

Regular Meeting of the City Commission
Monday, November 26, 2018
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Introduce new Records Professional Carie Bryant and Assistant Fire Chief Doug Lobsinger.

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

2. City Manager report on pending items.
3. Minutes of the Airport Advisory Board (October).
4. Correspondence received regarding proposed Citizen Advisory Board.

CONSENT CALENDAR: DESIGNATED (*) ITEMS

CITY COMMISSION MINUTES:

- * 5. Approval of the minutes of the regular meeting held November 12, 2018.
- * 6. Approval of the minutes of the closed sessions (2) held November 12, 2018.

PUBLIC HEARINGS:

STAFF RECOMMENDATIONS AND REPORTS:

- * 7. Bids and Quotations
 - a. Tree Trimming and Removal
 - b. Municipal Legal Services
 - c. Liquid Carbon Dioxide Chemical Purchase
- * 8. Consider resolution in support of Nottawa Township sewer project.
- * 9. Consider contract with Charter Township of Union for fire protection services.
- * 10. Consider contract with Middle Michigan Development Corporation (MMDC).
- 11. Consider establishment of a Citizens' Advisory Board.

ALL INTERESTED PERSONS MAY ATTEND AND PARTICIPATE. PERSONS WITH DISABILITIES WHO NEED ASSISTANCE TO PARTICIPATE MAY CALL THE HUMAN RESOURCES OFFICE AT 779-5313. A 48-HOUR ADVANCE NOTICE IS NECESSARY FOR ACCOMMODATION. HEARING IMPAIRED INDIVIDUALS MAY CONTACT THE CITY VIA THE MICHIGAN RELAY CENTER FOR SPEECH & HEARING IMPAIRED: 1-800-649-3777.

12. Consider approval of Downtown restructuring postponed from November 12, 2018.
 - a. Resolution in support of board restructuring
 - b. Resolution in support of funding and responsibilities restructuring
13. Consider approval of Memorandum of Agreement (MOA) with Saginaw Chippewa Indian Tribe regarding the former Mt. Pleasant Center property.
- * 14. Consider resolutions supporting amended rates, fees and charges.
 - a. Building Permits
 - b. Sign Permits
 - c. Appeals Board Filing
 - d. Zoning and Planning
 - e. DPW Permits
 - f. Downtown Parking
 - g. PEAK
 - h. Water Service
 - i. Water Demand
 - j. Refuse Bags and Tags
 - k. Residential Curbside Recycling Pick Up
15. Consider appointments to the various City boards and commissions as recommended by the Appointments Committee.
16. Consider closed session pursuant to subsection 8(a) of the Open Meetings Act to consider a periodic personnel evaluation.
- * 17. Approval of payrolls and warrants.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION: (Conference Room A-upstairs)

18. 2019 Operating Budget Discussion.

RECESS:

CLOSED SESSION: (Conference Room A-upstairs)

ADJOURNMENT:

COMMISSION LETTER #187-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018

FROM: NANCY RIDLEY, CITY MANAGER *Nes*

SUBJECT: CITY MANAGER REPORT ON PENDING ITEMS

This report on pending items reflects the current status.

1. Task Related Issues:

SHORT DESCRIPTION OF TOPIC	MEETING TOPIC WAS AGREED TO	REQUESTED DUE DATE	STATUS AS OF 11.20.18
Purchasing Policy Outline options for changes to bid approval limits and local preference language.	March 26	None	
Property Maintenance/Blight Ordinance Work with attorney to draft ordinance and obtain feedback on draft from neighborhood associations	February 26	None	Postponed to 2019
Potential Challenges/Barriers to Infill Development Review list created and recommend potential solutions to some the City can impact.	May 29	None	
Recreation Authority Manager/Mayor/Vice Mayor to discuss with County and Township at next intergovernmental meeting. Manager to obtain final report from Community Pool Group.	July 9	None	Waiting to discuss at Intergovernmental Liaison Meeting
Self Defense Research what type of courses are currently being offered to the community and what it might cost for the City police officers to offer such training	August 27	None	
Sidewalk Snow Removal Staff to provide information as outlined in motion to postpone on November 12	November 12	Spring 2019	

2. Scheduled Tentatively Work Session Topics

- ✓ November 26- Operating Budget (postponed from November 12)
Closed session for City Manager evaluation
- ✓ December 10- Hopefully last meeting of the year

3. To come back to City Commission

- MOA for Mt. Pleasant Center-on this agenda
- Airport potential partners and potential agreement
- ~~Plans necessary for Redevelopment Ready Community Certification (marketing plan)~~ no City Commission action needed
- Property standards/blight draft ordinance-Postponed to 2019
- Barriers to infill development-potential solutions-included in tasks above
- Purchasing policy-included in tasks above

4. Items not likely to be addressed in 2018

- Rental Housing-additional inspections (mechanical, electrical and plumbing) for converted units
- Building inspection – coordination of inspections with County
- Dumpsters located in paved alleys
- Indian Pines south entrance
- Non-motorized plan-priority policies to focus on in 2018
- Potential ordinance change for single day trash pickup by neighborhood
- Effectiveness of storm water ordinance-(Note: Still working with partners county-wide on stormwater matters)
- Police statistics –desired outcomes and uses
- Rental Housing Inspections: frequency based on good inspections
- Sustainability goals
- Incentives/strategy for owner-occupied conversions
- Homeowner loan and emergency program-needs to be coordinated with above topic
- Mt. Pleasant Center preferred development
- Community Pool-Waiting to discuss at Intergovernmental Liaison meeting

Please note items that have changed since the last report are highlighted in yellow for easy reference.

City of Mt. Pleasant, Michigan
Airport Advisory Board
Thursday, October 11, 2018
Meeting Minutes

- I. Call to Order / Roll Call
The meeting was called to order at 5:32 p.m.
Present: Mark Drumheller, Glen Irwin, Patty Stangle-Krcmarik, and Cathy Tilmann
Sam Staples arrived after roll call.
City Staff Present: Airport Manager Bill Brickner
- II. Approval of Agenda
Motion by Stangle-Krcmarik, support by Tilmann to approve the agenda.
Motion passed unanimously
- III. Public Comment on Agenda Items
None
- IV. Approval of Meeting Minutes
Motion by Tilmann, support by Stangle-Krcmarik to approve the minutes of the September 13, 2018 meeting as written.
Motion passed unanimously
- V. Airport Manager's Report
Brickner discussed the manager's reports for August and September. Brickner reported the airport snow plowing bid was awarded to Pat McGuirk Excavating. Brickner also stated the PAPI's still have not been approved yet due to the weather.
- VI. Old Business
Brickner reported the water softener has been fixed and the drywall replaced. Painting should be completed next week.
- VII. New Business
None
- VIII. Announcements on Airport Related Issues and Concerns
The Wings and Wheels event had approximately 275 cars, 40 planes, and 800 people in attendance.
- IX. Adjournment
Motion by Drumheller, support by Tilmann, to adjourn the meeting.
Motion passed unanimously
Meeting adjourned at 5:44 p.m.

Subject: FW: Citizen Advisory Board

From: Anne Heidemann <aeheidemann@gmail.com>

Sent: Wednesday, November 14, 2018 8:54 PM

To: Lalonde, Kristin

Subject: Citizen Advisory Board

Dear Commissioner LaLonde,

I am writing today to express my support for the creation of a Citizen Advisory Board for public safety. I believe that this is a great idea and strongly hope that the City Commission will approve it.

Thank you,

Anne Heidemann

621 East Andre Avenue, Mount Pleasant

Minutes of the regular meeting of the City Commission held Monday, November 12, 2018, at 7:00 p.m., in the City Commission Room.

Mayor Lents called the meeting to order and the Pledge of Allegiance was recited.

Commissioners Present: Mayor Lents and Vice Mayor Madaj; Commissioners Gillis, Joseph, Kulick, LaLonde and Ling

Commissioners Absent: None

Others Present: City Manager Ridley, City Clerk Howard and City Attorney Wood

Proclamations and Presentations

Pete Lorenz, Lorenz Surveying and Engineering and Joe White, Wolverine Engineering and Kory Mindel, Nottawa Township supervisor, gave a presentation on the status of the Nottawa Township Sewer project.

Public Input on Agenda Items

Robert Newby, 816 Beech St.; April Burke, 1018 Sweeny St.; Joyce Hendricks, 1005 Glenn Ave.; Sterling Johnson, 622 S. Arnold; Australyah Coleman, President of NAACP at CMU, 4750 E. Bluegrass Rd.; and Jim Moreno, 316 S. Arnold, spoke in favor of the establishment of a Citizen Advisory Board.

Receipt of Petitions and Communications

Received the following petitions and communications:

1. City Manager report on pending items.
2. Traffic Control Committee Minutes. (June and August)
3. Parks and Recreation Commission Minutes. (September)
4. Zoning Board of Appeals Minutes. (September)
5. Airport Advisory Board Minutes. (September)
6. Tax Increment Finance Authority/Principal Shopping District Board Minutes. (September)
7. Planning Commission Minutes. (September)
8. Resignation of Kash Dhanapal from the Local Development Finance Authority.
9. Resignation of Mickey Claus-Egger from the Cultural and Recreational Commission.
10. Communication received from the Mt. Pleasant Area Diversity Group regarding the establishment of a Citizen Advisory Board.

11. Letters received at the dais from Laura Cochrane, PhD, Professor of Anthropology, CMU; Eric Chercover, 318 E. Cherry St.; Sarah Grandstaff, 706 Garwood; and Kelly Lawson, 5236 Bridle Ln, regarding the establishment of a Citizen Advisory Board.

Moved by Commissioner Joseph and supported by Commissioner LaLonde to bring the matter of establishing a Citizen Advisory Board to the next City Commission meeting for discussion.

AYES: Commissioners Gillis, Joseph, LaLonde, Lents, Ling and Madaj

NAYS: Commissioner Kulick

ABSENT: None

Motion carried.

Moved by Commissioner Kulick and supported by Commissioner Joseph to approve the following items on the Consent Calendar:

1. Minutes of the special meeting of the City Commission and CMU Student Government Association held October 29, 2018.
2. Bids for 2019 Water Treatment Plant treatment (bulk) chemicals as follows:

Anionic Polymer	Polydyne, Inc.	\$1800.00/ton
Caustic Soda	Univar USA, Inc.	\$ 717.00/ton
Ferric Chloride	PVS Technologies, Inc.	\$ 542.00/ton
Lime	Carmeuse Lime, Inc.	\$ 145.80/ton
Liquid Polyphosphate	Shannon Chemical Corp.	\$ 7.34/gal
Sodium Fluoride	Haviland Products Co.	\$2675.00/ton
Sodium Hypochlorite	JCI Jones Chemicals, Inc.	\$ 0.97/gal
3. Accept the Principal Shopping District Board (PSD) recommendation to utilize the Parks and Public Spaces Department for the downtown grounds care and flower basket watering.
4. Purchase of an unmarked 2018-19 Chevrolet Tahoe to be used by the Youth Services Officer from Berger Chevrolet of Grand Rapids, Michigan, in the amount of \$36,602.
5. Authorize Finance Director Mary Ann Kornexl to sign a contract with Tokio Marine HCC for health insurance stop loss coverage at the rate of \$44.59 per month for single coverage and \$115.34 per month for family coverage with a \$150,000 deductible.
6. Warrants dated October 16, 17, 25, 29 and 30 and November 5 and 7, 2018 and Payrolls dated October 19 and November 2, 2018 all totaling \$1,720,050.40.

Motion unanimously adopted.

A public hearing was held on proposed 2019 Annual Operating Budget. There being no public comments or communications, the Mayor closed the public hearing. No action required by the Commission at this time.

Moved by Commissioner Ling and supported by Commissioner Joseph to postpone action on changes to Section 98.37 of the City Code until after the presentation of the proposed 5 year Capital Improvement Plan in the Spring of 2019 and that a written report be included with the Capital Improvement Plan that includes at least the following information:

1. Any legal or practical considerations of adding all multi-family dwellings, including rooming and boarding houses to the current snow removal ordinance that mandates sidewalk snow removal for commercial and industrial properties.
2. The financial and practical implications of expanding the current snow removal service that covers approximately 15 miles of City sidewalks back to 25 miles within 3 years and then adds 5 miles a year after that with the goal of eventually covering all or most of the sidewalk in residential areas.
3. An analysis of potential funding sources for either in-house or contracted snow removal that would consider among other options:
 - a. Suspending some or all new sidewalk construction for a period of time in order to cover the costs of purchasing new high efficiency snow removal equipment.
 - b. Consolidating the capital improvement expenditures currently used for new sidewalks, maintenance of sidewalks and pedestrian lighting into a new “walkability” fund and include sidewalk snow removal as a part of that fund.
 - c. Explore other options for funding that might include designating a certain portion of the capital improvement millage each year toward walkability, adding a small fee to the water bill to cover sidewalk snow removal, designating any increased revenue from the local portion of the new medical marijuana tax to walkability, using part of the general fund/economic development fund for equipment purchase, an increase in the millage rate or other possible sources of revenue.
4. A summary of potential resources available to property owners who would need assistance in shoveling sidewalks if an ordinance requiring snow removal is adopted and a recommendation on how the City could assist in matching those resources with property owners in need. This might involve providing incentives to neighborhoods or individuals who could assist others in snow removal.

Moved by Commissioner Kulick and supported by Commissioner Joseph to amend the original motion to add:

5. City would only plow sidewalks on streets with speeds more than 25 miles per hour.

AYES: Commissioners Joseph, Kulick, Ling and Madaj
NAYS: Commissioners Gillis, LaLonde and Lents
ABSENT: None

Motion carried.

Moved by Commissioner Gillis and supported by Commissioner Joseph to amend the original motion as amended by having only two options:

1. Option for the City to do the sidewalk snow removal; and
2. Option for City residents to do sidewalk snow removal.

AYES: Commissioner Gillis
NAYS: Commissioners Joseph, Kulick, LaLonde, Lents, Ling and Madaj
ABSENT: None

Motion failed.

The Commission considered the original motion to postpone as amended.

AYES: Commissioners Gillis, Joseph, LaLonde, Ling and Madaj
NAYS: Commissioners Kulick and Lents
ABSENT: None

Motion carried.

Moved by Commissioner Kulick and supported by Commissioner Gillis to approve the recommendation from the LOCC to increase the pay for both the City Commissioners and Mayor effective January 1, 2019. The City Commission compensation would increase from \$1,000 to \$1,500 per year and the Mayor's compensation would increase from \$1,250 to \$2,000 per year. Motion unanimously adopted.

Moved by Vice Mayor Madaj and supported by Commissioner LaLonde to sell the GumBuster machine and place funds from the sale into the Principal Shopping District fund.

AYES: Commissioners Gillis, Joseph, LaLonde, Lents, Ling and Madaj
NAYS: Commissioner Kulick
ABSENT: None

Motion carried.

Moved by Commissioner Kulick and supported by Vice Mayor Madaj to approve resolutions for downtown restructuring as presented.

Moved by Commissioner Gillis and supported by Commissioner Joseph to postpone action on downtown restructuring until the next City Commission meeting on November 26, 2018.

AYES: Commissioners Gillis, Joseph, LaLonde and Ling

NAYS: Commissioners Kulick, Lents and Madaj

ABSENT: None

Motion carried.

Moved by Commissioner Kulick and supported by Commissioner Joseph to approve a \$5,000 contribution as a local match toward the Phase II Economic Impact Study for the Ann Arbor to Traverse City passenger rail service from the Economic Initiatives Fund. Motion unanimously adopted.

Moved by Commissioner Kulick and supported by Vice Mayor Madaj to approve closed session pursuant to subsection 8(e) of the Open Meetings Act to consult with attorney regarding litigation strategy and settlement negotiations in connection with the case of Western Islands, LLC v. City of Mt. Pleasant, Case No. 18-14862-NZ, pending in the Circuit Court for Isabella County, State of Michigan.

AYES: Commissioners Gillis, Joseph, Kulick, LaLonde, Lents, Ling and Madaj

NAYS: None

ABSENT: None

Motion unanimously adopted.

Moved by Commissioner Kulick and supported by Vice Mayor Madaj to approve closed session pursuant to subsection 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute.

AYES: Commissioners Gillis, Joseph, Kulick, LaLonde, Lents, Ling and Madaj

NAYS: None

ABSENT: None

Motion unanimously adopted.

Announcements on City-Related Issues and New Business

Commissioner Kulick reminded residents of the fall leaf pickup schedule:

Week of October 22 - rake leaves into low piles;

Week of October 29 - City-wide sweep;

Week of November 5 - rake leaves into low piles;

Week of November 12 - City-wide sweep;

Week of November 19 - rake leaves into low piles; and
Week of November 26 - FINAL City-wide sweep.

Commissioner Joseph announced that the City branding reveal is happening on Tuesday, November 13th at Art Reach.

Commissioner Gillis asked if laptop replacement insurance is available. She commented that she is disappointed that MMMFLA business in Industrial Park South has withdrawn its purchase agreement and wondered why. She also commented that she would like to see the City leave Maple Street as it is and not narrow it due to its historic prominence.

Public Comment on Agenda and Non-Agenda Items

Doug Collins, Winchester Towers, spoke regarding questions on sidewalk snow removal and train service between Ann Arbor and Traverse City.

Jim Moreno, 316 S. Arnold, would like to see the downtown restructuring plan happen and would like to see the City bring back the City Police Academy.

The Commission recessed at 8:46 p.m. and went into a closed session at 8:56 p.m. Closed session ended at 9:02 p.m. A separate set of minutes was taken for the closed session.

The Commission went into a second closed session at 9:03 p.m. The closed session ended at 9:47 p.m. A separate set of minutes was taken for the closed session.

The Commission recessed at 9:47 p.m. and reconvened at 9:49 p.m.

Staff Recommendations and Reports

Moved by Commissioner Kulick and supported by Commissioner Joseph to accept advice of counsel regarding settlement negotiations in the case of Western Islands, LLC v. City of Mt. Pleasant. Motion unanimously adopted.

WORK SESSION

1) 2019 Operating Budget

The work session was postponed until a future meeting.


2) Establishment of a Citizen Advisory Board

Discussion ensued.

Mayor Lents adjourned the meeting at 10:10 p.m. without objection.

Allison Lents, Mayor

Jeremy Howard, City Clerk

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: BIDS AND QUOTATIONS

a. Tree Trimming and Removal

Recently the Street Department sent out bid requests to area tree trimming companies for the 2019 street trees trimming and removal project. Of the three bids received, the lowest bidder was F & K's Tree Service of Mt. Pleasant. It is recommended the City Commission approve the contract with the lowest bidder, F & K's Tree Service, for the trimming and removal of street trees.

Recommended Motion:

Move to authorize the award of contract to F & K's Tree Service for the 2019 tree trimming and removal project in an amount not-to-exceed \$41,000.

b. Municipal Legal Services

Earlier this year the City Commission requested that requests for qualifications (RFQ) for both general counsel and prosecutorial services be developed and sent out. The RFQ was sent to 15 firms who were listed in the Michigan Municipal League Business Alliance Program or on the Michigan Association of Municipal Attorneys Patron Program, nine local firms, published in the Morning Sun and the document was posted on the City's website.

Five responses to the RFQ were received and were reviewed by the committee appointed by the Mayor. The committee was comprised of Mayor Lents, Commissioners Ling and Kulick, City Clerk Jeremy Howard, Public Safety Director Paul Lauria and myself.

The following firms submitted responses:

Dickinson Wright PLLC, Grand Rapids, MI

Foster Swift Collins & Smith PC, Grand Rapids, MI

Johnson Rosati Schultz Joppich PC, Lansing, MI

Martineau, Hackett, O'Neil and Klaus PLLC, Mt. Pleasant, MI

Matthew Romashko, Mt. Pleasant, MI

Two of the firms submitted responses for both general counsel and prosecution. Two firms submitted responses for general counsel only and one firm submitted a response for only prosecution.

The committee reviewed the proposals, interviewed each of the firms and conducted follow-up reference checking. Based on that process the committee is recommending the City Commission accept the proposal of Martineau, Hackett, O'Neil and Klaus for prosecutorial services and Foster Swift Collins & Smith for general counsel services.

Each firm will provide the services as outlined in the attached RFQ. Please that note that the RFQ indicated an intent to utilize the selected firm for the next five years. The City Commission retains the right to terminate the relationship upon a majority vote of the City Commission as outlined in the Charter.

Prosecutorial Services

The prosecutorial services agreement with Martineau, Hackett, O'Neil and Klaus would be for \$7,193 per month and would include a provision for a 2% increase each subsequent year they remain the City's prosecutor. We are recommending this agreement be reviewed at the end of one year due to all of the upcoming changes related to prosecutorial work.

The recommendation for the agreement with Martineau, Hackett, O'Neil and Klaus is based on the following primary reasons:

- Firm is locally based and can provide immediate access to City police officers, code enforcement officers, staff, court officers and defendants.
- Firm has a substantial and excellent history in municipal prosecution.
- Firm is committed to continue to use the Diversion Program to assist offenders with first time offences while benefiting our community.

General Counsel

The general counsel services agreement with Foster Swift Collins & Smith would provide for a per hour amount for all work done. This arrangement is quite different from what the City has used for all prior general counsel services but Foster Swift Collins & Smith feels this type of billing arrangement works best for their clients.

The hourly rates will be \$195 per hour for general work, \$225 per hour for civil cases and specialty law such as bond or environmental would be in the range of \$225-250 per hour. The firm does not charge for any travel time or mileage fees. It is recommended the City Commission approve these hourly rates and toward the end of 2019 an evaluation can be done as to whether a retainer arrangement would be mutually beneficial to the City and the firm.

The recommendation for the agreement with Foster Swift Collins & Smith is based on the following general reasons:

- The law firm is focused on municipal services with 100 plus attorneys and 12 members specifically in the municipal practice group.
- The firm provides a single contact attorney with sufficient backup named and already in place.
- The firm has numerous municipal clients in various cities that spoke highly of the services provided during the reference checking.
- The committee was very comfortable with the lead attorney Michael Homier.

It is recommended the City Commission approve the recommendations of the committee to appoint Martineau, Hackett, O'Neil and Klaus as the prosecutorial firm and Foster Swift Collins & Smith as the general counsel firm for the prices quoted in their respective proposals.

Recommended Motion:

Move to approve the appointment of Martineau, Hackett, O'Neil and Klaus for prosecutorial services and Foster Swift Collins & Smith for general counsel services as presented.

c. Liquid Carbon Dioxide

As the attached memo from DPW Director John Zang indicates, no bids were received for the liquid carbon dioxide that is necessary for the water treatment process. The only vendor available to us will sell the chemical at the current market price as we need it. Based on our previous volumes, it is expected that the total purchase amount in 2019 are likely to exceed \$10,000. Therefore, we are recommending the City Commission approve a sole source purchase from USA Airgas for 2019.

Recommended Motion:

Move to approve a sole source purchase with USA Airgas for liquid carbon dioxide at the market rate.

NJR/ap



THE CITY OF MT. PLEASANT, MICHIGAN

CITY HALL
320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY
804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS
1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

To: Nancy Ridley, City Manager

November 14, 2018

From: John Zang, DPW Director

Subject: 2019 Tree Trimming and Removal Bid

Purchase\Contract Recommendation Summary

Request:

The City Commission is requested to award the contract for the 2019 Tree Trimming and Removal Bid to F & K's Tree Service, of Mt. Pleasant, for a not-to-exceed contract amount of \$41,000.

Reason for Purchase:

Each year the City contracts with a private firm for tree trimming and removal services for street trees. These services include routine trimming and removals, stump removal, and, when necessary, emergency tree removal services.

Bid requests were sent to tree trimming companies in the Mt. Pleasant and the surrounding area. On November 13, 2018, the following bids were received.

		F & K's Tree Service Mt. Pleasant, MI			Wonsey Tree Service Alma, MI		CHOP Grand Rapids, MI	
ITEM	EST QTY	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
Tree								
Removal	160	HR	\$105.00	\$16,800.00	\$120.00	\$19,200.00	\$330.00	\$52,800.00
Chipping	160	HR	\$124.00	\$19,840.00	\$120.00	\$19,200.00	\$330.00	\$52,800.00
Stump								
Removal	60	EA	\$ 75.00	\$4,500.00	\$ 60.00	\$3,600.00	\$125.00	\$7,500.00
Emergency								
Work		HR	\$140.00		\$130.00		\$430.00	
TOTAL				\$41,140.00		\$42,000.00		\$113,100.00

Vendor Name and Address:

F & K's Tree Service
3989 S. Shepherd Rd.
Mt. Pleasant, MI 48858

Reason for Selection:

Lowest Responsive Bidder

F & K's Tree Service is the low bidder. The City has contracted with F & K's Tree Service in 2017 and 2018. They have proven to be a knowledgeable and experienced company. An estimated quantity of 160 hours of work was included in the bid specifications for bidding purposes only.

Recommendation:

I recommend the Commission award the contract for the 2019 Tree Trimming and Removal bid to F & K's Tree Service in the not-to-exceed contract amount of \$41,000. Funds for this work have been included in the 2019 Major and Local Streets Operating Budgets.

Request for Qualifications Legal Services
City of Mount Pleasant, Michigan

Overview

The City of Mount Pleasant is requesting proposals from law firms to be designated as the City Attorney or City Attorneys to provide legal services. The City Attorney is appointed by the City Commission. The City Attorney also serves as an advisor to all department heads of the City in relation to their respective duties. See Appendix A for a listing of expected services. Firms may provide proposals on general counsel service, prosecution services, or both.

The City has utilized a firm for the last ten years to provide general counsel and another firm has provided City prosecution services. Specialized attorneys have been used for labor issues, bond and finance issues, bankruptcy, tax tribunal appeals, and some civil lawsuits. The City Commission is committed to the concept that it is prudent to review options and pricing on periodic basis.

The City Commission will enter into a contract with a firm or firms and one member of the firm(s) shall be designated as the City Attorney. If separate firms are selected, one attorney from each firm shall be designated as City Attorney for the specific discipline. The individual designated as the City Attorney shall not be replaced without prior approval of the City.

The City will not be responsible for any costs incurred by any firm to respond to this request. Firms who wish to submit proposals must provide the information outlined in the enclosed Legal Services Qualifications and Pricing format (Appendix B) by September 25, 2018. Six copies of the response must be provided in a sealed envelope clearly marked "Legal Services Qualifications" by 1:30 p.m. on September 25, 2018 at which time the submittals will be publicly opened. Late proposals will not be accepted. Proposals should be submitted to:

Jeremy Howard
City Clerk
320 W. Broadway Street
Mt. Pleasant, MI 48858

The tentative timeline is:

<u>Task</u>	<u>Target Date</u>
RFQ's mailed and advertised	August 27, 2018
RFQ's due	September 25, 2018 1:30 p.m.
Review by Subcommittee	September 25 – October 5, 2018
Interviews with Subcommittee	(week of) October 15 or October 22
Reference calls	(week of) October 29
Negotiations/clarification on contract terms	(week of) November 5
Recommendation to City Commission	November 26, 2018
Work/Contract begins	January 1, 2019

The City may conduct inquiries and request additional information from firms as the City deems necessary to assist in the evaluation of any proposal. A subcommittee of three City Commissioners and staff will make a recommendation to the City Commission for the selected firm(s). The City expects an initial commitment for a term ending December 31, 2023 with options for renewal by both parties. Please note that the City Charter allows for the removal of the City Attorney at any time upon four (4) votes.

The City reserves the right to accept or reject any proposal submitted and/or negotiate terms with firms who submit proposals. The City reserves the right to select the firm or firms to contract with for legal services that best meets the needs of the City in the sole judgment of the City and the selection will be based on experience, qualifications and/or economic benefit to the City. The City reserves the right to negotiate revisions to the proposal prior to final acceptance by the City Commission.

The City reserves the right to select one firm to perform all of the duties or select separate firms to perform any number of the duties.

All questions must be in writing and should be directed to:

Nancy Ridley
City Manager
320 W. Broadway Street
Mt. Pleasant, MI
48858 manager@mt-pleasant.org

Answers to questions received by September 12, 2018 will be placed on the website as an addendum to the Request for Qualifications for all potential respondents to see.

Minimum Qualifications

The primary attorney assigned to work on City legal matters shall, at a minimum, possess the following:

1. A juris doctorate degree from an American Bar Association accredited college or university
2. A valid license to practice law within the state of Michigan
3. A minimum of five (5) years experience in municipal law and municipal legal issues, preferably with a City

Information about the City

The City operates under a Council-Manager form of government; City Commission has seven at large members elected for 3-year staggered terms with two seats up for election each year and three seats every third year; has a 2010 census of 26,016; is 7.9 square miles, and provides a full range of municipal services including airport, water and sewer. The general fund budget is \$12.7 million and the budget across all funds is \$29.8 million.

The northern portion of the City is on Tribal Reservation land and specific agreements with the Saginaw Chippewa Indian Tribe exist regarding law enforcement, taxation, zoning and land use, and local regulation. The City is surrounded by a Charter Township. The City is home to Central Michigan University, the county seat for Isabella County and a Michigan State

Police post.

The officers from the five law enforcement agencies are cross deputized and have a collaborative and strong working relationship. The City puts a high value on the positive collaborative relationships and partnerships with the County, Union Township, Saginaw Chippewa Indian Tribe, Central Michigan University, Mt. Pleasant Public Schools and numerous other entities and non-profits. The community has had much success with partnerships and intergovernmental agreements.

A new form based zoning code was approved in February 2018 and a comprehensive master plan process will be initiated in the fall 2018. The City is engaged in the State of Michigan's Redevelopment Ready Communities certification process. The City recently passed ordinances to opt-in-to allowing medical marihuana facilities, based on certain restrictions. The City holds approximately 300 acres of vacant land for economic development and will be pursuing planning, marketing and development of the area.

The City has 117 full time employees (both union and non-union), 16 paid on call fire fighters and numerous part-time/seasonal/temporary employees. Employees covered under collective bargaining agreements are represented by five (5) unions and comprise approximately 70% of the workforce.

The City has a Tax Increment Finance Authority with 2 separate districts, a Downtown Development Authority, a Local Development Finance Authority, Brownfield Redevelopment Authority, Economic Development Corporation, and a Principal Shopping District Board.

Appendix A

Scope of Services

The firm shall provide all administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff, legal research options; supplies and equipment. The City anticipates the proposals will identify a primary City Attorney who completes the general counsel matters and maintains the centralized responsibility for other assisting attorneys and support staff.

General Counsel

1. Draft or review all ordinances, agreements and contracts.
2. Participate in negotiations when requested.
3. Draft or review charter amendments.
4. Examine property abstracts and review title opinions on property being acquired by the City.
5. Prepare deeds and other contracts for sale and purchase of property.
6. Prepare formal opinions on the legal ramifications and implications of matters before the City Commission considering local, state, federal and tribal laws.
7. Provide general advice on the issuance of bonds or other municipal financing.
8. Provide legal advice on actions taken or contemplated.
9. Recommend legislation to the City Commission when appropriate or requested; provide advice on state legislation enacted which affects the City.
10. Attend City Commission meetings (at least once per month and special meetings as requested by the City Manager).
11. Prepare various legal documents required of the City.
12. Represent the City in administrative proceedings before State agencies.
13. Advise appropriate officials on policy affecting the enforcement of all City ordinances. Consult with City Manager and/or Department Heads and various boards and commissions on proposed or revised City policies, ordinances, or contracts.
14. Review and approve or reject complaints issued by appropriate City employees alleging ordinance violations.
15. Assist with investigation of complaints received under the City's Human Rights

Ordinance.

16. Meet or conduct a conference call at least two times per month with City Manager to review items referred to the City Attorney's office.
17. Provide monthly time records to the City Manager for work performed under the agreement and quarterly reports on pending litigation and items of interest.
18. Represent the City in all civil litigation by or against the City except for cases handled by the City's insurance carrier.

Prosecution Services

1. Represent the City as Prosecutor in the Court for the 76th judicial district for ordinance violations, municipal civil infractions, violations of the Uniform Traffic Code, and violations of the Michigan Motor Vehicle Code.
2. Represent the City as Prosecutor in all appeals of convictions.
3. Administer the City Diversion Program by drafting the necessary agreements, meeting with diversion applicants, overseeing applicants during the time of voluntary probation, and coordinating community service through Community Alternatives.
4. Recommend and possibly draft ordinance amendments based on cases prosecuted.
5. Provide monthly time records to the City Manager for work performed and statistics on the cases opened and pending.
6. Meet with the Public Safety Director and designated staff on at least a monthly basis to review cases, trends and strategy.

Please note: Preference may be given to firms who commit to a Mt. Pleasant office location for prosecutorial work due to the regular ongoing interactions with Public Safety personnel.

Other Specialty Services

Tax tribunal, labor, bankruptcy, and/or bond counsel services as needed may be considered during the RFQ process.

Estimated Workload

The City does not guarantee a set workload and/or billable hours. However, to provide assistance in the development of a proposal, the following estimates of prior workload is provided.

Prosecution – approximately 50-55 hours per month plus approximately 130 hours per month of administrative support. From 2015-2017, an average of 911 new cases were opened with approximately 273 diversion files opened.

General Counsel - approximately a minimum of 60 hours per month

Civil cases – varies. Over the last three years, two civil cases have been filed.

Appendix B

Legal Services Qualifications and Pricing

1. Firm Name
 - a. Areas of specialty
 - b. Years in business
2. Offices
 - a. Office location where the majority of the work will be performed
 - b. Name and address of parent firm if applicable
3. Personnel
 - a. Principal contact (name, phone number, email) of the firm
 - b. Proposed personnel for legal services to be provided for each discipline. Please provide the specific name of the individual who will handle each discipline (general and prosecution) and attach a current resume.
 - c. Other key personnel names who will be used for City business
 - d. Total number of licensed attorneys at office listed in 2a. above
 - e. Total number of all staff at office listed in 2a. above
4. Does firm have adequate staff to handle another municipal client or will staff need to be hired?
5. Experience - provide a short narrative (no more than 5 pages) detailing experience in municipal law including areas of expertise. Be sure to include any information on the items identified as specialty services in Appendix A as well.
6. List specific reasons (no more than 2 pages) your firm should be considered by the City of Mount Pleasant for legal representation.
7. List any experience of work involving a sovereign nation such as an Indian tribe and a state authorized public university.
8. Provide five (5) or more municipal references (preferably cities) from prior or current clients, including contact name and telephone number.
9. Disclosure of any clients or interests that may reasonably be foreseen to constitute a potential conflict of interest when representing the City (such as other local governments, developers, bidders, etc.)
10. Describe how your firm will handle the day to day activities (police work, court appearances, and attendance at meetings) of this contract. This is particularly important if you do not have a local Mount Pleasant office.
11. If bidding on multiple services, would your firm accept the contract if awarded only portions of the work?

12. Provide evidence of a comprehensive liability and workers compensation insurance policy for all staff assigned to work for the City.
13. Note any exceptions or deviations to the required scope of services outlined in Appendix A.
14. During the past five (5) years, has the firm had any Bar Association complaints filed against it? If so, please explain.
15. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?
16. Has the firm been terminated by any municipal client in the last five (5) years? If so, explain why.
17. Define the standard time frames for response by the City Attorney to inquiries from the City Commission, City Manager or Department Head.
18. Describe how your firm would familiarize yourself with the current issues facing the City of Mount Pleasant.
19. Pricing - note the City prefers a combination of monthly retainer with either per project pricing for known large projects or per hour charges (to the tenth of an hour) for larger projects, but will consider all pricing structures submitted.
 - a. Monthly retainer amount for general counsel*
 - b. Monthly retainer amount for prosecution work*
 - c. Hourly rate for civil cases filed
 - d. Hourly rate for any other specialty services your firm can provide
 - e. Listing of all expenses to be charged outside of above fees
 - f. Any yearly increases in cost over the five years.

*Please identify what type of work you would consider extra or specialized which would be billed in addition to the retainer and whether drive time is billed separately.



THE CITY OF MT. PLEASANT, MICHIGAN

CITY HALL
320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY
804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS
1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

To: Nancy Ridley, City Manager

November 6, 2018

From: John Zang, DPW Director

Subject: 2019 Water Treatment Plant Chemicals Bid

Purchase\Contract Recommendation Summary

Request:

The City Commission is requested to authorize staff to purchase liquid carbon dioxide (LCO₂) at market pricing recognizing the total purchase amount may exceed \$10,000 over the course of the year.


Reason for Purchase:

All treatment plant chemicals are sent out for bid annually with the exception for Sodium Hydroxide which is semiannually. No bids were received for LCO₂ for 2019. Current vendor (USA Airgas, LLC) price is \$0.0814 per pound or \$162.80 per ton. Pricing has remained relatively stable over the past few years, but the only vendor able to supply us with LCO₂ is unwilling to guarantee pricing via bidding. Staff will continue to bid LCO₂, with the other treatment chemicals, on an annual basis. Over the course of 2019, it is possible LCO₂ purchases may exceed the \$10,000 threshold required for City Commission approval. To be proactive and recognize the potential total purchases of the chemical during 2019, we are requesting sole source confirmation ahead of time.

Recommendation:

I recommend the City Commission authorize staff to purchase LCO₂ at market price.

COMMISSION LETTER #189-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER RESOLUTION IN SUPPORT OF NOTTAWA TOWNSHIP
SEWER PROJECT

During the November 12, 2018 City Commission meeting Pete Lorenz of Lorenz Surveying and Engineering, Joe White from Wolverine Engineering and Nottawa Township Supervisor Kory Mindel provided a presentation on the status of the Nottawa Township Sewer System. During that presentation it was indicated the Nottawa Township Board's preferred option for treatment of sewage is to enter into a long-term intergovernmental agreement with the City of Mt. Pleasant.

The design capacity of our wastewater treatment plant is 4.14 million gallons per day (MGD), our current average is approximately 2.2 MGD. The expected flow from this agreement would be .08 MGD so we have adequate capacity without limiting future City growth.

Nottawa Township has a deadline of December 1, 2018 to notify the Department of Environmental Quality (DEQ) of their preferred options for sewage collection and treatment before they can begin the full design. The Township has requested the City Commission provide some assurances regarding their interest in pursuing a long-term intergovernmental agreement. A resolution outlining those assurances is attached for your consideration.

Recommended motion:

Move to approve the resolution regarding pursuit of an intergovernmental agreement with Nottawa Township as drafted.

NJR/ap

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION IN SUPPORT OF PURSUING AN INTERGOVERNMENTAL
AGREEMENT WITH NOTTAWA TOWNSHIP FOR TREATMENT OF SEWAGE

WHEREAS, the Nottawa Township Board of Trustees hired Lorenz Surveying and Engineering to identify options for collection and treatment of sewage; and

WHEREAS, in the October 29, 2018 revised preliminary engineering report that was submitted to the Department of Environmental Quality (DEQ), three options for the collection of sewage and three options for the treatment were outlined; and

WHEREAS, the Nottawa Township Board at its meeting on November 5, 2018, selected their preferred options and the preferred option for treatment of the sewage was to construct a force main to the City of Mt. Pleasant Treatment Plant and pay the City for treatment; and


WHEREAS, the City's Wastewater Treatment Plant has sufficient capacity for the treatment of Nottawa Township's sewage.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Mt. Pleasant City Commission is committed to exploring a cooperative intergovernmental agreement with Nottawa Township to treat the sewage at the City of Mt. Pleasant Wastewater Treatment Plant;
2. The City of Mt. Pleasant is interested in this cooperative agreement for the following reasons;
 - Having a sewer collection system for populated areas along the Chippewa River, upstream of the City helps protect the Chippewa River, which is an important asset to the City.
 - Adequate capacity exists at the City's Wastewater Treatment Plant. Having more flow helps spread some of the fixed costs of treatment.
 - It makes sense to share existing infrastructure instead of spending tax payer dollars to build new redundant infrastructure.
 - It makes sense to be a good neighbor with our surrounding townships.
3. It is understood that the term of the intergovernmental agreement would likely be at least forty years and the contract cost to Nottawa Township would be set to ensure that the amount billed covers the full costs of treatment including maintenance and depreciation/replacement of the plant; and
4. The City Commission directs staff to work cooperatively with Nottawa Township and the attorneys to draft an agreement to be considered by the City Commission.

COMMISSION LETTER #190-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER CONTRACT WITH CHARTER TOWNSHIP OF UNION FOR FIRE PROTECTION SERVICES

The City and Union Township have had an agreement in place since the 1960's for fire protection services. The most recent agreement expires December 31, 2018. Staff representatives from both Union Township and the City met to review the agreement and are recommending the attached agreement for approval.

Changes from the current agreement include the following:

- More specifically identifying the City Fire Chief as also the Union Township Fire Chief and Fire Code Official for appropriate enforcement under the International Fire Code and includes appropriate language identifying the limits on liability in regard to that explicit acknowledgement.
- Updated language regarding the replacement of a fire truck since the truck currently owned by the township is being replaced this year.
- More specificity regarding the commercial construction review that is completed by the City's Fire Code Official.
- A reduction in the frequency of reports provided to Union Township.
- A commitment that if the City implements future false alarm fees, first responder fees or other such fees for service, the township will also consider such implementation.
- Updated annual payments

The dollar amounts for payment are based on a formula that looks at the percentage of runs and the percentage of commercial inspections for each entity. Those average percentages are then applied to the projected costs over the next five years.

The Union Township Board is expected to consider this agreement at their regular board meeting November 28, 2018. It is recommended the City Commission approve the agreement as presented as we believe this agreement to provide fire protection services serves both entities well.

Recommended motion:

Move to approve the five-year agreement with the Charter Township of Union for fire protection services as presented.

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, effective January 1, 2019 by and between the City of Mt. Pleasant, Michigan, a Municipal Corporation, hereinafter called the "**CITY**", and the Charter Township of Union, a Municipal Corporation, hereinafter called the "**TOWNSHIP**", both situated in Isabella County, Michigan.

WITNESSETH:

WHEREAS, **CITY** and **TOWNSHIP** have jointly provided for fire protection through an agreement expiring on December 31, 2018, with the City Fire Department providing fire protection and commercial inspection services as defined in Section 5 below to the **TOWNSHIP**, and it is mutually agreed by the parties that it is for their common interest that such service be continued to be rendered in the manner hereinafter set forth,

It is acknowledged that the Mt. Pleasant Fire Chief, by virtue of the Township's adoption of the International Fire Code, is the Charter Township of Union Fire Chief and has the powers of the Fire Chief as outlined in the International Fire Code. By virtue of the Township's adoption of Resolution _____ dated _____, the Charter Township of Union Fire Chief is also the Township's Fire Code Official.

It is further acknowledged and hereby agreed that the authority and scope of responsibility of the City of Mt. Pleasant Fire Chief and personnel of the Fire Department are limited. The authority and duties of the Fire Chief shall be limited to those set forth in the International Fire Code and any potential scope of liability shall be limited to the fullest extent permitted by law, including any limits set forth in the International Fire Code. Further, it is acknowledged that the duties described herein are being assigned to the Fire Chief in his official capacity as a government employee, as part of his job duties, such that it is intended that the Fire Chief and fire department personnel shall be entitled to governmental immunity when performing any of the duties or efforts described in the Agreement, as such duties are within the functions of government and are activities assigned for the purpose of public safety.

NOW, THEREFORE, it is mutually agreed as follows:

1. That upon a call from a location in the **TOWNSHIP**, one or more pieces of firefighting apparatus and an appropriate number of trained members of the Mt. Pleasant Fire Department shall respond to the scene of the **TOWNSHIP** fire or emergency.

2. If while fighting a fire in the **TOWNSHIP** the **CITY** receives a call to attend a fire within the city limits or township other than Union, or if while fighting a fire in the **CITY** or a township other than Union, an alarm comes in from the **TOWNSHIP**, the Chief of the City Fire Department shall have full authority in his discretion to respond to the second alarm or fire call with such fire apparatus and personnel as in his opinion may be spared therefore. The **CITY** guarantees that response will be made to every fire alarm or emergency in Union Township either by the Mt. Pleasant Fire Department or by a neighboring fire department with whom the **CITY** maintains a mutual aid agreement.

It is intended by this Agreement that the **CITY** and its personnel, including but not limited to the Fire Chief, fire department personnel/volunteers and the **CITY** itself, shall be entitled to the fullest extent of immunity from liability permitted by law, and it is further intended that in no event shall the **CITY** be liable to the **TOWNSHIP** or any other property owner in the **TOWNSHIP** for damages or loss to property for failure to furnish such fire protection services, nor does the **CITY** or its personnel undertake or agree to be liable for such.

3. The **TOWNSHIP** fire truck is being replaced in 2018. It is expected that a new truck with appropriate equipment replacement consistent with the new truck will be needed in approximately 2033 or at such time as mutually agreed to by the **TOWNSHIP** and the **CITY**, with fire apparatus of a design and specification mutually approved by both parties. The **TOWNSHIP** apparatus will be stored, housed, serviced, repaired, and maintained by the **CITY** without cost to the **TOWNSHIP**. Ownership shall be retained by the **TOWNSHIP**.
4. The **CITY** shall insure the **TOWNSHIP** apparatus in like manner with similar equipment owned by the **CITY** with insurance which shall be effective whenever said apparatus is being used or driven in the performance of duties of the City Fire Department.
5. The **CITY** will also provide fire review, inspections, and enforcement for new commercial construction projects. This review will consist of: site plan review; submittal of fire protection system plans for third party review and approval; rough in inspections for fire protection systems (sprinkler system inspections, hydrostatic test of the sprinkler system, fire alarms systems, kitchen hood suppressions systems,

etc.); witnessing of water flow tests; fire protection system portion of final building inspection; and Firefighter Right to Know inspections. As set forth above in the limitations on liability, which are incorporated herein, the parties agree that the **CITY** and its personnel shall be entitled to immunity from liability to the fullest extent permitted by law for conducting these governmental functions.

6. The **TOWNSHIP** shall pay the **CITY** annually for fire protection and new commercial construction review services. The amount is to be in accordance with the following amounts:

2019 \$731,400

2020 \$763,800

2021 \$796,300

2022 \$812,900

2023 \$830,100

One-quarter of the above amount shall be paid to the **CITY** before the first day of April, July, October, and January during the term of this Agreement.

Interest at the rate of 9 percent per annum shall be added to any payment not received by the **CITY** by the date due.

7. This Agreement shall remain in force until December 31, 2023, unless amended by mutual agreement, or as otherwise set forth herein. The parties may by mutual agreement extend this agreement for an additional five years. In the event of a mutual agreement to extend for five years, the parties will meet by April 2023 to agree upon the annual payment amounts.

Notwithstanding any other provision, either party hereto may terminate this Agreement at any time by giving the opposite party written notice of its intention to do so at least eighteen (18) months prior to the time such party intends such termination to become effective.

8. The **CITY** shall provide to the **TOWNSHIP** Manager its annual proposed and

subsequent adopted Fire budget at or prior to the time the proposed and subsequent adopted budget is delivered to City Commissioners for their review and any amended budgets throughout the year.

9. The **CITY** shall provide the **TOWNSHIP** Manager a monthly report via e-mail of all emergency runs in the **TOWNSHIP** and the number of staff responding to the emergency run. The **CITY** shall provide to the **TOWNSHIP** an annual report of the Mt. Pleasant Fire Department if requested by the **TOWNSHIP** Manager. If the **TOWNSHIP** should want additional detail including response activity and financial reports, it will be provided upon request.
10. If the **CITY** decides to implement false alarm fees, first responder fees, or other such fees for service during the term of the agreement, the **TOWNSHIP** will also consider implementation of such fees payable to the **CITY**.

DATED: _____, 2018

In the presence of:

CITY OF MT. PLEASANT

Witness

Allison Quast-Lents, Mayor

Witness

Jeremy Howard, City Clerk

DATED: _____, 2018

In the presence of:

CHARTER TOWNSHIP OF UNION


Witness

Ben Gunning, Supervisor

Witness

Lisa Cody, Clerk

COMMISSION LETTER #191-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER CONTRACT WITH MIDDLE MICHIGAN DEVELOPMENT CORPORATION (MMDC)

The attached memo from Community Services and Economic Development Director Bill Mrdeza includes the background on the contract between the City and Middle Michigan Development Corporation (MMDC).

As the City Commission is aware, MMDC has been providing more details in Exhibit A- Scope of Services to provide better information and updates throughout the year on the specific services provided under the contract.

The contract wording is the same as prior years and is a two-year contract. Exhibit A has been updated to reflect projected services for 2019. It is recommended the City Commission approve the contract as presented.

Recommended motion:

Move to approve a two year contract with MMDC as presented.

NJR/ap



MEMORANDUM

TO: Nancy Ridley, City Manager

FROM: William R. Mrdeza
Community Services and Economic Development Director *W.R.M.*

DATE: November 19, 2018

SUBJECT: MMDC Contract Renewal

Background

The current three year contract the City has with the Middle Michigan Development Corporation expires at the end of 2018. The organization provides economic development services to Clare and Isabella Counties and has been in operation for over thirty five years. The City, along with a number of other local economic development partners, has had a long standing relationship with MMDC to assist with the attraction and retention of businesses in the two county area, primarily focused on the manufacturing sector. Jim McBryde serves as the President and CEO; the City is a member of the MMDC Client Council which meets monthly.

This two year contract is similar to the previous three year contract between the MMDC and the City and includes an attachment of the deliverables associated with the proposed annual contract fee. The contract amount of \$22,500 has remained unchanged for the last thirteen years and allows for but does not require an annual adjustment by mutual agreement of both parties. Exhibit A of the contract details the proposed deliverables in the following four areas of focus:

- Business Retention and Growth
- Business Attraction
- Community Development Assistance
- Technical Assistance

Requested Action

Consider approving the attached two year contract with the Middle Michigan Development Corporation, including the deliverables outlined in Exhibit A, at an annual fee of \$22,500.



MIDDLE MICHIGAN DEVELOPMENT CORPORATION

Nancy Ridley
City Manager
City of Mt. Pleasant
320 West Broadway
Mt. Pleasant, MI 48858

Dear Ms. Ridley,

I am sending you the attached proposed contract renewal between the City of Mt. Pleasant and Middle Michigan Development Corporation (MMDC) and an updated Exhibit A, which highlights the services to be provided under the contract. As we have agreed, this contract covers two years of continued economic development service provided to the City of Mt. Pleasant by MMDC.

Over the last three years, our team at MMDC has been committed to ensuring that industrial and technology-based companies within the City limits have the resources they need to continue to grow and thrive. We also have pursued innovative new ways to expand our outreach at the state and national levels to attract new companies to the City of Mt. Pleasant as a premiere location for businesses to locate and for employees to live.

As always, we look forward to continuing our partnership and providing high-level economic development services and support for the City of Mt. Pleasant. Also with the recent appointments noted in Exhibit A, we will be serving as an advocate for the City on several key state-level boards and committees that will provide us with greater access to opportunities and initiatives that will be of benefit to the City of Mt. Pleasant.

Thank you in advance for your time and consideration.

Sincerely,

A handwritten signature in black ink, reading "James McBryde". The signature is fluid and cursive, with the first name "James" being more prominent than the last name "McBryde".

James McBryde
President and CEO
Middle Michigan Development Corporation
200 East Broadway
Mt. Pleasant, MI 48858

Contract for Economic Development Services

This agreement is made effective on the 1st day of January, 2019, by and between the City of Mt. Pleasant ("Client") and Middle Michigan Development Corporation (MMDC).

WHEREAS, MMDC was created as a collaborative effort among many local entities in 1981 with the expressed purpose of establishing a full-time, professional, fully-staffed economic development organization to represent the entire area with a single voice and point of contact to initiate and carry out economic development activity, typical and customary of the economic development industry, and

WHEREAS, MMDC has the necessary and appropriate personnel, facilities, and professional expertise to provide economic development services, and

WHEREAS, the Client intends to contract with MMDC to provide stated economic development services as outlined in the attached "Exhibit A",

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Client and MMDC do hereby agree as follows:

- I. Description of Services: MMDC shall provide to the Client comprehensive economic development services as defined in the attached "Exhibit A." in connection herewith, MMDC shall make quarterly reports to the Client's Board and shall provide an annual report along with a copy of its current strategic plan.
- II. Term. This contract shall be for a two (2) year period, which begins on the first day of January, 2019 and expires on the 31st day of December, 2020.
- III. Compensation. The Client shall pay MMDC one annual installments of \$22,500 due payable January 1 of the contract year. Additions to the client fee can be mutually agreed to by the Client and the MMDC on an annual basis.
- IV. Amendment to Contract. This contract may be amended only in writing and signed by both parties. However, Exhibits may be modified from time to time without need for contract amendment. Separate contracts may be negotiated to allow for added services as agreed by both parties.

V. Termination. Unless otherwise terminated by notice in advance of expiration this contract may be terminated by either party if the other party fails to meet obligations represented under this agreement made through no fault of the terminating party. No such termination shall be made unless notice is given by the terminating party not less than sixty (60) days after written notice of the intent to terminate and an opportunity to correct the default. In addition, the Client may terminate this agreement for legal or financial cause in its sole determination upon not less than Sixty (60) days written notice.

VI. Further Pronouncement. MMDC is a private, non-profit economic development corporation, acting as an independent contractor and is neither an agency nor an employee of the Client.

Witness

Allison Quast-Lents, Mayor
City of Mt. Pleasant

_____ Date

James McBryde, President/CEO
Middle Michigan Development

_____ Date

Exhibit A
Middle Michigan Development Corporation
Economic Development Services

Business Retention and Growth:

1. Coordinate regular comprehensive retention visits with industrial and technology-based companies located within the City of Mt. Pleasant along with appropriate City staff and with the Michigan Economic Development Corporation (MEDC) when necessary.
2. Assist companies with expansion projects within the city limits by providing assistance with incentives offered through the City of Mt. Pleasant, the state and other economic development entities.
3. Serve as the primary contact for state issues and incentives for the industrial and technological companies within the City of Mt. Pleasant.
4. Coordinate efforts between partner organizations and businesses to support growth. Partner organizations include, but are not limited to the following:
 - a. Michigan Economic Development Corporation (MEDC)
 - b. Central Michigan Manufacturing Association (CMMA)
 - c. Michigan Manufacturing Technical Center (MMTC)
 - d. Small Business Development Center (SBDC)
 - e. Central Michigan University Research Corporation (CMURC)
 - f. CMU's Isabella Bank Entrepreneurial Center
 - g. Region 5 Michigan Works!
 - h. Mt. Pleasant Area Chamber of Commerce
 - i. Mt. Pleasant Convention and Visitor's Bureau
5. Provide follow-up to ensure tracking and compliance with statutory obligations and commitments made by companies in exchange for state and local tax incentives.
6. Work with City staff to assist businesses with compliance to City ordinances and policies.
7. Assist in recruiting talent and coordinating internship opportunities as well as providing assistance in the areas of marketing, finance, research, and manufacturing technology to industrial and technology-based businesses throughout the City.
8. Serve as chair and principle convener of the Mt. Pleasant South Industrial Park Site Review Board.
9. Facilitate public-private partnerships when appropriate.
10. Maintain a database of retention activities conducted within the City of Mt. Pleasant and report quarterly on the following:
 - a. Overall Annual Investment
 - b. Company Grants Received
 - c. New Jobs Created
 - d. Company Assistance Statistics

Business Attraction:

1. Maintain an up-to-date property listings and site database on the MMDC real estate website in order to submit appropriate properties to site consultants and the MEDC when site proposals are requested.
2. Work with the MEDC to continue featuring the CMURC/Mt. Pleasant SmartZone as one of the state's Premiere Sites (www.michiganbusiness.org/site-selection).
3. Market the CMURC/Mt. Pleasant SmartZone through a variety of initiatives including but not limited to promotion on social media, press release development and creation and maintenance of relevant site consultant materials.
4. Employ best practices in marketing available land and buildings within the City to include but not be limited to the following:
 - a. On the MMDC website
 - b. On the MEDC Premier Sites webpage
 - c. On the Great Lakes Bay Region website
 - d. At various site selector events
5. Maintain strong relationships with local and state-wide developers to encourage development of projects in the City of Mt. Pleasant in accordance with the City of Mt. Pleasant Economic Development Plan, Master Plan and other appropriate guidance documents.
6. In conjunction with City staff, pursue land assembly and development opportunities for Industrial-zoned parcels north of Pickard Street for the purpose of new development and blight elimination and coordinate efforts in pursuing a two-county EPA Assessment grant as part of this effort.
7. Serve as an advocate for the City of Mt. Pleasant through participation on the MEDC's Collaborative Development Council (CDC), MEDC's Michigan Site Readiness Steering Committee and the Michigan Economic Developers Association (MEDA) Board of Directors. Please note: the MEDC appointments are by invitation only and they give the City of Mt. Pleasant and this area a distinct advantage in pursuing economic development opportunities.


Community Development:

1. Keep the City of Mt. Pleasant informed of various Community Development grant opportunities and assist the City in pursuing these and other development programs through the MEDC and other sources of funding.

Technical Assistance:

1. Market the Mt. Pleasant Revolving Loan Fund to eligible Mt. Pleasant based businesses in coordination with Northern Initiatives.
2. Assist City of Mt. Pleasant staff in maintaining Business Park certification through MEDA of the South Industrial Park.
3. Monitor legislative changes to incentive programs at state and federal levels and notify the City of material changes in the application of these programs.

COMMISSION LETTER #192-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER ESTABLISHMENT OF A CITIZENS' ADVISORY BOARD

In the November 12 agenda packet a communication was received from the Mt. Pleasant Area Diversity Group recommending the establishment of a City of Mt. Pleasant Citizen Advisory Board. During the meeting staff indicated there were a few concerns with some of the wording in the full recommendation and felt that staff could likely work with the diversity group to address those concerns. During the work session discussion those concerns were summarized as follows:

- Usage of the words oversight and accountability
- Clarity that the City Commission should make the appointments to the board
- Training required for the board
- Timeliness expectation of sharing complaints
- References to County and Township

A communication was sent to representatives of the group on November 14 to outline those concerns. A revised proposal was received from the representatives on November 20 and is attached which addresses the above other than who make the appointments to the board.

During the work session discussion the City Commission asked for information on what other agencies in our area are doing. Attached is a document that outlines the Police Oversight Committee at Central Michigan University, which is required under state law. Neither the Isabella County Sheriff's Department, Michigan State Police nor Tribal Police have any kind of advisory or oversight committee in place.

Based on the articles written regarding this topic and comments received, City officers have expressed concerns about the perceived authority and the processes for review. We feel it is important to clearly manage the expectations if a new board is created, especially if it is intended to be a model for other agencies to use.

To ensure the success of any newly appointed board, the following items should be taken into consideration:

- Existing charter and ordinance provisions regarding creation of boards and who has what authority
- Any duplication or overlap with the currently existing Mt. Pleasant Area Diversity Group and the Isabella County Human Rights Committee
- If one of the primary concerns related to this proposal relates to CMU students, faculty and staff, it is important that CMU Administration be appropriately involved
- Whether this board would be subject to the Open Meetings Act
- Acknowledgement that some police policies are exempt from disclosure based on officer safety

The City Charter is clear that appointments to City boards must be of city electors (registered voters) and must be appointed by the City Commission. As previously noted, the November 20 revised proposal does not include that. In addition, Commissioner Ling suggested the advisory board should maybe be larger to include more community representatives.

Public Safety Director Paul Lauria and I are supportive of finding ways to increase dialogue and communication to address concerns with police and community relations. We feel a true advisory board with ongoing communication opportunities could be a valuable resource. It is important that appropriate expectations regarding a new advisory board be fully vetted in order for it to be successful. We recognize the Mt. Pleasant Area Diversity Group has been working on this for some time, but it is better to address concerns early and hopefully get it right from the start.

The City Commission asked that this matter be placed on the November 26 agenda for action. Based on that motion this revised proposal has been placed on the agenda for your consideration. In order for the advisory board to be successful, we feel it is important to have further and broader discussion on the items mentioned above. Therefore, we have drafted an alternative resolution for your consideration which allows more discussion with a wider group before a new board is created. The City Commission can either approve the revised version of the proposal which is attached or approve the resolution that is attached.

Recommended motion:

Move to approve the revised request for creation of a Citizen Advisory Board as presented by the Mt. Pleasant Area Diversity Group.

OR

Move to approve the resolution regarding a Citizen Advisory Board as presented.

NJR/ap

To: The Mt. Pleasant City Commission
From: Mt. Pleasant Area Diversity Group
Submitted: November 6, 2018

Please find below a proposal to create a Citizen Advisory Board. We are requesting that the City Commission officially receive this proposal at the November 12m, 2018 City Commission meeting. We would request that after receiving the proposal the Commission take the appropriate steps to consider, revise if necessary, and then act on the proposal.

PROPOSAL FOR CITIZEN ADVISORY BOARD FOR THE CITY OF MT. PLEASANT

Purpose Statement:

Nationally, there is a strain in police-community relations, particularly when it comes to minority communities. That strain has led to a decrease of trust between the police and various minority communities, particularly the black community. From the strain of these relations, the #BlackLivesMatter social movement came into existence. Events, including deaths, over the last several years strongly suggest that for trust to be built there is a need for transparency and accountability when it comes to police policies and practices.

For these reasons, the Mt. Pleasant Area Diversity Group launched an on-going initiative in 2015—Community Action for Black Lives Matter—to engage concerned residents in seeking solutions to prevent and address racial harassment and abuse, when and if it occurs in our community. Based on the recommendations of this group, the Mt. Pleasant Area Diversity Group proposes the creation of a Citizen Advisory Board (CAB) to provide advice in cases in which complaints have been filed.

The city of Mt. Pleasant took the proactive step in 2011 to become one of the few cities in the state to adopt a human rights ordinance. In doing so they made a commitment to ensure that “no individual be denied the equal protection of the law” nor “denied the enjoyment of his or her civil rights, or be discriminated against because of his or her race, religion, color, national origin, gender, sex, age, marital status, physical or mental disability, family status, sexual orientation or gender identity” (Human Rights Ordinance of the City of Mt. Pleasant). It made clear that “(t)he abuse of authority, incivility, rudeness, prejudice, or discrimination based upon any of these categories has no place in the actions, customs, practices, policies or procedures of the city of Mt. Pleasant.

A Citizen Advisory Board is proposed with the following purposes:

- To improve communication between the city police and the community;
- To create an advisory process to provide transparency of police actions;
- To enhance police credibility with the public;

The CAB will be composed of 4 members:

- 1 appointed by the City Commission
- 1 appointed by the Central Michigan University Student Government Association's Diversity Committee
- 1 appointed by the Mt. Pleasant Area Diversity Group (convener)
- 1 member of the City Commission, non-voting

Appointments should be made so as to insure representation of the various groups making up the community: gender, race/ethnicity, occupation, etc. Members must be residents of the city. Police officers and current employees of the City and immediate relatives of officers and employees are not eligible for membership on the CAB.

The CAB shall have the following functions:

- To strengthen the relationship between police and the community they serve by expanding and building on current outreach programs;
- To obtain information on the processes of filing complaints with the City Police and make this information more readily available to the public;
- To receive information on the standard investigative process that is followed when a complaint is received;
- To act as a liaison for complaints about alleged misconduct of police officers by directing these complaints to the appropriate authorities, if desired by the complainant;
- To receive monthly reports on the number and type of complaints received, the gender, and race of the complainants, and a summary of the results of the investigation; the report shall also be sent to the City Commission;
- To make policy recommendations to the Director of Public Safety and to the City Commission and City Manager; and
- To develop an informational card about the function of the CAB, which police will distribute to all complainants.

The CAB will function for one year, at the end of which time its continuation and modification will be determined by the City Commission.

Police Oversight Committee

Procedures for the Central Michigan University Police Department Oversight Committee

I. Purpose

The Central Michigan University Police Department Oversight Committee ["Committee"] is an oversight committee established by a resolution of the Central Michigan University Board of Trustees created under the authority of [Act 120 of the Public Acts of 1990 of the State of Michigan](#). The function of the Committee is to comply with Act 120 and address grievances by persons against the Central Michigan University Police Department or Central Michigan University Police Officers and may make recommendations to the CMU police Chief that disciplinary measures be taken against any CMU Police Officer who is found responsible for misconduct in office. The president is authorized further specify the charge to this Oversight Committee, establish or approve its operating procedures, and establish or approve the methods for election of its members, in a manner consistent with Act No. 120, Public Acts of 1990, being MCLA.

II. Membership

Members of the Committee shall be comprised of individuals nominated and elected by the faculty, students, and staff of the Central Michigan University. The nominated and elected individuals shall include two (2) students, two (2) members of the faculty, and two members of the University staff who are neither members of the faculty nor police officers.

III. Meetings

The Committee shall meet when in receipt of a grievance filed directly with the Committee. Business may not be conducted unless a quorum of the members is present. A quorum shall be one more than half of the current membership. The Committee also shall meet two times a year to receive and discuss the semi-annual report made by the Chief of Police/Director of the Police Department regarding grievances submitted to the Department.

IV. Confidentiality

All grievances and reports made to the Committee pursuant to these procedures shall be treated confidentially by the Committee. Information about a grievance will not be released by committee members, except as specified in these procedures, or as required by law. The Committee as a whole may release written statements to advise the public of the procedural status of an ongoing investigation.

V. Procedures

A. Grievances

Grievances about a police officer or the Police Department may be submitted to the Committee and should be directed to the: CMU Police Oversight Committee, Attention: Chair, Central Michigan University, Mt. Pleasant, MI 48859. Grievances may also be submitted directly to the Central Michigan University Police Department. Grievances submitted to the Department shall be reported within five business days to the Committee by the Chief of Police/Director of the Police Department. The Chief of Police/Director will meet with the Committee on a semi-annual basis to provide a summarized report of all grievances received by the Department during the previous six-month period.

[Submit an ONLINE grievance or suggestion.](#)

B. Consideration of Grievances

1. Referral to the Chief of Police/Director of the Police Department:
 - o The Committee may refer a grievance to the Chief of Police/Director of the Police Department, who shall conduct an investigation or review, in accordance with University policies and procedures. The Committee may supplement the referral with any specific suggestions, recommendations, or concerns it has with regard to the issues to be investigated or reviewed.
 - o At any time, the Committee may request, and the Chief of Police/Director shall provide, an interim report on the progress of an investigation/review of a grievance submitted to her or him. The report may be oral and/or in writing.
 - o Upon completion of the investigation or review, the Chief of Police/Director shall report to the Committee. The report shall include a summary of: the steps followed; the findings and conclusion, of any actions taken, and an explanation for any unreasonable delays. The report may be oral and/or in writing. The Committee may accept the report as final, or it may ask the Police Chief/Director to investigate further and submit another report.

C. Committee Action

Upon completion of the investigation of a grievance, the Committee may:

1. Determine that no further action is warranted, and notify all affected persons of that decision.
2. Report its findings and recommendations – including any recommendations for disciplinary measures against any officer of the Police Department – to the Chief of Police/Director. No portion of any such report that contains confidential information provided to the Committee shall be made public unless required by law.
3. The Chief of Police/Director shall review the report and advise the Committee of the disposition of the matter.

VI. Administrative Support

University Human Resources will provide administrative support to the Committee, including logistical and communications support for the nomination and election processes for faculty and staff representatives, and any other needs identified by the Committee.

VII. Approval of Procedures

These procedures must be reviewed by the Office of the General Counsel and approved by the Vice President of Finance and Administrative Services or the President.

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION REGARDING PROPOSAL FOR CITIZEN ADVISORY BOARD

WHEREAS, the Mt. Pleasant Area Diversity Group has presented a revised request to create a Citizens Advisory Board to the City Commission; and

WHEREAS, both staff and the City Commission are supportive of increasing dialogue and communication to positively impact police and community relations; and

WHEREAS, the Mt. Pleasant Area Diversity Group has indicated a desire that this advisory board could be used as a model for other law enforcement; and

WHEREAS, it is important to all parties that the potential implications of creating a new board be fully vetted and thought out to increase its chance for success.

NOW, THEREFORE, BE IT RESOLVED, that

1. The City Commission is interested in methods to increase dialogue and communication.
2. The City Commission believes that a citizen advisory board may be a good method.
3. The Mayor will appoint a temporary committee comprised of three City Commissioners, Director of Public Safety and City Manager to meet with representatives of the Mt. Pleasant Area Diversity Group, Isabella County Human Rights Committee and Central Michigan University administrators to more fully discuss how such an advisory board should be structured. The temporary committee will provide a recommendation to the City Commission by March 31, 2019.

COMMISSION LETTER #193-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER APPROVAL OF DOWNTOWN RESTRUCTURING POSTPONED
FROM NOVEMBER 12, 2018

Attached are the materials from the November 12 meeting when this item was postponed. The postponement was based on the desire to have more time to review the recommendation and Commissioner Ling indicated she had some suggestions for the composition of the boards.

Based on feedback received, the resolution reestablishing membership of the boards has been revised. The new resolution reinstates that one member shall represent Isabella County and reduces the number of seats for property owners from three to two so that the board remains a seven member board.

In addition, Commissioner Ling has suggested that paragraphs C, D and E of the Tax Increment Finance Authority (TIFA) Board section be combined and read as follows:

Not less than a majority of the members of the board shall be persons having an interest in property located in the TIFA District or be members, trustees, principals or employees of a legal entity having an interest in property located in the TIFA District. To the extent reasonably practical, one of the members shall represent property located in the TIFA's Industrial Park North development area.

Commissioner Ling's amended language provides more flexibility in appointments because it indicates that five of the members can be comprised of any combination of property owners or members who do business downtown but don't necessarily own the property. This would give more flexibility to identify potential members.

The original wording that was approved in the 2016 resolution was done to ensure there was a balance between property owners and members who do business in the downtown.

Either of these options is allowable under the state law according the City Attorney review. The resolution has been drafted both ways and the Commission can adopt Option A which requires a certain number to be property owners and a certain number to just have an interest in the property or Option B which provides flexibility in making those appointments.


To finalize this restructuring the City Commission should consider one of the resolutions on the board restructuring and also consider the resolution regarding restructuring of the funding and responsibilities.

Recommended motion:

Move to approve the resolution for restructuring funding and responsibility of downtown activities and Option _____ resolution reestablishing membership of the Tax Increment Finance Authority (TIFA), Downtown Development Authority (DDA) and the Principal Shopping District Board (PSD) boards.

NJR/ap

COMMISSION LETTER #185-18
MEETING DATE: NOVEMBER 12, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 7, 2018
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER APPROVAL OF DOWNTOWN RESTRUCTURING

At a work session on October 8, 2018 a draft proposal was presented on the concept of restructuring the funding for downtown activities and the downtown boards. The City Commission was interested enough in the concept that staff moved forward with obtaining input from the downtown boards.

The majority of the members of the downtown boards were supportive of the concept but had two main concerns. The concerns centered around the input that downtown property owners and business owners would have in decisions made by the City Commission and whether the Tax Increment Finance Authority Board (TIFA) would have any ongoing funding available for activities related to economic activity.

Based on those concerns the proposal was updated to identify some potential opportunities for ongoing communication with the downtown business and property owners, and a recommendation is made to allocate \$80,000 from the Economic Initiatives Fund for economic activity programs to be proposed by the TIFA Board. Staff also worked out many of the details for implementation of the proposal which are included in the attached final proposal. This proposal provides a high level overview of the financial impact to each fund.

If the Commission is supportive of the proposal, two resolutions have been drafted to move forward with implementation. The first resolution outlines the membership of the boards. This board membership resolution was last approved in November 2016. Therefore we are showing it as a redline/strikeout version to illustrate the changes in separating the boards. The second resolution provides approval for the restructuring of the activities and the funding, so that staff can implement those changes in the proposed 2019 Operating Budget for approval in December by the City Commission.

We recommend the two resolutions be approved as presented.

Recommended motion:

Move to approve the resolution regarding membership of the Tax Increment Finance Authority (TIFA), Downtown Development Authority (DDA) and the Principal Shopping District Board (PSD) boards.

AND

Move to approve the resolution for restructuring funding and responsibility of downtown activities.

NJR/ap

RESTRUCTURING OF FUNDING SOURCES FOR DOWNTOWN AND

REFOCUS OF DOWNTOWN BOARDS PROPOSAL

INTRODUCTION

An ad hoc committee completed work in 2015-2016 to review and try to simplify the funding sources for downtown activities. Since that time significant discussion has occurred regarding the shortage of TIFA funds to be able to properly maintain the 13 parking lots in the downtown area, maintain the other infrastructure, and still be able to implement programs that maintain or grow the tax base.

In late 2016 changes were made to combine the Principal Shopping District Board (PSD) and Tax Increment Finance Authority (TIFA) Board and the resolution indicated a review of the combined boards should occur in 2018.

Staff has reviewed these matters and is recommending this comprehensive proposal based on that review.

WHY

- ✓ Downtown is both a social hub for the community and an economic center
 - Successful cities typically have a vibrant downtown and downtown areas are increasing in popularity
- ✓ Resolution passed by the City Commission which combined the PSD and TIFA Boards requires a review of combined boards by December 2018
- ✓ Restructuring of funds (done in 2016) for activities in the downtown has not resulted in a better overall understanding of financial funding and uses of funds
 - TIF capture does not generate enough to even cover the upcoming maintenance needs of the 13 parking lots and other public infrastructure needs let alone any other priorities of the TIF development plan
- ✓ Frustration/effectiveness of each board and lack of clarity on authority is growing
 - Everyone desires to have appointed boards successful in carrying out their duties
- ✓ According to Main Street national organization, there are four keys to a successful downtown and this proposal to realign and refocus the boards better aligns with each of them
 - Economic Vitality
 - Focused on by one primary board (TIF)
 - Design

- Infrastructure prioritized in light of all City priorities (CC)
- Aesthetics/beauty of plants, landscaping (more temporary type aesthetics), snow removal of parking lots is focused on by one board (PSD)
- Promotion
 - Coordinated by City staff
- Organization
 - More clarity on which board focuses on which element

OVERVIEW

FUNDING:

- ✓ General Fund/Capital Improvement Millage (GF/CI) responsible for maintenance of infrastructure assets just like other public assets in the City (parking lots, lights, streetscape improvements such as bricks, planters, benches)
 - Allow City Commission to look at broad view of City infrastructure needs and allocate resources accordingly
 - Recognizes that these parking lots, lights, etc. are public infrastructure for the overall public and not just for downtown business/residents
 - Transfer assigned TIF funds for Parking Lot 8 (2023) and 7 (2020) to GF/CI and GF/CI is responsible for all future parking lots
 - Current Unassigned TIF fund balance would be committed to Parking Lot 7 and 8
 - Note: During 2019 a contract between the TIFA and the City would be drafted for approval to commit the City to the future reconstruction of the parking lots with a provision to return the funds to the TIFA if the parking lot reconstruction does not occur by a certain date
- ✓ GF/Recreation take responsibility for events
 - Has one department focused on City-wide events
 - Already do some city-wide events that are held downtown
 - GF allocation of approx \$75K will be allocated to Recreation department instead of downtown for city-wide events
 - One-half time seasonal position will be transferred to recreation to assist with the events being transferred (review of overall staffing and assignments in recreation may be needed during 2019)
- ✓ Downtown Development Director compensation funded by GF like other City staff
 - Clarifies responsibility for supervision

- Provides funding for staff from a stable ongoing funding source (has been a goal for all positions)
- Funded by a portion of the current TIF capture funds that will instead go to the GF (see below)
- ✓ Reduce Central Business District TIF capture to 0%
 - Returns approximately \$130,000 City funds to GF/CI
 - Returns approximately \$ 75,000 to other units of government

NOTE: TIF District and development plan would remain in place to support expenditure of existing fund balances and to provide a mechanism to reinstate the capture rate, if needed
- ✓ Allocate \$80,000 from Economic Initiatives Fund to TIFA Board to be used only for recommended programs identified to help grow the economic activity in downtown. Economic programs to be approved by the City Commission upon TIFA Board recommendation. If additional funds are needed, a request to the City Commission would be made by the TIFA Board. Funds to be returned to General Fund 12/31/2020 if not used.

SUMMARY IMPACT OF FUNDING CHANGES

- ✓ Fund Balance Transfers
 - Events assigned balance at 12/31/18: transfer from Downtown to Recreation
 - Parking assigned balance at 12/31/18: transfer from Downtown assigned parking to Downtown assigned Principal Shopping District
 - Unassigned TIF balance at 12/31/18: transfer in TIF fund to assigned balance for parking lots
 - During 2019 TIF assigned balance for parking lots: transfer from TIF assigned balance to Capital Improvement committed for projects balance for parking lots
- ✓ Net Effect on 2019 Operating Budget
 - General Fund- Break-even
 - Recreation Fund-Net positive bottom line of approximately \$7,000
 - TIF Fund-No operation expenses; decrease in expenses for capital projects
 - Capital Improvement Fund-Net increase in expenses for capital projects of approximately \$64,000
 - Transfer \$80,000 from General Fund Economic Initiatives fund balance to TIFA

RESPONSIBILITY/AUTHORITY

- ✓ Separate Principal Shopping District Board from TIFA Board
 - Refocus Principal Shopping District Board on mowing, landscaping, plants, trash, snow clearing of parking lots and adjacent sidewalks, utilities
 - These are the services funded by the special assessment paid by property owners
 - These are additional services provided to the downtown area that aren't provided to other areas of the City
 - PSD Board appointed by the City Commission would be comprised of minimum number required under state law (5):
 - One from adjacent residential area
 - One representative of the local government unit
 - Majority (3) nominees of individual businesses located within the district
 - Meet 3-4 times per year
 - Refocus TIFA Board on programs that improve economic activity; will provide more influence to the areas that the TIFA board was originally created for – maintaining and growing the tax base and supporting economic activity
 - Façade grants/loans-existing
 - Fire suppression program-existing
 - New programs as recommended to be funded by Economic Initiatives Fund based on articulated long term goals/strategy to grow the economic activity – analysis from 2019 downtown goal can be used
 - TIFA Board appointed by the City Commission will be comprised of the minimum number required under state law (7):
 - One member shall be a City Commissioner
 - Three members shall have an interest in property located in the TIFA's Central Business District development area
 - Two or three members (If no Industrial Park North representative) shall be officers, members trustee, principals or employees of a legal entity having an interest in property located in the TIFA's Central Business District
 - To the extent reasonably practical, one member shall have an interest in property located in the TIFA's Industrial Park North development area or shall be an officer, member, trustee, principal, or employee of a legal entity having an

interest in property located in the TIFA's Industrial Park North development area

- Meet as needed
- ✓ City Commission responsible for more direct decisions on allocation of capital resources based on city-wide needs/priorities
 - Primary focus to be on existing infrastructure maintenance and replacement
 - Note: It will be important that input is sought from stakeholders in the same manner as other residents/businesses rather than refer matters that are outside of their re-focused authority to the downtown boards
 - Will need to identify mechanisms to ensure that downtown/property owners know of input opportunities on future capital projects
 - Ideas include regular email distributions to the downtown email group and/or “coffee with a commissioner” scheduled at key times during the Capital Improvement Plan (CIP) and budget process
- ✓ Downtown Development Director responsible for
 - Serve as staff liaison to the PSD and TIFA
 - Parking management
 - Marketing/promotion (non-event) of downtown district
 - Coordination of Ladies Night Out, Small Business Saturday; social media promotion of This Place Matters, Fall Open House, 25 Days of Christmas; and other similar type downtown promotions that might be developed
 - Oversee installation of downtown holiday decorations and Art Reach banners
 - Assist with information to/from downtown businesses and property owners regarding infrastructure maintenance projects
 - Implement programs for economic activity from TIFA Board and implement the projects/maintenance funded by the PSD
 - Provide grant assistance for state, federal or philanthropic programs
 - Conduct business retention visits and complete appropriate follow-up
 - Oversee/implement existing merchandise and outdoor dining policies
- ✓ Recreation department responsible for city-wide events
 - Thrilling Thursdays, Mt. Pleasant Christmas Celebration, Summer Concert Series, Pumpkin Promenade, Movies by Moonlight, Art Reach events, Jaycee Craft Beer Festival, Martin Luther King March, and car shows

- These events will continue to be hosted downtown unless change of venue is communicated to downtown businesses for input before making a change.
- Recreation will be primary contact for community organizations that want to partner with the City to provide additional events

ADDITIONAL CONSIDERATIONS FOR LATER

- ✓ Partner with others (CMURC, SBDC, MMDC or others) for incubator space/entrepreneurial services for downtown start-ups?
- ✓ Consider alternative use of Town Center space?
- ✓ Add Sub area plan focused on downtown in Master Plan –ask McKenna for a proposal?
- ✓ Consider re-engagement with Main Street state programs or other such programs focused on downtown success?

NEXT STEPS

- ✓ Implement into proposed budget for consideration/approval by City Commission
- ✓ Resolution reestablishing membership of the TIFA and PSD
- ✓ City Commission make board appointments
- ✓ Implement January 1, 2019

DOWNTOWN OVERVIEW			
BOARD	CITY COMMISSION	PRINCIPAL SHOPPING DISTRICT BOARD	TIFA BOARD
FUNDING	General Fund and Capital Improvement	Special Assessment	Allocation from Economic Inits Fund
	Note: funds avail from taking TIF capture to 0		
RESPONSIBLE FOR EXP RELATED TO	Downtown Infrastructure (parking lots, lights, brickwork, benches)	Aesthetics such as flowers, plants, landscaping	Façade grant/loan program
	Events	Snow removal of parking lots and adjacent sidewalk	Fire safety grants
	Downtown Director		New programs to increase economic activity
	Parking enforcement		
	Marketing of downtown		
BOARD SIZE	N/A	5	7
BOARD COMPOSITION	N/A	1 Adjacent residential area 1 Representative of local unit of government 3 Nominees of businesses located within the district	1 City Commissioner 3 Interest in property located within the Central Business District 2 Officers, members, trustees or employees of a legal entity having interest in the Central Business District 1 Officer, member, trustee or employee of a legal entity having interest in the University Park North District

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION RE-ESTABLISHING MEMBERSHIP OF THE TAX INCREMENT
FINANCE AUTHORITY BOARD, DOWNTOWN DEVELOPMENT AUTHORITY BOARD
AND PRINCIPAL SHOPPING DISTRICT BOARD

Whereas, the City created the Downtown Development Authority of the City of Mt. Pleasant pursuant to 1975 PA 197, MCL 125.1651 *et seq.* (the "DDA"), the Tax Increment Finance Authority of the City of Mt. Pleasant pursuant to 1980 PA 450, MCL 125.1801 *et seq.* (the "TIFA"), and a Principal Shopping District (the "PSD") pursuant to 1961 PA 120, MCL 125.981 *et seq.*; and

Whereas, as permitted by the previously cited statutes, the City previously designated the DDA Board to also serve as the TIFA Board and the Principal Shopping District Board (previously referred to as the "DDB") to oversee the principal shopping district; and

Whereas, the City Commission now believes separate boards will better serve the needs of the DDA district, the two TIFA development areas and the principal shopping district. An overlap of the TIFA Board and the PSD Board occurred in 2017 and 2018, and it is determined that no overlap will occur in the future, but that some overlap of the TIFA Board and the PSD Board will enhance their collaborative efforts.

Now therefore be it resolved that:

1. The TIFA Board shall be a 9-7 member board. The members shall be appointed through the Mayor's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be a City Commissioner;
- B. ~~One member shall represent Isabella County;~~
- C. Three members shall have an interest in property located in the TIFA's Central Business District development area;
- D. Three-Two or three (if no Industrial Park North representation) members shall be officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the TIFA's Central Business District development area; and
- E. To the extent reasonably practical, one member shall have an interest in property located in the TIFA's Industrial Park North development area or shall be an officer, member, trustee, principal, or employee of a legal entity having an interest in property located in the TIFA's Industrial Park North development area.

2. The PSD Board shall be a 9-5 member board. The members shall be appointed through the Mayor's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be a ~~City Commissioner;~~representative of local government
- B. One member of the PSD Board shall be from the adjacent residential area; and
- C. Not less than 5-3 members ~~nor more than 7 members~~ of the PSD Board shall be nominees of individual businesses located within the principal shopping district.

3. To the extent reasonably practical, the members of the TIFA Board and the PSD Board should be the same persons, and the City Commission shall make all possible efforts to ensure that at least seven persons who meet the requirements of both the TIFA Board and the PSD Board are appointed to serve simultaneously on those two boards. The minutes of each the TIFA Board and the PSD Board will be shared with the other board. The two boards will be scheduled for joint meetings as needed.

4. As required by City Code section 32.20 the DDA Board shall be an 11 member board. The members shall be appointed through the City Manager's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be the City Manager;
- B. One member shall represent Isabella County;
- C. Not less than a majority of the members of the board shall be persons having an interest in property located in the DDA's district or be officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the DDA's district; and
- D. If the DDA's district has 100 or more persons residing in it, at least one member shall be a resident of the DDA's district.

~~5. Based on information provided by the boards and City staff, the City Commission will review the effectiveness of this board restructuring prior to the end of December 2018 to determine if any changes are needed.~~

~~65.~~ City staff and City legal counsel are directed to take all actions necessary to amend any documents as may be necessary in order to effectuate this resolution.

~~76.~~ All resolutions and parts of resolutions, to the extent of any conflict with this resolution, are rescinded.

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION TO RESTRUCTURE FUNDING AND RESPONSIBILITY FOR
DOWNTOWN ACTIVITIES

Whereas, the City created the Tax Increment Finance Authority of the City of Mt. Pleasant pursuant to 1980 PA 450, MCL 125.1801 *et seq.* (the "TIFA"), and a Principal Shopping District (the "PSD") pursuant to 1961 PA 120, MCL 125.981 *et seq.*; and

Whereas, in 2015-2016 an ad-hoc committee reviewed and made recommendations to simplify the funding sources for downtown activities; and

Whereas, since that time significant discussion has occurred regarding the shortage of TIFA funds available to properly maintain the 13 parking lots in the downtown area while also maintaining other infrastructure and implementing programs that maintain or grow the tax base; and

Whereas, the implemented changes from the 2015-2016 ad-hoc committee have not resulted in an overall better understanding of the downtown financing.

Now therefore be it resolved that:

1. The City Commission views downtown as both a social hub for the community and an economic center and desires a successful downtown.
2. The parking lots and other more permanent infrastructure such as lights, bricks and benches will be treated as an overall City asset from this point forward.
3. Some activities that were previously accounted for in the Principal Shopping District Downtown Fund (231) and the Tax Increment Finance Authority Fund (495) should be accounted for in the general activities of the City. This will minimize confusion as to funding approvals and ensure the City Commission can more easily make city-wide decisions on priorities.
4. Staff is directed to revise the proposed 2019 Operating Budget to incorporate the changes in responsibilities and funding as recommended in the Restructuring of Funding Sources for Downtown Proposal dated November 5, 2018.

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION RE-ESTABLISHING MEMBERSHIP OF THE TAX INCREMENT
FINANCE AUTHORITY BOARD, DOWNTOWN DEVELOPMENT AUTHORITY BOARD
AND PRINCIPAL SHOPPING DISTRICT BOARD

Whereas, the City created the Downtown Development Authority of the City of Mt. Pleasant pursuant to 1975 PA 197, MCL 125.1651 *et seq.* (the "DDA"), the Tax Increment Finance Authority of the City of Mt. Pleasant pursuant to 1980 PA 450, MCL 125.1801 *et seq.* (the "TIFA"), and a Principal Shopping District (the "PSD") pursuant to 1961 PA 120, MCL 125.981 *et seq.*; and

Whereas, as permitted by the previously cited statutes, the City previously designated the DDA Board to also serve as the TIFA Board and the Principal Shopping District Board (previously referred to as the "DDB") to oversee the principal shopping district; and

Whereas, the City Commission now believes separate boards will better serve the needs of the DDA district, the two TIFA development areas and the principal shopping district. An overlap of the TIFA Board and the PSD Board occurred in 2017 and 2018, and it is determined that no overlap will occur in the future, but that some overlap of the TIFA Board and the PSD Board will enhance their collaborative efforts.

Now therefore be it resolved that:

1. The TIFA Board shall be a 9-7 member board. The members shall be appointed through the Mayor's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be a City Commissioner;
- B. One member shall represent Isabella County;
- C. Three-Two members shall have an interest in property located in the TIFA's Central Business District development area;
- D. Three-Two or three (if no Industrial Park North representation) members shall be officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the TIFA's Central Business District development area; and
- E. To the extent reasonably practical, one member shall have an interest in property located in the TIFA's Industrial Park North development area or shall be an officer, member, trustee, principal, or employee of a legal entity having an interest in property located in the TIFA's Industrial Park North development area.

2. The PSD Board shall be a 9-5 member board. The members shall be appointed through the Mayor's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be a City Commissioner; representative of local government
- B. One member of the PSD Board shall be from the adjacent residential area; and
- C. Not less than 5-3 members nor more than 7 members of the PSD Board shall be nominees of individual businesses located within the principal shopping district.

3. To the extent reasonably practical, the members of the TIFA Board and the PSD Board should be the same persons, and the City Commission shall make all possible efforts to ensure that at least seven persons who meet the requirements of both the TIFA Board and the PSD Board are appointed to serve simultaneously on those two boards. The minutes of each the TIFA Board and the PSD Board will be shared with the other board. The two boards will be scheduled for joint meetings as needed.

4. As required by City Code section 32.20 the DDA Board shall be an 11 member board. The members shall be appointed through the City Manager's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

A. One member shall be the City Manager;

B. One member shall represent Isabella County;

C. Not less than a majority of the members of the board shall be persons having an interest in property located in the DDA's district or be officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the DDA's district; and

D. If the DDA's district has 100 or more persons residing in it, at least one member shall be a resident of the DDA's district.

~~5. Based on information provided by the boards and City staff, the City Commission will review the effectiveness of this board restructuring prior to the end of December 2018 to determine if any changes are needed.~~

~~65.~~ City staff and City legal counsel are directed to take all actions necessary to amend any documents as may be necessary in order to effectuate this resolution.

~~76.~~ All resolutions and parts of resolutions, to the extent of any conflict with this resolution, are rescinded.

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION RE-ESTABLISHING MEMBERSHIP OF THE TAX INCREMENT
FINANCE AUTHORITY BOARD, DOWNTOWN DEVELOPMENT AUTHORITY BOARD
AND PRINCIPAL SHOPPING DISTRICT BOARD

Whereas, the City created the Downtown Development Authority of the City of Mt. Pleasant pursuant to 1975 PA 197, MCL 125.1651 *et seq.* (the "DDA"), the Tax Increment Finance Authority of the City of Mt. Pleasant pursuant to 1980 PA 450, MCL 125.1801 *et seq.* (the "TIFA"), and a Principal Shopping District (the "PSD") pursuant to 1961 PA 120, MCL 125.981 *et seq.*; and

Whereas, as permitted by the previously cited statutes, the City previously designated the DDA Board to also serve as the TIFA Board and the Principal Shopping District Board (previously referred to as the "DDB") to oversee the principal shopping district; and

Whereas, the City Commission now believes separate boards will better serve the needs of the DDA district, the two TIFA development areas and the principal shopping district. An overlap of the TIFA Board and the PSD Board occurred in 2017 and 2018, and it is determined that no overlap will occur in the future, but that some overlap of the TIFA Board and the PSD Board will enhance their collaborative efforts.

Now therefore be it resolved that:

1. The TIFA Board shall be a 9-7 member board. The members shall be appointed through the Mayor's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be a City Commissioner;
- B. One member shall represent Isabella County;
- C. Not less than a majority of the members of the board shall be persons having an interest in property located in the TIFA District or be members, trustees, principals or employees of a legal entity having an interest in property located in the TIFA District. To the extent reasonably practical, one of the members shall represent property located in the TIFA's Industrial Park North development area.
~~Three Two members shall have an interest in property located in the TIFA's Central Business District development area;~~
- ~~D. Three Two or three (if no Industrial Park North representation) members shall be officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the TIFA's Central Business District development area; and~~
- ~~E. To the extent reasonably practical, one member shall have an interest in property located in the TIFA's Industrial Park North development area or shall be an officer, member, trustee, principal, or employee of a legal entity having an interest in property located in the TIFA's Industrial Park North development area.~~

2. The PSD Board shall be a 9-5 member board. The members shall be appointed through the Mayor's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be a City Commissioner; representative of local government
- B. One member of the PSD Board shall be from the adjacent residential area; and
- C. Not less than 5-3 members ~~nor more than 7 members~~ of the PSD Board shall be nominees of individual businesses located within the principal shopping district.

3. ~~To the extent reasonably practical, the members of the TIFA Board and the PSD Board should be the same persons, and the City Commission shall make all possible efforts to ensure that at least seven persons who meet the requirements of both the TIFA Board and the PSD Board are appointed to serve~~

~~simultaneously on those two boards. The minutes of each the TIFA Board and the PSD Board will be shared with the other board. The two boards will be scheduled for joint meetings as needed.~~

4. As required by City Code section 32.20 the DDA Board shall be an 11 member board. The members shall be appointed through the City Manager's recommendation to the Appointments Committee, subject to the City Commission's approval, and the members shall meet the following criteria:

- A. One member shall be the City Manager;
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- C. Not less than a majority of the members of the board shall be persons having an interest in property located in the DDA's district or be officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the DDA's district; and
- D. If the DDA's district has 100 or more persons residing in it, at least one member shall be a resident of the DDA's district.

~~5. Based on information provided by the boards and City staff, the City Commission will review the effectiveness of this board restructuring prior to the end of December 2018 to determine if any changes are needed.~~

~~6~~5. City staff and City legal counsel are directed to take all actions necessary to amend any documents as may be necessary in order to effectuate this resolution.

~~7~~6. All resolutions and parts of resolutions, to the extent of any conflict with this resolution, are rescinded.

CITY COMMISSION
CITY OF MOUNT PLEASANT
ISABELLA COUNTY, MICHIGAN

RESOLUTION TO RESTRUCTURE FUNDING AND RESPONSIBILITY FOR
DOWNTOWN ACTIVITIES

Whereas, the City created the Tax Increment Finance Authority of the City of Mt. Pleasant pursuant to 1980 PA 450, MCL 125.1801 *et seq.* (the "TIFA"), and a Principal Shopping District (the "PSD") pursuant to 1961 PA 120, MCL 125.981 *et seq.*; and

Whereas, in 2015-2016 an ad-hoc committee reviewed and made recommendations to simplify the funding sources for downtown activities; and

Whereas, since that time significant discussion has occurred regarding the shortage of TIFA funds available to properly maintain the 13 parking lots in the downtown area while also maintaining other infrastructure and implementing programs that maintain or grow the tax base; and

Whereas, the implemented changes from the 2015-2016 ad-hoc committee have not resulted in an overall better understanding of the downtown financing.

Now therefore be it resolved that:

1. The City Commission views downtown as both a social hub for the community and an economic center and desires a successful downtown.
2. The parking lots and other more permanent infrastructure such as lights, bricks and benches will be treated as an overall City asset from this point forward.
3. Some activities that were previously accounted for in the Principal Shopping District Downtown Fund (231) and the Tax Increment Finance Authority Fund (495) should be accounted for in the general activities of the City. This will minimize confusion as to funding approvals and ensure the City Commission can more easily make city-wide decisions on priorities.
4. Staff is directed to revise the proposed 2019 Operating Budget to incorporate the changes in responsibilities and funding as recommended in the Restructuring of Funding Sources for Downtown Proposal dated November 5, 2018.

COMMISSION LETTER #194-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER APPROVAL OF MEMORANDUM OF AGREEMENT (MOA)
WITH SAGINAW CHIPPEWA INDIAN TRIBE REGARDING THE FORMER
MT. PLEASANT CENTER PROPERTY

When the City made the decision to purchase the former Mt. Pleasant Center property in 2011 it was understood that the success of future development would be based on a cooperative relationship with the Saginaw Chippewa Indian Tribe as they also purchased pieces of the property. The City and the Tribe have had numerous instances of working collaboratively together over the last seven years on various issues related to the 300 acres.

The two entities have worked together to:

- Change boundary lines for ownership
- Execute and implement two cooperative agreements for archaeological work with Central Michigan University
- Support the Honoring, Healing and Remembering event each year
- Were awarded the Governor's Award for historic preservation in 2015 for the joint archaeological work
- Demolished city-owned buildings, roads, parking lots and tunnels while being sensitive to the potential of archaeological resources that might be present
- Worked jointly to demolish and remediate one of the previously state-owned buildings which straddled the City/Tribe property line

When the Saginaw Chippewa Indian Tribe applied for and was successful in obtaining the placement of the land on the National Register of Historic Places, there was concern about the impact such a designation may have on future development of the City-owned property.

Both Tribal representatives and State Historical Preservation Officers informed the City that "listing in the National Register does not interfere with a property owner's rights to alter, manage or dispose of property. Listing does not mean that limitations will be placed on the property by federal or state government...neither the federal or state government will attach restrictive covenants to the properties or seek to acquire them..." Tribal representatives have been clear about their desire to preserve appropriate

archaeological resources and City representatives have been clear about their desire for development of the land to provide additional employment and/or enhance the City's tax base. Conversely, Tribal representatives have as previously indicated, expressed their intent not to interfere with the City's development of the property and City representatives have stated the City's intent to preserve identified cultural resources on the property. Because of each party's uncertainty about how they can collaboratively and compatibly address their respective concerns without unduly interfering with the other party's concerns, Tribal and City representatives have been working on a memorandum of understanding to more clearly outline a path to address both parties' desires. The attached agreement presented to you for approval is the result of numerous months of conversations and drafts to clearly outline the mutual expectations and agreements.

In summary, the agreement accomplishes the following:

- City commits to complete an initial Phase I Archaeological Survey on portions of the land that have not been previously surveyed or greatly disturbed and to further delineate areas that previous archaeological work indicated may have significance.
- Mutual commitments about how artifacts, burial sites or human remains will be addressed if found during the survey. This includes protocols with set timelines of how to address instances if funerary objects or native remains are identified and need to be relocated.
- Based on the survey and other related archaeological work, categorization of the land into areas that may need further research and/or preservation and lands that appear to be clear of archaeological significance and can move forward with development
- Probable conveyance to the Tribe of areas which are deemed to be significant archaeological sites and a process to address the situation if the size, location or number of protected areas becomes problematic to or may negatively impact on City development.
- If federal funds or other federal approvals are needed, the Tribe commits to a timely review of any matters that must be reviewed by the Tribal Historic Preservation officer.
- If either party develops a proposal or plan for development of their respectively owned parcels, the other party will have 30 days to submit written comments regarding the proposal. Each party will fully consider any written comments received before moving forward with development but will still retain the right to move forward as desired.
- Term of the agreement is fifteen years and includes a review every five years.
- Acknowledgement by the parties that the State Historic Preservation Office and State Archaeologist have some rights and responsibilities regarding the land and

will review the agreed-upon MOA. If the state offices desire amendments to the agreement, both parties will work toward mutual amendment.

We believe the implementation of this agreement and the archaeological work related to it will provide future purchasers the assurances that areas moving forward with development are not likely to have significant archaeological resources. This agreement clearly outlines the commitments of both parties to further the goals the Tribe has to properly address and protect any archaeological resources while providing assurances to the City and future purchasers regarding the ability to develop the land.

The Saginaw Chippewa Indian Tribal Council is supportive of the agreement as drafted and will take formal action on November 28, 2018. We are recommending City Commission approval of the agreement.

Recommended motion:

Move to authorize the Mayor and Clerk to sign the MIIBS/MPC Property Agreement as presented.

NJR/ap

MPIIBS/MPC PROPERTY AGREEMENT

This Property Agreement is made as of _____, 2018, between the City of Mt. Pleasant, a Michigan municipal corporation the principal business address of which is 320 W. Broadway, Mt. Pleasant, MI 48858 (the "**City**") and the Saginaw Chippewa Indian Tribe of Michigan, a federally recognized Indian Tribe the principal business address of which is 7070 E. Broadway, Mt. Pleasant, MI 48858 (the "**Tribe**").

RECITALS

A. The Mt. Pleasant Indian Industrial Boarding School (the "**MPIIBS**") was operated by the federal government from 1893 until 1934 (the "**MPIIBS Era**") on approximately 320 acres of property generally bounded by Pickard Street on the south, Crawford Road on the east, River Road on the north, and Bamber Road on the west.

B. The state of Michigan used that property for a regional center for developmentally disabled children and adults, oft-known as the Mt. Pleasant Center ("**MPC**") from 1934 until 2009 (the "**MPC Era**").

C. The Governor signed 2010 PA 208 on October 25, 2010, allowing (i) conveyance of approximately 304.62 acres of that property to the City for \$1.00 plus the costs of preparing the property for conveyance and (ii) conveyance of approximately 8.86 acres to the Tribe for \$1.00 plus the costs of preparing the property for conveyance.

D. On April 21, 2011, the Governor signed a deed conveying to the City the approximately 304.62 acres of the property and, on April 22, 2011, the City paid the state \$54,488.68 and received the deed.

E. On April 26, 2011, the Governor signed a deed conveying to the Tribe the approximately 8.86 acres of the property and, on April 26, 2011, the Tribe paid the state \$1.00 and received the deed.

F. In 2013, after waiting months for state approval, the City conveyed an additional 5.94 acres of the property to the Tribe.

G. The City now owns approximately 298.68 acres of the property (the "**City Property**") and the Tribe owns approximately 14.8 acres of the property (the "**Tribal Property**").

H. The City Property is comprised of 4 areas generally described as follows and depicted on the attached map with these areas identified as such. **Attachment 1:**

(i) An area presumed to be greatly disturbed by the construction and demolition during and following the MPC Era of roads, tunnels, paths and buildings used as part of the MPC ("**Category A**");

(ii) An area that has undergone some archaeological survey and study and assigned archaeological site numbers by the Michigan State Historic Preservation Office (the "**MI SHPO**") due to evidence of archaeological significance of the area ("**Category B**");

(iii) An area that has not undergone any archaeological survey ("**Category C**"); and

(iv) Areas that have undergone some archaeological survey/study and that has not revealed any historical or archaeological resources ("**Category D**").

I. The Tribe and the City engaged in a cooperative effort with Central Michigan University ("**CMU**") to explore possible areas of historical significance on the City Property and the Tribal Property.

J. As a result of those efforts, CMU engaged in work and filed reports identifying sites of archaeological significance on the City Property, on the Tribal Property and on property owned by Mt. Pleasant Public Schools ("MPPS"). The property owned by MPPS is not covered by this Agreement.

K. In order to preserve the confidentiality of the character and locations of identified areas, the parties are choosing to identify them on a confidential drawing/aerial photo dated November 5, 2018, that City and Tribal representatives have initialed:

(i) A site on the City Property has been preliminarily identified as a prehistoric mound or burial site (the "**Prehistoric Site**"),

(ii) A site on the City Property that is comprised of a refuse dump used during the MPIIBS Era (the **"Refuse Site"**),

(iii) A site on Tribal Property and the property belonging to MPPS that is known as the Mission Creek Cemetery but with related burial sites extending beyond the documented boundaries of that cemetery (the **"Extended Cemetery"**), the Extended Cemetery may be on City Property, and

(iv) The MPIIBS main grounds (the **"Main School Site"**) consisting of the area of the MPIIBS era campus buildings, both extant and demolished on both SCIT and City of Mt. Pleasant property.

L. In addition, CMU has presented historical and scientific research that shows approximate locations of foundations of buildings that once were part of the MPIIBS campus.

M. The City acquired the City Property for development that will provide additional employment in the area and enhance the City's property tax base.

N. The Tribe wishes to acknowledge and preserve the archaeological, cultural and historical heritage of all of the property.

O. Toward that end, the Tribe filed an application with the MI SHPO to have all the property placed on the National Register of Historic Places (**"NRHP"**) and on January 13, 2017, the State Historic Preservation Review Board approved that application deciding to recommend inclusion of the property on the NRHP.

P. The City and Tribe wish to work cooperatively to meet their respective goals with respect to their own property and not to adversely affect the ability of the other to achieve its goals and toward that end, the City is supporting the NRHP designation for the City Property and the Tribe has expressed its desire that the City be able to develop and use the City Property without unreasonable obstacles.

Q. Further toward that end, the City has expressed its commitment to undertake further archaeological work to survey areas of the City property that have not yet undergone any archaeological survey, to further investigate and delineate the areas already identified as areas of archaeological interest, and to fully comply with the April 2016 Discovery Plan the City has already approved and filed with the Tribe and the MI SHPO, a copy of which is attached as **Attachment 2** (the **"Discovery Plan"**).

R. The City has also expressed its commitment to (i) preserving burial sites, (ii) providing opportunities to study for further archaeological investigations and, in consultation with the Tribe, appropriately preserve archaeological resources on the City Property, (iii) if the Tribe consents, in appropriate circumstances, conveying portions of the City Property to the Tribe to better ensure the preservation of burial sites or other archaeological resources, characterized as components of a **"Discontiguous NRHP District"** composed of two or more definable significant areas separated by nonsignificant areas where elements are spatially discrete and the space between the elements is not related to the significance of the district, and (iv) to preserve the stone bridge on the southeastern portion of the property. If maintenance on the stone bridge is needed, THPO will be consulted and the maintenance cost will be shared by the **City** and the **Tribe**

S. The City and the Tribe desire to enter into this Agreement to achieve their respective goals and fulfill their expressed commitments.

TERMS AND CONDITIONS

In exchange for the promises and other consideration in and referred to by this Agreement, the parties agree as follows:

1. Archaeological Survey.

A. Within 30 days after the date of this Agreement, the City shall engage Commonwealth Heritage Group or with a Cultural Resource Firm (**"CRF"**) that meets the Secretary of Interior's standards for an archeological professional, to undertake an archaeological survey of the portions of the City Property currently designated as Category B and Category C areas.

B. In accordance with the terms of the deed conveying the property to the City, the State of Michigan retains Antiquity Rights for archaeological materials recovered from the property. Therefore, the CRF will submit an *Application for Permit to Perform Archaeological Exploration on State-Owned Land* to the State Archaeologist Office ("**State Archaeologist**") to ensure protection of archaeological resources recovered from the property. Archaeological field investigations will be initiated following receipt of State Archaeologist's approval of the application.

C. This archaeological survey will consist of the following:

1. Initially, the project will begin with pre-field research consisting of analyzing Light Detection and Ranging ("**LiDAR**") data against historical maps and aerial photos to identify anomalies that may represent mound/earthworks or burial sites and comparing that data with the 2012 and 2016 CMU investigations.

2. A phase I survey of the Category B and Category C:

- a. In areas with substantial exposed ground visibility (greater than 25%), the team will engage in a controlled surface survey at a 5 m interval.

- b. In areas with less surface visibility (less than 25%) shovel testing will occur. Spacing between shovel tests and shovel test transects will not exceed 15 m. Shovel testing will not be conducted on steep slopes, in wetlands, or in areas of obvious disturbances (e.g., borrow pits, two-track roads – areas within which the A horizon and upper B horizon soils have been removed or mixed with post-1950s refuse and/or fill materials). The disturbed areas as described in the previous sentence will, however, be evaluated by excavating shovel tests at a 15-m interval to verify and describe the disturbance. The field conditions, methods, and presence of disturbance will be documented on project maps.

- (i) Shovel tests will be approximately 35 cm to 50 cm in diameter and screened through ¼ inch hardware cloth. Shovel testing will occur in areas with surface visibility less than 25%, with the exception of site 20IB50 and area surrounding, due to cultural sensitivity. If artifacts are discovered, additional radial shovel tests will be excavated until two consecutive negative shovel tests are encountered. All shovel tests will be numbered with observations individually recorded and tied to project maps and LiDAR mapping to better assess LiDAR identified anomalies. The type of survey coverage and ground surface conditions will also be recorded on project maps.

- (ii) Locations of archaeological sites will be recorded on project maps and a sketch map will tie each site into the surrounding landscape with references to the nearest permanent landmark. Site boundaries will be based on the surface distribution of artifacts or shovel tests containing artifacts within the survey area. During the fieldwork stage, attention will be given to locations within the Category B and Category C areas that may contain sites identified during the background and literature search. All identified sites will be photographed in color, plotted using sub-meter accurate GPS technology, and recorded on project maps.

3. A geophysical survey using ground penetrating radar ("**GPR**") to further investigate and delineate the data generated in the previous CMU-led geophysical survey work (the Prehistoric Site, the Refuse Site and any part of the Extended Cemetery on City Property) and in areas identified by LiDAR for which the Phase I survey did not identify archaeological deposits:

- a. The City will prepare the area by clearing it of branches, debris and other obstructions with grass cut to a short length.

- b. A GSSI SIR-3000 GPR system with a 400 MHz central- frequency system for data collection with the target depth of 1-8 feet or similar quality minimally invasive equipment. In addition, the data will be processed in GSSI proprietary RADAN software with additional processing of the data by time sliced imagery and colorized vertical contrasted displays using other software.

- c. The grids used in the previous geophysical survey overseen by Dr. Surface-Evans will be used as a foundation with GPS of each grid collected using a sub-meter accurate hand held device. Appropriate ½ meter intervals of GPR data collection within grid and overlapping will be employed.
 - d. Radargrams will be used to locate and provide information about anomalies. Those anomalies will then be addressed with further geophysical analysis and/or by groundtruthing.
4. Groundtruthing of identified anomalies (those previously identified in the CMU work, those identified by LiDAR and those identified by GPR):
- a. It is the intent to use an approach to minimize potential impacts to the possible mounds and possible burial location while confirming areas to be protected from future development activities.
 - b. Geomorphic coring will be conducted on the margins of the area identified through GPR as having mounds. Two-inch cores will be extracted using a truck mounted Geoprobe. The cores will be laid out on a close interval grid over the contact between where the mound or mounds are thought to be located and the area outside the mound areas, assuring some of the cores are off mound. Soils and deposits in the cores will be examined to determine if mound fill is present. Off mound cores will be used as controls to determine the soil morphology in the area before the mounds were constructed. Soil pits or archaeological excavation units could also act as controls outside of the potential mound loci.
 - c. The field verified mound locations will be recorded using submeter accurate GPS units. A buffer, agreed upon by the City and Tribe, will be digitally added to the mound boundaries to ensure protection. The Categorization process identified in section 2 below will be followed.
5. During all fieldwork a tribal monitor selected by the Tribal Historic Preservation Officer (“**THPO**”) may be present. The identified monitor will be notified of the scheduled archaeological work dates at least five (5) business days in advance and may observe the CRF. Any compensation paid to the monitor will be the responsibility of the Tribe.
- C. If, during the survey, artifacts are found, burial sites are reasonably confirmed, or human remains are encountered, they will be addressed as follows:
1. If human remains are encountered, they will be left in place and, within 24 hours, information about them will be relayed by telephone and electronically to the MI SHPO, the THPO, the City Manager, the Isabella County Medical Examiner and City Police (as indicated in a Michigan Attorney General Opinion 6585, dated June 7, 1989). Such discovery shall also result in compliance with the provisions of section 7 of this Agreement.
 2. As outlined in the Discovery Plan (**Attachment 2**), if burial sites are reasonably confirmed, no further work on the site except as described above for geophysical investigation and groundtruthing, will occur and information will be provided in a written report to the MI SHPO, the THPO, and the City Manager.
 3. If artifacts are found that pre-date or may pre-date the MPC Era, CRF will notify the State Archaeologist, the THPO, and the City Manager. The State Archaeologist and the THPO will then provide written guidance regarding collection and documentation of artifacts and may then observe the collection, cleaning, processing, preserving and analyzing of those artifacts by CRF in order to evaluate the site significance.
 4. If artifacts are found that clearly are from the MPC Era or later, CRF will collect a representative sample and map and fully document the artifact distribution in accordance with the Terms and Conditions 1.C.2. The site and artifact assemblage will be cleaned, processed and analyzed, in order to evaluate the site significance in accordance with the NRHP eligibility criteria and seven aspects or qualities of integrity.
 5. For each new site located, CRF will file a Michigan *Archaeological Site Inventory (ASI)* form and obtain a state site number from the State Archaeologist. For each site that has previously recorded and for which new information is derived, CRF will file an ASI Update form. The state

codification number will be recorded on all analytic paperwork, artifact bags and inventory cards, and field notes.

6. Artifacts will be prepared for curation in accordance with 36 CFR Part 79, Curation of Federally - Owned and Administered Archaeological Collections. The CRF will make arrangements for curation of the artifacts with State Archaeologist at the State's archaeological curation repository, and the ASI will be updated to reflect the final disposition of collections.

D. A formal report will provide the findings and results of the investigations, in accordance with the MI SHPO guidelines and, at a minimum, will include the following: (i) introduction; (ii) environmental setting; (iii) archaeological and historical context; (iv) survey methods; (v) archaeological survey results; (vi) conclusions and recommendations; and (vii) references cited. The results section will include a summary of field observations and describe each archaeological site found in sufficient detail so that a preliminary evaluation of NRHP significance may be made. The report will be fully illustrated and will minimally provide the location of each site on a 7.5-minute series USGS topographic map and a sketch map showing its relationship to the permanent landmarks and the landscape.

1. Copies of the report will be submitted to the City, MI SHPO and the THPO.

2. If archaeological sites are identified, copies of the archaeological field notes and the artifacts will be provided along with the collections to State's archaeological curation repository.

E. It is anticipated this work will be completed within 18 months of when this agreement is effective.

2. Categorization. Based on the completed archaeological survey the surveyed areas will be re-categorized as either Category B or Category D areas as follows:

A. CRF will provide the initial re-categorization in writing as part of or as a supplement to its report on the archaeological survey/investigation. CRF's re-categorization shall place areas in Category B that include or, based on the work completed by CRF or others, is reasonably concluded may include NRHP historic properties (*i.e.*, significant archaeological resources) or mound sites or burial sites. If CRF's conclusion from its archaeological survey/investigation that an area of the City Property is not reasonably likely to contain NRHP historic properties (*i.e.*, archaeological resources), or mound sites or burial sites, CRF shall categorize any such area in Category D.

B. The CRF re-categorization will be provided to the MI SHPO, the THPO and the City.

C. Within 30 days after the CRF re-categorization is delivered as provided in subsection 2.B, MI SHPO, the Tribe or the City may file any objections to the re-categorization of any portion of the City Property by delivering to the City Manager, the THPO and the MI SHPO the objections in writing detailing the specific area(s) of the City Property (including the size(s) and location(s) as specifically identified as possible) about which the objecting party has re-categorization concerns, the reason(s) for those concerns, and a proposed course of action to address those concerns. Any objections shall state with detailed particularity the information leading the objecting party to conclude the area in questions does or does not contain significant archaeological resources, mound sites or burial sites.

D. Within 30 days after receiving any written objections, City and Tribal representatives shall meet with representatives of CRF to address the objections and, if at that meeting the City and Tribe do not agree upon re-categorization of any area, they shall, at that meeting, develop a plan for addressing them.

E. If the City and the Tribe cannot agree upon either the re-categorization of any area or upon a plan to address the re-categorization, they shall have the remedies available below.

3. Refuse Site Investigation. The City will engage a CRF to investigate and delineate the extent of the Refuse Site 20IB49, and the City will ensure protection of the site against future disturbance for a period of five (5) years from the date of this Agreement. During those five (5) years, THPO and its representatives will be granted access to the identified site to map, document, and curate identified artifacts.

4. City Property Development. Portions of the City Property that are Category A or Category D areas may be developed as follows:

A. Development shall not include any of the following uses:

1. Heavy industrial uses that (i) produce excessive vibration, odors, steam emissions, or noise, (ii) use or produce wastes containing large quantities or concentrations of hazard or toxic substances or materials, (iii) require outdoor storage or stockpiling of raw materials, (iv) use large quantities of water for production, processing or cooling, (v) discharge large quantities or extra strength wastewater, or (vi) involve foundry, stamping, plating or similar work.

2. Electric generating or wastewater treatment plants unless they are renewable-type resources.

B. The City shall inform the Tribe within 30 days when the City receives any bona fide written proposal or plan for development of any portion of the City Property and before it presents or considers during any public meeting any such proposal or plan. The Tribe shall have 30 days to submit written comments to the City regarding that proposal or plan before the City will consider that proposal or plan. Any comments from the Tribe shall be fully considered by the City in its consideration of any such proposal or plan and shall be made part of the City's written records concerning that development proposal or plan.

C. Unless the Tribe otherwise consents in writing, only Category A and Category D areas of the City Property will be developed or considered for development.

D. The City will ensure that any development of any portion of the City Property will comply with the Discovery Plan. The Discovery Plan is modified for the discovery of any Native American human remains and associated funerary objects to the extent provided in section 7 below.

5. Tribal Property Development. The Tribe shall inform the City within 30 days when the Tribe develops any proposal or plan for development of any portion of the Tribal Property. The City shall have 30 days to submit written comments to the Tribe regarding that proposal or plan before the Tribe will further consider that proposal or plan. Any comments from the City shall be fully considered by the Tribe in its consideration of any such proposal or plan.

6. Section 106 of the National Historic Preservation Act Review. From time-to-time either the City may seek and be granted funding or other approvals by governmental agencies or pursuant to regulations that requires review under 16 USC §470f ("**§106**"). The Tribe commits to expeditiously engaging in and filing responses to any such review. Except where public notices or hearings require a longer period for review and response, such reviews and any required response shall be completed within 30 days. If a longer response time is required due notices or hearings required by statutes, rules or regulations, the required response shall be filed within the minimum number of days needed to comply with those requirements. If the Tribe's review, comment, consent, approval or other action is needed under §106 for (i) any proposed development that is to occur on Category A and Category D areas of the City Property and is consistent with the use limitations of this Agreement, (ii) a project using federal or state funds that is to occur on Category A and Category D areas of the City Property, or (iii) another project on Category A or Category D areas of the City Property that otherwise requires review under §106, the Tribe shall confirm that the development or use of funds will not adversely affect any historical, cultural or archaeological resources and provide any needed response, consent or approval within the times stated under this section. To be clear the City will remain obligated to ensure all work on any such project complies with other terms of this Agreement applicable to such work.

7. Native American Human and Associated Funerary Objects Remains. If Native American human remains and associated funerary objects are discovered on the City Property during the archaeological survey/investigation or during any development activity and those human remains are determined to be Native American, the parties will seek MI SHPO advice regarding NAGPRA and ARPA (defined below) compliance (to the extent they are applicable) as well as compliance with the terms of the state's conveyance of the City Property to the City, and the following will apply:

A. The City shall ensure that the location of the Native American human remains and associated funerary objects is secured and protected from inadvertent disturbance, including vandalism, until those Native American human remains and associated funerary objects are removed for reburial or

otherwise permanently protected. The Tribe may observe implementation of these interim protection measures.

B. The Tribe will have access to the Site to conduct appropriate religious ceremonies and activities.

C. Within 10 business days after the discovery, the City, in consultation with the Tribe, shall determine if (i) the further disturbance the Native American human remains and associated funerary objects can reasonably be permanently avoided and permanently protected, or (ii) the Tribe believes the Native American human remains and associated funerary objects should be relocated.

1. If the City determines that the Project can avoid disturbing Native American human remains and associated funerary objects, then the City will take necessary measures to accomplish that avoidance. If avoidance of Native American human remains and associated funerary objects results in a change to the scope of any project, the City shall consult with the THPO on the possible impact of the change in the project.

2. If the City finds that avoidance is not feasible, or the Tribe determines the Native American human remains and associated funerary objects should be relocated, then the information shall be gathered, and the Native American human remains and associated funerary objects transferred to the Tribe for reburial in accordance with this Agreement.

D. The ground-disturbing activity, including data recovery or development, in the location of the Native American human remains and associated funerary objects may resume when those remains have been removed from the site in accordance with subsections E through H below.

E. Following compliance with C above, the City shall ensure that CRF gathers the following information to assist with reburial and the future protection of Native American human remains and provides it to the THPO and MI SHPO:

1. A precise statement of the provenience of the Native American human remains and associated funerary objects;
2. A summary description of the Native American human remains, associated funerary objects, and burial context;
3. An estimate of the cultural period during which interment occurred;
4. A description of the mode of burial;
5. An estimate of the number of individuals interred; and
6. An estimate of the age and sex of the individuals identified.

F. Field documentation shall include field notes, mapping, and sketching. Native American human remains and associated funerary objects may be mapped and sketched in situ as part of the field documentation and analysis but will not be published or made public in any way except as required by applicable law. Upon completion of the Project, field documentation of Native American human remains and associated funerary objects will be turned over to the Tribe for curation at the Tribe's request.

G. If they are not to remain in place and permanently protected, CRF shall address the Native American human remains and associated funerary objects solely as provided in this section and, within 5 business days after the field work and analysis is completed, the Tribe may claim them for reburial.

H. The Tribe shall have sole authority to determine the manner, time, and location for reburial of any Native American human remains and associated funerary objects identified as provided in this section.

8. Protected Areas. The City is committed to preserving and avoiding development of areas of the City Property that remain Category B areas after the archaeological survey/investigation and categorization by CRF.

A. Accordingly, the City's current preservation plans include conveying title to Category B areas to the Tribe together with rights to access those areas across routes to be determined by the City. That conveyance will occur in cooperation with the Tribe and MI SHPO to ensure compliance with the terms of the conveyance of the City Property to the Tribe.

B. However, if, due to the numbers of Category B areas on the City Property, the particular location of a Category B area, or other not now expected outcome of the archaeological survey/investigation and categorization by CRF the City determines that doing so for all Category B areas will too severely impede or limit development and use of the City Property, the City will communicate those concerns with the Tribe and the City and the Tribe will then collaborate to determine how the City's desire to develop the City Property and the desire of the City and Tribe to preserve archaeological resources on the City Property can both be met.

9. Remedies.

A. To the extent there is a federal question providing federal jurisdiction and allowing any pendent jurisdiction, the United States District Court for the Eastern District of Michigan (the "**Court**") shall have exclusive jurisdiction and is the exclusive forum to resolve disputes under this Agreement. To the extent required to implement this provision the parties each waive any immunity they each have against suits in that forum.

B. However, neither party may initiate an action in the Court until and unless the Parties have addressed the dispute as follows:

1. The Parties intend to resolve any disputes informally and promptly through good-faith negotiations between the Parties. If a dispute arises under or concerning this Agreement, the Parties must proceed as follows:

a. The initiating party must send written notice to the recipient party setting forth the particulars of the dispute and a suggested resolution of the issue. The recipient party must respond in writing within 30 days and must respond with specificity to the initiating party's dispute and suggested resolution.

b. If this does not resolve the dispute, the parties must meet and confer in person within 30 days of the recipient party's response to attempt to resolve the matter.

c. If this does not resolve the dispute, the parties must submit to mediation with a mutually acceptable private mediator. Either party may initiate this mediation at any time after the meeting contemplated above. The parties agree to select a mediator with background and experience in:

(i) Archaeological Resources Protection Act of 1979, 16 USC § 470aa *et seq.*, ("ARPA"), The Native Americans Graves Protection and Repatriation Act of 1990, 25 USC §3001 *et seq.* ("NAGPRA"), the National Historic Preservation Act of 1966, 42 USC §470 *et seq.*, the National Historic Register of Places ("NRHP"), and related rules and regulations; and

(ii) Tribal and local governments, and relevant laws, practices, procedures, and operations.

d. In order to decide upon an acceptable mediator, the parties shall timely exchange lists of proposed mediators, including the mediators' resumes, confirmation of each proposed mediator's willingness to act as mediator in the dispute, any potential conflicts (if known), any other qualifications, and the proposed mediators' hourly rates. Each party may strike unacceptable names from the list and number the remaining names in order of preference. The parties retain the right to reject any proposed mediator but must make good-faith efforts to select an acceptable mediator under this Agreement.

e. The parties shall abide by the mediator's own rules regarding the conduct of the mediation or such other rules upon which the parties may agree.

f. The parties must evenly split the costs of mediation.

2. If mediation is unsuccessful, either party may then petition the Court. The Court may not award either party any monetary damages, but it may declare the rights of the parties and order compliance under this Agreement. The losing party must bear the prevailing party's Court costs and attorney's fees. Each party expressly and irrevocably waives any right to trial by jury.

10. Notification and Time Limits. The City and the Tribe agree as follows regarding notifications and identified time limits throughout this agreement:

A. All notices and written communications required by this agreement will be sent to:

City: City Manager, City of Mt. Pleasant, 320 West Broadway, Mt. Pleasant, MI 48858 AND City Mayor, City of Mt. Pleasant, 320 W. Broadway, Mt. Pleasant MI 48858

Tribe: Tribal Historic Preservation Officer, Saginaw Chippewa Indian Tribe, 6650 E. Broadway, Mt. Pleasant, MI 48858 AND Tribal Chief, Saginaw Chippewa Indian Tribe, 7070 E. Broadway, Mt. Pleasant, MI 48858

B. When a document or communication is sent, the receiving party will provide written acknowledgement of receipt of the document within three business days.

C. Any extensions of time limits mutually agreed to by both parties must be in writing and signed by the City Manager and the Tribal Chief.

11. State Review. The parties acknowledge that the Michigan State Historic Preservation Office (**MI SHPO**) and the State Archaeologist have certain rights and responsibilities under this Agreement. Upon approval of the Agreement, it will be provided to MI SHPO and State Archaeologist for review and comment. If either State office requires changes to the Agreement, the **City** and **Tribe** will meet to draft an amendment for consideration by each party.

12. Term.

A. The term of this Agreement shall begin on the first day written above and expire 15 years after that date. If, however, (i) either party should breach this Agreement and that breach remains uncured 60 days after a written notice of the breach has been provided by the non-breaching party to the breaching party, or (ii) a party repeatedly breaches the same provision of this Agreement, the non-breaching party may terminate this Agreement upon 60 days' prior written notice to the breaching party.

B. On or before the 5-year anniversary of the effective date of this Agreement, and at five-year intervals after the first meeting, the Parties must meet to discuss in good faith any issues or concerns regarding any aspect of this Agreement.

13. Interpretation.

A. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreement whether written or oral, express or implied.

B. The captions are for reference only and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. This Agreement shall not be construed to modify the legal rights of any person, to accomplish any act that violates tribal, state or federal law, or to subject the parties to any liability to which they would not be subject by law.

D. Each party participated in drafting this Agreement and had the advice of legal counsel in entering into this Agreement. Therefore, it is mutually drafted.

E. No other parties are intended beneficiaries of this Agreement.

F. Before any modification of this Agreement shall become enforceable, such modification must be placed in writing, approved by the Governing Body of the Tribe and by the City Commission, and then signed by duly authorized representatives of the Tribe and the City.

14. Filing. A signed copy of this Agreement shall be filed with MI SHPO.

The parties have signed this Agreement as of the date first written above.

CITY OF MOUNT PLEASANT

SAGINAW CHIPPEWA INDIAN TRIBE OF
MICHIGAN

By: _____
Allison Quast-Lents, Mayor

By: _____
Ronald F. Ekdahl, Tribal Chief

Date signed: _____, 2018

By: _____
Jeremy Howard, Clerk

Date signed: _____, 2018

Attachment 1 – Depiction of Category Areas

Attachment 2 – Discovery Plan

Attachment 3 – Confidential Drawing/Aerial Photo

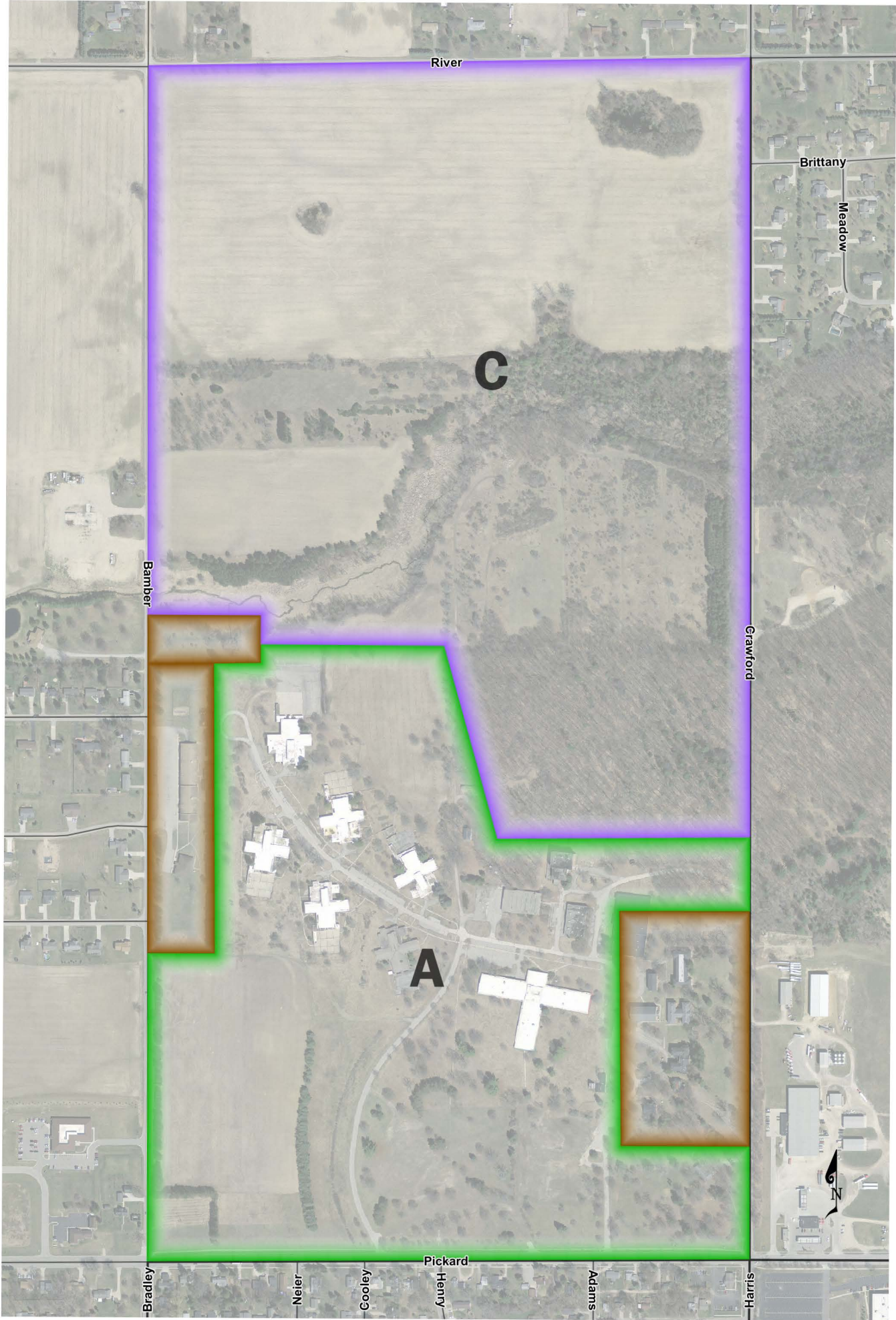
GRAPIDS 57654-14 466187v9

ATTACHMENT 1

Note:

- Brown outline is property NOT owned by the City
- Green outline except for categories identified in confidential attachment 3 = Category A area
- Purple outline except for categories identified in confidential attachment 3 = Category C area

Attachment "A"



ATTACHMENT 2

- April 2016 Discovery plan that is referenced in the agreement
- Contact List (page 3) with updated contact information:

Commonwealth Heritage Group

Kathryn C. Egan-Bruhy, PhD, RPA and
Brandon Gabler, PhD, RPA

3215 Central Street

Dexter, MI 48130

Phone: (571) 488-5912

Eganbruhy@chg-inc.com

bgabler@chg-inc.com

Saginaw Chippewa Tribal Historical Preservation Officer

Sarah Jones

Tribal Historic Preservation Officer

Ziibiwing Center of Anishinabe Culture & Lifeways

Saginaw Chippewa Indian Tribe

6650 E. Broadway

Mt. Pleasant, MI 48858

(989) 775-44751

sjones@sagchip.org

**Discovery Plan
for
Cultural Resources and Human Remains**

**City of Mt. Pleasant, Michigan
(Former “Mt. Pleasant Center” Site)**

In order to assist the City of Mt. Pleasant (“the City”) in meeting the requirements of Section 106 as defined in the Advisory Council on Historic Preservation (Council) regulations “Protection of Historic Properties” (36 CFR Part 800) and in other situations where a discovery occurs on the former Mt. Pleasant Center Property, Commonwealth Heritage Group (CHG) and the City have developed a Discovery Plan to be implemented should new or additional cultural resources be found after construction, demolition or other work has begun on a project (“the undertaking”). This plan has been developed through reference to the regulations embodied in “Protection of Historic Properties” issued by the Council (revised August 2004, www.achp.gov/regs-rev04.pdf), Native American Graves Protection and Repatriation regulations in 43 CFR Part 10, and Michigan legislation (for example, Act 451-1994-III-4-2-Aboriginal Records and Antiquities) that cover treatment of burials and cemeteries and their associated artifacts.

The identification of new or additional cultural resources during implementation of an undertaking typically occurs in projects that involve excavation or other ground-disturbing activities. This plan will be implemented by the City if previously undiscovered archaeological resources and/or human remains are identified.

The following steps will be implemented should a discovery be made by the City, a contractor, or subcontractor during the proposed undertaking:

- 1) Construction activities within the immediate area of a discovery will be halted within the immediate area of the discovery and the discovery protected from further disturbance. (“Immediate area” is a context-specific measure, however roughly 30 to 50 feet is generally adequate, although special attention should be given to the possible extension of a new find beyond this buffer zone.) Protection shall include a demarcation of the area with fencing.
- 2) The engineer providing oversight for the work shall be immediately notified. The Spicer Group is the designated contact for work on the site.
- 3) The engineer will prepare field notes describing the object(s) and prepare sketches. If it is possible to do so without further disturbing the object(s), a ruler or tape measure may be used to obtain measurements to use in the field notes and sketches. No photographs should be taken before consultation with the Tribal Historic Preservation Officer.
- 4) The engineer will promptly notify the City’s cultural resources consultant (CHG, see contact list below) and provide electronically transmitted copies of the field notes and sketches along with any other information requested by the City’s cultural resources consultant.
- 5) The City’s cultural resources consultant will notify by telephone the Michigan State Archaeologist (“State Archaeologist”), the Tribal Historic Preservation Officer and, if necessary, the Isabella County Medical Examiner and City Police (the latter parties will be notified only in the

case of a finding of human remains as indicated in a Michigan Attorney General Opinion 6585, dated June 7, 1989). These notifications will occur within 24 hours of a discovery.

6) The City will consult with the State Archaeologist to follow through on an approved course of action. If there is reason to believe the discovery might include Native American resources or remains, the City's cultural resources consultant will also consult with the Tribal Historic Preservation Officer, as well as other parties with established cultural affiliation as determined in consultation with the Tribal Historic Preservation Officer and the State Archaeologist. Specific instructions from the State Archaeologist concerning a discovery will be followed. At a minimum sufficient archaeological work will be performed on the discovery location to stabilize deposits, protect deposits from scavengers or looters, and to date the object(s).

7) Work within the protected area will remain halted until the State Archaeologist and, if the objects are Native American, the Tribal Historic Preservation Officer, indicates to the City that it may proceed in the area of the discovery.

In the case of a discovery of human remains, the City proposes to follow all relevant state and federal law, such as the Native American Graves Protection and Repatriation Act (25 USC Chapter 32, for reference see <http://www.law.cornell.edu/uscode/text/25/chapter-32>), and recommendations regarding treatment of human remains as referenced above. The City recognizes the importance of providing careful and respectful treatment for discovered human remains or other funerary objects. Therefore, if human remains or other funerary objects are discovered, the City will consult with the Tribal Historic Preservation Officer and the State Archaeologist to determine which other Native American groups should also be consulted. Lastly, a decision will be made in coordination with the Tribal Historic Preservation Officer, the State Archaeologist and other interested parties, for the respectful treatment of the remains or other funerary objects (*e.g.*, reburial, preservation in place, sacred rituals, or a combination thereof). If it is determined that the human remains are not Native American, only the State Archaeologist or law enforcement officials shall be consulted to determine proper treatment.

In order to ensure the protection, preservation and proper, respectful treatment of any discovered object(s), pursuant to applicable law, the nature and location of any discovery shall remain confidential. Only those persons and entities identified in this plan shall be notified of the discovery or given any information about the discovery. Only those persons authorized by the City's cultural resources consultant (who shall act in consultation with law enforcement personnel, the Tribal Historic Preservation Officer, and the State Archaeologist) may grant any access to the protected area in which the discovered object(s) are located. The City will pursue violations of these disclosure and access limitations to the full extent of the law.

Contact List

Unanticipated Discovery Plan for Cultural Resources and Human Remains City of Mt. Pleasant, Michigan

City of Mt. Pleasant Contact(s)

Darrick W. Huff, P.E.
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Fax: (989) 754-4440
Cell: (734) 787-0339
Email: darrickh@spicergroup.com

William Mrdeza, Director
Community Services & Economic
Development
City of Mt. Pleasant
320 West Broadway Street
Mt. Pleasant, MI 48858-2447
Phone: (989) 779- 5311
Cell: (989) 330-0403
Email: wmrdeza@mt-pleasant.org

CHG Contact

Kathryn C. Egan-Bruhy, PhD, RPA
Regional Vice-President
Commonwealth Heritage Group, Inc.
2530 Spring Arbor Rd
Jackson, MI 49203
Phone: (517) 788-3550
Fax: (517) 788-6594
eganbruhy@chg-inc.com

State Archaeologist Contact


Dean Anderson, PhD
State Archaeologist
Michigan State Historic Preservation Office
702 W Kalamazoo St.
Lansing, MI 48909
Phone: (517) 373-1618
Email: AndersonD15@michigan.gov

Saginaw Chippewa Tribal Historic Preservation Officer Contact

William Johnson, Curator
Ziibiwing Center of Anishinabe Culture &
Lifeways
The Saginaw Chippewa Indian Tribe of
Michigan
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Mt. Pleasant, MI 48858
Phone: (989) 775-4730
Fax: (989) 775-4770
Email: wjohnson@sagchip.org

COMMISSION LETTER #195-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER RESOLUTIONS SUPPORTING AMENDED RATES, FEES AND CHARGES

In July 2017 the City Commission approved the attached Fee/Charges Policy Guidelines. One of the 2018 strategic objectives was to develop a review strategy of all fees and charges based on the approved guidelines.

Annually the water and wastewater fees are reviewed as the budget is developed to ensure the utility rates are set appropriately. During the review of the water fund this year staff focused on additional services that are sometimes provided to individual customers. The other priority for 2018 was to begin looking at fees for activities or services that had not been adjusted for a long period of time. As a result of that review, a number of changes were recommended to meet the guidelines as part of the recommended budget. All of these recommendations have been discussed in work sessions.

Most of the fee recommendations discussed during the work sessions seemed to have general agreement with exception of the following two, which staff was asked to look further into:

- Appeal fees related to interpretation of zoning matters as the Commission desired to make sure the due process was not too cost prohibitive in those instances. The preferred option seemed to be to cover only the out-of-pocket costs for interpretation appeals. This change is noted in Item C of the attached resolutions where the interpretation appeals are at a lower rate than variance appeals.
- Concern was expressed regarding the cost of the emergency turn on/off water service after hours. Based on that discussion, resolution Item H provides a reduction by 50% in the cost in those emergency situations where the property may be at risk.

During the work session discussion on bag/tag rates we did not readily have available the comparison of solid waste pickup fees in the neighboring areas. Attached is a summary of that research which has been completed. You will note that there are a variety of ways neighboring areas charge for this service.

The bag/tag rate was last increased in 2011. In 2016 an adjustment was made to the rates to reduce the bag rate and slightly increase the tag rate based on volume. The proposed fees for 2019 are based on covering the full cost of the recently bid contract in which Republic Services was the low bidder. During the work session discussion we committed that we would sell bags and tags at City Hall in quantities less than 10 so that residents could spread out the cost if desired.

The curbside recycling fee was lowered in 2001 from the original fee set when the program was established and is being set to cover the full cost of the service including the Mid-Michigan Industries (MMI) contract.

During 2019, another grouping of fees/charges will be analyzed to comply with the policy guidelines. Adjustments to additional fees will be recommended as part of the 2020 Operating Budget.

The attached fees have been incorporated into the proposed 2019 Operating Budget so we are requesting action on the fees at this meeting. This will allow for time to adjust the budget before final approval if the City Commission does not support any of the fee changes.

Recommended motion:

Move to approve the fees effective January 1, 2019 as recommended in the attached resolutions.

NJR/ap

City of Mt. Pleasant

Fee/Charges Policy Guidelines

General Statement

Services/programs that generally fit the following criteria should be funded via fees/charges instead of general tax dollars.

- ü Service/program primarily benefits one property or one user
- ü User of the service/program generally has a choice/option to use it

*Please note that services which are operated as enterprise funds/self-supporting entities are always funded only by fees/charges

- ü Water services
- ü Wastewater services
- ü Trash and recycling pick-up

Calculation of fee/charge

The full costs for providing the identified service/program should be analyzed and fees/charges should be set at a level to cover the entire cost.

Exceptions to fees/charges covering the full cost (and instead only covering a portion of the cost) are very limited and include only the following:

- ü Recreational programs for children
 - o In these cases, the fee/charge is expected to cover some percentage of the cost and the rest is covered by general tax dollars.
 - o Fees/charges for these programs should have a lower resident rate than non-resident rate since general tax dollars are allocated to support the program.
- ü Other programs as specifically identified by City Commission action.

Comparison to others

When the fees/charges are recommended for approval to the City Commission, information from neighboring communities should be provided as information comparisons.

These guidelines should be reviewed every two years.

Trash and Recycling Fee Comparison Surrounding Communities

Municipality	Charge	Included			Not Included		Notes
		Recycling	Lrg Item	Yard Wst	Recycling	Lrg Item	
Mt. Pleasant	\$2.55/bag or \$3.15/tag (proposed)				\$2.50/mo	\$15/ea	Recycling fee charged separately on utility bill. Large Item fee per item, collected weekly.
Alma	\$22.15/mo	x	x	x			Includes one large item per week, recycling, and yardwaste. Maximum of 30 bags of trash.
Big Rapids	\$20.28/mo		x				Billed on the water bill. Two large items/week or 4 extra bags. Will charge extra for more trash. Each residence has two 96 gallon polycarts; one for trash and one for recycling.
Clare	\$19.61/mo	x	x	x			Included on tax bill. No limits with trash. One large item per week allowed (must arrange in advance).
Grant Township (Clare County)	\$110/yr		x				One large item collected once a month. No yard waste. Recycling available at city hall once a month.
Lake Isabella	n/a				\$20/yr		Recycling is an annual charge on the tax bill, due to a 2% grant. Lake Isabella contracts with a refuse company to be exclusive, but residents must set up and pay for service through that company. Resident may drop off brush for \$4 per load, unlimited leaves that are bagged as space allows. Trash options are 3, 6, or 10 bags, and can buy stickers for extra bags.

Trash and Recycling Fee Comparison Surrounding Communities

Municipality	Charge	Included			Not Included		Notes
		Recycling	Lrg Item	Yard Wst	Recycling	Lrg Item	
Shepherd	\$1.25/per bag						Limit four bags. If > four bags, residents must buy special disposal bags. Allowed one large item per month. Large items that contained Freon must have a sticker on them from a licensed contractor certifying the Freon has been removed.
St. Louis	\$26.94/mo	x	x	x			Billed seperately on the water bill for Yard Waste (\$12.74/mo). Solid Waste includes trash and recycling curbside (\$13.77/mo), and hazardous waste (\$0.43). One large item per week.
Union Township	n/a				\$17/yr		Each resident must contract their own trash pickup through a private company, such as Granger or Waste Management. Republic Services (the City's contractor) does not provide privately contracted (subscription) services within the surrounding townships adjacent to the City. See note below for pricing. Recycling is included on the residential tax bills and recycling collection is performed by the County.

Note: Rates for subscription trash collection through a private hauler vary due to the hauler's variable pricing structure. This allows private haulers to offer lower introductory rates to entice customers to switch from one contractor to another. The average price of all homes in a subscription area surveyed will not be at the same price due to the variable rates offered.

Building Permits:

WHEREAS, the ordinance provision, Section 150.16 (A) requires the building permit fees be set by resolution of the City Commission,

WHEREAS, the ordinance provision, Section 150.16 (A) requires the determination of value or valuation shall be made by the Building Official and shall be used in computing the permit,

WHEREAS, the City Commission adopted fee/charges policy guidelines in July 2017,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are to be set to begin January 1, 2019

Building Fees	
Valuation/Cost <i>(based on State of Michigan cost table)</i>	Fee
\$0 – 500	\$30
\$501 - 1,000	\$50
\$1,001 - 10,000	\$50 + \$10/1000
\$10,001 - 20,000	\$150 + \$9/1000
\$20,001 - 40,000	\$240 + \$8/1000
\$40,000 - 100,000	\$400 + \$7/1000
\$100,001 - 300,000	\$820 + \$5/1000
\$300,001 - 500,000	\$1,820 + \$4/1,000
\$500,001 - 750,000	\$2,620 + \$3/1,000
\$750,001 & Up	\$3,370 + \$2/1,000

Special Permits	
Swimming Pool <i>(above-ground)</i>	\$75
Swimming Pool <i>(in-ground)</i>	\$150
Mobile Home Installation	\$100
Demolition & Moving Structure	\$150
Flammable Liquid Tanks	\$150
Temporary Structure <i>(tent, storage container)</i>	\$100

Temporary Certificate of Occupancy \$150

Temporary Business \$150

*(Halloween stores, temporary sales, etc. within
existing building for more than 30 days)*

BE IT FURTHER RESOLVED, that the current fee for Transfer of Permits, Reinstatement of Permits and Energy Code Plan Check be eliminated due to no longer applicable,

BE IT FURTHER RESOLVED, that the valuation cost shall be determined by the Building Official in accordance with the State of Michigan cost table.

Sign Permits:

WHEREAS, the ordinance provision, Section 154.605J requires the sign permit fees be set by resolution of the City Commission,

WHEREAS, the City Commission adopted fee/charges policy guidelines in July 2017,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are to be set to begin January 1, 2019

Sign Permits	
Valuation/Cost	Fee
\$0 - \$10,000	\$75
\$10,000 and Up	\$150

BE IT FURTHER RESOLVED, that the fee for Portable or Temporary Signs be eliminated as it is no longer applicable.

Appeals Board Filing Fees:

WHEREAS, the ordinance provision, Section 154.606(D) requires appeals board filing fees be set by resolution of the City Commission,

WHEREAS, the City Commission adopted fee/charges policy guidelines in July 2017,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are to be set to begin January 1, 2019

Appeals Boards Filing Fees	
Building, Fire and Sanitary Sewer	\$500
Zoning Board	\$500

BE IT FURTHER RESOLVED that appeals for interpretation shall be \$200.

Zoning & Planning Fees:

WHEREAS, the ordinance provision, Section 154 requires the Zoning & Planning fees be set by resolution of the City Commission,

WHEREAS, the City Commission adopted fee/charges policy guidelines in July 2017,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are to be set to begin January 1, 2019

Zoning & Planning Fees	
Site Plan <i>(Planning Commission review)</i>	\$730
Site Plan <i>(staff review)</i>	\$430
Rezoning	\$990
Special Use Permit <i>(with site plan)</i>	\$320
Special Use Permit <i>(without site plan)</i>	\$620
Planning Commission Special Meeting	\$230
Development Parcel Plan	\$450

DPW Permits:

WHEREAS, state statute requires right of way permit fees be set by resolution of the City Commission,

WHEREAS, the City Commission adopted fee/charges policy guidelines in July 2017,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are to be set to begin January 1, 2019

Department of Public Works Permits	
Right of Way Permits	\$25
Re-inspection of Right of Way Permits	\$25/trip

Downtown Parking Permits:

WHEREAS, the City owns parking lots in the downtown,

WHEREAS, part of the parking management program for some of the downtown lots is parking by permit only,

WHEREAS, the fee set for parking permits is set to cover costs and regulate parking,

NOW, THEREFORE, BE IT RESOLVED that the following fees be set to begin January 1, 2019

Downtown Parking Permits	
Annual Parking Permit <i>(daytime business)</i>	\$75
Semi- Annual Parking Permit - <i>(overnight)</i>	\$25

PEAK Fees:

WHEREAS, the ordinance provision, Section 97.04 requires Parks & Recreation fees be set by resolution of the City Commission,

WHEREAS, the City Commission adopted fee/charges policy guidelines in July 2017,

WHEREAS, the Mt. Pleasant Parks and Recreation Commission recommends the following fees,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are to be set to begin September 1, 2019

PEAK Middle School - After School	
Weekly	\$45
Daily	\$11
Scholarship – Weekly	\$30
Scholarship – Daily	\$7

Water Service Fees:

WHEREAS, the ordinance provision, Section 52.25 requires the water service fees be set by resolution of the City Commission,

WHEREAS, in order to defray the costs of owning, operating, and maintaining the Municipal Water System, the City needs to charge users of the systems, rates, fees and charges for connection to and use of that systems,

WHEREAS, such rates, fees and charges should be periodically reviewed to assure they are adequate to fully cover the system's cost,

NOW, THEREFORE, BE IT RESOLVED that the following fees be set to begin January 1, 2019

Water Service Fees	
5/8" Meter	\$175
1" Meter	\$275
Key Lock Valve - 5/8"	\$95
Key Lock Valve - 1"	\$145
Start & Final Meter Read <i>(if done by city staff)</i>	\$15
Service Turn Off <i>(at owner's request - after hours)</i>	\$125
Service Turn On <i>(at owner's request - after hours)</i>	\$125
Service Turn Off <i>(at owner's request - business hours)</i>	\$15
Service Turn On <i>(at owner's request - business hours)</i>	\$15
Damaged Meter Replacement <i>(installation)</i>	\$25
Calibration Check of Meter <i>(at owner's request - waived if found defective)</i>	\$75
Meter Removal & Storage <i>(at owner's request)</i>	\$60

Meter Reinstallation <i>(at owner's request)</i>	\$25
Hydrant Meter cost <i>(if not returned)</i>	\$1,000
Hydrant Meter Set-up	\$50
Hydrant Meter Tear-down	\$50
Contractor Water Usage - Annual	\$100

BE IT FURTHER RESOLVED, that the rate for afterhours service turn on/off shall be discounted 50% for emergency situations.

Water Demand:

WHEREAS, the ordinance provision, Section 52.25 (B)(1)(a) requires that Municipal Water System rates, fees and charges are to be set by resolution of the City Commission,

WHEREAS, in order to defray the costs of owning, operating, and maintaining the Municipal Water System, the City needs to charge users of the systems, rates, fees and charges for connection to and use of that systems,

WHEREAS, such rates, fees and charges should be periodically reviewed to assure they are adequate to fully cover the system's cost,

NOW, THEREFORE, BE IT RESOLVED that the following fees be set to begin January 1, 2019

Water Demand	
Meter Size	Monthly Fee
5/8"	\$11.09
1"	\$27.73
1.5"	\$55.46
2"	\$88.74
4"	\$177.48
3"	\$277.31
6"	\$554.62
10"	\$3,032.24

Note: Irrigation Meters are charged demand for six months

Refuse Bags & Tags:

WHEREAS, the ordinance provision, Section 50.07 (D) requires that city refuse bags and tags shall be sold at a price determined by the City Commission,

WHEREAS, the City contracts for solid waste collection,

WHEREAS, in order to cover the costs of solid waste collection, the City needs to charge users of the solid waste collection contractor rates, fees and charges,

WHEREAS, such rates, fees and charges should be periodically reviewed to assure they are adequate to cover the solid waste collection,

NOW, THEREFORE, BE IT RESOLVED that the following fees be set to begin January 1, 2019

Bag & Tag Wholesale	
Bag	\$2.55
Tag	\$3.15

Residential Curbside Recycling Pick up:

WHEREAS, the ordinance provision, Section 50.11 (c) requires fees be assessed for the service of curbside collection of recyclables shall be set by resolution of the Commission,

WHEREAS, the city contracts for curbside recycling pickup for residential units,

WHEREAS, in order to cover the costs of curbside recycling pickup, the City needs to charge residential users of the curbside recycling pickup contractor rates, fees and charges,

WHEREAS, such rates, fees and charges should be periodically reviewed to assure they are adequate to cover the residential curbside recycling pickup,

NOW, THEREFORE, BE IT RESOLVED that the following fees be set to begin January 1, 2019

Residential Curbside Recycling	
	Monthly Fee
	\$2.50

COMMISSION LETTER #196-18
MEETING DATE: NOVEMBER 26, 2018

TO: MAYOR AND CITY COMMISSION NOVEMBER 20, 2018

FROM: NANCY RIDLEY, CITY MANAGER *Nes*

SUBJECT: CONSIDER APPOINTMENTS TO THE VARIOUS CITY BOARDS AND COMMISSIONS AS RECOMMENDED BY THE APPOINTMENTS COMMITTEE

The Appointments Committee unanimously recommends the following reappointments and appointments to the various boards and commissions:

Airport Advisory Board

Sam Staples full term 12/31/18-12/31/21
Catherine Tilmann full term 12/31/18-12/31/21

Board of Review

Chris Cantrell full term 12/31/18-12/31/20
James Kridler full term 12/31/18-12/31/20
Catherine Tilmann full term 12/31/18-12/31/20

Building, Fire & Sanitary Sewer Board of Appeals

Joe Fleming full term 12/31/18-12/31/21
Larry Sommer full term 12/31/18-12/31/21

City/CMU Student Liaison Committee

Rick Rautanen full term 12/31/18-12/31/21

Cultural and Recreational Commission

Tim Coscarelly partial term 12/31/20

Dog Park Advisory Board

Anne Heideman full term 12/31/18-12/31/21

Downtown Development Authority

Tim Driessnack full term 12/31/18-12/31/22
Tom Krapohl full term 12/31/18-12/31/22

Economic Development Corporation/Brownfield Redevelopment Authority (EDC/BRDA)

Josh Agardy full term 12/31/18-12/31/24

Historic District Commission

Gary Mark full term 12/31/18-12/31/21
Julie Taylor full term 12/31/18-12/31/21

Isabella County Transportation Commission:

Rick Fockler full term 12/31/18-12/31/21

Local Officers Compensation Commission:

Jon Joslin full term 1/31/19-12/31/25

Parks and Recreation Commission:

Mary Alsager full term 12/31/18-12/31/21

Planning Commission:

Bill Dailey full term 12/31/18-12/31/21
Lesley Hoenig full term 12/31/18-12/31/21
Michael Kostrzewa full term 12/31/18-12/31/21

Zoning Board of Appeals:

Lara Raisanen full term 12/31/18-12/31/21

Recommended motion:

Move to approve the reappointments and appointments as recommended by the Appointments Committee.

NJR/ap

Tim Coscarally partial term ending December 31, 2020

Other eligible applicants:

Mary Alsager

Vincent Mumford

Dog Park Advisory Board:

*Anne Heideman December 31, 2021

Downtown Development Authority:

*Tim Driessnack December 31, 2022

*Tom Krapohl December 31, 2022

Economic Development Corporation/Brownfield Authority:

*Josh Agardy December 31, 2024

Historic District Commission:

Gary Mark December 31, 2021

*Julie Taylor December 31, 2021

Isabella County Transportation Commission:

*Rick Fockler December 31, 2021

Local Officers Compensation Commission:

*Jon Joslin December 31, 2025

Parks and Recreation Commission:

*Mary Alsager December 31, 2021

Planning Commission:

*Bill Dailey	December 31, 2021
*Lesley Hoenig	December 31, 2021
*Michael Kostrzewa	December 31, 2021

Zoning Board of Appeals:

*Lara Raisanen	December 31, 2021
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Appointments remaining to be filled in December:

One more position on Parks and Recreation

Reconfigured Principal Shopping District and TIFA board

9-1-1 Board

Positions remaining to be filled for which we have no applications:

Economic Development Corporation/Brownfield Authority

Isabella County Material Recovery Facility Governing Board

Local Development Finance Authority

Board & Commission Application

Submission ID	4148442778813699723
Submission Date	2018-10-08 16:44:37
Name:	James W. Kridler
Date:	10-08-2018 5:20 PM
Residence:	616 W. Preston Rd Mt. Pleasant, MI 48858
Telephone:	989/772-3529
Cell Phone:	989/824-0870 jimkridler@gmail.com
Please check all that apply:	I own property
Boards or Commissions in which you are interested. You may list more than one. Please list preferences in order. If your first choice is unavailable we may contact you for service on another board.	I would be happy to serve on any board or commission that needs representation.
Why are you interested in this particular board or boards?	I participated in the Citizens Academy and served on the AD HOC Committee re: Medical Marijuana. Those experiences have given me an interest in continuing involvement in City government.
Please list any community service and/or prior board or commission service, including the name of the board and term of service.	Citizens Academy 2017 MI State Police Citizens Academy 2016 Medical Marijuana AD HC Committee 2017
What experience or training do you have which might be of special value on this board or commission (i.e. education, job experience, length of residency, life in another community, etc.)?	I was a Student Affairs Officer for over 40 years. I served 4 different institutions as Dean of Students. I served on a BD of IED Committee in Kalamazoo re: Student Behavior Regulations and On BD of ED Committees in Alma re: School Budget Reductions

Please list three personal or business references, including contact information. (Please note if applying for the Principal Shopping District Board, one reference should be the name of business nominating/supporting your appointment.)	<p>Mr. John Zang</p> <p>Mr. Corey Dietrich</p> <p>Mr Tim Malmquist</p>
Chippewa River District Library Board of Trustees - Experience with the management, supervision and oversight of library facilities.	<p>Polycymaking</p> <p>Finance/Budget</p> <p>Knowledge of libraries</p>
City/CMU Student Liaison Committee -Experience with communication and problem solving.	<p>Higher education</p> <p>Neighborhood preservation</p> <p>Marketing and promotion</p>
Cultural & Recreational Commission -Experience and/or training in recreation activities.	<p>Fitness/Recreation</p>
Dog Park Advisory Board - Experience with policy making, implementation of policies, and conflict resolution. A love for dogs.	<p>Own a dog</p> <p>Policy making</p> <p>Conflict resolution</p>
Housing Commission - Experience and/or training in matters related to the housing industry, subsidized housing programs, or property management.	<p>Residential Real Estate</p>
Local Development Finance Authority (LDFA) -Experience with business or methods to increase taxable value within the University Smartzone.	<p>Higher education</p>
Parks and Recreation Commission -Experience and/or training in recreation activities or parks management.	<p>Fitness/Recreation</p>

**Planning Commission -
Experience in land use
related issues.**

Building Construction
Real Estate Development

**Zoning Board of Appeals -
Interest or knowledge of land
use related issues.**

Real Estate Development/Law

**9-1-1 Central Dispatch
Governing Board -Experience
in emergency management
response or social services
needs.**

Emergency response

CITY OF MOUNT PLEASANT

Application For Board Or Commission Appointment

In accordance with the City Charter, Michigan Constitution and U.S. Constitution, an individual must meet the following requirements in order to be appointed to a City board or commission: be eighteen (18) years of age or older; be a U.S. citizen; have resided in the state for at least six (6) months; and have resided in the City for at least thirty (30) days. By submitting this application you affirm that you meet these requirements.

Name TIMOTHY J COSCARELLY

Residence 1210 WENDROW WAY

Mailing Address (if different than above) _____

Telephone 772-1244 Email T.COSCARELLY@CHARTER.NET Date 4/18/08

Please check all that apply: I own ☒ property ☒ a business located within the city of Mt. Pleasant.

Board or Commission on which you are interested in serving. You may list more than one. Please see the back of this form for a complete list of City boards and commissions and their functions.

LOCAL OFFICERS COMPENSATION COMMISSION

Why are you interested?

TO HELP LOCAL GOVERNMENT

Please list any prior board or commission service, including name of board and term of service.

DOWNTOWN DEVELOPMENT AUTHORITY, TIFA, EDC, BROWNFIELD
CURRENT MEMBER SINCE 2006

What experience or training do you have which might be of special value on this Board or Commission (i.e. education, job experience, length of residency, life in another community, etc.)?

CMAA BUSINESS GRAD 1982, CPA AT RF MURRAY
AND CO 1982-1985, LABELLE MGT, CONTROLLER,
PROPERTY MGR AND CEO 1985-2007. RESIDENT
SINCE 1978.

Please list three personal or business references, including contact information.

PAUL MURRAY 772-1209
GLENN BLYSTONE 772-4673
TOM SULLIVAN 773-2600

Please return this form to the City Clerk, 401 North Main Street, Mt. Pleasant, MI 48858.
The submission of a resume is optional. Applications are kept on file for one year.



CITY OF MOUNT PLEASANT

Application for Board or Commission Appointment

In accordance with the City Charter, Michigan Constitution, and U.S. Constitution, an individual must be a registered voter in the City of Mt. Pleasant. By submitting this application you affirm that you meet this requirement. Limited exceptions for certain boards exist as indicated on the attached listing. For a complete description of each board and commission please see attached listing.
Applications will be kept on file for three calendar years.

Please note that all information submitted in this application is public information and subject to disclosure.

Name:

Gary Mark

Date: *

10-08-2018

at

1 ▼

Hour

10 ▼

Minutes

PM ▼



Residence:

1880 Woodland Drive
MT. Pleasant, Mi 48858

Mailing Address (if different than above):

Telephone:

989-772-0920

Cell Phone:

Same

E-mail

ex: myname@example.com

Please check all that apply:



I own property



I own a business located within the City of Mt. Pleasant



I rent property

1995mark51@gmail.com

Boards or Commissions in which you are interested. You may list more than one. Please list preferences in order. If your first choice is unavailable we may contact you for service on another board.

Historic District Commission

Why are you interested in this particular board or boards?

I am passionate about architecture & design, architectural preservation, reuse of historic buildings & maintaining the architectural integrity of M.P.

Please list any community service and/or prior board or commission service, including the name of the board and term of service.

None

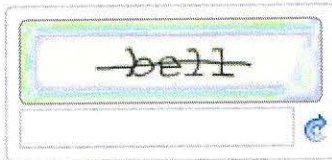
What experience or training do you have which might be of special value on this board or commission (i.e. education, job experience, length of residency, life in another community, etc.)?

Please list three personal or business references, including contact information. (Please note if applying for the Principal Shopping District Board, one reference should be the name of business nominating/supporting your appointment.)

David Ling
Kathy Ling
Jen Kline

Based on the board you are applying for, please check the appropriate box or boxes to indicate whether you have the stated experience or professional expertise that may be needed to fill a specific skillset. Please note these are desired qualifications. Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have the desired experience or expertise, you are urged to apply for consideration as the community is well served by citizens with diverse backgrounds.

Enter the message as it's shown *



Airport Advisory Board -Experience or knowledge in aviation businesses or pilot.

- ☐ Pilot ☐ Aviation businesses
☐ Federal Aviation Administration rules

Audit Committee-Accounting knowledge, particularly governmental accounting.

- ☐ Accounting ☐ Auditing
☐ Municipal Finance

Board of Review -Experience and/or training in matters related to real estate valuation.

- ☐ Banking/Finance ☐ Property Appraisal/Assessing
☐ Real Estate/Development/Law

Building Authority -Experience and/or training in matters related to real estate.

- ☐ Banking/Finance ☐ Property Appraisal/Assessing
☐ Real Estate/Development/Law (no agents or brokers)

Building, Fire, Housing and Sanitary Sewer Board of Appeals -Experience and/or training in matters relating to construction.

- ☐ Architecture ☐ Building Construction
☐ Engineering

* Chippewa River District Library Board of Trustees -Experience with the management, supervision and oversight of library facilities.

- ☐ Policymaking ☐ Advertising/Marketing/Public Relations
☐ Finance/Budget ☐ Knowledge of libraries

City/CMU Student Liaison Committee -Experience with communication and problem solving.

- ☐ Higher education ☐ Neighborhood preservation
☐ Marketing and promotion

Cultural & Recreational Commission -Experience and/or training in recreation activities.

- ☐ Fitness/Recreation ☐ Physical Education
☐ Advertising/Marketing/Public Relations

Dog Park Advisory Board -Experience with policy making, implementation of policies, and conflict resolution. A love for dogs.

- ☐ Own a dog ☐ Policy making
☐ Conflict resolution

Downtown Development Authority (DDA) -Experience with business or methods to increase taxable value within the identified Mission/Pickard District.

- ☐ Banking/Finance ☐ New business development
☐ Marketing and promotion ☐ Business recruitment and retention
☐ Real estate development

Economic Development Corporation/ Brownfield Redevelopment Authority (EDC/BRA) -Experience with business or methods to increase taxable value within the City.

- ☐ Banking/Finance ☐ New business development
☐ Real estate development ☐ Business recruitment and retention

Fire & Police Pension Board -Experience in investments or financial planning.

- ☐ Investments ☐ Accounting/Finance

Historic District Commission -Interest or knowledge in historic preservation.

- ☒ Architecture ☐ Building Construction/Engineering
☒ Historic Preservation

Housing Commission -Experience and/or training in matters related to the housing industry, subsidized housing programs, or property management.

- ☐ Residential Real Estate ☐ Property Management/Leasing
☐ Building Construction ☐ Low Income or Subsidized Housing
☐ Housing Development/Law

Isabella County Material Recovery Facility Governing Board -Experience with recycling or industrial-type processing.

- ☐ Recycle markets ☐ Recycle practices

Isabella County Transportation Commission -Experience and/or training in matters related to transportation.

- ☐ Engineering ☐ Transportation
☐ Transit (bus) user

Local Development Finance Authority (LDFA) -Experience with business or methods to increase taxable value within the University Smartzone.

- ☐ Higher education ☐ New business development
☐ Real estate development ☐ Business recruitment, retention and expansion

Local Officers Compensation Commission -Experience in elected local positions, volunteer, or compensation.

- ☐ Elected local official ☐ Finance/Budget
☐ Public Sector Compensation

Parks and Recreation Commission -Experience and/or training in recreation activities or parks management.

- ☐ Physical Education ☐ Advertising/Marketing/Public Relations
☐ Fitness/Recreation ☐ Landscape Architecture

Planning Commission -Experience in land use related issues.

- ☐ Building Construction ☐ Architecture/Landscape Architecture
☐ Land Use Planning ☐ Real Estate Development

Principal Shopping District Board -Experience with business or methods to increase taxable value with the identified downtown district.

- ☐ Marketing and promotion ☐ Business recruitment, retention and expansion
☐ New business development

Tax Increment Finance Authority (TIFA) -Experience with business or methods to increase taxable value within the identified two districts (Downtown and Industrial Park North).

- ☐ Marketing and promotion ☐ New business development
☐ Business recruitment and retention

Zoning Board of Appeals -Interest or knowledge of land use related issues.

- ☐ Architecture ☐ Building Construction
☐ Land Use Planning ☐ Real Estate Development/Law

9-1-1 Central Dispatch Governing Board -Experience in emergency management response or social services needs.

- ☐ Emergency response ☐ County-wide coordination

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 11/09/2018 THRU 11/21/18

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
11/09/2018	CITY TREASURER - UTILITIES	WATER/SEWER	\$5,091.24
11/13/2018	CITY TREASURER-PAYROLL FUND	REG PAY #426/ELECTION WKRS	261,969.73
11/20/2018	MEDIANEWS - 21CM ADVERTISING	CONTRACT SVCS	4,127.75
11/20/2018	AIRGAS USA, LLC	CONTRACT SVCS/CHEMICALS	3,048.02
11/20/2018	ALEXANDER CHEMICAL CORP	CHEMICALS	3,825.00
11/20/2018	ALL PRO EXERCISE	SUPPLIES	997.60
11/20/2018	AMERICAN LEGAL	CONTRACT SVCS	38.70
11/20/2018	ATI GROUP	CONTRACT SVCS	582.00
11/20/2018	BAY VALLEY OIL LLC	SUPPLIES/VEHICLE MAINT	190.00
11/20/2018	BLOCK ELECTRIC COMPANY	SUPPLIES	1,680.20
11/20/2018	BOUND TREE MEDICAL, LLC	SUPPLIES	154.98
11/20/2018	GARY BRANDT	FARMERS MKT TOKENS	648.75
11/20/2018	BS&A SOFTWARE	TRAINING	205.00
11/20/2018	C & O SPORTSWEAR	SUPPLIES	345.00
11/20/2018	C2AE	CONTRACT SVCS	3,839.53
11/20/2018	CARLSON - DIMOND & WRIGHT	SUPPLIES	4,114.22
11/20/2018	CARMEUSE LIME, INC.	CHEMICALS	7,344.27
11/20/2018	CDW GOVERNMENT, INC	SUPPLIES	5,594.47
11/20/2018	CENTURYLINK	COMMUNICATIONS	22.01
11/20/2018	CHARTER COMMUNICATIONS	CONTRACT SVCS	145.82
11/20/2018	CINTAS CORPORATION	SUPPLIES	72.05
11/20/2018	CLARK HILL P.L.C.	CONTRACT SVCS	350.00
11/20/2018	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
11/20/2018	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	735.00
11/20/2018	ZACH COLORES	CONTRACT SVCS	36.00
11/20/2018	CONSUMERS ENERGY	UTILITIES	41,812.23
11/20/2018	COYNE OIL CORPORATION	FUEL	1,566.18
11/20/2018	CBC CREDIT SERVICES, INC.	CONTRACT SVCS	40.00
11/20/2018	CUMMINS SALES AND SERVICE	CONTRACT SVCS	1,469.90
11/20/2018	W S DARLEY & CO.	SUPPLIES	249.03
11/20/2018	DICKINSON WRIGHT PLLC	CONTRACT SVCS	7,635.62
11/20/2018	KARA DOBULIS	CONTRACT SVCS	500.00
11/20/2018	CHRISTY DUSH	REIMBURSEMENT	117.21
11/20/2018	ETNA SUPPLY	SUPPLIES/CAPITAL ACQUISITIONS	1,109.03
11/20/2018	F & K TREE SERVICE	CONTRACT SVCS	420.00
11/20/2018	FERGUSON WATERWORKS #3386	METER REPLACEMENT	1,692.87
11/20/2018	FISHBECK, THOMPSON, CARR & HUBER	CAPITAL ACQUISITIONS	6,709.34
11/20/2018	FRONT LINE SERVICES, INC	SUPPLIES	800.00
11/20/2018	GRANGER	CONTRACT SVCS	65.00
11/20/2018	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	5,859.86
11/20/2018	GROUNDWORK CENTER FOR RESILIENT	CONTRIBUTION-A2TC PHASE II	5,000.00
11/20/2018	HACH COMPANY	CHEMICALS/SUPPLIES	1,083.54
11/20/2018	HALT FIRE	SUPPLIES	145.77

CHECK DATE FROM 11/09/2018 THRU 11/21/18

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
11/20/2018	HAVILAND PRODUCTS COMPANY	CHEMICALS	1,170.00
11/20/2018	HCC LIFE INS. CO	ADMIN - STOP LOSS INS	14,197.30
11/20/2018	HIRERIGHT	CONTRACT SVCS	30.08
11/20/2018	ISABELLA CO TRANSP COMM	CONTRACT SVCS	250.00
11/20/2018	THE ISABELLA CORPORATION	CONTRACT SVCS	9,871.00
11/20/2018	ISABELLA COUNTY	CONTRACT SVCS	64.00
11/20/2018	JAMIE RAYMOND	REIMBURSEMENT	16.62
11/20/2018	JOHN E. GREEN COMPANY	CONTRACT SVCS	4,750.00
11/21/2018	BRIAN KENCH	REIMBURSEMENT	173.31
11/20/2018	KENNEDY INDUSTRIES, INC	CONTRACT SVCS	2,875.00
11/20/2018	KRAPOHL FORD LINCOLN MERC	SUPPLIES/VEHICLE/CAP ACQU.	107,989.12
11/20/2018	KYCONN, LLC	CONTRACT SVCS	100.00
11/20/2018	MAK ENTERPRISES, LLC	CONTRACT SVCS	5,039.84
11/20/2018	MANPOWER	CONTRACT SVCS	936.00
11/20/2018	MHOK, PLLC	CONTRACT SVCS	7,193.00
11/20/2018	MCKENNA	CONTRACT SVCS	1,500.00
11/20/2018	MCLAREN CORPORATE SERVICES	CONTRACT SVCS	480.00
11/20/2018	MCLAREN HOSPITAL	SEWER CREDIT/COOLING TOWER	7,953.88
11/20/2018	STATE OF MICHIGAN	CONTRACT SVCS	10,871.54
11/20/2018	MICHIGAN MUNICIPAL LEAGUE	CONTRACT SVCS	61.68
11/20/2018	MID MICHIGAN AREA CABLE	CONTRACT SVCS	450.00
11/20/2018	MIDLAND DAILY NEWS	CONTRACT SVCS	339.52
11/20/2018	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	6,320.00
11/20/2018	MICHIGAN PIPE & VALVE	METER REPLACEMENT	337.50
11/20/2018	MP AREA COMMUNITY FOUNDATION	CONTRACT SVCS	1,650.00
11/20/2018	MT PLEASANT HEATING	SUPPLIES	385.00
11/20/2018	MT PLEASANT TIRE SERVICE, INC	SUPPLIES/VEHICLE MAINT	240.00
11/20/2018	MICHIGAN STATE FIREMEN'S ASSOC	DUES	75.00
11/20/2018	R & T MURPHY TRUCKING, LLC	CONTRACT SVCS	4,312.50
11/20/2018	NALCO COMPANY LLC	CHEMICALS	834.24
11/20/2018	NCL OF WISCONSIN	CHEMICALS	1,945.90
11/20/2018	NYE UNIFORM COMPANY	UNIFORMS	2,788.95
11/20/2018	OFFICE DEPOT	SUPPLIES	171.66
11/20/2018	PARAGON LABORATORIES, INC.	CONTRACT SVCS	2,339.00
11/20/2018	PLEASANT GRAPHICS, INC	SUPPLIES	591.00
11/20/2018	PVS STEEL SERVICES, INC	CHEMICALS	5,427.54
11/20/2018	ALEIGHA REINSBERG	REFUND	30.50
11/20/2018	BEN ANDERA	REFUND	30.50
11/20/2018	GABRIEL SHEPPARD	REFUND	30.50
11/20/2018	BRYNN GUDEMAN	REFUND	17.50
11/20/2018	JOELLEN LEWSADER	REFUND	20.00
11/20/2018	REPUBLIC SERVICES #239	CONTRACT SVCS	15,522.47
11/20/2018	ROMANOW BUILDING SERVICES	SUPPLIES/CONTRACT SVCS	5,953.06
11/20/2018	ROWE PROFESSIONAL SERVICES	CONTRACT SVCS	2,796.75

CHECK DATE FROM 11/09/2018 THRU 11/21/18

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
11/20/2018	MELINDA SALCHERT	REIMBURSEMENT	57.77
11/20/2018	SANDLOT SPORTS	SUPPLIES	1,110.00
11/20/2018	SCIENTIFIC BRAKE & EQUIPMENT CO	CAPITAL ACQUISITIONS	4,076.00
11/20/2018	SHANNON CHEMICAL CORP	CHEMICALS	383.40
11/20/2018	SIMPLY ENGRAVING	SUPPLIES	219.76
11/20/2018	SPACE	SUPPLIES	1,488.00
11/20/2018	STATE WIRE AND TERMINAL, INC.	SUPPLIES	58.03
11/20/2018	SUPERION, LLC	2018 RMS MAINTENANCE	63,323.92
11/20/2018	THIELEN TURF IRRIGATION, INC	CONTRACT SVCS	70.00
11/20/2018	TRUGREEN	CONTRACT SVCS	167.00
11/20/2018	UNIFIRST CORPORATION	CONTRACT SVCS	292.75
11/20/2018	VANGUARD FIRE & SECURITY SYSTEMS	CONTRACT SVCS	1,931.41
11/20/2018	WASTE MANAGEMENT	CONTRACT SVCS	856.11
11/20/2018	WATERTAP INC	CAPITAL ACQUISITIONS	3,500.00
11/20/2018	LOUISE WYMER	FARMERS MKT TOKENS	270.70

COMM TOTALS:

Total of 102 Checks:	\$687,552.23
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Less 0 Void Checks:	0.00
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Total of 102 Disbursements:	\$687,552.23
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