

City of Pottersville - Council Agenda

Thursday, January 16, 2025 at 6:00 p.m. – Pottersville City Hall, 319 N. Nelson Street

A. Call to Order:**B. Pledge of Allegiance:****C. Roll Call:****D. Approval of Agenda:****E. Approval of Minutes:** Regular Meeting December 19, 2024**F. Approval of Bills: General Bills - \$35,962.24 + \$116,078.15**
TOTAL AP = \$152,040.39**G. City Manager's Report:** Manager's report is in the packet.**H. Public Comment on agenda items:****I. Communications:****J. Department Reports:** Reports are in the packet.**K. New Business:**

1. Council Elections – Mayor and Deputy Mayor
2. Resolution No. 2025-0116-01 – Parks and Recreation Five Year Plan Adoption
3. Resolution No. 2025-0116-02 – Sunset Hills East Site Condo Preliminary Site Plan
4. Resolution No. 2025-0116-03 – MDOT Small Urban Project Contract
5. Resolution No. 2025-0116-04 – Eaton County Drain Commission Bond Continuing Disclosure

L. Public Comment on non-agenda items:**M. Communications from the Council:****N. Next Regular Meeting:** Thursday, February 20, 2025, at 6:00 p.m.**O. Excuse absent member(s):****P. Adjourn:**

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

The City Council Meeting was called to order by Mayor Lenneman on Thursday, December 19, 2024, at 6:00 pm at City Hall and the Pledge of Allegiance was recited.

Roll Call: Present: Mayor Lenneman, Deputy Mayor Potter, Member Connor, Member Nichols, Member Ranshaw and Member Sweeney.

Absent: Member Myers-Southerly

Approval of Agenda: Motion by Member Nichols. Supported by Member Ranshaw. Vote: Unanimous. Motion Carried (6-0).

Approval of Minutes: Motion by Deputy Mayor Potter. Supported by Member Ranshaw. Vote: Unanimous. Motion Carried (6-0).

Approval of Bills: Motion to pay General Bills in the amount of \$92,657.22 by Deputy Mayor Potter. Supported by Member Connor. Roll Call Vote: Unanimous. Motion Carried (6-0).

Public Comment on Agenda Items: Mr. Allen Selis inquired about recycling and suggested for the Parks Plan a community garden.

Department Reports: Chief Barry shared Potterville Schools suspended the contract for Resource School Officer position. Officer Lopez resigned. Dash Cameras are being installed in the next 4-6 weeks. The department is seeking a grant for a K-9 program to be used in narcotics and search and rescue.

Open Public Hearing for the City of Potterville Parks and Recreation Five Year Plan: Motion by Deputy Mayor Potter. Supported by Member Ranshaw. Vote: Unanimous. Motion Carried (6-0).

Public Comments: Linda Amey suggested memorial plaques.

Close Public Hearing for the City of Potterville Parks and Recreation Five Year Plan: Motion by Mayor Lenneman. Supported by Deputy Mayor Potter. Vote: Unanimous. Motion Carried (6-0).

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Appointment to the Zoning Board of Appeals: Motion by Mayor Lenneman to appoint Ronald Runyan as a necessary appointment who would replace Joe Bristol Jr. and serve as the City’s Planning Commission/Zoning Board of Appeals liaison that is required by the City Zoning Code. Supported by Member Nichols. Vote: Unanimous. Motion Carried (6-0).

Appointment to the Tax Increment Finance Authority: Motion by Deputy Mayor Potter to re-appoint Bob Nichols, Ronald Norman, Judy Lenneman, John McNett, Joe Bristol Jr., and Elizabeth Ross to the Tax Increment Finance Authority. Supported by Member Nichols. Vote: Unanimous. Motion Carried (6-0).

Open Closed Session at 6:36 pm: Pursuant to the Open Meetings Act MCL.15268(e) to consult with its attorney regarding trial and or/settlement strategy in connection with the legal case – City of Potterville v C & D Hughes, Inc. Motion by Mayor Lenneman. Supported by Deputy Mayor Potter. Roll Call Vote: Unanimous. Motion Carried (6-0).

End Closed Session at 7:14 pm: Motion by Deputy Mayor Potter. Supported by Member Ranshaw. Roll Call Vote: Unanimous. Motion Carried (6-0).

Settlement and Release Document for East Cherry Street- Utilities: Motion by Deputy Mayor Potter to give Manager Sheridan authority to execute and sign the document. Supported by Mayor Lenneman. Roll Call Vote: Unanimous. Motion Carried. (6-0).

Resolution No. 2024-1219-12 - Poverty Exemption: Motion to approve by Member Nichols. Supported by Deputy Mayor Potter. Roll Call Vote: Unanimous. Motion Carried. (6-0).

2025 Annual Meeting Calendar Dates: Motion to approve by Member Nichols. Supported by Member Connor. Vote: Unanimous. Motion Carried. (6-0).

Excuse Absent Members: Motion by Deputy Mayor Potter to excuse Member Meyers-Southerly. Supported by Member Nichols. Vote: Unanimous. Motion Carried. (6-0)

Public Comment on Non-Agenda Items: None

Next Regular Meeting: January 16, 2025

City of Potterville

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Meeting Adjourned: 7:25 pm

Respectfully Submitted by:

Becky Dolman, City Clerk

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ABFALTER REPAIR LLC		
411	CHANGED THERMOSTAT HOUSING, CLEANED BLOCK AT HOUSING AND TOPPED OFF COOLANT	729.92
TOTAL VENDOR ABFALTER REPAIR LLC		729.92
VENDOR NAME: ACE HARDWARE-GRAND LEDGE		
9793	BATTERIES	29.58
TOTAL VENDOR ACE HARDWARE-GRAND LEDGE		29.58
VENDOR NAME: ALTOGAS, INC		
806753	PROPANE	901.55
TOTAL VENDOR ALTOGAS, INC		901.55
VENDOR NAME: APPLIED IMAGING		
2709439	EQUIPMENT AND PRINTING	49.38
TOTAL VENDOR APPLIED IMAGING		49.38
VENDOR NAME: BEST PLUMBING SPECIALTIES, INC		
6306494	URINAL	421.22
TOTAL VENDOR BEST PLUMBING SPECIALTIES, INC		421.22
VENDOR NAME: CAPITAL AREA MUNICIPAL CLERKS		
2025	MEMBERSHIP AND LUNCHEON MEETING	44.00
TOTAL VENDOR CAPITAL AREA MUNICIPAL CLERKS		44.00
VENDOR NAME: CASH		
DEC. 2024	REIMBURSE CASH DRAWER FOR DEC. POSTAGE FOR WATER BILLS	231.50
TOTAL VENDOR CASH		231.50
VENDOR NAME: CITY OF CHARLOTTE		
24-0002053	LAB TESTING SPRING & FALL	1,120.00
TOTAL VENDOR CITY OF CHARLOTTE		1,120.00
VENDOR NAME: CITY OF POTTERVILLE		
11/22-12/23/24	UTILITIES	552.83
TOTAL VENDOR CITY OF POTTERVILLE		552.83
VENDOR NAME: COMCAST		
DEC. 20-JAN. 19, 20	OFFICE INTERNET	126.90
TOTAL VENDOR COMCAST		126.90
VENDOR NAME: CONSUMERS ENERGY		
DEC 2024	UTILITIES	9,292.69
11/21-12/20/24	UTILITIES	939.08
TOTAL VENDOR CONSUMERS ENERGY		10,231.77
VENDOR NAME: CUMMINS, INC		
S3-241224837	PLANNED MAINTENANCE	768.73
TOTAL VENDOR CUMMINS, INC		768.73
VENDOR NAME: DELTA DENTAL		
JAN 2025	DENTAL BENEFITS	856.38
TOTAL VENDOR DELTA DENTAL		856.38
VENDOR NAME: FCI AUTOMATION - LANSING		
94134	HOSE ASSY AND ABRASION SLEECE	148.48
TOTAL VENDOR FCI AUTOMATION - LANSING		148.48
VENDOR NAME: FERGUSON WATERWORKS- METER ACCT		
215257	TUBE CUTTER, TUBE, COUPLER	1,354.23
TOTAL VENDOR FERGUSON WATERWORKS- METER ACCT		1,354.23
VENDOR NAME: INDIAN CREEK AG		
11818	TIRES	376.65

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: INDIAN CREEK AG		
	TOTAL VENDOR INDIAN CREEK AG	376.65
VENDOR NAME: MENARDS-LANSING WEST		
88955	XL COVERT	21.99
88819	30 AMP GEN CORD	69.99
	TOTAL VENDOR MENARDS-LANSING WEST	91.98
VENDOR NAME: MICHIGAN CAT		
PD16836947	SEAT ON CATERPILLAR	1,350.67
	TOTAL VENDOR MICHIGAN CAT	1,350.67
VENDOR NAME: MICHIGAN DEPT OF ENVIRONMENTAL		
761-11291986	WATER TESTS	48.00
	TOTAL VENDOR MICHIGAN DEPT OF ENVIRONMENTAL	48.00
VENDOR NAME: MICHIGAN RURAL WATER		
2020-12853	REGISTRATION FOR WATER OPERATORS SCHOOL	755.00
	TOTAL VENDOR MICHIGAN RURAL WATER	755.00
VENDOR NAME: MUNICIPAL SUPPLY		
INV8346	COMBINATION KEY, MARKING PAINT, BLUE WATER FLAGS WITH METAL STAFF	850.00
	TOTAL VENDOR MUNICIPAL SUPPLY	850.00
VENDOR NAME: OAKLAND COMMUNITY COLLEGE/CREST		
010736752	ADVANCE POLICE TRAINING	599.01
	TOTAL VENDOR OAKLAND COMMUNITY COLLEGE/CREST	599.01
VENDOR NAME: PAYTON ASSESSING, LLC		
DEC. 2024	ASSESSING SERVICES	1,416.67
	TOTAL VENDOR PAYTON ASSESSING, LLC	1,416.67
VENDOR NAME: PHP		
1/1/-1/31/25	MEDICAL BENEFITS	6,074.63
	TOTAL VENDOR PHP	6,074.63
VENDOR NAME: POTTERVILLA APPLIED TECHNOLOGY		
30897	INTERNET AND PHONES	3,499.15
	TOTAL VENDOR POTTERVILLA APPLIED TECHNOLOGY	3,499.15
VENDOR NAME: THE COUNTY JOURNAL		
285206	NOTICE OF PUBLIC HEARING - 5 YR PARK PLAN	99.50
	TOTAL VENDOR THE COUNTY JOURNAL	99.50
VENDOR NAME: THE PARTS PLACE-CHARLOTTE		
577-274940	RETURN	(181.98)
274659	OIL, FUEL, AIR FILTERS	659.26
274739	COOLANT	23.97
274764	HYDRAULIC FLUID	363.96
274899	OIL, OIL FILTER WRENCH	95.18
275631	PENETRANT	25.47
	TOTAL VENDOR THE PARTS PLACE-CHARLOTTE	985.86
VENDOR NAME: UNUM LIFE INSURANCE		
DEC 2024	SHORT/LONG TERM DISABILITY INSURANCE	338.70
	TOTAL VENDOR UNUM LIFE INSURANCE	338.70
VENDOR NAME: USA BLUEBOOK		
00569923	SAMPLE PACK FOR 10 ML	142.92
00570015	RIBBED KNIT BEANIE CAP; LIME	22.50
00570041	BIB OVERALLS	187.90
00570126	JACKETS	1,370.60
00570529	RIBBED KNIT BEANIE CAP; LIME	22.50
00575790	RIBBED BEANIE CAP11.25	11.25
	TOTAL VENDOR USA BLUEBOOK	1,757.67

01/09/2025 02:45 PM
User: RDOLMAN
DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
EXP CHECK RUN DATES 12/20/2024 - 01/09/2025
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: VISION SERVICE PLAN JAN 2025	VISION	152.28
TOTAL VENDOR VISION SERVICE PLAN		152.28
GRAND TOTAL:		35,962.24

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ACE HARDWARE-GRAND LEDGE		
9793/4	BATTERIES	29.58
9852	KEY	1.58
TOTAL VENDOR ACE HARDWARE-GRAND LEDGE		31.16
VENDOR NAME: AT&T		
DEC. 4-JAN.3, 2025 SOFTBALL FIELDS INTERNET		68.75
TOTAL VENDOR AT&T		68.75
VENDOR NAME: B & B TRUCK EQUIPMENT		
28369	HYDRASTAR HYDRAULIC MOTOR 4 BOLT	215.00
28404	HYDRASTAR HYDRAULIC MOTOR 4 BOLT, SPINNER HUB	299.00
TOTAL VENDOR B & B TRUCK EQUIPMENT		514.00
VENDOR NAME: BOBCAT OF LANSING		
P72892	SEAL DOOR, HARNESS	344.49
TOTAL VENDOR BOBCAT OF LANSING		344.49
VENDOR NAME: BUTLER HEATING & AIR CONDITIONING		
3164	HANGER HEATER NOT WORKING	89.95
TOTAL VENDOR BUTLER HEATING & AIR CONDITIONING		89.95
VENDOR NAME: CARDMEMBER SERVICE		
12/6/2024-1/7/2025 UNIFORMS, SPECIAL EVENT SUPPLIES, PHONE CHARGER, HYDRAULIC FLUID, TOOLS, STORAGE CONTAINER		3,131.60
TOTAL VENDOR CARDMEMBER SERVICE		3,131.60
VENDOR NAME: CINTAS CORPORATION #725		
DEC 2024	UNIFORM EXPENSE	346.75
TOTAL VENDOR CINTAS CORPORATION #725		346.75
VENDOR NAME: DETROIT SALT CO		
S125-28628	SALT	3,173.12
TOTAL VENDOR DETROIT SALT CO		3,173.12
VENDOR NAME: DUBOIS COOPER ASSOCIATES		
1338538	PUMP REPLACEMENT FROM STORM DAMAGE	69,740.00
TOTAL VENDOR DUBOIS COOPER ASSOCIATES		69,740.00
VENDOR NAME: ELHORN ENGINEERING		
305093	CHLOR. 30/GAL DRUM	1,142.00
TOTAL VENDOR ELHORN ENGINEERING		1,142.00
VENDOR NAME: ETNA SUPPLY COMPANY		
S106065887.001	PLUMBING	40.00
TOTAL VENDOR ETNA SUPPLY COMPANY		40.00
VENDOR NAME: FCI AUTOMATION - LANSING		
94267	ADAPTER W/O RING	10.25
94339	COUPLING, STRAINER ROUND HOLE, C&G ELBOW	675.67
TOTAL VENDOR FCI AUTOMATION - LANSING		685.92
VENDOR NAME: GRANGER CONTAINER SERVICE, INC		
27727451	WASTE SERVICES	243.55
TOTAL VENDOR GRANGER CONTAINER SERVICE, INC		243.55
VENDOR NAME: HARTLEB AGENCY		
876	CRIME & BURG 1/10/2025-1/10/2026	708.40
TOTAL VENDOR HARTLEB AGENCY		708.40
VENDOR NAME: HUTSON		
10730305	SNOW BLOWER	3,800.00

01/16/2025 11:37 AM
User: RDOLMAN
DB: Pottersville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
EXP CHECK RUN DATES 01/10/2025 - 01/16/2025
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Page: 2/2

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: HUTSON		
	TOTAL VENDOR HUTSON	3,800.00
VENDOR NAME: HUTSON, INC		
2740642	PRESSED FLANGED HOUSING, CARRIAGE BOLT, LOCK NUT, BALL BEARING	72.18
	TOTAL VENDOR HUTSON, INC	72.18
VENDOR NAME: KUSTOM SIGNALS INC		
613089	RADAR FOR POLICE CAR	1,917.00
	TOTAL VENDOR KUSTOM SIGNALS INC	1,917.00
VENDOR NAME: MENARDS-LANSING WEST		
89019	FILTER, SPRING CLAMPS, BATHROOM FAN	182.95
89116	SUPPLIES	18.68
89489	PAPER TOWELS, DRIVEWAY MARKER,	72.78
	TOTAL VENDOR MENARDS-LANSING WEST	274.41
VENDOR NAME: ST. REGIS CULVERT, INC.		
123493	CARBIDE BLADE, CURB RUNNERS FOR POLAR FLEX	1,426.20
	TOTAL VENDOR ST. REGIS CULVERT, INC.	1,426.20
VENDOR NAME: USA BLUEBOOK		
00580159	CLASS 3 BOMBER II JACKET	64.61
	TOTAL VENDOR USA BLUEBOOK	64.61
VENDOR NAME: VERIZON WIRELESS		
6102835732	SERVICE	39.02
6102482423	CELL PHONES	740.10
	TOTAL VENDOR VERIZON WIRELESS	779.12
VENDOR NAME: WIGHTMAN		
92076	CHERRY STREET	1,181.74
92109	SMALL URBAN PROJECT	2,238.75
92190	USDA EGLE GRANT - PRELIMINARY	24,000.00
	TOTAL VENDOR WIGHTMAN	27,420.49
VENDOR NAME: WILLIAMS FARM MACHINERY		
31833	WINTER OIL, FLAT FILE, SCRENCH	64.45
	TOTAL VENDOR WILLIAMS FARM MACHINERY	64.45
GRAND TOTAL:		116,078.15

User: JWest
DB: Potterville

Bank GEN (GENERAL POOLED ACCOUNT)
FROM 12/01/2024 TO 12/31/2024
Reconciliation Record ID: 290

GL Number	Description	Beginning Balance
101-000-001.000	CASH	1,409,079.76
202-000-001.000	CASH	301,858.39
203-000-001.000	CASH	165,239.49
208-000-001.000	CASH	34,701.19
370-000-001.000	CASH	
401-000-001.000	CASH	6,863.51
590-000-001.000	CASH	228,584.33
590-000-010.000	CASH IN BANK - BOND RESERVE	348,500.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	38,133.00
591-000-001.000	CASH	857,116.81
591-000-010.000	CASH IN BANK - BOND RESERVE	195,180.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	372,463.00
598-000-001.000	CASH	(12,144.23)
641-000-001.000	CASH	168,562.01

Beginning GL Balance:	4,114,137.26
Add: Cash Receipts	101,223.06
Less: Cash Disbursements	(100,183.81)
Less: Payroll Disbursements	(80,329.40)
Add: Journal Entries/Other	90,613.86
Ending GL Balance:	4,125,460.97

GL Number	Description	Ending Balance
101-000-001.000	CASH	1,418,630.39
202-000-001.000	CASH	323,230.15
203-000-001.000	CASH	157,800.28
208-000-001.000	CASH	25,775.72
370-000-001.000	CASH	
401-000-001.000	CASH	6,763.51
590-000-001.000	CASH	231,943.98
590-000-010.000	CASH IN BANK - BOND RESERVE	348,500.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	38,133.00
591-000-001.000	CASH	905,213.66
591-000-010.000	CASH IN BANK - BOND RESERVE	195,180.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	372,463.00
598-000-001.000	CASH	(12,144.23)
641-000-001.000	CASH	113,971.51

Ending GL Balance:	4,125,460.97
Ending Bank Balance:	4,127,613.66
Add: Miscellaneous Transactions	2,498.12
Add: Deposits in Transit	
MONEY RECD ON BANK STATEMENT BUT IN JAN CASH RECEIPTS	(194.22)
	(194.22)
Less: 12 AP Outstanding Checks	4,456.59
Less: 0 PR Outstanding Checks	
Adjusted Bank Balance	4,125,460.97
Unreconciled Difference:	0.00

REVIEWED BY: _____

DATE: 1-6-24

01/02/2025 03:26 PM
User: JWest
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
Bank FEST (GIZZARD FEST)
FROM 12/01/2024 TO 12/31/2024
Reconciliation Record ID: 288

GL Number	Description	Beginning Balance
211-000-001.000	CASH	48,874.24
Beginning GL Balance:		48,874.24
Add: Journal Entries/Other		942.58
Ending GL Balance:		49,816.82

GL Number	Description	Ending Balance
211-000-001.000	CASH	49,816.82
Ending GL Balance:		49,816.82
Ending Bank Balance:		49,816.82
Add: Deposits in Transit		0.00
Less: 0 AP Outstanding Checks		
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		49,816.82
Unreconciled Difference:		0.00

REVIEWED BY: _____



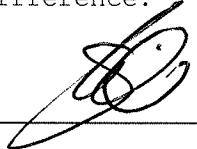
DATE: _____

1-2-25

GL Number	Description	Beginning Balance
703-000-001.000	CASH	38,791.84
Beginning GL Balance:		38,791.84
Add: Cash Receipts		448,380.63
Add: Tax Receipts		21,660.09
Less: Cash Disbursements		(6,734.44)
Add: Journal Entries/Other		103.69
Ending GL Balance:		502,201.81

GL Number	Description	Ending Balance
703-000-001.000	CASH	502,201.81
Ending GL Balance:		502,201.81
Ending Bank Balance:		500,155.69
Add: Miscellaneous Transactions		3,116.92
Add: Deposits in Transit		0.00
Less: 1 AP Outstanding Checks		1,070.80
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		502,201.81
Unreconciled Difference:		0.00

REVIEWED BY: _____



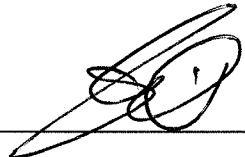
DATE: _____

1-2-25

GL Number	Description	Beginning Balance
750-000-001.000	CASH	10,846.28
Beginning GL Balance:		10,846.28
Add: Payroll Disbursements		4,154.57
Ending GL Balance:		15,000.85

GL Number	Description	Ending Balance
750-000-001.000	CASH	15,000.85
Ending GL Balance:		15,000.85
Ending Bank Balance:		15,000.85
Add: Deposits in Transit		0.00
Less: 0 AP Outstanding Checks		
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		15,000.85
Unreconciled Difference:		0.00

REVIEWED BY: _____



DATE: _____

1-2-25

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 (NORMAL) (ABNORMAL)	2024-25 ORIGINAL BUDGET (NORMAL)	YTD BALANCE 12/31/2024 (NORMAL) (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 INCREASE (DECREASE)
Fund 101 - GENERAL FUND					
Revenues					
Dept 000					
101-000-402.000	PROPERTY TAX	620,875.80	669,190.03	642,858.22	1,077.94
101-000-403.000	SOLID WASTE TAX	79,091.52	87,969.46	84,510.10	141.70
101-000-411.000	DELINQUENT PROP TAX	216.02	200.00	600.94	(216.02)
101-000-432.000	PAYMENT IN LIEU OF TAXES	625.85	625.00	0.00	0.00
101-000-434.000	TRAILER COURT TAX	2,147.00	2,400.00	1,065.00	214.00
101-000-445.000	CITY PENALTY	3,020.95	2,900.00	733.95	73.18
101-000-447.000	ADMINISTRATION FEE	32,441.83	35,580.01	23,828.71	35.27
101-000-476.000	PERMITS	6,310.00	6,000.00	3,900.00	400.00
101-000-477.000	3% CABLE T.V.	7,717.69	7,200.00	1,342.22	0.00
101-000-478.000	BLIGHT FEES	175.00	150.00	0.00	0.00
101-000-480.000	TELECOM RIGHT OF WAY MAINTENA	11,006.90	11,006.90	0.00	0.00
101-000-481.000	LIQUOR LICENSE FEES	3,395.70	1,994.85	385.00	0.00
101-000-488.000	RECYCLING	3,200.65	1,570.00	775.00	775.00
101-000-543.010	PUBLIC ACT 302 LAW ENF.	1,068.18	550.00	3,599.01	3,000.00
101-000-543.020	CONTINUING PROFESSIONAL EDUCATION-POLICE	1,500.00	1,500.00	0.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	244,495.88	240,000.00	99,426.07	0.00
101-000-574.000	ST SHARED REV - SALES TAX	327,470.00	320,000.00	115,175.00	52,998.00
101-000-574.100	CVTRS-CLFRF	43,206.00	41,000.00	14,816.00	7,408.00
101-000-574.200	CVTRS-PUBLIC SAFETY	831.00	550.00	0.00	0.00
101-000-579.000	GRANT REVENUE- STATE	267,490.34	0.00	0.00	0.00
101-000-602.000	FOIA	191.91	150.00	102.84	102.84
101-000-607.000	CHARGES FOR SERVICES - PD	207.90	150.00	60.00	5.00
101-000-656.000	FINES & FORFEITURES	2,334.59	2,000.00	463.65	0.00
101-000-665.000	INTEREST	52,064.84	45,000.00	28,472.78	4,516.81
101-000-667.010	DDA PAVILION - FARMERS MARKET	100.00	0.00	0.00	0.00
101-000-671.100	LEASE/RENT	1,159.30	1,100.00	206.00	0.00
101-000-674.000	DONATIONS	397.42	0.00	10,000.00	0.00
101-000-676.000	REIMBURSEMENT	31,244.13	5,000.00	6,757.69	182.03
101-000-677.000	SCHOOL SRO REIMBURSEMENT	47,591.77	44,428.80	12,368.33	0.00
101-000-684.000	MISC INCOME	728.21	0.00	40.44	0.38
101-000-687.000	INSURANCE REIMBURSEMENT	703,850.64	0.00	545.00	0.00
101-000-689.000	CASH OVER & UNDER	3.69	0.00	(0.65)	0.00
101-000-693.000	SALE OF FIXED ASSETS	0.00	3,000.00	0.00	0.00
Total Dept 000		2,496,160.71	1,531,215.05	1,052,031.30	70,714.13
TOTAL REVENUES		2,496,160.71	1,531,215.05	1,052,031.30	70,714.13
Expenditures					
Dept 101 - CITY COUNCIL					
101-101-703.000	SALARIES	2,060.94	2,500.00	1,370.00	1,050.00
101-101-706.000	RR-CROSSING MAINTENANCE FEE	2,257.00	2,257.00	2,257.00	0.00
101-101-719.000	FRINGE BENEFITS	155.29	240.00	104.79	80.31
101-101-731.000	PUBLICATION	526.30	600.00	118.70	0.00
101-101-740.000	SUPPLIES	35.37	200.00	25.96	0.00
101-101-775.000	REPAIRS & MAINT	37.50	50.00	0.00	0.00
101-101-913.000	INSURANCE-LIAB & WORKMAN COMP	60,488.43	70,000.00	65,462.56	0.00
101-101-961.000	CONFERENCE AND WORKSHOPS	135.00	200.00	0.00	0.00
Total Dept 101 - CITY COUNCIL		65,695.83	76,047.00	69,339.01	1,130.31
Dept 171 - MAYOR					
101-171-703.000	SALARIES	570.00	850.00	450.00	390.00
101-171-719.000	FRINGE BENEFITS	43.61	85.00	34.43	29.84
Total Dept 171 - MAYOR		613.61	935.00	484.43	419.84
Dept 172 - CITY MANAGER					
101-172-703.000	SALARIES	80,494.36	82,825.18	38,323.48	7,672.35
101-172-719.000	FRINGE BENEFITS	16,389.88	16,881.58	8,391.47	1,496.41
101-172-740.000	SUPPLIES	139.91	150.00	0.00	0.00
101-172-781.000	COMPUTER SOFTWARE	0.00	0.00	1,169.40	0.00
101-172-809.000	TRAINING	0.00	150.00	0.00	0.00
101-172-980.100	COMPUTER EQUIPMENT	0.00	500.00	0.00	0.00
Total Dept 172 - CITY MANAGER		97,024.15	100,506.76	47,884.35	9,168.76
Dept 215 - CLERK					
101-215-703.000	SALARIES	36,612.90	39,141.65	18,070.88	3,010.56
101-215-719.000	FRINGE BENEFITS	3,076.39	3,168.68	1,382.42	230.30
101-215-740.000	SUPPLIES	260.38	450.00	35.50	0.00

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 {MAL (ABNORMAL)}	2024-25 ORIGINAL BUDGET {MAL	YTD BALANCE 12/31/2024 {MAL (ABNORMAL)}	ACTIVITY FOR MONTH 12/31/2024 BASE (DECREASE)
Fund 101 - GENERAL FUND					
Expenditures					
101-215-741.000	POSTAGE	1,260.88	1,700.00	1,090.00	0.00
101-215-781.000	COMPUTER SOFTWARE	0.00	400.00	0.00	0.00
101-215-809.000	TRAINING	0.00	2,400.00	0.00	0.00
101-215-822.000	ELECTIONS	7,355.38	10,000.00	5,892.12	8.95
101-215-958.000	DUES AND SUBSCRIPTIONS	111.00	160.00	100.00	25.00
101-215-961.000	CONFERENCE AND WORKSHOPS	0.00	150.00	0.00	0.00
101-215-962.000	MILEAGE	0.00	0.00	52.26	0.00
101-215-980.100	COMPUTER EQUIPMENT	0.00	800.00	0.00	0.00
Total Dept 215 - CLERK		48,676.93	58,370.33	26,623.18	3,274.81
Dept 223 - AUDIT					
101-223-807.000	AUDIT	21,850.00	22,250.00	20,050.00	0.00
Total Dept 223 - AUDIT		21,850.00	22,250.00	20,050.00	0.00
Dept 253 - TREASURERS OFFICE					
101-253-703.000	SALARIES	69,513.19	71,513.31	33,086.05	6,621.59
101-253-719.000	FRINGE BENEFITS	19,830.15	21,368.34	12,215.41	2,034.95
101-253-740.000	SUPPLIES	708.94	700.00	63.41	0.00
101-253-741.000	POSTAGE	1,000.46	1,100.00	1,343.23	0.00
101-253-781.000	COMPUTER SOFTWARE	0.00	100.00	0.00	0.00
101-253-814.000	BANK SERVICE CHARGES	3,439.88	4,300.00	1,798.48	285.62
101-253-961.000	CONFERENCE AND WORKSHOPS	248.00	250.00	248.00	149.00
101-253-962.000	MILEAGE	49.02	0.00	8.17	0.00
101-253-980.100	COMPUTER EQUIPMENT	423.48	500.00	0.00	0.00
Total Dept 253 - TREASURERS OFFICE		95,213.12	99,831.65	48,762.75	9,091.16
Dept 257 - ASSESSOR					
101-257-703.000	SALARIES	1,151.39	1,186.15	560.27	111.93
101-257-719.000	FRINGE BENEFITS	620.58	630.00	251.63	47.21
101-257-731.000	PUBLICATION	269.70	450.00	0.00	0.00
101-257-740.000	SUPPLIES	37.98	250.00	0.00	0.00
101-257-741.000	POSTAGE	535.73	550.00	0.00	0.00
101-257-781.000	COMPUTER SOFTWARE	349.99	250.00	260.00	0.00
101-257-810.050	RE INSPECTION - 20%	3,450.85	3,649.45	1,813.23	335.71
101-257-813.000	BOARD OF REVIEW	1,121.63	1,500.00	0.00	0.00
101-257-818.000	CONTRACT LABOR	13,333.63	17,000.00	7,083.35	1,416.67
Total Dept 257 - ASSESSOR		20,871.48	25,465.60	9,968.48	1,911.52
Dept 265 - CITY HALL					
101-265-703.000	SALARIES	23,508.39	25,374.59	11,214.95	1,956.76
101-265-719.000	FRINGE BENEFITS	8,041.27	8,759.43	4,304.46	724.12
101-265-731.000	PUBLICATION	0.00	650.00	0.00	0.00
101-265-740.000	SUPPLIES	4,628.26	3,970.00	685.23	272.90
101-265-741.000	POSTAGE	1,110.82	1,400.00	330.22	(3.73)
101-265-775.000	REPAIRS & MAINT	12,322.65	900.00	161.53	0.00
101-265-781.000	COMPUTER SOFTWARE	23,978.95	20,000.00	24,412.10	3,499.15
101-265-802.000	SERVICE	1,797.02	2,100.00	492.02	120.82
101-265-818.000	CONTRACT LABOR	0.00	400.00	180.00	0.00
101-265-880.100	COMMUNITY HOLIDAY EVENT	2,250.50	2,300.00	1,237.82	1,037.82
101-265-880.200	COMMUNITY SPECIAL EVENTS	494.49	500.00	500.00	0.00
101-265-958.000	DUES AND SUBSCRIPTIONS	180.00	300.00	180.00	180.00
101-265-962.000	MILEAGE	34.30	35.00	45.71	0.00
101-265-980.000	OFFICE EQUIPMENT & FURNITURE	176.66	500.00	0.00	0.00
Total Dept 265 - CITY HALL		78,523.31	67,189.02	43,744.04	7,787.84
Dept 266 - ATTORNEY					
101-266-801.000	ATTORNEY	53,045.44	25,000.00	25,813.47	2,750.80
Total Dept 266 - ATTORNEY		53,045.44	25,000.00	25,813.47	2,750.80
Dept 301 - POLICE					
101-301-703.000	SALARIES	214,662.44	220,641.80	100,666.62	17,568.67
101-301-703.002	OVERTIME SALARIES	8,185.98	9,000.00	7,249.01	807.64
101-301-719.000	FRINGE BENEFITS	54,093.97	55,160.45	31,134.12	4,989.10
101-301-728.000	UNIFORM EXPENSES	2,700.02	5,000.00	8,755.08	0.00

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 NORMAL (ABNORMAL)	2024-25 ORIGINAL BUDGET	YTD BALANCE 12/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 INCREASE (DECREASE)
Fund 101 - GENERAL FUND					
Expenditures					
101-301-740.000	SUPPLIES	7,998.63	7,600.00	3,491.99	119.87
101-301-740.700	GUNS AND AMMUNITION	5,819.04	5,800.00	713.80	0.00
101-301-775.000	REPAIRS & MAINT	3,107.39	5,000.00	510.00	0.00
101-301-781.000	COMPUTER SOFTWARE	0.00	600.00	0.00	0.00
101-301-801.000	ATTORNEY	1,106.00	2,200.00	245.00	0.00
101-301-802.000	SERVICE	1,070.09	1,200.00	0.00	0.00
101-301-809.000	TRAINING	1,078.40	2,500.00	884.00	0.00
101-301-851.000	RADIO REPAIRS	0.00	300.00	0.00	0.00
101-301-853.000	TELEPHONE EXPENSE	2,011.30	2,100.00	1,012.29	202.50
101-301-862.000	GAS	0.00	500.00	82.62	0.00
101-301-958.000	DUES AND SUBSCRIPTIONS	401.20	500.00	0.00	0.00
101-301-960.000	MISC	0.00	50.00	0.00	0.00
101-301-970.000	CAPITAL OUTLAY	4,123.80	2,500.00	1,157.01	1,157.01
101-301-972.010	CAPITAL OUTLAY	0.00	0.00	10,217.88	0.00
101-301-980.100	COMPUTER EQUIPMENT	0.00	500.00	641.30	641.30
Total Dept 301 - POLICE		306,358.26	321,152.25	166,760.72	25,486.09
Dept 302 - POLICE STATE TRAINING					
101-302-810.000	EXPENSE	569.88	580.00	0.00	0.00
Total Dept 302 - POLICE STATE TRAINING		569.88	580.00	0.00	0.00
Dept 337 - EMS					
101-337-802.000	SERVICE	129,600.00	160,000.00	81,200.00	0.00
Total Dept 337 - EMS		129,600.00	160,000.00	81,200.00	0.00
Dept 441 - DPW					
101-441-775.000	REPAIRS & MAINT	0.00	300.00	0.00	0.00
101-441-810.020	RECYCLING EXPENSE	10,550.31	7,000.00	2,660.16	0.00
Total Dept 441 - DPW		10,550.31	7,300.00	2,660.16	0.00
Dept 445 - DRAIN AT LARGE					
101-445-810.000	EXPENSE	528.11	900.00	20.09	20.09
Total Dept 445 - DRAIN AT LARGE		528.11	900.00	20.09	20.09
Dept 701 - PLANNING COMMISSION					
101-701-703.000	SALARIES	180.00	650.00	0.00	0.00
101-701-719.000	FRINGE BENEFITS	13.78	100.00	0.00	0.00
101-701-731.000	PUBLICATION	256.60	900.00	237.40	237.40
101-701-740.000	SUPPLIES	40.21	50.00	0.00	0.00
101-701-803.000	ENGINEERS FEES	0.00	38,000.00	13,506.74	3,195.00
Total Dept 701 - PLANNING COMMISSION		490.59	39,700.00	13,744.14	3,432.40
Dept 702 - ZONING					
101-702-703.000	SALARIES	40,061.43	41,263.27	19,069.41	3,816.46
101-702-719.000	FRINGE BENEFITS	3,340.20	3,440.40	1,458.81	291.95
101-702-731.000	PUBLICATION	523.30	1,300.00	0.00	0.00
101-702-740.000	SUPPLIES	217.79	700.00	73.00	0.00
101-702-853.000	TELEPHONE EXPENSE	891.80	930.00	309.97	53.77
101-702-961.000	CONFERENCE AND WORKSHOPS	0.00	275.00	0.00	0.00
Total Dept 702 - ZONING		45,034.52	47,908.67	20,911.19	4,162.18
Dept 906 - DEBT SERVICE					
101-906-738.000	TOWNSHIP/MILL	8,208.66	7,900.00	0.00	0.00
101-906-991.000	DEBT SERVICE - PRINCIPAL	28,388.40	29,353.50	25,170.00	0.00
101-906-992.000	PRINCIPAL & INTEREST - PATROL CAR	1,080.34	0.00	0.00	0.00
101-906-993.000	BOND INTEREST	26,468.01	26,025.25	13,047.33	1,390.77
Total Dept 906 - DEBT SERVICE		64,145.41	63,278.75	38,217.33	1,390.77
Dept 966 - CONTRIBUTIONS TO OTHER FUNDS					
101-966-965.202	CONTRIB TO MAJOR STREET FUND	96,400.81	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	END BALANCE	2024-25	YTD BALANCE	ACTIVITY FOR
		06/30/2024	ORIGINAL	12/31/2024	MONTH 12/31/2024
		NORMAL (ABNORMAL)	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)
Fund 101 - GENERAL FUND					
Expenditures					
101-966-965.203	CONTRIB TO LOCAL STREET FUND	260,280.72	82,686.76	0.00	0.00
101-966-965.208	CONTRIB TO PARK FUND	507,883.04	110,640.00	50,000.00	0.00
101-966-965.401	CONTRIB TO CAPITAL PROJECT FUND	2,654.00	2,654.00	2,654.00	0.00
101-966-965.590	CONTRIBUTION TO SEWER FUND	15,465.30	0.00	0.00	0.00
101-966-965.591	CONTRIBUTION TO WATER	18,221.17	0.00	0.00	0.00
101-966-965.598	CONTRIB TO STORM DRAIN MAINT	0.00	12,000.00	12,000.00	0.00
101-966-965.641	CONTRIB TO EQP REPAIR & REPL	381,867.30	155,793.45	80,000.00	0.00
Total Dept 966 - CONTRIBUTIONS TO OTHER FUNDS		1,282,772.34	363,774.21	144,654.00	0.00
TOTAL EXPENDITURES		2,321,563.29	1,480,189.24	760,837.34	70,026.57
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		2,496,160.71	1,531,215.05	1,052,031.30	70,714.13
TOTAL EXPENDITURES		2,321,563.29	1,480,189.24	760,837.34	70,026.57
NET OF REVENUES & EXPENDITURES		174,597.42	51,025.81	291,193.96	687.56
BEG. FUND BALANCE		922,039.01	1,096,636.43	1,096,636.43	
END FUND BALANCE		1,096,636.43	1,147,662.24	1,387,830.39	

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 MAL (ABNORMAL)	2024-25 ORIGINAL BUDGET MAL	YTD BALANCE 12/31/2024 MAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 BASE (DECREASE)
Fund 202 - MAJOR STREET FUND					
Revenues					
Dept 000					
202-000-451.200	SPEC ASSESSMENT ROAD - SUNSET	4,894.29	4,894.29	5,341.47	0.00
202-000-553.000	ACT 51	253,134.51	231,000.00	86,730.16	20,245.42
202-000-579.000	GRANT REVENUE- STATE	83,333.33	0.00	0.00	0.00
202-000-582.000	COUNTY ROAD MILL 2014	44,000.00	44,000.00	1,760.62	0.00
202-000-665.000	INTEREST	12,133.87	12,000.00	6,313.35	1,126.34
202-000-699.101	GF CONTRIBUTION	96,400.81	0.00	0.00	0.00
Total Dept 000		493,896.81	291,894.29	100,145.60	21,371.76
TOTAL REVENUES		493,896.81	291,894.29	100,145.60	21,371.76
Expenditures					
Dept 463 - ROUTINE MAINT					
202-463-699.203	TRANSFER TO LOCAL STREETS	87,500.00	87,500.00	87,500.00	0.00
202-463-782.000	STREET MATERIALS & SUPPLIES	810.35	2,500.00	0.00	0.00
202-463-818.000	CONTRACT LABOR	165,783.79	0.00	0.00	0.00
202-463-956.000	TREE TRIMMING	0.00	1,500.00	0.00	0.00
202-463-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	78,000.00	78,000.00	78,000.00	0.00
Total Dept 463 - ROUTINE MAINT		332,094.14	169,500.00	165,500.00	0.00
Dept 474 - TRAFFIC SIGNS					
202-474-782.000	STREET MATERIALS & SUPPLIES	0.00	250.00	0.00	0.00
Total Dept 474 - TRAFFIC SIGNS		0.00	250.00	0.00	0.00
Dept 478 - WINTER MAINT					
202-478-782.000	STREET MATERIALS & SUPPLIES	0.00	600.00	1,840.93	0.00
Total Dept 478 - WINTER MAINT		0.00	600.00	1,840.93	0.00
Dept 480 - CONSTRUCTION					
202-480-803.000	ENGINEERS FEES	36,291.11	80,000.00	13,502.14	0.00
202-480-818.000	CONTRACT LABOR	11,117.50	200,000.00	0.00	0.00
Total Dept 480 - CONSTRUCTION		47,408.61	280,000.00	13,502.14	0.00
Dept 906 - DEBT SERVICE					
202-906-992.000	BOND PRINCIPAL	11,264.00	11,264.00	0.00	0.00
202-906-993.000	BOND INTEREST	6,161.06	5,862.49	2,931.28	0.00
Total Dept 906 - DEBT SERVICE		17,425.06	17,126.49	2,931.28	0.00
TOTAL EXPENDITURES		396,927.81	467,476.49	183,774.35	0.00
Fund 202 - MAJOR STREET FUND:					
TOTAL REVENUES		493,896.81	291,894.29	100,145.60	21,371.76
TOTAL EXPENDITURES		396,927.81	467,476.49	183,774.35	0.00
NET OF REVENUES & EXPENDITURES		96,969.00	(175,582.20)	(83,628.75)	21,371.76
BEG. FUND BALANCE		309,889.90	406,858.90	406,858.90	
END FUND BALANCE		406,858.90	231,276.70	323,230.15	

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 {MAL (ABNORMAL)}	2024-25 ORIGINAL BUDGET {MAL	YTD BALANCE 12/31/2024 {MAL (ABNORMAL)}	ACTIVITY FOR MONTH 12/31/2024 BASE (DECREASE)
Fund 203 - LOCAL STREET FUND					
Revenues					
Dept 000					
203-000-451.200	SPEC ASSESSMENT ROAD - SUNSET	29,866.30	29,866.30	22,368.39	0.00
203-000-553.000	ACT 51	100,665.86	97,000.00	34,704.84	8,101.14
203-000-579.000	GRANT REVENUE- STATE	83,333.33	0.00	0.00	0.00
203-000-582.000	COUNTY ROAD MILL 2014	35,257.36	35,000.00	10,477.52	0.00
203-000-665.000	INTEREST	1,213.37	1,200.00	631.33	112.63
203-000-699.001	CONTRIBUTIONS FROM MAJOR STREET FUND	87,500.00	87,500.00	87,500.00	0.00
203-000-699.101	GF CONTRIBUTION	260,280.72	82,686.76	0.00	0.00
Total Dept 000		598,116.94	333,253.06	155,682.08	8,213.77
TOTAL REVENUES		598,116.94	333,253.06	155,682.08	8,213.77
Expenditures					
Dept 463 - ROUTINE MAINT					
203-463-818.000	CONTRACT LABOR	165,783.84	0.00	0.00	0.00
203-463-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	25,000.00	25,000.00	25,000.00	0.00
Total Dept 463 - ROUTINE MAINT		190,783.84	25,000.00	25,000.00	0.00
Dept 478 - WINTER MAINT					
203-478-782.000	STREET MATERIALS & SUPPLIES	64.60	600.00	1,840.93	0.00
Total Dept 478 - WINTER MAINT		64.60	600.00	1,840.93	0.00
Dept 480 - CONSTRUCTION					
203-480-803.000	ENGINEERS FEES	826.25	2,500.00	975.00	0.00
203-480-818.000	CONTRACT LABOR	11,117.50	5,000.00	0.00	0.00
Total Dept 480 - CONSTRUCTION		11,943.75	7,500.00	975.00	0.00
Dept 906 - DEBT SERVICE					
203-906-992.000	BOND PRINCIPAL	165,347.60	168,382.50	34,830.00	0.00
203-906-993.000	BOND INTEREST	136,952.01	131,904.26	66,339.51	15,652.98
Total Dept 906 - DEBT SERVICE		302,299.61	300,286.76	101,169.51	15,652.98
TOTAL EXPENDITURES		505,091.80	333,386.76	128,985.44	15,652.98
Fund 203 - LOCAL STREET FUND:					
TOTAL REVENUES		598,116.94	333,253.06	155,682.08	8,213.77
TOTAL EXPENDITURES		505,091.80	333,386.76	128,985.44	15,652.98
NET OF REVENUES & EXPENDITURES		93,025.14	(133.70)	26,696.64	(7,439.21)
BEG. FUND BALANCE		38,078.50	131,103.64	131,103.64	
END FUND BALANCE		131,103.64	130,969.94	157,800.28	

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 (MAL (ABNORMAL))	2024-25 ORIGINAL BUDGET (MAL	YTD BALANCE 12/31/2024 (MAL (ABNORMAL))	ACTIVITY FOR MONTH 12/31/2024 BASE (DECREASE)
Fund 208 - PARK FUND					
Revenues					
Dept 000					
208-000-478.030	CONCESSIONS	27,204.92	28,000.00	13,291.21	0.00
208-000-478.070	FIELD RENTAL	25,067.00	21,000.00	14,632.00	0.00
208-000-478.084	FLAG FOOTBALL	1,035.00	1,050.00	1,350.00	0.00
208-000-478.090	YOUTH FEES	10,175.00	10,000.00	0.00	0.00
208-000-667.000	PAVILION RENT	1,715.00	1,550.00	770.00	0.00
208-000-667.020	TIFA PAVILION - COMMUNITY CEN	2,525.00	2,200.00	650.00	300.00
208-000-674.000	DONATIONS	500.00	0.00	250.00	250.00
208-000-680.001	SPECIAL EVENTS	600.00	250.00	350.00	0.00
208-000-699.101	GF CONTRIBUTION	507,883.04	110,640.00	50,000.00	0.00
Total Dept 000		576,704.96	174,690.00	81,293.21	550.00
TOTAL REVENUES		576,704.96	174,690.00	81,293.21	550.00
Expenditures					
Dept 751 - PARK ADMIN					
208-751-703.000	SALARIES	56,393.33	54,600.00	25,792.69	4,839.30
208-751-703.002	OVERTIME SALARIES	1,218.03	295.00	298.91	8.67
208-751-719.000	FRINGE BENEFITS	21,095.37	21,500.00	12,817.17	2,035.37
208-751-728.000	UNIFORM EXPENSES	570.00	600.00	0.00	0.00
208-751-731.000	PUBLICATION	892.16	1,000.00	446.08	0.00
208-751-740.000	SUPPLIES	5,999.95	5,000.00	937.79	0.00
208-751-781.000	COMPUTER SOFTWARE	0.00	150.00	0.00	0.00
208-751-803.000	ENGINEERS FEES	8,182.50	3,000.00	7,160.98	0.00
208-751-809.000	TRAINING	1,511.80	0.00	0.00	0.00
208-751-810.000	EXPENSE	0.00	0.00	20,478.22	0.00
208-751-810.100	GRANT EXPENSE	190,811.63	5,000.00	2,747.57	0.00
208-751-818.000	CONTRACT LABOR	172,199.95	2,500.00	0.00	0.00
208-751-853.000	TELEPHONE EXPENSE	866.05	900.00	337.43	67.50
208-751-913.000	INSURANCE-LIAB & WORKMAN COMP	10,055.74	10,075.00	10,921.44	0.00
208-751-962.000	MILEAGE	680.23	700.00	360.76	0.00
Total Dept 751 - PARK ADMIN		470,476.74	105,320.00	82,299.04	6,950.84
Dept 770 - LAKE ALLIANCE MAINTENANCE					
208-770-740.000	SUPPLIES	8,159.32	4,500.00	2,520.00	0.00
208-770-775.000	REPAIRS & MAINT	24,585.21	5,000.00	356.82	0.00
208-770-802.000	SERVICE	895.84	1,100.00	274.84	0.00
208-770-920.000	UTILITIES	9,896.51	13,100.00	3,742.21	805.71
Total Dept 770 - LAKE ALLIANCE MAINTENANCE		43,536.88	23,700.00	6,893.87	805.71
Dept 771 - CITY PARK					
208-771-740.000	SUPPLIES	1,032.83	1,300.00	0.00	0.00
208-771-775.000	REPAIRS & MAINT	8,372.50	3,000.00	829.63	117.01
208-771-818.000	CONTRACT LABOR	1,624.62	2,000.00	0.00	0.00
Total Dept 771 - CITY PARK		11,029.95	6,300.00	829.63	117.01
Dept 772 - SUNSET HILLS PARK					
208-772-775.000	REPAIRS & MAINT	0.00	300.00	0.00	0.00
Total Dept 772 - SUNSET HILLS PARK		0.00	300.00	0.00	0.00
Dept 774 - BASEBALL					
208-774-731.000	PUBLICATION	348.60	500.00	0.00	0.00
208-774-740.000	SUPPLIES	422.09	500.00	6.35	0.00
208-774-775.000	REPAIRS & MAINT	2,111.26	2,500.00	315.00	315.00
Total Dept 774 - BASEBALL		2,881.95	3,500.00	321.35	315.00
Dept 777 - BALLFIELD					
208-777-740.000	SUPPLIES	1,247.82	2,500.00	1,146.00	0.00
208-777-744.000	YOUTH FEES (UNIFORMS,ETC.)	8,697.30	8,700.00	0.00	0.00
208-777-745.000	YOUTH UMPIRE FEES	3,445.00	3,200.00	640.00	0.00
208-777-802.000	SERVICE	1,585.00	0.00	0.00	0.00
Total Dept 777 - BALLFIELD		14,975.12	14,400.00	1,786.00	0.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	END BALANCE	2024-25	YTD BALANCE	ACTIVITY FOR
		06/30/2024	ORIGINAL	12/31/2024	MONTH 12/31/2024
		NORMAL (ABNORMAL)	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)
Fund 208 - PARK FUND					
Expenditures					
Dept 778 - CONCESSIONS					
208-778-703.000	SALARIES	5,199.49	4,900.00	3,577.59	0.00
208-778-719.000	FRINGE BENEFITS	584.18	590.00	386.45	0.00
208-778-740.000	SUPPLIES	12,923.84	13,500.00	4,190.29	0.00
208-778-746.000	CONCESSION - FOOD LICENSE	620.00	880.00	0.00	0.00
208-778-814.000	BANK SERVICE CHARGES	1,084.72	1,200.00	393.51	166.75
Total Dept 778 - CONCESSIONS		20,412.23	21,070.00	8,547.84	166.75
Dept 779 - SPECIAL EVENTS					
208-779-740.000	SUPPLIES	0.00	100.00	0.00	0.00
Total Dept 779 - SPECIAL EVENTS		0.00	100.00	0.00	0.00
TOTAL EXPENDITURES		563,312.87	174,690.00	100,677.73	8,355.31
Fund 208 - PARK FUND:					
TOTAL REVENUES		576,704.96	174,690.00	81,293.21	550.00
TOTAL EXPENDITURES		563,312.87	174,690.00	100,677.73	8,355.31
NET OF REVENUES & EXPENDITURES		13,392.09	0.00	(19,384.52)	(7,805.31)
BEG. FUND BALANCE		37,198.15	50,590.24	50,590.24	
END FUND BALANCE		50,590.24	50,590.24	31,205.72	

PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	END BALANCE	2024-25	YTD BALANCE	ACTIVITY FOR
		06/30/2024	ORIGINAL	12/31/2024	MONTH 12/31/2024
		{MAL (ABNORMAL)	BUDGET{MAL (ABNORMAL)	{MAL (ABNORMAL)	INCREASE (DECREASE)
Fund 211 - GIZZARD FEST					
Revenues					
Dept 000					
211-000-665.000	INTEREST	1,696.20	1,600.00	909.02	133.08
211-000-674.000	DONATIONS	500.00	500.00	0.00	0.00
211-000-674.100	SPONSORSHIP	23,530.00	15,000.00	0.00	0.00
211-000-678.100	POTTERVILLE BAND BOOSTERS	218.20	0.00	0.00	0.00
211-000-681.000	VENDOR BOOTHS	12,325.00	12,000.00	400.00	0.00
211-000-682.000	RACE	7,900.10	7,900.00	809.50	809.50
211-000-686.000	PAGEANT	1,000.00	1,000.00	0.00	0.00
211-000-687.000	INSURANCE REIMBURSEMENT	402.00	0.00	0.00	0.00
211-000-688.000	CARNIVAL	3,307.20	3,300.00	0.00	0.00
211-000-690.000	TENT TICKET SALES	8,270.00	8,200.00	0.00	0.00
211-000-691.000	ATM	4.00	50.00	26.50	0.00
211-000-697.000	PALLET RAFFLE-BENTON TWP EMERGENCY SERVI	2,050.00	1,100.00	0.00	0.00
Total Dept 000		61,202.70	50,650.00	2,145.02	942.58
TOTAL REVENUES		61,202.70	50,650.00	2,145.02	942.58
Expenditures					
Dept 779 - SPECIAL EVENTS					
211-779-740.000	SUPPLIES	6,537.94	8,000.00	509.64	0.00
211-779-818.000	CONTRACT LABOR	8,934.00	15,000.00	0.00	0.00
211-779-880.200	COMMUNITY SPECIAL EVENTS	28,164.33	19,500.00	5,160.37	0.00
211-779-880.300	COMMUNITY SPECIAL EVENTS/GIZZARDFEST	14.95	20.00	0.00	0.00
211-779-880.500	PAGEANT	999.50	1,000.00	0.00	0.00
211-779-880.600	RACE	6,044.61	4,000.00	200.00	0.00
Total Dept 779 - SPECIAL EVENTS		50,695.33	47,520.00	5,870.01	0.00
TOTAL EXPENDITURES		50,695.33	47,520.00	5,870.01	0.00
Fund 211 - GIZZARD FEST :					
TOTAL REVENUES		61,202.70	50,650.00	2,145.02	942.58
TOTAL EXPENDITURES		50,695.33	47,520.00	5,870.01	0.00
NET OF REVENUES & EXPENDITURES		10,507.37	3,130.00	(3,724.99)	942.58
BEG. FUND BALANCE		43,034.44	53,541.81	53,541.81	
END FUND BALANCE		53,541.81	56,671.81	49,816.82	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE
PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 MAL (ABNORMAL)	2024-25 ORIGINAL BUDGET MAL	YTD BALANCE 12/31/2024 MAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 BASE (DECREASE)
Fund 247 - TAX INCREMENT FINANCING AUTHOR					
Revenues					
Dept 728 - TIFA DEPT					
247-728-401.000	PROPERTY TAXES	183,809.96	198,266.61	159,460.86	0.00
247-728-573.000	LOCAL COMMUNITY STABILIZATION	22,561.19	23,732.63	22,685.72	0.00
247-728-665.000	INTEREST INCOME	8,404.88	6,000.00	510.12	44.39
Total Dept 728 - TIFA DEPT		214,776.03	227,999.24	182,656.70	44.39
TOTAL REVENUES		214,776.03	227,999.24	182,656.70	44.39
Expenditures					
Dept 728 - TIFA DEPT					
247-728-703.005	WAGES - OTHER	4,974.97	5,025.00	2,524.99	483.33
247-728-727.000	OFFICE EXPENSE	1,000.00	1,120.00	0.00	0.00
247-728-731.000	PUBLICATION	0.00	300.00	0.00	0.00
247-728-801.000	ATTORNEY	0.00	500.00	0.00	0.00
247-728-803.000	ENGINEERS FEES	32,851.21	15,000.00	10,428.75	2,326.25
247-728-807.000	AUDIT	4,350.00	4,600.00	4,400.00	0.00
247-728-967.000	SIDEWALK AND LIGHTING IMPROVE	121,332.94	0.00	0.00	0.00
247-728-970.000	CAPITAL OUTLAY	56,061.78	20,000.00	27,847.90	0.00
247-728-992.000	BOND PRINCIPAL	50,000.00	55,000.00	55,000.00	0.00
247-728-993.000	BOND INTEREST	15,282.50	12,945.00	7,091.25	0.00
Total Dept 728 - TIFA DEPT		285,853.40	114,490.00	107,292.89	2,809.58
TOTAL EXPENDITURES		285,853.40	114,490.00	107,292.89	2,809.58
Fund 247 - TAX INCREMENT FINANCING AUTHOR:					
TOTAL REVENUES		214,776.03	227,999.24	182,656.70	44.39
TOTAL EXPENDITURES		285,853.40	114,490.00	107,292.89	2,809.58
NET OF REVENUES & EXPENDITURES		(71,077.37)	113,509.24	75,363.81	(2,765.19)
BEG. FUND BALANCE		161,213.27	90,135.90	90,135.90	
END FUND BALANCE		90,135.90	203,645.14	165,499.71	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	END BALANCE	2024-25	YTD BALANCE	ACTIVITY FOR
		06/30/2024	ORIGINAL	12/31/2024	MONTH 12/31/2024
		NORMAL (ABNORMAL)	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)
Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN					
Revenues					
Dept 000					
401-000-699.100	TRANSFER IN	2,654.00	2,654.00	2,654.00	0.00
Total Dept 000		2,654.00	2,654.00	2,654.00	0.00
TOTAL REVENUES		2,654.00	2,654.00	2,654.00	0.00
Expenditures					
Dept 729 - DOWNTOWN					
401-729-740.600	LANDSCAPING SUPPLIES	1,301.56	3,000.00	642.21	100.00
401-729-818.000	CONTRACT LABOR	420.00	600.00	0.00	0.00
Total Dept 729 - DOWNTOWN		1,721.56	3,600.00	642.21	100.00
TOTAL EXPENDITURES		1,721.56	3,600.00	642.21	100.00
Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN:					
TOTAL REVENUES		2,654.00	2,654.00	2,654.00	0.00
TOTAL EXPENDITURES		1,721.56	3,600.00	642.21	100.00
NET OF REVENUES & EXPENDITURES		932.44	(946.00)	2,011.79	(100.00)
BEG. FUND BALANCE		3,819.28	4,751.72	4,751.72	
END FUND BALANCE		4,751.72	3,805.72	6,763.51	

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 NORMAL (ABNORMAL)	2024-25 ORIGINAL BUDGET	YTD BALANCE 12/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 INCREASE (DECREASE)
Fund 590 - SEWER FUND					
Revenues					
Dept 000					
590-000-642.000	BILLS	159,329.53	159,000.00	94,467.20	31,580.98
590-000-642.001	FIXED COSTS	495,729.94	495,000.00	253,403.36	83,650.36
590-000-656.000	FINES & FORFEITURES	18,516.56	17,000.00	8,391.51	1,430.80
590-000-665.000	INTEREST	18,200.78	18,000.00	9,470.02	1,689.51
590-000-666.000	INSPECTION FEE	500.00	450.00	50.00	0.00
590-000-672.000	HOOK UP FEES	51,188.00	27,400.00	5,250.00	0.00
590-000-699.101	GF CONTRIBUTION	15,465.30	0.00	0.00	0.00
Total Dept 000		758,930.11	716,850.00	371,032.09	118,351.65
TOTAL REVENUES		758,930.11	716,850.00	371,032.09	118,351.65
Expenditures					
Dept 537 - ADMINISTRATIVE					
590-537-775.000	REPAIRS & MAINT	8,449.50	3,000.00	18,475.50	16,495.00
590-537-809.000	TRAINING	430.00	500.00	140.00	0.00
Total Dept 537 - ADMINISTRATIVE		8,879.50	3,500.00	18,615.50	16,495.00
Dept 556 - DPW					
590-556-740.000	SUPPLIES	9,331.69	8,000.00	8,073.95	0.00
590-556-743.000	METERS	3,845.13	5,000.00	276.54	0.00
590-556-775.000	REPAIRS & MAINT	2,200.78	2,500.00	12,495.00	12,495.00
590-556-802.000	SERVICE	4,799.13	7,000.00	400.00	400.00
590-556-803.000	ENGINEERS FEES	19,704.26	15,000.00	11,561.12	536.25
590-556-818.000	CONTRACT LABOR	16,000.00	5,000.00	0.00	0.00
590-556-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	190,000.00	190,000.00	100,000.00	0.00
590-556-968.000	DEPRECIATION EXPENSE	293,859.00	0.00	0.00	0.00
590-556-970.000	CAPITAL OUTLAY	21,302.59	25,000.00	0.00	0.00
Total Dept 556 - DPW		561,042.58	257,500.00	132,806.61	13,431.25
Dept 906 - DEBT SERVICE					
590-906-991.000	DEBT SERVICE - PRINCIPAL	0.00	173,000.00	44,000.00	0.00
590-906-993.000	BOND INTEREST	197,516.30	201,746.00	97,683.75	26,325.00
Total Dept 906 - DEBT SERVICE		197,516.30	374,746.00	141,683.75	26,325.00
TOTAL EXPENDITURES		767,438.38	635,746.00	293,105.86	56,251.25
Fund 590 - SEWER FUND:					
TOTAL REVENUES		758,930.11	716,850.00	371,032.09	118,351.65
TOTAL EXPENDITURES		767,438.38	635,746.00	293,105.86	56,251.25
NET OF REVENUES & EXPENDITURES		(8,508.27)	81,104.00	77,926.23	62,100.40
BEG. FUND BALANCE		2,967,054.03	2,958,545.76	2,958,545.76	
END FUND BALANCE		2,958,545.76	3,039,649.76	3,036,471.99	

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 NORMAL (ABNORMAL)	2024-25 ORIGINAL BUDGET	YTD BALANCE 12/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 INCREASE (DECREASE)
Fund 591 - WATER FUND					
Revenues					
Dept 000					
591-000-642.000	BILLS	223,594.47	256,323.09	160,026.87	53,287.75
591-000-642.001	FIXED COSTS	421,334.45	483,000.00	263,375.44	87,983.68
591-000-644.000	PENALTIES	750.00	710.00	1,130.00	400.00
591-000-656.000	FINES & FORFEITURES	17,254.80	17,000.00	9,343.94	1,626.67
591-000-665.000	INTEREST	41,255.07	41,000.00	21,465.37	3,829.55
591-000-666.000	INSPECTION FEE	450.00	400.00	50.00	0.00
591-000-672.000	HOOK UP FEES	59,549.87	18,500.00	5,592.51	0.00
591-000-684.000	MISC INCOME	250.00	250.00	385.00	0.00
591-000-699.101	GF CONTRIBUTION	18,221.17	0.00	0.00	0.00
Total Dept 000		782,659.83	817,183.09	461,369.13	147,127.65
TOTAL REVENUES		782,659.83	817,183.09	461,369.13	147,127.65
Expenditures					
Dept 537 - ADMINISTRATIVE					
591-537-731.000	PUBLICATION	2,678.39	2,000.00	0.00	0.00
591-537-740.000	SUPPLIES	490.65	1,500.00	12,768.61	12,768.61
591-537-741.000	POSTAGE	3,262.54	3,850.00	1,397.92	231.50
591-537-781.000	COMPUTER SOFTWARE	1,018.80	1,500.00	0.00	0.00
591-537-809.000	TRAINING	1,378.60	1,500.00	0.00	0.00
Total Dept 537 - ADMINISTRATIVE		8,828.98	10,350.00	14,166.53	13,000.11
Dept 556 - DPW					
591-556-740.000	SUPPLIES	3,342.55	4,000.00	4,245.16	1,436.52
591-556-743.000	METERS	4,158.00	5,000.00	1,265.00	0.00
591-556-775.000	REPAIRS & MAINT	47,218.15	10,000.00	13,728.33	0.00
591-556-802.000	SERVICE	40,372.91	14,000.00	6,462.38	48.00
591-556-803.000	ENGINEERS FEES	27,114.58	29,000.00	11,561.11	536.25
591-556-818.000	CONTRACT LABOR	20,791.15	0.00	0.00	0.00
591-556-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	200,000.00	200,000.00	100,000.00	0.00
591-556-968.000	DEPRECIATION EXPENSE	157,718.00	0.00	0.00	0.00
591-556-970.000	CAPITAL OUTLAY	0.00	45,000.00	46,162.36	0.00
Total Dept 556 - DPW		500,715.34	307,000.00	183,424.34	2,020.77
Dept 906 - DEBT SERVICE					
591-906-992.000	BOND PRINCIPAL	0.00	100,000.00	27,000.00	0.00
591-906-993.000	BOND INTEREST	111,200.87	109,898.00	54,881.87	13,618.12
Total Dept 906 - DEBT SERVICE		111,200.87	209,898.00	81,881.87	13,618.12
TOTAL EXPENDITURES		620,745.19	527,248.00	279,472.74	28,639.00
Fund 591 - WATER FUND:					
TOTAL REVENUES		782,659.83	817,183.09	461,369.13	147,127.65
TOTAL EXPENDITURES		620,745.19	527,248.00	279,472.74	28,639.00
NET OF REVENUES & EXPENDITURES		161,914.64	289,935.09	181,896.39	118,488.65
BEG. FUND BALANCE		3,021,705.77	3,183,620.41	3,183,620.41	
END FUND BALANCE		3,183,620.41	3,473,555.50	3,365,516.80	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE
PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 NORMAL (ABNORMAL)	2024-25 ORIGINAL BUDGET	YTD BALANCE 12/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 INCREASE (DECREASE)
Fund 598 - STORM DRAIN MAINTENANCE					
Revenues					
Dept 000					
598-000-699.101	GF CONTRIBUTION	0.00	12,000.00	12,000.00	0.00
Total Dept 000		0.00	12,000.00	12,000.00	0.00
TOTAL REVENUES		0.00	12,000.00	12,000.00	0.00
Expenditures					
Dept 556 - DPW					
598-556-818.000	CONTRACT LABOR	0.00	12,000.00	29,177.49	0.00
Total Dept 556 - DPW		0.00	12,000.00	29,177.49	0.00
TOTAL EXPENDITURES		0.00	12,000.00	29,177.49	0.00
Fund 598 - STORM DRAIN MAINTENANCE:					
TOTAL REVENUES		0.00	12,000.00	12,000.00	0.00
TOTAL EXPENDITURES		0.00	12,000.00	29,177.49	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(17,177.49)	0.00
BEG. FUND BALANCE		5,033.26	5,033.26	5,033.26	
END FUND BALANCE		5,033.26	5,033.26	(12,144.23)	

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2024 NORMAL (ABNORMAL)	2024-25 ORIGINAL BUDGET	YTD BALANCE 12/31/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2024 INCREASE (DECREASE)
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT					
Revenues					
Dept 000					
641-000-699.100	OPERATING TRANSFER-IN	874,867.30	648,793.45	383,000.00	0.00
Total Dept 000		874,867.30	648,793.45	383,000.00	0.00
TOTAL REVENUES		874,867.30	648,793.45	383,000.00	0.00
Expenditures					
Dept 932 - EQUIPMENT REPAIR ACTIVITY					
641-932-703.000	SALARIES	273,012.70	278,567.04	120,547.64	20,661.07
641-932-703.002	OVERTIME SALARIES	22,657.41	16,000.00	8,662.14	914.58
641-932-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	811.41	0.00
641-932-719.000	FRINGE BENEFITS	73,343.69	75,426.41	39,146.53	6,026.54
641-932-728.000	UNIFORM EXPENSES	6,209.24	5,000.00	1,245.98	240.72
641-932-740.000	SUPPLIES	26,400.10	25,000.00	12,163.01	1,545.62
641-932-775.000	REPAIRS & MAINT	57,588.12	54,000.00	20,374.15	3,115.59
641-932-782.000	STREET MATERIALS & SUPPLIES	6,995.51	10,000.00	3,029.30	0.00
641-932-802.000	SERVICE	15,571.10	4,000.00	868.75	0.00
641-932-809.000	TRAINING	1,967.58	2,500.00	6,100.00	6,100.00
641-932-853.000	TELEPHONE EXPENSE	3,388.06	3,900.00	1,651.66	415.86
641-932-862.000	GAS	27,463.06	29,500.00	8,386.43	1,638.44
641-932-920.000	UTILITIES	124,831.65	130,000.00	50,987.27	10,475.80
641-932-958.000	DUES AND SUBSCRIPTIONS	697.24	900.00	495.00	0.00
641-932-962.000	MILEAGE	0.00	0.00	100.50	0.00
641-932-968.000	DEPRECIATION EXPENSE	39,881.00	0.00	0.00	0.00
641-932-970.000	CAPITAL OUTLAY	29,790.84	14,000.00	7,783.75	0.00
Total Dept 932 - EQUIPMENT REPAIR ACTIVITY		709,797.30	648,793.45	282,353.52	51,134.22
TOTAL EXPENDITURES		709,797.30	648,793.45	282,353.52	51,134.22
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT:					
TOTAL REVENUES		874,867.30	648,793.45	383,000.00	0.00
TOTAL EXPENDITURES		709,797.30	648,793.45	282,353.52	51,134.22
NET OF REVENUES & EXPENDITURES		165,070.00	0.00	100,646.48	(51,134.22)
BEG. FUND BALANCE		122,937.18	288,007.18	288,007.18	
END FUND BALANCE		288,007.18	288,007.18	388,653.66	
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS		6,859,969.39	4,807,182.18	2,804,009.13	367,315.93
TOTAL EXPENDITURES - ALL FUNDS					
TOTAL EXPENDITURES - ALL FUNDS		6,223,146.93	4,445,139.94	2,172,189.58	232,968.91
NET OF REVENUES & EXPENDITURES		636,822.46	362,042.24	631,819.55	134,347.02
BEG. FUND BALANCE - ALL FUNDS		7,632,002.79	8,268,825.25	8,268,825.25	
END FUND BALANCE - ALL FUNDS		8,268,825.25	8,630,867.49	8,900,644.80	

City of Potterville

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 Fax: (517) 645-7810 ♦ www.pottervillemi.org

January 9, 2025

To: City Council
From: Aaron Sheridan, City Manager
Subject: Manager's Report

Please review my report and let me know if you have questions or comments. Thank you.

1. The City's updated 5-Year Parks and Recreation Plan has been prepared for adoption by Council Resolution. The Parks and Recreation Plan Public Hearing and Notice has been provided by the City and the Plan is ready for adoption by Council and submission to the Michigan DNR. Plan submission is prerequisite for DNR Trust Fund Grants like that planned for the TIFA. Any member of the public may review the Plan online and/or at City Hall during normal business hours.

2. City Engineers and planners look forward to a pre-construction and design meeting on the 16th of this month for the City's large scale water improvements project that is to be funded by the State of Michigan, City of Potterville Utility customers, and USDA Rural Development. The USDA Rural Development Bond agreement is contingent upon Council review and approval for the estimated cost of 6.9 million dollars, expected to be presented this Spring to the Council. If there are no major delays in the project timeline, I'd expect design and bid documents to be complete by the end of Summer with the bidding to take place in the Winter of 2025 -> Construction 2026.

3. The EGLE construction permit application entitled "Standard/Expedited Application for Wastewater Systems (Part 41)" for the East Cherry Street Utility project, involving legal action, was submitted by the City's engineers on January 7th. This is the first step in the Settlement Document calling for approved materials and services to be made to the back pitched sewer main and utility laterals that exist under the portions of East Cherry Street and public Right of Ways. If the application for work is permitted by ELGE the City may assume normal construction and repairs to commence sometime in May with full inspection by City Engineers, Wightman PEs.

4. As reported last month, the City should anticipate review of the required contract between the City and MDOT that secures Small Urban Group funds (+60% of construction) for the City's Main Street repaving project, that is on the schedule for this Summer. The project scope of the Main Street project, that's been planned for 2 years, also includes a section of Vermontville Hwy. west of the CN Railway that was omitted from maintenance in 2017-2018. See below section of Vermontville Hwy that will be repaved this Summer...

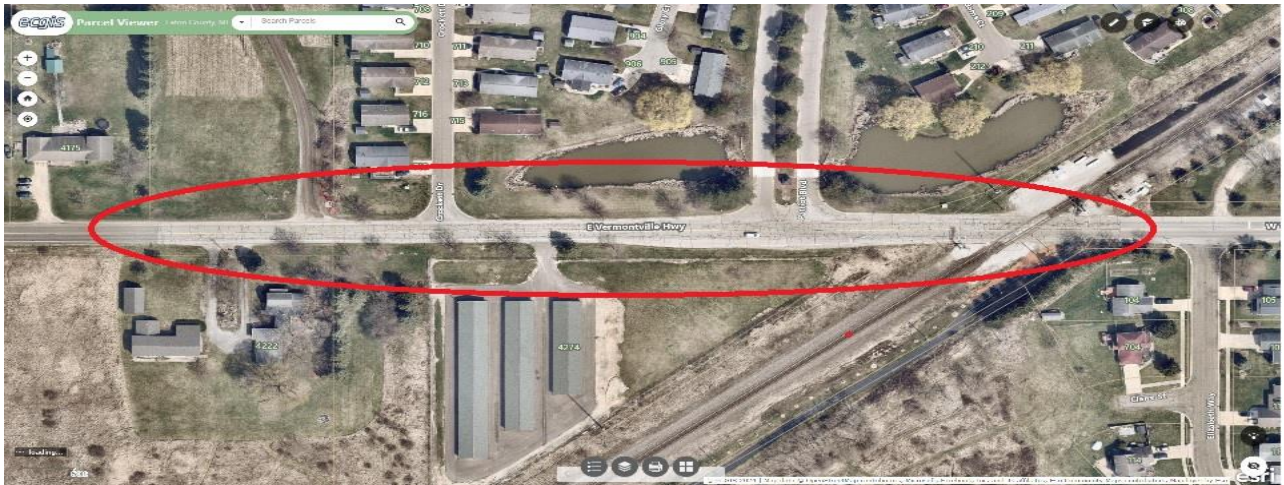
The City has also received confirmation that it's on the project list for 2029 with its MDOT Small Urban Group, making it eligible to receive +60% funding for the City's next major Street project for 0.69 miles of 2-inch-thick cold milling and Hot Mix Asphalt (HMA) resurfacing on Vermontville Highway. This is from the City's East Boundary near the I-69 bridge overpass to Nelson Street 4 way stop sign intersection; and 0.20 miles of 2-inch-thick cold milling and HMA resurfacing on Wright Industrial Parkway from Lansing Road to cul-de-sac. The 2nd portion includes ADA ramps,

City of Potterville

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pavement markings, and permanent signs. Only City public street designated as “Major Streets” are eligible for these types of Small Urban MDOT funds.

- ✓ 2025 MDOT Small Urban Project (Main Street and Vermontville Hwy.)



- ✓ 2029 MDOT Small Urban Project (Vermontville Hwy. & Wright Industrial Way)



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5. The City's 2025 bi-annual "Dump your Junk" events are scheduled and noticed online at <https://pottervillemi.org/wp-content/uploads/2025/01/2025-Dump-Junk-and-Curbside-Notice.pdf> Event rules and restrictions apply for rubbish drop off and the event will be held at the same locale of Lake Alliance Park adjacent to the City's compost area (west side of Park). Waste Acceptance Guidelines for the events are also available online at <https://pottervillemi.org/wp-content/uploads/2022/02/Granger-Prohibited-Garbage-Items.pdf> Please help spread the word to residents of the City (only). Please note that this event is open *only* to City residents... absolutely no commercial or construction garbage waste will be accepted and/or items from residents who reside outside the boundary and tax base of the City of Potterville. See notice below that includes curbside services – again in Potterville only.

**REDUCE
REUSE
RECYCLE**



STICKS –Curbside Pick Up – May 5th thru May 16th & October 6th thru October 17th 2025

- Sticks must be piled in rows and placed along curbsides of City streets no later than 9:00 am during event days. Please do not overload piles of sticks (do not exceed 4ft in height) and place cut ends of sticks in the same direction. Pick up times are weather dependent. Do not include yard clippings, leaves, dirt, garbage, construction materials, plastics, metal, stumps or other of types of debris. If a curbside pick up is missed let us know at (517) 645-7641 or email manager@pottervillemi.org.



LEAVES –Curbside Pick Up - October 1st thru November 28th 2025

- Leaves must be piled in rows and placed along curbsides of City streets no later than 9:00 am during event days. Please place leaf piles along the curbside edge of the public street, not in travel lanes. Leaves must not contain debris like garbage, plastics, sticks, metal or brush. Piles should be no more than 3ft - 4ft feet wide by 3ft in height. Pick up times are weather dependent. If a curbside pick up is missed let us know at (517) 645-7641 or email manager@pottervillemi.org



DUMP YOUR JUNK – May 17th 2025 and October 18th 2025 - 8 am to Noon (until dumpsters are full)

- Potterville City residents may drop off junk mattresses, couches, iron, steel, misc. metals, glass, washers/dryers, refrigerators, stoves, dishwashers, and/or other large rubbish items at no extra charge on event days. Residential rubbish only. Commercial disposal is strictly prohibited. No construction materials or grass clippings are allowed. No tires, PCBs, lead batteries, liquids, hazardous waste, chemicals, paint and/or yard waste. Proof of City residency is required. All disposable items should be delivered to the Lake Alliance Park Compost Area during event hours. Check online at www.pottervillemi.org to verify if an item is disposable or contact the Potterville City Office at (517) 645-7641 or email manager@pottervillemi.org
- Curbside Pick Up services and waste recovery events like Dump Your Junk are provided for and funded by the City of Potterville 1.5 mill Solid Waste Millage, Public Act 298 of 1917 MCL.123.261. Waste leaves and sticks are composted, and junk items are disposed of properly and recycled. Compost material is diverted from landfills and turned into nutrient rich top soil that is used to beautify City Parks & Recreation areas. For more information regarding your curbside services and the City's bi-annual "Dump your Junk" events, contact the Potterville City Office at (517) 645-7641 or email manager@pottervillemi.org

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TREASURER'S REPORT

January 16, 2025

Utility bills—as of 12/25/24 (bills due on 15th) \$21,646.68 is outstanding with \$15,679.61 over 30 days past due.

Water usage month of Dec (Jan billing): 5,259,747 gallons

Sewer usage month of Dec (Jan billing) 5,255,584 gallons

Ready to service charge-water: \$43,918.13

Ready to service charge-sewer: \$41,754.63

Total water and sewer billed out from 11/22-12/23/24 is \$131,698.28

Payroll month of December, 2024: \$80,329.40 (this includes all payroll taxes + MERS + council pay)

Summer 2024 collection percentage: 97.60%. Winter taxes will be collectible on December 1, 2024 and are due on February 14, 2025. Winter 2024 collection percentage: 42.50%. All taxes for 2024-2025 season must be paid by February 28, 2024 by 5:00 PM. After February 28, unpaid real parcels are turned over to the County for collection.

Annual Treasurer meeting in Lansing on January 17, 2025.

Bank reconciliations completed for month of December, 2024:

General account – Reconciled balance: **\$4,125,460.97**

Payroll account - Reconciled balance: **\$15,000.85**

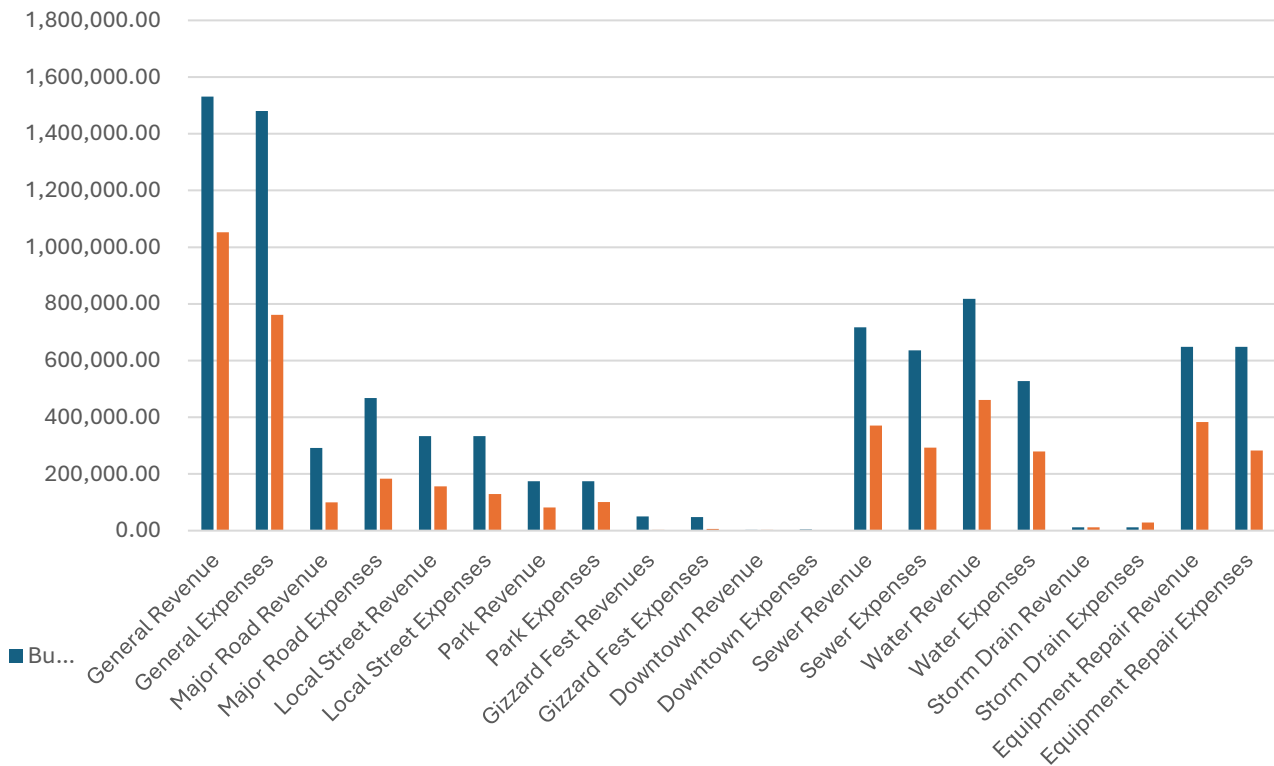
Tax account – Reconciled balance: **\$502,201.81**

Gizzard Fest – Reconciled balance: **\$49,816.82**

Respectfully submitted,
Jodi West, Treasurer

	Budgeted	Actual
General Revenue	1,531,215.05	1,052,031.30
General Expenses	1,480,189.24	760,837.34
Major Road Revenue	291,894.29	100,145.60
Major Road Expenses	467,476.49	183,774.35
Local Street Revenue	333,253.06	155,682.08
Local Street Expenses	333,386.76	128,985.44
Park Revenue	174,690.00	81,293.21
Park Expenses	174,690.00	100,677.73
Gizzard Fest Revenues	50,650.00	2,145.02
Gizzard Fest Expenses	47,520.00	5,870.01
Downtown Revenue	2,654.00	2,654.00
Downtown Expenses	3,600.00	642.21
Sewer Revenue	716,850.00	371,032.09
Sewer Expenses	635,746.00	293,105.86
Water Revenue	817,183.09	461,369.13
Water Expenses	527,248.00	279,472.74
Storm Drain Revenue	12,000.00	12,000.00
Storm Drain Expenses	12,000.00	29,177.49
Equipment Repair Revenue	648,793.45	383,000.00
Equipment Repair Expenses	648,793.45	282,353.52

Revenue/Expenses Year end 12/31/24



City of Potterville

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From the Clerk's office – January 2025

Eaton County will have a May 6, 2025 election with the following proposed millage:

COUNTYWIDE PUBLIC SAFETY MILLAGE PROPOSITION

"For the purposes of maintaining and enhancing the Public Safety functions for the citizens of Eaton County in the areas of staffing and resources for the Prosecuting Attorney's Office, Sheriffs road patrol services, and staffing, facilities and services for Animal Control, shall the limitation on the amount of taxes that may be imposed on taxable property in Eaton County, be increased at the rate of up to 2.0000 mills (\$2.00 per \$1,000.00 of taxable value) for a period of ten (10) years, being 2025 through 2034, inclusive.

YES

NO

It is estimated that 2.0000 mills would raise approximately \$10,058,494.00 in the first year of levy."

If you need assistance, the Clerk is available, and in the office Tuesday, Thursday, and Fridays from 8:30-5, please contact me on my direct number 517-224-8103 or email cityclerk@pottervillemi.org. It would be my pleasure to assist in any way that you might need.

Becky Dolman

City of Potterville

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January 2025

From the office of the Parks & Recreation Department for the City of Potterville:

The Parks & Recreation Department continues to do administrative work, planning, implementation, programs, observation, evaluation, training, and continuing education.

- With the 2024 season official closed, we don't get much "time off" before we start another season.
- We have been notified and received the 10% audit from the MDNR of what was left to be reimbursed by the Recreation Passport Grant for the Sunset Hills Park Project. This grant is officially closed.
- 5 Year Parks & Recreation Plan is going for adoption this month. **Resolution No. 25-00116-01** is on your agenda. Once adopted, we'll be able to put the final documents in such as meeting minutes, the resolution and submit to the DNR prior to the deadline of February 1, 2025.
- We are eagerly waiting for the 2025 Grant Application Cycle to open up, as TIFA will be going for the Trust Fund Grant. The City will be applying for that on their behalf, myself and City Manager will be completing this as we did with the Recreation Passport Grant. Our Grant Coordinator was able to give us a heads up that the Grant Cycle will open at the end of the week, or the week of City Council.
- The holidays have concluded. After the Christmas event we had our annual Best Holiday House Contest. This is going strong and 2024 was our 8th year! Congratulations to the Winners!
- DPW has taken down the streetlight garlands and big wreaths. Receptionist and I worked together and organized the garland & put away for next year. City Hall is back to normal, this is all thanks to the Receptionist! More Christmas decor is still up, they will be taken down and put away in a timely manner.
- The 2025 Season is upon us! We have 29 tournaments set, secured & confirmed. We are looking forward to seeing everyone again. This is going to be a great season as 5 out of 6 ball fields have been renovated and improvements have been made. These were made possible by TIFA. We have limited the safety hazards the fields were showing from ware and tare, the fields are leveled, dirt was brought in, the bases, home plates, and pitching rubbers were all dug out-new anchors and realigning took place. Now those anchors are accurate and at standard for playing ball.
- The only field left for work is the City Park Baseball Field, we are going to get this renovated and make improvements this Spring, in hopes before games are needing to start.
- Youth Baseball is just around the corner, the form is in progress and will open registration within a week. We also meet with the vendor for the uniforms.
- T-Ball & Coach Pitch Season is currently being worked out for dates and season. Registration will open next month
- The Potterville Masons have reached out after over a year regarding their plaque they wanted to be posted by the downtown pavilion of where the lodge originally was located. I have been in

contact with both the representatives from Masons and the vendor and the progress is going well and tasks are getting accomplished.

- Dump Your Junk Dates are confirmed. The City Manager will be posting those for publications.
- The mParks 2025 Conference is coming up and it will be in Traverse City March 2nd-6th. This year's theme is "Elevate: your leadership, our communities, the profession."
- I have a coordinator meeting with the PONY league this month. This will go over new rule changes, what to expect for this season.
- Next month I'll be going to Fierce Women in Sports where I'll be expanding our networks and strengthen relationships of our surrounding communities, & mentorship. This is hosted by the Lansing Sports Commission, also known as Greater Lansing Sports Authority.
- Continue to further my education by webinars, meetings, certifications, conferences, etc.

Respectfully Submitted,

Tiffani Falin, Parks & Recreation Director

City of Potterville

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All permit information has been entered into the system and entering final new build data.

Working on Economic Condition Factors and Land Values to set property values for 2025.

Mailed out personal property statements to businesses. They are due back to the City by February 20th.

Mailed letters to Veterans regarding the recent changes to the processing of Veteran Exemptions.

Thanks,



Sarah Payton, MAAO



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

December 18, 2024

Aaron Sheridan, Supervisor
City of Potterville, Eaton County
319 N. Nelson Street, PO Box 488
Potterville, MI 48876

Dear Aaron Sheridan:

The State Tax Commission at their December 17, 2024 meeting approved the enclosed Certificate of Achievement. This certificate acknowledges the City of Potterville, Eaton County for receiving a perfect score on their 2024 PA 660 Assessment Audit Review. The Commission wishes to congratulate the City and thank you for your continued efforts to provide fair and equitable assessing in the State of Michigan.

Sincerely,

Joycelyn Isenberg, Executive Director
State Tax Commission

Enc: Certificate of Achievement

Certificate of Achievement

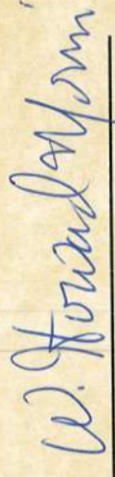


This acknowledges that

City of Potterville, Eaton County

On the 17th of December 2024 has been recognized for the outstanding achievement of receiving a perfect score on the 2024 PA 660 Assessment Audit Review. We wish to congratulate you and thank you for your continued efforts to provide fair and equitable assessing in the State of Michigan.


Peggy L. Nolde, Chairperson


W. Howard Morris, Member



City of Potterville

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January 9, 2025

To: City of Potterville Council Members

From: Brandy Miller, Zoning Administrator

Re: Report to Council

Below is a list of the projects I am currently working on for the City of Potterville. Please keep in mind, these projects do not include the day-to-day commutations or projects with property owners located in the City of Potterville.

- **Cambria Ridge:** Phase 2 of the project is underway; the contractors are actively working on construction of Cambria Court. They are also working on the construction of the retention ponds and catch basins.
- **Proposed Sunset Hills East Single Family Residential Subdivision:** The Planning Commission met on November 19th to consider a proposed preliminary site condominium development for Sunset Hills East. The Planning Commission after hearing public comment recommend approval of the plan with the condition that the existing road, Beechwood Court remain named as Beechwood Court rather than the proposed road name of Country Court. In addition, the Planning Commission required the location of light poles in compliance with City of Potterville requirements and similar to existing light poles be added to the plan. The revised preliminary plan is attached for councils review and decision.
- **Alro Steel:** Alro Steel's Variance Application and Site Plan Review Application were postponed until the January 21, 2025 Zoning Board of Appeals and Planning Commission Meetings at the request of the applicant. Postponing the application does not affect Alro Steel's time line for construction; construction is not slated to begin until Summer of 2025.
- **Zoning Board of Appeals:** A small informal training will be held on Wednesday, January 15th for the new members of the Zoning Board of Appeals.
- **Policy updates:** Staff is actively working with Progressive AE on policy updates. I met with our consultant twice in December to go over draft chapters of the Zoning Ordinance. The Planning Commission will review the draft chapters at their January 21, 2025 meeting.
- **Enforcements:** Staff is working with Aaron Sheridan and Richard Barry to develop better enforcement procedures to ensure timely corrective action.

Please do not hesitate to reach out to me directly with any questions or concerns. I can be reached by calling (517) 281-5659 or e-mail Zoning@pottervillemi.org.

"City of Helping Hands"



**Potterville
Police Department**
Chief Richard Barry



319 North Nelson St. • Potterville • Michigan • 48876 • Phone (517) 645-7802 • Fax (517) 645-7810

Cost of K9 Implementation

Police K-9 Initial budget expenditure:

- **Initial Training:** The initial training for a K-9 and its handler can range from \$12,000 to \$15,000
- **Vehicle Outfitting:** The cost to outfit a new car with a cage and other necessary modifications for a K-9 can be around \$5,000 to \$10,000+

Police K-9 Budget estimated yearly general expenditure:

- **Annual Salary Compensation:** Additional salary compensation for the handler for taking care of the K-9 can be between \$1,000 to \$3,000.
- **Food, Treats, Bedding, Kennel:** The annual cost for food, treats, bedding, and kennel can range from \$500 to \$2,000.
- **Veterinary Bills:** Annual veterinary bills, including monthly medication for flea and heartworm prevention, and emergency care, can also range from \$1,000 to \$2,000.
- **Annual Recertification:** The cost for annual recertification, which includes travel and tuition, can be around \$0 to \$2,000.

Police K-9 funding sources:

Cher Car Kennels will donate the K-9 if training is done through them. Training will be \$10,000 with the purchase of training aids at approximately \$1,500 for an approximate total of \$11,500.

Walmart Spark Good Local Grants program, which could potentially help fund a police K-9 program. These grants are awarded to eligible organizations operating locally and directly benefiting the service area of the facility from which they are requesting funding: This also if a program through Sam's Club.

- Grant amounts range from a **minimum of \$250 to a maximum of \$5,000.**

Corporate Grants: Companies and insurance companies such as Metlife have grant programs that police departments can apply for.

- **Freight Railroad Companies:** Such as CSX and Union Pacific, offer grants to enhance safety in their operational areas.

The Ben Rothelsberger Foundation: Former NFL Quarterback offers grants for K-9 programs.

Community Fundraisers and donations can account for a large portion of the initial start up cost for getting a K-9 Program up and running. Contacting and requesting grant funds from local community foundations is also an avenue for funds.

City of Potterville

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RESOLUTION NO. 25-00116-01

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City of Potterville in City Hall at 319 N Nelson St. Potterville, MI 48876 on the 16th day of January, 2025, at 6:00 p.m.

Present:

Absent:

The following Resolution was offered by Member _____ and seconded by Member _____.

RESOLUTION OF ADOPTION OF THE CITY OF POTTERVILLE 2025-2029 5-YEAR PARKS AND RECREATION PLAN

WHEREAS, the City Council of the City of Potterville (City) has begun the process of developing the City of Potterville 2025-2029 5-Year Parks and Recreation Plan in accordance with the most recent guidelines developed by the Michigan Department of Natural Resources; and

WHEREAS, residents, landowners and members of the public of the City of Potterville were provided with a well-advertised opportunity during the development of the draft Plan to express opinions, ask questions and discuss all aspects of the recreation and natural resource conservation Plan; and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft for a period of at least 30 days; and

WHEREAS, a public hearing was held on December 19th, 2024, at 6:00 p.m. EST at the Potterville City Hall to provide an opportunity for all residents of the City, landowners and members of the public to express opinions, ask questions and discuss all aspects of the City of Potterville 2025-2029 5-Year Parks and Recreation Plan, and

WHEREAS, the City has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the City of Potterville, and

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Potterville hereby adopts the City of Potterville 2025-2029 5-Year Parks and Recreation Plan.

City of Potterville

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Fax: (517) 645-7810 ♦ www.pottervillemi.org

Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED: (___)

STATE OF MICHIGAN

COUNTY OF EATON

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on January 16th, 2025.

Becky Dolman

City Clerk

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
 Fax: (517) 645-7810 ♦ www.pottervillemi.org

RESOLUTION NO. 2025-0116-02

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Potterville City Hall 319 N Nelson Street, Potterville, MI 48876 on the 16th day of January 2025, at 6:00 p.m.

Present:

Absent:

The following Resolution was offered by and seconded by .

RESOLUTION APPROVING SUNSET HILLS EAST PRELIMIARY SITE PLAN

WHEREAS, Green Development Ventures, LLC (the “Applicant”), submitted an application for a preliminary site condominium plan for the Sunset Hills East development (the “Site Plan” attached as **Exhibit A**) for the following described property:

700-023-100-091-01 - COMM AT NW COR SEC 23 T3N R4W - S 89DEG52'6" E 959.01 FT ALG N LI SD SEC 23 TO POB - S 89DEG52'6" E 340.91 FT ALG N LI SD SEC 23 - S 0DEG24'58" W 1414.0 FT TO N COR LOT 37 SUNSET HILLS #3 PLAT - S 29DEG31'43" W 36.81 FT ALG W LI SD LOT 37 TO NW COR LOT 36 OF SUNSET HILLS #3 PLAT - N 70DEG0'51" W 204.49 FT TO N LI OF SD LOT 36 EXTENDED - NWLY 39.17 FT ALG CURVE TO LEFT W/RAD OF 371.39 FT (CHORD 39.15 FT BEARING N 8DEG21'3" E) TO NE COR LOT 17 OF SUNSET HILLS PLAT - NLY THE FOLL 4 COURSES: N 85 DEG1'15" W 90.55 FT, N 23DEG47'3" W 76.8 FT, N 11DEG19'25" W 81.63 FT, & N 0DEG32'39" E 1180.03 FT TO POB ALSO COMM AT NW COR SEC 23 T3N R4W - S 89DEG52'6" E 1299.92 FT ALG N LI SD SEC 23 - S 0DEG24'58" W 1314.00 FT TO POB - S 89DEG50'57" E 1302.85 FT TO N-S 1/4 LI SD SEC 23 - S 0DEG17'17" W 873.74 FT ALG N-S 1/4 LI TO NE COR SUNSET HILLS #3 PLAT - ALG N LI SUNSET HILLS #3 PLAT THE FOLL TWELVE COURSES: N 89DEG42'24" W 150 FT, N 58DEG44'16" W 76.98 FT, N 89DEG42'43" W 114.94 FT, N 55DEG1'2" W 134.66 FT, N 46DEG4'30" W 170.07 FT, N 54DEG14'1" W 66.67 FT, N 46DEG4'30" W 256.27 FT, N 62DEG16'10" W 262.68 FT, N 0DEG9'3" E 75 FT, N 23DEG36'32" W 72.11 FT, SELY 161.41 FT ALG CURVE TO LEFT W/RAD 235 FT (CHORD 158.25 FT BEARING S 70DEG28'27" W), N 37DEG20'4" W 142.77 FT TO N COR LOT 37 SUNSET HILLS #3 PLAT - N 0DEG24'58" E 100 FT TO POB; and

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
 Fax: (517) 645-7810 ♦ www.pottervillemi.org

WHEREAS, on September 20, 2022, the City Planning Commission met to review the application of the Site Plan in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101 *et seq.* (the “Act”); and

WHEREAS, after the meeting on November 19, 2024, the Planning Commission recommended approval of the Preliminary Site Plan to the City Council with the condition that all requirements of the City of Potterville Code of Ordinances, City of Potterville Zoning Ordinance, City of Potterville DPW, EGLE, and Eaton County Drain Commissioner are met; and

WHEREAS, at its meeting on January 16, 2025, the City Council reviewed the Site Plan; and

WHEREAS, the City Council desires to approve the preliminary Site Plan subject to certain conditions and has determined that approving the Site Plan subject to these conditions is in the best interests of the health, safety and welfare of City residents.

NOW, THEREFORE, the City Council of the City of Potterville resolves as follows:

The City Council hereby conditionally approves the preliminary Site Plan subject to the following requirements:

1. All requirements of the City of Potterville Code of Ordinances, City of Potterville Zoning Ordinance, City of Potterville DPW, EGLE, and Eaton County Drain Commissioner shall be met.
2. The City Council hereby directs and authorizes the City Mayor and City Clerk to sign and endorse their approval on a copy of the preliminary site plan.
3. Any and all resolutions that are in conflict with this Resolution are hereby repealed but only to the extent to give this Resolution full force and effect.

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Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED:

STATE OF MICHIGAN

COUNTY OF EATON

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on January 16, 2025

Becky Dolman

City Clerk

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

“EXHIBIT A”

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST 1/4 OF SECTION 23, T3N, R4W, CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S89°52'06"E 1299.92 FEET ALONG THE NORTH LINE OF SAID SECTION 23; THENCE S00°24'58"W 1314.00 FEET; ALONG THE EAST LINE OF SUNSET HILLS NO. 4 AS RECORDED IN LIBER 13, PAGES 168 -170 TO THE POINT OF BEGINNING;

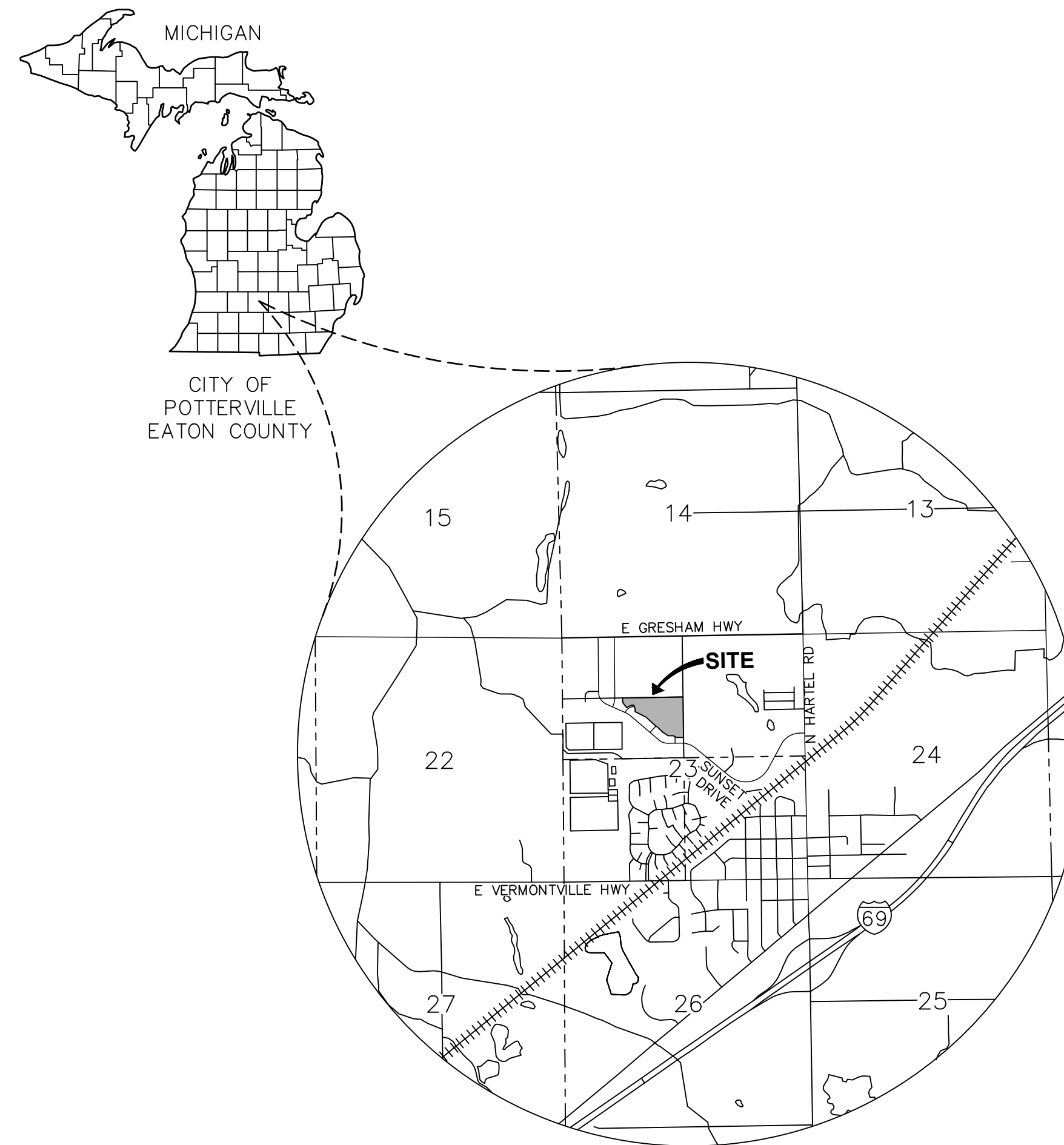
THENCE S89°50'57"E 1302.85 FEET; THENCE S00°17'17"W 873.74 FEET ALONG THE NORTH-SOUTH 1/4 OF SAID SECTION 23 TO THE NORTHEAST CORNER OF SUNSET HILLS NO. 3 AS RECORDED IN LIBER 13, PAGES 83 - 85; THENCE ALONG THE NORTH LINE OF SAID SUNSET HILLS NO. 3 THE FOLLOWING TWELVE (12) COURSES 1) N89°42'24"W 150.00 FEET; 2) N58°44'16"W 76.98 FEET; 3) N89°42'43"W 114.94 FEET; 4) N55°01'02"W 134.66 FEET; 5) N46°04'30"W 170.07 FEET; 6) N54°14'01"W 66.67 FEET; 7) N46°04'30"W 256.27 FEET; 8) N62°16'10"W 262.68 FEET; 9) N00°09'03"E 75.00 FEET; 10) N23°36'32"W 72.11 FEET; 11) SOUTHEASTERLY 161.41 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 39°21'12" AND A CHORD OF S70°28'27"W 158.25 FEET; 12) N37°20'04"W 142.77 FEET TO THE NORTH CORNER OF LOT 37 OF SAID SUNSET HILLS NO. 3; THENCE N00°24'58"E 100.00 FEET ALONG THE EAST LINE OF LOTS 81-82 OF SAID SUNSET HILLS NO. 4 TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 16.43 ACRES.

BEARING REFERENCE

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM: MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83 (CONUS) (MOL) (GRS80), SOUTH ZONE 2113, INTERNATIONAL FEET, GROUND

PRELIMINARY SITE CONDOMINIUM PLAN FOR SUNSET HILLS EAST



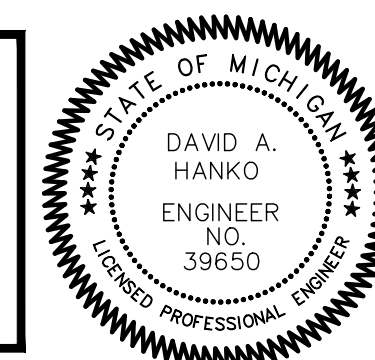
LOCATION MAP

DESIGN ENGINEER/SURVEYOR

Feenstra
& Associates, Inc.
CIVIL ENGINEERS & SURVEYORS
3145 Prairie St SW Phone: 616.457.7050
Grandville, MI 49418 www.feenstrainc.com

CLIENT

MIKE WEST
ALLEN EDWIN HOMES
795 CLYDE COURT SW
BYRON CENTER, MI 49315
269-365-8548



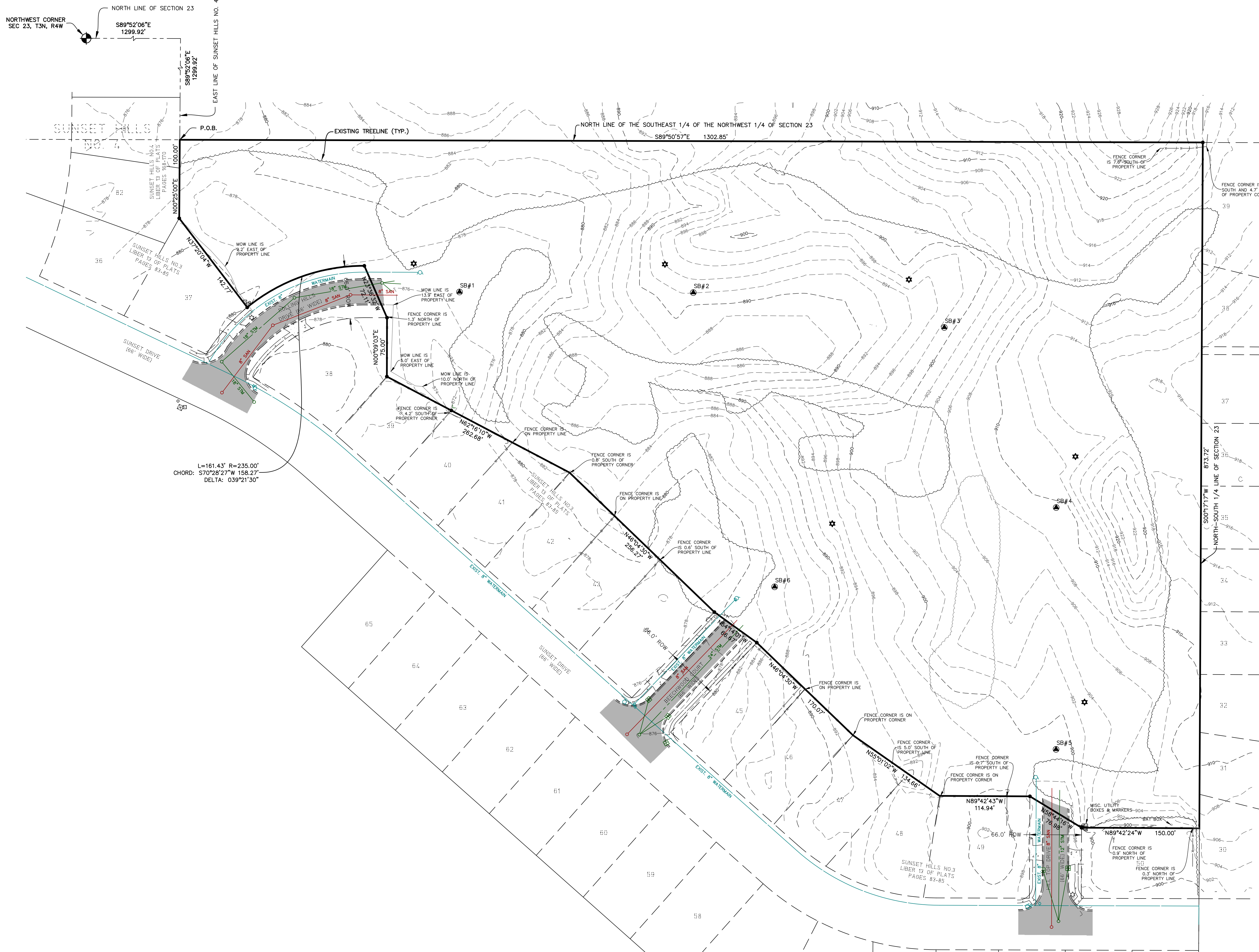
		PLAN SUBMITTALS			
		SUBMITTED TO CLIENT FOR REVIEW	REVISED PER CITY COMMENTS	REVISED PER CITY COMMENTS	STREET NAME, LIGHT POLES
		8/28/2024	10/11/2024	10/25/2024	11/22/2024
		INCLUDED SHEETS			
GENERAL					
SHEET 1	COVER	●	●	●	
SURVEY					
SHEET 2	BOUNDARY / TOPOGRAPHIC SURVEY	●	●	●	
SITE PLAN					
SHEET 3	SITE PLAN	●	●	●	
GRADING					
SHEET 4	GRADING PLAN	●	●	●	
ROAD PROFILES					
SHEET 5.1	ROAD PROFILE - ROLLING HILLS DRIVE	●	●		
SHEET 5.2	ROAD PROFILE - HILL TOP DRIVE	●	●		
SHEET 5.3	ROAD PROFILE - BEECHWOOD COURT	●	●	●	
CITY OF POTTERVILLE, EATON COUNTY STANDARD DETAILS					

**COVER
SUNSET HILLS EAST
SITE CONDOMINIUM**

FOR: MIKE WEST
ALLEN EDWIN HOMES
795 CLYDE COURT SW
BYRON CENTER, MI 49315
269-365-8548

PART OF THE NORTHWEST 1/4, SECTION 23, T3N, R4W,
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

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UTILITY REFERENCES

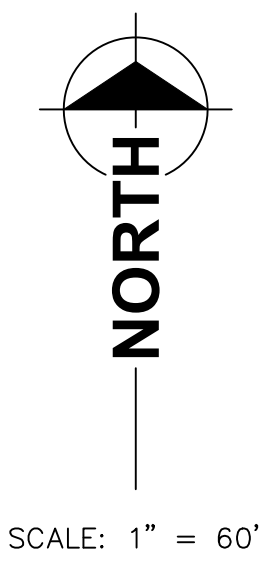
WATERMAIN RECEIVED:	CITY OF POTTERVILLE
SANITARY RECEIVED:	CITY OF POTTERVILLE
STORM RECEIVED:	CITY OF POTTERVILLE
GAS RECEIVED:	CONSUMERS ENERGY
ELECTRIC RECEIVED:	
PHONE/CABLE RECEIVED:	AT&T

UTILITY NOTES

- ALL FRANCHISE UTILITIES (GAS, FIBER, CABLE, UNDERGROUND ELECTRIC AND TELEPHONE) SHOWN ARE BASED ON MISS DIG MARKINGS LOCATED AT THE TIME OF SURVEY.
- THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATIONS PRIOR TO START OF CONSTRUCTION.

FLOOD ZONE

THE SUBJECT PROPERTY LIES ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF EATON, COMMUNITY PANEL NO. 26045C0213E, EFFECTIVE DATE NOVEMBER 26, 2010.



LEGEND

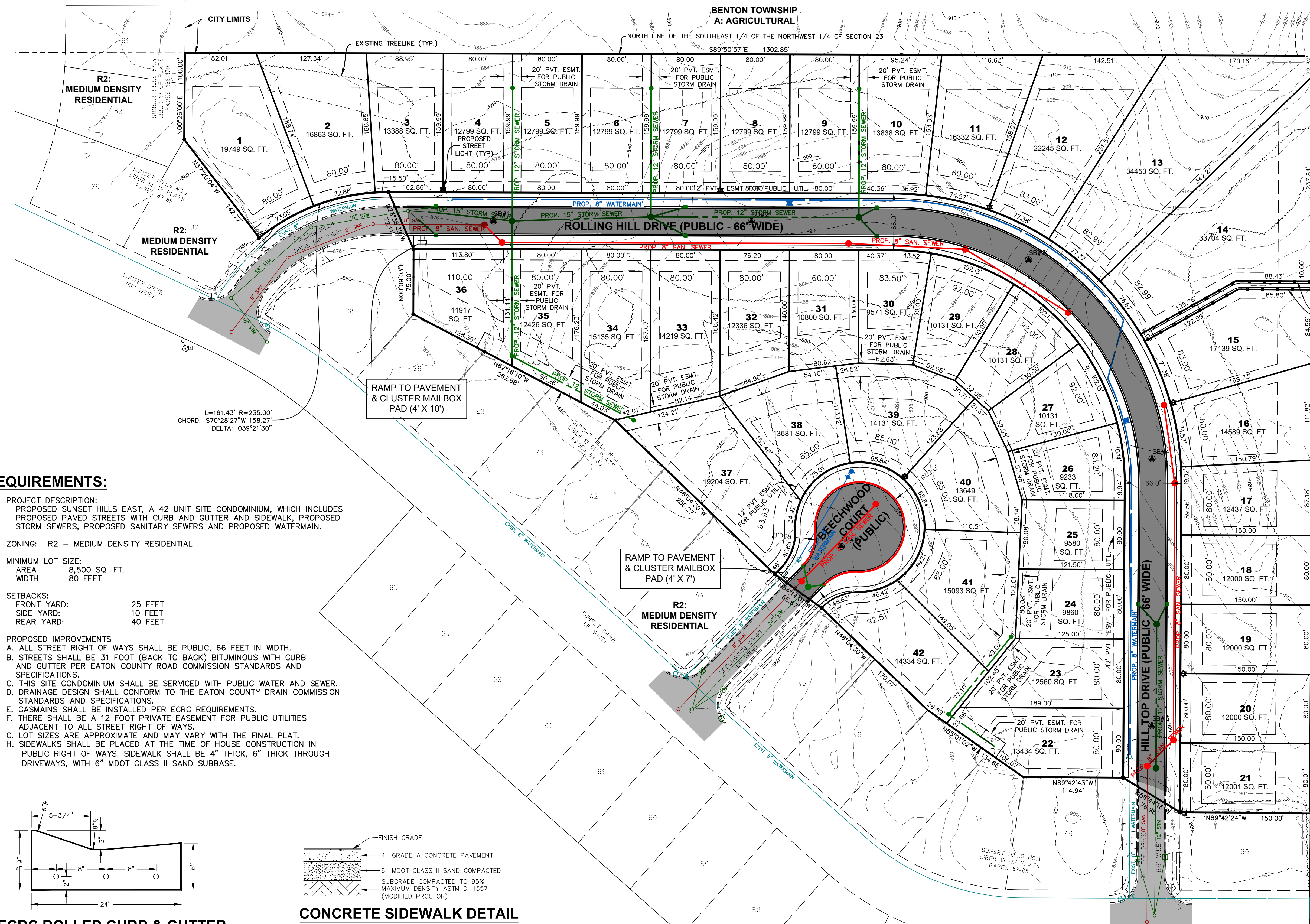
T	TOWN	⊙	SECTION CORNER
R	RANGE	⊙	SET CAPPED IRON
N	NORTH	⊙	FOUND IRON OR NAIL
S	SOUTH	⊙	STORM SEWER MANHOLE
E	EAST	⊙	SANITARY SEWER MANHOLE
W	WEST	⊙	CATCH BASIN
SEC.	SECTION	⊙	HYDRANT
POB	POINT OF BEGINNING	⊙	VALVE
■	PROPOSED BLACKTOP	⊙	UTILITY POLE
■	PROPOSED CONCRETE	⊙	GUY WIRE
■	EXISTING BLACKTOP	⊙	LIGHT POLE
■	EXISTING CONCRETE	⊙	WALL MOUNTED LIGHT
▭	BUILDING	⊙	PEDESTAL
		⊙	TRANSFORMER
		⊙	SIGN

BOUNDARY / TOPOGRAPHIC SURVEY
SUNSET HILLS EAST
SITE CONDOMINIUM
 FOR: MIKE WEST
 ALLEN EDWIN HOMES
 795 CLYDE COURT SW
 BYRON CENTER, MI 49315
 269-365-8548
 PART OF THE NORTHWEST 1/4, SECTION 23, T3N, R4W,
 CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

Feenstra & Associates, Inc.
 CIVIL ENGINEERS & SURVEYORS
 3145 Prairie St SW Phone: 616.457.7050
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**BENTON TOWNSHIP
A: AGRICULTURAL**

NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23
S89°50'57"E 1302.85'



- NOTES**
1. THE PROPOSED SITE CONDOMINIUM PROJECT SHALL BE ENTIRELY COMPOSED OF SINGLE FAMILY DETACHED HOMES WITH ATTACHED GARAGES.
 2. MINIMUM LOT WIDTH IN SINGLE FAMILY IS 80' WIDE AT THE FRONT BUILDING LINE.
 3. TRASH PICKUP SHALL BE PROVIDED CURBSIDE WITH UNITS HAVING INDIVIDUAL ROLL-OFF CONTAINERS STORED IN GARAGES.
 4. GROUNDWATER ELEVATION IS UNKNOWN AT THIS TIME. GROUNDWATER ELEVATIONS SHALL BE ACCESSED FROM BORINGS WHEN AVAILABLE.
 5. UNITS ALONG ROLLING HILLS DRIVE, HILL TOP DRIVE AND BEECHWOOD COURT WILL BE SERVED WITH NEW SANITARY SEWER, STORM SEWER AND WATERMAIN INCLUDING NEW LATERALS AND WATER SERVICE.
 6. HOMES ALONG ROLLING HILLS DRIVE AND HILL TOP DRIVE SHALL BE SERVED BY A CENTRAL MAILBOX CLUSTER LOCATED AT THE NORTHWEST CORNER OF PROPOSED UNIT 36 AS SHOWN HEREON. BEECHWOOD COURT WILL BE SERVED BY A CENTRAL MAILBOX CLUSTER LOCATED AT THE NORTHWEST CORNER OF PROPOSED UNIT 37 AS SHOWN HEREON.

REQUIREMENTS:

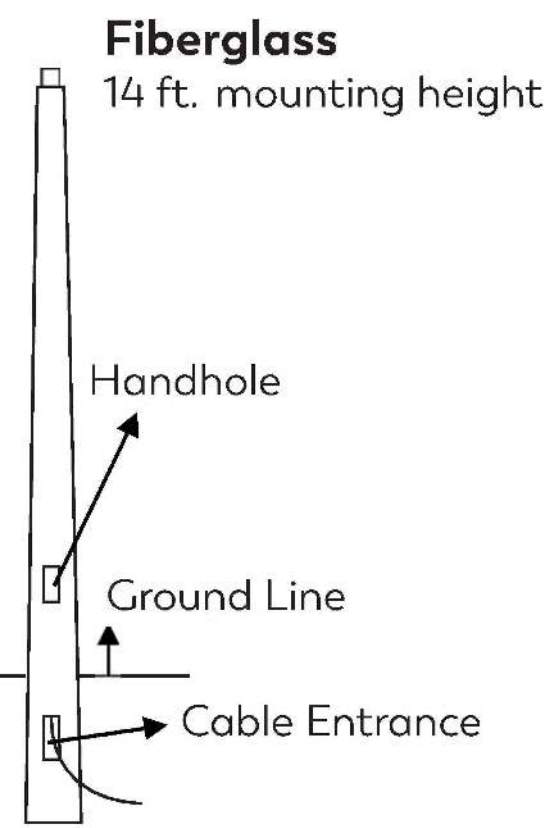
1. PROJECT DESCRIPTION:
PROPOSED SUNSET HILLS EAST, A 42 UNIT SITE CONDOMINIUM, WHICH INCLUDES PROPOSED PAVED STREETS WITH CURB AND GUTTER AND SIDEWALK, PROPOSED STORM SEWERS, PROPOSED SANITARY SEWERS AND PROPOSED WATERMAIN.
2. ZONING: R2 - MEDIUM DENSITY RESIDENTIAL

MINIMUM LOT SIZE:
AREA 8,500 SQ. FT.
WIDTH 80 FEET

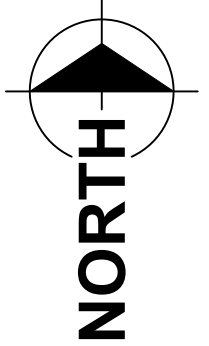
SETBACKS:
FRONT YARD: 25 FEET
SIDE YARD: 10 FEET
REAR YARD: 40 FEET
3. PROPOSED IMPROVEMENTS
A. ALL STREET RIGHT OF WAYS SHALL BE PUBLIC, 66 FEET IN WIDTH.
B. STREETS SHALL BE 31 FOOT (BACK TO BACK) BITUMINOUS WITH CURB AND GUTTER PER EATON COUNTY ROAD COMMISSION STANDARDS AND SPECIFICATIONS.
C. THIS SITE CONDOMINIUM SHALL BE SERVICED WITH PUBLIC WATER AND SEWER.
D. DRAINAGE DESIGN SHALL CONFORM TO THE EATON COUNTY DRAIN COMMISSION STANDARDS AND SPECIFICATIONS.
E. GASMAINS SHALL BE INSTALLED PER ECRC REQUIREMENTS.
F. THERE SHALL BE A 12 FOOT PRIVATE EASEMENT FOR PUBLIC UTILITIES ADJACENT TO ALL STREET RIGHT OF WAYS.
G. LOT SIZES ARE APPROXIMATE AND MAY VARY WITH THE FINAL PLAT.
H. SIDEWALKS SHALL BE PLACED AT THE TIME OF HOUSE CONSTRUCTION IN PUBLIC RIGHT OF WAYS. SIDEWALK SHALL BE 4" THICK, 6" THICK THROUGH DRIVEWAYS, WITH 6" MDOT CLASS II SAND SUBBASE.



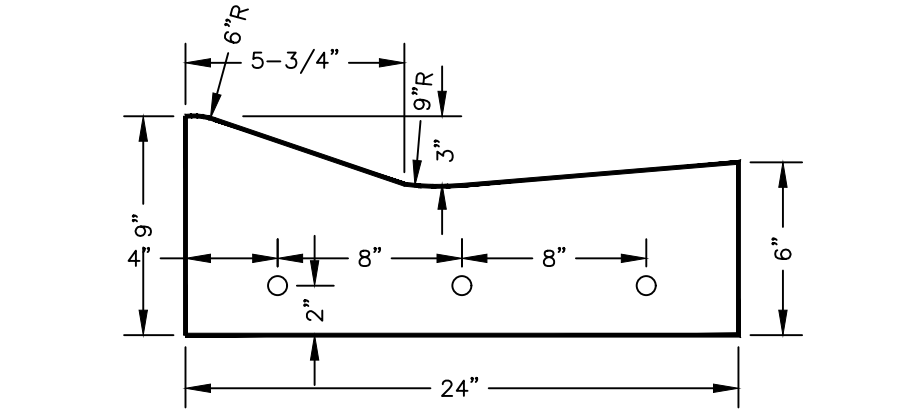
Traditional (Non-Cutoff) 50W LED



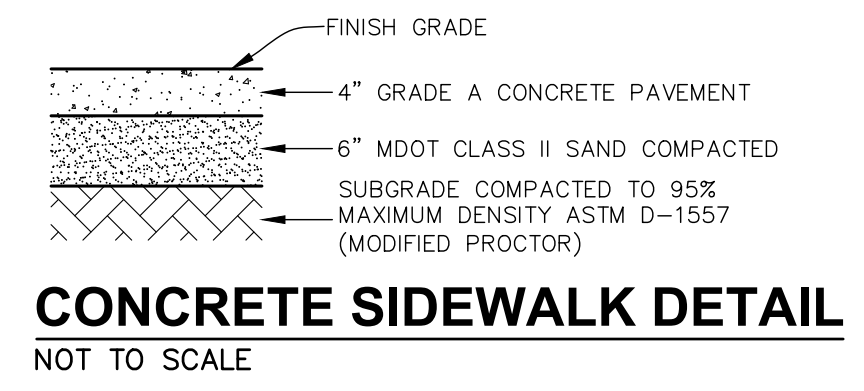
Fiberglass 14 ft. mounting height



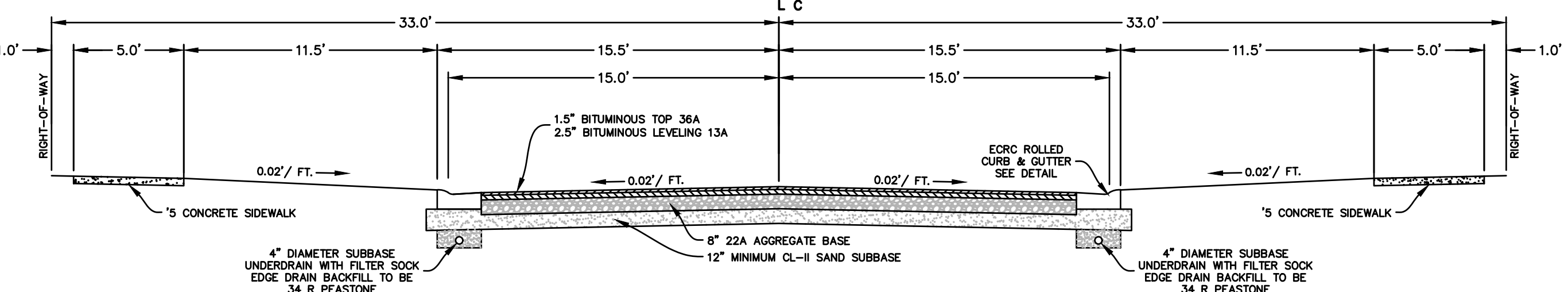
SCALE: 1" = 60'



ECRC ROLLED CURB & GUTTER
NOT TO SCALE



CONCRETE SIDEWALK DETAIL
NOT TO SCALE



CITY OF POTTERVILLE STREET CROSS-SECTION 30 FEET - FACE TO FACE
NOT TO SCALE

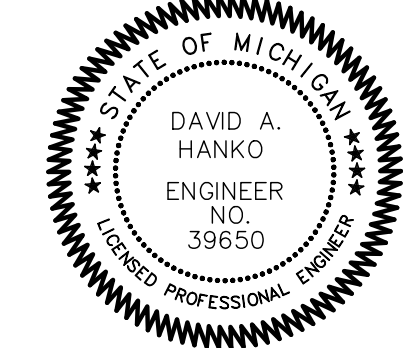
ZONING INFORMATION

THIS ZONING INFORMATION IS TAKEN FROM THE CITY OF POTTERVILLE ZONING ORDINANCE UPDATED JUNE 2006

SUBJECT PARCEL ZONING: (R-2) MEDIUM-DENSITY RESIDENTIAL	LOT AREA (SF)	MAXIMUM HEIGHT OF BUILDING	BUILDING SETBACKS (FT)			MAXIMUM % LOT AREA COVERED BY ALL BUILDINGS
			FRONT	SIDE	REAR	
REQUIRED	8,500	80	25	10	40	30
PROVIDED	8,500	80	25	10	40	30

LEGEND

T	TOWN	⊕	SECTION CORNER
R	RANGE	⊕	SET CAPPED IRON
N	NORTH	⊕	FOUND IRON OR NAIL
S	SOUTH	⊕	STORM SEWER MANHOLE
E	EAST	⊕	SANITARY SEWER MANHOLE
W	WEST	⊕	CATCH BASIN
SEC.	SECTION	⊕	HYDRANT
POB	POINT OF BEGINNING	⊕	VALVE
■	PROPOSED BLACKTOP	⊕	UTILITY POLE
■	PROPOSED CONCRETE	⊕	GUY WIRE
■	EXISTING BLACKTOP	⊕	LIGHT POLE
■	EXISTING CONCRETE	⊕	WALL MOUNTED LIGHT
■	BUILDING	⊕	PEDESTAL
		⊕	TRANSFORMER
		⊕	SIGN



SITE PLAN
SUNSET HILLS EAST
SITE CONDOMINIUM

FOR: MIKE WEST
ALLEN EDWIN HOMES
795 CLYDE COURT SW
BYRON CENTER, MI 49315
269-365-8548

PART OF THE NORTHWEST 1/4, SECTION 23, T3N, R4W,
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

Feenstra & Associates, Inc.
CIVIL ENGINEERS & SURVEYORS

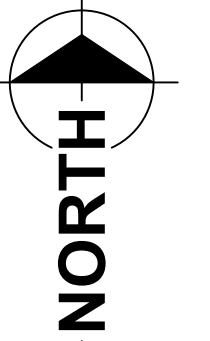
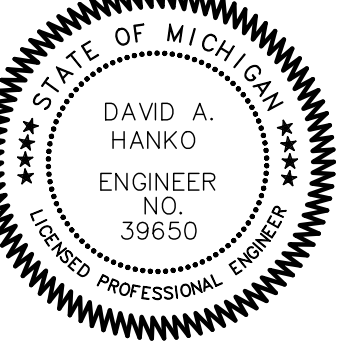
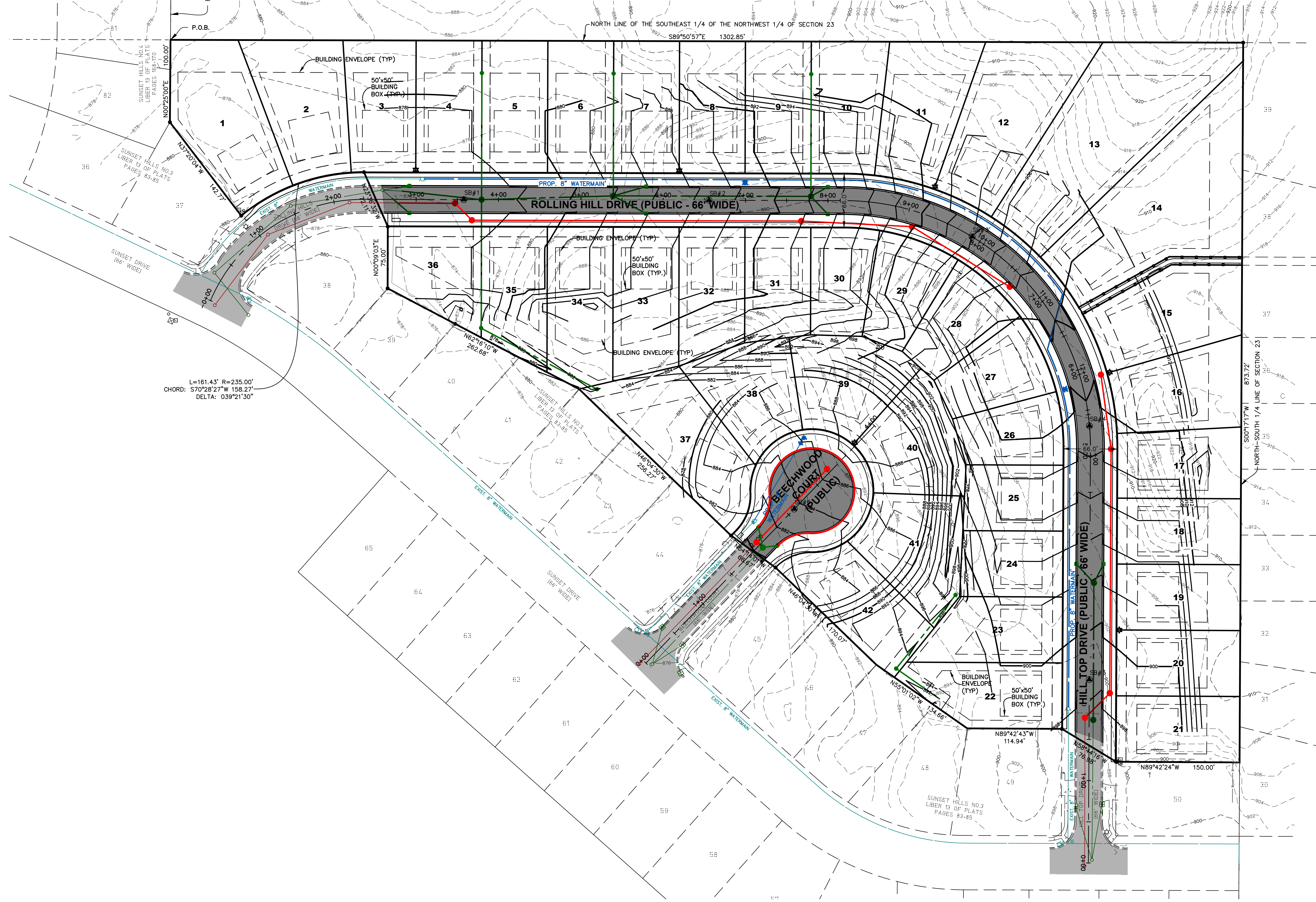
3145 Prairie St SW
Grandville, MI 49418
Phone: 616-457-7050
www.feenstrains.com

NORTHWEST CORNER
SEC 23, T3N, R4W
S89°52'06"E
1299.92'

EAST LINE OF SUNSET HILLS NO. 4
S89°52'06"E
1299.92'

NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23
S89°50'57"E
1302.85'

L=161.43' R=235.00'
CHORD: S70°28'27"W 158.27'
DELTA: 039°21'30"



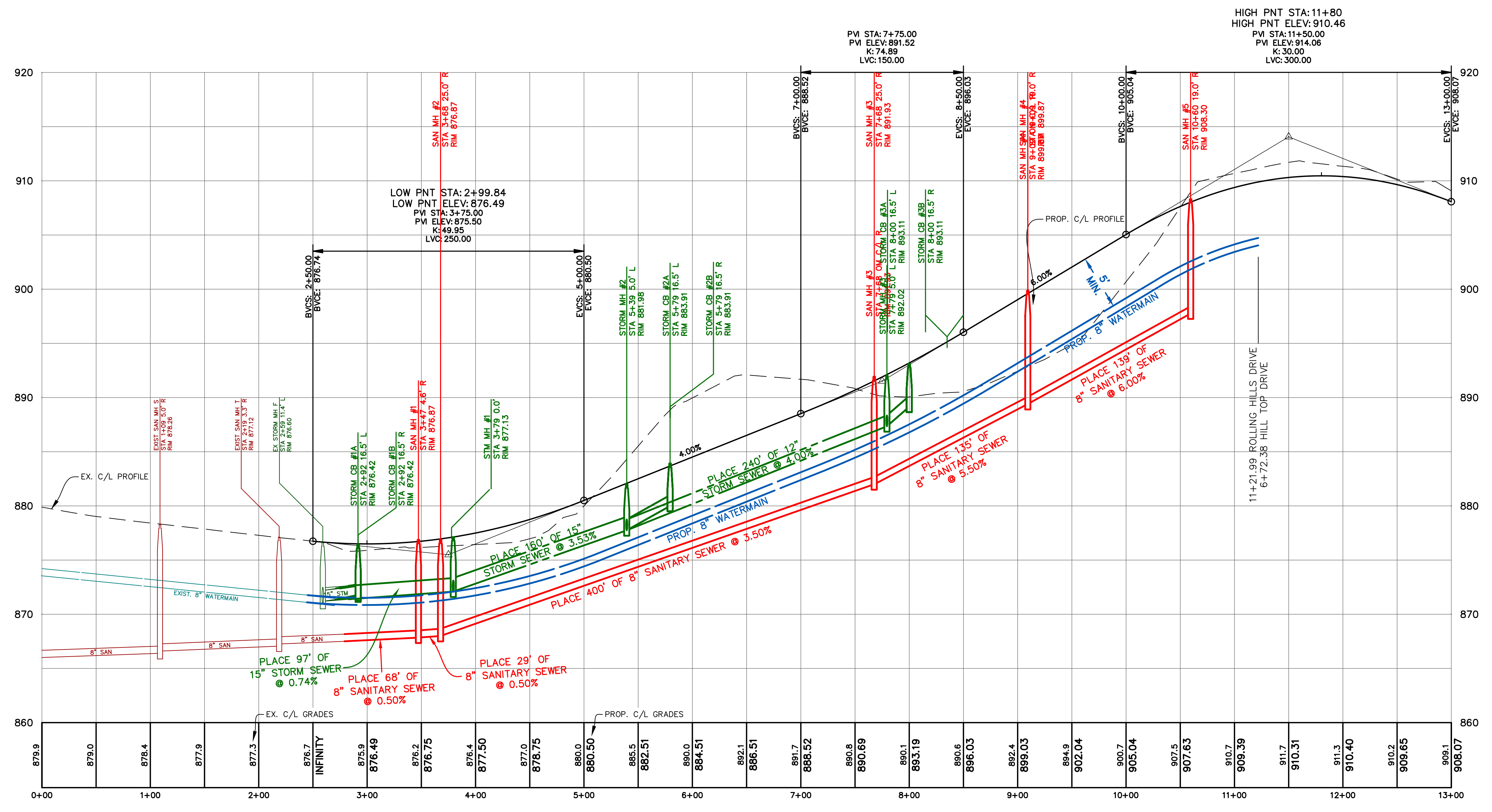
SCALE: 1" = 60'

**GRADING PLAN
SUNSET HILLS EAST
SITE CONDOMINIUM**
FOR: MIKE WEST
ALLEN EDWIN HOMES
795 CLYDE COURT SW
BYRON CENTER, MI 49315
269-365-8548
PART OF THE NORTHWEST 1/4, SECTION 23, T3N, R4W,
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

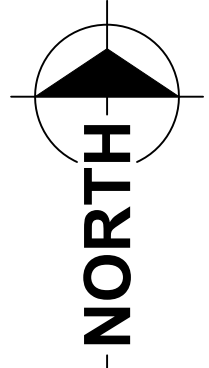
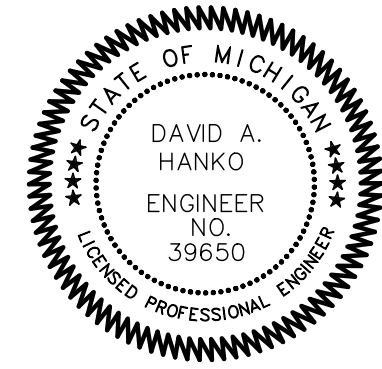


**SHEET
4**

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A:\proj\11111111\11111111.dwg, 11/11/11, 11:11:11, 11111111.dwg, 11/11/11, 11:11:11, 11111111.dwg



HORIZ. SCALE: 1" = 60'
 VERT. SCALE: 1" = 6'

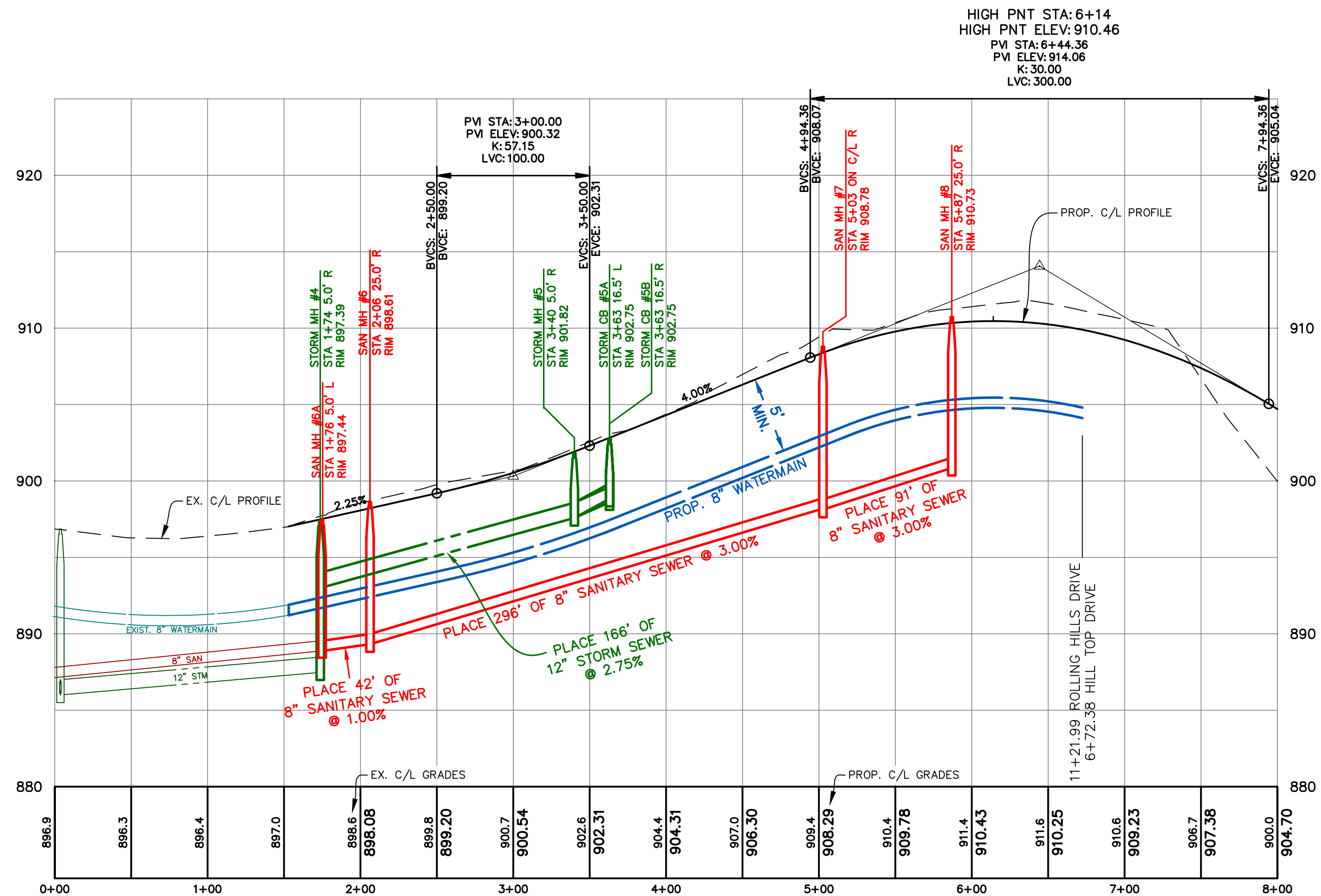
**ROAD PROFILE - ROLLING HILLS DRIVE
 SUNSET HILLS EAST
 SITE CONDOMINIUM**

FOR: MIKE WEST
 ALLEN EDWIN HOMES
 795 CLYDE COURT SW
 BYRON CENTER, MI 49315
 269-365-8548

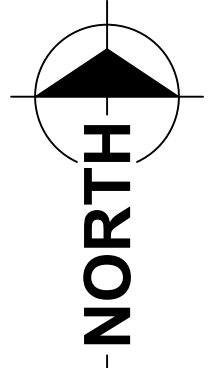
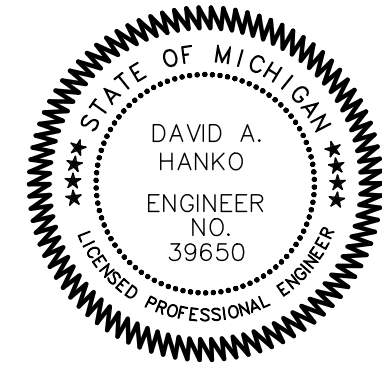
PART OF THE NORTHWEST 1/4, SECTION 23, T3N, R4W,
 CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

Feenstra & Associates, Inc.
 CIVIL ENGINEERS & SURVEYORS
 3145 Prairie St SW Phone: 616.457.7050
 Grandville, MI 49418 www.feenstra.com

SHEET 5.1



A:\Draw\2016\20160510\20160510.dwg, Plot Date: 05/10/2016, 2:48:30 PM, Plot Scale: 1" = 60'



HORIZ. SCALE: 1" = 60'
 VERT. SCALE: 1" = 6'

**ROAD PROFILE - HILL TOP DRIVE
 SUNSET HILLS EAST
 SITE CONDOMINIUM**

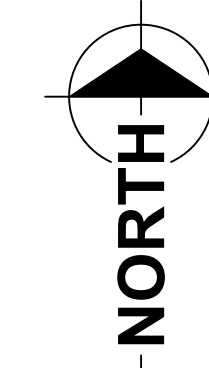
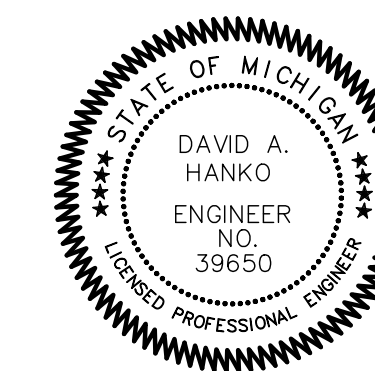
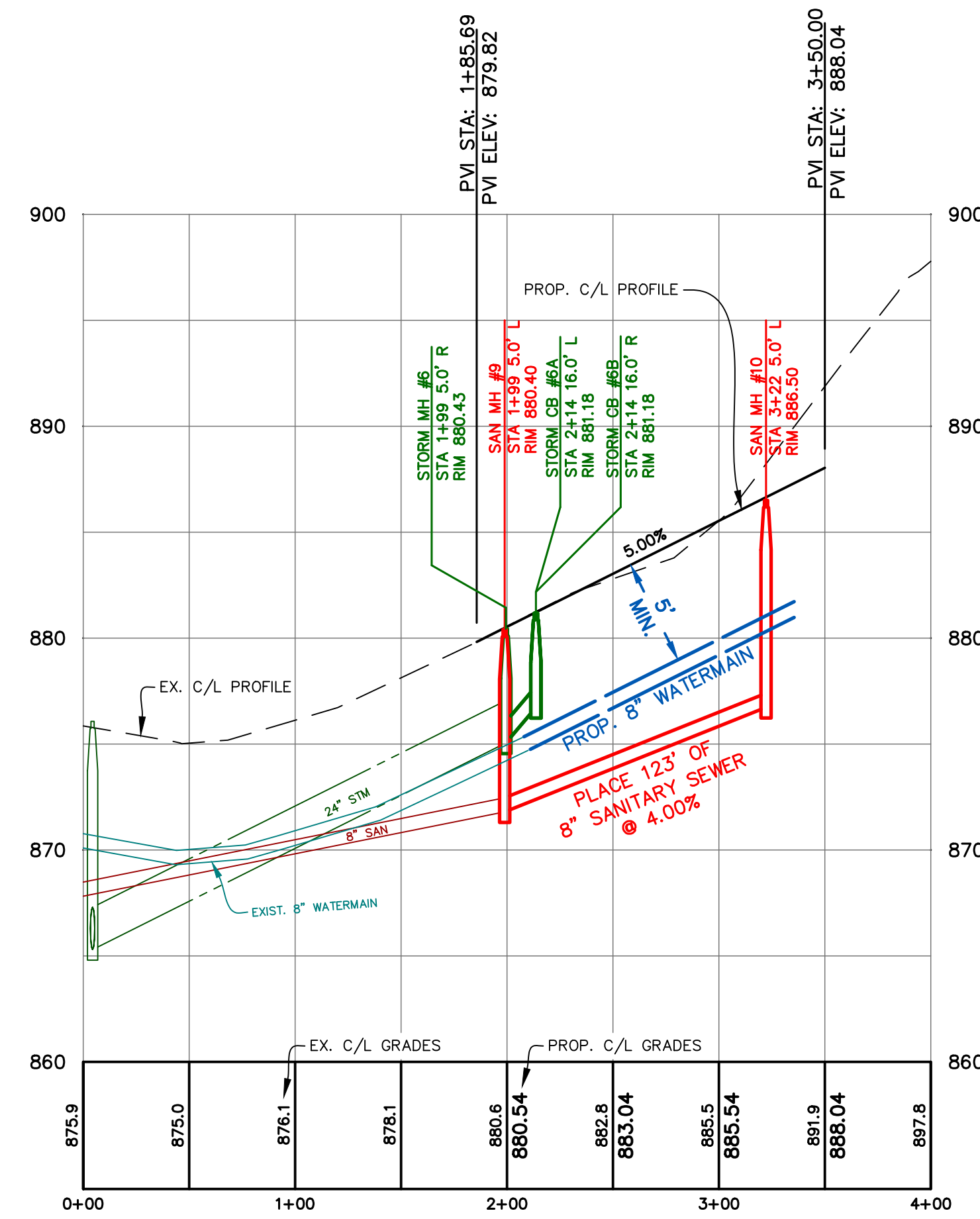
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PART OF THE NORTHWEST 1/4, SECTION 23, T3N, R4W,
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 Grandville, MI 49418 www.feenstrainc.com

**SHEET
 5.2**



HORIZ. SCALE: 1" = 60'
VERT. SCALE: 1" = 6'

**ROAD PROFILE - BEECHWOOD COURT
SUNSET HILLS EAST
SITE CONDOMINIUM**

FOR: MIKE WEST
ALLEN EDWIN HOMES
795 CLYDE COURT SW
BYRON CENTER, MI 49315
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SHEET 5.3

City of Potterville

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Fax: (517) 645-7810 ♦ www.pottervillemi.org

RESOLUTION NO. 2025-0116-03

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall on the 16th day of January of 2025, at 6:00 p.m.

Present:

Absent:

The following Resolution was offered by _____ and seconded by _____.

RESOLUTION TO APPROVE MCHIGAN DEPARTMENT OF TRANSPORTATION (“MDOT”) CONTRACT NUMBER 24-5472, CONTROL SECTION STUL 23000, JOB NUMBER 215828 CON, PROJECT 25A0039, CFDA NUMBER 20.205 BETWEEN MDOT AND THE CITY OF POTTERVILLE (“CITY”) FOR RECONSTRUCTION OF EAST AND WEST MAIN STREETS AND A PORTION OF VERMONTVILLE HIGHWAY IN THE CITY.

WHEREAS, the City Council of the City of Potterville has been provided MDOT CONTRACT NUMBER 24-5472, CONTROL SECTION STUL 23000, JOB NUMBER 215828CON, PROJECT 25A0039, CFDA NUMBER 20.205 from the Michigan Department of Transportation MDOT and has attached said MDOT Contract to this Resolution as “Exhibit A”; and

WHEREAS, City Council of the City of Potterville approves of MDOT CONTRACT NUMBER 24-5472 as attached as “Exhibit A” and intends to commence with road reconstruction activities for East and West Main Streets and a portion of Vermontville Highway;

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Potterville approves of the Michigan Department of Transportation MDOT CONTRACT NUMBER 24-5472, CONTROL SECTION STUL 23000, JOB NUMBER 215828CON, PROJECT 25A0039, CFDA NUMBER 20.205 between MDOT and the City as attached as “Exhibit A”,

BE IT FURTHER RESOLVED THAT the City Manager, Aaron Sheridan is named an official authorized to sign and execute the MDOT CONTRACT NUMBER 24-5472, CONTROL SECTION STUL 23000, JOB NUMBER 215828CON, PROJECT 25A0039, CFDA NUMBER 20.205 between MDOT and the City as attached “Exhibit A”.

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED: (____)

STATE OF MICHIGAN

COUNTY OF EATON

CITY OF POTTERVILLE

Dated: December _____, 2024

By: Jennifer Lenneman

Its: Mayor

CLERK’S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the 16th day of January of 2025, and that notice of said meeting was given in accordance with the Open Meetings Act.

Becky Dolman
City Clerk

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

Exhibit A

STP

DA

Control Section	STUL 23000
Job Number	215828CON
Project	25A0039
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5472

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 POTTERVILLE, 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 Potterville, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 2, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing, concrete curb and gutter and curb ramps along Main Street from Nelson Street to Lansing Road and hot mix asphalt cold milling and resurfacing along Vermontville Highway from the west city limits easterly to railroad; including permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Water main work along Main Street at Murphy Boulevard between Nelson Street and Dunbar Street; 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:

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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.

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- 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 accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$385,000 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion 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.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will 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.

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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 all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

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.

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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 POTTERVILLE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



January 2, 2025

EXHIBIT I

CONTROL SECTION	STUL 23000
JOB NUMBER	215828CON
PROJECT	25A0039

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$527,600	\$ 31,850	\$559,450

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$527,600	\$ 31,850	\$559,450
Less Federal Funds*	<u>\$385,000</u>	<u>\$ 0</u>	<u>\$385,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$142,600	\$ 31,850	\$174,450

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



M E M O R A N D U M

To: Potter Drain
From: Roger Swets
Date: January 16, 2025

Attached with this Memo is a resolution for the City of Potterville (the “City”) to approve participating in disclosure and entering into a continuing disclosure certificate for the bonds that will be issued for the Potter Drain Drainage District (the “Drainage District”) project.

In general, for some larger projects a municipality may be considered to be party that has significant enough involvement in a drain bond project that the federal securities law requires that a section be included in the official statement for the drain bond issue giving some disclosure regarding the municipality and requiring continuing disclosure from the municipality. For these bonds that will be issued by the Drainage District, the City will be in this situation. This is not an unusual circumstance. This is the case for any significant bond issue that is sold as a public offering in the bond market. The documents attached to this memo are the documents necessary for this step.

With the resolution provided to the City, it will be possible for the Drainage District to sell its bonds through a public offering, which is the method the Drainage District’s registered municipal advisor, Bendzinski & Co., has advised will provide the lowest interest cost to the Drainage District (and thus to the City and its residents) on the bond issue. Without the resolution and certificate from the City, the Drainage District would have to sell its bonds by some other method of sale, which the registered municipal advisor believes would lead to a higher interest rate for the bonds (and the City) and a higher annual debt service. Thus, by passage of the resolution and providing the Drainage District with the certificate when the bonds close, the City will facilitate obtaining the lowest interest cost with respect to the project.

In summary, this action on the part of the City will help provide the City and its property owners in the service area of the Drainage District with the best interest cost for the project and lowest annual debt service in the eyes of the registered municipal advisor. Please let me know if you have any questions on this material.

CONTINUING DISCLOSURE CERTIFICATE

CITY OF POTTERVILLE

\$ _____

**POTTER DRAIN DRAINAGE DISTRICT
DRAIN BONDS, SERIES 2025**

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Potterville (the “City”) in connection with the issuance by the Potter Drain Drainage District, Eaton County, Michigan (the “Issuer”) of its Drain Bonds, Series 2025. The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate.

(a) This Disclosure Certificate is being executed and delivered by the City for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriter in complying with subsection (b)(5) of the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Certificate shall be deemed to be and shall constitute a contract between the City and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.

Section 2. Definitions. The following capitalized terms shall have the following meanings:

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Annual Report” shall mean any Annual Report of the City provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

“Bondholder” shall mean the registered owner of any Bonds.

“Dissemination Agent” shall mean the City or any successor Dissemination Agent appointed in writing by the City and which has filed with the City a written acceptance of such appointment.

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB. As of the date of this Disclosure Certificate, the EMMA Internet Web site address is <http://www.emma.msrb.org>.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“GAAP” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Governmental Accounting Standards Board and in effect from time to time.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act. As of the date of this Disclosure Certificate, the address and telephone and telecopy numbers of the MSRB are as follows:

Municipal Securities Rulemaking Board
1300 I Street NW, Suite 1000
Washington, DC 20005
Tel: 202-838-1500
Fax: 202-898-1500

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2025.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the primary offering of the Bonds.

“Rule” shall mean Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities Counsel” shall mean legal counsel expert in federal securities law.

“State” shall mean the State of Michigan.

Section 3. Provision of Annual Reports.

(a) Each year, the City shall provide, or shall cause the Dissemination Agent to provide, not later than the date seven (7) months after the end of the City’s fiscal year, commencing with the City’s Annual Report for its fiscal year ending June 30, 2025, to the MSRB an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days (or such lesser

number of days as is acceptable to the Dissemination Agent) prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). Currently, the City's fiscal year commences on July 1. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Disclosure Certificate; provided, however, that if the audited financial statements of the City are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the audited financial statements then most recently prepared for the City shall be included in the Annual Report.

(b) If the City is unable to provide to the MSRB an Annual Report of the City by the date required in subsection (a), the City shall file a notice, in a timely fashion, with the MSRB, in substantially the form attached as Exhibit A.

(c) If the City's fiscal year changes, the City shall file written notice of such change with the MSRB, in substantially the form attached as Exhibit B.

(d) Whenever any Annual Report or portion thereof is filed as described above, it shall be attached to a cover sheet in substantially the form attached as Exhibit C.

(e) If the Dissemination Agent is other than the City, the Dissemination Agent shall file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

(f) In connection with providing the Annual Report, the Dissemination Agent (if other than the City) is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the Annual Report for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for its fiscal year immediately preceding the due date of the Annual Report.

(b) An update of the financial information and operating data relating to the City of the same nature as that contained in the following tables in Appendix D of the Official Statement: [Add tables to be updated, tentatively including History of Property Valuations; Major Taxpayers; Tax Rates; Tax Levies and Collections; Debt Statement-Direct Debt; and Statement of Legal Debt Margin].

The City's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with State law.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the SEC. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City covenants to provide, or cause to be provided, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event and in accordance with the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Tender offers;
- (13) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (14) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(16) Incurrence of a financial obligation of the Issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or obligated person, any of which affect security holders, if material; and

(17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14), (15), or (16), the City shall as soon as possible determine if such Listed Event would be material under applicable federal securities laws. The City covenants that its determination of materiality will be made in conformance with federal securities laws.

(c) If the City determines that (i) a Listed Event described in subsection (a)(1), (3), (4), (5), (6), (9), (11), (12), (13), or (17) has occurred or (ii) the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14), (15), or (16) would be material under applicable federal securities laws, the City shall cause a notice of such occurrence to be filed with the MSRB within ten (10) business days of the occurrence of the Listed Event, together with a cover sheet in substantially the form attached as Exhibit D. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the City shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) In connection with providing a notice of the occurrence of a Listed Event, the Dissemination Agent (if other than the City), solely in its capacity as such, is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(e) The City acknowledges that the “rating changes” referred to in subsection (a)(11) above may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the City is liable.

(f) The City acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the City does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

Section 6. Mandatory Electronic Filing with EMMA.

All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org> as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Act Release No. 59062 on December 5, 2008.

Section 7. Termination of Reporting Obligation.

(a) The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or the prior redemption or payment in full of all of the Bonds. If the City's obligation to pay a portion of the principal of and interest on the Bonds is assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the City, and the City shall have no further responsibility hereunder.

(b) This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the City (i) receives an opinion of Securities Counsel, addressed to the City, to the effect that those portions of the Rule, which require such provisions of this Disclosure Certificate, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) files notice to such effect with the MSRB.

Section 8. Dissemination Agent. The City, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Except as otherwise provided in this Disclosure Certificate, the Dissemination Agent (if other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate.

Section 9. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(i) if the amendment or waiver relates to the provisions of Section 3(a), (b), (c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the City, or type of business conducted by the City;

(ii) this Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the City shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the

reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the City or the Dissemination Agent (if other than the City) at the written direction of the City with the MSRB.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Failure to Comply. In the event of a failure of the City or the Dissemination Agent (if other than the City) to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may bring an action to obtain specific performance of the obligations of the City or the Dissemination Agent (if other than the City) under this Disclosure Certificate, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Certificate shall not constitute a default with respect to the Bonds. Notwithstanding the foregoing, if the alleged failure of the City to comply with this Disclosure Certificate is the inadequacy of the information disclosed pursuant hereto, then the Bondholders and the Beneficial Owners (on whose behalf a Bondholder has not acted with respect to this alleged failure) of not less than a majority of the aggregate principal amount of the then outstanding Bonds must take the actions described above before the City shall be compelled to perform with respect to the adequacy of such information disclosed pursuant to this Disclosure Certificate.

Section 12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, the Bondholders and the Beneficial Owners, and shall create no rights in any other person or entity.

Section 14. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate, and, in the sole determination of the City or the Dissemination Agent, as applicable, subject to technical and economic feasibility, the City or the Dissemination Agent, as applicable, shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of such information and notices.

Section 15. Additional Disclosure Obligations. The City acknowledges and understands that other State and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the City, and that under some circumstances, compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the City under such laws.

Section 16. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

CITY OF POTTERVILLE

By: _____
 Name: _____
 Its: _____

Dated: _____, 2025

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person: City of Potterville, Michigan

Name of Bond Issue: Potter Drain Drainage District's \$_____ Drain Bonds,
Series 2025

Date of Bonds _____, 2025

NOTICE IS HEREBY GIVEN that the City of Potterville has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Certificate with respect to the Bonds. The City of Potterville anticipates that the Annual Report will be filed by _____, ____.

CITY OF POTTERVILLE

By: _____
Name: _____
Its: _____

Dated: _____

EXHIBIT B

NOTICE OF CHANGE IN CITY’S FISCAL YEAR

Name of Obligated Person: City of Potterville, Michigan

Name of Bond Issue: Potter Drain Drainage District’s \$_____ Drain Bonds,
Series 2025

Date of Bonds _____, 2025

NOTICE IS HEREBY GIVEN that the City of Potterville’ fiscal year has changed. Previously, the City of Potterville’ fiscal year ended on _____. It now ends on _____.

CITY OF POTTERVILLE

By: _____
Name: _____
Its: _____

Dated: _____

EXHIBIT C**ANNUAL REPORT COVER SHEET**

This cover sheet and the attached Annual Report or portion thereof should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at <http://www.emma.msrb.org> pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(A) and (B).

Issuer's /Other Obligated Person's Name: City of Potterville

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which the attached Annual Report relates: _____

Number of pages of the attached Annual Report or portion thereof: _____

Name of Bond Issue to which the attached Annual Report relates: Potter Drain Drainage District's \$ _____ Drain Bonds, Series 2025

Date of such Bonds: 2025

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____

Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: _____

Exhibit C

EXHIBIT D**EVENT NOTICE COVER SHEET**

This cover sheet and the attached Event Notice should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at <http://www.emma.msrb.org> pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Pottersville

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which the attached Event Notice relates: _____

Number of pages of the attached Event Notice: _____

Description of the attached Event Notice (Check One):

- | | | |
|-----|-------|--|
| 1. | _____ | Principal and interest payment delinquencies |
| 2. | _____ | Non-Payment related defaults |
| 3. | _____ | Unscheduled draws on debt service reserves reflecting financial difficulties |
| 4. | _____ | Unscheduled draws on credit enhancements reflecting financial difficulties |
| 5. | _____ | Substitution of credit or liquidity providers, or their failure to perform |
| 6. | _____ | Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security |
| 7. | _____ | Modifications to rights of securities holders |
| 8. | _____ | Bond calls |
| 9. | _____ | Defeasances |
| 10. | _____ | Release, substitution, or sale of property securing repayment of the securities |
| 11. | _____ | Rating changes |
| 12. | _____ | Tender offers |
| 13. | _____ | Bankruptcy, insolvency, receivership or similar event of an obligated person |
| 14. | _____ | The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms |
| 15. | _____ | Appointment of a successor or additional trustee, or the change of name of a trustee |
| 16. | _____ | Incurrence of a financial obligation of an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of an obligated person, any of which affect security holders, if material |
| 17. | _____ | Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of an obligated person, any of which reflect financial difficulties |
| 18. | _____ | Failure to provide annual financial information as required |
| 19. | _____ | Other material event notice (specify) _____ |

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: _____

Please format the Event Notice attached to this cover sheet in 10 point type or larger. Contact the MSRB at (202) 223-9503 with questions regarding this form or the dissemination of this notice.

CITY OF POTTERVILLE
(Eaton County, Michigan)

RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE OFFICIAL STATEMENT AND
CONTINUING DISCLOSURE CERTIFICATE FOR POTTER
DRAIN DRAINAGE DISTRICT BONDS**

Minutes of a meeting of the City Council of the City of Potterville, Eaton County, Michigan, held on _____, 2025, at _____ p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, the Potter Drain Drainage District, Eaton, County, Michigan (the “Drainage District”) intends to issue its drain bonds (the “Bonds”) for the purpose of paying the costs of constructing improvements to the Potter Drain (the “Project”); and

WHEREAS, the City of Potterville (the “City”) will be assessed a share of the cost of the Project; and

WHEREAS, in connection therewith the City has been asked to participate in the preparation of an official statement for the Bonds and enter into a continuing disclosure certificate for the Bonds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City is authorized to participate in the preparation of a preliminary and final official statement for the Bonds (the “Official Statement”).
2. The Continuing Disclosure Certificate (the “Disclosure Certificate”) is approved in substantially the form submitted herewith, with such changes and completions as are approved by the officer of the City signing the Disclosure Certificate, and the Mayor, City Manager, the Clerk, and the Treasurer or any one of them are hereby authorized and directed to approve and sign the Disclosure Certificate and the Official Statement and to sign any other documents or certificates that are necessary for the issuance of the Bonds.

3. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Becky Dolman, Clerk

CERTIFICATION

I, Becky Dolman, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Pottersville at a regular meeting held on _____ 2025, and that public notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended, including, in the case of a special meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Date: _____, 2025

Becky Dolman, Clerk