



CITY COUNCIL

October 1, 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) September 17, 2018 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since September 17, 2018
5. Miscellaneous Public Comments
6. City Manager Updates
7. Old Business – Further discussion and possible adoption of the City's proposed 2019-2024 Capital Improvement Plan
8. New Business
 - (a) Acceptance of the City Manager's report concerning programs and services as proposed by the City's Downtown Management Board for 2019 that would be financed by the levying of special assessments within the Downtown Management Board's territory and adoption of a proposed resolution that would schedule a public hearing for October 15, 2018 to receive comments concerning these recommended programs and services
 - (b) Review and discuss Land and Water Conservation Fund Project Agreement for downtown bathroom renovation project
9. City Council Comments
10. Adjournment



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: October 1, 2018

PREPARED: September 27, 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 September 17, 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 September 17, 2018 for contract and vendor claims at \$1,344,793.01, intergovernmental claims at \$563,221.71, and the September 20 payroll at \$197,332.85 for a total of \$2,105,347.57.

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Enclosures



CITY COUNCIL

September 17, 2018

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, September 17, 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, Downtown Director Becky Goodman and City Attorney James Murray.

Consent Agenda - Resolution No. 19216

Following introduction of the consent agenda for this meeting of September 17, 2018, City Councilmember Marshall moved that, seconded by City Councilmember Wills adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the August 20, 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 August 20, for contract and vendor claims at \$11,079,639.29, intergovernmental claims at \$4,797,918.73, and the August 23 and September 6 payrolls at \$422,159.34, for a total of \$16,299,717.36 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 there were no comments.

City Manager Updates

The City Manager reported that there has been a suspension of asphalt resurfacing work due to the International Union of Operating Engineers lockout and as a result the local contractor will be unable to commence road work on the Bayfront Park resurfacing project scheduled for this fall; reviewed that there has been some questions regarding whether property owners are allowed to plant flowers, bushes or trees within the City rights-of-way and that the City has authority over what is planted in rights-of-way and has only allowed green grass for general aesthetics and uniformity throughout the community and that staff will send letters to affected property owners this fall stating that the landscaped rights-of-way will not be allowed in 2019; that marina electrical improvements will begin in late September;

that the Parks and Recreation Commission discussed possible locations, costs, maintenance and sustainability issues for a future dog park at their September meeting and that the Commission recommended to convene with Resort and Bear Creek Townships to gauge interest and create a plan and location to benefit all three governmental entities; that the City in partnership with CAKE as part of the invasive species initiative treated both the Bear River Valley and Solanus Mission Beach for black swallow-wort; reviewed initiatives as part of the green energy grant and that the City will collaborate with Traverse City, Charlevoix and Harbor Springs and be involved in a solar mapping project, training staff to input building energy usage data into a software program, monies for energy audits for city buildings, assistance in initiating sustainability/resiliency planning and grant dollars for marketing the Voluntary Green Pricing program to promote more participants; that staff continues to move forward with expediting grant documents for the downtown bathroom renovation and expansion project and that there may need to be a special meeting early October to approve the grant and bid; and that City hall masonry repair work began today.

City Councilmembers inquired if staff will remove plants along Solanus Mission Beach and Bear River after treatment; inquired on details of solar mapping project; and inquired on the cost of the invasive species treatment. The City Manager responded that plants can be removed after a certain time period; that the solar mapping project will entail locating the best location of solar rays to use for panels; and that the City's portion to treat invasive species was about \$2,000.

Mayor Murphy asked for public comments and heard comments concerning electrical box foliage; dog park sites; and if the invasive treatment herbicide is state approved.

Planning Commission Appointments – Resolution No. 19217-19219

Mayor Murphy reviewed that City Council consider possible appointments to the Planning Commission.

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 approves the reappointment of Dana Andrews, 722 East Lake Street, to the Planning Commission for a three-year term ending August 2021.

Said resolution was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)
NAYS: None (0)

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

BE IT RESOLVED that the City Council does and hereby approves the reappointment of Cynthia Linn Robson, 606 Grove Street, to the Planning Commission for a three-year term ending August 2021.

Said resolution was adopted by the following vote:

AYES: Marshall, Lyman, Dittmar, Wills, Murphy (5)
NAYS: None (0)

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 approves the appointment of H. Ted Pall, 603 East Lake Street, to the Planning Commission for a three-year term ending August 2021.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Hear Bear River Dam Presentation

Lucas Porath, a representative from OHM Advisors, gave a brief presentation concerning the Bear River Dam. Mr. Porath reviewed that the dam is in fair condition with no immediate danger; that there was only an inspection report completed of the dam; and that there are no costs determined at this time for repair or replacement.

Mayor Murphy asked for public comments and heard an inquiry if invasive species were being handled and if drop due to dam removal would be spread back to the highway bridge; heard a comment on how it is in fair structural state when the steps are deteriorating; and heard comments that citizens will be upset with dam removal due to current fishing uses.

The City Manager reviewed that staff is studying dam condition and future uses and not looking to remove any time soon.

Discuss 2019-2024 Capital Improvements Plan

The City Manager reviewed that copies of the proposed 2019-2024 CIP were distributed to City Council and Planning Commission in advance of this meeting. The Plan was unanimously accepted and recommended for City Council approval by the Planning Commission on August 17, 2018. The City Manager reviewed 2019 projects in detail; that the six-year plan totals \$38M in expenditures, with capital spending in 2019 proposed at \$4.47M, of which \$1.128M (25%) is anticipated to come from grants and other outside sources of revenue; and that if approved, projects will be included within the 2019 proposed annual City budget.

Mayor Murphy asked for public comments and heard a comment concerning the DPW salt storage shed on Sheridan Street and that it is an unfortunate use of area and an eye sore; that the Bear River Valley Area would be a good area for a dog park; and heard an inquiry concerning plans or the status of 200 East Lake Street property. The City Manager responded that City staff is working with developers at this point in time on the 200 East Lake Street property.

City Council deferred action on the proposed CIP and will further discuss at the next regular scheduled meeting.

Council Comments

Mayor Murphy asked for Council comments and City Councilmember Wills commented that he will be attending the MML annual meeting in Grand Rapids Thursday through Saturday. City Councilmember Lyman appreciated the painting of lines on Jennings Avenue. Mayor Murphy commented that the Sister City exchange and brunch was exciting and well attended.

Recess to Closed Session – Resolution No. 19220

City Council was being asked to adopt a resolution that would recess to a closed session pursuant to Section 8(a) of the Michigan Open Meetings Act, to consider a periodic personnel evaluation of the City Manager.

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

WHEREAS, the City Manager has requested that the City Council recess to a closed session, pursuant to Section 8(a) of the Michigan Open Meetings Act, to consider a periodic personnel evaluation of the City Manager, at the City Council's regular meeting of September 17, 2018:

NOW, THEREFORE, BE IT RESOLVED that the City Council does and hereby authorizes to recess to a closed session, to consider a periodic personnel evaluation of the City Manager.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Recess to Closed Session – Resolution No. 19221

City Council was being asked to adopt a resolution that would recess to a closed session pursuant to Section 8(e) and 8(h) of the Michigan Open Meetings Act, to consult with its attorney regarding strategy in connection with specific pending litigation and to consider material exempt from disclosure.

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

WHEREAS, the City Manager has requested that the City Council recess to a closed session, pursuant to Section 8(e) and 8(h) of the Michigan Open Meetings Act, to consult with its attorney regarding strategy in connection with specific pending litigation and to consider material exempt from disclosure, at the City Council's regular meeting of September 17, 2018:

NOW, THEREFORE, BE IT RESOLVED that the City Council does and hereby authorizes to recess to a closed session, to consult with its attorney regarding strategy in connection with specific pending litigation and to consider material exempt from disclosure.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Recessed to closed session at 8:15 P.M. and reconvened into open session at 9:50 P.M.

Approve City Manager Evaluation – Resolution No. 19222

The City Manager reviewed that his evaluation was discussed in closed session and the final evaluation document was produced for City Council approval.

City Councilmember Wills moved that, seconded by City Councilmember Marshall to approve the final form of the City Manager evaluation.

Said motion was adopted by the following vote:

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

NAYS: None (0)

There being no further business to come before the City Council, this September 17, 2018, meeting of the City Council adjourned at 9:55 P.M.

John Murphy, Mayor

Alan Terry, City Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
09/18	09/14/2018	81617	Bury Tina	271-790-958.100	150.00- V
09/18	09/17/2018	81647	ON DUTY GEAR LLC	101-345-775.000	639.84- V
09/18	09/19/2018	81791	ACH-CHILD SUPPORT	701-000-230.160	102.76
09/18	09/19/2018	81792	ACH-EFTPS	701-000-230.100	19,409.65
09/18	09/19/2018	81792	ACH-EFTPS	701-000-230.200	11,983.95
09/18	09/19/2018	81792	ACH-EFTPS	701-000-230.200	11,983.95
09/18	09/19/2018	81792	ACH-EFTPS	701-000-230.200	2,802.70
09/18	09/19/2018	81792	ACH-EFTPS	701-000-230.200	2,802.70
09/18	09/19/2018	81793	ACH-ICMA 457	701-000-230.700	2,084.11
09/18	09/19/2018	81793	ACH-ICMA 457	701-000-230.700	5,542.00
09/18	09/19/2018	81794	AFLAC	701-000-230.180	588.53
09/18	09/19/2018	81795	Alliance Entertainment	271-790-761.000	197.71
09/18	09/19/2018	81795	Alliance Entertainment	271-790-761.000	10.99
09/18	09/19/2018	81795	Alliance Entertainment	271-790-761.100	108.22
09/18	09/19/2018	81795	Alliance Entertainment	271-790-761.100	9.25
09/18	09/19/2018	81795	Alliance Entertainment	271-790-761.000	15.99-
09/18	09/19/2018	81796	AMERICAN WASTE	101-770-802.000	132.00
09/18	09/19/2018	81796	AMERICAN WASTE	101-754-802.000	138.00
09/18	09/19/2018	81796	AMERICAN WASTE	101-265-802.000	132.00
09/18	09/19/2018	81796	AMERICAN WASTE	101-268-802.000	114.00
09/18	09/19/2018	81796	AMERICAN WASTE	101-789-802.000	24.00
09/18	09/19/2018	81796	AMERICAN WASTE	101-773-931.000	60.00
09/18	09/19/2018	81796	AMERICAN WASTE	101-770-802.000	337.50
09/18	09/19/2018	81796	AMERICAN WASTE	101-754-802.000	337.50
09/18	09/19/2018	81796	AMERICAN WASTE	101-756-802.000	337.50
09/18	09/19/2018	81796	AMERICAN WASTE	101-789-802.000	337.50
09/18	09/19/2018	81796	AMERICAN WASTE	592-551-806.000	299.00
09/18	09/19/2018	81797	ASPLUNDH TREE EXPERT CO.	582-586-802.000	2,470.00
09/18	09/19/2018	81797	ASPLUNDH TREE EXPERT CO.	582-586-802.000	4,940.00
09/18	09/19/2018	81797	ASPLUNDH TREE EXPERT CO.	582-586-802.000	3,705.00
09/18	09/19/2018	81798	AT & T MOBILITY	514-587-920.000	311.72
09/18	09/19/2018	81799	AT&T	101-770-850.000	156.61
09/18	09/19/2018	81800	BENCHMARK ENGINEERING INC.	582-020-360.000	1,271.75
09/18	09/19/2018	81801	BIOLOGICAL RESEARCH SOLUTIONS	592-553-801.000	325.00
09/18	09/19/2018	81802	Bury, Tina	271-790-958.100	150.00
09/18	09/19/2018	81802	Bury, Tina	271-790-958.100	150.00- V
09/18	09/19/2018	81803	BUTCHER & BAECKER CONSTRUCTION	271-790-930.000	22,311.46
09/18	09/19/2018	81804	C. C. Power LLC	582-598-802.000	3,020.49
09/18	09/19/2018	81805	CARTER'S IMAGEWEAR & AWARDS	101-770-767.000	161.00
09/18	09/19/2018	81805	CARTER'S IMAGEWEAR & AWARDS	101-770-775.000	90.00
09/18	09/19/2018	81806	CHAR-EM UNITED WAY	701-000-230.800	77.00
09/18	09/19/2018	81807	CHARLEVOIX PUBLIC LIBRARY	271-790-955.000	29.99
09/18	09/19/2018	81808	CHILD'S WORLD, THE	271-790-760.100	18.95
09/18	09/19/2018	81809	CONSUMERS ENERGY	592-538-920.000	10,648.65
09/18	09/19/2018	81809	CONSUMERS ENERGY	592-558-920.000	403.40
09/18	09/19/2018	81810	CROSSCUT CONCRETE CUTTING	592-556-802.000	250.00
09/18	09/19/2018	81811	CYNERGYCOMM.NET INC.	271-790-850.000	262.70
09/18	09/19/2018	81812	DERRER OIL CO.	661-598-759.000	2,007.68
09/18	09/19/2018	81812	DERRER OIL CO.	514-587-802.000	126.07
09/18	09/19/2018	81812	DERRER OIL CO.	661-598-759.000	2,207.22
09/18	09/19/2018	81812	DERRER OIL CO.	661-598-759.000	2,549.61-
09/18	09/19/2018	81813	EJ USA INC.	592-010-111.000	846.60

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
09/18	09/19/2018	81814	EMERGENCY MEDICAL PRODUCTS	101-345-775.000	71.99
09/18	09/19/2018	81815	EMMET COUNTY TREASURER	703-040-222.218	184,828.07
09/18	09/19/2018	81815	EMMET COUNTY TREASURER	703-040-228.218	231,254.45
09/18	09/19/2018	81816	ENGLEBRECHT, ROBERT	101-257-802.100	3,750.00
09/18	09/19/2018	81817	ENVIRONMENTAL RESOURCE ASSOC.	592-553-801.000	167.35
09/18	09/19/2018	81818	ETNA SUPPLY	592-545-775.000	130.00
09/18	09/19/2018	81818	ETNA SUPPLY	592-546-775.000	395.62
09/18	09/19/2018	81818	ETNA SUPPLY	592-010-111.000	876.00
09/18	09/19/2018	81818	ETNA SUPPLY	592-010-111.000	5,200.00
09/18	09/19/2018	81818	ETNA SUPPLY	592-010-111.000	220.80
09/18	09/19/2018	81818	ETNA SUPPLY	582-010-111.000	1,980.00
09/18	09/19/2018	81818	ETNA SUPPLY	592-546-775.000	680.00
09/18	09/19/2018	81818	ETNA SUPPLY	592-010-111.000	8,725.35
09/18	09/19/2018	81818	ETNA SUPPLY	592-546-775.000	15.00
09/18	09/19/2018	81818	ETNA SUPPLY	592-010-111.000	71.85
09/18	09/19/2018	81819	EVER-GREEN LAWN CARE	582-586-702.000	527.00
09/18	09/19/2018	81820	FETTIG'S LANDSCAPING INC.	101-770-802.000	1,806.81
09/18	09/19/2018	81821	GALE/CENGAGE LEARNING	271-790-760.000	25.59
09/18	09/19/2018	81821	GALE/CENGAGE LEARNING	271-790-760.000	31.19
09/18	09/19/2018	81821	GALE/CENGAGE LEARNING	271-790-761.000	82.37
09/18	09/19/2018	81822	GIBBY'S GARAGE	582-593-930.000	136.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	661-598-931.000	238.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	661-598-932.000	204.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	582-590-802.000	612.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	101-770-931.000	34.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	661-598-931.000	680.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	661-598-932.000	136.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	582-593-930.000	34.00
09/18	09/19/2018	81822	GIBBY'S GARAGE	661-598-932.000	34.00
09/18	09/19/2018	81823	GREAT LAKES ENERGY	592-538-920.000	41.25
09/18	09/19/2018	81823	GREAT LAKES ENERGY	592-558-920.000	102.83
09/18	09/19/2018	81823	GREAT LAKES ENERGY	101-345-920.100	323.02
09/18	09/19/2018	81823	GREAT LAKES ENERGY	592-538-920.000	46.76
09/18	09/19/2018	81823	GREAT LAKES ENERGY	592-558-920.000	69.10
09/18	09/19/2018	81824	Great Lakes Pipe & Supply	101-789-775.000	6.64
09/18	09/19/2018	81824	Great Lakes Pipe & Supply	101-268-775.000	23.44
09/18	09/19/2018	81824	Great Lakes Pipe & Supply	101-770-775.000	20.03
09/18	09/19/2018	81825	GREAT LAKES SYSTEMS INC.	101-268-802.000	1,916.36
09/18	09/19/2018	81826	Haviland Products Company	592-540-783.000	3,772.89
09/18	09/19/2018	81827	Hill Mountain Signworks LLC	101-770-775.000	173.00
09/18	09/19/2018	81828	ICMA-ROTH	701-000-230.900	335.00
09/18	09/19/2018	81829	Infogeographics, Inc.	204-481-802.000	657.90
09/18	09/19/2018	81830	INGRAM LIBRARY SERVICES	271-790-760.000	2,351.69
09/18	09/19/2018	81830	INGRAM LIBRARY SERVICES	271-790-760.100	1,825.76
09/18	09/19/2018	81830	INGRAM LIBRARY SERVICES	271-790-958.000	65.35
09/18	09/19/2018	81830	INGRAM LIBRARY SERVICES	271-790-760.200	293.80
09/18	09/19/2018	81830	INGRAM LIBRARY SERVICES	271-790-958.200	70.48
09/18	09/19/2018	81831	JOHNSTONE SUPPLY #234	101-770-931.000	71.07
09/18	09/19/2018	81831	JOHNSTONE SUPPLY #234	101-265-930.000	23.00
09/18	09/19/2018	81831	JOHNSTONE SUPPLY #234	101-345-931.000	8.35
09/18	09/19/2018	81831	JOHNSTONE SUPPLY #234	101-268-930.000	39.52
09/18	09/19/2018	81831	JOHNSTONE SUPPLY #234	101-265-930.000	197.71

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
09/18	09/19/2018	81832	KRUSKIE, DAVID	101-770-912.000	286.13
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-586-802.000	2,405.00
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-598-802.000	180.00
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-020-360.000	9,032.50
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-598-802.000	4,962.50
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-020-360.000	600.00
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-020-360.000	700.00
09/18	09/19/2018	81833	LOWERY UNDERGROUND SERVICE	582-598-802.000	1,300.00
09/18	09/19/2018	81834	MCCARDEL CULLIGAN	101-770-802.000	19.50
09/18	09/19/2018	81835	MCLAREN NORTHERN MICH HOSPITAL	101-345-802.000	45.00
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.200	9.36
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.100	15.00
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.200	17.50
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.100	5.26
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.100	23.00
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.100	4.00
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-751.000	8.68
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.100	17.95
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.100	10.99
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-790-958.000	3.00
09/18	09/19/2018	81836	MEYERSON, VALERIE	271-010-004.000	50.00
09/18	09/19/2018	81837	MICHIGAN LIBRARY ASSOCIATION	271-790-912.000	240.00
09/18	09/19/2018	81838	MICHIGAN MUNICIPAL LEAGUE	101-345-751.000	123.12
09/18	09/19/2018	81839	MICHIGAN OFFICEWAYS INC.	271-790-751.000	38.37
09/18	09/19/2018	81840	MITCHELL GRAPHICS INC.	271-790-905.000	1,762.00
09/18	09/19/2018	81840	MITCHELL GRAPHICS INC.	271-790-905.000	300.00-
09/18	09/19/2018	81841	MITCHELL STREET FRAMEWORKS	101-172-751.000	59.39
09/18	09/19/2018	81842	NORTH CENTRAL LABORATORIES	592-553-775.000	2,830.14
09/18	09/19/2018	81842	NORTH CENTRAL LABORATORIES	592-553-775.000	574.20
09/18	09/19/2018	81843	ON DUTY GEAR LLC	101-345-775.000	639.84
09/18	09/19/2018	81844	P.C. LAWN CARE	582-584-802.000	45.00
09/18	09/19/2018	81844	P.C. LAWN CARE	582-584-802.000	55.00
09/18	09/19/2018	81845	Penguin Random House	271-790-761.000	30.00
09/18	09/19/2018	81845	Penguin Random House	271-790-761.000	30.00
09/18	09/19/2018	81846	Petoskey High School	271-790-905.000	50.00
09/18	09/19/2018	81847	PETOSKEY PUBLIC SCHOOLS	703-040-236.218	311,608.25
09/18	09/19/2018	81847	PETOSKEY PUBLIC SCHOOLS	703-040-237.218	71,462.95
09/18	09/19/2018	81847	PETOSKEY PUBLIC SCHOOLS	703-040-237.218	50,119.96
09/18	09/19/2018	81847	PETOSKEY PUBLIC SCHOOLS	703-040-237.218	21,244.74
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	2,940.00
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	3,287.50
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	237.50
09/18	09/19/2018	81848	PLUNKETT COONEY	101-257-802.000	2,152.50
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	3,825.00
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	5,915.70
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	1,065.10
09/18	09/19/2018	81848	PLUNKETT COONEY	204-481-802.000	1,065.09
09/18	09/19/2018	81848	PLUNKETT COONEY	582-588-802.000	1,065.09
09/18	09/19/2018	81848	PLUNKETT COONEY	592-549-802.000	1,065.09
09/18	09/19/2018	81848	PLUNKETT COONEY	592-560-802.000	1,065.09
09/18	09/19/2018	81848	PLUNKETT COONEY	101-266-802.000	11,580.76
09/18	09/19/2018	81849	POWER LINE SUPPLY	582-586-775.000	173.20

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09/18	09/19/2018	81849	POWER LINE SUPPLY	582-010-111.000	11,957.76
09/18	09/19/2018	81850	Priority Health	101-172-724.000	1,312.09
09/18	09/19/2018	81850	Priority Health	101-201-724.000	4,197.99
09/18	09/19/2018	81850	Priority Health	101-208-724.000	770.45
09/18	09/19/2018	81850	Priority Health	101-215-724.000	385.23
09/18	09/19/2018	81850	Priority Health	101-265-724.000	531.62
09/18	09/19/2018	81850	Priority Health	101-268-724.000	1,144.14
09/18	09/19/2018	81850	Priority Health	101-345-724.000	17,225.49
09/18	09/19/2018	81850	Priority Health	101-400-724.000	385.23
09/18	09/19/2018	81850	Priority Health	101-441-724.000	2,544.83
09/18	09/19/2018	81850	Priority Health	101-754-724.000	520.06
09/18	09/19/2018	81850	Priority Health	101-756-724.000	1,752.78
09/18	09/19/2018	81850	Priority Health	101-770-724.000	1,906.89
09/18	09/19/2018	81850	Priority Health	101-773-724.000	277.36
09/18	09/19/2018	81850	Priority Health	101-789-724.000	647.19
09/18	09/19/2018	81850	Priority Health	204-481-724.000	3,279.34
09/18	09/19/2018	81850	Priority Health	271-790-724.000	5,040.35
09/18	09/19/2018	81850	Priority Health	514-587-724.000	385.23
09/18	09/19/2018	81850	Priority Health	582-588-724.000	4,776.85
09/18	09/19/2018	81850	Priority Health	592-549-724.000	4,625.65
09/18	09/19/2018	81850	Priority Health	592-560-724.000	1,541.88
09/18	09/19/2018	81851	Rize, Kevin	101-345-912.000	1,050.00
09/18	09/19/2018	81852	RYAN BROTHERS INC.	582-020-360.000	453.68
09/18	09/19/2018	81852	RYAN BROTHERS INC.	582-020-360.000	2,268.40
09/18	09/19/2018	81852	RYAN BROTHERS INC.	592-544-802.000	1,911.43
09/18	09/19/2018	81853	Select Electric	582-020-360.000	1,965.00
09/18	09/19/2018	81854	Spectrum Business	582-588-850.000	81.18
09/18	09/19/2018	81854	Spectrum Business	101-770-850.000	99.98
09/18	09/19/2018	81855	STANDARD ELECTRIC COMPANY	101-265-775.000	19.74
09/18	09/19/2018	81855	STANDARD ELECTRIC COMPANY	101-265-775.000	9.87
09/18	09/19/2018	81855	STANDARD ELECTRIC COMPANY	582-010-111.000	31.19
09/18	09/19/2018	81856	STAPLES ADVANTAGE	101-345-751.000	125.40
09/18	09/19/2018	81856	STAPLES ADVANTAGE	101-268-775.000	26.37
09/18	09/19/2018	81857	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.200	164.61
09/18	09/19/2018	81857	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.300	3,708.84
09/18	09/19/2018	81857	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.400	737.49
09/18	09/19/2018	81857	STATE OF MICHIGAN-DEPARTMENT OF LAR	582-081-642.500	18.60
09/18	09/19/2018	81858	Summit Companies	592-554-802.000	987.00
09/18	09/19/2018	81859	ULTRAMAX	101-345-782.000	169.00
09/18	09/19/2018	81860	USA BLUE BOOK	592-555-775.000	1,029.31
09/18	09/19/2018	81861	VERIZON WIRELESS	101-345-850.000	102.98
09/18	09/19/2018	81861	VERIZON WIRELESS	101-441-850.000	53.61
09/18	09/19/2018	81861	VERIZON WIRELESS	592-538-850.000	80.06
09/18	09/19/2018	81861	VERIZON WIRELESS	592-538-920.000	280.07
09/18	09/19/2018	81862	WINDEMULLER	592-554-802.000	3,210.16
09/18	09/19/2018	81862	WINDEMULLER	592-537-802.000	472.00
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-546-775.000	26.08
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-265-775.000	9.24
09/18	09/19/2018	81863	MEYER ACE HARDWARE	271-790-930.000	88.37
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-770-775.000	238.47
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-268-775.000	3.59
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-756-808.010	4.59

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09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-789-775.000	76.34
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-789-775.000	22.64
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-268-775.000	13.49
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-770-775.000	35.03
09/18	09/19/2018	81863	MEYER ACE HARDWARE	271-790-752.000	26.50
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-754-775.000	74.68
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-268-775.000	13.47
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-345-775.000	9.52
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-754-775.000	7.64
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-773-775.000	2.33
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-544-775.000	10.78
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-770-775.000	62.96
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-770-775.000	6.29
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-542-775.000	27.88
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-268-775.000	18.49
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-549-785.000	19.78
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-773-775.000	17.91
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-268-775.000	6.63
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-554-775.000	60.26
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-773-775.000	32.39
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-546-775.000	5.39
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-546-775.000	2.69
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-345-775.000	24.80
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-262-751.000	47.66
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-265-775.000	22.49
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-773-775.000	12.22
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-789-775.000	16.63
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-773-775.000	25.18
09/18	09/19/2018	81863	MEYER ACE HARDWARE	592-544-775.000	7.16
09/18	09/19/2018	81863	MEYER ACE HARDWARE	661-598-931.000	30.00
09/18	09/19/2018	81863	MEYER ACE HARDWARE	101-770-775.000	1.79
09/18	09/19/2018	81864	ON DUTY GEAR LLC	101-345-775.000	639.84
09/18	09/19/2018	81864	ON DUTY GEAR LLC	101-345-775.000	639.84- V
09/18	09/19/2018	81865	SMITH, DANIEL	101-345-912.000	531.79
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	701-000-230.190	1,815.70
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-172-724.000	19.16
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-201-724.000	44.89
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-208-724.000	21.35
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-215-724.000	23.54
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-265-724.000	4.79
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-268-724.000	11.98
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-345-724.000	504.22
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-400-724.000	9.58
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-441-724.000	32.57
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-754-724.000	5.27
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-756-724.000	18.20
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-770-724.000	32.57
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-773-724.000	2.87
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	101-789-724.000	6.71
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	204-481-724.000	68.43
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	271-790-724.000	69.25
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	514-587-724.000	15.81

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09/18	09/20/2018	81866	Dearborn National Life Insurance Co	582-588-724.000	44.55
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	592-549-724.000	59.67
09/18	09/20/2018	81866	Dearborn National Life Insurance Co	592-560-724.000	19.16
09/18	09/20/2018	81867	DELTA DENTAL	101-172-724.000	58.11
09/18	09/20/2018	81867	DELTA DENTAL	101-201-724.000	263.93
09/18	09/20/2018	81867	DELTA DENTAL	101-208-724.000	47.45
09/18	09/20/2018	81867	DELTA DENTAL	101-215-724.000	19.21
09/18	09/20/2018	81867	DELTA DENTAL	101-265-724.000	24.02
09/18	09/20/2018	81867	DELTA DENTAL	101-265-724.000	51.39
09/18	09/20/2018	81867	DELTA DENTAL	101-345-724.000	847.67
09/18	09/20/2018	81867	DELTA DENTAL	101-400-724.000	22.17
09/18	09/20/2018	81867	DELTA DENTAL	101-441-724.000	150.97
09/18	09/20/2018	81867	DELTA DENTAL	101-754-724.000	23.47
09/18	09/20/2018	81867	DELTA DENTAL	101-756-724.000	89.48
09/18	09/20/2018	81867	DELTA DENTAL	101-770-724.000	96.14
09/18	09/20/2018	81867	DELTA DENTAL	101-773-724.000	12.44
09/18	09/20/2018	81867	DELTA DENTAL	101-789-724.000	29.02
09/18	09/20/2018	81867	DELTA DENTAL	204-481-724.000	185.93
09/18	09/20/2018	81867	DELTA DENTAL	271-790-724.000	269.09
09/18	09/20/2018	81867	DELTA DENTAL	514-587-724.000	16.66
09/18	09/20/2018	81867	DELTA DENTAL	582-588-724.000	246.69
09/18	09/20/2018	81867	DELTA DENTAL	592-549-724.000	278.50
09/18	09/20/2018	81867	DELTA DENTAL	592-560-724.000	74.59
09/18	09/20/2018	81867	DELTA DENTAL	701-000-230.110	1,208.08
09/18	09/20/2018	81868	Kalamazoo County Fire Chiefs Association	101-345-912.000	800.00
09/18	09/26/2018	81869	24/7 SEWER & DRAIN CLEANING	101-268-802.000	205.00
09/18	09/26/2018	81870	AIRGAS USA LLC	582-586-775.000	39.40
09/18	09/26/2018	81870	AIRGAS USA LLC	661-598-785.000	26.12
09/18	09/26/2018	81870	AIRGAS USA LLC	661-598-785.000	52.36
09/18	09/26/2018	81871	Alpha Handyman	101-528-802.000	647.50
09/18	09/26/2018	81872	AMAZON CREDIT PLAN	271-790-986.000	34.95
09/18	09/26/2018	81872	AMAZON CREDIT PLAN	271-790-760.100	33.70
09/18	09/26/2018	81872	AMAZON CREDIT PLAN	271-790-751.000	35.51
09/18	09/26/2018	81872	AMAZON CREDIT PLAN	271-790-760.000	10.87
09/18	09/26/2018	81873	AMERICAN WASTE	582-593-802.000	150.00
09/18	09/26/2018	81873	AMERICAN WASTE	101-528-802.000	5,841.00
09/18	09/26/2018	81873	AMERICAN WASTE	582-593-802.000	251.75
09/18	09/26/2018	81873	AMERICAN WASTE	582-586-802.000	251.75
09/18	09/26/2018	81874	AT&T	592-538-850.000	162.11
09/18	09/26/2018	81875	ATCHISON PAPER AND SUPPLY	271-790-751.000	10.95
09/18	09/26/2018	81875	ATCHISON PAPER AND SUPPLY	271-790-751.000	112.50
09/18	09/26/2018	81876	BELL EQUIPMENT COMPANY	661-598-932.000	131.73
09/18	09/26/2018	81877	BENDZINSKI & CO.	592-560-802.000	1,000.00
09/18	09/26/2018	81878	BLARNEY CASTLE OIL CO.	101-789-772.000	8,226.99
09/18	09/26/2018	81878	BLARNEY CASTLE OIL CO.	101-789-772.000	4,611.79
09/18	09/26/2018	81878	BLARNEY CASTLE OIL CO.	101-789-772.000	4,971.66
09/18	09/26/2018	81878	BLARNEY CASTLE OIL CO.	101-789-772.000	4,881.19
09/18	09/26/2018	81878	BLARNEY CASTLE OIL CO.	101-789-772.000	2,918.43
09/18	09/26/2018	81878	BLARNEY CASTLE OIL CO.	101-789-772.000	2,716.18
09/18	09/26/2018	81879	Brakes By The Bay	248-739-886.300	84.51
09/18	09/26/2018	81880	BSN SPORTS INC.	101-756-808.040	229.49
09/18	09/26/2018	81880	BSN SPORTS INC.	101-756-808.110	569.86

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09/18	09/26/2018	81881	Bury, Tina	271-790-958.100	55.92
09/18	09/26/2018	81882	CCP INDUSTRIES INC.	204-481-767.000	108.66
09/18	09/26/2018	81882	CCP INDUSTRIES INC.	661-598-767.000	54.33
09/18	09/26/2018	81882	CCP INDUSTRIES INC.	592-560-767.000	54.33
09/18	09/26/2018	81883	CDW GOVERNMENT	592-560-802.000	266.96
09/18	09/26/2018	81884	CENTER POINT LARGE PRINT	271-790-760.000	51.74
09/18	09/26/2018	81885	CINTAS CORP #729	582-588-767.000	35.20
09/18	09/26/2018	81885	CINTAS CORP #729	592-560-767.000	22.71
09/18	09/26/2018	81885	CINTAS CORP #729	592-549-767.000	22.72
09/18	09/26/2018	81885	CINTAS CORP #729	204-481-767.000	43.78
09/18	09/26/2018	81885	CINTAS CORP #729	582-593-802.000	29.77
09/18	09/26/2018	81885	CINTAS CORP #729	204-481-767.000	43.78
09/18	09/26/2018	81885	CINTAS CORP #729	582-588-767.000	35.20
09/18	09/26/2018	81885	CINTAS CORP #729	592-549-767.000	22.71
09/18	09/26/2018	81885	CINTAS CORP #729	592-549-767.000	22.72
09/18	09/26/2018	81885	CINTAS CORP #729	101-268-802.000	14.79
09/18	09/26/2018	81885	CINTAS CORP #729	592-554-802.000	43.28
09/18	09/26/2018	81886	CINTAS CORPORATION	582-593-930.000	51.63
09/18	09/26/2018	81886	CINTAS CORPORATION	661-598-767.000	51.62
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	41.69
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	68.90
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	318.09
09/18	09/26/2018	81887	CONSUMERS ENERGY	202-475-920.000	87.56
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	67.73
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	66.67
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	79.16
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	125.42
09/18	09/26/2018	81887	CONSUMERS ENERGY	592-558-920.000	40.51
09/18	09/26/2018	81888	CONWAY TOWING & RECOVERY INC.	592-556-802.000	75.00
09/18	09/26/2018	81889	DELL MARKETING L.P.	101-228-775.000	2,153.34
09/18	09/26/2018	81890	DERRER OIL CO.	661-598-759.000	1,802.11
09/18	09/26/2018	81891	DORNBOS SIGN INC.	203-475-775.000	114.46
09/18	09/26/2018	81891	DORNBOS SIGN INC.	202-475-775.000	114.46
09/18	09/26/2018	81892	DROST LANDSCAPE	101-754-802.000	121.87
09/18	09/26/2018	81893	DTE ENERGY	592-538-920.000	38.74
09/18	09/26/2018	81893	DTE ENERGY	101-265-924.000	40.03
09/18	09/26/2018	81893	DTE ENERGY	582-593-924.000	34.88
09/18	09/26/2018	81893	DTE ENERGY	101-773-924.000	101.81
09/18	09/26/2018	81893	DTE ENERGY	101-265-924.000	43.25
09/18	09/26/2018	81893	DTE ENERGY	592-538-920.000	34.88
09/18	09/26/2018	81893	DTE ENERGY	271-790-924.000	39.39
09/18	09/26/2018	81893	DTE ENERGY	101-268-924.000	46.47
09/18	09/26/2018	81893	DTE ENERGY	101-770-924.000	38.10
09/18	09/26/2018	81893	DTE ENERGY	514-587-802.100	34.88
09/18	09/26/2018	81893	DTE ENERGY	592-538-920.000	35.52
09/18	09/26/2018	81893	DTE ENERGY	592-551-920.000	53.55
09/18	09/26/2018	81893	DTE ENERGY	592-551-920.000	619.23
09/18	09/26/2018	81893	DTE ENERGY	271-790-924.000	34.88
09/18	09/26/2018	81893	DTE ENERGY	592-555-920.000	40.13
09/18	09/26/2018	81893	DTE ENERGY	592-558-920.000	34.88
09/18	09/26/2018	81893	DTE ENERGY	592-538-920.000	38.10
09/18	09/26/2018	81893	DTE ENERGY	101-345-920.100	50.97

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09/18	09/26/2018	81893	DTE ENERGY	101-345-920.000	62.56
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	204-481-751.000	30.85
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	582-593-751.000	30.85
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	582-588-751.000	30.86
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	592-549-751.000	30.86
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	592-560-751.000	30.86
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	661-598-751.000	30.86
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	204-481-751.000	39.11
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	582-593-751.000	39.11
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	582-588-751.000	39.11
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	592-549-751.000	39.11
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	592-560-751.000	39.11
09/18	09/26/2018	81894	DUNN'S BUSINESS SOLUTIONS	661-598-751.000	39.11
09/18	09/26/2018	81895	EJ USA INC.	204-010-111.000	699.90
09/18	09/26/2018	81895	EJ USA INC.	592-555-775.000	139.70
09/18	09/26/2018	81896	EMMET CO. DEPT OF PUBLIC WORKS	101-529-802.000	6,107.50
09/18	09/26/2018	81897	EMMET COUNTY TREASURER	101-081-403.000	1,859.02
09/18	09/26/2018	81897	EMMET COUNTY TREASURER	101-081-445.000	131.52
09/18	09/26/2018	81897	EMMET COUNTY TREASURER	271-081-403.000	378.02
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09/18	09/26/2018	81897	EMMET COUNTY TREASURER	211-081-403.000	823.21
09/18	09/26/2018	81897	EMMET COUNTY TREASURER	211-081-445.000	59.24
09/18	09/26/2018	81898	ENVISIONWARE INC.	271-790-802.000	725.00
09/18	09/26/2018	81899	EVERETT GOODRICH TRUCKING INC.	204-010-111.000	5,146.14
09/18	09/26/2018	81900	FEDEX	101-208-751.000	33.56
09/18	09/26/2018	81900	FEDEX	582-588-751.000	33.56
09/18	09/26/2018	81901	FIVE STAR SCREEN PRINTING PLUS	101-756-808.110	3,102.00
09/18	09/26/2018	81901	FIVE STAR SCREEN PRINTING PLUS	101-756-808.040	1,481.00
09/18	09/26/2018	81902	FLETCH'S INC.	661-598-932.000	23.80-
09/18	09/26/2018	81902	FLETCH'S INC.	661-598-932.000	23.80
09/18	09/26/2018	81903	Heritage Fire Equipment	101-345-802.000	330.00
09/18	09/26/2018	81904	HUBBELL ROTH & CLARK INC.	592-549-802.000	614.08
09/18	09/26/2018	81904	HUBBELL ROTH & CLARK INC.	592-025-343.000	3,893.26
09/18	09/26/2018	81904	HUBBELL ROTH & CLARK INC.	592-025-343.000	1,595.00
09/18	09/26/2018	81904	HUBBELL ROTH & CLARK INC.	592-549-802.000	2,998.61
09/18	09/26/2018	81904	HUBBELL ROTH & CLARK INC.	592-549-802.000	5,992.85
09/18	09/26/2018	81905	HYDE SERVICES LLC	202-479-775.000	204.00
09/18	09/26/2018	81905	HYDE SERVICES LLC	203-479-775.000	204.00
09/18	09/26/2018	81906	MICHIGAN CAT	661-598-932.000	170.26
09/18	09/26/2018	81907	Michigan Downtown Association	514-587-802.100	160.00
09/18	09/26/2018	81908	MICHIGAN MUNICIPAL LEAGUE	701-000-230.201	656.99
09/18	09/26/2018	81909	MITCHELL GRAPHICS INC.	271-790-905.000	95.00
09/18	09/26/2018	81910	NORTH COUNTRY IT	271-790-931.000	386.00
09/18	09/26/2018	81911	NORTHERN A-1 SERVICES KALKASKA	202-469-802.000	3,216.00
09/18	09/26/2018	81911	NORTHERN A-1 SERVICES KALKASKA	203-469-802.000	3,216.00
09/18	09/26/2018	81911	NORTHERN A-1 SERVICES KALKASKA	592-556-802.000	3,354.25
09/18	09/26/2018	81911	NORTHERN A-1 SERVICES KALKASKA	592-556-802.000	2,450.25
09/18	09/26/2018	81911	NORTHERN A-1 SERVICES KALKASKA	592-556-802.000	3,187.50
09/18	09/26/2018	81912	OHM Advisors	204-481-802.000	18,463.75
09/18	09/26/2018	81913	Penguin Random House	271-790-761.000	60.00
09/18	09/26/2018	81914	PERSONAL GRAPHICS INC.	248-540-882.120	171.72
09/18	09/26/2018	81915	Petoskey Towing & Recovery	592-556-802.000	75.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
09/18	09/26/2018	81916	POWER LINE SUPPLY	582-593-785.000	221.29
09/18	09/26/2018	81917	PROCLEAN NORTH	582-593-930.000	1,463.00
09/18	09/26/2018	81918	R.W. MERCER CO INC.	101-789-802.000	373.92
09/18	09/26/2018	81919	Richard Neumann Architect	101-265-970.000	6,800.00
09/18	09/26/2018	81919	Richard Neumann Architect	101-268-970.000	3,000.00
09/18	09/26/2018	81920	RIETH-RILEY CONSTRUCTION CO	592-544-802.000	2,442.30
09/18	09/26/2018	81920	RIETH-RILEY CONSTRUCTION CO	202-451-802.000	2,751.76
09/18	09/26/2018	81920	RIETH-RILEY CONSTRUCTION CO	592-556-775.000	233.84
09/18	09/26/2018	81920	RIETH-RILEY CONSTRUCTION CO	582-020-360.000	837.48
09/18	09/26/2018	81920	RIETH-RILEY CONSTRUCTION CO	582-020-360.000	152.44
09/18	09/26/2018	81920	RIETH-RILEY CONSTRUCTION CO	204-010-111.000	6,818.56
09/18	09/26/2018	81921	ROYAL TIRE	661-598-932.000	25.00
09/18	09/26/2018	81922	SCIENTIFIC BRAKE & EQUIPMENT	661-598-932.000	790.56
09/18	09/26/2018	81923	SIGN & DESIGN	101-268-802.000	108.80
09/18	09/26/2018	81923	SIGN & DESIGN	101-770-802.000	217.60
09/18	09/26/2018	81923	SIGN & DESIGN	101-773-931.000	108.80
09/18	09/26/2018	81923	SIGN & DESIGN	514-587-884.000	200.00
09/18	09/26/2018	81924	Spectrum Business	582-588-850.000	79.99
09/18	09/26/2018	81925	Spok	204-481-850.000	21.84
09/18	09/26/2018	81925	Spok	582-588-850.000	43.69
09/18	09/26/2018	81925	Spok	592-549-850.000	21.84
09/18	09/26/2018	81925	Spok	592-560-850.000	21.84
09/18	09/26/2018	81925	Spok	661-598-850.000	21.85
09/18	09/26/2018	81926	THOMPSON, WILLIAM S.	514-587-802.100	743.13
09/18	09/26/2018	81927	Tredroc Tire Services	661-598-932.000	126.00
09/18	09/26/2018	81928	Valley City Linen	271-790-752.000	25.00
09/18	09/26/2018	81928	Valley City Linen	271-790-752.000	25.00
09/18	09/26/2018	81928	Valley City Linen	271-790-752.000	25.00
09/18	09/26/2018	81928	Valley City Linen	271-790-752.000	25.00
09/18	09/26/2018	81929	VSP	101-172-724.000	27.11
09/18	09/26/2018	81929	VSP	101-201-724.000	109.54
09/18	09/26/2018	81929	VSP	101-208-724.000	20.05
09/18	09/26/2018	81929	VSP	101-215-724.000	40.09
09/18	09/26/2018	81929	VSP	101-265-724.000	12.09
09/18	09/26/2018	81929	VSP	101-268-724.000	26.45
09/18	09/26/2018	81929	VSP	101-345-724.000	422.92
09/18	09/26/2018	81929	VSP	101-400-724.000	10.73
09/18	09/26/2018	81929	VSP	101-441-724.000	57.49
09/18	09/26/2018	81929	VSP	101-754-724.000	10.42
09/18	09/26/2018	81929	VSP	101-756-724.000	44.98
09/18	09/26/2018	81929	VSP	101-770-724.000	49.59
09/18	09/26/2018	81929	VSP	101-773-724.000	4.92
09/18	09/26/2018	81929	VSP	101-789-724.000	11.46
09/18	09/26/2018	81929	VSP	204-481-724.000	67.20
09/18	09/26/2018	81929	VSP	271-790-724.000	123.67
09/18	09/26/2018	81929	VSP	514-587-724.000	10.73
09/18	09/26/2018	81929	VSP	582-588-724.000	115.19
09/18	09/26/2018	81929	VSP	592-549-724.000	118.85
09/18	09/26/2018	81929	VSP	592-560-724.000	40.09
09/18	09/26/2018	81930	NORTHERN MICHIGAN REVIEW INC.	271-790-905.000	212.80
09/18	09/26/2018	81930	NORTHERN MICHIGAN REVIEW INC.	101-345-802.000	182.25
09/18	09/26/2018	81931	State of Michigan - MDOT	202-451-802.000	14,330.24

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
Grand Totals:					1,339,216.17

Report Criteria:

Check.Date = 09/13/2018-09/26/2018

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81774	09/19/2018	Alexander, Cynthia	101087654000	50.00
81775	09/19/2018	Beer, Kevin	101087654000	50.00
81776	09/19/2018	Buckingham, Aaron	101087654000	50.00
81777	09/19/2018	Burrows, Scott Phillip	582040285000	35.24
81778	09/19/2018	Dean, Sara	101087654000	100.00
81779	09/19/2018	Denoyer, Lisa	101087654000	50.00
81780	09/19/2018	Dimmitt, Jim	101087653000	150.00
81781	09/19/2018	Fettig, Keisha	101-756-808.110	20.00
81782	09/19/2018	Hand, Merle	101087654000	50.00
81783	09/19/2018	HILLS, TYLER	582081642300	55.14
81784	09/19/2018	Lacy, Diane	101087654000	50.00
81785	09/19/2018	Larsen, Linda	101087654000	50.00
81786	09/19/2018	Marvin, Susan	101087654000	50.00
81787	09/19/2018	Meech, Constance	701040274000	333.56
81788	09/19/2018	Nagrant, Janet	101087654000	50.00
81789	09/19/2018	Provost, Jackie	101756808110	30.00
81790	09/19/2018	Wilcox, Peggy	101087654000	50.00
81932	09/26/2018	Athanasiadis, Jami	582081642300	15.69
81933	09/26/2018	Eyde, Sam & Victoria	703040222218	700.82
81933	09/26/2018	Eyde, Sam & Victoria	703040228218	867.00
81933	09/26/2018	Eyde, Sam & Victoria	703040229218	563.00
81933	09/26/2018	Eyde, Sam & Victoria	703040230218	1,163.94
81933	09/26/2018	Eyde, Sam & Victoria	703040231218	258.51
81933	09/26/2018	Eyde, Sam & Victoria	703040232218	107.78
81933	09/26/2018	Eyde, Sam & Victoria	703040237218	534.27
81934	09/26/2018	Kittleson, Terry	582081642300	6.50
81935	09/26/2018	O'Boyle, Lance	582081642300	94.36
81936	09/26/2018	Stark, Matthew	582040285000	29.00
81937	09/26/2018	Vandermyde, Andrew	582040285000	12.03
Grand Totals:				5,576.84



BOARD: City Council

MEETING DATE: October 1, 2018 **DATE PREPARED:** September 27, 2018

AGENDA SUBJECT: Second discussion and possible approval of the 2019-2024 Capital Improvement Plan

RECOMMENDATION: That City Council discuss and adopt enclosed proposed resolution

Summary This is the second discussion of the proposed six-year Capital Improvement Plan for 2019-2024. The Planning Commission has reviewed the draft 2019-2024 Capital Improvement Plan (CIP) on August 16, 2018 and unanimously recommended approval by City Council. The draft CIP was posted on the City's website on September 11, 2018 with no comments received from the public.

Please bring your copy of the 2019-2024 Capital Improvement Plan to the meeting.

Overview The CIP represents a long-term financial plan and helps to establish priorities for the City's investment in capital infrastructure. The CIP, along with the Annual Budget which appropriates funding for projects identified in the CIP, help set priorities and future direction for the City.

The 2019-2024 CIP totals \$38M in expenditures, with capital spending in 2019 proposed at \$4.47M, of which \$1.128M (25%) is anticipated to come from grants or other outside sources of revenue.

The 2019 plan contains funding for a variety of infrastructure improvements including street improvements, utility upgrades and trail and park enhancements. Specifically, the following capital improvement projects are proposed in 2019:

- In conjunction with the U.S. 31 Highway Realignment Project, the Lewis Street intersection and parking lot in Arlington Park will be reconfigured and includes new landscaping, lighting and sidewalks - \$200,000.
- Water and sewer line replacement in conjunction with the U.S. 31 Realignment Project - \$873,000 total project costs with \$273,000 in MDOT funding.
- The 29-year old Little Traverse Wheelway will be widened to AASHTO standards of 10' from Bayfront Park Tunnel to waterfall. MDOT will fund a portion of this trail improvement from the tunnel to the retaining wall adjacent to the trail. City costs \$75,000.
- Using TIFA funding, the Sunset Park Stair Tower will be replaced with a concrete steel structure similar to Bear River Valley stair tower but without a roof - \$315,000.
- New traffic signal mast arms at MacDonald Drive intersection along with U.S. 31 lighting upgrades from just east of Mitchell Bridge to Boulder Lane. City costs of \$190,000.

- Sidewalk reconstruction on Washington Street from Howard to Petoskey. Top priority per the Non-Motorized Plan and strongly recommended by Planning Commission - \$75,000 .
- Residential electric line conversion to underground on Valley View, Sunset, Karamol Court, Regent and Highland - \$410,000.
- Bear River Pedestrian Bridge Construction connecting River Road Complex Trail System to NCMC. Will serve both local residents and users of the Iron Belle Trail/North Country Trail. Costs of \$172,000 should be offset by various grants the City is pursuing.
- Parking deck engineering for Division and Lake Street location contingent upon a viable financial plan. DMB and County to share \$300,000 costs.
- Phase I of II for City Hall Window replacement - \$75,000.

Action That City Council discuss with possible adoption of the enclosed resolution.

sb
Enclosure



City of Petoskey

Resolution

WHEREAS, as part of the City's annual budget-preparation process, the City Planner submitted to the Planning Commission August 16, 2018 the City staff's proposed update to the City's six-year capital improvements program; and

WHEREAS, the Planning Commission reviewed this proposed 2019-2024 Capital Improvements Program on August 16, 2018, and recommended its adoption by the City Council; and

WHEREAS, the City Council reviewed the proposed plan on September 17 and October 1, 2018 and concurs with the recommendation of the Planning Commission:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council does and hereby approves the 2019-2024 Capital Improvements Program as submitted by the City Manager dated October 1, 2018 and approved by the Planning Commission August 16, 2018.



BOARD: City Council

MEETING DATE: October 1, 2018

DATE PREPARED: September 21, 2018

AGENDA SUBJECT: Downtown-Area Special Assessment Report

RECOMMENDATION: That the City Council accept and review this report and adopt a proposed resolution that would schedule an October 15 public hearing to receive comments concerning the proposed levying of special assessments to finance downtown area programs and services in 2019

Report At its September 18, 2018 meeting, the City's Downtown Management Board reviewed its proposed budget for downtown-area programs and services for 2019 and recommends that the City Council:

1. Levy a special assessment against all eligible, non-residential properties within the Management Board's jurisdictional territory, the proceeds from which would be used to finance costs of such programs and services.
2. Set the amount for the proposed special assessment based upon assessment-levy amounts that were used in 2018.

The Management Board's budget proposal will be included within the City's recommended 2019 Annual Budget, but the timeline of the special assessment process requires that the process be initiated annually by City Council in advance of the City's annual budget discussions.

Action At the October 1 City Council meeting, the Council will be asked to:

1. Adopt a proposed resolution which has been included with the report, that would:
 - a. Confirm that costs of proposed downtown-area programs and services would be offset by special-assessment revenues, and
 - b. Designate the special-assessment district, and
 - c. Approve the recommended special-assessment formula, and
 - d. Schedule an October 15 public hearing to receive comments concerning the proposed programs and services.

A second public hearing to receive comments concerning the proposed special-assessment roll is tentatively scheduled for November 19.



City of Petoskey

Report Concerning the Request of the City's Downtown Management Board that the City Council Implement Special Assessments to Finance Costs of Downtown-District Services and Programs for 2019

Prepared for Presentation to the City of Petoskey City Council by Robert Straebel, City Manager, Petoskey, Michigan, September 21, 2018

SUMMARY

The Petoskey City Council is being asked by the City Manager and the Downtown Management Board to implement annual special assessments within the Board's district to produce needed revenues for programs and services. This is the 25th consecutive year that assessments have been levied since the formation of the Downtown Management Board (DMB). The DMB is requesting to set the amount for the proposed 2019 special assessment based upon assessment-levy amounts that were used in 2018.

INTRODUCTION

On September 18, 2018, following its routine, annual procedure, the City's Downtown Management Board provided the City Manager the Management Board's proposed budget, which includes the special assessment for programs and services at the same formula rate within the City's approved 2018 Annual Budget.

The following is a report that reviews Downtown Management Board functions, the Management Board's proposed programs and services and their financing requirements for 2019, and the special-assessment process as recommended by the City Manager in accordance with various provisions of State statutes, the City Charter, and the City Code.

HISTORY

Under authority of Public Act 120 of the Public Acts of Michigan of 1961, known as the "Redevelopment of Principal Shopping Areas Act," municipalities are permitted to establish boards of management that can provide for improvements of streets; regulation of traffic and parking; construction and operation of public facilities; and provision of maintenance, promotion, security, and continued operations. Amendments to the 1961 general-enabling legislation, through Act 146 of 1992, clarified and expanded uses of special-assessment financing, by methods that are devised by local governmental units, on behalf of such boards of management for such programs and services.

Using provisions of a 1975 State statute, the City Council, in 1993, had established the Downtown Development Authority, and subsequently, in 1994, appointed its nine-member board as the City's Downtown Management Board, using provisions of the 1992 amendments to Public Act 120 of 1961. These State laws grant similar powers to downtown development authorities and boards of management, but downtown development authorities may request from their municipal governing boards levies of taxes and captures of tax increments; boards of management, using local procedures, may specially assess for purposes that are deemed beneficial to their districts.

PROGRAMS AND SERVICES FINANCING

Budget. The Downtown Management Board on September 18 considered a programs-and-services budget that had been proposed by the Downtown Director for 2019. Included within the recommended budget were expenditures within line-item activities in general categories that again included DMB events, collaborating events, economic enhancement, marketing and promotions, beautification, and administration for a total of \$184,505, compared with \$182,090 in 2018. Costs provided for 2019 were proposed to be offset by \$184,685 in revenues, compared with \$182,475 budgeted for 2018, from assessments, interest, penalties, and other sources. Following a review of estimated revenues and expenditures for 2018 and proposed 2019 figures based on that experience, the Downtown Management Board elected to keep the same formula rate as last year.

Assessments. When preparing its 2003 budget proposals, a comprehensive review was undertaken to establish programs-and-services priorities. Subsequently, in 2010 the Management Board recommended adjusting its then eight-year-old special-assessment formula by increasing its three categories by 10% from the formula that first had been used in 1994.

Following a review of programs and services provided by the DMB as well as an evaluation of future parking needs, the DMB recommended for 2013, that non-residential properties be assessed \$0.16 per square foot for useable first-floor area, \$0.04 per square foot for floors other than first floors, and \$0.05 per square foot for vacant, unimproved lots. City Council approved the recommended increase, which has not changed.

Breakdowns. Eligible, non-residential, first-floor area within the Downtown Management Board's district has been estimated at 438,255 square feet. At \$0.16 per square foot, special assessments that have been recommended for first-floor space would yield \$70,120.80. Combined areas of eligible, second, third, fourth, and basement floors would total 384,586 square feet; and, assessed at \$0.04 per square foot, would yield \$15,383.44 in revenues. Vacant, buildable property, assessed at \$0.05 per square foot of lot area, which totals 87,528 square feet, would provide \$4,376.40. Therefore, the proposed 2019 downtown-area special assessment would produce \$89,880.64 comparable to the 2018 assessment revenue that totaled \$90,034.36.

Process. According to State law, this proposed special assessment would be imposed by the City Council on behalf of the Downtown Management Board. Property owners would receive notices of public hearings that would be conducted by the City Council, first to receive comments about programs and services and, later, special assessments. If implemented, the City staff would invoice property owners for payments of their assessments within 30 days. The City staff again would manage financial accounts on behalf of the Management Board.

ASSESSMENT PROCEDURE

Roll. Enclosed is the proposed special-assessment roll that includes each non-residential downtown property that has been recommended for assessment. The assessment roll is prepared by street (although the Downtown Management Board's district includes portions of Division Street and Emmet Street, those streets do not contain assessable properties that have address numbers on those streets) and lists property owners' names, property addresses, square-footage areas, and proposed assessment costs for each non-residential-building floor and vacant property, and total proposed assessment amounts. A special-assessment-district map is also enclosed.

Resolution. After its review of this report, the City Council will be asked at its October 1 meeting to adopt the enclosed proposed resolution that would:

- 1) Determine that costs of proposed programs and services as recommended by the Downtown Management Board should be defrayed by a single special assessment;
- 2) Designate the Management Board's jurisdictional territory as the assessment district;
- 3) Approve the recommended assessment formula, which as proposed would remain the same as the 2018 formula; and
- 4) Schedule a public hearing for 7:00 P.M., Monday, October 15, in conjunction with the City Council's regular meeting, that would permit the City Council to receive comments concerning proposed downtown-area programs and services for 2019.

Notices. If the City Council adopts the enclosed proposed resolution that would schedule the requested October 15 public hearing, the City staff then would notify all potentially-affected downtown-area property owners of the public hearing and provide them with information about proposed downtown-area programs and services and amounts of special assessments that have been recommended to be levied against downtown-district properties. Following the October 15 public hearing, the City Council then could decide whether to direct the City staff to prepare the special-assessment roll, and whether that roll should be modified in any way based upon comments that had been received.

Assessments. Following completion of the final special-assessment roll, the City Council then would be asked to schedule a second public hearing to receive comments concerning any adjustments to the final-assessment roll. Following that hearing, the City Council then could decide whether to proceed with the proposed special assessments on behalf of the Downtown Management Board. If the City Council decided to implement the proposed special assessments, invoices then could be issued to individual property owners within 30 days. This proposed special-assessment process is the same process that has been used for this downtown-district program for the last 25 years.

sb
Enclosures

CITY OF PETOSKEY
Downtown Management Board
2019 Programs & Services Budget
Approved by DMB 9/18/18

	2016 Actual	2017 Actual	2018 Budget	2018 Projected	2019 Proposed
REVENUE					
Downtown Assessments	91,400	90,008	91,400	91,400	91,400
Interest Income	38	0	300	0	50
Penalties & Interest	1,768	2,855	2,500	2,000	2,000
Carry Over	0	10,000	0	0	15,000
Holiday Parade Sponsors	3,350	3,400	4,000	4,000	4,000
Petoskey Rocks! Sponsors	3,480	7,850	21,075	12,000	10,000
Winter Carnival Income/sponsors	7,808	6,866	15,925	10,000	13,935
Downtown Trick or Treat	0	0	4,000	0	4,000
Summer Open House	4,277	2,815	3,625	1,254	2,300
Trolley ads & sponsorship	3,000	2,190	4,000	4,000	8,000
Gallery Walk	2,100	3,100	4,000	3,900	4,600
Shopping Scramble	1,047	1,094	5,000	5,000	6,250
Ghost Walk/Haunted Halloween Dinner	0	500	900	900	900
Shop Map Ads	9,000	10,000	8,500	8,700	10,000
New Marketing Activities	950	1,200	5,000	0	1,000
Holiday Catalog	1,925	798	8,250	6,250	7,250
Sidewalk Sales			4,000	0	4,000
Total Revenue	130,144	142,675	182,475	149,404	184,685
EXPENSES					
<u>DMB Events</u>					
Summer Open House	7,255	9,639	14,250	10,752	9,000
Sidewalk Sales	4,595	6,801	7,000	4,010	8,000
DT Trick or Treat	0	177	6,000	200	6,000
Holiday Parade	7,042	5,874	8,000	7,000	7,000
Christmas Open House	530	500	1,000	1,000	1,000
Winter Carnival	15,002	22,476	22,865	18,118	21,705
Petoskey Rocks!	11,562	20,011	30,725	20,000	25,000
Gallery Walk	2,843	5,984	3,000	3,592	3,500
Shopping Scramble	2,108	4,340	3,500	3,500	4,000
Ladies Opening Night	3,354	4,000	4,000	4,000	4,000
Moveable Feast/Hemingway Harvest Fe	955	0	-	0	-
	55,245	79,800	100,340	72,172	89,205
<u>Collaborating Events</u>					
Concerts in the Park Pledge	4,000	2,562	2,500	2,500	2,500
Fourth of July Pledge	800	1,000	1,000	0	1,000
Santa's Visit	200	200	200	200	200
Restaurant Week Pledge	0	500	500	500	500
Festival on the Bay Pledge	1,500	1,500	1,500	1,500	1,500
Farmers Market Pledge	500	0	500	500	500
	7,000	5,762	6,200	5,200	6,200
<u>Economic Enhancement</u>					
Business Recruitment	0	0	500	0	500
Business Retention	1,609	1,977	1,500	1,000	1,000
	1,609	1,977	2,000	1,000	1,500

Marketing & Promotions

Image Campaign	39,850	36,319	30,000	25,000	30,000
Shop Map	9,485	9,000	10,000	10,000	10,000
Ghost Walk/Haunted Halloween	0	0	450	450	500
New Marketing Activities	0	0	1,000	0	15,000
Holiday Catalog	5,622	2,500	5,000	3,000	3,000
	54,957	47,819	46,450	38,450	58,500

Beautification

Flowers	1,861	7,405	9,000	9,000	9,000
Holiday Decorations	8,274	10,239	9,000	9,000	15,000
Fall Decorations	895	532	1,500	500	5,000
Public Art	500	0	-	0	-
	12,425	18,176	19,500	18,500	29,000

Administrative

Insurance & Bonds	0	0	500	0	-
Other	0	100	100	0	100
Capital Outlay	0	0	7,000	7,435	-
	0	100	7,600	7,435	100

Total Expenses	131,236	153,634	182,090	142,757	184,505
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Excess Revenue over Expenditures	-1,093	-10,960	385	6,647	180
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**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT**

STREET	AREA AND COST PER FLOOR												TOTAL COST
	FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		VACANT LAND		
	AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
Bay Street	26,305	\$ 4,208.80	12,774	\$ 510.96	5,417	\$ 216.68	-	\$ -	3,240	\$ 129.60	-	\$ -	\$ 5,066.04
Division Street	-	-	-	-	-	-	-	-	-	-	-	-	-
Howard Street	70,662	11,305.92	20,309	812.36	-	-	-	-	20,554	822.16	-	-	12,940.44
Lake Street	93,147	14,903.52	51,771	2,070.84	8,273	330.92	-	-	45,481	1,819.24	10,941	547.05	19,671.57
Lewis Street	15,360	2,457.60	12,590	503.60	12,590	503.60	3,922	156.88	8,711	348.44	-	-	3,970.12
Michigan Street	24,493	3,918.88	300	12.00	-	-	-	-	-	-	-	-	3,930.88
Mitchell Street	170,767	27,322.72	55,064	2,202.56	14,375	575.00	-	-	88,130	3,525.20	32,823	1,641.15	35,266.63
Park Avenue	5,756	920.96	860	34.40	-	-	-	-	4,939	197.56	-	-	1,152.92
Petoskey Street	22,309	3,569.44	4,692	187.68	3,672	146.88	-	-	3,314	132.56	43,764	2,188.20	6,224.76
Rose Street	4,428	708.48	3,608	144.32	-	-	-	-	-	-	-	-	852.80
Waukazoo Street	5,028	804.48	-	-	-	-	-	-	-	-	-	-	804.48
TOTALS	438,255	\$ 70,120.80	161,968	\$ 6,478.72	44,327	\$ 1,773.08	3,922	\$ 156.88	174,369	\$ 6,974.76	87,528	\$ 4,376.40	\$ 89,880.64

	Rate
First Floor	\$0.16
Non-First floor	\$0.04
Unimproved	\$0.05

effective 9/19/18

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
BAY STREET**

PROPERTY NUMBER PROPERTY OWNER		PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-226-001	CITY OF PETOSKEY	BAY STREET		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
06-226-002	CITY OF PETOSKEY	BAY STREET											-
06-226-003	PETOSKEY LAND & CATTLE	322 BAY STREET	5,893	942.88	3,086	123.44							1,066.32
06-200-011	MCGRAW, VAUGHN TRUST	319 BAY STREET	1,476	236.16									236.16
06-200-006	WINE GUYS HOLDINGS, LLC	321 BAY STREET	1,763	282.08	1,433	57.32							339.40
06-200-007	KONDZIELA, PAUL TRUST	327 BAY STREET	821	131.36									131.36
06-200-008	LANDIS CONNIE	329 BAY STREET	0	-	-	-	Residential						-
06-200-009	331 BAY STREET, LLC	331 BAY STREET (HOWARD STREET)	1,228	196.48	888	35.52							232.00
05-101-017	NATIONAL CITY BANK	401 BAY STREET (HOWARD STREET)	3,436	549.76	930	37.20					1,209	48.36	635.32
05-101-062	TIP OF MIT WATERSHED	426 BAY STREET (PARK AVENUE)	2,590	414.40	1,020	40.80							455.20
05-104-101	BANK OF NORTHERN MICHIGAN	406 BAY STREET	5,190	830.40	5,417	216.68	5,417	216.68					1,263.76
05-105-101	HOWARD PROPERTY PARTNERS	400 BAY STREET, UNIT 1	802	128.32									128.32
05-105-102	ANDREW & KATHLEEN BULTMAN	400 BAY STREET, UNIT 2	1,354	216.64							744	29.76	246.40
05-105-103	HOWARD PROPERTY PARTNERS	400 BAY STREET, UNIT 3	1,752	280.32							1,287	51.48	331.80
TOTALS			26,305	\$ 4,208.80	12,774	\$ 510.96	5,417	\$ 216.68	-	\$ -	3,240	\$ 129.60	\$ 5,066.04

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
DIVISION STREET**

PROPERTY NUMBER		PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST			
				FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT					
				AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST				
05-101-021	EMMET COUNTY	200 DIVISION STREET		\$	-		\$	-		\$	-		\$	-	\$	-	
05-101-046	EMMET COUNTY	DIVISION STREET														-	
05-101-048	EMMET COUNTY	DIVISION STREET														-	
			TOTALS	-	\$	-	-	\$	-	-	\$	-	-	\$	-	\$	-

CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
HOWARD STREET

PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
05-101-067	CRC HOLDINGS LLC	107 HOWARD STREET	3,780	\$ 604.80		\$ -		\$ -		\$ -		\$ -	\$ 604.80
05-101-011	SELDEN CARS, LLC	113 HOWARD STREET	1,306	208.96	852	34.08							243.04
05-101-015	117 HOWARD STREET, LLC	117 HOWARD STREET	2,280	364.80	788	31.52							396.32
05-101-022	ORAHAM, WALT/GENEVA TRUST	203 HOWARD STREET	4,786	765.76									765.76
05-101-024	HOWARD PROPERTY PARTNERS	209 HOWARD STREET	1,630	260.80	756	30.24							291.04
05-101-025	PHILLIPS, JUDY L. TRUST	215 HOWARD STREET	1,500	240.00	1,500	60.00							300.00
05-101-059	SYMONS, CHANDLER/LYNN TRUS	217 HOWARD STREET	900	144.00									144.00
05-101-036	SECOND EDITION INVEST. CO.	303 HOWARD STREET (EAST LAKE STREET)	1,425	228.00	1,425	57.00							285.00
05-101-047	SUMMIT POINT LLC	307 HOWARD STREET	2,057	329.12									329.12
05-101-049	LAKE HOWARD LLC	309 HOWARD STREET (PARK AVENUE)	1,114	178.24	1,114	44.56							222.80
05-101-050	VIGNEAU, PAUL	311 HOWARD STREET (PARK AVENUE)	1,857	297.12	897	35.88							333.00
-----	CITY OF PETOSKEY	CHAMBER OF COMMERCE											-
05-151-001	SEL WAYS, LLC	411 HOWARD STREET	2,886	461.76									461.76
05-151-008	MUNSON, THOMAS	415 HOWARD STREET	1,560	249.60									249.60
05-151-010	BOWE, JOHN	417 HOWARD STREET	3,666	586.56									586.56
05-151-012	421 HOWARD ST LLC	421 HOWARD STREET	1,881	300.96									300.96
06-226-041	PETOSKEY LAND & CATTLE	200 HOWARD STREET	5,247	839.52									839.52
06-226-042	SECOND-HALF PRODUCTIONS	206 HOWARD STREET	1,903	304.48							1,903	76.12	380.60

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
HOWARD STREET**

PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-226-006	T.J.B. PROPERTY HOLDINGS LLC	208 HOWARD STREET	1,755	\$ 280.80		\$ -		\$ -		\$ -		\$ -	\$ 280.80
06-226-007	HOWARD PROPERTY PARTNERS	210 HOWARD STREET	2,888	462.08							2,888	115.52	577.60
06-226-019	WJ & C, LLC	216 HOWARD STREET	2,400	384.00									384.00
06-226-027	HOWARD & LAKE LLC	300 HOWARD STREET (LAKE STREET)	1,975	316.00							1,964	78.56	394.56
06-226-028	ANDREWS PROPERTIES LLC	306 HOWARD STREET	1,250	200.00	877	\$ 35.08							235.08
06-226-030	HOWARD PROPERTY PARTNERS	308 HOWARD STREET	1,165	186.40	-	-							186.40
06-226-031	HOWARD PROPERTY PARTNERS	310 HOWARD STREET	2,500	400.00	-	-							400.00
06-226-037	MANTHEI, CORA TRUST	314 HOWARD STREET	5,000	800.00	5,000	200.00					4,832	193.28	1,193.28
06-226-040	BANK ONE	324 HOWARD STREET (MITCHELL STREET)	7,100	1,136.00	7,100	284.00					7,100	284.00	1,704.00
06-277-054	PROSPECT GROUP ENTERPRISE	410 HOWARD STREET	1,867	298.72							1,867	74.68	373.40
06-277-021	MSKS LLC	418 HOWARD STREET (MICHIGAN STREET)	2,984	477.44									477.44
PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	VACANT LAND										
			AREA	COST									
05-151-015	EV INVESTMENTS LLC	425 HOWARD STREET	PARKING LOT										-
TOTALS			70,662	\$ 11,305.92	20,309	\$ 812.36	-	\$ -	-	\$ -	20,554	\$ 822.16	\$ 12,940.44

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
LAKE STREET**

PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-227-015	MDC JACKSON LLC	215 EAST LAKE STREET	5,212	\$ 833.92	686	\$ 27.44		\$ -		\$ -	4,176	\$ 167.04	\$ 1,028.40
06-226-008	SHORTER, MARIETTA TRUST	301 EAST LAKE STREET (PETOSKEY STREET)	3,325	532.00	3,325	133.00					1,325	53.00	718.00
06-226-009	M.E.M. PROPERTIES	305 EAST LAKE STREET	1,750	280.00							1,750	70.00	350.00
06-225-101	LONGFIELD FARM LTD PARTNERS	307 EAST LAKE ST, UNIT 1	2,030	324.80							2,346	93.84	418.64
06-225-102	MAGER PETOSKEY LTD PARTNER	307 EAST LAKE ST, UNIT 2	2,084	333.44							1,681	67.24	400.68
06-226-012	SHORTER PROPERTIES, LLC	311 EAST LAKE STREET	1,238	198.08	1,238	49.52					1,238	49.52	297.12
06-226-013	TESKA, MICHAEL & LINDA	313 EAST LAKE STREET	675	108.00									108.00
06-226-014	WARD, DONALD & JENNIFER TRUST	315 EAST LAKE STREET	1,225	196.00									196.00
06-226-015	SUMMERHILL ESTATES, LLC	317 EAST LAKE STREET	2,075	332.00	1,775	71.00					2,045	81.80	484.80
06-226-016	NORWOOD GROUP, LLC	319 EAST LAKE STREET	2,000	320.00							1,976	79.04	399.04
06-226-017	321 EAST LAKE STREET, LLC	321 EAST LAKE STREET	4,050	648.00	4,050	162.00							810.00
06-226-018	SPLASH PROPERTIES, LLC	325 EAST LAKE STREET	4,000	640.00	4,000	160.00					4,000	160.00	960.00
06-226-020	WJ & C, LLC	329-331 EAST LAKE ST. (HOWARD STREET)	4,065	650.40	4,065	162.60	4,065	162.60			3,911	156.44	1,132.04
06-226-021	SCOTT, JOHN F & KAYE S.	306 EAST LAKE STREET (PETOSKEY STREET)	5,323	851.68	625	25.00							876.68
06-226-022	HAAS, THERESA	312 EAST LAKE STREET	2,295	367.20	1,275	51.00							418.20
06-226-023	ROBINSON, GEORGE & BARBARA	314 EAST LAKE STREET	2,015	322.40									322.40
06-226-024	HOWARD PROPERTY PARTNERS	316 EAST LAKE ST.	4,603	736.48	-	-							736.48
06-226-025	HOWARD PROPERTY PARTNERS	320 EAST LAKE STREET	3,344	535.04	1,500	60.00							595.04

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
LAKE STREET**

PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-226-026	PHILLIPS, JUDY L. TRUST	322-340 EAST LAKE ST.	12,002	\$ 1,920.32	10,355	\$ 414.20		\$ -		\$ -	2,550	\$ 102.00	\$ 2,436.52
05-101-035	SYMONS, CHANDLER T JR TRUST	401 EAST LAKE STREET (HOWARD STREET)	1,590	254.40	1,590	63.60					1,590	63.60	381.60
05-101-058	CIPIO LLC	403 EAST LAKE STREET	1,500	240.00	1,500	60.00					1,500	60.00	360.00
05-101-027	MASONIC ASSOCIATION	405 EAST LAKE STREET	4,208	673.28	4,208	168.32	4,208	168.32			2,800	112.00	1,121.92
05-101-028	NORTH HARBOR GROUP, LLC	409 EAST LAKE STREET	1,945	311.20	975	39.00					1,945	77.80	428.00
05-101-070	AMERICAN SPOON FOODS INC	411 EAST LAKE ST. (PARK AVENUE)	3,568	570.88									570.88
05-101-031	EMMET COUNTY	321 ELK AVENUE											-
05-101-037	SECOND EDITION INVEST. CO.	406 EAST LAKE STREET	3,611	577.76	3,611	144.44							722.20
05-101-040	WINE GUYS HOLDINGS LLC	432 EAST LAKE STREET	7,434	1,189.44	3,175	127.00					7,411	296.44	1,612.88
05-101-041	SASS INVESTMENT CO	434 EAST LAKE STREET	1,475	236.00									236.00
05-101-042	PETOSKEY LAND & CATTLE	438 EAST LAKE STREET	3,237	517.92	2,550	102.00					3,237	129.48	749.40
05-101-043	CITY OF PETOSKEY	EAST LAKE STREET											-
05-101-044	CITY OF PETOSKEY	EAST LAKE STREET											-
05-101-045	EMMET COUNTY	454-456 EAST LAKE ST.											-
05-101-038	APPLE PIE PROPERTIES, LLC	410 E. LAKE ST. (formerly 300 Park Ave.)	1,268	202.88	1,268	50.72							253.60
PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	VACANT LAND										
			AREA	COST									
06-223-001	LCA PROPERTIES LLC	200 EAST LAKE STREET	10,941	\$ 547.05									

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TOTALS

93,147	\$ 14,903.52	51,771	\$ 2,070.84	8,273	\$ 330.92	-	\$ -	45,481	\$ 1,819.24	\$ 19,671.57
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**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
LEWIS STREET**

PROPERTY NUMBER		PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
				FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
				AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
05-101-060	MS LODGING LLC	100 LEWIS STREET (ROSE & BAY STREETS)	15,360	\$ 2,457.60	12,590	\$ 503.60	12,590	\$ 503.60	3,922	\$ 156.88	8,711	\$ 348.44	\$ 3,970.12	

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
MICHIGAN STREET**

PROPERTY NUMBER PROPERTY OWNER		PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-277-022	CITY OF PETOSKEY	MICHIGAN STREET (PETOSKEY STREET)		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
06-277-019	CITY OF PETOSKEY	MICHIGAN STREET											-
06-277-020	CITY OF PETOSKEY	MICHIGAN STREET											-
05-151-011	CLARK, DENNIS & ANGELA	411 MICHIGAN STREET	2,400	\$ 384.00									384.00
05-151-002	EV INVESTMENT	407 MICHIGAN STREET	10,428	1,668.48									1,668.48
05-151-003	BURRELL, JACKLYN	413 MICHIGAN STREET	4,318	690.88									690.88
05-151-004	BLDG AUTH CITY OF PETOSKEY	417 MICHIGAN STREET											-
05-151-005	484 BENNAVILLE LLC	425 MICHIGAN STREET	5,816	930.56									930.56
05-151-006	CITY OF PETOSKEY	MICHIGAN STREET											-
05-151-013	BLUEWATER INVESTMENT GROUF	445 MICHIGAN	1,531	244.96	300	12.00						-	256.96
TOTALS			24,493	\$ 3,918.88	300	\$ 12.00	-	\$ -	-	\$ -	-	\$ -	\$ 3,930.88

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
MITCHELL STREET**

PROPERTY NUMBER PROPERTY OWNER		PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-226-038	FRANKHOUSER JOHN & MARY LOI	301 EAST MITCHELL ST. (PETOSKEY STREET)	3,120	\$ 499.20		\$ -		\$ -		\$ -		\$ -	\$ 499.20
06-226-039	REID, JAMES III	307 EAST MITCHELL	6,141	982.56	5,808	232.32					5,696	227.84	1,442.72
06-226-033	HOWARD PROPERTIES PARTNER	311 EAST MITCHELL	6,308	1,009.28	5,390	215.60					5,390	215.60	1,440.48
06-226-034	PAUL KRECKE	317 EAST MITCHELL ST.	5,050	808.00	-	-							808.00
06-226-043	HOWARD PROPERTIES PARTNER	319 EAST MITCHELL ST.	5,050	808.00									808.00
06-226-044	DUSE, MARNIE	323 EAST MITCHELL ST.	1,700	272.00							1,625	65.00	337.00
06-277-001	BETTY SMITH FARLEY	202 EAST MITCHELL ST. (EMMET STREET)	2,640	422.40									422.40
06-277-003	GRAIN TRAIN NATURAL FOOD CO	220 EAST MITCHELL ST.	6,571	1,051.36									1,051.36
06-277-050	MIGHTY FINE PIZZA & DELI	222 EAST MITCHELL ST.	480	76.80									76.80
06-277-004	C4 HOLDINGS, LLC	224 EAST MITCHELL (PETOSKEY STREET)	3,388	542.08	3,482	139.28							681.36
06-277-052	HOWARD PROPERTIES PARTNER	300 EAST MITCHELL ST. (PETOSKEY STREET)	10,181	1,628.96	5,529	221.16					10,181	407.24	2,257.36
06-277-007	KOSCH PROPERTIES LLC	316 EAST MITCHELL ST.	6,640	1,062.40	4,410	176.40	4,410	176.40			4,410	176.40	1,591.60
06-277-008	PHILLIPS, JUDY L TRUST	320 EAST MITCHELL ST.	1,750	280.00									280.00
06-277-009	PETOSKEY LAND & CATTLE CO	322 EAST MITCHELL ST.	3,375	540.00	1,890	75.60							615.60
06-277-010	SIMPLY SWEET BY JESSICA LLC	324 EAST MITCHELL ST.	1,684	269.44									269.44
06-277-053	JORGENSEN, JOHN & KATHLEEN	326 EAST MITCHELL ST.	2,935	469.60							2,625	105.00	574.60
06-277-013	PETOSKEY COMMUNITY CORP.	330 EAST MITCHELL ST. (HOWARD STREET)	2,734	437.44	2,734	109.36							546.80

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
MITCHELL STREET**

PROPERTY NUMBER PROPERTY OWNER		PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
05-101-039	GEMINI LAND CO.	421 EAST MITCHELL ST. (EAST LAKE STREET)	8,250	\$ 1,320.00		\$ -		\$ -		\$ -	8,250	\$ 330.00	\$ 1,650.00
05-101-051	NORCOR LLC	427 EAST MITCHELL	2,839	454.24									454.24
05-101-057	PETOSKEY LAND & CATTLE CO LL	435 EAST MITCHELL ST.	6,495	1,039.20	4,623	184.92							1,224.12
05-101-052	PETOSKEY LAND & CATTLE CO	441 EAST MITCHELL ST.	6,892	1,102.72									1,102.72
05-101-053	PETOSKEY LAND & CATTLE CO	443 EAST MITCHELL	13,800	2,208.00							9,660	386.40	2,594.40
05-101-054	CITY OF PETOSKEY	451 EAST MITCHELL ST.											-
05-101-055	CROOKED TREE ART COUNCIL	461 EAST MITCHELL ST. (DIVISION STREET)	9,432	1,509.12	700	28.00	-	-	-		9,952	398.08	1,935.20
05-100-001	J. C. PENNEY CO. #703-9	408 EAST MITCHELL ST. (HOWARD STREET)	10,108	1,617.28	10,108	404.32					10,108	404.32	2,425.92
05-100-151	SKOP, DAVID & RUTH	416-A EAST MITCHELL ST.	1,656	264.96							1,632	65.28	330.24
05-100-152	HOWARD PROPERTY PARTNERS	416-B EAST MITCHELL ST.	5,610	897.60							5,556	222.24	1,119.84
05-100-004	PETOSKEY LAND & CATTLE CO	418 EAST MITCHELL ST.	5,390	862.40	5,390	215.60	5,390	215.60			5,390	215.60	1,509.20
05-100-006	SYMON CHANDLER JT TRUST	426 EAST MITCHELL ST.	2,500	400.00							2,350	94.00	494.00
05-100-007	ROCHON ELAINE TRUST	430 EAST MITCHELL ST.	2,500	400.00							2,500	100.00	500.00
05-100-008	SMITH, RICHARD	434 EAST MITCHELL ST.	5,000	800.00	5,000	200.00							1,000.00
05-100-009	PETOSKEY LAND & CATTLE CO	436 EAST MITCHELL ST.	2,500	400.00									400.00
05-100-010	PETOSKEY LAND & CATTLE CO	438 EAST MITCHELL ST.	2,375	380.00									380.00

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
MITCHELL STREET**

			AREA AND COST PER FLOOR										TOTAL COST	
PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT			
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST		
05-100-011	PETOSKEY LAND & CATTLE CO	440 EAST MITCHELL ST.	2,825	\$ 452.00		\$ -		\$ -		\$ -		\$ -	\$ 452.00	
05-100-012	NORTH HARBOR GROUP LLC	442 EAST MITCHELL ST.	2,650	424.00									424.00	
05-100-013	AMBITIOUS BEE PROPERTIES LLC	444 EAST MITCHELL ST.	1,625	260.00									260.00	
05-100-014	PETOSKEY LAND & CATTLE CO	446 EAST MITCHELL ST. (WAUKAZOO AVENUE)	4,380	700.80									700.80	
05-154-101	DAVID & MELISSA MEIKLE	422 EAST MITCHELL ST #1	Third floor unit - residential										-	
05-154-102	SUSAN OFFIELD TRUST	422 EAST MITCHELL ST #2	Third floor unit - residential										-	
05-154-103	484 BENNAVILLE LLC	422 EAST MITCHELL ST #3	Second floor unit - commercial				2,279	91.16					91.16	
05-154-104	484 BENNAVILLE LLC	422 EAST MITCHELL ST #4	Second floor unit - commercial				2,296	91.84					91.84	
05-154-105	484 BENNAVILLE LLC	422 EAST MITCHELL ST #5	1,875	300.00	First floor unit - commercial - includes basement						697	27.88	327.88	
05-154-106	484 BENNAVILLE LLC	422 EAST MITCHELL ST #6	2,318	370.88	First floor unit - commercial - includes basement						2,108	84.32	455.20	
PROPERTY NUMBER	PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	VACANT LAND											
			AREA	COST										
06-223-003	LCA ENTERPRISES LLC	207 EAST MITCHELL ST. (EMMET STREET)	10,941	\$ 547.05										547.05
06-223-004	LCA ENTERPRISES LLC	211 EAST MITCHELL ST.	10,941	547.05										547.05
06-277-002	BLDG AUTH CITY OF PETOSKEY	212 EAST MITCHELL ST.												
06-223-002	LCA ENTERPRISES LLC	221 EAST MITCHELL ST.	10,941	547.05										547.05
			32,823	\$ 1,641.15										

TOTALS

170,767	\$ 27,322.72	55,064	\$ 2,202.56	14,375	\$ 575.00	-	\$ -	88,130	\$ 3,525.20	\$ 35,266.63
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**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
PARK AVENUE**

PROPERTY NUMBER		PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
				FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
				AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
05-101-030	WILLIAM & TAMMY THOMPSON	216 PARK AVENUE		2,901	\$ 464.16		\$ -		\$ -		\$ -	2,861	\$ 114.44	\$ 578.60
05-101-033	PETOSKEY LAND & CATTLE LLC.	222 PARK AVENUE		1,188	190.08							1,188	47.52	237.60
05-101-034	PETOSKEY LAND & CATTLE, LLC	224 PARK AVENUE		807	129.12							890	35.60	164.72
05-101-038	APPLE PIE PROPERTIES, LLC	300 PARK AVENUE moved to 410 E Lake St												-
05-101-063	CIPIO LLC	214 PARK AVE		860	137.60	860	34.40							172.00
TOTALS				5,756	\$ 920.96	860	\$ 34.40	-	\$ -	-	\$ -	4,939	\$ 197.56	\$ 1,152.92

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
PETOSKEY STREET**

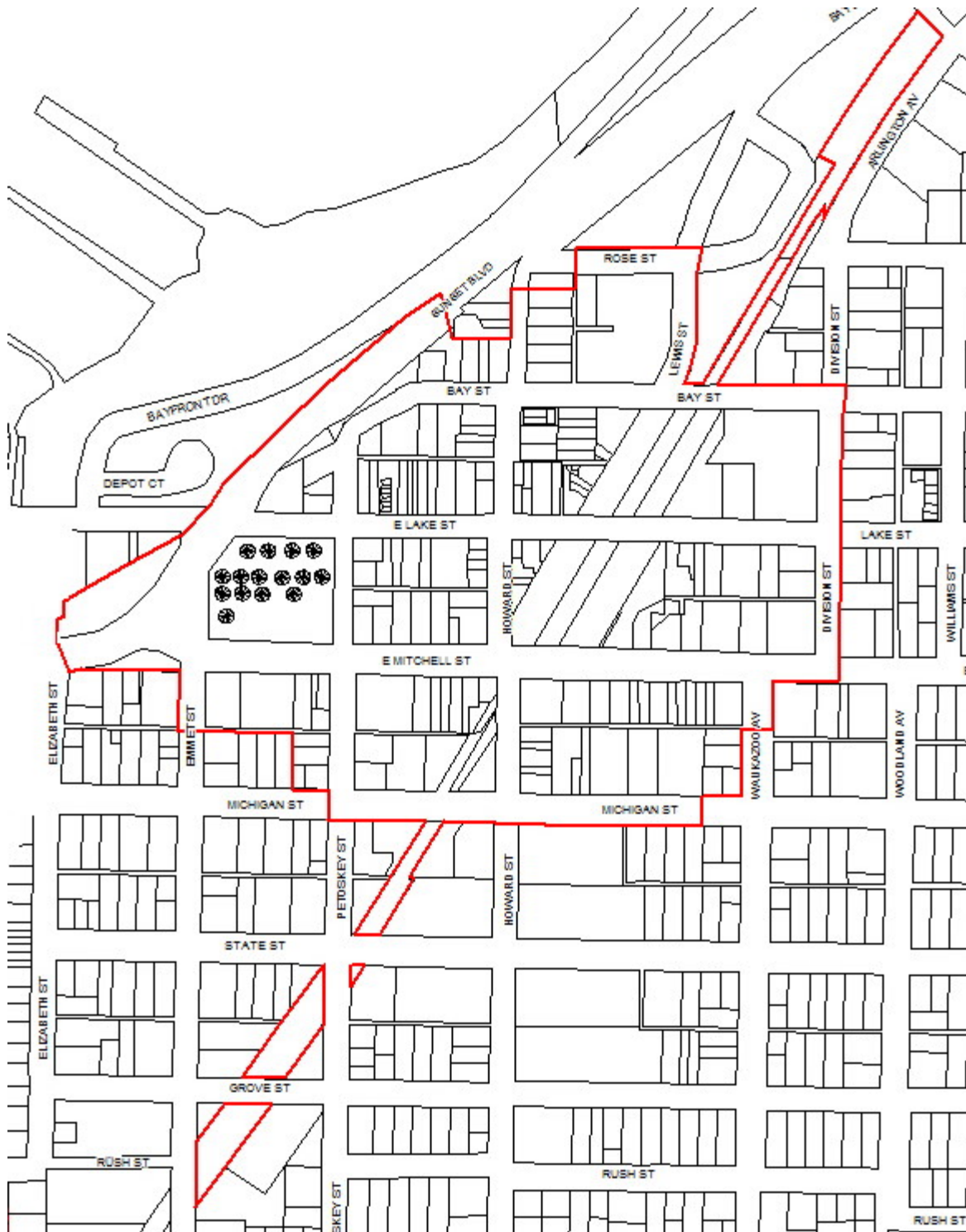
PROPERTY NUMBER PROPERTY OWNER		PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
			FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
			AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
06-226-032	REID, JAMES III	313 PETOSKEY STREET	676	\$ 108.16		\$ -		\$ -		\$ -		\$ -	\$ 108.16
06-277-018	CITY OF PETOSKEY	PETOSKEY STREET											-
06-277-022	CITY OF PETOSKEY	PETOSKEY STREET (MICHIGAN STREET)											-
06-226-045	BEAR RIVER REALTY LLC	1 PETOSKEY STREET	3,672	587.52	3,672	146.88	3,672	146.88					881.28
06-277-015	HARRIS, DANIEL & AMY	410 PETOSKEY STREET	2,262	361.92									361.92
06-227-001	LAMBERT, MICHAEL T & HELEN T	202 PETOSKEY STREET	4,024	643.84									643.84
06-227-004	MOLCOR LLC	214 PETOSKEY STREET (EAST LAKE STREET)	3,285	525.60							3,314	132.56	658.16
06-277-017	REED, PAUL W & KATHLEEN A	414 PETOSKEY STREET	2,010	321.60									321.60
06-278-005	ALM, MARIE C TRUST	418 PETOSKEY STREET	1,128	180.48									180.48
06-278-008	HARRIS PROFESSIONAL PROPER	1424 PETOSKEY STREET (MICHIGAN STREET)	1,820	291.20	1,020	40.80							332.00
06-226-029	BEIER FAMILY REAL ESTATE CO.,	309 PETOSKEY STREET	3,432	549.12									549.12
PROPERTY NUMBER PROPERTY OWNER		PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	VACANT LAND										
			AREA	COST									
06-223-005	LCA ENTERPRISES LLC	302 PETOSKEY STREET (EAST LAKE STREET)	10,941	\$ 547.05									547.05
06-223-006	LCA ENTERPRISES LLC	312 PETOSKEY STREET	10,941	547.05									547.05
06-223-007	LCA ENTERPRISES LLC	314 PETOSKEY STREET	10,941	547.05									547.05
06-223-008	LCA ENTERPRISES LLC	316 PETOSKEY STREET	10,941	547.05									547.05
			43,764	\$ 2,188.20									
TOTALS			22,309	\$ 3,569.44	4,692	\$ 187.68	3,672	\$ 146.88	-	\$ -	3,314	\$ 132.56	\$ 6,224.76

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
ROSE STREET**

PROPERTY NUMBER		PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
				FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
				AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
05-101-002	MS LODGING LLC	410 ROSE STREET	4,428	\$ 708.48	3,608	\$ 144.32	-	\$ -	-	\$ -	-	\$ -	\$ 852.80	

**CITY OF PETOSKEY DOWNTOWN MANAGEMENT BOARD
2018 DOWNTOWN PROGRAMS AND SERVICES ASSESSMENT
WAUKAZOO STREET**

PROPERTY NUMBER		PROPERTY OWNER	PROPERTY ADDRESS (ADDITIONAL FRONTAGE)	AREA AND COST PER FLOOR										TOTAL COST
				FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		FOURTH FLOOR		BASEMENT		
				AREA	COST	AREA	COST	AREA	COST	AREA	COST	AREA	COST	
05-151-007	CRESS ENTERPRISES INC.	414 WAUKAZOO STREET	0	\$ -	-	\$ -	Residential begin Dec 2016		\$ -		\$ -		\$ -	
05-151-009	CRESS ENTERPRISES INC.	418 WAUKAZOO STREET	1,932	\$ 309.12	-	-						-	309.12	
05-151-014	1ST CHURCH CHRIST SCIENTIST	420 WAUKAZOO STREET	3,096	\$ 495.36	-	-						-	495.36	
TOTALS			5,028	\$ 804.48	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 804.48	



DDA Boundary Approved 10-7-2013



City of Petoskey

Resolution

WHEREAS, the City Council in 1994 appointed members of the City's Downtown Development Authority Board as a "Downtown Management Board" under provisions of Act 120 of the Public Acts of Michigan of 1961, as amended by Act 146 of 1992; and

WHEREAS, at its September 18, 2018, meeting, the Downtown Management Board discussed the need to continue to provide certain programs and services that are believed to be beneficial to the City's principal shopping area; and

WHEREAS, the Downtown Management Board has developed a recommended formula by which properties within the Board's district could be specially assessed as a means of obtaining revenues to offset costs of the Board's proposed programs and services for the year 2019; and

WHEREAS, the City Council has reviewed a report dated September 21, 2018, by the City Manager that lists those proposed programs and services as recommended by the Downtown Management Board and the proposed roll that would spread special assessments against properties within the Management Board's district:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council does and hereby determines that a portion of the expense of these proposed programs and services shall be defrayed by special assessments upon those properties especially benefited; and

BE IT FURTHER RESOLVED that the nature of these proposed programs and services shall include such activities as special events, economic enhancement, beautification, marketing and promotions, and administration for costs estimated at \$184,505; that all portions of such costs shall be paid by special assessments and other related revenues, without a general obligation of the City; that such special-assessment revenues shall be collected in a single-installment payment; and that such assessments shall be levied in a district with boundaries that are to be coterminous to those of the Downtown Management Board's jurisdictional territory; and

BE IT FURTHER RESOLVED that the City Council does and hereby sets forth the basis of this special assessment by use of a formula that has been recommended by the Downtown Management Board to set the amount for the proposed special assessment based upon the recommended 2018 formula and that has been calculated by the City staff based upon square footage of useable, non-residential building area and vacant properties, which the City Council has determined to be the most equitable to the greatest number of property owners concerned; and

BE IT FURTHER RESOLVED that the City Council does and hereby schedules a public hearing for 7:00 P.M., Monday, October 15, 2018, to receive comments concerning these proposed programs and services; and

BE IT FURTHER RESOLVED that the City Council does and hereby directs the City staff to notify all property owners within the proposed assessment district of potential property assessments and the October 15, 2018, public hearing to receive comments concerning these proposed programs and services.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: October 1, 2018

PREPARED: September 27, 2018

AGENDA SUBJECT: Review of LWCF Project Agreement for Downtown Bathroom Renovation Funding

RECOMMENDATION: Input only – no official action required at this time

Background In early 2017, the City of Petoskey submitted a grant to the Land and Water Conservation Fund for financial support to remodel the downtown restrooms in Pennsylvania Park. The Land and Water Conservation Fund is administered through the National Park Service, funded through offshore gas and oil investment earnings to preserve history and protect land and water. Funds are filtered to the states through programs, in our case the Michigan Department of Natural Resources, who then distributes to local units of government who have been recommended for project funding.

In early February, the City was notified by the MDNR that the project has been recommended for up to \$150,000 in grant funding. (The DMB and City's General Fund both budgeted \$75,000 each in matching funds.) Since then, the City, State and Federal Government have been working hard to expedite the Project Agreement to ensure the demolition and construction is completed by May 1, 2019. The only way to achieve this deadline is to begin construction this fall. Project bids are due to the City by end of the day October 4, 2018. We are hoping to convene a special meeting the week of October 8 to award a bid to the lowest qualified bidder as well as approve the Project Agreement.

Through the discussion of the project, there was a special condition included on Appendix B (see enclosed) on the proposed Encumbered Boundary Map which reads:

"The existing restroom shares a common wall and roofline with the Chamber of Commerce building. If the building is ever vacated by the Chamber of Commerce, the building is to be used per support facility guidelines in the LWCF grants manual to either support outdoor recreation, developed specifically for outdoor recreation or completely removed from the parcel without modifications to the LWCF recreation boundary."

While this may appear at first glance as an overreach by the National Park Service, please consider this is a unique circumstance, as the City owns the land underneath the Chamber building. While the City does not own the Chamber building, the City has the authority to revoke the agreement at any time. The City may either retain the building or direct the Chamber to completely remove the building restoring the land to the same condition in which the land was found. See enclosed Chamber Agreement and First Amendment to the Land Use Agreement. Additionally, approximately half of Pennsylvania Park is currently restricted by the LWCF provisions for outdoor recreation purposes. See Encumbered Boundary Map for the LWCF designation.

Recommendation Staff feels the special condition is acceptable as the Pennsylvania Park area serves the outdoor recreation and open space needs of the City and is already under LWCF restrictions. Staff believes that there is no intent to change the scope or use of the area in the distant future. Additionally, there is a process to convert the building to something other than outdoor recreation, if the City Council ever decides to go in a different direction.

Since timeliness of this project is imperative, Staff wants to discuss the special condition and any other provisions in the Project Agreement to determine if City Council could support the grant moving forward. No official action is needed at this meeting.

At the special meeting on the week of October 8, the City Council will review and possibly approve a bid for the project as well as consider approval of the Project Agreement. Please be ready to discuss possible dates for a special meeting during the week of October 8.

rs
Enclosures



Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
DEVELOPMENT PROJECT AGREEMENT**

Project Number: 26-01783

Project Title: Pennsylvania Park Public Restroom

This Agreement is between the Michigan Department of Natural Resources and Environment for and on behalf of the State of Michigan ("DEPARTMENT") and the City of Petoskey IN THE COUNTY OF Emmet County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In PA 107 of 2017, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund grant to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 11/23/2018.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); Recreation Grant application bearing the number 26-01783 (APPENDIX C); and Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are, by this reference, made part of this Agreement. The Agreement together with the referenced Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed. **Special Conditions Applicable to This Agreement on Boundary Map**
2. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT. Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the provision in APPENDIX D will prevail.
3. The time period allowed for project completion is 09/24/2018 through 06/30/2021, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
4. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
5. The words "project area" shall mean the land and area described in the legal description (APPENDIX A) and the boundary map (APPENDIX B) already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

Access Pathway 5'-6- Wide
Demolition Existing Restroom
Landscaping
Restroom Building
Retaining/Seat Wall

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) Percent** of **Three Hundred Thousand (\$300,000.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred Fifty Thousand (\$150,000.00) dollars and Zero Cents**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty (50%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

8. The GRANTEE agrees as follows:

- a. To immediately make available all funds required to complete the project and to **One Hundred Fifty Thousand (\$150,000.00) dollars and Zero Cents** in local match. This sum represents **Fifty (50%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

- i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT , and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted on the basis of residence . Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall

be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a plaque on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this plaque shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **930/2021**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed.

Approval of changes is solely at the discretion of the DEPARTMENT . Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.

12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement .
13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
14. Unless an exemption has been authorized by the DEPARTMENT , and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE , including, but not limited to, replacement with land of similar recreational and monetary value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE .
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the

GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal fair market value, and of reasonably equivalent usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal fair market value and of reasonably equivalent usefulness and location. Such replacement shall be subject to all the provisions of this Agreement .

19. The GRANTEE acknowledges that:

- a) The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b) The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c) The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Natural Resources and Environment-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

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

24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT ; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund and the Michigan Natural Resources Trust Fund ; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
30. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to

employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position . The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor , manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity .
35. The Agreement may be executed separately by the parties . This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT , and
 - b. the DEPARTMENT has signed it.

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

Approved by resolution (true copy attached) of the _____,

date

_____ meeting of the _____.

(special or regular)

(name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6004583

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____

Dan Lord

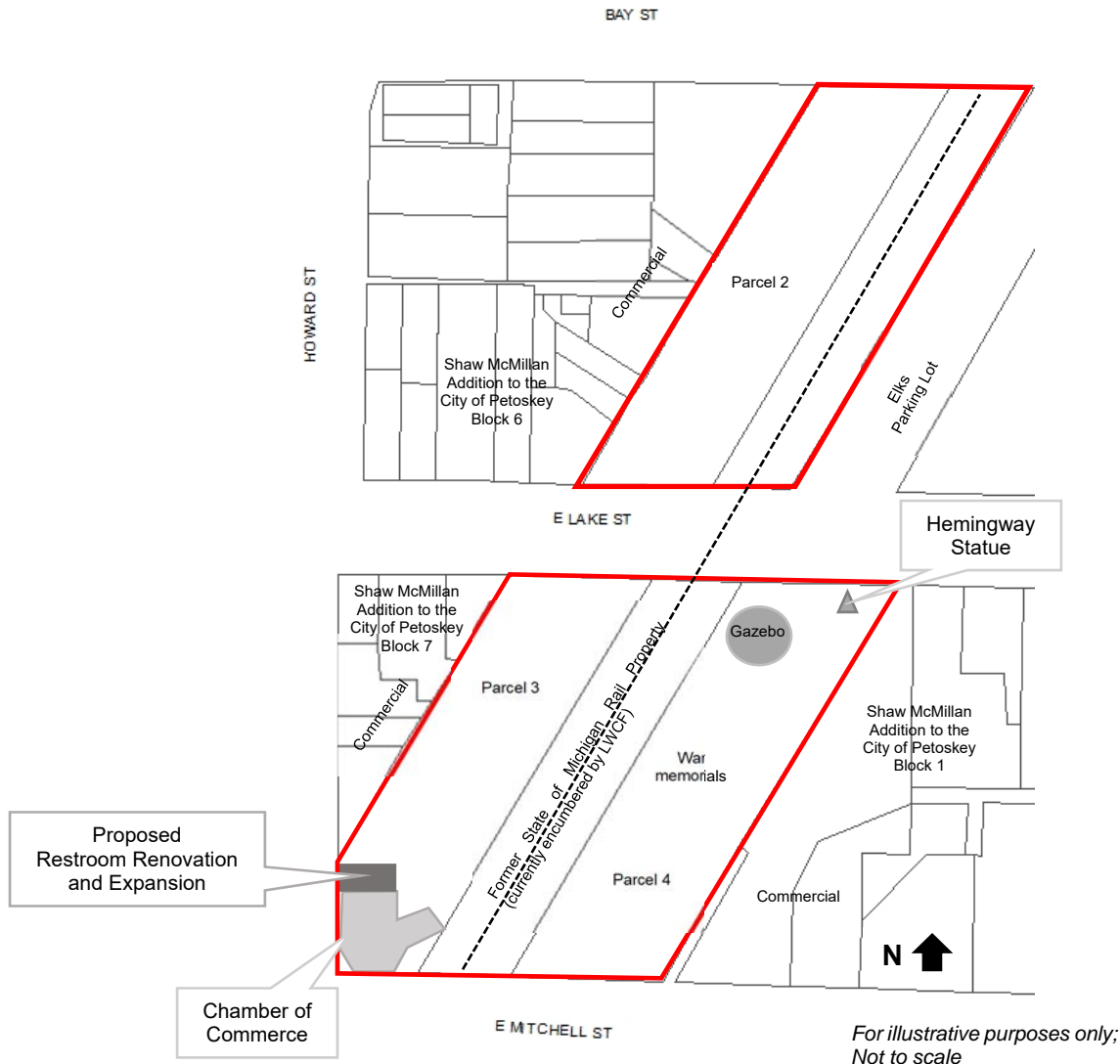
Title: _____

Manager, Grants Management

Date: _____

**6F Encumbered Park Boundary
City of Petoskey, Emmet County**

**Pennsylvania Park Restroom Renovation and Expansion
LW17-0023**



Legal Description

Pennsylvania Park, Being Parcels 2, 3 and 4 as Described in the Emmet County Register of Deeds Liber 167 page 312, approximately 1.9 acres; and that portion of the property between Bay Street and E. Mitchell Street acquired from the State of Michigan recorded in Emmet County Register of Deeds Liber 1136 Page 256; approximately 0.9 acres.

Kendall Klingelsmith
Authorized Representative

Date

SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

The existing restroom shares a common wall and roofline with the Chamber of Commerce building. If the building is ever vacated by the Chamber of Commerce, the building is to be used per support facility guidelines in the LWCF grants manual to either support outdoor recreation, developed specifically for outdoor recreation or completely removed from the parcel without modifications to the LWCF recreation boundary.

Land and Water Conservation Fund Application 2017

Organization: City of Petoskey

LW17-0023

Application Narrative

* I. Project Description

The City of Petoskey is proposing to renovate, improve and expand a public restroom facility located within Pennsylvania Park in Downtown Petoskey. Pennsylvania Park is a 2.7 acre park that is truly the focal point of activity for Downtown Petoskey, hosting multiple events from concerts, art fairs, festivals, parades, run/walk events, tours, and national holiday celebrations. The existing restroom was constructed in 1981 with 2 water closets on women's side and a water closet and urinal on men's side and shares a common wall and roofline with the Chamber of Commerce Building located within the park. (City has a Land Use Agreement with the Chamber of Commerce governing structure) The restroom cannot meet present usage demands placed upon it and needs to be enlarged. This expansion project proposes to expand the restroom building to include 4 sinks and 6 water closets on the women's side and 2 sinks 3 urinals and 2 water closet on the men's side. The building and approaches will be designed for universal accessibility, with preliminary plans having been reviewed by the Disability Network. The building will also be designed for energy efficiency with LED lighting, solar light tubes, water saving plumbing fixtures and ventilation/ heat recovery units. Project will also relocate screened refuse collection area to near Lake Street utility area within the park. . SCORP: Pennsylvania Park is the central feature of the Downtown Greenway Corridor Non-Motorized Trail, which extends from Emmet Street on the South to MacDonald Drive on the North where it connects to the Little Traverse Wheelway, the National Parks Service North Country National Scenic Trail and Iron Belle Trail, as well as local trails and parks. There is a downtown map adjacent to the restroom building that identifies the connection to the waterfront and the Little Traverse Wheelway/ Iron Belle Trail through the tunnel under US 31. These restrooms will serve trails users, park users, and downtown visitors.

* II. Project Justification and Support:

This request for the Renovation, Expansion and Improvements to the Pennsylvania Park Restrooms has been a long standing need identified by park users, Downtown Mgt. Boards, Petoskey Chamber of Commerce, retailers, service providers and has been included in several 5yr Park and Recreation Plans. The Project is also identified specifically in The City of Petoskey 2013-2017 Parks and Recreation Master Plan, see Chapters 5 and 8 references to Pennsylvania Park and the Downtown Greenway Corridor and Chapter 6 Recreation Strategy last page "Improve Downtown Parks". It was also an often cited need in public meetings for the update to the Downtown Greenway Corridor Plan. The current restroom was constructed in 1981 and use has exceeded capacity. The ventilation and heating systems are inadequate and existing fixtures and plumbing lines need to be updated. The current restroom has 1 sink and 2 toilets on women's side and 1 sink, 1 urinal and 1 toilet on men's side. The proposed universally accessible restroom will be enlarged and will provide 4 sinks and 6 toilets on women's side and 2 sinks, 3 urinals and 2 toilets on men's side, which substantially increases the service capacity of these restrooms. Pennsylvania Park is a central feature of Downtown Petoskey and is heavily utilized and programed for community concert series (summer 8 week season estimated attendance at 2500), music performances (Friday night Petoskey Rocks attendance between 150 and 600), arts and crafts shows (Art in the Park has 270 artists and support staff and between 5,000-8,000 attendees), parades, movies in the park (weekly in the summer with 100-250 attendees), veterans and national holiday ceremonies, Farmers Market on Howard Street (70 vendors and staff and 250-400 attendees weekly over a 16 week period) and frequent downtown special events that bring large crowds to the park. The park is also the central destination of the Downtown Greenway Corridor and provides the only restrooms along the non-motorized trail and the central core of the downtown. There are often waiting lines to the restroom during a normal summer day, but they are very long during events. The

Application Narrative

Chamber of Commerce receives restroom questions and complaints on a daily basis and from June-September they estimate 100 questions or comments a week.

As part of this project a screened refuge containment area which is now located in the footprint of the proposed expanded building will be relocated and combined with a screened electrical utility area at the northeast end of project site.

Due to its importance to the resort and tourism economy, the City considers the downtown as a park area and budgets for maintenance and beautification. There is a downtown-specific parks crew that check the bathrooms on an almost hourly basis in the summer. Due to the very limited number of fixtures, when there is a problem the whole facility must be closed. Additional fixtures will address this situation.

*** III. Project Design:**

The project is located in the southwest quadrant of Pennsylvania Park lying between Lake Street and Mitchell Street in Petoskey's Historic Downtown Shopping District. Pennsylvania Park was originally developed as a railroad park and portions of the park were acquired in 1959 from Penndel Company and the remainder from MDOT Rail in 2011. The restroom faces the park, is clearly visible and can be universally accessed from the Park Avenue sidewalk and the Howard Street sidewalk. The park and restrooms are identified on City Way-finding signage and on street signage located throughout the Downtown. Public parking is located adjacent to and near the park, a bus drop off area for both public and tour buses is also located adjacent to the park.

The expanded restroom is designed to match the appearance of the existing Chamber Building to which it shares a common wall, rooflines and architectural design elements, brick style and trim will match original building. Energy efficient LED lighting will be used inside the building and outside, solar tube lighting will also be used for day time light supplement. Sinks, urinals and toilets will utilize low water volume flush valves, and automated timed sink valves. Energy star rated heat sources will be utilized and a ventilation/ heat recovery unit will be utilized to prevent heat loss. All fixtures, doors, restroom partitions, counters, mirrors etc. will meet universal accessibility requirements. Interior flooring and walls will be tiled for ease of maintenance. Solid color reinforced composite toilet partitions will be utilized for graffiti resistance and durability. City and Architect have met with the Michigan Disability Network liaison to insure that building design and approaches meet universal access design guidelines, (letter attached). Recycling bins will be incorporated in refuse container area. Building materials will incorporate high content of post-consumer recycled materials where possible.

The exterior doors and approach walks will be well lighted and the entry doors are visible from the park and Howard Street. Restrooms are open 7 days a week, year round, cleaned frequently and locked at 9pm unless event is ongoing. City Departments of Public Safety and Parks and Recreation jointly fund foot patrol security officers during the summer months to patrol the downtown and park during evening hours. The restroom is heavily used, which has historically limited undesired activity. The Chamber of Commerce Office is staffed six days a week and alerts City staff if any issues develop with restroom cleanliness or security.

If awarded, the project will be announced and status updates provided through a press release and information provided for websites and newsletters (City, Chamber, Downtown). At Project completion a ceremony will be hosted to showcase the project and give recognition to the Grant funded program,

Land and Water Conservation Fund Application 2017

Organization: City of Petoskey

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Application Narrative

elected officials, local dignitaries and governmental staff.

IV. Additional Information:

The City of Petoskey has a long standing record of partnering with multiple units of governments, community organization and non-profit Foundations. The City has Recreational Agreements with Resort and Bear Creek Townships where the City provides recreational programming for township residents based upon a cost share formula; The City and Petoskey Public Schools have a Recreation Facility Agreement for shared facility development, use and cost sharing which benefits community; The City has a Recreational Lease for Sports Field properties developed by City with North Central Michigan College; The City works with the Top of Michigan Trails Council, Emmet County and the North Country National Scenic Trail Chapters on trail development and coordinated trail maintenance efforts; and the City partners with youth sports associations and organizations for recreational programming, and field maintenance support. Pennsylvania Park Collaborations: The Crooked Tree Art Center organizes and promotes the summer concert series, The Downtown Management Board hosts many events in the park such as the holiday tree lighting and open house, winter carnival, movies in the park and other summer events, and the Chamber of Commerce holds Art in the Park art fair in Pennsylvania Park. The City Parks and Recreation and Department of Public Works staff provide logistical support for these events.

In 2012 the City working with the Michigan Department of Natural Resource and the National Park Service successfully completed LWCF land conversion for the former Turcott Field site. The land restriction perpetuity agreement was transferred to property acquired for the Development of the Downtown Greenway Corridor at a cost of \$895,000 and a LWCF plaque installed. A replacement field was built on City Property near school campus. A portion of Pennsylvania Park near where the proposed Restroom Project takes place is part of the conversion replacement property.

Land and Water Conservation Fund Application 2017

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Section C: Project Details

Applicant's current control of the site:

✓ Fee Simple

Road or Utility Easement (entrance only)

***Age of Park** 58 Years

***Acres** 2.7

Project Cost Estimate Table

List the specific development scope items (Select from dropdown list). Do not include ineligible items such as engineering costs beyond 15% of the subtotal and contingencies. NOTE: ALL OVERHEAD UTILITY LINES MUST BE BURIED.

<u>SCOPE ITEM</u>	<u>IS SCOPE ITEM OF UNIVERSAL DESIGN?</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
Restroom Building	No ✓ Yes	627 SF x \$337/ SF	\$212,300.00
Landscaping	✓ No Yes	Lump sum	\$3,300.00
Other: Demolition	✓ No Yes	lump sum	\$25,000.00
Sidewalks and retaining wall/seat	No ✓ Yes	Lump sum	\$15,000.00
Refuge/storage area	No ✓ Yes	Lump sum	\$5,700.00

Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials.*(New rows will appear as rows are completed and Saved)*

Permit Fees

Subtotal \$261,300.00

Engineering (These fees may not exceed 15% of subtotal) \$38,700.00

Total Estimated Cost (Must equal Total Project Cost amount on Section B page.) **\$300,000.00**

APPENDIX D

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual .
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement , and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements .

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance , or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project

agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement , and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III -I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual .

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

-OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs , Department of the Interior;

-A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project .

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment,

rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties .
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness .

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements :

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs , Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the

representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Revised 10/01/2008

STATE OF MICHIGAN
COUNTY OF EMMET
O'CLOCK 11 M

RECORDED 21st DAY OF
Oct A. D. 1965 AT 10:05
Arden J. Bawkey
REGISTER OF DEEDS

LAND USE AGREEMENT

This Agreement made this 9th day of September, 1964, by and between the City of Petoskey, a municipal corporation of Emmet County, Michigan, party of the first part hereinafter referred to as "City" and Petoskey Chamber of Commerce, a Michigan non-profit corporation, of Pennsylvania Plaza, Petoskey, Michigan, party of the second part, hereinafter referred to as "Chamber", WITNESSETH:

WHEREAS, City is presently the owner (and formerly the Lessee from Pennsylvania Railroad Company and/or Pennel Company) of certain lands in the City of Petoskey paralleling the right-of-way of the Pennsylvania Railroad and bordered on the south by the right-of-way of Mitchell Street and on the north by the right-of-way of Lake Street, commonly known as "Pennsylvania Park"; and

WHEREAS, in past years the Chamber has erected a certain information booth, being a small building at the southwesterly corner of said Pennsylvania Park near the intersection of Howard and Mitchell Streets in Petoskey, pursuant to an unwritten license agreement between the City and the Chamber; and

WHEREAS the Chamber in order to better serve the public and its membership now desires to renovate, reconstruct and expand such existing information facility by the erection of a new building on the same site; and

WHEREAS the City, although being subject to the requirements and limitations placed upon the handling of public properties imposed by its City Charter, The Home Rule Cities Act, and the general laws and statutes of the State of Michigan, is nonetheless desirous of permitting the Chamber to expand its information facilities and of affording such cooperation with the Chamber as it can offer;

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. The City hereby grants to the Chamber a license of indefinite duration to construct, erect and install in Pennsylvania Park at the Northeast corner of Howard and Mitchell Streets such other or further buildings, fixtures, improvements as may be necessary or desirable in the opinion of the Chamber's Board of Directors to better

serve the public and disseminate information and stimulate economic activity in the Petoskey area according to the corporate purposes of the Chamber.

2. This license extends to such additional land areas immediately adjoining the site of the present information booth as the Chamber may reasonably require for its expanding facilities.

3. It is agreed that all work to be done and installations will conform with all requirements of the City Zoning Ordinance and all applicable fire and safety regulations, both of the City, of the State of Michigan, and any and all other governmental entities having jurisdiction, that the City Manager and other designated representatives of the City may have access on the premises to the facilities to be erected thereon at all reasonable times for purposes of inspection and/or supervision.

It is agreed that any structures, fixtures or improvements which the Chamber may place on said land may be freely severed, moved or removed by the Chamber at any time by it or its successors or assigns, and that the same shall be considered the personal property of the Chamber and shall be assessed as such by the City Assessor and not in anywise as real estate.

4. The license to use city land hereby granted shall be personal to the Chamber and shall not in any way be assigned, conveyed or sublicensed by it other than by way of chattel mortgage or security interest given upon its said personal property and in the event such chattel mortgage or security interest given by it shall at any time be foreclosed, the mortgagee or secured party shall be required to remove said personal property from the city land.

5. The license hereby granted from the City to the Chamber shall be revocable at the pleasure of the City Council; however, the City agrees to afford the Chamber a reasonable period of time, not to exceed six months, for the removal of its property.

6. In the event this license shall be terminated by the City or surrendered by the Chamber or in either of such event, the Chamber covenants and agrees to restore the site to the same condition in which the land was found when taken, including the

filling and re-sodding of any excavations, foundations or footings, and the re-placement of any walks, paths, shrubs or flowers to the extent such may have existed at date hereof.

7. The Chamber agrees to hold the City harmless and fully indemnify the City on account of any claims, damages, lawsuits, controversies, or causes of action arising from or stemming out of the existence, operation or presence of the Chamber's officers, agents, invitees, structures, and improvements upon the licensed premises.

IN WITNESS WHEREOF, parties have set their hands and seals at the City of Petoskey by their duly authorized officers, the day and year above first written Witness as to City of Petoskey:

CITY OF PETOSKEY, a municipal corporation,

Sandra Somerville

By: N. Fletcher Johnson
N. Fletcher Johnson, Mayor

Nancy Esler

By: Virginia F. Hubbard
Virginia F. Hubbard, Clerk

Witness as to Petoskey Chamber of Commerce:

John Iverson

PETOSKEY CHAMBER OF COMMERCE, a Michigan non-profit corporation

By: Ken Marshall
Its V.P.

R.C. Gregory

By: Mure G. Lutz
Its

State of Michigan)
County of Emmet) SS.

On this 9th day of September in the year one thousand nine hundred and sixty-four, before me, a notary public, in and for said County, personally appeared N. Fletcher Johnson and Virginia F. Hubbard, to me personally known, who, being by me duly sworn, did each for himself say that they are the Mayor and the Clerk respectively of the City of Petoskey, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council; and that said N. Fletcher Johnson and Virginia F. Hubbard acknowledged said instrument to be the free act and deed of said Municipal Corporation.

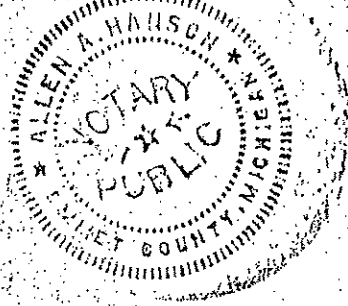
Esteb B. Beatty
Notary Public, Emmet County, Michigan
My commission expires: Mar. 10, 1968

State of Michigan)

County of Emmet)

ss.

On this 15th day of September in the year one thousand nine hundred and sixty-four before me, a notary public, in and for said County, personally appeared Lou Marshall and Merle C. Lutz to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the 1st vice president and the Manager of the Petoskey Chamber of Commerce, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and that they severally acknowledged said instrument to be the free act and deed of said corporation.



Allen A. Hanson

Notary Public, Emmet County, Michigan

My commission expires: 4-28-68

This instrument prepared by: N. W. Stroup, City Attorney,

City Hall, Petoskey, Michigan

LIBER 205 PAGE 359

FIRST AMENDMENT TO LAND USE AGREEMENT

This First Amendment to Land Use Agreement ("First Amendment") is made effective July 31, 2017 ("Effective Date") by and between the **CITY OF PETOSKEY**, a Michigan municipal corporation, whose address is 101 E. Lake Street, Petoskey, MI 49770 ("City") and **PETOSKEY REGIONAL CHAMBER OF COMMERCE**, a Michigan non-profit corporation, whose address is 401 E. Mitchell Street, Petoskey, MI 49770 ("Chamber").

RECITALS

This First Amendment is made with reference to the following facts and circumstances:

- A. The City is a Michigan municipal corporation organized and existing as a Michigan home rule city located in the City of Petoskey, Emmet County, Michigan.
- B. The Chamber is a Michigan non-profit corporation, organized on a membership basis, doing business in the City of Petoskey, Emmet County, Michigan.
- C. The City and the Chamber entered into a certain Land Use Agreement dated September 9, 1964, which was recorded in Liber 205, Pages 356-359 inclusive, Emmet County Records (the "Land Use Agreement").
- D. The City and the Chamber desire to amend the Land Use Agreement as provided herein.
- E. The Chamber, pursuant to the Land Use Agreement, constructed a building at

the Northeast corner of Howard and Mitchell Streets as depicted on the sketch attached hereto and incorporated as **Exhibit A** (the "Site Plan") as the "Current Chamber of Commerce Building."

F. The City, through its City Council, has approved the terms of this First Amendment at a session of the City Council pursuant to resolution duly adopted on June 19, 2017.

G. Likewise, the terms and conditions of this First Amendment were approved by the Chamber, by its Board of Directors, through resolution duly adopted on July 25, 2017

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Paragraph 1 of the Land Use Agreement is hereby amended to add the following at the end of Paragraph 1:

The license granted to the Chamber to construct a building, as defined herein, is limited to that portion of the Northeast corner of Howard and Mitchell Streets depicted on the Site Plan as the "Current Chamber of Commerce Building."

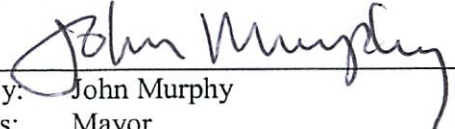
2. Paragraph 2 of the Land Use Agreement is hereby terminated and replaced with the following Paragraph 2:

This license extends only to the land depicted on the Site Plan as the "Current Chamber of Commerce Building." Nothing in this Land Use Agreement shall be construed to include any other portion of City Property. Specifically excluded from this grant of license are the current bathrooms constructed by the City adjacent to the Current Chamber of Commerce Building that is labeled "Restroom Renovation and Expansion" as depicted on the Site Plan.

3. In all other respects, the terms and conditions of the Land Use Agreement shall remain in full force and effect, the terms of which are hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties by resolution duly noted above, approve this
First Amendment as of the Effective Date written above.

CITY OF PETOSKEY


By: John Murphy
Its: Mayor

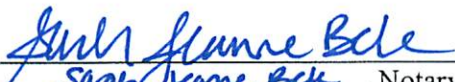
and

CITY OF PETOSKEY


By: Alan Terry
Its: City Clerk


STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 20th day of June, 2017, by
Alan Terry, City Clerk of **CITY OF PETOSKEY**, a Michigan municipal corporation, on behalf
of the said corporation.


Sarah Jeanne Behr, Notary Public
Emmet County, Michigan
Acting in Emmet County, Michigan
My Commission Expires: 03/18/2023

STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 21st day of June, 2017, by
John Murphy, Mayor of **CITY OF PETOSKEY**, a Michigan municipal corporation, on behalf
of the said corporation.


Sarah Jeanne Behr, Notary Public
Emmet County, Michigan
Acting in Emmet County, Michigan
My Commission Expires: 03/18/2023

PETOSKEY REGIONAL CHAMBER OF
COMMERCE

Carlin L. Smith
By: Carlin L. Smith
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this 31st day of ~~June~~ July, 2017, by
Carlin Smith, President of PETOSKEY REGIONAL CHAMBER OF
COMMERCE, a Michigan non-profit corporation, on behalf of the said corporation.

Sarah Jeanne Bek
Sarah Jeanne Bek, Notary Public
Emmet County, Michigan

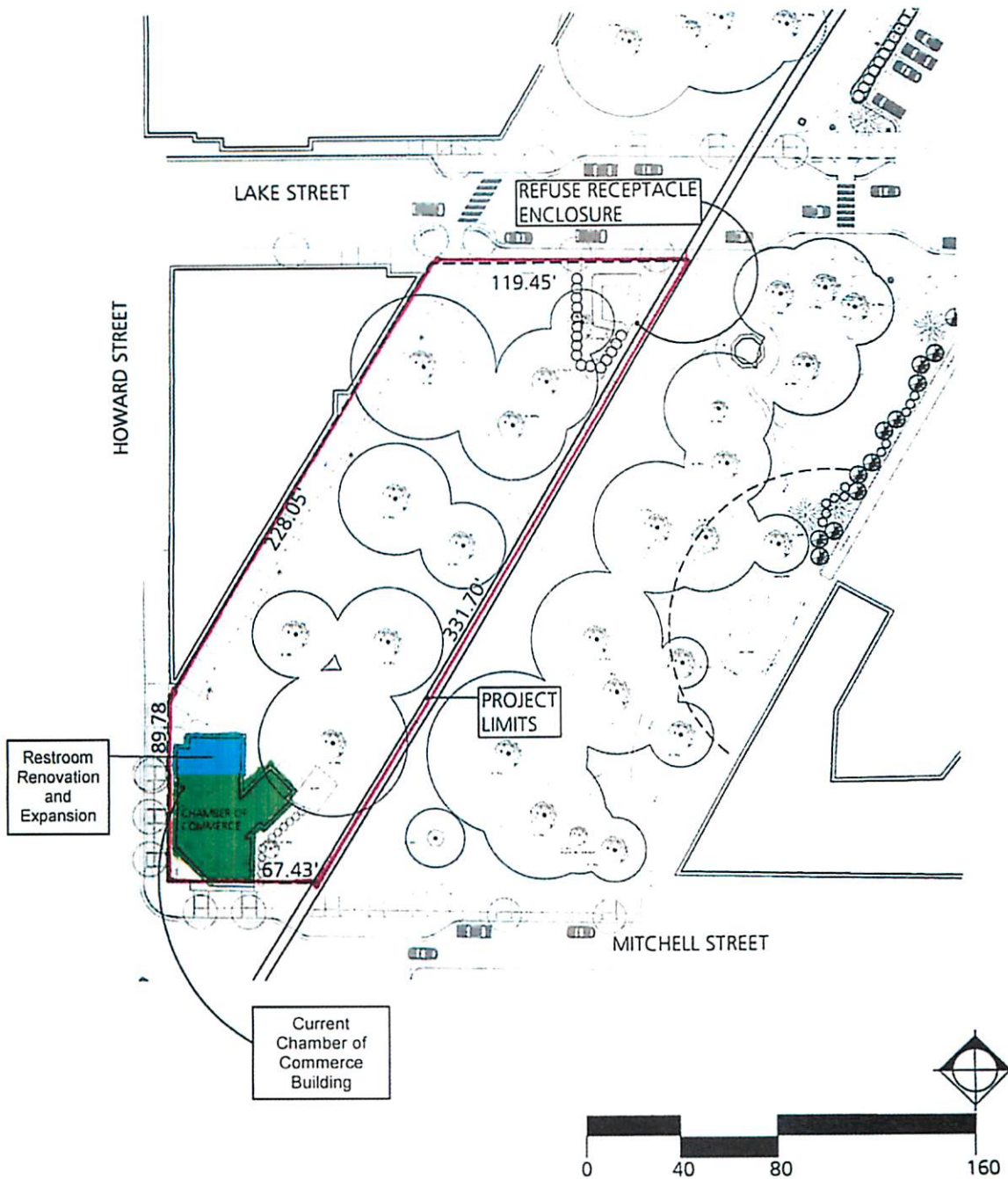
Acting in Emmet County, Michigan

My Commission Expires: 03/18/2023

This instrument prepared without opinion of title or legal description by: James J. Murray Plunkett Cooney 303 Howard Street Petoskey, Michigan 49770	When recorded return to: Grantee	Send Subsequent Tax Bills To: Grantee
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EXHIBIT A
SITE PLAN

Project Limits - Site Development Plan





City of Petoskey

Resolution

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

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

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

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) SS
COUNTY OF EMMET)

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

Alan Terry, City Clerk