The Regular Meeting of the City Commission was duly called and held on Monday, October 7, 2013, in the City Commission Room of City Hall. Mayor DesJardins called the Regular Meeting to order at 6:00 p.m.

PRESENT: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins

ABSENT: Commissioners: Daniels and Cotey

B. PUBLIC COMMENTS (non-agenda items)

John Hermann inquired about the guard rail and the ditch on Westshore Drive. Acting City Manager Roberts will contact the Department of Public Works Crew Leader to see where this is on their schedule and report back to Mr. Hermann.

C. OLD CITY BUSINESS


Gary Bovan stated that the Classic Car event was a great success and thanked the Department of Public Works and the City for all their help.
Moved by Commissioner Bornslaeger to approve use of the Bayshore Park for the third Saturday in September 2014 and sponsor the event upon submission of the required application. Support by Commissioner Nettleton.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

2. Coleman Engineering Updates on Safe Routes to Schools and H-58

The Representative from Coleman Engineering did not come to the meeting. Acting City Manager Roberts stated that on Bay St. and Lake St. the new configuration makes it necessary for the City to put four extension curb boxes in that area; Sean Cornish ordered what is needed; delivery time is too long; he contacted the City of Marquette and they are willing to let us use theirs; delivery will go right to the City of Marquette to replace the borrowed materials.

3. Mountain Bike Trail Update

The Representative for the Mountain Bike Trail did not come to the meeting.

4. Committee Reports – Updates

There were none.

D. NEW CITY BUSINESS

1. Alger Parks & Recreation Department Inc. One Year Partner Contract

Moved by Commissioner Nettleton to approve the one year contract with Alger Parks & Recreation Department Inc. Support by Commissioner Bornslaeger.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

2. WWTP Influent Sampler Replacement Quotes/Award

Moved by Commissioner Nettleton to accept and place on file the quotes received for the Influent Sampler. Support by Commissioner Bornslaeger.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

Quotes received: Manning Environmental Inc. $2,831.00 and $4,501.00, William/Reid Ltd, LLC $3,495.00, Mulcahy Shaw Water $4,872.80 and Earth Tech $7,190.00.

Moved by Commissioner Bornslaeger to award the purchase of the influent sampler to Manning Environmental Inc. in the amount of $2,831.00. Support by Commissioner Nettleton.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

3. Business Associate Agreement with Northstar Employee Assistance Program

Moved by Commissioner Nettleton to approve the Business Associate Agreement with Northstar Employee Assistance Program subject to the City Attorney’s approval of the agreement. Support by Commissioner Bornslaeger.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

4. Coleman Engineering Company Invoice for H-58 Project $1,799.75

Moved by Commissioner Bornslaeger to approve the Coleman Engineering Company invoice in the amount of $1,799.75 for the H-58 Project. Support by Commissioner Nettleton.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

5. Mead & Hunt Munising Phase 3 Sewer Project invoice $1,020.00
Moved by Commissioner Nettleton to approve the invoice from Mead & Hunt in the amount of $1,020.00 for the Munising Phase 3 Sewer Project. Support by Commissioner Bornslaeger.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

6. Mead & Hunt Munising Phase 3 Water Project invoice $828.00

Moved by Commissioner Bornslaeger to approve the invoice from Mead & Hunt in the amount of $828.00 for the Munising Phase 3 Water Project. Support by Commissioner Nettleton.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

7. Resolution for $430,000.00 Installment Purchase Agreement for Energy Conservation Improvements

Moved by Commissioner Bornslaeger to approve the Resolution for $430,000.00 Installment Purchase Agreement for Energy Conservation Improvements. Support by Commissioner Nettleton.

Approved: Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

RESOLUTION AUTHORIZING INSTALLMENT PURCHASE AGREEMENT

City of Munising
County of Alger, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Munising, County of Alger, State of Michigan, held on the 7th day of October, 2013 at 6:00 o’clock p.m., prevailing Eastern Time

PRESENT: Members: Bornslaeger, Nettleton and DesJardins

ABSENT: Members: Daniels and Cotey

The following preamble and resolution were offered by Member Bornslaeger and supported by Member Nettleton:

WHEREAS, the City Commission of the City of Munising, County of Alger, State of Michigan (the “City”), determines it necessary for the public health, safety and welfare of the City and its residents to acquire certain energy conservation improvements by installment contract or contracts in which the cost of the energy conservation improvements is paid from a portion of the savings which results from the energy conservation improvements; and

WHEREAS, pursuant to the provisions of Act 99, Public Acts of Michigan, 1933, as amended (“Act 99”), the City is authorized to enter into any contract or agreement for the acquisition by installment purchase of lands, property and equipment for public purposes, provided that the outstanding balance of all such purchases, exclusive of interest, by the City shall not exceed one and one quarter percent (1.25%) of the taxable value of the real and personal property of the City at the date of such contract or agreement; and

WHEREAS, the City has previously approved a proposal from Honeywell International, Inc., (“Honeywell”), whereby Honeywell agrees to sell to the City, and the City agrees to acquire, certain energy conservation improvements described more fully in the Honeywell Agreement between the City and Honeywell and in the Attachments thereto (the “Honeywell Agreement”) for the purchase price of $2,140,000; and

WHEREAS, the City desires to purchase a portion of the energy conservation improvements described in Attachment A to the Honeywell Agreement (the “Equipment”) in the amount of $430,000, on an installment basis, and has received a proposal from FirstMerit Public Finance, Inc. (the “FirstMerit”) with respect to the financing thereof; and

WHEREAS, the City desires to accept the proposal of FirstMerit to finance the cost of the Equipment; and
WHEREAS, a form of Installment Purchase Agreement (the “Agreement”) among the City, Honeywell and FirstMerit for the installment purchase of the Equipment has been prepared; and

WHEREAS, the total purchase price of the Equipment is $2,140,000 and the amount to be financed under the Agreement is $430,000 (the “Financed Portion”); and

WHEREAS, it is necessary to approve the Agreement and to authorize the Mayor, City Manager, City Treasurer and the City Clerk (the “Authorized Officers”) to execute the Agreement and certain other documentation relative thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Public Purpose. The City Commission hereby determines it to be necessary for the public health, safety and welfare of the City to acquire the energy conservation improvements as set forth in the preamble to this resolution.

2. Approval of Agreement. The Agreement is hereby approved substantially in the form on file with the Clerk with such changes and modifications which may be necessary or advisable to complete the purchase as contemplated therein and as approved by an Authorized Officer.

3. Agreement Terms. The Agreement shall provide for a Financed Portion of $430,000 and shall extend for a period of time not to exceed fifteen (15) years, payable in fourteen (14) annual principal installments on October 1st in the years 2015 to 2028, with interest thereon payable semiannually commencing April 1, 2014, at a rate of not to exceed four and four-tenths percent (4.40%).

4. Execution and Delivery of Agreement. The Authorized Officers are hereby authorized and directed to execute the Agreement and deliver it to Honeywell and FirstMerit, substantially in the form on file with the Clerk and with such additions, changes and modifications as shall be approved by an Authorized Officer.

5. Escrow Agreement. The Authorized Officers are hereby authorized and directed to negotiate, approve, execute and deliver an escrow agreement with FirstMerit, as escrow agent, to hold the proceeds from the Agreement and disburse the funds to Honeywell in accordance with the Honeywell Agreement.

6. Useful Life of Equipment. The useful life of the Equipment is hereby determined to be not less than fifteen (15) years.

7. Assignment of Agreement. The assignment of the Agreement by Honeywell to FirstMerit is hereby approved, and the Authorized Officers are hereby directed and authorized to execute and deliver an assignment of Honeywell’s rights under the Agreement to FirstMerit and such additional documentation as shall be necessary to effectuate the closing of the Agreement and the assignment thereof.

8. Security; Limited Tax Pledge. The City hereby agrees to include in its budget for each fiscal year, commencing with the 2013-14 fiscal year, a sum which will be sufficient to pay the principal of and interest on the Agreement coming due before the next fiscal year. The City further pledges to levy ad valorem taxes on all taxable property in the City each fiscal year in an amount necessary to pay the principal of and interest on the Agreement coming due before the next fiscal year, subject to applicable constitutional, statutory and charter tax rate limitations, and agrees to pay the obligation under the Agreement as a first budget obligation in each fiscal year of the City.

9. Tax Covenant. The City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreement from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreement and moneys deemed to be proceeds.

10. Qualified Tax-Exempt Obligation. The City hereby designates the Agreement as a “qualified tax-exempt obligation” for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code.
11. **Authorization for Adjustments.** The Mayor, City Treasurer and City Clerk are hereby authorized to adjust the final details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing are authorized to make determinations regarding the principal and interest payment dates, principal maturity, and redemption provisions. The final terms of the Agreement shall be evidenced through execution of the Agreement by the Mayor and City Clerk.

12. **Financial Advisor.** Hilliard Lyons is hereby approved as Financial Advisor to the City in connection with the Agreement.

13. **Bond Counsel.** The appointment of Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel to the City in connection with the Agreement is hereby confirmed notwithstanding Miller Canfield’s periodic representation in unrelated matters of FirstMerit.

14. **Statutory Authorization.** It is the City’s intent to take the foregoing actions in pursuance of the authority granted to the City by Act 99.

15. **Rescission.** All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

**AYES:** Commissioners: Bornslaeger, Nettleton and Mayor DesJardins

**NAYS:** None

RESOLUTION DECLARED ADOPTED.

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**FORM OF INSTALLMENT PURCHASE AGREEMENT**

**THIS AGREEMENT,** dated as of October 22, 2013 by and between the City of Munising, County of Alger, Michigan (the “City”), Honeywell International Inc., a Delaware corporation (the “Contractor”), and FirstMerit Bank, Suamico, Wisconsin, as assignee of the Contractor (the “Bank”), is as follows:

1. **Purchase Price, Title and Useful Life.** The City agrees to purchase and the Contractor agrees to sell, furnish and install certain energy conservation improvements as specified on the attached Attachment 1 (the "Equipment") for the purchase price of $2,140,000 (the "Purchase Price"), of which $430,000 (the "Financed Portion") is to be paid to the Contractor by the Bank on behalf of the City as provided herein. The City will repay to the Bank the Financed Portion over a term of fifteen (15) years in annual installment payments of principal as set forth on Exhibit A attached hereto.

   In addition, the City shall pay interest on the unpaid balance of the Financed Portion to the Bank as the assignee of this Agreement in accordance with Section 3 hereof, at a rate of interest of 4.40% per annum from the date funds are disbursed by the Bank as set forth in Section 3 hereof, computed on the basis of a 30 day month and a 360 day year.

   The City may prepay principal due under this Agreement, in whole or in part, at the option of the City, on any date, without a prepayment penalty, at par and accrued interest to the date fixed for of prepayment. The City shall provide the Bank with thirty (30) days notice prior to any optional prepayment.

2. **Title; Useful Life; Incorporation by Reference.** Title to the Equipment shall vest in the City in conformance with the provisions of the Honeywell Agreement (as defined below). The City agrees that the useful life of the Equipment is at least equal to or longer than the date of the final
October 7, 2013

payment hereunder. The "Honeywell Agreement" means that certain Agreement signed by the Contractor and the City on ________, 2013 for the installation of certain energy conservation improvements, together with all exhibits, schedules and attachments thereto, as it may be amended or modified from time to time.

As between the Contractor and the City, the Contractor and the City agree to all of the instructions, terms and conditions as outlined in the Honeywell Agreement respecting the use, installation, operation and maintenance of the Equipment.

3. Assignment to Bank. By executing this Agreement, the Contractor hereby irrevocably assigns its rights under Section 1 of this Agreement immediately to the Bank in consideration of a deposit by the Bank simultaneously with the execution of this Agreement in an amount equal to the Financed Portion to an escrow fund established for such purpose pursuant to Section 9 of this Agreement. The City hereby consents to the assignment of rights under this Agreement, and acknowledges that all obligations of the Contractor under this Agreement are not being assigned, and shall remain the sole responsibility of the Contractor and shall not be assignable.

With Respect to the Bank, the City hereby waives any defenses based upon warranty, failure or inability of the Contractor to perform its obligations under this Agreement or the Honeywell Agreement or the failure of the Equipment to perform its intended function. To the extent that funds are deposited into the acquisition fund by the Bank in accordance with this paragraph, the City’s obligation to the Bank is absolute and unconditional and shall remain in full force and effect until the amount deposited into the acquisition fund by the Bank as specified in this paragraph, together with interest thereon, shall have been paid by the City to the bank and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

(a) Any failure of title with respect to the Contractor’s interest in the Equipment specified herein or the invalidity, enforceability or termination of this Agreement;

(b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

(c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Contractor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;

(d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in a discharge of the Contractor from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(e) The default or failure of the Contractor fully to perform any of its obligations set forth in this Agreement.

(f) Any casualty or destruction of the Equipment.

The City shall make payments to the Bank when due and shall not withhold any such payments as a result of any disputes arising between the City and the Contractor or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Equipment being defective.

It is expressly agreed between the Contractor, the City and the Bank, by acceptance of the assignment of this Agreement, that the City shall make all payments of principal and interest under this Agreement required pursuant to Section 1 directly to the Bank.

4. No Violation of Agreements; Warranty. The Contractor represents and warrants that the assignment to the Bank pursuant to this Agreement does not violate any agreement, contract, or loan agreement to which it is a party and that the Agreement has been duly executed and delivered by the Contractor.
As between the Contractor and the City, the Contractor warrants its Equipment as set forth expressly in the Honeywell Agreement. Nothing herein shall be read to modify the warranty provisions of the Honeywell Agreement. The Contractor makes no representations or warranties except as expressly set forth in this Agreement or in the Honeywell Agreement. Any warranties with respect to the Equipment shall not be assigned, but shall remain enforceable by the City. Regardless of cause, the City will not assert any claim whatsoever against Honeywell for loss of anticipatory profits or any other indirect, special or consequential damages.

5. **Entire Agreement.** This Agreement and the documents expressly incorporated by reference herein constitute the entire agreement of the parties with respect to the financing of the Equipment. If any part of this Agreement is not enforceable, the rest of this Agreement may be enforced. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are hereby terminated, provided that nothing herein shall nullify or affect any portions of the Honeywell Agreement.

6. **Amendments.** Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffectual unless in writing, signed by all parties and the City agrees to secure the consent of the Bank to any such modifications, provided that the consent of the Contractor to the modification of any of the terms of payment by the City to the Bank shall not be required. Notwithstanding any other provision of this Contract, the City and the Contractor may amend or modify the Honeywell Agreement without the consent of, or notice to, the Bank or any other person.

7. **Security; Tax Covenant.** The City agrees, represents and warrants that the obligation of the City to pay principal and interest under this Agreement is a general obligation of the City. The City shall include in its budget and pay each year as a first budget obligation, until this Agreement is paid in full, such sum as may be necessary each year to make all payments hereunder, when due. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under this Agreement, subject to applicable constitutional, statutory and charter tax rate limitations. The City covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. The City designates the obligations under this Agreement as "qualified tax-exempt obligations" for purpose of deduction of interest expense by financial institutions.

8. **Legislative Authorization.** This agreement is made in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended.

9. **Disbursement of Funds; Escrow.** Pursuant to the provisions of Article 6 of the Attachment E to the Honeywell Agreement, the City and Honeywell have agreed to a payment schedule for the Work (the "Payment Schedule"). Prior to the disbursements of funds to Honeywell in accordance with the Payment Schedule, the City shall direct the Bank, or such other bank or trust company located in Michigan and qualified to act as escrow agent, to establish or cause to be established a separate escrow fund for purpose of depositing therein all of the Financed Portion under this Agreement to be held until needed for disbursement to Honeywell in accordance with the Payment Schedule. Moneys in the escrow fund may be invested at the written direction of the City in investments permitted by Michigan law governing the investment of municipal general funds and investment earnings on the escrow fund shall accrue to the City. The moneys in the escrow fund shall only be used to make periodic payments to Honeywell for the Equipment in accordance with written instructions of the City. The City will direct and cause the escrow agent to disburse the funds in the escrow fund to Honeywell in accordance with and as required by the Honeywell Agreement.

10. **Certification Regarding Iran Linked Business.** The Bank certifies that it is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517 of the Public Acts of Michigan of 2012.

11. **Governing Law.** This Agreement shall be construed in all respect in accordance with the laws of the State of Michigan.

12. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
13. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and permitted assigns of the parties hereto.

14. Counterparts. This Agreement may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Agreement shall have the full force and effect of an original document.

15. Effective Date. This Agreement shall be effective immediately upon execution by the parties hereto.

Honeywell International Inc.
As Contractor

By: __________________________
Its: __________________________

City of Munising

By: __________________________
Its: Mayor, Rod DesJardins

By: __________________________
Its: Clerk, Sue Roberts

FirstMerit Bank

By: __________________________
Its: __________________________

EXHIBIT A

MATURITY SCHEDULE

Delivery Date: October 22, 2013
Principal Amount: $430,000
Interest Rate: 4.40%
Interest Payments: Semiannually on April 1 and October 1, Commencing April 1, 2014
Principal Payments: October 1, 2015 to October 1, 2028

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Prepayment: The unpaid principal may be prepaid, in whole or in part, at the option of the City, on any date, without a prepayment penalty, at par and accrued interest to the date of prepayment.

ATTACHMENT 1

EQUIPMENT

A PORTION OF THE ENERGY CONSERVATION IMPROVEMENTS DESCRIBED IN Attachment A to the Honeywell Agreement in the amount of $430,000.

8. Approve City Commission Meeting Minutes of 9-16-13

Moved by Commissioner Bornslaeger to approve the City Commission Meeting Minutes of 9-16-13 as submitted. Support by Commissioner Nettleton.
Approved:  Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

9. Check Register – List of Bills

Moved by Commissioner Nettleton to approve and pay the Check Register/List of Bills as submitted. Support by Commissioner Bornslaeger.

Approved:  Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

10. City Manager Report

Acting City Manager Roberts informed the Commission of the pending software installment planned for October 18th with DS Tech and Badger Meters in preparation of the new water meter system. Next, she stated that the dredging had started and we received the DEQ permit for dewatering on Neenah Paper’s property.

E. CORRESPONDENCE

There was none.

F. PUBLIC COMMENTS (non-agenda items)

Commissioner Nettleton stated that he had already had his new meter and readout installed and it went quickly and smoothly.

G. ADJOURNMENT

Moved by Commissioner Bornslaeger to adjourn the Regular Meeting of the City Commission. Support by Commissioner Nettleton.

Approved:  Yeas: Commissioners: Bornslaeger, Nettleton and Mayor DesJardins
Nays: None

The Regular Meeting of the City Commission adjourned at 6:20 p.m.

_____________________________________
Rod DesJardins, Mayor

_____________________________________
Sue Roberts, City Clerk

LIST OF BILLS

26943) AECOM TECHNICAL SERVICES 3685.00
26944) ALGER COUNTY ELECTRIC 684.00
26945) AM*SER SERVICES 50.00
26946) THOMAS ANDERSON 150.00
26947) AT&T MOBILITY 146.76
26948) BECKER ARENA PRODUCTS, INC. 873.00
26949) BLUE CROSS BLUE SHIELD OF MICHIGAN 2496.57
26950) BLUE CROSS BLUE SHIELD OF MICHIGAN 17500.02
26951) BLUE CROSS BLUE SHIELD OF MICHIGAN 1583.41
26952) CHARTER COMMUNICATIONS 71.62
26953) CITY OF MUNISING-WATER DEPARTMENT 2159.21
26954) COLEMAN ENGINEERING COMPANY 5388.25
26955) DENMAN'S HARDWARE 484.33
26956) DTE ENERGY 32.13
26957) FEMA-APG PROGRAM 678.94
26958) FREI CHEVROLET 22.25
26959) HI-WHITE ELECTRIC, INC. 65.56
26960) JENSEN BRIDGE & SUPPLY COMPANY 2198.14
26961) SCOTT KLUVER 330.54
26962) JASON K. LAUMANN 473.98
26963) MICHIGAN DEPARTMENT OF ENVIRONMENTAL 54.00
26964) NORTH CENTRAL LABORATORIES 1354.26
26965) OLSON TRAILER & BODY 919.04
26966) PETERSON PUBLISHING INC. 405.69
26967) QUILL CORPORATION 281.00
26968) SUPERIOR ELECTRIC INC. 270.00
26969) TRI-COUNTY SEPTIC 80.00
26970) UPPER PENINSULA POWER COMPANY 14152.92
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