



CITY COUNCIL

February 21, 2022

1. Call to Order - 7:00 P.M. – City Council Chambers
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Consent Agenda – Adoption of a proposed resolution that would confirm approval of the following:
 - (a) February 7, 2022 regular session and February 14, 2022 special session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since February 7, 2022
5. Miscellaneous Public Comments
6. City Manager Updates
7. New Business
 - (a) Authorization to contract with Story Roofing Company, Gaylord, in the amount of \$18,845 for Festival Area Shelter roof replacement
 - (b) Consideration to approve a license agreement with Little Traverse Bay Ferry Company for use of Resource Center Visitors Room
 - (c) Adoption of a proposed resolution authorizing the Mayor and City Clerk to execute a contract with MDOT for construction work associated with State Street between Howard Street and Kalamazoo Avenue
 - (d) Adoption of a proposed resolution that would decertify/vacate the portion of Jackson Street that was removed near the Ring Road and adoption of another proposed resolution that would certify the new Jackson Street extension that now aligns with Cemetery Road
 - (e) Authorization to purchase Motor Pool vehicles
8. City Council Comments
9. Closed Session – Adoption of a proposed resolution that would authorize to recess to a closed session pursuant to Section 8(c) of the Michigan Open Meetings Act, to consider strategy and negotiations of a collective bargaining agreement
10. Adjournment

Alternatively, join the meeting via the Zoom platform

<https://us02web.zoom.us/j/82898250245>

Meeting ID: 828 9825 0245

+1 646 558 8656 US (New York)

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

Persons interested in addressing the City Council during the meeting under public comment period can press the "raise hand" button or send a chat message in Zoom or by phone press *9.

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



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

PREPARED: February 17, 2022

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 February 7, 2022 regular session and February 14, 2022 special session City Council meetings; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since February 7, 2022 for contract and vendor claims at \$1,654,428.48, intergovernmental claims at \$7,818.83, and the February 17 payroll at \$213,302.03 for a total of \$1,875,549.34.

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Enclosures



CITY COUNCIL

February 7, 2022

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, February 7, 2022. 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
Tina DeMoore, City Councilmember
Derek Shiels, City Councilmember
Brian Wagner, City Councilmember
Lindsey Walker, City Councilmember

Absent: None

Also in attendance were Interim City Manager/Clerk-Treasurer Alan Terry, Finance Supervisor Audrey Plath and Executive Assistant Sarah Bek.

Consent Agenda - Resolution No. 19626

Following introduction of the consent agenda for this meeting of February 7, 2022, City Councilmember Walker moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the January 17, 2022 regular session City Council meeting be and are hereby approved; and

BE IT RESOLVED that receipt by the City Council of a report concerning all checks that had been issued since January 17, 2022 for contract and vendor claims at \$919,703.05, intergovernmental claims at \$0, and the January 20 and February 3 payrolls at \$424,343.98, for a total of \$1,344,047.03 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and heard a comment from a resident on Grove Street concerning noise and parking issues from a short-term rental located next door and that these issues have been ongoing for years and is problematic.

Mayor Murphy suggested calling 911 and posting signage on private property to deter the parking issues and that staff will review matter with the Public Safety Director and he will call citizen to discuss.

Hear City Manager Updates

The City Manager reviewed that the final City Planner applicant was interviewed in person last Friday; that the recruiter received 24 applications for the City Manager position and will provide a packet of potential candidates to Council for review and to select for an interview; that a special Council meeting should be scheduled next week to review applicants in closed session; that the US Coast Guard and Emmet County Office of Emergency Management will perform an ice rescue operation at noon on Saturday, February 26; and negotiations with Teamsters covering DPW unionized employees begin Thursday with a possible closed session scheduled for the February 21 meeting.

City Councilmembers scheduled a special City Council meeting to review City Manager candidates and determine candidates to be interviewed at 4:00 P.M., Monday, February 14, 2022.

Approve Board and Commission Appointments – Resolution No. 19627-19629

Mayor Murphy reviewed that City Council consider the following reappointments.

City Councilmember Wagner 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 Anne Chaffee, 523 College View Drive, for a five-year term ending September 2026.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

City Councilmember Walker 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 Jennifer Buchanan, 730 Lockwood Avenue, for a two-year term ending January 2024.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

City Councilmember DeMoore 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 Jon Terry, 1019 East Mitchell Street, for a two-year term ending January 2024.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

Adopt Ordinance 784 Amending Sections 601, 603, 701, and 1600 of Appendix A of the Zoning Ordinance – Resolution No. 19630

The City Manager reviewed that this was the second discussion of proposed ordinance; reviewed that changes center on regulations in the multiple family residential zoning districts including clarification that single family dwellings in the multiple family districts are regulated by the R-2 Single Family District standards and multiple family dwellings by the RM-1 and RM-2 Multiple Family District standards; removal of local play area requirements for day care facilities; and eliminate conflicted footnotes in the Schedule of Regulations.

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

AN ORDINANCE TO AMEND SECTIONS 601, 603, 701 AND 1600 OF APPENDIX A, ZONING ORDINANCE OF THE PETOSKEY CODE OF ORDINANCES

WHEREAS, the Livable Petoskey Master Plan was adopted on July 19, 2021 and has a goal to provide a range of housing types, densities, and price levels to address the needs of all age groups, household types, and income levels; and

WHEREAS, the current lack of new housing construction is impacting the ability of current and new residents to find needed housing; and

WHEREAS, local regulations are one barrier to the construction of new housing that is under the control of the City of Petoskey; and

WHEREAS, the Planning Commission has been reviewing the zoning ordinances for several months to identify possible changes to remove such barriers and other needed changes and clarifications; and

WHEREAS, a public hearing was held December 16, 2021 by the Planning Commission on several changes where no opposition was received; and

WHEREAS, the Planning Commission recommends that the changes to Sections 601, 603, 701, 1600 of the Zoning Ordinance be approved to remove barriers to residential unit construction and group daycare homes in residential districts.

NOW THEREFORE, the City of Petoskey ordains:

1. **Sections 601(1) and (2), 603(1), 701 and 1600 of Appendix A to the Petoskey Code of Ordinances are hereby repealed and replaced with the following:**

Sec. 601 Principal uses permitted.

In the RM-1 Multiple-Family Residential District, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this article:

- (1) All uses permitted and as regulated in the R-1 through R-3 Single-Family Residential Districts with the lot area and yards equal to the requirements of the R-2 Single-Family Residential District.
- (2) Multiple-family dwellings subject to Section 1600(e)(1).

Sec. 603 Principal uses permitted subject to special conditions.

- (1) Nursery schools, day nurseries, child-care centers (not including dormitories or family day-care homes), and group day-care homes (seven or more minor children), subject to state regulations.

Sec. 701. – Principal uses permitted.

In a RM-2 Multiple-Family Residential District, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this section:

- (1) All uses permitted and as regulated in the RM-1 Multiple Family District with the following requirements:
 - a. Multiple family dwellings regulated according to Section 1600 (e)(2).
 - b. Single Family dwellings subject to the R-2 Single Family Residential District standards.

2. **Section 1600, Sec. 1600 Schedule limiting height, bulk, density and area by zoning district regulations for the RM-1, RM-2 are hereby amended to read as follows:**

ZONING DISTRICT	Minimum Lot Size Per Unit		Maximum Height of Structure		Minimum Yard Setback (Per Lot in Feet)				Maximum Lot Area Coverage (All Buildings)
	Area in Square Feet	Width in Feet	In Stories	In Feet	Front	Side Yards		Rear	
						Side (one)	Side (total of two)		
RM-1 Multi-Family	(e.1)	(e.1)	2	25	50	10	20	35	30%
RM-2 Multi-Family	(e.2)	(e.2)	3	33	25	10	20	35	30%

3. Conflicting Standards.

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

4. Repeal; Savings Clause.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, repealed.

5. Severability.

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

6. Effect.

This ordinance shall take effect fifteen (15) days following its enactment and shall be published once within seven (7) days after its enactment as provided by Charter.

Said ordinance was adopted by the following vote:

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

NAYS: None (0)

Authorize Tree Planting Contract – Resolution No. 19631

The City Manager reviewed that the 2022 Annual Budget included monies for planting of trees and shrubs within street green lawns and public spaces as new or replacement trees; that the tree planting initiative is part of the City's overall Forestry Program that includes trimming, maintenance and tree and stump removal of City owned trees; and reviewed that one bid was received.

City Councilmembers inquired on the list of tree species; thanked staff for efforts including water bags, warranty of trees and using Emmet County for compost as part of the bid documents; commented that it is nice to see a local business as the low bidder; heard comments on the lack of communication announcing bids due to only being posted on the City's website and an ad in the News-Review; and that the City is recognized as a Tree City USA community.

The City Manager reviewed tree species and that bids are also sent to a bidders list which includes businesses throughout the state.

Mayor Murphy asked for public comments and heard a comment on the beatification of Petoskey.

City Councilmember Shiels moved that, seconded by City Councilmember DeMoore to authorize to contract with David Hoffman Landscaping and Nursery, Inc., Petoskey, in the amount of \$35,190, for planting of trees throughout the City.

Said motion was adopted by the following vote:

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

NAYS: None (0)

Introduction of a Proposed Ordinance Repealing Fortunetelling

The City Manager reviewed that City Council discussed an email from Sarah Snider and her opposition to City ordinance Section 12-3 that prohibits fortunetelling; that City Council agreed to consider repealing the ordinance at the January 17 meeting; that this section was included in a total restatement of Section 12 in 2014 under former Public Safety Director John Calabrese when there had been scams perpetrated by transient individuals in the City at that time; that those actions were not in regards to fortunetelling and there have been no complaints received concerning fortunetelling since its enactment; and that the City Attorney reviewed and prepared the proposed ordinance.

Former Public Safety Director Calabrese commented that 2014 ordinance changes occurred to clean up old language; that he had requested the ordinance; that his experience in law enforcement with repealing this type of ordinance could open up more crimes and fraudulent activity; that there was a case in 2013 in downtown and after an investigation tied it to a non-traditional organized crime organization; reviewed that many communities have ordinance regulating and prohibiting fortunetelling and alike activities; suggested not to take matter lightly; and that background checks could be conducted as part of a permitting/licensing process which might deter criminals from setting up shop in the city.

City Councilmembers discussed proposed ordinance and that it should be fine tuned to avoid any issues; thanked Mr. Calabrese for insight; that the ordinance should be reviewed by City Attorney to protect the City and citizens; and concurred to have the City Attorney rewrite ordinance to allow fortunetelling but have more clarity on what is permitted and prohibited and include background checks.

Mr. Calabrese offered to forward ordinance examples from other communities to Public Safety Director Breed.

City Council will discuss a revised ordinance at a future meeting.

Approve Poverty Exemption Policy & Guidelines – Resolution No. 19632

The City Manager reviewed that the MCL 211.7u of the General Property Tax Act allows a property tax exemption for the principal residence of persons who, in the judgement of the Board of Review, by reason of poverty, are unable to contribute to the public charges; that the Act requires a local governing body to adopt guidelines including income and asset tests for possible poverty exemption of local property tax assessments; that the State is requiring the policy be approved annually; that the proposed policy and guidelines is essentially the same as the policy approved in 2021, with updated poverty income levels established annually by the Federal Poverty Income Guidelines; and that the City received 7 applications from three owners over the last six years of which 4 were granted.

City Councilmembers discussed what deemed a medical and extraordinary hardship under Asset Test Evaluation Procedures; heard concerns that if there are no guidelines to measure it would be difficult to determine a decision; inquired if policy was sent to other nonprofit organizations such as United Way or Salvation Army; and inquired who reviews requests and grants exemption.

The City Manager responded that policy is not sent to other organizations and is guided by State law and that the Board of Review and City Assessor reviews and determines exemptions.

City Councilmember Shiels moved that, seconded by City Councilmember Wagner to adopt the 2022 Poverty Exemption Policy and Guidelines and have the City Assessor and Board of Review work on guidelines for medical or extraordinary issues to be included in next year's policy.

Said motion was adopted by the following vote:

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

NAYS: None (0)

Council Comments

Mayor Murphy asked for City Council comments and Councilmember Walker commented that the Governor issued a Climate Action Plan and that there is a meeting tomorrow night at 7:00 P.M. for a public input session and opportunities to comment. City Councilmember Wagner commented that he will be absent for the March 7 meeting. City Councilmember Shiels commented that he watched MML Live with the League today which covered revitalization placemaking and that there are interesting ways to use ARPA funds; discussions on public gathering initiatives and Parks and Recreation opportunities; that Council should discuss economic incentives because it could be positive development for the City; and encouraged everyone to visit miplace.org and review MEDC programs. City Councilmember DeMoore gave kudos to the Library for creativity and implementing outreach programs and reported that she will be virtually attending the MML Core Weekender this weekend for newly elected officials. Mayor Murphy commented that this is a great City Council and looks forward to a new City Planner and City Manager and encouraged citizens to get outside and enjoy winter.

City Councilmembers discussed March schedules for possible City Manager interviews and the City Manager responded that dates will be solidified after discussions with the recruiter and potential applicants.

Mayor Murphy mentioned that he had received calls inquiring why the February Planning Commission meeting had been cancelled and the City Manager responded that he feels that the new City Planner should be in place prior to starting discussion on new and/or old planning and zoning matters. That due to current legislation on vacation rentals the City should wait until amending zoning provisions that may allow accessory dwelling units.

City Councilmember DeMoore inquired if there was a legislation update on short-term rentals and the City Manager responded that there has been no updates to-date.

There being no further business to come before the City Council, this February 7, 2022, meeting of the City Council adjourned at 8:17 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer



CITY COUNCIL

February 14, 2022

A special meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, February 14, 2022. This meeting was called to order at 4:00 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 (arrived at 4:15 P.M.)
Tina DeMoore, City Councilmember
Derek Shiels, City Councilmember
Brian Wagner, City Councilmember
Lindsey Walker, City Councilmember

Absent: None

Also in attendance was Interim City Manager/Clerk-Treasurer Alan Terry and MML Facilitator Glenn Anderson.

Recess to Closed Session - Resolution No. 19633

City Council was being asked to recess to a closed session pursuant to Section 8(f) of the Michigan Open Meetings Act, to consider the contents of employment applications.

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

WHEREAS, the City Council is being asked to recess to a closed session, pursuant to Section 8(f) of the Michigan Open Meetings Act, to consider the contents of employment applications, at the City Council's special meeting of February 14, 2022:

NOW, THEREFORE, BE IT RESOLVED that the City Council does and hereby authorizes to recess to a closed session, to consider contents of employment applications.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker (4)
NAYS: None (0)

City Council recessed into closed session at 4:10 P.M.

City Council reconvened into open session at 7:10 P.M.

Select Applicants for City Manager Interviews – Resolution no. 19634

City Councilmember DeMoore moved that, seconded by City Councilmember Walker to interview six applicants and adopt the following resolution:

WHEREAS, as the Petoskey City Council has reviewed prospective candidates' information and resumes to fill the City Manager position:

NOW, THEREFORE, BE IT RESOLVED that the Petoskey City Council directs the Michigan Municipal League Facilitator to contact applicant numbers 1, 2, 10, 11, 21 and 23 to determine their interest in interviewing for the position of City Manager. Candidates who agree to be interviewed for the position, will be identified by name on the special meeting agenda when public interviews are scheduled.

Said resolution was adopted by the following vote:

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

NAYS: None (0)

There being no further business to come before the City Council, this February 14, 2022, meeting of the City Council adjourned at 7:15 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/09/2022	95949	A-1 Outdoor Maintenance LLC	271-790-802.000	Contracted Services	600.00
02/22	02/09/2022	95950	Alliance Entertainment	271-790-761.100	Audio Visual - Children	90.22
02/22	02/09/2022	95950	Alliance Entertainment	271-790-761.200	Audio Visual - Young Adult	37.26
02/22	02/09/2022	95950	Alliance Entertainment	271-790-761.100	Audio Visual - Children	119.97
02/22	02/09/2022	95950	Alliance Entertainment	271-790-761.000	Audio Visual - Adult	433.34
02/22	02/09/2022	95950	Alliance Entertainment	271-790-761.100	Audio Visual - Children	65.47
02/22	02/09/2022	95950	Alliance Entertainment	271-790-761.000	Audio Visual - Adult	197.33
02/22	02/09/2022	95951	All-Phase Electric Supply	582-586-775.000	Materials & Supplies	69.33
02/22	02/09/2022	95951	All-Phase Electric Supply	101-770-775.000	Materials & Supplies	33.60
02/22	02/09/2022	95951	All-Phase Electric Supply	101-770-775.000	Materials & Supplies	70.50
02/22	02/09/2022	95952	Alpha Handyman	271-790-802.000	Contracted Services	2,150.00
02/22	02/09/2022	95953	ALTEC INDUSTRIES INC.	661-598-932.000	Vehicle Repair & Maintenance	21.14
02/22	02/09/2022	95954	American Water Works Assoc.	592-549-915.000	Education & Training	238.00
02/22	02/09/2022	95955	Ballard's Plumbing & Heating	101-268-802.000	Contracted Services	611.62
02/22	02/09/2022	95956	Bingaman, Gayle	271-790-802.000	Contracted Services	90.00
02/22	02/09/2022	95957	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	84.99
02/22	02/09/2022	95958	Brabant, Jennifer	271-790-802.000	Contracted Services	90.00
02/22	02/09/2022	95959	Cart Concepts, Inc.	101-770-985.000	Equipment	1,348.00
02/22	02/09/2022	95960	Centaris	271-790-802.000	Contracted Services	386.00
02/22	02/09/2022	95960	Centaris	271-790-802.000	Contracted Services	386.00
02/22	02/09/2022	95961	Center Point Large Print	271-790-760.000	Books - Adult	54.54
02/22	02/09/2022	95962	Char-Em United Way	701-000-230.800	United Fund	41.50
02/22	02/09/2022	95963	Charlevoix-Emmet ISD	703-040-234.221	Due Char-Em District - 2021	706,509.00
02/22	02/09/2022	95964	Collias-Glaser, Hellene Kay	271-790-802.000	Contracted Services	390.00
02/22	02/09/2022	95965	Complete Paint & Supplies	101-770-931.000	Equipment Repair	31.50
02/22	02/09/2022	95966	CONCORDE SPECIALTY GASES INC.	582-584-775.000	Materials & Supplies	623.46
02/22	02/09/2022	95967	Dailey Mechanical LLC	271-790-930.000	Building Repair & Maintenance	4,765.00
02/22	02/09/2022	95968	David L Hoffman Landscaping & Nursery	204-470-802.000	Contracted Services	1,759.50
02/22	02/09/2022	95969	Derrer Oil Co.	661-598-759.000	Gas & Oil	4,749.92
02/22	02/09/2022	95970	Dinon Law PLLC	101-266-802.000	Contracted Services	192.50
02/22	02/09/2022	95971	Dodge, Karen	271-790-802.000	Contracted Services	120.00
02/22	02/09/2022	95972	Ducastel, Barbara	271-790-802.000	Contracted Services	330.00
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-222.221	Due County - 2021	2,250.04
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-222.221	Due County - 2021	165.39
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-228.221	Due County Set - 2021	3,299.44
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-222.221	Due County - 2021	83,501.44
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-222.221	Due County - 2021	43,705.02
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-222.221	Due County - 2021	119,567.61
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-233.021	Due Interest & Penalty - 2021	142.94
02/22	02/09/2022	95973	Emmet County Treasurer	703-040-233.021	Due Interest & Penalty - 2021	166.50
02/22	02/09/2022	95974	Empiric Solutions Inc.	101-228-802.000	Contracted Services	8,882.35
02/22	02/09/2022	95975	Eyes Only Media LLC	248-739-880.200	Image Campaign	616.00
02/22	02/09/2022	95976	Fisher, Amy	271-790-802.000	Contracted Services	180.00
02/22	02/09/2022	95977	FROMUTH	101-756-985.000	Equipment	260.00
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	29.59
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	29.59
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	26.39
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	84.77
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	20.79
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	99.17
02/22	02/09/2022	95978	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	30.39
02/22	02/09/2022	95979	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	35.00
02/22	02/09/2022	95979	Gibby's Garage	661-598-931.000	Equipment Repair	315.00
02/22	02/09/2022	95979	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	595.00
02/22	02/09/2022	95979	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	35.00
02/22	02/09/2022	95979	Gibby's Garage	661-598-931.000	Equipment Repair	525.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/09/2022	95979	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	1,225.00
02/22	02/09/2022	95979	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	35.00
02/22	02/09/2022	95979	Gibby's Garage	661-598-931.000	Equipment Repair	385.00
02/22	02/09/2022	95979	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	210.00
02/22	02/09/2022	95980	Gibson Excavating LLC	592-545-802.000	Contracted Services	2,905.00
02/22	02/09/2022	95980	Gibson Excavating LLC	592-545-802.000	Contracted Services	3,835.00
02/22	02/09/2022	95980	Gibson Excavating LLC	592-544-802.000	Contracted Services	9,405.00
02/22	02/09/2022	95981	Greenwood Cemetary	703-040-238.221	Due Greenwood Cemetery - 2021	105,991.50
02/22	02/09/2022	95982	GRP Engineering Inc.	582-588-802.000	Contracted Services	412.50
02/22	02/09/2022	95982	GRP Engineering Inc.	582-588-802.000	Contracted Services	410.00
02/22	02/09/2022	95982	GRP Engineering Inc.	582-588-802.000	Contracted Services	2,144.50
02/22	02/09/2022	95983	Himebauch, Kelly L	271-790-802.000	Contracted Services	90.00
02/22	02/09/2022	95984	Huntington National Bank	592-566-992.000	Interest Expense	67,412.50
02/22	02/09/2022	95984	Huntington National Bank	592-050-305.000	Bonds Payable - WWTP 2017	205,000.00
02/22	02/09/2022	95984	Huntington National Bank	592-566-992.000	Interest Expense	61,875.00
02/22	02/09/2022	95984	Huntington National Bank	592-050-302.000	Bonds Payable - WWTP	630,000.00
02/22	02/09/2022	95984	Huntington National Bank	592-050-302.000	Bonds Payable - WWTP	630,000.00-
02/22	02/09/2022	95984	Huntington National Bank	592-566-992.000	Interest Expense	61,875.00-
02/22	02/09/2022	95984	Huntington National Bank	592-050-305.000	Bonds Payable - WWTP 2017	205,000.00-
02/22	02/09/2022	95984	Huntington National Bank	592-566-992.000	Interest Expense	67,412.50-
02/22	02/09/2022	95984	Huntington National Bank	592-566-993.000	Paying Agent Fees	500.00
02/22	02/09/2022	95985	Jakeway, John	203-479-802.000	Contracted Services	147.00
02/22	02/09/2022	95986	Jakeway, Patricia	271-790-802.000	Contracted Services	390.00
02/22	02/09/2022	95987	Knickerbocker, Lynsa	271-790-802.000	Contracted Services	150.00
02/22	02/09/2022	95988	Lynn Auto Parts Inc.	101-770-775.000	Materials & Supplies	79.22
02/22	02/09/2022	95988	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	23.86
02/22	02/09/2022	95989	McCardel Culligan	101-770-802.000	Contracted Services	8.00
02/22	02/09/2022	95989	McCardel Culligan	101-770-802.000	Contracted Services	8.00-
02/22	02/09/2022	95989	McCardel Culligan	592-553-802.000	Contracted Services	60.00
02/22	02/09/2022	95989	McCardel Culligan	101-770-802.000	Contracted Services	8.00
02/22	02/09/2022	95990	Michigan Association of Chiefs of Police	101-345-802.000	Contracted Services	100.00
02/22	02/09/2022	95991	MURRAY, ANNE	101-756-808.090	Skating	1,944.00
02/22	02/09/2022	95992	North Central Laboratories	592-553-775.000	Materials & Supplies	300.09
02/22	02/09/2022	95992	North Central Laboratories	592-553-775.000	Materials & Supplies	293.46
02/22	02/09/2022	95993	North Central Mich. College	703-040-235.221	Due NCMC - 2021	183,579.36
02/22	02/09/2022	95993	North Central Mich. College	703-040-235.221	Due NCMC - 2021	164,892.11
02/22	02/09/2022	95994	Northern Gale Cleaning & Property Mgmt	271-790-802.000	Contracted Services	200.00
02/22	02/09/2022	95995	Northern Lights	101-789-767.000	Uniforms	254.00
02/22	02/09/2022	95996	Northern Michigan Review Inc.	101-770-850.000	Communications	156.64
02/22	02/09/2022	95996	Northern Michigan Review Inc.	101-770-850.000	Communications	179.20
02/22	02/09/2022	95997	On Duty Gear LLC	101-345-775.000	Materials & Supplies	186.47
02/22	02/09/2022	95998	Petoskey Public Schools	703-040-237.221	Due P.P.S./ Debt - 2021	675.28
02/22	02/09/2022	95998	Petoskey Public Schools	703-040-237.221	Due P.P.S./ Debt - 2021	533.37
02/22	02/09/2022	95998	Petoskey Public Schools	703-040-233.021	Due Interest & Penalty - 2021	428.03
02/22	02/09/2022	95998	Petoskey Public Schools	703-040-233.021	Due Interest & Penalty - 2021	40.39
02/22	02/09/2022	95998	Petoskey Public Schools	703-040-233.021	Due Interest & Penalty - 2021	26.91
02/22	02/09/2022	95999	Plunkett Cooney	101-266-802.000	Contracted Services	27.00
02/22	02/09/2022	95999	Plunkett Cooney	101-266-802.000	Contracted Services	525.00
02/22	02/09/2022	95999	Plunkett Cooney	101-262-802.000	Contracted Services	1,115.44
02/22	02/09/2022	95999	Plunkett Cooney	101-266-802.000	Contracted Services	165.00
02/22	02/09/2022	95999	Plunkett Cooney	101-257-802.000	Contracted Services	1,032.50
02/22	02/09/2022	95999	Plunkett Cooney	101-266-802.000	Contracted Services	4,299.00
02/22	02/09/2022	96000	SEPLA	101-345-912.000	Education & Training	375.00
02/22	02/09/2022	96001	Standard Electric Company	582-010-111.000	Inventory - Materials	538.80
02/22	02/09/2022	96001	Standard Electric Company	582-586-775.000	Materials & Supplies	1,027.14
02/22	02/09/2022	96002	Sure Lock & Homes LLC	101-770-775.000	Materials & Supplies	135.00

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02/22	02/09/2022	96003	Trace Analytical Laboratories LLC	592-553-801.000	Professional Services	488.40
02/22	02/09/2022	96004	Truck & Trailer Specialties	661-598-931.000	Equipment Repair	70.57
02/22	02/09/2022	96005	Unique Management Services Inc.	271-790-802.000	Contracted Services	17.90
02/22	02/09/2022	96005	Unique Management Services Inc.	271-790-802.000	Contracted Services	50.00
02/22	02/09/2022	96006	Up North Service LLC	514-587-802.000	Contracted Services	5,089.50
02/22	02/09/2022	96007	Voorheis, Margaret Ann	271-790-802.000	Contracted Services	300.00
02/22	02/09/2022	96008	Wagner, Laura	271-790-802.000	Contracted Services	150.00
02/22	02/09/2022	96009	Whitehead-vanLobenSels, Sharon	271-790-802.000	Contracted Services	180.00
02/22	02/09/2022	96010	Yallup, Tracey	271-790-802.000	Contracted Services	150.00
02/22	02/16/2022	96018	Advance Auto Parts	661-010-111.000	Inventory - Materials	24.49
02/22	02/16/2022	96018	Advance Auto Parts	661-010-111.000	Inventory - Materials	24.49
02/22	02/16/2022	96019	Aflac	701-000-230.180	AFLAC Insurance Premiums	727.16
02/22	02/16/2022	96020	Amazon Capital Services	101-172-751.000	Office Supplies	34.00
02/22	02/16/2022	96020	Amazon Capital Services	101-770-751.000	Office Supplies	34.00
02/22	02/16/2022	96020	Amazon Capital Services	101-215-751.000	Office Supplies	109.46
02/22	02/16/2022	96020	Amazon Capital Services	101-345-751.000	Office Supplies	136.00
02/22	02/16/2022	96020	Amazon Capital Services	661-598-931.000	Equipment Repair	28.91
02/22	02/16/2022	96020	Amazon Capital Services	592-542-775.000	Materials & Supplies	489.99
02/22	02/16/2022	96020	Amazon Capital Services	101-345-751.000	Office Supplies	125.65
02/22	02/16/2022	96020	Amazon Capital Services	592-549-775.000	Materials & Supplies	14.97
02/22	02/16/2022	96020	Amazon Capital Services	101-208-751.000	Office Supplies	14.98
02/22	02/16/2022	96020	Amazon Capital Services	101-208-751.000	Office Supplies	52.17
02/22	02/16/2022	96020	Amazon Capital Services	592-549-775.000	Materials & Supplies	52.17
02/22	02/16/2022	96020	Amazon Capital Services	661-598-932.000	Vehicle Repair & Maintenance	70.00
02/22	02/16/2022	96021	AT & T MOBILITY	514-587-920.000	Public Utilities	321.92
02/22	02/16/2022	96022	AT&T	592-560-850.000	Communications	1,619.63
02/22	02/16/2022	96022	AT&T	592-558-920.000	Public Utilities	805.52
02/22	02/16/2022	96022	AT&T	582-593-850.000	Communications	127.80
02/22	02/16/2022	96023	AT&T Long Distance	101-345-850.000	Communications	60.83
02/22	02/16/2022	96024	Atchison Paper & Supply	271-790-751.000	Office/Library Supplies	203.34
02/22	02/16/2022	96024	Atchison Paper & Supply	271-790-752.000	Building Supplies	27.20
02/22	02/16/2022	96025	Beckett & Raeder Inc.	101-789-970.000	Capital Outlay	1,575.00
02/22	02/16/2022	96025	Beckett & Raeder Inc.	101-770-802.000	Contracted Services	760.00
02/22	02/16/2022	96026	BOYNE CITY TIRE & BRAKE	661-598-932.000	Vehicle Repair & Maintenance	197.27
02/22	02/16/2022	96027	Bury, Tina	271-790-958.100	Programming - Adult	492.01
02/22	02/16/2022	96028	CDW Government	101-228-775.000	Materials & Supplies	716.70
02/22	02/16/2022	96029	Char-Em United Way	701-000-230.800	United Fund	41.50
02/22	02/16/2022	96030	Cintas Corp #729	101-268-802.000	Contracted Services	50.44
02/22	02/16/2022	96030	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	37.42
02/22	02/16/2022	96030	Cintas Corp #729	204-481-767.000	Uniforms	81.13
02/22	02/16/2022	96030	Cintas Corp #729	592-560-767.000	Other - Uniforms	40.32
02/22	02/16/2022	96030	Cintas Corp #729	592-549-767.000	Other - Uniforms	40.33
02/22	02/16/2022	96030	Cintas Corp #729	582-588-767.000	Other - Uniforms	89.20
02/22	02/16/2022	96030	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	37.42-
02/22	02/16/2022	96030	Cintas Corp #729	204-481-767.000	Uniforms	81.13-
02/22	02/16/2022	96030	Cintas Corp #729	582-588-767.000	Other - Uniforms	89.20-
02/22	02/16/2022	96030	Cintas Corp #729	592-560-767.000	Other - Uniforms	40.32-
02/22	02/16/2022	96030	Cintas Corp #729	592-549-767.000	Other - Uniforms	40.33-
02/22	02/16/2022	96030	Cintas Corp #729	101-268-802.000	Contracted Services	17.23
02/22	02/16/2022	96030	Cintas Corp #729	592-544-802.000	Contracted Services	50.44
02/22	02/16/2022	96030	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	10.07
02/22	02/16/2022	96030	Cintas Corp #729	204-481-767.000	Uniforms	80.15
02/22	02/16/2022	96030	Cintas Corp #729	582-588-767.000	Other - Uniforms	85.92
02/22	02/16/2022	96030	Cintas Corp #729	592-560-767.000	Other - Uniforms	39.84
02/22	02/16/2022	96030	Cintas Corp #729	592-549-767.000	Other - Uniforms	39.83
02/22	02/16/2022	96030	Cintas Corp #729	592-544-802.000	Contracted Services	50.44

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/16/2022	96030	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	37.42
02/22	02/16/2022	96030	Cintas Corp #729	204-481-767.000	Uniforms	79.87
02/22	02/16/2022	96030	Cintas Corp #729	582-588-767.000	Other - Uniforms	82.81
02/22	02/16/2022	96030	Cintas Corp #729	592-560-767.000	Other - Uniforms	39.69
02/22	02/16/2022	96030	Cintas Corp #729	592-549-767.000	Other - Uniforms	39.70
02/22	02/16/2022	96030	Cintas Corp #729	101-268-802.000	Contracted Services	17.23
02/22	02/16/2022	96031	Consumers Energy	202-475-920.000	Public Utilities	125.82
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	196.54
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	218.20
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	198.24
02/22	02/16/2022	96031	Consumers Energy	592-538-920.000	Public Utilities	1,276.98
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	198.80
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	110.92
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	639.20
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	499.43
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	199.78
02/22	02/16/2022	96031	Consumers Energy	592-558-920.000	Public Utilities	676.62
02/22	02/16/2022	96032	David L Hoffman Landscaping & Nursery	204-550-802.000	Contracted Services	3,145.00
02/22	02/16/2022	96033	Demco	271-790-958.000	Programming - Children	722.44
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	101-215-801.000	Professional Services	206.89
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	204-481-801.000	Professional Services	13.43
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	204-481-801.000	Professional Services	27.17
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	204-481-801.000	Professional Services	33.43
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	271-790-801.000	Professional Services	34.53
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	211-441-802.000	Contracted Services	39.53
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	514-587-801.000	Professional Services	13.09
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	582-598-802.000	Contracted Services	268.65
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	592-549-802.000	Contracted Services	58.47
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	592-560-802.000	Contracted Services	79.78
02/22	02/16/2022	96034	Dennis Gartland & Niergarth	661-598-801.000	Professional Services	25.03
02/22	02/16/2022	96035	Derrer Oil Co.	661-598-759.000	Gas & Oil	3,425.94
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	514-587-802.000	Contracted Services	3,727.50
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	202-479-802.000	Contracted Services	3,727.50
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	101-268-802.000	Contracted Services	858.00
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	582-593-930.000	Building Repair & Maintenance	242.00
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	514-587-802.000	Contracted Services	1,100.00
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	582-584-802.000	Contracted Services	116.25
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	582-584-802.000	Contracted Services	192.50
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	582-593-930.000	Building Repair & Maintenance	192.50
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	101-345-802.100	Contracted Services-Station W	667.50
02/22	02/16/2022	96036	Dunkel Excavating Services Inc.	202-479-802.000	Contracted Services	268.75
02/22	02/16/2022	96037	Dunn's Business Solutions	101-172-751.000	Office Supplies	9.84
02/22	02/16/2022	96037	Dunn's Business Solutions	101-201-751.000	Office Supplies	9.84
02/22	02/16/2022	96037	Dunn's Business Solutions	101-208-751.000	Office Supplies	6.89
02/22	02/16/2022	96037	Dunn's Business Solutions	101-257-751.000	Office Supplies	4.92
02/22	02/16/2022	96037	Dunn's Business Solutions	101-215-751.000	Office Supplies	5.90
02/22	02/16/2022	96037	Dunn's Business Solutions	101-345-751.000	Office Supplies	25.58
02/22	02/16/2022	96037	Dunn's Business Solutions	101-400-751.000	Office Supplies	4.92
02/22	02/16/2022	96037	Dunn's Business Solutions	101-441-751.000	Office Supplies	14.76
02/22	02/16/2022	96037	Dunn's Business Solutions	101-770-751.000	Office Supplies	2.95
02/22	02/16/2022	96037	Dunn's Business Solutions	101-773-775.000	Materials & Supplies	.98
02/22	02/16/2022	96037	Dunn's Business Solutions	101-756-751.000	Office Supplies	9.84
02/22	02/16/2022	96037	Dunn's Business Solutions	101-789-751.000	Office Supplies	1.95
02/22	02/16/2022	96038	Englebrecht, Robert	101-257-802.100	Contracted Services - Assessor	3,750.00
02/22	02/16/2022	96039	Factor Systems LLC	101-208-803.000	Contracted Services - Billing	3,908.45
02/22	02/16/2022	96040	Fastenal Company	661-598-931.000	Equipment Repair	13.60

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02/22	02/16/2022	96040	Fastenal Company	582-586-775.000	Materials & Supplies	40.33
02/22	02/16/2022	96040	Fastenal Company	661-598-785.000	Small Tools & Supplies	40.00
02/22	02/16/2022	96040	Fastenal Company	582-588-785.000	Small Tools & Supplies	80.30
02/22	02/16/2022	96040	Fastenal Company	661-598-931.000	Equipment Repair	34.90
02/22	02/16/2022	96040	Fastenal Company	582-586-775.000	Materials & Supplies	5.86
02/22	02/16/2022	96041	GFL Environmental	582-593-930.000	Building Repair & Maintenance	419.22
02/22	02/16/2022	96041	GFL Environmental	592-551-806.000	Sludge Removal	400.73
02/22	02/16/2022	96041	GFL Environmental	101-770-802.000	Contracted Services	250.88
02/22	02/16/2022	96041	GFL Environmental	101-756-802.000	Contracted Services	83.63
02/22	02/16/2022	96041	GFL Environmental	101-754-802.000	Contracted Services	213.72
02/22	02/16/2022	96041	GFL Environmental	101-268-802.000	Contracted Services	130.09
02/22	02/16/2022	96041	GFL Environmental	101-265-802.000	Contracted Services	250.88
02/22	02/16/2022	96041	GFL Environmental	101-770-802.000	Contracted Services	464.62
02/22	02/16/2022	96042	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	98.90
02/22	02/16/2022	96042	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	246.89
02/22	02/16/2022	96042	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	204.26
02/22	02/16/2022	96042	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	177.96
02/22	02/16/2022	96042	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	87.26
02/22	02/16/2022	96043	Great Lakes Energy	592-538-920.000	Public Utilities	299.92
02/22	02/16/2022	96043	Great Lakes Energy	101-345-920.100	Public Utilities-Station West	497.76
02/22	02/16/2022	96043	Great Lakes Energy	592-538-920.000	Public Utilities	334.03
02/22	02/16/2022	96043	Great Lakes Energy	592-558-920.000	Public Utilities	140.51
02/22	02/16/2022	96044	Great Lakes Pipe & Supply	101-773-931.000	Equipment Repair	162.91
02/22	02/16/2022	96044	Great Lakes Pipe & Supply	101-773-931.000	Equipment Repair	149.77
02/22	02/16/2022	96044	Great Lakes Pipe & Supply	101-773-931.000	Equipment Repair	110.05
02/22	02/16/2022	96044	Great Lakes Pipe & Supply	101-773-931.000	Equipment Repair	8.37
02/22	02/16/2022	96044	Great Lakes Pipe & Supply	101-773-931.000	Equipment Repair	66.46
02/22	02/16/2022	96044	Great Lakes Pipe & Supply	101-773-931.000	Equipment Repair	4.06
02/22	02/16/2022	96045	Ingram Library Services	271-790-760.000	Books - Adult	2,156.57
02/22	02/16/2022	96045	Ingram Library Services	271-790-760.100	Books-Children's	2,016.28
02/22	02/16/2022	96045	Ingram Library Services	271-790-760.200	Books - Young Adult	141.42
02/22	02/16/2022	96046	K & J Septic Service LLC	592-554-802.000	Contracted Services	350.00
02/22	02/16/2022	96047	Kino Lorber	271-790-958.100	Programming - Adult	150.00
02/22	02/16/2022	96048	Kring Chevrolet Cadillac, Dave	661-598-932.000	Vehicle Repair & Maintenance	1,027.46
02/22	02/16/2022	96049	Little Traverse Disposal	271-790-802.000	Contracted Services	145.00
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	39.62
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	57.66
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	60.60
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	28.92
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-931.000	Equipment Repair	142.35
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	16.23
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	131.74
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	66.26
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	8.31
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	7.08
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	20.62
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	65.09
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	11.62
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	592-556-775.000	Materials & Supplies	59.44
02/22	02/16/2022	96050	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	63.22
02/22	02/16/2022	96051	MAGLOCLEN	101-345-802.000	Contracted Services	400.00
02/22	02/16/2022	96052	Metro Wire & Cable Corp.	582-590-775.000	Materials & Supplies	2,604.60
02/22	02/16/2022	96053	Meyer Ace Hardware	248-540-792.000	Holiday Decorations	844.35
02/22	02/16/2022	96053	Meyer Ace Hardware	582-593-930.000	Building Repair & Maintenance	8.99
02/22	02/16/2022	96053	Meyer Ace Hardware	101-770-934.000	WSP Extras	3.22
02/22	02/16/2022	96053	Meyer Ace Hardware	101-770-934.000	WSP Extras	8.99

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/16/2022	96053	Meyer Ace Hardware	101-773-931.000	Equipment Repair	63.43
02/22	02/16/2022	96053	Meyer Ace Hardware	101-773-931.000	Equipment Repair	41.85-
02/22	02/16/2022	96053	Meyer Ace Hardware	582-584-775.000	Materials & Supplies	14.39
02/22	02/16/2022	96053	Meyer Ace Hardware	101-773-931.000	Equipment Repair	14.39
02/22	02/16/2022	96053	Meyer Ace Hardware	582-584-775.000	Materials & Supplies	8.09
02/22	02/16/2022	96053	Meyer Ace Hardware	271-790-752.000	Building Supplies	30.20
02/22	02/16/2022	96053	Meyer Ace Hardware	101-789-775.000	Materials & Supplies	70.99
02/22	02/16/2022	96053	Meyer Ace Hardware	101-773-931.000	Equipment Repair	22.31
02/22	02/16/2022	96053	Meyer Ace Hardware	101-773-931.000	Equipment Repair	11.69
02/22	02/16/2022	96053	Meyer Ace Hardware	101-268-775.000	Materials & Supplies	9.32
02/22	02/16/2022	96054	Michigan Downtown Association	514-587-912.000	Education & Training	170.00
02/22	02/16/2022	96055	Midwest Tape	271-790-761.000	Audio Visual - Adult	239.96
02/22	02/16/2022	96055	Midwest Tape	271-790-761.000	Audio Visual - Adult	44.99
02/22	02/16/2022	96055	Midwest Tape	271-790-761.000	Audio Visual - Adult	69.98
02/22	02/16/2022	96056	Overdrive Inc.	271-790-762.000	Electronic Materials	147.96
02/22	02/16/2022	96056	Overdrive Inc.	271-790-762.000	Electronic Materials	149.87
02/22	02/16/2022	96056	Overdrive Inc.	271-790-762.000	Electronic Materials	102.84
02/22	02/16/2022	96056	Overdrive Inc.	271-790-762.000	Electronic Materials	55.00
02/22	02/16/2022	96056	Overdrive Inc.	271-790-762.000	Electronic Materials	1,000.00
02/22	02/16/2022	96057	Performance Painting	592-554-802.000	Contracted Services	2,974.00
02/22	02/16/2022	96058	Petoskey Regional Chamber	101-172-915.000	Memberships & Dues	350.00
02/22	02/16/2022	96059	Petoskey Rotary Club	101-345-915.000	Memberships & Dues	209.50
02/22	02/16/2022	96059	Petoskey Rotary Club	101-756-880.000	Community Relations	209.50
02/22	02/16/2022	96060	Police and Firemen's Insurance	701-000-230.185	Police and Fire Insurance	379.38
02/22	02/16/2022	96060	Police and Firemen's Insurance	701-000-230.185	Police and Fire Insurance	1.00-
02/22	02/16/2022	96060	Police and Firemen's Insurance	701-000-230.185	Police and Fire Insurance	379.38
02/22	02/16/2022	96060	Police and Firemen's Insurance	701-000-230.185	Police and Fire Insurance	378.38-
02/22	02/16/2022	96061	Printing Systems Inc.	101-172-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	101-201-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	101-208-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	101-257-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	101-215-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	592-560-751.000	Office Supplies	4.95
02/22	02/16/2022	96061	Printing Systems Inc.	101-789-751.000	Office Supplies	4.91
02/22	02/16/2022	96061	Printing Systems Inc.	514-587-802.100	Cont. Svcs - Downtown Office	4.91
02/22	02/16/2022	96061	Printing Systems Inc.	271-790-751.000	Office/Library Supplies	11.78
02/22	02/16/2022	96061	Printing Systems Inc.	204-481-751.000	Office Supplies	4.91
02/22	02/16/2022	96061	Printing Systems Inc.	582-588-751.000	Office Supplies	11.78
02/22	02/16/2022	96061	Printing Systems Inc.	592-549-751.000	Office Supplies	4.91
02/22	02/16/2022	96061	Printing Systems Inc.	101-345-751.000	Office Supplies	10.80
02/22	02/16/2022	96061	Printing Systems Inc.	101-400-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	101-441-751.000	Office Supplies	1.96
02/22	02/16/2022	96061	Printing Systems Inc.	101-756-751.000	Office Supplies	8.84
02/22	02/16/2022	96061	Printing Systems Inc.	101-770-751.000	Office Supplies	11.78
02/22	02/16/2022	96061	Printing Systems Inc.	101-773-775.000	Materials & Supplies	4.91
02/22	02/16/2022	96062	Proclean North	592-554-802.000	Contracted Services	786.50
02/22	02/16/2022	96062	Proclean North	582-593-930.000	Building Repair & Maintenance	1,396.50
02/22	02/16/2022	96063	Range Telecommunications	204-481-850.000	Communications	125.00
02/22	02/16/2022	96063	Range Telecommunications	101-756-850.000	Communications	25.00
02/22	02/16/2022	96063	Range Telecommunications	582-593-850.000	Communications	175.00
02/22	02/16/2022	96063	Range Telecommunications	592-560-850.000	Communications	101.69
02/22	02/16/2022	96063	Range Telecommunications	592-549-850.000	Communications	101.68
02/22	02/16/2022	96064	Royal Tire	661-598-932.000	Vehicle Repair & Maintenance	900.00
02/22	02/16/2022	96064	Royal Tire	661-598-931.000	Equipment Repair	113.98
02/22	02/16/2022	96065	Safety-Kleen Systems Inc.	661-598-785.000	Small Tools & Supplies	309.70
02/22	02/16/2022	96066	Scholastic Inc.	271-790-760.100	Books-Children's	33.90

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/16/2022	96067	Spectrum Business	101-172-850.000	Communications	87.60
02/22	02/16/2022	96067	Spectrum Business	101-201-850.000	Communications	70.08
02/22	02/16/2022	96067	Spectrum Business	101-208-850.000	Communications	43.80
02/22	02/16/2022	96067	Spectrum Business	101-257-850.000	Communications	43.80
02/22	02/16/2022	96067	Spectrum Business	101-215-850.000	Communications	35.04
02/22	02/16/2022	96067	Spectrum Business	101-345-850.000	Communications	96.36
02/22	02/16/2022	96067	Spectrum Business	101-345-850.100	Communications-Station West	181.55
02/22	02/16/2022	96067	Spectrum Business	101-770-850.000	Communications	114.98
02/22	02/16/2022	96067	Spectrum Business	592-560-850.000	Communications	37.73
02/22	02/16/2022	96067	Spectrum Business	101-345-850.000	Communications	70.48
02/22	02/16/2022	96067	Spectrum Business	514-587-802.100	Cont. Svcs - Downtown Office	132.71
02/22	02/16/2022	96067	Spectrum Business	582-593-850.000	Communications	37.73
02/22	02/16/2022	96067	Spectrum Business	582-588-850.000	Communications	94.99
02/22	02/16/2022	96067	Spectrum Business	582-588-850.000	Communications	94.99
02/22	02/16/2022	96067	Spectrum Business	582-593-850.000	Communications	35.04
02/22	02/16/2022	96067	Spectrum Business	592-549-850.000	Communications	52.56
02/22	02/16/2022	96067	Spectrum Business	592-560-850.000	Communications	52.56
02/22	02/16/2022	96067	Spectrum Business	101-770-850.000	Communications	17.52
02/22	02/16/2022	96067	Spectrum Business	101-773-850.000	Communications	17.52
02/22	02/16/2022	96067	Spectrum Business	101-789-850.000	Communications	17.56
02/22	02/16/2022	96067	Spectrum Business	101-400-850.000	Communications	43.80
02/22	02/16/2022	96067	Spectrum Business	101-441-850.000	Communications	78.84
02/22	02/16/2022	96067	Spectrum Business	101-756-850.000	Communications	43.80
02/22	02/16/2022	96067	Spectrum Business	204-481-850.000	Communications	26.28
02/22	02/16/2022	96067	Spectrum Business	204-481-850.000	Communications	26.28
02/22	02/16/2022	96067	Spectrum Business	582-588-850.000	Communications	87.60
02/22	02/16/2022	96068	Spok	204-481-850.000	Communications	2.78
02/22	02/16/2022	96068	Spok	582-588-850.000	Communications	2.78
02/22	02/16/2022	96068	Spok	592-560-850.000	Communications	2.78
02/22	02/16/2022	96068	Spok	592-549-850.000	Communications	2.78
02/22	02/16/2022	96068	Spok	661-598-850.000	Communications	2.78
02/22	02/16/2022	96069	Standard Electric Company	582-010-111.000	Inventory - Materials	886.10
02/22	02/16/2022	96069	Standard Electric Company	592-546-775.000	Materials & Supplies	84.95
02/22	02/16/2022	96070	Staples Advantage	101-172-751.000	Office Supplies	19.35
02/22	02/16/2022	96070	Staples Advantage	101-201-751.000	Office Supplies	19.35
02/22	02/16/2022	96070	Staples Advantage	101-208-751.000	Office Supplies	13.55
02/22	02/16/2022	96070	Staples Advantage	101-257-751.000	Office Supplies	9.68
02/22	02/16/2022	96070	Staples Advantage	101-215-751.000	Office Supplies	11.61
02/22	02/16/2022	96070	Staples Advantage	101-789-751.000	Office Supplies	3.86
02/22	02/16/2022	96070	Staples Advantage	101-345-751.000	Office Supplies	50.32
02/22	02/16/2022	96070	Staples Advantage	101-400-751.000	Office Supplies	9.68
02/22	02/16/2022	96070	Staples Advantage	101-441-751.000	Office Supplies	29.03
02/22	02/16/2022	96070	Staples Advantage	101-770-751.000	Office Supplies	5.81
02/22	02/16/2022	96070	Staples Advantage	101-773-775.000	Materials & Supplies	1.94
02/22	02/16/2022	96070	Staples Advantage	101-756-751.000	Office Supplies	19.35
02/22	02/16/2022	96071	State of Michigan-Department of LARA	582-081-642.300	Residential	3,451.29
02/22	02/16/2022	96071	State of Michigan-Department of LARA	582-081-642.400	Commercial	679.47
02/22	02/16/2022	96071	State of Michigan-Department of LARA	582-081-642.500	Industrial Sales	4.35
02/22	02/16/2022	96071	State of Michigan-Department of LARA	582-081-642.200	Non-Profit Sales	159.21
02/22	02/16/2022	96072	Stradling, Nicole	101-172-751.000	Office Supplies	.85
02/22	02/16/2022	96072	Stradling, Nicole	101-201-751.000	Office Supplies	.85
02/22	02/16/2022	96072	Stradling, Nicole	101-208-751.000	Office Supplies	1.06
02/22	02/16/2022	96072	Stradling, Nicole	101-257-751.000	Office Supplies	.42
02/22	02/16/2022	96072	Stradling, Nicole	101-215-751.000	Office Supplies	.64
02/22	02/16/2022	96072	Stradling, Nicole	101-345-751.000	Office Supplies	2.02
02/22	02/16/2022	96072	Stradling, Nicole	514-587-802.100	Cont. Svcs - Downtown Office	.21

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/16/2022	96072	Stradling, Nicole	271-790-751.000	Office/Library Supplies	.22
02/22	02/16/2022	96072	Stradling, Nicole	101-400-751.000	Office Supplies	.96
02/22	02/16/2022	96072	Stradling, Nicole	101-441-751.000	Office Supplies	1.59
02/22	02/16/2022	96072	Stradling, Nicole	101-770-751.000	Office Supplies	.42
02/22	02/16/2022	96072	Stradling, Nicole	101-773-775.000	Materials & Supplies	.32
02/22	02/16/2022	96072	Stradling, Nicole	101-756-751.000	Office Supplies	.74
02/22	02/16/2022	96072	Stradling, Nicole	101-789-751.000	Office Supplies	.32
02/22	02/16/2022	96073	Survallent	582-584-802.000	Contracted Services	1,340.00
02/22	02/16/2022	96074	T2 Systems Canada Inc.	514-587-802.000	Contracted Services	165.00
02/22	02/16/2022	96075	T-Mobile	271-790-850.000	Communications	349.22
02/22	02/16/2022	96076	Up North Service LLC	204-550-802.000	Contracted Services	980.00
02/22	02/16/2022	96077	UPS Store, The	661-598-932.000	Vehicle Repair & Maintenance	17.87
02/22	02/16/2022	96078	Valley City Linen	271-790-752.000	Building Supplies	25.00
02/22	02/16/2022	96078	Valley City Linen	271-790-752.000	Building Supplies	25.00
02/22	02/16/2022	96078	Valley City Linen	271-790-752.000	Building Supplies	25.00
02/22	02/16/2022	96079	Verizon Wireless	101-345-850.000	Communications	41.25
02/22	02/16/2022	96079	Verizon Wireless	592-538-850.000	Communications	80.52
02/22	02/16/2022	96079	Verizon Wireless	592-538-920.000	Public Utilities	280.07
02/22	02/16/2022	96080	Weaver Design Agency LLC	271-790-802.000	Contracted Services	1,562.80
02/22	02/16/2022	96081	Zaremba Equipment Inc.	661-598-932.000	Vehicle Repair & Maintenance	465.51
02/22	02/16/2022	96081	Zaremba Equipment Inc.	661-598-932.000	Vehicle Repair & Maintenance	172.06
02/22	02/16/2022	96096	EMMET COUNTY	582-593-775.000	Materials & Supplies	6,248.50
02/22	02/16/2022	96097	Icon Ice LLC	248-540-882.180	Winter Blues Carnival	9,750.00
02/22	02/16/2022	999281	ACH-CHILD SUPPORT	701-000-230.160	Child Support	160.23
02/22	02/16/2022	999282	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	12,773.48
02/22	02/16/2022	999282	ACH-EFTPS	701-000-230.100	Federal Withholding Payable	20,451.92
02/22	02/16/2022	999282	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	12,773.48
02/22	02/16/2022	999282	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	2,987.30
02/22	02/16/2022	999282	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	2,987.30
02/22	02/16/2022	999283	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	672.40
02/22	02/16/2022	999283	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	6,410.00
02/22	02/16/2022	999283	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	2,073.91
02/22	02/16/2022	999284	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	1,667.32
02/22	02/16/2022	999284	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	1,757.66
02/22	02/16/2022	999284	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	131.72
02/22	02/16/2022	999284	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	138.08
02/22	02/16/2022	999285	ICMA-ROTH	701-000-230.900	Roth IRA	370.00
02/22	02/16/2022	999286	Mers DC 45	701-000-230.120	MERS Payable	2,201.33
02/22	02/16/2022	999286	Mers DC 45	701-000-230.120	MERS Payable	2,221.84
02/22	02/16/2022	999286	Mers DC 45	001-000-001.001	Cash	523.16
02/22	02/16/2022	999286	Mers DC 45	001-000-001.001	Cash	518.64
Grand Totals:						1,655,271.21

Report Criteria:

Check.Check issue date = 02/03/2022-02/16/2022

Check Number	Check Issue Date	Name	GL Account	Amount
95948	02/03/2022	Schuetz, Kala	582040285000	42.66
96011	02/09/2022	Green Projects Group	582588803000	40.00
96012	02/09/2022	Leavy, Patrick	582081642300	62.33
96013	02/09/2022	McKay, Rodney	101087654000	20.00
96014	02/09/2022	Olmstead, Steve	582588803000	300.00
96015	02/09/2022	VanEvery, Ken	101087654000	50.00
96016	02/09/2022	McPherson, Kelsey	582040285000	16.77
96017	02/09/2022	Spire America Holdings, Inc	582040285000	44.52
96085	02/16/2022	ATA National Title Group	701040274000	26.10
96086	02/16/2022	Fettig, Meranda	101087654000	50.00
96087	02/16/2022	Freds, Jilian	582588803000	75.00
96088	02/16/2022	Green Projects Group	582588803000	100.00
96088	02/16/2022	Green Projects Group	582588803000	76.00
96088	02/16/2022	Green Projects Group	582588803000	100.00
96088	02/16/2022	Green Projects Group	582588803000	100.00
96088	02/16/2022	Green Projects Group	582588803000	100.00
96089	02/16/2022	Greer, Michael	582588803000	300.00
96090	02/16/2022	Klepadlo, Hilary	582588803000	25.00
96091	02/16/2022	Mikulski, Matthew	101087654000	50.00
96092	02/16/2022	Nub's Nob	101756808100	5,103.00
96093	02/16/2022	Sweeney, Charlene	101087654000	50.00
96094	02/16/2022	USDA/RHS	582081642300	30.72
96095	02/16/2022	VanTreese Management	592040285000	14.00
96095	02/16/2022	VanTreese Management	582040285000	200.00
Grand Totals:				6,976.10



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

DATE PREPARED: February 16, 2022

AGENDA SUBJECT: Festival Area Roof Replacement Contract

RECOMMENDATION: That City Council authorize contracting with Story Roofing, Gaylord

Background The City's Capital Improvement Plan includes budgeted funds of \$30,000 to replace the shingled roof of Festival Area Shelter with a standing seam metal roof. The current roof is at least 30 years old and has been patched several times. There is concern the support under the shingles may be rotted due to water damage, so a \$5,000 allowance was included in the specifications to fix any issues outside of the scope of the roof.

The style of the roof will match the Bear River Shelter and comes with a 45-year manufacture warranty and a 2-year labor warranty covered by the contractor. The project should take five days and will be completed prior to Memorial Day.

Proposals City staff prepared the bid specifications, bid invitations were sent to local roofing contractors, construction services associations and bidders plan rooms, and the project was advertised in the Petoskey News Review and on the City's website. Bids were opened on Tuesday, February 15, 2022 and the following three bids were submitted:

<u>Bidder</u>	<u>Amount</u>
Story Roofing Company Gaylord, MI	\$18,845
ASAP Roofing Gaylord, MI	\$22,300
Innovative Sheet Metals Muskegon, MI	\$35,500

Recommendation City staff recommends City Council authorize contracting with Story Roofing Company, Gaylord, for \$18,845 for installation of a metal roof on Festival Area Shelter.

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City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

DATE PREPARED: February 9, 2022

AGENDA SUBJECT: Consider License Agreement with Little Traverse Bay Ferry Company for Use of Resource Center Visitors Room

RECOMMENDATION: That City Council consider a license agreement with Little Traverse Bay Ferry Company for Use of Resource Center Visitors Room

Background In 2020 the City approved an agreement with the Little Traverse Bay Ferry Company (LTBFC) which allowed them the use of a slip and the privilege to operate their services off of A Pier. The ferry service has been a positive addition to the Visitors and every year the service and operations improve.

Last year the agreement did not include the usage of a slip as the ferry will be moored at Bay Harbor Marina. City and LTBFC staff worked together to insure the operations of the ferry service are smooth and efficient. The ferry service operates off of A Pier and are charged an annual \$1,000 service fee. This is the same fee that Harbor Springs is charging the company.

This year, staff approached the LTBFC to see if they'd be interested in having their operations out of the vacant Resource Center Visitors Room. City marina staff, park maintenance employees and the concession vendor often are asked questions about the ferry, so having a LTBFC office on the Bayfront would provide better overall customer service. The Resource Center Visitors Room has not been used for anything in 10+ years so this opportunity would add purpose to an otherwise vacant room.

The license agreement for use of the Resource Center Visitors Room grants the LTBFC the right to sell tickets, provide information and offer ferry related only merchandise for sale. The room will not be used for the purpose of selling any other products or services unrelated to the LTBFC.

Review The attached agreement has been reviewed for completeness by City staff, legal counsel and the Little Traverse Bay Ferry Company. The LTBFC is very acceptable to the terms of the agreement and is excited about the opportunity to consolidate their operations to the Bayfront.

Recommendation That City Council adopt a motion to approve the agreement with Little Traverse Bay Foundation for use of the Resource Center Visitors Room for their business operations.

kk
Enclosure



City of Petoskey

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

AGREEMENT

LICENSE AGREEMENT

LITTLE TRAVERSE BAY FOUNDATION USE OF BAYFRONT PARK RESOURCE CENTER VISITORS ROOM

THIS LICENSE AGREEMENT (“*Agreement*”) made this _____ day of February, 2022, by and between the City of Petoskey, a Michigan municipal corporation, of 101 East Lake Street, Petoskey, Michigan 49770 (hereinafter the “*City*”) and Little Traverse Bay Foundation, a Michigan nonprofit corporation whose registered address is 115 East Third Street, Harbor Springs, Michigan 49740 (hereinafter “*Licensee*”) pursuant to the following terms and conditions concerning the operation of the Bayfront Park Resource Center Visitors Room (hereinafter “*Room*”), which is more particularly depicted on the attached **Exhibit A:**

1. License and Location.

- A. **TERMS.** The City hereby grants to Licensee a revocable, non-exclusive license to run day to day operations for the Ferry Service using the Room for twelve (12) months beginning March 1, 2022.
 - a. The City grants the Licensee the right to sell tickets, provide information offer Ferry related only merchandise for sale using the Room.
 - b. The Room is not to be used for the purpose of selling any other products or services unrelated to the Licensee.
- B. **MODIFICATIONS TO VISITORS ROOM.** Interior of the existing room may not be modified by Licensee, however it may be furnished with temporary office furniture, equipment and customer tables. All property of Licensee shall be removed from the premises within 15 days of conclusion of Agreement.
 - a. Licensee accepts the Room in its present “as is” condition. No alterations may be made by the Licensee to the Room. Licensee shall be responsible for the cost to repair any damages caused by the Licensee to the Room. In no event shall the City be liable for any damages to the Licensee’s contents or equipment, or loss of personal property in the Room or any injury sustained to any person in the Licensee’s area of responsibility.
- C. **SIGNAGE.** Licensee, upon City approval of size, design and location, may display up to two directional/informational sandwich board type signs to inform public of concession location at the following locations:

- a. On walkway in front of Resource Center Visitors Room door.
- b. Near Pier A providing direction to office and ferry service area at end of pier.

Cost of signage and installation will be the responsibility of Licensee. Signs will be removed at the end of each day.

D. **MAINTENANCE OF BUILDING.** Licensee shall be responsible for keeping interior carpet, windows and public surfaces clean. Walkway in front of entrance will also be neatly maintained, free from litter or debris. (See page 6 of agreement)

E. **TERMINATION.** This Agreement, including the License granted by the City, may be terminated by either the City or Licensee upon ten (10) days written notice to the other party. The termination or expiration of this Agreement shall not relieve Licensee of its obligations to the City. The Licensee shall, within this ten (10) day period, remove all trade fixtures and all other personal property of Licensee. In addition, the City shall have the right to terminate this Agreement at any time immediately upon written notice to Licensee for Licensee's failure to fulfill any of its obligations under this License Agreement or upon any violation of rule or law applicable to the providing of services or upon the insolvency or bankruptcy of Licensee. In this case, Licensee shall vacate the Room and remove its property upon reasonable request of the City.

- 2. License Fee. Licensee will pay the City three (3) installments of \$3,500 by the 15th of March, July, and November.
- 3. Seasonal Dates of Operation. Licensee will be responsible for setting, displaying and promoting times and are recommended to be open to the public according to the ferry service schedule.
- 4. Maintenance. Licensee is responsible for cleaning the Resource Center Visitors Room, including interior floors, garbage receptacles, walks, windows, tables, chairs, public serving areas, etc. Exterior building maintenance and repair will be the responsibility of the City, with the exception of the sidewalk front of the entrance door, which shall be maintained by the Licensee. The City shall be notified of any usage during the ferry off season so arrangements can be made to adjust utilities.

The City shall also be responsible for all areas such as the cleaning of restrooms and meetings room located in the Resource Center. Licensee shall check out keys at the signing of this Agreement and shall return all keys at the termination of the agreement. All keys shall be issued by the City. Licensee shall not make any duplicate copies of keys.

5. Security Background Check. All employees of the Licensee assigned to work at the Resource Center shall undergo and must pass a security clearance check performed by the Petoskey Department of Public Safety prior to beginning actual work. This background check is necessary because employees will be working in a public park setting. In the event that an employee is deemed to be a security or safety risk, the Licensee shall immediately restrict the employee from working at the Concession Stand.
6. Parking. Nothing in this License gives Licensee or their employees the right to park vehicles in the designated marina parking area. Licensee and all of its staff shall only park in area designated by the City.
7. Work Inspection. City staff and local or State Health Officials or their certified representatives shall, at all times, be allowed to inspect the Resource Center Visitors Room for compliance with this Agreement, sanitary issues, etc. Licensee shall be responsible for obtaining all necessary permits and licenses from the health department and any other state or federal agency. The presence or absence of a City inspector will not relieve the Licensee of its responsibility to comply with the terms of this Agreement.
8. Liability Insurance/Indemnification.
 - A. Licensee shall purchase and maintain such insurance as will protect the City and Licensee from claims set forth below which may arise out of, or result from, the Licensee's operations under this Agreement, whether such operations are by the Licensee or by any subcontractor or by anyone directly or indirectly employed by Licensee, including:
 1. Under worker's compensation, disability benefits, and/or other similar employee benefit acts;
 2. For damages because of bodily injury, occupational sickness or disease, or death of employees;
 3. For damages because of bodily injury, sickness or disease, or death of any person other than employees;
 4. For damages insured by usual personal injury liability coverage, which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by the Licensee; or
 - b. By any other person.
 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - B. The insurance required under this Agreement shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Licensee's obligations.

Comprehensive General Liability	Each Occurrence	Aggregate Amount
Bodily Injury	\$1,000,000	\$2,000,000
Personal Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Product Liability	\$1,000,000	\$2,000,000

**Comprehensive
Auto Liability**

Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	

Worker's Compensation Statutory Limits

- C. The Licensee shall either: Require each supplier or subcontractor to procure and to maintain during the life of this Agreement, subcontractor's Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this subparagraph, or insure the activity of the suppliers or subcontractors in Licensee's own policy.
 - D. Certificates of Insurance and the policy itself, in form and content acceptable to the City shall be filed with the City prior to the commencement any activity under this Agreement. The Certificates and Policies shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen (15) days prior notice has been given to the City.
 - E. All insurance required by Licensee shall name the City as an additional named insured.
 - F. Licensee hereby agrees to indemnify and hold the City, its agents, employees, contractors, successors, and assigns harmless for any and all liability, loss or damage the City, its agents, employees, contractors, successors, and assigns may suffer as a result of claims, demands, costs, or judgments arising out of Licensee's operations hereunder. Such indemnification shall include the reimbursement to the City, its agents, employees, contractors, successors, and assigns of reasonable attorney fees incurred by the City, its agents, employees, contractors, successors, and assigns in connection with the defense of any action related to Licensee's operations hereunder.
9. Codes, Laws and Ordinances. The Licensee shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work to be performed under this Agreement. Should any change in specifications be required to comply with laws, ordinances, rules, or regulations, the Licensee shall notify the City in writing. The Licensee shall be held to complete all work necessary to meet requirements of said laws.

10. Verifications. Prior to beginning to operate under this Agreement, Licensee shall visit Resource Center Visitors Room area and review services to be provided as outlined herein, and shall report any errors or inconsistencies to the City before commencing work. The Licensee must exercise proper precautions to verify all such work. Additional compensations will not be permitted for any error resulting from the Licensee's failure to exercise such precautions.
11. Inspection. The Resource Center Visitors Room shall be subject at all times to inspection by the City or its authorized representatives. The presence or absence of a City inspector will not relieve the Licensee of its responsibility to complete work in accordance with all applicable laws and the terms of this Agreement.
12. Changes. The Licensee may not make any changes to the Resource Center Visitors Room, nor shall it operate contrary to this Agreement, without the written consent of the City Manager.
13. Assignment. This Agreement shall not be assigned by either party and any such assignment shall immediately terminate this Agreement.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, with venue in the County of Emmet.
15. Entire Agreement. The provisions herein contained constitute the entire agreement between the parties. Any oral representations or modifications shall be of no effect. No term or condition of this Agreement may be modified, amended or waived except by a written amendment signed by all parties.

CITY OF PETOSKEY

Dated: _____, 2022

By: Alan Terry
Its: City Manager

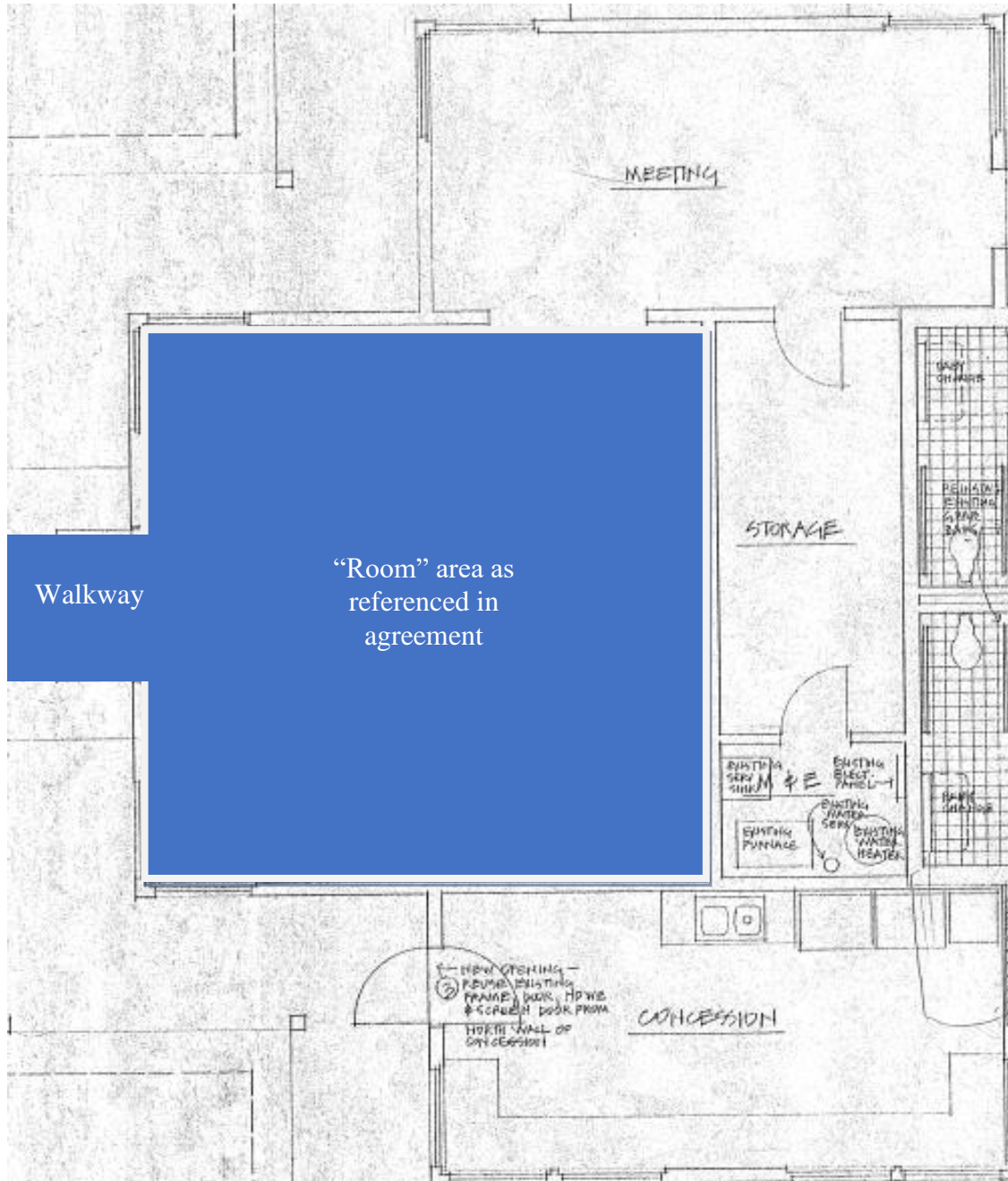
LITTLE TRAVERSE BAY FOUNDATION

Dated: _____, 2022

By: Amy Klykken
Its:

EXHIBIT A

Shading indicates Room and Walkway areas referenced in agreement



Open.18288.52780.28088046-2



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

PREPARED: February 10, 2022

AGENDA SUBJECT: MDOT Small Urban Program Contract

RECOMMENDATION: That the City Council adopt the proposed resolution

Background The 2022 Annual Budget and Capital Improvements Plan included \$675,000 within the Major Street Fund and General Street Fund for pavement resurfacing and concrete repairs to State Street between Howard Street and Kalamazoo Avenue. This local roadway is designated a Major Street under Act 51 by the Michigan Department of Transportation (MDOT) and is eligible for grant funding for maintenance and reconstruction through the Small Urban Program. MDOT, through the Small Urban Program provides \$375,000 in grant funding and administers the construction contract on behalf of the City of Petoskey.

Scope Planned upgrades and improvements as part of this project include; a “mill and fill” type pavement replacement; miscellaneous as-needed repairs to curb and gutter structures and drive approaches; sidewalk repairs and modifications for ADA compliance; and water/sewer system investigations and repairs.

Summary The enclosed resolution would authorize the Mayor and City Clerk to execute a contract with MDOT for resurfacing and miscellaneous repairs to State Street as described above. Under MDOT’s Small Urban Program, MDOT would provide a maximum of \$375,000 toward eligible construction costs with the City or Local share responsible for the remaining, which is estimated at \$300,000.

Recommendation City staff recommends that the City Council approve the enclosed resolution that would authorize the Mayor and City Clerk to execute a contract with the Michigan Department of Transportation for construction of work associated with State Street between Howard Street and Kalamazoo Avenue.

mr
Enclosures



City of Petoskey

Resolution

WHEREAS, the City of Petoskey seeks to repave and make improvements to State Street between Howard Street and Kalamazoo Avenue; and

WHEREAS, the Michigan Department of Transportation (MDOT), through its Small Urban Program has identified grant funding to pay up to \$375,000 of construction costs; and

WHEREAS, MDOT has requested that the City enter into a contract to allow for contract administration and a local share of these construction costs:

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute contract number 22-5010, Control Section STUL 24000, Job Number 208199CON with MDOT, and take all other necessary steps to complete the State Street project.

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 February, 2022, 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 February, 2022.

Alan Terry, City Clerk

STP

DA

Control Section	STUL 24000
Job Number	208199CON
Project	22A0237
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5010

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PETOSKEY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Petoskey, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 1, 2022, attached hereto and made a part hereof:

Hot mix asphalt cold milling and paving, concrete curb and gutter, sidewalk and sidewalk ramps along State Street from Howard Street to Kalamazoo Avenue; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation

corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PETOSKEY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 1, 2022

EXHIBIT I

CONTROL SECTION	STUL 24000
JOB NUMBER	208199CON
PROJECT	22A0237

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$581,900
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$581,900
Less Federal Funds*	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$206,900

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

PREPARED: February 7, 2022

AGENDA SUBJECT: Certifying and decertifying portions of the reconfigured Jackson Street for purposes of motor fuel tax reimbursement under P.A. 51 of 1951

RECOMMENDATION: That the City Council consider the proposed resolutions

Background As part of McLaren Northern Michigan Hospital's recent expansion of on-campus facilities, Jackson Street between the hospital Ring Road and Charlevoix Avenue was extended west to better align with Cemetery Road and provide continuity within the confines of the hospital campus. McLaren Hospital constructed the Jackson Street extension on hospital property and recently has deeded all associated property to the City of Petoskey, which now allows the extension to be added to the City's street system per Public Act 51 requirements. Under P.A. 51, all street additions and/or deletions to the City's street system must be certified via resolution for purposes of motor fuel tax reimbursement. See enclosed surveys for reference.

Reimbursements Under P.A. 51 of 1951, the City of Petoskey receives funding from motor fuel tax reimbursements using a formula based on the City's population and the number of miles of major and local streets. The City currently has 11.02 miles of roadways classified as major streets and 22.31 miles classified as local streets. For reference, the difference between a major street and local street is primarily based on traffic volumes and area of service.

Action Jackson Street is currently classified as a local street and will require two specific resolutions to decertify and recertify the current reconfiguration. City Council is being asked to adopt the following two resolutions:

1. A resolution that will decertify/vacate the portion of Jackson Street that was removed (589.35 feet) near the Ring Road; and
2. A resolution that will certify the new Jackson Street extension (983.90 feet) that now aligns with Cemetery Road.

mr
Enclosures



City of Petoskey

Resolution

NOW, THEREFORE IT IS RESOLVED:

At a regular meeting of the City Council of Petoskey, Michigan, held at the City Hall on _____, the following resolution was offered by member _____, and supported by member _____.

WHEREAS, the City of Petoskey does wish to decertify/vacate a portion of Jackson Street. This decertification/vacation of Jackson Street is located between US-31/Spring Street and US-31/Charlevoix Avenue for a total decertification/vacation length of 589.35 feet.

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 in regular session assembled on the ____ day of _____, 2022, 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 _____, 2022.

Alan Terry, City Clerk



City of Petoskey

Resolution

At a regular meeting of the City Council of Petoskey, Michigan, held at the City Hall on _____, 2022, the following resolution was offered by member _____, and supported by member _____.

WHEREAS, the City of Petoskey did on November 15, 2021 acquire title to Jackson Street; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended:

NOW, THEREFORE IT IS RESOLVED:

1. That the center line of Jackson Street is described as:

Centerline of Jackson Street which is part of Government Lots 3 & 4, Section 6, Township 34 North, Range 5 West and part of Government Lot 1, Section 1, Township 34 North, Range 6 West, City of Petoskey, Emmet County, Michigan which is more particularly described as follows:

BEGINNING AT the West 1/4 corner of Section 6, Township 34 North, Range 5 West, City of Petoskey, Emmet County Michigan, being the intersection of Jackson Street, Charlevoix Ave. and Cemetery Road; thence along the centerline of Jackson Street on the following 3 courses N 00°21'56"E 337.66 feet; thence 246.62 feet along the arc of a curve to the right, radius 160.00 feet, delta 88°18'57", long chord N 44°55'25"E 222.92 feet and thence N 89°04'53"E 399.62 feet to the PLACE OF ENDING.

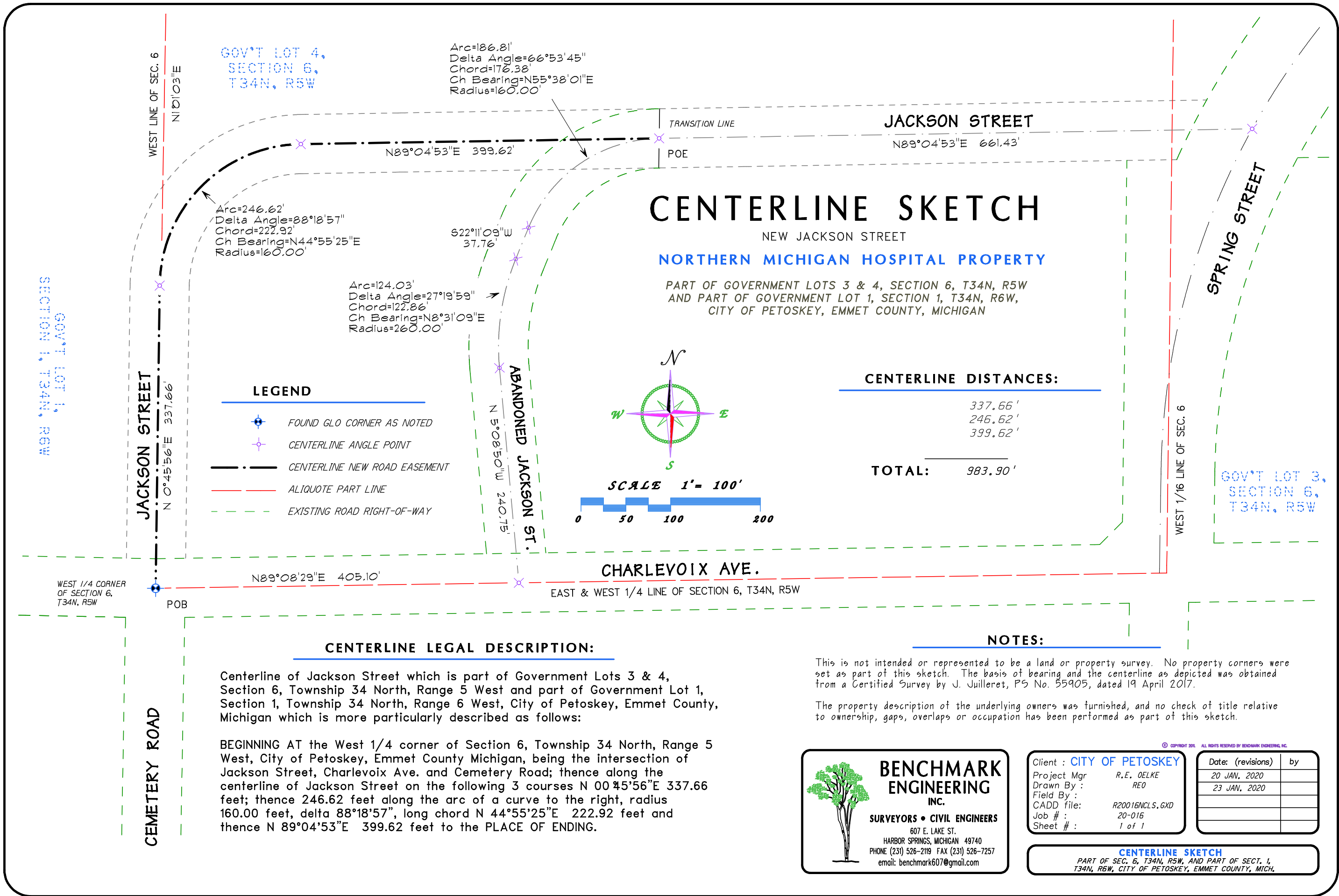
2. That said street is located within a City right-of-way and is under the control of the City of Petoskey.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2021.

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 in regular session assembled on the ____ day of _____, 2022, 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 _____, 2022.

Alan Terry, City Clerk





City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

PREPARED: February 17, 2022

AGENDA SUBJECT: Vehicle & Equipment Purchase Authorization

RECOMMENDATION: That City Council authorize purchases under the Mi-Deal State of Michigan Purchasing Contract and the National Intergovernmental Purchasing Alliance

Background The City's 2022 Annual Budget and Capital Improvement Plan allocated \$495,000 within the Motor Pool Fund to purchase certain vehicles and equipment. Capital expenditures as proposed for year 2022 would replace existing vehicles and equipment within the Motor Pool.

For many years, the City has routinely made purchases from the State of Michigan Mi-Deal Purchasing Contract and the National Intergovernmental Purchasing Alliance (National IPA). These programs are extended purchasing programs that allow local units of government to utilize pricing through state contracts or other public entity procurements. City purchases are normally limited to road salt, vehicles and equipment.

Recommendation City staff recommends that the City Council authorize purchases for the following vehicles and equipment under the Mi-Deal State of Michigan purchasing contract and the National IPA.

- Mi-Deal purchase of latest production Bobcat UW56 Utility Work Machine with attachments from Clark Equipment Company dba Bobcat Company of West Fargo, North Dakota, at a cost not to exceed \$77,000.73 (Budget \$80,000). Attachments include a loader bucket, pallet forks and snow blower. This will replace Unit #112, a 2010 Bobcat Toolcat Utility Machine along with attachments, that will be sold at auction.
- Mi-Deal purchase and installation of latest production Utility Box from Truck & Trailer Specialties, Inc., Boyne Falls, at a cost not to exceed \$80,824.00 (Budget \$155,000). This retrofit project would include replacing the existing Utility Box and Crane on Water/Wastewater Unit #33, a 2009 Cab & Chassis. Staff has determined this proposed retrofit would extend this vehicle's life for approximately 8-10 years.
- National IPA purchase of latest production commercial mower, Toro Groundsmaster with out-front and side-wing deck assemblies from Spartan Distributors, Sparta, Michigan, at a cost not to exceed \$78,855.90 (Budget \$80,000). This unit would replace Parks and Recreation mower Unit #148, a 2003 similar type commercial mower, that will be sold at auction.

Due to availability and other issues, the following pick-up trucks will be purchased either from Todd Wenzel Fleet and Commercial Truck Sales, Westland, or Berger Chevrolet Fleet Sales, Grand Rapids. Estimated cost is based on 2021 costs with an additional \$500 added for vehicle color. Final purchases will be based upon availability and will not exceed budgeted amounts.

- MI-Deal purchase of latest production, extended cab, four-wheel-drive, pick-up, at an estimated price of \$30,472.50, (cost not to exceed budget amount of \$35,000). This vehicle will replace Water Department Unit #34, a 2012 GMC ½ Ton Pick-up, that will be sold at auction.
- MI-Deal purchase of latest production, extended cab, four-wheel-drive, pick-up, at an estimated price of \$30,472.50 (cost not to exceed budget amount of \$35,000). This vehicle will replace Water Department Unit #65, a 2010 Ford Ranger Pick-up, that will be sold at auction.
- MI-Deal purchase of latest production, extended cab, four-wheel-drive, pick-up, at an estimated price of \$30,472.50, (cost not to exceed budget amount of \$35,000). This vehicle will replace Parks and Recreation Unit #53, a 2010 Ford Ranger Pick-up, that will be sold at auction.

mr



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: February 21, 2022

PREPARED: February 10, 2022

AGENDA SUBJECT: Closed Session Pursuant to Section 8(c) of the Michigan Open Meetings Act

RECOMMENDATION: That City Council adopt the proposed resolution

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

sb
Enclosure



City of Petoskey

Resolution

WHEREAS, the City Manager has requested that the City Council adjourn to a closed session, pursuant to Section 8(c) of the Michigan Open Meetings Act, to consider the strategy and negotiations of a collective bargaining agreement, at the City Council's regular meeting of February 21, 2022:

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