

Regular Meeting of the City Commission
Monday, April 12, 2021
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Introduction of recent City employees hired.

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

2. City Manager report on pending items.
 - a. Monthly report on police related citizen complaints.
3. Minutes of the Tax Increment Finance Authority (January).
4. Minutes of the Parks and Recreation Commission (February).
5. Minutes of the Traffic Control Committee (January).
6. Resignation of Jim Horton from the Tax Increment Finance Authority (TIFA) Board (term to expire December 31, 2022).
7. Correspondence received regarding pickleball facilities.
8. Receipt of Certificate of Achievement for Excellence in Financial Reporting.

CONSENT CALENDAR: DESIGNATED (*) ITEMS

CITY COMMISSION MINUTES

- * 9. Approval of the minutes of the regular meeting held March 22, 2021.

PUBLIC HEARINGS:

10. Public hearing on recommended rezoning request from CD-3 (Sub-Urban) to CD-4 (General Urban) for 1024 & 1026 S. University and consider approval of ordinance on the same.
11. Public hearing on recommended text change to Table 154.410.A to permit music, art and dance studios in the SD-I District and consider approval of ordinance on the same.

STAFF RECOMMENDATIONS AND REPORTS:

All interested persons may attend and participate. Persons with disabilities who need assistance to participate may call the Human Resources Office at 989-779-5313. A 48-Hour advance notice is necessary for accommodation. Hearing or speech impaired individuals may contact the City via the Michigan Relay Service by dialing 7-1-1.

12. Bids and Quotations

a. Parking lot #6 and #8 reconstruction

* b. Parks Department Mower

* c. HVAC Improvements

* d. Plow Truck Cab & Chassis

* e. Mill Pond Park Fishing Deck Replacements

* 13. Consider resolution supporting amended water meter installation kit fee.

14. Consider contract amendment with environmental firm for additional landfill evaluation services.

* 15. Consider resolution in support of final approval of Temporary Traffic Control Order # 2-2020.

16. Consider budget amendment for Broadway Street closure.

* 17. Receive proposed 2022-2027 Capital Improvement Plan and set a public hearing for May 24, 2021 on the same.

18. Receive information on Neighborhood Enhancement Grant Liens and consider update to program parameters.

* 19. Consider new sub-recipient agreement with Northern Initiatives and Michigan Economic Development Corporation (MEDC).

* 20. Consider resolution extending conditional approval of a Recreational Marijuana Class C grow Operation for Absolute Royale Inc.

* 21. Consider License Agreement with Central Michigan University for wayfinding signs.

* 22. Consider partial Release of Easement for detention pond maintenance in Industrial Park North.

* 23. Consider Michigan Department of Transportation (MDOT) Resolution authorizing approval of contract to receive funds for acquisition of easements for approach slope clearing.

* 24. Consider budget amendments for Water Resource Recovery Facility (WRRF) projects carried forward from 2020.

25. Consider appointments to the various boards and commissions as recommended by the Appointments Committee.

- * 26. Approval of payrolls and warrants.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

CLOSED SESSION: (None scheduled at this time)

RECESS:

WORK SESSION:

27. Water Resource Recovery Facility bonding next steps.

28. OPRA District and Policy.

ADJOURNMENT:

COMMISSION LETTER #054-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER *Nes*

SUBJECT: CITY MANAGER REPORT ON PENDING ITEMS

This report on pending items reflects the current status of tasks that were previously agreed to. The listing of potential items for discussion will be kept separately for future reference based on the preferred direction to focus on local economic development type matters and programs first.

1. Task Related Issues:

SHORT DESCRIPTION OF TOPIC	MEETING TOPIC WAS AGREED TO	REQUESTED DUE DATE	STATUS AS OF 4-12-2021
Website Content Policy Develop draft policy regarding purpose of website and what information should/should not be posted	May 28, 2019	Anytime in the next year.	
New Motions/Amended Motions Onscreen Staff to investigate ability to put typed version of new and amended motions on big screen	July 8, 2019	None	Will consider as part of the AV equipment replacement in 2021.
Principal Shopping District Investigate for next assessment roll whether new businesses can be granted a lower special assessment amount in first years of business	July 8, 2019	None	Will be evaluated by Principal Shopping District as recommended special assessment is developed in 2021.
Housing Study Follow-Up Staff to work with Planning Commission and others to recommend ordinance amendments and programs as generally agreed to for implementation	July 13, 2020	None	In process-Will work with Dr. Colarelli on possibility of coordinating fall focus groups on owner-occupied incentive follow-up.
Charter Changes Staff to work with City Attorney to draft language for 4-year City Commission terms and 2-year Mayor and Vice Mayor terms	February 8, 2021	None	Based on work session of February 8, 2021, City Attorney and City Manager will redraft resolution on 4-year terms and recommend date for consideration.

SHORT DESCRIPTION OF TOPIC	MEETING TOPIC WAS AGREED TO	REQUESTED DUE DATE	STATUS AS OF 4-12-2021
Downtown Analysis Follow-Up Staff to work with Planning Commission and complete additional research to recommend ordinance and programs/policies as generally agreed to for implementation	August 10, 2020	None	In process. First floor residential zoning change approved. OPRA district and policy is subject of April 12 Work Session.
PILOT Ordinances Staff to provide a summary of end dates and if there are options for closing out any.	October 12, 2020	None	
Local Economy Schedule listening sessions with economic development partners and some local businesses to discuss post pandemic needs and potential program/policy changes	February 22, 2021	ASAP	First meeting with 3 City Commissioners, economic development partners and City staff confirmed for April 12.
Local Economy Provide recommendation for budget amendment for amenities and activities for Broadway Street closure based on March 22 work session.	March 22, 2021	ASAP	On this April 12 agenda for action.

2. Tentative Work Session Schedule:

April 12 Wastewater Treatment Plan Bonding next steps
OPRA District and Policy

April 26 Discuss potential 2021 millage adjustment
Capital Improvement Plan

May 10 Capital Improvement Plan

May 24 Principal Shopping District Special Assessment?

June 14 American Rescue Plan options? (dependent on Treasury guidance received)

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

City of Mt. Pleasant, Michigan



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

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

PUBLIC WORKS
320 W. Broadway • 48858
(989) 779-5400
(989) 772-6250 fax

January 25, 2021 MINUTES – TAX INCREMENT FINANCE AUTHORITY (TIFA)

MEMBERS PRESENT

R. Blizzard	P	12/31/2021
Vacant	NA	12/31/2022
Vacant	P	12/31/20
J. Horton	P	12/31/22

M. McAvoy	P	12/31/2020
R. Swindlehurst, Chair	P	12/31/2022
B. Wieferich, Vice Chair	P	12/31/22
M. Sponseller, Staff	P	N/A

A = Absent without notification

P = Present

EA = Excused Absence

N/A = Not Applicable

Guests: Bill Mrdeza

Roll Call Notes: Meeting held via Zoom.

I.) CALL TO ORDER

Call to order at 8:31am

II.) ROLL CALL AND INTRODUCTIONS

Board member roll listed above with attendance.

III.) ELECTION OF OFFICERS

Motion to continue the current slate of officers.

M = McAvoy

S = Horton

Motion approved

IV.) CHANGES/ADDITIONS TO AGENDA

None

V.) MINUTES

Motion to approve the regular November 2020 minutes as presented.

M = Blizzard

S = Horton

Motion approved

VI.) RECEIPT OF COMMUNICATION

A.) DOWNTOWN DIRECTORS REPORT

Receipt of November Downtown Development Directors report. No action taken.

VII. PUBLIC COMMENT

No public comment.

VIII. OLD BUSINESS

A.) NONE

IX.) NEW BUSINESS**A. 2021 MEETING SCHEDULE**

Motion to approve the regular 2021 meeting schedule.

M = Blizzard

S = Horton

Motion approved

2021-22 Meeting Dates:

March 23

May 24

July 26

September 27

November 22

January 24, 2022

IX.) NEW BUSINESS**A. REVIEW OF 2020 BUSINESS INCENTIVES**

Motion to continue the marketing business incentives as is.

M = Blizzard

S = Weiferich

Motion approved

X.) OTHER/ADDITIONS TO AGENDA

- Request staff look into Industrial Park North use.

XI.) ADJOURNMENT

Meeting adjourned 9:13am.

APPROVED MINUTES

**Mt. Pleasant Parks and Recreation Commission
Electronically Conducted Regular Meeting
Tuesday, February 23, 2021, 6:00 p.m.**

CALL TO ORDER 6:01 p.m.

PLEDGE OF ALLEGIANCE

ATTENDANCE/DECLARATION OF QUORUM – ROLL CALL AND LOCATION IDENTIFICATION

- A. Commission Members Present: Jim Batcheller, Liz Busch, Pete Little, Brian Sponseller, Desirea Woodworth
All members present in Mt. Pleasant, Isabella County, Michigan
- B. Commission Members Absent: Brian Mitchell
- C. Parks and Recreation Staff: Brune, Bundy, Longoria, Way

APPROVAL OF AGENDA/MINUTES & COMMISSION BUSINESS

- A. Changes/Approval of Agenda – motion by Batcheller, second by Sponseller to approve the agenda as presented. All Ayes.
- B. Approval of Minutes – Motion by Busch, second by Sponseller to approve the meeting minutes from Tuesday, January 26, 2021. All Ayes.

ELECTION OF VICE-CHAIR – In January, the commission elected Jef Fisher as vice-chair and he has since resigned due to job opportunity in another city.

Floor opened by Chair Little for position of vice-chair. Busch nominates Woodworth, second by Batcheller. Voting took place and Desirea Woodworth unanimously elected as vice-chair for the remainder of 2021.

PUBLIC COMMENTS - none

PUBLIC HEARING – Adopt a Bench – public hearing opened by Chair Little. After receiving no public comments, motion by Batcheller, second by Sponseller to approve the bench application petitioned by Carol Siefker in memorial of Larry Siefker and directs staff to complete the Lifecycle Agreement for the installation and maintenance of a bench per the City's Adopt A Bench policy. Rollcall vote All Ayes.

DEPARTMENT REPORTS

- A. Parks – Director Bundy reported on the following:
 - Park Staff working on snow removal and restroom updates. Island Park North Restroom steel doors and frames to be replaced first week of March with rust proof FRP material. Restrooms will be closed for about 2-3 days for the work to be done.
 - Full-time park staff working on requirements to fulfill city training requirements (i.e. CDL, Playground Safety, heavy equipment operation). All staff has now completed CDL requirements.

- Volunteer groups have been making requests to help with parks projects. Current CMDHD order is still in place limiting outdoor gatherings to 25.
- Director Bundy announced his retirement from the City after 32 years of service. During an anticipated transition period, Recreation Director Longoria will serve as City staff liaison to the Parks & Recreation Commission.

B. Recreation – Director Longoria reported on the following:

- Youth drop-in football program started Sunday 2/21 at Island Park
- Spring sports registration ongoing
- Farmer's market vendor group met via Zoom. Staff received positive feedback.
- Staff working on a collaboration with CRDL, CFX, Art Reach and Discovery Museum to come up with an Easter celebration event.
- Isabella Bank Sponsorship – Isabella Bank has agreed to renew the \$20k yearly sponsorship. Agreement sent to City Manager for approval, which was then forwarded to City attorney for final review.
- Staff working with CMU RPL350 class to offer outdoor activities and programming.
- Drive-in movie (Yogi Bear) this weekend Friday and Saturday at Island Park, free to the public.
- PEAK afterschool program ongoing, staffing in place and very few COVID related issues at all five sites.
- Staff met with MPPS Superintendent to discuss summer camps locations; camps were approved for all sites.

OLD/NEW BUSINESS

- A. 2021 CIP Update – As was discussed at last month's meeting, additional proposed 2021 Parks projects were submitted to the City Commission for consideration. The following projects have been approved by the City Commission:

\$48,000 Conversion of Island Park tennis court to 6-8 pickle ball courts

\$22,000 Purchase additional fitness equipment for new I.P. trail loop

\$25,000 Mill Pond parking lot repair

Projects carried over from last year include:

Pedestrian bridge deck updates

Mill Pond Fishing deck replacement

M20 Pedestrian Bridge repainting (work with MDOT)

Chair Little asked about the cost of pickle ball courts, what does this include?

Potential for 6-8 new Pickle Ball courts, remove existing tennis posts and grind down metal sleeves and any protruding concrete slab material to make a smooth surface, install new Pickle Ball Court posts and nets, patch any existing cracks in asphalt and repaint courts to current standards. If funds remain may include a 4' fence between sets of Pickle Ball courts.

OTHER BUSINESS/COMMISSIONER COMMENTS - None

ADJOURNMENT 6:31 p.m.

Traffic Control Committee Agenda

Thursday, January 28, 2021 at 8:00 a.m. – on ZOOM

Present: Paul Rocheleau, Jason Moore, Michelle Sponseller, Stacie Tewari, Matt Weaver, Jacob Kain

Absent: Andy Latham, Chad Sapp

Visitors: Andy Theisen Jr., Andy Theisen Sr. (Regarding Sacred Heart Academy Parking Signage)

- Approve minutes of meeting held October 22, 2020
 - Approved.
- Request received to add additional signage for parking at Sacred Heart Academy on Michigan Street
 - Request to place drop-off/pick-up signs in the first three spaces east of University on the south side of Michigan. TCC approved contingent upon a discussion with the adjacent property owner, George Ronan. Michelle to contact George. If approved, Stacie to coordinate signage wording with Sacred Heart Academy.
- Request to remove current “No Parking” and “Bus Loading Zone” signs on East Bennett Street in front of the former Kinney Elementary School (Mt. Pleasant Public Schools Administration Building)
 - Approved. Stacie to prepare TCO.
- Request TCC evaluate need for parking restrictions on south side of E. Wisconsin, between Mission and Anna Streets.
 - Tammy Bow to contact Republic to make them aware of trash pick up issue at this house. Not a parking issue.

Agenda item requests for next meeting:

- Jacob to discuss 2022 goals for traffic calming in the city. Look at ideas, locations, funding sources.
- Michelle to discuss new parking lot signage for downtown parking lots.

Next Meeting scheduled for March 25, 2021 on Zoom

Subject: FW: TIFA Resignation - Jim Horton

From: Sponseller, Michelle
Sent: Monday, March 22, 2021 11:07 AM
To: Ridley, Nancy <NRIDLEY@mt-pleasant.org>
Cc: Mrdeza, William <wmrdeza@mt-pleasant.org>
Subject: TIFA Resignation - Jim Horton

Nancy;

Jim Horton has resigned from TIFA as he no longer has an interest in the property or business within the district. Email chain on this is below.

Please let me know if you have any questions.

Michelle Sponseller

Downtown Development Director
City of Mt. Pleasant
320 W. Broadway Street, Mt. Pleasant MI 48858
Phone: (989) 779-5348
Email: msponseller@mt-pleasant.org
Website: www.mt-pleasant.org or www.downtownmp.com



From: Jim Horton <jim@aspirerx.com>
Sent: Saturday, March 20, 2021 7:51 AM
To: Sponseller, Michelle <msponseller@mt-pleasant.org>
Subject: Re: TIFA Meeting Packet and Reminder

EXTERNAL Message Warning

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. I appreciate that.

Get [Outlook for Android](#)

From: Sponseller, Michelle <msponseller@mt-pleasant.org>
Sent: Friday, March 19, 2021 7:29:43 AM
To: Jim Horton <jim@aspirerx.com>
Subject: RE: TIFA Meeting Packet and Reminder

Well, if you don't own property or have business interest in the TIFA district you won't be able to serve. I'll be sad to see you step off the board as you've been a great member of TIFA.

Michelle Sponseller

Downtown Development Director

City of Mt. Pleasant

320 W. Broadway Street, Mt. Pleasant MI 48858

Phone: (989) 779-5348

Email: msponseller@mt-pleasant.org

Website: www.mt-pleasant.org or www.downtownmp.com



From: Jim Horton <jim@aspirerx.com>

Sent: Friday, March 19, 2021 6:47 AM

To: Sponseller, Michelle <msponseller@mt-pleasant.org>

Subject: Re: TIFA Meeting Packet and Reminder

EXTERNAL Message Warning

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

No.

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From: Sponseller, Michelle <msponseller@mt-pleasant.org>

Sent: Wednesday, March 17, 2021 8:21:43 PM

To: Jim Horton <jim@aspirerx.com>

Subject: Re: TIFA Meeting Packet and Reminder

Do you still own the property or building? If so, you will still be eligible.

Michelle

Sent from my iPhone

On Mar 17, 2021, at 8:13 PM, Jim Horton <jim@aspirerx.com> wrote:

EXTERNAL Message Warning

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michelle,

I may not be eligible anymore for the board. I have retired from the pharmacy operation.

Let me know.

Thanks,

Jim Horton

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From: Sponseller, Michelle <msponseller@mt-pleasant.org>

Sent: Wednesday, March 17, 2021 4:16:10 PM

Subject: TIFA Meeting Packet and Reminder

Good afternoon TIFA members!

Attached is the packet for Monday's virtual meeting and the Zoom meeting details are below.

Please let me know if you have any questions or will be unable to attend.

Join Zoom Meeting

<https://us02web.zoom.us/j/83990688064?pwd=M2VIZUFNVytLbytCcWw4ZFNIVmpoQT09>

Meeting ID: 839 9068 8064

Passcode: 320320

One tap mobile

+19292056099,,83990688064#,,,,*320320# US (New York)

+13017158592,,83990688064#,,,,*320320# US (Washington DC)

Michelle Sponseller

Downtown Development Director

City of Mt. Pleasant

320 W. Broadway Street, Mt. Pleasant MI 48858

Phone: (989) 779-5348

Email: msponseller@mt-pleasant.org

Website: www.mt-pleasant.org or www.downtownmp.com

<image001.jpg>

March 17, 2021

City Commission
City of Mt. Pleasant
320 West Broadway
Mt. Pleasant, MI 48858

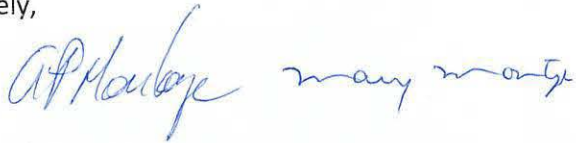
Re: Pickleball Facilities

Dear City Commissioners:

On behalf of our steadily growing pickleball group in Mt. Pleasant, we want to thank you for your efforts in creating a better facility for us in which to play. We understand that you have provided funding for renovation of the Island Park tennis facilities during 2021, and the creation of pickleball facilities at Horizon Park in 2022. We believe a new facility will draw even more community members to the sport.

Thank you for your support of providing pickleball facilities in Mt. Pleasant!

Sincerely,

A handwritten signature in blue ink, appearing to read "Allen and Mary Montoye". The signature is written in a cursive, flowing style.

Allen and Mary Montoye



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

3/30/2021

Mary Ann Kornexl
Finance Director
City of Mount Pleasant, Michigan

Dear Ms. Kornexl:

Congratulations!

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended December 31, 2019 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2020 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent comprehensive annual financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your comprehensive annual financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



The Government Finance Officers Association of
the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Mary Ann Kornexl

Finance Director
City of Mount Pleasant, Michigan



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 3/30/2021

Minutes of the electronically conducted regular meeting of the City Commission held Monday, March 22, 2021, at 7:00 p.m.

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

Commissioners Present: Mayor William Joseph and Vice Mayor Amy Perschbacher; Commissioners Mary Alsager, Olivia Cyman, George Ronan and Petro Tolas. All Commissioners present indicated they were in Mt. Pleasant, Isabella County, Michigan.

Commissioners Absent: Commissioner Lori Gillis

Others Present: City Manager Nancy Ridley and Acting City Clerk Christopher Saladine

All present attended virtually via Zoom video conference.

Receipt of Petitions and Communications

Received the following petitions and communications:

1. City Manager report on pending items.
2. Planning Commission Meeting Minutes. (February)
3. Downtown Development Authority Meeting Minutes. (March)

Item #17 "Approval of Payrolls and Warrants" was added to the Consent Calendar.

Moved by Commissioner Tolas and supported by Commissioner Alsager to approve the following items on the Consent Calendar:

1. Minutes of the electronically conducted Special meeting of the City Commission held Tuesday, March 2, 2021.
2. Minutes of the electronically conducted Joint Special meeting of the City Commission held Thursday, March 4, 2021.
3. Minutes of the electronically conducted regular meeting of the City Commission held March 8, 2021.
4. Authorize the purchase of two police patrol vehicles from Krapohl Ford at \$75,886.
5. Bid of The Isabella Corporation of Mt. Pleasant, Michigan for the 2021 Gaylord Street Reconstruction project for \$339,533 and approve a budget amendment of \$74,530 for the same.
6. Bid of K & B Asphalt Sealcoating, Inc. of Adrian, Michigan for the Crack Sealing Project in the amount of \$50,000.
7. Bid of The Isabella Corporation of Mt. Pleasant, Michigan for the 2021 Sidewalk Project in the amount of for \$117,207 and the appropriate budget amendment.
8. Authorize an advanced commitment of 500 tons of road salt for 2022 through the State of Michigan MiDeal Purchasing Program.
9. Receive recommended rezoning request from CD-3 (Sub Urban) to CD-4 (General Urban) for 1024 & 1026 S. University and consider setting a public hearing for Monday, April 12, 2021 on the same.

10. Receive recommended text change to Table 154.410.A to permit music, art and dance studios in the SD-1 District and consider setting a public hearing for Monday, April 12, 2021 on the same.
11. Warrants dated March 1, 2, 4, 8 & 9, 2021 and Payrolls dated March 5, 2021 all totaling \$955,635.88

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

A Public Hearing was held on proposed ordinance to amend Chapter 154: ZONING ORDINANCES, §154.203.F *Residential/Dwelling Use Only* and §154.410.B *Special Uses* and Table 154.410.A *Building and Lot Principal Use* of the Mt. Pleasant City Code of Ordinances. There being no public comment, the Mayor closed the Public Hearing.

Moved by Commissioner Alsager and supported by Commissioner Ronan that Ordinance 1065, an Ordinance to amend Chapter 154: ZONING ORDINANCES, §154.203.F *Residential/Dwelling Use Only* and §154.410.B *Special Uses* and Table 154.410.A *Building and Lot Principal Use* of the Mt. Pleasant City Code of Ordinances, having been introduced and read, now be passed, ordained and ordered published.

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

Approved submission of City requests for Saginaw Chippewa Indian Tribe two percent allocations with a summary of the Commission's top priorities.

Moved by Commissioner Ronan and supported by Commissioner Alsager to rescind the October 2015 Fair Housing Policy for the Central Business District since the Human Rights Ordinance provides appropriate guidance.

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

Moved by Commissioner Tolas and supported by Commissioner Alsager to approve the Economic Opportunity Policy for Section 3 covered contracts as presented. (CC Exh 3-2021)

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

Moved by Commissioner Alsager and supported by Commissioner Tolas to approve the resolution defining slum and blighted areas for CDBG activities as presented.

WHEREAS, Community Development Block Grants (CDBG) and other sources of funding may be available from time to time for redevelopment of slum and blighted areas; and

WHEREAS, it is appropriate to define “blighted area” for purposes of designation of such areas specific to circumstances when funds are granted for preservation, improvement, and redevelopment in a manner consistent with CDBG program requirements and State law;

NOW, THEREFORE, BE IT RESOLVED, the City Commission of the City of Mt. Pleasant, MI, duly assembled this 22nd day of March, 2021, adopts the following definition of a “Slum and Blighted Area” for purposes of designating areas, making application for funds, and expenditure of funds for the improvement, preservation, conservation, or redevelopment of such areas as may be identified by a future resolution of the City Commission which specifically describes the area and identifying the conditions which meet the standards in the definition.

BE IT FURTHER RESOLVED, that in accordance with State law, a “Slum and Blighted Area” means any improved or vacant area within identified boundaries located within the territorial limits of the municipality, which meets state law and the following CDBG definition:

Public improvements are in a general state of deterioration in the designated area, or a substantial number of buildings in the designated area are deteriorated or deteriorating, and at least 25% of the properties in the area have one or more of the following characteristics:

- Physical deterioration of buildings or improvements
- Abandonment of properties
- Chronic high turnover or vacancy rates in commercial/industrial buildings
- Significant decline in property values or abnormally low property values in relation to other areas in the community; or
- Known or suspected environmental contamination.

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gills

Motion carried.

Moved by Commissioner Tolas and supported by Commissioner Alsager to authorize the Mayor to sign the Agreement for Annexation and Detachment of Property with Charter Township of Union as presented.

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

Moved by Commissioner Tolas and supported by Commissioner Alsager to authorize the Mayor to sign the appropriate MSHDA documents for the acceptance of the \$30,000 Neighborhood Enhancement Program Grant, approve the allocation of \$60,000 of HODAG Funds and endorse the program parameters as presented.

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

Moved by Commissioner Alsager and supported by Commissioner Tolas to approve the resolution extending conditional authorization for MI Operations LLC Medical Marihuana Class A grower license at 1110 N. Fancher as presented.

WHEREAS, MI Operations LLC received a conditional authorization for a Class A Medical Marihuana Grower on February 9, 2021; and

WHEREAS, Section 112.03(E) of the Mount Pleasant City Code of Ordinances requires the City Clerk to grant final authorization for conditionally authorized medical marihuana facilities if the applicant: (1) Submits the paperwork for the facility-specific step of the application for a state operating license (and all related applications for stacked licenses) to LARA within 30 days of receiving conditional authorization; (2) Submits an application for special use authorization pursuant to section 154.410(B)(4)(p) of the zoning ordinance within 30 days of receiving conditional authorization; (3) Obtains special use authorization within six months of receiving conditional authorization; and (4) Obtains a state operating license within 18 months of receiving conditional authorization; and

WHEREAS, MI Operations LLC has satisfied the requirements of Sections 112.03(E) (2) and (3) of the Mount Pleasant City Code of Ordinances and obtained a Special Use Permit from the Planning Commission on March 4, 2021; and

WHEREAS, MI Operations LLC has not yet satisfied the requirements under Section 112.03(1); and

WHEREAS, the conditional authorization granted to MI Operations LLC will otherwise expire because the applicant has not submitted the paperwork for the facilityspecific step of the application for a state operating license (and all related applications for stacked licenses) to LARA within 30 days of receiving conditional authorization as specified under Section 112.03(E)(1); and

WHEREAS, MI Operations LLC has requested a nine (9) month extension to meet the requirement of Section 112.03(E)(1) for cause as outlined in their March 16, 2021 request for extension; and

WHEREAS, Section 112.03(F) of the Mount Pleasant City Code of Ordinances authorizes the City Commission to extend any of the deadlines required by Section 112.03(E) upon a showing of good cause.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Commission of the City of Mount Pleasant finds that MI Operations LLC has established good cause to extend the deadline to meet the requirements of Section 112.03(E)(1).

2. MI Operations LLC's request under Section 112.03(F) for a nine-month extension to satisfy the requirements of Section 112.03(E)(1) for their Class A Medical Marihuana Grower

located at 1110 N. Fancher is granted and the deadline date to satisfy such requirements shall be December 11, 2021.

3. Except as otherwise modified by this Resolution, all other deadlines established by Chapter 112 of the Mount Pleasant City Code of Ordinances shall remain in full force and effect.

AYES: Commissioners Alsager, Cyman, Joseph, Perschbacher, Ronan & Tolas

NAYS: None

ABSENT: Commissioner Gillis

Motion carried.

Announcements on City-Related Issues and New Business

Commissioner Ronan asked questions about Item #15 "Consider acceptance of \$30,000 from the Michigan State Housing Development Authority (MSHDA) for a neighborhood enhancement grant, authorize the Mayor to execute the necessary documents and approve the allocation of additional funds."

Commissioner Tolas commented on Commissioner Ronan's question.

Commissioner Alsager shared information she had found about other communities changing zoning uses for different properties.

Mayor Joseph shared his thoughts on passing of community member Matt Mertz. He also shared a postcard he received in the mail showing Broadway looking west from 1938. He then read correspondence from the postcard. He also reminded the community that there are opportunities to help those less fortunate in the community.

The Commission recessed at 8:11 p.m. and went into a work session at 8:15 p.m.

WORK SESSION – Closure ideas for Broadway Street from Main to University.

Mayor Joseph and City Manager Ridley led a discussion on closure ideas for Broadway Street from Main to University.

Discussion ensued.


Mayor Joseph adjourned the meeting without objection at 8:39 p.m.

William L. Joseph, Mayor

Christopher Saladine, Acting City Clerk

COMMISSION LETTER #055-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: PUBLIC HEARING ON RECOMMENDED REZONING REQUEST FROM CD-3 (SUB-URBAN) TO CD-4 (GENERAL URBAN) FOR 1024 & 1026 S. UNIVERSITY AND CONSIDER APPROVAL OF ORDINANCE ON THE SAME

Attached are the materials from the March 22, 2021 agenda packet when the request to rezone 1024 and 1026 South University from CD-3(Sub Urban) to CD-4 (General-Urban) was introduced and set for public hearing.

As indicated in the prior memo and by City Planner Jacob Kain's verbal response at the March 22 meeting, the CD-4 zoning includes specific character-based building standards that are intended to result in development that is consistent with the surrounding neighborhood and that would provide for an appropriate transition to the existing, higher intensity districts to the immediate east, west and south.

After holding the public hearing, it is recommended the City Commission approve the ordinance to rezone 1024 and 1026 South University as unanimously recommended by the Planning Commission.


Recommended Motion:

Move to approve the rezoning request from CD-3 to CD-4 for 1024 & 1026 South University and ordinance on the same.

NJR/ap

COMMISSION LETTER #047-21
MEETING DATE: MARCH 22, 2021

TO: MAYOR AND CITY COMMISSION MARCH 17, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: RECEIVE RECOMMENDED REZONING REQUEST FROM CD-3 (SUB-URBAN) TO CD-4 (GENERAL URBAN) FOR 1024 & 1026 S. UNIVERSITY AND CONSIDER SETTING A PUBLIC HEARING FOR APRIL 12, 2021 ON THE SAME

The attached memo from City Planner Jacob Kain provides the background and recommendation from the Planning Commission regarding a request to rezone 1024 and 1026 South University from CD-3(Sub Urban) to CD-4 (General-Urban).

This rezoning would allow for the demolition of the existing building and the construction of one triplex building on each lot. Due to the current non-conforming structures, the rezoning will reduce the number of licensed tenants across the two properties from 19 to 12. It would also allow for a mixed-use development but that is not what the current owner intends to do. Any structures would need to comply with the form-based code which assures the design would fit with the surrounding properties.

In addition to his memo, attached is the draft ordinance and draft Planning Commission minutes from when the public hearing on this matter was held. It is recommended the City Commission accept the rezoning request as recommended by the Planning Commission and set a public hearing for April 12, 2021 on the same.

Recommended Motion:

Move to set a public hearing for April 12, 2021 on the rezoning request for 1024 and 1026 South University as presented.

NJR/ap

Memorandum



TO: Nancy Ridley
City Manager

CC: William R. Mrdeza
Director of Community Services and Economic Development

FROM: Jacob Kain
City Planner

DATE: March 9, 2021

SUBJECT: Z-21-01 – 1024 & 1026 S. University – Request to rezone from CD-3 (Sub-Urban) to CD-4 (General Urban)

A public hearing on the proposed rezoning was held on March 4, 2021. As indicated in the attached draft minutes, there were no public comments on the subject. Following the public hearing, the Planning Commission recommended that the City Commission approve Rezoning 21-01.

REQUESTED ACTION:

The City Commission receive the Planning Commission recommendation and set a public hearing on the proposed rezoning for April 12, 2021.

Attachments:

1. Draft ordinance
2. Staff memorandum from March 4, 2021
3. Draft minutes – March 4, 2021 Planning Commission meeting (excerpt)

**CITY COMMISSION
CITY OF MOUNT PLEASANT**

Isabella County, Michigan

Commissioner _____, supported by Commissioner _____, moved adoption of the following ordinance:

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE ZONING MAP OF CHAPTER 154: ZONING ORDINANCES OF THE CODE OF ORDINANCES.

It is Hereby Ordained by the People of the City of Mount Pleasant:

Section 1. That Chapter 154: Zoning Ordinances, is hereby amended as follows:

Rezone the properties described below from CD-3, Sub-Urban to CD-4, General Urban. The properties are legally described as:

MARTIN ADD LOTS 9 & 10.

Section 2. That the Zoning Map be corrected to reflect the change in Section 1 above.

Section 3. Publication and Effective Date. The City Clerk shall cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance shall take effect 30 days after its adoption.

YEAS: Commissioner(s) _____

NAYS: Commissioner(s) _____

ABSTAIN: Commissioner(s) _____

ABSENT: Commissioner(s) _____

CERTIFICATION

As the City Clerk of the City of Mount Pleasant, Isabella County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Mount Pleasant City Commission at a regular meeting held on _____, 2021.

William L. Joseph, Mayor

Heather Bouck, City Clerk

PC Hearing: March 4, 2021
Introduced: _____, 2021
Adopted: _____, 2021
Published: _____, 2021
Effective: _____, 2021

Rezoning 21-01

Location: 1024 & 1026 S. University

Tax parcel number: 17-000-09-509-00 & 17-000-09-510-00

Zoning district: CD-3 (Sub-Urban)

Special requirement(s): None

Future land use: Mixed Use Medium & Residential

Request: Rezone from CD-3 (Sub-Urban) to CD-4 (General Urban)

Current/prior use: Rooming dwelling (10 occupants – 1024; 9 occupants – 1026)

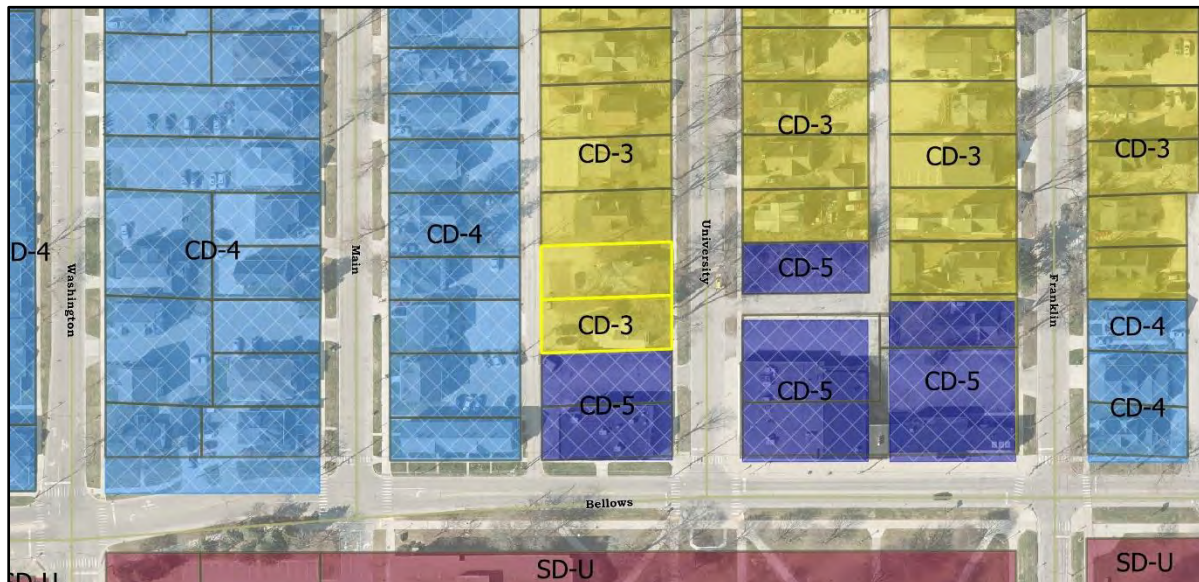
Applicant: United Apartments – RCS, LLC

Property owner: United Apartments – RCS, LLC

Site area: 0.28 acres

Staff recommendation: Recommend that the City Commission approve Z-21-01

ZONING AND OVERVIEW MAP



CURRENT CONDITIONS



*Subject properties
viewed from S.
University
looking
southwest.*

BACKGROUND:

1024 S. University is a 1,722 square foot house that was built in 1900 and is currently licensed as a rooming dwelling for 10 occupants. 1026 S. University is a 1,590 square foot house that was built in 1895 and is currently licensed as a rooming dwelling for 9 occupants. The use of both properties as rooming dwellings is a legal non-conforming use in the CD-3 district. The applicant intends to remove the existing dwellings and construct a new three-unit multiple-family dwelling on each lot if the rezoning is approved.

Land uses and zoning on the surrounding properties are as follows:

	Current Use	Future Land Use	Zoning
North	Rooming dwelling	Urban Residential	CD-3 (Sub-Urban)
East	Vacant commercial building	Mixed Use Medium	CD-5 (Urban Center)
South	Vacant commercial building	Mixed Use Medium	CD-5 (Urban Center)
West	Rooming dwellings	Mixed Use Medium	CD-4 (General Urban)

EXISTING AND PROPOSED ZONING:

The current CD-3 (Sub-Urban) zoning consists primarily of a low density single family detached Residential area in which the House is the predominant Building Type. It has medium front Setbacks and medium side Setbacks. Its Thoroughfares have curbs and may include Sidewalks and/or street trees, and form medium to large blocks. Permitted uses are primarily residential in nature, including single family

dwellings. A variety of uses are permitted as special uses in the district including but not limited to two-family dwellings, bed and breakfast dwellings, short term rentals, and child care centers.

The proposed CD-4 (General Urban) zoning *consists of a medium density area that has a mix of Building Types and Residential, Retail/Personal Service, Office and Business/Commercial Uses; there are medium, shallow or no front Setbacks and narrow to medium side Setbacks; it has variable private landscaping; and it has streets with curbs, Sidewalks, and Thoroughfare Trees that define medium-sized blocks.* Permitted uses include a variety of commercial, office, and residential uses, including single family dwellings, two-family dwellings, and multiple family dwellings. Rooming dwellings are not permitted in the CD-4 zoning district unless the Student Organization Dwelling & Rooming Dwelling Restriction Special Requirement is designated. Such designation is not proposed or recommended in this instance.

The rezoning request, if approved, will not change the non-conforming status of the current use of each property as a rooming dwelling. In accordance with Section 154.114 (Nonconforming lots, uses, structures & improvements) of the zoning ordinance, that use will be permitted to continue unless it is discontinued or ceases for a period of one year subject to the conditions and limitations outlined in that section.

CRITERIA FOR AMENDMENT OF THE OFFICIAL ZONING MAP:

Section 154.616 (Zoning Amendments & Map Changes) offers the following direction on rezoning applications:

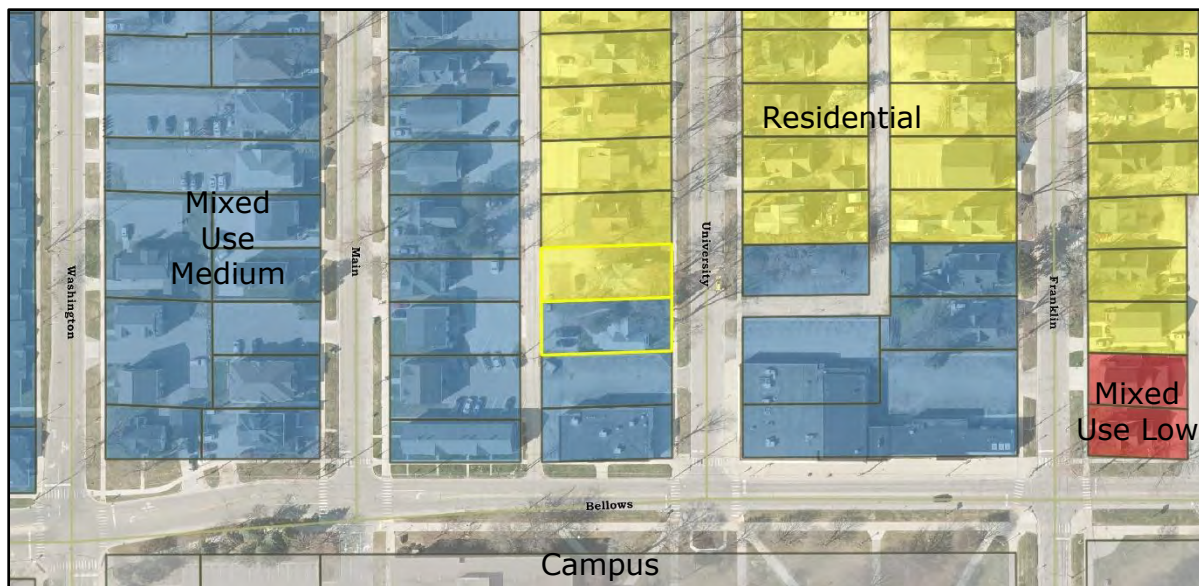
In considering any petition for an amendment to the official zoning map, the Planning Commission and City Commission shall consider the following criteria in making their respective findings, recommendations and decisions:

- 1. Consistency with the goals, policies, and future land use map of the City's Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, consistency with recent Development trends in the area shall be considered.*
- 2. Compatibility of the site's physical, geological, hydrological and other environmental features with the host of Uses permitted in the proposed zoning District or Civic Zone.*
- 3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one of the Uses permitted under the current zoning.*
- 4. The compatibility of all the potential Uses allowed in the proposed District with surrounding Uses and zoning in terms of land suitability, impacts on the environment, density, nature of Use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*
- 5. The capacity of City utilities and services sufficient to accommodate the Uses permitted in the requested District without compromising the health, safety and welfare of the City.*
- 6. The apparent demand for the types of Uses permitted in the requested District in the City in relation to the amount of land in the City currently zoned and available to accommodate the demand.*

7. *The boundaries of the requested rezoning District are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the District listed in the schedule of regulations.*
8. *If a rezoning is appropriate, the requested District is considered to be more appropriate from the City's perspective than another District.*
9. *If the request is for a specific Use, is rezoning the land more appropriate than amending the list of permitted Uses or Special Permitted Uses in the current District to allow the Use?*
10. *The requested rezoning will not create an isolated and unplanned spot zone.*
11. *The request has not previously been submitted within the past one year unless conditions have changed or new information has been provided.*
12. *Other factors deemed appropriate by the Planning Commission and the City Commission.*

MASTER PLAN:

The subject properties are designated as Mixed Use Medium and Residential on the Future Land Use map.



Book 1 of the Master Plan, *Sustainable Land Use*, states “The Future Land Use Plan for Mt. Pleasant places an importance on neighborhood improvements and creating housing which meets the needs of households today and in the future.” It further states that “‘Missing Middle housing’ is a range of medium-density housing types. Areas of Mt. Pleasant, such as the Mission St. corridor and neighborhoods adjacent to Central Michigan University [emphasis added], present opportunities for Missing Middle housing development.”

The proposed CD-4 zoning designation would permit missing middle housing construction, consistent with the existing land uses in the immediate area.

REVIEW COMMITTEE COMMENTS:

Public Works – No comments.

Public Safety – No comments.

ANALYSIS:

Applications for rezoning are subject to meeting the criteria for amendments listed in Section 154.616.C of the zoning ordinance. The applicant has provided the attached written response to the criteria. The Planning Commission's recommendation to the City Commission should be based upon evaluation of these criteria.

Staff finds that the proposed conditions are consistent with the character of the area and with the future land use identified in the Master Plan.

With the findings and analysis stated in this report, the following actions are offered for consideration by the Planning Commission.

STAFF RECOMMENDATION:

Recommend that the City Commission approve Z-21-01.

B. February 4, 2021 Work Session

Motion by Liesch, support by Kostrzewa to approve the minutes from the February 4, 2021 work session meeting with the correction of Susan Horgan being replaced by David Kingsworthy.

Roll Call Vote:

Ayes: Dailey, Friedrich, Hoenig, Irwin, Kingsworthy, Kostrzewa, Liesch, Ortman

Nays: None

IV. Zoning Board of Appeals report for February:

Commissioner Friedrich reported that the Zoning Board of Appeals did not meet in February.

V. Communications:

No communications were included in the packet. A communication from Andy Theisen, Konwinski Construction Inc. was received after the completion of the packet regarding item TC-21-02 on tonight's agenda. This communication was emailed to commissioners earlier today.

VI. Public Hearings:

A. Z-21-01 – 1024 & 1026 S. University – United Apartments – RCS, LLC – Request to rezone from CD-3, Sub-Urban to CD-4, General Urban.

Kain introduced the application submitted by United Apartments, with a request to rezone from CD-3, Sub-Urban to CD-4, General Urban.

Kain gave an overview of the property including current zoning, future, current and prior land use.

Kain shared photos of the site, current conditions and surrounding area.

Kain provided information regarding the 13 specific criteria responses that should be considered for any amendment to the official zoning map. The applicant's responses are included in the packet.

Kain provided some background on the property as well as land uses and zoning on the surrounding properties of the proposed site.

Kain concluded his report with recommending that the Planning Commission recommend that the City Commission approve Z-21-01.

Commissioner Rise has entered the meeting at 7:13 p.m.

Discussion took place.

It was noted that the applicant was not in attendance.

Chair Hoenig opened the public comment. Kain noted that there were no public comments submitted electronically. There being no one who wished to speak, public comment was closed.

Motion by Ortman, support by Friedrich to recommend the City Commission approve Z-21-01.

Roll Call Vote:

Ayes: Dailey, Friedrich, Hoenig, Irwin, Kingsworthy, Kostrzewa, Liesch, Ortman, Rise

Nays: None

Motion approved unanimously.

B. SUP-21-04 & SPR-21-04 – 1110 N. Fancher – MI Operations LLC – Request for a Special Use Permit and Site Plan Review for a Class A medical marihuana grower.

Kain introduced the application submitted by MI Operations LLC, with a request for Special Use Permit and Site Plan Review for a medical marihuana facility – Class A grower.

Kain provided an overview of the site and reviewed the property's zoning and other characteristics as well as the current use, and future land use.

Kain shared photos of the current site conditions and surrounding area.


Kain noted that the applicant's request for a Class A license would allow up to 500 medical marihuana plants and that Class A licenses may not be stacked. Kain reviewed the Special Use criteria for medical marihuana growers.

Kain reviewed the proposed site plan and the proposed changes to bring the property into compliance with code.

Kain concluded his report recommending approval subject to the following conditions:

1. The applicant shall comply with all special use permit criteria for Medical Marihuana Facilities as well as the specific criteria applying to Growers.
2. The applicant shall provide two trees in the front lawn and include specifications for those trees on the site plan.

COMMISSION LETTER #056-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: PUBLIC HEARING ON RECOMMENDED TEXT CHANGE TO TABLE
154.410.A TO PERMIT MUSIC, ART AND DANCE STUDIOS IN THE SD-1
DISTRICT AND CONSIDER APPROVAL OF ORDINANCE ON THE SAME

Attached are the materials from the March 22, 2021 agenda packet when this ordinance amendment to permit music, art and dance studios in the SD-1 District was set for public hearing.

After holding the public hearing, it is recommended the City Commission approve the amendment to Table 154.410.A as recommended by the Planning Commission.


Recommended Motion:

Move to approve the ordinance to amend Table 154.410.A to permit music, art and dance studios in the SD-1 District as presented.

NJR/ap

COMMISSION LETTER #048-21
MEETING DATE: MARCH 22, 2021

TO: MAYOR AND CITY COMMISSION MARCH 17, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: RECEIVE RECOMMENDED TEXT CHANGE TO TABLE 154.410.A TO PERMIT MUSIC, ART AND DANCE STUDIOS IN THE SD-I DISTRICT AND CONSIDER SETTING A PUBLIC HEARING FOR APRIL 12, 2021 ON THE SAME

The attached memo from City Planner Jacob Kain outlines a text change to Table 154.410.A to permit music, art and dance studios in the SD-I District. This amendment would allow dance studios (along with art and music studios) that are currently only permitted in the CD-4 or CD-5 zoning districts to be allowed in locations zoned SD-I – Industrial.

The Planning Commission held a public hearing on this matter and unanimously recommended the changes to the City Commission for consideration.

It is recommended the City Commission accept the recommendation from the Planning Commission to amend Table 154.410.A and set a public hearing for April 12, 2021 on the same.

Recommended motion:

Move to accept the proposed amendment to Table 154.410.A to permit music, art and dance studios in the SD-1 District and set a public hearing for April 12, 2021 on the same.

NJR/ap

Memorandum



TO: Nancy Ridley
City Manager

CC: William R. Mrdeza
Director of Community Services and Economic Development

FROM: Jacob Kain
City Planner

DATE: March 9, 2021

SUBJECT: Text Change 21-02

A public hearing on the proposed text change was held on March 4, 2021. As indicated in the attached draft minutes, there were no public comments on the subject. Following the public hearing, the Planning Commission recommended that the City Commission approve Text Change 21-02.

REQUESTED ACTION:

The City Commission receive the Planning Commission recommendation and set a public hearing on the proposed text change for April 12, 2021.

Attachments:

1. Draft ordinance
2. Staff memorandum from March 4, 2021
3. Draft minutes – March 4, 2021 Planning Commission meeting (excerpt)

**CITY COMMISSION
CITY OF MOUNT PLEASANT**

Isabella County, Michigan

Commissioner _____, supported by Commissioner _____, moved adoption of the following ordinance:

ORDINANCE NO. ____

**AN ORDINANCE TO AMEND TABLE 154.410.A OF THE MOUNT PLEASANT
ZONING ORDINANCES TO PERMIT MUSIC, ART, AND DANCE STUDIOS IN THE SD-
I DISTRICT.**

It is Hereby Ordained by the People of the City of Mount Pleasant:

Section 1. Amendment to Table. The portions within Table 154.410.A pertaining to Music, art, and dance studios is amended to read as follows:

District	CD-3L	CD-3	CD-4	CD-5	SD-H	SD-I	SD-RC	SD-A	CZ
Music, art, and dance studios			P	P		P			

Section 2. Publication and Effective Date. The City Clerk shall cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance shall take effect 30 days after its adoption.

YEAS: Commissioner(s) _____

NAYS: Commissioner(s) _____

ABSTAIN: Commissioner(s) _____

ABSENT: Commissioner(s) _____

CERTIFICATION

As the City Clerk of the City of Mount Pleasant, Isabella County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Mount Pleasant City Commission at a regular meeting held on _____, 2021.

William L. Joseph, Mayor

Heather Bouck, City Clerk

PC Hearing: March 4, 2021
Introduced: _____, 2021
Adopted: _____, 2021
Published: _____, 2021
Effective: _____, 2021

Memorandum



TO: Planning Commission

FROM: Jacob Kain
City Planner

DATE: March 4, 2021

SUBJECT: TC-21-02 – Music, art, and dance studios in the SD-I district

In February, staff presented this topic to you in response to an inquiry regarding possible construction of a fitness and dance studio at a location zoned SD-I – Industrial. Fitness and health clubs are currently permitted in the SD-I district, but dance studios (along with art and music studios) are currently permitted only in the CD-4 or CD-5 zoning districts.

The zoning ordinance currently permits a variety of non-industrial uses in the SD-I district. These uses include those that have been commonly found in our industrial district in the past; that have the potential to have noise, odor or traffic impacts; and which benefit from the larger format typical of an industrial site and/or industrial building. This is consistent with past practice; the 1984 zoning ordinance provided the Planning Commission discretion to approve “any other use which shall be determined by the Planning Commission to be of the same general character as the above permitted uses.” The list of non-industrial uses currently permitted in the SD-I district includes:

- Business, vocational, and technical schools
- Clubs and fraternal organizations not including registered student organization dwellings
- Municipal Buildings, including City Halls, Police and Fire Halls, and administration Buildings
- Automobile, motorized vehicle, and related accessory dealerships
- Automobile rental establishments
- Automobile repair garage
- Automobile washing or detailing
- Commercial amusements, including arcades, bowling alleys, fitness and health clubs, mini golf, and skating within an enclosed building
- Hardware, floor covering, paint, kitchen, and bath stores
- Radio and television studios
- Veterinary offices

Staff recognizes that there is a potential synergy from the co-location of fitness related uses and music, art and dance studios. Music, art, and dance studios may also benefit from the characteristics of industrial-type spaces (large format, high ceiling) that have justified the inclusion of other uses within the district in the past. This text change could facilitate reuse of industrial buildings as well as facilitate new construction in formats that would be conducive to conversion to industrial use in the future as community needs change.

STAFF RECOMMENDATION:

Recommend that the City Commission adopt Text Change 21-02.

Motion approved 7-2.

C. TC-21-02 – A proposed ordinance to amend Table 154.410.A of the zoning ordinance to add music, art, and dance studios as a permitted use in the SD-I zoning district.

Kain reviewed the proposed text change and concluded that staff recommends the Planning Commission recommend that the City Commission adopt Text Change 21-02.

Discussion took place.

Chair Hoenig opened the public comment. Kain noted that there were no public comments submitted electronically. There being no one who wished to speak, public comment was closed.

Commissioner Rise left the meeting at 8:23 p.m.

Discussion took place.

Commissioner Rise re-entered the meeting at 8:29 p.m.

Motion by Liesch, support by Rise to recommend that the City Commission adopt Text Change 21-02.

Roll Call Vote:

Ayes: Dailey, Friedrich, Hoenig, Irwin, Kingsworthy, Kostrzewa, Liesch, Ortman, Rise

Nays: None

Motion was approved unanimously.

VII. Public Comments:

Chair Hoenig opened the public comment. Kain noted that there were no public comments submitted electronically. There being no one who wished to speak, public comment was closed.

VIII. Site Plan Reviews:

None.

IX. Unfinished Business:

None.

TO: MAYOR AND CITY COMMISSION

APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: BIDS AND QUOTATIONS

a. Parking lot #6 and #8 reconstruction

Attached is the memo from Engineer Stacie Tewari outlining the bids received for the reconstruction of Parking Lots #6 and #8 in downtown. Parking Lot #6 is located at the northwest corner of Illinois and University and Parking Lot #8 is located at the southwest corner of Broadway and Lansing. You will note the bid was split into a base bid and an alternate bid to more easily quantify the cost of the amenities. The proposed amenities would bring the parking lots into a consistent design of the other City-owned downtown parking lots.

For reference, attached is a map of the City-owned downtown parking lots and a chart depicting the current status of the preferred amenities for each of the parking lots.

The recommendation is to award the bid to the low qualified bidder, Green Tech Systems LLC, for the base bid plus the alternates. This provides a consistent look and the desired amenities common in the downtown area. Adequate funds exist in the Capital Improvement Fund for the total budget amendment of \$165,790 that would be needed to support this recommendation.

It should be noted that Ms. Tewari's memo outlines other options available, including a reduction in the amenities (Option C) or elimination of the optional amenities in the alternate bid (Option B) if the Commission desires.

Recommended Motion:

Move to authorize a contract with Green Tech Systems LLC for \$579,772 for the reconstruction of Parking Lots #6 and #8 and authorize a budget amendment of \$165,790 from the Capital Improvement Fund.

b. Parks Department Mower

The attached memo from DPW Director Jason Moore recommends the purchase of a new mower and attachment from Spartan Distributors. Spartan is the awarded bidder through the National OMNIA Partners Public Sector program, which is similar

to the State of Michigan MiDeal program. Spartan has offered a trade-in of \$15,000 for our existing mower bringing the net cost to \$51,382.

Recommended Motion:

Move to approve the purchase of a Toro Groundsmaster mower and attachments from Spartan Distributors for \$66,382 less a trade-in of \$15,000.

c. HVAC Improvements

The attached memo from Building Official Brian Kench recommends a sole source contract with ATI Group for changes to the duct work at City Hall and the replacement of HVAC system software at both City Hall and DPS.

The duct work project will improve the function of the HVAC system and should be completed before we enter the full cooling system. The software controls will allow for the better management of both systems and therefore result in better energy efficiency. Adequate funds exist in the approved budget for the City Hall work and in the designated/assigned fund balance for DPS.

Recommended Motion:

Move to approve a sole source contract with ATI Group for \$69,100 for the City Hall HVAC ductwork and both City Hall and DPS HVAC control systems and a \$14,500 budget amendment from the designated/assigned fund balance.

d. Plow Truck Cab & Chassis

The attached memo from DPW Director Jason Moore recommends the purchase of a cab and chassis from Tri-County International, Trucks through the MIDEAL contract. As noted in the memo, the purchase and installation of the dump body, V-box insert, salt spreader, underbody scraper, and hydraulic control system will be bid separately and brought forward for consideration at a future meeting as is standard with these truck purchases.

Recommended Motion:

Move to approve the purchase of an International SFA plow truck cab and chassis from Tri County International Trucks for \$78,660.

e. Mill Pond Park Fishing Deck Replacements

Bids were recently sent out for the Mill Pond Park Fishing Deck Replacements Project as was planned for in the 2021 budget. As detailed in the attached memo from Parks and Public Spaces Director Chris Bundy, three bids were received with Denali Construction submitting the low bid. It is recommended the City Commission award the

contract for the replacement fishing decks to Denali Construction as recommended for \$44,300.

Recommended Motion:

Move to approve a contract with Denali Construction for the Mill Pond Park Fishing Deck Replacements for \$44,300.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager

FROM: Stacie Tewari, City Engineer

DATE: March 26, 2021

SUBJECT: Award Contract for the 2021 Parking Lots 6 and 8 Reconstruction Project and Approve Budget Amendment

Request:

The City Commission is requested to award the contract for the 2021 Parking Lots 6 and 8 Reconstruction Project to Green Tech Systems LLC, of Kawkalin, MI.

Reason:

The 2021 Parking Lots 6 and 8 Reconstruction Project is part of the 2021 Capital Improvement Plan. The base bid includes, for Lot 6, the removal and replacement of the existing pavement, subbase, curb, gutter, drive approaches, sidewalk, and new storm sewer including an underground detention system. For Lot 8, the base bid includes the removal and replacement of the existing pavement, subbase, curb, gutter, drive approaches, sidewalk, trees and new storm sewer including an underground detention system. The parking lot 8 base bid will also include new decorative lighting and a new dumpster enclosure. Construction is scheduled for July 26 to August 27.

Alternate bids were requested for Parking Lot 8 amenities including bike racks, trash recepticals, hanging planter baskets, brick walls and columns, decorative aluminum fencing and the installation of an irrigation system. An alternate bid for irrigation system upgrades for Parking Lot 6 was also requested. These items are not included in the current budget.

Parking lot 6 already has masonry corner walls which are in good condition and will be left in place. The existing fencing at lot 6 will be removed and replaced as part of the 2022 downtown parking lot fencing project.

On March 16, 2021, three bids were received.

Bidder	Base Bid	Alternate Bid Lot 8 Amenities and Irrigation	Alternate Bid Lot 6 Irrigation System	Total
Green Tech Systems LLC	\$437,130.10	\$139,141.00	\$3,500.00	\$579,771.10
McGuirk Sand & Gravel	\$415,855.40	\$204,976.80	\$3,500.00	\$624,332.20
The Isabella Corporation	\$426,936.22	\$213,188.00	\$3,800.00	\$643,924.22

Budget Parking Lot 6 = \$91,000
Budget Parking Lot 8 = \$323,000
Total = \$414,000

McGuirk Sand & Gravel is the low bidder for the base bid reconstruction of Parking Lots 6 and 8, and Green Tech Systems LLC is low bidder if the bid alternates are all approved. The base bid is over the budgeted amount by \$1,860 should McGuirk Sand & Gravel receive the project, and \$23,140 should Green Tech Systems LLC receive the project. The base bid budgeted amount is funded by TIFA. Any alternate bid items would need to be approved and funded by the City Commission out of the general fund with funding from the capital improvement fund. Since the original budgeted amount depletes the available TIFA funds, the budget amendment would be general fund from the capital improvement millage.

The Commission has three options in awarding the contract and the corresponding budget amendments:

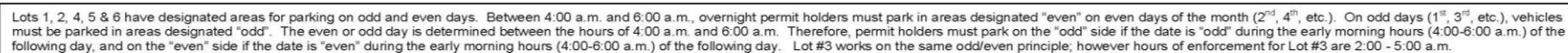
- Option A includes award of the contract for the base bid and all bid alternates to Green Tech Systems LLC for \$579,772. This would require a budget amendment of \$23,140 for the base bid and a budget amendment of \$142,650 for the amenities in the general fund from the capital improvement fund.
- Option B includes award of the contract for the base bid only to McGuirk Sand & Gravel for \$415,856 and a general fund and capital improvement fund budget amendment of \$1,860.
- Option C includes award of the contract to Green Tech Systems for \$569,231 for the base bid and a portion of the alternates to include irrigation, masonry walls and decorative aluminum fence. Option C would exclude bike racks, hanging flower baskets, benches, trash receptacles, and associated concrete pad for a total of \$10,541. These excluded items can be installed at a later date without disturbance to the reconstructed parking lots. This option would require a budget amendment of \$23,140 for the base bid and a budget amendment of \$132,100 for the amenities in the general fund from the capital improvement fund.

Recommendation:

We recommend the City Commission award the contract for the 2021 Parking Lots 6 and 8 Reconstruction Project, Option A, to Green Tech Systems LLC, for \$579,772, and approve a budget amendment of \$23,140 for the base bid and a budget amendment of \$142,650 for the amenities in the general fund from the capital improvement fund.

Note: Area inside box: No parking from 4:00 - 6:00 a.m. except with valid overnight parking permit and ONLY in designated areas.

Area outside box: No parking from 2:00 - 5:00 a.m. except with valid overnight parking permit and ONLY in designated areas.



Parking Lot Amenities

Lot #	Fencing*	Masonry Walls	Dumpster Enclosure	Lighting	Benches	Trash Cans	Bike Racks
1	Yes	Yes	No	Yes	No	No	No
2	No	No	Yes	Yes	Yes	Yes	Yes
3	No	Yes	No	Yes	Yes	Yes	No
4	No	Yes	Yes	Yes	No	No	No
5	Yes	Yes	No	Yes	No	No	No
6	Yes	Yes	No	Yes	No	No	No
7**	No	No	No	Yes	No	No	No
8	No	No	No	Yes	No	No	No
9	No	No	No	No	No	No	No
10	No	No	No	Yes	No	No	No
11	Yes	Yes	No	Yes	No	No	No
12	No	No	No	Yes	Yes	Yes	No
13	No	No	No	Yes	Yes	Yes	Yes

* Capital Improvement Plan project in 2022-2023 to replace the existing wrought iron fencing

** Additional screening and other amenities near the lot is planned to be bid as alternate as part of Illinois street reconstruction project planned for 2022 in Capital Improvement Plan.

Last Updated: April 6, 2020

Memorandum



TO: Nancy Ridley, City Manager
FROM: Jason Moore, DPW Director
DATE: March 26, 2021
SUBJECT: Approve New Mower Purchase and Trade-In of Existing Mower

Request

The City Commission is requested to approve the purchase of a Toro Groundsmaster 4000-D model mower, light kit and wheel assembly from Spartan Distributors, of Sparta, Michigan, for \$66,381 and approve a trade-in amount of \$15,000 for our existing mower, for a net cost of \$51,381.

Reason for Purchase:

The Parks Department currently operates two large commercial mowers; a 2014 and 2019 Toro Groundsmaster 4000. The 2014 model is scheduled for replacement this year as part of the Motor Pool Capital Replacement Plan. Spartan Distributors provided a quote of \$64,032 for a 2021 model through a program offered by OMNIA Partners Public Sector. OMNIA, formerly known as the National Intergovernmental Purchasing Alliance (National IPA), offers a no-cost purchasing program that operates similarly to the State of Michigan's MiDeal program. Commodity contracts are solicited and awarded through a bid process, and typically result in significant savings for those commodities. For example, the quoted contract price for the 2021 Toro mower is more than 20% off retail pricing. Government, educational entities, and non-profits can then take advantage of the cost savings by purchasing items from the awarded contract holders.

The City Commission previously authorized the purchase of a Toro mower from Spartan through the National IPA procurement program in January 2019.

Spartan offered a trade-in price of \$15,000 for our 2014 mower.

Mower	\$64,032.01
Light Kit	\$1,487.30
Wheel Assembly	\$861.82
Less Trade-In	<u>(\$15,000.00)</u>
Total Cost	\$51,381.13

Recommendation:

I recommend the City Commission approve the purchase of a Toro Groundsmaster 4000-D mower, light kit and wheel assembly from Spartan Distributors for \$66,381, and approve the trade-in amount of \$15,000, for a net cost of \$51,381. Funds are available in the 2021 Motor Pool budget.

Memorandum



TO: Nancy Ridley, City Manager
CC: Bill Mrdeza, Director of Community Services
FROM: Brian Kench, Building Official *BK*
DATE: Thursday, April 1, 2021
SUBJECT: HVAC Repair and System Control Software Upgrade 2021

Staff is recommending updates to the HVAC systems at City Hall and the Public Safety Building that include upgrading system controls to both buildings and changes to the ductwork at City Hall.

These changes at City Hall would improve the operation of the economizer which regulates the required ventilation and mixed air for cooling to the building. The system is currently limited to 40% of its capacity to address howling and comfort issues. Staff also recommends updating the system software which dates from 2007 and is no longer supported by the manufacturer (Carrier). The current software does not provide trend data that allows the contractor to make logical changes to settings.

\$50,000 is budgeted for updates to the economizer and ductwork. Following the audit of our facilities by Consumers Energy in 2020, \$5,000 for updates designed to improve energy efficiency was also included in the approved budget. The initial baseline quote for the HVAC work from our contractor was between \$35-50,000. Current bid is \$40,000, which will allow a savings of \$10,000 that can be used to offset the cost to upgrade the Carrier software, estimated at \$14,600. All of this work may be covered under the current budget for the City Hall.

The control system at Public Safety is experiencing similar issues; however, they have lost the ability to manage the system due to the ransomware attack in 2020 and was not covered under our insurance. The original control software was developed by "Jace" and dates back to the mid-2000s. This system also is no longer supported by the manufacturer and will be updated with software that utilizes the exiting controls installed on the Trane brand equipment at this facility. Staff is requesting a budget amendment in the amount of \$14,500 to get the system back on line.

The ATI-Group has been contracted for the repair and maintenance of our HVAC systems for more than 10 years. The most recent agreement was awarded in 2020, following an extensive review of each facility as part of our bid process. Therefore, we are requesting the City Commission award a sole source contract to the ATI-Group, in the amount of \$54,600 to update the City Hall facility and \$14,500 to update system control software at the Public Safety Building.

Requested Action:

Award a sole source contract to the ATI-Group in the amount of \$69,100 for the described updates to the City Hall HVAC system and upgrading the system control software at Public Safety and City Hall. Also requesting to authorize an amendment to the Department of Public Safety budget for \$14,500 for a portion of this contract that may be covered under the designated energy conservation fund balance.

Memorandum



TO: Nancy Ridley, City Manager
FROM: Jason Moore, DPW Director
DATE: March 26, 2021
SUBJECT: Approve Cab and Chassis Purchase

Request:

The City Commission is requested to approve the purchase of a 2022 model International HV507 SFA plow truck cab and chassis through the MiDeal extended purchasing program for \$78,660.

Reason for Purchase:

Unit 281, a 2006 International heavy-duty truck, is scheduled for replacement this year as part of the 2021 Motor Pool Capital Replacement Plan. This truck is equipped with a dump box, underbody blade, and salt spreader for snow plowing, but also for various non-winter tasks, such as brush and tree removal, hauling sand and gravel, and non-paved street and alley grading.

All of the remaining plow trucks in the fleet are Internationals. For ease of maintenance and consistency of operations, the Street Department recommends replacing Unit 281 with another International.

Tri County International of Jackson is the MiDeal contract holder and provided a quote of \$78,660 for a 2022 model cab and chassis. For comparison, retail list price for the same cab and chassis is \$137,248.

Later this year, a bid will be let and presented to the Commission for award for the purchase and installation of a dump body, V-box insert, salt spreader, underbody scraper, and hydraulic control system to complete the truck. Based on International's current manufacturing schedule, the cab and chassis is expected to arrive in October. Installation of the dump body and other items typically takes several weeks, so we expect to place the completed truck in service in the spring of 2022.

Recommendation:

I recommend the City Commission approve the purchase of a 2022 model International HV507 SFA plow cab and chassis from Tri County International Trucks through the MiDeal extending purchasing program for \$78,660. Funds are available in the 2021 Motor Pool Budget.

Memorandum



TO: Nancy Ridley, City Manager
FROM: Chris Bundy, Director of Parks & Public Spaces
DATE: April 5, 2021
SUBJECT: Mill Pond Park Fishing Deck Replacements
CC: Bill Mrdeza

Request:

The City Commission is requested to authorize award of the contract for "Mill Pond Park Fishing Deck Replacements" to Denali Construction of Mt. Pleasant for a total bid price of \$44,300. This includes replacement of the two fishing/overlook decks and the boardwalk deck between the existing bridges at the Adams Street pond per bid specifications.

Reason for Purchase:

This project appears in the City Capital Improvement Plan and was carried over from 2020. \$50,000 exists as part of the 2021 budget to complete this project.

Process:

On March 30, 2021 bids were received through the City's competitive bid process from three contractors as outlined below:

Company Name	Address	Bid Amount
Denali Construction	1301 N. Kinney Ave., Mt. Pleasant MI 48858	\$ 44,300.00
R.F. Koester Inc.	3830 N. Fordney Rd., Hemlock MI 48626	\$ 54,091.00
L.J. Construction Inc.	5863 S. Kingston Rd., Clifford MI 48727	\$ 69,450.00


Staff is recommending award of the contract to Denali Construction of Mt. Pleasant for a total bid of \$44,300 and is the low bid and within the anticipated bid range for this project. Staff has worked with Denali Construction in the past on various park and public spaces projects and we have no concerns about their ability to complete the project successfully.

Recommendation:

Staff recommends the City Commission authorize the award of the contract for the "Mill Pond Park Fishing Deck Replacements" to Denali Construction of Mt. Pleasant for a bid price of \$44,300.

CB/lmw

COMMISSION LETTER #058-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER RESOLUTION SUPPORTING AMENDED WATER METER
INSTALLATION KIT FEE

As DPW Director Jason Moore details in the attached memo, the Water Department has made an adjustment to the type of water meters they install, which has impacted the fees that should be charged for water meter installation kits. As a result of this change, staff recommends the City Commission approve the attached resolution in support of amending the installation kit fees as outlined in the memo.

Recommended Motion:

Move to approve the resolution to amend the water meter installation kit fee as presented.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager
FROM: Jason Moore, Director
DATE: April 5, 2021
SUBJECT: Approve Updated Water Meter Installation Kit Fees

Request:

The City Commission is requested to approve the updated fees for water meter installation kits to reflect the elimination of the "Y" strainer.

Reason:

In November 2020, the City Commission approved fees for water meter installation kits for new meters larger than 1". Each kit contains a "Y" strainer, or pipe fitting, used to protect the meter from particulates via a filtering element.

Since approval, the Water Department began using a new ultrasonic water meters that do not require a "Y" strainer. Therefore, the fees for the installation kits should be revised to reflect the elimination of the strainer, as noted below.

2021 Updated Water Meter Installation Kit Fees		
Meter Size	Previous Fee	Adjusted Fee
1.5	\$600	\$150
2	\$650	\$150
3	\$1,450	\$600
4	\$2,200	\$750
6	\$3,450	\$1,300

Recommendation:

I recommend the City Commission approve the updated fees for water meter installation kits as listed above.

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 system rates, fees, and charges for connection to and use of that system,

WHEREAS, the ordinance provision, Section 52.26 requires there be no free service for the Municipal Water System,

WHEREAS, such fees 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 immediately upon approval

Water Service Fees	
Meter Installation Kit – 1-1/2" meter	\$150
Meter Installation Kit – 2" meter	\$150
Meter Installation Kit – 3" meter	\$600
Meter Installation Kit – 4" meter	\$750
Meter Installation Kit – 6" meter	\$1.300

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER CONTRACT WITH ENVIRONMENTAL FIRM FOR ADDITIONAL
LANDFILL EVALUATION SERVICES

Attached is a memo from DPW Director Jason Moore recommending a contract amendment with Mannik Smith Group (MSG) for the next phase of investigation at the former landfill site. The Commission will recall that the recent contract with MSG was based on competitive quality-based selection process of environmental consulting firms.

As outlined in the memo, this proposal is supported by the State of Michigan Environment, Great Lakes and Energy (EGLE) and provides the next phase of investigation work leading to a determination of the extent of the contamination and what remediation will be required under the Part 201 standards. Also included in the memo is a road map of future additional tasks that may be needed but are wholly dependent on the current investigative work.

Tribal funding received last fall of \$20,000 is available for the \$39,700 not-to-exceed proposal being recommended. An allocation of the remaining \$19,700 would be from the General Fund Unassigned Fund Balance.

We recommend the City Commission approve the contract amendment with MSG and the appropriate budget amendment.

Recommended Motion:

Move to authorize contract extension with MSG for environmental consulting services at the former landfill at a not-to-exceed amount of \$39,700 and the appropriate budget amendments.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager

FROM: Jason Moore, DPW Director

DATE: March 30, 2021

SUBJECT: Authorize Contract Extension for Professional Environmental Consulting Services and Ground Water Testing

Request:

The City Commission is requested to authorize a contract extension with The Mannik Smith Group (MSG), of Lansing, for a not-to-exceed amount of \$39,700 to perform environmental consulting services at the former city landfill.

Background:

Since clay tile pipes were found discharging to the river in late 2018 the former city landfill has been designated a part 201 site by the state department of Environment, Great Lakes and Energy (EGLE) (see attached communication from EGLE). With that designation comes certain obligations to determine the extent of the contamination present at the site and to institute remediation activities once site characteristics have been sufficiently modeled. I have attached an EGLE document that overviews what the part 201 designation entails.

Since that time the discharge pipes have been plugged and the direct pathway to the river has been blocked. The city is now in the process of working with the EGLE and environmental consultants to determine if there are other pathways to the river or the surrounding area and, if so, what contaminants may be utilizing those pathways and causing environmental or health concerns.

During the most recent steps that were taken MSG installed and tested nine groundwater testing wells along the west edge of the site near the river and the north edge near the low lying area. These test results showed exceedances of the groundwater surface water interface criteria established by the EGLE for arsenic and PFOS. Drinking water criteria exceedances were found for those contaminants of concern as well as boron, PFOA and PFHxS.

MSG also took an inventory of water supply wells within a one-mile radius of the site. Areas within this boundary are generally served by municipal water supplies, from either the city or the township. However, there were some eighteen wells found in the area from one half to one full mile from the site.

Current Proposal:

MSG has reported on these findings and offered suggestions regarding the next steps based on the information collected. Their initial proposal was discussed with the EGLE and modified based on concerns that EGLE had. The current proposal is attached and includes:

- Surveying precise locations of all test well location on the site
- Measure static groundwater levels within each well
- Determine site-specific groundwater flow direction for shallow groundwater zone
- Provide another round of groundwater testing from the nine wells along the west and north edge of the property to determine seasonal variations in results
- Investigate the extent of the landfill deposition area and the composition of the waste fill
- Determine the thickness of the landfill cover and test composition
- Report on findings and prepare a Response Action Plan as necessary to meet regulatory requirements under Part 201 of the Natural Resources and Environmental Protection Act (NREPA)

MSG has agreed to provide these services for the not to exceed cost of \$39,700. This work will require a budget amendment with \$20,000 in funding provided by the Saginaw Chippewa Indian Tribe in their fall 2020 two-percent grant awards and the remaining \$19,700 to be cover by the general fund.

MSG also provided a road map document (attached) that lays out the projected future tasks based on the information that we have now. It provides a rough understanding of the tasks required in determining the need for mitigation or ongoing monitoring at the site. However, this may change based on the current testing and modeling being recommended for approval. Because of the wide variability in mitigation methods, in both effectiveness and cost, this road map appears to be the best course of action to meet the city's obligations in regards to this site.

Recommendation:

I recommend the City Commission authorize, along with the associated budget amendment, a contract extension with The Mannik Smith Group for a not-to-exceed amount of \$39,700 to perform environmental consulting services at the former city landfill.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
BAY CITY DISTRICT OFFICE

EGLE

LIESL EICHLER CLARK
DIRECTOR

June 5, 2019



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John Zang
City of Mt. Pleasant Department of Public Works
1303 North Franklin Street
Mt. Pleasant, Michigan 48858

Dear Mr. Zang:

SUBJECT: Compliance Communication Regarding the Release at Mt. Pleasant,
City of Landfill, West Pickard/1303 North Franklin Street, Isabella County,
Michigan; DEQ ID No. 37000174

The Department of Environment, Great Lakes, and Energy (EGLE) has information indicating environmental contamination is present on the property located at the former City of Mt. Pleasant landfill, West Pickard, and North Franklin Streets (Property). Subject to Michigan's environmental cleanup law, Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, EGLE considers The City of Mt. Pleasant responsible for the contamination.

During surface water sampling of the Chippewa River on October 25, 2018, Michigan Department of Environmental (MDEQ) staff observed tiles on the bank of the Chippewa River that had groundwater draining onto the banks and down to the river. The MDEQ requested the City of Mt. Pleasant to sample these tiles. Analytical results provided by the City of Mt. Pleasant revealed contaminant concentrations above criteria. Ammonia levels were detected at 44,000 parts per billion (ppb). Boron was detected at 600 ppb. Selenium was detected at 9.9 ppb. Per- & polyfluoroalkyls (PFAS) analyses detected perfluorooctanesulfonic acid (PFOS) at 16 parts per trillion. In addition, a composite groundwater sample reported from the monitoring wells surrounding the landfill in 1981 had concentrations of Ammonia at 23,000 ppb.

An area where hazardous substances exceed the criteria for unrestricted residential use is known as a Facility as defined in Part 201, which triggers obligations under the law. The concentration of Ammonia, Boron, Selenium, and PFOS found at the Property makes it a Facility regulated by Part 201, and steps are required to clean up the contamination.

As a person liable under Section 20126 of Part 201, the City of Mt. Pleasant has responsibility for an affirmative obligation to comply with Section 20114 of Part 201, which lists the requirements of a liable party to address environmental contamination. These steps include, as applicable:

- Immediately taking measures to contain or remove the contamination source;
- Immediately identifying and eliminating any threat of fire or explosion or direct contact hazards;

- Notifying the EGLE and affected neighbors if contamination has migrated off the Property;
- Delineating the extent of the contamination; and
- Undertaking the cleanup of the contamination.

Additional requirements under Section 20114 of Part 201 may apply to this situation.

EGLE is requesting the City of Mt. Pleasant to submit any information that the City of Mt. Pleasant believes will demonstrate compliance with Part 201 by July 8, 2019, to the following address:

Larry Engelhart, Project Manager
Bay City District Office
Remediation and Redevelopment Division
Department of Environment, Great Lakes, and Energy
401 Ketchum Street
Bay City, Michigan 48708
Telephone 989-894-6257
Email: engelhartl@michigan.gov
Fax: 989-891-9237

Since environmental contamination is present on the Property, the City of Mt. Pleasant also has a responsibility as the owner or operator of the Property to take certain measures, commonly called due care, to ensure that existing contamination on the Property does not cause unacceptable risks and is not exacerbated. The due care provisions are found in Section 20107a of Part 201, and include:

- Preventing exacerbation of the existing contamination;
- Preventing unacceptable human exposure and mitigating fire and explosion hazards to allow for the intended use of the Mt. Pleasant, City of Landfill Facility in a manner that protects the public health and safety; and
- Taking reasonable precautions against the reasonably foreseeable acts or omissions of a third party.

Additional guidance on complying with due care is found in Part 10 (Compliance with Section 20107a of Act) of the Part 201 Administrative Rules.

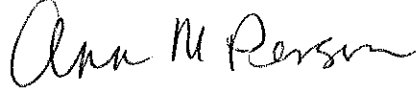
EGLE requests that the City of Mt. Pleasant take the necessary steps to comply with Part 201. In addition, EGLE recommends that the City of Mt. Pleasant confers with an environmental consultant to assist in complying with the provisions of Part 201.

The explanations of Part 201 in this letter should not be considered a complete listing of the City of Mt. Pleasant's legal obligations. The Part 201 statute and rules can be found in its entirety at the EGLE Web site: www.michigan.gov/deq, by clicking on 'Land', 'Land Remediation & Redevelopment', then 'Site Investigation and Remediation'.

The information used to prepare this letter is located in EGLE, Bay City District Office located at 401 Ketchum Street, Bay City, Michigan, 48708. If the City of Mt. Pleasant wishes to review this information or if you have questions regarding this letter, please contact Larry Engelhart, Project Manager, at 989-894-6257 or via email at engelhartl@michigan.gov; or you may contact me at the telephone number listed below.

EGLE looks forward to your cooperation in addressing the contamination at the former landfill/Chippewa River Facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann M. Person". The signature is fluid and cursive, with the first name "Ann" being the most prominent.

Ann M. Person, District, Supervisor
Bay City District Office
Remediation and Redevelopment Division
989-894-6248

cc: Mr. Troy Techlin, Saginaw Chippewa Indian Tribe
Ms. Katherine Kruse, EGLE
Mr. Mitch Adelman, EGLE
Mr. Joshua Mosher, EGLE
Mr. Charlie Bauer, EGLE
Mr. Larry Engelhart, EGLE
Ms. Jenn Rezmer, EGLE



Environmental Cleanup – Citizen's Guide

What You Need to Know if You Own or Purchase Property with Environmental Contamination

INTRODUCTION

This fact sheet will help you understand how Michigan's environmental cleanup programs affect you as an owner, operator, or potential purchaser of contaminated property. While general questions about the state cleanup program are addressed in this document, more specific information is available at Michigan.gov/EGLERRD or by calling the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division at 800-662-9278.

THE LAW GUIDING MICHIGAN'S CLEANUP PROGRAMS

The Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), regulates facilities of environmental contamination in Michigan. This law includes many "Parts" related to protecting human health and managing contaminated sites. **EGLE's Remediation and Redevelopment Division (RRD) administers two of these parts, or programs: Environmental Remediation¹ and Leaking Underground Storage Tanks².** The origin of the release determines which program applies to a contaminated property.

The Environmental Remediation program covers releases of hazardous substances from a variety of sources (i.e. commercial and industrial processes, above ground storage tanks, environmental emergencies, etc.). The Leaking Underground Storage Tank program covers releases from underground storage tanks. Both programs address who is responsible for cleaning up the hazardous substances, how to determine exposure risks, and how to inform the RRD of response activities taken to address the environmental contamination.

~~Facilities that are classified as treatment, storage and disposal sites³; waste disposal areas⁴; or oil, gas and mineral wells⁵ are regulated under other parts of the~~

~~NREPA and are not included in the two cleanup programs described in this document. Contact EGLE at 800-662-9278 or visit Michigan.gov/EGLE for more information about these programs.~~

There are also **federal** cleanup laws and requirements that may affect you, including liability under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, or Superfund), and the Resource Conservation and Recovery Act (RCRA). Contact RRD if you have questions about liability under CERCLA.

ARE YOU LIABLE FOR A CONTAMINATED PROPERTY?

You are **not** liable for the cost of cleanup actions under Michigan's environmental remediation or leaking underground storage tank programs or for oil, gas or mineral wells if:

- 1) You are not responsible for causing a release of a hazardous substance; *and* you became an owner or operator of contaminated property before June 5, 1995 (or March 6, 1996 for sites with leaking underground storage tanks):

OR

- 2) You become the owner or operator of a contaminated property on or AFTER June 5, 1995 (or March 6, 1996 for leaking underground storage tank sites), *and* you were not responsible for the release that caused the contamination, *and* you conduct an adequate Baseline Environmental Assessment (BEA) for your property prior to or within 45 days of becoming the owner or operator, *and* you submit the BEA to the DEQ within the required timeframe, *and* you disclose the results of the BEA to subsequent purchasers or transferees (see *Baseline Environmental Assessments*).

The same liability principles apply to people who control, but do not own, property – they are designated as "operators." People who lease property will often be operators.

¹ Part 201 (Environmental Remediation) of NREPA

² Part 213 (Leaking Underground Storage Tanks) of NREPA

³ Part 111 (Hazardous waste Management) of NREPA

⁴ Part 115 (Solid Waste Management) of NREPA

⁵ Part 615 (Supervisor of Wells) and Part 625 (Mineral Wells) of NREPA

DO YOU HAVE TO CLEAN UP CONTAMINATED PROPERTY?

A “facility” is defined by Michigan’s cleanup programs as any area, place, or property where a hazardous substance in excess of the established state cleanup standard for residential property has been released, deposited, disposed of, or otherwise comes to be located. Property is no longer a facility when actions to remove, reduce or treat the contamination are completed, lowering the amount of contamination to a level that is below the state’s unrestricted residential cleanup standards (see Cleanup Standards).

If you are liable for a facility, you are obligated by law to take appropriate response activities at that property. In particular, if you currently own or operate property that you know is a facility and you caused the contamination or are otherwise liable, you must: immediately stop a release at its source; control or eliminate any fire, explosion and direct contact hazard; remove liquid wastes and highly contaminated soils; identify the hazardous substances and the area affected by the release; and take actions to clean up the contamination and/or prevent exposure to hazardous substances.

DUE CARE OBLIGATIONS

All owners and operators of a facility, even if you are not liable for the contamination, have “due care” obligations.

“Due care” means that an owner or operator of a facility is required to take measures to prevent unacceptable exposures to hazardous substances or create conditions that worsen the contamination. With certain exceptions, an owner or operator of a facility shall do all of the following with respect to contamination existing at the facility:

- ▶ Not worsen the existing contamination.
- ▶ Prevent unacceptable human exposure and reduce fire and explosion hazards to allow for the intended use of the facility that is protective of the public health and safety.
- ▶ Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party.
- ▶ Provide notification to EGLE and others.

- ▶ Provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the property.
- ▶ Comply with any land use or resource use restrictions established or relied on in connection with the response activities.
- ▶ Not impede the effectiveness or integrity of any land use or resource use restriction.

Measures may include response actions such as providing alternate water to prevent people from drinking contaminated groundwater or maintaining a barrier over contaminated soil to prevent contact with contaminated soil. What measures are needed is determined by evaluating both the property use and the existing contamination. Due care requirements are not related to the owner or operator’s liability for the contaminants; they apply to non-labile parties and liable parties alike. The due care requirements were designed so contaminated properties could be safely used and redeveloped.

Visit Michigan.gov/EGLEDueCare for more information about due care.

BASELINE ENVIRONMENTAL ASSESSMENTS

A properly conducted and submitted Baseline Environmental Assessment (BEA) allows a person to acquire or begin operating at a facility without being held liable for existing contamination. A BEA is only conducted on a property that is a facility. The only sure way to find out if a property is a facility is to evaluate the property and its history. New owners or operators should have an Environmental Professional conduct an All Appropriate Inquiry (AAI) or a Phase I Environmental Assessment, which, at a minimum, requires the review of past activity on the property – including land and chemical use; review of regulatory agency files on the property; and a visual survey of the property to look for signs of soil staining or other indicators of possible contamination. If there are conditions indicative of a release, soil and ground-water samples are collected to determine if contaminants are present at concentrations above the unrestricted residential cleanup criteria. A BEA includes the AAI or Phase I report and the sampling and analysis that confirm that the property is a facility.

To take advantage of the liability protection provided by a BEA, as a new owner or operator, you must:

1. Conduct the AAI and BEA prior to, or within 45 days after the date of purchase, occupancy or foreclosure, whichever occurs first,

AND

2. Submit the BEA report to EGLE and subsequent purchasers and lessees.

The BEA must be submitted to EGLE within six months of the date of purchase, occupancy, or foreclosure, whichever comes first.

New residential property owners or operators can be exempt from liability and the need to conduct a BEA *if* hazardous substance use at the property will be consistent with normal residential use. This includes chemical lawn treatments, paints, cleaners, and other house-hold products in quantities found in a typical home. There are also other limited exemptions to the requirement to perform a BEA, including exemptions for commercial lessees. However, it may be necessary in these cases to gather data to determine appropriate "due care" measures and potential limitations on the property use to prevent unacceptable exposures.

Completing a BEA or relying upon an exemption can give you liability protection for existing contamination, which means you won't have to pay for cleaning up contamination you didn't cause. **Remember, however, that you still have "due care" obligations.**

Visit Michigan.gov/BEA for more information on prepare/submitting a BEA.

CLEANUP STANDARDS

The Environmental Remediation program authorizes EGLE to set cleanup standards by considering how the contaminated land is used. Michigan's cleanup standards are risk-based and reflect the potential for human health or ecological risks from exposure to potentially harmful substances at contamination sites. These cleanup standards and other technical guidance to help you make decisions about contaminated property are available at Michigan.gov/EGLEERRD.

If you are cleaning up a facility, you can choose an appropriate category of cleanup standard based on proposed land use. There are five categories of land use-based cleanup standards: unrestricted residential, unrestricted site-specific, restricted residential, restricted non-residential, and restricted site-specific.

The unrestricted residential cleanup standards are the most restrictive remediation criteria for property, because it is assumed that there is the greatest opportunity for exposure to contamination in

residential settings, especially for children. When a facility is cleaned up to residential standards, the property is considered safe for all uses.

If you propose to clean up your property based on non-residential standards, you must demonstrate that the current and future land use and zoning at the property does not allow residential uses. Restricted (limited) categories exist for circumstances that require restrictions on the use of property, such as not allowing residential or institutional uses, or on the natural resources, such as exposure barriers (i.e., paving) or prohibitions on resource use (i.e., don't drink the groundwater) to keep people from being exposed to contamination now and in the future.

If you propose to clean up your property based on any of the restricted categories, certain restrictions must be placed on the property deed to ensure that the use restrictions and exposure barriers remain in place. Some remedial actions may also require a post closure agreement with EGLE and a financial assurance mechanism.

Cleanups based on site-specific land uses are also allowed. Contact EGLE for further information on these cleanups.

EGLE WANTS TO WORK WITH YOU!

The most important thing to remember is that environmental solutions in Michigan depend on what kind and quantity of contaminants are present, where they are located, who or what is at risk of exposure, and how you want to use the property: Each piece of property, each contamination scenario, and each proposed new use is different. Contact us directly to discuss your specific situation and apply the risk management measures to safely reuse your property.

EGLE is committed to working with owners, operators, and purchasers of contaminated properties to make it easier and safer to redevelop property contaminated with hazardous substances.

Michigan offers incentives for redeveloping contaminated, blighted, and functionally obsolete properties, including tax increment financing, brownfield site assessments, and grants and loans. Visit Michigan.gov/EGLEBrownfields for information.

For a statewide listing of EGLE RRD offices, visit Michigan.gov/EGLEERRD.

EGLE will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation. Questions or concerns should be directed to the Office of Human Resources, P.O. Box 30473, Lansing, MI 489093.



March 2, 2021
(Revised and Reissued March 24, 2021)

Mr. Jason Moore, DPW Director
City of Mount Pleasant
320 West Broadway
Mount Pleasant, Michigan

RE: Proposal for Professional Services
1301-1303 North Franklin Street
Mount Pleasant, Michigan

Dear Mr. Moore:

The Mannik & Smith Group, Inc. (MSG) appreciates the opportunity to present this revised proposal for professional environmental consulting services to the City of Mount Pleasant for investigation of the City-owned property at 1301-1303 North Franklin Street in Mount Pleasant, Michigan. The subject site includes a former landfill area located on the City's property. The City of Mount Pleasant wastewater treatment plant and other municipal public works facilities are also located at the site. The former landfill is no longer active and has reportedly been covered with a clay cap.

MSG completed a limited investigation of the shallow groundwater at the site in December 2020 for the City of Mount Pleasant Division of Public Works (DPW). The 2020 shallow groundwater investigation was conducted under a Professional Service Contract between MSG and the City according to the scope of work provided by the City in the Request for Proposals for Professional Environmental Consulting Services for Ground Water Testing Project Number 3. Our report on Ground Water Testing Project Number 3 was issued to the City on December 22, 2020. The report was also issued to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Remediation and Redevelopment Division (RRD), as requested.

This proposal includes a scope of work, fee estimate, and projected schedule for the next phase of investigation of the former landfill area. The scope of work described below has been revised with the addition of a shallow groundwater monitoring event, as requested by the City of Mount Pleasant based on recent comments by EGLE RRD personnel.

The primary objectives of the next phase of investigation are:

- Determine the exact the locations, the ground surface and top of well casing elevations, the total depths, and overall condition of the site monitoring wells. Seventeen monitoring wells were installed at the site by others in 2019-2020. Nine monitoring wells were installed at the site by MSG in 2020. In addition, there may be up to 6 additional monitoring wells that were installed at the site by others in 1977.
- Measure and record static groundwater levels in each of the site monitoring wells, referenced to the respective well top of casing elevations.
- Determine the site-specific groundwater flow direction for the shallow groundwater zone.
- Conduct a groundwater monitoring event utilizing existing groundwater monitoring wells in close proximity to the Chippewa River and to the wet areas in the northern and northeast portions of the site.
- Investigate the lateral and vertical extent of waste fill at the site, and the composition of the waste fill.

TECHNICAL SKILL.
CREATIVE SPIRIT.

- Determine the thickness of the landfill cover (clay cap).
- Collect samples of the landfill cover materials and test selected samples for relevant engineering properties.
- Prepare a technical report documenting the investigative findings.
- Develop a work plan (Response Action Plan) for additional investigation, as necessary and appropriate based on the findings of the work proposed herein and EGLE RRD regulatory requirements under Part 201 of Michigan Public Act 451, 1994, as amended, also referred to as the Natural Resources and Environmental Protection Act (NREPA).

BACKGROUND

The landfill at the subject site reportedly operated from the 1950s until approximately 1975. For at least part of that time (in the 1960s), the landfill was apparently licensed as a Solid Waste Disposal Area under former Michigan Public Act 87 (Garbage and Refuse Disposal). The landfill reportedly has a clay cap. The Chippewa River borders the site on the west, although it does not appear that the former landfill area extends laterally to the river.

In late 2018, a clay tile pipe located on the riverbank at the site was identified to be draining into the river. Further investigation by City personnel found four additional pipes near the former landfill area. Water being discharged by the clay pipes was sampled and analyzed. Subsequent investigation by the City and an environmental services provider contracted by the City found elevated levels of regulated substances in the discharge water, including elevated levels of per and polyfluoroalkyl substances (PFAS). Initial investigation of groundwater at the site conducted in 2019 indicated that PFAS concentrations in site-specific shallow groundwater samples exceeded regulatory levels (Part 201 Generic Cleanup Criteria) for both the drinking water (DW) and groundwater surface water interface (GSI) exposure pathways.

Additional monitoring wells were installed at the site in 2019-2020 and additional groundwater samples were collected and analyzed. The groundwater sample analytical results indicated that PFAS concentrations and concentrations of other analytes (metals, volatile organic compounds, semivolatile organic compounds, polychlorinated biphenyls) exceeded Part 201 residential and/or nonresidential Generic Cleanup Criteria (GCC). Shallow groundwater occurs at the site in the uppermost 10-15 feet of the subsurface. The site-specific shallow groundwater flow direction has not been determined. Deeper groundwater underlying the site has not been investigated.

The City of Mt. Pleasant has been working closely with EGLE RRD since the discharge into the Chippewa River was first discovered. Seventeen groundwater monitoring wells have been previously installed in and around the landfill area at the site. Groundwater samples have been collected from most of the wells and have been analyzed for an extensive parameter list. The clay pipes have reportedly been grouted and capped.

MSG conducted Ground Water Testing Project Number 3 for the City in November and December 2020 under the scope of work specified in the Request for Proposals issued by the City in August 2020. Nine additional shallow groundwater monitoring wells were installed by MSG, with six of the wells being located in close proximity to the Chippewa River. Groundwater samples were collected from the nine new monitoring wells and from four of the monitoring wells installed at the site in 2019-2020. The groundwater samples were analyzed for an extensive suite of analytes including PFAS compounds. The results of Ground Water Testing Project Number 3 indicated that the shallow groundwater at some of the onsite monitoring well locations, including locations in close proximity to the Chippewa River, contained concentrations of PFAS compounds and dissolved phase metals (boron and arsenic) that exceeded Part 201 GCC for the DW and/or GSI exposure pathways.

A meeting with City of Mount Pleasant, EGLE RRD and MSG personnel was convened on February 22, 2021 to review the results of Ground Water Testing Project Number 3. During the meeting, EGLE RRD personnel outlined additional site characterization necessary for regulatory compliance under Part 201 of NREPA. This proposal contains a proposed scope of work and fee estimate to complete the next phase of site characterization required by EGLE.

SCOPE OF WORK

The scope of work for this phase of site characterization consists of four main tasks, as described below:

Task 1: Monitoring Well Survey – A survey of the existing groundwater monitoring wells at the site, including: the nine monitoring wells installed by MSG in November 2020; the seventeen monitoring wells installed by AKT Peerless in 2019-2020; six monitoring wells installed by Keck Consulting Services, Inc. in 1977; and any other monitoring wells that may be encountered at the site during the field survey, will be conducted by MSG personnel. The monitoring well survey will include the following:

- Establishing the location coordinates, ground surface elevation and top of casing elevation of each monitoring well at the site.
- Measuring and recording the static water level in each well, referenced to the well top of casing elevation.
- Measuring and recording the total depth of each monitoring well.
- Examining the wells and determining each well's overall condition and suitability for use in characterizing the site's hydrogeologic conditions.

The location coordinates of each monitoring well will be established relative to the State Plane South coordinate system. The top of casing elevations will be established to the nearest 0.01 foot by a professional survey crew from MSG's Canton, Michigan office. Ground surface elevations at the monitoring well and exploratory boring locations (see Task 2 below) will be established to the nearest 0.1 foot.

Task 2: Shallow Groundwater Monitoring Event - As requested by EGLE RRD personnel, a groundwater monitoring event will be conducted following completion of the Task 1 monitoring well survey. The selection of groundwater monitoring wells to be sampled for the groundwater monitoring event will be based on the results of the Task 1 monitoring well survey. Pending the results of the monitoring well survey, we anticipate sampling the following twelve existing groundwater monitoring wells:

- MW-101 through MW-106 installed by MSG in November 2020 and located along the Chippewa River
- MW-9-20, MW-10-20, MW-14-20, and MW-15-20 installed by others in 2020 and located near the wet areas of the site.
- MW-108 and MW-109 installed by MSG in November 2020 and located near the wet areas on the north and northeast sides of the site.

The groundwater samples collected from the monitoring wells will be analyzed by an independent, accredited analytical laboratory for an extensive parameter list requested by EGLE including:

- Volatile organic compounds (VOCs).
- Semivolatile organic compounds (SVOCs) including polynuclear aromatic hydrocarbons (PNAs).
- Dissolved phase metals including the Ten Michigan Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), aluminum, antimony, beryllium, boron, nickel, and thallium
- Polychlorinated biphenyls (PCBs).
- Per and polyfluoroalkyl substances (PFAS – EGLE list of 28 PFAS compounds dated October 1, 2019).

A blind duplicate groundwater sample will also be collected and analyzed for the above noted parameters. In addition, a trip blank sample will be analyzed for VOCs, and a field blank sample will be analyzed for PFAS. The results of the groundwater monitoring event will be incorporated into the Interim Report described below under Task 4.

Task 3: Exploratory Borings – Two days of exploratory drilling and sampling are proposed to determine the lateral and vertical extent and the nature (composition) of waste fill at the site, and to collect samples of the cap material for

laboratory testing for engineering properties. Drilling and sampling will be conducted by MSG personnel using a track mounted direct push Geoprobe® drill rig. The exploratory borings will be logged in the field by trained personnel under the supervision of a Certified Professional Geologist. It is anticipated that 6-10 borings can be completed each day, depending on boring depths. It is anticipated that the borings will extend from approximately 25 to 40 feet below the ground surface, as necessary to determine the depth of waste fill at a given boring location. The exact boring locations and depths will be determined in the field as the drilling and sampling proceeds. The boring locations and ground surface elevations will be established using a hand-held global positioning system (GPS) with sub-centimeter accuracy capability.

Samples of the clay cap material will be collected for classification under the Unified Soil Classification System and for laboratory testing. Laboratory analysis of grain size distribution by sieve and hydrometer (ASTM D7928) and Atterberg Limits (ASTM D4318) will be conducted. Laboratory analysis of three to five clay cap samples is anticipated. These analyses will be conducted in MSG's Canton, Michigan geotechnical engineering laboratory. In addition, up to four samples of cohesive soils underlying the waste fill, if encountered in the exploratory borings, will also be tested for grain size distribution and Atterberg Limits.

Each exploratory boring will be backfilled with the soils and/or waste fill from the boring of origin. The clay cap portion of each borehole will be backfilled with hydrated bentonite. Any leftover waste fill materials that cannot be returned to the borehole of origin will be containerized in DOT-approved steel drums, as necessary. The drums will be staged at a location selected by City of Mount Pleasant personnel.

Task 4: Interim Report – The data and information obtained in Tasks 1 through 3 as described above will be reviewed and evaluated. An interim technical report describing the investigative methods and results obtained will be prepared. A draft of the interim report will be submitted to City of Mount Pleasant personnel for review and comment prior to finalization. The interim technical report will include a table of monitoring well characteristics (including GPS location coordinates, ground surface elevations, and top of casing elevations) and static water levels; a site map showing the locations of the site monitoring wells and the exploratory borings using a drone aerial photo base map; boring logs with GPS location coordinates and ground surface elevations for the exploratory borings; a site-specific groundwater elevation contour map for the shallow groundwater zone; determination of the hydraulic gradient and groundwater flow direction for the shallow groundwater zone; and a preliminary conceptual site model (CSM). The Task 2 groundwater sample analytical results will be tabulated and compared to applicable Part 201 residential and nonresidential GCC. The interim report will be prepared in a format that is appropriate for submittal to EGLE.

Task 5: Response Action Plan – As discussed during the February 22, 2021 project review meeting with EGLE RRD personnel, additional characterization of site hydrogeologic conditions beyond the scope of work described in this proposal is expected to be necessary to fulfill EGLE's requirements. Therefore, a Response Action Plan will be prepared describing additional investigation necessary to meet EGLE's requirements for characterizing the site and site hydrogeologic conditions. It is anticipated that the additional investigation described in the Response Action Plan will focus primarily on: 1) investigation and characterizing deep hydrogeologic conditions for aquifers that may be present underneath the shallow groundwater zone at the site, 2) evaluating the relevance of the drinking water exposure pathway, and 3) development of an updated and more detailed CSM for the site. The CSM will be used and refined in an iterative manner as new data/information is gathered and understood, in order to facilitate potential mitigation measures and to aid in future decision making. MSG has found this approach to be an effective and cost efficient method to eliminate the need for unnecessary or gratuitous sampling and investigation efforts. The Response Action Plan will be prepared in a format that is suitable for submittal to EGLE RRD for approval.

The specific scope of work for the additional site characterization that will be described in the Response Action Plan will be dependent on the findings of above noted Tasks 1-3 and on any review comments that EGLE may offer regarding the Task 4 Interim Report.

SCHEDULE

The estimated time to complete Tasks 1-5 as described above following authorization to proceed from the City of Mount Pleasant are as follows:

Task 1: Monitoring Well Survey – two to three weeks

Task 2: Groundwater Monitoring Event – three weeks

Task 3: Exploratory Borings and Laboratory Testing – three to six weeks

Task 4: Interim Report – five to six weeks

Task 5: Response Action Plan – six to eight weeks

The estimated schedule assumes that site ground surface and weather conditions at the time of authorization to proceed will be suitable for conducting field activities.

ASSUMPTIONS

The scope of work and fee estimate described in this proposal are based on the assumption that any investigation derived waste (IDW) will not require any special handling or management and will be disposed of by the City of Mount Pleasant. Costs for characterization and/or disposal of IDW are not included in this proposal. It is anticipated not more than one 55-gallon drum of IDW will be generated.

PROJECT FEE

MSG proposes to perform this project on a time and materials, not to exceed fee basis. The not to exceed fee basis means that the project will be charged only for effort actually expended, to a maximum of the total identified below. Fees may be below but not above the project total without prior authorization upon justification to the City of Mount Pleasant. Fees will be based upon the number of actual hours work by each employee multiplied by the employee's classification billing rate. Direct expenses will be charged to this project without any markup. Subcontractor fees will be billed at cost plus ten percent.

The Scope of Work for this project has been detailed above and enables MSG to estimate the work effort required to complete each task. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

Total Time & Materials, Not to Exceed Fee\$39,700

For the purposes of fiscal control, MSG will notify you prior to such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above fee estimate should significant variation be requested.

Work requested to be performed by the City of Mount Pleasant beyond the Scope of Work described herein, (e.g., meetings, presentations, report copies, or other related activities beyond those described above) will be charged on the same time and materials fee basis.

AGREEMENT

If this proposal meets with your approval, you may signify acceptance by signing and dating the designated locations attached and returning one signed copy to the undersigned. Your signature will be our written authorization to proceed with the project. Alternately, you may issue a purchase order referencing the date and scope of this proposal.


If the City of Mount Pleasant wishes to enter into a professional services contract with MSG, please provide us with a copy of the contract for review. We will respond in a prompt manner.

MSG appreciates the opportunity to provide this proposal to the City of Mount Pleasant. Please do not hesitate to contact the undersigned if you have any questions, require clarifications pertaining to the specifics of this proposal, or would like additional information.

Sincerely,



Walter J. Bolt, CPG, PMP
Senior Vice President



David J. Adler, CPG
Senior Project Geologist

**ATTACHMENT A
AGREEMENT FOR SERVICES**

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: March 2, 2021
(Revised and Reissued March 24, 2021)

Proposal Number: OP 210419

THE CITY OF MOUNT PLEASANT, MICHIGAN

THE MANNIK & SMITH GROUP, INC.

Signature



Signature

Name (Printed)

Walter J. Bolt, CPG, PMP

Name (Printed)

Title

Senior Vice President

Title

Date

March 24, 2021

Date

**The Mannik & Smith Group, Inc.
Standard Terms and Conditions**

Services: The Mannik & Smith Group, Inc. (MSG) will perform the Scope of Work as set forth in MSG's proposal and in accordance with these Terms & Conditions. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work for this Agreement was prepared at Client's request. In the event that the Scope of Work or a portion thereof for this Agreement, was developed by a party other than MSG, MSG makes no claims as to its adequacy, since MSG was not involved in or privy to the information and considerations that it reflects. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

Additional Services: The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, the Client shall pay for such additional services in an amount, and manner as the parties may subsequently agree.

Compensation: In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the Project is not exceeded.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, Subcontracted Services and Reimbursable Expenses without reduction of MSG's compensation. Payment for MSG's services shall be made in United States dollars.

Project Requirements: The Client has the right to retain its own consultants and contractors (Client's Consultants) to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care provision. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall

identify a representative authorized to act on Client's behalf with respect to the Project.

Period of Service: MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control.

Payment Terms: Client recognizes that time is of the essence with respect to payment of Consultant's invoices and that timely payment is a material part of the consideration of this Agreement. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return of all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination.

Assignment: In lieu of any provision in this Agreement against assignment, MSG or the Client may propose an assignment of its rights and responsibilities under this Agreement to a third party when the following conditions have been met: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the party subject to assignment has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

Betterment: If, due to MSG's error, any required item or component of the project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or

betterment to the project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Buried Utilities: Client will furnish to MSG information identifying the type and location of utility lines and other man-made objects beneath the Project Site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other man-made objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, Consultant reserves the right to notify local utility protection agencies or services, and to delay project implementation until these agencies or services have identified known utility lines or other subsurface man-made objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other man-made objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other man-made objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

Changed Costs: MSG shall have the right to increase its hourly rates, payable by Client to MSG, for any non-lump sum fee in the event that performance of this Agreement extends beyond one year from the date of execution.

Compliance with Laws: MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality: MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information that is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages: The Client and MSG waive consequential damages which include but are not limited to profits, loss revenues, loss of

use, loss of financing and loss of reputation, for claims, disputes or other matters in question arising out of, or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, equity or that might arise out of or being included with the parties' indemnification obligations.

Cost Estimates or Opinions: MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service: The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own cost, if timely notified by Client.

Design Professional as Business Entity: Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance of the Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

Disease Transmission: MSG shall have no responsibility for the transmission of communicable disease such as COVID-19 or other corona virus (Virus), or exposure of persons to Virus discovered at the premises. MSG cannot prevent Client and/or Client's Invitees from becoming exposed to, contracting, or spreading Virus while utilizing MSG's services. It is not possible to prevent against the presence of the disease. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's Invitees to and/or increasing Client's and/or Client's Invitees' risk of contracting or spreading Virus. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Virus related health issue or exposure.

Dispute Resolution: In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Force Majeure: MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

Governing Law: The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

Indemnification: MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

Independent Consultant: MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties: The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance: At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	\$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate

Automobile Liability:	\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	\$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Integration: This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

Lien Rights: MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Notification of Hazardous Materials: The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (Hazardous Materials), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorney fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have migrated onto, or under, the Project Site except for those events caused by the sole negligence or willful misconduct of MSG. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

- a. Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;
- b. Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
- c. Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
- d. Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under RCRA, the Comprehensive Environmental, Response, Compensation and Liability Act ("CERCLA") or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

Ownership of Documents: Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain an ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting (CADD) and/or building information modeling (BIM) files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data, transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement, to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, that electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Relationship of The Parties: All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

Safety: MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor, nor shall MSG be responsible for the Contractor's failure to perform Contractor's work in accordance with the requirements of the Contract Documents.

Severability: Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care: Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties

or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

Survival: All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work: The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement. If MSG elects to suspend services, MSG shall give fourteen (14) days' written notice to the Client before suspending services. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

Termination: In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days.

Third Party Claims: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

Violations of Law: The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Waiver of Rights: The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2021

PROJECTED ADDITIONAL TASKS – FORMER MT. PLEASANT MUNICIPAL LANDFILL

The following information regarding projected additional tasks anticipated to be necessary to comply with EGLE RRD/Part 201 regulatory requirements for the former landfill area located at 1301-1303 N. Franklin Street in Mt. Pleasant, Michigan is presented in a preliminary sense, as requested. The actual scope of work and associated costs necessary to bring the subject site into full regulatory compliance are dependent on a number of variables, including the outcome of proposed site characterization Tasks 1-4, as noted in Mannik & Smith Proposal No. OP 210419 dated March 2, 2021. The cost estimates provided below for the projected additional work tasks should be considered as preliminary “ball park” estimates that are subject to modification and refinement as the project proceeds.

Task 1: Electromagnetic Survey

- EM-31 electromagnetic survey to refine the delineation of the area of waste fill.
- Estimated costs = \$10,000 (preliminary “ball park” estimate).
- Estimated duration to complete = 4-5 weeks.

Task 2: “Deep” Subsurface Investigation

- Deep exploratory borings – two days of drilling and sampling – 8 to 10 borings - 40 to 50 feet deep.
- Collect and analyze clay samples for permeability related characteristics. Collect and analyze aquifer material samples for hydraulic conductivity related characteristics.
- Deep monitoring well installation – 5 to 6 deep monitoring wells estimated to be 30-40 feet deep.
- Monitoring well development.
- Estimated costs = \$30,000 (preliminary “ball park” estimate).
- Estimated duration to complete = 5-6 weeks.

Task 3: Groundwater Sampling and Analysis

- Static water level survey.
- Collect groundwater samples from deep monitoring wells and selected shallow monitoring wells.
- Analyze groundwater samples for volatile and semivolatile organics, PCBs, dissolved phase metals, and PFAS compounds.
- Estimated costs = \$20,000 (preliminary “ball park” estimate).
- Estimated duration to complete = 4-5 weeks

Task 4: Surface Water Sampling and Analysis

- Collect surface water samples from Chippewa River at 3 locations: 1) upstream of former landfill, 2) along former landfill, and 3) downstream of former landfill
- Analyze river water samples for PFAS (EGLE list) using Method 537 Mod
- Estimated costs = \$4,000
- Estimated duration to complete = 3 weeks

Task 5: Hydrogeologic Report


- Data review and evaluation.
- Subsurface geologic cross sections.
- Groundwater elevation contour maps.
- Analysis of hydraulic gradients, groundwater flow direction, flow velocity.
- Compare groundwater analytical data to Part 201 Generic Cleanup Criteria.
- Update Conceptual Site Model.
- Estimated costs = \$15,000 (preliminary “ball park” estimate).
- Estimated duration to complete = 5-6 weeks.

Task 6: Remedial Action Plan

- Estimated costs = \$15,000 (preliminary “ball park” estimate).
- Estimated duration to complete = 5-6 weeks.

Summary: Estimated costs = \$94,000 (preliminary “ball park” estimate). Estimated time to complete = 26 to 31 weeks.

COMMISSION LETTER #060-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER RESOLUTION IN SUPPORT OF FINAL APPROVAL OF
TEMPORARY TRAFFIC CONTROL ORDER # 2-2020

The following traffic control order has been in place for more than 90 days and staff is recommending it be approved as a final order. The signs were originally placed in July 2020 but the temporary period was extended due to the limitations of the use of Parking Lot #12 east entrance during the construction of the lift station.

The City Commission will recall the agreement with Michigan Community Capital to ensure these public parking lots would be available for overnight parking. The final approval of this order will implement that contractual agreement.

TCO #2-2020- Place overnight permit parking sign in City Parking Lot #12. Permits will be for every night for the entire lot. Place overnight permit parking in the City Hall parking lot. Permits will be for every night. This includes the entire lot except for the three reserved spaces for City of Mt. Pleasant DPW and the 4 reserved spaces for City Hall tenants.

No comments have been received during the temporary time period.

Recommended Motion:

Move to approve the resolution as drafted in support of final approval for traffic control order #2-2020.

NJR/ap



City of Mt. Pleasant, Michigan Traffic Control Order

TRAFFIC CONTROL ORDER NO. 2-2020

Issued By: Ahmed Tewari Date: 06/25/2020
Traffic Engineer

Signs/work by: Chris Byrnes Date: 7/29/2020
Street Department

Filed/ Attested: [Signature] Date: 10/12/2020
City Clerk

Note: Due to construction activity at the east entrance to Parking Lot #12 during the original temporary period, this 90-day temporary order time frame was reset. No tickets have been issued.

This Traffic Control Order shall be presented to the City Commission and may receive final approval not more than 90 days from the date the work was performed by the Street Department. It shall not be renewed or extended except upon action by the City Commission.

Content:

Place overnight permit parking sign in city parking lot 12. Permits will be for every night for the entire lot.

Place overnight permit parking sign in the City Hall parking lot. Permits will be for every night. This includes the entire lot except for the three reserved spaces for City of Mt. Pleasant DPW and the 4 reserved spaces for city hall tenants.

WHEREAS, the Traffic Engineer of the City of Mt. Pleasant requests that the City Commission issue Traffic Control Order No. 2-2020:

1. Place overnight permit parking sign in city parking lot 12. Permits will be for every night for the entire lot.
2. Place overnight permit parking sign in the City Hall parking lot. Permits will be for every night. This includes the entire lot except for the three reserved spaces for City of Mt. Pleasant DPW and the 4 reserved spaces for city hall tenants.

Said traffic control order was presented to the City Commission on October 12, 2020, for review and after reviewing said control order and being fully advised in the premises,

BE IT RESOLVED, that the City Commission approves traffic control order No. 2-2020 as a permanent traffic control order.

COMMISSION LETTER #061-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER BUDGET AMENDMENT FOR BROADWAY STREET CLOSURE

During the March 22 work session, general agreement was reached to fund all of the appearance improvements and possible activities proposed to enhance the Broadway Street closure in 2021. These improvements are expected to result in a more positive impact to more downtown businesses and community members as a result of the closure. The memo from that work session packet is attached for reference.

Based on the general agreement reached, staff is recommending a budget amendment not-to-exceed \$52,000 from the Economic Initiatives Fund. These funds will be used to improve the appearance and provide activities (subject to gathering restrictions) as outlined in the memo from Downtown Development Director Michelle Sponseller dated March 30, 2021. The estimate for barricades has been reduced by \$3,000 since the work session discussion due to identification of a source of used barricades.

Recommended motion:

Move to approve a budget amendment of \$52,000 from the Economic Initiatives Fund for Broadway Street closure appearance and activity improvements as presented.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager

CC: William R. Mrdeza, Director of Community Services and Economic Development

FROM: Michelle Sponseller, Downtown Development Director

DATE: March 15, 2021

SUBJECT: Broadway Closure - 2021

Last year, in an effort to assist our downtown businesses as they re-open based on the Governor's Executive Orders, Michigan Department of Health and Human Services, and Central Michigan District Health Department emergency orders, staff proposed the temporary closure of Broadway Street between Main and University to provide businesses space to move some of their operations outdoors and provide space for pedestrian circulation to support social distancing efforts.

Although current health orders have restaurants increased to 50% capacity, it may be some time before they are at 100% capacity and can continue benefiting from this additional outdoor space. In addition, the public provided strong support for this closure and staff has received requests to continue the closure in 2021.

The biggest challenges facing this opportunity is the amount of activity we would like to program during the current COVID restrictions and the uncertainty surrounding when we can gather in greater numbers. The proposed activities are still based on a limited scale and more passive in nature, allowing for residents to gather outside, consistent with the most recent federal, state, and local guidance.

Below are discussion points for recommended start/end dates, naming the area, considerations/challenges, appearance, potential activities and costs. Beyond the basic recommendation to close Broadway between Main and University, additional consideration can include all or a portion of the suggestions below that would enhance the closure are beyond its initial offering in 2020 to provide additional benefit to the affected businesses located downtown.

GENERAL OVERVIEW – REGARDLESS OF RESTRICTIONS

Dates: May 1 – approximately October 17

Name: Broadway Central

Arrangements for Utilization:

- **ADA Spaces**
 - Install ADA space on east side of Main street at Broadway, same location as last year.
- **Loading & Unloading**
 - Signage for area in front of Isabella Bank on Broadway for 10 minute load/unloading. This would serve as a pick-up/take-out area.
- **Trash**

Memorandum



- Daily emptying of trash cans;
- Parks and Public spaces can add this to their daily downtown activities Friday – Sunday when Republic doesn't empty the city cans.
- **Equity of Use**
 - By using QR codes, link to all downtown restaurant/eateries menus, not just those within the closure. Customers can then place orders from any of the 15 establishments. Notes will be included on who delivers and/or offers take-out.
 - Tables will be numbered, making deliveries for those eateries that do so, easy to locate.
 - All retailers offered the space to display merchandise.
- **Appearance**
 - Painted picnic tables (20)
 - Barricades
 - Use white Jersey-barricades and fill with water or purchase concrete barricades that can be painted;
 - Construct more attractive center barricades by repurposing the wrought iron fence in parking lot #6.

Planned Activities (already funded and meet current gathering restrictions):

- Saturday Farmers' Market
- Art Walk Central
 - Offer street for public art installation

APPEARANCE OPTIONS (DEPENDENT ON FUNDING)	
Signage <ul style="list-style-type: none"> • Creating signage for the space and directions around the closure. 	\$1,500
Trash Can Liners (20) <ul style="list-style-type: none"> • For removal trash on a daily basis. Full trash can liners replaced by empty ones. 	\$1,000
Concrete Barricades (4) <ul style="list-style-type: none"> • Paint with a lively design 	\$3,600
Additional Picnic Tables (10)	\$9,000
Market Umbrellas and Bases (30)	\$6,750
Paint the Street <ul style="list-style-type: none"> • Paint between the parking spaces and center line 	\$2,500
Petunia Tree <ul style="list-style-type: none"> • Use existing petunia tree, not currently not in use, secure with sand bags and build a planter box to hide them 	\$750
Edison Lights <ul style="list-style-type: none"> • String lights across street from building to building and would require approval from property owners 	\$15,000 + installation

Memorandum



POTENTIAL ACTIVITIES (DEPENDENT ON GATHERING RESTRICTIONS AND FUNDING)	
Max and Emily's Concerts <ul style="list-style-type: none"> First three Thursday and last Saturday in August 	Already Funded
Thrilling Thursdays <ul style="list-style-type: none"> June thru August 	Already Funded
Games (concrete) <ul style="list-style-type: none"> Corn Hole Tables (3) Chess/Checkers Tables (3) 	\$5,400 \$6,300
Stage for Music <ul style="list-style-type: none"> Set-up small section of the stage and leave up continuously, cover up with tarp when not in use Live Music/DJ <ul style="list-style-type: none"> Call for local musicians to perform at lunchtime or evenings (acoustic music or musicians can bring their own amplifier) 	\$350 No Cost
Art Reach <ul style="list-style-type: none"> Paint the Intersections Art Walk Central – Art Battle 	No Cost
Broadway Beach <ul style="list-style-type: none"> Hope to secure a donation of sand to set-up a beach-like area 	No Cost
Other Partnerships <ul style="list-style-type: none"> Send word out to other organizations for use of space and activities 	No Cost

NOTE: POTENTIAL FUNDING OPTIONS

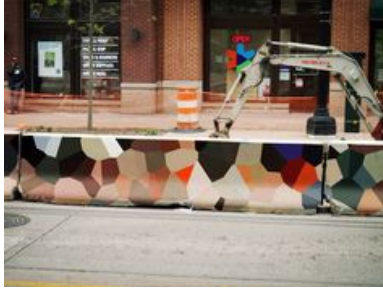
- Economic Initiatives Fund
- General Fund Balance
- Request to Convention and Visitors Bureau
- Sponsorships
- American Recovery Plan / Stimulus (dependent on guidelines for use)

Memorandum

Mt. Pleasant
[meet here]

EXAMPLES

Concrete Barricades



Picnic Tables / Umbrellas and Bases



Painting the Street



Memorandum

Mt. Pleasant
[meet here]

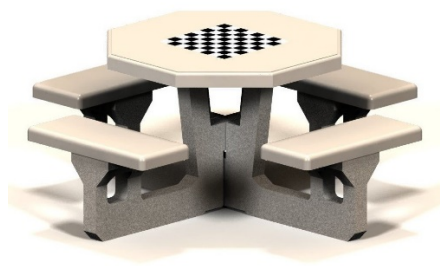
Petunia Tree



Edison Lights



Chess/Checkers and Corn Hole



Memorandum



TO: Nancy Ridley, City Manager

CC: William R. Mrdeza, Director of Community Services and Economic Development
Mary Ann Kornexl, Director of Financial Services and Treasurer

FROM: Michelle Sponseller, Downtown Development Director

DATE: March 30, 2021

SUBJECT: Broadway Central Budget Amendment

The Downtown Development Director is requesting a budget amendment for the following list of appearance and activities for the Broadway street closure called Broadway Central as indicated from the March 22 work session.

Game tables will be phased-in due to gathering restrictions and provides staff an opportunity to gauge effectiveness before purchasing entire quantities. Additionally, we'll be encouraging businesses to extend hours.


APPEARANCE OPTIONS	
Signage <ul style="list-style-type: none">• Creating signage for the space and directions around the closure.	\$1,500
Trash Can Liners (20) <ul style="list-style-type: none">• For removal trash on a daily basis. Full trash can liners replaced by empty ones.	\$1,000
Concrete Barricades (6) <ul style="list-style-type: none">• Paint with a lively design	\$600
Additional Picnic Tables (10)	\$9,000
Market Umbrellas and Bases (30)	\$6,750
Paint the Street <ul style="list-style-type: none">• Paint between the parking spaces and center line	\$2,500
Petunia Tree <ul style="list-style-type: none">• Use existing petunia tree, not currently not in use, secure with sand bags and build a planter box to hide them	\$750
Edison Lights <ul style="list-style-type: none">• String lights across street from building to building and would require approval from property owners	\$15,000 + installation (est. \$2,750)

POTENTIAL ACTIVITIES (DEPENDENT ON GATHERING RESTRICTIONS AND PUBLIC INTEREST)	
Games (concrete)—To be phased in <ul style="list-style-type: none">• Corn Hole Tables (3)• Chess/Checkers Tables (3)	\$5,400 \$6,300
Stage for Music <ul style="list-style-type: none">• Set-up small section of the stage and leave up continuously, cover up with tarp when not in use.	\$350

Requested Action

Review and approve the proposed budget amendment at a cost not-to-exceed \$52,000 for Broadway Central appearance and activities from the Economic Initiatives Fund.

COMMISSION LETTER #062-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: RECEIVE PROPOSED 2022-2027 CAPITAL IMPROVEMENT PLAN AND SET
A PUBLIC HEARING FOR MAY 24, 2021 ON THE SAME

The City Charter requires the City Manager to submit a Capital Improvement Plan (CIP) outlining projected infrastructure spending. The proposed Capital Plan will be provided to the City Commission on Monday, April 12 separate from the packet. The proposed document will be available for public viewing beginning Tuesday, April 13, 2021 on the City's website.


The City is required to hold a public hearing on the Capital Improvement Plan. Consistent with prior years, it is recommended a public hearing on the proposed plan be set for Monday, May 24, 2021.

Recommended Motion:

Receive the 2022-2027 proposed Capital Improvement Plan and set a public hearing for May 24, 2021 on the same.

NJR/ap

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: RECEIVE INFORMATION ON NEIGHBORHOOD ENHANCEMENT GRANT
LIENS AND CONSIDER UPDATE TO PROGRAM PARAMETERS

At the prior City Commission meeting the City Commission approved the acceptance of an additional \$30,000 Michigan State Housing Development Authority (MSHDA) grant for the Neighborhood Enhancement Program and approved parameters for the use of the funds. During the discussion, two questions were raised. In looking into the questions, we are recommending one change to the program parameters for the prior grant program and one change to the upcoming grant program.

Prior Grant Program Recommendation

The prior grant required the recording of a lien for any project over \$7,500. The lien was expected to be a decreasing amount over five years if the property is sold and would expire five years after the project completion.

Because the new program incorporates an owner contribution on the amount of the project exceeding \$7,500 instead of a lien, the question was raised about whether changes could be made to the prior program. There were four prior projects that exceeded the \$7,500 project cost and liens have not yet been filed for those projects. Therefore, if the Commission desires, we could communicate to the property owners a one-time opportunity to contribute 25% of the project cost which exceeds \$7,500 instead of the filing of the lien.

If the Commission desires to make that offer to the four property owners, the following motion would be appropriate.

Recommended Motion:

Move to authorize staff to contact four property owners with projects greater than \$7,500 with an offer of not filing the lien if a 25% owner contribution is paid on the project portion over \$7,500 within one month of the contract.

Changes to New Program Parameters

The question was raised as to whether a property owner who had received property improvements under the prior grant program would be eligible to apply in the second round of grant programs. Upon further reflection we are recommending that individual

properties that received grants in the first round not be eligible in the second round. This is based on the premise of maximizing the use of funds for additional properties.

Recommended Motion:

Move to add a program parameter for the current Neighborhood Enhancement Program which would indicate that properties funded in the first-round of grant awards would not be eligible to apply in the second round.

NJR/ap

Neighborhood Enhancement Program Parameter Overview - 2021 Round 6


Goal: To improve neighborhoods by making exterior improvements to single-family owner occupied homes. These improvements will be of a permanent nature and will enhance the physical appearance of the neighborhood and provide a safe, healthy environment to live.

Criteria:	Grant Funded Projects:	City Funded Projects:
Single-Family Owner Occupied	Yes	Yes
Location	\$30,000.00 Westside Only (see map)	\$30,000.00 for West side and \$30,000.00 for City -wide
Owner-Contribution*	less than \$ 7500.00 - No Over \$ 7500.00 25% matching funds required (on the portion over \$7,500)	less than \$ 7500.00 - No Over \$ 7500.00 25% matching funds required (on the portion over \$7,500)
Taxes paid up to date	Yes	Yes
Minimum funding	\$1,000.00	\$1,000.00
Maximum Funding with no Owner Contribution	\$7,499.00	\$7,499.00
Maximum Funding *	\$10,000.00	\$10,000.00
Maximum number of awards	6 -(Note: Grant limits to no more than 6, but City can decide to have fewer than 6)	Subject to Funds availability
Selection process	Lottery with final adjustments by NRU to fully utilize full funding and meet the Program Guidelines of the Grant	Lottery with final adjustments by NRU to fully utilize full funding and meet the Program Guidelines of the Grant
Exterior only	Yes	Yes
Household income	At or below 120% of median household income	At or below 120% of median household income
Lead Based Paint Asbestos Testing Required to be paid by Homeowner if applicable?	Yes	Yes
No outstanding citations for violations of local codes on any City property.	Yes	Yes
No prior tax foreclosures on any property in the City?	Yes	Yes
Received Funding in 2020 Program	Not Eligible	Not Eligible

* Based on total project cost

COMMISSION LETTER #064-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER NEW SUB-RECIPIENT AGREEMENT WITH NORTHERN
INITIATIVES AND MICHIGAN ECONOMIC DEVELOPMENT
CORPORATION (MEDC)

The attached memo from Community Services and Economic Development Director Bill Mrdeza outlines the history of the CBDG Revolving Loan Funds. As detailed in his memo, the Michigan Economic Development Corporation (MEDC) has recommended an extension of the current agreement until June 30, 2024.

As indicated by Mr. Mrdeza, it is helpful to successfully loan these funds, as once an RLF loan is paid back, the funds can be utilized in our area with fewer requirements. We therefore recommend the City Commission authorize the City Manager to sign the extension of the sub-recipient agreement with North Initiatives and MEDC.

Recommended Motion:

Move to authorize the City Manager to sign the sub-recipient agreement with Northern Initiatives and the Michigan Economic Development Corporation allowing the use of loan funds through June 30, 2024.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager

FROM: William R. Mrdeza
Community Services & Economic Development Director

DATE: March 17, 2021

SUBJECT: Revolving Loan Fund Sub-Recipient Agreement

W.R.M.

Background

In 2017 the Michigan Economic Development Corporation (MEDC) selected Northern Initiatives, based in Marquette, Michigan, to administer a regional revolving loan fund on behalf of the City of Mt. Pleasant. Approximately \$459,616 of these HUD-related funds have been available to loan within the City, based on the amount of funds the City contributed to this program in 2013 as a requirement of the MEDC at that time. City staff and the Middle Michigan Development Corporation (MMDC) have been working with Northern Initiatives to identify projects which qualify for the use of the funds in order to make loans within the City limits. To date, approximately \$344,000 of the total available funds have been loaned or committed to two businesses within the City. Once loaned, the "revolved" funds become "de-federalized" and are then able to be used for projects within any municipality within the eight county Prosperity Region 5.


In 2017 and again in 2019 the City Manager was given the authority by the City Commission to enter into the original Sub-Recipient Agreement with Northern Initiatives for the administration of these loan funds. The current agreement expires on June 30, 2021. The MEDC has now proposed a new Sub-Recipient Agreement with Northern Initiatives for the administration of the RLF program with a beginning date of July 1, 2021 and an ending date of June 30, 2024.

Requested Action

It is requested that the City Commission authorize the City Manager to sign the new Sub-Recipient Agreement with Northern Initiatives and the MEDC, authorizing Northern Initiatives to continue to administer the program on the City's behalf. The terms of the previous agreements have been reviewed by the City's legal counsel and the language in this currently proposed agreement is similar to those. Funds to pay Northern Initiatives for the administration, reporting, and compliance with other requirements of the agreement are eligible expenses and are covered by RLF program funds.

COMMISSION LETTER #065-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER RESOLUTION EXTENDING CONDITIONAL APPROVAL OF A RECREATIONAL MARIHUANA CLASS C GROW OPERATION FOR ABSOLUTE ROYALE INC.

The attached letter from Absolute Royale Inc. requests an extension of a deadline related to the conditional approval of their Recreational Marihuana Class C Grower license at 801 Industrial. The attached memo from City Planner Jacob Kain provides the details on the required dates and a proposed resolution approving the extension request, if the Commission desires. Section 115.03(G) allows the City Commission to extend any deadlines required in Section 115.03(F) upon a showing of good cause. Based on the written request of the conditional license holder the City Commission can consider the resolution as drafted.

Recommended Motion:

Move to approve the resolution extending conditional authorization for Recreational Marihuana Class C grower license for Absolute Royale Inc. at 801 Industrial as presented.

NJR/ap



City Commission
City of Mt Pleasant
Attn: Mr. Jacob Kain

March 25, 2021

Subject: deadline extension

Commission Members,

Absolute Royale, Inc. respectfully requests a deadline extension for filling our Phase 2 submittal of the adult use grower license. To file the Phase 2, the State requires a Certificate of Occupancy which we will not have from you until you inspect our facility once its completed. We would like to ask for a 9-month extension. We hope to be completed well before the 9-month extension but with building supply shortages due to Covid, delays might occur. We recognize these delays are out of our control and we are working with extreme diligence to avoid as many delays as possible.

Thank you for your consideration of this request.

Respectfully,

A handwritten signature in dark ink that reads 'Martha Hollenbeck'. The signature is written in a cursive, flowing style.

Martha Hollenbeck

Absolute Royale, Inc.

Memorandum



TO: Nancy Ridley
City Manager

CC: William R. Mrdeza
Director of Community Services and Economic Development

FROM: Jacob Kain
City Planner

DATE: March 25, 2021

SUBJECT: Deadline extension request – Absolute Royale Inc.

Absolute Royale Inc. has submitted a request that the City Commission grant a nine-month extension of their deadline to meet Section 115.03(F)(1) of the City's Recreational Marihuana Establishments Ordinance. This section requires the applicant to submit the paperwork for the establishment-specific step of the application for a state operating license (and all related applications for stacked licenses) to LARA within 30 days of receiving conditional authorization.

Absolute Royale Inc. received conditional authorization for a Class C Recreational Marihuana Grower at 801 Industrial on February 23, 2021. The applicant's special use permit application will be considered by the Planning Commission on April 8, 2021. The applicant has until August 23, 2022 to receive final authorization from the City.

Section 115.03(G) of the Recreational Marihuana Establishments Ordinance states that the City Commission may extend any of the deadlines upon a showing of good cause. If an extension is granted as requested, the resulting deadline to satisfy the requirements of Section 115.03(F)(1) is December 25, 2021.

Requested Action:

The City Commission consider the attached resolution extending the deadline for Absolute Royale Inc. to satisfy the requirements of Section 115.03(F)(1) to December 25, 2021.

RESOLUTION

WHEREAS, Absolute Royale Inc. received a conditional authorization for a Class C Recreational Marihuana Grower on February 23, 2021; and

WHEREAS, Section 115.03(F) of the Mount Pleasant City Code of Ordinances requires the City Clerk to grant final authorization for conditionally authorized recreational marihuana establishments if the applicant: (1) Submits the paperwork for the establishment-specific step of the application for a state operating license (and all related applications for stacked licenses) to LARA within 30 days of receiving conditional authorization; (2) Submits an application for special use authorization pursuant to section 154.410(B)(4)(p) of the zoning ordinance within 30 days of receiving conditional authorization; (3) Obtains special use authorization within six months of receiving conditional authorization; and (4) Obtains a state operating license within 18 months of receiving conditional authorization; and

WHEREAS, Absolute Royale Inc. has satisfied the requirements of Sections 115.03(F)(2) of the Mount Pleasant City Code of Ordinances by submitting an application for a Special Use Permit to the Planning Commission on March 5, 2021; and

WHEREAS, Absolute Royale Inc. has not yet satisfied the requirements under Section 115.03(F)(1); and

WHEREAS, the conditional authorization granted to Absolute Royale Inc. will otherwise expire because the applicant has not submitted the paperwork for the establishment-specific step of the application for a state operating license (and all related applications for stacked licenses) to LARA within 30 days of receiving conditional authorization as specified under Section 115.03(F)(1); and

WHEREAS, Absolute Royale Inc. has requested a nine (9) month extension to meet the requirement of Section 115.03(F)(1) for cause as outlined in their March 25, 2021 request for extension; and

WHEREAS, Section 115.03(G) of the Mount Pleasant City Code of Ordinances authorizes the City Commission to extend any of the deadlines required by Section 115.03(F) upon a showing of good cause.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Commission of the City of Mount Pleasant finds that Absolute Royale Inc. has established good cause to extend the deadline to meet the requirements of Section 115.03(F)(1).

2. Absolute Royale Inc.'s request under Section 115.03(G) for a nine-month extension to satisfy the requirements of Section 115.03(F)(1) for their Class C Recreational Marihuana

Grower located at 801 Industrial is granted and the deadline date to satisfy such requirements shall be December 25, 2021.

3. Except as otherwise modified by this Resolution, all other deadlines established by Chapter 115 of the Mount Pleasant City Code of Ordinances shall remain in full force and effect.

COMMISSION LETTER #066-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER LICENSE AGREEMENT WITH CENTRAL MICHIGAN
UNIVERSITY FOR WAYFINDING SIGNS

Central Michigan University (CMU) is continuing with the installation of wayfinding signs near and within the campus. In 2018, CMU agreed to a license agreement for such signs which clearly indicates that CMU is responsible for the maintenance of the signs, as well as assistance should the City need to work in the right-of-way. The agreements were prepared by the City Attorney and approved by CMU.

CMU is looking to install two additional larger wayfinding as outlined in the attached memo from City Engineer Stacie Tewari. We are recommending the City Commission authorize the Mayor and Clerk to sign the licensing agreements on behalf of the City.

Recommended Motion:

Move to authorize the Mayor and Clerk to sign the license agreements with CMU for two additional wayfinding signs placed in the right-of-way.

NJR/ap

Memorandum



To: Nancy Ridley, City Manager

From: Stacie Tewari, City Engineer

Date: March 26, 2021

Subject: **Central Michigan University Wayfinding Sign
Parking Lot Sign at Main and Bellows Intersection**

In 2016 and 2018, Central Michigan University (CMU) installed five new wayfinding signs, as part of a larger campus-wide wayfinding project, within city road rights-of-way. Section 98.10 of the City of Mount Pleasant Code of Ordinances requires approval by the City Manager for any signs placed in the city street right-of-way that are not traffic control devices or marker signs placed by the city or state. This approval was granted in writing for these five signs. Additionally, CMU signed licensed agreements for these signs making it their responsibility to remove the signs at CMU's expense, should the city need to complete work within the right-of-way and for CMU to provide maintenance of the signs.

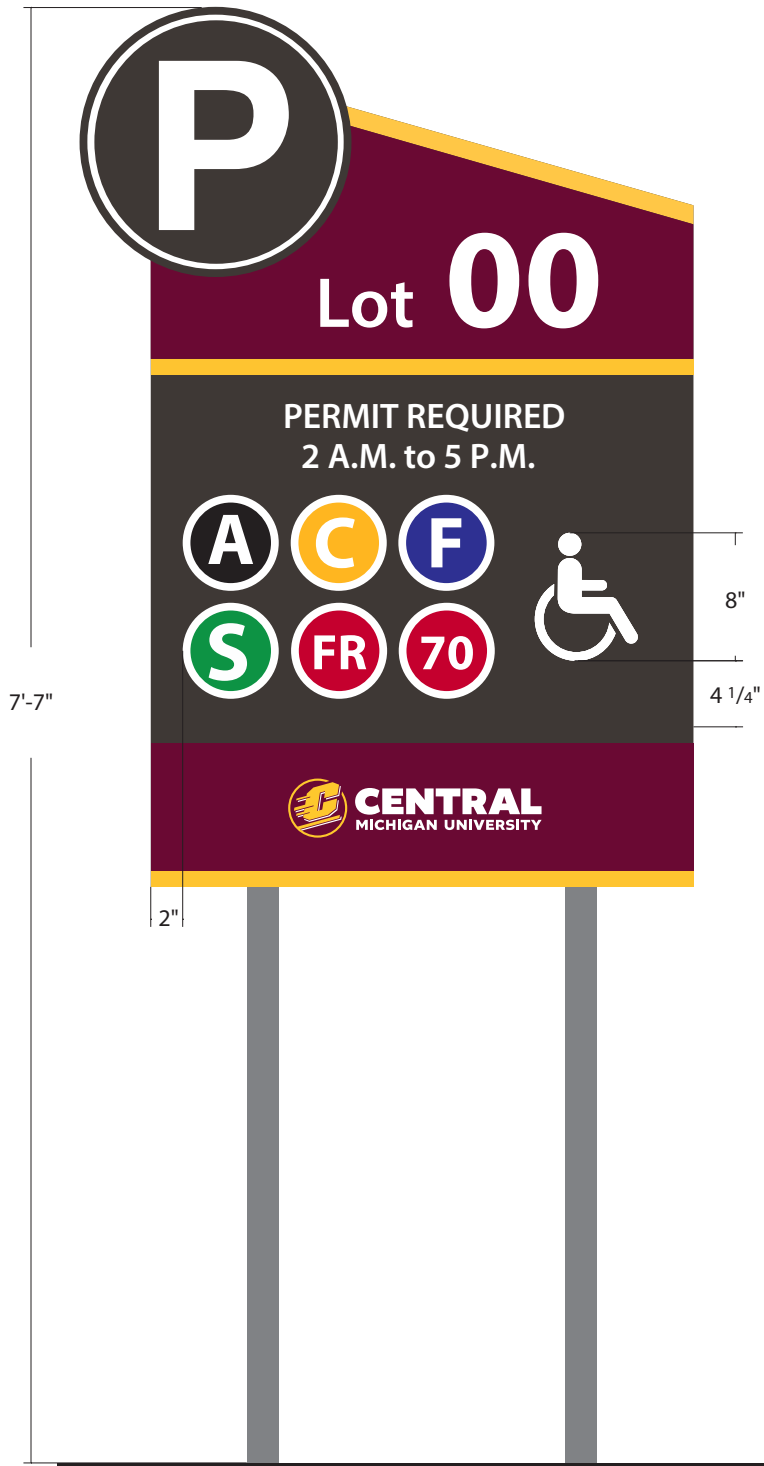
CMU is requesting approval of a license agreement for an additional sign to be placed in the city r.o.w. at the southwest corner of the Bellows and Main Street intersection to replace an existing parking lot sign. This sign would be installed as part of the ongoing wayfinding sign installation project throughout campus in 2021. The remainder of the signs will be installed on CMU property. The sign details were provided for review and were found to be acceptable by the city DPW, Planning and Building departments.

I recommend that the City Commission authorize the mayor and city clerk to sign the license agreement on behalf of the city.

EXHIBIT A C-4 PARKING LOT SIGN DEPICTION



Front Elevation
Standard Layout 1



Front Elevation
Standard Layout 2



Front Elevation
Standard Layout 3

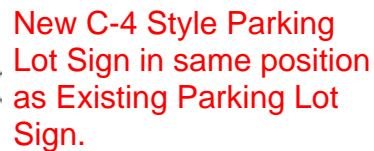
Central Michigan University
Plant Engineering & Planning Office
Facilities Management
206 Combined Services Building
Mount Pleasant, MI 48859

This document is intended to illustrate design intent and should only be used as a general guideline. No information contained here should be construed as engineered elements. Detailing and information contained within this document shall not be reproduced, copied, or utilized without authorization from the owner.

Exterior Signage
Design Intent Documents
June 8, 2016

Sign Type C4
Parking Identification Sign

BELLOWS STREET SIGN LOCATION



COMMISSION LETTER #067-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER PARTIAL RELEASE OF EASEMENT FOR DETENTION POND
MAINTENANCE IN INDUSTRIAL PARK NORTH

The attached memo from Economic Development Director Bill Mrdeza recommends the City Commission authorize the Mayor and Clerk to sign a release of easement document as presented. As indicated in the memo, when the confirmation of the sale of this property was presented to the City Commission in January, it was known that adjustments to the easement for the maintenance of the detention pond would be needed.

Now that that survey work has been completed on the amount of property being purchased by the buyer, the easement paperwork could be drafted to appropriately adjust the easement. The Economic Development Corporation (EDC) was aware of and has also agreed to this easement release.

It is recommended the City Commission authorize the Mayor and Clerk to sign the easement release as drafted by the City Attorney.

Recommended Motion:

Move to authorize the Mayor and Clerk to sign the release of easement for land at Industrial Park North as presented.

NJR/ap

Memorandum

Mt. Pleasant
[meet here]

TO: Nancy Ridley, City Manager

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

DATE: April 2, 2021

SUBJECT: Release of Easement Request

Background

In February, 2021, an agreement between ATC Central, Inc. (the Buyer) and the City's Economic Development Corporation (EDC) was executed to purchase a portion of property owned by the EDC in Industrial Park North, at an agreed upon per acre price. The City Commission confirmed the sale of the property upon the recommendation of the EDC Board at their January 25, 2021 meeting. A subsequent survey of the property established the size and boundaries of the property to be purchased. The final property description includes a portion of an easement to the City of Mt. Pleasant for the continued maintenance of the existing detention pond located on the larger parent parcel. At the time the EDC Board agreed to the sale, the Board was aware of this potential encroachment but its extent was not known until a property survey which established the description of the property to be purchased was completed. This survey work has been completed and is shown on the exhibits included in the attached release of easement document.

City staff has determined that the portion of the City's detention pond easement that encroaches into the sale property is not required in order to provide adequate access for future pond maintenance activities. Analysis has also confirmed that the pond has adequate capacity and there is no need to consider a future expansion of the pond. The Buyer desires to remove that portion of the easement that encroaches into the property being purchased in order to allow him to make full use of the parcel now and in the future.

Requested Action

Staff recommends the City Commission approve the attached Release of Easement Request, as prepared by the City Attorney, and to authorize the Mayor and City Clerk to execute the document as presented.

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2021 (the "**Effective Date**"), by and between the City of Mount Pleasant, a Michigan municipal corporation, of 320 W. Broadway, Mount Pleasant, Michigan 48858 (the "**City**") and the Economic Development Corporation of the City of Mount Pleasant, a Michigan economic development corporation, of 320 W. Broadway, Mount Pleasant, Michigan 48858 (the "**EDC**").

RECITALS

WHEREAS, the EDC, as successor to the Mount Pleasant Industrial Development Corporation, granted an easement to the City on the EDC's property located in the Industrial Park North pursuant to an easement agreement dated June 8, 1976 and recorded with the Isabella County Register of Deeds on July 8, 1976 at Liber 407, Page 598 (the "**Easement Agreement**"), which easement is described on the attached **Exhibit A** as the Existing Easement Description; and

WHEREAS, the City has agreed to release a portion of the real property subject to the Easement Agreement; and

NOW, THEREFORE, the parties agree as follows:

PROVISIONS

1. The following real property is hereby released from the Easement Agreement, which real property is located in the City of Mount Pleasant, County of Isabella, and State of Michigan – see attached **Exhibit A** for Easement Description Release.

2. The Easement Agreement has no further force or effect as to the Easement Description Release property only.

3. The Easement Agreement, less the Easement Release Description property, remains in full force and effect.

THIS AGREEMENT has been entered into by the parties as of the Effective Date.

CITY OF MOUNT PLEASANT, MICHIGAN

By: _____

Printed Name: William L. Joseph

Title: Mayor

AND

By: _____

Printed Name: Heather Bouck

Title: City Clerk

STATE OF MICHIGAN)
)
COUNTY OF ISABELLA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by William L. Joseph, the Mayor of the City of Mount Pleasant, Michigan, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
)
COUNTY OF ISABELLA)

The foregoing instrument was acknowledged before me this ____ day of January, 2020, by Heather Bouck, the City Clerk of the City of Mount Pleasant, Michigan, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____

**Economic Development Corporation of the
City of Mt. Pleasant a/k/a Mt. Pleasant
Economic Development Corporation**

By: _____
Printed Name: Bradley Wahr
Title: Chair, Board of Directors

AND

By: _____
Printed Name: William R. Mrdeza
Title: Secretary, Board of Directors

STATE OF MICHIGAN)
)
COUNTY OF ISABELLA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Bradley Wahr, the Chair of the Board of Directors of the Economic Development Corporation of the City of Mt. Pleasant a/k/a the Mt. Pleasant Economic Development Corporation, a Michigan corporation, on behalf of the corporation.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
)
COUNTY OF ISABELLA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by William R. Mrdeza, the Secretary of the Board of Directors of the Economic Development Corporation of the City of Mt. Pleasant a/k/a the Mt. Pleasant Economic Development Corporation, a Michigan corporation, on behalf of the corporation.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____

This Instrument Drafted By/ Return To:

Scott H. Hogan

FOSTER, SWIFT, COLLINS & SMITH, PC

1700 E. Beltline Ave. NE, Ste. 200

Grand Rapids, MI 49525

(616) 726-2207

EXHIBIT A
Existing Easement Description and Easement Release Description

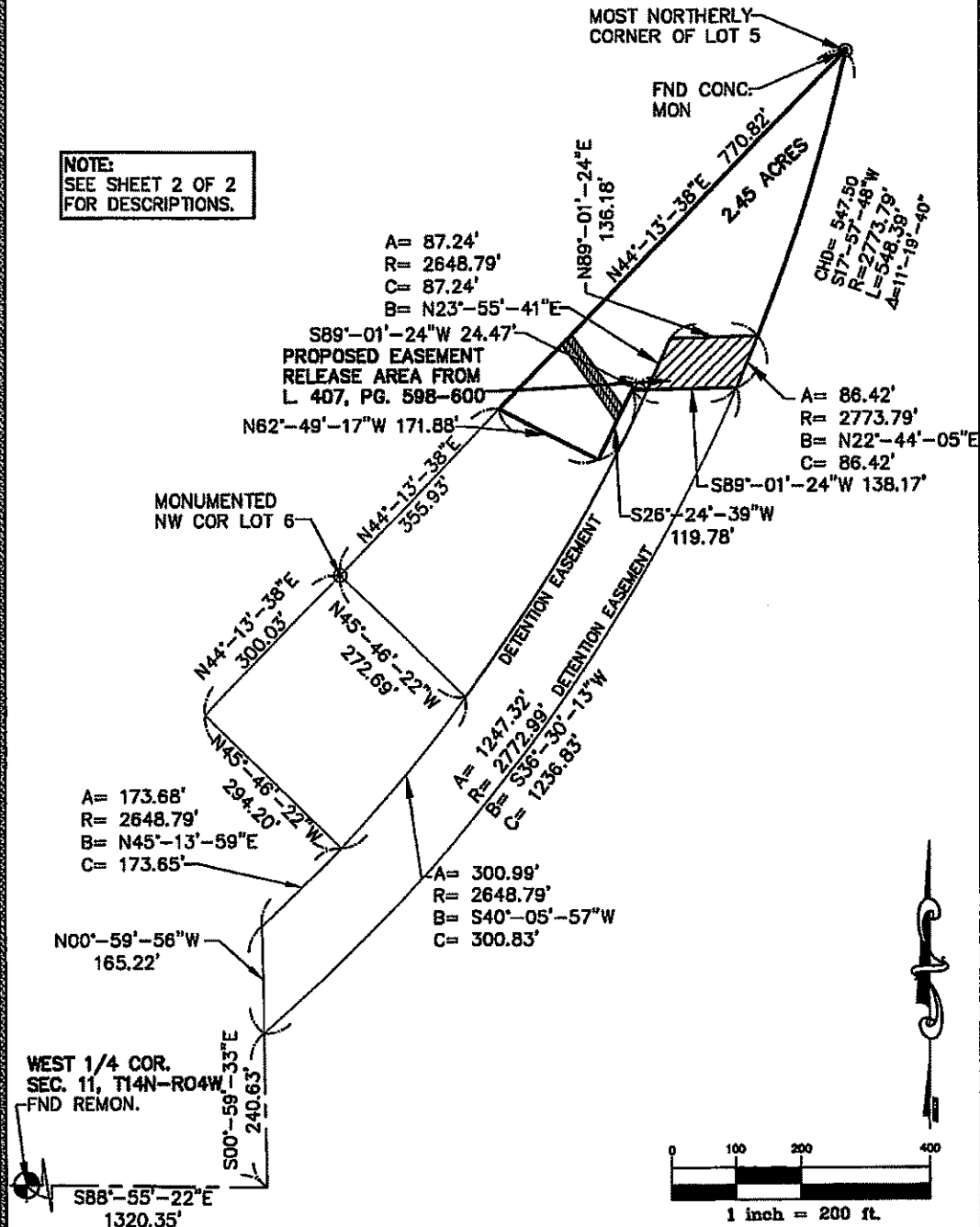
85714:00009:5394137-1

EXHIBIT A

MITCHELL WAGONER

PART OF LOT 5, MT. PLEASANT INDUSTRIAL PARK — NORTH,
PART OF THE WEST 1/2 OF SECTION 11, T14N-R04W,
CITY OF MT. PLEASANT, ISABELLA COUNTY, MICHIGAN.

NOTE:
SEE SHEET 2 OF 2
FOR DESCRIPTIONS.



R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
● - SET IRON
⊙ - CONCRETE MONUMENT

◆ - SECTION CORNER
⬢ - 1/8 CORNER



CMS & D
SURVEYING / ENGINEERING
2257 EAST BROOMFIELD ROAD
MT. PLEASANT, MICHIGAN 48858
PHONE: (888) 775-0758
FAX: (888) 775-5012
EMAIL: info@cms-d.com

SCALE: 1" = 200'	DRAWN BY: BTM
SURVEY DATE: N/A	CHECKED BY: TELB
DATE: 3-8-21	JOB NUMBER: 2102-017
REVISED:	SHEET NUMBER: 1 OF 2

EXHIBIT A

MITCHELL WAGONER

PART OF LOT 5, MT. PLEASANT INDUSTRIAL PARK - NORTH,
PART OF THE WEST 1/2 OF SECTION 11, T14N-R04W,
CITY OF MT. PLEASANT, ISABELLA COUNTY, MICHIGAN.

EXISTING EASEMENT DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, T14N, R4W, CITY OF MOUNT PLEASANT, ISABELLA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE POINT OF THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE U.S. 27 AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, THENCE NORTH-EASTERLY ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT 125.0 FEET (PERPENDICULAR MEASUREMENT) FROM SAID HIGHWAY RIGHT-OF-WAY LINE, THENCE SOUTHWESTERLY PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO THE PLACE OF BEGINNING.

EASEMENT RELEASE DESCRIPTION:

A PARCEL OF LAND IN THE THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, T14N, R4W, CITY OF MOUNT PLEASANT, ISABELLA COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: TO FIX THE POINT OF BEGINNING, COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE S.88°-55'-22"W., ON AND ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION, 1320.35 FEET; THENCE N.00°-59'-33"W., ON AND ALONG THE WEST 1/8 LINE OF SAID SECTION, 240.63 FEET TO THE INTERSECTION OF THE WEST 1/8 LINE AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUSINESS US-127 TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 2772.99 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE 1247.32 FEET TO A POINT ON SAID RIGHT OF WAY LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTON, SAID ARC BEING SUBTENDED BY A CHORD BEARING N.36°-30'-13"E., 1236.83 FEET TO SAID POINT; THENCE S.89°-01'-24"W., 138.17 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 2648.79 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, 87.24 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING N.23°-55'-41"E., 87.24 FEET TO SAID POINT; THENCE N.89°-01'-24"E., 136.18 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2773.79 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE 86.42 FEET BACK TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING S.22°-44'-05"W., 86.42 FEET TO SAID POINT OF BEGINNING.

R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
● - SET IRON
⊙ - CONCRETE MONUMENT

⊕ - SECTION CORNER
⊕ - 1/8 CORNER




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SCALE: 1" = 200'	DRAWN BY: BTM
SURVEY DATE: N/A	CHECKED BY: TELB
DATE: 3-9-21	JOB NUMBER: 2102-017
REVISED:	SHEET NUMBER: 2 OF 2

COMMISSION LETTER #068-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021

FROM: NANCY RIDLEY, CITY MANAGER 

SUBJECT: CONSIDER MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
RESOLUTION AUTHORIZING APPROVAL OF CONTRACT TO RECEIVE
FUNDS FOR ACQUISITION OF EASEMENTS FOR APPROACH SLOPE
CLEARING

As part of the slope clearing project near the airport, the City Commission has authorized contracts with Mead and Hunt and authorized the purchase of avigation easements. The next step in the process is to have the City sign the Michigan Department of Transportation (MDOT) contract to reimburse for 95% of the costs associated with the project thus far.

The attached memo from DPW Director Jason Moore outlines the estimated cost of the project to date. We recommend the City Commission authorize the City Manager to sign the standard MDOT contract for reimbursement of these funds.

Recommended Motion:

Move to authorize the City Manager to sign MDOT contract #2021-0560 for reimbursement for the easement purchases and the related engineering work for the slope clearing project.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager

FROM: Jason Moore, DPW Director

DATE: March 30, 2021

SUBJECT: Approve Resolution and Authorize Execution of MDOT Contract 2021-0560

Request

The City Commission is requested to approve a resolution and authorize the city manager to digitally sign MDOT contract 2021-0560.

Reason

As part of phase II of the approach slope clearing project for the Mt. Pleasant Municipal Airport, MDOT has prepared contract 2021-0560 to release Block Grant funds of \$146,751 for the purchase of easements for parcels E19, E-20 and E21, costs associated with the survey work, and fair-market value assessments. To receive these funds, MDOT requires approval of a resolution and the contract digitally signed by the city manager.

The project cost participation is shown below. The actual MDOT, FAA and City shares of the project cost will be determined at the time of financial closure of the FAA grant.

Federal Share.....	\$134,119.00
Maximum MDOT Share	\$6,316.00
Sponsor (City) Share.....	\$6,316.00
<i>Estimated</i> Project Cost.	\$146,751.00

Recommendation:

I recommend the City Commission approve a resolution and authorize the city manager to digitally sign MDOT contract 2021-0560.

RESOLUTION

At a regular meeting of the City of Mt. Pleasant, Michigan, held at the City Hall Building at 320 W. Broadway Street:

The following resolution was offered by member _____, and supported by member _____.

WHEREAS, a Grant Agreement (Federal Project Number B-26-0069-2320, MDOT Contract No. 2021-0560) has been submitted by the Michigan Department of Transportation, which requires the City of Mt. Pleasant to adopt a resolution authorizing the approval of the contract to receive funds for the acquisition of easements for parcels E-19, E-20 and E-21 for approach slope clearing;

WHEREAS, this project will improve the safety for airport traffic; and

WHEREAS, the Agreement has been approved by the City Manager as to substance.

NOW, THEREFORE, BE IT RESOLVED, that the city manager is authorized to digitally sign said cost agreement and certifications on behalf of the City of Mt. Pleasant.


Resolution duly adopted.

William Joseph, Mayor

Certified to be a true copy, _____
(Date)

Heather Bouck, City Clerk

COMMISSION LETTER #069-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER BUDGET AMENDMENTS FOR WATER RESOURCE RECOVERY FACILITY (WRRF) PROJECTS CARRIED FORWARD FROM 2020

Earlier this year we requested a number of budget amendments for projects carried forward from 2020 to 2021, primarily due to COVID-19. Due to the significant number of partially finished projects at the Water Resource Recovery Facility (WRRF), it took a bit longer to sort through what was appropriate to be paid out of 2020 funds versus 2021 funds based on the construction progress at December 31. The analysis has now been completed and we are therefore recommending an allocation of funds in 2021 for the appropriate portion of the projects that will be completed and charged to the 2021 fiscal year.

The attached memo from Deputy DPW Director Tim Middleton outlines the various projects and the required 2021 carryover.

Recommended Motion:

Move to approve the allocation of the \$947,590 from the WRRF to complete the carryover projects in 2021.

NJR/ap

Memorandum



TO: Nancy Ridley, City Manager
FROM: Tim Middleton, Deputy DPW Director
DATE: March 29, 2021
SUBJECT: Approve Allocation of Funds from Plant Reserve to Complete Projects

Request

The City Commission is requested to approve the allocation of \$947,590 from the WRRF Plant Reserve for contracted services to complete projects.

Reason


Costs for several ongoing projects at the water resource recovery facility were not known at the time budget amendments and carryover requests were due before the Commission approved the 2021 budget. Therefore, funds were not allocated to finish the projects. The Commission is requested to approve the following funding requests.

- WWTP (590-548) – Contracted Services (590-548.000-801.000) – Carryover \$9,000 for gate valves ordered that were scheduled for 2020 but moved into 2021.
- Plant Reserve Expense (590-559) Contracted Services (590-559.000-801.000)
 - Carryover \$938,590 for the following items
 - IPP Engineering Conclusion \$690
 - Oak Str. Generator \$25,000
This project was placed on hold until the new lift station was completed at 401 W. Broadway.
 - Septage Receiving Station \$24,700
Project was put on hold until the plant master plan was completed. Engineering for the septage station is completed and represents the amount carried over. This project has been added to a larger list of projects for potential bonding.
 - UV Disinfection and Ferrous Tank Replacement \$874,520
This number includes \$17,517 worth of change orders from JR Heineman and \$6,095 of SCADA integration from a separate contractor that was coordinated by staff. Due to the project not completing in 2020 as originally anticipated, the final 2020 budget amended was estimated to include probable pay apps from the contractor. This carryover request represents the actual remainder due in 2021.
 - Plant & Pickard Str. Generator Projects
\$7,000 to conclude project
 - Engineering Services for the UV/disinfection and Masterplan
\$6,680 to complete project.

Recommendation:

I recommend the City Commission approve the allocation and budget amendment of \$947,590 from the WRRF Plant Reserve to complete the above listed projects.

COMMISSION LETTER #070-21
MEETING DATE: APRIL 12, 2021

TO: MAYOR AND CITY COMMISSION APRIL 7, 2021
FROM: NANCY RIDLEY, CITY MANAGER 
SUBJECT: CONSIDER APPOINTMENTS TO THE VARIOUS BOARDS AND
COMMISSIONS AS RECOMMENDED BY THE APPOINTMENTS
COMMITTEE

The attached memo from the Appointments Committee (Commissioner Alsager–Chair, Vice Mayor Perschbacher, Commissioner Gillis) provides the recommended appointments to fill the vacant seats on the Cultural and Recreational Commission and the Parks and Recreation Commission.

Cultural and Recreational Commission:

Mark Kowalczyk Partial Term ending: December 31, 2023

Applicants: Cliff Anderson, Jim Moreno, Vincent Mumford, Mark Kowalczyk and Desirea Woodworth

Parks and Recreation Commission:

Vincent Mumford Partial Term ending: December 31, 2021

Applicants: Blake Brooks

Should you have any questions regarding the recommendation, please contact the Appointments Committee.

Recommended Motion:

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

NJR/ap

To: City Commission

From: Appointments Committee (Alsager, Gillis, Perschbacher)

Re: Recommended appointments for the Cultural and Recreational Commission and Parks and Recreation Commission

After reviewing the applications for the vacant positions, the Appointments Committee unanimously recommends the following appointments:

Cultural and Recreational Commission:

Mark Kowalczyk Partial Term ending: December 31, 2023

Parks and Recreation Commission:

Vincent Mumford Partial Term ending: December 31, 2021

Applications for the recommended candidates are attached.



Wednesday, January 20, 2021

Board & Commission Application

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: Mark G. Kowalczyk

Date: Wednesday, January 20, 2021 15:20

Residence:
421 N. University Ave.
Mt. Pleasant, MI 48858

Cell Phone: 989-506-1875

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.

CRC

Why are you interested in this particular board or boards?

My family has used the Ice rink since it was built, and my family has had a membership at Morey Courts and utilized its facilities. My daughters participated with the Mt. Pleasant Figure Skating Club for several years, and I have played men's hockey at the rink since it was built. I have previously served on Boards for the Ice Rink (Smooth Surfaces) and the Mt. Pleasant Figure Skating Club.

Please list any community service and/or prior board or commission service, including the

name of the board and term of service.

Isabella County Child Advocacy Center, Board of Directors
Isabella County Community Corrections Board
Isabella County Drug Court Team
Smooth Surfaces/Isabella County ICE Arena, Board of Directors (former)
Mt. Pleasant Figure Skating Club, Board of Directors (former)
Big Brothers and Big Sisters of Isabella County (former)
Mt. Pleasant High School Sports Boosters Representative (former)

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 have resided in Mt. Pleasant with my wife and children for over 30 years, and my children have been involved in community activities throughout their lives. My wife and I have owned professional businesses in Mt. Pleasant—myself as a private practicing attorney for approximately 15 years, and my wife in a counseling/therapy practice—Community Counseling Associates. For the past 15 years I have been employed as a prosecuting attorney for Isabella County.

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 Barberi (989)772-0911, Ext. 311
Robert Weisenberger (989)621-8591
Christopher Bundy (989)289-4696

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.

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

Fitness/Recreation

Board/Commission	Experience/Expertise
Isabella County Board of Directors	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Commissioners	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Health	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Education	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Economic Development	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Planning and Zoning	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Parks and Recreation	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Social Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Mental Health	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Juvenile Justice	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Adult Probation and Parole	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Corrections	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Community Corrections	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Drug Court	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of ICE Arena	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Figure Skating Club	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of Big Brothers and Big Sisters	<input type="checkbox"/> Yes <input type="checkbox"/> No
Isabella County Board of High School Sports Boosters	<input type="checkbox"/> Yes <input type="checkbox"/> No

Local Development Finance Authority (LDFA)* (Four-year terms)	Initiate projects and programs to halt property value deterioration and increase property tax valuation within the University Park (DFA).
Local Officers Compensation Commission (7-year terms)	Recommend to the City Commission the salary of each elected City Official.
Mid Michigan Aquatic Recreational Authority	An independent authority to construct, operate, maintain, rent, and/or improve an aquatic center or public swimming pool. The Authority is comprised of appointments from the City of Mt. Pleasant, Charter Township of Union, and Mt. Pleasant Public Schools.
Parks and Recreation Commission	Advise City Commission on leisure time needs of the community; plan for development of park facilities and recreation programs.
Planning Commission	Guide the physical development of the City; advise the City Commission on growth policy.
Principal Shopping District Board (PSD) * (Four-year terms)	Oversee activities funded by special assessment for beautification type activities and snow clearing of parking lots and adjacent sidewalks.
Tax Increment Finance Authority (TIFA) * (Four-year terms)	Initiate projects and programs to halt property value deterioration, increase property tax valuation and enhance economic activity in designated districts.
Zoning Board of Appeals	Hear appeals on decisions regarding enforcement of the Zoning Ordinance.

* Some seats allow business interest as a requirement instead of voting registration.

Board & Commission Application

Submission ID	3933262877616359641
Submission Date	2018-02-01 15:31:27
Name:	Vincent Mumford
Date:	02-01-2018 3:00 PM
Residence:	2543A Eastgate Drive Mount Pleasant, MI 48858
Mailing Address (if different than above):	same
Telephone:	(989) 774-1040
Cell Phone:	(407) 595-2165
E-mail	mumfo1ve@cmich.edu
Please check all that apply:	I rent 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.	Cultural & Recreational Commission
Why are you interested in this particular board or boards?	I have a background in sport and facility management.
Please list any community service and/or prior board or commission service, including the name of the board and term of service.	*CMU United Way Campaign Steering Committee, 2017 - present *Michigan Alliance for Health, Physical Education, Recreation and Dance, 2007-2008 *National Association of Holmes Scholars Alumni, 2001-2008 *South Orlando YMCA, 2002-2006 *National Association of Collegiate Directors of Athletics, 1993-1995 *National Alliance of Two-Year College Athletic Administrators, 1992-1995
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.)?	experience in leadership and the management of sport.

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.)

Jen Beck Nottingham 989.774.3686
Al Kaufman 989.560.0703
Ryan Longoria 989.779-5329,

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

Fitness/Recreation
Physical Education
Advertising/Marketing/Public Relations

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 3/12/2021 - 4/08/2021

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
03/17/2021	CITY TREASURER-PAYROLL FUND	REG PAY #509, 3/19/21	\$248,951.05
03/25/2021	21C ADVERTISING	CONTRACT SVCS	1,902.00
03/25/2021	ABC FASTENER GROUP, INC	SUPPLIES	438.40
03/25/2021	AIRGAS USA, LLC	CONTRACT SVCS	43.35
03/25/2021	ATI GROUP	CONTRACT SVCS	6,359.49
03/25/2021	AVFUEL CORPORATION	AIRPORT FUEL	14,051.40
03/25/2021	AXIOM WIRING SERVICE, LLC	SUPPLIES	2,500.00
03/25/2021	BENTLEY SYSTEMS, INC	CONTRACT SVCS	285.00
03/25/2021	BIO-CARE, INC	CONTRACT SVCS	345.00
03/25/2021	BLOCK ELECTRIC COMPANY	CONTRACT SVCS	1,181.92
03/25/2021	BS&A SOFTWARE	CONTRACT SVCS	3,000.00
03/25/2021	C & O SPORTSWEAR	SUPPLIES	204.25
03/25/2021	C2AE	CONTRACT SVCS	176.34
03/25/2021	CARMEUSE AMERICAS	CHEMICALS	6,835.30
03/25/2021	CDW GOVERNMENT, INC	SUPPLIES	2,093.90
03/25/2021	CENTRAL CONCRETE INC	SUPPLIES	208.56
03/25/2021	CGS, INC.	TRAINING	1,027.05
03/25/2021	CLARK HILL P.L.C.	CONTRACT SVCS	440.00
03/25/2021	CENTRAL MICHIGAN LIFE	CONTRACT SVCS	30.00
03/25/2021	CMP DISTRIBUTORS, INC.	SUPPLIES	211.50
03/25/2021	CENTRAL MICH UNIV - MAILROOM	POSTAGE/HANDLING	6,083.11
03/25/2021	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	735.00
03/25/2021	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
03/25/2021	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
03/25/2021	CONSUMERS ENERGY	UTILITIES	31,498.75
03/25/2021	COUCKE PROPERTY SERVICES, LLC	CONTRACT SVCS	6,250.00
03/25/2021	COYNE OIL CORPORATION	FUEL	4,210.14
03/25/2021	DIESEL TRUCK SALES	CONTRACT SVCS	3,836.71
03/25/2021	DINGES FIRE COMPANY	SUPPLIES/CAPITAL ACQ.	176,827.40
03/25/2021	ELHORN ENGINEERING COMPANY	CHEMICALS	454.20
03/25/2021	FIDELITY SECURITY LIFE INSURANCE CO	OPTICAL INSURANCE	1,073.40
03/25/2021	FLEIS & VANDENBRINK	CONTRACT SVCS	3,000.25
03/25/2021	FLSMIDTH INC.	SUPPLIES	963.93
03/25/2021	FOSTER, SWIFT, COLLINS & SMITH, P.C	CONTRACT SVCS	7,818.00
03/25/2021	GALLS, LLC	UNIFORMS	319.23
03/25/2021	GRANGER	CONTRACT SVCS	68.96
03/25/2021	HAVILAND PRODUCTS COMPANY	CHEMICALS	1,260.00
03/25/2021	KRAPOHL FORD LINCOLN MERC	SUPPLIES/VEHICLE MAINT	214.61
03/25/2021	DWIGHT MEAD	REIMBURSEMENT	52.50
03/25/2021	MEAD & HUNT	CONTRACT SVCS	14,630.00
03/25/2021	MICHIGAN MUNICIPAL LEAGUE	CONTRACT SVCS	69.12

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 3/12/2021 - 4/08/2021

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
03/25/2021	MIDLAND CHEMICAL CO, INC	SUPPLIES	115.11
03/25/2021	MIDLAND DAILY NEWS	CONTRACT SVCS	315.52
03/25/2021	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	7,700.00
03/25/2021	MILAN SUPPLY COMPANY	SUPPLIES	145.21
03/25/2021	MISSION COMMUNICATIONS, LLC	CONTRACT SVCS	4,324.80
03/25/2021	MPPS FOOD & NUTRITION SERV	SUPPLIES	972.80
03/25/2021	MRWA	TRAINING	310.00
03/25/2021	MWEA	TRAINING	425.00
03/25/2021	NYE UNIFORM COMPANY	UNIFORMS	119.50
03/25/2021	ORKIN	CONTRACT SVCS	96.14
03/25/2021	PERCEPTIVE CONTROLS, INC.	SUPPLIES/CONTRACT SVCS	6,809.07
03/25/2021	PLEASANT GRAPHICS, INC	SUPPLIES	159.35
03/25/2021	PREIN & NEWHOF	CONTRACT SVCS	245.00
03/25/2021	PRO COMM, INC	CONTRACT SVCS/SUPPLIES	475.00
03/25/2021	PURITY CYLINDER GASES INC	CHEMICALS	4,117.84
03/25/2021	PURE PLUMBING LLC	CONTRACT SVCS	550.00
03/25/2021	DAVID J. DUBA	REFUND	717.41
03/25/2021	RYAN ANDERSON	REFUND	175.00
03/25/2021	SHARE CORPORATION	SUPPLIES	789.69
03/25/2021	SHRED-IT USA LLC	CONTRACT SVCS	227.34
03/25/2021	SUMMIT FIRE PROTECTION	CONTRACT SVCS	246.00
03/25/2021	SUN BADGE COMPANY	SUPPLIES	430.00
03/25/2021	TRACE ANALYTICAL LABORATORIES, INC.	CONTRACT SVCS	27.00
03/25/2021	UNIFIRST CORPORATION	CONTRACT SVCS	162.60
03/25/2021	UNIVAR SOLUTIONS	CHEMICALS	2,317.82
03/25/2021	VANGUARD FIRE & SECURITY SYSTEMS	CONTRACT SVCS	795.00
03/25/2021	VERIZON CONNECT NWF, INC.	CONTRACT SVCS	210.47
03/25/2021	WM CORPORATE SERVICES, INC.	CONTRACT SVCS	277.40
03/25/2021	WINN TELECOM	COMMUNICATIONS	19.95
03/31/2021	CITY TREASURER-PAYROLL FUND	REG PAY #510, 4/2/2021	271,594.45
03/31/2021	KRAPOHL FORD LINCOLN MERC	CAPITAL ACQUISITIONS	26,984.00
04/05/2021	WRIGHT EXPRESS FINANCIAL SERVICES	N/A	103,279.75
04/06/2021	ATI GROUP	CONTRACT SVCS	3,022.00
04/06/2021	BOUND TREE MEDICAL, LLC	SUPPLIES	221.97
04/06/2021	BUSINESS CONNECTIONS, INC.	CONTRACT SVCS	95.00
04/06/2021	C & C ENTERPRISES, INC	UNIFORMS	235.50
04/06/2021	C2AE	CONTRACT SVCS	4,165.34
04/06/2021	CAR WASH PARTNERS, INC.	SUPPLIES/VEHICLE MAINT	165.00
04/06/2021	CDW GOVERNMENT, INC	SUPPLIES	924.56
04/06/2021	CENTRAL CONCRETE INC	SUPPLIES	253.00
04/06/2021	CGS, INC.	TRAINING	2,116.15

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 3/12/2021 - 4/08/2021

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
04/06/2021	CENTRAL MICH UNIV - MAILROOM	POSTAGE/HANDLING	5,794.58
04/06/2021	CONSUMERS ENERGY	UTILITIES	30,054.94
04/06/2021	COYNE OIL CORPORATION	FUEL	3,468.39
04/06/2021	CULLIGAN OF GREENVILLE	CHEMICALS	9.94
04/06/2021	DENALI GLASS	CONTRACT SVCS	1,200.00
04/06/2021	DETROIT PUMP & MFG CO - WARREN	SUPPLIES	2,254.01
04/06/2021	FELAN PAINTING LLC	CONTRACT SVCS	4,500.00
04/06/2021	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	700.00
04/06/2021	HACH COMPANY	SUPPLIES	3,764.32
04/06/2021	HERITAGE-CRYSTAL CLEAN, LLC	SUPPLIES	279.50
04/06/2021	HESCO	SUPPLIES	2,381.43
04/06/2021	HOMETOWNE BUILDERS, LLC	CONTRACT SVCS	5,876.00
04/06/2021	ISABELLA COUNTY	RECYCLING REV/EXP	19,544.90
04/06/2021	J.R. HEINEMAN & SONS	CONTRACT SVCS	309,307.46
04/06/2021	JACOB KAIN	REIMBURSEMENT	65.13
04/06/2021	BRIAN KENCH	REIMBURSEMENT	137.76
04/06/2021	KONECRANES, INC.	CONTRACT SVCS	1,100.00
04/06/2021	MAMC	CERTIFICATION	100.00
04/06/2021	MHOK, PLLC	PROSECUTORIAL SVCS	7,483.64
04/06/2021	NATALIE BUCK	REIMBURSEMENT	10.64
04/06/2021	PERRY CLANCY	REIMBURSEMENT	12.60
04/06/2021	WILLIAM H KNODERER II	REIMBURSEMENT	25.82
04/06/2021	TYLER BROWN	REIMBURSEMENT	24.75
04/06/2021	MID MICHIGAN AREA CABLE	CONTRACT SVCS	450.00
04/06/2021	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	7,700.00
04/06/2021	MICHIGAN PIPE & VALVE	SUPPLIES	280.20
04/06/2021	MOREY'S LOGO	SUPPLIES/VEHICLE MAINT	351.00
04/06/2021	ALMA TIRE SERVICE INC	SUPPLIES/VEHICLE MAINT	318.11
04/06/2021	MR. ROOTER PLUMBING	CONTRACT SVCS	300.00
04/06/2021	MRWA	TRAINING	310.00
04/06/2021	NCL OF WISCONSIN	SUPPLIES	928.10
04/06/2021	NYE UNIFORM COMPANY	UNIFORMS	322.00
04/06/2021	OFFICE DEPOT	SUPPLIES	478.83
04/06/2021	OTIS ELEVATOR COMPANY	CONTRACT SVCS	459.42
04/06/2021	OWENS SOFT WATER, INC	SUPPLIES	139.87
04/06/2021	PERCEPTIVE CONTROLS, INC.	CONTRACT SVCS	9,074.50
04/06/2021	PLEASANT GRAPHICS, INC	CONTRACT SVCS/SUPPLIES	708.00
04/06/2021	PURE PLUMBING LLC	CONTRACT SVCS	970.00
04/06/2021	PVS TECHNOLOGIES, INC	CHEMICALS	5,081.54
04/06/2021	HOWARD FISHER	CONTRACT SVCS	2,500.00
04/06/2021	NANCY RIDLEY	REIMBURSEMENT	63.68

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 3/12/2021 - 4/08/2021

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
04/06/2021	ROMANOW BUILDING SERVICES	CONTRACT SVCS	5,864.63
04/06/2021	SHRED-IT USA LLC	CONTRACT SVCS	264.51
04/06/2021	SUMMIT FIRE PROTECTION	CONTRACT SVCS	532.00
04/06/2021	TRACE ANALYTICAL LABORATORIES, INC.	CONTRACT SVCS	2,562.00
04/06/2021	VREDEVELD HAEFNER LLC	CONTRACT SVCS	15,000.00
04/06/2021	WM CORPORATE SERVICES, INC.	CONTRACT SVCS	281.10
04/06/2021	YEO & YEO CONSULTING, LLC	CONTRACT SVCS	4,819.00
04/06/2021	SCOTT ZAMARRON	REIMBURSEMENT	100.00
COMM TOTALS:			
Total of 131 Checks:			\$1,454,302.86
Less 0 Void Checks:			0.00
Total of 131 Disbursements:			\$1,454,302.86

Wright Express4/5/2021

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
ADOBE SYSTEMS, INC	SUPPLIES	\$52.99	1
ADOBE SYSTEMS, INC	SUPPLIES	20.99	1
ADOBE SYSTEMS, INC	CONTRACT SVCS	69.98	2
ADVANCE AUTO PARTS	SUPPLIES	485.33	6
ADVANTAGE MEDICAL COMPANY	SUPPLIES	537.50	1
AHA SHOPCPR	TRAINING	390.00	19
AIRGAS GREAT LAKES	SUPPLIES	1,837.74	4
AMAZON.COM	CONTRACT SVCS	106.01	2
AMAZON.COM	SUPPLIES	1,683.51	15
AMERICAN PAYROLL ASSOC	TRAINING	-21.22	1
AUTO VALUE/BUMPER TO BUMPER	SUPPLIES	51.10	2
AUTOZONE, INC.	SUPPLIES	45.44	2
BADER & SONS CO.	SUPPLIES	2,081.49	3
BATTERIES PLUS - MP	SUPPLIES	665.14	4
BATTERIES PLUS #120	SUPPLIES	18.99	1
BILL'S CUSTOM FAB, INC	SUPPLIES	42.31	4
BRIGHAM'S AUTO SUPPLY, INC	SUPPLIES	1,072.60	8
BSN SPORTS	UNIFORM	347.60	1
BSN SPORTS	UNIFORM	371.07	1
BURNIPS EQUIPMENT CO	SUPPLIES	1,375.82	1
C & C ENTERPRISES, INC	SUPPLIES	163.18	3
CELEBRATION CINEMA MP	SUPPLIES	96.50	1
CENTER MASS, INC.	SUPPLIES	395.86	2
CENTRAL PLUMBING, INC.	SUPPLIES	7.50	1
CHARTER COMMUNICATIONS	CONTRACT SVCS	303.88	2
CODERUBIK	CONTRACT SVCS	114.02	1
COURTYARD BY MARRIOTT	CONTRACT SVCS	188.70	1
DAKTRONICS, INC	CONTRACT SVCS	11,940.00	1
DEWITT LUMBER	SUPPLIES	17.99	1
DOUG'S SMALL ENGINE REPAIR	SUPPLIES	19.75	1
DREAMSTIME.COM	SUPPLIES	39.00	1
DTE ENERGY	UTILITIES	12,376.20	16
ELECTRICSOLENOIDVALVES.COM	SUPPLIES	42.05	1
EQUIPSUPPLY.COM	SUPPLIES	215.52	1
ETNA SUPPLY	SUPPLIES	62.79	1
FACEBOOK ADS	CONTRACT SVCS	18.00	1
FASTENAL COMPANY	SUPPLIES	1,352.00	3
FERGUSON ENTERPRISES	SUPPLIES	4.40	1
FLEETPRIDE	SUPPLIES	41.10	1
GENERAL JIM'S SURPLUS	SUPPLIES	68.95	1
GILL-ROY'S HARDWARE	SUPPLIES	497.12	18
GORDON FOOD SERVICE	SUPPLIES	677.31	3
GOTOMYPC.COM	CONTRACT SVCS	44.00	1
GOVERNMENT FINANCE OFF ASSN	TRAINING	85.00	1

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<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
GRAINGER	SUPPLIES	117.24	1
GT RUBBER SUPPLY	SUPPLIES	580.52	5
HOME DEPOT	SUPPLIES	2,334.76	31
HOME DEPOT/GECF	SUPPLIES	40.50	1
JIMMY JOHN'S	SUPPLIES	63.00	1
JIMMY JOHN'S	SUPPLIES	233.79	2
JNR ENGRAVING	SUPPLIES	26.50	1
JO-ANN FABRICS & CRAFTS	SUPPLIES	13.99	1
JUST FAB GRAPHICS - CC	SUPPLIES	42.00	1
K14U	CONTRACT SVCS	426.00	1
KRAPOHL FORD LINCOLN MERC	CONTRACT SVCS	62.10	1
LABOR LAW COMPLIANCE	SUPPLIES	247.55	1
MARKETSPREAD/FARMERSPREAD	CONTRACT SVCS	892.80	2
MATGUARD - CC	SUPPLIES	59.78	1
MCGUIRE ARMY NAVY	SUPPLIES	279.98	1
MCMASTER-CARR SUPPLY CO.	SUPPLIES	724.16	3
MEDLER ELECTRIC COMPANY	SUPPLIES	304.18	4
MEIJER INC	SUPPLIES	11.99	1
MENARDS - MT. PLEASANT	SUPPLIES	376.12	5
METRO INSTITUTE ONLINE SERVICES	TRAINING	55.00	1
MGFOA	TRAINING	120.00	1
MICHIGAN FIRE INSPECT SOCIETY	TRAINING	300.00	2
MICHIGAN TACTICAL OFFICERS ASSOC	TRAINING	250.00	1
MICHIGAN TECHNOLOGICAL UNIVERSITY	TRAINING	20.00	1
MILAN SUPPLY COMPANY	SUPPLIES	2,504.50	2
MMTA	TRAINING	295.00	1
MOREY'S LOGO	SUPPLIES	121.20	2
MT PLEASANT AUTOMOTIVE SUPPLY	SUPPLIES	441.45	5
OFFICE DEPOT	SUPPLIES	424.17	1
PARTY'S PLUS	SUPPLIES	75.60	1
PE STAMPS	SUPPLIES	61.00	1
PLEASANT GRAPHICS, INC	SUPPLIES	59.00	1
POWER EQUIPMENT COMPANY	SUPPLIES	2,699.99	1
QUILL CORPORATION	SUPPLIES	288.07	6
RAINOUT LINE	CONTRACT SVCS	399.00	1
RAZERZONE	SUPPLIES	3,334.58	2
REPUBLIC SERVICES #239	CONTRACT SVCS	27,212.89	4
SAM'S CLUB #4982	SUPPLIES	843.44	4
SCIENTIFIC BRAKE & EQUIPMENT CO	SUPPLIES	639.01	5
SETCOM CORPORATION	SUPPLIES	55.54	1
SHARE CORPORATION - CC	SUPPLIES	238.72	1
SHERWIN WILLIAMS	SUPPLIES	104.01	1
SHULTS EQUIPMENT, INC	SUPPLIES	826.36	1
SINGLESOURCE	SUPPLIES	58.00	1

Wright Express4/5/2021

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
SOCIETY OF HUMAN RESOURCES MGT	DUES	100.00	1
SPARTAN DISTRIBUTORS	SUPPLIES	16.68	1
SPORTS ENGINE	CONTRACT SVCS	749.00	1
STAPLES - MP	SUPPLIES	956.19	6
STAPLES BUSINESS ADVANTAGE	SUPPLIES	410.35	4
STAPLES CREDIT PLAN	SUPPLIES	239.92	2
STAPLES DIRECT	SUPPLIES	442.07	6
STATE OF MICHIGAN EGLE	TRAINING	120.00	1
STATE OF MICHIGAN-DEPT OF STATE	SUPPLIES	17.25	1
STREICHER'S - MINNEAPOLIS	SUPPLIES	151.95	2
SUNOCO - CREDIT CARD	FUEL	21.30	1
SWEENEY SEED COMPANY	SUPPLIES	218.88	1
TARGET	SUPPLIES	33.78	1
THE JUMP STATION	SUPPLIES	100.00	1
THE UPS STORE	CONTRACT SVCS	157.06	4
THE WALL STREET JOURNAL	SUBSCRIPTION	19.49	1
TLO ONLINE	CONTRACT SVCS	75.00	1
TRACTOR SUPPLY - MP	SUPPLIES	461.87	6
TRACTOR SUPPLY PLAN	SUPPLIES	74.95	1
U S POSTMASTER	CONTRACT SVCS	29.85	4
UNIQUE PAVING MATERIALS CORP	SUPPLIES	433.43	1
USIQ INC	SUPPLIES	2,867.00	1
VERIZON WIRELESS	CONTRACT SVCS	15.93	1
VERIZON WIRELESS	SUPPLIES	38.01	1
VERIZON WIRELESS	COMMUNICATIONS	3,963.32	40
VIN TROFEO'S	SUPPLIES	104.00	1
VOLGISTICS, INC	CONTRACT SVCS	98.00	1
WAL-MART	SUPPLIES	134.61	1
WAL-MART	SUPPLIES	74.24	2
WATER ENVIRONMENT FEDERATION	TRAINING	47.50	1
WEBSTAIRANT STORE	SUPPLIES	529.00	1
WEF MEMBERSHIP	TRAINING	912.00	6
WIELAND TRUCK CENTER - CLARE	SUPPLIES	173.35	1
WINN TELECOM	COMMUNICATIONS	730.55	1
WINN TELECOM	CONTRACT SVCS	370.14	3
ZIZO WIRELESS	SUPPLIES	48.98	1
ZOOM, INC.	CONTRACT SVCS	75.40	5
	TOTALS	\$103,279.75	369