# Regular Meeting of the City Commission Monday, June 28, 2021 7:00 p.m.

# **AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

**ROLL CALL:** 

PROCLAMATIONS AND PRESENTATIONS:

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

#### RECEIPT OF PETITIONS AND COMMUNICATIONS:

- 1. City Manager report on pending items.
- 2. Minutes of the Downtown Development Authority (DDA) (May).

**CONSENT CALENDAR: DESIGNATED (\*) ITEMS** 

#### CITY COMMISSION MINUTES

- \* 3. Approval of the minutes of the regular meeting held June 14, 2021.
- \* 4. Approval of the minutes of the closed session held June 14, 2021.

## **PUBLIC HEARINGS:**

Public hearing on an ordinance to amend Chapter 10.05 and Chapter 91 Animals of the Code of Ordinances and consider approval of the same.

#### STAFF RECOMMENDATIONS AND REPORTS:

- 6. Consider contract extension with Isabella County for the Material Recovery Facility (MRF).
- 7. Consider budget amendment for Material Recovery Facility (MRF).
- \* 8. Consider Michigan Department of Transportation (MDOT) resolution authorizing approval of a contract for reimbursement of funds for approach slope clearing project for the Mt. Pleasant Airport.
- \* 9. Consider professional services agreement with Mead & Hunt for airport tree abatement.
  - 10. Consider change in use of funds for Broadway Central.
- \* 11. Approval of payrolls and warrants.

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.

City Commission Agenda June 28, 2021 Page 2

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

**RECESS:** 

CLOSED SESSION: (None at this time)

**RECESS:** 

## **WORK SESSION:**

12. Discussion with Walsh Municipal Services (Frank Walsh) regarding City Manager Search.

**ADJOURNMENT:** 

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

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 6-23-2021
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.	Will have a draft on July 12 agenda.
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 reported with recommendation from Principal Shopping District Board.
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-Jacob Kain has drafted a plan with Dr. Colarelli for 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. Plan to have on a July agenda.

COMMISSION LETTER #112-21 MEETING DATE: JUNE 28, 2021

Page 2

SHORT DESCRIPTION OF TOPIC	MEETING TOPIC WAS AGREED TO	REQUESTED DUE DATE	STATUS AS OF 6-23-2021
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.
PILOT Ordinances Staff to provide a summary of end dates and if there are options for closing out any.	October 12, 2020	None	In process of being reviewed by City Attorney.
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 has been held. Meeting with businesses scheduled for June 24.

# 2. Tentative Work Session Schedule:

June 28 Discussion with Walsh Municipal Services

July 12 Principal Shopping District Special Assessment?

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

# City of Mt. Pleasant, Michigan

Mt. Pleasant meet here

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

# Mission-Pickard Downtown Development Authority (DDA)

# MINUTES OF THE REGULAR MEETING May 13, 2021 10:00 AM ELECTRONICALLY CONDUCTED

# I. Call to Order

The meeting was called to order by Chair Jeff Smith at 10:01 am.

<u>Present:</u> Tom Krapohl, Doug LaBelle II, Margaret McAvoy, Nancy Ridley, Robby Roberts, Jeff Smith (Chair)

Absent: John Hunter (Vice Chair), Lisa Orlando, Robert VanDorin

<u>Also attending:</u> (Staff): William Mrdeza, Michelle Sponseller (Host) (Guests): Paul Lippens, McKenna Associates

In accordance with state law governing the ability to conduct meetings virtually, all members listed as present identified Michigan as the state from which they were participating. Krapohl, Labelle, Ridley, Roberts, and Smith identified the city and county from which they were participating as Mt. Pleasant, Isabella County. McAvoy identified Owosso, Shiawassee County as her location of participation.

# II. Approval of Agenda

It was moved by McAvoy, seconded by Ridley, to approve the agenda as presented. **The motion passed unanimously.** 

# III. Approval of the April 8, 2021 Meeting Minutes

McAvoy requested that the April 8<sup>th</sup> minutes be amended to reflect the fact that both LaBelle and Smith would share Board representation at the proposed quarterly Mission Street stakeholder meetings, should the McKenna proposal be approved, as previously discussed. It was then moved by McAvoy, seconded by Ridley, to approve the April 8, 2021 meeting minutes as amended. **The motion passed unanimously.** 

# City of Mt. Pleasant, Michigan

Mt. Pleasant meet here

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#### IV. Old and New Business

# A. Consider Revised McKenna Contract Addendum for Next Steps in Mission Street Project Planning

Smith presented the revised McKenna Mission Street assistance contract to the Board and briefly reviewed the purpose of the contract. Smith also noted the additional details of the proposed deliverables from the quarterly meetings as requested by the Board at the last meeting. Mrdeza indicated that City staff recently met with MDOT to reaffirm their willingness to explore a number of alternative designs and reminded the Board that the concept shown in the Master Plan was one of a number of possible solutions to achieve the City's objectives. Those objectives include slowing traffic speeds, increasing corridor safety for all users, and improving the business and commerce focus of the corridor.

It was moved by Ridley, seconded by McAvoy, to approve the revised McKenna Mission Street contract as presented and to recommend the City Commission amend the 2021 DDA budget to reallocate \$15,000 to cover the cost of the contracted services as outlined in the proposed contract addendum. **The motion passed unanimously.** 

#### V. Public Comments

There were no public comments received or offered.

# VI. Adjourn

There being no other business, the meeting was adjourned at 10:10 am.

Minutes of the electronically conducted regular meeting of the City Commission held Monday, June 14, 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, Lori Gillis, George Ronan and Petro Tolas. All Commissioners present indicated they were in Mt. Pleasant, Isabella County, Michigan.

Commissioners Absent: None

Others Present: City Manager Nancy Ridley, City Clerk Heather Bouck and City Attorney Michael Homier

All present attended virtually via Zoom video conference.

# Proclamations and Presentations

Mayor Joseph read a proclamation recognizing June 19, 2021 as Juneteenth Celebration Day.

Introduced recently hired City employee Leanne Walker, Office Professional 1, PEAK.

Presentation by Lieutenant Don Sytsema on Recovery, Independence, Safety & Empowerment (RISE) partnership.

# Receipt of Petitions and Communications

Received the following petitions and communications:

- 1. City Manager report on pending items;
  - a. Monthly report on police related citizen complaints received.
- 2. Principal Shopping District (PSD) Meeting Minutes. (December 2020)
- 3. Tax Increment Finance Authority (TIFA) Meeting Minutes. (March)
- 4. Traffic Control Committee Meeting Minutes. (March)
- 5. Airport Joint Operations and Management Board Meeting Minutes. (April)
- 6. Parks and Recreation Commission Meeting Minutes. (April)
- 7. Planning Commission Meeting Minutes. (April and May)
- 8. Correspondence from City Assessor Chris Coucke.
- 9. Resignation of Steve Bissell from the Principal Shopping District Board.
- 10. Resignation of Curt Ritchey from the Principal Shopping District Board.

Moved by Commissioner Gillis and seconded by Commissioner Alsager to approve the following items on the Consent Calendar:

1. Minutes of the electronically conducted regular meeting of the City Commission held May 24, 2021.

2. Resolution in support of Temporary Traffic Control Order #2-2021 as follows: WHEREAS, under the date of February 1, 2021, the Traffic Engineer of the City of Mt. Pleasant issued temporary traffic control order No. 2-2021 (Place "No Parking 7 am-8 am and 2 pm-3 pm Loading Zone Only" signs on the south side of Michigan Street in front of the Sacred Heart Academy Elementary School [2 signs the first 5 spaces west of Franklin] and 1 sign for the first 3 spaces on the south side of Michigan just east of University] remove existing three hour parking sign). Said temporary traffic control order was presented to the City Commission on June 14, 2021, for review and after reviewing said temporary control order and being fully advised in the premises,

BE IT RESOLVED, that the City Commission approves making temporary traffic control order No. 2-2021 a permanent traffic control order.

- 3. 2022-2027 Capital Improvement Plan.
- 4. Receive proposed ordinance to amend Chapter 10 GENERAL PROVISIONS, §10.5 DEFINITIONS and Chapter 91 ANIMALS of the Code of Ordinances of the City of Mt. Pleasant and set a public hearing for Monday, June 28, 2021 at 7:00 p.m. on same.
- 5. Authorize the Mayor and Clerk to execute a three-year assessing contract with Sunrise Assessing Services from July 1, 2021 to March 31, 2024 as presented.
- 6. Appoint Ruth Scott, MMAO Assessor of Record in accordance with State law and City Charter and appoint Heather Bouck Deputy Assessor.
- 7. Authorize the Mayor and City Clerk to sign each of the following five agreements as presented and further provide authority to the City Manager to sign future annual agreements provided the terms and conditions are the same.
  - a.) Facility Agreement with Central Michigan Area Club Softball;
  - b.) Lighting Agreement with Mt. Pleasant Little League;
  - c.) Facility Agreement with Mt. Pleasant Little League;
  - d.) Facility Agreement with Isabella Bank; and
  - e.) Facility Agreement with Isabella County Juvenile Court.
- 8. Rescind the Residential Alley Paving, Reconstruction and Resurfacing Financing Policy of April 9, 2018 and approve the Capital Projects Special Assessment Policy as presented. (CC Exh 6-2021)
- 9. Warrants dated May 25, June 1 & 3, 2021 and Payrolls dated May 28, 2021 all totaling \$804,544.43.

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

NAYS: None ABSENT: None

Motion unanimously adopted.

Moved by Commissioner Ronan and seconded by Vice Mayor Perschbacher to accept the proposal of Walsh Municipal Services of East Lansing, Michigan for the 2021 City Manager Search at a cost of \$13,200.

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

NAYS: None ABSENT: None

Motion unanimously adopted.

Moved by Commissioner Tolas and seconded by Commissioner Alsager to approve the resolution as presented for the one-time reduction in the payment from Charter Township of Union for fire protection costs.

WHEREAS the Fire Department staffing costs for April and May 2020 were reduced by \$174,714;

WHEREAS the Fire Protection Agreement with the Charter Township of Union dated, November 26, 2018 ("Agreement") provides for the township to pay approximately 30.96% of the Fire Department costs;

WHEREAS the Agreement requires a quarterly payment of ¼ of \$796,300 for 2021; WHEREAS the City believes, it is in the best interest of all parties to share the 2020 reduction proportionately;

THEREFORE BE IT RESOLVED as follows:

- 1. The payment due from the Township on July 1, 2021 be reduced by \$54,090.
- 2. Except for the payment, reduction as stated herein and due on July 1, 2021, nothing in this Resolution shall be construed to amend or alter payment amount or schedule of payments for any other payment due to the City under the Agreement.
- **3.** All of the provisions of the Agreement, except for the reduction in the July 1, 2021 payment as stated in this Resolution, shall remain in full force and effect.

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

NAYS: None ABSENT: None

Motion unanimously adopted.

Moved by Commissioner Gillis and seconded by Commissioner Ronan to conduct a closed session pursuant to subsection 8(c) of the Open Meetings Act for strategy and negotiation session connected with the negotiation of a collective bargaining agreement.

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

NAYS: None ABSENT: None

Motion unanimously adopted.

## Announcements on City-Related Issues and New Business

Mayor Joseph announced "Juneteenth Celebrations" will include a black history trivia night on Tuesday coordinated through CMU and another at Warner Hall on Friday night. Mayor Joseph congratulated staff for receiving the International Award of Excellence for Online Video Campaign and The Telly Awards Bronze Winner and gave special thanks to Darcy Orlik and Director Paul Lauria. He also reminded residents that there is still a pandemic and encouraged residents to get vaccinated and wear a mask in crowds.

Commissioner Gillis also congratulated Darcy Orlik and staff on receiving the International Award of Excellence for Online Video Campaign and The Telly Awards Bronze Winner. She reminded residents that there are Board and Commission seats open.

Visit the City's website <u>www.mt-pleasant.org</u> for details. She thanked Steve Bissell and Curt Ritchey for their time on the Principal Shopping District Board.

Commissioner Ronan suggested moving the Principal Shopping District meeting to a lunch meeting and provide lunch; possibly have more involvement.

The Commission recessed at 7:59 p.m. and went into work session at 8:08 p.m.

WORK SESSION - Preliminary discussion on American Rescue Plan funding.

Mayor Joseph and City Manager Ridley led a discussion on American Rescue Plan funding.

The Commission recessed at 8:27 p.m. and went into closed session at 8:30 p.m. A separate set of minutes was taken for the closed session.

Mayor Joseph adjourned the m	eeting without objection at 8:53 p.m.			
William L. Joseph, Mayor	Heather Bouck, City Clerk			

COMMISSION LETTER #113-21 MEETING DATE: JUNE 28, 2021

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: PUBLIC HEARING ON AN ORDINANCE TO AMEND CHAPTER 10.05 AND

CHAPTER 91 ANIMALS OF THE CODE OF ORDINANCES AND CONSIDER

APPROVAL OF THE SAME

Attached are the materials from the June 14 City Commission meeting when the public hearing for this matter was set.

After holding the public hearing, it is recommended the City Commission adopt the ordinance as presented. Like many of our recently enacted ordinances, staff will provide a report after six months to provide information on the effectiveness.

# Recommended Motion:

Move to approve ordinance amendments to Chapter 10.05 and 91 of the Code of Ordinances as presented.

NJR/ap

COMMISSION LETTER #106-21 MEETING DATE: JUNE 14, 2021

TO: MAYOR AND CITY COMMISSION JUNE 9, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: RECEIVE AN ORDINANCE TO AMEND CHAPTER 10.05 AND CHAPTER 91

ANIMALS OF THE CODE OF ORDINANCES AND SET A PUBLIC HEARING

FOR JUNE 28, 2021 ON THE SAME

During the May 24 work session discussion there was general agreement to move forward with introducing proposed changes to Chapter 10 and 91 of the Code of Ordinances regarding animals. The memo and draft ordinance amendments from Assistant Fire Chief and NRU Coordinator Doug Lobsinger are attached. These ordinance amendments are intended to provide additional tools for Code Enforcement to use to work with our community partners on these matters. Also attached is the full Chapter 91: Animals ordinance for reference.

We recommend the City Commission set a public hearing for June 28 on the proposed ordinance amendments as presented.

#### Recommended Motion:

Move to set a public hearing for June 28, 2021 on proposed amendments to Chapter 10.05 and 91 of the Code of Ordinances as presented.

NJR/ap



# City of Mount Pleasant, Michigan DEPARTMENT OF PUBLIC SAFETY



**DATE:** May 6, 2021

TO: Paul Lauria, Director of Public Safety

**FROM:** Doug Lobsinger, Assistant Fire Chief and NRU Coordinator

**SUBJECT:** Updated Animal Ordinance

In last few years we have received additional complaints concerning stray cats. These complaints are mostly about quality of life issues that some residents are experiencing. These concerns include noise, sanitary issues, safety of children, and the growing population of stray cats in certain areas of the city.

To address these issues over the last few years, Code Enforcement has worked with Isabella County Humane Animal Treatment Society (ICHATS) and Isabella County Animal Control. Trap, spay and release concept has been tried, however we have only experienced limited success. One of the key components to this concept is cooperation of property owners. In some attempts to utilize this concept, we have been denied permission by residents claiming to own all the stray cats in the area. In one instance, the resident would feed and provide shelter to dozens of stray cats without concern for the problems they were causing other nearby neighbors.

The Animal Ordinance, Chapter 91 of the City Ordinances that is currently in place does not address stray cats or clearly state how many a property owner or tenant may have on their property. However, the Zoning Ordinance does provide the framework by defining a Kennel as: any Structure or premises on which four or more dogs and/or cats over four months of age are kept, excluding, however, any Structure or premises on which such animals are kept for Retail sale in Character Districts CD-4 or CD-5.

Working with the City Attorney and City Prosecutor, attached to this memorandum are proposed changes to Chapter 91 "Animals" Ordinance. These changes will provide Code Enforcement with the tools and authority to address the issues stated above. In addition, it provides residents with clear guidelines that are consistent between City Ordinance and the Zoning Ordinance.

It is important to mention that this ordinance change does not allow stray cats to be euthanized, except in instances as determined by a licensed veterinarian. It is an attempt to balance providing staff with the tools to address quality of life concerns that are caused by stray cats and treating them humanely. We feel this ordinance change accomplishes that balance.

#### CITY OF MOUNT PLEASANT

## ISABELLA COUNTY, MICHIGAN

# ORDINANCE NO.

# AN ORDINANCE TO AMEND CHAPTERS 10 AND 91 OF THE MOUNT PLEASANT CITY CODE

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

Section 1. <u>Amendment</u>. Section 10.05 of the City Code entitled, "Definitions" is hereby amended to add the following definition, as follows:

#### § 10.05 DEFINITIONS.

HARBOR. The act of owning, maintaining, or keeping an animal on a person's premises while providing food and shelter to that animal.

Section 2. <u>Amendment</u>. Chapter 91 of the City Code entitled, "Animals" is hereby amended to add Section 91.08, as follows:

#### § 91.08 IMPOUNDMENT OF ANIMALS.

- (A) Any stray dog or cat found at large may be impounded by the City, Isabella County Animal Control, and/or Humane Animal Treatment Society and confined in a humane manner.
- (B) Immediately upon impounding an animal, the City, Isabella County Animal Control, and/or Humane Animal Treatment Society shall make every reasonable effort to notify the owner and inform such owner of the conditions whereby custody of the animal may be regained.
- (C) All stray dogs and cats that are not spayed or neutered and which have not been claimed within a period of 7 full days from the date of seizure, shall be spayed or neutered by a licensed veterinarian unless the animal is deemed medically unfit to undergo the procedure.

Section 3. <u>Amendment</u>. Chapter 91 of the City Code entitled, "Animals", is hereby amended to add Section 91.09, as follows:

## § 91.09 NEGLECTED OR ABANDONED ANIMALS

The City, Isabella County Animal Control, and/or Humane Animal Treatment Society may impound any animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such animal to another person to be sheltered, cared for and given medical attention, if necessary.

Section 4. <u>Amendment</u>. Chapter 91 of the City Code entitled, "Animals", is hereby amended to add Section 91.10, as follows:

# § 91.10 NUMBER OF HOUSEHOLD PETS PERMITTED.

(A) It shall be unlawful for any person to harbor three or more dogs and/or cats over four months of age on that person's premises within the City. The provisions of this section shall not apply to an animal shelter, kennel, pet store, veterinary hospital, veterinary clinic, or pet grooming facility that is in compliance with all applicable licensing and zoning regulations.

Penalty, see § 91.99

Section 5. <u>Amendment</u>. Section 91.99 of Chapter 91 is hereby amended to read, in its entirety, as follows:

## § 91.99 PENALTY.

- (A) Municipal civil infraction. Any person violating the following designated provisions of this chapter shall be held responsible for a municipal civil infraction and prosecuted in accordance with the Municipal Civil Infractions Ordinance:
- 91.01 Dogs running at large
- 91.02 Noisy dogs prohibited
- 91.04 Premises to be kept clean
- 91.05 Removal of excrement
- 91.06 Dog license required
- 91.07 Rabies control
- 91.10 Number of household pets permitted
  - (1) The fine for violation of a municipal civil infraction under §§ 91.01, 91.02, 91.04, and 91.06, 91.07, and 91.10 shall be \$50; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.
  - (2) The fine for violation of § 91.05 shall be \$20; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.
- (B) Criminal misdemeanor. Any person violating any provision of this chapter, with the exception of those specifically set forth in division (A) above, shall be guilty of a misdemeanor and shall be punished as provided in § 10.99.

**Section 6**. Repeal and Replace. Any and all ordinances inconsistent with this Ordinance are hereby repealed, but only to the extent necessary for this Ordinance to be in full force and effect.

**Section 7**. <u>Publication and Effective Date.</u> The City Clerk will cause to be published a notice of adoption of this ordinance within ten (10) days of the date of its adoption. This ordinance will take effect thirty (30) days after its adoption.

YEAS:	Commissioner(s)		
NAYS:	Commissioner(s)		
ABSTAIN:			
ABSENT:			
		<b>CERTIFIC</b>	CATION
true and con		nance adopted	t, Isabella County, Michigan, I certify this is a by the Mount Pleasant City Commission at a
Date:	, 2021		William L. Joseph, Mayor
Date:	, 2021		Heather Bouck, City Clerk
Effective:	-	, 2021	

#### CITY OF MOUNT PLEASANT

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Penalty, see § 91.99

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YEAS:	Commissioner(s)		
NAYS:	Commissioner(s)		
ABSTAIN:			
ABSENT:			
		<b>CERTIFIC</b>	CATION
true and con		nance adopted	t, Isabella County, Michigan, I certify this is a by the Mount Pleasant City Commission at a
Date:	, 2021		William L. Joseph, Mayor
Date:	, 2021		Heather Bouck, City Clerk
Effective:	-	, 2021	

#### **CHAPTER 91: ANIMALS**

#### Section

- 91.01 Dogs running at large
- 91.02 Noisy dogs and cats prohibited
- 91.03 Fierce or dangerous dogs prohibited
- 91.04 Premises to be kept clean
- 91.05 Removal of excrement
- 91.06 Dog license required
- 91.07 Rabies control
- 91.99 Penalty

#### § 91.01 DOGS RUNNING AT LARGE.

It shall be unlawful for the owner, or any other person having the possession, care, custody or control, to permit any dog to run at large upon the public streets, walks, parks, or other public places within the city, unless attached to a leash of sufficient strength. Penalty, see  $\S$  91.99

#### § 91.02 NOISY DOGS AND CATS PROHIBITED.

It shall be unlawful for any person to own or keep any dog or cat which shall cause annoyance or disturbance to persons by frequent and habitual barking, howling or yelping. Penalty, see § 91.99

#### § 91.03 FIERCE OR DANGEROUS DOGS PROHIBITED.

It shall be unlawful for any person to own or keep any fierce or dangerous dog or any dog which:

- (A) Runs and barks at pedestrians or vehicles,
- (B) Destroys property, or
- (C) Bites any human being.

(Ord. passed -- ; Am. Ord. 668, passed 4-4-88) Penalty, see § 91.99

Statutory reference:

Dangerous animals, see M.C.L.A. §§ 287.321 et seq.

#### § 91.04 PREMISES TO BE KEPT CLEAN.

The owner or custodian of any dog shall maintain the premises where the dog is kept in a clean and sanitary condition free from feces, rodents, vermin and disagreeable odors. (Ord. passed --; Am. Ord. 668, passed 4-4-88) Penalty, see § 91.99

#### § 91.05 REMOVAL OF EXCREMENT.

- (A) Any person owning or having charge of any dog or cat shall be responsible for the removal of any excrement deposited by such dog or cat on public thoroughfares, sidewalks, parks, or any public property whatsoever, or upon any private property.
- (B) Any person owning or having charge of a dog or cat, which deposits excrement on public or private property, other than the property of the animal's owner or keeper, shall, upon being made aware of such fact, immediately remove such excrement and dispose in a sanitary manner.
- (C) No person owning or having charge of a dog or cat shall cause or permit such dog or cat to be on public or private property, not owned or possessed by such person, unless such person has in his/her immediate possession an appropriate device for the removal of excrement and disposal in a sanitary manner.

(Ord. 762, passed 8-14-95) Penalty, see § 91.99

#### § 91.06 DOG LICENSE REQUIRED.

It shall be unlawful for any person to own, maintain, keep or harbor any dog within the city without first procuring a license as prescribed by state law. Application for a license shall be made to the City or County Treasurer and shall state the breed, sex, age, color and markings of the dog, and the name and address of the applicant and the last known previous owner. The application shall be accompanied by a certificate of a licensed veterinarian showing that the dog has been vaccinated against rabies.

(Ord. passed -- ; Am. Ord. passed 7-25-74) Penalty, see § 91.99

#### § 91.07 RABIES CONTROL.

- (A) (1) If any person is bitten by a dog, it shall be the duty of that person, or the owner or custodian of the dog having knowledge of same, to report same to the Police Department within 12 hours thereafter.
- (2) If the owner or custodian of any dog has any reason to believe or suspect that such dog has become affected with rabies, it shall be the duty of that person to report the to the Police Department within 12 hours thereafter.
- (B) In the event of any report to it as set forth in divisions (A)(1) and (2) above, the Police Department may seize such dog and deliver it to the Isabella County Animal Control. Penalty, see  $\S 91.99$

#### § 91.08 IMPOUNDMENT OF ANIMALS.

- (A) Any stray dog or cat found at large may be impounded by the City, Isabella County Animal Control, and/or Humane Animal Treatment Society and confined in a humane manner.
- (B) Immediately upon impounding an animal, the City, Isabella County Animal Control, and/or Humane Animal Treatment Society shall make every reasonable effort to notify the owner and inform such owner of the conditions whereby custody of the animal may be regained.
- (C) All stray dogs and cats that are not spayed or neutered and which have not been claimed within a period of 7 full days from the date of seizure, shall be spayed or neutered

by a licensed veterinarian unless the animal is deemed medically unfit to undergo the procedure.

#### § 91.09 NEGLECTED OR ABANDONED ANIMALS

The City, Isabella County Animal Control, and/or Humane Animal Treatment Society may impound any animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such animal to another person to be sheltered, cared for and given medical attention, if necessary.

#### § 91.10 NUMBER OF HOUSEHOLD PETS PERMITTED.

(A) It shall be unlawful for any person to harbor three or more dogs and/or cats over four months of age on that person's premises within the City. The provisions of this section shall not apply to an animal shelter, kennel, pet store, veterinary hospital, veterinary clinic, or pet grooming facility that is in compliance with all applicable licensing and zoning regulations.

Penalty, see § 91.99

#### § 91.99 PENALTY.

- (A) Municipal civil infraction. Any person violating the following designated provisions of this chapter shall be held responsible for a municipal civil infraction and prosecuted in accordance with the Municipal Civil Infractions Ordinance:
- 91.01 Dogs running at large
- 91.02 Noisy dogs prohibited
- 91.04 Premises to be kept clean
- 91.05 Removal of excrement
- 91.06 Dog license required
- 91.07 Rabies control
- 91.10 Number of household pets permitted
- (1) The fine for violation of a municipal civil infraction under §§ 91.01, 91.02, 91.04, 91.06, 91.07, and 91.10 and 91.06-shall be \$50; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.
- (2) The fine for violation of  $\S$  91.05 shall be \$20; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.
- (B) Criminal misdemeanor. Any person violating any provision of this chapter, with the exception of those specifically set forth in division (A) above, shall be guilty of a misdemeanor and shall be punished as provided in § 10.99.

(Ord. 762, passed 8-14-95)

Cross-reference:

Municipal civil infractions, see Chapter 36

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COMMISSION LETTER #114-21 MEETING DATE: JUNE 28, 2021

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: CONSIDER CONTRACT EXTENSION WITH ISABELLA COUNTY FOR THE

MATERIAL RECOVERY FACILITY (MRF)

Since the early 1990's the City of Mt. Pleasant and Isabella County have shared joint ownership of the Material Recovery Facility (MRF) and have had multiple joint operating agreements related to it. The most recent agreement was updated in 2008 and two amendments to the agreement have been approved. These documents are attached for reference.

While doing research recently, it was noted that one of the prior amendments had a set date for termination of the agreement, which overrides the annual automatic renewal of the agreement. Both the City and County have been following the terms of the agreement as if the contract was in place. It has been a mutually beneficial agreement for the City, the County and their residents.

We recommend the third amendment to the Joint Operating Agreement as attached be approved and authorize the Mayor and Clerk to sign the agreement. This 3<sup>rd</sup> amendment would reinstate the automatic annual renewal provision.

#### Recommended Motion:

Move to approve the third amendment to the Joint Operating Agreement for the Material Recovery Facility as presented.

NJR/ap

# AGREEMENT FOR JOINT OPERATION OF THE MATERIAL RECOVERY FACILITY

This agreement made this <sup>1</sup>4th day of May, 2008 by and between the County of Isabella (referred to as "County"), and the City of Mt. Pleasant (referred to as "City"), for the express purpose of providing for the joint operation of the Isabella County Material Recovery Facility (referred to as "MRF").

WHEREAS, the Material Recovery Facility (MRF) benefits the citizens of both the County of Isabella and the City of Mt. Pleasant ("City") by diverting recyclable materials from disposal in landfills, and

WHEREAS, the City provides municipal curbside collection services to its citizens by contract with a private Hauler, and

WHEREAS, the County provides depot collection sites and municipal curbside collection services by agreement for townships and municipalities, and

WHEREAS, the City and the County assure that all recyclable materials collected shall be delivered to the MRF, and

WHEREAS, the County will process and sell the recyclable materials at the MRF, and

WHEREAS, the City also wishes to contribute a share of the financial support of the MRF as set forth herein, and

WHEREAS, the County and the City wish to enter into this Agreement to prescribe their respective obligations with respect to the MRF.

NOW, THEREFORE, the parties mutually agree as follows:

Section 1. <u>Definitions:</u> As used in this Agreement, the words and phrases listed below shall have the following meanings:

"Part 115" means Natural Resources and Environmental Protection Act 451 of 1994, Part 115 Solid Waste Management, as amended.

"Administrative Costs" means the costs associated with administration of the MRF including costs of administrative personnel, grant reporting and compliance requirements, audit fees, and periodic inspection by the County.

"Annual Land and Land Improvement Costs" means the initial Land and Land Improvement Costs amortized over 20 years, beginning in 1993, at a rate of 3.75% per annum.

"City" means the City of Mt. Pleasant, Michigan, acting by and through its Board of Commissioners.

"Curbside Contractor" means the Hauler with which the City has contracted to provide municipal curbside refuse collection service to all residential households within the City, including the collection of source-separated Recyclable Materials.

"County" means the County of Isabella, Michigan, acting by and through its Board of Commissioners.

"Hauler" means any Person, including the Curbside Contractor, engaged, in whole or in part, in the business of collecting, transporting, delivering, or disposing of Solid Waste, Recyclable Materials, or Yard Waste within the City and the County.

"Land and Land Improvement Costs" means the costs associated with initial site acquisition and site improvements for the MRF including the costs of purchasing the property, improvements of the property, sewer/water and other utility improvements, screening, and road improvements.

"MRF" means the Material Recovery Facility constructed by the County of Isabella, also known as the Isabella County Recycling Center.

"MRF Board" means the board of representative appointed by the City and the County to provide direction for the processing and generation of recycling.

"Net Operating Costs" means the total costs of processing at the MRF (including the costs of labor, operation, maintenance and repair of the MRF, shipping, utilities, and incentive program payouts) (not including Administrative Costs or Equipment Replacement Funds as other wise specified in Section 8) minus revenues derived from the sale of Recyclable Materials and Tipping Fees.

"Net Revenues" Revenues received from the sale of Facility produced Products minus Costs associated with Product transportation to Purchaser (which shall not include processing, brokerage fees, or the cost of loading Product onto shipping containers or vehicles).

"Operation Reserve" means the funds designated as an operations reserve to assist with covering net operating costs during periods of time when the revenues generated from the sale of materials is significantly reduced.

"Percentage of Tons Delivered" means a fraction which is calculated by the City's tons delivered to the MRF divided by the City plus County deliveries.

"Premises" means any enclosed area used for residential, commercial, or industrial purposes, separately or in combination, to which a separate street address, postal address or box, tax roll description, or other similar identification has been assigned to or is in use by a person having control of the area.

"Recyclable Materials" means newspaper, glass containers, tin cans, high density polyethylene plastic containers (such as opaque and plastic milk and detergent bottles), and other materials that may be recycled as determined by rules recommended by the MRF Board.

"Residential Site of Generation" means any Site of Generation containing a single-family dwelling or multi-family residential dwelling of four units or less.

"Site of Generation" means any Premises in or which Solid Waste is generated by any person.

"Solid Waste" means solid waste as defined in Part 115 of Public Act 451 of 1994, Solid Waste Management, as amended.

"Tipping Fee" means the fee set by the MRF Board to be charged upon delivery of Recyclable Materials to the MRF.

"Yard Waste" means leaves, grass clippings, vegetable or other garden debris, shrubbery or brush or tree trimmings less than 4 feet in length and 3 inches in diameter, that can be converted to compost humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.

# Section 2. MRF Location; Ownership

The MRF shall consist of the following building(s) which are described and located as follows:

# Material Recovery Facility (MRF), 4208 East River Road, Mt. Pleasant, Michigan

Other buildings at the MRF site may be added or deleted from this list as deemed necessary. The MRF shall be owned by the County.

# Section 3. MRF Board

Operation of the MRF shall be guided by an advisory committee composed of five (5) representatives from the following agencies:

# Appointed by Isabella County Board of Commissioners (3)

- County official
- Citizen Representative (must not reside within the City of Mt. Pleasant) (2)
- An alternate for either representative

# Appointed Mt. Pleasant City Commission (2)

- City official
- Citizen Representative (must reside within the City of Mt. Pleasant)
- An alternate for either representative

Each representative to the Board shall have an equal vote on all matters pertaining to the MRF Facility. The Board shall be responsible for electing a Chairperson and Vice Chairperson, promulgation of rules and regulations for the operation and administration of the MRF.

The Board shall recommend matters to the Isabella County Board of Commissioners regarding the operation of the MRF including, but not limited to, the MRF tipping fee and the establishment of the budget. The MRF Board shall have no authority to incur obligations or expenses without prior approval of the County Commission or designee. The County Board of Commissioners is responsible for establishing the budget for the operation of the MRF.

A majority of the members of the MRF Board shall constitute a quorum for the transaction of the ordinary business of the Board, and questions which arise at its meetings shall be determined by the votes of the majority of the members present.

The Board shall meet quarterly and at such other times as the Board shall determine. An annual meeting schedule will be set the ensuing year in prior to December 31st and posted appropriately.

## Section 4. County Agency

The MRF shall be considered an agency of the County. In the event that the MRF Board decides to employ personnel to operate the MRF, said employees shall be employees of the County. They will be subject to all personnel rules approved by the County, as well as accounting procedures. The hiring of any personnel shall be subject to the approval of the Isabella County Board of Commissioners and the budget established by the County Board of Commissioners.

The County will name the City as an additional insured in regard to the MRF.

# Section 5. County Ordinance; City Ordinance

The County has adopted a County ordinance to:

- a. Regulate the collection, transportation, and disposal of Solid Waste, Recyclable Materials, and Yard Waste.
- b. Require licensing of Haulers.
- c. Require residential source separation of Recyclable Materials and Yard Waste.
- d. Prohibit burning of grass and leaves.
- e. Prohibit the disposal of Yard Waste in landfills.

The City shall use its best efforts to assist the County in the enforcement of the County ordinance within the City.

The City shall by ordinance require each Hauler operating within the City, including its Curbside Contractor, to comply with the County ordinance, Part 115 and other applicable Federal and State laws, rules, and regulations, as a condition of its material collection license issued by the City.

The City has adopted and enforces an ordinance which is in a manner substantially similar to the County ordinance:

- a. Prohibits Haulers from collecting Solid Waste from a Residential Site of Generation unless all Recyclable Materials and Yard Waste have been separated from the Solid Waste prior to collection.
- b. Prohibits the placement of Solid Waste on any property or in a public right-of-way for collection from a Residential Site of Generation unless Recyclable Materials and Yard Waste have been separated.
- c. Requires the delivery of all source-separated Recyclable Materials collected by Haulers from any Site of Generation within the City to the MRF.
- d. Prohibits any person other than a licensed Hauler or other agency authorized by the City from removing, collecting, or transporting Recyclable Materials or Yard Waste from any Site of Generation or a public right-of-way.

#### Section 6. Delivery to MRF; Curbside Contractor

During the term of this Agreement, the City shall, at its expense, continue to operate its municipal curbside collection service to all Residential Sites of Generation within the City. The City shall require its Curbside Contractor to collect source-separated Recyclable Materials from all Residential Sites of Generation and to deliver all source-separated Recyclable Materials collected from a Residential Site of Generation within the City to the MRF.

The City shall take all action (including, without limitation, the exercise of rights and remedies available by contract or otherwise available at law or in equity) as may be necessary to assure that the Curbside Contractor delivers all source-separated Recyclable Materials collected from a Residential Site of Generation within the City to the MRF in compliance with City and County ordinances.

# Section 7. Recycling Programs

The City and County agree that the term "Recycling" covers many different programs and operations. The following paragraphs will outline the recycling programs and the general parameters of their funding by the two parties. The specific details of the funding are outlined in Section 8.

- a. <u>MRF Operation</u>: The processing of materials delivered to the MRF is performed by the County. The Operating Cost is shared by the parties based on a Percentage of Tons Delivered on a quarterly basis.
- b. MRF Administration and Education: The oversight of the MRF, education programs and other administrative costs for running the facility are shared equally by the parties until the City's contribution reaches the maximum amount indicated in Section 8 of this contract. The City shall assist the County in the implementation of the education program, including distribution of literature, support of workshops, or distribution of newsletters or fact sheets.
- c. <u>Household Hazardous Waste Collection</u>: The County, in conjunction with the MRF Board, schedules a number of days each year to collect household hazardous waste from residents of Isabella County. The County shall be responsible for organizing, publicizing, and administering the collection program.
- d. Recycling Depot Site: Isabella County currently maintains recycling collection depot sites in the following areas: Coe Township (Shepherd), Village of Rosebush, Broomfield Township, Sherman Township (Weidman), Rolland Township (Blanchard), and Fremont Township (Winn). Isabella County shall be responsible for the staffing, operations, maintenance, and collections from the sites. The County reserves the right to add or delete sites.
- e. <u>Clean Sweep Collection Program</u>: Isabella County contracts with the Michigan Department of Agriculture to collect pesticides and herbicides from agricultural operations covering a number of counties in the region. Isabella County is responsible for the staffing for these collection programs, disposal of the hazardous waste received, and administration of the contract with the Michigan Department of Agriculture.
- f. <u>Special Collection Programs</u>: Both the City and the County reserve the right to conduct special solid waste and recycling collection programs; including electronic collections, books, commercial recycling program, and rural clean-up programs. If the special program requires joint funding by the City and County, prior approval by each shall be required at the appropriate administrative level.

# Section 8. Funding for MRF

The parties agree that each party shall pay its financial support to the MRF in accordance with the following. The annual budget for the MRF shall be on a County fiscal year basis October 1 – September 30. The annual budget shall be approved as part of the County budget approval process. The County shall invoice the City on a quarterly basis for the payments described below. The City shall pay the County's invoice within thirty (30) days of receipt.

- a. <u>Net Operating Cost:</u> The City shall pay the County its proportionate share of the actual Net Operating Costs of the MRF, not to exceed \$75 per ton (prior to the application of the revenues), on a quarterly basis. The City's proportionate share of the Net Operating Costs shall be computed by the Percentage of Tons Delivered.
- b. Annual Land and Land Improvement Cost: The City shall pay the County its proportionate share of the Annual Land and Land Improvement Costs on a quarterly basis. The City's proportionate share shall be computed by multiplying one-fourth (1/4) of the Annual Land and Land Improvement Costs times the Percentage of Tons Delivered during the quarter. The City shall pay its proportionate share of the Annual Land and Land Improvement costs for the term of this Agreement, including renewals, or until 2012, whichever is less. The City may prepay its proportionate share of the outstanding balance

during any year of the Contract. The schedule of the total amount outstanding for each year is as follows:

				Outstanding	
<u>Year</u>	Annual Payment 3.7	5% Interest	<u>Principal</u>	<u>Balance</u>	
				\$48,203.70	. 0
2008	\$10,751.93	\$1,807.64	\$8,944.29	\$39,259.42	
2009	\$10,751.93	\$1,472.23	\$9,279.70	\$29,979.72	10mg/s
2010	\$10,751.93	\$1,124.24	\$9,627.69	\$20,352.03	1 600
2011	\$10,751.93	\$763.20	\$9,988.73	\$10,363.31	3011
2012	\$10,751.93	\$388.62	\$10,363.31	\$0.00	

- 11/14/13
- c. <u>Administration and Education Cost</u>: The City shall pay the County fifty percent (50%), up to \$ 32,781.81 in 2007, of the Administrative and Education Costs of the MRF remaining after reduction for any revenues (such as grants or contributions) designated for Administrative Costs or Education Programs and derived by the County from other entities. The amount will be increased each year of this contract by the Consumers' Price Index All Urban Consumers (Midwest).
- d. <u>Household Hazardous Waste Collection</u>: The cost associated with the disposal of household hazardous materials shall be proportionately funded based on the Percentage of Tons Delivered to the MRF Facility during the last full budget year.
- e. <u>End of Year Financial Settlement</u>: The City shall receive its proportionate share of the end of year financial settlement as defined by the following calculation: Actual Net Operating Costs (not to exceed \$75 per ton for processing costs) plus or minus any adjustments to the Operation Reserve as defined below. The proportionate share of any net will be shared based on the Percentage of Tons Delivered.
- f. Equipment Purchase All equipment necessary to initially operate the MRF was provided by the State DNR Clean Michigan Model Community program. As additional equipment is deemed necessary and recommended by the MRF Board, and approved by The County Board of Commissioners, the parties agree in conjunction with available grant monies and other available funds to prorate said costs for MRF processing equipment on the Percentage of Tons Delivered to the MRF Facility during the last full budget year. Any equipment needed for depot sites and curbside collection program will be funded independently by the County or the City.
- g. Replacement Reserves The City and County agree to each set aside \$32,300 and \$48,500 respectively each year. These funds will be used to fund equipment replacements at the MRF as approved by the MRF Board, City Commission and County Board of Commissioners. Reserve balances shall be capped in the amounts of \$200,000 by the City and \$350,000 by the County.
  - h. Operation Reserve The City and County agree to set aside up to 50% of operational costs of the prior year, these funds will be in a designated fund balance of the County and be managed by the County. These funds will be used to subsidize operational costs during years when the material sales decrease by 15% or more from the prior year's material sales. Operational Reserves funding shall be calculated prior to the End of the Year Financial Settlement defined above. Yearly Operation Reserve Designated Fund Balance for the fiscal year will be approved by the City Finance Director prior to the End of Year Financial Settlement calculation being completed.

# Section 11. Land Improvements

The City and County agree to share land improvement costs equally for any improvements to the MRF Facility as approved by the MRF Governing Board, City Commission and County Board of Commissioners.

# Section 12. Repayment of Equity in MRF

The parties recognize that both have an equity interest in the Land and Land Improvements as well as the equipment at the facility and therefore agree to the following distribution, if necessary:

- a. If the City and County mutually agree to terminate the Agreement and the MRF is sold to another party, the parties will equally split any proceeds from the sale.
- b. Each party to the agreement shall have first right to negotiate for the purchase of the MRF in the event that the other party to this Agreement elects not to renew the Agreement. At that time, an appraisal will be conducted of the MRF by a Certified General Real Estate Appraiser acceptable to both parties and the party to this agreement wishing to purchase the MRF will pay the other party one-half of the appraised amount amortized over 15 years with no interest.

# Section 13. Notices

The notices required or permitted hereunder shall be sent to the respective parties by certified mail, return receipt requested. Notices to the County shall be sent to the attention of Chairperson, Board of Commissioners. Notice to the City shall be sent to the City Clerk.

# Section 14. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

# Section 15. Length of Agreement

The term of this Agreement shall commence on the execution of this Agreement and shall expire on March 31, 2011. This Agreement shall thereafter automatically renew for successive one (1) year periods unless written notice of termination is given to the other party at least six (6) months prior to the expiration.

This Agreement may be terminated at any time by mutual agreement of the parties.

#### Section 16. Amendment

Amendments to this Agreement can be implemented after mutual agreement in writing by both parties.

#### Section 17. Entire Agreement

This Agreement contains the entire agreement between the parties, and any or all prior to contemporaneous oral or written agreements made by either party shall have no force or effect. This Agreement shall be construed under Michigan law.

IN WITNESS WHEREOF, the parties have signed this Agreement for their authorized officers or agents on the date first written above.









Witness

ISABELLA COUNTY

By: Massally
Its: Commission Chair

CITY OF MT. PLEASA

By: Its:

Ву:

FILED

# First Amendment to the Agreement for Joint Operating of the Material Recovery Facility

APR 16 2013

This first amendment made to the April 2008 Agreement between the County of Isabella (referred to as "County") and the City of Mt. Pleasant (referred to as "City") hereby agrees to the following:

- 1. The Joint Agreement of April 2008 included a clause (Section 15) that allowed for automatic one year renewals unless written notice was given to either party at least 6 months prior to expiration.
- 2. On September 26, 2012 the County provided written notice that it was exercising its termination rights only to allow for the parties to draft an improved agreement; not as a desire to end the mutual relationship.
- 3. Representatives of the City and County met to begin to draft the improved agreement.
- 4. Representatives of the City and County then determined that a larger discussion about recycling was likely warranted and the City/County Liaison Committee agreed to create a separate committee to explore the issues
- 5. It is best to extend the existing contract for one year while the committee explores the recycling issues.

Therefore, the City and County mutually agree that the original April 2008 Agreement will be extended to March 31, 2014 or to a date of adoption of a new agreement, whichever is earlier. .

Isabella County Its: Prosecuting Attorney City of Mt. Pleasant

# FILED

# APR 0 8 2014

Second Amendment to the Agreement for Joint Operating of the Material Recovery Facility

ISABELLA COUNTY CLERK MT. PLEASANT, MICH.

This second amendment made to the April 2008 Agreement and the April 2013 First Amendment between the County of Isabella (referred to as "County") and the City of Mt. Pleasant (referred to as "City") hereby agrees to the following:

- 1. In 2013 representatives of the City and County determined that a larger discussion about recycling was likely warranted and the City/County Liaison Committee agreed to create a separate committee to explore the issues.
- 2. Due to staffing changes, the separate committee has not yet met and plans to hold its first meeting in the next 60 days.
- 3. It is best to extend the existing contract for one year while the committee explores the recycling issues.

Therefore, the City and County mutually agree that the original April 2008 Agreement will be extended to March 31, 2015 or to a date of adoption of a new agreement, whichever is earlier.

Isabella County

Its: Prosecuting Attorney

City of Mt. Pleasant

Its: Mayor

# Third Amendment to the Agreement for Joint Operating of the Material Recovery Facility

This third amendment made to the April 2008 Agreement, the April 2013 First Amendment and the March 2014 Second Amendment between the County of Isabella (referred to as "County") and the City of Mt. Pleasant (referred to as "City") hereby agrees to the following:

- 1. The County and the City remain committed to recycling activities and the joint ownership of the Material Recovery Facility (MRF) has been beneficial to all county residents.
- 2. Although a new contract was not recommended as a result of the 2015 discussions, both the County and the City have been following the provisions of the 2008 contract, as amended.
- 3. The County and the City desire to confirm the existing contract retroactively to 2015.
- 4. The County and the City desire to reinstate Section 15 of the original 2008 contract to allow for automatic annual renewals unless written notice of termination is provided as outlined in Section 15.

	isabella County	
 Date	By: Its: Commission Chair	
	City of Mt. Pleasant	
	Ву:	
Date	Its: Mayor By:	
	Its: Clerk	

# COMMISSION LETTER #115-21 MEETING DATE: JUNE 28, 2021

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: CONSIDER BUDGET AMENDMENT FOR MATERIAL RECOVERY FACILITY

(MRF)

Attached is a request from Isabella County Administrator/Controller Margaret McAvoy regarding the needed replacement of two pieces of equipment at the Material Recovery Facility (MRF). As mentioned in Ms. McAvoy's memo, the timing does not coincide with either of our budget preparation cycles but this replacement is necessary for the efficient operation of the facility. Both the City and the County have an equipment replacement reserve for such things.

We therefore recommend the City Commission authorize a budget amendment within the Solid Waste Fund to allocate \$31,000 from the equipment replacement reserve into the operational line item. This will allow the City to provide appropriate payment to the County when the purchase is completed. The replenishment of the replacement reserve will be factored into the 2022 Operating Budget.

#### Recommended Motion:

Move to approve a budget amendment of \$31,000 from the Solid Waste Equipment Replacement Fund to the MRF activity line item for the City's portion of the equipment replacement costs.

NJR/ap



May 19, 2021

Ms. Nancy Ridley, City Manager City of Mount Pleasant 320 W. Broadway Mt. Pleasant, MI 48858

Dear Nancy:

As you are aware, recycling is highly regarded by our community as one of the most important services we provide. We are grateful to partner with the City of Mount Pleasant in providing recycling services. We value the agreement in place between us for the joint operation of the Material Recovery Facility (MRF) and recognize that our partnership leads to better service delivery to all of our residents.

While we work to focus on the positive aspects of recycling, we are ever aware of the costs involved. For the MRF, periodically substantial costs come in the form of major equipment repair and replacement. These costs were foreseen when the City and County entered the MRF joint operations agreement, as evidenced by the establishment of Replacement Reserves at each entity, and the agreement to share in such costs.

The MRF is currently in need of performing two capital projects. The first project involves significant replacement of key parts on the facility's baler. The baler is critical to the end of the material recovery process, as recovered product must be baled to be marketable. Repairs to the baler include removal and replacement of the main incline feed belt, oil cooler, and both the ram and ejection cylinders. At this time, the anticipated cost of the baler improvements total \$114,248.62.

The second capital project at the MRF involves replacement of the facility's weigh scale system. The weigh scale system is critical to many aspects of the material recovery process and ensures accurate volumes are used in data collection and invoicing. The project includes removal and disposal of the existing scale, repairs to the scale approach, and installation of a new weigh scale system. The weigh scale system replacement is estimated to cost \$84,849.00. In anticipation of this project, the County submitted a request for Saginaw Chippewa Indian Tribe two-percent funds. Partial funds were received from the Tribe in the amount of \$67,755.00 for use specifically on the weigh scale system replacement project.

I am writing to request the City of Mount Pleasant consider cost-sharing with the County on the MRF baler and weigh scale system capital projects. Per the agreement in place between us for the joint operation of the MRF, the cost of these improvements is based on the percentage of tons delivered to the MRF facility during the last full County budget year (October 1, 2019 – September 30, 2020). The percentage split for costs in Fiscal Year 2021 is 23.56% for the City portion and 76.44% for the County portion. Given the estimated total cost of the two projects at \$199,097.62, and the \$67,755.00 of two-percent funding already secured, the total amount requested to be cost-shared between the City and County is \$131,342.62.

Although this request does not fall handily within either of our budget preparation cycles, I hope that our respective Replacement Reserves can easily absorb these costs at the current time. A factor that may be less controlled is the impact that the COVID-19 pandemic has had, and continues to have, on capital project costs. While quoted prices were used to generate the project cost estimates, they are subject to change.

I recognize that a request of this magnitude may require more discussion. Please contact me at (989) 621-7352 so that we may further discuss the details of this matter.

Sincerely,

Margaret A. McAvoy

Isabella County Administrator/Controller

COMMISSION LETTER #116-21 MEETING DATE: JUNE 28, 2021

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: CONSIDER MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

RESOLUTION AUTHORIZING APPROVAL OF A CONTRACT FOR REIMBURSEMENT OF FUNDS FOR APPROACH SLOPE CLEARING

PROJECT FOR THE MT. PLEASANT AIRPORT

Mead & Hunt recently completed the required avigation easement purchases for certain parcels of land near the airport. The next step in the process is to approve a grant agreement with the Michigan Department of Transportation (MDOT) to fund 95% of costs associated with professional engineering work for the removal of the tree protrusions.

The attached memo from DPW Director Jason Moore details the participation costs for the grant agreement estimated at \$28,643. The City's participation amount is estimated at \$1,433. We are recommending the City Commission approve the resolution and authorize the City Manager to digitally sign the contract.

#### Recommended Motion:

Move to approve the resolution authorizing the City Manager to digitally sign the MDOT contract for the airport approach slope clearing project as presented.



TO: Nancy Ridley, City Manager

FROM: Jason Moore, DPW Director

DATE: June 7, 2021

SUBJECT: Approve Resolution and Authorize Execution of MDOT Contract

2021-0733

#### Request

The City Commission is requested to approve a resolution and authorize the city manager to digitally sign MDOT contract 2021-0733.

#### Reason

As part of phase II of the approach slope clearing project for the Mt. Pleasant Municipal Airport, MDOT has prepared contract 2021-0733 to release Block Grant funds of \$28,643 for the professional engineering design work and bid letting by Mead and Hunt, the City's consultant, for tree clearing in the approach of Runway 9 to the airport. 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......\$25,778.00 Maximum MDOT Share.....\$1,432.00 Sponsor (City) Share......\$1,433.00 Estimated Project Cost..\$28,643.00

#### Recommendation:

I recommend the City Commission approve a resolution and authorize the city manager to digitally sign MDOT contract 2021-0733.

## **RESOLUTION**

At a regular meeting of the City Building at 320 W. Broadway Street:	of Mt. Pleasant, Michigan, held at the City Hall
The following resolution was offere supported by member	ed by member, and,
Contract No. 2021-0733) has been Transportation, which requires the City of approval of the contract to receive funds	Federal Project Number B-26-0069-2518, MDOT submitted by the Michigan Department of Mt. Pleasant to adopt a resolution authorizing the for the professional engineering design and bid nway 9 Approach Slope Clearing Project at the
WHEREAS, this project will impro-	ve the safety for airport traffic; and
<b>WHEREAS</b> , the Agreement has substance.	s been approved by the City Manager as to
	<b>SOLVED,</b> that the city manager is authorized to rtifications on behalf of the City of Mt. Pleasant.
Resolution duly adopted.	
	William Joseph, Mayor
Certified to be a true copy,(Date)	<del></del>
	Heather Bouck, City Clerk

## COMMISSION LETTER #117-21 MEETING DATE: JUNE 28, 2021

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT

FOR AIRPORT TREE ABATEMENT

The Federal Aviation Administration (FAA) requires that certain airspace in proximity to runways be clear of protrusions. In 2016, the City was put on notice by the (FAA) that several parcels surrounding the airport's runway had trees protruding into the airspace and abatement of the trees should occur. The avigation easements as part of the abatement project for the parcels have all been obtained.

Now that the easements have been obtained, DPW Director Jason Moore recommends the City Commission approve a professional services agreement with Mead & Hunt for the design and bid letting services for the Airport Tree Abatement Project and authorize the Mayor and Clerk to sign the agreement. Although the contract is for \$28,642, based on the prior action for the MDOT grant, the City net cost is estimated at \$1,433.

#### Recommended Motion:

Move to authorize the Mayor and Clerk to sign the Professional Services Agreement with Mead & Hunt for the Airport Tree Abatement Project at a cost of \$28,642.



TO: Nancy Ridley, City Manager

FROM: Jason Moore, DPW Director

DATE: June 7, 2021

SUBJECT: Approve Agreement with Mead and Hunt

#### Request:

The City Commission is requested to approve an agreement with Mead and Hunt, of Lansing, for \$28,642, for professional engineering design and bid letting services, and authorize the mayor and city clerk to sign the agreement.

#### Reason:

In January 2020, the City contracted with Mead and Hunt to secure easements for parcels 19-21 for Phase II of the Runway 9/27 Approach Slope Clearing Project. This work has been completed.

The new agreement provides for professional engineering design and bid letting services for the tree clearing on parcels 19-21 and several areas of the US-127 right-of-way. Mead and Hunt will perform all necessary work related to the bid letting and evaluation.

We are seeking approval for \$28,642. However, the City's net cost will be 5% of this amount, or approximately \$1,433. The remaining 95% will be reimbursed by the FAA upon completion of the work.

#### Recommendation:

I recommend the City Commission approve a professional services agreement with Mead and Hunt for \$28,642, and authorize the mayor and city clerk to sign the agreement. Funds are available in the Airport Capital Improvement Plan.

COMMISSION LETTER #118-21 MEETING DATE: JUNE 28, 2021

TO: MAYOR AND CITY COMMISSION JUNE 23, 2021

FROM: NANCY RIDLEY, CITY MANAGER

SUBJECT: CONSIDER CHANGE IN USE OF FUNDS FOR BROADWAY CENTRAL

Attached are the materials for the budget amendment that was approved by the City Commission in April to allocate funds for the Broadway Central closure of Broadway Street for this summer.

As the staff has evaluated the use of the blocked off area, the attached recommendation from Downtown Development Director Michelle Sponseller recommends a change in allocation of the current funds. The recommendation is to use \$6,300 to sponsor a weekly trivia series instead of purchasing the checker/chess tables as it is believed that this may attract more visitors to the area.

Since this reallocation results in the use of the funds as a one-time expenditure versus an expenditure that would last multiple years, we felt it important for the City Commission to consider the request.

#### Recommended Motion:

Move to approve the reallocation of Broadway Central Funds of \$6,300 to sponsor weekly trivia games instead of the purchase of checker/chess tables.

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.



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

o 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



- 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.
- o Tables will be numbered, making deliveries for those eateries that do so, easy to locate.
- o All retailers offered the space to display merchandise.

#### Appearance

- o 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	\$1,500
<ul> <li>Creating signage for the space and directions around the closure.</li> </ul>	
Trash Can Liners (20)	\$1,000
• For removal trash on a daily basis. Full trash can liners replaced by empty ones.	
Concrete Barricades (4)	\$3,600
Paint with a lively design	
Additional Picnic Tables (10)	\$9,000
Market Umbrellas and Bases (30)	\$6,750
Paint the Street	\$2,500
<ul> <li>Paint between the parking spaces and center line</li> </ul>	
Petunia Tree	\$750
<ul> <li>Use existing petunia tree, not currently not in use, secure with sand bags and</li> </ul>	
build a planter box to hide them	
Edison Lights	\$15,000 +
<ul> <li>String lights across street from building to building and would require approval from property owners</li> </ul>	installation



POTENTIAL ACTIVITIES (DEPENDENT ON GATHERING RESTRICTIONS AND FUNDING)		
Max and Emily's Concerts	Already	
First three Thursday and last Saturday in August	Funded	
Thrilling Thursdays	Already	
June thru August	Funded	
Games (concrete)		
Corn Hole Tables (3)	\$5,400	
Chess/Checkers Tables (3)	\$6,300	
Stage for Music		
Set-up small section of the stage and leave up continuously, cover up with tarp	\$350	
when not in use		
Live Music/DJ		
<ul> <li>Call for local musicians to perform at lunchtime or evenings (acoustic music or</li> </ul>	No Cost	
musicians can bring their own amplifier)		
Art Reach		
Paint the Intersections	No Cost	
Art Walk Central – Art Battle		
Broadway Beach		
Hope to secure a donation of sand to set-up a beach-like area	No Cost	
Other Partnerships		
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)



#### **EXAMPLES**

**Concrete Barricades** 







Picnic Tables / Umbrellas and Bases



Painting the Street







#### Petunia Tree



**Edison Lights** 





Chess/Checkers and Corn Hole







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	\$1,500
<ul> <li>Creating signage for the space and directions around the closure.</li> </ul>	
Trash Can Liners (20)	\$1,000
<ul> <li>For removal trash on a daily basis. Full trash can liners replaced by empty ones.</li> </ul>	
Concrete Barricades (6)	\$600
Paint with a lively design	
Additional Picnic Tables (10)	\$9,000
Market Umbrellas and Bases (30)	\$6,750
Paint the Street	\$2,500
Paint between the parking spaces and center line	
Petunia Tree	\$750
<ul> <li>Use existing petunia tree, not currently not in use, secure with sand bags and</li> </ul>	
build a planter box to hide them	
Edison Lights	\$15,000 +
<ul> <li>String lights across street from building to building and would require approval</li> </ul>	installation
from property owners	(est. \$2,750)

POTENTIAL ACTIVITIES (DEPENDENT ON GATHERING RESTRICTIONS AND PUBLIC INTEREST)		
Games (concrete)—To be phased in		
Corn Hole Tables (3)	\$5,400	
Chess/Checkers Tables (3)	\$6,300	
Stage for Music		
<ul> <li>Set-up small section of the stage and leave up continuously, cover up with tarp</li> </ul>	\$350	
when not in use.		

#### **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.



TO: Nancy Ridley, City Manager

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

FROM: Michelle Sponseller, Downtown Development Director

DATE: June 17, 2021

SUBJECT: Broadway Central – Budget Reallocation

The Commission is requested to consider a change in the activities portion of the Broadway Central budget, specifically to reprogramming the purchase of the checker/chess tables (\$6,300) to a weekly series encompassing trivia games on Thursday evenings from 6:00pm – 8:00pm. This series would start July 8<sup>th</sup> and end on October 14<sup>th</sup>. Staff believes this weekly event would be a larger draw in attendees than the game tables. As this budget allocation was discussed as part of the larger Broadway Central activities, there would be no additional costs to the approved budget for this proposed change in programming.

Funds would be used to hire a host(s) for each week, including the development of weekly themes and questions and would also include the use of a sound system. Staff examined the possibility of a weekly evening music series but, many local musicians are already booked for evenings in 2021. Setting up the stage without programming connected to it would have the potential of becoming an attractive nuisance.

#### **Requested Action:**

Consider reallocation of funds for chess/checker tables to weekly trivia games.

Check Date	Vendor Name	Description	Amount
	COMMON CASH		40.57.000.05
06/08/2021	CITY TREASURER-PAYROLL FUND	REG PAY #515, 6/11/21 KENCH C	\$267,809.36
06/14/2021	CITY TREASURER - UTILITIES	UTILITIES-CEMETERY WATER/SEV	3,595.59
06/16/2021	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	2,555.00
06/16/2021	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	176.85
06/16/2021	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	1,528.03
06/16/2021	ACES WILD ENTERTAINMENT, LLC	CONTRACT SVCS	1,200.00
06/16/2021	AIRGAS USA, LLC	CONTRACT SVCS	47.07
06/16/2021	AL FOOR, JR STATEWIDE DISTRIBUTOR	SUPPLIES	135.00
06/16/2021	APWA MEMBERSHIP	DUES	820.00
06/16/2021	ATI GROUP	CONTRACT SVCS	4,523.41
06/16/2021	AXIOM WIRING SERVICE, LLC	CONTRACT SVCS	180.00
06/16/2021	BENTLEY SYSTEMS, INC	CONTRACT SVCS	285.00
06/16/2021	BILL'S CUSTOM FAB, INC	SUPPLIES	434.57
06/16/2021	BRANDON BLISS	REIMBURSEMENT	127.00
06/16/2021	BLOCK ELECTRIC COMPANY	CONTRACT SVCS	8,231.61
06/16/2021	BOUND TREE MEDICAL, LLC	SUPPLIES	13.80
06/16/2021	KIMBERLY BROWN	FARMERS MKT	20.90
06/16/2021	BS&A SOFTWARE	CONTRACT SVCS	1,000.00
06/16/2021	C & O SPORTSWEAR	UNIFORMS	1,477.75
06/16/2021	C2AE	CONTRACT SVCS	13,849.40
06/16/2021	ROSEMARY CARSON	FARMERS MKT	4.75
06/16/2021	CAR WASH PARTNERS, INC.	SUPPLIES/VEHICLE MAINT	285.00
06/16/2021	CDW GOVERNMENT, INC	SUPPLIES	1,117.75
06/16/2021	CENTRAL ASPHALT, INC	SUPPLIES	2,431.66
06/16/2021	CENTRAL CONCRETE INC	SUPPLIES	552.00
06/16/2021	CENTURYLINK	COMMUNICATIONS	13.62
06/16/2021	CENTRAL PLUMBING, INC.	CONTRACT SVCS	428.32
06/16/2021	CITY OF WYOMING	METER REPLACEMENT	500.00
06/16/2021	CMP DISTRIBUTORS, INC.	SUPPLIES	214.50
06/16/2021	CENTRAL MICH UNIV - MAILROOM	POSTAGE/HANDLING	3,374.22
06/16/2021	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
06/16/2021	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
06/16/2021	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	735.00
06/16/2021	CONSUMERS ENERGY	UTILITIES	41,740.56
06/16/2021	COYNE OIL CORPORATION	FUEL	5,390.61
06/16/2021	DINGES FIRE COMPANY	UNIFORMS/SUPPLIES	328.50
06/16/2021	BRAD DOEPKER	REIMBURSEMENT	127.00
06/16/2021	RENEE EARLE	FARMERS MKT	203.40
06/16/2021	ESO SOLUTIONS, INC.	CONTRACT SVCS	2,679.04
06/16/2021	ETNA SUPPLY	SUPPLIES	3,257.06
06/16/2021	FERGUSON WATERWORKS #3386	METER REPLACEMENT	3,181.74

Check Date	Vendor Name	Description	Amount
	COMMON CASH	ODTICAL INCLIDANCE	2.464.00
06/16/2021	FIDELITY SECURITY LIFE INSURANCE CO	OPTICAL INSURANCE	2,164.80
06/16/2021	FISHER TRANSPORTATION CO, INC	SUPPLIES	3,684.22
06/16/2021	FLEX ADMINISTRATORS	FSA ADMINISTRATIVE FEE	235.20
06/16/2021	ERIN FRANCISCO	REIMBURSEMENT	2,752.00
06/16/2021	ROGER FUSSMAN CONC & MASONRY LLC	CONTRACT SVCS	2,680.00
06/16/2021	GALLS, LLC	UNIFORMS	117.21
06/16/2021	GRAINGER	SUPPLIES	142.45
06/16/2021	GRANGER	CONTRACT SVCS	68.96
06/16/2021	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	369.92
06/16/2021	DAVID GROTHAUSE	FARMERS MKT	145.25
06/16/2021	HACH COMPANY	SUPPLIES	1,009.88
06/16/2021	JASON HAINES	REIMBURSEMENT	127.00
06/16/2021	HCC LIFE INS. CO	ADMIN - STOP LOSS INS	18,936.94
06/16/2021	HIRERIGHT	CONTRACT SVCS	55.47
06/16/2021	HYDROCORP, INC.	INSPECTION/REPORTING SVCS	4,829.50
06/16/2021	INTEGRITY BUILDERS AND LANDSCAPING,	CONTRACT SVCS	6,950.00
06/16/2021	THE ISABELLA CORPORATION	CONTRACT SVCS	7,965.00
06/16/2021	JOHNSON CONTROLS	SUPPLIES	240.50
06/16/2021	BRIAN KENCH	REIMBURSEMENT	162.40
06/16/2021	WILLIAM KEHOE	FARMERS MKT	229.50
06/16/2021	KOPY KORNER	CONTRACT SVCS	321.90
06/16/2021	MARY ANN KORNEXL	REIMBURSEMENT	200.00
06/16/2021	KRAPOHL FORD LINCOLN MERC	SUPPLIES/VEHICLE MAINT	61.20
06/16/2021	JOSH LOUDENSLAGER	REIMBURSEMENT	454.00
06/16/2021	LYDEN OIL COMPANY	SUPPLIES	3,645.21
06/16/2021	MHOK, PLLC	PROSECUTORIAL SVCS RETAINER	7,483.64
06/16/2021	TYLER BROWN	REIMBURSEMENT	25.76
06/16/2021	STATE OF MICHIGAN	CONTRACT SVCS	198.00
06/16/2021	STATE OF MICHIGAN	CONTRACT SVCS	14,114.88
06/16/2021	MICHIGAN MUNICIPAL LEAGUE	CONTRACT SVCS	99.84
06/16/2021	MICPA	DUES	320.00
06/16/2021	MIDLAND CHEMICAL CO, INC	SUPPLIES	137.88
06/16/2021	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	7,748.00
06/16/2021	MICHIGAN PIPE & VALVE	SUPPLIES	11,006.00
06/16/2021	JOHN MONAHAN	FARMERS MKT	25.65
06/16/2021	MOTOROLA SOLUTIONS, INC.	COMMUNICATIONS	53.62
06/16/2021	ALMA TIRE SERVICE INC	SUPPLIES/VEHICLE MAINT	540.95
06/16/2021	JUSTIN NAU	REIMBURSEMENT	127.00
06/16/2021	JUSTIN NAU	SUPPLIES	1,200.00
06/16/2021	NAVSURFWARCENDIV CRANE	SUPPLIES	2,100.00
06/16/2021	NETSOURCE ONE INC	CONTRACT SVCS	860.28

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
06/16/2021	NCL OF WISCONSIN	SUPPLIES	418.96
06/16/2021	NYE UNIFORM COMPANY	UNIFORMS	464.00
06/16/2021	COREY WALTHER	FARMERS MKT	45.80
06/16/2021	OFFICE DEPOT	SUPPLIES	990.61
06/16/2021	DARCY ORLIK	REIMBURSEMENT	245.00
06/16/2021	PETTY CASH - COMMUNITY SERV	REIMBURSEMENT	101.00
06/16/2021	PERCEPTIVE CONTROLS, INC.	CONTRACT SVCS	1,628.20
06/16/2021	PLEASANT GRAPHICS, INC	SUPPLIES	178.00
06/16/2021	PLEASANT THYME HERB FARM	CONTRACT SVCS	9,832.00
06/16/2021	JASON POWELL	REIMBURSEMENT	127.00
06/16/2021	PREIN & NEWHOF	CONTRACT SVCS	245.00
06/16/2021	PRO COMM, INC	SUPPLIES/CONTRACT SVCS/VEHIC	151.00
06/16/2021	PVS TECHNOLOGIES, INC	CHEMICALS	5,164.65
06/16/2021	TAYLOR DAVIS	REFUND	460.00
06/16/2021	NANCY RIDLEY	REFUND	75.78
06/16/2021	ROMANOW BUILDING SERVICES	SUPPLIES/CONTRACT SVCS	6,407.02
06/16/2021	SARAH OWENS CONSULTING, LLC	TRAINING	500.00
06/16/2021	BERNARD SCHAFER	REIMBURSEMENT	127.00
06/16/2021	SHARE CORPORATION	SUPPLIES	111.44
06/16/2021	SHRED-IT USA LLC	CONTRACT SVCS	509.74
06/16/2021	TIMOTHY STANDEN	REIMBURSEMENT	217.60
06/16/2021	SUPERIOR GROUND COVER INC.	SUPPLIES	1,995.00
06/16/2021	STEVIE SWAREY	FARMERS MKT	49.45
06/16/2021	JOSHUA THEISEN	REIMBURSEMENT	127.00
06/16/2021	THIELEN TURF IRRIGATION, INC	CONTRACT SVCS	356.10
06/16/2021	JEFFREY A THOMPSON	REIMBURSEMENT	127.00
06/16/2021	TRACE ANALYTICAL LABORATORIES, INC.	CONTRACT SVCS	957.00
06/16/2021	TRUGREEN	CONTRACT SVCS	42.77
06/16/2021	SAYLOR, MAXWELL	UB REFUND	236.97
06/16/2021	SHARRAR, DENNIS	UB REFUND	55.72
06/16/2021	SHARRAR, DOUGLAS	UB REFUND	55.72
06/16/2021	BIRD, DARIAN	UB REFUND	33.48
06/16/2021	LONGUSKI, LINDA	UB REFUND	67.23
06/16/2021	RBW, LLC	UB REFUND	43.53
06/16/2021	RUSK, RODNEY	UB REFUND	36.58
06/16/2021	WILLIAMS, JAMES	UB REFUND	23.59
06/16/2021	RENTWOOD	UB REFUND	8.80
06/16/2021	STAR TITLE AGENCY, LLC	UB REFUND	23.59
06/16/2021	DAFOE, TODD	UB REFUND	24.77
06/16/2021	TUCKER, ANTOINETTE	UB REFUND	38.48
06/16/2021	LONGANBACH, THOMAS	UB REFUND	37.54

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
06/16/2021	KAYLYN KING	UMPIRE	13.00
06/16/2021	KURT FRELING	UMPIRE	109.00
06/16/2021	JACKSON PELESS	UMPIRE	109.00
06/16/2021	CAIDEN ROBINSON	UMPIRE	26.00
06/16/2021	COLLIN ROBINSON	UMPIRE	26.00
06/16/2021	JOSH WILSON	UMPIRE	122.00
06/16/2021	KALE REID	UMPIRE	83.00
06/16/2021	THOMAS PACKARD	UMPIRE	104.00
06/16/2021	ELI SCHLICHT	UMPIRE	78.00
06/16/2021	LIAM STUDEBAKER	UMPIRE	88.00
06/16/2021	BURKE WEAVER	UMPIRE	26.00
06/16/2021	KEAGEN PAISLEY	UMPIRE	26.00
06/16/2021	UNIFIRST CORPORATION	CONTRACT SVCS/SUPPLIES	547.64
06/16/2021	CHARTER TOWNSHIP OF UNION	CONTRACT SVCS	2,257.43
06/16/2021	DAVID VANDYKE	REIMBURSEMENT	127.00
06/16/2021	VERIZON CONNECT NWF, INC.	CONTRACT SVCS	210.47
06/16/2021	WM CORPORATE SERVICES, INC.	CONTRACT SVCS	910.57
06/16/2021	WCFX-FM	CONTRACT SVCS	1,100.00
06/16/2021	WCMU PUBLIC MEDIA	CONTRACT SVCS	3,000.00
06/16/2021	LATITUDE MEDIA LLC WCZY/WMMI	CONTRACT SVCS	692.00
06/16/2021	WINN TELECOM	COMMUNICATIONS	19.95
06/16/2021	ERNEST WOLF	FARMERS MKT	11.40
06/16/2021	ZINSER PLUMBING & HEATING, INC.	CONTRACT SVCS	200.00
СОММ ТОТА	LS:		
Total of 146 Checks:			\$520,757.66
Less 0 Void Checks:			0.00
Total of 146 Disbursements:			\$520,757.66