



Public notice is hereby given that the City of Petoskey City Council will meet in regular session, 7:00 P.M., June 7, 2021. This meeting will be conducted by electronic means through a resolution of the Emmet County Board of Commissioners that extended the Declaration of a Local State of Emergency through June 30, 2021 as allowed by Section 10 of the Emergency Management Act in an effort to mitigate the spread of COVID-19 and to promote public health, welfare and safety. This meeting is open to the public to participate remotely.

Join Zoom Meeting: <https://us02web.zoom.us/j/85453569560>

Dial by Phone: 888-788-0099 US Toll-free

Meeting ID: Meeting ID: 854 5356 9560

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

According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540).

According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications.

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

CITY COUNCIL

June 7, 2021

1. Call to Order - 7:00 P.M. – Virtual meeting from remote locations
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Presentation – Hear presentation by Ron Marshall regarding Energy Innovation and Carbon Dividend Act and consider adoption of a resolution in support of the Act
5. Consent Agenda – Adoption of a proposed resolution that would confirm approval of the following:
 - (a) May 17, 2021 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since May 17, 2021

6. Miscellaneous Public Comments
7. City Manager Updates
8. Appointments – Consideration of appointment to the TIFA Board
9. Old Business
 - (a) Discussion regarding Housing North proposal for a Petoskey Deed Restriction Program
 - (b) Discussion regarding the City funding a Housing Ready Program Director through the Little Traverse Bay Housing Partnership and Housing North
10. New Business
 - (a) Adoption of a proposed resolution that would approve the 2021-2023 FOPLC Public Safety Officers Contract
 - (b) Adoption of a proposed resolution that would approve the Michigan Municipal Employees' Retirement System (MMERS) Defined Contribution Plan Adoption Agreement for Public Safety Officers
 - (c) Adoption of a proposed resolution that would accept a State of Michigan Waterways Grant Agreement for removal and replacement of fuel storage tanks at the Petoskey Marina
 - (d) Adoption of a proposed resolution that would establish property tax-millage rates for 2021 and that would authorize appropriations of property-tax revenues to various City funds as previously had been approved as part of the City's 2021 Annual Budget
11. Closed Session – Adoption of a proposed resolution that would authorize to recess to a closed session, pursuant to Section 8(d) and 8(h) of the Michigan Open Meetings Act, to consider the purchase of property and consider material exempt from disclosure
12. New Business – Discussion on a request by Petoskey Grand LLC to vacate a portion of the Emmet Street right-of-way
13. City Council Comments
14. Adjournment



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

AGENDA SUBJECT: Resolution in Support of the Energy Innovation and Carbon Dividend Act

RECOMMENDATION: That the City Council adopt the proposed resolution

Background At the May 3, 2021 City Council meeting, Councilmembers directed staff to work with Mr. Ron Marshall in the development of a resolution in support of the Energy Innovation and Carbon Dividend Act H.R. 2307. See enclosed information as well as a resolution for Council's consideration.

Action Motion to adopt the enclosed proposed resolution urging the United States Congress to Enact the Energy Innovation and Carbon Dividend Act of 2021.

rs
Enclosures



Resolution No. _____

**Resolution urging the United States Congress to enact the
Energy Innovation and Carbon Dividend Act of 2021 (H.R.2307)**

WHEREAS, an Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming of 1.5°C above pre-industrial levels in October 2018 warning that global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate; and

WHEREAS, the United Nations climate science body said in a monumental climate report that we have only until 2030 to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels; and

WHEREAS, the United States government released its Fourth Annual Climate Assessment in November 2018 reporting that the impacts of climate change are already being felt in communities across the country, and that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities; and

WHEREAS, conservative estimates by the world's climate scientists state that, to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80-95% below 1990 levels by 2050; and

WHEREAS, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

WHEREAS, the Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming of 1.5°C above pre-industrial levels in October 2018 stating that explicit carbon prices remain a necessary condition of ambitious climate policies; and

WHEREAS, to begin to correct this market failure, Congress can enact the Energy Innovation and Carbon Dividend Act of 2021 (H.R.2307) to assess a national carbon fee on fossil fuels based on the amount of CO₂ the fuel will emit when burned and allocate the collected proceeds to all U.S. households in equal per capita shares in the form of a monthly dividend; and

WHEREAS, for efficient administration, the fossil fuels fee can be applied once, as far upstream in the economy as practical, or at the port of entry into the United States; and

WHEREAS, as stated in the Energy Innovation and Carbon Dividend Act of 2021 (H.R. 2307), a national revenue neutral carbon fee starting at a relatively low rate of \$15 per ton of CO₂ equivalent emissions and resulting in equal charges per ton of CO₂ equivalent emissions potential in each type of fuel or greenhouse gas should be assessed to begin to lower what are now dangerously high CO₂ emissions. The yearly increase in carbon fees, including other greenhouse gases, shall be at least \$10 per ton of CO₂ equivalent each year, with the provision that the annual increase will be \$15 per ton of CO₂ equivalent if statutory goals are not met; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2021 (H.R.2307) specifies that, in order to protect low and middle income citizens from the economic impact of rising prices due to the carbon fee, equal monthly per person dividend payments shall be made to all American households (one-half payment per child under 19 years old) each month from the fossil fuel fees collected. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2021 (H.R.2307) encourages market-driven innovation of clean energy technologies and market efficiencies which will reduce harmful pollution and leave a healthier, more stable, and more prosperous nation for future generations; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2021 (H.R.2307) will lead to a decrease in America's CO2 emissions of 30 percent in five years relative to a 2005 baseline, based on the Columbia University report, and will preserve national employment; and

WHEREAS, border adjustments - carbon content-based levies on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid - can maintain the competitiveness of U.S. businesses in global markets; and

WHEREAS, a national carbon fee can be implemented quickly and efficiently and will respond to the urgency of the climate crisis because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee, and already collects fees from fossil fuel producers and importers; and

WHEREAS, a national revenue neutral carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st century and would provide incentive to other countries to enact similar carbon fees, reducing global CO2 emissions without the need for complex international agreements:

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey, Michigan, urges the United States Congress to enact without delay the **Energy Innovation and Carbon Dividend Act of 2021 (H.R.2307)**; and

BE IT FURTHER RESOLVED, that the City Manager or City Clerk, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, to each U.S. Senator and Representative from the State of Michigan in the Congress of the United States, and to nearby city and county governments urging that they pass similar resolutions.

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

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City Council of the City of Petoskey on the ____ day of June, 2021, and of the whole thereof.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of said City of Petoskey this ____ day of June, 2021.

Alan Terry, City Clerk

I am a member of Citizens Climate Lobby (CCL) asking for your support of our Energy Innovation and Carbon Dividend Act H.R. 2307. CCL has groups in over 90 percent of our congressional districts throughout the United States, promoting a bipartisan approach to climate change.

There are many tools, from regulation and mandates to market policies, for solving the carbon pollution problem. Our preferred tool is the Energy Innovation and Carbon Dividend Act,) which places a steadily rising fee on carbon pollution and returns that money to local economies as a monthly dividend. Admittedly just reintroduced in the House of Representatives as H.R. 2307, is no magic bullet, but a price on carbon has been heralded by economists and climate scientists alike as an integral component for cost effective climate policy. And the monthly Dividend puts money in the pockets of citizens to offset rising energy costs and stimulate local innovation. This market-based approach has widespread support including the late George Schultz and Charles Krauthammer putting a price on carbon to cover the social cost of burning fossil fuels. The National Chamber of Commerce and American Petroleum Institute also endorse putting a price on carbon

After ignoring climate warnings for over 30 years, we now need to attain zero net carbon emissions by 2050. We are emitting 51 billion tons of carbon emissions each year. Every year that we emit more emissions; we are contributing to higher global temperatures. It like filling a bath tub, no matter how little we add to the tub it still fills up.

We do have the solution to our warming planet that creates jobs, promotes clean and efficient energy and lowers premature deaths. It is a market approach that uses price to influence industries to self-regulate, encourages households to reduce their carbon foot print and increases investment in green energy. Since fees collected are returned to households by an existing government agency, there is no expansion of government. Since the fees are distributed equally regardless of income, the most vulnerable are protected.

Putting a price on carbon can be done quite quickly for example, British Columbia enacted a price on carbon in five months. By enacting a fee for carbon emissions at the point of entry significantly reduces the staff needed to collect the fees resulting in minimal costs and the market will do the rest.

Dividends will be easily distributed, since 90 percent of fees collected can be sent electronically. This bill will bring income and jobs to our community as well as relying on clean energy promotes cleaner air which protects those with respiratory illnesses.

We have a solution all we need are breakthrough in technology to take us to net zero emissions by 2050.

Your support will help make this happen and bring jobs to our community as well as income to every households and protect our fellow residents with respiratory illnesses.

Energy Innovation AND Carbon Dividend Act

AMERICA'S CLIMATE SOLUTION

H.R. 2307

A carbon price is the single most powerful tool available to reduce America's carbon pollution. The Energy Innovation Act puts a fee on carbon pollution, creating a level playing field for clean energy. The money collected from fossil fuel companies goes to Americans in the form of a monthly 'carbon cash back' payment so that everyone can afford the transition.



Net Zero by 2050

This policy will reduce America's carbon pollution by 30% in the first 5 years alone, and is the single most powerful tool we have to get us to net zero by 2050.



Affordable Clean Energy

With this policy, the government makes fossil fuels more expensive, and businesses compete to provide clean energy solutions. The resulting innovation will reduce our pollution fast and efficiently, leading to plenty of reliable and affordable clean energy for our modern lives.



Saves Lives

This policy will improve health and save 4.5 million American lives over the next 50 years by reducing pollution Americans breathe. Poor air quality is responsible for the deaths of as many as 1 in 10 Americans today, and sickens thousands more.



Puts Money In Your Pocket

This policy is affordable for ordinary Americans because it puts money in your pocket. The money collected from the fee is given as a monthly dividend, or 'carbon cash back' payment to every American to spend with no restrictions. Most low and middle income Americans will come out financially ahead or break even.

Sources for statistics available at: energyinnovationact.org/data-sources

How it Works

- 1 Carbon Fee**
This policy puts a fee on fossil fuels like coal, oil, and gas. It starts low, and grows over time.
- 2 Carbon Dividend**
The money collected from the carbon fee is allocated in equal shares every month to the American people to spend as they see fit.
- 3 Border Carbon Adjustment**
To protect U.S. manufacturers and jobs, imported goods will pay a border carbon adjustment, and goods exported from the United States will receive a refund under this policy.

See Sponsors List & Learn More

Go to energyinnovationact.org to learn more about the Energy Innovation & Carbon Dividend Act.

Support the Bill

Go to cclusa.org/energy-innovation-act to contact your Congressional Representative.

Energy Innovation AND Carbon Dividend Act

AMERICA'S CLIMATE SOLUTION

H.R. 2307

Drives down America's carbon pollution to net zero by 2050.

NET ZERO
BY 2050



AFFORDABLE
CLEAN ENERGY



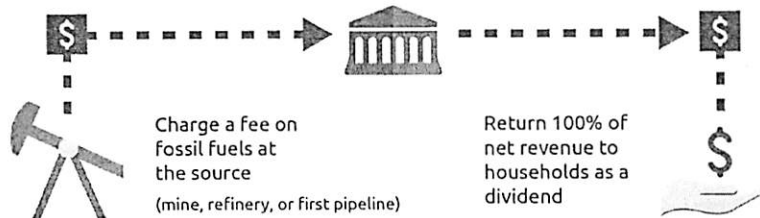
SAVES
LIVES



PUTS MONEY IN
YOUR POCKET



Scientists, economists, and business leaders agree



This benefits people, the economy, and the environment

FAMILIES GET PAID

TODAY

\$0

paid to households
in carbon dividends



THE FUTURE

\$2,974

annual dividend for a family
of 4 in year 10



95%

of low and middle
wealth Americans will
come out ahead or
essentially break even

The money goes back to households
as a monthly carbon dividend.

You choose how to spend it.

JOBS ARE CREATED

TODAY

\$800 billion

in annual costs from
environmental and health
harms of fossil fuels

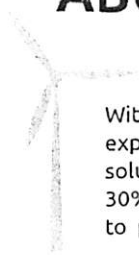
THE FUTURE

Clean energy jobs
created in local
communities





ABUNDANT, AFFORDABLE CLEAN ENERGY



With this policy, the government makes fossil fuels more expensive, and businesses compete to provide clean energy solutions. The resulting innovation will reduce our pollution by 30% in the first 5 years, and bring us to net zero by 2050, thanks to plenty of reliable and affordable clean energy.

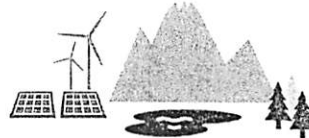
A HEALTHIER ENVIRONMENT

TODAY

350,000 lives lost
each year due to air pollution

THE FUTURE

4.5m lives saved
over the next 50 years
thanks to clean air



net ZERO
by 2050

A carbon fee and dividend
will create cleaner air and
a stable climate for you
and your family.

Sources for statistics available at: <https://energyinnovationact.org/data-sources>

Learn More: energyinnovationact.org



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

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 May 17, 2021 regular session City Council meeting; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since May 3, 2021 for contract and vendor claims at \$594,813.23, intergovernmental claims at \$402.37, and the May 27 payroll at \$212,335.85 for a total of \$807,551.45.

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Enclosures



CITY COUNCIL

May 17, 2021

A regular meeting of the City of Petoskey City Council was held from virtual locations on Monday, May 17, 2021. 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, Petoskey, Emmet County, MI
Kate Marshall, City Councilmember, Petoskey, Emmet County, MI
Derek Shiels, City Councilmember, Harbor Springs, Emmet County, MI
Brian Wagner, City Councilmember, Petoskey, Emmet County, MI
Lindsey Walker, City Councilmember, Petoskey, Emmet County, MI

Absent: None

Also in attendance were City Manager Rob Straebel, Clerk-Treasurer Alan Terry, City Planner Amy Tweeten, Public Works Director Michael Robbins, Parks and Recreation Director Kendall Klingelsmith and Executive Assistant Sarah Bek.

Hear Circular Economy Presentation

Andi Shepherd-Tolzdorf, Emmet County DPW/Recycling Director, gave a brief presentation concerning circular economy as requested by City Council; reviewed that circular economy involves principles including reduce, reuse, recycle, keeping products and materials in use and regenerate natural systems; that Emmet County Recycling is the connection between the consumer and the manufacturer in the circular economy; reviewed area examples of recycling, backyard compost workshops, residential food scrap recycling and that compost is used in City projects; reviewed potential programs beyond recycling; that Nextcycle information is forthcoming; and that education is a huge part of recycling and circular economy.

City Council members commented on various zero waste events that occur throughout Northern Michigan; inquired on the Breaking Free from Plastics Bill; if there is a food scrap collection program for private businesses; and reviewed that Nextcycle is very new and information would be forthcoming.

Hear Arbor Day Proclamation

Mayor Murphy read the following proclamation:

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal:

NOW, THEREFORE, I, John Murphy, Mayor of the City of Petoskey, do hereby proclaim May 17, 2021 as Arbor Day in the City of Petoskey. I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Consent Agenda - Resolution No. 19529

Following introduction of the consent agenda for this meeting of May 17, 2021, City Councilmember Marshall moved that, seconded by City Councilmember Walker adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the May 3, 2021 regular session and May 11, 2021 special joint session City Council meetings 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 May 3, 2021 for contract and vendor claims at \$537,803.33, intergovernmental claims at \$0, and the April 29 and May 13 payrolls at \$415,933.82, for a total of \$953,737.15 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and there were no comments.

Hear City Manager Updates

The City Manager reported that the Planning Commission is discussing eliminating housing density restrictions in business and industrial districts for new construction, but wanted to wait to have clearer expectations in multiple family districts; that Commissioners did not reach any consensus on parking requirement changes, but are open to adjusting height limits to ensure buildings can meet current user expectations and are considering allowing the rear of storefronts and basements facing alleys be used for residential purposes, but asked for input from the DMB; that staff will be issuing a Request for Proposals to complete a capital needs assessment for City parks, trails and special facilities per the City's Action Plan; that at the May 10 Emmet County Board meeting, Commissioners voted 7-0 to participate in funding 1/3 of the costs for schematic drawings on the Little Traverse Wheelway West Connector segment; that the City and union representatives are finalizing language on the Public Safety Officer's collective bargaining agreement which will be ready for Council consideration at the June 7 meeting; that the City Attorney is reviewing a draft short-term deed restriction donation agreement for Council's consideration for a future meeting; and reviewed that the current Emmet County Emergency Order allowing for continuation of virtual meetings expires on June 30, 2021, reviewed current regulations and options on how the setup would look if a hybrid meeting was conducted and asked Council how they would like to proceed with meetings through the end of June.

City Councilmembers concurred to continue virtual meetings through June 30, 2021 with the first in-person meeting on July 19; commented on deed restrictions and donations by property owner and the value of placing restrictions on deed and that Planning Commission should review all of these types of programs; inquired why the Planning Commission hadn't reviewed issues to help with housing matters until now; and heard from those in favor of seeing the Planning Commission move these initiatives forward.

Approve Board and Commission Appointments – Resolution No. 19530-19540

Mayor Murphy reviewed that City Council consider the following appointments.

Resolution No. 19530

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

BE IT RESOLVED that the City Council does and hereby approves the reappointment of Joseph Nachtrab, 1211 Aspen Way, to the Board of Review for a three-year term ending April 2024.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19531

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

BE IT RESOLVED that the City Council does and hereby approves the appointment of Joe Keedy, 504 Liberty Street, to the Downtown Management Board to fill a vacated term ending December 2024.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19532

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

BE IT RESOLVED that the City Council does and hereby approves the appointment of Lynn Duse, 925 Waukazoo Avenue, to the Greenwood Cemetery Board to fill a vacated term ending May 2023.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19533

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

BE IT RESOLVED that the City Council does and hereby approves the reappointment of Amy Tweenen, 814 Jennings Avenue, to the Greenwood Cemetery Board for a five-year term ending May 2026.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19534

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

BE IT RESOLVED that the City Council does and hereby approves the appointment of Cody Wilcox, 1200 Willis Avenue, to the Parks and Recreation Commission for a two-year term ending January 2023.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19535

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

BE IT RESOLVED that the City Council does and hereby approves the appointment of Charles Willmott, 1128 Valley View, to the Planning Commission to fill a vacated term ending August 2021.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19536

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

BE IT RESOLVED that the City Council does and hereby approves the reappointment of Gary Hunter, 616 Lockwood Avenue, to the TIFA Board for a four-year term ending April 2025.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19537

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

BE IT RESOLVED that the City Council does and hereby approves the reappointment of George Robson, 606 Grove Street, to the TIFA Board for a four-year term ending April 2025.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19538

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

BE IT RESOLVED that the City Council does and hereby approves the reappointment of Clark Smith, 710 Michigan Street, to the TIFA Board for a four-year term ending April 2025.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19539

City Councilmember Shiels 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 Mary Clinton, 1004 Howard Street, to the Zoning Board of Appeals for a three-year term ending April 2024.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Resolution No. 19540

City Councilmember Walker 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 Jim Knibbs, 616 Bay Street, to the Zoning Board of Appeals for a three-year term ending April 2024.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Approve 2021 City Action Plan – Resolution No. 19541

The City Manager reviewed that at the March 9 special meeting and April 19 regular Council meeting, staff and City Council discussed an update to the 2020 Action Plan and that the final draft Action Plan was on the City's website soliciting comments since April 20 and to date, there had been no public comments submitted.

City Councilmembers asked for clarification on Goal 6, Strategy 2, third bullet point, regarding promoting the establishment of a regional housing authority. The City Manager responded that this could be accomplished by working with local government agencies and possibly looking at a regional housing authority which many rural areas use instead of staff.

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

WHEREAS, on March 9, 2021, the City Council met with the City Manager and Department Heads to discuss important issues facing the City of Petoskey; and

WHEREAS, as part of this discussion, the City Council, City Manager and Department Heads developed a draft Action Plan that listed seven near-term goals for the City of Petoskey; and

WHEREAS, at their April 19, 2021 Council meeting, the City Council discussed the draft Action Plan and directed City staff to seek public comment; and

WHEREAS, the City of Petoskey solicited public comment on the draft Action Plan through the City's website for approximately three weeks; and

WHEREAS, any comments on the draft Action Plan were considered by City Council at the May 17, 2021 meeting:

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the 2021 Action Plan for the City of Petoskey.

Said motion was adopted by the following vote:

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

NAYS: None (0)

Discuss Funding a Housing Ready Program Director

The City Manager reviewed that the Little Traverse Bay Housing Partnership and Housing North are seeking funding from five local governments including the City of Petoskey, Emmet County, Resort Township, Bear Creek Township, West Traverse Township and Little Traverse Township for a full-time Program Director position; that a draft proposal was included for Council review; that the City of Harbor Springs approved funding for three years and both the Petoskey/Harbor Springs Area Community Foundation and Frey Foundation each committed \$25,000 per year to assist in funding the full-time position; reviewed finance and project support duties and leadership and representation; that funding of a Program Director would be consistent with Goal Six of the Action Plan to promote affordable/workforce housing within the community; and that if there is general support staff would work with the Little Traverse Bay Housing Partnership and Housing North in the development of a contract for the three-year funding commitment.

City Councilmembers inquired if there was an issue with the City funding a position for a nonprofit organization; heard from those concerned with donating to a nonprofit without authority to get things done; heard from those in favor of having Emmet County Commissioners lead this initiative with appointments from local governments; that the Emmet County Housing Commission isn't functioning and this is an opportunity for an organization to take this matter on now; and heard from those in favor of having the two organizations focused on one common issue.

Carlin Smith and Scott Smith, representatives from the Little Traverse Bay Housing Partnership, reviewed that the contract would be with Housing North; that it is not a donation, but rather a partnership in which the City would have a voice on matters; that unfortunately there is no time to wait for Emmet County to lead this issue; that a dedicated staff member is needed for this position not a volunteer; and that the County program is funded by CDBG which has gone away.

City Councilmembers concurred to have staff work with the Little Traverse Bay Housing Partnership and Housing North to develop a proposed contract for future discussion at a Council meeting.

Authorize Contract for Greenwood Cemetery Road Reconstruct Project – Resolution No. 19542

The City Manager reviewed that the City's 2021 Annual Budget and Capital Improvements Project included \$1,200,000 within the Local Streets, General Streets and Water and Sewer Funds for the reconstruction of Greenwood Cemetery Road between US-31 and West Sheridan Street; that the Little Traverse Bay Band of Odawa Indians (LTBB) will be participating financially in this project by providing \$350,000 in grant monies through the Federal Bureau of Indian Affairs (BIA) which will be used for street reconstruction upgrades only, utility and sidewalk improvements are not eligible for this funding; that in order to receive funding from the BIA, an agreement must be entered into between the City and LTBB; that street layout along with water and sewer utility installations were designed by Benchmark Engineering, Inc., Harbor Springs; and bid packets were made available on March 12 and three bids were received and opened publically on April 14, 2021.

City Councilmembers inquired on how the bid process works.

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

WHEREAS, the City owns and maintains roads within the City limits, including Greenwood Cemetery Road; and

WHEREAS, Greenwood Cemetery Road between Highway US-31 and West Sheridan Street is in need of improvements including utility upgrades and street reconstruction; and

WHEREAS, the Little Traverse Bay Band of Odawa Indians (LTBB) will provide \$350,000 in grant monies through the Federal Bureau of Indian Affairs (BIA) to be used for street reconstruction upgrades only, utility and sidewalk improvements are not eligible for this funding; and

WHEREAS, in order for the City to receive funding from the BIA, an agreement must be entered into between the City and the local tribe, LTBB, which the City Attorney and City staff have reviewed the agreement; and

WHEREAS, utility improvements associated with the street reconstruct are focused mainly around an aging transmission main that was installed over 60 years ago and is a continuation of water main replacements that started in 2015 with the Michigan Department of Transportation's improvements to Charlevoix Avenue, the 2017 Jackson Street Extension Project with McLaren Northern Michigan and the 2018 West Lake Street improvements project; and

WHEREAS, City staff recommended that City Council accept the low bid from MDC Contracting, LLC, Charlevoix, to perform the Greenwood Cemetery Road reconstruct project in the amount of \$1,007,055.10:

NOW THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council does hereby authorize contracting with MDC Contracting, LLC, Charlevoix, in the amount of \$1,007,055.10, for the reconstruction of Greenwood Cemetery Road between Highway US-31 and West Sheridan Street; and

BE IT FURTHER RESOLVED, that the City of Petoskey City Council does hereby authorize the Mayor and City Clerk to sign all legal documents as reviewed by the City Attorney and approved by the City Manager, to enter into an agreement with the Little Traverse Bay Band of Odawa Indians to receive funding through the Bureau of Indian Affairs for the reconstruction of Greenwood Cemetery Road.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Accept Grant for HVAC Unit at City Hall – Resolution No. 19543

The City Manager reviewed that the Michigan Department of Environment, Great Lakes and Energy (EGLE) offered a grant opportunity through their Community Energy Management Program for projects focusing on energy efficiency; that the City applied for the maximum funding of \$15,000 to assist with the replacement of one 30-year-old HVAC unit and two condenser units on City Hall; and that total estimated costs for the project is \$36,000.

City Councilmember Walker moved that, seconded by City Councilmember Marshall to accept the Community Energy Management Program Grant Agreement as written for the replacement of a 30-year-old HVAC unit and two condenser units on City Hall.

Said motion was adopted by the following vote:

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

NAYS: None (0)

Oppose Amendments to Zoning Enabling Act Regulating Short-term Rentals – Resolution No. 19544

The City Manager reviewed that City Council adopted a resolution opposing two bills in 2017 that would amend the Zoning Enabling Act to prohibit local communities from regulating short-term residential rentals; that those bills didn't make it out of committee, but the legislature has taken up the issue again; that House Bill 4722 mandates that all short-term rentals are a by-right residential use of property, permitted in all residential zoning districts, so they cannot be subject to a special condition use or inspections unless all residential properties – owner occupied and rental, are so inspected; that the City Council began regulating vacation rentals in the City in May 2014, due to increased use of properties in neighborhoods; and that the Michigan Association of Planning urged communities to contact their legislators in opposition to this bill.

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

WHEREAS, the City of Petoskey is a resort and tourism based economy that provides a range of lodging options for visitors; and

WHEREAS, the City of Petoskey works to protect and enhance its residential neighborhoods while balancing the needs and wants of visitors; and

WHEREAS, the City Council adopted an ordinance regulating short-term rentals in 2014 to protect the interests and quality of life for residents and businesses; and

WHEREAS, the City of Petoskey believes that local governments are best positioned to know the unique needs of a community and determine the delicate balance between residential and commercial uses, and between residents and investment property owners; and

WHEREAS, House Bill 4722 would eliminate the ability of local governments to regulate short-term rentals in residential neighborhoods:

NOW THEREFORE BE IT RESOLVED, the Petoskey City Council opposes House Bill 4722 and urges its representatives to do the same to protect our local communities.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Council Comments

Mayor Murphy commented that he received an email from a Recovery Alliance asking him to give a letter of support for funding from the Petoskey Harbor Springs Community Foundation and he feels it is important to address those going through recovery and there was no opposition. City Councilmember Wagner commented that he showed up late to the Recovery Alliance event and heard positive feedback on the Mayor's message to the audience. City Councilmember Shiels shared a reminder from Strong Towns organization with tourist season upon everyone that, great places to visit are places that focus on making that place great for the people that live there now. City Councilmember Marshall inquired on the boulders being placed around Arrowhead Shores and who was doing the work and if it was on private property. The City Manager responded that it was a private initiative and all permits were in place.

There being no further business to come before the City Council, this May 17, 2021, meeting of the City Council adjourned at 9:30 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
05/21	05/19/2021	93066	5H Irrigation & Maintenance	203-467-802.000	487.50
05/21	05/19/2021	93066	5H Irrigation & Maintenance	204-470-802.000	5,600.00
05/21	05/19/2021	93067	Alanson Sheet Metal Inc.	101-773-775.000	325.00
05/21	05/19/2021	93068	Amazon Capital Services	582-593-785.000	844.93
05/21	05/19/2021	93068	Amazon Capital Services	101-268-930.000	479.96
05/21	05/19/2021	93068	Amazon Capital Services	101-268-930.000	119.99-
05/21	05/19/2021	93068	Amazon Capital Services	101-268-930.000	119.99-
05/21	05/19/2021	93068	Amazon Capital Services	101-345-775.000	15.63
05/21	05/19/2021	93068	Amazon Capital Services	101-770-751.000	84.98
05/21	05/19/2021	93068	Amazon Capital Services	101-268-930.000	119.99-
05/21	05/19/2021	93068	Amazon Capital Services	582-593-785.000	774.94
05/21	05/19/2021	93068	Amazon Capital Services	101-268-930.000	41.65
05/21	05/19/2021	93068	Amazon Capital Services	101-268-930.000	119.99-
05/21	05/19/2021	93069	American Waste	592-551-806.000	336.38
05/21	05/19/2021	93069	American Waste	582-586-802.000	264.25
05/21	05/19/2021	93069	American Waste	582-593-775.000	264.25
05/21	05/19/2021	93070	AT & T MOBILITY	514-587-920.000	395.43
05/21	05/19/2021	93071	AT&T Long Distance	101-345-850.000	52.42
05/21	05/19/2021	93072	Axon Enterprises Inc.	101-345-985.000	1,674.00
05/21	05/19/2021	93073	Blue Care Network	101-172-724.000	375.28
05/21	05/19/2021	93073	Blue Care Network	101-201-724.000	2,777.08
05/21	05/19/2021	93073	Blue Care Network	101-208-724.000	450.34
05/21	05/19/2021	93073	Blue Care Network	101-215-724.000	375.28
05/21	05/19/2021	93073	Blue Care Network	101-265-724.000	517.89
05/21	05/19/2021	93073	Blue Care Network	101-268-724.000	1,114.59
05/21	05/19/2021	93073	Blue Care Network	592-560-724.000	1,125.84
05/21	05/19/2021	93073	Blue Care Network	101-773-724.000	382.79
05/21	05/19/2021	93073	Blue Care Network	101-789-724.000	780.59
05/21	05/19/2021	93073	Blue Care Network	271-790-724.000	4,428.32
05/21	05/19/2021	93073	Blue Care Network	514-587-724.000	375.28
05/21	05/19/2021	93073	Blue Care Network	582-588-724.000	3,527.64
05/21	05/19/2021	93073	Blue Care Network	592-549-724.000	1,576.18
05/21	05/19/2021	93073	Blue Care Network	101-345-724.000	11,258.39
05/21	05/19/2021	93073	Blue Care Network	101-400-724.000	555.42
05/21	05/19/2021	93073	Blue Care Network	101-441-724.000	1,486.11
05/21	05/19/2021	93073	Blue Care Network	101-754-724.000	506.63
05/21	05/19/2021	93073	Blue Care Network	101-756-724.000	1,298.47
05/21	05/19/2021	93073	Blue Care Network	101-770-724.000	2,439.32
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	101-172-724.000	948.17
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	101-208-724.000	197.54
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	101-345-724.000	6,637.21
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	101-441-724.000	1,185.22
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	204-481-724.000	2,923.53
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	271-790-724.000	395.07
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	514-587-724.000	790.14
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	582-588-724.000	351.44
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	592-549-724.000	4,345.80
05/21	05/19/2021	93074	BLUE CROSS\BLUE SHIELD - MICH.	592-560-702.000	197.54
05/21	05/19/2021	93075	Carlson, Benjamin	101-345-751.000	10.00
05/21	05/19/2021	93076	Charlevoix-Emmet ISD	703-040-234.220	4.92
05/21	05/19/2021	93076	Charlevoix-Emmet ISD	703-040-233.000	.02
05/21	05/19/2021	93077	Complete Paint & Supplies	582-593-930.000	27.98
05/21	05/19/2021	93077	Complete Paint & Supplies	101-789-775.000	47.25
05/21	05/19/2021	93077	Complete Paint & Supplies	101-789-775.000	47.47
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	60.18
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	107.62

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	62.85
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	559.77
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	66.67
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	90.03
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	471.37
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	207.43
05/21	05/19/2021	93078	Consumers Energy	202-475-920.000	97.14
05/21	05/19/2021	93078	Consumers Energy	592-558-920.000	154.04
05/21	05/19/2021	93078	Consumers Energy	592-538-920.000	3,043.40
05/21	05/19/2021	93079	David L Hoffman Landscaping & Nursery	582-020-360.000	2,026.00
05/21	05/19/2021	93079	David L Hoffman Landscaping & Nursery	592-025-343.000	1,033.00
05/21	05/19/2021	93079	David L Hoffman Landscaping & Nursery	204-470-802.000	255.75
05/21	05/19/2021	93079	David L Hoffman Landscaping & Nursery	101-770-802.100	585.00
05/21	05/19/2021	93080	Dell Marketing L.P.	101-345-751.000	20.49
05/21	05/19/2021	93081	Delta Dental	101-172-724.000	49.97
05/21	05/19/2021	93081	Delta Dental	101-201-724.000	134.87
05/21	05/19/2021	93081	Delta Dental	101-208-724.000	25.88
05/21	05/19/2021	93081	Delta Dental	101-215-724.000	17.66
05/21	05/19/2021	93081	Delta Dental	101-265-724.000	23.81
05/21	05/19/2021	93081	Delta Dental	101-268-724.000	47.86
05/21	05/19/2021	93081	Delta Dental	592-549-724.000	318.17
05/21	05/19/2021	93081	Delta Dental	592-560-724.000	65.29
05/21	05/19/2021	93081	Delta Dental	701-000-230.110	1,307.82
05/21	05/19/2021	93081	Delta Dental	101-773-724.000	16.00
05/21	05/19/2021	93081	Delta Dental	101-789-724.000	32.03
05/21	05/19/2021	93081	Delta Dental	204-481-724.000	131.51
05/21	05/19/2021	93081	Delta Dental	271-790-724.000	218.97
05/21	05/19/2021	93081	Delta Dental	514-587-724.000	54.76
05/21	05/19/2021	93081	Delta Dental	582-588-724.000	192.22
05/21	05/19/2021	93081	Delta Dental	101-345-724.000	851.84
05/21	05/19/2021	93081	Delta Dental	101-400-724.000	26.57
05/21	05/19/2021	93081	Delta Dental	101-441-724.000	125.41
05/21	05/19/2021	93081	Delta Dental	101-754-724.000	24.88
05/21	05/19/2021	93081	Delta Dental	101-756-724.000	63.80
05/21	05/19/2021	93081	Delta Dental	101-770-724.000	122.90
05/21	05/19/2021	93082	Derrer Oil Co.	661-598-759.000	1,762.55
05/21	05/19/2021	93083	Drost Landscape	101-754-775.000	514.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	203-451-802.000	2,897.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	204-444-802.000	3,919.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	592-025-343.000	10,224.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	203-469-802.000	1,260.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	592-025-343.000	2,429.98
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	592-545-802.000	2,430.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	592-025-343.000	13,272.35
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	101-773-802.000	315.00
05/21	05/19/2021	93084	Dunkel Excavating Services Inc.	247-751-802.000	6,302.50
05/21	05/19/2021	93085	Dunn's Business Solutions	101-172-751.000	9.84
05/21	05/19/2021	93085	Dunn's Business Solutions	101-201-751.000	9.84
05/21	05/19/2021	93085	Dunn's Business Solutions	101-208-751.000	6.89
05/21	05/19/2021	93085	Dunn's Business Solutions	101-257-751.000	4.92
05/21	05/19/2021	93085	Dunn's Business Solutions	101-215-751.000	5.90
05/21	05/19/2021	93085	Dunn's Business Solutions	101-345-751.000	25.58
05/21	05/19/2021	93085	Dunn's Business Solutions	101-400-751.000	4.92
05/21	05/19/2021	93085	Dunn's Business Solutions	101-441-751.000	14.76
05/21	05/19/2021	93085	Dunn's Business Solutions	101-770-751.000	2.95
05/21	05/19/2021	93085	Dunn's Business Solutions	101-773-775.000	.98

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
05/21	05/19/2021	93085	Dunn's Business Solutions	101-756-751.000	9.84
05/21	05/19/2021	93085	Dunn's Business Solutions	101-789-751.000	1.95
05/21	05/19/2021	93086	Emmet County Treasurer	703-040-222.220	124.22
05/21	05/19/2021	93086	Emmet County Treasurer	703-040-228.220	144.60
05/21	05/19/2021	93086	Emmet County Treasurer	703-040-222.220	.60
05/21	05/19/2021	93086	Emmet County Treasurer	703-040-222.220	.83
05/21	05/19/2021	93086	Emmet County Treasurer	703-040-233.000	8.69
05/21	05/19/2021	93086	Emmet County Treasurer	703-040-233.000	10.12
05/21	05/19/2021	93087	Emmet Plumbing & Heating Inc.	101-789-802.000	1,010.47
05/21	05/19/2021	93087	Emmet Plumbing & Heating Inc.	101-789-802.000	571.72
05/21	05/19/2021	93088	Englebrecht, Robert	101-257-802.100	3,750.00
05/21	05/19/2021	93089	Factor Systems LLC	101-208-803.000	3,634.92
05/21	05/19/2021	93090	Flynn's Trenching Service	101-770-775.000	240.00
05/21	05/19/2021	93091	Gibby's Garage	101-789-802.000	102.00
05/21	05/19/2021	93091	Gibby's Garage	582-593-930.000	204.00
05/21	05/19/2021	93091	Gibby's Garage	661-598-931.000	816.00
05/21	05/19/2021	93091	Gibby's Garage	661-598-932.000	646.00
05/21	05/19/2021	93091	Gibby's Garage	514-587-802.000	68.00
05/21	05/19/2021	93091	Gibby's Garage	582-593-930.000	272.00
05/21	05/19/2021	93091	Gibby's Garage	661-598-931.000	136.00
05/21	05/19/2021	93091	Gibby's Garage	661-598-932.000	442.00
05/21	05/19/2021	93092	Gordon Food Service	592-560-751.000	60.93
05/21	05/19/2021	93093	Grand Traverse Mobile Communications	661-598-932.000	362.50
05/21	05/19/2021	93093	Grand Traverse Mobile Communications	101-345-931.000	188.75
05/21	05/19/2021	93093	Grand Traverse Mobile Communications	101-345-931.000	63.75
05/21	05/19/2021	93094	Great Lakes Energy	592-538-920.000	70.79
05/21	05/19/2021	93094	Great Lakes Energy	101-345-920.100	340.40
05/21	05/19/2021	93094	Great Lakes Energy	592-558-920.000	102.39
05/21	05/19/2021	93094	Great Lakes Energy	592-538-920.000	216.62
05/21	05/19/2021	93094	Great Lakes Energy	592-558-920.000	91.93
05/21	05/19/2021	93095	GREENWOOD CEMETERY BOARD	703-040-238.220	.75
05/21	05/19/2021	93096	GRP Engineering Inc.	582-588-802.000	4,731.60
05/21	05/19/2021	93096	GRP Engineering Inc.	582-588-802.000	1,722.50
05/21	05/19/2021	93096	GRP Engineering Inc.	582-588-802.000	14,592.50
05/21	05/19/2021	93096	GRP Engineering Inc.	582-588-802.000	1,100.00
05/21	05/19/2021	93097	Gruher's Farm Supply Inc.	101-770-775.000	19.99
05/21	05/19/2021	93098	Haviland Products Company	592-551-783.000	3,648.12
05/21	05/19/2021	93098	Haviland Products Company	592-540-783.000	2,057.94
05/21	05/19/2021	93098	Haviland Products Company	592-551-783.000	1,505.20
05/21	05/19/2021	93099	HESCO	592-551-775.000	573.55
05/21	05/19/2021	93099	HESCO	592-551-775.000	255.00
05/21	05/19/2021	93100	Hubbell Roth & Clark Inc.	592-560-802.000	1,538.16
05/21	05/19/2021	93100	Hubbell Roth & Clark Inc.	592-549-802.000	905.60
05/21	05/19/2021	93101	Ingram Library Services	271-790-760.000	2,386.93
05/21	05/19/2021	93101	Ingram Library Services	271-790-760.100	2,072.26
05/21	05/19/2021	93101	Ingram Library Services	271-790-760.200	443.59
05/21	05/19/2021	93102	K & J Septic Service LLC	592-554-802.000	2,550.00
05/21	05/19/2021	93103	K & L Plumbing and Heating LLC	101-265-802.000	302.00
05/21	05/19/2021	93104	Kent County DPW	101-345-802.000	158.40
05/21	05/19/2021	93105	Kring Chevrolet Cadillac, Dave	661-598-932.000	55.15
05/21	05/19/2021	93105	Kring Chevrolet Cadillac, Dave	661-598-932.000	45.05
05/21	05/19/2021	93106	KSS Enterprises	101-265-775.000	424.44
05/21	05/19/2021	93106	KSS Enterprises	101-268-775.000	424.44
05/21	05/19/2021	93106	KSS Enterprises	101-754-775.000	424.44
05/21	05/19/2021	93106	KSS Enterprises	101-756-775.000	424.44
05/21	05/19/2021	93106	KSS Enterprises	101-770-775.000	1,485.52

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
05/21	05/19/2021	93106	KSS Enterprises	101-773-775.000	424.44
05/21	05/19/2021	93106	KSS Enterprises	101-789-775.000	636.66
05/21	05/19/2021	93106	KSS Enterprises	101-773-775.000	18.40
05/21	05/19/2021	93107	Lewis Municipal Sales	592-544-775.000	5,300.00
05/21	05/19/2021	93108	McCardel Culligan	592-554-802.000	60.00
05/21	05/19/2021	93108	McCardel Culligan	101-770-802.000	38.75
05/21	05/19/2021	93109	Meyer Ace Hardware	582-586-775.000	35.98
05/21	05/19/2021	93109	Meyer Ace Hardware	101-789-775.000	29.65
05/21	05/19/2021	93109	Meyer Ace Hardware	101-789-775.000	3.26
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	27.51
05/21	05/19/2021	93109	Meyer Ace Hardware	514-587-802.100	102.20
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	22.19
05/21	05/19/2021	93109	Meyer Ace Hardware	202-464-775.000	9.00
05/21	05/19/2021	93109	Meyer Ace Hardware	203-464-775.000	8.99
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	4.49
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	10.79
05/21	05/19/2021	93109	Meyer Ace Hardware	582-586-775.000	26.98
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	26.99
05/21	05/19/2021	93109	Meyer Ace Hardware	101-789-775.000	70.17
05/21	05/19/2021	93109	Meyer Ace Hardware	101-773-931.000	4.13
05/21	05/19/2021	93109	Meyer Ace Hardware	101-773-931.000	3.05
05/21	05/19/2021	93109	Meyer Ace Hardware	101-789-775.000	20.75
05/21	05/19/2021	93109	Meyer Ace Hardware	101-789-775.000	15.29
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-775.000	7.00
05/21	05/19/2021	93109	Meyer Ace Hardware	101-789-775.000	46.77
05/21	05/19/2021	93109	Meyer Ace Hardware	101-265-930.000	7.18
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	15.09
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	14.39
05/21	05/19/2021	93109	Meyer Ace Hardware	101-268-930.000	15.29
05/21	05/19/2021	93109	Meyer Ace Hardware	101-770-775.000	2.66
05/21	05/19/2021	93109	Meyer Ace Hardware	101-770-775.000	.96
05/21	05/19/2021	93109	Meyer Ace Hardware	661-598-931.000	188.95
05/21	05/19/2021	93109	Meyer Ace Hardware	661-598-931.000	1,439.97
05/21	05/19/2021	93109	Meyer Ace Hardware	661-598-931.000	14.21
05/21	05/19/2021	93110	MICHIGAN CAT	592-558-802.000	610.00
05/21	05/19/2021	93111	Michigan Municipal League	101-101-915.000	3,972.00
05/21	05/19/2021	93112	Michigan Water Environment Assoc.	592-560-915.000	77.00
05/21	05/19/2021	93113	MIDWEST COLLABORATIVE	271-790-912.000	15.00
05/21	05/19/2021	93114	North Central Laboratories	592-553-775.000	3,984.69
05/21	05/19/2021	93114	North Central Laboratories	592-553-775.000	227.07
05/21	05/19/2021	93115	North Central Mich. College	703-040-235.220	1.30
05/21	05/19/2021	93115	North Central Mich. College	703-040-235.220	1.17
05/21	05/19/2021	93115	North Central Mich. College	703-040-233.000	.02
05/21	05/19/2021	93116	Northern A-1 Environmental Services	202-469-802.000	3,000.00
05/21	05/19/2021	93116	Northern A-1 Environmental Services	203-469-802.000	2,200.00
05/21	05/19/2021	93117	On Duty Gear LLC	101-345-775.000	302.70
05/21	05/19/2021	93118	OTEC Radio Comm. Equipment	661-598-932.000	288.00
05/21	05/19/2021	93119	Peninsula Fiber Network LLC	271-790-850.000	133.80
05/21	05/19/2021	93120	Performance Painting	101-754-802.000	3,130.00
05/21	05/19/2021	93120	Performance Painting	582-590-802.000	1,680.00
05/21	05/19/2021	93120	Performance Painting	514-587-802.000	2,910.00
05/21	05/19/2021	93121	Petoskey Public Schools	703-040-236.220	144.60
05/21	05/19/2021	93121	Petoskey Public Schools	703-040-237.220	25.06
05/21	05/19/2021	93121	Petoskey Public Schools	703-040-237.220	35.44
05/21	05/19/2021	93121	Petoskey Public Schools	703-040-233.000	10.12
05/21	05/19/2021	93121	Petoskey Public Schools	703-040-233.000	1.75

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05/21	05/19/2021	93121	Petoskey Public Schools	703-040-233.000	2.48
05/21	05/19/2021	93122	Plunkett Cooney	101-266-802.000	2,102.80
05/21	05/19/2021	93122	Plunkett Cooney	101-266-802.000	475.00
05/21	05/19/2021	93122	Plunkett Cooney	101-257-802.000	1,167.50
05/21	05/19/2021	93122	Plunkett Cooney	101-266-802.000	2,307.83
05/21	05/19/2021	93123	Police and Firemen's Insurance	701-000-230.185	379.38
05/21	05/19/2021	93124	Power Line Supply	582-586-775.000	515.00
05/21	05/19/2021	93124	Power Line Supply	582-586-775.000	200.00
05/21	05/19/2021	93125	Proclean North	592-554-802.000	786.50
05/21	05/19/2021	93125	Proclean North	582-593-930.000	1,396.50
05/21	05/19/2021	93126	Quality First Aid & Safety Inc.	592-555-775.000	51.98
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-545-775.000	133.00
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-556-775.000	132.99
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-556-775.000	276.71
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-545-775.000	276.71
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-556-775.000	274.03
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-545-775.000	274.03
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-545-775.000	200.00
05/21	05/19/2021	93127	Rieth-Riley Construction Co	202-469-775.000	63.98
05/21	05/19/2021	93127	Rieth-Riley Construction Co	592-544-775.000	471.01
05/21	05/19/2021	93128	SiteOne Landscape Supply	204-010-111.000	992.60
05/21	05/19/2021	93129	Spectrum Business	101-172-850.000	65.42
05/21	05/19/2021	93129	Spectrum Business	101-201-850.000	52.33
05/21	05/19/2021	93129	Spectrum Business	101-208-850.000	32.71
05/21	05/19/2021	93129	Spectrum Business	101-257-850.000	32.71
05/21	05/19/2021	93129	Spectrum Business	101-215-850.000	26.17
05/21	05/19/2021	93129	Spectrum Business	101-345-850.000	71.96
05/21	05/19/2021	93129	Spectrum Business	582-593-850.000	26.17
05/21	05/19/2021	93129	Spectrum Business	592-549-850.000	39.25
05/21	05/19/2021	93129	Spectrum Business	592-560-850.000	39.25
05/21	05/19/2021	93129	Spectrum Business	101-770-850.000	13.08
05/21	05/19/2021	93129	Spectrum Business	101-773-850.000	13.08
05/21	05/19/2021	93129	Spectrum Business	101-789-850.000	13.06
05/21	05/19/2021	93129	Spectrum Business	101-400-850.000	32.71
05/21	05/19/2021	93129	Spectrum Business	101-441-850.000	58.88
05/21	05/19/2021	93129	Spectrum Business	101-756-850.000	32.71
05/21	05/19/2021	93129	Spectrum Business	204-481-850.000	19.63
05/21	05/19/2021	93129	Spectrum Business	204-481-850.000	19.63
05/21	05/19/2021	93129	Spectrum Business	582-588-850.000	65.42
05/21	05/19/2021	93130	Spok	204-481-850.000	2.78
05/21	05/19/2021	93130	Spok	582-588-850.000	2.78
05/21	05/19/2021	93130	Spok	592-560-850.000	2.78
05/21	05/19/2021	93130	Spok	592-549-850.000	2.78
05/21	05/19/2021	93130	Spok	661-598-850.000	2.78
05/21	05/19/2021	93131	Standard Electric Company	101-228-775.000	997.49
05/21	05/19/2021	93131	Standard Electric Company	582-586-775.000	422.84
05/21	05/19/2021	93132	Taylor Rental Center	101-773-931.000	442.42
05/21	05/19/2021	93133	Tetra Tech Inc	592-549-802.000	2,400.00
05/21	05/19/2021	93134	Trophy Case, The	101-770-802.000	48.00
05/21	05/19/2021	93135	Up North Service LLC	204-550-802.000	105.00
05/21	05/19/2021	93136	UpNorth Fire & Safety LLC	101-345-775.000	160.00
05/21	05/19/2021	93137	VARNUM LLP	582-588-802.000	328.00
05/21	05/19/2021	93138	W.W. Fairbairn & Sons	101-773-775.000	146.97
05/21	05/19/2021	93138	W.W. Fairbairn & Sons	101-773-775.000	27.76
05/21	05/19/2021	93138	W.W. Fairbairn & Sons	101-773-775.000	24.86
05/21	05/19/2021	93138	W.W. Fairbairn & Sons	101-773-775.000	39.46

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05/21	05/19/2021	93138	W.W. Fairbairn & Sons	101-773-775.000	34.05
05/21	05/19/2021	93139	Walters Sharpening Service Inc.	661-598-931.000	42.00
05/21	05/19/2021	93139	Walters Sharpening Service Inc.	661-598-931.000	12.00
05/21	05/19/2021	93140	WHITNEY, JAMES	101-770-767.000	40.00
05/21	05/19/2021	93141	Windemuller	592-537-802.000	14,000.00
05/21	05/26/2021	93144	Alliance Entertainment	271-790-761.000	73.19
05/21	05/26/2021	93144	Alliance Entertainment	271-790-761.100	51.73
05/21	05/26/2021	93144	Alliance Entertainment	271-790-761.100	20.24
05/21	05/26/2021	93144	Alliance Entertainment	271-790-761.000	533.87
05/21	05/26/2021	93145	Amazon Capital Services	101-268-930.000	960.00
05/21	05/26/2021	93146	Amazon Credit Plan	101-770-934.000	53.00-
05/21	05/26/2021	93146	Amazon Credit Plan	661-598-932.000	53.00
05/21	05/26/2021	93146	Amazon Credit Plan	271-790-751.000	48.98
05/21	05/26/2021	93146	Amazon Credit Plan	271-790-958.200	115.94
05/21	05/26/2021	93146	Amazon Credit Plan	271-790-761.200	211.81
05/21	05/26/2021	93146	Amazon Credit Plan	271-790-752.000	244.90
05/21	05/26/2021	93147	AT&T	592-538-850.000	89.52
05/21	05/26/2021	93147	AT&T	271-790-850.000	405.45
05/21	05/26/2021	93148	Axon Enterprises Inc.	101-345-985.000	4,482.00
05/21	05/26/2021	93149	Beckett & Raeder Inc.	514-587-802.000	5,155.00
05/21	05/26/2021	93149	Beckett & Raeder Inc.	514-587-802.000	5,469.00
05/21	05/26/2021	93149	Beckett & Raeder Inc.	514-587-802.000	2,375.00
05/21	05/26/2021	93150	Bell Equipment Company	661-598-931.000	36.11
05/21	05/26/2021	93151	Carter's Imagewear & Awards	101-773-775.000	60.00
05/21	05/26/2021	93152	Center Point Large Print	271-790-760.000	54.54
05/21	05/26/2021	93153	Char-Em United Way	701-000-230.800	51.50
05/21	05/26/2021	93154	Cyberpower Inc.	271-790-986.000	6,167.40
05/21	05/26/2021	93155	CycleSafe	248-739-970.000	790.00
05/21	05/26/2021	93156	David L Hoffman Landscaping & Nursery	204-470-802.000	650.30
05/21	05/26/2021	93156	David L Hoffman Landscaping & Nursery	204-444-802.000	67.70
05/21	05/26/2021	93156	David L Hoffman Landscaping & Nursery	592-020-342.000	338.80
05/21	05/26/2021	93156	David L Hoffman Landscaping & Nursery	592-025-343.000	440.30
05/21	05/26/2021	93156	David L Hoffman Landscaping & Nursery	582-020-360.000	67.70
05/21	05/26/2021	93157	Dearborn Life Insurance Co	701-000-230.190	2,008.70
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-172-724.000	19.16
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-201-724.000	44.89
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-208-724.000	19.16
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-215-724.000	21.35
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-265-724.000	4.79
05/21	05/26/2021	93157	Dearborn Life Insurance Co	582-588-724.000	34.97
05/21	05/26/2021	93157	Dearborn Life Insurance Co	592-549-724.000	54.88
05/21	05/26/2021	93157	Dearborn Life Insurance Co	592-560-724.000	20.60
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-770-724.000	35.45
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-773-724.000	5.75
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-789-724.000	10.54
05/21	05/26/2021	93157	Dearborn Life Insurance Co	204-481-724.000	66.24
05/21	05/26/2021	93157	Dearborn Life Insurance Co	271-790-724.000	97.99
05/21	05/26/2021	93157	Dearborn Life Insurance Co	514-587-724.000	23.19
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-268-724.000	11.98
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-345-724.000	524.97
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-400-724.000	11.50
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-441-724.000	32.57
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-754-724.000	5.27
05/21	05/26/2021	93157	Dearborn Life Insurance Co	101-756-724.000	16.29
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	101-215-801.000	4,115.27
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	204-481-801.000	639.45

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05/21	05/26/2021	93158	Dennis Gartland & Niergarth	204-481-801.000	212.46
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	204-481-801.000	645.83
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	271-790-801.000	632.07
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	211-441-802.000	662.07
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	514-587-801.000	293.09
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	582-598-802.000	4,813.81
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	592-549-802.000	1,034.17
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	592-560-802.000	1,337.65
05/21	05/26/2021	93158	Dennis Gartland & Niergarth	661-598-801.000	414.13
05/21	05/26/2021	93159	DTE Energy	592-538-920.000	77.07
05/21	05/26/2021	93159	DTE Energy	101-265-924.000	324.58
05/21	05/26/2021	93159	DTE Energy	582-593-924.000	1,070.68
05/21	05/26/2021	93159	DTE Energy	101-773-924.000	67.95
05/21	05/26/2021	93159	DTE Energy	101-265-924.000	135.97
05/21	05/26/2021	93159	DTE Energy	592-538-920.000	138.07
05/21	05/26/2021	93159	DTE Energy	592-538-920.000	104.41
05/21	05/26/2021	93159	DTE Energy	101-345-920.100	257.97
05/21	05/26/2021	93159	DTE Energy	592-551-920.000	1,722.80
05/21	05/26/2021	93159	DTE Energy	271-790-924.000	275.51
05/21	05/26/2021	93159	DTE Energy	582-593-920.000	191.01
05/21	05/26/2021	93159	DTE Energy	592-555-920.000	40.65
05/21	05/26/2021	93159	DTE Energy	101-345-920.000	551.08
05/21	05/26/2021	93159	DTE Energy	592-558-920.000	36.40
05/21	05/26/2021	93159	DTE Energy	271-790-924.000	524.83
05/21	05/26/2021	93159	DTE Energy	101-268-924.000	746.02
05/21	05/26/2021	93159	DTE Energy	101-770-924.000	164.01
05/21	05/26/2021	93159	DTE Energy	514-587-802.100	123.35
05/21	05/26/2021	93159	DTE Energy	592-538-920.000	128.96
05/21	05/26/2021	93159	DTE Energy	592-551-920.000	2,157.56
05/21	05/26/2021	93160	Dunkel Excavating Services Inc.	204-444-802.000	6,410.00
05/21	05/26/2021	93160	Dunkel Excavating Services Inc.	514-587-802.000	125.00
05/21	05/26/2021	93160	Dunkel Excavating Services Inc.	203-451-802.000	3,250.00
05/21	05/26/2021	93161	Dunn's Business Solutions	101-172-751.000	13.49
05/21	05/26/2021	93161	Dunn's Business Solutions	101-201-751.000	13.49
05/21	05/26/2021	93161	Dunn's Business Solutions	101-208-751.000	9.44
05/21	05/26/2021	93161	Dunn's Business Solutions	101-257-751.000	6.75
05/21	05/26/2021	93161	Dunn's Business Solutions	101-215-751.000	8.09
05/21	05/26/2021	93161	Dunn's Business Solutions	101-345-751.000	35.08
05/21	05/26/2021	93161	Dunn's Business Solutions	101-400-751.000	6.75
05/21	05/26/2021	93161	Dunn's Business Solutions	101-441-751.000	20.24
05/21	05/26/2021	93161	Dunn's Business Solutions	101-770-751.000	4.05
05/21	05/26/2021	93161	Dunn's Business Solutions	101-773-775.000	1.35
05/21	05/26/2021	93161	Dunn's Business Solutions	101-756-751.000	13.49
05/21	05/26/2021	93161	Dunn's Business Solutions	101-789-751.000	2.69
05/21	05/26/2021	93162	Ferguson Enterprises LLC #2000	101-789-775.000	194.80
05/21	05/26/2021	93163	Five Star Screen Printing Plus	101-756-808.110	525.00
05/21	05/26/2021	93163	Five Star Screen Printing Plus	101-756-808.120	570.00
05/21	05/26/2021	93164	Gale/Cengage Learning	271-790-760.000	24.79
05/21	05/26/2021	93165	Great Lakes Pipe & Supply	101-789-775.000	126.39
05/21	05/26/2021	93166	HARBOR FENCE COMPANY	582-584-802.000	180.00
05/21	05/26/2021	93167	KSS Enterprises	101-756-775.000	82.00
05/21	05/26/2021	93168	La Crosse Seed	204-010-111.000	4,900.00
05/21	05/26/2021	93169	Lowery Underground Service	582-586-802.000	7,350.00
05/21	05/26/2021	93169	Lowery Underground Service	582-020-360.000	480.00
05/21	05/26/2021	93169	Lowery Underground Service	582-020-360.000	14,161.50
05/21	05/26/2021	93169	Lowery Underground Service	582-598-802.000	8,809.75

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05/21	05/26/2021	93170	Midwest Tape	271-790-761.000	64.98
05/21	05/26/2021	93171	Mitchell Graphics Inc.	271-790-905.000	250.00
05/21	05/26/2021	93172	North Country IT	271-790-802.000	388.16
05/21	05/26/2021	93173	Omnipark Inc.	514-587-775.000	178.00
05/21	05/26/2021	93174	Penchura L.L.C.	101-770-985.000	3,858.00
05/21	05/26/2021	93174	Penchura L.L.C.	101-770-802.000	3,300.00
05/21	05/26/2021	93175	Personal Graphics Inc.	248-739-880.200	271.22
05/21	05/26/2021	93176	Petoskey Regional Chamber	248-540-884.900	1,000.00
05/21	05/26/2021	93176	Petoskey Regional Chamber	248-739-886.100	500.00
05/21	05/26/2021	93177	PK Contracting	203-477-802.000	1,232.00
05/21	05/26/2021	93177	PK Contracting	202-477-802.000	2,350.88
05/21	05/26/2021	93178	Plunkett Cooney	592-549-802.000	49.61
05/21	05/26/2021	93178	Plunkett Cooney	592-560-802.000	49.61
05/21	05/26/2021	93178	Plunkett Cooney	101-266-802.000	539.45
05/21	05/26/2021	93178	Plunkett Cooney	101-266-802.000	49.61
05/21	05/26/2021	93178	Plunkett Cooney	204-481-802.000	49.61
05/21	05/26/2021	93178	Plunkett Cooney	582-588-802.000	49.61
05/21	05/26/2021	93179	Pontius Flower Shop, A.R.	248-739-774.000	118.00
05/21	05/26/2021	93180	Print Shop, The	514-587-775.000	114.00
05/21	05/26/2021	93181	Printing Systems Inc.	101-172-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	101-201-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	101-208-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	101-257-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	101-215-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	592-560-751.000	20.09
05/21	05/26/2021	93181	Printing Systems Inc.	101-789-751.000	20.07
05/21	05/26/2021	93181	Printing Systems Inc.	514-587-802.100	20.07
05/21	05/26/2021	93181	Printing Systems Inc.	271-790-751.000	48.17
05/21	05/26/2021	93181	Printing Systems Inc.	204-481-751.000	20.07
05/21	05/26/2021	93181	Printing Systems Inc.	582-588-751.000	48.17
05/21	05/26/2021	93181	Printing Systems Inc.	592-549-751.000	20.07
05/21	05/26/2021	93181	Printing Systems Inc.	101-345-751.000	44.16
05/21	05/26/2021	93181	Printing Systems Inc.	101-400-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	101-441-751.000	8.03
05/21	05/26/2021	93181	Printing Systems Inc.	101-756-751.000	36.13
05/21	05/26/2021	93181	Printing Systems Inc.	101-770-751.000	48.17
05/21	05/26/2021	93181	Printing Systems Inc.	101-773-775.000	20.07
05/21	05/26/2021	93182	Renkes, Tom	248-739-880.200	150.00
05/21	05/26/2021	93183	RICHIE'S CONSTRUCTION INC.	203-451-802.000	900.00
05/21	05/26/2021	93184	Ryan Brothers Inc.	204-444-802.000	20,003.50
05/21	05/26/2021	93184	Ryan Brothers Inc.	514-587-802.000	130.00
05/21	05/26/2021	93185	Spectrum Business	101-345-850.000	70.48
05/21	05/26/2021	93185	Spectrum Business	101-345-850.100	181.54
05/21	05/26/2021	93185	Spectrum Business	514-587-802.100	133.27
05/21	05/26/2021	93185	Spectrum Business	101-770-850.000	114.98
05/21	05/26/2021	93186	Standard Electric Company	101-228-775.000	96.22
05/21	05/26/2021	93186	Standard Electric Company	582-586-775.000	376.73
05/21	05/26/2021	93187	T2 Systems Canada Inc.	514-587-802.000	165.00
05/21	05/26/2021	93188	Thru Glass Window Cleaning	514-587-802.100	25.00
05/21	05/26/2021	93188	Thru Glass Window Cleaning	514-587-802.100	25.00
05/21	05/26/2021	93189	Trace Analytical Laboratories LLC	592-553-801.000	203.40
05/21	05/26/2021	93190	Traffic & Safety Control Systems Inc.	514-587-802.000	81.00
05/21	05/26/2021	93190	Traffic & Safety Control Systems Inc.	514-587-802.000	81.00
05/21	05/26/2021	93191	Trophy Case, The	514-587-775.000	12.00
05/21	05/26/2021	93192	Unique Management Services Inc.	271-790-802.000	50.00
05/21	05/26/2021	93193	Valley City Linen	271-790-752.000	25.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
05/21	05/26/2021	93193	Valley City Linen	271-790-752.000	25.00
05/21	05/26/2021	93193	Valley City Linen	271-790-752.000	25.00
05/21	05/26/2021	93193	Valley City Linen	271-790-752.000	25.00
05/21	05/26/2021	93194	Van's Business Machines	514-587-802.000	106.27
05/21	05/26/2021	93194	Van's Business Machines	514-587-802.000	57.22
05/21	05/26/2021	93195	VSP	101-172-724.000	26.88
05/21	05/26/2021	93195	VSP	101-201-724.000	66.64
05/21	05/26/2021	93195	VSP	101-208-724.000	13.44
05/21	05/26/2021	93195	VSP	101-215-724.000	10.64
05/21	05/26/2021	93195	VSP	101-265-724.000	11.98
05/21	05/26/2021	93195	VSP	101-268-724.000	23.32
05/21	05/26/2021	93195	VSP	592-549-724.000	145.88
05/21	05/26/2021	93195	VSP	592-560-724.000	34.44
05/21	05/26/2021	93195	VSP	701-000-230.110	39.76
05/21	05/26/2021	93195	VSP	101-773-724.000	8.06
05/21	05/26/2021	93195	VSP	101-789-724.000	15.62
05/21	05/26/2021	93195	VSP	204-481-724.000	66.64
05/21	05/26/2021	93195	VSP	271-790-724.000	114.80
05/21	05/26/2021	93195	VSP	514-587-724.000	31.92
05/21	05/26/2021	93195	VSP	582-588-724.000	95.76
05/21	05/26/2021	93195	VSP	101-345-724.000	442.97
05/21	05/26/2021	93195	VSP	101-400-724.000	13.89
05/21	05/26/2021	93195	VSP	101-441-724.000	64.74
05/21	05/26/2021	93195	VSP	101-754-724.000	13.24
05/21	05/26/2021	93195	VSP	101-756-724.000	31.42
05/21	05/26/2021	93195	VSP	101-770-724.000	65.24
05/21	05/26/2021	93196	SUPERIOR ASPHALT PAVING INC.	592-544-802.000	4,275.00
05/21	05/26/2021	93196	SUPERIOR ASPHALT PAVING INC.	592-556-802.000	1,125.00
05/21	05/26/2021	93196	SUPERIOR ASPHALT PAVING INC.	203-451-802.000	3,528.00
06/21	06/02/2021	93204	5H Irrigation & Maintenance	101-528-802.000	2,805.00
06/21	06/02/2021	93205	Aflac	701-000-230.180	797.26
06/21	06/02/2021	93206	All-Phase Electric Supply	101-789-775.000	105.99
06/21	06/02/2021	93206	All-Phase Electric Supply	101-789-775.000	13.95
06/21	06/02/2021	93206	All-Phase Electric Supply	101-773-931.000	151.76
06/21	06/02/2021	93206	All-Phase Electric Supply	101-773-931.000	16.44
06/21	06/02/2021	93206	All-Phase Electric Supply	101-770-775.000	52.39
06/21	06/02/2021	93206	All-Phase Electric Supply	582-586-775.000	65.55
06/21	06/02/2021	93206	All-Phase Electric Supply	101-265-775.000	247.91
06/21	06/02/2021	93206	All-Phase Electric Supply	582-586-775.000	44.58
06/21	06/02/2021	93206	All-Phase Electric Supply	101-770-775.000	35.38
06/21	06/02/2021	93206	All-Phase Electric Supply	101-773-931.000	181.02
06/21	06/02/2021	93207	Alro Steel Corporation	101-789-775.000	300.50
06/21	06/02/2021	93207	Alro Steel Corporation	202-475-775.000	645.15
06/21	06/02/2021	93207	Alro Steel Corporation	203-475-775.000	645.15
06/21	06/02/2021	93208	Baytees	101-770-767.000	213.00
06/21	06/02/2021	93209	Bradford Master Dry Cleaners	101-345-775.000	362.65
06/21	06/02/2021	93210	Calloway, Lon	101-770-775.000	110.51
06/21	06/02/2021	93211	Carter's Imagewear & Awards	101-789-767.000	542.88
06/21	06/02/2021	93211	Carter's Imagewear & Awards	101-773-767.000	65.00
06/21	06/02/2021	93212	Cintas Corp #729	592-544-802.000	45.45
06/21	06/02/2021	93212	Cintas Corp #729	582-588-767.000	69.63
06/21	06/02/2021	93212	Cintas Corp #729	592-560-767.000	35.58
06/21	06/02/2021	93212	Cintas Corp #729	592-549-767.000	35.58
06/21	06/02/2021	93212	Cintas Corp #729	582-593-930.000	33.73
06/21	06/02/2021	93212	Cintas Corp #729	204-481-767.000	71.63
06/21	06/02/2021	93212	Cintas Corp #729	582-593-930.000	9.07

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/21	06/02/2021	93212	Cintas Corp #729	204-481-767.000	68.66
06/21	06/02/2021	93212	Cintas Corp #729	582-588-767.000	68.86
06/21	06/02/2021	93212	Cintas Corp #729	592-560-767.000	35.20
06/21	06/02/2021	93212	Cintas Corp #729	592-549-767.000	35.20
06/21	06/02/2021	93212	Cintas Corp #729	101-268-802.000	15.54
06/21	06/02/2021	93212	Cintas Corp #729	592-544-802.000	45.45
06/21	06/02/2021	93212	Cintas Corp #729	582-593-930.000	33.72
06/21	06/02/2021	93212	Cintas Corp #729	204-481-767.000	68.66
06/21	06/02/2021	93212	Cintas Corp #729	582-588-767.000	68.86
06/21	06/02/2021	93212	Cintas Corp #729	592-560-767.000	35.20
06/21	06/02/2021	93212	Cintas Corp #729	592-549-767.000	35.20
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-265-920.000	1,380.12
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-268-920.000	1,381.27
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-345-920.000	3,797.75
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-345-920.100	435.92
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-754-920.000	30.52
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-770-920.000	1,849.45
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	582-586-920.000	43.45
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	582-593-920.000	1,532.67
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	592-538-920.000	8,596.91
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	592-542-920.000	43.47
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	592-551-920.000	12,099.59
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	592-555-920.000	988.68
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-773-920.000	800.75
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	101-789-920.000	1,189.57
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	204-448-920.000	2,700.00
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	271-790-920.000	2,789.51
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	514-587-802.100	45.66
06/21	06/02/2021	93213	CITY TREAS. FOR UTILITY BILLS	514-587-920.000	219.79
06/21	06/02/2021	93214	Complete Paint & Supplies	101-770-775.000	59.74
06/21	06/02/2021	93215	Crosscut Concrete Cutting	204-444-802.000	508.50
06/21	06/02/2021	93215	Crosscut Concrete Cutting	204-444-802.000	318.15
06/21	06/02/2021	93215	Crosscut Concrete Cutting	203-451-802.000	1,683.80
06/21	06/02/2021	93216	Curry Fluid Power	661-598-932.000	239.54
06/21	06/02/2021	93217	Decka Digital LLC	204-481-751.000	75.62
06/21	06/02/2021	93217	Decka Digital LLC	592-560-751.000	75.62
06/21	06/02/2021	93217	Decka Digital LLC	661-598-751.000	75.63
06/21	06/02/2021	93217	Decka Digital LLC	592-560-751.000	126.20
06/21	06/02/2021	93218	Derrer Oil Co.	661-598-759.000	2,305.73
06/21	06/02/2021	93219	Drost Landscape	101-789-775.000	368.00
06/21	06/02/2021	93220	Dunn's Business Solutions	204-481-751.000	25.64
06/21	06/02/2021	93220	Dunn's Business Solutions	582-593-751.000	25.64
06/21	06/02/2021	93220	Dunn's Business Solutions	582-588-751.000	25.65
06/21	06/02/2021	93220	Dunn's Business Solutions	592-549-751.000	25.65
06/21	06/02/2021	93220	Dunn's Business Solutions	592-560-751.000	25.65
06/21	06/02/2021	93220	Dunn's Business Solutions	661-598-751.000	25.65
06/21	06/02/2021	93221	Emmet Plumbing & Heating Inc.	514-587-802.000	236.20
06/21	06/02/2021	93221	Emmet Plumbing & Heating Inc.	101-754-802.000	374.22
06/21	06/02/2021	93221	Emmet Plumbing & Heating Inc.	101-770-802.000	199.26
06/21	06/02/2021	93222	David L Hoffman Landscaping & Nursery	582-020-360.000	215.00
06/21	06/02/2021	93225	Empiric Solutions Inc.	101-228-802.000	8,709.06
06/21	06/02/2021	93226	Englebrecht, Robert	101-257-802.100	3,750.00
06/21	06/02/2021	93227	Evergreen Lawn Care	101-770-802.000	2,580.00
06/21	06/02/2021	93227	Evergreen Lawn Care	101-754-802.000	240.00
06/21	06/02/2021	93227	Evergreen Lawn Care	101-770-802.000	600.00
06/21	06/02/2021	93227	Evergreen Lawn Care	202-467-802.000	120.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/21	06/02/2021	93228	Fastenal Company	661-598-785.000	22.26
06/21	06/02/2021	93228	Fastenal Company	101-770-775.000	151.99
06/21	06/02/2021	93229	Ferguson Enterprises LLC #2000	592-547-775.000	579.80
06/21	06/02/2021	93230	Gibby's Garage	582-593-930.000	136.00
06/21	06/02/2021	93230	Gibby's Garage	661-598-931.000	238.00
06/21	06/02/2021	93230	Gibby's Garage	661-598-932.000	952.00
06/21	06/02/2021	93230	Gibby's Garage	582-593-930.000	272.00
06/21	06/02/2021	93230	Gibby's Garage	661-598-931.000	476.00
06/21	06/02/2021	93230	Gibby's Garage	661-598-932.000	510.00
06/21	06/02/2021	93230	Gibby's Garage	661-598-931.000	136.00
06/21	06/02/2021	93231	Great Lakes Pipe & Supply	592-556-775.000	389.19
06/21	06/02/2021	93232	Jack's Trucking & Excavating Inc.	203-451-802.000	300.00
06/21	06/02/2021	93233	John E. Green Co.	101-789-802.000	841.57
06/21	06/02/2021	93234	Mead & Hunt	592-556-802.000	2,185.00
06/21	06/02/2021	93235	Merchant and Tailor	101-345-775.000	98.00
06/21	06/02/2021	93236	Michigan Water Environment Assoc.	592-560-915.000	280.00
06/21	06/02/2021	93237	Mountaintop Tree Company	101-773-802.000	60.00
06/21	06/02/2021	93238	Northern A-1 Environmental Services	203-469-802.000	624.00
06/21	06/02/2021	93239	Petoskey Parts Plus	661-598-932.000	24.08
06/21	06/02/2021	93240	Petoskey Youth Volleyball	101-756-808.150	600.00
06/21	06/02/2021	93241	Power Line Supply	582-586-775.000	140.00
06/21	06/02/2021	93241	Power Line Supply	582-586-775.000	355.00
06/21	06/02/2021	93242	R.W. MERCER CO INC.	101-789-802.000	324.00
06/21	06/02/2021	93243	Rieth-Riley Construction Co	592-544-775.000	163.48
06/21	06/02/2021	93244	S.A.N.E. - STRAITS AREA	101-345-802.000	5,000.00
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	204.70
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	208.11
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	61.69
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	158.05
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	129.09
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	96.86
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-789-775.000	21.60
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-789-775.000	159.16
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	.97
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	635.26
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	396.84
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	25.22
06/21	06/02/2021	93245	SiteOne Landscape Supply	101-770-775.000	75.64
06/21	06/02/2021	93246	Spartan Distributors Inc.	661-598-931.000	261.58
06/21	06/02/2021	93247	Spectrum Business	582-588-850.000	94.99
06/21	06/02/2021	93248	Staples Advantage	101-201-751.000	23.29
06/21	06/02/2021	93248	Staples Advantage	592-549-751.000	78.78
06/21	06/02/2021	93248	Staples Advantage	592-560-751.000	78.77
06/21	06/02/2021	93248	Staples Advantage	101-400-751.000	9.32
06/21	06/02/2021	93248	Staples Advantage	101-441-751.000	27.96
06/21	06/02/2021	93248	Staples Advantage	101-770-751.000	5.59
06/21	06/02/2021	93248	Staples Advantage	101-773-775.000	1.86
06/21	06/02/2021	93248	Staples Advantage	101-756-751.000	18.64
06/21	06/02/2021	93248	Staples Advantage	101-789-751.000	3.75
06/21	06/02/2021	93248	Staples Advantage	101-172-751.000	18.64
06/21	06/02/2021	93248	Staples Advantage	101-201-751.000	18.64
06/21	06/02/2021	93248	Staples Advantage	101-208-751.000	13.05
06/21	06/02/2021	93248	Staples Advantage	101-257-751.000	9.32
06/21	06/02/2021	93248	Staples Advantage	101-215-751.000	11.19
06/21	06/02/2021	93248	Staples Advantage	101-345-751.000	48.47
06/21	06/02/2021	93249	State of Michigan Dept of Transportation	592-020-342.000	14,876.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/21	06/02/2021	93249	State of Michigan Dept of Transportation	592-025-343.000	16,951.71
06/21	06/02/2021	93249	State of Michigan Dept of Transportation	582-020-360.000	2,767.00
06/21	06/02/2021	93250	State of Michigan-Department of LARA	582-081-642.300	7,103.46
06/21	06/02/2021	93250	State of Michigan-Department of LARA	582-081-642.400	719.81
06/21	06/02/2021	93250	State of Michigan-Department of LARA	582-081-642.500	4.55
06/21	06/02/2021	93250	State of Michigan-Department of LARA	582-081-642.200	164.71
06/21	06/02/2021	93251	Total Communications Services LLC	101-773-802.000	475.50
06/21	06/02/2021	93252	USA Softball of Michigan	101-756-915.000	200.00
05/21	05/26/2021	999174	ACH-CHILD SUPPORT	701-000-230.160	160.23
05/21	05/26/2021	999175	ACH-EFTPS	701-000-230.200	12,849.06
05/21	05/26/2021	999175	ACH-EFTPS	701-000-230.100	22,220.10
05/21	05/26/2021	999175	ACH-EFTPS	701-000-230.200	12,849.06
05/21	05/26/2021	999175	ACH-EFTPS	701-000-230.200	3,005.02
05/21	05/26/2021	999175	ACH-EFTPS	701-000-230.200	3,005.02
05/21	05/26/2021	999176	ACH-ICMA 457	701-000-230.700	1,904.79
05/21	05/26/2021	999176	ACH-ICMA 457	701-000-230.700	5,620.00
05/21	05/26/2021	999177	ICMA 401	701-000-230.700	654.08
05/21	05/26/2021	999178	ICMA-ROTH	701-000-230.900	345.00
05/21	05/26/2021	999179	Mers DC 45	001-000-001.001	371.80
05/21	05/26/2021	999179	Mers DC 45	001-000-001.001	292.67
05/21	05/26/2021	999179	Mers DC 45	701-000-230.120	100.28
05/21	05/26/2021	999179	Mers DC 45	701-000-230.120	111.83
05/21	05/26/2021	999179	Mers DC 45	701-000-230.120	1,180.21
05/21	05/26/2021	999179	Mers DC 45	701-000-230.120	1,011.24
Grand Totals:					593,075.79

Report Criteria:

Check.Check issue date = 05/13/2021-06/02/2021

Check Number	Check Issue Date	Name	GL Account	Amount
93059	05/19/2021	Beattie, David	582081642300	650.00
93060	05/19/2021	Jayo, Mason	582040285000	10.33
93061	05/19/2021	Kennedy, Mia	582081642300	22.47
93062	05/19/2021	Petrowski, Gwen	582081642300	119.05
93063	05/19/2021	Smith, Amy	101087654000	150.00
93064	05/19/2021	Spurgeon, Karin	582588803000	25.00
93065	05/19/2021	Srigley, Kevin	582588803000	300.00
93142	05/26/2021	Jacobson, Heidi	582081642300	3.47
93143	05/26/2021	Vidosh, Brittney	101756808120	25.00
93197	06/02/2021	Angel, Anja	101087654000	50.00
93198	06/02/2021	DeWindt, Megan	101087654000	50.00
93199	06/02/2021	Heck, Christine	582040285000	26.56
93200	06/02/2021	Hersha, Kim	101087654000	50.00
93201	06/02/2021	Hopper, Katie	582040285000	5.56
93202	06/02/2021	King, Angela	101087654000	100.00
93203	06/02/2021	Wilkins, Kaitlyn	101087654000	150.00
Grand Totals:				1,737.44



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

AGENDA SUBJECT: Appointment Recommendation

RECOMMENDATION: That the City Council consider this appointment

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

- TIFA – Appointment of Diana Harrold, 428 Beech Street, to fill a vacated term ending August 2023.

Staff anticipates the application will be submitted before the meeting and will forward application once received.

sb
Enclosure



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 2, 2021

AGENDA SUBJECT: Housing North Proposal for a Petoskey Deed Restriction Program

RECOMMENDATION: That City Council discuss

Background At its May 3 meeting, City Council heard a presentation by Steve Schnell and Yarrow Brown on a deed restriction program in the City of Charlevoix administered by Housing North. The program is designed to encourage year-round housing to help address the increased number of properties being converted to seasonal housing. That program requires that the owner – or renter – live at the property for no less than 10 months a year. Enforcement of the deed restriction is then provided by Housing North, through an agreement with the City of Charlevoix as an interested third party in the deed restriction.

As there is not currently a funding mechanism to acquire deed restrictions in Petoskey, the proposal before City Council was to create a voluntary deed restriction program. City Council asked questions regarding how such a program would work and asked for legal review of the documents

Discussion The City Attorney expresses an understanding of the housing shortage, but also expressed some concerns to staff. As the deed restriction is an instrument created by an owner in favor of Housing North, he was uncertain why the City needs to be involved in the program. The instrument is not approved or signed by the City, but it does appear to suggest the City would be a “third-party beneficiary” regarding enforcement. Currently the City has no ordinance regulating such instruments so to be effective the City would need to commence a Circuit Court action to compel an owner’s compliance. This presents legal and financial consequences. The City Attorney also expressed concerns about the request for the City to indemnify Housing North.

Based on his review, another approach could be for City Council to consider a resolution of support for the voluntary deed restriction program. If a fully-funded deed restriction program develops, it would likely be administered through public or public-private entity and agreements could be discussed at that time.

Action There is no action required at this time. If a resolution of support for the deed restriction program is agreeable to Housing North, it could be brought forward at a future meeting.

at
Enclosure

DEED RESTRICTION AGREEMENT

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2021 (the "Effective Date") by and between Housing North, a Michigan nonprofit with a mailing address of P.O. Box 1434, Traverse City, 49685 (the "Grantee"), and NAME with an address of ADDRESS, ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner desires to donate certain restrictions on the use of the Property for the benefit of the Grantee by requiring occupancy of the Property according to the occupation obligations as described below. This restriction agreement is given in consideration for a sum less than \$100.00 Dollars. This restriction agreement does not constitute a transfer of ownership under MCL 211.27a(6)(a)-(k).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Property. The following real property is hereby burdened with the covenants and restrictions specified in this Agreement: ADDRESS as more specifically described in **Exhibit A**.
2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. *Person* means a natural person, and excludes any type of entity.
 - b. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in M.C.L. 168.11 shall apply.
 - c. *Qualified Household* means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as at least one occupant is a Qualified Resident.
 - d. *Qualified Resident* means a person who occupies the Property as the Owner or tenant with the Property being the Owner's or tenant's primary residence. The Owner or tenant will be considered as occupying the Property as his/her/their primary residence if the Owner is living at the Property for at least ten (10) months out of each calendar year. Housing North may, in its sole discretion, grant a temporary waiver of this occupancy requirement for good cause such as illness, temporary job relocation, military deployment or sabbatical. The Owner or tenant must provide written request for a temporary waiver of the owner occupancy requirement to be a qualified resident at least thirty (30) days prior to such temporary vacancy if reasonably

possible. The Owner's or tenant's failure to comply with the provisions of this paragraph may, following a three (3) month notice to cure, be deemed a breach of this Deed Restriction, allowing Housing North or the City of Petoskey to enforce this agreement.

e. *Managing Entity*: Housing North shall act as the managing entity under this Agreement. As such, Housing North shall be responsible for receiving and maintaining the Annual Verification statements as described below in paragraph 5.

3. Occupancy Restrictions.

a. At least one Qualified Resident shall continuously occupy the Property as his or her principal place of residence.

b. Owner may rent the Property as long as the Property is continuously occupied by a Qualified Household.

c. A Qualified Resident may lease a room or rooms in the Property to one or more persons, provided that the Qualified Resident still occupies the Property as his or her principal place of residence. For purposes of this provision, no lease shall be less than one month.

d. If the Qualified Resident is renting the Property, the initial lease term must be for a minimum of twelve (12) months. After the initial 12 months, a lease agreement may be renewed for a shorter term, but no less than one month.

e. The Property shall be used for residential purposes only. No commercial activity shall occur on or in the Property other than home occupations as may be permitted within the zone district applicable to the Property.

4. Annual Verification. No later than February 1st of each year, beginning in the year following this agreement, Owner shall submit a written statement to the Managing Entity including the following information and stating that such information is true and correct to the best of Owner's knowledge and belief:

a. Evidence to establish that the Property was occupied by a Qualified Resident during all of the prior calendar year;

b. If applicable, a copy of the lease form currently used for the Property; and

c. If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines.

5. Subdivision of Property. If the Property is subdivided or more than one dwelling is created or constructed on the Property, the requirements of this Deed Restriction Agreement shall apply to all new parcels created from the division of the Property and/or any dwelling unit constructed on the Property.

6. Breach.

a. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or to

default in payment or other obligations due to be performed under a promissory note secured by a mortgage encumbering the Property. Owner shall notify the Grantee, in writing, of any notification received from any lender of past due payments or defaults in payments or other obligations within 5 days of receipt.

b. If the Grantee has reasonable cause to believe Owner is violating this Agreement, the Grantee or its agent including the Managing Entity may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice of the time and individual or individual(s) inspecting the Property. This Agreement shall constitute Owner's permission to enter the Property during such times upon such notice.

7. Enforcement. This Deed Restriction Agreement may be enforced by Housing North any agent, successor, or assign. This Agreement may also be enforced by the City of Petoskey, which is an express third-party beneficiary to this Agreement.

8. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Deed Restriction. Similarly, a decision not to enforce this Deed Restriction is not a waiver of the rights held by Grantee to pursue remedies in the future.

9. Remedies.

a. The Grantee or City shall have any and all remedies provided by law and in equity for a violation of this Deed Restriction, including without limitation: (i) damages; (ii) specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of this Deed Restriction. All remedies shall be cumulative.

b. The cost to the Grantee or City of any activity taken in response to any violation of this Deed Restriction, including reasonable attorney fees, shall be paid promptly by Owner.

10. Foreclosure.

a. In the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

b. Owner shall give immediate notice to the Grantee: of any notice of foreclosure under the mortgage or any other subordinate security interest in the Property; or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the mortgage or other subordinate security interest in the Property.

c. Within 60 days after receipt of any notice described herein, the Grantee may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Grantee may place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

d. The Grantee shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional

reasonable costs incurred by the holder related to the foreclosure.

11. Miscellaneous.

- a. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.
- b. Integration. This Agreement and any attached exhibits constitute the entire agreement between Owner and the Grantee, superseding all prior oral or written communications.
- c. Runs with the Land. The benefits and obligations of the Parties under this Agreement shall run with the land, and Owner's obligations hereunder shall be binding on any subsequent holder of an ownership interest in the Property.
- d. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.
- e. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Michigan, and any legal action concerning the provisions hereof shall be brought in Charlevoix County, Michigan.
- f. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.
- g. Third Parties. The City of Petoskey is an express third-party beneficiary to this Agreement. There are no other intended third-party beneficiaries to this Agreement.
- h. No Joint Venture. Notwithstanding any provision hereof, the Grantee shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Grantee shall never be liable or responsible for any debt or obligation of any participant in this Agreement.
- i. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.
- j. Recording. This Agreement shall be recorded with the Charlevoix County Clerk and Recorder.
- k. Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Charlevoix City Council, their now living descendants, if any, and the survivor of them, plus 21 years.

12. Cessation of Existence. If the Grantee ceases to exist, then this Deed Restriction shall become vested in another entity, which shall be the City of Petoskey or another Michigan nonprofit organization, which is

has similar organizational purposes as Grantee, and which agrees to assume Grantee's rights and responsibilities under this Deed Restriction. Owner shall be promptly notified of the name and contact information for the successor entity.

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HOUSING NORTH, a Michigan Nonprofit

Yarrow Brown, Executive Director

STATE OF MICHIGAN } §
COUNTY OF CHARLEVOIX

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____
day of _____, 2021, by _____.

SIGNATURE: _____
PRINT NAME: _____
Notary Public
Certified in _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

OWNER

[ENTITY NAME IF APPLICABLE]

[TYPED NAME]

STATE OF MICHIGAN } §
COUNTY OF CHARLEVOIX

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day
of _____, 2021, by _____.

SIGNATURE: _____
PRINT NAME: _____
Notary Public
Certified in _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted by:
Abbie Hawley
Olson, Bzdok & Howard
420 East Front Street
Traverse City, MI 49686

When recorded return to:
Yarrow Brown, Housing North
P.O. Box 506
Traverse City, Michigan 49685

EXHIBIT A
LEGAL DESCRIPTION

Land located in the City of Petoskey, Emmet County, Michigan:

DRAFT



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

AGENDA SUBJECT: Discussion and Possible Approval of a Contract to Partially Fund a Full-Time Housing Coordinator Position through Housing North

RECOMMENDATION: That the City Council discuss with possible approval

Background At the May 17, 2021 Council meeting, a majority of Councilmembers directed City staff to work with Housing North representatives on a contract to partially fund a full-time regional housing coordinator for roughly 2 ½ years. See enclosed draft contract that has been reviewed by the City Attorney.

Contract highlights include the following:

- The housing coordinator would be employed directly by Housing North and work for participating townships and cities as an independent contractor. Cities or townships would not be responsible for any state or federal income tax withholdings.
- The contract would expire on December 31, 2023 and could be terminated by either the City or Housing North with at least 30-days notice.
- There is a contract stipulation whereby the City Manager could approve additional services subject to budgetary controls of the City. The City Manager does not anticipate contributing additional funds to Housing North.
- City would contribute \$5,000 in 2021, \$10,000 in 2022 and \$10,000 in 2023 for a total contribution of \$25,000 over roughly 30 months.

Housing North is seeking funding from other governmental agencies including: City of Harbor Springs (committed to funding for 3 years); Bear Creek Township (no commitment at this time); Resort Township (no commitment at this time); Little Traverse Township (no commitment at this time); West Traverse Township (no commitment at this time); and Emmet County (Request for funding withdrawn. Emmet County is holding their housing planning meeting in August. At that time, the County hopes to develop their strategy for addressing housing issues that may, or may not, include funding a full-time regional housing coordinator position through Housing North.)

Funding for the housing coordinator position would be consistent with Goal Six of the City's adopted Action Plan to "promote affordable/workforce housing within the community."

Action The lack of affordable/workforce housing is a regional issue that needs a regional, unified approach-the housing issue should not be addressed through individual efforts of townships, cities and the County. Increasing housing inventory in the area will require a housing coordinator working with multiple levels of government to coordinate housing initiatives across many jurisdictional boundaries.

To this end, having both townships and cities fund a regional housing coordinator through Housing North is thought to be the most equitable, economical and effective manner to promote more housing in the area. Nevertheless, the City of Petoskey should not shoulder the financial burden of this position solely but be one of many participating local governments.

If Council is supportive of participating in funding a regional housing coordinator position through Housing North, Council may consider one of the following motions:

- Approve the Contractual Agreement between Housing North and the City of Petoskey to partially fund a full-time housing coordinator position.
- Approve the Contractual Agreement between Housing North and the City of Petoskey to partially fund a full-time housing coordinator position contingent upon solidifying funding from Bear Creek Township, Resort Township, Little Traverse Township, West Traverse Township and Emmet County.
- Table the item until more is known about which governments in Emmet County will be participating financially.

rs
Enclosure

Contract Number: _____

Contractual Agreement

Between

City of Petoskey
101 E. Lake St.
Petoskey, MI 49770

And

Housing North
PO Box 1434
Traverse City, MI 49685

This Contract, designated Number _____ is made and entered into by and between the City of Petoskey, 101 E. Lake St., Petoskey, MI, hereinafter referred to as THE CITY and Housing North, PO Box 1434, Traverse City, MI 49685, hereinafter referred to as HN.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to establish formal terms related to technical assistance provided by HN to THE CITY for the purposes of providing Housing Ready Program services.

II. SCOPE OF WORK

HN agrees to perform the functions set forth in Attachment A, hereinafter referred to as "The Project" and comply fully with subsequent revisions and modifications.

III. PERIOD OF PERFORMANCE

The CONTRACTOR shall commence performance of this Contract on June 1, 2021, and shall complete said performance on Dec. 31, 2023.

IV. STIPULATIONS

1. HN is performing Housing Ready Program services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of THE CITY. As a result of the organization's status as an independent contractor, THE CITY shall not withhold FICA (Social Security and Medicare taxes) from HN's payments or make FICA payments on HN's behalf or make state or federal unemployment compensation contributions on HN's behalf, or withhold state or federal income tax from HN's payments.

HN shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if HN is not a company, self-employment (Social Security) taxes. On demand, HN shall provide THE CITY with proof that such payments have been made.

2. In its capacity as an independent contractor, HN agrees to and represents the following:
 - HN has the right and does fully intend to perform services for third parties during the term of this Agreement.
 - HN has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
 - HN is not receiving any training from THE CITY in the professional skills necessary to perform the services required by this Agreement. HN is relying on its own judgment.
 - HN is not required by THE CITY to devote full time to the performance of the services required by this Agreement.
 - HN does not receive the majority of its annual compensation from THE CITY.

The parties acknowledge and agree that THE CITY is entering into this Agreement with reliance on the representations made by HN relative to its independent contractor status.

3. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary.
4. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
5. Entire Agreement: The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, among the parties.
6. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and This Agreement shall be construed as if such invalid or unenforceable provision were omitted.

V. COMPENSATION

THE CITY agrees to pay HN as compensation for all costs, work performed and services provided under this Agreement for up to 30 months; with total payment under contract not to exceed \$5,000 in 2021, \$10,000 in 2022, and \$10,000 in 2023. Should additional services be required, the CITY Manager shall solely be permitted to raise this cap subject to budgetary controls of THE CITY. HN is not authorized to make any purchases or charge any expenditures to THE CITY without prior written approval of the CITY Manager or his/her authorized representative. Services shall be billed monthly and payment is due upon receipt of any invoice.

VI. TERMINATION

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.
2. If either party terminates this Contract, HN will be reimbursed for all hours worked and costs incurred up to receipt date of said effective termination date. THE COUNTY will receive the work product produced by HN under this Contract up to the effective date of termination, prior to HN being reimbursed. In no case will the compensation paid to HN for partial completion of services exceed the amount HN would have received had the services been completed in full.

VII. INDEMNIFICATION

HN, at its sole cost and expense, shall indemnify, defend, and hold harmless THE CITY, its employees, agents, and representatives, for any act or omission of HN, resulting in harm, injury, or damage to any person or property, arising out of the work performed, materials furnished or serviced provided under this Agreement by HN or its agents. In addition, HN agrees to name THE CITY as an additional insured on its general liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT

FOR THE CITY OF PETOSKEY

John Murphy
Mayor

Date

Al Terry
City Clerk

Date

FOR HOUSING NORTH

Kelly Smith
President

Date

Attachment A

SCOPE OF WORK

Housing North staff will provide professional services to the City of Petoskey and other communities in Emmet County to conduct the following activities:

- *Coordinate and convene local housing networks and partners.* Coordinate meetings, agendas, and follow-up for local housing networks, ensuring participation from and coordination with existing housing partners and initiatives.
- *Develop and implement local work plans.* Work with the staffs of the local units of government and local housing networks to implement local goals for zoning change, advocacy, and resource development.
- *Raise awareness.* Participate in and promote the Homes for Our Future awareness campaign to businesses, local government, and other citizens.
- *Advocate locally.* Provide assistance in completing, a “Housing Ready” Checklist.
- *Identify key development sites.* Develop a database of sites and potential incentives.
- *Identify local resources for development.* Develop a database of potential investors and development partners.
- *Coordinate development partners and resources.* Provide assistance to developers and development partners including public officials, lenders, investors, and nonprofits in planning, funding, and advocating for housing development that meets local goals with activities including:
 - Third-party site plan review and/or financial review of major development proposals on behalf of local communities to assist with financial need or local development support in the form of tax abatement, infrastructure investments, land bank or brownfield incentives, or related opportunities for public-private partnerships.
 - Collaboration with local, regional and federal non-profits seeking to build, finance and market subsidized housing within the defined context of the local community.
 - Act as a single point of contact for information, tools, and partner resources for housing development and initiatives at the local level.
 - Work with partners to create new financing vehicles.



BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

AGENDA SUBJECT: Consideration to Approve a Resolution Adopting a Collective Bargaining Agreement between the City of Petoskey and FOPLC Public Safety Officers

RECOMMENDATION: That City Council adopt the enclosed proposed resolution approving the union contract

Background After months of discussions with the Fraternal Order of Police Labor Council (FOPLC)-Public Safety Officer's Division, City staff and union representatives negotiated a tentative agreement on the expired union contract. On April 29, 2021, public safety officers voted in favor of the tentative agreement by a 10-4 vote. Since that time, City staff and the FOPLC Business Agent have finalized the enclosed proposed collective bargaining agreement for Council's consideration.

Proposed changes to the new contract include the following:

- Senior Officer Compensation of an extra \$2 per hour for the entire 12-hour shift when working more than 6 hours of a shift without a supervisor on duty. Overall, City costs is estimated at \$3,000 annually. See Section 8.7 Senior Officer Compensation.
- Increase from 75 hours to 96 hours the amount an employee can bank for compensatory time. See Section 8.8 Compensatory Time.
- Changes to the process for Shift Bidding reducing increments to bid on throughout the year from 5 to 4, or quarterly. See Section 8.10.
- Additional language addressing short-term leave for new employees and the conditions under which short-term leave can be utilized. See Section 9.3.
- Changes to how personal time off can be used to be consistent with vacation time and floating holidays. See Section 9.4.
- Annual increase of City compensation for Uniforms and Equipment from \$250 to \$350. See Section 12.1 Uniforms.
- Change to language pertaining to City selecting physicians for employee physical fitness exams. See Section 13.1.
- Updating language under 15.1 Medical and Hospitalization Insurance.
- Language regarding public safety officer's participation in a Health Care Savings Plan through MMERS. No economic impact to the City. See Section 15.11.
- All new public safety employees will be on a defined contribution plan with the City paying the sum of 5% of employee wages into a MMERS Defined Contribution (DC) Plan with the City matching employee contributions up to an additional 5% for a total maximum City contribution of 10%. With the employee's 5% contribution, a total of 15% would be earmarked into the DC Plan for each new public safety officer. (Current DC Plan contributions for the other three employee divisions amount to a City contribution of 3%, another 2% employee match for a total City contribution of 5%. With an employee match of 2%, a total of 7% is contributed to the current DC Plan.) See Section 16.1 Pension Plan.

- Phone stipend of \$250 annually for each officer to pay for a portion of their cell phone costs. Slight net savings to City as the City will no longer be required to equip patrol vehicles with City cell phones. See Section 17.9 Phone Stipend.
- Wage increases for the three-year contract are 3%, 3% and 3%. See Appendix A-Classifications and Wage Rates.

It is important to note, the 10% maximum City contributions to a DC plan will be less than the City's payroll contributions on the current DB plans. Eventually, the City will also not be at the mercy of ever-changing MMERS assumptions (length of amortization duration, increase in employee life spans and reductions in MMERS return on investment rates) requiring the City to contribute millions of dollars to the MMERS Unfunded Accrued Liability (UAL). New employees will be responsible to manage their DC Plans accordingly with the City solely obligated to make the 10% contribution.

Action If Council is supportive of the proposed Collective Bargaining Agreement, a motion can be made to approve the enclosed resolution adopting the 2021-2023 FOPLC Public Safety Officers Contract.

rs
Enclosures



City of Petoskey

Resolution

WHEREAS, certain Department of Public Safety Officers unionized staff members are represented by the Fraternal Order of Police Labor Council (FOPLC); and

WHEREAS, City and bargaining unit representatives negotiated provisions of a proposed agreement for the Public Safety Officers Division; and

WHEREAS, the City Manager now has reported that an agreement has been reached with the FOPLC Public Safety Officers Division for the period of January 1, 2021– December 31, 2023:

NOW, THEREFORE, BE IT RESOLVED that the City Manager and Public Safety Director are hereby directed to execute on behalf of the City an employment agreement with the Department of Public Safety Officers Division who are represented by the Fraternal Order of Police Labor Council.

AGREEMENT

Covering full-time, non-supervisory Department of Public Safety Employees)

Between

CITY OF PETOSKEY

And

FOPLC

For the period from January 1, 2021 through December 31, 2023
(Effective on June 7, 2021)

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AGREEMENT

AN AGREEMENT, made this 7th day of June, 2021, with an effective date of January 1, 2021, by and between the CITY OF PETOSKEY, hereinafter referred to as the "Employer" and the FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "FOPLC" or "Union."

RECOGNITION

Section 1.1 Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the FOPLC as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for those employees within the City's Department of Public Safety with the classification title of "Full Time Public Safety Officer," and excluding all other departmental personnel with different classification titles.

OPEN SHOP AND DUES CHECKOFF

Section 2.1 Dues Deductions. The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

- A. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms.
- B. Check-off authorization forms shall be filed with the Employer's Director of Human Resources. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of:

Fraternal Order of Police Labor Council
1457 East 12 Mile Road
Madison Heights, Michigan 48071

It is the responsibility of the Labor Council to promptly notify the Employers Payroll Office of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.

- C. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employers Payroll Office within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

- D. The Union shall provide at least 30 days written notice to the Employers Payroll Office of the amount of Union dues and representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employers Payroll Office at least 30 days prior to its implementation.
- E. An employee wishing to have Union dues/fees deducted from his/her paycheck shall provide a signed/written payroll deduction authorization form/card to the City.

Section 2.2 Save Harmless. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, or representation fees or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

During the term of this Agreement it is the express intent of the Employers and the Union to follow the law as currently defined by the United States Supreme Court decision of *Janus v. AFSCME*, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

REPRESENTATION

Section 3.1 Steward. The Employer agrees to recognize a steward and assistant steward selected by the FOPLC from members of the collective bargaining unit, provided: (1) That the steward is a non-probationary employee, and (2) That the City has received written notification from the Union as to the name of the steward and assistant steward selected. The duties of the steward and assistant steward shall be to represent employees in accordance with the grievance procedure established in this Agreement and to receive and transmit official communications between the FOPLC and the Employer.

Section 3.2 Union Access. A non-employee Union representative may consult with employees in the assembly area before the start of each work shift or at the end thereof. Before entering the assembly area, notification shall be given to the Director of Public Safety or the Director's designee.

Section 3.3 Lost Time. The Employer agrees to compensate the steward for all reasonable time lost from the employee's regular schedule of work while processing a grievance in accordance with the grievance procedure or while attending a special conference or negotiations with Employer representatives. It is understood that the time and place of meetings and the number of representatives attending these meeting shall be agreed upon in advance. All meetings or use of other time related to union activities must be requested in writing to, and approved by the Director or his/her designee, allowing not less than 48 hours for scheduling. The Employer reserves the right to revoke this benefit in whole or in part if it is abused.

MANAGEMENT RIGHTS

Section 4.1 Management Rights. The City hereby retains and reserves unto itself all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the United States and the State of Michigan and the laws and Charter of the City of Petoskey. Among the rights of management, included only by way of illustration and not

by way of limitation, is the right to determine all matters pertaining to the City's services to be furnished and the methods, procedures, means, personnel, equipment, and machines to provide such services; to determine the organizational structures of all the City's offices and departments and their various divisions; to determine the size of the City's workforce and to increase and decrease the numbers of employees retained; to hire new City employees; to determine the nature and number of City facilities and their locations; to adopt, modify, change, or alter budgets; to establish classifications of work; to determine the skills required of employees; to combine or reorganize any part or all of the City's operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's organization or its facilities; to enter into contracts with private persons or corporations or with other public agencies for the undertaking of any project or for the provision of any product or service; to direct the City's workforce; to assign work within the Department of Public Safety or any office or department of the City and to determine the location of work assignments and related work to be performed; to determine the numbers of employees to be assigned to the City's operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the numbers of supervisors; to make judgments regarding skills and abilities and the qualifications and competencies of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The City shall also have the right to suspend, discipline, or discharge employees for just cause; to transfer, layoff, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this agreement, provided, however, that these rights shall not be exercised in violation of any specific provision of this agreement. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this agreement, all of the rights, powers, and authority possessed by the City prior to the signing of this agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Definition of Grievance. A grievance shall be a complaint by an employee concerning the application and interpretation of this written Agreement.

Section 5.2 Grievance Procedure. All grievances shall be processed in the following manner:

- Step 1. An employee with a complaint shall discuss the matter with the officer in charge or the Director of Public Safety. If requested, an employee may have the employee's steward present. If the complaint is not satisfactorily settled, the employee shall reduce the complaint to writing on the grievance form by listing the sections of the Agreement alleged to have been violated, sign the grievance and submit it to the Director within seven (7) calendar days from the events which caused the complaint. The Director shall place an answer on the grievance form and return it to the employee within seven (7) calendar days after receipt.

Step 2. If the employee is not satisfied with the Director of Public Safety's answer, the employee may appeal the decision by submitting the written grievance to the City Manager within five (5) calendar days. The employee and the steward shall discuss the grievance with designated representatives of the City Manager within five (5) calendar days. The City Manager shall place an answer on the grievance and return it to the steward within fourteen (14) calendar days after its receipt.

Step 3. The Union may appeal the Employer's decision to arbitration on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within twenty (20) calendar days after receipt of the City Managers answer.

Section 5.3 Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternatively striking a name from a panel of arbitrators submitted by the Michigan Employment Relations Commission (MERC). The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

Section 5.4 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and the arbitrator shall be governed at all times wholly by the terms of this Agreement. The Arbitrator shall have no power or Authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the City, and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds the arbitrator's jurisdiction as provided in this Agreement. Any award of the arbitrator on a grievance involving a continuing violation shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.5 Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union fails to follow the time limits, the grievance shall be considered settled. If the City fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon written notice. The time limits may be extended by mutual agreement of the parties in writing.

PROHIBITION

Section 6.1 No Strike. During the term of this Agreement or any extensions thereof, the Union agrees that there will be no strikes, sit-downs, slowdowns, stoppages of work, boycotts, picketing of City property or equipment, or any other interference with the normal operations

of the City, nor will there be any observation of or refusal to cross any picket line which may be established at or near the City's property or equipment whether said picket line has been established by the Union or by any other organization.

Section 6.2 Breach. If a strike or other action occurs as prohibited in Section 6.1 of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs. It is specifically understood and agreed that the City shall have the authority to discharge or discipline any employee who is engaged in a strike or other prohibited conduct as set forth in Section 6.1 of this Agreement.

Section 6.3 No Lockout. During the term of this Agreement or any extensions thereof, the City agrees that there will be no lockouts, except that this provision shall not apply in the event a strike or other action occurs as prohibited in Section 6.1 of this Agreement.

SENIORITY

Section 7.1 Seniority Definition. Seniority shall be defined to mean that length of the employee's service with the Employer in the Department of Public Safety commencing from the last date of hire. The application of seniority shall be limited to the references recited in this Agreement.

Section 7.2 Probationary Period. When hired, all employees shall be considered probationary employees for a period of three (3) years, provided however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the Employer at any time without regard and without recourse to this Agreement. The employee shall, however, be cross-trained as a law-enforcement officer, firefighter, and emergency-medical technician within three (3) years of the employee's date of employment. The Employer shall provide opportunities to employees to obtain training to receive certifications in these vocations as issued by the State of Michigan. Should such employee fail or refuse the cross-training, it shall be grounds for administrative action up to and including termination. All reasonable expenses incurred by the employee during the training shall be paid by the Employer.

Section 7.3 Seniority List. The Employer shall maintain a roster of employees arranged according to seniority by classification and seniority date and shall furnish a copy to the Union the first month of each year or as soon thereafter as is practicable.

Section 7.4 Loss of Seniority. An employee shall lose his/her seniority if the employee:

- (a) Resigns or quits;
- (b) Is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein;
- (c) Retires;

- (d) Has been laid off for a period equal to his seniority at the time of the employee's layoff or two (2) years, whichever is lesser; or
- (e) Is absent from work including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without written notice given the Employer or the Employer's designee, coupled with the Employer's written permission.

Section 7.5 Layoff and Recall.

- (a) The first employee to be laid off shall be the probationary employee and thereafter the employee with the least seniority in the classification, provided however, the employees with the greater seniority have the experience, qualifications and present ability to perform the required work.
- (b) Recall to work following a layoff shall be in order of seniority in the classification, provided that the employee has the experience, qualifications and present ability to perform the required work.
- (c) The City agrees to provide fourteen (14) calendar days' advance notice of a layoff if reasonably possible.

Section 7.6 Educational Opportunities. Seniority will be given consideration in educational opportunities available, but final determination will be at the discretion of the Director of Public Safety.

HOURS OF WORK

Section 8.1 Tour of Duty. A tour of duty shall average two (2) bi-weekly work periods of eighty (80) hours each within a twenty-eight (28) day cycle; however, this shall not be considered as a guarantee of work. Work schedules shall be established by the Employer and posted in advance. Work schedules may be changed by the Employer when required by operating conditions.

Daily-duty shifts shall be twelve (12) hours long, normally from 6:00 A.M. to 6:00 P.M. or from 6:00 P.M. to 6:00 A.M. For hours worked in excess of eighty (80) hours, but not more than eighty-four (84) hours worked during a tour of duty, Employees may select payment at the straight time rate, or use the hours as time off, so long as taking the time off does not result in overtime in the department. Should an intended use of time off result in overtime, at the time requested, the Employee shall not be allowed to take the time off and shall be paid for the hours at the straight time rate.

Section 8.2 Equalization of Overtime. All Public Safety Officers shall be expected to work reasonable amounts of overtime upon request of the Employer. Overtime assignments shall be requested by Public Safety Officers with use of a sign-up sheet. A listing of overtime hours that have been worked by each Public Safety Officer shall be maintained and updated by the Employer on a weekly basis. Overtime hours will be offered to the Public Safety Officer with the least amount of overtime. Said listing shall be renewed on January 1 of each year, with overtime hours assigned in order of seniority.

Section 8.3 Premium Pay. Time and one-half (1-1/2) of an employee's regular straight time hourly rate shall be paid for:

- (a) All work performed by an employee when called to duty on the employee's day off or called back to work after having completed a regularly schedule shift for the day.
- (b) There shall be no pyramiding or duplication of overtime call in or premium pay.

Section 8.4 Call-in. Employees who are called back for any emergency duty or must report back outside normal duty schedule for fire calls, court appearances or depositions, etc., will be paid a minimum of two (2) hours' pay at the rate of time and one-half (1-1/2) of the normal rate, including pay for court appearances that are cancelled, provided that the court had not provided notice of such cancellation by 5:00 P.M. on the last business day preceding the scheduled court hearing. Employees that are called in for duty while on vacation, floating holiday, personal leave time, or compensatory time, shall be credited leave time in an amount consistent with this section in lieu of overtime pay.

Employees called in for emergency duty may be required at the discretion of the director or his designee to remain on duty for the entire two (2) hour period or a portion of the two (2) hour period for which they are being paid under this section and may be required to perform any duties as requested by the Director or his/her designee. The Director or his/her designee, at his/her discretion, may release the employees to leave the station.

Section 8.5 Hourly Rate. An employee's regular straight time hourly rate shall be determined by dividing the employee's annual salary set forth in Appendix "A" by 2,080 hours.

Section 8.6 Wages. Attached hereto and incorporated herein is Appendix "A," Classifications and Wage Rates.

Section 8.7 Senior Officer Compensation. When the Director and no Lieutenant is scheduled to work a specific shift resulting in the Officers working 6 or more hours of their 12-hour shift without a scheduled supervisor, the most senior public safety officer normally assigned to the road patrol and not permanently assigned as the station officer to the main fire station or the Bay Harbor substation shall be designated as the Senior Officer. While working as the Senior Officer, under this provision, the employee's hourly base wage shall be increased by two dollars per hour (\$2/hr.) for all hours worked that shift.

Section 8.8 Compensatory Time. In lieu of premium pay, upon the request of an employee, and upon approval by the Director of Public Safety or the Director of Public Safety's designee, the employee may be allowed time off with pay at the employee's regular straight-time, hourly rate of one and one-half (1-1/2) hours for each hour of overtime worked. At no time shall an Employee's compensatory time bank exceed ninety-six (96) hours. Employees shall be permitted to use no more than 150 hours of compensatory time as leave time per calendar year, that is, January 1 to December 31, annually.

Employees shall not request compensatory-time leaves more than four (4) weeks in advance of the leave time requested, and requests for compensatory-time leave may be turned down if such leave would create the need for the City to pay overtime-wage rates to the substitute for the employee who would be on compensatory-time leave. Once posted within that four-week

period, employee would be guaranteed the compensatory time off, unless that compensatory-leave time created an undue hardship for the City as a result of other, unscheduled leaves that since had occurred as a result of other employees being absent from shifts while receiving workers' compensation or disability benefits.

Notwithstanding the procedure above, the Director shall have the right to approve or deny requests to use compensatory time so as to not interfere with the efficient operation of the Department. Denial of such requests shall not be arbitrary or capricious.

Section 8.9 Training. The parties acknowledge that in order to maintain a fully-trained Department of Public Safety, considerable training of employees will be required. Such training shall include those skills necessary to effectively deliver public-safety services to the citizens of Petoskey as developed and ordered by the Director of Public Safety. Such training shall include, but not be limited to, law enforcement, firefighting, and emergency medical techniques. The City agrees to pay employees at regular rates of pay for all hours spent in such training, including time that is required to travel to and from such training, and at rates one-and-one-half (1-1/2) times the hourly rates of pay for time spent in such training that occurs in excess of regular hours.

Section 8.10 Shift Bidding. Full time Public Safety Officers who have successfully completed their field training will be permitted to bid for a schedule in accordance with this section.

This procedure is superseded by the management rights of the Employer to approve, deny or modify any shift bid request, and to make any necessary changes to ensure proper staffing and maintain operational efficiency, in the sole discretion of the Director of Public Safety. Assignments for coverage under this provision shall be filled by seeking volunteers, then in inverse order of seniority.

The Employer further retains the right to assign officers to shifts for purpose of station coverage or other duties or assignments as determined by the Director of Public Safety, without regard for seniority.

The shifts shall be separated into two scheduled rotations, A and B, consisting of a day shift 6AM – 6PM and a night shift of 6PM- to 6AM.

- Rotation A will cover Monday, Tuesday, Friday, Saturday, Sunday, Wednesday and Thursday.
- Rotation B will cover Sunday, Wednesday, Thursday, Monday, Tuesday, Friday and Saturday.

The shift bids will be conducted annually. Officers may choose either day shift 6AM - 6PM or night shift 6PM – 6AM.

The Shift Bidding process shall be conducted as follows:

1. A shift bid sign-up sheet, consisting of a list of full-time public safety officers in the order of seniority, will be posted from October 1st - November 1st for the following calendar year. Shift bids will be considered based on seniority. Officers may not choose the same

shift (days/nights) more than three times in a calendar year. By order of seniority, each officer is to choose one shift in the calendar year and then pass the shift bid sheet onto the next officer with less seniority. This process shall continue until the bids reach the least senior officer, at which time, the bid sheet shall be given back to the most senior officer to begin the process again until all shifts have been picked by officers. An officer's A or B shift rotation shall be determined by their first pick, requiring them to only pick the same rotation for the remainder of that calendar year. This process begins October 1st and shall be completed no later than November 1st. The employer will post the completed shift picks no later than December 1st.

2. Officers shall make every effort to keep the bid sheet moving towards completion. Officers shall have their selection for their bid made within 12 duty hours of receiving the bid sheet. Each time an officer makes his/her selection, they shall initial and record the date/time it was turned over to the next least senior officer.
3. Once a selection has been made for that officer's turn, an officer cannot change that selection for that period.
4. If an officer is scheduled to be off duty for more than three consecutive days when they are expected to make their selection for that turn on the shift bid sheet, he/she shall designate another officer as their representative so they can record their selection in their absence. The officer shall notify the Union Steward and/or Assistant Steward who they designated as their representative.
5. If an officer fails to make a selection according to the process outlined above, he/she forfeits his/her choice for that turn on the bid sheet. The officer that forfeited that turn on the bid sheet will not be given another bid turn until the bid sheet process returns back to them by order of seniority.
6. If a vacancy in the department causes an opening in the scheduled shifts after the bidding processed has been completed, the vacant slot shall be first offered to the most senior officer and continue in order of seniority until the shift vacancy is filled.
7. The shift calendar shall be divided into four equal portions. These shift changes will occur on a quarterly basis per calendar year, or approximately every 13 weeks.

Section 8.11 Use of Part Time Officers. This section addresses the utilization of part-time public safety officers:

1. The Union recognizes that the Employer has been required to modify its operations as a result of the opening of the new Public Safety Station serving Bay Harbor that became operational in late 2011.
2. Employer may hire part time employees to perform work for the Department of Public Safety, including work of the type that has been previously performed exclusively by members of this bargaining unit at the new Public Safety Station serving Bay Harbor and the Main Station, only if no bargaining unit member accepted the overtime.
3. It is agreed by the Union that the part time positions that are the subject of this agreement shall not be positions in this bargaining unit and that the employees hired by

the City to fill the part time positions shall not be subject to any provision of this Collective Bargaining Agreement.

4. It is agreed by the Employer that the hiring of part time employees will not result in the layoff of any full-time bargaining unit member.
5. It is agreed by the parties that the Employer will create a schedule for the part time employees that is separate and distinct from the schedule for bargaining unit members. The bargaining unit schedule will be posted as set forth in Section 8.1 of the Collective Bargaining Agreement. In the event a bargaining unit shift becomes vacant resulting in the need for overtime, the employer will first attempt to fill the vacant shift by offering it to bargaining unit members. If no bargaining unit member accepts the shift, the Employer may fill the vacant shift using a part time employee. This agreement specifically modifies the overtime provisions of Section 8.2.
6. The part time schedule will be created by the Director. In the event that a scheduled part time shift becomes vacant, the Employer will first attempt to fill the vacant shift by offering it to a part time employee. If the shift cannot be filled using a part time employee, the Employer may offer the shift to bargaining unit members.

LEAVES OF ABSENCE

Section 9.1 Seniority Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, short-term leave and long-term accident-illness leave, and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.2 Extended and Personal Leave. Extended medical leave will be granted upon written request from the employee for illness or injury, subject to the Employer's right to require medical proof of disability.

A personal leave of absence may be granted at the discretion of and upon approval by the Employer. A request for a personal leave shall be in writing stating the reason for such leave. Leaves granted under this section shall be without pay and will not be granted until an employee has exhausted his/her accumulated leave benefits. An employee may be on such leave for a period of not more than twelve (12) months or the length of his/her seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed.

Except for leaves of absences covered under the Federal Family and Medical Leave Act, an employee on such leave shall be responsible for payment of his/her health, and life and accidental death and dismemberment, dental, and optical insurance coverage beginning thirty (30) days after the employee has exhausted all accumulated leave time and is no longer on the active payroll.

Section 9.3 Short-term Leave and Long-term Accident-Illness Insurance. On December 1 of each year each employee shall be given fifty-six (56) hours of short-term leave time that may be used for illness or non-illness reasons. New Employees will receive a pro-rated number of leave hours based upon the remainder of the plan year or 40 hours, whichever is greater. Leave under this Section is intended to satisfy the requirements of the Michigan Paid Medical

Leave Act and may be used for all purposes permitted under the Act.

Once granted, short term leave must be taken as short-term leave. An employee may cancel a request for short term leave no later than 72 hours before the leave is scheduled to begin, and work the scheduled shift at the normal rate of pay.

In addition, the Employer shall provide a lost-income insurance program for non-work-related illness or injury within the following minimum coverages:

- (a) Up to twenty-six (26) weeks of coverage per illness or injury in any calendar year;
- (b) Disability benefit in an amount of sixty-six and two-thirds percent (66-2/3%) of the employee's gross weekly wage, not to exceed one-thousand dollars (\$1,000) per week; and
- (c) Disability benefit to be effective beginning the seventh consecutive calendar day of illness or the first full day of injury.

The Employer shall continue to pay the cost of the employee's health, life, and optical dental insurance coverages while the employee is receiving disability payments under the insurance plan. At the first full pay period in December or by December 15 of each year, the Employer shall pay each employee for all unused short-term leave time from the preceding year beginning the previous December 1 not to exceed fifty-six (56) hours. Such payment shall be by separate check and at the employee's regular base rate of pay. Employees may not bank short-term leave time, and may not convert leave time to compensatory time.

Section 9.4 Personal Days. Employees may take twenty-four (24) hours of personal time off per calendar year (such leave also is commonly referred to as "floating holidays"). Personal days shall be requested in writing, and approval shall be subject to personnel needs of the department. Once granted, PTO leave must be taken as PTO leave. An employee may cancel a request for PTO leave no later than 72 hours before the leave is scheduled to begin, and work the scheduled shift at the normal rate of pay.

Section 9.5 Workers' Compensation. In the event an employee sustains an injury compensable by workers' compensation, the City will supplement workers' compensation payments to provide normal or usual pay for six (6) months.

Section 9.6 Jury Duty Leave. An employee summoned by the Court to serve as a juror shall be given a jury leave of absence for a period of the employee's jury duty. For each day that an employee serves as a juror when the employee would have otherwise worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee receives from the Court, including mileage, up to a maximum of two hundred forty (240) hours per year.

Section 9.7 Funeral Leave. When death occurs in an employee's immediate family, the employee, upon request, shall be excused with pay for up to three (3) normally scheduled working days within 7 days immediately following the date of death. For out-of-state funerals, employees shall be excused for up to two (2) additional work days with pay. Immediate family shall be defined as an employee's spouse, children, parent, brother, sister, grandparent,

grandchildren, aunt, uncle, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother, step-children, or member of the employee's family living in the employee's household. Time off will be granted to attend the funeral of an employee's relative, other than immediate family. This time may be without pay or may be, at the employee's option, charged against any accumulated sick-leave time.

Section 9.8 Military Leave. The re-employment rights of employees who have served in the military services of the United States shall be in accordance with the Uniformed Services Employment and Re-employment Rights Act.

HOLIDAYS

Section 10.1 Holidays. The following days shall be recognized holidays:

New Year's Day (January 1)	Thanksgiving Day
Memorial Day (Monday observed)	Thanksgiving Friday
Independence Day (July 4)	Christmas Eve (December 24)
Labor Day	Christmas Day (December 25)

Section 10.2 Holiday Pay Eligibility. In order to be eligible for holiday pay, an employee must have worked the employee's last regularly scheduled work day immediately before and immediately after the holiday unless the employee is off duty due to approved leaves that would include vacation, personal, funeral, or compensatory.

Section 10.3 Holiday Pay. Each eligible employee shall receive eight (8) hours of pay at the employee's regular straight-time hourly rate for each recognized holiday. In addition to holiday pay, time and one half (1-1/2) shall be paid for hours of work during a regular scheduled shift on the holiday and double time (2) shall be paid for all work in excess of hours of work in the regular scheduled shift.

VACATIONS

Section 11.1 Vacation Benefits. The schedule of vacation leave time for years of service is as follows:

1/2 year of service:	40 hours
2 years of service:	80 hours
7 years of service:	120 hours
12 years of service:	160 hours

Section 11.2 Vacation Pay. Vacation benefits will be at the employee's regular rate at the time of eligibility. Eligibility will be determined using the employee's anniversary date of hire. Vacation benefits shall be calculated annually on January 1 for each vacation year. In a year when an employee's service time results in an increase in vacation eligibility, the additional vacation benefit for that year will be calculated on a prorated basis, and the additional prorated vacation time must be used in that calendar year. An employee who works less than 1,800 hours during the employee's anniversary year shall receive vacation leave and pay based on a pro rata formula on the basis of the employee's hours actually worked. For purposes of vacation eligibility, time off from duty for paid vacation and paid sick leave shall be considered as hours worked.

Section 11.3 Vacation Scheduling. Each year, the Employer shall post a vacation schedule on December 1 listing employees' names, seniority and employment anniversary dates. Vacations shall be granted as follows:

- (a) Vacation leave requests must be posted between December 1 and February 1.
 - (1) Vacation time preference for those requests made on or prior to February 1 shall be granted according to employment seniority.
 - (2) Vacation approvals pursuant to this provision will be posted by February 15.
- (b) Any employee who fails to post the employee's vacation time preference by February 1 of each year shall lose the right to exercise seniority privilege for that year, and all requests after February 1 will be considered for approval on a first-request basis.
- (c) Once vacation leave is granted, it may not be revoked except pursuant to paragraph (f) below. Once granted, vacation leave must be taken as vacation leave. An employee may cancel a requested vacation no later than 72 hours before the vacation is scheduled to begin, and work the scheduled shift at the normal rate of pay.
- (d) Employees may split their accrued vacation leave, but seniority privilege shall apply only to one (1) period of the split vacation.
- (e) During the months of June, July, and August, unless otherwise approved by the Director of Public Safety, only a two (2) week maximum vacation period shall be permitted for any one employee.
- (f) Notwithstanding the procedure set forth above, the Director shall have the right to rescind or deny any request for vacation leave due to exigent or emergency circumstances (the creation of overtime shall not be considered exigent or emergency circumstances). Vacation approval will not be unreasonably withheld.
- (g) For the duration of this agreement, the employees will be permitted to carry over up to 40 hours of accumulated vacation time into the next calendar year. Any vacation time carried over in this manner must be used on or before March 1 of the next calendar year, or will be forfeited.

- (1) The parties agree that this carry over provision may be rescinded by the Employer in the event it is determined that allowing the carryover of vacation poses an undue hardship on the Employer. The Union will be given notice of the rescission, and any vacations already scheduled when the rescission occurs will be permitted.

UNIFORMS AND EQUIPMENT

Section 12.1 Uniforms. The City shall continue to provide uniforms for employees and shall continue to pay cleaning bills for those uniforms on a monthly basis in accordance with rules established by the City. Shoes/boots worn with uniforms, and all other equipment purchased by employees shall be approved by the Director of Public Safety. Each year while this agreement is in effect, the Employer will pay each employee three hundred fifty dollars (\$350) on the first payday in July in the form of a separate check from the employee's regular payroll check.

Section 12.2 Ownership of Property. All uniforms, pistols, and equipment furnished by the City shall remain the property of the City and shall be delivered to the City upon an employee's retirement or the termination of employment.

Section 12.3 Safety Glasses. Employees who normally wear eyeglasses on duty shall be required to wear safety glasses. The City will pay one-half the cost of required glasses (lens and/or frame), but employees shall pay the cost of the examination.

PHYSICAL REQUIREMENTS

Section 13.1 Physical Fitness. Because physical fitness and conditioning are particularly important for public safety operations, employees, as a condition for continued employment, may be required to undergo physical examination on a yearly basis. Exams will be by physicians selected by the City at City expense. Employees shall be required to meet physical requirements reasonably related to the ability to meet the physical demands of all public safety duties. The Employer will provide three (3) hours of compensatory-leave time per pay period for physical-fitness activities.

Section 13.2 Medical Examination. The Employer reserves the right to suspend or discharge employees who are not medically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, the employee may, at the employee's own expense, obtain a physical examination from a medical doctor of the employee's choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the employee shall give the employee a physical examination. The fee charged by the third doctor shall be shared by the Employer and employee and that doctor's findings shall be binding on the employee, Employer, and the Union. The Employer shall attempt, but shall not be bound, to place the employee in another position with the City, provided that the employee meets the qualifications for such position as may be available, and is physically and mentally able to perform such job.

DISCIPLINARY PROCEDURE

Section 14.1 Just Cause. The Employer agrees that all discipline shall be for just cause. Minor offenses, those punishable by oral or written reprimand, shall be treated with progressive discipline so that an employee will have the opportunity to correct the employee's conduct. However, the Union acknowledges that Public Safety Officers have a public duty to conduct themselves in a manner that will not bring discredit upon the City or department. Major offenses shall be defined as any violation of any department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. Penalties for major offenses shall be given in writing stating the infractions. Disciplinary actions shall be administered uniformly. Disciplinary action shall be removed from an employee's personnel file and destroyed after a period of two (2) years provided that the employee maintains an infraction-free record during such two (2) year period. Any employee who is to receive a disciplinary suspension or discharge may have the employee's steward present.

Section 14.2 Waiver. In consideration of the arbitration procedure provided herein, an employee who has a disciplinary grievance submitted to arbitration hereby waives, on behalf of the employee and the Union, the right to participate in any other hearing provided by the City Charter, Civil Service, or Veterans' Preference. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forums.

INSURANCES

Section 15.1 Medical and Hospitalization Insurance. Effective January 1, 2021, the City will make available a high-deductible insurance plan for employees and employees' dependents. In addition, the Employer will consider other health care alternatives proposed by the employees or the Union, however, the Employer retains the right to refuse to offer any plan that does not provide adequate benefits for the employees, or results in excessive or undue administration by the Employer. The City's participation in payment for health care benefits, including medical, dental and optical benefits, shall be limited to the payment of premiums only, and shall be capped at the dollar amounts for single, couple or family benefit limits as determined annually by the Michigan Department of Treasury pursuant to PA 152 of 2011, and shall be adjusted annually while this Agreement is in effect.

In the event the premiums to be paid by the Employer are less than the cap amounts, the Employer will deposit the applicable difference between the premium and the cap into the employees' health savings account.

The City's payments will begin on the first day of eligibility in monthly increments toward the Employee's health care premiums. Employees shall pay the balance of all health care costs, including premiums, deductibles, co-pays and contributions to their health savings accounts. The Employee portion of health care premiums, if applicable, shall be deducted from the employee's bi-weekly pay.

The City shall commence payment of its portion of the insurance premiums in accordance with its established policy and all City paid premium percentages shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or on a leave of absence. The City will continue its portion of premium payments during a medical leave for up to 12 weeks provided that the Employee is eligible under FMLA and the employee's

premium payments are made. Health insurance may also be continued in accordance with COBRA upon the employee's payment of the required total premiums.

Employees who have the ability to obtain medical and hospitalization insurance from another source, may decline such coverage by the City, and the City shall reimburse employees who elect not to participate in the City's program in an amount equal to 50% of the cap for single-person coverage pursuant to PA 152.

Section 15.2 Lost-Income Insurance. The City shall provide lost-income insurance in conjunction with the short term leave program for non-work related illness and injury for minimums of up to twenty-six (26) weeks of coverage per illness or injury in any calendar year with such disability benefit in the amount of sixty-six and two-thirds percent (66-2/3%) of the employee's gross weekly wage, not to exceed one-thousand dollars (\$1,000) per week. Such disability benefits shall become effective with the seventh (7th) consecutive calendar day of illness or the first (1st) day of injury.

Section 15.3 Workers' Compensation Insurance. The City shall provide workers' compensation coverage to all employees at no cost to employees.

Section 15.4 Dental Insurance. The City shall provide employees the same dental insurance benefit as provided to the City's non-unionized employees.

Section 15.5 Optical Insurance. The City shall provide employees the same optical insurance benefit as provided to the City's non-unionized employees.

Section 15.6 Life and Accidental Death-Dismemberment Insurance. The City shall provide, at the City's expense, term life insurance coverage inclusive of accidental death and dismemberment benefits, in the amount of fifty-thousand dollars (\$50,000).

Section 15.7 Coverage During Short Term Leave. The City shall continue to pay its share of the costs of employees' health, life and accidental death and dismemberment, dental, and optical insurance coverages while employees are receiving disability benefits under the short term leave insurance plan.

Section 15.8 Coverage During Workers' Compensation Leave. The City shall continue to pay its share of the costs of the employees' health, life and accidental death and dismemberment, dental, and optical insurance coverages while employees are receiving disability benefits under the workers' compensation program for a maximum of twenty-four (24) months.

Section 15.9 Coverage During Layoff. When employees are laid off, the City will pay its share of the next two (2) monthly premiums for health, life and accidental death and dismemberment, dental, and optical insurance coverages. Employees shall be responsible for costs of coverages beyond two (2) payments in accordance with provisions of the Federal Consolidated Omnibus Budget Reconciliation Act, as amended.

Section 15.10 Changes in Providers. The City shall have the right to change insurance providers if there is no decrease in benefits. The City shall give notice of such changes prior to implementation.

Section 15.11 Health Care Savings Plan. The employer agrees to allow and assist in administering an employee sponsored automatic withdrawal program to establish and maintain a Health Care Savings Plan (HCSP) through MERS.

This Health Care Savings Plan is separate from the High Deductible Health Savings Accounts available to employees for the purpose of medical/dental/optical costs while still employed.

Subject to union approval and direction, each employee within this bargaining unit shall participate in the HCSP with a mandatory contribution of 3% of their gross earnings, which shall be deducted each pay period for the duration of this contract.

Employees may also make additional voluntary contribution into their HCSP. Employees choosing to voluntarily participate shall notify the payroll clerk within 15 days after the program becomes active. Thereafter, employees may elect to make voluntary contributions annually by notifying the payroll clerk during the month of December for the next calendar year. Once an employee makes an election, it shall continue unchanged for the remainder of the calendar year.

RETIREMENT

Section 16.1 Pension Plan. Employees hired prior to January 1, 2012 shall be covered under the Michigan Municipal Employees' Retirement System (MMERS) Plan B-4, inclusive of the F50/25 and FAC3 riders. These employees shall pay four-and one-half percent (4.5%) of their wages toward the retirement plan.

Employees hired on or after January 1, 2012 and prior to May 1, 2021, shall be covered under the Michigan Municipal Employees' Retirement System (MMERS) Plan B-2, inclusive of the F50/25 and FAC3 riders. The Employer shall pay the full cost of this retirement coverage.

All employees hired after May 1, 2021 shall be enrolled in the MMERS Defined Contribution Retirement Plan. Once enrolled, the Employer shall pay into each employee's individual contribution plan account on a bi-weekly basis a sum equal to five percent (5%) of the employee's base wage and overtime for that pay period. Employees may contribute into the Defined Contribution Plan and the Employer will match contributions made by the employee up to five percent (5%), resulting in a maximum total contribution by the Employer of ten percent (10%) of wages. Vesting in the plan (as it relates to the Employer's contribution) shall be as follows:

Completion of one year of service	25%
Completion of 2 years of service	50%
Completion of 3 years of service	75%
Completion of 4 years of service	100%

Section 16.2 Deferred Compensation. The City shall offer those employees who request it the opportunity to participate in the International City/County Management Association's Retirement Corporation, a deferred compensation program for municipal employees permitting employees to defer a portion of their salaries. Contributions shall be made only by the employee.

MISCELLANEOUS

Section 17.1 Public Safety Concept. All employees covered by this Agreement acknowledge and pledge their support of the concept of combined police, fire, and emergency-medical services and their commitment to the Employer's goal of maintaining a service-integrated and cross-trained Department of Public Safety, and agree to obtain and maintain certifications as are issued by the State of Michigan for proficiency in law enforcement, firefighting and emergency-medical techniques. The City shall be responsible for costs associated with obtaining and maintaining such certifications. Employees further recognize that the City Manager's decision in 1988 to establish a Department of Public Safety was to provide enhancements and efficiencies in services, as well as long-range operating economies through future cost avoidance. Employees, therefore, certify their understanding that the Employer must consider cost benefits and that, while the Employer will recognize that employees deserve consideration of their individual achievements in obtaining and maintaining certifications within the various public-safety vocational disciplines, employees recognize that such consideration must remain economically viable for the Employer so that costs for such integrated services can be justified.

Section 17.2 Residency. All employees covered by the Agreement on the effective date of this Agreement, shall be required to have telephone service and shall maintain their residences either within the corporate limits of the City of Petoskey or within parameters as established by law, currently 20 (twenty) miles from the City's corporate limits.

Section 17.3 Educational Benefit. Officers desiring to improve their educational qualifications during their off-duty hours shall be reimbursed one-half (1/2) of their tuition cost upon satisfactory completion of courses which have been approved in advance by the Director of Public Safety as having appropriate relevance to the field of professional public-safety work.

Section 17.4 Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 17.5 Gender. Reference to any gender shall equally apply to the other and vice versa.

Section 17.6 Separability. In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the remaining provisions.

Section 17.7 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this

Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 17.8 Liability Insurance Coverage. Employees shall be provided liability insurance coverage for work related matters to the extent and under the terms of the City's then existing insurance policy.

Section 17.9 Phone Stipend. The City and the Union acknowledge that Officers use their personal "smart phones" while on duty for access to technology and communication with their colleagues and supervisors while carrying out their public safety duties. Additionally, members regularly carry and use their personal phones while off duty for the purpose of receiving emergency notifications requesting off-duty personnel to respond to fire, police and/or EMS emergencies.

Union members who use their personal phone for work purposes who are not currently receiving a phone stipend will be reimbursed at a rate of \$62.50, on a quarterly basis, to be paid on the first payday of each quarter, for a sum total of \$250.00/year per member. Employees currently receiving a stipend will continue to receive their current level of reimbursement.

DURATION

Section 18.1 Term of Agreement. This Agreement shall remain in full force and effect until midnight, December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the termination date above that modification or termination is desired.

CITY OF PETOSKEY

MICHIGAN FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

By:  _____

Its: FOPLC BUSINESS AGENT

Dated: 5/27/2021

By:  _____

Its: Steward

Dated: 5/27/21

APPENDIX A

Classifications and Wage Rates. The following 2021 hourly base wage rates shall be effective and paid retroactively to January 1, 2021 and shall be adjusted annually as set forth below.

Classification	<u>2021</u>	<u>2022</u>	<u>2023</u>
Grade I - Entry Level			
Public Safety Officer	\$22.88	\$23.56	\$24.27
Grade II - Effective at end of first			
12 months of employment	\$28.37	\$29.22	\$30.09
Grade III - Effective at end of first			
24 months of employment	\$30.14	\$31.04	\$31.97
Grade IV - Effective at end of first			
36 months of employment	\$35.03	\$36.08	\$37.16

Considerations. The City reserves the right to evaluate prior experience, age, education, and training of any applicant for a Public Safety Officer position and may, at the discretion of the City Manager, hire new Public Safety Officer applicants at grades other than that of Grade I - Entry Level Public Safety Officer, but exclusive of Grade IV Public Safety Officer.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

AGENDA SUBJECT: Public Safety Officers - Defined Contribution Plan

RECOMMENDATION: That City Council adopt the proposed resolution

Background The City Council has a new negotiated Public Safety Officers collective bargaining agreement on the agenda for tonight, that if approved, calls for a defined contribution retirement plan for new hires. The plan provides for the City to contribute an amount equal to 5% of the employee's wage. Employees may contribute up to 5%, which the City will match for a total employer contribution of 10%. The City's contribution to the plan will vest with the employee over a four-year period.

The Municipal Employees Retirement System (MERS) requires a revised Defined Contribution Plan Adoption Agreement to establish the plan and plan provisions. The plan provisions mirror those in the Nonunion and Teamsters defined contribution plans approved in 2016.

Action Enclosed is the Defined Contribution Plan Adoption Agreement required by MERS, and a resolution authorizing execution of the agreement for Council's approval that will establish the plan as provided for in the collective bargaining agreement.

at
Enclosures



City of Petoskey

Resolution

WHEREAS, the City is a participating governmental unit in the Michigan Municipal Employees' Retirement System (MMERS) pension plan document of 1996; and

WHEREAS, in accordance with pension provisions of a renewed collective bargaining agreement with certain unionized employees within the City's Department of Public Safety Officers require changes to the City's current MMERS plan:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council does and hereby elects to establish with the Michigan Municipal Employees' Retirement System (MMERS) a defined contribution plan for the Department of Public Safety, Public Safety Officers hired on or after May 1, 2021. As a result, the current Division 20, B-2 defined benefit plan will be closed to new hires; and

BE IT FURTHER RESOLVED that the defined contribution plan will provide for the City to contribute 5% and up to an additional 5% match of the optional employee's contribution for a total maximum employer contribution of 10%. Employees will vest at a rate of 25% per year and will be 100% vested following four years, with additional terms as set forth in the plan adoption agreement; and

BE IT FURTHER RESOLVED that the City of Petoskey City Council does and hereby authorizes the City Manager and Director of Finance to prepare and sign all necessary documents with MMERS establishing the defined contribution plan.

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name City of Petoskey Municipality #: 2402

Division name Public Safety Union 05/01/2021

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of May, 2021.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☒ This division is for new hires, rehires, and transfers of current Defined Benefit* division # 20 and/or current Hybrid division # _____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see [Plan Document](#), Section 64 for more information):

☐ Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: / /

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

** By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number _____), the effective date shall be the first day of _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing Defined Contribution division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- E. ☐ If this is an amendment to close Defined Benefit division(s) # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing Defined Contribution division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below.

This Division includes **public safety employees**: ☒ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other : _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

MERS Defined Contribution Plan Adoption Agreement

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a) (37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

MERS Defined Contribution Plan Adoption Agreement

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="checkbox"/> Base Wages	<input type="checkbox"/> Box 1 Wages	<input type="checkbox"/> Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments (most common below; list is not inclusive of all types) PTO payouts Longevity Bonuses Merit pay Job certifications Payment for education Moving expenses Sick payouts Hazard pay Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

MERS Defined Contribution Plan Adoption Agreement

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| <input checked="" type="checkbox"/> Salary or hourly wage X hours | <input type="checkbox"/> On-call pay |
| <input checked="" type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input type="checkbox"/> Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|---|--|
| <input checked="" type="checkbox"/> Shift differentials | <input type="checkbox"/> Severance issued over time (weekly/bi-weekly) |
| <input checked="" type="checkbox"/> Overtime | <input checked="" type="checkbox"/> Other: senior officer pay |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| <input checked="" type="checkbox"/> PTO payouts | <input type="checkbox"/> Payment for education |
| <input type="checkbox"/> Longevity | <input type="checkbox"/> Moving expenses |
| <input type="checkbox"/> Bonuses | <input type="checkbox"/> Sick payouts |
| <input type="checkbox"/> Merit pay | <input type="checkbox"/> Severance (if issued as lump sum) |
| <input type="checkbox"/> Job certifications | <input type="checkbox"/> Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | <input type="checkbox"/> Car allowance |
| <input type="checkbox"/> Prizes, gift cards | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| <input type="checkbox"/> Gun, tools, equipment, uniform | <input type="checkbox"/> Mileage reimbursement |
| <input type="checkbox"/> Phone | <input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| <input type="checkbox"/> Fitness | <input type="checkbox"/> Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|---|
| <input checked="" type="checkbox"/> 457 employee and employer contributions | <input checked="" type="checkbox"/> IRA contributions |
| <input checked="" type="checkbox"/> 125 cafeteria plan, FSAs and HSAs | <input type="checkbox"/> Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| <input type="checkbox"/> Health plan, dental, vision benefits | <input type="checkbox"/> Group term or whole life insurance < \$50,000 |
| <input type="checkbox"/> Workers compensation premiums | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> Defined Contribution employee contributions | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> MERS Health Care Savings Program employee contributions | |

Taxable Fringe Benefits apply: YES ☐ NO ☒

- | | |
|---|---|
| <input type="checkbox"/> Clothing reimbursement | <input type="checkbox"/> Group term life insurance > \$50,000 |
| <input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

MERS Defined Contribution Plan Adoption Agreement

4. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

5. Vesting

Vesting will be credited using (check one):

- ☒ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff Vesting (fully vested after below number years of service)
- ☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
- ☒ Graded Vesting (the % of vesting acquired after employment for the designated number of years)
- 25 % after 1 year of service
- 50 % after 2 years of service
- 75 % after 3 years of service (min 25%)
- 100 % after 4 years of service (min 50%)
- _____ % after 5 years of service (min 75%)
- _____ % after 6 years of service (min 100%)

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) 60

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

MERS Defined Contribution Plan Adoption Agreement

6. Contributions

- a. Will be remitted according to Employer's payroll withholding which represents the actual period amounts are withheld from employee paychecks, or within the month during which amounts are withheld (check one):
- ☐ Weekly
- ☒ Bi-Weekly (every other week)
- ☐ Semi-Monthly (twice each month)
- ☐ Monthly
- ☐ Other (must specify) _____
- b. **Employer Contributions**
Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).
- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

7. **Loans:** ☐ shall be permitted ☒ shall not be permitted
If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

8. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

III. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

IV. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

V. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VI. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ City of Petoskey, City Council _____ on
the _____ day of June _____, 20²¹ _____ (Name of Approving Employer)

Authorized signature: _____
Title: Director of Finance _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20²¹ _____ Signature: _____
(Authorized MERS Signatory)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by City of Petoskey
Name of Participating Employer
for Public Safety Union after 05/01/2021 of
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer contributions to the Plan. Employer contributions may be considered a "match" to the employee's elected contribution upon enrollment in the plan, or non-matching; regardless of employee contributions. Contributions may not exceed IRS maximums for combined employee and employer contributions.

Required **Employee Contribution** Structure to DC (subject to Internal Revenue Code 415(c) limitations).
Select one:

- ☐ Employees are required to contribute per payroll period, the percentage ____%
OR
flat dollar amount \$_____
☒ Employees are required to contribute within the following range for each payroll: Percentage range
from 0 % to 5 % OR
dollar amount range \$_____ to \$_____
☒ Direct Required Employee Contributions pre-tax

The Participating Employer will make **matching contributions** into the Defined Contribution Plan based on
(CHECK ALL THAT APPLY):

- ☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
☒ Each Employee's one-time election of required employee contribution for MERS Defined Contribution.

Employer maximum 10%

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

The Participating Employer elects to make contributions as follows (check and complete *Matching*, *Non-Matching*, or both as applicable):

☒ A. **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☒ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute 100 % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
(pay period / year / etc.)
- ☒ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed 5 % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ B. **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual Contributions:** A one-time annual contribution of \$_____ or _____ % of compensation per participant.
- ☒ \$_____ or 5 % of compensation per participant for each payroll period.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

DATE PREPARED: June 1, 2021

AGENDA SUBJECT: Accept State of Michigan Waterways Grant Agreement for Removal and Replacement of Fuel Storage Tanks at Petoskey Marina

RECOMMENDATION: Accept agreement provided by State of Michigan

Background The City of Petoskey has been recommended to receive a matching grant in the amount of \$125,000 from the State of Michigan Waterways Commission for removal and replacement of the Petoskey Marina Fuel Storage Tanks. The estimated total cost of the project is \$250,000.

Since the tanks were installed, there has been a change in the fuel needs. The current system is only 13,000 gallons with 8,000 being gas and 5,000 being diesel. Over the last 25 years, the needs have reversed to a diesel demand. The project scope will replace the current storage system with larger tanks having a capacity of 20,000 gallons of which 14,000 gallons will be diesel and 6,000 will be gas.

In 2020, marina staff dispensed 96,500 gallons of diesel and 57,350 gallons of gas. This broke the record amount of fuel dispensed in 2019. In addition to the increase in diesel fuel, there would also be a conversion of a gas dispenser on the dock, to diesel. This change would allow two boats to be filled simultaneously by diesel instead of waiting. Once completed, there would be two gas and two diesel dispensers available for fuel needs.

The project will commence once the marina is closed for the season.

Action Accept the agreement as written.

kk
Enclosures



City of Petoskey

Resolution

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

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

1. To appropriate the sum of One Hundred Twenty-five Thousand dollars (\$125,000.00) to match the One Hundred Twenty-five Thousand dollar (\$125,000.00) State grant authorized by the Michigan Department of Natural Resources.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Michigan Department of Natural Resources for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the Parks and Recreation Director to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
COUNTY OF EMMET)
CITY OF PETOSKEY)

I, _____, Clerk of the City of Petoskey, Michigan, 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 was adopted by the City Board at a meeting held _____, 2021.

Dated: _____

Alan Terry – City Clerk

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2021, between the City of Petoskey, EMMET COUNTY, MICHIGAN (the "City") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the City has asked that the Department assist the City in the Emergency Repair grant for replacing the existing thirty-year-old fuel storage tanks with new tanks at the Petoskey Municipal Marina (24-201) (the "Facilities");

WHEREAS, the Department is willing to assist the City to construct the facilities, which are estimated to cost Two Hundred Fifty Thousand dollars (\$250,000.00), with the Department agreeing to pay 50% of the estimated cost and is not to exceed One Hundred Twenty-five Thousand dollars (\$125,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the City a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed One Hundred Twenty-five Thousand dollars (\$125,000.00). The words "plans and specifications" shall mean the plans and specifications developed for the City for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the City of this Agreement, written
Department approval of final plans and specifications award

of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and City, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the City or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the City.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The City shall:

(a) immediately appropriate the sum of exceed One Hundred Twenty-five Thousand dollars (\$125,000.00) for the project, which represents fifty (50) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the City.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The City shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the Department for auditing at reasonable times. The City shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications, and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The City shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the City has failed to correct any safety issues, the Department will have the necessary work completed and the City shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the City shall:

(a) establish or assign a competent and proper agency of the City to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the City shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The City shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the City for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The City shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the City.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the City due to construction, maintenance, or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the City and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The City shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as years from latest grant award. The City may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The City shall comply with all State and Federal statutes applicable to the facilities.

6. The City must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The City must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the Facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of the Facilities by the City for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the City and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the City shall:

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

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The City represents that it possesses good and clear title to all lands involved in this project, and 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.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, 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 title, ownership, or right of maintenance or control by the City without the Department's prior written approval.

13. Any failure by the City to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the [local unit of government]. The [local unit of government] has a right and an obligation to cure and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal

to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the City shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over City property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the City, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the City shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over City property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the City shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the City a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the Facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

CITY OF PETOSKEY

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division



BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: May 13, 2021

AGENDA SUBJECT: Tax Millage Rate Resolution

RECOMMENDATION: That City Council adopt this proposed resolution

Background City Council approved the 2021 Annual Budget at their December 7, 2020, meeting which included a provision for property-tax millage rates to remain the same as in 2020. City Council is now being asked to formally establish the millage rates necessary to provide the budgeted property-tax revenue approved in the 2021 Annual Budget for the General Fund, Library Fund, and Right-of-Way Fund.

Millages Millage rates are authorized by State law, City Charter, and voter approval. The total of all four City millage rate beginning amounts is 19 mills, with the City Charter setting the general-operating millage at ten mills and the right-of-way millage at five mills. State law allows up to two mills for solid-waste programs and one mill for library purposes, and a second mill with voter approval, with all rates subject to rollback by the "Headlee Amendment".

Taxable Value The 2021 Annual Budget estimated property-tax revenues are conservatively based on the same millage rates established last year of \$527,121,744, with no increase due to any unknown effects of the pandemic. The actual taxable value for 2021 has now been established at \$547,121,744, for a 3.65% increase over 2020, or \$19,246,438 more than the 2021 estimated amount.

The actual increase in taxable value is higher than the estimated taxable value and the State inflation rate is 1.4%, which is less than the actual taxable value increase of 3.65%. This lower rate of inflation used in computing the Headlee tax limitation, requires the City's millage rates to be rolled back. Therefore, the City will not be able to realize the entire increase in taxable value, which has been an issue in recent years.

Even though the City's taxable value in recent years has increased by 1% to 4% due to market value increases, the State's rate of inflation has required the City to roll back the millage rates, which reduces the increase in tax revenues. The City does realize increases in tax revenue from new construction, but this has not been significant for several years.

Revenues Property tax revenue budgeted for 2021 includes; \$3,680,900 for the General Fund, consisting of \$3,455,100 for general-operating purposes, \$225,800 for solid-waste programs, which will now total \$3,530,700, and \$234,400 respectively. The Library Fund budgeted amount of \$835,700 will now total \$853,600 for the combined voter-approved and Council-approved millage rates. The Right-of-Way Fund budgeted tax revenues of \$1,779,200 will now total \$1,818,100.

Tax Revenue Analysis The following is a schedule of property tax revenue that will be collected for each fund based on millage rates included in the approved 2021 Annual Budget rolled back as required by the Headlee Amendment, at the taxable value now established for this year of \$547,121,744.

Purpose	Millage Rate	Gross Tax Revenues	Less		Net Tax Revenues
			TIFA Captures	Township Act 425	
General Operating	7.3639	\$4,029,000	\$151,800	\$ 346,500	\$3,530,700
Solid waste	0.4890	267,500	10,100	23,000	234,400
Library	1.7410	952,500	17,000	81,900	853,600
Right-of-Way	3.7920	2,074,700	78,200	178,400	1,818,100

Action Enclosed is a proposed resolution that would establish the four property-tax-millage rates for 2021 and would authorize appropriations from such levies to the General Fund, Library Fund, and Right of Way Fund.

at
Enclosure



City of Petoskey

Resolution

WHEREAS, as required by City Charter provisions, the City Manager on November 2, 2020 presented to the City Council the City's proposed annual budget for the 2021 fiscal year; and

WHEREAS, as also required by City Charter provisions, the City Council on November 16, 2020, conducted a public hearing to receive comments concerning the proposed budget, including rates of property-tax millages that had been estimated for levies during 2021; and

WHEREAS, following its review of the proposed 2021 Annual Budget, and after conducting a public hearing to receive comments concerning the proposed budget and estimated tax levies, the City Council on December 7, 2020, approved the 2021 Annual Budget:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council does and hereby directs that there shall be raised through a general tax upon the taxable real and personal property within the City during the next summer tax levy for the year commencing January 1, 2021, millages in the amount of 7.3639 for general operating purposes, 0.4890 for solid-waste purposes, 1.7410 for library purposes, and 3.7920 for right-of-way purposes; and, when collected, proceeds from such levy are hereby appropriated to the General Fund, Library Fund, and Right-of-Way Fund; and

BE IT FURTHER RESOLVED that the total aggregated amount of all such authorized millages shall total 13.3859 mills; and

BE IT FURTHER RESOLVED that these various millages so ordered to be levied shall be certified by the City Clerk-Treasurer to the City Assessor and shall be levied and collected upon the taxable value of all taxable property within the City.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

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

RECOMMENDATION: That the City Council adopt the proposed resolution

City Council will be asked to adopt the enclosed proposed resolution that would authorize to recess to a closed session pursuant to Section 8(d) and 8(h) of the Michigan Open Meetings Act, to consider the purchase of property and consider material exempt from disclosure.

Closed session will be conducted remotely and City Council will receive a separate Zoom link to participate in the closed session.

sb
Enclosure



City of Petoskey

Resolution

WHEREAS, the City Manager has requested that the City Council recess to a closed session, pursuant to Section 8(d) and 8(h) of the Michigan Open Meetings Act, to consider the purchase of property and consider material exempt from disclosure, at the City Council's regular meeting of June 7, 2021:

NOW, THEREFORE, BE IT RESOLVED that the City Council does and hereby authorizes to recess to a closed session, to consider the purchase of property and consider material exempt from disclosure.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 7, 2021

PREPARED: June 3, 2021

AGENDA SUBJECT: Request by Petoskey Grand LLC to Vacate a Portion of the Emmet Street Right-of-Way

RECOMMENDATION: That City Council discuss

Summary The City received a request on May 14, 2021 from Lyle Peck, attorney working for Petoskey Grand LLC, to vacate a portion of the Emmet Street right-of-way at the intersection of Mitchell Street and U.S. Highway 31. See Exhibit C enclosed, a map of the area requested to be vacated.

Legal Background The Home Rule City Act, Act 279 of 1909, MCLA 117.1 et seq., permits the City to provide in its Charter for the use, regulation, improvement and control of the surface of its streets, alleys and public ways and for the space above and beneath them. This statutory provision has been interpreted by Michigan Courts to allow for the power of cities to vacate streets, alleys and public ways, or portions thereof. The City of Petoskey Charter, Section 1.4, provides that the City has the power to acquire, use and dispose of property for any lawful purpose for any lawful means.

The power of the City Council to vacate or discontinue any street or portion thereof is further regulated by the Michigan Land Division Act, Act 288 of 1967, MCLA 560.101 et seq (LDA). The LDA provides that, *"when the governing body of a municipality determines that it is necessary for the health, welfare, comfort and safety of the people of the municipality to discontinue an existing street, alley or other public land shown on a plat, by resolution or ordinance, the governing body may reserve an easement in the street, alley or land for public utility purposes within the right of way of the street, alley or other public land vacated."*

Request Mr. Peck has requested that an approximate .20 acre area of Emmet Street right-of-way be vacated *"to enhance the redevelopment potential of the 'pit' which remains a blighted scar of the city's gateway entrance over 15 years."* He then goes on to state, *"I have attached a proposed prior layout of the proposed development by Mr. Berg."* The proposed layout he refers was the Preliminary PUD Rezoning Plan for 200 East Lake Street that was not approved by a 3-5 vote on July 25, 2019. There has been no resubmittal of a revised plan for the site since that time.

Action Without an approved development plan in place for 200 East Lake Street at this time, there is no valid reason for City Council to vacate the Emmet Street right-of-way. Consideration of vacating the Emmet Street right-of-way should occur in conjunction with development plans for the site and needs to be studied comprehensively and not considered in a piecemeal approach. Staff recommends that Council not proceed forward with the street vacation request as it would not be *"necessary for the health, welfare, comfort and safety of the people of the municipality per Act 288 of 1967"*.

rs
Enclosures



PECK & ASSOCIATES
ATTORNEYS AND COUNSELORS

430 EAST LAKE STREET ♦ PETOSKEY, MI 49770

May 14, 2021

Via Email: citymanager@petoskey.us

Mr. Robert Straebel
Petoskey City Manager
101 E. Lake Street
Petoskey, MI 49770

Re: Request of abutting property owner to vacate adjoining Emmet Street right-of-way by Petoskey Grand, LLC – Robert S. Berg, Manager

Dear Mr. Straebel:

I hope you are doing well. My firm is retained on behalf of Petoskey Grand, LLC by Mr. Robert Berg to make a formal request through your office to the City Council to vacate the Emmet street right-of-way abutting one side of Petoskey Grand, LLC's adjacent property at 200 E. Lake. This as you know, was the former "People's Park" which the Judge ruled illegal and the planning commission for the city of Petoskey has a plethora of information. I am attaching a survey diagram that documents the subject area.

The property owner's purpose for vacating the Emmet Street right-of-way is to enhance the redevelopment potential of the "pit" which remains a blighted scar on the city's gateway entrance over 15 years. I have attached a proposed prior layout of the proposed development by Mr. Berg. This is the most logical municipal planning use of the very small parcel to support in the development of future use for this site. At the same time promotes and enhances aesthetically the appearance of the City. This in turn draws visitors, tourists, businesses, jobs, as well supporting the tax base of the City. Secondly, Petoskey has no use for the subject property as a street, given the majority of the City Council categorially is on record voting against using this as a street. Thirdly, this portion of the street dedicated in the plat of 1875 has not been used regularly as a street for over 150 years. Fourth, the marketability of the site is impaired without full use of all avenues of ingress and egress.

The vacating of the street would come with written recordable assurances. Those assurances would provide that the property owner preserves all access

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points to utilities, water mains, rain & storm sewer, sanitary sewer, gas, fiber/cable or electrical. This would be done to maintain the utilities to the extent they exist within the street right of way in accordance with any engineering requirements or other instances that may require repair or maintenance.

Any future development would utilize Green Infrastructure to encompass a variety of water management practices, such as vegetated rooftops, roadside plantings, absorbent gardens, and other measures that capture, filter, and reduce stormwater. In doing so, it cuts down on the amount of flooding and reduces the polluted runoff that reaches sewers, streams, rivers, lakes, and oceans. Green infrastructure captures the rain where it falls. It mimics natural hydrological processes and uses natural elements such as soil and plants to turn rainfall into a resource instead of a waste. It also increases the quality and quantity of local water supplies and provides myriad other environmental, economic, and health benefits—often in nature-starved urban areas.

The governing body of the municipality must adopt a resolution or other legislative enactment vacating the Emmet street right of way dedicated to public use within the proposed replat. Once it is vacated, the Michigan Department of Transportation, [MDOT] has indicated their willingness to evaluate their interest and if none, sell it to Petoskey Grand. Given the state has only one abutting land owner, the law favors having one owner to the parcel.

Alternatively, MCL 560.226 provides that the circuit court is authorized to vacate, correct, or revise a recorded plat. Under MCL 560.224a, each of the following must be named as mandatory defendants in such a lawsuit: (1) owners of each lot in the plat; (2) owners of properties within 300 feet of the plat; (3) the municipality in which the subdivision is located; (4) the director of the department of energy, labor, and economic growth; (5) the drain commissioner; (6) the chairperson of the board of county road commissioners; (7) each public utility known to have installations or equipment in the subdivision or having an easement or franchise right that would be affected by the proceedings; and (8) the director of the state transportation department and the director of the department of natural resources if any of the subdivision includes or borders a state highway or federal aid road.

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It is critical to ensure that all necessary parties are given notice of a proceeding seeking the amendment of a plat. The Michigan Court of Appeals had held as follows in discussing this issue:

It is well-established that a purchaser of property in a recorded plat receives not only the interest as described in the deed but also whatever rights are indicated in the plat. *Kirchen v. Remenga*, 291 Mich. 94, 102–109, 288 N.W. 344 (1939); *Fry v. Kaiser*, 60 Mich. App. 574, 577, 232 N.W.2d 673 (1975). A grantee of property in a platted subdivision acquires a private right entitling him “to the use of the streets and ways laid down on the plat,” regardless of whether there was a sufficient dedication and acceptance to create public rights”. *Rindone v. Corey Community Church*, 335 Mich. 311, 317, 55 N.W.2d 844 (1952).

Under MCL 560.223, the complaint must set forth the portions of the plat sought to be vacated or revised as well as the plaintiff’s reasons for seeking the vacation, correction, or revision. The Michigan Court of Appeals has held that a plaintiff’s reasons for seeking the vacation of a platted road were sufficient when the plaintiff stated: (1) the public has never used the road for any purpose; (2) plaintiff’s garage was partially located on the street; and (3) the road presented a severe cloud upon the title and marketability of the property. See *Vivian v Roscommon Co Bd of Rd Com’rs*, 164 Mich App 234, 239; 416 NW2d 394, 396 (1987).

If the lots abutting the vacated street or alley on both sides belong to the same owner, title to the vacated street or alley vests in that owner pursuant to MCL 560.227a(2). If the lots on opposite sides of the vacated street or alley belong to different owners, title up to the center line of the vacated street or alley vest in the respective owners of the abutting lots on each side pursuant to MCL 560.227a(1). Importantly, MCL 560.227a(4) requires that when title to any part of a vacated street or alley vests in an abutting proprietor, any future legal description of the abutting lot or lots must include that part of the vacated street or alley.

Vacating a road can be particularly important when an existing area on a lot is being torn down and a new structure is being built in a different size or location. In certain cases, it may be necessary to vacate a road in order to comply with setback requirements for new buildings. For individuals, a plat amendment

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may be desirable to vacate an alley that is no longer being used in order to establish a new entryway onto the owner's property. For developers and owners of multiple lots, a plat amendment may be desirable for the purpose of re-developing the land into a new subdivision or for a new purpose entirely.

If no one contests the lawsuit, the plaintiff may ask the court to enter a default judgment. However, due to the large volume of parties that will necessarily be involved, the more likely outcome is that many people will appear in the lawsuit. Unless the matter is being contested, a consent judgment will likely be negotiated between the parties and ultimately entered by the court. MCL 560.228 requires the judgment to be recorded with the county register of deeds within 30 days of entry by the court. In addition, if the court orders a plat to be vacated, corrected, or revised, the plaintiff is also required to prepare a new plat to be recorded in the county register of deeds to complete the process which requires hiring a surveyor. It is also important to note that many municipalities have their own specific requirements that must be complied with when a plat is being amended or vacated.

Michigan law requires a party objecting to the proposed vacation of a road or alley to demonstrate a "reasonable objection." *Petition of Gondek*, 69 Mich App 73, 77; 244 NW2d 361, 363 (1976). The use of a road as a footpath by other lot owners has been held to be a reasonable objection to the vacation of a road. See *Petition of Carson*, 362 Mich 409, 411; 107 NW2d 902, 903 (1961). The value to the public of a road granting access to a lake has also been found to be a reasonable objection to the vacation of a road. See *Petition of Cara Ave, Sandy Beach, Cass Co*, 350 Mich 283, 291-92; 86 NW2d 319, 324 (1957). However, in *Regan v St Joseph Co Conservation & Sportsman Club*, 5 Mich App 686, 690; 147 NW2d 738, 740 (1967), the Court of Appeals held that an objection on the basis of the public interest in accessing a lake was not reasonable when the public would not suffer from the vacation since the principal routes of access were not being disturbed.

As outlined above, there are numerous reasons why someone may wish to vacate, revise, or correct a plat. Being aware of all the legal implications associated with amending a plat is vital to avoiding future liability and/or disputes as well as avoiding potential issues with the marketability of the property in the future.

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I look forward to resolving this amicably to this reasonable topic, as well as Mr. Berg. We look forward to a 21-day window for a recommendation coming from the appropriate departments to resolve this request. Accordingly, if a special session is required to accomplish the time line it would be merited. We look forward to hearing from the City Manager regarding the decisions to be made. Please advise of any other information or documents you may require. My email is lyleandrewpeck@gmail.com.

Thank you for your consideration, and we look forward to working with the City to accomplish this purpose.

Sincerely,

PECK & ASSOCIATES

/s/ **Lyle Andrew Peck**
Lyle Andrew Peck, Esq

LAP/01
Enc. exhibits
cc. R. Berg

EXHIBIT C



PETOSKEY GRAND SITE PLAN
 CONCEPTUAL DESIGN
 scale 1" = 30'

Petoskey Grand, LLC

