



City of Petoskey

Agenda

CITY COUNCIL

March 19, 2018

1. Call to Order - 7:00 P.M. - City Hall Council Chambers
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Consent Agenda - Adoption of a proposed resolution that would confirm approval of the following:
 - (a) March 5, 2018 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since March 5, 2018
5. Miscellaneous Public Comments
6. City Manager Updates
7. Appointments – Consideration of reappointments to the Board of Review and Zoning Board of Appeals
8. Old Business – Second reading and possible adoption of a proposed ordinance amending Ordinance 727 concerning Redevelopment Liquor Licenses
9. New Business
 - (a) Receipt of the 2017 Planning Commission Annual Report and hear annual update on Economic Development Strategy
 - (b) Adoption of a proposed resolution that would confirm the approval of an application submitted to the Liquor Control Commission by High Five Spirits, LLC, 312 Howard Street, for a Small Distillers License
 - (c) Consideration to approve a Restated Agreement for wastewater treatment service between Springvale/Bear Creek Sewage Disposal Authority and the City of Petoskey
 - (d) Consideration to approve an Agreement and Franchise for wastewater treatment service with Bear Creek Township
 - (e) Adoption of a proposed resolution that would approve recommended electric rates and participation levels for a Voluntary Green Pricing Program
 - (f) Authorization to contract with David Hoffman Landscaping and Nursery, Inc., Petoskey, for planting of trees at various locations throughout the City for \$22,010
10. Closed Session - Adoption of a proposed resolution that would authorize to recess to a closed session, pursuant to Section 8(c) of the Michigan Open Meetings Act, to consider strategy and negotiations of a collective bargaining agreement
11. City Council Comments
12. Adjournment



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 19, 2018 **PREPARED:** March 15, 2018

AGENDA SUBJECT: Consent Agenda Resolution

RECOMMENDATION: That the City Council approve this proposed resolution

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

- (1) Draft minutes of the March 5, 2018 regular session City Council meeting; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since March 5, 2018 for contract and vendor claims at \$1,310,601.44, intergovernmental claims at \$11,884.08, and the March 8 payroll at \$189,848.40 for a total of \$1,512,333.92.

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Enclosures



CITY COUNCIL

March 5, 2018

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, March 5, 2018. This meeting was called to order at 7:00 P.M.; then, after a recitation of the Pledge of Allegiance to the Flag of the United States of America, a roll call then determined that the following were

Present: John Murphy, Mayor
Kate Marshall, City Councilmember
Izzy Lyman, City Councilmember
Grant Dittmar, City Councilmember
Jeremy Wills, City Councilmember

Absent: None

Also in attendance were City Manager Robert Straebel, Clerk-Treasurer Alan Terry, Parks and Recreation Director Kendall Klingelsmith, Public Safety Director Matthew Breed, Library Director Val Meyerson and Downtown Director Becky Goodman.

Hear Department of Public Safety Honor's Board Presentation

The Department of Public Safety Honor's Board recently authorized awards to Officers, Emmet EMS staff and citizens for meritorious service. Director Breed presented awards to the recipients for commendable service throughout the community including lifesaving awards, citizen awards and Public Safety citation awards.

Hear District Library Presentation

District Library Director Val Meyerson made a brief presentation concerning the Petoskey District Library and reviewed 2017 operations. She reviewed library layout changes; that landscaping had been cleaned up at the Carnegie Building; that the library now had electronic door openers; that meeting room usage had increased; that 640 programs were offered last year; that Wi-Fi hot spots are available for users to take home; that a repair café program is offered; and that there are four townships and one city that participate in the library.

Consent Agenda - Resolution No. 19157

Following introduction of the consent agenda for this meeting of March 5, 2018, City Councilmember Marshall moved that, seconded by City Councilmember Dittmar adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the February 19, 2018 regular session City Council meeting be and are hereby approved; and

BE IT RESOLVED that receipt by the City Council of a report concerning all checks that had been issued since February 19, for contract and vendor claims at \$629,575.58, intergovernmental claims at \$0, and the February 22 payroll at \$195,419.36, for a total of \$824,994.94 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)

NAYS: None (0)

Public Comment

Mayor Murphy asked for public comments and heard a complaint from Joe Clark, owner of Glass Lakes Photography, 324 East Lake Street, concerning Ernesto's Cigar Lounge and Bar, 321 Reid's Alley, Unit 1, and that no action is being taken by any agency. Mr. Clark commented that he has issues in regards to the smoke smell; believes the business is in violation of State law and should lose their redevelopment liquor license; and that he has sensitive equipment that could be ruined by the lack of ventilation.

Mayor Murphy responded that the City Manager spoke with Mr. Clark a few months ago and that the walls should be improved to help with the smell and ventilation issues. Mr. Clark was to receive quotes from potential contractors, provide them to the City Manager and the City Manager would work with Mr. Tribble, owner of Ernesto's Cigar Lounge and Bar in participating with covering the costs of the project.

The City Manager reviewed the issue and his communications with Mr. Clark from a few months ago; that the ventilation system is on and working when customers are at the cigar bar; that County and State agencies found no violations at the business; and reviewed his recommendation to Mr. Clark that the storage room be finished with both parties paying for cost and hasn't heard from Mr. Clark until tonight.

City Manager Updates

The City Manager reported that a Green Infrastructure Grant was approved which City Council supported in August of 2017 with workshops to be scheduled; that according to State legislation, beginning April 20, 2018 each electric utility provider is required to offer its customers a voluntary green pricing program; that in early April the City should have a link on the website for program sign-up which the City anticipates renewable energy costs will be established at \$0.01 per kilowatt hour; that staff has been working with MDOT on the 2019 US-31 highway realignment project and that there will be a Council presentation in April or May and an opportunity for the community to attend a public meeting at the college to review plans and give comment; that the auditors will be present next week to begin the City's annual audit; that there is a ZBA meeting tomorrow night which the Board will be discussing a request for height and unit density variances for converting an existing church at 502 Michigan Street into 6 residential units and discussion on temporary food trucks at 425 Michigan Street; and that the Planning Commission has setup a sub-committee to look at possible regulations pertaining to mobile food vending operations and that a draft ordinance will be discussed at the next Planning Commission meeting with Council approval thereafter.

City Councilmembers inquired if there will be an educational component for voluntary green pricing program; inquired where the power will come from; that workshops pertaining to the green infrastructure grant should be held in the evening so more citizens can attend; and inquires on what is happening with the church on Michigan Street and that the existing structure is changing so new compliance regulations should be met. The City Manager responded that power will come through MPPA who will contact with producers of renewable energy and he will inform City Council when the Green workshop schedule is set.

Discuss Ordinance Amendments Concerning Redevelopment Liquor License Program

The City Manager reported that this was a first reading of a proposed ordinance; that the DMB reviewed and recommended changes to Ordinance 727; and that the City Attorney also reviewed recommended changes. The City Manager further reviewed the differences between 1(a) and 1(b) licenses; that inquiries arose about redevelopment liquor licenses when a downtown business for the second year petitioned the LCC to escrow their license on a temporary basis; that the LCC does not allow a business with a liquor license to close for more than 30 days, but will grant an escrow of a license if it complies with State regulations; and that the LCC does not take into account any local ordinances and regulations when deciding on whether to place a liquor license in escrow.

The City Manager reviewed the DMB's recommended amendments including more accurately describing the most recent State statutes for redevelopment liquor licenses; adding that the ordinance applies retroactively to all existing redevelopment liquor licenses; added language in Section 4-2 to create more consistency between local ordinance and State statutes; added recreation and entertainment as well as entities in Section 4-3; that businesses shall not have bar seating for more than 6 persons be eliminated; remove provisions in Section 4-3 and add language stating hours of operation shall be consistent with State of Michigan laws; and to increase maximum number of redevelopment liquor licenses from 6 to 10.

City Councilmembers commented on purpose of eliminating hours; that supply and demand should dictate number of successful restaurants; and discussed process on finding available licenses in Emmet County.

Mayor Murphy asked for public comments and heard a comment that our community can have a lot of licenses based on the law and investments in the downtown.

City Councilmembers deferred action since it was the first reading of the proposed ordinance.

Authorize Motor Pool Plow Truck Purchase - Resolution No. 19158

The City Manager reviewed that the 2018 Annual Budget and Capital Improvements Plan included \$260,000 for the purchase of a heavy-duty 4x4 truck with chassis to accommodate a salt spreader unit, underbody scraper blade and front-mounted plow hitch. This unit will replace a 2000 4x4 heavy-duty truck with approximately 62,000 miles/5600 hours that is equipped with similar attachments which will be retired and sold at auction.

City Councilmember Wills moved that, seconded by City Councilmember Lyman to authorize contracting with Truck and Trailer Specialties, Boyne Falls, through the Mi-Deal Program for the purchase and installation of plow attachments and salt spreader components, for the amount of \$71,884 and authorize purchase from Grand Traverse Diesel Service, Inc., Traverse City, for a heavy duty 4x4 truck cab and chassis for the amount of \$158,500, for a combined cost of \$230,384.

Said motion was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)

NAYS: None (0)

Approve MDNR Contract for Use of Marina Central Reservation System - Resolution No. 19159

The City Manager reviewed that the City Marina has used the MDNR Central Reservation System for many years; that it provides stability for staff and boaters when reserving slips; and that this request was an extension of the existing contract.

City Councilmember Marshall moved that, seconded by City Councilmember Wills to authorize the City Manager to execute the contract with the MDNR, Parks and Recreation Division, to continue using the Central Reservation System for the City Marina.

Said motion was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)

NAYS: None (0)

Approve MDNR Waterways Infrastructure Grant Application for Marina Pier B Electrical Upgrades – Resolution No. 19160

The Parks and Recreation Director reviewed that in 2017, a MDNR Waterways Infrastructure Grant was received and approved by City Council; that the proposed work will commence after the 2018 season; that the grant was for electrical upgrades to Piers A, C and D to bring the electrical systems on the dock into compliance with existing National Electrical Code requirements; and that Pier B was not included in the grant application.

The Parks and Recreation Director further reviewed that the City has an approved project agreement with the MDNR for electrical upgrades to Piers A, C and D and to include Pier B as part of the agreement would insure the City capture 100% of the funds earmarked for the grant, to incorporate Pier B pedestal upgrades; reviewed grant application and program to help defray the cost of the Pier B project which is \$70,700; that the grant will fund 50% of the project, which is \$35,350; and that the City would utilize Marina Reserve Funds to match project costs.

City Councilmember Wills moved that, seconded by City Councilmember Marshall adoption of the following resolution:

WHEREAS, the City of Petoskey City Council hereby recognizes the need to keep the Petoskey Municipal Marina and its infrastructure a safe, functional facility and has identified the need to upgrade the pedestals on Pier B to match those on Piers A, C and D; and

WHEREAS, the Michigan Department of Natural Resources is accepting Waterways Grant Program applications for marina infrastructure improvement projects that include electrical upgrades and improvements; and

WHEREAS, the City of Petoskey Parks and Recreation Commission has reviewed the proposed \$35,350 Waterways Grant Program application request for pedestal upgrades on Pier B at the Petoskey Marina, conducted a public hearing on the proposed \$70,700 project; and

WHEREAS, the City of Petoskey Parks and Recreation Commission supports the proposed grant application and requests that City Council consider authorizing the submission of the Waterways Grant application to the Michigan Department of Natural Resources for \$35,350, agree to provide a 50% of the grant match of \$35,350, and designate the City Manager or his designee as project representatives:

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council does and hereby confirms its intent to submit to the Michigan Department of Natural Resources, a Waterways Grant Program application in the amount of \$35,350 to upgrade the pedestals of Pier B at the Petoskey Municipal Marina and further commits to provide a 50% grant match (\$35,350) toward the project; and

BE IT FURTHER RESOLVED, that the City of Petoskey City Council does hereby confirms its intent to authorize the City Manager, or his designee, to serve as the City of Petoskey's representative for the Waterways Grant Program for the marina electrical upgrade project.

Said resolution was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)

NAYS: None (0)

Approve Agreement Addendum for Marina Electrical Upgrades – Resolution No. 19161

City Councilmember Wills moved that, seconded by City Councilmember Marshall adoption of the following resolution:

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

1. To appropriate the sum of Ninety-nine Thousand Four Hundred Fifteen dollars (\$99,415.00), to which the grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.
3. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy terms of the said Agreement Addendum.
4. To insure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.
5. To comply with any and all terms of the said Agreement Addendum including all terms not specifically set forth in the foregoing portions of the Resolution.

Said resolution was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)

NAYS: None (0)

Approve Natural Resources Trust Fund Grant Application for Iron Belle Trail, Bear River Bridge - Resolution No. 19162

The Parks and Recreation Director reviewed that staff was preparing a Michigan Department of Natural Resources Trust Fund grant application for the development of the Iron Belle Trail, Bear River Bridge; that the bridge will connect the North Country Trail on the east side of the Bear River at North Central Michigan College and the west side at the River Road Sports Complex; that the project has appeared in the last two Parks and Recreation Master Plans; that there are extensive fund raising efforts being made by the North Country Trail Association that will be used as matching funds; and that the final amount to be requested from the State will be determined prior to the grant supplemental period in September, but will not exceed \$83,000. The Parks and Recreation Director further reviewed that the Parks and Recreation Commission held a public hearing on February 12, 2018 to receive public comments and adopted a resolution supporting the project and recommended to City Council for approval.

City Councilmember Wills moved that, seconded by City Councilmember Dittmar adoption of the following resolution:

WHEREAS, the City of Petoskey Parks and Recreation Commission desires to enhance recreational and non-motorized trail opportunities within its Iron Belle Trail Bear River Bridge; and

WHEREAS, this Iron Belle Trail Bear River Bridge would include an accessible bridge, boardwalk, and site work at an estimated project cost of \$166,000; and

WHEREAS, the Iron Belle Trail Bear River Bridge contributes to the goals and objectives identified in the 2013-2017 and 2018-2022 City of Petoskey's Parks and Recreation Master Plan, outlining the need and the desire to develop this linear park system; and

WHEREAS, the State of Michigan Department of Natural Resources is accepting applications for funding assistance through the Michigan Natural Resources Trust Fund for park development projects contributing to the goals and objectives identified within the municipality's approved Parks and Recreation Master Plan; and

WHEREAS, the City of Petoskey Parks and Recreation Commission supports the development of the Iron Belle Trail Bear River Bridge and recommends that the Petoskey City Council resolve to sponsor a Michigan Natural Resources Trust Fund Application for this project and commit to undertake this project, if funded, and commit to the project match and authorize Robert Straebel, City Manager, or his designee to serve as the City's representative for this project; and

WHEREAS, further request that the City Council consider committing up to 50% local match, that being \$83,000, toward these improvements which are estimated at \$166,000; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey Parks and Recreation Commission, acting as appointed officials, request that the City of Petoskey City Council adopt a resolution to authorize Robert Straebel, City Manager, or his designee to serve as the City's representative for this project, authorize the submission of the application and request that Michigan Department of Natural Resources Trust Fund Board consider approval of the grant application for the Iron Belle Trail Bear River Bridge project and provide grant funding in the amount of \$83,000.

Said resolution was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)

NAYS: None (0)

Council Comments

Mayor Murphy asked for Council comments and City Councilmember Lyman inquired if a sign directing owners to pickup their pet's waste could be installed on Northmen Court due to an excessive amount of pet waste showing up with the snow melting and that the pickle ball tournament at the college went well. City Councilmember Wills commented that there is a lot of pet waste going into water runoff this time of year.

There being no further business to come before the City Council, this March 5, 2018, meeting of the City Council adjourned at 8:40 P.M.

John Murphy, Mayor

Alan Terry, City Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
03/18	03/09/2018	78942	Orion Township Public Library	271-790-955.000	12.99- V
03/18	03/07/2018	79181	1000Bulbs	582-010-111.000	114.00
03/18	03/07/2018	79182	ACCESS LOCKSMITHING INC.	582-593-930.000	82.50
03/18	03/07/2018	79183	ACH-EFTPS	701-000-230.100	17,883.37
03/18	03/07/2018	79183	ACH-EFTPS	701-000-230.200	11,417.15
03/18	03/07/2018	79183	ACH-EFTPS	701-000-230.200	11,417.15
03/18	03/07/2018	79183	ACH-EFTPS	701-000-230.200	2,670.15
03/18	03/07/2018	79183	ACH-EFTPS	701-000-230.200	2,670.15
03/18	03/07/2018	79184	ACH-ICMA 457	701-000-230.700	1,750.94
03/18	03/07/2018	79184	ACH-ICMA 457	701-000-230.700	4,922.00
03/18	03/07/2018	79185	ALL-PHASE ELECTRIC SUPPLY	101-345-775.000	20.53
03/18	03/07/2018	79186	AMERICAN WASTE	582-586-775.000	251.75
03/18	03/07/2018	79186	AMERICAN WASTE	582-593-930.000	251.75
03/18	03/07/2018	79186	AMERICAN WASTE	101-770-802.000	150.00
03/18	03/07/2018	79186	AMERICAN WASTE	592-551-806.000	299.00
03/18	03/07/2018	79186	AMERICAN WASTE	101-770-775.000	75.00
03/18	03/07/2018	79186	AMERICAN WASTE	101-754-802.000	75.00
03/18	03/07/2018	79186	AMERICAN WASTE	101-756-775.000	75.00
03/18	03/07/2018	79186	AMERICAN WASTE	101-789-775.000	75.00
03/18	03/07/2018	79187	AT&T	101-172-850.000	353.84
03/18	03/07/2018	79187	AT&T	101-201-850.000	188.71
03/18	03/07/2018	79187	AT&T	101-208-850.000	117.95
03/18	03/07/2018	79187	AT&T	101-257-850.000	117.95
03/18	03/07/2018	79187	AT&T	101-215-850.000	94.36
03/18	03/07/2018	79187	AT&T	101-345-850.000	259.46
03/18	03/07/2018	79187	AT&T	101-400-850.000	117.95
03/18	03/07/2018	79187	AT&T	101-756-850.000	141.53
03/18	03/07/2018	79187	AT&T	101-441-850.000	212.30
03/18	03/07/2018	79187	AT&T	204-481-850.000	70.77
03/18	03/07/2018	79187	AT&T	204-481-850.000	70.77
03/18	03/07/2018	79187	AT&T	582-588-850.000	235.89
03/18	03/07/2018	79187	AT&T	582-593-850.000	94.36
03/18	03/07/2018	79187	AT&T	592-549-850.000	141.53
03/18	03/07/2018	79187	AT&T	592-560-850.000	141.53
03/18	03/07/2018	79187	AT&T	592-560-850.000	134.73
03/18	03/07/2018	79187	AT&T	592-560-850.000	116.97
03/18	03/07/2018	79187	AT&T	592-558-920.000	138.25
03/18	03/07/2018	79187	AT&T	592-538-850.000	134.73
03/18	03/07/2018	79187	AT&T	592-538-850.000	134.73
03/18	03/07/2018	79188	BOBCAT OF LANSING	661-598-931.000	55.14
03/18	03/07/2018	79189	Carquest of Boyne City	592-551-775.000	475.81
03/18	03/07/2018	79190	CDW GOVERNMENT	101-228-775.000	294.42
03/18	03/07/2018	79190	CDW GOVERNMENT	101-228-775.000	897.30
03/18	03/07/2018	79191	CHARLEVOIX-EMMET ISD	703-040-234.217	248,112.23
03/18	03/07/2018	79191	CHARLEVOIX-EMMET ISD	703-040-233.000	9.08
03/18	03/07/2018	79192	CINTAS CORP #729	582-588-767.000	41.80
03/18	03/07/2018	79192	CINTAS CORP #729	592-549-767.000	21.56
03/18	03/07/2018	79192	CINTAS CORP #729	592-560-767.000	21.56
03/18	03/07/2018	79192	CINTAS CORP #729	204-481-767.000	69.57
03/18	03/07/2018	79192	CINTAS CORP #729	582-593-802.000	28.33
03/18	03/07/2018	79192	CINTAS CORP #729	582-588-767.000	41.80
03/18	03/07/2018	79192	CINTAS CORP #729	592-549-767.000	21.56

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
03/18	03/07/2018	79192	CINTAS CORP #729	592-560-767.000	21.56
03/18	03/07/2018	79192	CINTAS CORP #729	204-481-767.000	13.59
03/18	03/07/2018	79192	CINTAS CORP #729	101-268-802.000	14.07
03/18	03/07/2018	79192	CINTAS CORP #729	592-554-802.000	49.39
03/18	03/07/2018	79192	CINTAS CORP #729	582-588-767.000	41.80
03/18	03/07/2018	79192	CINTAS CORP #729	592-549-767.000	21.56
03/18	03/07/2018	79192	CINTAS CORP #729	592-560-767.000	21.56
03/18	03/07/2018	79192	CINTAS CORP #729	204-481-767.000	41.58
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-265-920.000	1,120.33
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-268-920.000	836.45
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-345-920.000	3,020.37
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-345-920.100	400.12
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-754-920.000	24.64
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-770-920.000	2,313.76
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-773-920.000	358.12
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	101-789-920.000	1,416.30
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	202-475-920.000	320.00
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	204-448-920.000	2,600.00
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	271-790-920.000	2,121.42
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	514-587-802.100	70.04
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	514-587-920.000	105.07
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	582-586-920.000	79.90
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	582-593-920.000	1,159.62
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	592-538-920.000	7,431.01
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	592-542-920.000	79.89
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	592-551-920.000	16,910.93
03/18	03/07/2018	79193	CITY TREAS. FOR UTILITY BILLS	592-555-920.000	878.41
03/18	03/07/2018	79194	COMPLETE PAINT & SUPPLIES	101-770-931.000	5.85
03/18	03/07/2018	79194	COMPLETE PAINT & SUPPLIES	582-593-930.000	43.50
03/18	03/07/2018	79194	COMPLETE PAINT & SUPPLIES	101-268-775.000	32.44
03/18	03/07/2018	79194	COMPLETE PAINT & SUPPLIES	101-770-931.000	45.00
03/18	03/07/2018	79194	COMPLETE PAINT & SUPPLIES	101-265-775.000	14.40
03/18	03/07/2018	79194	COMPLETE PAINT & SUPPLIES	101-770-931.000	110.47
03/18	03/07/2018	79195	DECKA DIGITAL LLC	101-257-751.000	45.00
03/18	03/07/2018	79196	DERRER OIL CO.	661-598-759.000	2,016.69
03/18	03/07/2018	79196	DERRER OIL CO.	661-598-759.000	947.67
03/18	03/07/2018	79197	Dinon Law PLLC	101-266-802.000	910.00
03/18	03/07/2018	79198	DONALDSON, CORBIN	101-756-808.030	150.00
03/18	03/07/2018	79199	DUBOIS-COOPER ASSOCIATES INC.	592-558-775.000	6,850.00
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-222.217	1,298.07
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-228.217	1,605.89
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-222.217	44,566.43
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-222.217	22,281.53
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-233.000	78.77
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-233.000	97.45
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-233.000	1.63
03/18	03/07/2018	79200	EMMET COUNTY TREASURER	703-040-233.000	.82
03/18	03/07/2018	79201	Empiric Solutions Inc.	101-228-802.000	3,180.00
03/18	03/07/2018	79202	ENGLEBRECHT, ROBERT	101-257-802.100	3,750.00
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	101-345-775.000	26.98
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	101-345-775.000	13.96
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-785.000	32.80

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03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-931.000	15.01
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-931.000	10.26
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	20.82
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-785.000	9.96
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	44.66
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-931.000	7.39
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-785.000	52.36
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	40.45
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-931.000	7.39
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-931.000	1.09
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	124.49
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	2.70
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	4.44
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	4.44
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	115.29
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	4.44-
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-759.000	69.35
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-785.000	16.43
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	101-770-775.000	27.95
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-759.000	407.43
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	2.98
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	101-770-775.000	2.34
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	78.48
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	4.00
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	4.84
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	13.75
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-759.000	68.99
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-785.000	9.96
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	11.36
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	35.65
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	4.42
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-786.000	62.33
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	18.49
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	143.59
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	101-345-775.000	6.52
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-010-111.000	4.52
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-932.000	39.49-
03/18	03/07/2018	79203	FOCHTMAN'S AUTO & TRUCK PARTS	661-598-931.000	9.87
03/18	03/07/2018	79204	FRATERNAL ORDER OF POLICE	701-000-230.400	906.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-931.000	136.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-932.000	612.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	582-593-930.000	68.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	582-586-802.000	68.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-931.000	272.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-932.000	408.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-931.000	612.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-932.000	476.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	582-593-930.000	102.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	661-598-932.000	374.00
03/18	03/07/2018	79205	GIBBY'S GARAGE	582-593-930.000	34.00
03/18	03/07/2018	79206	GINOP SALES INC.	661-598-931.000	1,689.00
03/18	03/07/2018	79206	GINOP SALES INC.	661-598-931.000	39.04-

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03/18	03/07/2018	79207	Great Lakes Pipe & Supply	592-558-775.000	562.99
03/18	03/07/2018	79207	Great Lakes Pipe & Supply	582-593-930.000	3.41
03/18	03/07/2018	79207	Great Lakes Pipe & Supply	592-542-775.000	8.85
03/18	03/07/2018	79207	Great Lakes Pipe & Supply	101-770-775.000	28.40
03/18	03/07/2018	79207	Great Lakes Pipe & Supply	582-586-775.000	14.70
03/18	03/07/2018	79207	Great Lakes Pipe & Supply	101-770-775.000	10.41
03/18	03/07/2018	79208	GREENWOOD CEMETERY BOARD	703-040-238.217	42,196.36
03/18	03/07/2018	79208	GREENWOOD CEMETERY BOARD	703-040-233.000	1.54
03/18	03/07/2018	79209	HALEY'S PLUMBING & HEATING	582-593-930.000	505.70
03/18	03/07/2018	79210	ICMA-ROTH	701-000-230.900	370.00
03/18	03/07/2018	79211	IR Electric Motor Service	592-554-802.000	315.50
03/18	03/07/2018	79212	JAKEWAY, JOHN	203-479-802.000	42.00
03/18	03/07/2018	79213	JG Gaston & Associates Inc	101-215-802.000	1,750.00
03/18	03/07/2018	79214	K & J SEPTIC SERVICE LLC	592-560-802.000	250.00
03/18	03/07/2018	79215	KENNEDY INDUSTRIES INC.	592-542-775.000	294.00
03/18	03/07/2018	79215	KENNEDY INDUSTRIES INC.	592-542-775.000	1,827.00
03/18	03/07/2018	79216	Koorsen Fire & Safety Inc.	101-268-802.000	166.59
03/18	03/07/2018	79217	KRING CHEVROLET CADILLAC, DAVE	661-598-932.000	36.75
03/18	03/07/2018	79217	KRING CHEVROLET CADILLAC, DAVE	661-598-932.000	49.35
03/18	03/07/2018	79217	KRING CHEVROLET CADILLAC, DAVE	661-598-932.000	1,104.00
03/18	03/07/2018	79217	KRING CHEVROLET CADILLAC, DAVE	661-598-932.000	1,109.56
03/18	03/07/2018	79218	LAND S TREE HEALTH CARE SERVICE	101-770-912.000	195.00
03/18	03/07/2018	79219	LOWERY UNDERGROUND SERVICE	204-550-802.000	126.00
03/18	03/07/2018	79220	MALEC, STEVE	101-756-808.030	100.00
03/18	03/07/2018	79221	MAPLE BAY MARINE	661-598-931.000	49.95
03/18	03/07/2018	79222	MEAD & HUNT	592-556-802.000	325.00
03/18	03/07/2018	79222	MEAD & HUNT	592-545-802.000	225.00
03/18	03/07/2018	79223	MEYER ACE HARDWARE	514-587-775.000	23.19
03/18	03/07/2018	79223	MEYER ACE HARDWARE	514-587-775.000	13.47
03/18	03/07/2018	79223	MEYER ACE HARDWARE	514-587-775.000	15.28
03/18	03/07/2018	79223	MEYER ACE HARDWARE	514-587-802.100	17.75
03/18	03/07/2018	79224	MICHIGAN SECTION A.W.W.A.	592-549-915.000	250.00
03/18	03/07/2018	79225	MICHIGAN SHIGA SISTER STATE BOARD	101-728-802.000	25.00
03/18	03/07/2018	79226	MICHIGAN WATER ENVIRONMENT ASSOC.	592-560-915.000	270.00
03/18	03/07/2018	79227	MILLER, GREG	101-756-808.030	240.00
03/18	03/07/2018	79228	MITCHELL STREET FRAMEWORKS	101-172-751.000	170.39
03/18	03/07/2018	79229	NEW PIG CORPORATION	101-789-772.000	383.89
03/18	03/07/2018	79230	NORTH CENTRAL MICH. COLLEGE	703-040-235.217	98,688.80
03/18	03/07/2018	79230	NORTH CENTRAL MICH. COLLEGE	703-040-235.217	88,659.65
03/18	03/07/2018	79230	NORTH CENTRAL MICH. COLLEGE	703-040-233.000	6.85
03/18	03/07/2018	79231	Northern Appliance Repair	101-345-931.000	166.00
03/18	03/07/2018	79232	Northern Electric	101-770-802.000	326.32
03/18	03/07/2018	79233	NORTHWOODS SODA & SYRUP CO.	101-770-771.000	15.00
03/18	03/07/2018	79234	OHM Advisors	204-481-802.000	465.50
03/18	03/07/2018	79234	OHM Advisors	204-481-802.000	6,101.25
03/18	03/07/2018	79235	Peninsula Fiber Network LLC	101-228-850.000	500.00
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-236.217	4,193.22
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-237.217	468.36
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-237.217	347.27
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-237.217	147.18
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	246.01
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	28.42

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03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	21.08
03/18	03/07/2018	79236	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	8.93
03/18	03/07/2018	79237	PH&S Products LLC	101-345-775.000	85.00
03/18	03/07/2018	79238	PHONEGUIDE	101-773-881.000	283.00
03/18	03/07/2018	79239	POLICE AND FIREMEN'S INSURANCE	701-000-230.185	353.38
03/18	03/07/2018	79240	POWER LINE SUPPLY	582-010-111.000	312.00
03/18	03/07/2018	79240	POWER LINE SUPPLY	582-593-785.000	919.22
03/18	03/07/2018	79240	POWER LINE SUPPLY	582-586-775.000	207.00
03/18	03/07/2018	79241	PRINTING SYSTEMS INC.	101-262-751.000	181.65
03/18	03/07/2018	79242	PROCLEAN NORTH	582-593-930.000	1,463.00
03/18	03/07/2018	79243	ROYAL TIRE	101-770-775.000	17.97
03/18	03/07/2018	79244	SAFETY-KLEEN SYSTEMS INC.	661-598-785.000	309.07
03/18	03/07/2018	79245	SMITH, EDWARD J	101-756-808.030	140.00
03/18	03/07/2018	79246	SOLUTIONS ELECTRIC INC.	582-593-930.000	2,815.00
03/18	03/07/2018	79247	Spectrum Business	101-172-850.000	126.45
03/18	03/07/2018	79247	Spectrum Business	101-201-850.000	67.45
03/18	03/07/2018	79247	Spectrum Business	101-208-850.000	42.16
03/18	03/07/2018	79247	Spectrum Business	101-257-850.000	42.16
03/18	03/07/2018	79247	Spectrum Business	101-215-850.000	33.73
03/18	03/07/2018	79247	Spectrum Business	101-345-850.000	92.75
03/18	03/07/2018	79247	Spectrum Business	101-400-850.000	42.16
03/18	03/07/2018	79247	Spectrum Business	101-441-850.000	75.89
03/18	03/07/2018	79247	Spectrum Business	101-756-850.000	50.59
03/18	03/07/2018	79247	Spectrum Business	204-481-850.000	25.30
03/18	03/07/2018	79247	Spectrum Business	204-481-850.000	25.30
03/18	03/07/2018	79247	Spectrum Business	582-588-850.000	84.32
03/18	03/07/2018	79247	Spectrum Business	582-593-850.000	33.73
03/18	03/07/2018	79247	Spectrum Business	592-549-850.000	50.59
03/18	03/07/2018	79247	Spectrum Business	592-560-850.000	50.59
03/18	03/07/2018	79247	Spectrum Business	101-770-850.000	145.90
03/18	03/07/2018	79247	Spectrum Business	582-593-850.000	34.88
03/18	03/07/2018	79248	STANDARD ELECTRIC COMPANY	582-010-111.000	26,319.94
03/18	03/07/2018	79248	STANDARD ELECTRIC COMPANY	582-590-775.000	49.66
03/18	03/07/2018	79248	STANDARD ELECTRIC COMPANY	101-770-934.000	215.14
03/18	03/07/2018	79249	Standish Ave Auto Repair	661-598-932.000	50.24
03/18	03/07/2018	79250	STAPLES ADVANTAGE	101-268-775.000	34.70
03/18	03/07/2018	79250	STAPLES ADVANTAGE	101-345-751.000	28.63
03/18	03/07/2018	79250	STAPLES ADVANTAGE	101-201-751.000	8.88
03/18	03/07/2018	79250	STAPLES ADVANTAGE	592-560-751.000	12.39
03/18	03/07/2018	79250	STAPLES ADVANTAGE	101-268-775.000	147.66
03/18	03/07/2018	79250	STAPLES ADVANTAGE	101-345-751.000	332.60
03/18	03/07/2018	79250	STAPLES ADVANTAGE	101-215-751.000	141.98
03/18	03/07/2018	79251	TEAMSTERS LOCAL #214	701-000-230.400	1,013.00
03/18	03/07/2018	79252	TEMPERATURE CONTROL INC.	592-554-802.000	269.50
03/18	03/07/2018	79252	TEMPERATURE CONTROL INC.	592-554-802.000	675.50
03/18	03/07/2018	79253	Traffic & Safety Control	514-587-802.000	81.00
03/18	03/07/2018	79254	TROPHY CASE, THE	101-756-808.030	235.00
03/18	03/07/2018	79255	UPS STORE, THE	661-598-931.000	16.67
03/18	03/07/2018	79256	USA BLUE BOOK	202-479-775.000	93.85
03/18	03/07/2018	79256	USA BLUE BOOK	203-479-775.000	93.85
03/18	03/07/2018	79256	USA BLUE BOOK	592-551-775.000	716.65
03/18	03/07/2018	79257	VanKalker Construction Inc.	592-560-802.000	390.00

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03/18	03/07/2018	79258	WESCO RECEIVABLES CORP.	582-586-775.000	16.20
03/18	03/07/2018	79258	WESCO RECEIVABLES CORP.	582-586-775.000	16.20
03/18	03/07/2018	79258	WESCO RECEIVABLES CORP.	582-586-775.000	129.95
03/18	03/07/2018	79259	WESTON, CHRIS	101-756-808.030	240.00
03/18	03/07/2018	79260	CHAR-EM UNITED WAY	701-000-230.800	77.00
03/18	03/07/2018	79261	PRESTON FEATHER	202-475-775.000	17.25
03/18	03/07/2018	79261	PRESTON FEATHER	203-475-775.000	17.24
03/18	03/07/2018	79261	PRESTON FEATHER	592-551-775.000	227.70
03/18	03/07/2018	79261	PRESTON FEATHER	582-590-775.000	19.99
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	3.83
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	57.60
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	3.83
03/18	03/07/2018	79261	PRESTON FEATHER	592-554-775.000	19.98
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	8.67
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	15.00
03/18	03/07/2018	79261	PRESTON FEATHER	202-475-775.000	1.73-
03/18	03/07/2018	79261	PRESTON FEATHER	203-475-775.000	1.72-
03/18	03/07/2018	79261	PRESTON FEATHER	592-551-775.000	22.78-
03/18	03/07/2018	79261	PRESTON FEATHER	582-590-775.000	2.00-
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	.38-
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	5.76-
03/18	03/07/2018	79261	PRESTON FEATHER	592-554-775.000	1.99-
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	.38-
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	1.50-
03/18	03/07/2018	79261	PRESTON FEATHER	101-770-775.000	.87-
03/18	03/08/2018	79262	EMMET COUNTY	703-040-222.217	1,974.65
03/18	03/08/2018	79262	EMMET COUNTY	703-040-228.217	2,442.92
03/18	03/08/2018	79262	EMMET COUNTY	703-040-222.217	3,320.60
03/18	03/08/2018	79262	EMMET COUNTY	703-040-222.217	1,660.12
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	54.70
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	67.66
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	13.63
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	6.89
03/18	03/08/2018	79262	EMMET COUNTY	703-040-222.217	1,974.65- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-228.217	2,442.92- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-222.217	3,320.60- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-222.217	1,660.12- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	54.70- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	67.66- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	13.63- V
03/18	03/08/2018	79262	EMMET COUNTY	703-040-233.000	6.89- V
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-222.217	1,974.65
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-228.217	2,442.92
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-222.217	3,320.60
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-222.217	1,660.12
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-233.000	54.70
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-233.000	67.66
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-233.000	13.63
03/18	03/08/2018	79263	EMMET COUNTY TREASURER	703-040-233.000	6.89
03/18	03/14/2018	79268	Aben, Colleen	271-790-760.100	87.64
03/18	03/14/2018	79269	ALL-PHASE ELECTRIC SUPPLY	592-555-775.000	9.08
03/18	03/14/2018	79269	ALL-PHASE ELECTRIC SUPPLY	582-586-775.000	99.09

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03/18	03/14/2018	79270	AMERICAN WASTE	582-593-930.000	150.00
03/18	03/14/2018	79271	AT&T	592-560-850.000	275.61
03/18	03/14/2018	79271	AT&T	592-558-920.000	134.73
03/18	03/14/2018	79271	AT&T	582-593-850.000	127.23
03/18	03/14/2018	79272	AT&T LONG DISTANCE	582-588-850.000	10.95
03/18	03/14/2018	79273	BALLARD'S PLUMBING & HEATING	271-790-930.000	590.50
03/18	03/14/2018	79274	BOYNE DISTRICT LIBRARY	271-790-760.000	10.00
03/18	03/14/2018	79275	BRADFORD MASTER DRY CLEANERS	101-345-775.000	333.35
03/18	03/14/2018	79276	BSN SPORTS INC.	101-756-985.000	455.94
03/18	03/14/2018	79277	CHARLEVOIX-EMMET ISD	703-040-234.217	18,486.65
03/18	03/14/2018	79277	CHARLEVOIX-EMMET ISD	703-040-233.000	76.34
03/18	03/14/2018	79278	COOPER, BRAD	592-549-915.000	259.79
03/18	03/14/2018	79279	Corporate & Community Education NCMC	101-770-912.000	350.00
03/18	03/14/2018	79280	Dearborn National	701-000-230.190	1,894.66
03/18	03/14/2018	79280	Dearborn National	101-172-724.000	19.16
03/18	03/14/2018	79280	Dearborn National	101-201-724.000	44.89
03/18	03/14/2018	79280	Dearborn National	101-208-724.000	21.35
03/18	03/14/2018	79280	Dearborn National	101-215-724.000	23.54
03/18	03/14/2018	79280	Dearborn National	101-265-724.000	4.79
03/18	03/14/2018	79280	Dearborn National	101-268-724.000	11.98
03/18	03/14/2018	79280	Dearborn National	101-345-724.000	436.34
03/18	03/14/2018	79280	Dearborn National	101-400-724.000	9.58
03/18	03/14/2018	79280	Dearborn National	101-441-724.000	32.57
03/18	03/14/2018	79280	Dearborn National	101-754-724.000	5.27
03/18	03/14/2018	79280	Dearborn National	101-770-724.000	32.57
03/18	03/14/2018	79280	Dearborn National	101-773-724.000	2.87
03/18	03/14/2018	79280	Dearborn National	101-756-724.000	18.20
03/18	03/14/2018	79280	Dearborn National	101-789-724.000	6.71
03/18	03/14/2018	79280	Dearborn National	204-481-724.000	68.43
03/18	03/14/2018	79280	Dearborn National	271-790-724.000	69.25
03/18	03/14/2018	79280	Dearborn National	514-587-724.000	15.81
03/18	03/14/2018	79280	Dearborn National	582-598-724.000	57.48
03/18	03/14/2018	79280	Dearborn National	592-549-724.000	59.67
03/18	03/14/2018	79280	Dearborn National	592-560-724.000	19.16
03/18	03/14/2018	79281	DERRER OIL CO.	661-598-759.000	2,427.65
03/18	03/14/2018	79282	DESIGNBOT CREATIVE	271-790-802.000	18.75
03/18	03/14/2018	79283	Dinges Fire Company	101-345-775.000	111.97
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	204-481-751.000	17.28
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	582-588-751.000	17.28
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	582-593-751.000	17.28
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	592-549-751.000	17.28
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	592-560-751.000	17.28
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	661-598-751.000	17.28
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	204-481-751.000	31.90
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	582-588-751.000	31.91
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	582-593-751.000	31.91
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	592-549-751.000	31.91
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	592-560-751.000	31.91
03/18	03/14/2018	79284	DUNN'S BUSINESS SOLUTIONS	661-598-751.000	31.91
03/18	03/14/2018	79285	EMMET CO. DEPT OF PUBLIC WORKS	101-529-802.000	6,071.50
03/18	03/14/2018	79285	EMMET CO. DEPT OF PUBLIC WORKS	582-590-802.000	48.95
03/18	03/14/2018	79286	ETNA SUPPLY	582-592-802.000	50.00

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03/18	03/14/2018	79286	ETNA SUPPLY	582-592-775.000	965.21
03/18	03/14/2018	79287	FACTOR SYSTEMS INC.	101-208-803.000	5,584.04
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	101-172-860.000	374.85
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	101-215-915.000	50.00
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	661-598-931.000	246.71
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	582-586-775.000	25.18
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	271-790-905.000	75.51
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	271-790-912.000	420.22
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	271-790-958.200	39.62
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	271-790-880.000	81.68
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	271-790-986.000	59.14
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	271-790-751.000	40.53
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	101-400-912.000	18.00
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	101-345-751.000	104.05
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	101-345-775.000	198.40
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	101-345-912.000	856.71
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	582-590-775.000	54.96
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	248-739-880.200	146.52
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	248-540-882.180	553.53
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	661-598-932.000	200.00
03/18	03/14/2018	79288	FIRST NATIONAL BANK OMAHA	582-588-767.000	52.72
03/18	03/14/2018	79289	GALE/CENGAGE LEARNING	271-790-760.000	84.00
03/18	03/14/2018	79289	GALE/CENGAGE LEARNING	271-790-760.000	21.59
03/18	03/14/2018	79289	GALE/CENGAGE LEARNING	271-790-760.000	21.59
03/18	03/14/2018	79290	GIBSON EXCAVATING LLC	592-556-802.000	2,060.00
03/18	03/14/2018	79291	Goodman, Becky	514-587-912.000	616.69
03/18	03/14/2018	79292	GRAND TRAVERSE CONSTRUCTION	592-025-343.000	175,128.87
03/18	03/14/2018	79293	GREENWOOD CEMETERY BOARD	703-040-238.217	3,143.95
03/18	03/14/2018	79293	GREENWOOD CEMETERY BOARD	703-040-233.000	12.99
03/18	03/14/2018	79294	HERITAGE BROADCASTING COMPANY	248-540-882.180	450.00
03/18	03/14/2018	79295	HRDIRECT	101-268-775.000	78.99
03/18	03/14/2018	79295	HRDIRECT	582-593-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	101-770-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	101-789-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	514-587-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	271-790-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	101-345-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	101-345-751.000	78.99
03/18	03/14/2018	79295	HRDIRECT	101-770-751.000	78.99
03/18	03/14/2018	79296	INFOGROUP	271-790-760.000	355.00
03/18	03/14/2018	79297	INGRAM LIBRARY SERVICES	271-790-760.000	1,636.77
03/18	03/14/2018	79297	INGRAM LIBRARY SERVICES	271-790-760.100	1,330.48
03/18	03/14/2018	79297	INGRAM LIBRARY SERVICES	271-790-760.200	435.38
03/18	03/14/2018	79298	KSS ENTERPRISES	271-790-752.000	198.47
03/18	03/14/2018	79298	KSS ENTERPRISES	101-268-775.000	34.79
03/18	03/14/2018	79299	LEXISNEXIS RISK DATA MGT	101-208-802.000	50.00
03/18	03/14/2018	79299	LEXISNEXIS RISK DATA MGT	514-587-802.000	50.00
03/18	03/14/2018	79300	Lowe's	101-754-775.000	2,992.50
03/18	03/14/2018	79301	MCCARDEL CULLIGAN	514-587-802.100	32.50
03/18	03/14/2018	79301	MCCARDEL CULLIGAN	101-770-802.000	8.00
03/18	03/14/2018	79302	MCLAREN NORTHERN MICH HOSPITAL	101-345-802.000	30.00
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	1.78-

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03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	73.76
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	23.82
03/18	03/14/2018	79303	MEYER ACE HARDWARE	271-790-752.000	50.01
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	11.86
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-265-775.000	13.08
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	12.13
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	2.45
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	4.25
03/18	03/14/2018	79303	MEYER ACE HARDWARE	592-551-775.000	5.74
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	11.72
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	.60
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	47.67
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	4.66
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	14.19
03/18	03/14/2018	79303	MEYER ACE HARDWARE	248-540-882.180	12.40
03/18	03/14/2018	79303	MEYER ACE HARDWARE	582-592-775.000	4.49
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	7.19
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-934.000	16.18
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-934.000	8.99
03/18	03/14/2018	79303	MEYER ACE HARDWARE	514-587-775.000	25.70
03/18	03/14/2018	79303	MEYER ACE HARDWARE	248-540-882.180	5.93
03/18	03/14/2018	79303	MEYER ACE HARDWARE	248-540-882.180	19.42
03/18	03/14/2018	79303	MEYER ACE HARDWARE	248-540-882.180	17.99
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	6.83
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-345-775.000	33.76
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	12.04
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-268-775.000	8.98
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	5.15
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-265-775.000	62.99
03/18	03/14/2018	79303	MEYER ACE HARDWARE	582-588-751.000	7.18
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-345-775.000	15.74
03/18	03/14/2018	79303	MEYER ACE HARDWARE	101-770-775.000	20.49
03/18	03/14/2018	79304	MEYERSON, VALERIE	271-790-958.200	69.58
03/18	03/14/2018	79304	MEYERSON, VALERIE	271-790-958.100	21.10
03/18	03/14/2018	79305	Michigan Association of Police Chiefs	101-345-912.000	240.00
03/18	03/14/2018	79305	Michigan Association of Police Chiefs	101-345-912.000	100.00
03/18	03/14/2018	79306	MICHIGAN OFFICEWAYS INC.	271-790-752.000	35.91
03/18	03/14/2018	79307	MICHIGAN PUBLIC POWER AGENCY	582-576-920.000	262,003.18
03/18	03/14/2018	79308	MID MICHIGAN BODY PARTS INC.	661-598-932.000	38.35
03/18	03/14/2018	79309	Monroe County Library System	271-790-955.000	34.99
03/18	03/14/2018	79310	MOORE MEDICAL LLC	101-345-775.000	233.77
03/18	03/14/2018	79310	MOORE MEDICAL LLC	271-790-985.000	1,549.44
03/18	03/14/2018	79310	MOORE MEDICAL LLC	101-770-985.000	185.09
03/18	03/14/2018	79310	MOORE MEDICAL LLC	101-770-934.000	185.10
03/18	03/14/2018	79310	MOORE MEDICAL LLC	101-770-934.000	1,364.35
03/18	03/14/2018	79310	MOORE MEDICAL LLC	101-770-985.000	1,364.35
03/18	03/14/2018	79311	NORTH CENTRAL MICH. COLLEGE	703-040-235.217	7,353.28
03/18	03/14/2018	79311	NORTH CENTRAL MICH. COLLEGE	703-040-235.217	6,606.00
03/18	03/14/2018	79311	NORTH CENTRAL MICH. COLLEGE	703-040-233.000	57.65
03/18	03/14/2018	79312	NORTH COUNTRY PUBLISHING CORP.	248-540-882.180	100.00
03/18	03/14/2018	79313	NORTHERN A-1 SERVICES KALKASKA	592-551-806.000	446.88
03/18	03/14/2018	79314	NORTHERN MICHIGAN REVIEW INC.	248-540-882.180	700.00

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03/18	03/14/2018	79314	NORTHERN MICHIGAN REVIEW INC.	248-540-882.180	300.00
03/18	03/14/2018	79314	NORTHERN MICHIGAN REVIEW INC.	101-215-802.000	80.00
03/18	03/14/2018	79314	NORTHERN MICHIGAN REVIEW INC.	101-257-802.000	23.78
03/18	03/14/2018	79314	NORTHERN MICHIGAN REVIEW INC.	101-215-802.000	128.88
03/18	03/14/2018	79314	NORTHERN MICHIGAN REVIEW INC.	248-540-882.140	35.00
03/18	03/14/2018	79315	OMNIPARK INC.	514-587-775.000	158.00
03/18	03/14/2018	79316	ON DUTY GEAR LLC	101-345-775.000	187.93
03/18	03/14/2018	79316	ON DUTY GEAR LLC	101-345-775.000	428.88
03/18	03/14/2018	79317	Penguin Random House	271-790-761.000	30.00
03/18	03/14/2018	79317	Penguin Random House	271-790-761.000	37.50
03/18	03/14/2018	79318	Peninsula Fiber Network LLC	271-790-850.000	150.00
03/18	03/14/2018	79319	PERFORMANCE PAINTING	582-590-802.000	950.00
03/18	03/14/2018	79320	Petoskey Cheese	248-540-882.180	220.00
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-236.217	4,465.69
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-237.217	712.45
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-237.217	528.24
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-237.217	223.91
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	222.98
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	19.76
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	14.62
03/18	03/14/2018	79321	PETOSKEY PUBLIC SCHOOLS	703-040-233.000	6.19
03/18	03/14/2018	79322	RANGE TELECOMMUNICATIONS	204-481-850.000	20.00
03/18	03/14/2018	79322	RANGE TELECOMMUNICATIONS	582-588-850.000	20.00
03/18	03/14/2018	79322	RANGE TELECOMMUNICATIONS	592-549-850.000	100.00
03/18	03/14/2018	79322	RANGE TELECOMMUNICATIONS	592-549-850.000	100.00
03/18	03/14/2018	79322	RANGE TELECOMMUNICATIONS	661-598-850.000	20.80
03/18	03/14/2018	79323	RICHARD'S TIRE INC.	661-598-932.000	1,805.94
03/18	03/14/2018	79324	ROOT MECHANICAL LLC	592-555-802.000	1,485.00
03/18	03/14/2018	79324	ROOT MECHANICAL LLC	592-558-802.000	1,485.00
03/18	03/14/2018	79325	SACKRIDER, BEN	101-345-802.000	555.00
03/18	03/14/2018	79325	SACKRIDER, BEN	101-268-802.000	1,789.76
03/18	03/14/2018	79325	SACKRIDER, BEN	202-479-802.000	250.00
03/18	03/14/2018	79325	SACKRIDER, BEN	271-790-801.000	263.20
03/18	03/14/2018	79325	SACKRIDER, BEN	582-593-930.000	579.04
03/18	03/14/2018	79325	SACKRIDER, BEN	514-587-802.000	2,632.00
03/18	03/14/2018	79326	SALINE DISTRICT LIBRARY	271-790-955.000	9.95
03/18	03/14/2018	79327	Spectrum Business	101-345-850.000	110.41
03/18	03/14/2018	79327	Spectrum Business	514-587-802.100	104.87
03/18	03/14/2018	79327	Spectrum Business	101-789-850.000	79.91
03/18	03/14/2018	79327	Spectrum Business	101-345-850.100	305.67
03/18	03/14/2018	79327	Spectrum Business	101-770-850.000	74.98
03/18	03/14/2018	79328	STAFFORD'S HOSPITALITY	248-540-882.180	399.91
03/18	03/14/2018	79329	STANDARD ELECTRIC COMPANY	582-010-111.000	5,231.46
03/18	03/14/2018	79329	STANDARD ELECTRIC COMPANY	582-586-775.000	320.46
03/18	03/14/2018	79329	STANDARD ELECTRIC COMPANY	101-268-930.000	28.84
03/18	03/14/2018	79329	STANDARD ELECTRIC COMPANY	101-268-930.000	104.61
03/18	03/14/2018	79329	STANDARD ELECTRIC COMPANY	582-590-775.000	18.06
03/18	03/14/2018	79330	STAPLES ADVANTAGE	101-268-775.000	466.09
03/18	03/14/2018	79330	STAPLES ADVANTAGE	101-441-751.000	70.95
03/18	03/14/2018	79330	STAPLES ADVANTAGE	101-208-751.000	7.94
03/18	03/14/2018	79330	STAPLES ADVANTAGE	101-215-751.000	101.16
03/18	03/14/2018	79330	STAPLES ADVANTAGE	101-201-751.000	3.29

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03/18	03/14/2018	79331	State of Michigan	661-598-931.000	3.00
03/18	03/14/2018	79332	State of Michigan	271-790-912.000	110.00
03/18	03/14/2018	79332	State of Michigan	271-790-912.000	110.00
03/18	03/14/2018	79332	State of Michigan	271-790-912.000	110.00
03/18	03/14/2018	79332	State of Michigan	271-790-912.000	140.00
03/18	03/14/2018	79332	State of Michigan	271-790-912.000	110.00
03/18	03/14/2018	79333	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.200	161.82
03/18	03/14/2018	79333	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.300	3,671.64
03/18	03/14/2018	79333	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.400	746.79
03/18	03/14/2018	79333	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.500	18.60
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-345-751.000	747.07
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-201-751.000	149.41
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-208-751.000	74.71
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-257-751.000	74.71
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-345-751.000	254.00
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-441-751.000	44.82
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-770-751.000	74.71
03/18	03/14/2018	79334	SYSCO GRAND RAPIDS	101-756-751.000	74.71
03/18	03/14/2018	79335	T2 Systems Canada Inc.	514-587-802.000	165.00
03/18	03/14/2018	79336	T-Mobile	271-790-850.000	129.60
03/18	03/14/2018	79337	Traffic & Safety Control	514-587-775.000	272.00
03/18	03/14/2018	79338	TROPHY CASE, THE	101-345-751.000	45.00
03/18	03/14/2018	79339	VALUE LINE PUBLISHING LLC	271-790-760.400	82.50
03/18	03/14/2018	79340	VAN'S BUSINESS MACHINES	271-790-751.000	448.32
03/18	03/14/2018	79340	VAN'S BUSINESS MACHINES	271-790-751.000	88.99
03/18	03/14/2018	79340	VAN'S BUSINESS MACHINES	271-790-751.000	175.15
03/18	03/14/2018	79341	VERIZON WIRELESS	101-345-850.000	56.16
03/18	03/14/2018	79341	VERIZON WIRELESS	592-549-850.000	1.02
03/18	03/14/2018	79341	VERIZON WIRELESS	582-588-850.000	12.23
03/18	03/14/2018	79341	VERIZON WIRELESS	592-538-850.000	80.06
03/18	03/14/2018	79341	VERIZON WIRELESS	101-441-850.000	54.48
03/18	03/14/2018	79341	VERIZON WIRELESS	101-345-850.000	104.57
03/18	03/14/2018	79341	VERIZON WIRELESS	592-538-920.000	280.07
03/18	03/14/2018	79342	WALL STREET JOURNAL	271-790-760.400	478.88
03/18	03/14/2018	79343	WATSON LABEL PRODUCTS	271-790-751.000	527.80
Grand Totals:					1,300,174.99

Report Criteria:

Check.Date = 03/01/2018-03/14/2018

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78738	03/02/2018	BERISH, CHRIS	582081642300	33.43-
79175	03/07/2018	Cornstalk, Daniel & Rosalie	582040285000	22.78
79176	03/07/2018	Freeman, William	582040285000	7.22
79177	03/07/2018	Grooters Trust, Robert	703040222217	1,024.55
79177	03/07/2018	Grooters Trust, Robert	703040228217	1,098.79
79177	03/07/2018	Grooters Trust, Robert	703040229217	713.53
79177	03/07/2018	Grooters Trust, Robert	703040230217	1,611.73
79177	03/07/2018	Grooters Trust, Robert	703040231217	327.63
79177	03/07/2018	Grooters Trust, Robert	703040234217	506.07
79177	03/07/2018	Grooters Trust, Robert	703040235217	382.14
79177	03/07/2018	Grooters Trust, Robert	703040236217	3,296.39
79177	03/07/2018	Grooters Trust, Robert	703040237217	658.81
79177	03/07/2018	Grooters Trust, Robert	703040238217	86.07
79178	03/07/2018	Kilpatrick, Melissa	582040285000	50.65
79179	03/07/2018	Petoskey Glass	582588803000	389.38
79180	03/07/2018	Pyjar, Peggy	582588803000	50.00
79264	03/14/2018	Bachi, Ed	101087653000	64.00
79265	03/14/2018	Bell, Colleen	582040285000	58.71
79266	03/14/2018	MCCLUSKEY, WENDY	582040285000	21.43
79267	03/14/2018	Moen, Jill	101087653000	90.00
Grand Totals:				10,426.45



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 19, 2018

PREPARED: March 15, 2018

AGENDA SUBJECT: Appointment Recommendations

RECOMMENDATION: That the City Council consider these reappointments

The City Council will be asked to consider the following reappointments (applications enclosed):

- BOARD OF REVIEW – Reappointment of Joseph Nachtrab, 6744 Preserve Drive North, for a three-year term ending April 2021; and
- ZONING BOARD OF APPEALS – Reappointment of Mary Clinton, 1004 Howard Street, and Jim Knibbs, 616 Bay Street, both for three-year terms ending April 2021.

sb

Enclosures



City of Petoskey

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

RECEIVED

MAR 02 2018

CITY OF PETOSKEY
CITY MANAGER

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	Nachtrab		Joseph		T	■ Date	03	02	2018
	Last		First		Initial				
■ Residence Address	6744	Preserve Dr N	Petoskey	MI	49770	■ Home Phone	231	439	5596
	Number	Street	City	State	Zip				
■ Email Address	joe@northavengroup.com					■ Work Phone	419	450	0043

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? Board of Tax Review. I have completed my first term and would welcome the opportunity to serve another term.
2. How do you believe your appointment would benefit the City? my background in finance, accounting, and real estate as well as on point knowledge in Bay Harbor is a benefit to the City
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity. I have served on Bay Harbor Community Council for many years including terms as Chariman and Treasurer. I currentl I currently also serve onthe Board of Bay Habor Yacht Club and Bay Harbor Marketing Alliance. And on the Finance Christ Child Society of Northern Michigan.
4. How many continuous years have you lived in Petoskey? 18
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.

<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	Are you a registered voter?
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	Are you currently in default of taxes or fines to the City of Petoskey?
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	Do you or immediate family members currently serve on a City Board or Commission? If yes, which Board or Commission? _____
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	Have you ever been convicted of a felony? If yes, 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: _____

Date: _____



City of Petoskey

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

RECEIVED

FEB 28 2018

CITY OF PETOSKEY
CITY MANAGER

SB

Application to Serve on a Board or Commission

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

■ Name	Clinton	Mary	F.	■ Date	2	27	2018		
	Last	First	Initial						
■ Residence Address	1004	Howard Street	Petoskey	MI	49770	■ Home Phone	231	348	0948
	Number	Street	City	State	Zip				
■ Email Address	mclinton@conklinbenham.com					■ Work Phone	313	910	8267

Please answer the following questions using the space provided.

- What Board or Commission interests you and why are you applying? Zoning Board of Appeals
- How do you believe your appointment would benefit the City? I have had previous experience on this board and the Sign Commission, both of which have introduced me to Petoskey government. My work as an attorney has given me experience in interpreting legal documents such as our city ordinances.
- Describe any involvement in the community on a Board or Commission or in another volunteer capacity. Please see my answer to #2 concerning my prior service on the Sign Commission and the Zoning Board of Appeals.
- How many continuous years have you lived in Petoskey? 7
- Any other helpful information relevant to your application. I have also served on a school board while living in Ingham County and have served on other boards; I am currently a board member for the Petoskey Curling Club.

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

- ☒ YES ☐ NO Are you a registered voter?
- ☐ YES ☒ NO Are you currently in default of taxes or fines to the City of Petoskey?
- ☐ YES ☒ NO Do you or immediate family members currently serve on a City Board or Commission? If yes, which Board or Commission?
- ☐ YES ☒ NO Have you ever been convicted of a felony? If yes, 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: *Mary Clinton* Date: 2.27.18



City of Petoskey

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

RECEIVED

MAR 05 2018

CITY OF PETOSKEY
CITY MANAGER

SB

Application to Serve on a Board or Commission

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

■ Name	Knibbs	Jim	F	■ Date	2	28	2018		
	Last	First	Initial						
■ Residence Address	616	Bay Street	Petoskey	MI	49770	■ Home Phone	231	347	5314
	Number	Street	City	State	Zip				
■ Email Address	jimknibbs67@gmail.com					■ Work Phone	231	838	3604

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? Continue on ZBA
2. How do you believe your appointment would benefit the City?
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity.
4. How many continuous years have you lived in Petoskey? 39
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.

<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Are you a registered voter?
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Are you currently in default of taxes or fines to the City of Petoskey?
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Do you or immediate family members currently serve on a City Board or Commission? If yes, which Board or Commission? <u>ZBA</u>
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Have you ever been convicted of a felony? If yes, 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.

Jim Knibbs

Date: 2-28-2018



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 19, 2018

DATE PREPARED: March 15, 2018

AGENDA SUBJECT: Second reading and possible adoption of a proposed ordinance amending Ordinance 727 concerning Redevelopment Liquor License Program

RECOMMENDATION: That City Council conduct a second reading with possible approval

Background This is the second reading of an ordinance pertaining to issuance of Redevelopment Liquor licenses. The ordinance may be passed at this meeting if City Council so chooses. The following was included at the March 5, 2018 City Council meeting. Enclosed Staff has included both a marked-up copy as well as the final draft of the ordinance.

At the January 16 and February 13, 2018 DMB meeting, board members discussed possible revisions to Ordinance 727, an ordinance establishing the Redevelopment Liquor License (RLL) program. Questions arose about the redevelopment liquor license program when a downtown business for the second year petitioned the Michigan Liquor Control Commission (MLCC) to escrow their RLL on a temporary basis. The MLCC has stated that the RLL for the downtown business has been granted an escrow from mid-December 2017 – May 1, 2018.

Pertaining to the escrow of a liquor license, the MLCC does not allow a business with a liquor license to close for more than 30 days but will grant an escrow of a liquor license if it complies with State regulations. The MLCC does not take into account any local ordinances and regulations when deciding on whether to place a liquor license in escrow.

Recommended revisions to the ordinance by the DMB include the following:

- Updating Sec 4-1 to more accurately describe the most recent State statutes for RLLs. Added the last sentence, *"This Ordinance shall also apply retroactively to all existing redevelopment liquor licenses."*
- Section 4-2 Requirements added language *"that apply and obtain redevelopment liquor licenses."* Also added language to 4-2 (1) & (2) creating more consistency between Petoskey's local ordinance and State Statutes. Lastly in Section 4-2 (4) changed City to County. Changed language in (5) to more closely align with State Statute language.
- Section 4-3 (4) added *"recreation and entertainment"* as well as *"and entities"*.

The DMB is also recommending the following changes that according to the discretion of City Council, may or may not be included:

- Strike 4-3 (6) *"Businesses seeking to utilize a Redevelopment Project Area License shall not have bar seating for more than 6 persons."*

- Strike provisions in 4-3 (78), added language stating hours of operation shall be consistent with State of Michigan laws.
- 4.3 (109) increased maximum number of RLLs from 6 to 10.

See enclosed Jim Murray's legal opinion dated February 8, 2018 and revised Ordinance 727.

Action Discussion of proposed changes. Because this is the second reading, City Council could pass the new regulations at this meeting. If City Council is supportive of the changes, a motion could be made to *"approve revisions to Ordinance 727 as depicted in the Council packet."*

rs
Enclosures

ORDINANCE NO. 727

AN ORDINANCE TO establish conditions and criteria for the evaluation of liquor license requests submitted to the City of Petoskey pursuant to Public Act 501 of the Public Acts of 2006, being Section 521(a)(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521(a)(1) (the "Act") and to establish necessary conditions to ensure that the issuance of a liquor license is consistent with adopted goals and plans of the redevelopment project area established by the City and to ensure the issuance of the license will enhance the quality of life for residents and visitors.

THE CITY OF PETOSKEY ORDAINS:

ARTICLE I

Sec. 4-1 Purpose: The City hereby establishes criteria for the evaluation of liquor license requests submitted pursuant to Public Act 501 of the Public Acts of 2006, being Section 521(a)(1) of the Michigan Liquor Control Code of 1998, Act 58 of 1998, as amended, MCL 436.1101 et seq. being MCL 436.1521(a)(1) (the "Act") and establishes necessary conditions to ensure that the issuance of a license is consistent with adopted goals and plans of the redevelopment project area established by the City and to ensure the issuance of a license will enhance the quality of life for residents and visitors. This Ordinance shall also apply retroactively to all existing redevelopment liquor licenses.

ARTICLE II

Sec. 4-2 Requirements: Businesses that apply and obtain redevelopment liquor licenses licensed under the Act must:

- (1) Be engaged in dining, entertainment or recreation as required by this Ordinance, the Act and all State of Michigan laws at least 5 days per week.
- (2) Be open to the general public at least 10 hours a day, 5 days a week as required by this Ordinance, the Act and all State of Michigan laws.
- (3) Have a seating capacity of at least 25 people.
- (4) Demonstrate to the satisfaction of the Liquor Control Commission (LCC) that they attempted to purchase an available on-premise escrowed license or quota license within the City-County, and that one was not readily available as defined in the Act.
- (5) Either have expended at least \$75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or commit capital investment of at least \$75,000 that will be expended for the building before the license is issued. Have spent at least \$75,000 for the rehabilitation or restoration of the building where the license will be housed over a period of the preceding five years or a commitment for a capital investment of at least \$75,000 that will be spent before the issuance of the license.

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Sec. 4-3 Policy: The City of Petoskey will use the following procedures in reviewing applications for liquor licenses under the Act:

- (1) Applicants requesting a license must document that they have a real property interest within the Redevelopment project area defined by the City Council under separate

resolution, also known as the "DDA District" by completing an application documenting the property interest to the satisfaction of the City Manager (deed, lease, contingent sale, contingent lease, or similar documentation). If the applicant is not the owner, applicant shall include written concurrence from the owner. Each application must be accompanied by an application fee in the amount established from time to time by the City Council.

- (2) The applicant shall include, as a part of an application, documentation showing that at least \$75,000 has been expended for the rehabilitation or restoration of the building that would house the licensed premises, or shall make a commitment for capital investment of at least \$75,000 which shall be expended prior to the issuance of the license.
- (3) The applicant shall document how the issuance of the license will benefit the DDA District and the City. Such documentation may include a business plan, an architectural plan, and other information necessary to review the proposal.
- (4) In evaluating proposals, the City Council may consider how the issuance of a license would promote economic growth in a manner consistent with adopted goals, plans or policies of the DDA District, including, but not limited to, the Downtown Blueprint Masterplan. In addition, the Council shall give consideration to:
 - (a) The recommendation of the Downtown Management Board, who shall have thirty days from the date of submission to the City of Petoskey to review and make a recommendation on a license application.
 - (b) Existing restaurant, recreation, and entertainment businesses/entities within the DDA District that meet the criteria for issuance of a license as of January 1, 2011.
 - (c) New restaurant, recreation, and entertainment businesses/entities occupying space where the capital investment greatly exceeds the requirements of the Act.
 - (d) New restaurant, recreation, and entertainment businesses/entities which will contribute a new or unique choice to the mix of establishments within the DDA area.
 - (e) The quality and detail of the business documentation as outlined in §3.
- (5) New qualifying businesses making exterior façade improvements shall conform to the Downtown Design Guidelines.
- ~~(6) Businesses seeking to utilize a Redevelopment Project Area License shall not have bar service seating for more than 6 persons.~~
- (67) The applicant and subject property owner shall not have any current or outstanding code violations, tax delinquencies, other outstanding City fees or in any way be in default to the City.
- (78) Businesses seeking to utilize a Redevelopment Project Area Liquor License, as provided for in MCL 436.1524the Act shall conform to the Act and all State of Michigan laws for hours of operation.
 - ~~(a) Not serve alcohol after 11 pm on any day.~~

~~(b) Not serve alcohol between the hours of 11 pm and 7am, or other hours as otherwise prohibited by state law or Michigan Liquor Control Commission Promulgated Rule.~~

(9) The provisions of this section shall not apply to Banquet Facility Permits or A Hotel or B Hotel Licenses issued by the Michigan Liquor Control Commission as part of a Redevelopment Project Area License.

(109) In order to protect the health, safety and welfare of the Petoskey community and the retail character of the Petoskey downtown area as outlined in the Downtown Blueprint Masterplan the City Council shall not approve more than ~~six-ten (10) (6)~~ Redevelopment Project Area Liquor Licenses within the DDA district.

ARTICLE III

Sec. 4-4 **Penalty: Municipal Civil Infractions**

- (1) Any person, firm or corporation violating any of the provisions of this Ordinance is responsible for a municipal civil infraction, subject to payment of a civil fine pursuant to the City of Petoskey Municipal Civil Infraction Ordinance, as amended, plus costs and other sanctions for each violation (as authorized by Section 24 of Act 184 of the Public Acts of Michigan of 1943, as amended, the City of Petoskey Municipal Civil Infraction Ordinance, and other applicable laws).
- (2) Repeat offenses under this Ordinance shall be subject to increased fines, as provided by the City of Petoskey Municipal Civil Infraction Ordinance, as amended from time to time.
- (3) Each day on which any violation of this Ordinance occurs or continues constitutes a separate offense, subject to separate sanctions. The paying of a fine or sanctions under this Ordinance shall not exempt the offender from meeting the requirements of this Ordinance.
- (4) The City Manager, the Director of Public Works, the Director of Public Safety, City Planner/Zoning Administrator, all Public Safety Officers or other designees of the City Manager, (as defined by the Municipal Civil Infraction Ordinance, as amended) are hereby designated as the Authorized City Officials to issue municipal civil infraction citations for violations of this Ordinance.
- (5) A violation of this Ordinance is deemed to be a nuisance, per se. In addition to any remedies available at law, the city may bring an action for an injunction or other process against any person to restrain, prevent or abate any violation of this Ordinance.

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

This Ordinance shall take effect fourteen (14) days following its enactment and shall be published once within seven (7) days after its enactment as provided by Charter.

Enacted and Ordained by the City of Petoskey City Council on the ~~19th~~ _____ day of ~~September~~,
_____, 201~~8~~1.

~~H. Ted Pall, Jr., M.D.~~John Murphy Mayor

Alan Terry, Clerk Treasurer

ORDINANCE NO. ____

AN ORDINANCE TO establish conditions and criteria for the evaluation of liquor license requests submitted to the City of Petoskey pursuant to Public Act 501 of the Public Acts of 2006, being Section 521a(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1) (the "Act") and to establish necessary conditions to ensure that the issuance of a liquor license is consistent with adopted goals and plans of the redevelopment project area established by the City and to ensure the issuance of the license will enhance the quality of life for residents and visitors.

THE CITY OF PETOSKEY ORDAINS:

ARTICLE I

Sec. 4-1 Purpose: The City hereby establishes criteria for the evaluation of liquor license requests submitted pursuant to Public Act 501 of the Public Acts of 2006, being Section 521a(1) of the Michigan Liquor Control Code of 1998, Act 58 of 1998, as amended, MCL 436.1101 et seq. (the "Act") and establishes necessary conditions to ensure that the issuance of a license is consistent with adopted goals and plans of the redevelopment project area established by the City and to ensure the issuance of a license will enhance the quality of life for residents and visitors. This Ordinance shall also apply retroactively to all existing redevelopment liquor licenses.

ARTICLE II

Sec. 4-2 Requirements: Businesses that apply and obtain redevelopment liquor licenses licensed under the Act must:

- (1) Be engaged in dining, entertainment or recreation as required by this Ordinance, the Act and all State of Michigan laws.
- (2) Be open to the general public as required by this Ordinance, the Act and all State of Michigan laws.
- (3) Have a seating capacity of at least 25 people.
- (4) Demonstrate to the satisfaction of the Liquor Control Commission (LCC) that they attempted to purchase an available on premise escrowed license or quota license within the County, and that one was not readily available as defined in the Act.
- (5) Have spent at least \$75,000 for the rehabilitation or restoration of the building where the license will be housed over a period of the preceding five years or a commitment for a capital investment of at least \$75,000 that will be spent before the issuance of the license.

Sec. 4-3 Policy: The City of Petoskey will use the following procedures in reviewing applications for liquor licenses under the Act:

- (1) Applicants requesting a license must document that they have a real property interest within the Redevelopment project area defined by the City Council under separate resolution, also known as the "DDA District" by completing an application documenting the property interest to the satisfaction of the City Manager (deed, lease, contingent sale, contingent lease, or similar documentation). If the applicant is not the owner, applicant shall include written concurrence from the owner.

Each application must be accompanied by an application fee in the amount established from time to time by the City Council.

- (2) The applicant shall include, as a part of an application, documentation showing that at least \$75,000 has been expended for the rehabilitation or restoration of the building that would house the licensed premises, or shall make a commitment for capital investment of at least \$75,000 which shall be expended prior to the issuance of the license.
- (3) The applicant shall document how the issuance of the license will benefit the DDA District and the City. Such documentation may include a business plan, an architectural plan, and other information necessary to review the proposal.
- (4) In evaluating proposals, the City Council may consider how the issuance of a license would promote economic growth in a manner consistent with adopted goals, plans or policies of the DDA District, including, but not limited to, the Downtown Blueprint Masterplan. In addition, the Council shall give consideration to:
 - (a) The recommendation of the Downtown Management Board, who shall have thirty days from the date of submission to the City of Petoskey to review and make a recommendation on a license application.
 - (b) Existing restaurant, recreation, and entertainment businesses/entities within the DDA District that meet the criteria for issuance of a license as of January 1, 2011.
 - (c) New restaurant, recreation, and entertainment businesses/entities occupying space where the capital investment greatly exceeds the requirements of the Act.
 - (d) New restaurant, recreation, and entertainment businesses/entities which will contribute a new or unique choice to the mix of establishments within the DDA area.
 - (e) The quality and detail of the business documentation as outlined in §3.
- (5) New qualifying businesses making exterior façade improvements shall conform to the Downtown Design Guidelines.
- (6) The applicant and subject property owner shall not have any current or outstanding code violations, tax delinquencies, other outstanding City fees or in any way be in default to the City.
- (7) Businesses seeking to utilize a Redevelopment Project Area Liquor License, as provided for in the Act shall conform to the Act and all State of Michigan laws for hours of operation.
- (8) The provisions of this section shall not apply to Banquet Facility Permits or A Hotel or B Hotel Licenses issued by the Michigan Liquor Control Commission as part of a Redevelopment Project Area License.
- (9) In order to protect the health, safety and welfare of the Petoskey community and the retail character of the Petoskey downtown area as outlined in the Downtown Blueprint Masterplan the City Council shall not approve more than ten (10) Redevelopment Project Area Liquor Licenses within the DDA district.

ARTICLE III

Sec. 4-4 Penalty: Municipal Civil Infractions

- (1) Any person, firm or corporation violating any of the provisions of this Ordinance is responsible for a municipal civil infraction, subject to payment of a civil fine pursuant to the City of Petoskey Municipal Civil Infraction Ordinance, as amended, plus costs and other sanctions for each violation (as authorized by Section 24 of Act 184 of the Public Acts of Michigan of 1943, as amended, the City of Petoskey Municipal Civil Infraction Ordinance, and other applicable laws).
- (2) Repeat offenses under this Ordinance shall be subject to increased fines, as provided by the City of Petoskey Municipal Civil Infraction Ordinance, as amended from time to time.
- (3) Each day on which any violation of this Ordinance occurs or continues constitutes a separate offense, subject to separate sanctions. The paying of a fine or sanctions under this Ordinance shall not exempt the offender from meeting the requirements of this Ordinance.
- (4) The City Manager, the Director of Public Works, the Director of Public Safety, City Planner/Zoning Administrator, all Public Safety Officers or other designees of the City Manager, (as defined by the Municipal Civil Infraction Ordinance, as amended) are hereby designated as the Authorized City Officials to issue municipal civil infraction citations for violations of this Ordinance.
- (5) A violation of this Ordinance is deemed to be a nuisance, per se. In addition to any remedies available at law, the city may bring an action for an injunction or other process against any person to restrain, prevent or abate any violation of this Ordinance.

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

This Ordinance shall take effect fourteen (14) days following its enactment and shall be published once within seven (7) days after its enactment as provided by Charter.

Enacted and Ordained by the City of Petoskey City Council on the _____ day of , _____ 2018.

John Murphy Mayor

Alan Terry, Clerk Treasurer



February 8, 2018

Rob Straebel, City Manager
City of Petoskey
101 E. Lake Street
Petoskey, MI 49770

RE: *Redevelopment Liquor Licenses*

Dear Rob:

Per your request, we reviewed the City's Ordinance No. 727 concerning Redevelopment Liquor Licenses. We also reviewed the Michigan Liquor Control Code; being Act 58 of 1998 (the "Act"). Based on this review and our discussion, we offer proposed changes to the City's Ordinance, a copy of which is enclosed.

The other goal of this correspondence is to clarify the confusion regarding the claim that redevelopment licenses issued under Section 521a of the Act are "*allowed to be used seasonally*." This is not a true statement of the law.

This belief is contrary to the rules that were promulgated under the Act. Under Rule 436.1047 (copy attached), no licensee (whether issued under Section 521a or any other license) may close for a period of more than 30 days. A licensee may only close longer than 30 days with the consent of the Michigan Liquor Control Commission ("MLCC") and the licensee must put their license in escrow. The MLCC regulates all requests for escrow and generally does not allow a business to merely close for the season.

We made suggested revisions to Section 4.2 of the Ordinance as the Act refers to the availability of licenses throughout the County as opposed to the City. Other proposed changes reflect hours of business to be in conformity with the Act, and as regulated by the MLCC, as opposed to the City's Ordinance.


Some of the other proposed changes (which are within the discretion of the City Council) relate to changes requested by the DMB. For example, the limitation on bar service seating and the number of licenses was revised. Finally, we want to clarify that these changes would apply to all existing DDA license holders in the City.

February 8, 2018

Page 2

As always, if you have any questions, please do not hesitate to contact me.

Very truly yours,



James J. Murray
Plunkett Cooney
Direct Dial 231-348-6413

JJM/tll

Enclosures

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**MICHIGAN LIQUOR CONTROL CODE,
ADMINISTRATIVE RULES AND
RELATED LAWS**



MICHIGAN LIQUOR CONTROL COMMISSION

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
SHELLY EDGERTON, DIRECTOR**

RICK SNYDER, GOVERNOR

REPRINTED FROM MICHIGAN COMPILED LAWS
APRIL 2011 EDITION
LAST UPDATED AUGUST 2017
\$15.00

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AUXILIARY AIDS, SERVICES AND OTHER REASONABLE ACCOMMODATIONS ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES.



subrule does not apply to any of the following:

- (a) A dispensing machine, commonly known as an "in-room bar device", whether or not operated by coin or currency, and that is located in the bedrooms or suites of licensed hotels.
- (b) A dispensing machine that is located at an on-premises licensed establishment under all of the following conditions:
 - (i) The dispensing machine does not dispense more than 96 ounces of beer or wine in a single order.
 - (ii) The dispensing machine is located at a patron's table or booth only.
 - (iii) The dispensing machine does not dispense spirits or mixed spirit drink.
 - (iv) The patron of the establishment ordered the beer or wine from the clerk, servant, agent, or employee of the licensee that verified the patron's legal age and determined the patron can otherwise be served an alcoholic beverage.
 - (v) The licensee does not sell, offer to sell, or advertise the sale of an unlimited quantity of beer or wine from the dispensing machine.
 - (vi) The licensee monitors the sale, service, and consumption of beer or wine from the dispensing machine to ensure compliance with the act and rules.

History: 1979 ACS 4, Eff. Feb. 3, 1981; 1992 MR 6, Eff. July 15, 1992; 2000 MR 3, Eff. March 20, 2000; 2016 MR 23, Eff. Dec. 13, 2016.

R 436.1047 Return of licenses and permits.

Rule 47.

A licensee who ceases active operation of the licensed business for a period of more than 30 days shall return all current licenses and permits to the commission to be placed into escrow. The license or licenses that the licensee returns under this rule shall be the actual license printed and issued by the commission and not a copy of the actual license printed and issued by the commission. For purposes of this rule, "ceases active operation" does not include seasonal businesses that are both of the following:

- (a) In compliance with the requirements of section 535 of the act, MCL 436.1535.
- (b) Considered seasonal employers under section 27(o)(9)(d) of 1936 PA 1, MLC 421.27(o)(9)(d).

History: 1979 ACS 4, Eff. Feb. 3, 1981; 2016 MR 23, Eff. Dec. 13, 2016.

R 436.1048 Renewal of licenses.

Rule 48.

- (1) A license, and any permits or approvals, shall be renewed each year by April 30 following the date of issuance.
- (2) The licensee has a continuing duty to provide the commission with up-to-date contact information and must notify the commission in writing of any changes to its mailing address, phone numbers, electronic mail address, and other contact information it provides the commission.

History: 2016 MR 23, Eff. Dec. 13, 2016.

R 436.1049 Transfer of license or corporate stock while an alleged violation is pending final disposition.

Rule 49.

- (1) If the licensee has been cited in a violation report, a transfer of a license shall not be completed before final disposition of the alleged violation.
- (2) If the licensee has been cited in a violation report, a transfer of more than 10% in the aggregate of the stock of a licensed corporation or a transfer of 10% or more in the aggregate of the membership in a limited liability company shall not be completed before final disposition of the alleged violation.
- (3) A licensee shall not transfer a license, transfer an interest in a license, or remove a license from escrow with the commission until that licensee has paid all outstanding fines, fees, or charges levied by the commission, except upon prior written order of the commission.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 19, 2018

PREPARED: March 14, 2018

AGENDA SUBJECT: Planning Commission Annual Report and Annual Update on Economic Development Strategy

RECOMMENDATION: That the City Council receive and accept report

Pursuant to Act 33 of the Michigan Public Acts of 2008, Article II, Section 125.3819, please find enclosed the Planning Commission Annual Report for 2017.

The City Planner will review the report and provide the annual update on the City Economic Development Strategy required by the MEDC for Redevelopment Ready Communities® (RRC) Program.

at
Enclosure



City of Petoskey

Planning Commission Annual Report 2017

The Planning Commission is the body authorized to create and approve a master plan as a guide for community development. The Commission then implements the plan through recommendations on zoning ordinance amendments, development of the capital improvements program, and review of development proposals and creation of sub-area plans. The Commission consists of nine members, and is staffed by the City Planner.

Planning Commission Meetings: 16, including a joint meeting with City Council to review the proposed H Hospital Zoning District

Training received:

- Planning and Zoning Essentials – all Commissioners have now received this training
- Commercial District Trends – Robert Gibbs
- Michigan Association of Planning Annual Conference
- Michigan Historic Preservation Network Annual Conference
- Networks Northwest Housing Summit

Master Plan Implementation

Parks and Recreation Master Plan

Commissioner Meyerson served on the Parks and Recreation Master Plan 5-year update steering committee and the Commission reviewed and recommended the plan for approval.

Downtown Strategic Plan

Commissioners Andrews and Neumann served on the process committee for the five-year update to the Downtown Strategic Plan. Several Commissioners also attended the public presentation by Robert Gibbs and attended stakeholder sessions.

Capital Improvements Plan

The Commission reviewed and recommended approval of the 2018-2023 Capital Improvements Plan, noting the need to complete sidewalk connection priorities identified in the Non-Motorized Facilities Plan.

Ordinance Amendments

Zoning ordinance updates are continually in process to implement goals of the master plan, as well as to address community issues such as the need for workforce housing. In 2017, the Planning Commission forwarded proposed amendments to the RM-1 and RM-2 Multiple Family Districts, the B-2A Transitional Business District and the B-2B Mixed Use Corridor that had been initiated early in 2016.

The Commission created a new hospital campus zoning district (H Hospital) to promote longer-term master planning of the McLaren Northern Michigan properties. The ordinance drafting and recommendation to City Council took three (3) months and several special meetings.

The Commission also began discussions on food truck regulations and will be getting proposed language to City Council in early 2018 and were asked by City Council to work on updated regulations.

Development Action

Hospital Expansion –Site Plans and Master Site Facilities Plans

The Commission reviewed and approved the development of the West Colleague Lot and Burns Building Lot, which were considered “make ready” work for the proposed hospital addition in June of 2017. Then, following creation of the Hospital Zoning District, the Master Site Facility Plans for both the H1 and H2 Hospital properties were approved, followed by approval of the site plan for the new south addition in December, 2017.

Site Plan Review – 1008 Franklin Street

The Commission reviewed and approved a site plan for the reconstruction of a building at 1008 Franklin Street (Gibson Excavating). The site plan required variance approval by the Zoning Board of Appeals, and the site plan has since expired as no activity to rebuild has commenced.



BOARD: City Council

MEETING DATE: March 19, 2018

DATE PREPARED: March 15, 2018

AGENDA SUBJECT: Consideration to support an Application for a Small Distiller's License for High Five Spirits, 312 Howard Street

RECOMMENDATION: That City Council adopt the enclosed proposed resolution

Background On March 6, 2017, City Council supported an application for a Small Distiller's License for High Five Spirits, 330 West Mitchell Street, that was ultimately approved by the MLCC. High Five Spirits also obtained a tasting room license for their spirits at 312 Howard Street through the MLCC. The tasting room license allows sampling of spirits (less than ½ ounce) and purchase of spirits for off-site consumption only. The license does not allow for the selling of "cocktails" at the Howard Street location which is the desire of High Five Spirits' owners. They are therefore asking the City Council to support their application for a Small Distiller's License at the Howard Street location. See enclosed narrative from co-owner Michael Kazanowski and resolution for Local Government Approval.

To qualify for a Small Distiller's License and to allow for consumption of spirits on site, the company must include some manufacturing component of the distillery operation at 312 Howard Street. To meet this requirement, High Five Spirits is proposing that they will be "rectifying and bottling our spirits" at the Howard location. According to company representatives, the "rectifying" component of the manufacturing process includes adding various flavoring to the vodka spirits.

See enclosed narrative from High Five Spirits and resolution for the local governing body to approve a Small Distiller's License.

Action A resolution of recommendation for application consideration by the MLCC is enclosed for Council's consideration.

rs
Enclosures

From: Michael Kazanowski [<mailto:vodkatwins@highfivespirits.com>]
Sent: Thursday, March 08, 2018 11:11 AM
To: Robert Straebel <rstraebel@petoskey.us>
Subject: High Five Spirits March 19th Narrative

Hello,

First and foremost I want to give a big thank you to the City of Petoskey for allowing us to come in and request your permission to operate a small distillery at 312 Howard (MCL 436-1537). High Five Spirits currently has a tasting room license at 312 Howard, which due to my lack of understanding and communication, means we can only serve samplings and sell bottles and not sell cocktails which is detrimental to our business at this location. I take full responsibility for this mishap and I am grateful for your help and patience while we work through this.

To back track and fill you in we began using 330 w mitchell as our distillery starting in November, it was our plan to make all of our booze there and sell it at our downtown location. We passed all of our inspections at 312 Howard and received our license to open in february. After a week of operation we were told that we could not sell cocktails, due to the MLCC requirement we must do some part of the manufacturing process at the location we are selling for consumption. This is not something that is new in the state as tasting rooms in Traverse City and Torch lake have experienced similar set backs. I am very fortunate that with the help of the TTB, the MLCC, and my attorneys we have found the best way to work within the the guidlelines.

In order to sell cocktails at 312 Howard we must obtain a small distillers license, which allows for onsite consumption. Because we hold a Federal distilling permit (DSP) and Small Distillers License at 330 W mitchell we are able to make the alcohol at 330 w mitchell and transport it to 312 howard st, which is licensed under the same DSP, to finish it and bottle for use at that location. I want stress that we will NOT be doing any distilling downtown, we are simply rectifying our spirits and bottling. I am meeting with Matt from Public Safety to do a site visit to make sure we are all on the same page in terms of safety. Our process is taking the vodka and gin from 330 w mitchell adding our special blend and proprietary formula and filling it into bottles. I also want to add that 312 Howard meets all of the requirements, in terms of location, to obtain a small distillers license.

Again, I want to apologize to the City of Petoskey for my mishap. The city and its people have been nothing short of amazing since we decided to move our business up here. I know this is the not the way we wanted to start out but I do believe all things happen for a reason and we are in fact lucky we found out this info when we did. Thank you so much for working with my team and I to get through this situation, I am optimistic that we will have all of our licensing figured out and will be ready to rock by May.

Please feel free to ask any questions or concerns,
Sincerely,
Michael Kazanowski



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ regular _____ meeting of the _____ City of Petoskey City Council _____ council/board
(regular or special) (township, city, village)
called to order by _____ on Mar 19, 2018 at 7:00 P.M.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from High Five Spirits LLC

(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Small Distillers License - MCL 436.1537

(list specific licenses requested)

to be located at: 312 Howard Street, Petoskey, MI 49770

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ City Council
council/board at a _____ regular _____ meeting held on Mar 19, 2018 (township, city, village)
(regular or special) (date)

Alan Terry

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



BOARD: City Council

MEETING DATE: March 19, 2018

DATE PREPARED: March 15, 2018

AGENDA SUBJECT: Restated Agreement for Wastewater Treatment Service between Springvale-Bear Creek Disposal Authority and the City of Petoskey

RECOMMENDATION: That City Council discuss with possible approval

Background City and Springvale-Bear Creek Disposal Authority officials have negotiated provisions on the enclosed Restated Agreement for Wastewater Treatment Services. The Restated Agreement will replace a 1977 agreement and amendments that have recently expired. The Springvale-Bear Creek Disposal Authority recently approved the Restated Agreement at their February 27 board meeting.

Because sewage flows from Springvale Township were never fully realized, it is anticipated that the Springvale-Bear Creek Sewage Disposal Authority will ultimately be dissolved and that the Authority will assign the Restated Agreement to solely Bear Creek Township. This is addressed in #22 on page 9 of the Restated Agreement.

Highlights of the agreement as follows:

- In the event that the City's wastewater collection system needs to be modified as a result of increased flows from the Authority or from an additional connection point, the City will not be responsible for costs of such modifications that include asphalt restorations to City streets. If the City, in its sole discretion, determines that such modifications would benefit the needs of the City, the City may elect to participate in paying for some of the costs of the modifications.
- City commits to treating up to 0.57 million gallons per day (MGD) of the City's 2.5 MGD wastewater treatment plant. Average flows from the Springvale/Bear Creek Township are currently in the 0.15 MGD range with substantial remaining capacity to serve future growth.
- Agreement establishes that all substances in the Authority's sewage flow shall not exceed limits per Chapter 22-Utilities of the City Code. The City has the full authority to halt discharge of the Authority's wastewater if sewage substances exceed maximum contamination limits.
- Authority shall pay 95% of the City's current commodity charge for operation and maintenance costs of wastewater treatment plant and collection system. The 95% takes in to account that the Authority, with many sewage customers, is one customer for the City. Therefore, the City's administrative and billing costs are less while the Authority must still maintain their sewage lines that connect to the City's collection system.

- Based upon past flows, the Agreement requires the Authority to pay for 16.8% of any future capital improvements or additions to the Wastewater Treatment Facility. The 16.8% figure has been used for many years and is currently the percentage that the City is charging the Authority for the current Wastewater Treatment Plant Improvement Project.
- Payments to the City from the Authority shall not be construed as vesting any right, title or interest in the City Wastewater Treatment Facility or collection system.
- The Authority must get approval from the City for all sewer connections to the City's collection system.
- Term is for 20 years or until 2038. The Agreement may be extended or terminated by mutual consent of both parties.
- As mentioned previously, the Agreement may be assignable by the Authority to Bear Creek Township.

The agreement has been fully reviewed by the City Attorney.

Action Motion to approve the Restated Agreement for Wastewater Treatment Service between the Spingvale/Bear Creek Sewage Disposal Authority and the City of Petoskey.

rs
Enclosures

**RESTATED AGREEMENT FOR WASTEWATER TREATMENT SERVICE
BETWEEN THE
SPRINGVALE-BEAR CREEK SEWAGE DISPOSAL AUTHORITY
AND
THE CITY OF PETOSKEY, MICHIGAN**

THIS RESTATED AGREEMENT ("Restated Agreement"), made this __ day of _____, 2018, between the City of Petoskey, a Michigan municipal corporation the "CITY") and the Springvale-Bear Creek Sewage Disposal Authority, a Michigan governmental authority (the "AUTHORITY"),

BACKGROUND RECITALS

WHEREAS, on September 26, 1977, the CITY and the AUTHORITY entered into an Original Agreement pursuant to which the parties agreed that the CITY would receive, transport, treat, and dispose of wastewater from the AUTHORITY, pursuant to certain terms and conditions; and

WHEREAS, on June 1, 1978, the parties executed Amendment No. 1 to the Original Agreement to amend provisions concerning the effective date of the Agreement, renewals of the Agreement, and the manner in which the Agreement could be terminated; and

WHEREAS, in or about May 2005, the parties entered into an interim Amendment No. 2 to the Agreement to eliminate distinctions between flow restrictions between the AUTHORITY'S northern and southern wastewater treatment service areas; and

WHEREAS, in or about June 2005, the parties entered into Amendment No. 3 to the Agreement to modify rate calculations and to eliminate distinctions of wastewater flow restrictions between the CITY'S main pumping station connection (commonly known as the North interval service area) and the other points of connection (commonly known as the South interval service area); and

WHEREAS, in or about August 2010, the CITY modified the wastewater treatment rate calculation method that was described in the Agreement, as previously amended; and

WHEREAS, in 2011 the AUTHORITY notified the CITY that a portion of the

AUTHORITY's wastewater flows north of the CITY would be diverted to other treatment sources in order to free up flow capacity in other areas served by the AUTHORITY; and

WHEREAS, the CITY has recently undertaken significant improvements to the wastewater treatment plant and has issued bonds to help fund these improvements; and

WHEREAS, the parties now wish to modify the rates charged by the CITY to treat flows from the AUTHORITY; to modify the method used by the CITY to determine those rates; and to extend the Agreement for wastewater treatment service; and

WHEREAS, the parties intend for this Restated Agreement to fully supersede the prior Agreement and amendments between the parties concerning wastewater treatment service.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants herein contained, together with other valuable consideration, the parties hereby agree that the following terms shall govern their contractual relationship regarding wastewater treatment service, subject only to any further amendments to which the parties may agree:

1. Replacement of prior agreements. The Agreement and Amendments Nos. 1, 2 and 3 are hereby terminated and replaced with this Restated Agreement.

2. City to accept wastewater.

A. The CITY agrees to accept wastewater for treatment from the following users, all of which are located within the Township (collectively referred to as "OUTSIDE CITY USERS")

(1) Township users billed by the Township and connected to the AUTHORITY'S system

(2) Township users billed by the Township and connected to the CITY'S system

(3) Township users billed by the CITY and connected to the CITY'S system

(4) Township users billed by the CITY and connected to the AUTHORITY'S system

B. Arrangements between the CITY and the Bay View Association for wastewater

treatment service shall be subject to the terms of separate agreement(s) between those parties and shall not be considered as service provided pursuant to this Agreement.

C. Those OUTSIDE CITY USERS defined in Sections 2(A)(1) and (2) above, will billed in accordance with the Bear Creek Township sewer ordinance, and the AUTHORITY shall pay the CITY as set forth in Section 9 of this Agreement.

D. Those OUTSIDE CITY USERS defined in Sections 2(A)(3) and (4) above will be billed at the rates established by the CITY for OUTSIDE CITY USERS as those rates may be amended from time to time pursuant to the CITY's "Utility Rate Schedule."

3. Authority's wastewater collection system. The AUTHORITY assumes sole responsibility to own, operate, maintain and replace its wastewater collection system, including but not limited to its connections to the CITY wastewater treatment system as depicted on Exhibit A, dated January 16, 2018, attached, and any future connections.

4. City's wastewater collection system. Wastewater received by the CITY from the AUTHORITY will be transported, treated and disposed of by the CITY. In the event an increase in the amount of wastewater from the Authority's jurisdiction is proposed to the extent that wastewater collection system components owned by the CITY will require modifications, the CITY shall not be responsible for the costs of such modifications. The costs of such modifications shall include, but not necessarily be limited to, those for mandatory full width restorations of asphalt pavement along streets (i.e. curb-to-curb) that are less than or equal to 10 years old, or if greater than 10 years old the extent of restoration shall be determined by the CITY on a case-by-case basis.

However, when a request for a new direct connection point to the CITY wastewater collection system is made by the AUTHORITY, or when the CITY is notified of a significant potential new wastewater flow from the AUTHORITY'S jurisdiction, the CITY shall evaluate the condition and capacity of CITY-owned downstream wastewater collection system components, at no cost to the CITY, and inform the AUTHORITY of any needed modifications. The CITY, in its sole discretion,

may elect to participate in the cost of any modifications if it determines they would benefit the needs of the CITY and its sewer users. Likewise, the CITY will notify the AUTHORITY of any planned wastewater collection system modifications that may impact wastewater flows from the AUTHORITY, and the AUTHORITY, in its sole discretion, may elect to participate in the cost of any modifications if it determines they would benefit the needs of the AUTHORITY and its sewer users.

5. Limits on flow of wastewater from Authority. The CITY agrees to accept wastewater flows up to an average annual flow of 0.57 million gallons per day, with peak daily flows not to exceed one and one-half times the average daily flow. The average annual flow of 0.57 million gallons per day shall be determined without regard to seasonal peak or sustained monthly flows, and the AUTHORITY is not required to reserve or allocate any of the annual average flow allotment for purposes of seasonal peak or sustained monthly flows.

6. Limits on substances in wastewater. Substances in the wastewater transmitted to the CITY for treatment shall not exceed the limits established in Chapter 22 of the City Code or the requirements of the Michigan Department of Environmental Quality or its successor regulatory agency ("MDEQ"). Should wastewater be discharged to the CITY's or the AUTHORITY's system from any premises with substances in quantities greater than such limits, all further discharges from said premises shall be discontinued, unless exception is granted as set forth below. CITY will notify AUTHORITY of discharge which is in violation and AUTHORITY shall take immediate steps to eliminate said discharge. Should AUTHORITY fail to prohibit or discontinue discharge CITY shall have authority to halt discharge of AUTHORITY's wastewater into the CITY's system.

7. Discontinuation/surcharge for discharges in excess of limits. Any user of the AUTHORITY's system having substances in its wastewater in excess of the limitations in Chapter 22 of the City Code or the requirements of the MDEQ or its successor regulatory agency shall be required by the AUTHORITY to: a) immediately discontinue all discharge to the wastewater

treatment system, b) require pretreatment to bring discharges within the applicable limitations, or c) upon approval of the CITY, shall pay directly to the CITY a surcharge for treating such excess substances in amounts determined by the CITY except that the surcharge shall not be greater than the surcharge to similar CITY users.

8. Definition of Wastewater Treatment Facility. For the purpose of this Agreement, "wastewater treatment facility" shall be defined as including the CITY's main lift station, the same being located on the west side of Bear River in the CITY of Petoskey, force main to treatment plant from this lift station, and sewage treatment plant.

9. Commodity charge for treatment. For treatment of the AUTHORITY'S wastewater discharged to the CITY there shall be imposed a monthly commodity charge for system operation and maintenance, as follows:

Commencing on the effective date of this Restated Agreement, the AUTHORITY shall pay to the CITY ninety-five percent (95%) of the CITY's then-current commodity rate, as charged to CITY USERS, pursuant to the CITY's utility rate schedule and as may be adjusted and established by the CITY from time to time. The CITY'S commodity rate shall be calculated using a method and allocation of expenses and revenues consistent with the rate methodology in use by the CITY at the time of this agreement. The commodity charge will include the operational and maintenance costs of the wastewater treatment plant and collection system, but shall not include debt, billing, or capital improvement costs for the wastewater treatment facility.

10. Renegotiation of commodity charge. On or about June 1, 2021, and on each third anniversary thereafter, either party may, by written notice to the other party, request that the parties review and evaluate the reasonableness of the rate or methodology established above. On such a written request, if one of the parties believes that the rate is unreasonable, then the parties shall renegotiate the rate. Until such time as a new rate has been established, the rate established above

shall remain in effect.

11. Authority's share of capital improvements. It is mutually agreed that the AUTHORITY shall participate and pay its percentage (16.8%) share of any future capital improvements or additions to the Wastewater Treatment Facility as may be required by Federal or State authority or regulation or for any additional capacity required by the AUTHORITY in the wastewater treatment facility beyond that specified herein. The CITY shall provide the AUTHORITY with reasonable advance written notice of when the CITY expects an increase in any payment by the AUTHORITY pursuant to this section.

12. Elimination of contributions to repair and replacement fund. Because of the adjustments of the amounts being paid by the AUTHORITY to the CITY pursuant to this Restated Agreement, the AUTHORITY shall no longer make any payment towards a Repair and Replacement Fund. At the time of entering into this Restated Agreement, the parties will separately agree to adjustments related to the portion of the existing R&R Fund attributable to the AUTHORITY and the application of such portion towards the AUTHORITY'S obligations for the 2011 wastewater treatment plant improvement project cost that are above those costs funded by the related bond sale.

13. Operations and metering. The CITY agrees to operate the wastewater collection and treatment system as defined by Chapter 22 of the City Code (except for the AUTHORITY's collection system and related connections to the CITY system as depicted on Exhibit A) and the AUTHORITY agrees to the measurement of wastewater treatment flows to be used for billing purposes as follows:

The total flow used by the AUTHORITY, shall be measured by appropriate metering. All master meters for sewage from outside the CITY shall be furnished and installed by the AUTHORITY at the expense of the AUTHORITY. The AUTHORITY agrees to maintain said meters and to cause repairs and adjustments to be promptly made as may from time to time be necessary. A check of

meter calibration shall be made at least annually by the AUTHORITY with a CITY representative present. The AUTHORITY agrees to accept the CITY's estimates of quantities of wastewater during all periods in which the meters fail to measure correctly, provided there is reasonable basis for such estimates. For discharge at other points where master metering is not practical, the method of computation of wastewater treatment charges shall be based on individual water meters furnished either by the CITY if they are CITY water customers, or if they are not CITY water customers, by AUTHORITY or as otherwise agreed prior to use of such alternate point of discharge.

14. Metering by Authority. The AUTHORITY will read the AUTHORITY'S master wastewater meters monthly for billing purposes. The AUTHORITY will maintain monthly records of flow and these will be available to the CITY at reasonable times for inspection. The CITY shall have the right to inspect all meters used in determining quantities of wastewater discharged under this Agreement and to request additional testing and adjustments when accuracy of metering is in question. If upon proper testing said meters are found to be within 2% of being accurate, the CITY shall bear the cost of such additional testing and adjustment. If the meters are found to be inaccurate by more than 2% the AUTHORITY shall pay the cost of such additional testing and adjustment.

15. Billing and payment for wastewater treatment. Bills for wastewater service shall be mailed to the AUTHORITY monthly and shall be payable within 30 days of the billing date. There shall be a further charge of five percent (5%) of the amount of the bill if not paid on or before the due date. All delinquent balances remaining unpaid for one year or more shall be subject to an additional charge of eight percent (8%) per annum until paid. Wastewater treatment service to the AUTHORITY may be discontinued if any bill is not paid within ninety (90) days of the due date, however, such services shall not be discontinued unless a written notice of intent shall have been issued thirty (30) days before discontinuance of service. The AUTHORITY hereby waives any and all claim for damages resulting from such discontinuance of service.

16. Access to records. The CITY shall furnish the AUTHORITY with a copy of the yearly CITY audit, which includes the water and sewer fund, and the CITY's capital improvement plan. The CITY shall permit the AUTHORITY access to all records bearing on costs of wastewater treatment service to the AUTHORITY.

17. No vesting of rights in the system of the other party. It is understood and agreed that payments made by the AUTHORITY to the CITY as provided herein shall not be construed as vesting any right, title or interest in the CITY's physical wastewater treatment or collection system, or in any improvements, enlargements or extensions thereof which may hereafter be constructed or financed by the CITY. This Agreement shall not vest in the CITY any right to the wastewater collection system of the AUTHORITY. Furthermore, the CITY shall not have any right to use or transmit wastewater through the AUTHORITY's system without approval, except with regard to the services to the properties indicated on Exhibit A.

18. City review of Authority connections. The AUTHORITY's wastewater collection system shall be designed, constructed and installed according to plans and specifications to be prepared by consulting engineers designated by the AUTHORITY. To secure its interest in proper connection with the CITY 's sewer lines, all AUTHORITY plans and specifications relating to connection points with the CITY shall be approved by the CITY and the MDEQ prior to awarding of any contracts. The CITY may engage other consulting engineers at its expense for purposes of reviewing the plans and inspecting the installation as necessary to secure its interest in proper connection thereto with the CITY's wastewater lines.

19. By-Products. Should at any time during the life of the Agreement it become feasible to sell plant waste or other plant by-products, the net revenue derived from sale of such products and the expenses associated therewith shall be reflected to proportionally decrease the commodity charges under Section 9.

20. Performance. No failure or delay in performance of this Agreement by either party

shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, a binding order of any Court of governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension, provided, that no cause or contingency shall relieve the AUTHORITY of its obligation to make payments provided for herein.

21. Term. The Term of this Agreement shall be extended until January 1, 2038. It may be renewed or extended, by mutual consent of both parties, for any additional period or periods permitted by law. This Agreement may also be terminated by mutual consent of both parties.

22. Assignment. This Agreement may be assignable by the AUTHORITY to Bear Creek Township (the "Township") upon the approval by the Township Board to assume all obligations of the AUTHORITY under this Restated Agreement, or by either party to any other governmental entity if the entity reviewing the assignment assumes all obligations of the assigning party under this Restated Agreement.

IN WITNESS WHEREOF, the parties hereto, by action of their respective governing bodies, have caused this AGREEMENT to be executed by their duly authorized officers.

SPRINGVALE-BEAR CREEK
SEWAGE DISPOSAL AUTHORITY

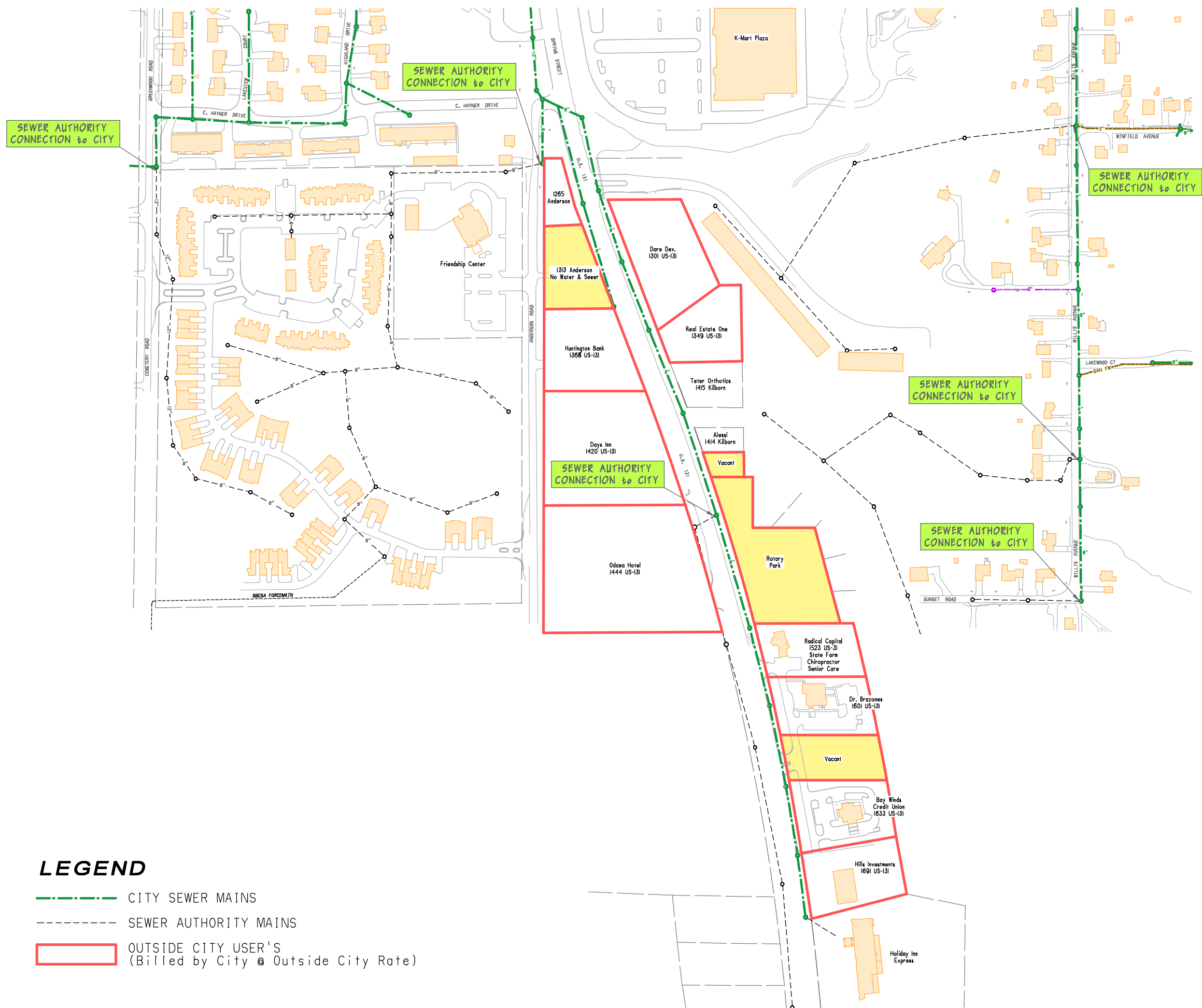
CITY OF PETOSKEY

By: George Schoene
Its: Chairman

By: John Murphy
Its: Mayor

By: Anita Stringer
Its: Secretary

By: Alan Terry
By: Clerk



LEGEND

- - - - - CITY SEWER MAINS
- - - - - SEWER AUTHORITY MAINS
- OUTSIDE CITY USER'S
(Billed by City @ Outside City Rate)

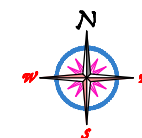
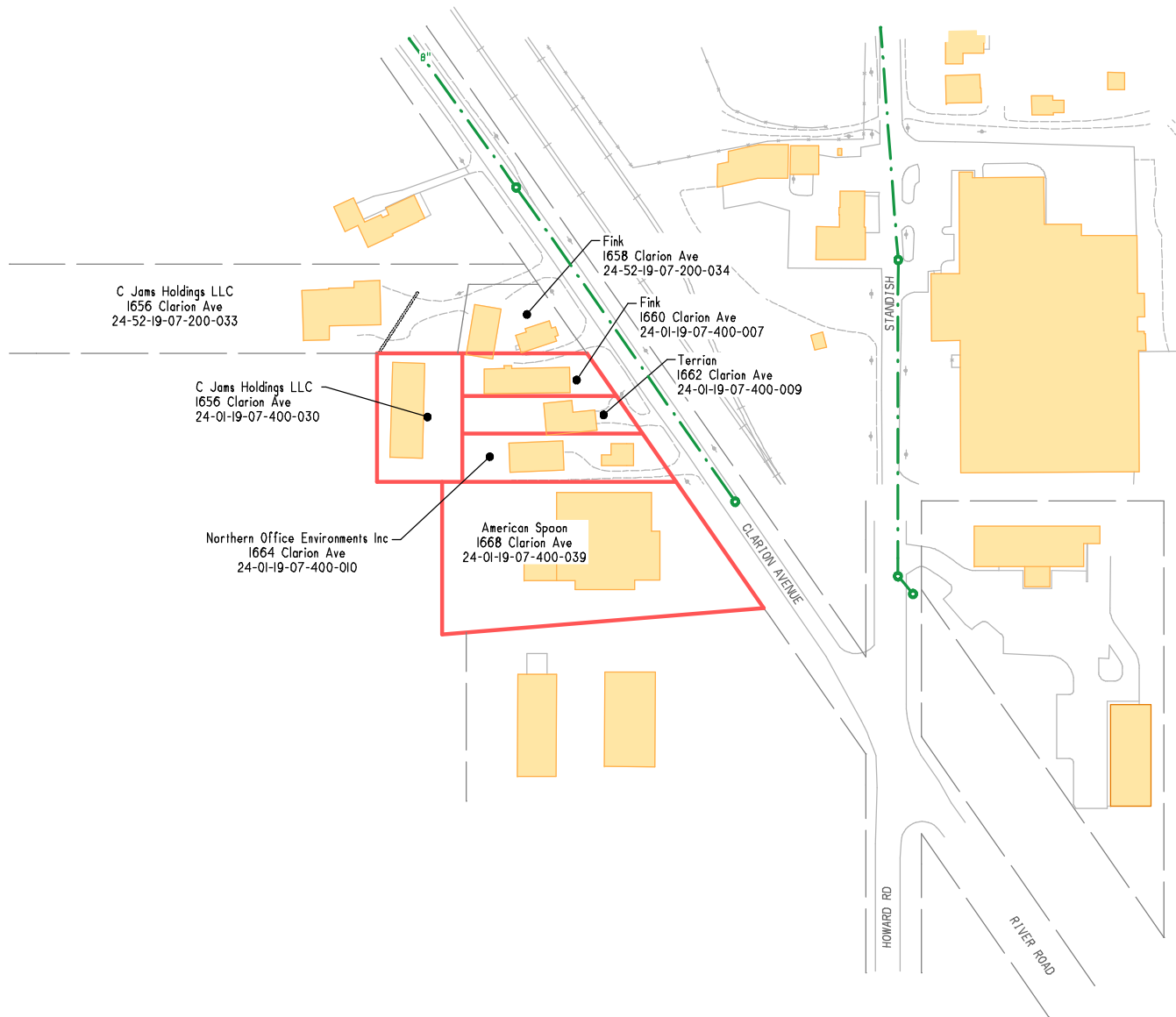


EXHIBIT "A"

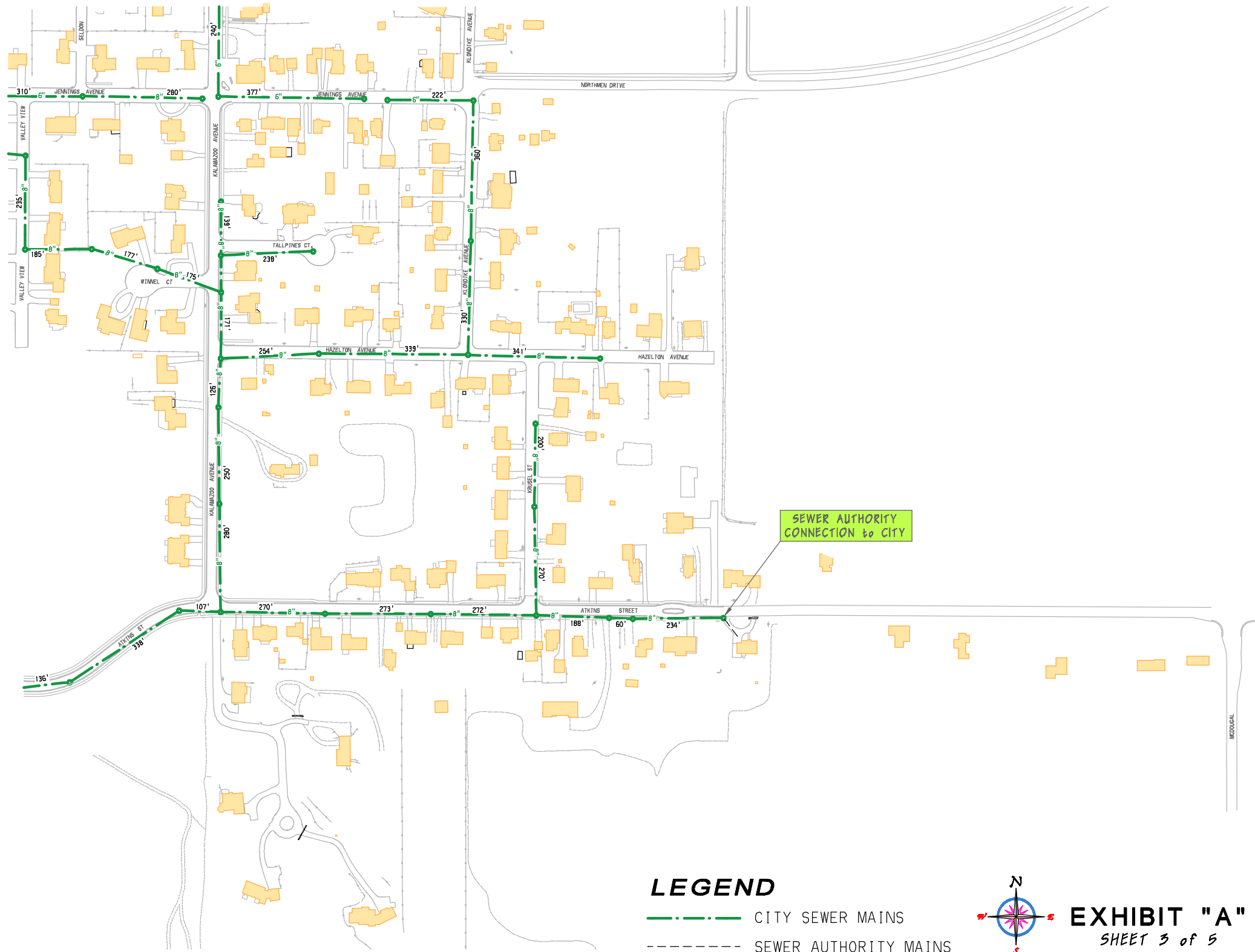
SHEET 1 of 5

Jan.16, 2018



LEGEND

- · — CITY SEWER MAINS
- OUTSIDE CITY USER'S
(Billed by City @ Outside City Rate)



LEGEND

- · — · — CITY SEWER MAINS
- - - - - SEWER AUTHORITY MAINS

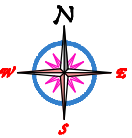
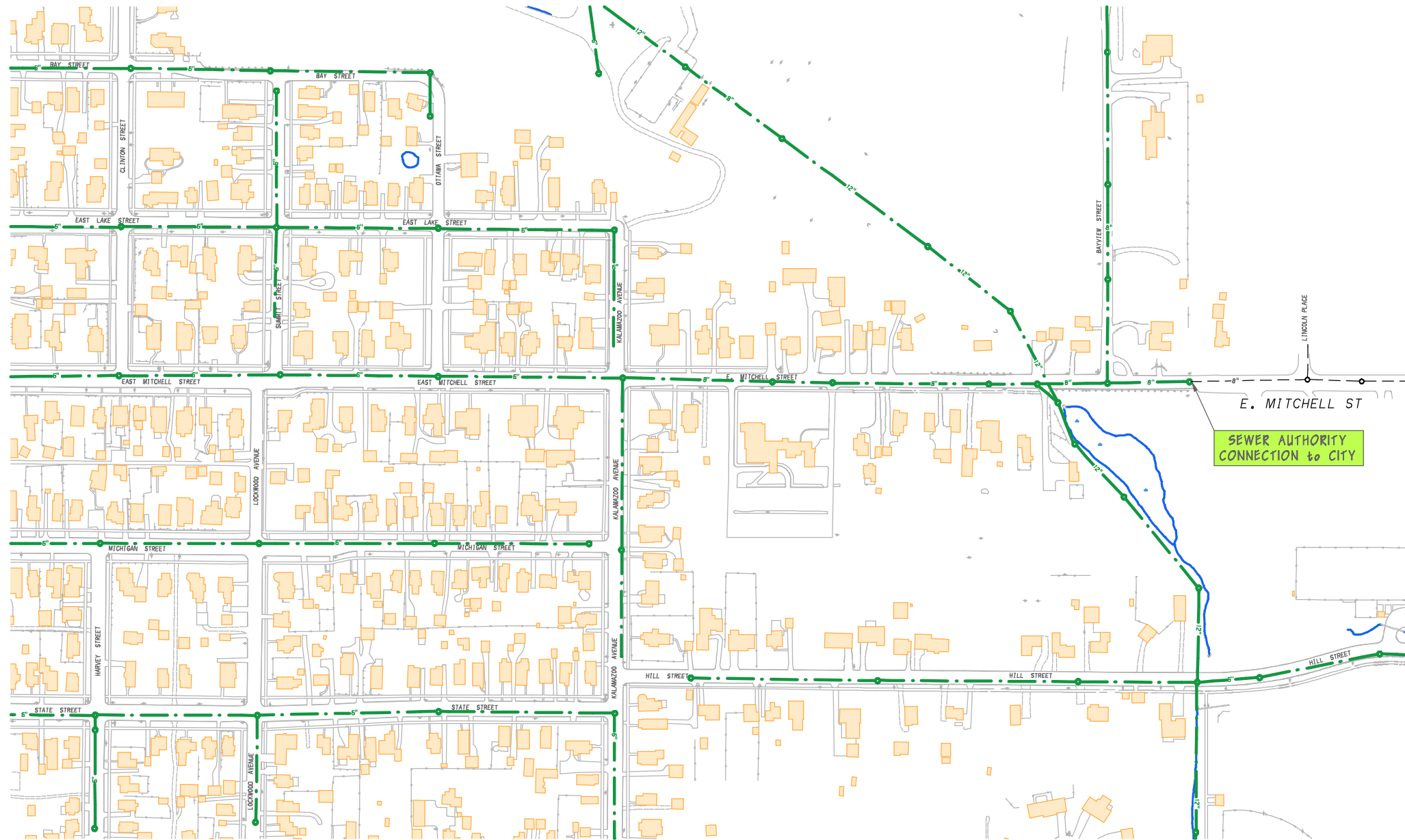


EXHIBIT "A"
SHEET 3 of 5

Jan. 16, 2018



LEGEND

- · — · — · — CITY SEWER MAINS
- — — — — SEWER AUTHORITY MAINS

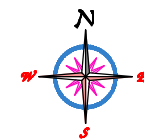
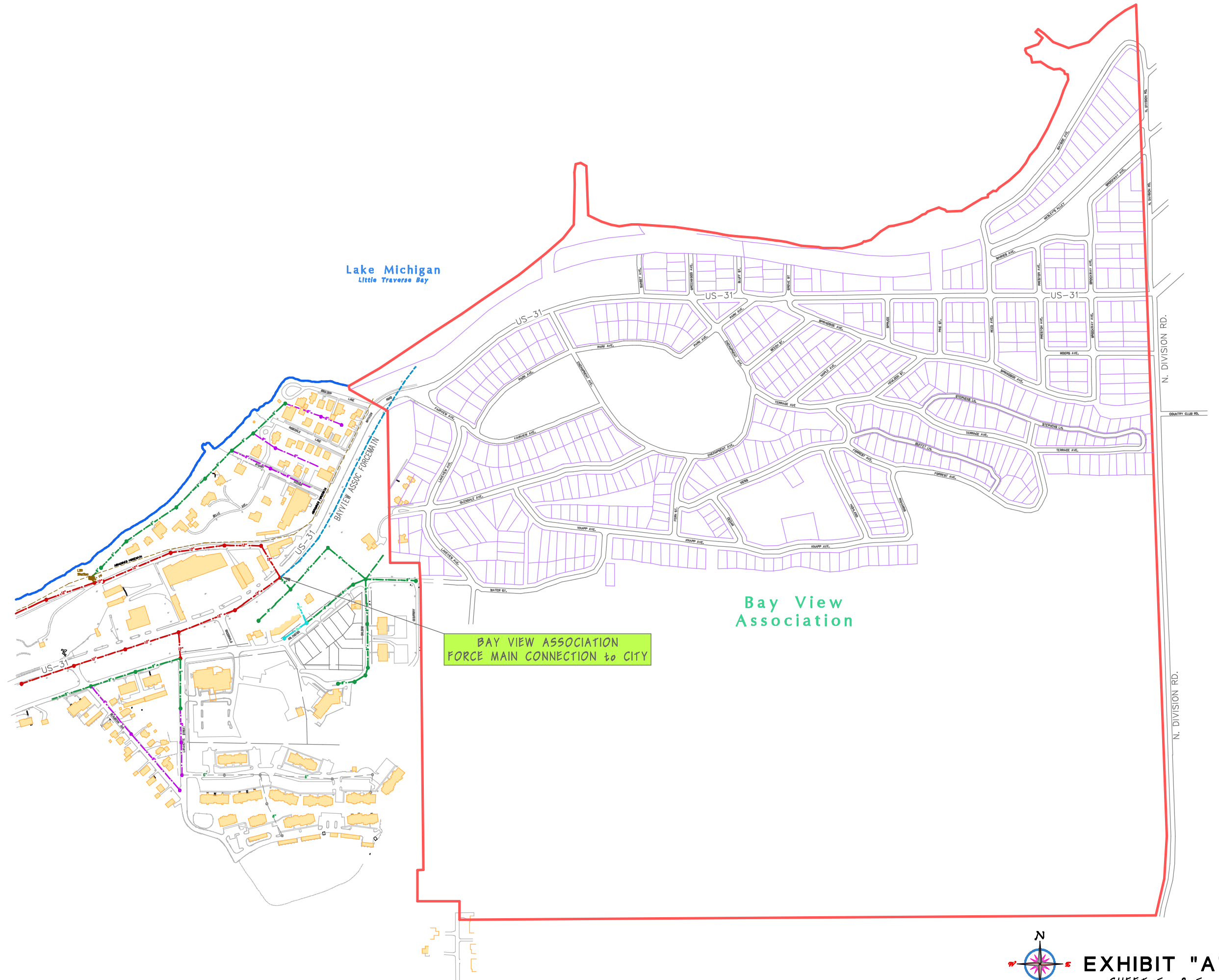





EXHIBIT "A"
SHEET 4 of 5

Jan. 16, 2018



LEGEND

-  CITY SEWER MAINS
-  BAY VIEW ASSOC. FORCE MAIN
-  OUTSIDE CITY USER'S (Billed by City)

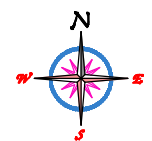


EXHIBIT "A"

SHEET 5 of 5

Jan. 16, 2018



BOARD: City Council

MEETING DATE: March 19, 2018

DATE PREPARED: March 15, 2018

AGENDA SUBJECT: Agreement and Franchise for Wastewater Treatment Services

RECOMMENDATION: That City Council discuss with possible approval

Background Following approval of the Restated Agreement for Wastewater Treatment Service between the Springvale-Bear Creek Sewage Disposal Authority and the City, Bear Creek Township will need to create a franchise agreement with the City allowing the City to collect wastewater from Township residents. The agreement was approved by the Bear Creek Township Board on March 7, 2018.

The agreement states that the City is willing to provide wastewater treatment services to City customers within the Township and the Township is willing to permit the City to provide such wastewater treatment services to City customers within the Township.

Highlights of the agreement include the following:

- In part D, the agreement lists specific tax parcels of City sewer customers located within Bear Creek Township. The tax parcel list may be expanded by written agreement of both parties.
- #2 states that the City shall maintain, repair and replace sewer mainlines and manholes that serve City customers in the Township according to State and local regulations. In instances where sewer mainlines and manholes may benefit both City customers and Township customers in the Township, the City and Township will cooperatively work together to pay for costs associated with future maintenance, repair and replacement needs.
- Township grants to the City a non-exclusive revocable franchise to use highways, streets, alleyways and other public places within the Township for wastewater treatment and transactional purposes. The City shall repair any damages to Township property and must seek approval from the Emmet County Road Commission to undertake any repair work on County right-of-way.
- Requires City users within the Township to comply with all applicable City ordinances, rules, regulations and policies including the ability to place a lien on a property that is delinquent in paying utility charges.
- The term of the franchise agreement shall remain in effect for the term of the Restated Wastewater Treatment Service Agreement.

From a legal perspective, the Agreement and Franchise has been fully reviewed by the City Attorney.

Action Motion to approve the Agreement and Franchise for Wastewater Treatment Service with Bear Creek Township

AGREEMENT AND FRANCHISE FOR WASTEWATER TREATMENT SERVICE

This Agreement and Franchise for Wastewater Treatment Service (“Agreement and Franchise”) is made by and between the **City of Petoskey**, a Michigan municipal corporation (“City”), and the **Township of Bear Creek**, a general law township (“Township”).

This Agreement is based on the following facts and circumstances:

RECITALS

A. The City owns and operates a wastewater treatment facility. In addition to providing wastewater services inside its corporate limits, the City provides wastewater treatment services to the Springvale-Bear Creek Sewage Disposal Authority (the “Authority”), which owns and operates a wastewater collection system in the Township. The City also provides wastewater treatment services directly to customers located within certain limited geographical areas of the Township (“City Customers within the Township”).

B. The City and the Authority entered into a certain Restated Agreement for Wastewater Treatment Service dated _____, 2018 (the “Wastewater Treatment Service Agreement”). The Wastewater Treatment Service Agreement governs the City’s treatment of wastewater from the Authority and its customers.

C. Certain additional provisions and understandings concerning City Customers within the Township are desired between the parties to this Agreement and Franchise.

D. The City Customers within the Township are those sewer users that are connected directly to the City’s sewer collection system and that are billed by the City. The City Customers within the Township are particularly identified as those sewer users located on the following described tax parcels or subdivisions thereof:

24-01-19-07-150-002
24-01-19-07-150-005

24-01-19-07-150-006
24-01-19-07-150-007

24-01-19-07-150-009
24-01-19-07-150-016
24-01-19-07-150-017
24-01-19-07-150-018
24-01-19-07-150-019
24-01-19-07-400-010
24-01-19-07-400-009
24-01-19-07-400-039

24-01-19-07-150-020
24-01-19-07-300-010
24-01-19-07-300-030
24-01-19-07-300-035
24-01-19-07-300-036
24-01-19-07-400-007
24-01-19-07-400-030

From time-to-time, additional parcels containing City Customers within the Township may be identified and added to this Agreement and Franchise by further written agreement of the parties.

E. The Township is authorized by Public Act 35 of 1951, as amended, to enter into agreements regarding wastewater service from another municipality and is authorized by Article 7, Sections 19, 29 and 30 of the Michigan Constitution of 1963 and Public Act 206 of 1909, as amended, to grant franchises within the Township;

F. The City is willing to provide wastewater treatment services to the City Customers within the Township, and the Township is willing to permit the City to provide such wastewater treatment services to the City Customers within the Township.

G. The provisions of this Agreement and Franchise shall apply only to wastewater treatment services being provided by the City to the City Customers within the Township.

H. The Bay View Association of the United Methodist Church ("Bay View") owns and operates a water distribution system and a wastewater collection system within its boundaries located in the Township and has entered into a certain Water Supply and Sewerage Treatment Agreement with the City dated June 24, 2011 (the "Bay View Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

AGREEMENT

1. Grant of Right to Provide Wastewater Treatment Services to City Customers within the Township. The Township hereby grants to the City the non-exclusive right, power and authority to provide wastewater treatment services to the City Customers within the Township. The City agrees to provide wastewater treatment services to the City Customers within the Township under the terms of this Agreement and Franchise.

2. Sewer Mains and Manholes Serving City Customers within the Township. The sewer mains and manholes presently located within the Township that serve City Customers within the Township are and shall remain the property of the City. The City shall maintain, repair, and replace these sewer mains and manholes as necessary, providing that any such maintenance, repair, or replacement is done in a good and workmanlike manner and according to the standards and requirements of the City, the Michigan Department of Environmental Quality, and any other applicable regulatory agency, and shall be performed in accordance with the ordinances, codes, rules, regulations, and policies as adopted from time-to-time by the City for such maintenance, repairs, and replacements within the City. The City will keep these mains and manholes in good repair in the same manner in which such mains would be maintained if located within the City. For instances whereby City sewer mains and manholes located within the Township serve both City and Township sewer customers, the City and Township will cooperatively work together to pay for costs associated with future maintenance, repair and replacement needs.

3. Service Connection. The customer service connections for City Customers within the Township shall be installed under the ordinances, codes, rules, regulations and policies that are now or may hereafter be in effect within the City.

4. Rates and Collections. Wastewater service charges to City Customers within the Township shall be billed and collected by the City consistent with the Wastewater Treatment Services Agreement. All rates, charges, and fees for City Customers within the Township shall be set by the City from time to time as the City deems necessary or reasonable. Such rates, charges, and fees may be higher for City Customers within the Township than for City customers within the City, but shall not exceed a multiple of 150% of the rates, charges, and fees for customers within the City. The rates and charges shall constitute a lien on the properties receiving wastewater service of the same type and character as provided for wastewater and sewage charges by provisions of Section 21 of Act 94 of the Public Acts of Michigan of 1933, as amended. Said lien may be enforced by the City in the manner as provided in said Act or as provided in Act 178 of the Public Acts of Michigan of 1939, as amended. The City shall have the power to effect direct collection of the charges set forth herein, which remain due and unpaid more than 30 days, by any additional means permitted by law, including termination of wastewater service to the property for which a wastewater account has not been paid.

5. Grant of Franchise. In addition to any other rights or authority granted in this Agreement and Franchise, the Township, with regard to City Customers within the Township, grants to the City a non-exclusive revocable franchise to use the highways, streets, alleys and other public places in the Township to provide wastewater service and transact a local business therein pursuant to Article 7, Section 29, of the Michigan Constitution of 1963,

and Public Act 266 of 1909, as amended by Public Act 322 of 1996, under the terms contained in this Agreement.

6. Ordinances, Rules and Regulations, Enforcement. Each City User within the Township, as a condition of receiving City wastewater service under this Agreement and Franchise, shall comply with all applicable City ordinances, rules, regulations and policies now or subsequently adopted with regard to wastewater service, including but not limited to construction, use, payment of deposits, payment of billings, charges on delinquent accounts, methods of enforcing collection of delinquent accounts, termination of service, repairs and restrictions. With regard to City Customers within the Township, the Township agrees to cooperate with the City and, if requested by the City, to adopt and to authorize the City to enforce in the Township the same policies, rules, regulations, codes and ordinances for the construction, use, operation and maintenance of the wastewater system as are in effect in the City. For City Customers within the Township, the City shall have the same power and authority to enforce such policies, rules, regulations, codes and ordinances of and in the Township as the Township.

7. Term. This Agreement shall remain in effect for the term of the Wastewater Treatment Services Agreement.

8. Invalidity. The invalidation by court decisions or statute of any provision of this Agreement shall not affect the validity of the remaining provisions which shall continue in full force and effect.

9. Reservation of Governmental Rights. Nothing in this public utility franchise shall be construed in any manner as a surrender by the Township of its legislative power nor shall it in any manner be interpreted as limiting the right of the Township or the County Road

Commission to regulate the use of any street, highway, alley or public place within its jurisdiction.

10. Operating Liability; Governmental Function. The City will attempt to provide and maintain regular and uninterrupted sewer service to City Customers within the Township under this Agreement and Franchise, but neither the City nor Township shall be liable for any injuries or damages caused by contaminations, interruptions, main breaks, damage from sewage, etc., no matter how caused. The City and Township agree that the sewer service provided to City Customers within the Township under this Agreement and Franchise are a governmental function.

11. Rights-of-Way. The Township hereby grants to the City its consent to use the highways, streets, alleys, easements, and rights-of-way and other public places in the Township as may be necessary for the City to provide wastewater services to City Customers within the Township in accordance with this Franchise and Agreement. The City shall not damage without repairing any street, highway, alley, right-of-way, or other public place, nor shall it disturb or interfere with any electric, water, sewer, gas, or other utility line now or hereafter constructed by any authorized person or entity. Before entering any street, highway, alley, right-of-way, or other public place for installing, constructing, or maintaining any part of the City sewer system serving City Customers within the Township, the City shall notify the Board of Emmet County Road Commissioners or other proper authority of the proposed work and shall obtain the necessary approval before commencing such work. No street, highway, alley, right-of-way, or other public place shall be encumbered by construction work relating to the City's sewer system within the Township for a longer period than shall be reasonably necessary to perform such work.

12. Indemnity. To the extent permitted by law, the City will defend, indemnify, and hold the Township harmless from any claim, demand, or judgment against the Township in connection with the City's construction, maintenance, or operation of its sewer system serving City Customers within the Township, including but not limited to payment of the Township's reasonable attorney fees incurred in responding to any such claim or demand.

13. Bay View. The City may continue to provide wastewater treatment services to Bay View under the terms and conditions of the agreements and understandings between the City and Bay View. The terms and provisions of this Agreement shall not apply to sewer treatment services provided by the City to Bay View.

TOWNSHIP OF BEAR CREEK

CITY OF PETOSKEY

By: Dennis Keiser
Its: Supervisor

By: John Murphy
Its: Mayor

By: Judy Mays
Its: Clerk

By: Alan Terry
By: Clerk



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 19, 2018

PREPARED: March 12, 2018

AGENDA SUBJECT: Voluntary Green Pricing Program - Electric Rates

RECOMMENDATION: That the City Council approve recommended electric rates and participation levels for a Voluntary Green Pricing Program

Background Public Act 342 of 2016, Section 61 directs electric providers to offer customers the opportunity to participate in a Voluntary Green Pricing program (VGP). The program is to go into effect by April 20, 2018. Michigan Public Power Agency (MPPA) has developed such a program for its member utilities and the City of Petoskey is proposing to participate in the program. Customers may specify from the options available under the City's program, the amount of the customer's electrical usage that will be attributable to renewable energy.

Customers may elect to have 25%, 50%, 75% or 100% of their electrical usage attributable to renewable energy at an additional cost of \$0.01 per each kWh. A customer monthly usage of 1,000 kWh's at the rate of \$0.01 would result in an additional charge of \$10.00 at 100% participation or \$7.50 at 75%, \$5.00 at 50% and \$2.50 at 25%. The additional charge would show as a separate line item on the monthly utility bill as example, "Renewable Energy 50%" which also includes the participation percentage chosen by the applicant.

MPPA will maintain a VGP webpage which will provide a description of the program and include a customer registration page. Customers will be provided a link to MPPA from the City's website as well and additional information will be included as a separate page with monthly utility bills. The completed registration page will be emailed to the City for completion. The proposed VGP rate of \$0.01 includes administration costs for the program by both MPPA and the City and is based on current renewable market rate pricing. Future adjustments to the VGP rate may be necessary by MPPA based on program participation and market variations, with City rates adjusted accordingly.

Action City Council approve the enclosed resolution providing a Voluntary Green Pricing program at the proposed participation levels and electric rate.

at
Enclosure



City of Petoskey

Resolution

WHEREAS, Chapter 22 of the City of Petoskey Code of Ordinances, § 22-83, provides that rates and charges for electric service in the City shall be established and changed by the City Council from time to time; and

WHEREAS, Public Act 342 of 2016 directs electric utility providers to offer customers the opportunity to participate in a Voluntary Green Pricing program (VGP); and

WHEREAS, Michigan Public Power Agency has developed a VGP program for its member utilities and has established a rate for the program, which the City of Petoskey desires to join:

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Petoskey does and hereby establishes a Voluntary Green Pricing program whereby all customers can participate by paying an additional electric charge based on the kWh usage that attributes their electrical usage to renewable energy sources; and

BE IT FURTHER RESOLVED that the additional cost be at the rate established and adjusted by MPPA, which is currently \$0.01 per kWh and that customers may select that 25%, 50%, 75% or 100% of their monthly usage be applied against the renewable energy rate, which is in addition to the customer's regular electric rate.



BOARD: City Council

MEETING DATE: March 19, 2018

DATE PREPARED: March 15, 2018

AGENDA SUBJECT: Tree-Planting Contract

RECOMMENDATION: That the City Council authorize contracting with David Hoffman Landscaping and Nursery, Inc., Petoskey

Background The City's 2018 Annual Budget again included monies for planting of trees and shrubs within street green lawns and public spaces as new or replacement trees. This tree planting initiative is part of the City's overall Forestry Program that includes trimming, maintenance and tree and stump removal of City owned trees.

Extended Maintenance and Warranty As of 2016, tree contractors are now furnished with tree water bags that are to be placed on each tree. Homeowners are to be contacted and asked to fill each bag once per week. Tree contractors are also required to water trees and provide an 18-month extended replacement warranty (formerly 1 year). The intent of this warranty extension is to encourage tree contractors to better water and fertilize trees to insure survivability.

Procedure Specifications were prepared based upon various state and national tree planting standards which include planting directives, maintenance requirements and defined tree warranty replacement periods. Contractors were asked to provide unit pricing on six tree species/varieties of varying quantities totaling 60 trees. Contractors were also required to provide hourly pricing on equipment and labor, and unit prices for seed, mulch, sod and topsoil replacement, should these services be needed.

Bid The Tree Planting Program proposed for 2018 was formally advertised in the Petoskey News Review March 6, 2018; two firms were sent invitations to bid; and two complete bid proposals were received. Bids were received and opened on Wednesday, March 14, 2018.

<u>Bidder</u>	<u>Total</u>
David Hoffman Landscaping and Nursery, Inc. Petoskey	\$22,010
Louis A. Hoffman Nursery, Inc. Harbor Springs	\$26,020

Review & Recommendation City staff, upon review, recommends to City Council that David Hoffman Landscaping and Nursery, Inc., Petoskey, the successful low bidder, be considered for award of the contract in the amount of \$22,010. Therefore, the City Manager will ask that a contract be offered to this firm, with the ability to extend or adjust the contract by the unit prices bid.



City of Petoskey

Department of Parks and Recreation

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

CITY OF PETOSKEY AGREEMENT

TREE PLANTING PROGRAM – 2018

THIS AGREEMENT, made this _____ day of March, 2018, by and between the City of Petoskey herein referred to as CITY, a Michigan Municipal Corporation, 101 East Lake Street, Petoskey, Michigan 49770 and David Hoffman Landscaping and Nursery, Inc., herein referred to as CONTRACTOR, 2614 US-31 North Petoskey, Michigan 49770, with reference to the following Terms and Conditions:

A. TERMS

Upon written "Notice to Proceed", CONTRACTOR shall provide all trees, shrubs, plant materials, mulch, equipment, vehicles, tools, labor and incidentals necessary to complete the "Tree Planting Program – 2018". All trees provided and work performed will be done in accordance with the Bid Documents and Detailed Specifications for this project, which are attached hereto and incorporated herein and made a part hereof as Exhibit "A".

B. PRICE

Current contract total for Tree Planting Program per bid proposal shall be \$22,010.00.

CONTRACTOR agrees to provide and install trees, shrubs and plant materials to perform all work and provide all tools, equipment, vehicles, labor and incidentals for the quantities and unit cost as provided in the Bid Proposal and Specification attached in Exhibit "A". CITY reserves the right to add or deduct trees, shrubs and/or plant materials by the unit cost identified with the Bid Proposal.

C. METHOD OF PAYMENT

All changes to the contract shall be by written work order followed by a written change order. Increases or decreases in quantity shall be adjusted by the unit cost(s) contained in the Bid Proposal document attached as Exhibit "A". Final pay request will be made at project completion and acceptance of work by CITY. Final pay request shall also include lien waivers from all suppliers and subcontractors.

Pay requests will be made on a monthly basis for work completed. The CONTRACTOR shall submit a pay request based on bid proposal items, categories, unit costs and quantities completed. The CITY shall review the requests and verify estimated costs and process a pay request. The CITY will retain ten percent (10%) of the payments claimed until tree planting is 75% complete.

The retainage will be reduced to five percent (5%) of the payments claimed when the project is 75% complete. Prior to releasing a Final Payment Request plus retainage, the CONTRACTOR and CITY representatives shall verify all quantities and inspect all work for compliance with bid Contract and Conditions and Specifications standards. The CONTRACTOR shall also provide to the CITY a "Waiver of Liens" from all subcontractors, suppliers and creditors who have provided labor, services, materials, equipment and supplies to this project.

E. INSURANCE

CONTRACTOR shall furnish CITY proof of general liability and property damage insurance and coverage limits, as provided for in the Bid Specification attached as Exhibit "A", and verification of Worker's Compensation Insurance coverage on all employees prior to start of work.

F. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its representatives, employees, agents, and assigns for any act or omission on the part of the CONTRACTOR, its agents, representatives, subcontractors or employees arising out of the project.

G. TERMINATION

Either the CITY or CONTRACTOR may terminate this agreement without penalty upon sixty (60) days written notice to the other with the understanding that all materials paid for by CITY will become property of the CITY and that CONTRACTOR will be reimbursed only for materials utilized on site and for the associated labor performed, and for reasonable overhead and profit or based upon unit prices provided.

H. ENTIRE AGREEMENT

This Agreement, inclusive of the attached EXHIBIT "A", which is made a part hereof, contains the entire agreement between the parties. Any oral representation or modification concerning this agreement shall be of no force or effect. Any modifications shall be in writing in the form of a "Change Order" and shall be signed by the CITY and the CONTRACTOR.

I. GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Michigan, with venue properly laid in the County of Emmet.

J. ASSIGNABILITY

CONTRACTOR shall not assign rights in or obligations under, this agreement without the express, written consent of the CITY.

K. LICENSING

CONTRACTOR, its subcontractors, and employees shall comply with all applicable licensing requirements and all applicable local, state, and federal laws.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

IN THE PRESENCE OF:

CITY OF PETOSKEY

_____ by: _____
Rob Straebel, City Manager

_____ by: _____
David Hoffman Landscaping

EXHIBIT “A”

CITY OF PETOSKEY
TREE PLANTING PROGRAM
2018

Contract Documents & Specifications

NOTICE TO BIDDERS
TREE PLANTING PROGRAM 2018
CITY OF PETOSKEY

The City of Petoskey (CITY) is seeking sealed bid proposals for the following project:

Scope of Work: To provide proposed tree species/cultivars, and to plant, mulch, water and warranty said trees on City streets and municipal properties. All equipment, material, labor, trees, planting mix, wood mulch, watering, warranty and other miscellaneous costs to complete this proposed work shall be included in the bid proposal. All work performed, trees provided and materials supplied shall be in accordance with industry standards and the DETAILED SPECIFICATIONS for this project, dated March 5, 2018.

Proposal Documents and Specifications can be obtained at:

www.petoskey.us

or

**Petoskey City Hall
101 East Lake Street
Petoskey, Michigan 49770
231/347-2500**

Proposal Submission: Written proposals shall be prepared on CITY bid forms and submitted in a sealed envelope marked:

“Tree Planting Program 2018 – City of Petoskey”

Proposals shall be delivered or mailed to:

**City of Petoskey
101 East Lake Street
Petoskey, Michigan 49770**

Proposals are due by 2:00 P.M., Wednesday, March 14, 2018. Proposals will be opened and publicly read at this time.

Award: The City of Petoskey will consider awarding a contract within thirty (30) day of the bid opening.

Rejection Waiver: The City reserves the right to reject any and all bids, to waive technicalities and to make an award that is deemed to be in the best interest of the CITY.

City Contact: Kendall Klingelsmith, Director of Parks and Recreation 231-347-2500

CITY OF PETOSKEY
TREE PLANTING PROGRAM 2018

ARTICLE I
INSTRUCTIONS TO BIDDERS

1.01 Intent:

To provide proposed tree species/cultivars, and to plant, mulch, water and warranty said trees on City streets and municipal properties. All equipment, material, labor, trees, planting mix, wood mulch, watering, warranty and other miscellaneous costs to complete this proposed work shall be included in the bid proposal. All work performed, trees provided and materials supplied shall be in accordance with industry standards and the DETAILED SPECIFICATIONS for this project, dated March 5, 2018.

1.02 Rejections – Waivers:

The CITY reserves the right to accept or reject any or all bids, waive technicalities and to accept the bids deemed to be in the best interest of the CITY.

1.03 Minimum Requirements:

The enclosed conditions and specifications shall be construed as minimum. All integral items not specifically mentioned in the scope of these conditions that are necessary to performing this work as authorized, shall be provided by the successful bidder.

1.04 Proposals:

Bidders shall submit proposals on the enclosed **"Bid Proposal Form"**. Proposals will not be accepted in other formats. Bidders may include any other written materials, references or explanations that are believed to be appropriate. All forms shall be signed and dated where required and returned with the proposal in a sealed envelope marked, "Tree Planting Program 2018, City of Petoskey", and mailed or delivered to:

City of Petoskey
101 East Lake Street
Petoskey, Michigan 49770

Bid proposals are due by 2:00 P.M., Wednesday, March 14, 2018, at which time they will be opened and publicly read.

1.05 Incidental Costs:

Proposals shall include any and all other costs required to successfully complete this project.

1.06 Bid Bond:

Proposals must be accompanied by a certified check or bid bond payable to the "City of Petoskey", in the amount equal to five percent (5%) of the bid for the Tree Planting Program 2018. Such check or bid bond may be forfeited by the successful bidder if the successful bidder fails to enter into a contract with the CITY within ten (10) days following notification of acceptance of the bid.

1.07 Contract Form:

A copy of the Proposed Contract Form is on file at the office of the City of Petoskey's Director of Finance.

1.08 Non-Discrimination:

In accordance with Act No. 453, Public Acts of 1976, the successful bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or material status. Breach of the covenant may be regarded as a material breach of the Contract. The successful bidder further agrees to require a similar covenant from any subcontractor employed to perform work under this proposed Contract.

1.09 Award:

All proposals shall be valid for a period of ninety (90) days from date of Bid Opening. The City of Petoskey will consider awarding a contract within thirty (30) days of the Bid Opening date.

1.10 Performance Bond:

The successful bidder will be required, simultaneously with the execution of the Contract, to furnish a Performance Bond and Labor and Materials Bond, in an amount equal to one hundred percent (100%) of the contract amount. The bond shall be secured from a surety company acceptable to the CITY. A bank Letter of Credit in the amount of fifty percent (50%) of the contract amount available to the City will be accepted in lieu of the Performance and Labor and Materials Bond. The cost to provide such bonds shall be included in the bid proposal.

1.11 Examination of Bid Documents and Site of Work:

Bidders shall carefully examine the Contract Documents, including the drawings and specifications, and inspect the site of the proposed work in order to satisfy themselves, by examination, as to all local conditions affecting the Contract and as to the detailed requirements of construction. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the requirements of the Contract Documents.

1.12 Changes in Quantities, Plans, or Character of the Work:

The City of Petoskey reserves the right to increase or decrease the quantities, based on individual unit prices, without any changes being made by the successful bidder in his unit prices. Such changes in the quantities, which will be authorized by a Work Order, shall not invalidate the Contract nor release the surety; and by signing the Work Order, the contractor agrees to perform the work as altered, and agrees to accept as payment in full for such work, the monetary amounts set forth in the Work Order. All methods of payment as set forth in the Specification and the Supplemental Specifications shall apply to these changes.

1.13 Interpretation of Documents:

If any person contemplating submitting a proposal who is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or Drawings and Specifications, he/she may submit to Kendall Klingelsmith, Director of Parks and Recreation not less than five (5) days prior to the bidding date, a written request for an interpretation or correction thereof. Any interpretation or correction of the Documents will be made only by an Addendum duly issued, a copy of which will be mailed or delivered to each person receiving a set of the Contract Documents.

The City of Petoskey will not give verbal answers regarding the meaning of the Contract Documents. Any verbal statement regarding same by any persons shall be unauthoritative.

1.14 Addenda:

Each bidder, on the proposal form, shall acknowledge receipt of each Addendum.

**CITY OF PETOSKEY
TREE PLANTING PROGRAM 2018**

**ARTICLE II
INSTRUCTIONS TO SUCCESSFUL BIDDERS**

2.01 Contract Award:

The successful bidder (CONTRACTOR) must enter into a written contract with the CITY within ten (10) days of the receipt of the Notification of Award.

2.02 Insurance:

The successful bidder will be required to provide the City with proof of insurance during the life of the contract as follows:

- (a) Workmen's Compensation Insurance covering all employees of the contractor;
- (b) The contractor shall furnish Comprehensive General Liability insurance in the minimum amounts of: Bodily Injury \$1,000,000 each occurrence, \$2,000,000 aggregate; Personal Injury \$1,000,000 each occurrence, \$2,000,000 aggregate; Property Damage \$1,000,000 each occurrence, \$2,000,000 aggregate; Auto or Equipment Liability Bodily Injury \$1,000,000 each person, \$2,000,000 each occurrence; Property Damage \$1,000,000 each occurrence.

Workers Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- (a) All premises and operations;
- (b) Explosion, collapse and underground damage;
- (c) Contractor's Protective coverage for independent contractors or subcontractors employed by him;
- (d) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the General Conditions section of this Contract;
- (e) The usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
- (f) Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.

Comprehensive Automobile Liability policy to cover bodily injury property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled

construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

All policies and certificates of insurance of the Contractor shall contain the following clauses:

- 1) Insurers shall have no right of recovery or subrogation against the City of Petoskey (including the agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- 2) The clause "other insurance provisions" in a policy in which the City of Petoskey is named as an insured, shall not apply to the City of Petoskey.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the City of Petoskey (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- 4) Any and all deductibles in the above described insurance policies shall be assumed by and before the account of, and at the sole risk of the Contractor.
- 5) The City shall be listed as an Additional Named Insured on the following insurance coverages provided by the Contractor.

YES <u>X</u>	NO <u> </u>	1) Comprehensive General Liability
YES <u>X</u>	NO <u> </u>	2) Automobile Liability
YES <u>X</u>	NO <u> </u>	3) Owners Contractors Protective Liability
YES <u> </u>	NO <u>X</u>	4) Other

The contractor must submit a copy of the actual policy endorsement which lists the City of Petoskey as an additional insured under the policy.

The following Indemnification Agreement shall be, and is hereby, a provision of the contract and shall be endorsed on the reverse side of all certificates of insurance:

"The Contractor agrees to protect, defend, indemnify and hold the City of Petoskey and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application or property right, or any actual or alleged violation of any regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

2.03 Loss of Use Insurance:

The CITY, at its option, may purchase and maintain such insurance as will insure it against loss of use of this property due to fire or other hazards, however caused.

2.04 Codes and Ordinances:

The successful bidder shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified in the enclosed Conditions and Specifications. Should any changes in specifications be required to comply with laws, ordinances, rules, or regulations, the successful bidder shall notify the CITY in writing. The CONTRACTOR shall be held to complete all work necessary to meet requirements of said laws, without addition to the Contract amount.

2.05 Performance, Labor and Materials Bonds:

The successful bidder, simultaneously with the execution of the contract, must furnish a Performance Bond and Labor and Materials Bond in an amount equal to one hundred percent (100%) of the Contract amount. The bond shall be secured from a surety company acceptable to the CITY. A bank Letter of Credit in an amount fifty percent (50%) of the Contract amount available to the CITY will be accepted in lieu of the Performance and Labor and Materials Bond.

2.06 Verifications:

Prior to beginning any work, the successful bidder shall verify areas, scope, work conditions and specifications, and shall report any inconsistencies to the CITY before commencing work. The successful bidder must exercise proper precautions to verify all such work. Additional compensation will not be permitted for any error resulting from the successful bidder's failure to exercise such precautions.

2.07 Work Inspections:

Work shall be subject at all times to inspection by the CITY or its authorized representatives. The presence or absence of a CITY Inspector will not relieve the successful bidder of its responsibility to complete work in accordance with the enclosed Conditions and Specifications.

2.08 Change Orders:

The successful bidder shall make changes in the contracted work only upon a written "Change Order" of the CITY.

2.09 Subject of Fact:

No contract is created by this bid proposal request until a written contract is approved by the City Council and executed by the City in furtherance of this request for proposal. The City is allowed to perform additional investigation prior to execution of the actual contract.

2.10 Compliance:

The undersigned has read, reviewed and understands the "Instructions to Bidders", "Instructions to Successful Bidder", "Bid Proposal Form", and "Conditions and Specifications", and will comply with these instructions:

CONTRACTOR:

BY:

David Hoffman Landscape & Nursery
Name

[Signature]
Representative

2614 US 31 N
Address

3-12-2018
Date

Petoskey MI 49770
City, State, Zip Code

**CITY OF PETOSKEY
TREE PLANTING PROGRAM 2018**

**ARTICLE III
CONDITIONS AND SPECIFICATIONS**

3.01 Scope of Work:

To provide proposed tree species/cultivars, and to plant, mulch, water and warranty said trees on City streets and municipal properties. All equipment, material, labor, trees, planting mix, wood mulch, watering, warranty and other miscellaneous costs to complete this proposed work shall be included in the bid proposal. All work performed, trees provided and materials supplied shall be in accordance with industry standards and the DETAILED SPECIFICATIONS for this project, dated March 5, 2018.

3.02 Intent:

The following Conditions and Specifications are intended to provide an overall framework for the general quality of materials and workmanship that will be extended on this project. All trees will be planted in accordance with the professional standards contained in the Forestry Handbook, American Standards for Nursery Stock (ANSI Z60.1 – 2004), Michigan Department of Resources Tree Maintenance (IC-4108-1) and the American National Standard for Tree Care Operations – Tree, Shrub and other Woody Plant Maintenance – Standard Practices (Ansi-A300).

3.03 Tree Stock Standards:

All trees provided by the successful bidder for this project shall be inspected by the Michigan Department of Agriculture and shall meet the specifications established by the American Standard for Nursery Stock (ANSI Z60.1—2004), Michigan Department of Resources Tree Maintenance (IC-4108-1) and Tree Planting Detail (IC-4108) and the American Standard for Tree Care Operations – Tree, Shrub and other Woody Plant Maintenance – Standard Practices (Ansi-A300) and shall meet the following minimum requirements:

- A. Tree Species: The bid proposal form will identify sizes, quantities needed, spring or fall planting, species, and variety of trees to be furnished by both its common and Latin name. Trees shall be healthy specimens, free of insects and disease, and shall possess trunk and branching characteristics typically associated with the specified genus, species and cultivar.
- B. Condition: All plant materials provided shall be balled and burlapped unless specified as container grown. Ball sizes should always be of a diameter and depth to encompass enough fibrous and feeding roots for full recovery of the plant.
 - 1. Burlapping: Burlap or other suitable material should completely cover the root-ball between the earth and the lacing or ball-supported device.
 - 2. Ball-Supporting Devices: Ball-supporting devices such as wire baskets should hold the ball in a firm grip.
 - 3. Ball Size: Size of the root ball shall conform to accepted standards established by the above reference developed by the American Nurserymen's Association.

- C. Caliper and Height Measurements: All balled and burlapped trees shall be size graded by caliper or by height. Caliper should be measured six inches (6") above ground on tree trunk on trees four inches (4") in diameter or less. To measure trees over four inches (4") in diameter, the caliper shall be taken twelve inches (12") above ground. The measurement may be taken with "slot" type calipers, "pincer" type calipers, or diameter tape to determine average diameter. Height: Measured from top of root-ball to top of tree.

3.04 Inspection of Trees, and Planting Materials Prior to Delivery:

The CITY reserves the right to inspect and approve all trees, prior to digging and balling or, if container-grown, prior to delivery. The successful bidder or designated representative shall accompany the CITY inspector to the nursery site and be present during the inspection process. The successful bidder shall provide the CITY inspector the date, time and location of the inspection tour.

3.05 Protection of Trees, and Plant Materials during Transportation:

When transporting the trees and plant materials from the nursery location(s) to the job site, they shall be protected to prevent wind burn, broken branches and damage to roots, root ball, containers or tree trunks.

- a. Anti-Desiccant: An emulsion type anti-desiccant such as "Doway" by Dow Chemical or "Wilt-Pruf" by Nursery Specialty Products or an approved equal shall be dispensed if trees are in leaf.

3.06 Installation Practices:

All plant materials shall be installed in accordance with standards referenced above (3.02) and including the "Forestry Handbook", and the "American Standard for Nursery Stock", and the following specifications:

- A. Post Delivery Protection: All trees shall be planted within two (2) days of delivery or shall have their roots kept moist and protected until planted. Trees shall be protected by having their balls and roots covered with topsoil or approved mulch and shall be kept moist until planted.
- B. Inspection of Delivered Tree: CITY reserves the right to inspect the condition of trees delivered and approve for planting. Trees damaged during digging or shipment will not be accepted.
- C. Installation Practices:
 - 1. Handling: Trees shall be handled in accordance with the best horticultural practices, so that balls or roots are adequately protected from sun and/or wind.
 - a. No tree shall be bound by rope, chain or wire, etc., in such a manner that will damage the bark, break branches, or destroy the natural shape of the tree.
 - b. Balled and burlapped trees shall be moved with the aid of ball straps or other approved methods. The tree shall not be moved in anyway by the grasping of the trunk.

2. Site Protection: Do not block sidewalk access with equipment, materials or trees and mark and protect public from falling into pre-dug holes
3. Planting:
 - a. Hole Size: The size for bare root or balled burlapped plants shall be a minimum of twelve inches (12") larger than diameter (bottom and sides) from the diameter of the root system or ball.
 - b. Planting Mixture: The planting mixture shall be composed of 75% topsoil and 25% sphagnum peat moss (Contractor shall furnish).
 - c. Planting of Trees:
 - 1) Plant mixture shall be placed and lightly tamped in hole to correct depth so that the tree can be planted at the proper grade. Trees shall be planted no deeper than previously grown with allowance for settling.
 - 2) Trees shall be centered in hole, plumb and straight.
 - 3) Burlap protecting trees shall be of a decomposing type and removed from top two thirds of ball and all wire or rope ties, twine or string shall be removed from trunk of tree. If plastic or non-decomposing material is used in place of the burlap, it shall be completely removed from ball.
 - 4) Inspect for girdling roots and prune away if present.
 - 5) Wire basket shall be split on two sides using wire cutter to allow expansion of roots.
 - 6) Plant mixture shall be carefully worked around roots or root-ball and the pit filled with water and tamped lightly. If settlement of plant mixture occurs, add more mixture to bring to correct grade.
 - d. Pruning: Corrective pruning shall be performed, Remove any dead or injured or broken branches, uneven growth and water sprouts. (SEE ATTACHED DRAWINGS)
 - e. Wrapping: Wrap the lower trunk and larger branches exposed to the sun, working from the ground up on deciduous trees.
 - f. Anti-Desiccant: Trees shall be treated with anti-desiccant after planting if in leaf.
 - g. Mulching: Place shredded bark mulch around all trees to depth of four inches (4"). Diameter of mulch circle shall be three feet (3'). Mulch shall not contact tree trunk.
 - h. Staking: Trees shall be staked or guyed to keep them upright only as directed by the City and this cost will be per location where required.

- i. Fertilization: Successful bidder shall obtain from nursery where tree, stocks were purchased, their written recommendation on type of fertilizer and rate of application and when to apply first fertilizer application. The CONTRACTOR will be responsible for this application and a copy of the nursery's written recommendation shall be furnished to the CITY.
- i. Watering: Successful bidder shall insure that ample soil moisture will be maintained throughout the first growing season. Supplement natural rainfall with one inch (1") of water every ten (10) days during summer drought. The quantity of water applied at any one time shall be sufficient to penetrate the soil to a minimum depth of eight inches (8") at a rate which will permit saturation of soil. City will supply one (1) water bag per tree. Bag will remain property of the City.
- j. Planting Records: Information is to be recorded on City furnished card with all required information provided on the card for each tree. The cost of record keeping to be included in price of each tree. Information to be recorded on each tree planted.

3.07 Plant Maintenance and Warranties:

The successful bidder, for a period of 18 months commencing on the date of acceptance of work performed, shall be responsible for all necessary cultivation, pruning, watering, protective spraying, disease and insect pest control, replacement of unacceptable material, straightening and adjusting of trees which lean, sag, or settle, and any other procedure necessary to insure vigorous and healthy growth of all work under this Contract. If a tree or shrub requires replacement, its warranty will be extended by a one year interval.

3.08 Site Clean-Up:

The area disturbed around each tree, shrub or ground cover location shall be cleaned of all debris, excess soil and other materials. The area shall be raked and reseeded with a blended lawn grass seed mixture, fertilized and mulched with pelletized mulch. City shall approve mulch and grass seed mixture utilized.

3.09 Planting Locations:

The CITY shall stake locations or provide detailed plans showing locations for all trees, or plant materials to be planted.

3.10 Removal of Dead or Damaged Tree:

The contractor will remove dead or damaged existing tree as designated by CITY. A new tree will be planted in the spot where the tree is removed. Contractor shall provide unit price for tree removal(s) and disposal(s). (Trees under 5 inch caliper)

3.11 Miss Dig Notification:

At least 72 hours prior to commencing any excavation for tree planting, the successful bidder shall request from "Miss Dig" that all underground utilities be marked at each site where trees are to be planted. The successful bidder shall exercise extreme care not to damage said utilities. If damage occurs, the successful bidder will be deemed the responsible party.

3.12 Method of Payment:

Pay requests will be made on a monthly basis for work completed. The successful bidder shall submit a pay request based on bid proposal items, unit costs and quantities completed. The CITY shall review the requests and verify estimated costs and process a pay request. The CITY will retain ten percent (10%) of the payments claimed until construction is 75% complete. The retainage will be reduced to five percent (5%) of the payments claimed when the project is 75% completed. Prior to releasing a Final Payment Request plus retainage, the CONTRACTOR and CITY Representative shall verify all quantities and inspect all work for compliance with bid Contract and Conditions and Specifications standards. The CONTRACTOR shall also provide to the CITY a "Waiver of Liens" from all Subcontractors, suppliers and creditors who have provided labor, services, materials, equipment and supplies to this project and a 18 month tree replacement warranty.

3.13 Contractor Coordination:

Successful bidder shall coordinate planting schedule with other site contractors and trades that include but are not limited to masons, irrigation, electrical, underground and surface contractors.

3.14 Quantity Adjustments:

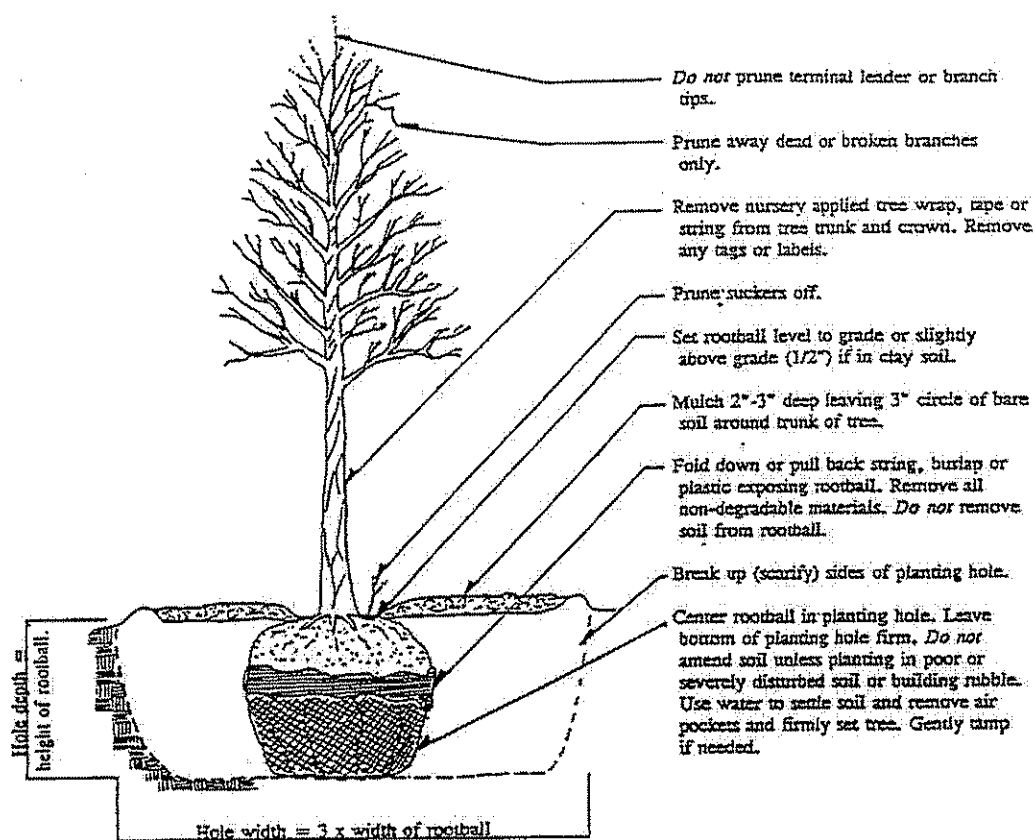
The CITY reserves the right to adjust tree, shrub and plant material quantities upward or downward based on unit prices. (Initial order quantities will be established with successful bidder to prevent overstock order).

3.15 Waiver:

The CITY reserves the right to accept or reject any or all bids and to waive technicalities, accept bids deemed to be in the best interest of the City.

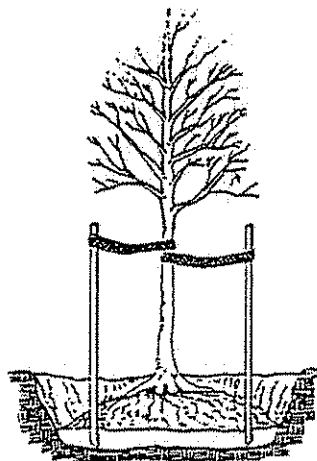
3.16 Subject of Fact:

No contract is created by this bid proposal request until a written contract is approved by the City Council and executed by the City in furtherance of this request for proposal. The City is allowed to perform additional investigation prior to execution of the actual contract.



Do not stake unless in heavy clay soil, windy conditions, 3" or greater diameter tree trunk or large crown. If staking is needed due to these conditions:

- * Stake with 2 X 2 hardwood stakes or approved equal driven 6"-8" outside of rootball.
- * Loosely stake tree trunk to allow for trunk flexing.
- * Stake trees just below first branch with 2"-3" wide belt-like, nylon or plastic straps (2 per tree on opposite sides of tree, connect from tree to stake horizontally. Do not use rope or wire through a hose.)
- * Remove all staking materials after 1 year.



TREE PLANTING DETAIL

Scale: No scale

Modified from Dr. Bonnie Appleton, Virginia Polytechnic Institute and State University
Courtesy of Michigan Department of Natural Resources, Forest Management Division



1C-108, (6/94)

David Hoffman

ADDENDUMS _____

BID BOND _____

BID PROPOSAL FORM
TREE PLANTING PROGRAM – 2018
CITY OF PETOSKEY
BIDS DUE: 2:00 P.M., Wednesday, March 14, 2018

The undersigned, having examined the Detailed Specifications and Bid Documents and having familiarized themselves with local conditions affecting the cost of the work, hereby propose to furnish all equipment, labor, materials, tools, trees, planting mix, wood mulch, watering, warranty and other miscellaneous costs to complete this project for the unit prices named in the itemized bid and to complete work described herein in strict conformity with the requirement of the plans and specifications issued for this project on March 5, 2018.

Note: The City reserves the right to adjust tree quantities based upon unit prices provided.

STREET TREES

Qty	Latin and Common Names (Trees)	Size/ Caliper	Cost Each	Total Cost
10	Acer rubrum 'Northwood' Northwood Maple	2 1/2" – 3"	375. ⁰⁰	3750. ⁰⁰
* 10	Acer rubrum 'North Fire' <i>Autumn Blaze</i> North Fire Red Maple	2 1/2" – 3"	370. ⁰⁰	3700. ⁰⁰
10	Acer saccharum 'Green Mountain' Green Mountain Sugar Maple	2 1/2" – 3"	372. ⁰⁰	3720. ⁰⁰
10	Tilia cordata 'Greenspire' Greenspire Linden	2 1/2" – 3"	378. ⁰⁰	3780. ⁰⁰
* 10	Tilia cordata 'Glenleven' <i>Silver Linden</i> Glenleven Linden	2- 2 1/2" – 3"	310. ⁰⁰	3100. ⁰⁰
10	Quercus Rubra Red Oak	2 1/2" – 3"	396. ⁰⁰	3960. ⁰⁰
Grand Total			2201. ⁰⁰	22,010. ⁰⁰

City will reserve right to accompany successful bidder to nursery stock provider to hand select these trees, a strong central leader, high branching structure and overall size and shape of the tree will be evaluated.

* Substitute = Size and/or Cultivars

Other Landscape Services Pricing

Please provide pricing for the following landscape services. These prices are for work outside of the above bid items and will be utilized by City staff for miscellaneous projects.

	Hourly Rate	
Front-end Loader	<u>95.⁰⁰</u>	
Tractor/Loader	<u>95.⁰⁰</u>	
Skidsteer	<u>46.⁰⁰</u>	
Laborer Foreman	<u>42.⁰⁰</u>	
Laborer Worker		
Laborer Operator		
Provide sod finishing, preparation and laying	Under 100 yds ²	<u>9.⁰⁰</u>
Provide sod finishing, preparation and laying	100 - 500 yds ²	<u>7.50</u>
Provide sod finishing, preparation and laying	500 -1,000 yds ²	<u>6.⁰⁰</u>
Seeding: Finish, preparation, raking, seeding, fertilization and mulch		
City will provide seed and mulch	Under 1,000 sq.ft. ²	<u> </u>
<i>* See hourly Rate</i>	1000 - 5,000 sq.ft. ²	<u> </u>
	5000 - 20,000 sq.ft. ²	<u> </u>
Topsoil: Screened in place	Price per yd ³	<u> </u>
Tree Staking: Cost to stake 4" diameter and under trees		<u>40.⁰⁰</u> per tree
Tree Removal: Removal price for tree and rootball (5" caliper or less)		<u>50.⁰⁰</u> per unit

BIDDER'S (COMPANY) NAME: David Hoffman Landscaping
ADDRESS: 2614 US 31 N
CITY: Petoskey STATE: Mich
PHONE: 348-3772 FAX: 347-2298
EMAIL ADDRESS: dhland725@gmail.com

REPRESENTATIVE: David Hoffman
TITLE: owner
SIGNATURE: David Hoff
DATE: 3-12-2018

Subject of Fact: No contract is created by this bid proposal request until a written contract is approved by the City Council and executed by the City in furtherance of this request for proposal. The City is allowed to perform additional investigation prior to execution of the actual contract.

WAIVER: The City of Petoskey reserves the right to accept or reject any or all bids, to waive technicalities and to accept the bid deemed to be in the best interest of the City.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 19, 2018

PREPARED: March 14, 2018

AGENDA SUBJECT: Consideration to Approve a Resolution Authorizing a Closed Session Pursuant to Section 8(c) of the Michigan Open Meetings Act

RECOMMENDATION: That the City Council adopt this proposed resolution

City Council will be asked to adopt the enclosed proposed resolution that would authorize to recess to a closed session pursuant to Section 8(c) to consider strategy and negotiations of a collective bargaining agreement.

sb
Enclosure



City of Petoskey

Resolution

WHEREAS, the City Manager has requested that the City Council recess to a closed session, pursuant to Section 8(c) of the Michigan Open Meetings Act to consider strategy and negotiations of a collective bargaining agreement, following the conclusion of routine business at the City Council's regular meeting of March 19, 2018:

NOW, THEREFORE, BE IT RESOLVED that the City Council does and hereby authorizes to recess to a closed session, to consider negotiations of a collective bargaining agreement.