

Regular Meeting of the Mt. Pleasant City Commission
Monday, December 12, 2022
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Introduce Recreation Coordinator Tyler Moss.

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

2. Monthly report on police related citizen complaints received.
3. Report on review of medical and adult-use marihuana ordinances.
4. Minutes of the Parks and Recreation Commission (September).
5. Minutes of the Traffic Control Committee (September).
6. Notice of Temporary Traffic Control Order #3-2023.

CONSENT ITEMS:

7. Approval of the minutes from the regular meeting held November 28, 2022.
8. Consider award of contracts for the 2023 water treatment chemicals.
9. Consider resolution approving the final amended 2022 Operating Budget.
10. Consider authorization of an agreement with Core Technology for new Records Management System (RMS).
11. Consider resolution authorizing the submittal of a Michigan Department of Natural Resources (MDNR) Spark Grant application for the 2023 Mid-Michigan/GKB Pathway South Connection Project.
12. Consider motion to cancel the City Commission meeting scheduled for December 19, 2022.

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

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13. Consider resolution to authorize Finance Director Mary Ann Kornexl to approve the issuances of payrolls and warrants from December 13, 2022 through January 8, 2023.
14. Consider setting the first meeting of 2023 for Monday, January 9, 2023.
15. Consider approval of Payrolls and Warrants.

PUBLIC HEARINGS:

NEW BUSINESS:

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

CLOSED SESSION:

RECESS:

WORK SESSION:

ADJOURNMENT:

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.

TO: MAYOR AND CITY COMMISSION

DECEMBER 12, 2022

FROM: AARON DESENTZ, CITY MANAGER

SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

Consent Items:

8. Consider award of contracts for the 2023 water treatment chemicals.
 - a. Staff is recommending the City Commission approve several different contracts with different vendors to supply chemicals for the water treatment process. The increase from year to year varies depending on the provider and the chemical and reflects increases varying from 8% to 51%.
9. Consider resolution approving the final amended 2022 Operating Budget.
 - a. Staff has provided a detailed memo regarding the adjustments needed for the final 2022 operating budget. Overall, the General Fund has done better than expected with the year-end unassigned fund balance increasing over \$200,000 above initial predictions. Other funds finished close to anticipated performance. Approval of the attached Resolution is needed to make the final budget amendments.
10. Consider authorization of an agreement with Core Technology for new Records Management System (RMS).
 - a. Staff is requesting the authorization to purchase a new RMS at Public Safety. The new RMS would replace our 12-year-old system. This would be the same RMS as the County and as Central Michigan University (CMU). The cost of the system would be \$65,673 with annual maintenance costs being \$29,000 per year.
11. Consider resolution authorizing the submittal of a Michigan Department of Natural Resources (MDNR) Spark Grant Application for the 2023 Mid-Michigan/GKB Pathway South Connection Project.
 - a. Staff is applying for a \$1 million grant through the Spark program for the development of a non-motorized trail system on the south side of the city. A map of the planned trail is included in your packet. The City Commission will need to approve the attached Resolution authorizing the grant application.
13. Consider resolution to authorize Finance Director Mary Ann Kornexl to approve the issuances of payrolls and warrants from December 13, 2022, through January 8, 2023.
 - a. With the last meeting in December being cancelled, the City Commission will need to authorize Finance Director Mary Ann Kornexl to approve the issuance of payrolls and warrants until our next meeting.

Public Hearings:

New Business:

Work Session:

[illegible]

Memorandum



TO: Aaron Desentz
City Manager

FROM: Heather Bouck
City Clerk/Deputy Assessor

DATE: December 2, 2022

SUBJECT: Report on Medical and Adult-Use Marihuana Ordinances

In accordance with Sections 112.07 and 115.08 of the Code of Ordinances, staff submitted reports to the City Commission regarding marihuana ordinance implementation in December of each year. In accordance with the current Ordinances, please see the Marihuana Report for the calendar year 2022.

MEDICAL MARIHUANA FACILITIES

The City Commission adopted medical marihuana ordinances on June 11, 2018. The City began accepting applications for medical marihuana facilities on October 1, 2018. The ordinances allow the following facility types and quantities:

Facility type	Maximum number permitted	Conditional authorizations	Final authorizations	Available licenses
Provisioning Center	Unlimited	0	2	Unlimited
Grower – Class A	Unlimited	0	0	Unlimited
Grower – Class B or C	Unlimited		3	Unlimited
Processor	Unlimited	0	1	Unlimited
Secure Transporter	Unlimited	0	0	Unlimited
Safety Compliance	Unlimited	0	0	Unlimited

ADULT-USE MARIHUANA ESTABLISHMENTS

The City Commission adopted adult-use marihuana ordinances on September 9, 2019. The City began accepting applications for adult-use marihuana establishments on January 6, 2020.

Memorandum



Establishment type	Maximum number permitted	Conditional authorizations	Final authorizations	Available licenses
Retailer	Unlimited	5	4	Unlimited
Grower – Class A	Unlimited	0	0	Unlimited
Grower – Class B or C	Unlimited	2	4	Unlimited
Microbusiness	Unlimited	2	0	Unlimited
Processor	Unlimited	0	1	Unlimited
Secure Transporter	Unlimited	0	0	Unlimited
Safety Compliance	Unlimited	0	0	Unlimited

The ordinance also provides for Temporary Marihuana Events. To date, no applications for events have been received by the City.

There have been no criminal or code compliance issues with any of the licenses and/or establishments in 2022.

APPROVED Minutes

Mt. Pleasant Parks and Recreation Commission

Tuesday, September 27, 2022

City Hall Chambers

6:00 p.m.

CALL TO ORDER – 6:00 p.m.

PLEDGE OF ALLEGIANCE

ATTENDANCE/DECLARATION OF QUORUM

- A. Commission Members Present: Batcheller, Hamel, Little, Mitchell,
- B. Commission Members Absent: Sponseller, Woodworth
- C. Parks and Recreation Staff: Biscorner, Longoria, Way

APPROVAL OF AGENDA/MINUTES & COMMISSION BUSINESS

- A. Changes/Approval of Agenda – motion by Mitchell, second by Batcheller to approve the agenda as presented. All Ayes.
- B. Approval of Minutes – motion by Batcheller, second by Hamel to approve the minutes from the meeting Tuesday, July 26, 2022. All Ayes.

PUBLIC COMMENTS - none

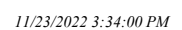
DEPARTMENT REPORTS

- A. Parks – Director Biscorner reported on the following:
 - Nelson Park Shop Renovation & Island Park Restroom project are moving forward. HVAC & Plumbing installed in park shop; rain is hindering concrete work at Island Park.
 - Adopt-a-Bench discussion from July is tabled until we hear from legal; staff is looking to make some changes to the policy.
 - Dog Park Hours will be extended until 11pm.
 - Master plan includes future pickle ball courts at Horizon Park. Staff is considering taking the money from this project and putting it towards converting remaining tennis courts at Island Park to pickle ball courts. Currently, tennis courts are available for use at the high school and CMU.
- B. Recreation – Director Longoria reported on the following:
 - Fall soccer & flag football are coming to a close with 600+ participants.
 - Farmer's Market – Saturday market last day is Oct. 8, and Thursday will be Oct. 27.
 - Glow in the Park 5K scheduled for Oct. 14 starting at Island Park.
 - Pumpkin Promenade scheduled for Oct. 31 downtown Mt. Pleasant. (Parks staff to remove seating areas starting Nov. 1).
 - Christmas planning meetings ongoing; activities planned for Dec. 2 & 3.
 - PEAK sites are all running with consistent numbers. Met with representatives from MPPS to debrief summer school and to discuss how 2023 will look.

OLD/NEW BUSINESS

- A. Gratiot-Isabella Great Start Collaborative Literary Panels – with grant dollars received, GIGSC is looking to place three literary panels in our parks (sample pic). All agreed this would be a great addition; discussed end of life for the panels and replacement.
- B. Canal Street Park Update – bids received for the project were well over budget. Staff looking at other grant opportunities with plans to piecemeal project.

ADJOURNMENT – 6:32 p.m.



Traffic Control Committee (TCC) Minutes

Thursday, September 22, 2022 at 8:30 a.m. – on ZOOM

Present: Stacie Tewari, Jason Moore, Andy Latham, Matt Weaver

Guest: Bill Mrdeza, City Community Services Director

Agenda Items

- Approve minutes of May 26, 2022 meeting
 - Approved no comments
- Add “Enter” and “Exit” signs at City Hall entrance
 - Streets department will order and add signs. There is a 6-8 week order time right now on signs due to supply issues. Streets to check if they have anything in stock that may work, otherwise will order new.
- Add small, portable “Yield to Pedestrian” sign in center of Broadway Street on west side of crosswalk from city parking Lot 12 to City Hall/GreenTree Grocery (same type as at Broadway/University and Broadway/Franklin currently)
 - Streets department will move the current portable, pedestrian sign at Broadway/University down to this location rather than adding a third. This will slow traffic down coming into central downtown from both directions with the other to remain at Franklin/Broadway.
 - TCC to evaluate how the new location functions and any feedback received to determine if this change will be permanent. Sign at Broadway/Franklin to remain.
- Discuss removing “No Skateboarding” signs from the downtown if the electric scooter ordinance is passed by the City Commission
 - TCC approved removing the “no skateboarding” signs from downtown if the electric scooter ordinance passes. TCC will revisit status of ordinance at next meeting.
- New TCC Members
 - The new City Planner will be added to the TCC. Her start date is October 5, 2022.
 - DPS to choose a member of code enforcement to replace Paul Rochelau on the TCC (retirement).

Next meeting scheduled for Thursday, November 24, 2022 (Thanksgiving) and will be rescheduled or canceled



City of Mt. Pleasant, Michigan Traffic Control Order

TRAFFIC CONTROL ORDER NO.

TCO 3-2023

Issued By: Stacie Tewari
Traffic Engineer

Date: 11-21-22

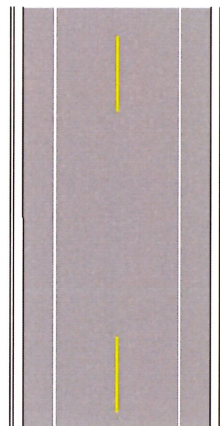
Signs/work by: Stacie Tewari
(signs installed by construction contractor) Date: 11-21-22
Street Department

Filed/ Attested: _____
City Clerk

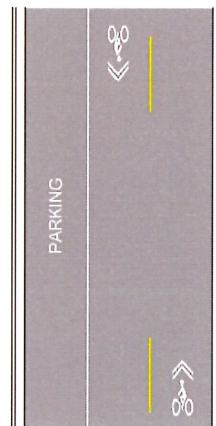
Date: _____

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 no parking signs on the east side of Crapo Street between High Street and Broadway Street. The road was restriped as part of the 2022 reconstruction project to shift parking to allow cars to park without extending over the white lane line.



EXISTING



PROPOSED

Minutes of the regular meeting of the City Commission held Monday, November 28, 2022, at 7:00 p.m., in the City Commission Room, 320 W. Broadway St., Mt. Pleasant, Michigan with virtual options.

Mayor Perschbacher called the meeting to order.

The Pledge of Allegiance was recited.

Land Acknowledgement statement was recited.

Commissioners Present: Mayor Amy Perschbacher and Vice Mayor Mary Alsager; Commissioners Brian Assmann, Liz Busch & Bryan Chapman

Commissioners Absent: Maureen Eke and George Ronan

Others Present: City Manager Aaron Desentz and City Clerk Heather Bouck

Proclamations and Presentations

Public Safety Director Paul Lauria introduced and swore in Police Officer Austin Pahl.

Public Safety Director Paul Lauria introduced Public Safety Records Supervisor Aimee Murphy.

Moved by Commissioner Busch and seconded by Vice Mayor Alsager to approve the Agenda as presented. Motion unanimously adopted.

Receipt of Petitions and Communications

Received the following petitions and communications:

3. Economic Development Corporation/Brownfield Redevelopment Authority June Meeting Minutes.
4. Airport Joint Operations and Management Board October Meeting Minutes.
5. Zoning Board of Appeals October Meeting Minutes.
6. Notice of Temporary Traffic Control Order #1-2023.
7. Notice of Temporary Traffic Control Order #2-2023.

Moved by Commissioner Chapman and seconded by Commissioner Busch to approve the following items on the Consent Calendar:

8. Minutes of the regular meeting of the City Commission held November 14, 2022.
9. Purchase of 2023 model Caterpillar backhoe from Michigan CAT in the amount of \$139,900 and approve the trade-in amount of \$35,000 for the 2007 backhoe, for a net cost of \$104,900. Funds for this purchase have been included in the 2023 Motor Pool Capital Improvement Budget.
10. Bid of Romanow Building Services (RBS) of Grand Rapids, Michigan for 2023-2025 Custodial Services of City Buildings at a cost of \$69,000 in 2023 and increasing to \$73,000 in 2025.

11. Purchase of a 2022 Ford F-250 as part of the Krapohl Buy Back Program as a police administration replacement vehicle in the amount of \$36,460.
12. Authorize the purchase of three (3) Lucas devices from Stryker Medical of Chicago, Illinois in the amount of \$53,663. Funds to cover this purchase have been allocated from a grant award by the Mt. Pleasant Area Community Foundation (MPACF).
13. Authorize the Mayor to sign a letter of support for Michigan State Housing Development Authority Neighborhood Enhancement Program application.
14. Budget amendment of \$19,000 to purchase chemicals for water treatment.
15. Warrants dated November 4, 15 & 17, 2022 and Payrolls dated November 10, 2022 all totaling \$1,579,227.56.

Motion unanimously adopted.

A public hearing was held on request of China Master for a Development District (DDA) License for their location at 1216 South Mission St. There being no public comments or communications, the Mayor closed the public hearing.

Moved by Vice Mayor Alsager and seconded by Commissioner Busch to adopt the following Resolution as presented.

WHEREAS, the City Commission has established a Development District (DDA) License Development District pursuant to Act 501 of Public Acts 2006 **436.1521a(1)(b)**, and;

WHEREAS, the City of Mt. Pleasant Mission/Pickard Downtown Development Authority (DDA) will realize considerable public and private investment within the next five years, and;

WHEREAS, the Mission/Pickard DDA was established under Public Act 197 of 1975 under appropriate statutory provision, and;

WHEREAS, the City of Mt. Pleasant shall provide the Michigan Liquor Control Commission a map clearly outlining the boundaries of the Development District (DDA) License Development District, and;

Whereas, the City Commission finds that China Master meets the provisions of Public Act 501 of 2006, including:

- Is engaged in dining, entertainment or recreation and open to the general public;
- Have a seating capacity of at least 25 people;
- Investment of more than \$75,000 in the rehabilitation or restoration of the building where the license will be housed in the next five years;

WHEREAS, the City of Mt. Pleasant shall provide to the Michigan Liquor Control Commission an affidavit from the City Assessor, as certified by the City Clerk, stating the total amount of public and private investment in real and personal property with the selected portion of Mission/Pickard DDA district, which shall not be less than \$200,000 for each license requested, over the preceding time periods, and,

NOW BE IT THEREFORE RESOLVED, the City Commission hereby approves the request from China Masters, "ABOVE ALL OTHERS" for a new Class C license under **436.1521a(1)(b)**, to be permitted at 1216 South Mission, Mt. Pleasant, Isabella County, Michigan

AYES: Commissioners Alsager, Assmann, Busch, Chapman & Perschbacher

NAYS: None

ABSENT: Commissioners Eke and Ronan

Motion unanimously adopted.

Moved by Commissioner Busch and seconded by Vice Mayor Alsager to approve the final 2023 Annual Operating Budget as presented.

WHEREAS, Article VII, Section 9, authorizes the City Commission to adopt by resolution the annual operating budget for the next fiscal year, and

WHEREAS, Article VII, Section 9, provides that the necessary tax upon real and personal property shall be provided for in the same resolution, and

WHEREAS, the following funds are created and amounts appropriated for each fund for the purpose of carrying out the various activities of the City of Mt. Pleasant during the year beginning January 1, 2023 and ending December 31, 2023;

NOW THEREFORE, BE IT RESOLVED, that the following revenue and expenditure appropriations be approved and the 2023 operating budget be approved:

	ESTIMATED (A)			
	Fund			Fund
	Balance	2023	2023	Balance
	<u>January 1</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>December 31</u>
<u>GOVERNMENTAL FUNDS</u>				
GENERAL FUND				
Unassigned	\$5,528,674	\$14,096,210		
Legislative Division			1,380,670	
Finance Division			1,395,620	
Public Safety Division			7,991,580	
Community Services Division			2,477,700	
Public Works Division			850,640	
Total Unassigned	2,802,909	\$14,096,210	\$14,096,210	\$2,802,909
Assigned for Next Year's Budget	383,620		383,620	0
Assigned for Economic Initiatives	691,524	0	65,000	626,524
Assigned for Projects/Programs	3,136,467	231,950	276,930	3,091,487
Restricted	156,399	12,500	12,750	156,149
Committed for Special Assessments	283,905	0	0	283,905
Committed for Neighborhoods	224,371	400	0	224,771
Committed for Capital Projects	1,524,345	769,640	985,200	1,308,785
Non-spendable	1,480,982	0	0	1,480,982
Total General Fund	\$10,684,522	\$15,110,700	\$15,819,710	\$9,975,512

SPECIAL REVENUE FUNDS				
MAJOR STREET FUND				
Restricted	\$1,424,256	\$1,968,080	\$2,798,540	\$593,796
Restricted for Donation	15,400	0	0	15,400
Total Major Street Fund	1,439,656	1,968,080	2,798,540	609,196
LOCAL STREET FUND				
Restricted	613,938	\$1,349,076	\$1,957,400	\$5,614
Restricted for Donation	15,209	0	0	15,209
Total Local Street Fund	629,147	1,349,076	1,957,400	20,823
STORM SEWER FUND				
Restricted	0	828,300	828,300	0
DOWNTOWN SPECIAL ASSESSMENT				
Restricted from Special Assessment	130,275	108,020	132,260	106,035
Total Governmental Funds				
Appropriated Budget	<u>\$12,883,600</u>	<u>\$19,364,176</u>	<u>\$21,536,210</u>	<u>\$10,711,566</u>

FURTHER, BE IT RESOLVED, that the following informational summaries be approved for the Debt Service, Component Units, and Proprietary Funds for the year beginning January 1, 2023 and ending December 31, 2023

	Working	Sources of	Uses of	Working
	Capital	Working	Working	Capital
	<u>December 31</u>	<u>Capital</u>	<u>Capital</u>	<u>December 31</u>
<u>Component Units</u>				
MISSION STREET DDA FUND				
Assigned	1,133,813	341,000	152,430	1,322,383
TAX INCREMENT FIN AUTH FUND				
Ind Park North Assigned	90,000	0	4,000	86,000
Ind Park North Unassigned	1,659	300	0	1,959
Total TIFA	91,659	300	4,000	87,959
LOCAL DEVELOPMENT FIN AUTHORITY				
Assigned	114,547	750	39,300	75,997
BROWNFIELD REDEVELOPMENT FUND				
Assigned	14,158	54,750	54,750	14,158
Unassigned	841	50	0	891
Total Brownfield	14,999	54,800	54,750	15,049

Total Component Unit Funds				
Informational Summaries	<u>\$1,355,018</u>	<u>\$396,850</u>	<u>\$250,480</u>	<u>\$1,501,388</u>
	Working	Sources of	Uses of	Working
	Capital	Working	Working	Capital
	<u>December 31</u>	<u>Capital</u>	<u>Capital</u>	<u>December 31</u>
<u>PROPRIETARY FUNDS</u>				
Enterprise Funds				
RECREATION FUND				
Restricted for PEAK	0	350,000	350,000	0
Assigned for PEAK	774,884	305,350	535,160	545,074
Restricted for Recreation	10,000	0	10,000	0
Assigned for Recreation	103,715	610,610	615,010	99,315
Total Recreation Fund	888,599	1,265,960	1,510,170	644,389
LAND DEVELOPMENT FUND				
Restricted	\$50,000	0	50,000	\$0
Unassigned	4,187	146,380	142,380	8,187
Total Land Development	54,187	146,380	192,380	8,187
AIRPORT FUND				
Restricted	162,527	40,000	190,000	12,527
Assigned	82,519	0	82,519	0
Unassigned	152,836	3,059,980	3,088,211	124,605
Total Airport	397,882	3,099,980	3,360,730	137,132
WATER RESOURCE RECOVERY FUND				
Assigned	2,592,872	150,000	95,540	2,647,332
Restricted	5,908,263	0	5,823,600	84,663
Unassigned	1,391,573	3,049,080	2,788,720	1,651,933
Total Water Resource Recovery Fund	9,892,708	3,199,080	8,707,860	4,383,928
WATER FUND				
Assigned	1,326,687	530,000	670,000	1,186,687
Unassigned	1,521,831	3,453,460	3,796,000	1,179,291
Total Water	2,848,518	3,983,460	4,466,000	2,365,978
SOLID WASTE FUND				
Restricted	210,632	0	10,632	200,000
Unassigned	882,141	676,350	747,328	811,163
Total Solid Waste	1,092,773	676,350	757,960	1,011,163
<u>Internal Service Funds</u>				
MOTOR POOL FUND				
Unassigned	980,249	1,384,000	2,006,550	357,699

SELF INSURANCE FUND	1,188,210	2,649,100	2,878,580	958,730
Total Proprietary Funds				
Informational Summaries	<u>\$17,343,126</u>	<u>\$16,404,310</u>	<u>\$23,880,230</u>	<u>\$9,867,206</u>

WHEREAS, it is expected that the appropriations and working capital uses require that the City of Mt. Pleasant raise amounts totaling \$45,666,920 to finance all municipal operations during the fiscal year, and

WHEREAS, all funds, except the General Fund, Major Street Fund, Special Assessment Fund, Downtown Special Assessment Fund, Recreation Fund and Borden Debt, will generate moneys sufficient for the appropriations

NOW, THEREFORE, BE IT RESOLVED, that the following tax millages and levies be approved, but the Commission reserves the right to review the rates in Spring, 2023 and consider adjustments based on changed conditions.

	Property Tax	Other	
	Levy	Sources	Millage
General Fund			
Operating	\$ 5,758,761	\$7,629,340	12.230
Fire and Police Pension	987,619	-	2.020
Capital Projects	\$ 734,980	34,660	1.500
Total General Fund	\$ 7,481,360	\$ 7,629,340	15.750
Storm Sewer	252,000	576,300	0.500
Total Other funds	\$ 7,733,360	\$ 8,205,640	16.250
Total Millage			16.250
(A) Projections as of August, 2022			

AYES: Commissioners Alsager, Assmann, Busch, Chapman & Perschbacher

NAYS: None

ABSENT: Commissioners Eke and Ronan

Motion unanimously adopted.

Moved by Commissioner Busch and seconded by Vice Mayor Alsager to adopt the following Resolution amending rates, fees and charges.

WHEREAS, various Ordinances of the City requires fees to be set by resolution,

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

WHEREAS, fees are reviewed annually and changes are proposed with the operating budget,

NOW, THEREFORE, BE IT RESOLVED that the following fees are consistent with the policy guidelines and are set to begin on January 1, 2023,

Sewer Demand:

Meter Size	Monthly Fee
5/8"	\$ 12.22
1"	\$ 30.48
1.5"	\$ 60.97
2"	\$ 97.42
3"	\$ 194.87
4"	\$ 304.52
6"	\$ 608.94
10"	\$3,365.36

Water Demand:

Meter Size	Monthly Fee
5/8"	\$ 16.69
1"	\$ 41.73
1.5"	\$ 83.47
2"	\$ 133.55
3"	\$ 267.09
4"	\$ 417.33
6"	\$ 834.66
10"	\$4,563.26

AYES: Commissioners Alsager, Assmann, Busch, Chapman & Perschbacher

NAYS: None

ABSENT: Commissioners Eke and Ronan

Motion unanimously adopted.

Moved by Commissioner Busch and seconded by Commissioner Chapman to make the following reappointments to various boards and commissions as recommended by the Appointments Committee.

Term Expires:

Board of Review

James Kridler

12/31/2024

Tony Kulick

12/31/2024

Erin Zimmer

12/31/2024

Building, Fire & Sanitary Sewer Board

James Kridler

12/31/2025

Tim Nieporte

12/31/2025

City/CMU Student Liaison Committee

Edward Clayton

12/31/2025

David Stairs

12/31/2025

Dog Park Advisory Board

Sue Gamble

12/31/2024

Downtown Development Authority

Tom Krapohl

12/31/2026

Economic Development Corporation/
Brownfield Redevelopment Authority

Tom Krapohl	12/31/2028
Jeff Smith	12/31/2028

Historic District Commission

Lara Raisanen	12/31/2025
Anne Swift	12/31/2025

Isabella County Transportation Commission

Dennis Adams	12/31/2025
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Mid-Michigan Aquatic Recreational Authority

Judith Wagley	12/31/2025
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Parks & Recreation Commission

James Batcheller	12/31/2025
Peter Little	12/31/2025

Planning Commission

Corey Friedrich	12/31/2025
Glen Irwin II	12/31/2025
Matthew Liesch	12/31/2025
Christine Ortman	*12/31/2023

Tax Increment Finance Authority (TIFA)

Rick Swindlehurst	12/31/2026
Bryan Wiefrich	12/31/2026

Zoning Board of Appeals

David McGuire	12/31/2025
Peter Orlik	12/31/2025

*to fix error in term length
Motion unanimously adopted.

Announcements on City-Related Issues And New Business

Commissioner Busch thanked the Saginaw Chippewa Indian Tribe for the 2% grants that will bring wonderful items to the community.

Vice Mayor Alsager announced the Downtown Holiday Celebration taking place Friday, December 2nd and Saturday, December 3rd.

The Commission recessed at 7:21 p.m. and returned to a work session 7:28 p.m.

Work Session – Property Maintenance Code.

Assistant Fire Chief Doug Lobsinger led a discussion on the ordinance from 2020 and potential revisions.

Work Session – MML Annual Convention learning.

Vice Mayor Alsager and Mayor Perschbacher presented highlights on what they learned at the MML Annual Convention. Mayor Perschbacher also presented on behalf of Commissioner Eke.

Moved by Commissioner Busch and seconded by Vice Mayor Alsager to adjourn the meeting at 8:12 p.m. Motion unanimously adopted.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

Memorandum



TO: Aaron Desentz, City Manager
FROM: Tim Middleton, Deputy DPW Director
DATE: December 1, 2022
SUBJECT: 2023 Chemicals Bid

Request

The City Commission is requested to award the contracts for the 2023 Chemicals Bid to the recommended companies at the bid prices listed below.

Reason for Purchase

Chemicals used in the water and wastewater treatment processes are bid on an annual basis. For reference, the 2022 contract prices and respective price increases, rounded to the nearest whole percent, are listed in parentheses.

On November 15, 2022, the following bids were received.

Chemical	Supplier	Bid Price
Anionic Polymer	Polydyne, Inc. Riceboro, GA	\$3,000.00 per ton (\$2,460.00, 22%)
Caustic Soda	Alexander Chemical LaPorte, IN	\$1,232.00 per ton (\$1030.00, 20%)
Ferric Chloride	PVS Technologies, Inc. Detroit, MI	\$1,129.00 per ton (\$748.00, 51%)
Liquid Polyphosphate	Elhorn Engineering Co. Mason, MI	\$14.53 per gallon (\$13.50, 8%)
Sodium Hypochlorite	JCI Jones Riceboro, GA	\$2.1819 per gallon (\$1.595, 37%)
Lime	Carmeuse Lime Pittsburgh, PA	\$195.00 per ton (\$145.00, 34%)

No bids were received for liquid CO₂ or sodium bicarbonate. We will continue to purchase these chemicals for the lowest available market pricing.

Caustic Soda and Sodium Hypochlorite

Due to market volatility, suppliers are unwilling to commit to contract pricing longer than three months for caustic soda and sodium hypochlorite. The awarded contracts for these two chemicals will guarantee a one-year supply of chemical, to be priced quarterly, with a total price increase cap not to exceed 25% of the original bid price. If pricing adjustments become necessary, the awarded contractors are to advise us one month prior to the expiration of the quarter. The announcement of a price change will cause the contract to open and allow the City to purchase the chemicals from the open market at a better price, if available, without penalty or breach of contract. If a better price is unavailable to the City, then the City retains the right to extend the contract on a quarterly basis at the last quoted price. If a budget amendment becomes necessary, we will request approval at a later date.

Sodium Fluoride and Sodium Polyphosphate

Three bids were received for sodium fluoride and sodium polyphosphate. A new bidder, Water Solutions Unlimited, is the low bidder for both chemicals at \$3,700 per

ton and \$11.75 per gallon respectively. After thorough review of the chemical specifications provided by Water Solutions, staff is unable to determine if their sodium polyphosphate is equivalent to the product we are using currently. Therefore, staff recommends award of the sodium polyphosphate contract to the next lowest bidder, Elhorn Engineering, at \$14.53 per gallon.

The two other bidders for sodium fluoride were Chemrite (\$5,460 per ton) and Haviland Products (\$6,500 per ton). The Water Department staff are evaluating the chemical specifications from both companies and will make a recommendation for contract award in January.

Recommendation

I recommend the City Commission award the contracts for the 2023 Chemicals Bid to the companies listed in the table above at the bid prices stated. Funds have been included in the 2023 Water Department and Water Resource Recovery Facility budgets.

Memorandum



TO: Aaron Desentz, City Manager

FROM: Chris Saladine, Assistant Finance Director

DATE: 12/02/2022

SUBJECT: Final Amended Budget

Attached is the resolution for the City Commission to consider amending the 2022 Operating Budget. The budget was adopted on November 22, 2021 and amended on September 12, 2022. As has been the past practice we amend the budget at the end of the fiscal year to reflect changes that have occurred since the budget was amended earlier this year. The amended budget includes Tribal 2% allocation that was received in November. Also attached is a comparison of the September amended budget to the final amended budget. The individually significant changes from the prior amended budget are as follows:

General Fund

Revenue: Increase \$596,920

- Net increase in Property Tax Revenue to actual receipts due to Michigan Tax Tribunal cases not settled in 2022 \$197,500
- Increase in State Reimbursement for Personal Property Tax Loss as there is not a way to estimate the reimbursement and need to wait until actual receipt to amend the budget \$19,210
- Decrease in Marijuana Licensing Fees to anticipated activity (\$30,000)
- Increase in Charges for Services & Service Work for others due to more service activity \$19,450
- Increase in Charges for Tax Collection to actual billing \$7,000
- Increase in Investment Interest due to higher interest rates \$37,620
- Increase in 2% Tribal Allocation for grants received in November \$325,000
- Increase in Parks Donations for Union Township contribution towards GKB Trail \$10,930
- Increase in net Public Safety Donations for Community Foundation grant for Stryker medical device and other small donations received \$44,260
- Decrease in Contributions from Major & Local Street funds due to adjusting for New/Replacement Sidewalk activity and overhead to actual costs (\$67,820)
- Decrease in Contribution from Borden Debt Service funds due netting the close out of the fund with the 2022 contribution (\$37,360)
- Increase in Contribution from TIFA for transfer of funds for Parking Lots 4 & 5 design \$29,350
- Increase in Contribution from Water Resource Recovery Facility for overhead \$65,590
- Decrease in Reimbursements for allocation of MMRMA net asset distribution allocated to other funds (\$46,250)

Expenses: Decrease \$508,230

- Increase in Assessor for appraisals and attorney fees for Michigan Tax Tribunal cases \$41,780
- Decrease in City Attorney due to resolution of Marijuana lawsuits (\$27,300)
- Increase in Human Resources for employee onboarding costs \$7,920
- Decrease in Cashier for vacancy savings (\$8,150)
- Decrease in City Hall Building & Grounds for carryover of security reconfiguration (\$50,000)
- Decrease in Downtown Marketing due to less activity (\$23,000)
- Decrease in Downtown Promotions due to Broadway Central coming in under budget (\$15,230)
- Decrease in Downtown Capital Projects due to carryover of design of Parking Lots 4 & 5 (\$38,730)
- Decrease in Downtown Maintenance due to carryover of Parking signage & fencing (\$43,370)

- Increase in Cemetery for staff time spent, fringe benefits, contracted service and utilities \$10,880
- Decrease in Public Relations for carryover of website to 2023 & less training (\$53,090)
- Decrease Police Patrol due to vacancy savings and carryover two patrol cars to 2023 (\$118,550)
- Net increase in Police Records for required overtime and new employee training overlap \$17,610
- Decrease in Police Community Services due to vacancy savings (\$13,630)
- Increase in Fire Suppression for purchase of Stryker medical device purchased with grant funds \$56,840
- Decrease in Public Safety Building due to elimination of evidence room remodel (\$30,000)
- Decrease in Code Enforcement for vacancy savings (\$11,740)
- Increase in Public Works Administration due to more staff activity \$15,630
- Decrease in Sidewalk Replacement due to less complaint locations (\$38,190)
- Increase in Street Lights for equipment damaged by accident \$14,000
- Net increase in Parks Administration & Operations due to allocation of full-time staff wages, fringes and fuel costs \$36,440
- Decrease in Parks Land Improvements for projects carried over to 2023 \$(223,850)
- Decrease in Contribution to Borden Debt as fund closeout was netted with General Fund contribution (\$40,000)
- Net increase in Planning due to vacancy savings offset by McKenna contract \$16,260

Fund Balance:

- Unassigned Fund Balance is projected to be \$3,016,439 at the end of 2022 instead of the \$2,802,909 projected in September for an increase of \$213,530. Unassigned Fund Balance is projected to be 18.0% of unassigned expenditures
- Restricted Fund Balance is projected to be \$490,399 at the end of 2022 instead of \$156,399 projected in September for an increase of \$334,000 primarily from 2% grants received to be spent in 2023

Other Funds

- Major Street – Expenditure overall decrease (\$115,350) due to less costs than anticipated in all activities primarily replacement sidewalks and engineering/admin time spent in other funds
- Local Street – Expenditure overall decrease (\$151,920) less costs than anticipated in all activities primarily from projecting actual year end expense for reconstruct and overlay projects
- Recreation – Increase in PEAK revenue due to Child Care Stabilization grant \$468,690 and related increase in PEAK expenditures for grant eligible expenses and staff bonuses required by the grant \$195,340
- Airport – Decrease in revenue for grant funded projects carried over to 2023 offset by increased fuel sales (\$108,530). Decrease in grant funded expenses due to Taxiway project being postponed to 2023 (\$155,800)
- Water Resource Recovery – Net increase in revenue for Interest Investments and Septage Processing offset by decreases in Utility Demand & Consumption \$51,390. Decrease in operational costs due to less line repairs, rear yard sewer abandonments and lower utilities (\$29,510) Decrease in capital projects due to postponement of Oak Street generator (\$25,000) and portion of Phase I plant rehab being carried over to 2023 (\$1,641,890)
- Water – Decrease in operations for portion of grant funded asset management carried over to 2023 (78,190). Net decrease in capital projects for carryover of Interconnection Study (\$25,000) Recarb Rehabilitation (\$55,000), Flow Meter Replacement (\$20,000), Distribution System (\$40,000) and Transmission Main rehabilitation (\$23,000)
- Motor Pool – Decrease in Capital Acquisitions for carry over of Motor Pool portion of Airport truck (\$14,000). Increase in Motor Pool operations expenses for additional Street employee assistance with large jobs, equipment rental and increased fuel costs \$29,780

- Self-Insurance – Increase in revenue for increased employee/retiree contributions and stop-loss insurance reimbursements \$205,150. Increase in expenses for projected health claims \$183,000

Recommended Action

Please include the attached resolution for consideration on the December 12th City Commission agenda.

WHEREAS, Article VII, Section 10 authorizes the City Commission to amend the annual operating budget by resolution, and

WHEREAS, the 2022 operating budget was originally adopted by resolution on November 22, 2021 and

WHEREAS, the activities of the City since the budget was adopted have been such as to necessitate an amendment at this time,

NOW THEREFORE, BE IT RESOLVED, that the following revenue and expenditure appropriations be approved and the 2022 operating budget be amended, effective immediately.

	Fund Balance <u>January 1</u>	2022 <u>Revenue</u>	2022 <u>Expenditures</u>	Fund Balance <u>December 31</u>
<u>GOVERNMENTAL FUNDS</u>				
<u>GENERAL FUND</u>				
Unassigned	\$5,403,299	\$12,518,640		
Legislative Division			1,213,470	
Finance Division			2,923,410	
Public Safety Division			7,968,160	
Community Services Division			1,827,160	
Public Works Division			973,300	
Total Unassigned	5,403,299	\$12,518,640	\$14,905,500	\$3,016,439
Assigned for Next Year's Budget	0	383,620	0	383,620
Assigned for Economic Initiatives	777,564	0	46,040	731,524
Assigned for Projects/Programs	2,097,287	1,485,750	202,440	3,380,597
Restricted	382,859	393,190	285,650	490,399
Committed for Special Assessments	357,935	23,300	96,170	285,065
Committed for Neighborhoods	263,971	40,400	80,000	224,371
Committed for Capital Projects	2,133,355	780,800	1,117,480	1,796,675
Non-spendable	1,480,982	0	0	1,480,982
Total General Fund	\$12,897,252	\$15,625,700	\$16,733,280	\$11,789,672
<u>SPECIAL REVENUE FUNDS</u>				
<u>MAJOR STREET FUND</u>				
Restricted	2,802,106	\$2,276,080	\$3,540,980	\$1,537,206
Restricted for Donation	15,400	0	0	15,400
Total Major Street Fund	2,817,506	2,276,080	3,540,980	1,552,606
<u>LOCAL STREET FUND</u>				
Restricted	1,098,668	\$1,321,490	\$1,654,310	\$765,848
Restricted for Donation	15,209	0	0	15,209
Total Local Street Fund	1,113,877	1,321,490	1,654,310	781,057
<u>DOWNTOWN SPECIAL ASSESSMENT</u>				
Restricted from Special Assessment	147,715	108,100	123,010	132,805
Total Governmental Funds				
Appropriated Budget	\$16,976,350	\$19,331,370	\$22,051,580	\$14,256,140

FURTHER, BE IT RESOLVED, that the following informational summaries be approved for the Debt Service, Component Units, and Proprietary Funds for the year beginning January 1, 2022 and ending December 31, 2022

	<u>Fund Balance December 31</u>	<u>2022 Revenue</u>	<u>2022 Expenditures</u>	<u>Fund Balance December 31</u>
<u>DEBT SERVICE FUNDS</u>				
Borden Building Debt Restricted	\$29,416	\$373,220	\$402,636	\$0

	<u>Working Capital December 31</u>	<u>Sources of Working Capital</u>	<u>Uses of Working Capital</u>	<u>Working Capital December 31</u>
<u>Component Units</u>				
MISSION STREET DDA FUND				
Assigned	\$920,673	\$341,000	\$82,860	\$1,178,813
TAX INCREMENT FIN AUTH FUND				
Central Business District Assigned	207,522	1,150	166,235	42,437
Ind Park North Assigned	90,000	0	0	90,000
Ind Park North Unassigned	5,129	550	3,770	1,909
Total TIFA	302,651	1,700	170,005	134,346
LOCAL DEVELOPMENT FIN AUTHORITY				
Assigned	153,097	750	153,847	0
BROWNFIELD REDEVELOPMENT FUND				
Assigned	14,158	175,040	175,040	14,158
Unassigned	791	300	0	1,091
Total Brownfield	14,949	175,340	175,040	15,249
Total Component Unit Funds				
Informational Summaries	\$1,391,370	\$518,790	\$581,752	\$1,328,408

	<u>Working Capital December 31</u>	<u>Sources of Working Capital</u>	<u>Uses of Working Capital</u>	<u>Working Capital December 31</u>
<u>PROPRIETARY FUNDS</u>				
Enterprise Funds				
RECREATION FUND				
Restricted for PEAK	0	1,017,690	1,017,690	0
Assigned for PEAK	803,144	270,730	0	1,073,874
Restricted for Recreation	30,000	0	20,000	10,000
Assigned for Recreation	95,455	559,380	589,370	65,465
Total Recreation Fund	928,599	1,847,800	1,627,060	1,149,339
LAND DEVELOPMENT FUND				
Restricted	\$50,000	0	0	\$50,000
Unassigned	1,867	96,380	94,060	4,187
Total Land Development	51,867	96,380	94,060	54,187

AIRPORT FUND

Restricted	162,527	80,000	80,000	162,527
Assigned	82,519	0	0	82,519
Unassigned	285,066	1,105,100	1,188,860	201,306
Total Airport	530,112	1,185,100	1,268,860	446,352

WATER RESOURCE RECOVERY FUND

Assigned	2,126,742	870,000	420,470	2,576,272
Restricted	366,083	8,700,000	1,436,055	7,630,028
Unassigned	1,658,868	2,175,940	2,364,080	1,470,728
Total Water Resource Recovery Fund	4,151,693	11,745,940	4,220,605	11,677,028

WATER FUND

Restricted	617,800	0	617,800	0
Assigned	1,799,647	530,000	1,326,300	1,003,347
Unassigned	1,600,551	2,938,000	2,721,980	1,816,571
Total Water	4,017,998	3,468,000	4,666,080	2,819,918

SOLID WASTE FUND

Restricted	223,332	0	23,220	200,112
Unassigned	938,401	694,840	750,670	882,571
Total Solid Waste	1,161,733	694,840	773,890	1,082,683

Internal Service Funds**MOTOR POOL FUND**

Assigned	0	14,000	0	14,000
Unassigned	827,549	1,272,460	1,139,800	960,209
Total Motor Pool	827,549	1,286,460	1,139,800	974,209

SELF INSURANCE FUND

	1,412,690	2,855,250	3,056,580	1,211,360
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**Total Proprietary Funds
Informational Summaries**

\$13,082,241	\$23,179,770	\$16,846,935	\$19,415,076
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	2022 Amended Budget				2022 Final Amended Budget				
	ESTIMATED (A)								
	Fund Balance January 1	2022 Revenue	2022 Expenditures	Fund Balance December 31	Fund Balance January 1	2022 Revenue	2022 Expenditures	Fund Balance December 31	Dollar Change on Ending Fund Balance
GOVERNMENTAL FUNDS									
GENERAL FUND									
Unassigned	\$5,403,299	\$12,503,530			\$5,403,299	\$12,518,640			
Legislative Division			1,235,510				1,213,470		
Finance Division			2,937,460				2,923,410		
Public Safety Division			8,113,260				7,968,160		
Community Services Division			1,851,150				1,827,160		
Public Works Division			966,540				973,300		
Public Works Division									
Total Unassigned	5,403,299	\$12,503,530	\$15,103,920	\$2,802,909	5,403,299	\$12,518,640	\$14,905,500	\$3,016,439	\$ 213,530
Assigned for Next Year's Budget	0	383,620	0	383,620	0	383,620	0	383,620	0
Assigned for Economic Initiatives	777,564	0	86,040	691,524	777,564	0	46,040	731,524	40,000
Assigned for Projects/Programs	2,097,287	1,296,950	257,770	3,136,467	2,097,287	1,485,750	202,440	3,380,597	244,130
Restricted	382,859	12,500	238,960	156,399	382,859	393,190	285,650	490,399	334,000
Committed for Special Assessments	357,935	22,140	96,170	283,905	357,935	23,300	96,170	285,065	1,160
Committed for Neighborhoods	263,971	40,400	80,000	224,371	263,971	40,400	80,000	224,371	0
Committed for Capital Projects	2,133,355	769,640	1,378,650	1,524,345	2,133,355	780,800	1,117,480	1,796,675	272,330
Non-spendable	1,480,982	0	0	1,480,982	1,480,982	0	0	1,480,982	0
Total General Fund	\$12,897,252	\$15,028,780	\$17,241,510	\$10,684,522	\$12,897,252	\$15,625,700	\$16,733,280	\$11,789,672	1,105,150
SPECIAL REVENUE FUNDS									
MAJOR STREET FUND									
Restricted	2,802,106	\$2,278,480	\$3,656,330	\$1,424,256	2,802,106	\$2,276,080	\$3,540,980	\$1,537,206	112,950
Restricted for Donation	15,400	0	0	15,400	15,400	0	0	15,400	0
Total Major Street Fund	2,817,506	2,278,480	3,656,330	1,439,656	2,817,506	2,276,080	3,540,980	1,552,606	112,950
LOCAL STREET FUND									
Restricted	1,098,668	\$1,321,500	\$1,806,230	\$613,938	1,098,668	\$1,321,490	\$1,654,310	\$765,848	151,910
Restricted for Donation	15,209	0	0	15,209	15,209	0	0	15,209	0
Total Local Street Fund	1,113,877	1,321,500	1,806,230	629,147	1,113,877	1,321,490	1,654,310	781,057	151,910
DOWNTOWN SPECIAL ASSESSMENT									
Restricted from Special Assessment	147,715	108,020	125,460	130,275	147,715	108,100	123,010	132,805	2,530
Total Governmental Funds									
Appropriated Budget	\$16,976,350	\$18,736,780	\$22,829,530	\$12,883,600	\$16,976,350	\$19,331,370	\$22,051,580	\$14,256,140	\$1,370,010
DEBT SERVICE FUNDS									
Borden Building Debt Restricted	\$29,416	\$410,580	\$439,996	\$0	\$29,416	\$373,220	\$402,636	\$0	0
Component Units									
MISSION STREET DDA FUND									
Assigned	\$920,673	\$341,000	\$127,860	\$1,133,813	\$920,673	\$341,000	\$82,860	\$1,178,813	45,000
TAX INCREMENT FIN AUTH FUND									
Central Business District Assigned	207,522	0	207,522	0	207,522	1,150	166,235	42,437	42,437
Ind Park North Assigned	90,000	0	0	90,000	90,000	0	0	90,000	0
Ind Park North Unassigned	5,129	300	3,770	1,659	5,129	550	3,770	1,909	250
Total TIFA	302,651	300	211,292	91,659	302,651	1,700	170,005	134,346	42,687

LOCAL DEVELOPMENT FIN AUTHORITY									
Assigned	153,097	750	39,300	114,547	153,097	750	153,847	0	(114,547)
BROWNFIELD REDEVELOPMENT FUND									
Assigned	14,158	174,940	174,940	14,158	14,158	175,040	175,040	14,158	0
Unassigned	791	50	0	841	791	300	0	1,091	250
Total Brownfield	14,949	174,990	174,940	14,999	14,949	175,340	175,040	15,249	250
ECONOMIC DEVELOPMENT CORPORATION									
Assigned Parking Lot	0	0	0	0	0	0	0	0	0
Unassigned	0	0	0	0	0	0	0	0	0
Total EDC	0	0	0	0	0	0	0	0	0
Total Component Unit Funds									
Informational Summaries	\$1,391,370	\$517,040	\$553,392	\$1,355,018	\$1,391,370	\$518,790	\$581,752	\$1,328,408	-\$26,610
PROPRIETARY FUNDS									
Enterprise Funds									
PARKS & RECREATION FUND									
Restricted for PEAK	0	565,000	565,000	0	0	1,017,690	1,017,690	0	0
Restricted for Recreation	30,000	0	20,000	10,000	30,000	0	20,000	10,000	0
Assigned for PEAK	803,144	276,140	304,400	774,884	803,144	270,730	20,000	1,053,874	278,990
Assigned for Recreation	95,455	550,580	542,320	103,715	95,455	559,380	569,370	85,465	(18,250)
Total Parks & Recreation Fund	928,599	1,391,720	1,431,720	888,599	928,599	1,847,800	1,627,060	1,149,339	260,740
Land Development									
Restricted	\$50,000	0	0	\$50,000	\$50,000	0	0	\$50,000	0
Unassigned	1,867	96,380	94,060	4,187	1,867	96,380	94,060	4,187	0
Total Land Development	51,867	96,380	94,060	54,187	51,867	96,380	94,060	54,187	0
Airport Fund									
Restricted	162,527	80,000	80,000	162,527	162,527	80,000	80,000	162,527	0
Assigned	82,519	0	0	82,519	82,519	0	0	82,519	0
Unassigned	285,066	1,213,630	1,345,860	152,836	285,066	1,105,100	1,188,860	201,306	48,470
Total Airport Fund	530,112	1,293,630	1,425,860	397,882	530,112	1,185,100	1,268,860	446,352	48,470
Water Resource Recovery Fund									
Assigned	2,126,742	870,000	403,870	2,592,872	2,126,742	870,000	420,470	2,576,272	(16,600)
Restricted	366,083	8,700,000	3,157,820	5,908,263	366,083	8,700,000	1,436,055	7,630,028	1,721,765
Unassigned	1,658,868	2,161,550	2,428,845	1,391,573	1,658,868	2,175,940	2,364,080	1,470,728	79,155
Total Water Resource Recovery Fund	4,151,693	11,731,550	5,990,535	9,892,708	4,151,693	11,745,940	4,220,605	11,677,028	1,784,320
Water Fund									
Restricted	617,800	0	617,800	0	617,800	0	617,800	0	0
Assigned	1,799,647	530,000	1,002,960	1,326,687	1,799,647	530,000	1,326,300	1,003,347	(323,340)
Unassigned	1,600,551	2,936,560	3,015,280	1,521,831	1,600,551	2,938,000	2,721,980	1,816,571	294,740
Total Water Fund	4,017,998	3,466,560	4,636,040	2,848,518	4,017,998	3,468,000	4,666,080	2,819,918	(28,600)
Solid Waste Fund									
Restricted	223,332	0	21,000	202,332	223,332	0	23,220	200,112	(2,220)
Unassigned	938,401	669,840	743,480	864,761	938,401	694,840	750,670	882,571	17,810
Total Solid Waste Fund	1,161,733	669,840	764,480	1,067,093	1,161,733	694,840	773,890	1,082,683	15,590
Internal Service Funds									
Motor Pool Fund									
Assigned	0	0	0	0	0	14,000	0	14,000	
Unassigned	827,549	1,273,040	1,120,340	980,249	827,549	1,272,460	1,139,800	960,209	(20,040)
Total Motor Pool Fund	827,549	1,273,040	1,120,340	980,249	827,549	1,286,460	1,139,800	974,209	(6,040)
Self Insurance Fund	1,412,690	2,649,100	2,873,580	1,188,210	1,412,690	2,855,250	3,056,580	1,211,360	23,150
Total Proprietary Funds									
Informational Summaries	\$13,082,241	\$22,571,820	\$18,336,615	\$17,317,446	\$13,082,241	\$23,179,770	\$16,846,935	\$19,415,076	\$1,836,890



City of Mount Pleasant, Michigan
DEPARTMENT OF PUBLIC SAFETY



MEMORANDUM

DATE: December 5th, 2022
TO: Aaron Desentz, City Manager
FROM: Paul Lauria, Director of Public Safety
SUBJECT: Records Management System (RMS)

Our current Records Management System (RMS) by SunGard was purchased and implemented in 2011-2012. This system included mobile field reporting (MFR) and a comprehensive RMS system to handle police reports, property/evidence, quartermaster, bike registration, accident reports, traffic and parking tickets, internal investigations, and many other modules. These programs are from the same company, and tied into, the County's Computer Aided Dispatch (CAD) system. The RMS system was shared equally by Mount Pleasant Police, Isabella County Sheriff's Office, and CMU PD.

Over the last decade the RMS has served us well, but it is getting outdated and is no longer being enhanced. The software has been sold to three different companies and the current vendor who owns the software rights is Central Square. Central Square is in the process of phasing the SunGard RMS out to push their customers toward their own RMS software.

Area law enforcement agencies met and a new RMS was selected. Core Technology, a Michigan based company has software that will meet our needs. This software will once again connect all agencies to the same RMS. The initial cost of the system is \$65,673 with annual maintenance costs of \$29,000. The reallocation of funds to cover the cost of this change will come from the 2023 Police Budget. The elimination of a patrol vehicle and annual RMS maintenance funds are enough to cover the cost of the project.

I am recommending that MPPD move to the new RMS product offered by Core Technology and authorize Mayor Amy Perschbacher to sign the attached Order Form and End User Agreement committing to moving forward with Core Technology's RMS software.



Quotation/Order Form

Quote #: CORE-00001697
Quote Date: September 6, 2022
Expiration Date: December 31, 2022

Quote For: Chief Paul Lauria
Mt. Pleasant Police Department
Address: 804 E. High Street
City, State Zip: Mt. Pleasant, MI 48858

Prepared By: Sarah Lee
Phone: (517) 256-6995
Email: slee@coretechcorp.com

Annual Subscription Cost

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Subscription Talon Incident Management System (TIMS) Base	Subscription Talon Incident Management System (TIMS) MCOLES – 27 Sworn Includes CFS data import from TAC.10 CAD.	1	\$7,000.00	\$7,000.00
Subscription TIMS Add-On Modules	Subscription TIMS Add-On Modules: <ul style="list-style-type: none">Electronic Supervisory Review with Workflow<ul style="list-style-type: none">Robust routing of incidents using worklistAssign delegates when supervisors are absentTasks sent to individuals or groups (Detective Bureau)View historical and pending tasksImports from third party systems<ul style="list-style-type: none">LexisNexis eCrash and eTicketRapid Fire Evidence Scanning and AuditsForms Builder for customized fill-in forms from incident information. Includes 3 and can use any created by Isabella Sheriff.<ul style="list-style-type: none">DI-177 Breath Blood Urine Test ReportDI 93 Refusal to Submit to Chemical TestDV -001 Domestic relationship IncidentAbility to generate CLERY Act Crime WorksheetFull Report Sharing with MOU agencies<ul style="list-style-type: none">Isabella Sheriff, Gratiot Sheriff and local agencies, Clare City PD are nearby agencies sharing.TDEX Justice to electronically submit Incident reports to the Prosecutor's Karpel system and receive Disposition information back within TIMS.	1	\$22,000.00	\$22,000.00
SUBTOTAL				\$29,000.00

One Time Service Cost (30% Discount for Joint Implementation w/CMU)

PRODUCT NAME	DESCRIPTION	QTY	PRICE	LINE TOTAL
Core - Installation and Configuration Services	Installation and Configuration Services – Database creation, Configuration of users, imports and add-on modules, Web based training and Project Management.	1	\$21,620.00	\$15,134.00
Core - Training	Training Services - Onsite Training / Q&A (Pre-Go Live, Post-Go Live)	1	\$5,520.00	\$3,864.00
Core – Data Conversion	Data Conversion to TIMS from OSSI <ul style="list-style-type: none">• Base Information (Agency, Officers, File Classes, Persons, Business, Vehicle, Mugshots, SMT)• Incidents (Incident Info, Suspects, Witnesses, Victims, Vehicles, Property, Offenses, Evidence, Narratives)• Arrests, warrants, sex registry, accidents, permits, tickets.	1	\$25,250.00	\$17,675.00
SUBTOTAL				\$36,673.00

TOTAL: \$65,673.00

- **Basic Subscription and Annual Maintenance provides access to our support services Monday through Friday 8 am to 5 pm. 24/7 support is available for an additional fee. Please contact your sales representation for a quote.**

Terms and Conditions:

This is a price quote for the product and/or services names above, it is valid through the expiration date. Core Technology Corporation reserves the right to withdraw this price quote if it is not accepted by the expiration date.

1. This Order Authorization form incorporates by reference the following document(s) between Core and Customer:
 - Software License Agreement; and (if applicable)
 - Core Service Bureau terms and conditions; and (if applicable)
 - Statement of Work.
2. Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Core Technology Corporation.
3. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4. Each party executing this Order Authorization acknowledge and warrant that [he][she] is duly authorized by Core and/or the Customer to execute this Order Authorization on Core's and/or the Customer's behalf.
5. Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
6. Transmission of images of signed Order Authorization forms by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed document Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Payment Terms:

Software license and Service fees are invoiced and due upon receipt of the order. Annual Support fees are invoiced and due after software implementation. First year software subscription fees are due upon receipt of order, and at each anniversary thereafter. This price quote does not include tax.

Core Technology Corporation:

Signature	_____
Name	_____
Title	_____
Date	_____

Customer:

Signature	_____
Name	_____
Title	_____
Date	_____

Please sign and return. Fax Number: 517-627-8944



Core Service Bureau End User License Agreement Revised June 14, 2022

This *Core Service Bureau End User License Agreement* (this “Agreement”) is between **Core Technology Corporation (“Core”)**, and Mt. Pleasant Police Department (“**Subscriber**”).

Subscriber	<u>Mt. Pleasant Police Department</u>	Contact:	<u>Chief Paul Lauria</u>
Address:	<u>804 E. High Street</u>	Email:	<u>plauria@mt-pleasant.org</u>
	<u>Mt. Pleasant, MI 48858</u>	Phone:	<u>(989) 779-5108</u>
	<u></u>	Mobile:	<u></u>

By signing below, it is agreed that this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. This Agreement shall become effective when it is accepted and executed by Subscriber and approved and executed by Core. The parties executing this Agreement on behalf of Core and the Subscriber each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

ACKNOWLEDGED AND AGREED TO BY:

Core Technology Corporation

By: _____

Name: _____

Title: _____

Date: _____

(Subscriber) Mt. Pleasant Police Department

By: _____

Authorized Signature Title

By: _____

Authorized Signature Title

Date: _____



I. Capacity to Contract and Consideration

Contingent upon Subscriber's compliance with the terms of this Agreement, in exchange for access to and use of the Core Service Bureau system and the information contained within it (hereinafter referred to as "Services"), Core will charge Subscriber for the various Services Subscriber selects or uses, according to the rates schedule, in addition to any applicable sales or use taxes required by your state. You should review these rates carefully before selecting or using any Services. Payment must be made in thirty (30) days of the invoice date. Nonpayment will be considered a material breach of the terms of this Agreement and Subscriber's access to the Services will be suspended. Core reserves the right to terminate Subscriber's account for nonpayment more than sixty (60) days past due.

II. Access and Limited License

A. Access to our services through Subscriber's account is limited to Subscriber only as a single user unless Subscriber is a corporation or entity. For each Subscriber that is a corporation or entity, only authorized users with a valid user name and password may access our service. The number of users is limited by the number and type of subscriptions purchased by the corporation or entity.

B. The Core Service Bureau system and much of the information made available through this service is proprietary information.

Proprietary information includes, but is not limited to:

1. Articles and other data accessible through the service,
2. the computer software [and source code] used by our system,
3. documentation for our system and databases,
4. the end user interface for our system,
5. the name of our system,
6. many of the features of our system, including its "look and feel," and
7. collective works comprising our databases.

C. Subject to the terms and limitations contained in this Agreement, Core Technology Corporation grants Subscriber a limited, non-exclusive, non-assignable and non-transferable license during the Term to allow Users to access and use the Core Service Bureau system and the information contained within it. You may not permanently store or redistribute any information accessed through our system. Your right to copy, reproduce or temporarily store information related to or accessed through this service is limited to the temporary limited rights specified in this paragraph. No other copying, reproduction, sale, download, transmission, transfer, publication, storage, printing, redistribution, or other use is permitted under this license. You may not modify, adapt, translate, transmit, sell, publish, distribute, reverse engineer, decompile or disassemble any proprietary component or information associated with or accessed through our system.

D. No Illegal Use. The Core Service Bureau system and the information contained within it may not be used in a manner contrary to, or in violation of, any applicable Federal, state, or local law, rule, regulation, or ordinance.

III. Security

You are responsible for maintaining confidentiality of passwords, user names and account information provided in connection with this service. If you allow someone else access to your account, your account



may be terminated and we will have the right to hold you liable for all unauthorized use of our services via your account. You agree to immediately notify Core Technology Corporation at info@coretechcorp.com of any unauthorized use of passwords, user names or accounts. To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services ("CJIS") policies, including but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). The most recent CJIS Security Addendum is as follows:

Rest of page intentionally blank

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306



IV. Privacy

This service is subject to the privacy statement posted at <http://www.coretechcorp.com/privacy>

V. Disclaimers of Warranties and Liability

Subscriber acknowledges and agrees that:

A. Core Technology Corporation provides the Core Service Bureau system to serve as a conduit providing Subscribers access to information which may be owned or provided by third parties.

B. The data, information, services, and functions provided by the Core Service Bureau system may change at any time and/or from time to time as such data, information, services, and functions are updated, modified, or otherwise altered by third parties providing information to Core Technology Corporation.

C. Core Technology Corporation and the Core Service Bureau system are not responsible for:

1. the content, quality, integrity, performance or any other aspect of the information provided or transmitted by this service;
2. errors or problems related to transmission of data;
3. any direct, indirect, special, exemplary, punitive, consequential, incidental or other damages arising out of this Agreement or Subscriber's use of this service whether or not such damages are foreseeable or are alleged based on contract, tort, warranty, or strict liability.

D. CORE TECHNOLOGY CORPORATION AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE CORE SERVICE BUREAU SYSTEM. THE SERVICES, THE INFORMATION PROVIDED AS PART OF THE SERVICE, THE SOFTWARE AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SUBSCRIBER. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

E. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORE TECHNOLOGY CORPORATION DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

F. CORE TECHNOLOGY CORPORATION SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY THE UNAVAILABILITY OF THE CORE SERVICE BUREAU SYSTEM FOR THE SUBSCRIBER'S OR ANY UNAUTHORIZED USER'S USE OF THE INFORMATION PROVIDED BY CORE TECHNOLOGY CORPORATION. CORE TECHNOLOGY CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF SUBSCRIBER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.



G. WITHOUT LIMITING THE FOREGOING, CORE TECHNOLOGY CORPORATION DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

H. CORE TECHNOLOGY CORPORATION MAKES NO WARRANTY OF ANY ABILITY TO DELIVER TIMELY OR ACCURATE SERVICES.

I. The provision of the Core Service Bureau system by Core Technology Corporation involves the likelihood of some human and/or machine errors, delays, interruptions, and losses, including inadvertent loss of data or damage to software, hardware, and media. In no event shall Core Technology Corporation be liable for any such errors, delays, interruptions and losses.

J. Performance of this Agreement by Core Technology Corporation is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of government, war, hostility, terrorism, civil disorder, the elements, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like. Core Technology Corporation shall not be liable for interruptions, delays, or any damages from these causes.

K. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, SUBSCRIBER AGREES THAT THE ENTIRE LIABILITY OF CORE AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CORE IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL FEES PAID BY SUBSCRIBER TO CORE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THAT GAVE RISE TO THE CLAIM.

SUBSCRIBER FURTHER AGREES THAT IN NO EVENT SHALL CORE BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

VI. No Rights in Data

Except for the limited license granted herein, all right, title, and interest, including copyright, in the data and information are and continue to be owned by Core Technology Corporation and/or any of its third party providers.

VII. Indemnification



In addition to indemnification or liability provisions in other sections of this agreement, Subscriber hereby agrees to indemnify, defend and hold harmless Core Technology Corporation, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, complaints, losses, liabilities, setoffs, damages or expenses (including attorney's fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of, are related to, or are based on or reasonably related to the breach of any representation, warranty, obligation or covenant agreed to by Subscriber in this Agreement. This clause shall also be effective against Subscriber and its heirs, assigns, successors, shareholders, officers, directors, employees, agents, affiliates, or representatives.

VIII. Damages and Relief

Subscriber acknowledges and agrees that the provisions of Section II (Access and Limited License) of this Agreement are of a special, unique and extraordinary character and that a breach of any of the terms of Section II will cause immediate and irreparable injury to Core Technology Corporation and its business and such injury is impossible to estimate beforehand. Subscriber agrees that in addition to any other rights, Core Technology Corporation will be entitled to an injunction, restraining order or other equitable relief against Subscriber for the breach of any term of Section II. Subscriber also agrees no bond or other security shall be required for Core Technology Corporation to obtain any such equitable relief. This provision does not limit any other enforcement actions or remedies which may be available for breach of any other provision of this Agreement.

IX. Modification Clause

The terms of this Agreement, including the rate schedule and available services, are subject to change at Core Technology Corporation's discretion without prior notice. Notice of changes of terms will be provided by modification of this page or linked pages and updating the revision date for this page or linked pages. Continued use of this service after the revision date of this page or a linked page is updated constitutes Subscriber's agreement to all the changes.

X. Term and Termination

A. The term of this Agreement begins to run when Subscriber receives a valid user name and password, and runs for a one (1) year term from that date ("Initial Term"), after which this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

B. This Agreement may be terminated as follows:

1. Subscriber may change or discontinue Subscriber's account at any time by contacting Core Technology Corporation at info@coretechcorp.com.
2. Core Technology Corporation has the right to suspend, deactivate or cancel Subscriber's account at any time for any reason. We also have the right to delete any information related to your account on our system.

XI. Effects of Termination. In the event of termination or expiration of this Agreement:

A. All rights granted to Subscriber in this Agreement shall immediately terminate and Core Technology Corporation will immediately cease to perform the Services.



B. If Your services change, You cancel Your subscription, or We suspend, deactivate or cancel Your account, You will not receive any refund and You will remain liable for any charges accruing prior to the termination of Your account.

C. You will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Core Technology Corporation (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

D. You shall return to Core Technology Corporation or at Core Technology Corporation's option purge or destroy all copies of any Confidential Information of Core Technology Corporation in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Subscriber confirming same within thirty (30) days.

E. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

F. Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Core Technology Corporation's right to collect any further invoiced amounts for other professional service fees.

XII. Construction of this Agreement

A. Entire Agreement - The terms and conditions included or incorporated by reference in this agreement constitute the entire agreement between the parties on the subjects covered by this Agreement and supersedes and merges all prior oral or written proposals or understandings. No terms and conditions in any Subscriber orders, or in any other documentation employed by or on behalf of Subscriber in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

B. Non-Assignability - This Agreement shall be binding upon the original parties, and their heirs and successors. However, YOU MAY NOT ASSIGN YOUR SUBSCRIPTION TO ANYONE ELSE.

C. Fair Meaning - This Agreement shall be construed as a whole. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. Each provision shall be given its fair meaning. The paragraph headings have been added for convenience and shall not be used to interpret the Agreement.

D. No Waiver - The rights, remedies and obligations under this Agreement are cumulative. The exercise of any rights and remedies under this Agreement or any other agreement shall not preclude or waive the right to exercise any and all other rights and remedies. A failure of a party, intentional or otherwise, to exercise in any instance any right under this Agreement or any other agreement or law



does not constitute a waiver of any rights related to any other instance. Any waiver of rights by Core Technology Corporation must be made in a signed writing by an authorized agent.

E. Severability and Substitution - If any part of this Agreement is determined to be invalid or unenforceable, including but not limited to, the warranty disclaimer and liability limitations, the remainder of the Agreement shall continue in effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

F. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Subscriber and Core Technology Corporation hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Core Technology Corporation in connection therewith or contemplated thereby.

G. Dispute Resolution. In the event of a dispute, the parties must first attempt to informally negotiate and resolve their conflict at the operational level; i.e., through meeting(s) between each party's representative(s) with decision-making authority. Once all reasonable good faith efforts to do so have been made, an unresolved dispute must be submitted to upper management for another opportunity to negotiate and resolve the conflict by each party's key executives. Such executives shall promptly use all good faith efforts to seek a resolution. All negotiations commence upon the provision of written notice from one party to the other party identifying the Dispute and requesting the opportunity to negotiate a resolution. Either party may seek equitable relief, such as an injunction, prior to or during the negotiations in order to preserve the status quo and protect its interests during the process. All communications, whether oral or written, are confidential and will be treated by the parties as compromise & settlement negotiations for the purposes of the Federal Rules of Evidence as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiations.

H. No Agents - Subscriber and Core Technology Corporation are not agents of each other.

XIII. Independent Investigation

Subscriber represents that it has read this Agreement and freely and voluntarily agrees to all its terms and conditions without modification. Subscriber has independently evaluated the desirability of entering into this Agreement and has the opportunity to review the Agreement with an attorney. Subscriber is not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

XIV. Limitations Period

Any litigation arising out of or related to this Agreement must be brought within one year from the date the event giving rise to the litigation.

XV. Notices



Any Notices to Core Technology Corporation shall be made at the following address:

Core Technology Corporation, 5859 W. Saginaw Highway #217, Lansing, Michigan 48917-2460

XVI. Default Remedies

In the event Subscriber defaults on this Agreement, Core Technology Corporation is entitled to its costs of collection, including costs and reasonable attorney's fees incurred.

Memorandum



TO: Aaron Desentz
City Manager

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

FROM: Phil Biscorner
Director of Parks and Public Spaces

DATE: December 6, 2022

SUBJECT: 2022 Spark Grant Application – 2023 Mid-Michigan/GKB Pathway South Connection Project

The Parks Department is preparing an application for a Michigan Department of Natural Resources (MDNR) “Spark Grant” for the proposed 2023 Mid-Michigan/GKB Pathway South Connection Project.

The pursuit of grants continues to be a resource to help provide additional funds for park projects. Parks staff looks at upcoming projects and analyzes the best funding opportunities for our proposed projects.

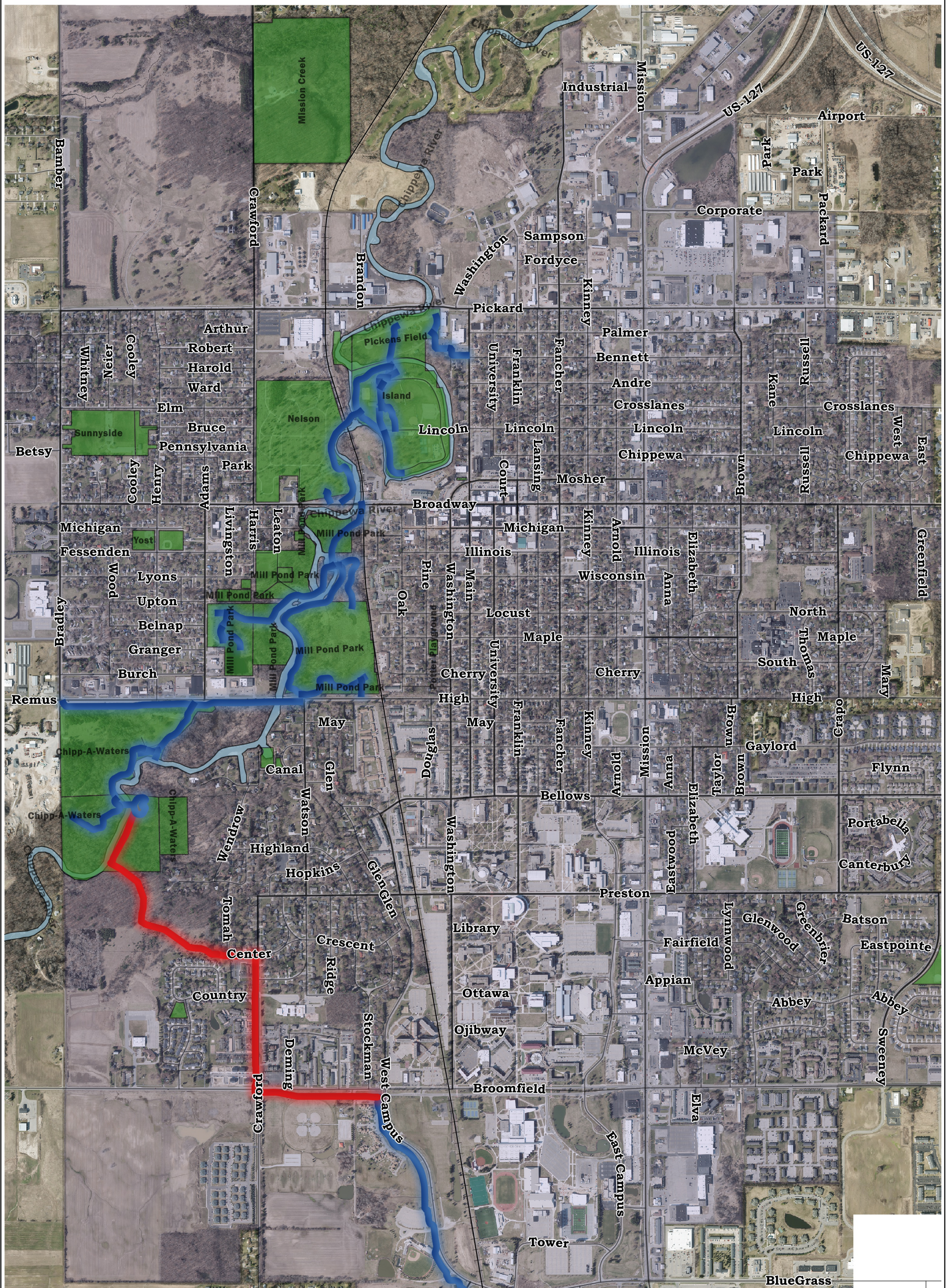
The first round of MDNR Spark Grants carry a December 19 application deadline and awards are announced early the following year.

At this time all that is needed is for the City Commission to adopt a resolution to apply for grant funding for the Mid-Michigan/GKB Pathway South Connection Project.

REQUESTED ACTION

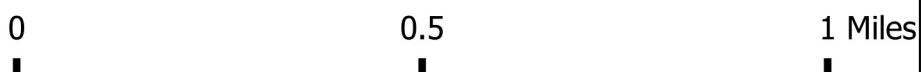
The City Commission adopt the attached resolution.

City of Mt.Pleasant



City of Mt. Pleasant
DIVISION OF PUBLIC WORKS

DIVISION OF PUBLIC WORKS -ENGINEERING DEPARTMENT-



Legend

- Existing GKB Trail
 City Limits
- Proposed GKB Trail
 City Parks

Published: Dec-2-2022

**CITY OF MT. PLEASANT
RESOLUTION OF AUTHORIZATION
SPARK GRANT**

WHEREAS, the City Commission of Mt. Pleasant supports the submission of an application titled, "Mt. Pleasant GKB Trail South" to the Spark grant program for a non-motorized trail extension starting at Chipp-A-Waters Park; and ending at the corner of West Broomfield Street and West Campus Drive, and

WHEREAS, the proposed project is consistent with the Greater Mt. Pleasant Non-Motorized Plan and provides a vital connection for the City and Township residents to access the City's park system and existing 4 miles of paved, non-motorized pathways, and

WHEREAS, the City of Mt. Pleasant, in cooperation with the Isabella County Friends of the Mid-Michigan Community Pathways and the Charter Township of Union, is in the process of developing a 1.3-mile non-motorized trail which establishes a northerly connection point for the trail system, and

WHEREAS, the proposed project is listed in the City's adopted 2022-2027 Capital Improvement Plan, and

NOW THEREFORE, BE IT RESOLVED that Mt. Pleasant City Commission hereby authorizes submission of a Spark Application for \$1,000,000.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by _____ of _____ at their regular meeting held on December 12, 2022, at _____ p.m. in _____, with a quorum present.

Clerk

Dated: _____

Memorandum



TO: Aaron Desentz, City Manager

FROM: Mary Ann Kornexl, Finance Director

DATE: November 29, 2022

SUBJECT: Issuance of Payrolls & Warrants

The City Commission has historically delegated authority to the Finance Director to issue payroll and warrants from the last City Commission meeting of the year to the first of the next year. This allows the City to ensure that vendors receive timely payments during this time. There are also regular and special payrolls during this time. Assuming the City Commission meeting of December 19th will be cancelled and the first meeting of 2023 will be January 9th, I request that this authority be delegated to me from December 13th through January 8th. After January 9th, I will provide the City Commission with a check register of the checks I issue during this time.

Requested Action

Please include the following resolution for consideration on the December 12th City Commission agenda:

Moved by Commissioner _____ and supported by Commissioner _____ to authorize Financial Services Director, Mary Ann Kornexl, to approve the issuance of payrolls and warrants from December 13, 2022 to January 8, 2023.

CHECK REGISTER FOR CITY OF MT PLEASANT

CHECK DATE FROM 11/18/2022-12/01/2022

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
11/30/2022	410 BROADWAY, LLC	SUBSIDY GRANT	\$200.00
12/01/2022	AARON DESENTZ	REIMBURSEMENT	5,374.99
11/30/2022	AARON GRUSS	REIMBURSEMENT	30.00
11/30/2022	AMERICAN LEGAL	CONTRACT SVCS	1,049.18
11/30/2022	ATI GROUP	CONTRACT SVCS	6,832.64
11/30/2022	AVFUEL CORPORATION	AIRPORT FUEL	20.00
11/30/2022	AXIOM WIRING SERVICE, LLC	CONTRACT SVCS	1,186.25
11/30/2022	BLOCK ELECTRIC COMPANY	CONTRACT SVCS	546.26
11/30/2022	BRUCE JORCK	FARMERS MKT	67.95
11/30/2022	C & O SPORTSWEAR	UNIFORMS	651.00
11/30/2022	CARMEUSE AMERICAS	CHEMICALS	6,092.90
11/30/2022	CDW GOVERNMENT, INC	SUPPLIES	1,780.98
11/30/2022	CHRIS BECK	FARMERS MKT	630.25
11/30/2022	CHT TIMING	CONTRACT SVCS	300.00
11/30/2022	CINTAS CORP	SUPPLIES/CONTRACT SVCS	195.14
11/30/2022	CLARK HILL P.L.C.	CONTRACT SVCS	2,817.50
11/30/2022	CMS INTERNET LLC	CONTRACT SVCS	300.00
11/30/2022	CONSUMERS ENERGY	UTILITIES	9,043.24
11/30/2022	COYNE OIL CORPORATION	FUEL	9,790.44
11/30/2022	DAN SODINI	FARMERS MKT	11.40
11/30/2022	DAVID GROTHAUSE	FARMERS MKT	111.95
11/30/2022	DAVID WHITEHEAD	FARMERS MKT	67.75
11/30/2022	DEERE & COMPANY	CAPITAL ACQUISITIONS	9,627.94
11/30/2022	DINGES FIRE COMPANY	SUPPLIES	306.11
11/30/2022	DREW PEREIDA	UMPIRE	30.00
11/30/2022	DUKE'S ROOT CONTROL, INC	CONTRACT SVCS	4,833.95
11/30/2022	ELECTIONSOURCE	CONTRACT SVCS/SUPPLIES	4,610.00
11/30/2022	ETNA SUPPLY	SUPPLIES	1,477.00
11/30/2022	GRAND RAPIDS BUILDING SERVICES INC.	CONTRACT SVCS	2,709.75
11/30/2022	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	3,320.00
11/30/2022	HAVILAND PRODUCTS COMPANY	CHEMICALS	1,688.00
11/30/2022	HOFFMAN CONSTRUCTION	CONTRACT SVCS	17,810.93
11/30/2022	INFOSEND, INC	CONTRACT SVCS	6,031.08
11/30/2022	I-RIDE	CONTRACT SVCS	14.00
11/30/2022	ISABELLA COUNTY - COMMUNITY DEVELOP	CONTRACT SVCS	66.00
11/30/2022	JOHN JOHNSON	FARMERS MKT	98.75
11/30/2022	JON JOSLIN	REIMBURSEMENT	535.00
11/30/2022	KAREN FENTON	FARMERS MKT	87.10
11/30/2022	KERR PUMP AND SUPPLY, INC	CONTRACT SVCS	162.80
11/30/2022	KLUCK NURSERY, INC.	SUPPLIES	3,240.00
11/30/2022	LOUISE WYMER	FARMERS MKT	171.05
11/30/2022	MAGDALENA LOPEZ	REIMBURSEMENT	255.00
11/30/2022	MARK KARIMI	UMPIRE	60.00
11/30/2022	MATT THOMAS	UMPIRE	30.00
11/30/2022	MEDLER ELECTRIC COMPANY	SUPPLIES	28.80
11/30/2022	MHOK, PLLC	PROSECUTORIAL SVCS	7,633.31
11/30/2022	MI MUNI RISK MGMT AUTHORITY	POLICY TERM	76,125.00

CHECK REGISTER FOR CITY OF MT PLEASANT

CHECK DATE FROM 11/18/2022-12/01/2022

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
11/30/2022	MICHIGAN CAT	SUPPLIES	72.74
11/30/2022	MICHIGAN POLICE EQUIPMENT CO	SUPPLIES	807.60
11/30/2022	MID MICHIGAN AREA CABLE	CONTRACT SVCS	450.00
11/30/2022	MID MICHIGAN BUILDERS	CONTRACT SVCS	9,634.00
11/30/2022	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	66.50
11/30/2022	MISSION COMMUNICATIONS, LLC	CONTRACT SVCS	233.40
11/30/2022	PAPAS PUMPKIN PATCH	FARMERS MKT	12.50
11/30/2022	PARTY'S PLUS	EQUIPMENT RENTAL	259.20
11/30/2022	PHOENIX SAFETY OUTFITTERS	UNIFORMS	618.78
11/30/2022	PVS TECHNOLOGIES, INC	CHEMICALS	6,369.54
11/30/2022	RENEE EARLE	FARMERS MKT	260.35
11/30/2022	ROMANOW BUILDING SERVICES	SUPPLIES/CONTRACT SVCS	13,756.87
11/30/2022	SARAH JOHNSON	REFUND	1,200.00
11/30/2022	SERVICE SPECIALISTS OF AMERICA INC	CONTRACT SVCS	1,153.10
11/30/2022	SPACE	CONTRACT SVCS	21,631.63
11/30/2022	STATE OF MICHIGAN	CONTRACT SVCS	11,294.35
11/30/2022	SUMMIT FIRE PROTECTION	CONTRACT SVCS	1,542.75
11/30/2022	SUNRISE ASSESSING SERVICES, LLC	SUPPLIES	38.80
11/30/2022	SUSAN SANDERSON	REIMBURSEMENT	78.00
11/30/2022	THOMAS PACKARD	UMPIRE	60.00
11/30/2022	TRACE ANALYTICAL LABORATORIES, INC.	CONTRACT SVCS	478.00
12/01/2022	TRAVIS WELSH	REIMBURSEMENT	38.67
11/30/2022	TYLOR SHORT	FARMERS MKT	11.40
11/30/2022	UNIFIRST CORPORATION	CONTRACT SVCS	45.39
11/30/2022	USABUEBOOK	SUPPLIES	217.54
11/30/2022	VERIZON CONNECT NWF, INC.	CONTRACT SVCS	210.47
11/30/2022	VETERAN'S ALARM INCORPORATED	CONTRACT SVCS	251.40

COMM TOTALS:

Total of 74 Checks: \$258,844.37

Less 0 Void Checks: 0.00

Total of 74 Disbursements: \$258,844.37