

Regular Meeting of the Mt. Pleasant City Commission
Monday, October 9, 2023
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation recognizing Indigenous Peoples' Day (October 9, 2023).

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

2. Monthly report on police related citizen complaints received.
3. Minutes of the Parks and Recreation Commission (July).
4. Minutes of the Traffic Control Committee (July).
5. Minutes of the Airport Joint Operations and Management Board (August).
6. Annual Report on Experimental Aircraft Association benefit to the airport.

CONSENT ITEMS:

7. Approval of the minutes from the regular meeting held September 25, 2023.
8. Approval of the minutes from the closed session held September 25, 2023.
9. Consider setting a public hearing for October 23, 2023, on the establishment of a Property Assessed Clean Energy (PACE) District and approve resolution of intent on the same.
10. Consider setting a public hearing for October 23, 2023, on proposed PILOT ordinance.
11. Consider approval of Payrolls and Warrants.

PUBLIC HEARINGS:

12. Public hearing on an ordinance to amend the City Snow and Ice Removal from Sidewalks ordinance and consider approval of the same.

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. Public hearing on an ordinance to amend the City Parking Ordinance and consider approval of the same.

NEW BUSINESS:

14. Consider a sole source contract with T.H. Eifert to update the controls on the City Hall HVAC system and consider budget amendment for the same.
15. Consider allocating General Funds to continue to cover the costs for the Outdoor Ice Rink and if so, approve a \$2,000 budget amendment for a new liner.
16. Consider approving the GM Dealer Community Charging Program agreement as presented and direct staff to sign all necessary documents.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION:

17. Weed and tall grass ordinance discussion.

CLOSED SESSION:

18. Consider closed session pursuant to Section 8(1)(e) of the Open Meetings Act to consult with the City Attorney regarding trial or settlement strategy in connection with pending litigation.

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

OCTOBER 09, 2023

FROM: AARON DESENTZ, CITY MANAGER

SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

Consent Items:

9. Consider setting a public hearing for October 23, 2023, on the establishment of a Property Assessed Clean Energy (PACE) District and approve resolution of intent on the same.
 - a. Following a presentation from Mary Freeman of Lean & Green Michigan, the City Commission stated an interest in considering a PACE (Property Assessed Clean Energy) program. The program allows a governing body to establish a PACE district by Resolution. Property owners within the district can borrow from financial institutions for energy efficiency, water efficiency, or renewable energy projects and have the payments made as part of a special assessment. This would keep the project costs with the property rather than the owner making transfer of these properties easier than other financing programs. Commercial, industrial, and multi-family residential (minimum of four units) are eligible for participation in the program. The City Commission is asked to set a public hearing on October 23rd in order to consider establishing the PACE program within the City.
10. Consider setting a public hearing for October 23, 2023, on proposed PILOT ordinance.
 - a. In July, Spire Development presented their proposed PILOT project to the City Commission. The proposed development of 410 Mill Street and 200 Walnut Street would add 49 low-income rental units to the City of Mt. Pleasant. The City Commission later provided staff guidance to seek a 4% PILOT and 4% municipal services rate for the proposed development which the developer agreed to. In order to move forward with this development, the City Commission must establish an ordinance that governs the PILOT program related to the proposed development. The first step in this process is to set a public hearing at the next City Commission meeting prior to adoption of the proposed ordinance. The proposed ordinance sets the PILOT rate, terms of payment, when the payment is to be made, and the duration of the PILOT program (set to not more than 30 years). In addition to the PILOT ordinance, staff is also submitting a draft Municipal Service Agreement to the City Commission codifying the 4% municipal services rate so a resolution can be passed once the ordinance is adopted.

Public Hearings:

12. Public hearing on an ordinance to amend the City Snow and Ice Removal from Sidewalks ordinance and consider approval of the same.
 - a. At the May 22nd City Commission meeting, a work session was held where Commissioners provided feedback on the City's sidewalk snow removal efforts and overall walkability. From that feedback, staff has developed the attached ordinance

which requires property owners to remove snow and ice from sidewalks 24 hours after a snow or ice event. City staff will continue to provide snow removal services on sidewalks already established in the City's program. The City Commission is asked to hold the public hearing on the proposed ordinance and to adopt the ordinance once the hearing has concluded.

- i. Recommended Action: A motion to adopt the ordinance as proposed.

13. Public hearing on an ordinance to amend the City Parking Ordinance and consider approval of the same.

- a. The City Commission is asked to hold a public hearing to consider an update to the City's ordinance that establishes rules for parking. The amended ordinance modifies definitions to the previous ordinance, removes the even/odd overnight parking system and establishes a system for parking lot snow removal similar to the snow emergency process, provides reference to special parking arrangements for future ease of recall, and establishes regulations for parking at electric car charging stations.

- i. Recommended Action: A motion to adopt the ordinance as proposed.

New Business:

14. Consider a sole source contract with T.H. Eifert to update the controls on the City Hall HVAC system and consider budget amendment for the same.

- a. T.H. Eifert is the preventative maintenance contractor for the City's HVAC system. We received a bid from them to replace the HVAC control system for \$81,205. Staff budgeted \$70,000 for the work and is asking for a budget amendment of \$11,205. The goal of the upgrade is to achieve an Energy Star Rating through Consumers Energy in the future.

- i. Recommended Action: A motion to approve a sole source contract with T.H. Eifert in the amount of \$81,205.00 to update the control system on the HVAC system at City Hall and amend the budget in the amount of \$11,205 to cover the cost of the project.

15. Consider allocating General Funds to continue to cover the costs for the Outdoor Ice Rink and if so, approve a \$2,000 budget amendment for a new liner.

- a. In your City Commission packet is a report from Phil Biscorner, Director of Parks, Recreation, and Public Spaces. The report details the operations and cost of the City's ice rink. The City Commission is asked to consider future operations of the ice rink and a budget amendment of \$2,000 in the General Fund to cover the cost of a replacement liner for the ice rink.

- i. Recommended Action: The City Commission to decide to allocate General Funds to continue to cover the costs and if so, approve a \$2,000 budget amendment for a new liner

16. Consider approving the GM Dealer Community Charging Program agreement as presented and direct staff to sign all necessary documents.

- a. Following a presentation to the City Commission on August 28th regarding a proposed EV charging station program, staff have been approached by another firm with a similar program. Staff reviewed the proposed programs and found that the first-offered program that was presented to the City Commission (the GM Dealer Community

Charging Program) was the most beneficial program. The City Commission is now asked to consider the proposed agreement which:

- Installs EV chargers at parking lots 2, 3, and 13 (Jockey Alley, Town Center, and City Hall)
- Establishes a revenue share of \$0.03 per KWH which will be provided to the City
- Makes all installation, maintenance, and upgrades the responsibility of the GM program and not the City
 - i. Recommended Action: A motion approving the GM Dealer Community Charging Program agreement as presented and direct staff to sign all necessary documentation

Work Session:

17. Weed and tall grass ordinance discussion.

- a. The City Commission has expressed interest in discussing the City's ordinance regulating tall grass and weeds. Public Safety Director Paul Lauria has included a memo in your City Commission packet on the subject. The memo addresses the City's current ordinance (96.05) which is also included in the packet. A copy of the ordinance from Ann Arbor is also included in your packet. There are several discussion points worth reviewing:
 - What is the goal of an ordinance change?
 - Will it be allowed for weeds to occupy a certain percentage of a lawn beyond the current regulation? (Please note the definition of weeds in the City's ordinance as it may not align with conventional definition.)
 - Is the goal to allow for a differentiation from the mowing requirements?
 - Is there a consideration for a certain percentage or area of a yard to be not mowed/uncultivated?

Closed Session:

18. Consider closed session pursuant to Section 8(1)(e) of the Open Meetings Act to consult with the City Attorney regarding trial or settlement strategy in connection with pending litigation.

- a. The City Commission is asked to go into a closed session to consult with the City Attorney regarding trial or settlement strategy in connection with pending litigation
 - i. Recommended Action: A motion to enter closed session pursuant to Section 8(1)(e) of the Open Meetings Act to consult with the City Attorney regarding trial or settlement strategy in connection with pending litigation

PROCLAMATION

- WHEREAS,** the Indigenous peoples of this land have inhabited these territories for thousands of years, cultivating vibrant cultures, traditions, and rich histories that are integral to the fabric of our nation; and
- WHEREAS,** the injustices and hardships endured by Indigenous peoples throughout history, including forced displacement, violence, and discrimination, have left lasting scars; and
- WHEREAS,** we honor the resilience and strength of Indigenous peoples who have persisted in the face of adversity, preserving their languages, customs, and spiritual practices for future generations; and
- WHEREAS,** we acknowledge that Indigenous Peoples Day provides an opportunity for all individuals to learn about the diverse cultures, languages, and traditions of Indigenous peoples and to engage in meaningful dialogue to promote understanding, respect, and reconciliation;
- NOW, THEREFORE,** I, Amy Perschbacher, Mayor of the City of Mt. Pleasant do hereby recognize October 9, 2023, as a day of remembrance for Indigenous Peoples; and
- FURTHER,** The Mt. Pleasant City Commission encourages our residents to reflect upon and recognize the ongoing struggles and challenges faced by Indigenous communities and stand in solidarity with them.
- AND FURTHER,** The City of Mt. Pleasant City Commission recognizes the value of working collaboratively together with the Saginaw Chippewa Indian Tribe and looks forward to fostering a spirit of inclusivity, respect, and cooperation within our community.

In Witness Whereof, I hereunto set my hand and the Great Seal of the City of Mount Pleasant, Michigan, this 9th day of October 2023.

Amy Perschbacher, Mayor
City of Mount Pleasant, Michigan

APPROVED MINUTES

Mt. Pleasant Parks and Recreation Commission

Tuesday, July 25, 2023, 6:00 p.m.

CALL TO ORDER – 6:00 p.m.

PLEDGE OF ALLEGIANCE

ATTENDANCE/DECLARATION OF QUORUM

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

APPROVAL OF AGENDA/MINUTES & COMMISSION BUSINESS

- A. Changes/Approval of Agenda – motion by LaLonde, second by Mitchell to approve the agenda as presented. All Ayes.
- B. Approval of Minutes – motion by LaLonde, second by Sponseller to approve the minutes from the meeting Tuesday, June 27, 2023. All Ayes.

PUBLIC COMMENTS - None

DEPARTMENT REPORTS

- A. Recreation & Parks
 - Start Smart Golf started today at Sunnyside Park.
 - Farmer's market celebrated their 50th Anniversary with a ribbon cutting at Island Park on July 20. It was a beautiful day with great attendance.
 - Movies by Moonlight will be moving from Saturdays in August to September. Staff can start the movie earlier so we are not running too late (past 10 pm) for families to attend.
 - Full-time staff Logan Schafer transferred to Streets, leaving a full-time position open. The hiring process has been approved and the position is posted internally.

OLD/NEW BUSINESS

- A. Recreation Needs Assessment – consultant & survey portion of assessment has been approved. Staff will share timeline once in place – this process should take 4 months and is to be completed by year-end.
- B. Pavilion Grant – Farmers' Market – MEDC grant available (MI Community Center Grant) Program specific to gathering spaces for up to \$2.5 million. The Farmer's market pavilion meets these guidelines. The area would be multi-use (market, events, ice rink). Staff working to meet end of August deadline.
Motion by LaLonde, second by Sponseller supporting of the resolution being presented to the City Commission at their Aug. 14 meeting for the submission of an application titled Island Park South/Farmers' Market Pavilion Replacement to the MI Community Center grant program.
All Ayes.
- C. Parks Maintenance Plan Draft – staff will share plan once received.

OTHER BUSINESS/COMMISSIONER COMMENTS None

ADJOURNMENT 6:23 p.m.

Traffic Control Committee (TCC) Minutes

Thursday, July 27, 2023 at 8:30 a.m. – Microsoft Teams

Present: Stacie Tewari, Jason Moore, Matt Weaver, Manuela Powidayko, Michelle Sponseller, Mike Williams

- Approve minutes of May 22, 2023 meeting
 - Approved, no comments.
- Consider request to make the intersection of Cherry and Oak Streets a four-way stop
 - Stacie reviewed warrants based on volumes and accidents. This intersection does not meet warrants for a 4-way stop.
 - No changes to be made.
- Consider request to remove “15-Minute Parking” sign from 121 S. Kinney from current property owner. Sign was requested by previous property owner.
 - Signed has been removed. No issue by TCC. Stacie to prepare TCO to finalize change.
- Consider request to install a “No Parking” sign at the dead end turnaround on North Washington near 603 N. Washington
 - Request for sign by new property owner for a short term rental. Concern that tenants/guests will think city r.o.w. is part of property parking.
 - Approved by TCC. Stacie to prepare TCO to install sign.
- Discuss removal of the two portable pedestrian signs on Broadway Street
 - 2 votes to remove signs, 4 votes to keep them in place
 - TCC agreed to move sign at Broadway/Franklin one block east to Lansing to see if the sign will be hit/moved less.
 - Sign at Green Tree to remain in same location for now.
 - Continue to monitor both signs and revisit item at future meeting.
- Discuss addition of “Right Turn Only” sign on Lincoln at N. Main Street (top of hill exiting Island Park)
 - TCC voted to not add this as a permanent sign, but to recommend to parks department to add “right turn only” signs temporarily during busy events at the park. Lions Club does this for chicken fundraiser, and it works well. Sign not needed during non busy times in park.
 - Stacie to follow up with person making request.

Next meeting scheduled for September 21, 2023 on MS Teams

AIRPORT JOINT OPERATIONS AND MANAGEMENT BOARD

Meeting Minutes

Thursday, August 17, 2023

3:30 – 5:00 p.m.

Airport Terminal Building

I. Call to Order

Chairman Nanney called the meeting to order at 3:34 p.m.

II. Roll Call

Member	Present
Aaron Desentz	Yes (arrived 3:45 p.m.)
James McBryde	Yes (arrived 3:40 p.m.)
Rodney Nanney	Yes
Tim Nieporte	Yes
Gayle Ruhl	No - Excused

Staff present: Bill Brickner, Jason Moore

III. Additions/Deletions to Agenda

None

Motion by McBryde, support by Nieporte, to accept the agenda as written

Motion passed unanimously

IV. Public Input on Agenda Items

None

V. Approval of Meeting Minutes – June 2023 – Attachment

Motion by McBryde, support by Nieporte, to approve the June meeting minutes as written

Motion passed unanimously

VI. Airport Manager’s Report – June and July 2023 – Attachments

Brickner provided the manager’s reports for June and July

VII. Old Business

a. New hanger and terminal building project:

- ✓ \$1.3 Million estimate for 120’x120’ hanger building today
- ✓ \$5 Million “sweet spot” for potential state funding (Jim McBryde)

i. In what ways will this enhance the Airport long-term?

- (1) *Fix existing terminal building infrastructure/emergency power deficiencies*
- (2) *Expand use of the airport for overnight hanger rentals and short-term de-icing and summer cooling rentals*
- (3) *Expand capacity for additional aircraft to be stationed here*
- (4) *New facility attractive to aircraft mechanics to be stationed here*
- (5) *Additional space for the simulator and other rentals*
- (6) *Additional amenities to attract pilots and guests*
- (7) *Opportunity for MMDC presence at the Airport*
- (8) *Maximize the Airport's economic vitality through expanded potential for locally based aircraft, facility rental income, and fuel sales*
- (9) _____ (add to list?)

ii. How do we move forward without adversely impacting the City budget?

- (1) Union Township/MMDC - MDARD Rural Readiness Grant program request to evaluate land along the US-127 corridor for expanded economic development opportunities (part of Twp. Master Plan update)
- (2) U.S. Economic Development Administration Recompete Pilot Program grant opportunity?
- (3) _____

b. What are we missing that is a must to add to our agenda?

VIII. New Business

a. Multi-modal charging station update

Update to be provided at September meeting

b. 2023 Mt. Pleasant Area Convention and Visitors Bureau – Destination Development Grant Application – Attachment

City will submit a grant application for new signs and courtesy car maintenance

IX. Announcements on Airport Related Issues and Concerns

None

X. Public Comment on Non-Agenda Items

None

XI. Adjournment

Chairman Nanney adjourned the meeting ta 4:37 p.m.

Memorandum



TO: Aaron Desentz, City Manager

FROM: Jason Moore, DPW Director

DATE: September 26, 2023

SUBJECT: Experimental Aircraft Association Chapter 907
Lease Renewal Benefits Update

Approximately six years ago, the Experimental Aircraft Association (EAA) Chapter 907 moved into one of the oldest hangars at the Mt. Pleasant Municipal Airport. They spent approximately \$5,000 and 100 man hours cleaning, repairing, and modifying the hangar to be a usable space. The EAA continues to maintain the hangar and complete minor repairs when needed.

In 2019, the EAA began construction of a home-built aircraft in the hangar. Local youth participate in the project on Saturdays, with an average of five attending each session. Several EAA members donate their time, tools and expertise and, when complete, it will be a fully functioning experimental aircraft.

The EAA's Young Eagles program offers youth ages 8-17 the opportunity to learn about avionics and inspires them to consider careers in the aviation field. The EAA pilots volunteer their time and aircraft, at an average cost of \$35-40 per hour. To date, more than 1,000 youth have participated in the annual Young Eagles events.

EAA members also assist the airport manager with airport tours and job shadowing to students and other groups to learn about the day-to-day airport operations, as well as the mechanics of flying an airplane. Some of the EAA pilots have allowed students to sit in and work the controls of their personal aircraft.

The EAA is not solely focused on youth-based activities or events. The annual Fly In/Drive-In Breakfast brings over 100 visitors and 30 aircraft to the airport, while the Wings and Wheels event allows an estimated 300 attendees to observe 100 classic cars and 40-50 aircraft. Wings and Wheels is open to the public and all proceeds benefit the EAA's scholarship fund and St. Jude Children's Research Hospital.

In conclusion, the EAA has been a valued partner in providing fun and educational opportunities and activities at the airport that are well-attended and enjoyed by the participants. The decision to allow the EAA to occupy the hangar free of charge has proven beneficial to the City, and I recommend they be allowed to do so for another year.

Minutes of the regular meeting of the City Commission held Monday, September 25, 2023, 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, Vice Mayor Mary Alsager; Commissioners Brian Assmann, Liz Busch, Bryan Chapman, Maureen Eke & Boomer Wingard

Commissioners Absent: None

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

Moved by Commissioner Eke and seconded by Commissioner Wingard to approve the agenda as presented. Motion unanimously adopted.

Receipt of Petitions and Communications

Received the following petitions and communications:

1. Planning Commission August Meeting Minutes.

Moved by Commissioner Eke and seconded by Commissioner Wingard to approve the following items on the Consent Calendar:

2. Minutes of the regular meeting of the City Commission held September 11, 2023;
3. Contract with Wonsey Tree Service of Alma, Michigan for 2024-2025 tree trimming and removal at a cost of \$130/hr for tree trimming; \$210/hr for tree removal and \$260/hr for emergency work.
4. Authorization of Grant Application Assurance form for Mt. Pleasant Area Community Foundation grant in the amount of \$38,823 to replace thermal imaging units used in the Fire Department.
5. Resolution authorizing an amendment to the Standard Lighting Contract with Consumers Energy for the Pickard-Bradley intersection.
6. Resolution authorizing Michigan Department of Natural Resources (MI-DNR) Urban and Community Forestry Program Grant Application – Town Center Civic Space Project for \$50,000.

WHEREAS, the City Commission of Mt. Pleasant supports the submission of an application titled, Town Center Civic Space Project Tree Replacement to the Michigan Department of Natural Resources Urban and Community Forestry Grant Program and,

WHEREAS, the City of Mt. Pleasant is hereby making a financial commitment to the project in the amount of \$38,990 in matching funds, and,

NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby authorizes submission of a Michigan Department of Natural Resources Urban and Community Forestry Grant Program Application for \$50,000.

7. Receive proposed Ordinance to amend Title IX: General Regulations, Chapter 98. Streets and Sidewalks §98.37 *Snow and Ice Removal From Sidewalks* of the Code of Ordinances of the City of Mt. Pleasant to require snow and ice removal from sidewalks 24 hours after a snow or ice event and set a public hearing on same for Monday, October 9, 2023 at 7:00 p.m.
8. Receive proposed Ordinance to amend Title VII: Traffic Code, Chapter 71. Parking Regulations of the Code of Ordinances of the City of Mt. Pleasant to modify definitions, remove even/odd overnight parking system and establish a system for parking lot snow removal, provide reference to special parking arrangements for future ease of recall, and establish regulations for parking at electric car charging stations and set a public hearing on same for Monday, October 9, 2023 at 7:00 p.m.
9. Budget amendment to authorize the purchase of network firewall equipment in the current fiscal year.
10. Receive proposed Ordinance to amend Table 154.405.A District Standards: CD-4 General Urban and CD-5 Urban Center Character Districts of the Mt. Pleasant Zoning Ordinances regarding driveway widths and set a public hearing for Monday, October 23, 2023 at 7:00 p.m. on same.
11. Receive proposed Ordinance to amend Table 154.410.A Building and Lot Principal Use, Section 154.410.B Special Uses and Article VII of the Mt. Pleasant Zoning Ordinances regarding institutional uses and set a public hearing for October 23, 2023 at 7:00 p.m.
12. Receive proposed Ordinance to amend Table 154.405.A District Standards: CD-3L Sub-Urban Large, CD-3 Sub-Urban, CD-04 General Urban Character Districts of the Mt. Pleasant Zoning Ordinances regarding the ratio of houses versus garage at frontage and set a public hearing for October 23, 2023 at 7:00 p.m.
13. Payrolls and Warrants dated September 14 & 22, 2023 all totaling \$813,907.12. Motion unanimously adopted.

The City Commission prioritized and approved submission of City requests for fall 2023 Saginaw Chippewa Indian Tribe 2% allocations.

Announcements on City-Related Issues and New Business

Commissioner Wingard asked residents to consider receiving the COVID booster if haven't already done so and announced that each household is eligible to receive four free testing kits.

Commissioner Busch announced that the Mt. Pleasant Farmers Market will be closing soon for the season.

Commissioner Eke announced Indigenous Peoples' Day is Monday, October 9, 2023.

Public Comment on Agenda and Non-Agenda Items

Douglas Collins of Winchester Towers addressed the Commission regarding his concerns for the safety of the visually and physically impaired regarding the scooters in the City and wishes the scooters were not allowed here.

WORK SESSION - 2024 PROPOSED OPERATING BUDGET

Finance Director Chris Saladine provided a review of the 2024 proposed Operating Budget and Manager Desentz followed the presentation by leading a discussion regarding the future of Streets, PEAK and Recreation funding.

The Commission recessed at 8:30 p.m. and went back into open session at 8:39 p.m.

Moved by Commissioner Chapman and seconded by Commissioner Eke to conduct a closed session pursuant to subsection 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute.

AYES: Commissioners Alsager, Assman, Busch, Chapman, Eke, Perschbacher & Wingard

NAYS: None

ABSENT: None

Motion unanimously adopted.

The Commission went into Closed Session at 8:40 p.m. Closed session ended at 8:51 p.m. A separate set of minutes was taken for the closed session.

Moved by Commissioner Assmann and seconded by Commissioner Eke to terminate the third-party administrator contract with Trustmark Health Benefits. Motion unanimously adopted.

Moved by Commissioner Wingard and seconded by Commissioner Eke to authorize staff to sign a sole source contract with Insight Benefit Administrators for the oversight, processing and administration of the City's health insurance benefit plans. Motion unanimously adopted.

Moved by Commissioner Eke and seconded by Commissioner Assmann to adjourn the meeting at 8:53 p.m. Motion unanimously adopted.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

City of Mt. Pleasant, Michigan




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

PUBLIC SAFETY
804 E. High • 48858
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PUBLIC WORKS
320 W. Broadway • 48858
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MEMORANDUM

TO: Aaron Desentz, City Manager

FROM: Brian Kench, Building Official 

DATE: Monday, September 25, 2023

SUBJECT: Property Assessed Clean Energy Program – PACE

As you recall, Mary Freeman from Michigan Lean & Green, did a short presentation on September 11, 2023, before the City Commission regarding the Property Assessed Clean Energy program (PACE). The presentation focused on the benefits of establishing a PACE district, that would provide funding options for qualifying projects utilizing renewable energy systems and energy efficiency upgrades for commercial properties.

Staff from Lean and Green Michigan will be available at the time of the public hearing to address questions that may come up by members of the public and the Commission. Following the hearing, we will request the City Commission approve the attached resolution as required to participate in the program and designate Lean and Green Michigan as our PACE administrator. Once approval is granted, Lean and Green will work with area lending institutions on program requirements to ensure the criteria for the energy project can be met. The property owner will be responsible for securing owner-arranged finance from one of these lenders or other approved financing.

Staff suggests the entire City be designated as Mt. Pleasant's PACE district, which will allow commercial buildings to add energy saving features to qualify for special funding.

REQUEST:

Recommend that the City Commission set a public hearing on October 9, 2023, for a public hearing on October 23, 2023, to establish the City of Mt. Pleasant as a Property Assessed Clean Energy Program – PACE District and approve the Resolution of Intent.

Following the public hearing, staff is recommending the City Commission adopt the attached resolution to establish the City of Mt. Pleasant as a Property Assessed Clean Energy Program – PACE District.

CITY OF MOUNT PLEASANT, MICHIGAN

**RESOLUTION OF INTENT TO ESTABLISH A PROPERTY ASSESSED
CLEAN ENERGY PROGRAM AND CALLING PUBLIC HEARING**

Minutes of a regular meeting of the City of **Mt. Pleasant** Commission, Michigan, held at 320 W. Broadway, Mt. Pleasant, MI 48858 on October 23, 2023, at 7:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, the City of Mt. Pleasant Commission intends to authorize the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the City of Mt. Pleasant Commission intends to find that financing energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the City of Mt. Pleasant; and

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Commission; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, the City of Mt. Pleasant Commission intends to create PACE districts from time to time based on applications from specific eligible properties; and

WHEREAS, the City of Mt. Pleasant Commission intends to join Lean & Green Michigan™, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the “PACE Administrator”) to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of Act 270 (the “PACE Report”) shall be available on the City of Mt. Pleasant’s website <https://www.mt-pleasant.org/>, and shall be available for viewing at the office of the City of Mt. Pleasant Clerk located at: 320 W. Broadway, Mt. Pleasant, MI 48858.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Mt. Pleasant Commission, being fully apprised of the PACE Program, finds that financing energy projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, improves property values and increases employment in the City.
2. The City of Mt. Pleasant Commission, by adoption of this Resolution, formally states its intention to establish a PACE district, including the addition, from time to time, of certain eligible properties, based on applications from such properties and a PACE Program as described in and for the reasons set forth in this Resolution.
3. The City of Mt. Pleasant Commission formally states its intention to provide a property owner based method of financing and funds for energy projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no City of Mt. Pleasant’s moneys, general City of Mt. Pleasant taxes or City of Mt. Pleasant credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to Act 270.
4. The City of Mt. Pleasant Commission, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.
5. The City of Mt. Pleasant Commission hereby sets a public hearing for October 23, 2023, at 7:00p.m. in the City Commission Roof at 320 W. Broadway, Mt. Pleasant, MI 48858 to receive comments on the proposed PACE Program, including the PACE Report.
6. The City of Mt. Pleasant Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in the City of Mt. Pleasant as a display advertisement prominent in size. The City of Mt. Pleasant Clerk shall maintain on file for public review a copy of the PACE Report and shall cause the PACE Report to be available on the City of Mt. Pleasant’s website in accordance with the requirements of Act 270.

7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Members _____

NAYS: Members _____

ABSENT: Members _____

RESOLUTION DECLARED ADOPTED.

Heather Bouck, Clerk
City of Mt. Pleasant _____

The foregoing is a true and complete copy of a resolution adopted by the City of Mt. Pleasant Commissioners at a regular meeting held on October 23, 2023, notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.

Heather Bouck, Clerk
City of Mt. Pleasant



**CITY OF MOUNT PLEASANT
MICHIGAN**

PACE PROGRAM

_____, 2023

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Lean & Green Michigan™ PACE Program

Executive Summary

Public Act No. 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government or the private lender through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ (“LAGM”) has developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs and duplication. Further, this approach creates one efficient statewide market, allowing property owners, lenders and clean energy contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.



**CITY OF MOUNT PLEASANT
MICHIGAN**

PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from the City of Mount Pleasant (“City”). The PACE Program and Report were approved by the City Commission on October 23, 2023, following the public hearing on the same.

INTRODUCTION

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in the City of Mount Pleasant, the City Commission established the City of Mount Pleasant Property Assessed Clean Energy Program and PACE district pursuant to Public Act No. 270 of 2010 (“Act 270”) by joining Lean & Green Michigan™ (“LAGM,” the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance the implementation of energy efficiency improvements, renewable energy systems and energy projects within the City of Mount Pleasant PACE district (which is coterminous with the City of Mount Pleasant jurisdictional boundaries).

The City Commission passed a Resolution of Intent to create a PACE Program and a PACE district by joining the Lean & Green Michigan statewide PACE program on April 12, 2023. The City Commission published its first version of this PACE Report thereafter, and held a public hearing on October 23, 2023. The City Commission passed a Final Resolution adopting this PACE Program and PACE district following the public hearing on October 23, 2023.

The purpose of this PACE Report (hereinafter the “Report”) is to fulfill the requirements of Act 270. Section 9 of Act 270 requires a Report that includes: a form of contract between Mount Pleasant and the record owner; identification of an official authorized to enter into program contracts on behalf of Mount Pleasant; a maximum aggregate amount for financing provided by Mount Pleasant under the program; an application process and eligibility requirements; a method for determining interest rates, repayment periods and the maximum amount of assessment; explanation of how assessments will be made and collected; a plan for raising capital; information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the energy project; a requirement of an appropriate ratio of the amount of assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audits, ongoing savings measurements and performance guarantees for projects over \$250,000 in assessments.

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific energy efficiency and renewable energy improvements to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The **Building Official** or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of City of Mount Pleasant in consultation with Lean & Green Michigan, LLC (“LAGM”). The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

As part of Lean & Green Michigan™, LAGM will act as PACE administrator and will manage the City of Mount Pleasant's PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining owner-arranged financing.

3. Financing Parameters

In establishing its PACE district, Mount Pleasant intends for PACE projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Mount Pleasant in 2022 shall be zero dollars. The maximum aggregate dollar amount for financing provided by Mount Pleasant may be adjusted and/or amended on an annual basis or more frequently by the City Commission and will remain at zero dollars unless and until it is changed.

Mount Pleasant shall not provide any financing for PACE projects under Mount Pleasant's PACE Program. Mount Pleasant's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by Mount Pleasant under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements, as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-

specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific energy efficiency improvement(s), water efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official on behalf of Mount Pleasant and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official on behalf of the City of Mount Pleasant without objection by the property owner, will be finally established against the property and the energy projects to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in semi-annual installments pursuant to Section 13(2) of Act 270. The Authorized Official, on behalf of the City of Mount Pleasant, will confirm the Special Assessment Roll.

The Isabella County Delinquent Tax Revolving Fund (“DTRF”) shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and no City or County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from the City or County through the DTRF in the PACE Special Assessment Agreement.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Mount Pleasant helps its constituent property owners gain access to private capital made available through the statewide program. Mount Pleasant authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

8. Reserve Fund

By participating in LAGM, Mount Pleasant assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan

Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by Mount Pleasant.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the energy project(s) and financing mechanism(s) involved.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement’s dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the “as completed” value of the property or the current market value of the property plus 75% of the value of the PACE project.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property, if the property owner and the lender providing financing calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 95% of the market value of the property. If the property owner and the lender providing financing calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as

an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Mount Pleasant gains access to this program and agrees to partner with LAGM in educating businesses in Mount Pleasant about opportunities to save energy, save money and improve their property value. The City authorizes the use of Mount Pleasant's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: www.leanandgreenmi.com; or at Mount Pleasant's website at www.mt-pleasant.org.

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- i. Business integrity review on clean energy contractors conducted by Michigan Saves;
- ii. Background check process on clean energy contractors conducted by Michigan Saves; and
- iii. Other general due diligence as may be necessary or required.

15. Audit Requirement

As set forth in the PACE Program Application, a baseline energy audit must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Projects Over \$250,000

As set forth in the PACE Special Assessment Agreement, energy projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the Mount Pleasant PACE program as necessary from time to time, in consultation with Mount Pleasant and upon approval of the Mount Pleasant City Commission of any such amendment.

**APPENDIX A
SPECIAL ASSESSMENT AGREEMENT**

SPACE ABOVE FOR RECORDING PURPOSES

**PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)**

by and among

CITY OF MOUNT PLEASANT, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

City of Mount Pleasant PACE Special Assessment Agreement

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APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT

City of Mount Pleasant PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT **(OWNER-ARRANGED FINANCING)**

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this [INSERT DATE] among City of Mount Pleasant, a Michigan City corporation (the “City”), whose address is 320 W. Broadway, Mt. Pleasant, MI 48858, PROPERTY OWNER, a Michigan limited liability company (the “Property Owner”), whose address is INSERT ADDRESS, and PACE LENDER, a Michigan limited liability company (the “Lender”), whose address is INSERT ADDRESS.

RECITALS:

A. Pursuant to Act 270 and a resolution adopted by the City of Mount Pleasant City Commission on [INSERT DATE], Mount Pleasant has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Energy Projects on the property.

B. Under Act 270, the City of Mount Pleasant is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Energy Projects in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake certain Energy Projects on commercial property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the City of Mount Pleasant enter into this Agreement to impose a special assessment on the property to be benefitted by the Energy Projects, in accordance with Act 270, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to Act 270 and the PACE Program, the City of Mount Pleasant is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the City, the Property Owner and the Lender agree that:

City of Mount Pleasant PACE Special Assessment Agreement

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in Act 270 and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) “**Act 270**” means Act 270 of the Michigan Public Acts of 2010, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(b) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(c) “**Applicable Interest Rate**” means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(d) “**Authorized Official**” means the [NAME], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(e) “**Default Rate**” means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(f) “**Energy Efficiency Improvement**” means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the City of Mount Pleasant City Commission.

(g) “**Energy Project**” means the installation or modification of an Energy Efficiency Improvement or the acquisition, installation, or improvement of a Renewable Energy Improvement.

(h) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine

City of Mount Pleasant PACE Special Assessment Agreement

restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) “**General Property Tax Act**” means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) “**Improvements**” means the Energy Efficiency Improvements and the Renewable Energy Improvements being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) “**LAGM**” shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) “**Lean & Green Michigan™**” means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) “**Lender**” has the meaning set forth in the preamble.

(o) “**Loan**” means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) “**Loan Documents**” means the Loan Agreement, dated as of [INSERT DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) “**Owner-Arranged Financing**” means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the City.

(r) “**PACE Program**” shall mean the property assessed clean energy program implemented by the City pursuant to Act 270 and the PACE Program Report to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the City of Mount Pleasant City Commission on [INSERT DATE], including any amendments or changes thereto made before the date of this Agreement.

(t) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

(u) “**Property Owner**” has the meaning set forth in the preamble.

City of Mount Pleasant PACE Special Assessment Agreement

(v) “**Renewable Energy Improvement**” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy Improvement includes a biomass stove but does not include an incinerator or digester.

(w) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in Act 270 until such amounts have been paid in full.

(x) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to Act 270.

(y) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the City and which is more particularly described on the attached **Appendix B**.

(z) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the City makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the

City of Mount Pleasant PACE Special Assessment Agreement

total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the City or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Energy Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Energy Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the City hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the City finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the City on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [INSERT LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the City. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the

City of Mount Pleasant PACE Special Assessment Agreement

foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The City, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the City shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the City may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the City’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the City of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the City may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of Act 270, the City hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the City, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the City; (ii) the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the City of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the City shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

City of Mount Pleasant PACE Special Assessment Agreement

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the City's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the City.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of City of Mount Pleasant, State of Michigan.

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the City.

(e) The City agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the City of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special

City of Mount Pleasant PACE Special Assessment Agreement

Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the City a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the City for City taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the City, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the City from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the City to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the City to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the City upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the City or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the City, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the City stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the City shall take such actions as may be required to cause

City of Mount Pleasant PACE Special Assessment Agreement

the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the City taxes under the General Property Tax Act and the ordinances of the City. The City may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the City shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the City in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The City shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the City pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the City of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the City shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The City hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the City from the City of Mount Pleasant Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the City from the City of Mount Pleasant Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the City advance to the Lender the amount of any unpaid Payment Default Amount, and the City shall be obligated to pay over to the Lender only such sums as are actually received by the City of Mount Pleasant Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the City or the General Property Tax Act, by City of Mount Pleasant, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to City of Mount Pleasant, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Isabella County Delinquent Tax Revolving Fund ("DTRF"), or any subsequent City or County fund which may replace the DTRF, or any other City or County funds.

City of Mount Pleasant PACE Special Assessment Agreement

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days' written notice to the Lender and the City, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the City that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the City shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with Act 270 and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 City of Mount Pleasant or City of Mount Pleasant Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the City Treasurer takes ownership of the Special Assessment Parcel by operation of law, the City Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the City Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the City Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the City Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the City Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the City's Obligations.

City of Mount Pleasant PACE Special Assessment Agreement

The obligations of the City under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the City, unless waived in writing by the City:

(a) The City, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public City Commission or body to which the Property Owner or the City is a party, or shall be threatened in writing against the Property Owner or the City, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the City to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the City to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the City's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A**.

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the City.

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The City represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the City, and this Agreement complies with Act 270 and constitutes a valid and binding agreement of the City, enforceable against the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the City is subject, or any agreement to which the City is a party or by which the City is bound, or any order or decree of any court or governmental entity by which the City is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the City and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other

City of Mount Pleasant PACE Special Assessment Agreement

laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the City, and Property Owner agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the City that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the City, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the City with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the City, and Lender agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the City, an "Event of Default" shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the City, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies

City of Mount Pleasant PACE Special Assessment Agreement

provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the City and any costs incurred by the City in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The City Default. If the City shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the City from the Property Owner or the Lender, a "City Default" shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for City Default. Upon the occurrence of a City Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the City, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a City Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a City Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

City of Mount Pleasant PACE Special Assessment Agreement

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the City shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to the City:	City of Mount Pleasant 320 W. Broadway Attn: [authorized official]
With a copy to:	City of Mount Pleasant PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201
If to the Property Owner:	PROPERTY OWNER ADDRESS
With a copy to:	The Lender
With a copy to:	City of Mount Pleasant PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201
If to the Lender:	PACE LENDER ADDRESS
With a copy to:	ADDRESS

City of Mount Pleasant PACE Special Assessment Agreement

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between the City, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the City, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 Execution in Cityparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

City of Mount Pleasant PACE Special Assessment Agreement

[SIGNATURES ON THE FOLLOWING PAGE]

City of Mount Pleasant PACE Special Assessment Agreement

IN WITNESS WHEREOF, the City, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:

PROPERTY OWNER

By: _____

Signature of:

Its:

Witnessed:

CITY OF MOUNT PLEASANT

By: _____

Signature of:

Its: AUTHORIZED OFFICIAL

By: _____

Signature of:

Its: AUTHORIZED OFFICIAL

Witnessed:

PACE LENDER

By: Its:

Signature of:

City of Mount Pleasant PACE Special Assessment Agreement

State of Michigan)
) ss
City of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of _____ on behalf of _____.

Notary Public
_____, Michigan
My Commission expires _____

State of Michigan)
) ss
City of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by [CITY AUTHORIZED OFFICIAL] on behalf of City of Mount Pleasant.

Notary Public
_____, Michigan
My Commission expires _____

State of _____)
) ss
City of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE LENDER.

Notary Public
CITY, STATE
My Commission expires _____

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX A PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial or industrial real property within City of Mount Pleasant's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 30 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LAGM.

For projects financed for more than \$250,000, financial and logistical arrangements for ongoing measurement and verification of energy savings that meet standards set by LAGM. MCL 460.939(p).

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment role created for the PACE project referenced in this document in the applicable City in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

Dated

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: _____
Address: _____
Owner: _____

2. **Property Type** (double-click to check all that apply)

- Agricultural**
- Commercial** (including multifamily with 4 or more units)
 - Type of commercial property - _____
- Industrial**
- Nonprofit**

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: _____
Signatory Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

4. **Property Owner(s) Type**

- Individual
- Corporation
- LLP
- 501(c)3
- LLC
- Other _____

5. **Property Valuation**

State Equalized Value (SEV): \$ _____
Date of SEV: _____
Valuation (per Appraisal): \$ _____
Date of Appraisal: _____

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ _____

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

City of Mount Pleasant PACE Special Assessment Agreement

Energy Project Information

1. PACE Project Developer (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. Overall Energy Project Cost: _____

3. Savings to Investment Ratio* (as provided in Savings Guarantee)

3a. Year 1: _____
3b. Overall: _____

4. Useful Life of Energy Project Measures: _____ years

5. User ID for Energy Star Portfolio Manager (for property): _____

PACE Loan Details

1. PACE Lender/Capital Provider (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

2. Requested Assessment Amount

Energy Project Cost:	\$ _____
Energy Audit	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
Total Assessment Amount:	\$ _____ (Total of all lines above)

3. Requested Assessment Repayment Period: _____ years

4. Interest Rate Offered by Lender: _____%

All Attachments to Application:

- Appraisal
- Baseline energy audit on the property, including useful life calculations of individual measures.
- Cash flow analysis*
- Savings guarantee*
- Lender Consent from mortgage holder
- Mortgage statement
- Property tax record
- Title report

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of _____, 20__ (the “**Effective Date**”), is made by INSERT LENDER (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [INSERT PAYMENT AMOUNT] ([INSERT NUMERICAL VALUE]), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, _____, and _____ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from _____ attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

City of Mount Pleasant PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[INSERT LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in
City of Mount Pleasant, Michigan, PACE Program

This acknowledgement is granted _____, 20__, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of _____ (the “Property Owner”), and City of Mount Pleasant in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, Mount Pleasant established the City of Mount Pleasant Property Assessed Clean Energy (“PACE”) Program on _____, 20__, by resolution, to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20__ at Liber __, Page __, City of Mount Pleasant Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the City Clerk/Register of Deeds for City of Mount Pleasant, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the City of Mount Pleasant PACE Program and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the City of Mount Pleasant PACE Program.

City of Mount Pleasant PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN)
) ss
CITY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, on behalf of _____.

_____, Notary Public
_____ City, State of _____
Acting in _____ City
My Commission Expires:

Memorandum



TO: Aaron Desentz
City Manager

FROM: Manuela Powidayko
Director of Planning and Community Development

DATE: October 9, 2023

SUBJECT: PILOT Ordinance

On November 14, 2022, the City Commission approved a Payment in Lieu of Taxes (PILOT) Policy outlining the objectives, timeline, and requirements for a residential housing development to be considered for a PILOT¹ in the City of Mt. Pleasant. Following up, the City solicited proposals for affordable housing projects in 2023 as part of an initial trial period.

During the August 14, 2023 City Commission meeting, consideration was given to a PILOT agreement with Spire Development (“Spire”) for the construction of two apartment complexes that would offer 49 low income housing units: one building located at 200 Walnut Street and the other at 410 Mill Street. While there was general support of the project, the Commission directed staff to negotiate a higher rate than the 4% that was initially offered. Spire agreed with a total of 8%, which would include an additional municipal service fee. At the August 28, 2023 meeting, the City Commission decided to split the total 8% into a 4% PILOT rate and a 4% municipal service fee.

In order to proceed with Spire’s affordable housing project, the State of Michigan requires that the City adopts an ordinance so that the project can qualify for the Low Income Housing Tax Credit (LIHTC) Program. This step is also outlined in the City’s PILOT Policy. Since the Commission has decided to add a municipal service fee, an agreement was also created to memorialize it. In summary:

- The proposed Ordinance establishes the annual service charge (PILOT rate) at four percent (4%) of the Annual Shelter Rent collected, plus Utilities, and sets the duration of such agreement to a maximum of 30 years. It also establishes rules regarding when and how such payment shall be made to the City. PILOTs are distributed to all of the taxing entities similar to normal property tax distributions.
- The proposed Municipal Services Agreement sets the fee at four percent (4%) of Annual Shelter rents, exclusive of Utilities that goes directly to the City to cover for municipal services rendered, such as emergency services, public safety, etc. It also ties the duration and payment structure to the PILOT ordinance. Such municipal service fee is only captured by the City. After the adoption of the PILOT ordinance, the Commission will be able to pass resolution approving the agreement.

REQUESTED ACTIONS:

The City Commission receives the PILOT Ordinance and sets a public hearing for October 23, 2023.
The City Commission receives the Municipal Services Agreement.

Attachments:

1. Draft PILOT Ordinance
2. Draft Municipal Services Agreement
3. Payment in Lieu of Taxes (PILOT) Policy
4. Affordable Housing Project RFP
5. Spire Development Proposal

¹ a PILOT agreement allows the owner to pay a defined percentage of net shelter rent (or total owner revenue) instead of the local property tax rate, which in this case, facilitates the construction of housing for low-income households.

**CITY OF MOUNT PLEASANT
COUNTY OF ISABELLA
ORDINANCE NO. _____**

**TAX EXEMPTION ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU
OF TAXES FOR DWELLING UNITS FOR LOW TO MODERATE INCOME PERSONS**

An Ordinance to provide a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq)(the “Act”).

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

SECTION 1. Short Title.

This Ordinance is known and may be cited as the “Mount Pleasant Tax Exemption Ordinance Mill Street Landing.”

SECTION 2. Preamble.

It is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Mount Pleasant is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad volorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that Mill Street Landing Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership (the Sponsor as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct and own and operate a housing development identified as Mill Street Landing on certain property located at 410 Mill Street and 200 Walnut Street as legally described in “Exhibit A,” in the City of Mount Pleasant to serve low-income persons and families, and that the Sponsor has offered to pay the City of Mount Pleasant on account of this housing project, an annual service charge for public services in lieu of all *ad volorem* property taxes.

SECTION 3. Definitions.

All terms are defined as set forth in the State Housing Development Authority Act of 1966, being Public Act 346 of 1966 of the State of Michigan, as amended, except as follows:

- A. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, trash, water and sewer charges, or other utilities furnished to the occupants.
- C. Authority means the Michigan State Housing Development Authority, a public body, corporate and politic of the State of Michigan.
- D. Housing Development means a project which contains a significant element of housing for persons of low to moderate income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low to moderate income.
- E. LIHTC Program means the Low Income Housing Tax Credit Program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- F. Low Income Persons and Families means persons and families eligible to move into a housing project.
- G. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, acquisition, and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- H. Sponsor means Mill Street Landing Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, which has applied to the Authority for an allocation under the LIHTC Program to finance the Housing Development, and any entity that receives or assumes a Mortgage Loan.
- I. Utilities means charges for water, sanitary sewer service, trash, gas, electrical services, and other utilities furnished to the occupants that are paid by the Housing Development.

SECTION 4. Class of Housing Developments Exempt from Taxation.

The class of Housing Developments to which the tax exemption applies and for which a service charge must be paid in lieu of such taxes is multiple-family dwellings for persons of low-to-moderate income, which are financed or assisted pursuant to the Act and is limited to the number of

units allowable by zoning. Mill Street Landing is of this class. Passage of the ordinance from which this division is derived is not precedent for other similar PILOT ordinances. The classes of Housing Developments exempt from taxation are multiple-family dwellings, as defined by the City's Zoning Ordinance, Article VII Definitions.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as Mill Street Landing and the property on which it is to be constructed is exempt from all *ad valorem* property taxes from and after the commencement of construction. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from property taxes and a payment in lieu of taxes as established in this Ordinance. The City acknowledges that the Sponsor's performance is contingent on receipt of a Mortgage Loan from the Authority or other appropriate source, to construct, own, and operate the Housing Development, and agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. The annual service charge is equal to four percent (4%) of the Annual Shelter Rents actually collected by the Housing Development during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development which is tax exempt and which is occupied by other than low to moderate income persons or families is equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes is payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year must be paid on or before August 15 of the following year. Collection procedures must be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

The Owner must verify Annual Shelter Rent revenues to the City with a statement of profit and loss of the Housing Development as reported to the Authority by an independent certified public accountant. The statement of profit and loss, together with a statement showing how the service charge was calculated must be submitted to the City Treasurer by April 30 of each year. Any

adjustment or claim for overpayment will be adjusted in the next year's payment.

SECTION 9. Duration.

This Ordinance remains in effect and does not terminate so long as the Housing Development is supported by a Mortgage Loan or remains subject to income and rent restrictions pursuant to the LIHTC Program, but not more than thirty (30) years; and provided that construction of the Housing Development commences within thirty-six (36) months from the effective date of this Ordinance. Additionally, this exemption shall remain in effect so long as the Housing Development is subject to the affordability restrictions of Section 42 of the Internal Revenue Code of 1986, as amended, but not more than thirty (30) years. Notwithstanding the above, the exemption will immediately cease for any portion of the project which is not operated consistent with Section 4 of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance are severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same does not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. Publication and Effective Date.

The City Clerk will cause to be published a notice of adoption of this Ordinance within 10 days of the date of its adoption. This Ordinance will take effect 30 days after its adoption.

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement (“Agreement”) entered into this ___ day of _____, 2023, by and between Mill Street Landing Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership of 330 W. Spring Street, Suite 430, Columbus, Ohio 43215 (“Owner”), and the City of Mount Pleasant, a Michigan municipal corporation, of 320 W. Broadway, Mount Pleasant, Michigan 48858 (“City”).

RECITALS

- A. Owner intends to construct a housing project for low-to-moderate-income persons or families, to be known as Mill Street Landing, financed in part with Low Income Housing Tax Credits (“LIHTC”), allocated by the Michigan State Housing Development Authority (“MSHDA”) under its Low Income Housing Tax Credit Program on real property more particularly described in Exhibit A (“Project”).
- B. Owner desires to guarantee that certain municipal services will be provided to the Project by the City during the term of the Payment in Lieu of Taxes Ordinance (“PILOT Ordinance”) for the Project. Such municipal services will be of the type that the City typically provides to the public as part of its General Fund expenditures and include, but are not limited to:
 - 1. Emergency Services, including EMS and or ambulance service, police protection, fire protection, and other public safety services (collectively, “Municipal Services”) specifically administered by or through the City.
- C. Municipal Services must be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Isabella, City of Mount Pleasant, or other applicable jurisdictions or bodies.

The Parties agree as follows:

- 1. The City will provide Municipal Services for the Project.
- 2. The payment for Municipal Services will be computed at four percent (4%) of Annual Shelter rents, exclusive of Utilities, the definition of which is found in Section _____ of the City Code adopted by the PILOT Ordinance, Ordinance No._____. Payment for Municipal Services will be made concurrent with the annual PILOT payment for _____.
- 3. The payment for Municipal Services is in addition to the required payment in lieu of taxes required by the PILOT Ordinance.
- 4. The payment for Municipal Services will commence with the first payment made to the City by Owner under the PILOT Ordinance and will end with the termination of the PILOT Ordinance.

5. As determined under the PILOT Ordinance, the payment for Municipal Services is payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before August 15 of each year. The Owner must verify annual shelter rent revenues to the City with a statement of profit and loss of the housing development as reported to the State Housing Development Authority by an independent certified public accountant. The statement of profit and loss, together with a statement showing how the service charge was calculated must be submitted to the City Treasurer by April 30 of each year. Any adjustment or claim for overpayment or underpayment will be adjusted in the next year's payment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

**Mill Street Landing Limited
Dividend Housing Association
Limited Partnership**

City of Mount Pleasant

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Parcel 1:

Situated in the City of Mt. Pleasant, County of Isabella and State of Michigan, viz:

Commencing where the South line of Mill Street intersects the West line of Walnut Street, in said City of Mt. Pleasant, thence West 8 rods, North 4 rods, thence East 8 rods, and thence South 4 rods to the point of beginning. The aforesaid parcel of land is part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 14 North, Range 4 West, Michigan.

For Information Only: Parcel Number 17-000-15859-00

Parcel 2:

Situated in the City of Mt. Pleasant, County of Isabella and State of Michigan, viz:

Commencing at a point where the South line of Mill Street intersects the West line of Walnut Street, in said City of Mt. Pleasant, thence West 8 rods, thence South 5 rods, thence East 8 rods, thence North 5 rods to the point of beginning, except the South 8 feet thereof. The aforesaid parcel of land is part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 14 North, Range 4 West, Michigan.

For Information Only: Parcel Number 17-000-15860-00

Parcel 3:

Situated in the City of Mt. Pleasant, County of Isabella and State of Michigan:

Commencing 8 rods West of NW corner of Oak and Mill Streets, thence North 8 rods, thence West 8 rods, thence South 8 rods, thence East 8 rods to the point of beginning, being part of Section 15, R04W, City of Mt. Pleasant, Isabella County, Michigan.

For Information Only: Parcel Number 17-000-15873-00

Parcel 4:

That part of the NE 1/4 of the SW 1/4 of Section 15, T14N-R4W, City of Mt. Pleasant, Isabella County, Michigan described as commencing at the intersection of the East line of the Ann Arbor Railroad (now Conrail) and the South line of Broadway Street; thence East along the South line of Broadway Street to the West line of Oak Street; thence South, 75 feet, more or less to a point which is North, 214.5 feet (13 rods) from the intersection of the West line of Oak Street and the North line of Michigan Street, extended West; thence West, 123 feet; thence South to a point which is 132 feet North of the North line of Mill Street; thence West, 141 feet; thence South 132 feet to the North line of Mill Street; thence West, 49.50 feet; thence North, 90.00 feet parallel

with the West line of Oak Street; thence West, 75.00 feet; thence South, 90.00 feet; thence West to the East right of way line of said railroad; thence North to the place of beginning,

EXCEPT,

commencing at the intersection of the East right of way line of the railroad and the NW'ly bank of the channel (now filled In) , thence North along said railroad right of way 181.95 feet to the South line of Broadway Street; thence East along said South line 139 feet; thence South parallel to the railroad 65 feet to the NW'ly bank of the channel (now filled In); thence SW'ly along the N'ly side of the channel (now filled in) to the point of beginning,

EXCEPT,

that part described as beginning at a point which is North, 132.0 feet from the North line of Mill Street (measured at right angles) and West, 123.0 feet from the West line of Oak Street (measured at right angles); thence West 141.00 feet, parallel with the North line of Mill Street thence North. 60.00 feet, parallel with the West line of Oak Street; thence West, 49.50 feet; thence Northerly, 121.55 feet; thence S 89°-59' E, 194.00 feet; thence South, 181.50 feet to the point of beginning

EXCEPT,

That part lying North of a line described as beginning at a point on the west line of Oak Street which is North, 214.5 feet (13 rods) from the intersection of the West line of Oak Street and the North line of Michigan Street, extended West, said point of beginning being South 82.5 feet from the intersection of the West line of Oak Street with the East and West 1/4 line; thence N 89°-59' W, parallel with the East and West 1/4 line, including the use of an ingress-egress easement over the West 30 feet, thereof.

SUBJECT

to the use for a non-exclusive ingress-egress easement that part described as beginning at a point on the North line of Mill Street which is West 264.00 feet from the intersection of the North line of Mill Street with the West line of Oak Street; thence West, 49.50 feet along the North line of Mill Street; thence North, 192.00 feet; thence East, 49.50 feet; thence South, 192.00 feet to the point of beginning.

TOGETHER WITH

The use of an Ingress-egress easement over the West 30 feet of the following described parcel:

That part lying North of a line described as beginning at a point on the West line of Oak Street which is North 214.5 feet (13 rods) from the Intersection of the West line of Oak Street and the North line of Michigan Street, extended West, said point of beginning being South 82.5 feet from the intersection of the West line of Oak Street with E-W 1/4 line, thence N 89°59' W, parallel with the E-W 1/4 line.

For Information Only: Parcel Number 17-000-15899-00

Parcel 5:

Situated in the City of Mt. Pleasant, County of Isabella and State of Michigan:

Part of the NE 1/4 of the SW 1/4 of Section 15, T14N, R4W, City of Mt. Pleasant, Michigan, described as commencing at the intersection of the East right of way of the Ann Arbor Railroad and the South line of Broadway Street, thence East along the South line of Broadway Street to the West line of Oak Street, thence South 75 feet, thence West 123 feet, thence South to a point that is 132 feet North of the North line of Mill Street, thence West 141 feet, thence South 132 feet to the North line of Mill Street, thence West to the East right of way line of said railroad, thence North to the place of beginning,

Except commencing at the intersection of the East right of way line of the Railroad and the NWly bank of the channel, thence North along said railroad right of way 181.95 feet to the South line of Broadway Street, thence East along said South line 139 feet, thence South parallel to the Railroad 65 feet to the Nly bank of the channel, thence SWly along the Nly bank of the channel to the place of beginning.

Also less and except:

Part of the Northeast 1/4 of the Southwest 1/4 of Section 15, T14N-R4W, City of Mt. Pleasant, Isabella County, Michigan, described as beginning at a point which is North, 192.0 feet from the North line of Mill Street (measured at right angles) and West, 123.0 feet from the West line of Oak Street (measured at right angles); thence West, 190.50 feet, parallel with the North line of Mill Street; thence Northerly, 121.50 feet, to a point which is South, 82.5 feet from the E & W 1/4 line; thence S 89 degrees 59' E, 194.00 feet parallel with the E & W 1/4 line; thence South, 121.50 feet to the point of beginning. Subject to the use of the East, 9.0 feet, thereof as an exclusive ingress-egress easement. Including the use of a non-exclusive ingress-egress easement described as beginning at a point on the North line of Mill Street which is West 264.00 feet from the intersection of the North line of Mill Street with the West line of Oak Street; thence West, 49.50 feet along the North line of Mill Street; thence North, 192.00 feet; thence East, 49.50 feet; thence South, 192.00 feet to the point of beginning. Subject to the use of a non-exclusive ingress-egress easement over the North 20.0 feet of the West 25.55 feet, thereof.

Also less and except:

That part of the NE 1/4 of the SW 1/4 of Section 15, T14N-R4W, City of Mt. Pleasant, Isabella County, Michigan described as commencing at the intersection of the East line of the Ann Arbor Railroad (now Conrail) and the South line of Broadway Street; thence East along the South line of Broadway Street to the West line of Oak Street; thence South, 75 feet, more or less to a point which is North, 214.5 feet (13 rods) from the intersection of the West line of Oak Street and the North line of Michigan Street, extended West; thence West, 123 feet; thence South to a point which is 132 feet North of the North line of Mill Street; thence West, 141 feet; thence South 132 feet to the North line of Mill Street; thence West, 49.50 feet; thence North, 90.00 feet parallel with the West line of Oak Street; thence West, 75.00 feet; thence South, 90.00 feet; thence West to the East right of way line of said railroad; thence North to the place of beginning,

EXCEPT,

commencing at the intersection of the East right of way line of the railroad and the NW'ly bank of the channel (now filled In) , thence North along said railroad right of way 181.95 feet to the South line of Broadway Street; thence East along said South line 139 feet; thence South parallel to the railroad 65 feet to the NW'ly bank of the channel (now filled In); thence SW'ly along the N'ly side of the channel (now filled in) to the point of beginning,

EXCEPT,

that part described as beginning at a point which is North, 132.0 feet from the North line of Mill Street (measured at right angles) and West, 123.0 feet from the West line of Oak Street (measured at right angles); thence West 141.00 feet, parallel with the North line of Mill Street thence North. 60.00 feet, parallel with the West line of Oak Street; thence West, 49.50 feet; thence Northerly, 121.55 feet; thence S 89°-59' E, 194.00 feet; thence South, 181.50 feet to the point of beginning

EXCEPT,

That part lying North of a line described as beginning at a point on the west line of Oak Street which is North, 214.5 feet (13 rods) from the intersection of the West line of Oak Street and the North line of Michigan Street, extended West, said point of beginning being South 82.5 feet from the intersection of the West line of Oak Street with the East and West 1/4 line; thence N 89°-59' W, parallel with the East and West 1/4 line, including the use of an ingress-egress easement over the West 30 feet, thereof.

SUBJECT

to the use for a non-exclusive ingress-egress easement that part described as beginning at a point on the North line of Mill Street which is West 264.00 feet from the intersection of the North line of Mill Street with the West line of Oak Street; thence West, 49.50 feet along the North line of Mill Street; thence North, 192.00 feet; thence East, 49.50 feet; thence South, 192.00 feet to the point of beginning.

Also less and except:

That part of the following described parcel lying North of a line described as beginning at a point on the West line of Oak Street which is North, 214.50 feet (13 rods) from the intersection of the West line of Oak Street and the North line of Michigan Street, extended West, said point of beginning being South 82.5 feet from the intersection of the West line of Oak Street with the East and West 1/4 line; thence N 89 degrees 59' W, parallel with the East and West 1/4 line; the parcel is described as part of the NE 1/4 of the SW 1/4 of Section 15, T14N-R4W, City of Mt. Pleasant, Isabella County, Michigan described as commencing at the Intersection of the East line of the Ann Arbor Railroad (now Conrail) and the South line of Broadway Street; thence East along the South line of Broadway Street to the West line of Oak Street; thence South, 75 feet; thence West, 123 feet; thence South to a point which is 132 feet North of the North line of Mill Street; thence West, 141 feet; thence South 132 feet to the North line of Mill Street; thence West to the East right of way line of said railroad thence North the place of beginning,

EXCEPT,

commencing at the intersection of the East right of way line of the railroad and the NW'ly bank of the channel (now filled in), thence North along said railroad right of way 181.95 feet to the South line of Broadway Street; thence East along said South line 139 feet; thence South parallel to the railroad 65 feet to the NW'ly bank of the channel (now filled in); thence SW'ly along the N'ly side of the channel (now filled in) to the point of beginning.

SUBJECT to the use of an ingress-egress easement over the West 56 feet, thereof.

For Information Only: Parcel Number 17-000-15902-00.

Payment in Lieu of Taxes (PILOT) Policy



Overview

The City of Mt. Pleasant recognizes that providing affordable housing¹ for people of low income is a public necessity. A PILOT (or Payment in Lieu of Taxes) is an effective incentive that helps remove barriers to the construction of housing for low-income households. Authorized under the Michigan State Housing Development Authority Act of 1966, a PILOT agreement is a negotiable legal document that allows the owner to pay a defined percentage of net shelter rent (or total owner revenue) instead of the local property tax rate.

This document outlines the objectives, timeline, and requirements for a residential housing development to be considered for a PILOT in the City of Mt. Pleasant.

Goals of the PILOT Policy

The City of Mt. Pleasant's PILOT policy has the following objectives:

- Increasing affordable housing opportunities for residents
- Reducing functional obsolescence of existing facilities, buildings, etc.
- Encouraging expansion of the population
- Providing for improved housing amenities for the community
- Encouraging attractive, viable building sites
- Enhancing the available economic development tools to attract and retain affordable housing development

Eligibility:

1. The applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing association limited partnership, limited dividend housing association limited liability company, or limited dividend housing corporation, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage, advance, or grant.
2. To be eligible to apply for a PILOT, an applicant must own the property or have an option or other right to purchase the property under consideration.
3. Eligible projects must consist of a minimum of 80 percent of the units for affordable housing.

¹ Affordable housing is defined as housing that costs 30 percent or less of a household's gross income if the household makes no more than 80 percent of the area median income (AMI).

Procedure

1. **Mandatory Pre-Submittal Conference:** A meeting with the Director of Community Services & Economic Development, Director of Planning & Community Development, City Engineer, City Treasurer, and City Assessor must occur before submitting a PILOT application. This meeting is to acquaint all parties with the scope of the project and any related issues. Also, it serves to familiarize the applicant with the PILOT process.
2. **Submission of Application:** An application packet must be assembled and submitted based upon the requirements as set forth in the Application Requirements section below.
3. **City Staff Review:** City staff will review the submitted application packet for completeness and will utilize the attached scoring matrix to determine compatibility with the Mt. Pleasant Master Plan, Zoning Ordinance, and objectives of the City's PILOT program. After receiving the application, the City will either:
 - a. Forward the application to the City Commission with a recommendation for their consideration, or
 - b. Send the application back to the applicant for additional information or clarification.
4. **City Commission Review:** For applications forwarded to the City Commission, the City's Director of Community Services and Economic Development will forward the completed application packet and recommendation and will schedule the request as an agenda item. The City's Director of Community Services and Economic Development will also prepare a proposed ordinance regarding the request for a PILOT. In reviewing each request, the City Commission shall utilize the attached scoring matrix.
5. **Approval:** If the project and PILOT application is approved by the City Commission, the City Clerk will submit a certified copy of the resolution approving the PILOT to the applicant. Additionally, the Clerk's office will e-mail digital copies of the application packet and resolution approving the PILOT to the City Manager, City Assessor, City Engineer, and Director of Planning and Community Development.
6. **Reporting to City Treasurer After PILOT Approval:** For the PILOT to remain in effect, annual statements of net shelter rents must be filed with the City Treasurer. The City Treasurer's Office shall verify the accuracy of payments and distribute them accordingly among taxing jurisdictions.

Application Requirements

The applicant must supply all the following information in its PILOT proposal:

1. **Applicant and Guarantors:** Brief overview of applicant organization, including its corporate or partnership structure, and the name, address, email address and telephone number of the applying entity. The proposal shall also include the name of the applying entity's representatives, financial guarantors of the project, and name of principals of those entities, addresses, emails, and telephone numbers.

2. Background Information: Description of the applicant's development experience (if any) and any other relevant information the City may need to consider while reviewing the application.
3. The Proposed Project: Describe the proposed project, including the following:
 - a. The location of the proposed project by street address and legal description
 - b. Project scope, including rental units broken down by bedrooms and estimated rents
 - c. Architectural renderings
 - d. Timeline with projected milestones
 - e. Brief narrative describing how the project is consistent with the Mt. Pleasant Master Plan and the City's Zoning Ordinance
 - f. Impact on City services such as police, fire, emergency medical transport, and code enforcement
 - g. Any other information needed to fully explain the project
4. Development Team: Name all of the following that will be involved with the Project (with mailing addresses, email addresses, and phone numbers):
 - a. Applicant (primary point of contact)
 - b. Architects and engineers
 - c. Construction project manager
 - d. General contractor for project
 - e. Other professionals
5. Pro Formas: The applicant must provide a detailed development and operating pro forma. The development pro forma must outline the proposed hard, soft, and financing costs associated with the proposed development. It must also identify all sources of financing and terms including the applicant's equity, construction, and permanent financing and any government assistance. The detailed operating pro forma shall include all anticipated major revenues and expenses for the full term of the requested PILOT.
6. MSHDA Application: Include a copy of the completed MSHDA application for Low Income Housing Tax Credits within thirty (30) days of submittal to MSHDA.

PILOT Rate

In lieu of property taxes, the developer of a PILOT project shall be assessed a PILOT rate and municipal services fee. The PILOT rate is a defined percentage of net shelter rent (or total property owner revenue). The municipal services fee covers any shortfall in funds to service the site with essential public services. Depending on the project, a PILOT rate shall be set between 4 and 6 percent and supplemented by a municipal services fee which will typically be around 3 percent but may vary based on the specific recommendations of City departments such as police and fire. The specific PILOT rate and municipal services fee shall be established on a case-by-case basis and negotiated between the City and the developer. The maximum service charge

(consisting of the PILOT rate and municipal services fee) to be paid in lieu of property taxes shall never exceed the amount of property tax that would have been paid but for the project's PILOT eligibility.

PILOT Term

The term of the PILOT shall be determined by the length of the developer's debt service.

Extension to Existing PILOT Development

Extensions to existing PILOT agreements need to be considered on a case-by-case basis due to the limitations on the programs available for rehabilitation. As with all other tax incentive programs, the staff will consider the merits of each proposal following certain guidelines and make a recommendation to the City Commission. In these instances, a less stringent method will be used in the review process. However, an extension will only be granted where the annual income to the city is increased. The staff recommends setting the following objectives and developing a PILOT application that features them:

Objectives:

- Investment in building and units
- Investment in outdoor site amenities
- Term extension less than 20 years
- Upgrade to visitability ADA standards
- Increase to average AMI by minimum of 10 percent

Tax Abatement Application Fee

The City Commission has authorized the implementation of a non-refundable application fee for Payment in Lieu of Taxes applications. The fee is published in the city's fee schedule as adopted by resolution of the City Commission and included on the application.

Affordable Housing / PILOT Scoring Matrix

Point Scoring: N/A, 1, 2 or 3. N/A = either not applicable or no information supplied. 1 = poor, or below expectations. 2 = average or meets minimum standards. 3 = exceeds standards.			
Building Type / Design			
The City places a high value on land efficiency, a maximization of limited housing credits, and high-quality construction.		Possible Points	Points Scored
[1]	Maximize Land Utilization	3	
[2]	Green Infrastructure	3	
	Universal Accessibility (i.e., ADA, Aging in Place)	3	
[3]	Quality & Durability of Exterior Construction, Efficiency	3	
Location / Connectivity			
The City places a high value on integrating affordable housing throughout the community and locating housing near services and places of employment.			
	Access to Transportation Choices (Transit/Trail Orientated)	3	
	Walk Accessible Services (Grocery, Schools, Employment)	3	
	Serves Corridor Redevelopment	3	
[4]	Quality of Site Improvements, Place Making	3	
Context / Need			
The City places a high value on PILOT requests that appeal to a broad range of demographic groups.			
	Unit Diversity (i.e., studio, 1, 2 bedroom)	3	
	Meets minimum state housing authority thresholds of at least 20% of units for residents whose incomes do not exceed 50% of AMI or 40% of units for residents whose incomes do not exceed 60% of AMI	3	
	Provides higher percentage of affordable units and/or reaches a lower percentage of AMI than the minimum state housing authority thresholds	3	
	Demographic Groups Served	3	
Total Points: Possible / Received		36	

Interpretation	Total Score	Total Points
Poor	< 23	
Acceptable	24-28	
Excellent	29-36	

Notes

- [1] To encourage efficiencies in land use and cost of services, the City awards maximum points to projects that use space most efficiently in compliance with the City's zoning ordinance within applicable zoning districts.
- [2] Green infrastructure is utilized to reduce impacts on stormwater infrastructure. Green infrastructure may include, but not be limited to green roof technology, rain gardens, permeable pavements, maintaining existing or increasing tree canopy.
- [3] Quality & Durability Definitions: *Exterior construction* shall be of durable materials (i.e. wood, composite, brick, concrete or steel siding). *Efficiencies* refers to energy efficiencies that meet Energy Star standards.
- [4] Place making promotes people's health, happiness, and well-being. Points are awarded based on the quality of improvements made to the common space surrounding the proposed development. Those improvements may include, but not be limited to improved sidewalk access, covered bike parking, increased tree sizes.

City of Mt. Pleasant

Request for Affordable Housing Development Proposals

Background

The Mt. Pleasant City Commission identified housing issues as one of their goals for 2023. One of the areas the Commission initially focused on was that of affordable or workforce housing. The need for this type of housing in the community has continued to grow, with many current providers indicating an on-going waiting list of individuals and families looking for this type of housing opportunity.

An important tool for developers of affordable housing is the availability of Payment in Lieu of Taxes (or PILOT) contracts with a municipality in order to be competitive for state funding to assist with the cost of the development. This tool is a contract to pay an annual fee to the municipality in lieu of the actual tax assessment on the development. This typically results in a lower development cost for the developer which allows for more affordable lease rates.

In 2022, the City Commission adopted a policy which will allow for PILOT contracts to be considered under certain conditions. **As a result, the City is soliciting proposals for affordable housing projects in 2023 as part of an initial trial period.** If more than one proposal is received by the deadline, each proposal will be scored against the criteria identified in the adopted PILOT policy and the application with a recommendation made to the City Commission for their consideration. Once the recommendation from staff is received and the City Commission has reviewed the applications, the Commission reserves the right to select up to one proposal with which to negotiate a PILOT agreement. The required specific information to be contained in the proposal, the due date for receipt of proposals, and links to the application form and PILOT policy can be found [here](#) on the City of Mt. Pleasant's Economic Development webpage.

Application Requirements

Proposals for affordable housing projects will be accepted by the City of Mt. Pleasant until close of business (4:30 pm) on Monday, May 1, 2023. Two hard copies and an electronic version of the proposal should be submitted and received together with the fillable application form by the deadline as follows:

City of Mt. Pleasant Affordable Housing Proposal
William Mrdeza, Community Services & Economic Development Director
320 W. Broadway, Mt. Pleasant, MI 48858
wmrdeza@mt-pleasant.org

All proposals received by the deadline will be evaluated based upon the selection criteria. The City reserves the right to reject any and all proposals, to waive irregularities and nonconformities in proposals, to select the proposal it believes, in its sole discretion, to be in the best interest of the City, and to negotiate with one or more applicants. Selection of the preferred proposal will occur by August, 2023.

At a minimum, proposals should contain the following information:

- Applicant and Guarantors: Brief overview of applicant organization, including its corporate or partnership structure and the name, mailing address, email address and telephone number of the applying entity. The proposal shall also include the name of the applying entity's representatives, financial guarantors of the project, and name of principals of those entities, addresses, emails, and telephone numbers.
- Background Information: Description of the applicant's development experience (if any) and any other relevant information the City may need to consider while reviewing the application.
- The Proposed Project: Describe the proposed project, including the following:
 - The location of the proposed project by street address and legal description
 - Project scope, including rental units broken down by bedrooms and estimated rents
 - Architectural renderings
 - Timeline with projected milestones
 - Brief narrative describing how the project is consistent with the Mt. Pleasant Master Plan and the City's Zoning Ordinance
 - Impact on City services such as police, fire, emergency medical transport, and code enforcement
 - Any other information needed to fully explain the project
- Development Team: Name all of the following that will be involved with the Project (with mailing addresses, email addresses, and phone numbers):
 - Applicant (primary point of contact)
 - Architects and engineers
 - Construction project manager
 - General contractor for project
 - Other professionals
- Pro Formas: The applicant must provide a detailed development and operating pro forma. The development pro forma must outline the proposed hard, soft, and financing costs associated with the proposed development. It must also identify all sources of financing and terms including the applicant's equity, construction, and permanent financing and any government assistance. The detailed operating pro forma shall include all anticipated major revenues and expenses for the full term of the requested PILOT.
- MSHDA Application: Include a copy of the completed MSHDA application for Low Income Housing Tax Credits within thirty (30) days of submittal to MSHDA.
- Any other items deemed necessary by the reviewing authority and specifically identified to the applicant in writing.

All proposals *must* include the fillable application form and address the information delineated above (which can also be found in the application form for reference).



Mill Street Landing



410 Mill Street & 200 Walnut Street
Mt. Pleasant, MI 48858
Affordable Housing Development Proposal

Submitted by Spire Development, Inc.
July 12, 2023



Sean McMickle, 614-350-0391
Spire Development, Inc.



330 W Spring Street, Ste. 430
Columbus, OH 43215
614-350-0391
www.livespired.com

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2. Proposed Development
3. Financial Structure and Conceptual Pro-Forma
4. Affordable Housing PILOT Scoring Matrix
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 - a. Spire Development, Inc.
 - b. Berardi & Partners
 - c. Three Rivers Corporation
 - d. KMG Prestige

July 12, 2023

Ms. Manuela Powidayko
Director of Planning & Community Development
City of Mount Pleasant
320 W Broadway St
Mount Pleasant, MI 48858



RE: City of Mt. Pleasant Affordable Housing Proposal
Mill Street Landing
410 Mill Street & 200 Walnut Street, Mt. Pleasant, MI 48858

Ms. Powidayko,

On behalf of Spire Development, Inc. and Spire Real Estate Holdings, LLC (“Spire”), please accept this proposal in response to the City of Mt. Pleasant Request for Affordable Housing Development (the “RFP”). Please also accept this proposal as an introduction to Mill Street Landing (the “Project”), a 40-50-unit general occupancy workforce housing development to-be-located at 410 Mill Street & 200 Walnut Street near downtown Mount Pleasant.

Project Introduction

Mill Street Landing is a workforce, missing-middle, multifamily development affordable to low and moderate-income individuals that will directly fulfill needs identified in the recently completed *2019 City of Mount Pleasant Housing Report* (the “Report”) and *2050 Mount Pleasant Master Plan* (the “Master Plan”). Specifically, the Project will provide 40-50 units of missing-middle housing on an under-utilized infill lot near downtown within walkable distances from essential services, jobs, and recreation. The Project will feature multiple resident amenities as detailed in this proposal and will be built to LEED zero energy or equivalent energy efficiency standards.

Mill Street Landing will benefit the city in multiple ways. The Project will re-develop a vacant infill lot in a manner consistent with the Master Plan, which will further encourage redevelopment near downtown. The Project will create jobs and support local businesses by employing numerous local subcontractors and tradesmen who will construct and consume in the vicinity. Working families will benefit from the Project’s proximity to major employers and seniors looking to downsize from single family homes will have a new housing option built to modern accessibility standards. Finally, residents will be able to live in an environment where they are not rent burdened and therefore will have disposable income to support the local economy.

Request for PILOT

Spire will be requesting a 30-year Payment in Lieu of Taxes tax abatement as part of this Proposal, so that Mill Street Landing can competitively pursue funding consideration through the Michigan State Housing Development Authority (“MSHDA”).

The construction of Mill Street Landing will be financed in part using federal tax credits administered through MSHDA. It is a competitive application process and MSHDA essentially requires a PILOT for an application to score competitively. Tax credit financing is used to attract private investment to offset hard construction costs associated with new housing development. In turn, the Project is capped on the rent it can charge to ensure high-quality housing may be newly constructed yet remain affordable to moderate income individuals. Since a fluctuating rent ceiling tied to the area’s median income is required for funding, a PILOT agreement ties property tax liability to actual collected rents so the Project can successfully operate long-term.

Granting a PILOT for the Project will ultimately increase realized tax revenue for the city as the PILOT will provide an increase in net taxes relative to what is currently realized by the properties. Spire expects the Project to have minimal impact on city services relative to its economic benefit for the city due to the Project's strategic infill location near downtown; a sustainable land use goal specifically identified in the Master Plan. Developing additional housing in an established residential and commercial district will create economies of scale for city services in an area they are already being provided.

Should the commission select the Project for this RFP, Spire will seek to work with the city on developing a PILOT for the Project so that it can competitively apply for funding consideration. It is our goal to create a PILOT that is mutually beneficial for the city, the Project, and its future residents so that Mill Street Landing may serve as an asset to Mount Pleasant for years to come.

Development Team

The applicant behind this proposal, Spire Development, Inc., is an affordable housing developer based out of Columbus, Ohio. Spire has successfully secured twenty-nine (29) tax credit awards for over 1,300 affordable housing units across the Midwest. Spire Development, Inc. will serve as the developer and Spire Real Estate Holdings, LLC will serve as the long-term owner of the Project through MSHDA compliant project-specific subsidiary. Spire anticipates the Project will be managed by KMG Prestige. KMG Prestige, based out of Mount Pleasant, is one of the largest affordable housing management companies in the state of Michigan and has partnered with Spire on prior projects, the most recent being Center City Lofts, a 55-unit workforce housing development in Midland, Michigan. The project will be designed by Berardi + Partners and is anticipated to be constructed by Three Rivers Corporation out of Midland, MI. Resumes and contact information for the development team are included in the attached Appendix of this Proposal.

Project Pro Forma and Applicant Guarantors

A detailed preliminary pro forma and description of Project finances is included in Exhibit 3 of this proposal. Financial guarantees for Project completion will be provided by Spire Development, Inc., the principals of which are Thomas Grywalski and Scott Harrold.

Project Timeline

Should Spire be selected for the RFP, we will immediately engage with city staff to refine the enclosed concept plans. The goal will be to determine the ideal architectural design and site plan layout to best serve the needs of the community. Spire has a history of welcoming and incorporating stakeholder input to deliver projects that enhance the communities in which they are located.

After city staff's input has been received, Spire will plan to apply for tax credits in the December 2023 funding round, as well as future October and April rounds if necessary. A copy of the completed MSHDA application for Low Income Housing Tax Credits will be provided to city staff within thirty (30) days of submittal to MSHDA. Should Spire successfully receive a funding award in the December 2023 funding round, groundbreaking will occur in the summer or fall of 2024 with an anticipated completion in the fall of 2025.

Sincerely,



Sean McMickle
Vice President of Development
Spire Development, Inc.



330 W Spring Street, Ste. 430
Columbus, OH 43215
614-350-0391
www.livespired.com

Section 2

PROPOSED DEVELOPMENT

PROJECT OVERVIEW | PROJECT LOCATION

Site Location: 410 Mill Street & 200 Walnut Street, Mount Pleasant, MI, 48858

Mill Street Landing will be located on approximately 1.1 acres of infill land near downtown. The site serves as a natural location for new construction missing middle multi-family housing as it is bordered by multifamily housing and commercial uses to the north, residential uses to the south and east, and green space to the west. Future residents will benefit from the Project's proximity to multiple amenities including grocery stores, pharmacies, banks, doctor's offices, a public library and retail establishments, while the City of Mount Pleasant will benefit from increased density near commercial establishments on under-utilized properties slated for increased density in the future land use plan.



Legal Description

The below legal descriptions represent the parcels Mill Street Landing will be located on. Please note, the Project will be acquiring approximately 0.11 acres of a parent parcel located at 501 W Broadway Street. If the project is selected for the RFP and awarded funding, a lot split will occur for this portion of the property and an updated legal description will be provided.

Legal Description: 410 Mill Street, Mt. Pleasant, MI 48858 (PIDN: 17-000-15-873-00)

M & B DESCRIPTION COM 8 RDS W OF NW COR OF OAK & MILL ST N 8 RDS W 8 RDS TO WALNUT ST S 8 RDS E TO BEGINNING SECTION 15. NOTE: TIFA DIST #1 (CBD)

Legal Description: Walnut Street, Mt. Pleasant, MI 48858 (PIDN: 17-000-15-860-00)

M & B DESCRIPTION COM AT SW COR OF MILL & WALNUT STS W 8 RDS S 5 RDS E 8 RDS N 5 RDS SECTION 15 EXCEPT S 8 FT OF ABOVE DESC. NOTE: TIFA DIST #1 (CBD)

Legal Description: 200 Walnut Street, Mt. Pleasant, MI 48858 (PIDN: 17-000-15-859-00)

M & B DESCRIPTION COM AT SW COR OF MILL & WALNUT ST W 8 RDS N 4 RDS E 8 RDS S 4 RDS SECTION 15. NOTE: TIFA DIST #1 (CBD)

Legal Description: 120 Walnut Street, Mt. Pleasant, MI 48858 (PIDN: 17-000-902-00)

PART OF THE NE 1/2 OF SW 1/4 OF SEC 15, T14N-R4W, BEG AT PT ON N LINE OF MILL ST WHICH IS WEST 313.5 FT FROM THE INTERSECTION OF THE N LINE OF MILL ST WITH THE WEST LINE OF OAK ST, TH N 90 FT, W 75 FT, TH S 90 FT, TH E 75 FT TO POB. INCLUDING THE USE OF A NON-EXCLUSIVE INGRESS-EGRESS EASEMENT DESCRIBED AS BEGINNING AT POINT ON THE N LINE OF MILL ST WHICH IS W 264 FT FROM THE INTERSECTION OF N LINE OF MILL ST AND THE WEST LINE OF OAK ST, TH W 49.5 FT ALONG N LINE MILL ST, TH N 192 FT, TH E 49.5 FT, TH S 192 FT TO THE POB.

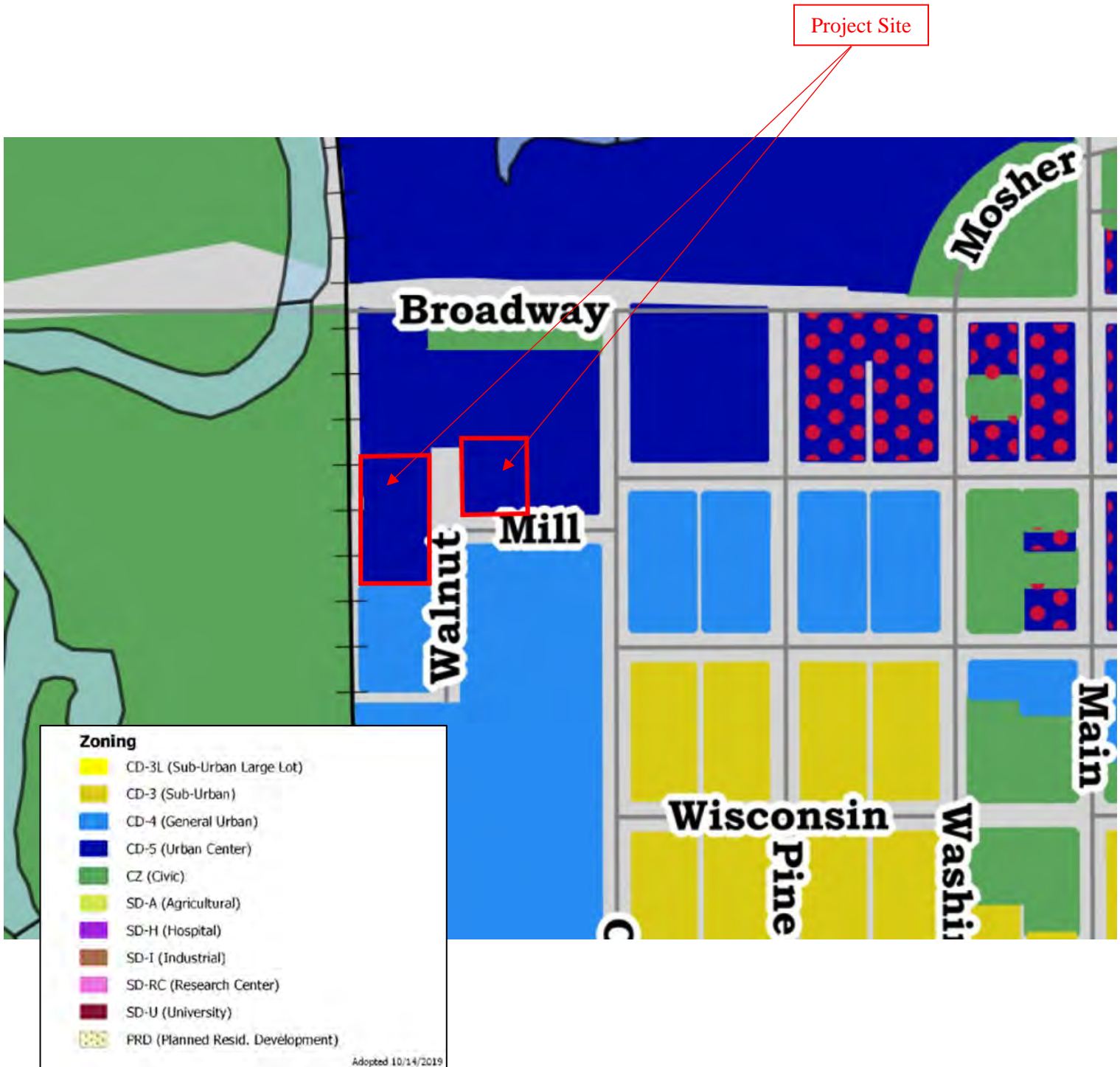
Legal Description: 501 W Broadway Street, Mt. Pleasant, MI 48858 (PIDN: 17-000-15-899-00)

PART OF NE 1/4 OF SW 1/4 SEC 15, T14N-R4W, COM AT INTERSECTION E LINE AARR AND S LINE BROADWAY ST, TH E ALONG S LINE BROADWAY TO WEST LINE OAK ST, TH S 75 FT M/L TO A PT WHICH IS N 214.5 FT FROM INTERSECTION OF W LINE OAK AND N LINE MICHIGAN EXTENDED WEST, TH W 123 FT, TH S TO PT WHICH IS 132 FT N OF N LINE MILL, TH W, 141 FT, TH S 132 FT TO N LINE MILL, TH W 49.5 FT, TH N 90 FT, TH W 75 FT, TH S 90 FT, TH W TO E ROW LINE RR, TH N TO POB, EXC COM AT INTER OS E ROW LINE RR AND NWLY BANK OF CHANNNEL, TH N ALONG RR ROW 181.95 FT TO S LINE BROADWAY, TH E ALONG S LINE 139 FT, TH S 65 FT TO NWLY BANK OF CHANNEL, TH SWLY ALONG THE NLY SIDE OF CHANNEL TO POB, ALSO EXC BEG AT PT WHICH IS N 132 FT FROM N LINE MILL ST AND W 123 FT FROM W LINE OAK ST, TH W 141 FT, TH N 60 FT, TH W 49.5 FT, TH NLY 121.55 FT, S S 89D59M E 194 FT, TH S 181.50 FT TO POB, ALSO EXC THAT PART LYING N OF LINE DESC AS BEG AT PT ON W LINE OAK ST WHICH IS 214.5 FT FROM INTERSECTION W LINE OAK AND N LINE MICHIGAN, EXTD WEST, SAID PT OF BEG BEING S 82.5 FT FROM INTER OF W LINE OAK WITH E & W 1/4 LINE, TH N 89D59M W PARALLEL WITH E & W 1/4 LINE, INCLUDING USE OF INGRESS-EGRESS EASEMENT OVER W 30 FT THEREOF. SUBJECT TO USE FOR NON-EXCLUSIVE INGRESS-EGRESS EASEMENT THAT PART DESCRIBED AS BEGINNING AT A PT ON N LINE MILL ST WHICH IS WEST 264 FT FROM THE INTERSECTION OF N LINE MILL ST WITH THE WEST LINE OF OAK ST, TH W 49.50 FT ALONG THE N LINE OF MILL ST, TH N 192 FT, TH E 49.5 FT, TH S 192 FT TO POB. . DESCRIPTION EDITED PER ASSR 04-10-08

PROJECT OVERVIEW | ZONING INFORMATION

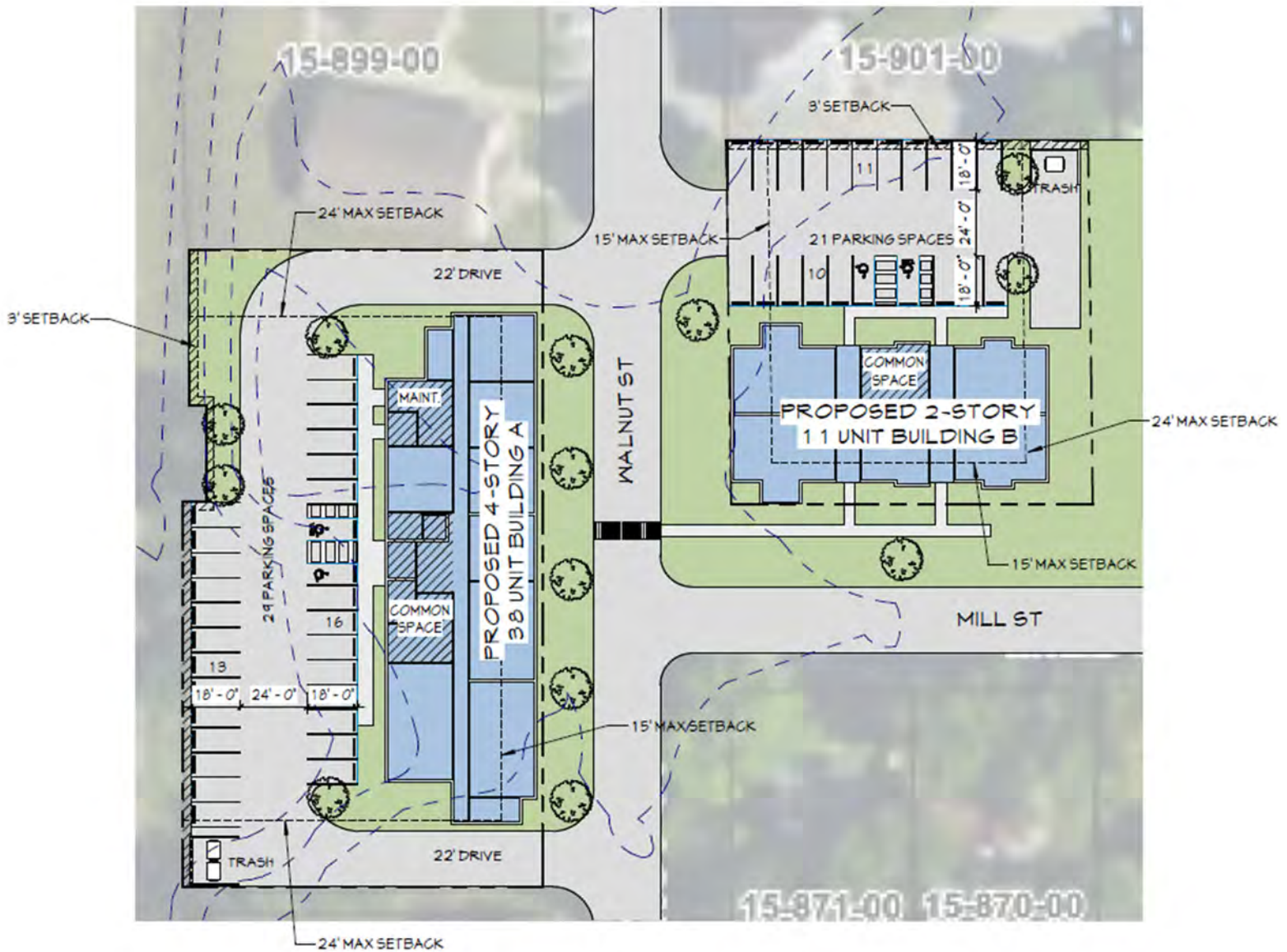
Current Zoning: CD-5 (Urban Center)

The Project is consistent with the current zoning of the property. Specifically, multi-family units are permitted by right within the CD-5 Urban Center district at a density of 96 units per acre.



PROJECT OVERVIEW | CONCEPTUAL SITE PLAN

The below conceptual site plan for 49 units is meant to serve as a starting point and example of the size and scale of the proposed Project. Should the Project be selected for the RFP, Spire will engage with city staff to refine the site plan and determine the ideal Project layout and design.



preliminary site plan 1" = 40'-0"



CONCEPT DESIGN | EXAMPLE PROJECTS

Mill Street Landing will provide 40-50 units of workforce general occupancy housing. Project amenities will include community space, interior bicycle parking, supportive services and leasing offices, business center, and community laundry facilities. The Project will be built to LEED Zero energy or equivalent energy efficiency rating. Should the Project be selected for the RFP, Spire will engage with city staff to determine the ideal site plan layout.

Center City Lofts

*Midland, Michigan
General Occupancy*



Campbell Landing

*Bellefontaine, Ohio
General Occupancy*









The Lofts at Milnes Plaza
Coldwater, Michigan
General Occupancy





Residences at Courtyard Crossing
Independence, Kentucky
Senior, 55+



Glenns Creek Manor
Frankfort, Kentucky
Senior, 55+







Newberry Apartments
Parkersburg, WV
Senior, 55+







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Section 3

FINANCIAL STRUCTURE AND CONCEPTUAL PRO-FORMA

FINANCIAL STRUCTURE

PROJECT SOURCES & USES

Uses:

Acquisition & Pre-Development	755,794
Construction	9,591,574
Interim Costs During Construction	808,046
Soft Costs	1,843,803
Reserves	177,204
Total Uses	\$13,176,421

Sources:

First Mortgage	1,070,000
Tax Credit Equity	11,994,850
Deferred Fee	111,571
Total Sources	\$13,176,421

UNIT MIX

Unit type	Number of Units	% of Total
1-BR / 1-BA	22	45%
2-BR / 1.5-BA	15	31%
3-BR / 1.5-BA	12	24%
	49	100%

UNIT AMI MIX

AMI	Units	2023 Household Income to Qualify				
		1 person/ household	2 people/ household	3 people/ household	4 people/ household	5 people/ household
30%	12	\$15,900	\$18,180	\$20,460	\$22,710	\$24,540
40%	5	\$21,200	\$24,240	\$27,280	\$30,280	\$32,720
60%	10	\$31,800	\$36,360	\$40,920	\$45,420	\$49,080
80%	22	\$42,400	\$48,480	\$54,560	\$60,560	\$65,440
	49					

Estimated Rents: Estimated rents as of July 2023, depending on a resident's income, will range from \$245-\$850 for 1-bedroom units, \$290-\$950 for 2-bedroom units, and \$330-\$1,050 for 3-bedroom units.

FINANCING

Equity: Spire anticipates applying for housing Tax Credits through the Michigan State Housing Development Authority in the December 2023 9% funding round. If the Project does not receive an award, it will reapply in subsequent October and April funding rounds.

Debt: Spire Development will secure first mortgage debt after an award of tax credits.

PILOT: The project is requesting a 30-year 4% PILOT from the City of Mount Pleasant.

PROJECT TIMELINE

Spire Development anticipates applying for Housing Tax Credits in December of 2023, which will allow ample time for municipal entitlements and stakeholder buy-in. If the Project is awarded tax credits in the December 2023 funding round, we anticipate commencement of construction by summer of 2024, with occupancy approximately fall of 2025. The schedule below shows major milestones for the project:

RFP Submittal	July 2023
RFP Awarded	August 2023
PILOT Approval	August 2023
Site Plan Approval	August 2023
MSHDA Application	December 1, 2023
MSHDA Award Announcements	April 2023
Construction commencement	August 2024
Construction Completion	October 2025
Resident Move-In	October 2025

Financial Capacity: Spire Development, Inc., the principals of which are Thomas Grywalski (614-350-0391, tom@livespired.com) and Scott Harrold (614-350-0391, scott@livespired.com), will guarantee construction completion, provide guarantees to the tax credit investor, and fund predevelopment costs.

CONCEPTUAL OPERATING PRO FORMA

Cash Flow - Mill Street Landing

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Effective Gross Income	\$373,246	\$380,711	\$388,325	\$396,092	\$404,014	\$412,094	\$420,336	\$428,743	\$437,317	\$446,064	\$454,985	\$464,085	\$473,366	\$482,834	\$492,490
Administrative Expenses	\$91,410	\$94,152	\$96,977	\$99,886	\$102,883	\$105,969	\$109,148	\$112,423	\$115,795	\$119,269	\$122,847	\$126,533	\$130,329	\$134,239	\$138,266
Utility Expenses	\$30,030	\$30,931	\$31,859	\$32,815	\$33,799	\$34,813	\$35,857	\$36,933	\$38,041	\$39,182	\$40,358	\$41,569	\$42,816	\$44,100	\$45,423
Operating/Maintenance Expenses	\$95,595	\$98,463	\$101,417	\$104,459	\$107,593	\$110,821	\$114,145	\$117,570	\$121,097	\$124,730	\$128,472	\$132,326	\$136,296	\$140,384	\$144,596
Payment in Lieu of Taxes	\$13,729	\$14,141	\$14,565	\$15,002	\$15,452	\$15,916	\$16,393	\$16,885	\$17,391	\$17,913	\$18,451	\$19,004	\$19,574	\$20,161	\$20,766
Taxes and Insurance Expenses	\$14,765	\$15,208	\$15,664	\$16,134	\$16,618	\$17,117	\$17,630	\$18,159	\$18,704	\$19,265	\$19,843	\$20,438	\$21,051	\$21,683	\$22,333
Replacement Reserve (\$400/unit)	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600
Total Operating Expenses	\$265,129	\$272,495	\$280,082	\$287,896	\$295,945	\$304,235	\$312,774	\$321,570	\$330,629	\$339,960	\$349,570	\$359,470	\$369,666	\$380,168	\$390,985
Net Operating Income	\$108,117	\$108,216	\$108,244	\$108,196	\$108,069	\$107,859	\$107,561	\$107,173	\$106,689	\$106,104	\$105,415	\$104,615	\$103,701	\$102,666	\$101,506
Permanent DSCR	\$89,278 1.21	\$89,278 1.21	\$89,278 1.21	\$89,278 1.21	\$89,278 1.21	\$89,278 1.21	\$89,278 1.20	\$89,278 1.20	\$89,278 1.20	\$89,278 1.19	\$89,278 1.18	\$89,278 1.17	\$89,278 1.16	\$89,278 1.15	\$89,278 1.14
Cash Flow	\$18,839	\$18,938	\$18,966	\$18,918	\$18,791	\$18,581	\$18,283	\$17,895	\$17,411	\$16,826	\$16,137	\$15,337	\$14,423	\$13,388	\$12,228
	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Effective Gross Income	\$503,571	\$514,902	\$526,487	\$538,333	\$550,446	\$562,831	\$575,494	\$588,443	\$601,683	\$615,221	\$629,063	\$643,217	\$657,690	\$672,488	\$687,618
Administrative Expenses	\$142,414	\$146,686	\$151,087	\$155,619	\$160,288	\$165,097	\$170,050	\$175,151	\$180,406	\$185,818	\$191,392	\$197,134	\$203,048	\$209,139	\$215,414
Utility Expenses	\$46,786	\$48,189	\$49,635	\$51,124	\$52,658	\$54,238	\$55,865	\$57,541	\$59,267	\$61,045	\$62,876	\$64,762	\$66,705	\$68,706	\$70,768
Operating/Maintenance Expenses	\$148,934	\$153,402	\$158,004	\$162,744	\$167,626	\$172,655	\$177,835	\$183,170	\$188,665	\$194,325	\$200,155	\$206,159	\$212,344	\$218,714	\$225,276
Payment in Lieu of Taxes	\$21,389	\$22,031	\$22,692	\$23,373	\$24,074	\$24,796	\$25,540	\$26,306	\$27,095	\$27,908	\$28,745	\$29,608	\$30,496	\$31,411	\$32,353
Taxes and Insurance Expenses	\$23,003	\$23,693	\$24,404	\$25,136	\$25,891	\$26,667	\$27,467	\$28,291	\$29,140	\$30,014	\$30,915	\$31,842	\$32,797	\$33,781	\$34,795
Replacement Reserve (\$400/unit)	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600	\$19,600
Total Operating Expenses	\$402,126	\$413,602	\$425,422	\$437,597	\$450,137	\$463,053	\$476,356	\$490,059	\$504,173	\$518,710	\$533,683	\$549,106	\$564,991	\$581,353	\$598,205
Net Operating Income	\$101,445	\$101,300	\$101,065	\$100,736	\$100,309	\$99,778	\$99,138	\$98,384	\$97,510	\$96,511	\$95,380	\$94,111	\$92,699	\$91,135	\$89,413
Permanent DSCR	\$89,278 1.14	\$89,278 1.13	\$89,278 1.13	\$89,278 1.13	\$89,278 1.12	\$89,278 1.12	\$89,278 1.11	\$89,278 1.10	\$89,278 1.09	\$89,278 1.08	\$89,278 1.07	\$89,278 1.05	\$89,278 1.04	\$89,278 1.02	\$89,278 1.00
Cash Flow	\$12,167	\$12,022	\$11,787	\$11,458	\$11,031	\$10,500	\$9,860	\$9,106	\$8,232	\$7,233	\$6,102	\$4,833	\$3,421	\$1,857	\$135
Operating Income Increase	2%														
Operating Expenses Increase	3%														



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Section 4

AFFORDABLE HOUSING PILOT SCORING MATRIX

Affordable Housing / PILOT Scoring Matrix

Point Scoring: N/A, 1, 2 or 3. N/A = either not applicable or no information supplied. 1 = poor, or below expectations. 2 = average or meets minimum standards. 3 = exceeds standards.			
Building Type / Design			
The City places a high value on land efficiency, a maximization of limited housing credits, and high-quality construction.		Possible Points	Points Scored
[1]	Maximize Land Utilization	3	3
[2]	Green Infrastructure	3	3
	Universal Accessibility (i.e., ADA, Aging in Place)	3	3
[3]	Quality & Durability of Exterior Construction, Efficiency	3	3
Location / Connectivity			
The City places a high value on integrating affordable housing throughout the community and locating housing near services and places of employment.			
	Access to Transportation Choices (Transit/Trail Orientated)	3	3
	Walk Accessible Services (Grocery, Schools, Employment)	3	3
	Serves Corridor Redevelopment	3	3
[4]	Quality of Site Improvements, Place Making	3	3
Context / Need			
The City places a high value on PILOT requests that appeal to a broad range of demographic groups.			
	Unit Diversity (i.e., studio, 1, 2 bedroom)	3	3
	Meets minimum state housing authority thresholds of at least 20% of units for residents whose incomes do not exceed 50% of AMI or 40% of units for residents whose incomes do not exceed 60% of AMI	3	3
	Provides higher percentage of affordable units and/or reaches a lower percentage of AMI than the minimum state housing authority thresholds	3	3
	Demographic Groups Served	3	3
Total Points: Possible / Received		36	

Interpretation	Total Score	Total Points
Poor	< 23	
Acceptable	24-28	
Excellent	29-36	36

Notes

- [1] To encourage efficiencies in land use and cost of services, the City awards maximum points to projects that use space most efficiently in compliance with the City's zoning ordinance within applicable zoning districts.
- [2] Green infrastructure is utilized to reduce impacts on stormwater infrastructure. Green infrastructure may include, but not be limited to green roof technology, rain gardens, permeable pavements, maintaining existing or increasing tree canopy.
- [3] Quality & Durability Definitions: *Exterior construction* shall be of durable materials (i.e. wood, composite, brick, concrete or steel siding). *Efficiencies* refers to energy efficiencies that meet Energy Star standards.
- [4] Place making promotes people's health, happiness, and well-being. Points are awarded based on the quality of improvements made to the common space surrounding the proposed development. Those improvements may include, but not be limited to improved sidewalk access, covered bike parking, increased tree sizes.

APPENDIX

Development Team Resumes & Experience

Developer – Spire Development, Inc.

Architect – Berardi + Partners

General Contractor – Three Rivers Corporation

Property Management – KMG Prestige

Spire Development, Inc.
Project Developer

Contact

Sean McMickle
614-350-0391
sean@livespired.com

Overview



Spire Development is a niche real estate development company committed to building and owning meaningful communities for working families and seniors. Above all, our developments enhance the lives of our residents and enrich the communities we serve.

Services

Spire Development partners with select municipalities, government agencies, non-profit organizations, and like-minded developers to build and own meaningful rental housing communities for working families and seniors. With each project, Spire engages stakeholders and focuses on the unique aspects of each community to create enriched housing developments that empower residents and neighborhoods alike. Spire leads all aspects of the development process including site selection, due diligence, zoning and entitlements, design, site planning and engineering, financial projections and budgeting, syndicator and investor selection, construction and permanent loan structuring, application assembly, and construction monitoring.

Leadership

Spire Development, Inc. and Spire Real Estate Holdings, LLC (collectively "Spire") are the majority developer and majority general partner, respectively, on 29 9% LIHTC projects that have been awarded in Ohio, West Virginia, Kentucky, and Michigan. A summary of the developments follows: (i) Hopewell Cottages, a 50-unit new construction family workforce housing project, located in Hebron, Ohio; (ii) Arlington Ridge Townhomes, a 46-unit new construction family workforce housing project, located in Green, Ohio; (iii) Newberry Apartments, a 32-unit new construction seniors housing project, located in Parkersburg, West Virginia; (iv) Three Springs Townhomes, a 40-unit new construction family workforce housing project, located in Crescent Springs, Kentucky; (v) Swan Creek Crossing, a 28-unit new construction seniors housing project, located in Swanton, Ohio; (vi) Arrowleaf Apartments, a 28-unit new construction family workforce housing project, located in Grove City, Ohio; (vii) The Lofts at Milnes Plaza, a 50-unit new construction family workforce housing project, located in Coldwater, Michigan; (viii) Rowan Apartments, a 36-unit new construction family workforce housing project, located in Parkersburg, West Virginia; (ix) Campbell Landing, a 52-unit new construction general occupancy workforce housing project, located in Bellefontaine, Ohio; (x) Hawthorn Landing, a 68-unit new construction family workforce housing project, located in Fairborn, Ohio; (xi) Thurston Landing, a 36-unit new construction seniors housing project, located in Charleston, West Virginia; (xii) Residences at Courtyard Crossing, a 47-unit new construction seniors housing project, located in Independence, Kentucky; (xiii) Hempstead Landing, a 40-unit new construction family workforce housing project, located in Kettering, Ohio; (xiv) Resolution Family Apartments, a 51-unit new construction family workforce housing project, located in Ashtabula, Ohio; (xv) Thurston Landing II, a 40-unit new construction seniors housing project, located in Charleston, West Virginia; (xvi) Glenss Creek Manor, a 80-unit new construction seniors housing project, located in Frankfort, Kentucky; (xvii) Austin Commons, a 47-unit new construction family workforce housing project, located in Miami Township, Ohio; (xviii) Darby Run, a 50-unit new construction family workforce housing project, located in Kettering, Ohio; (xix) Resolution Senior Apartments, a 28-unit seniors housing project, located in Ashtabula, Ohio; (xx) Barnett Commons, a 32-unit new construction seniors housing project, located in Huntington, West Virginia; (xxi) Center City Lofts, a 55-unit new construction family workforce housing project, located in Midland, Michigan; (xxii) Residences at Courtyard Crossing II, a 50-unit new construction seniors housing project, located in Independence, Kentucky; (xxiii) Canal Crossing, a 42-unit new construction family workforce housing project, located in Hebron, Ohio; (xxiv) Walnut Woods, a 53-unit new construction family workforce housing project, located in Massillon, Ohio; (xxv) Imperial Lofts, a 36-unit new construction seniors housing project, located in Huntington, West Virginia; (xxvi) Patriot Point, a 36-unit new construction seniors housing project, located in Parkersburg, West Virginia; (xxvii) Bee Creek Crossing, a 80-unit new construction seniors housing project, located in Murray, Kentucky; (xxviii) 65 Nickel, a 43-unit new construction general occupancy workforce housing project located in Akron, Ohio; and (xxix) Parkway Lofts, a 43-unit new construction general occupancy workforce housing project located in Canton, Ohio.

The principals of Spire Development possess a combined 24-years of experience in the development and financing of real estate in the market rate, affordable, assisted living, and seniors housing sectors. The principals have been involved in the acquisition, pre-development, and development of over 2,300 multifamily housing units and over \$350 million of mixed-use real estate assets. Furthermore, they have been involved in the underwriting, structuring, and advisory of real estate transactions totaling over \$700 million.

Thomas Grywalski, CEO



Tom Grywalski is a co-founder and the president and chief executive officer of Spire Development, Inc., as well as a principal of Spire Real Estate Holdings, LLC.

Previously Tom worked for a mortgage banking and investment banking firm that specializes in providing financial solutions to the affordable housing and senior living sectors. While at that firm, Tom developed expertise in underwriting bonds as well as originating and structuring USDA, Fannie Mae, and HUD/FHA-insured debt solutions. Tom also possesses experience in sell-side advisory and direct investment transactions and has worked as an analyst for a Midwest private equity firm.

Tom served on active duty for six years as an infantry officer in the U.S. Army, where he earned the following qualifications: ranger tab, combat infantryman badge, expert infantryman badge, airborne wings, and air assault wings. Tom is a combat veteran of the wars in Afghanistan and Iraq.

Tom holds a master's degree in business administration from The Ohio State University and a bachelor's degree in philosophy from the United States Military Academy at West Point. He holds general securities representative licenses (Series 7, 63, and 79).

Scott Harrold, COO



Scott Harrold is a co-founder and the executive vice president and chief operating officer of Spire Development, Inc., as well as a principal of Spire Real Estate Holdings, LLC.

Previously Scott was a development executive for Steiner + Associates, a real estate developer and master-planner providing development, leasing, management, and third-party services. While at Steiner, Scott was part of the development team responsible for the development of Liberty Center, a 1.3 million square foot mixed-use center located in Cincinnati, Ohio.

Prior to joining Steiner + Associates, Scott was a vice president with a mortgage banking and investment banking firm that specializes in providing financial solutions to the affordable

housing and senior living sectors. While at that firm, Scott was responsible for all aspects of the structuring, underwriting, and closing processes. Prior to that, Scott worked as a development manager for a regional market-rate apartment developer.

Scott earned dual master's degrees in accountancy and city and regional planning from the Fisher College of Business and Knowlton School of Architecture at The Ohio State University. Scott also earned a bachelor's degree in finance from the University of Dayton, where he was awarded membership to the National Society of Collegiate Scholars.

Michael Hanagan, JD, CPA, Vice President of Finance

Michael Hanagan is vice president of finance with Spire Development and Spire Consulting.

Mike spent the last 10 years as a tax consultant with a large commercial and market rate developer. Most recently in this role, Mike served as the leader of complex tax transaction planning and analysis. Additionally, Mike worked cross functionally with accounting, legal, development, asset management, and executive leadership on a variety of significant operational and transactional matters.

Mike earned a bachelor's degree in financial services from Wright State University and a law degree from the University of Dayton School of Law. He is a licensed attorney and certified public accountant.

Amanda Northrup, Vice President of Asset Management

Amanda Northrup is vice president of asset management with Spire Development and Spire Consulting.

Previously Amanda worked as a regional manager for a full-service development and property management company specializing in affordable housing. In this role, Amanda was responsible for all aspects of the day-to-day operations of a portfolio of rental communities, including capital improvements and inspection readiness and response. Additionally, Amanda was responsible for the lease-up and stabilization of 13 affordable housing communities. Prior to her experience in the affordable housing industry, Amanda worked for 10 years as the operations manager for a residential custom home builder.

Amanda earned a bachelor's degree in human services and communication from Ohio University.

Sean McMickle, Vice President of Development

Sean is a vice president of development with Spire Development.

Previously Sean worked in The Ohio State University Department of Athletics, serving as the head nutritionist for Ohio State's football program for five seasons under head coach Urban Meyer. While with Ohio State, Sean created nutritional programming procedures and established standards of practice to promote athletic performance and development.

Sean holds a master's degree in business administration from The Ohio State University and a bachelor's degree in dietetics from The Ohio State University.

Ryan Laber, Development Associate

Ryan is a development associate with Spire Development.

Previously Ryan worked for Level Agency for Infrastructure, a planning and sustainability consultancy headquartered in Brooklyn, New York, where he served as Senior Engineer. In this role, Ryan provided services in sustainable infrastructure planning, risk assessment & resiliency planning, project implementation advice, and public policy analysis and design.

Prior to Level Agency for Infrastructure, Ryan worked as a Project Site-Civil Engineer for Bayer Becker, Inc., headquartered in Cincinnati. While at Bayer Becker, Inc., Ryan served as a client-facing project manager for multiple private multifamily and mixed-use real estate developments, where he collaborated with owners, design partners, and construction teams on due diligence, schematic design, and permitting during feasibility and pre-construction phases of development.

Ryan earned dual bachelor's degrees in Civil Engineering and City & Regional Planning from the Ohio State University and is a licensed Professional Engineer (P.E.).

Carson Showe, Development Associate

Carson is a development associate with Spire Development.

Previously Carson worked as an acquisitions associate for Urban Land Co., a multifamily investment and development company headquartered in Columbus, Ohio. In this role, Carson was involved in the identification, underwriting, due diligence, and closing of multifamily acquisitions. Prior to Urban Land Co., Carson worked as a real estate market analyst for Vogt Strategic Insights where he was involved in over 50 real estate market studies across 15 states.

Carson holds a master's degree in real estate development from Arizona State University and a bachelor's degree in economics from The Ohio State University.

Mrunal Matadar, Development Analyst

Mrunal Matadar is a development analyst with Spire Development and Spire Consulting.

While completing his undergraduate coursework, Mrunal was a development intern with Spire Development. Prior to that, he was a project engineer co-op with a large commercial general contractor in Louisville, KY. As a project engineer co-op, Mrunal worked on multifamily and healthcare projects, assisting with subcontractor coordination, quality control, submittal reviews, and other construction management procedures.

Mrunal earned a bachelor's degree in civil engineering from The Ohio State University.



HOPEWELL
COTTAGES

Hopewell Cottages is a general occupancy workforce housing community in the Village of Hebron, Licking County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.





HOPEWELL
COTTAGES

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Newberry Apartments is an age-restricted senior housing community in Parkersburg, Wood County, West Virginia. The community received 9% housing tax credits from the West Virginia Housing Development Fund.





NEWBERRY
APARTMENTS

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ARLINGTON RIDGE
T O W N H O M E S

Arlington Ridge Townhomes is a general occupancy workforce housing community in the City of Green, Summit County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.






ARLINGTON RIDGE
TOWNHOMES

Spire Development | 330 West Spring Street, Suite 430, Columbus, Ohio 43215 | (614) 350-0391



Three Springs Townhomes is a general occupancy workforce housing community in the City of Crescent Springs, Kenton County, Kentucky. The community received 9% housing tax credits from the Kentucky Housing Corporation.





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THE LOFTS
AT MILNES PLAZA

The Lofts at Milnes Plaza is a general occupancy workforce housing community in the City of Coldwater, Branch County, Michigan. The community received 9% housing tax credits from the Michigan State Housing Development Authority.





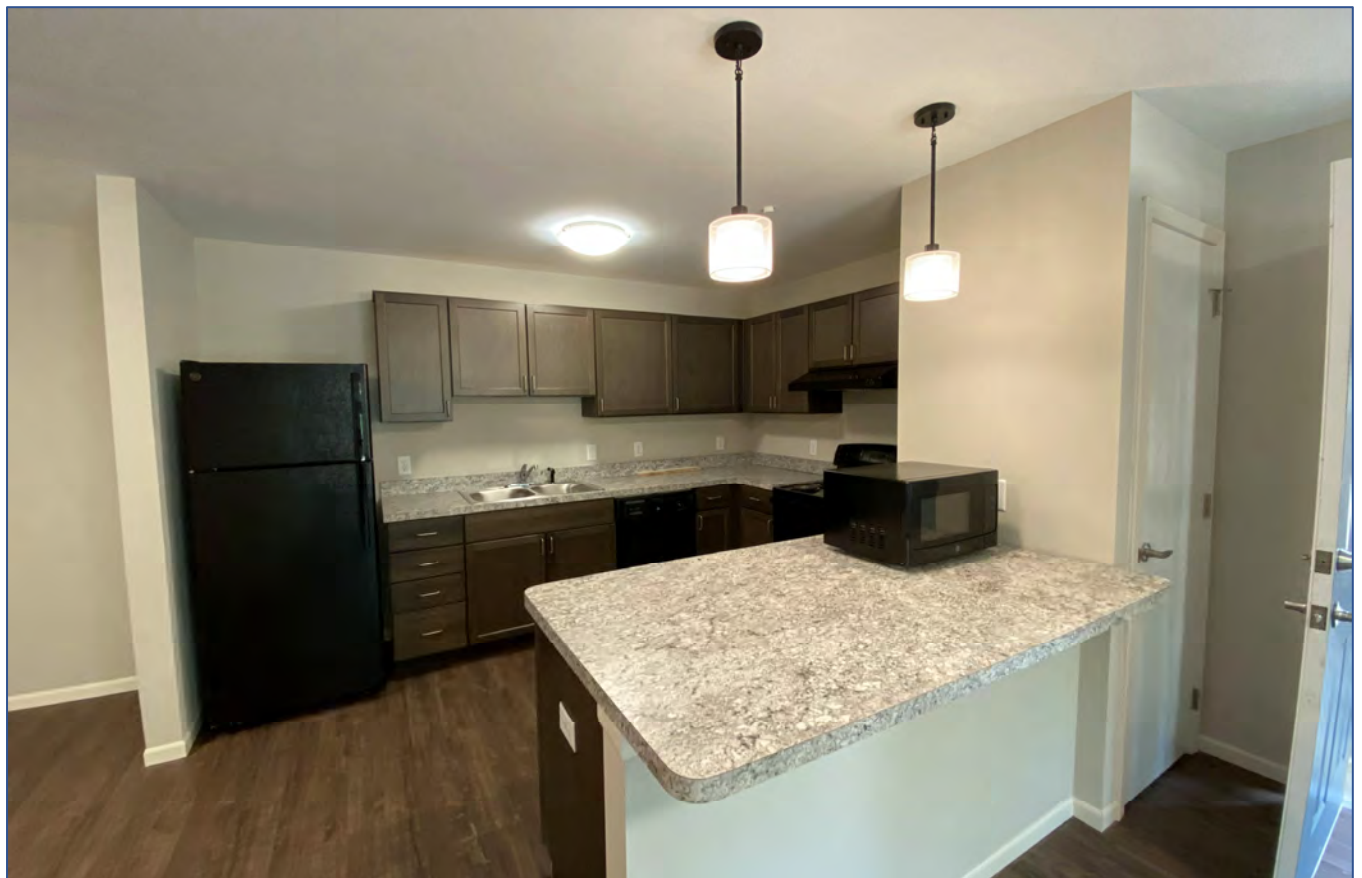
THE LOFTS
AT MILNES PLAZA

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ARROWLEAF
APARTMENTS

Arrowleaf Apartments is a general occupancy workforce housing community in the City of Grove City, Franklin County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.



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Spire Development | 330 West Spring Street, Suite 430, Columbus, Ohio 43215 | (614) 350-0391



Swan Creek Crossing is an age-restricted senior housing community in the Village of Swanton, Fulton County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.





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ROWAN
APARTMENTS

Rowan Apartments is a general occupancy housing community in Parkersburg, Wood County, West Virginia. The community received 9% housing tax credits from the West Virginia Housing Development Fund.





ROWAN
APARTMENTS

Spire Development | 330 West Spring Street, Suite 430, Columbus, Ohio 43215 | (614) 350-0391



HAWTHORN LANDING
A P A R T M E N T S

Hawthorn Landing is a general occupancy workforce housing community in Fairborn, Greene County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.







Campbell Landing is a general occupancy workforce housing community in Bellefontaine, Logan County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.





Spire Development | 330 West Spring Street, Suite 430, Columbus, Ohio 43215 | (614) 350-0391



The Residences at Courtyard Crossing is an age-restricted senior housing community in Independence, Kenton County, Kentucky. The community received 9% housing tax credits from the Kentucky Housing Corporation.







Thurston Landing is a general occupancy and age-restricted senior housing community near St. Albans, Kanawha County, West Virginia. The community received 9% housing tax credits from the West Virginia Housing Development Fund.





HEMPSTEAD
LANDING

Hempstead Landing is a general occupancy workforce housing community in Kettering, Montgomery County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.





Resolution Apartments is a general occupancy workforce housing community in Ashtabula Township, Ashtabula County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.





THURSTON
LANDING II

Thurston Landing II is a general occupancy and age-restricted senior housing community near St. Albans, Kanawha County, West Virginia. The community received 9% housing tax credits from the West Virginia Housing Development Fund.





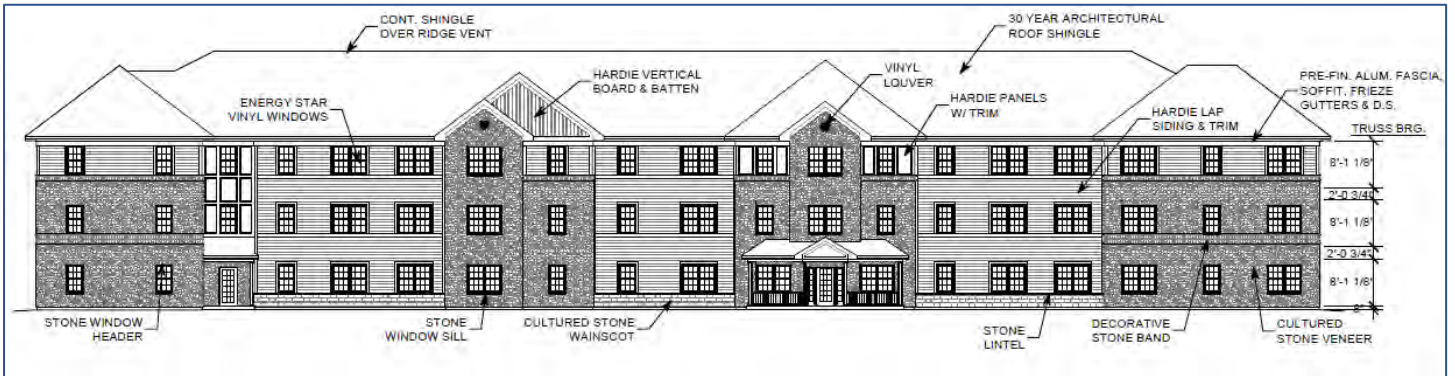
GLENN'S CREEK MANOR

Glenns Creek Manor is an age-restricted senior housing community in Frankfort, Franklin County, Kentucky. The community received 9% housing tax credits from the Kentucky Housing Corporation.





Darby Run is a general occupancy workforce housing community in Kettering, Montgomery County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.



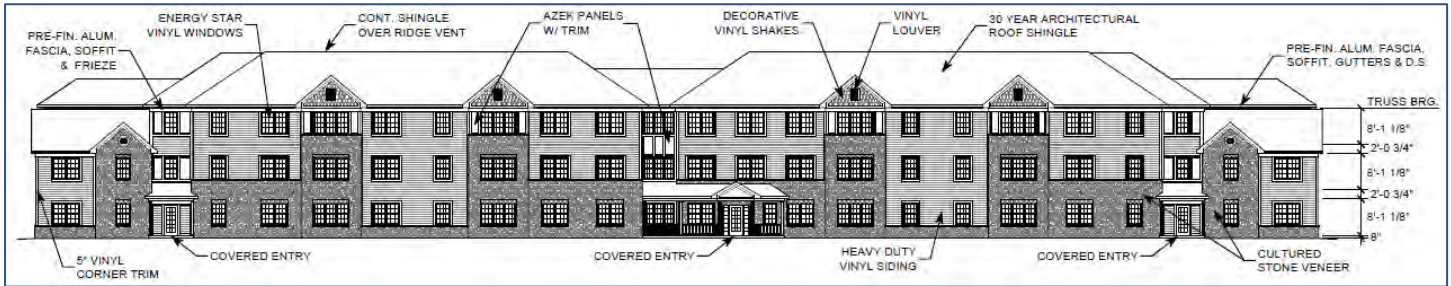


Austin Commons is a general occupancy workforce housing community in Miami Township, Montgomery County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.



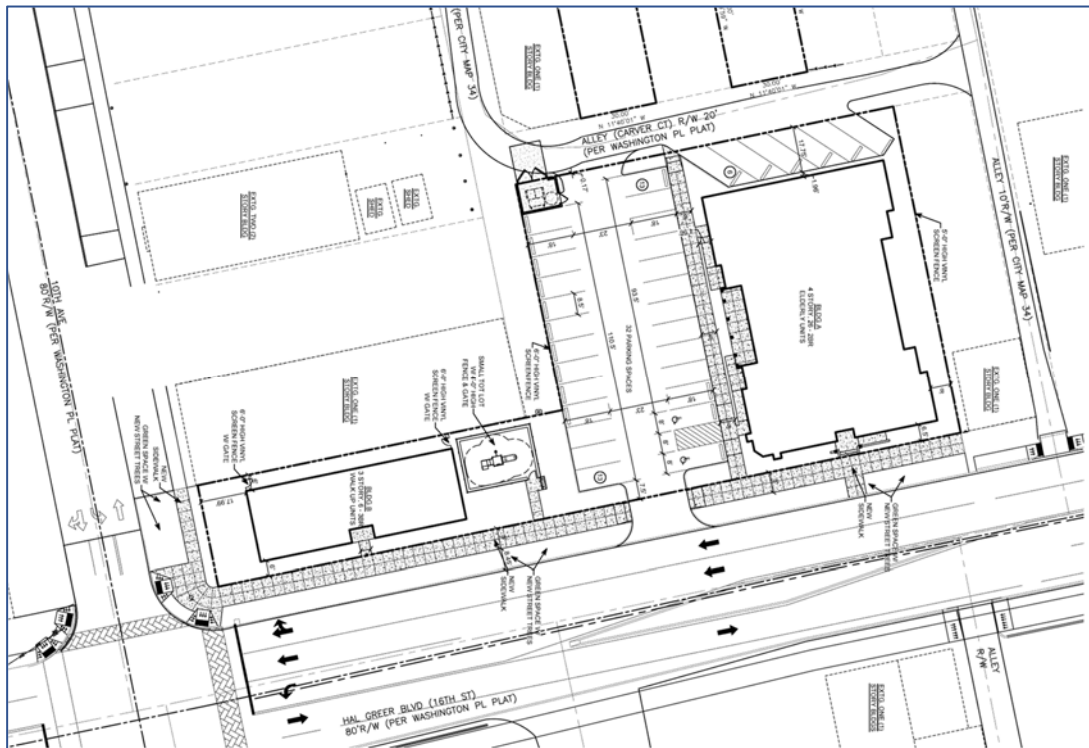


Resolution Senior Apartments is an age-restricted senior housing community in Ashtabula, Ashtabula County, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency.





Barnett Commons is a general occupancy and age-restricted senior housing community in Huntington, Cabell County, West Virginia. The community received 9% housing tax credits from the West Virginia Housing Development Fund.



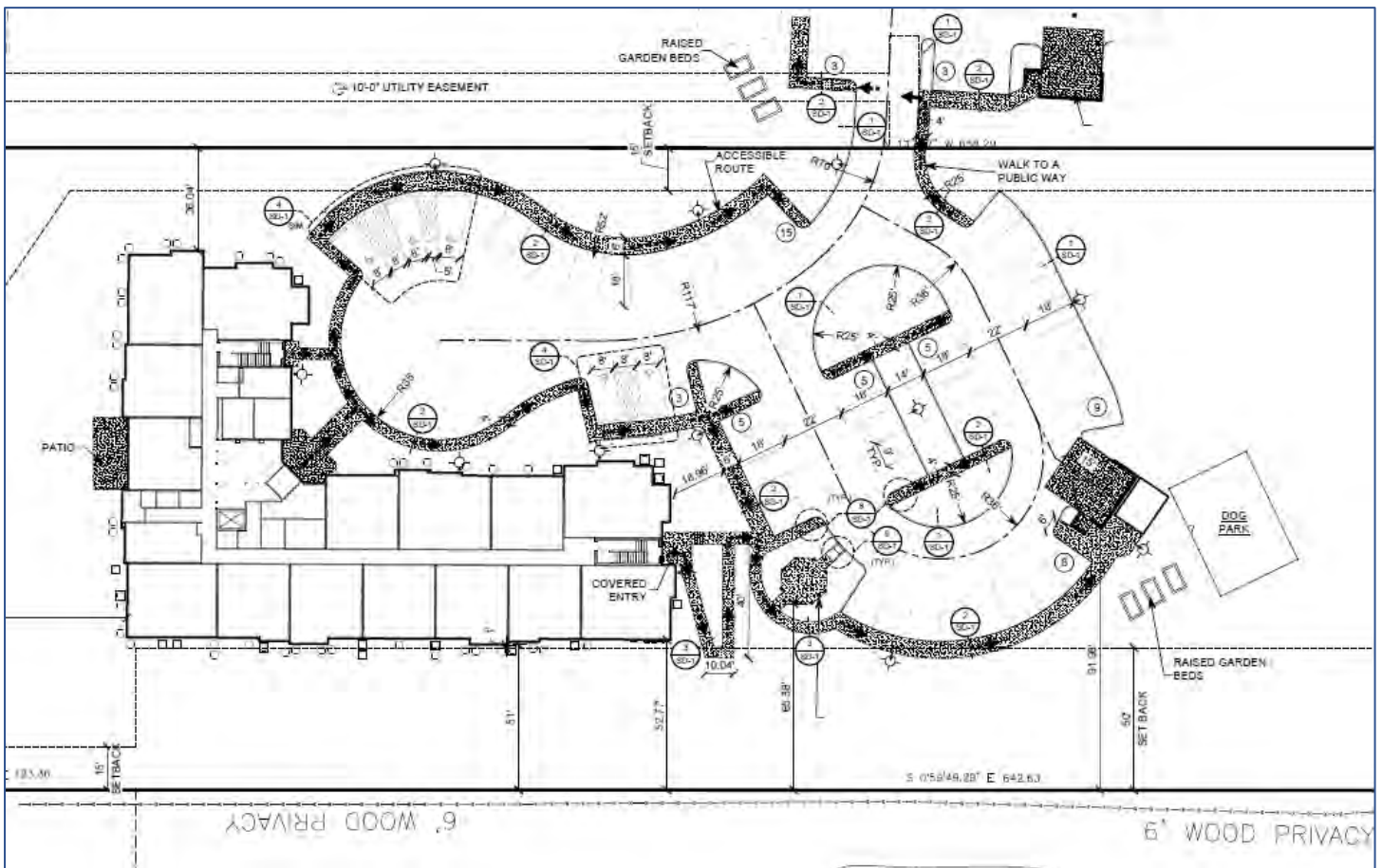


Center City Lofts is a general occupancy family housing community in Midland, Michigan. The community received 9% housing tax credits from the Michigan State Housing Development Authority.



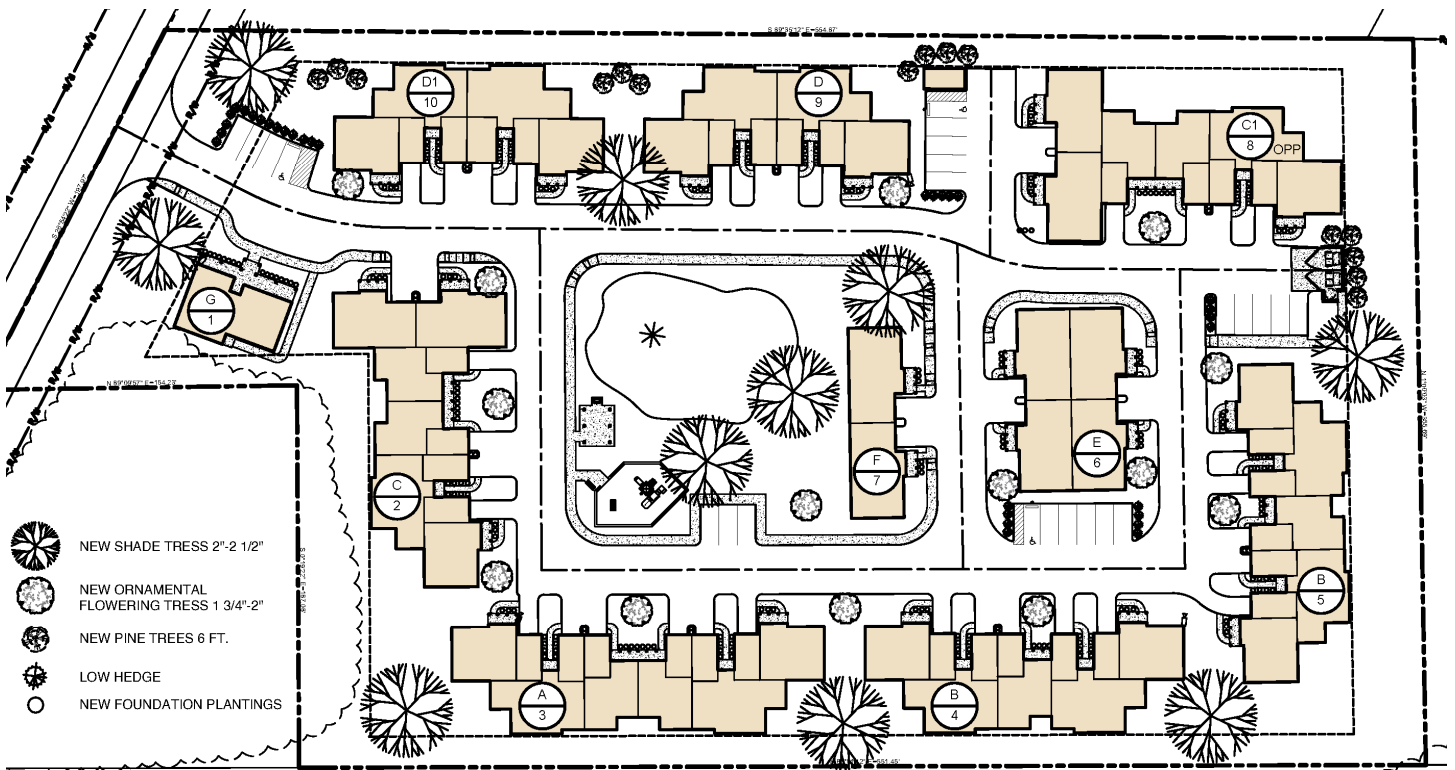
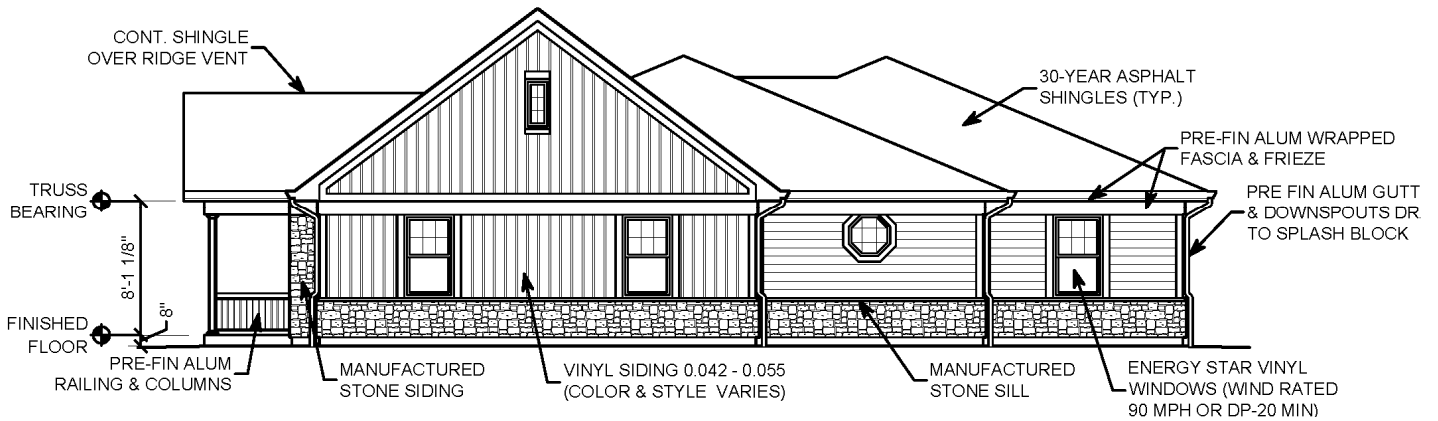
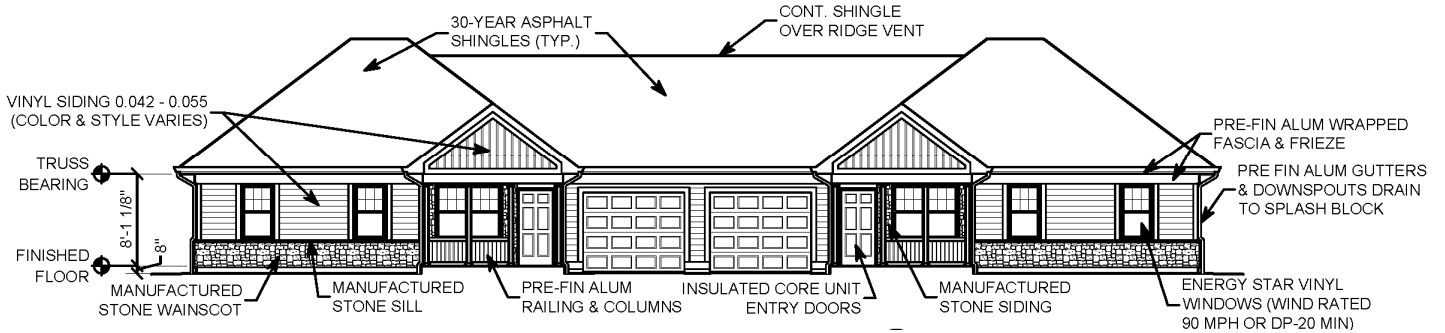


The Residences at Courtyard Crossing is an age-restricted senior housing community in Independence, Kenton County, Kentucky. The community received 9% housing tax credits from the Kentucky Housing Corporation in 2022 and will open in 2024.



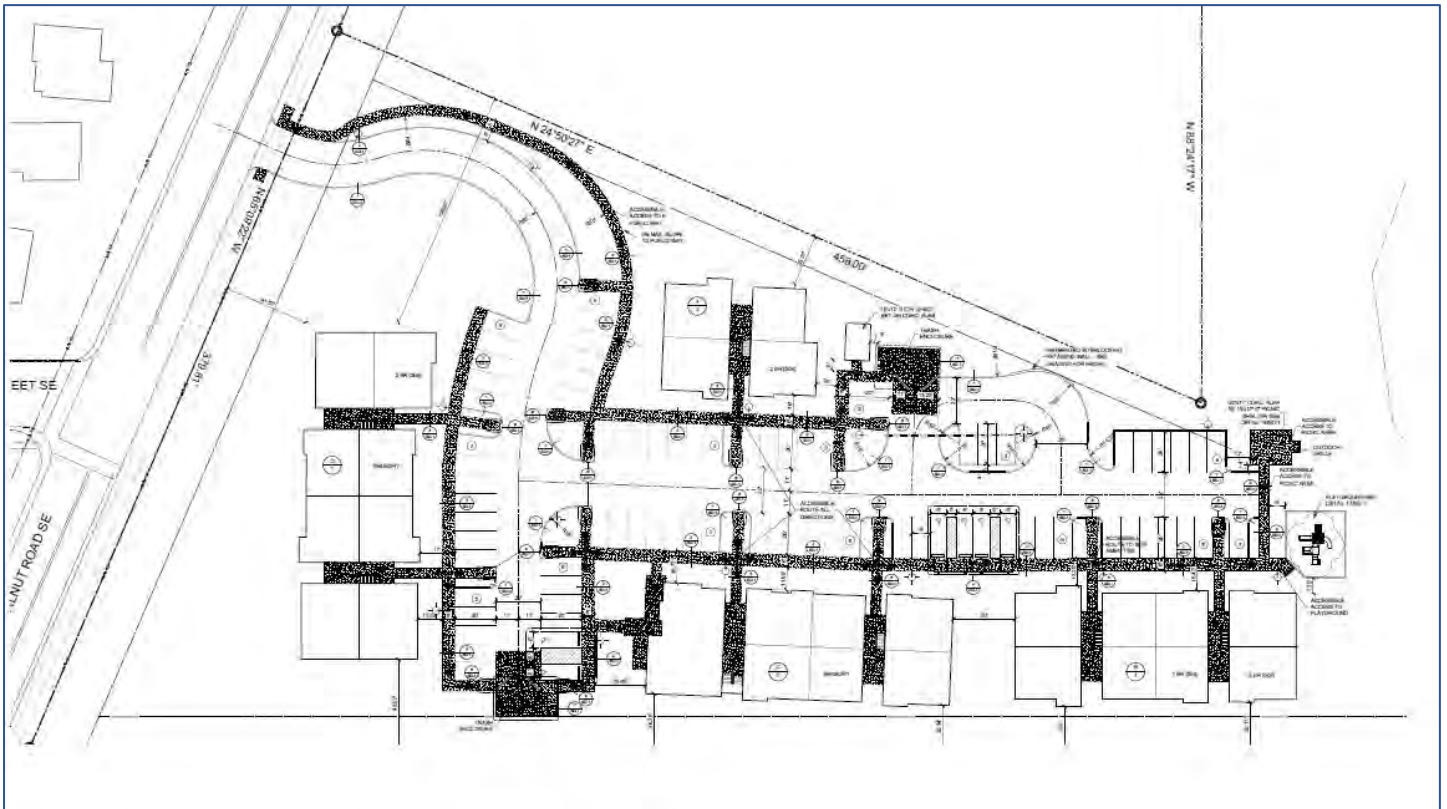


Canal Crossing is a general occupancy family housing community in Hebron, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency in 2022 and will open in 2024.





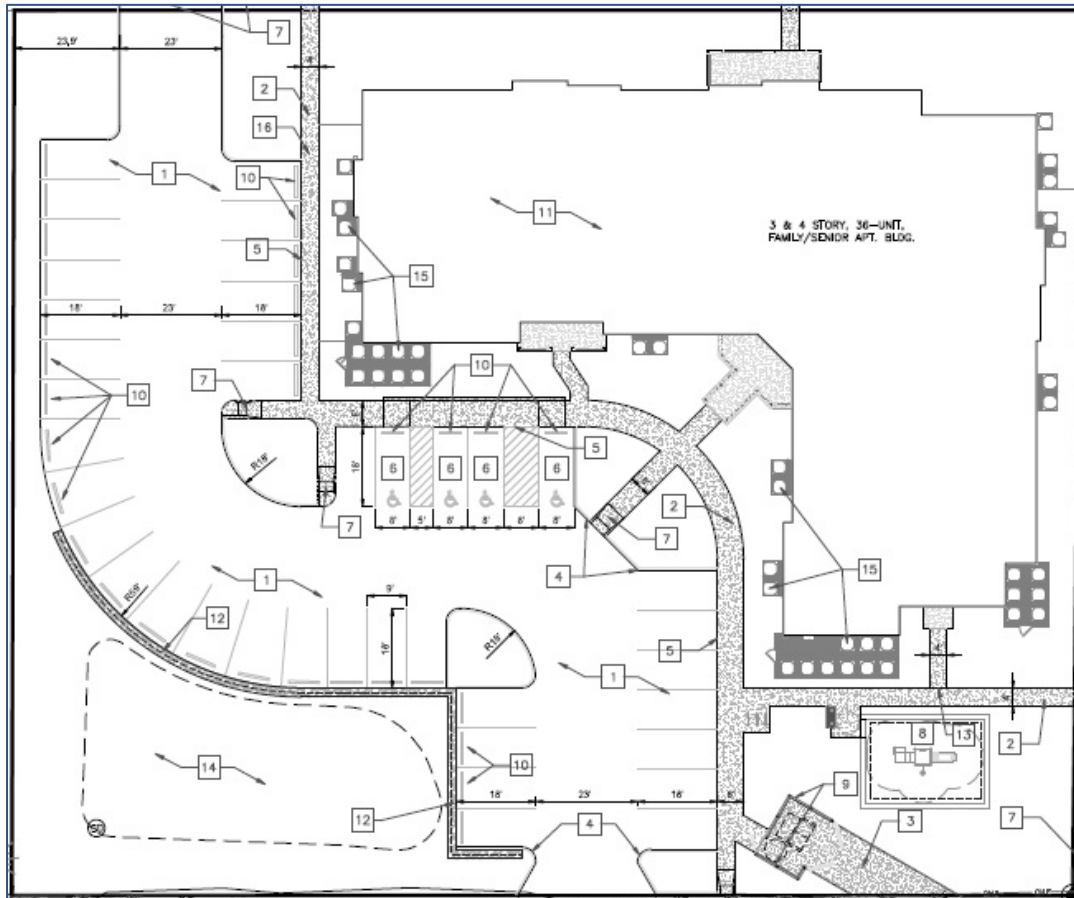
Walnut Woods is a general occupancy family housing community in Massillon, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency in 2022 and will open in 2024.





IMPERIAL LOFTS

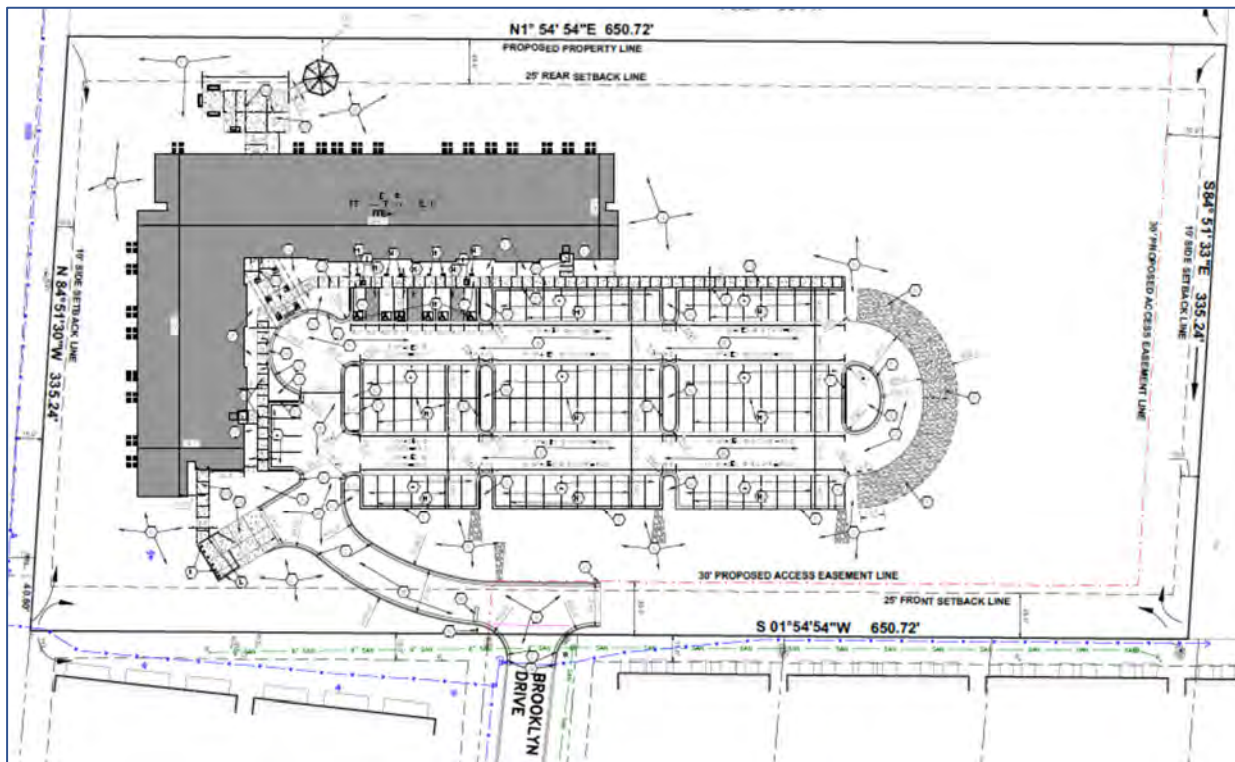
Imperial Lofts is a general occupancy and age-restricted senior housing community in Huntington, Cabell County, West Virginia. The community received 9% housing tax credits from the West Virginia Housing Development Fund in 2022 and will open in 2024.





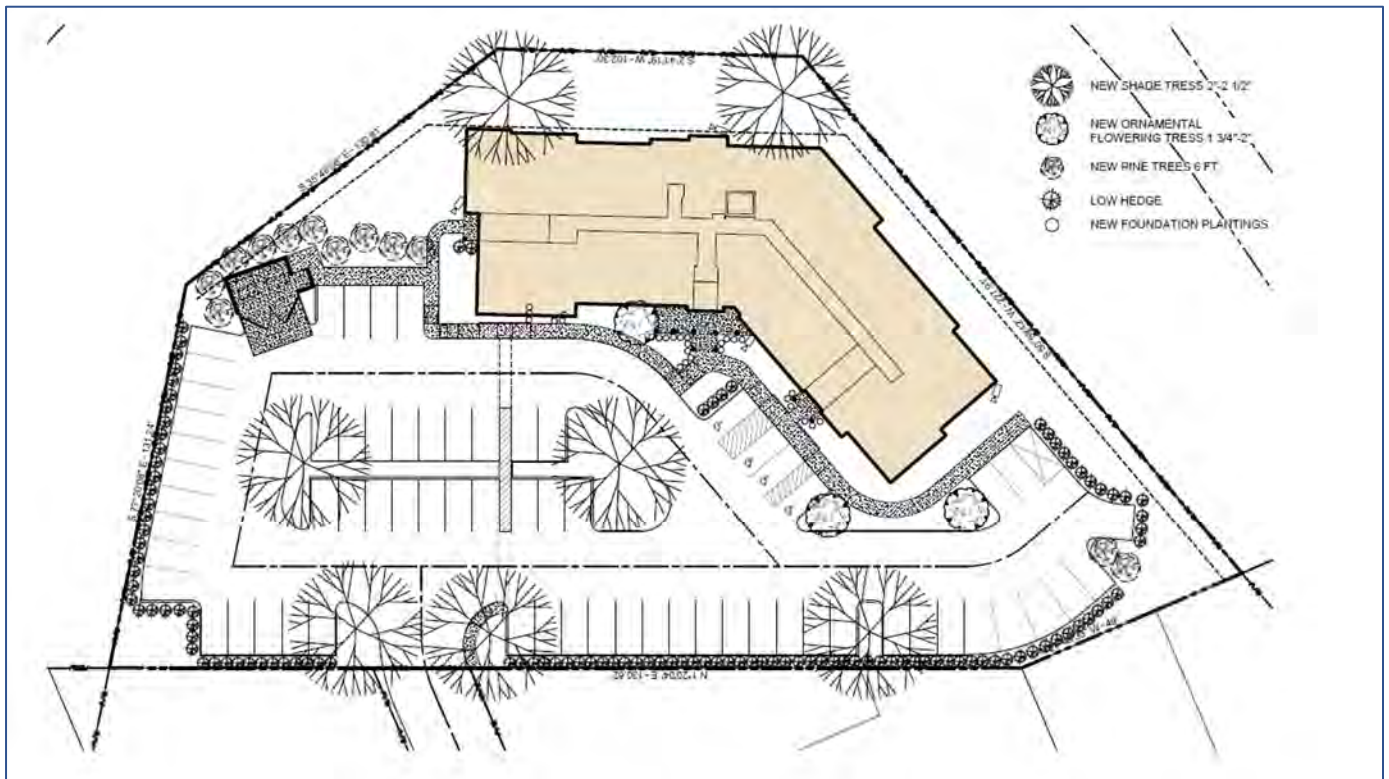
**BEE
CREEK
CROSSING**

Bee Creek Crossing is an age-restricted senior housing community in Murray, Calloway County, Kentucky. The community received 9% housing tax credits from the Kentucky Housing Corporation in 2023 and will open in late 2024.





Parkway Lofts is a general occupancy family housing community in Canton, Ohio. The community received 9% housing tax credits from the Ohio Housing Finance Agency in 2023 and will open in 2025.



Berardi + Partners
Project Architect

Contact

Chris Bruzzese

614-221-1110

cbuzzese@berardipartners.com



BERARDI+

ARCHITECTURE | INTERIOR DESIGN | ENGINEERING

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OUR MISSION

*Our craft is architecture.
But our passion is people.*

FIRM HISTORY & BACKGROUND

Berardi+ was established in 1979 as Berardi/Plaisted Architects. Founding Partner George Berardi always planned the founding of a Design Firm that serves and satisfies the specialized needs of our Clients, with a focus toward effective design and planning solutions for the varied housing needs, with a good sense of cost controls, through the most effective integration of the built environment. Our firm culture is grounded in family values and respect, both with our associates and our clients. For this very reason, we view our firm as an extension of our family, and those communities we serve. And for greater than 42 years, we have maintained consistent growth, while adding Chris Bruzzese in 1981 as our first associate, and Partner since 1992. With our focus on service to our clients and communities, we have grown to over 50 associates completing several thousand varied projects, including several hundred thousand housing units....each project and unit type with their own complexities and for very diverse user populations, from populations in need to populations at the highest levels of custom market drive product.

Since our early days Berardi+ has evolved as a full service, multi-disciplinary firm providing distinct design through Architecture, Interior Design, and Building Engineering Systems, always committed to the highest level of professional service. And since our founding, we at Berardi+ have successfully managed that broad range of work including historic rehabilitation, all manner of multi-family housing, commercial and industrial development, institutional and educational environments, adaptive reuse, and master planning...the latter assisting site selections through our visualization process.

Our collaborative team strives to enhance our client's objectives, always with unique design tailored for each project. Our diversified staff, which includes 18 licensed professionals, continues to effectively manage a broad range of work. And our offering of multi-disciplinary services provides seamless coordination between architecture, interior design, and engineering, ensuring cost effective solutions in design operations, ease of project maintenance, and sustainability. As Managing Partner and Design Strategist, George Berardi continues to foster growth and new opportunities for the firm working collaboratively with each professional association to enhance the client's vision.

Ultimately, our mission statement is the embodiment of why we exist: Our profession is architecture and design, but our passion is people. We strive to develop functional, cost effective and sustainable environments for all as we serve through our talents for responsive planning. And we learn about 'what's next' through the continued study of current and 'imagined' future trends, broadened in many respects, by our reach throughout the United States, from coast to coast. Our values, culture and time are all centered on relationships with people. Perhaps that somewhat lends to our unique quality, because at the center of what we do, exists our passion for others. For us, it's more than a statement, it's a vision that is manifest in our daily lives and interactions with those we seek to empower. Most of our client partnerships are long-lasting, and have been a reward to Berardi+, for striving to honor individual client's values through the realization of their goals and visions.

PROJECT TEAM



BERARDI + PARTNERS, INC.

GEORGE BERARDI, RA

Managing Partner, Design Strategist

EDUCATION

1974 BS in Architecture
The Ohio State University

1970-1973 Civil Engineering
The Ohio State University

PROFESSIONAL AFFILIATIONS

American Institute of Architects

National Council of Architectural
Registration Boards

REGISTERED ARCHITECT

Ohio	Wisconsin
West Virginia	Arizona
South Carolina	Michigan
North Carolina	Illinois
New York	Utah
Iowa	Georgia
Massachusetts	Nebraska
Tennessee	Florida
Missouri	New Jersey
Kansas	Louisiana
Texas	Indiana



As Managing Partner and Design Strategist, George listens to clients' expressions of need for their new environments, and through those interpretations, creates a vision. He brings to each project a clear understanding of function and aesthetic appropriateness as it relates to creating a thoughtful, responsible solution that meets the clients' program, and becomes an integral form within the fabric of our communities.

George's continuous client involvements and attention to project details throughout the life of each project assures that client-directed programmatic requirements, as well as design intent, are maintained throughout the design and development process. His experience is quite varied and includes housing, educational, medical, research, and mixed use office and retail development. But, his most significant body of work however is that demonstrated by the completion of several hundred thousand specialized housing units throughout the United States. A portion of this housing was completed in concert with specialized State and Federal funding sources and housing programs available through the US Department of Housing and Urban Development.

Finally, as Design Strategist for the Firm, George has been responsible for creating architecture that is functional, contextual, dignified and inspirational. He has designed a wide variety of building types, all based solidly on a foundation of quality and integration of specific Owner needs. His work has received widespread professional and public acclaim, and fulfills the promise of illustrating quality architecture for the public.

George Berardi has a quite simple philosophy about his life in architecture...he truly looks forward to 'his next '50' years' in a most rewarding profession, with great anticipation for changes in building technology, as they may expand the breadth of the creative process.

BERARDI + PARTNERS, INC.

CHRIS BRUZZESE, RA

Partner, Company Integrator

EDUCATION

1979 BS in Architecture
The Ohio State University

PROFESSIONAL AFFILIATIONS

American Institute of Architects
National Council of Architectural
Registration Boards
U.S. Green Building Council

REGISTRATIONS

LEED AP

REGISTERED ARCHITECT

Ohio
Michigan
Alabama
Pennsylvania
Kentucky
Georgia

PUBLIC ENGAGEMENT

2021: Dana Ave Duplex Renovation
Franklinton Rising

2020: Open Air Structure
Dwell Community Church

2021: Skills Center and Auto Sales
Luke's Auto

2016: The Warehouse
Dwell Community Church

1992-Present: Church Deacon
Dwell Community Church



As Partner and Company Integrator, Chris' responsibilities include overall management of office operations, production controls and development of design, systems implementation and firm quality control. Chris remains directly involved with projects through all phases for a variety of clients and building types. Other responsibilities include management of human resources.

Chris received his Bachelor of Science degree in Architecture from The Ohio State University in 1979. He has been a Registered Architect in Ohio for more than 30 years and is currently registered in multiple states. Through his years of service, Chris has been involved with virtually every housing project type and every funding type for healthcare, independent living, and assisted living.

In 1983, Chris implemented the firm's first AutoCAD drafting system, and implementation to all document development. He manages select critical projects and oversees a variety of others projects with a primary emphasis on development of construction documents and quality control. He is responsible for coordination and standardization of working drawings and specifications.

The tenure and experience acquired to date has enabled Chris to successfully complete a wide range of projects types including new build, historic, restoration and preservation while establishing a commitment to the client. Notable accomplishments include completion of the largest HUD multi-family rehabilitation project in the country for the Villages at Roll Hill in Cincinnati; and as a LEED Accredited Professional he successfully managed the country's first Mid Rise LEED for Homes housing project.

BERARDI + PARTNERS, INC.

JOE YOUST

Project Executive, Director of Operations

EDUCATION

2013 PMP Boot Camp
Project Management Institute

2005 Associates of Applied Science in Architecture
Columbus State Community College

PROFESSIONAL HIGHLIGHTS

Wade Park
Cuyahoga MHA

Carnegie Tower
National Church Residences

Boys and Girls Club Milo Grogan
Boys and Girls Club

Styglers Village
National Church Residences

Bennett Point
Cincinnati MHA



As the Director of Operations, Joe works with the client to ensure project expectations are met and exceeded. With 20+ years of experience in the field of architecture, he has developed an expansive knowledge base in all aspects of project development, from schematic design through construction administration. Joe's responsibilities include coordinating all aspects of the project including schematic design, building codes, permits, schedules, consultants, cost estimates, drawings, specifications, bidding, construction administration, submittals, and site observation. His attention to detail reflects the firm's mission to ensure the Client's vision and goals are a successful reality. He has worked on projects spread across dozens of states and various architectural types including hospitality, retail, office, restaurant and multifamily.

Joe has spent many years overseeing the management of projects and works efficiently to coordinate the efforts of multiple disciplines to produce quality work that is presented on time and on budget. His dedication to the profession is evidenced by his accomplishments and the performance awards he has received over the years. Joe currently is heavily involved in project implementation and construction administration to ensure that projects are constructed in full compliance with required development and established code standards, as well as the firm's standard for quality and client satisfaction.

BERARDI + PARTNERS, INC.

JOE BERARDI, RA

Director of Historic Rehabilitation,
Project Executive

EDUCATION

2009 Master of Architecture
Boston Architectural College

2002 BS in Architecture
The Ohio State University

PROFESSIONAL AFFILIATIONS

American Institute of Architects

U.S. Green Building Council

REGISTRATIONS

Registered Architect

LEED AP - BD + C and HOMES

PUBLIC ENGAGEMENT

2018-Present: Board Member
Knowlton Alumni Society

2014-Present: Speaker and Volunteer
Camp Architecture

2015: Panel Speaker
Cleveland State University



As Director of Historic Rehabilitation, Joe has become the office liaison with the State Historic Preservation Office (SHPO) and the National Park Service (NPS). As a result, our office has been able to sustain a continuous workflow focused on Historic Preservation. Joe's involvement has resulted in an excess of \$320,000,000 worth of historic preservation construction costs. By having an open line of communication with the governing historic entities, we are able to propose creative and innovative solutions to meet our client's programmatic needs.

Joe has been working in the field of Architecture for nearly two decades, joining Berardi+ in 2008 alongside the firm's founding Partner and Uncle, George Berardi. Joe's primary focus includes project management of various building types, conceptual design planning, program development, project quality control, historic renovations and green/energy efficient design methodologies.

Since joining the firm, Joe has become involved in ensuring associates are receiving the mentoring and guidance to help them improve as aspiring Architects and Project Managers. Joe is also instrumental in the evolution of the firm's practice, implementing BIM protocols and standards.

BERARDI + PARTNERS, INC.

MISSY SPIRES

Project Manager

EDUCATION

1998 BS in Architectural Engineering
University of Cincinnati

REGISTRATIONS

LEED AP

PROFESSIONAL HIGHLIGHTS

Columbus Road
Realife Realty

Erievue Tower
Erievue LLC

The City
Prospect Wango LLC



Melissa has 18 years of experience in the Architecture field with an extensive knowledge in hospitality, corporate, education, retail and multi-family architecture. A seasoned leader in multi-million dollar projects, Melissa's focus is coordinating projects from start to finish including design, documentation and construction. Her projects span from large mixed-use, multi-family residential projects to small renovations and additions.

Throughout her career, Melissa has been focused on providing creative design solutions and providing the best product for the end users.

As a Project Manager, she coordinates all aspects of the project including schematic design, building codes, permits, schedules, consultants, cost estimates, drawings, specifications, bidding, construction administration, submittals, and site observation. With 18 years of experience in the field of architecture, she has developed an expansive knowledge base in all aspects of project development, from schematic design through construction administration.

TEAM STRUCTURE

Berardi+ provides a collaborative Project Studio that supports our clients throughout the entire project. Within the primary studio arrangement, a pair of teams which includes a Project Manager, Project Leader, and Project Designer work together seamlessly to provide consistent service. The Project Managers shift the teams to accommodate the ebb and flow of the studio work to ensure each associate is informed on all projects within the studio. This allows successful work/life balance for our associates and maintains quality work throughout the project.

Each studio has a Lead Designer who works directly with George Berardi, the Managing Partner and the Firm's Design Strategist on development of the design. The Lead Designer maintains the design intent throughout the entire project. There is consistent synergy between the Project Manager, the Lead Designer, and the Design Strategist to ensure an efficient, quality design that encompasses the Client's vision.

The entire Project Studio is managed by the Project Executive in order to ensure the Client's expectations are exceeded by managing the project schedule, budget, design approach, and consultants. The Project Executive is consistently involved with all aspects of the design process.

DISCOVERY	
01	The preliminary step of the design process is to discover goals and potential barriers.

ENHANCE	
03	This is where refinement meets resolution as our team enhances the design using proven organizational strategies.

EVALUATE	
05	Our team works to provide thoughtful evaluation of the project to ensure it's completed on time and on budget.

VISUALIZE	
02	The most important step is to understand the client's and occupant's needs. We help the client visualize the potential.

COMPOSE	
04	The composition of detailed drawings and specifications reinforces the initial project goals, program and priorities.

MATERIALIZE	
06	We work diligently with the contractor during construction in order to provide a seamless realization of the project.

DISCOVERY

Through research and documentation of existing site conditions, we analyze the project scope, site constraints, local jurisdictional requirements, and recognize potential challenges. We collaborate with the client to define the project parameters to optimize the project potential.

VISUALIZE

The most creative step in the design process, we generate imagery to drive conversations with the client to help them visualize the potential and aesthetics of the project. With the use of site plans, floor plans, elevations, and renderings, our team strives to create designs that exceed expectations.

ENHANCE

With a successful design concept, our team takes the design to the next level with in-depth refinement and continued resolution to site, building and jurisdictional challenges. The enhancement of the design through organizational strategies enables the program and scope of the project to be finalized and proceed with final documentation.

COMPOSE

Our team works diligently to compose final documentation of the building prior to construction. The refinement of the enhanced design is completed with detailed drawings and associated specifications to effectively provide instructions to the contractor. The final iteration reinforces the initial project program, scope, and priorities.

EVALUATE

Completion of the construction documentation and design allows thoughtful evaluation of the project as it applies to the client's budget, the permitting process, and contractor bidding to ensure all steps have been taken to enhance the client's vision and produce a quality environment.

MATERIALIZER

As the client's vision begins to materialize in construction, our team partners with the contractor to ensure the success of the project. Attentive and concise responsiveness to the field conditions is critical and we take pride in our ability to service the client and contractor in that manner.

FEATURED PROJECTS





ARLINGTON RIDGE

GREEN, OHIO

Client: Spire Development

The project consists of a 46 unit multi-family townhouse project with five buildings situated on 11.6 acres at 681 Moore Road, Green, Ohio. The project will include 8 – 1 bedroom garden units; 2 - 2 bedroom garden units, 28 - 2 bedroom townhome units, 2 – 3 bedroom garden units and 6 – 3 bedroom townhome units. Also included is a one story 2262 sf. Community Center. Other details of the project program are depicted in the OHFA submission drawings. Scope of work includes design for all on-site proposed development work.





ARROWLEAF GROVE CITY, OHIO

Client: Spire Development

Arrowleaf Apartments is situated on a 4.773 acre site located in Grove City, Ohio. The project will be developed under the 2015 Green Enterprise Green Communities Criteria on land with existing infrastructure including water, sewer, electric and communication utilities, and existing sidewalks and roads. Arrowleaf is comprised of one, two, and three bedroom units, amenities fitness room office space. The project has been awarded Housing Tax Credits and will therefore be subject to the requirements and commitments made to the Ohio Housing Finance Agency.





SWAN CREEK CROSSING SWANTON, OHIO

Client: Spire Development

Swan Creek Crossing is situated on a 7.1969 acre site located in the Village of Swanton Ohio. The project will be developed under the 2015 Green Enterprise Green Communities Criteria on land with existing infrastructure including water, sewer, electric and communication utilities, and existing sidewalks and roads. Swan Creek Crossing is comprised of a single two story 28 unit building for senior housing. Units are comprised of one and two bedroom units, amenities including a management office, first floor community space with warming kitchen, library/lounge space, activities/fitness room, laundry room and socialization spaces. The project has been awarded Housing Tax Credits and will therefore be subject to the requirements and commitments made to the Ohio Housing Finance Agency.





THE LOFTS AT MILNES PLAZA COLDWATER, MICHIGAN

Client: Spire Development

The Lofts at Milnes Plaza is situated on a 1.44 acre site located at 20 North Hanchett Street, Coldwater, Michigan 49036. The project will be developed under 2015 Green Enterprise Green Communities criteria on land with access to existing infrastructure including water, sewer, electric, communication utilities, and existing sidewalks and roads. The project is comprised of a single four story multi-family 50 unit residential building. Units are made up of one, two, and three bedrooms. Three bedroom amenities include a management office, first floor community space with warming kitchen, library, unit storage rooms and socialization spaces. The project has been awarded Housing Tax Credits and will therefore be subject to the requirements and commitments made to the Michigan State Housing Development.





LAUREL GREEN

COLUMBUS, OHIO

Client: Community Housing Network

Laurel Green was constructed in 2018 as a 3 story / 40 unit, affordable, permanent, supportive housing project in Columbus Ohio, specifically designed for residents with mental illness, poverty or other disabilities. Funded through federal tax credits, Laurel Green is located in northern Columbus on an urban infill site, designed with a rear courtyard for resident outdoor socialization complete with a patio, gazebo, outdoor dining space and walking path. Interior amenities include a full size community room with a warming kitchen, fitness room and training space for on site vocational training. The design team successfully integrated these programmatic features within the modest available project budget.





TERRACE PLACE COLUMBUS, OHIO

Client: Community Housing Network

Terrace Place is a permanent supportive housing development that has homes for 60 formerly homeless individuals or individuals that are at risk of homelessness. Terrace Place is located on E. Ninth Avenue in Columbus' Weinland Park neighborhood and is part of the 7-acre South Gateway II redevelopment facilitated by Campus Partners for Urban Redevelopment. Terrace Place provides office space to The Ohio State University Extension offices, which increases the availability of employment and financial counseling services offered to both Terrace Place and Weinland Park residents. This 4-story project features an activity room, community room and is within close proximity to a park, a library, safety services, public transportation and employment opportunities.





COMMONS AT GARDEN LAKE TOLEDO, OHIO

Client: National Church Residences

National Church Residences received a special allocation from the Ohio Housing Finance Agency for Low Income Housing Tax Credits to assist in the development of The Commons at Garden Lake located in Toledo, Ohio. NCR and Berardi+ were selected to produce the 75 unit development designed with 540 square foot one-bedroom units along with common area spaces and accommodations associated with counseling and education.



Commons at Garden Lake is a community for formerly homeless and disabled veterans. The building was specifically designed with the special needs of its residents in mind. In addition, supportive services are provided right in the building. Residents receive the services they need that improve mental, emotional, physical, and financial stability including work readiness and employment services to help them gain economic independence.

PASSIONS AND VALUES



WE VALUE SUSTAINABILITY



RENAISSANCE SENIOR APARTMENTS

TOLEDO, OHIO

Client: National Church Residences

Cost: \$10.5 million

The Renaissance project was one of the first LEED Platinum Certifications in the State of Ohio for a Historic Tax Credit Project. The 'Renaissance Building' was originally developed at the turn of the last century as part of the Valentine Theater complex in downtown Toledo. The building was redeveloped as part of a program to revitalize downtown Toledo while providing cost effective housing for the elderly.

VILLAGES AT ROLL HILL

CINCINNATI, OHIO

Client: Fay Limited Partnership

Cost: \$21 million

This project, at one time, was the largest LEED Certified affordable housing project in the United States. The Villages at Roll Hill initially consisted of 108 two-story buildings containing 892 dwelling units on 76 acres, all constructed in 1962. The 2010 renovation modified the multi-family project into 703 dwelling units. The redevelopments renewed the interiors and ultimately enhanced the community setting.

COMMONS AT BUCKINGHAM

COLUMBUS, OHIO

Client: National Church Residences

Cost: \$7 million

Building design, material specification and construction methods permitted The Commons at Buckingham to be the first LEED Platinum Certified project in the state of Ohio, the first LEED Platinum designation for any multi-family housing project funded through the Ohio Housing Finance Agency, and the first LEED for Homes Mid-rise Affordable Housing Project developed in the United States.

BY THE NUMBERS

40+ HISTORIC PRESERVATION PROJECTS

30+ LEED PROJECTS

220,000 HOUSING UNITS CONSTRUCTED

18 LICENSED PROFESSIONALS

COMPLETED PROJECTS IN 32 STATES

"We strive to serve the needs of our clients and occupants of our designs, and society as a whole by creating quality environments through effective design and planning."

FAMILY-ORIENTED. SERVICE. NON-CORPORATE. PARTNERSHIPS THAT FORM RELATIONSHIPS.

WE VALUE OUR COMMUNITY

SUSTAINABILITY

Berardi+ has completed over 30 LEED projects and believes that buildings should be designed to be socially and environmentally responsible and ultimately improve the quality of life.



LIFE REMODELED

Berardi+ is dedicated to supporting Life Remodeled through pro-bono services, volunteer hours and financially in support of the work they do to strengthen Detroit communities.



OFFICE ASSOCIATESHIP

Berardi+ sponsors the tuition for two students each year at the Austin E. Knowlton School of Architecture.



PELOTONIA

In 2015 and 2016, Berardi+ has raised \$16,860.17 dollars to help with cancer research.





HOLIDAYS FOR HOPE VOLUNTEERS OF AMERICA, MICHIGAN

The VOA-Michigan is the largest provider of homeless services in the Capital Region and Berardi+ is honored to be an Advocacy Sponsor. Through our sponsorship, VOA was able to provide warm clothing and a toy for 31 children, warmth for six seniors and a complete holiday experience for four families.



STUDENT OUTREACH GUEST LECTURES

Several Berardi+ employees have been invited to guest lecture and teach at the following universities:
The Ohio State University
Bowling Green State University
Columbus State University
Boston Architectural College



STUDENT OUTREACH MENTOR PROGRAM

Every year, professionals have the opportunity to engage with students through the Knowlton Alumni Society Mentor Program. Berardi+ has actively engaged with and mentored over 20 students.



BERARDI+

ARCHITECTURE | INTERIOR DESIGN | ENGINEERING

Three Rivers Corporation
Project General Contractor

Contact

Shannon Tait

989-631-9726

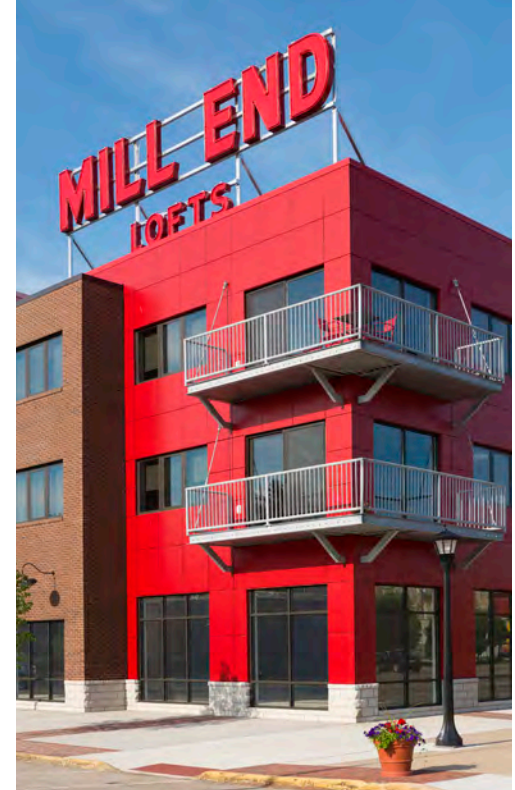
stait@trccompany.com



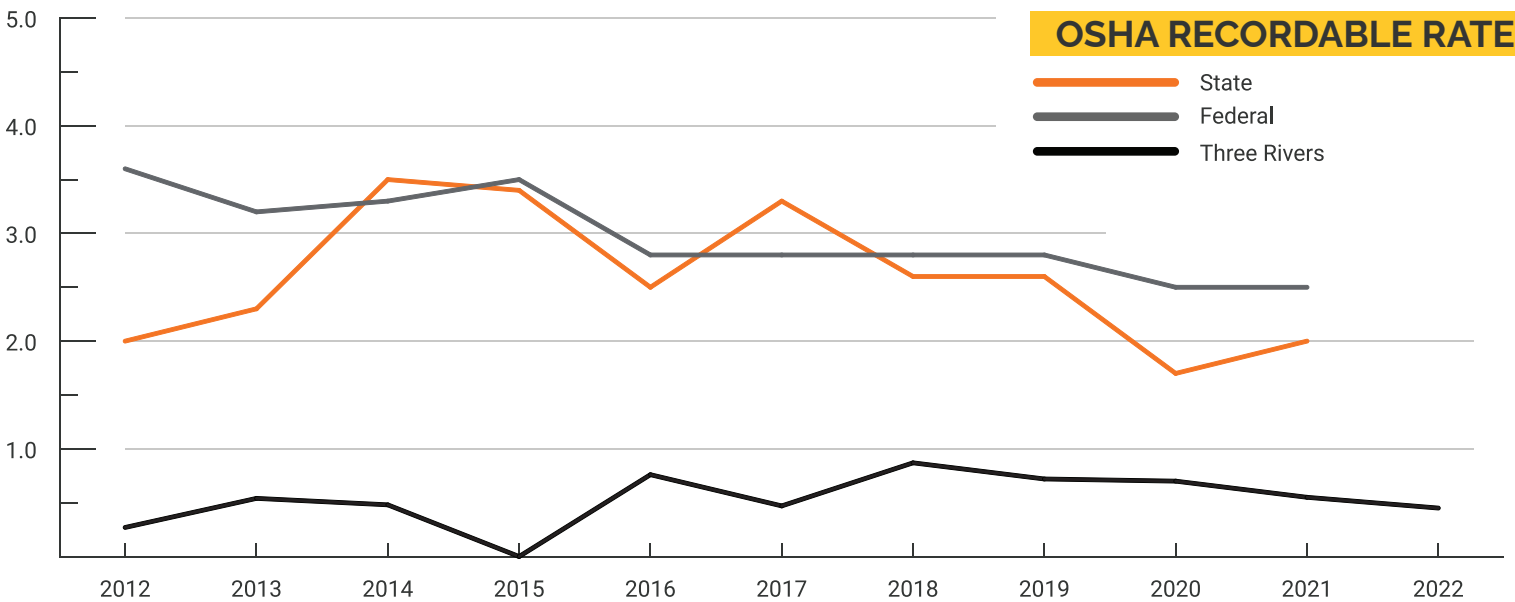
PUTTING OUR EXPERTISE TO WORK FOR YOU

At Three Rivers Corporation, we believe that proper planning leads to successful execution. That’s why our team brings a unique blend of experience and knowledge in construction, safety, and project efficiency to every project. Whether you need a general contractor, design/build partner, or construction manager, we’ve got you covered. We approach every project with a problem-solving mindset and a willingness to learn, evolve, and adapt to meet your needs.

Three Rivers Corporation is a multidisciplinary construction firm based in Midland, MI, with over 45 years of experience and a team of over 350 professionals and craftspeople. We’ve built long-standing relationships with our valued customers statewide and have a solid track record of performance. Our depth and experience make us confident we can deliver your project on time and within budget.



SETTING THE STANDARD FOR SAFETY: OUR PROVEN TRACK RECORD



*The National Pinnacle Award is Associated Builders and Contractors’ most significant safety honor and is awarded based on self-evaluation scores, lost workday case rates, total recordable incident rates, leading indicator use, and process and program innovations. **Three Rivers Corporation was one of ten general contracting companies to receive this honor nationally in 2022.***





Proud to Be a 2022 Accredited Quality Contractor

Three Rivers Corporation has been recognized by Associated Builders and Contractors, Inc. (ABC) as a 2022 Accredited Quality Contractor (AQC).

AQC Members proudly set the construction-industry standard as highly performing, ethical contractors and members of their communities.

AQC status is determined by a stringent and thorough set of criteria that demonstrate commitment to five key areas of corporate responsibility:

1. Quality
2. Safety
3. Talent Management
4. Craft & Management Education
5. Community Relations



FROM PLANNING TO COMPLETION HOW WE DELIVER SUCCESSFUL RESULTS

DESIGN/BUILD

Some construction companies may choose to outsource their Design/Build teams, but we pride ourselves on being a true Design/Build company with an exceptional in-house team. Our team includes AIA architects, experienced designers, skilled project managers, and detail-oriented estimators who work together to deliver outstanding results.

Our approach to Design/Build allows us to offer our customers single-source accountability for every aspect of their project. From the earliest stages of design to the final construction, we are fully involved in the project, ensuring clear communication, accurate budgets and schedules, and a smoother overall process.

CONSTRUCTION MANAGEMENT

The most efficient path to success for large, complex projects is through a collaborative effort that includes owners, architects, engineers, and construction management professionals. By involving all parties from the outset of the project, with early contractor input, we can reduce costs and move forward quickly without sacrificing attention to detail.

We place great value on building long-term relationships with our clients, and we understand that trust is a critical component of any successful partnership. We also place a premium on our pre-qualified subcontractors, who demonstrate excellent safety management and share our commitment to delivering exceptional results. Through teamwork, expertise, and attention to detail, we can consistently exceed our client's expectations and deliver successful projects.

GENERAL CONTRACTING

General contracting is a highly complex endeavor, requiring expertise in managing multiple subcontracting partners, countless details, and numerous critical decisions. Success in this field comes from building experience and relationships over time, and it's only through this hard-earned knowledge that exceptional results can be achieved.

We understand the importance of building long-term relationships with our clients. We're proud to say that over 70 percent of our clients choose to work with us again, which is a testament to the care and attention we bring to every project. We deliver exceptional results that exceed expectations by placing our client's needs and goals at the forefront of everything we do. Our commitment to quality and customer satisfaction is unwavering, and we work tirelessly to ensure that each project we undertake is successful.

KMG Prestige
Property Management

Contact
Karen Mead
989-772-3261
karen@kmgprestige.com



KMG PRESTIGE

Strategic Property Management Solutions

Company Biography

Company Overview

KMG Prestige is a fee-based property management firm specializing in the management of multi-family residential housing. Established in 2006, KMG Prestige's expertise includes the management of Market Rate, Affordable, Senior and mixed-use properties.

Although KMG Prestige was established in 2006, as a newly formed entity, its origin dates back to 1975 when the company originated in Mt. Pleasant, Michigan. Morphing from a small startup, KMG Prestige now manages over one billion dollars in assets, consisting of over 29,000 dwelling units spread across a six-state area. Current ownership brings more than 50 years combined experience in the property management industry.

KMG Prestige attributes its continued growth to strong industry relationships, with a focus on operational excellence.

Our economies of scale bring an added benefit to ownership by reducing daily expenses via our ability to obtain master contracts in the area of energy consumption, service providers, insurance and product purchasing.

KMG Prestige is committed to excellence and the continuous improvement in the delivery of property management. An ever-evolving industry, KMG Prestige continues to incorporate the newest technologies in order to provide the most up to date services.

Management Philosophy

KMG Prestige is a client driven organization, and it is our goal to deliver the highest caliber of management services to our clients at the lowest cost possible.

We believe that our job is to do anything we can to help our Employees be successful in their job of serving the Residents and the needs of the Owners. The Employees' goal then, is to do anything possible to ensure our Residents have a fantastic housing experience. To this end, we endeavor to live and breathe our mission statement and our core values. We also recognize and reward our employees who do this. We realize that our success is predicated on active and continuous improvement in our processes.

Client Base

KMG Prestige ownership's former and current clientele is broad based, and although most are for-profit entities a significant minority are non-profit organizations. As a third party fee management company, KMG Prestige aims to create partnerships with clientele, not competition. The typical organizational structure of the client is that of a limited partnership or limited liability company.

A thread that is common to most of the KMG Prestige clients is that they have their roots in the field of real estate development either creating new communities or acquiring and rehabilitating existing housing properties.

KMG Prestige is proud of the quality of the relationships it maintains with its clients, most of which have endured over a long period of time.

Affordable Housing Program Knowledge

Many rental programs have been developed and have seen significant growth in the past 30 years coinciding with KMG Prestige's earliest affiliate's entry into the market. KMG Prestige has developed expertise in the administration of the HUD 202, 221 (d4), 236, Section 8, and the Low Income Housing Tax Credit (LIHTC) Rental Housing Programs as well as the Rural Development 515 and a number of tailor-made rental programs developed through the auspices of the Michigan State Housing Development Authority.

Construction

KMG Prestige's extensive knowledge of multi-family housing has always been a beneficial resource for Owners and Developers during the planning and construction and/or rehabilitation phases of their property. KMG Prestige has worked with many Owners providing insight into design, amenities, and creation of the operating budget, staffing needs, and recommendation of marketing tools, while assisting the Owner to manage the process from lease up to management of the completed project.

Receivership Management Experience

KMG Prestige has served as the court appointed receiver for several communities located in Michigan, Indiana and Wisconsin. In addition, KMG Prestige has also been named as managing agent for independent receivers. Our extensive knowledge and experience in full-service management allows our team to quickly evaluate and identify key areas requiring immediate attention. This approach allows for the implementation of a strategic plan to rapidly market and improve a distressed community in order to transform the asset into a viable resale opportunity.

Mission Statement – “Do the Right Thing”

KMG Prestige Values

We Hire and Reward people who everyday display INTEGRITY, HONESTY, and CARING behaviors in dealing with others.

We Foster quality relationships. We treat each other, our Clients (owners and developers), our Customers (residents), and our Lenders and Suppliers with respect, open, honest communication, fairness, and politeness.

We Teach, encourage and model teamwork and tolerance.

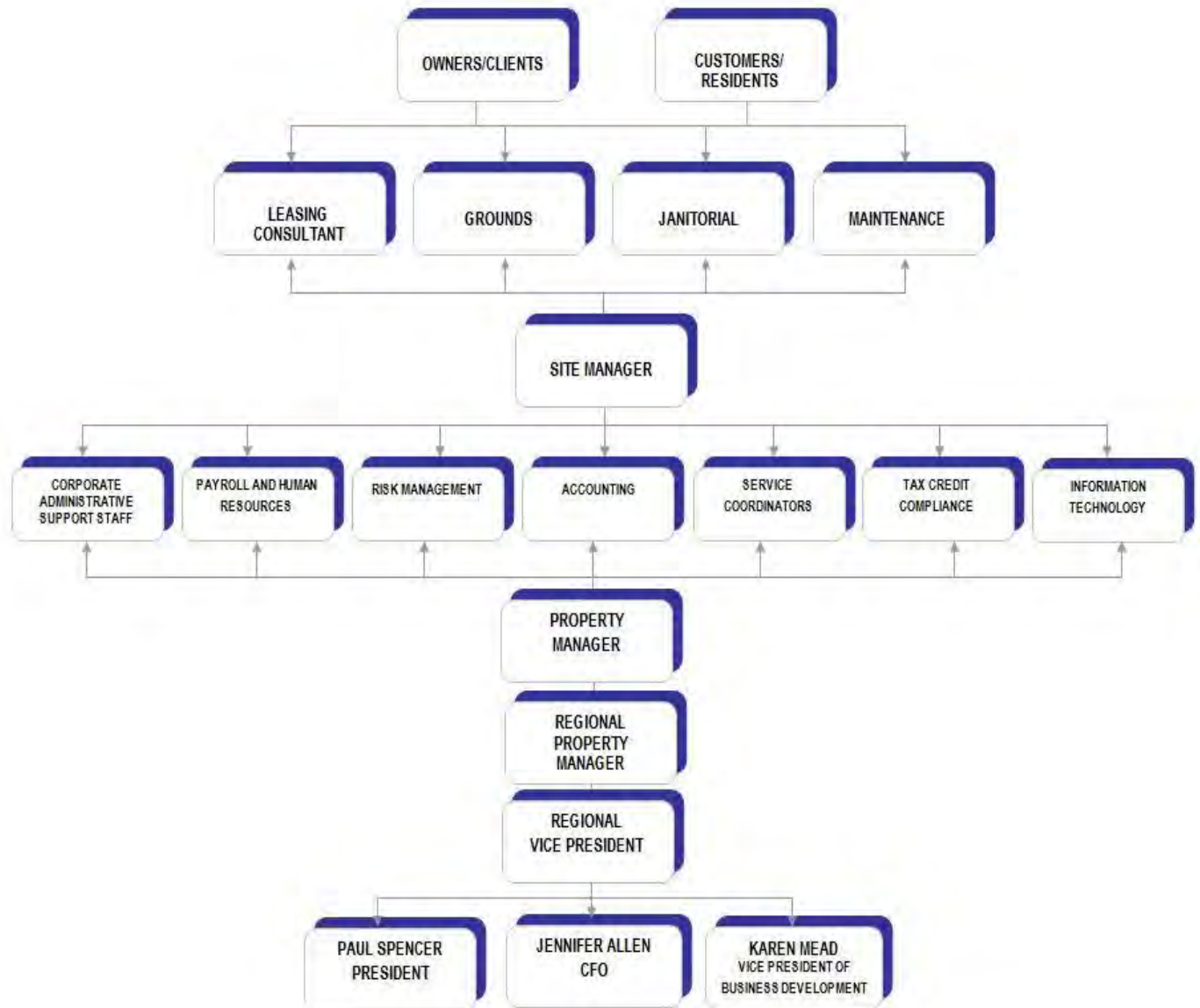
We Seek to continuously improve by sharing knowledge, and improving the quality of the systems.

We Strive to be good stewards of our corporate resources.

We Leverage our individual and collective gifts with the intention of developing a harmonious and satisfying living and working environment.

We Do What Is Right even when that is in conflict with doing what is easy or more profitable.

Organizational Chart



References

Client

Phillip Seybert
P.S. Equities, Inc.
805 West Broadway, Suite 1
Mt. Pleasant, MI 48858
(989) 779-9995

Amin Irving
Ginosko Development Company
41800 West Eleven Mile Rd, Suite 209
Novi, MI 48375
(248)513-4900

Thomas Lapka
Mallory, Cunningham, Lapka & Scott, P.C.
605 S. Capitol Avenue
Lansing, MI 48933
(517) 482-0222

Kim Hagood
Elite Property Management, LLC
11000 West McNichols, Suite 202
Detroit, MI 48221
(313) 831-1680

Stephen Barron
Community Development Partners, Inc.
500 West Roosevelt Road
Chicago, IL 60644
(773) 854-4040

Agency

Troy Thelen
Acting Director of Asset Management
Michigan State Housing Development Authority
735 East Michigan Avenue
Lansing, MI 48912
(517) 335-3275

Susie Sapilewski
Supervisory Project Manager
US Department of Housing and Urban Development
50 Louis Street N.W.
Grand Rapids, MI 49503
(616) 456-2100

Mark McDaniel
President and Chief Executive Officer
Cinnaire
1000 South Washington, Suite 200
Lansing, MI 48910
(517) 482-8555



KMG PRESTIGE

Strategic Property Management Solutions

The Leadership Team

PAUL SPENCER
PRESIDENT & CEO



Paul Spencer began his 27-year property management career with Oakwood Apartments, a developer, owner and Management Company that specializes in short-term corporate housing. Paul supervised a portfolio of 3,500 units with an asset value of almost four hundred million dollars. In 1995 Paul entered the affordable housing field when he joined Related Management and was responsible for the supervision of properties in a seven-state area. His portfolio was very diverse, and included conventional, project-based Section 8, 236, RAP, Rent Sup, Tax Credit, Bond Financed and Hope VI communities. During his tenure with Related Management, Paul became very familiar with the Americans with Disabilities Act and specifically Section 504. Paul is currently President of KMG Prestige.

KAREN MEAD
VICE PRESIDENT OF BUSINESS DEVELOPMENT



Karen Mead is the Vice President of Business Development for KMG Prestige. For over 37 years she has been intensively involved in the property management industry. Karen is currently responsible for growth associated with third party real estate investment management and consulting of our current and future clients. Previously Karen held the position of Vice President of Property Management with Keystone Management Group where she was responsible for supervision of eight Regional Property Managers, consisting of over 8000 units. In 2007, she acquired an ownership interest in that company and was instrumental in its growth. During the course of her career, she has been involved in virtually every aspect of the property management industry. Karen's experience includes a full spectrum of operations with all programs associated with the affordable housing arena, as well as market rate developments. Karen specializes in assisting and directing ownerships with new construction, including underlying financial strategies. And has an extensive understanding of real estate finance and the LIHTC program. Karen is a high-energy individual who is committed to providing unparalleled customer service and maintaining exceptional client relationships.

JENNIFER ALLEN

VICE PRESIDENT OF FINANCIAL SERVICES & CFO



Jennifer Allen is the Vice President of Financial Services and CFO for KMG Prestige. Her career in property management began in 1998 when she joined Boston Financial Group as an Accounting Manager, and continued with Keystone Management Group, where she served as Controller from 2000 through 2006. As a graduate with honors from Alma College, Jennifer holds a Bachelor of Arts degree in Business Administration, with an Emphasis in Accounting. In her current capacity as VP of Financial Services, Jennifer is directly responsible for managing and directing the support center operations within the Accounting, Accounts Payable Payroll and Risk Management departments. This includes reviewing and implementing policies and procedures related to these areas, as well as overseeing all financial reporting requirements and compliance reporting requirements for the entities managed by KMG Prestige. Throughout her career in property management, she has had the opportunity to work closely with various owners and tax credit syndicators, including Great Lakes Capital Fund, Centerline, MMA Financial, PNC Multifamily, Boston Capital and National Equity Fund, as well as develop strong working relationships with several public accounting firms specializing in real estate management.

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 09/23/2023 THRU 10/05/2023

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
09/26/2023	CITY TREASURER - UTILITIES	UTILITIES	\$11,016.41
09/27/2023	WRIGHT EXPRESS FINANCIAL SERVICES	N/A	108,146.83
10/05/2023	ABC FASTENER GROUP, INC	SUPPLIES	64.57
10/05/2023	AIMEE MURPHY	REIMBURSEMENT	100.00
10/05/2023	ALAN CLARK	FARMERS MKT	126.70
10/05/2023	ALEX SWICK	REIMBURSEMENT	152.00
10/05/2023	ALEXANDER MATTHEWS	REIMBURSEMENT	362.63
10/05/2023	ALLEN ROOFING	CONTRACT SVCS	12,700.55
10/05/2023	ALMA TIRE SERVICE INC	SUPPLIES/VEHICLE MAINT	595.38
10/05/2023	ANDREW CURTISS	FARMERS MKT	272.90
10/05/2023	ARIC STEWART	UMPIRE	108.00
10/05/2023	AUDRA SZELAG	UMPIRE	30.00
10/05/2023	AVFUEL CORPORATION	POS EQUIPMENT	16,681.39
10/05/2023	B&B LIVE FIRE TRAINING	TRAINING	750.00
10/05/2023	BEN DVORAK	UMPIRE	60.00
10/05/2023	BEN FUSSMAN	UMPIRE	108.00
10/05/2023	BERRY DUNN	CONTRACT SVCS	5,004.00
10/05/2023	BILL'S CUSTOM FAB, INC	CONTRACT SVCS	1,648.45
10/05/2023	BIO-CARE, INC	CONTRACT SVCS	395.00
10/05/2023	BLOCK ELECTRIC COMPANY	CONTRACT SVCS	465.00
10/05/2023	BOUND TREE MEDICAL, LLC	SUPPLIES	86.59
10/05/2023	BRUCE JORCK	FARMERS MKT	920.70
10/05/2023	BRYCE HOLLINS	UMPIRE	126.00
10/05/2023	BS&A SOFTWARE	TRAINING	205.00
10/05/2023	BUSINESS CONNECTIONS, INC.	CONTRACT SVCS	102.95
10/05/2023	CAR WASH PARTNERS, INC.	SUPPLIES/VEHICLE MAINT	276.00
10/05/2023	CARMEUSE AMERICAS	CHEMICALS	7,798.05
10/05/2023	CDW GOVERNMENT, INC	SUPPLIES	3,813.95
10/05/2023	CENTRAL ASPHALT, INC	SUPPLIES	479.33
10/05/2023	CENTRAL CONCRETE INC	SUPPLIES	2,093.12
10/05/2023	CENTRAL MICH UNIV - MAILROOM	POSTAGE/HANDLING	4,755.96
10/05/2023	CENTURYLINK	COMMUNICATIONS	20.62
10/05/2023	CHRISTINE WITMER	REIMBURSEMENT	466.83
10/05/2023	CHRISTOPHER SWIER	FARMERS MKT	146.85
10/05/2023	CINTAS CORP	CLEANING/CHEMICALS	158.02
10/05/2023	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	24,082.95
10/05/2023	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	23,818.32
10/05/2023	CLARK HILL P.L.C.	CONTRACT SVCS	2,333.50
10/05/2023	CLAYTON MOLYNEUX	UMPIRE	30.00
10/05/2023	CONSUMERS ENERGY	UTILITIES	18,508.19
10/05/2023	COREY DION WALTHER	FARMERS MKT	94.00
10/05/2023	COYNE OIL CORPORATION	FUEL	8,662.04
10/05/2023	DAN SODINI	FARMERS MKT	61.75

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Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
10/05/2023	DAVID COFFMAN	TRAINING	250.50
10/05/2023	DAVID GROTHAUSE	FARMERS MKT	49.75
10/05/2023	DAVID MCCLAIN	UMPIRE	75.00
10/05/2023	DAVID W WHITEHEAD	FARMERS MKT	76.95
10/05/2023	DEWOLF & ASSOCIATES	CONTRACT SVCS	275.00
10/05/2023	DOUG LOBSINGER	REIMBURSEMENT	54.00
10/05/2023	DTE ENERGY	UTILITIES	2,834.13
10/05/2023	ETNA SUPPLY	SUPPLIES	3,919.61
10/05/2023	EVAN BRADLEY	UMPIRE	60.00
10/05/2023	F & K TREE SERVICE & STUMP REMOVAL	CONTRACT SVCS	4,000.00
10/05/2023	F AND M CONCRETE CONSTRUCTION LLC	CONTRACT SVCS	14,678.01
10/05/2023	FOSTER, SWIFT, COLLINS & SMITH, P.C	CONTRACT SVCS	3,251.60
10/05/2023	FREDRICKSON SUPPLY, LLC	SUPPLIES	2,195.03
10/05/2023	FRONT LINE SERVICES, INC	CONTRACT SVCS	346.50
10/05/2023	GALLS, LLC	UNIFORMS	81.08
10/05/2023	GARY BRANDT	FARMERS MKT	971.10
10/05/2023	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	2,965.00
10/05/2023	HANK MCDONALD	UMPIRE	18.00
10/05/2023	HEATHER BOUCK	REIMBURSEMENT	361.43
10/05/2023	HYDROCORP, INC.	CONTRACT SVCS	4,829.50
10/05/2023	IDEXX DISTRIBUTION, INC.	CHEMICALS	8,255.88
10/05/2023	JACK DOHENY COMPANIES, INC	SUPPLIES	3,681.89
10/05/2023	JANENE CHISEK	REIMBURSEMENT	18.74
10/05/2023	JASON MOORE	REIMBURSEMENT	199.64
10/05/2023	JCI JONES CHEMICALS, INC.	CHEMICALS	7,606.53
10/05/2023	JENNIFER MAYER	FARMERS MKT	38.50
10/05/2023	JESSA SKONIECZNY	UMPIRE	90.00
10/05/2023	JOHN JOHNSON	FARMERS MKT	185.25
10/05/2023	JOLENE SWEET	REIMBURSEMENT	112.04
10/05/2023	JOSH LOUDENSLAGER	REIMBURSEMENT	83.02
10/05/2023	KAREN FENTON	FARMERS MKT	54.15
10/05/2023	KATHERINE BUGBEE	FARMERS MKT	68.75
10/05/2023	KAYA FLAHERTY	UMPIRE	30.00
10/05/2023	KOPY KORNER	SUPPLIES	259.00
10/05/2023	LACEY ORLANDO	FARMERS MKT	12.35
10/05/2023	LISA WAY	REIMBURSEMENT	175.54
10/05/2023	LOUISE WYMER	FARMERS MKT	220.05
10/05/2023	LUCY KEYES	UMPIRE	60.00
10/05/2023	MACOMB COMMUNITY COLLEGE	TRAINING	400.00
10/05/2023	MAGLOCLIN, INC.	MEMBERSHIP	400.00
10/05/2023	MARK KARIMI	UMPIRE	60.00
10/05/2023	MATTHEW BOOTH	UMPIRE	126.00
10/05/2023	MATTHEW BOOTH	UMPIRE	90.00

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Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
10/05/2023	MAYA GONZALES	UMPIRE	45.00
10/05/2023	MEDLER ELECTRIC COMPANY	SUPPLIES	230.19
10/05/2023	METRON-FARNIER, LLC	METER REPLACEMENT	1,719.99
10/05/2023	MI MUNI RISK MGMT AUTHORITY	TRAINING	300.00
10/05/2023	MID MICHIGAN AREA CABLE	CONTRACT SVCS	450.00
10/05/2023	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	91.40
10/05/2023	MIKA MEYERS	CONTRACT SVCS	8,475.00
10/05/2023	MIRANDA LEY	FARMERS MKT	74.65
10/05/2023	MML WORKERS' COMP FUND	PAYROLL AUDIT	2,538.00
10/05/2023	MR ROOTER PLUMBING	REFUND	55.00
10/05/2023	MRWA	TRAINING	340.00
10/05/2023	MYERS WELDING & FAB	CONTRACT SVCS	10,300.00
10/05/2023	NCH CORPORATION	SUPPLIES	1,437.23
10/05/2023	NCL OF WISCONSIN	CHEMICALS	1,521.22
10/05/2023	NICHOLAS MOFFATT	FARMERS MKT	37.40
10/05/2023	ODP BUSINESS SOLUTIONS, LLC	SUPPLIES	460.69
10/05/2023	O'NEIL & DUSO PLLC	ATTORNEY SVCS	7,785.98
10/05/2023	OPTIMIST CLUB OF MT PLEASANT	DUES	98.33
10/05/2023	OTIS ELEVATOR COMPANY	CONTRACT SVCS	100.00
10/05/2023	PAYTON VEILLEUX	UMPIRE	108.00
10/05/2023	PAYTON VEILLEUX	UMPIRE	15.00
10/05/2023	PHOENIX SAFETY OUTFITTERS	UNIFORMS	3,141.20
10/05/2023	PIYUSH SARAIYA	UMPIRE	15.00
10/05/2023	PLEASANT GRAPHICS, INC	SUPPLIES	545.00
10/05/2023	PREIN & NEWHOF	CONTRACT SVCS	265.00
10/05/2023	PRINTING SYSTEMS, INC	SUPPLIES	1,231.81
10/05/2023	PRO COMM, INC	CAPITAL ACQUISITION	14,946.37
10/05/2023	PVS TECHNOLOGIES, INC	CHEMICALS	9,740.84
10/05/2023	RAY BROWERS	FARMERS MKT	174.65
10/05/2023	RCL CONSTRUCTION CO. INC	CONTRACT SVCS	452,548.15
10/05/2023	RCL CONSTRUCTION CO. INC	CONTRACT SVCS	457,575.98
10/05/2023	REBECCA PARKER	FARMERS MKT	173.80
10/05/2023	RENEE EARLE	FARMERS MKT	113.40
10/05/2023	RENT-RITE, INC - ALMA	EQUIP RENTAL	291.46
10/05/2023	REVIZE	CONTRACT SVCS	26,300.00
10/05/2023	ROBERT W LAMSON, PHD	CONTRACT SVCS	495.00
10/05/2023	RYLEIGH FOSTER	UMPIRE	60.00
10/05/2023	SAM MEASE	UMPIRE	60.00
10/05/2023	SARAH MARSHALL	REIMBURSEMENT	87.77
10/05/2023	SARAH PARROTT	REIMBURSEMENT	113.32
10/05/2023	SARAH WILBER	FARMERS MKT	61.50
10/05/2023	SCOTT HARRIS BUILDER	CONTRACT SVCS	18,793.00
10/05/2023	SERENITI COLE	UMPIRE	54.00

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Bank COMM	COMMON CASH		
10/05/2023	SERENITI COLE	UMPIRE	45.00
10/05/2023	STACHED LLC	TRAINING	700.00
10/05/2023	STERICYCLE, INC.	CONTRACT SVCS	311.87
10/05/2023	STEVIE SWAREY	FARMERS MKT	51.40
10/05/2023	STU'S ELECTRIC	SUPPLIES	690.50
10/05/2023	T.H. EIFERT, LLC	CONTRACT SVCS	1,145.89
10/05/2023	THE W.W. WILLIAMS COMPANY, LLC	CONTRACT SVCS	486.25
10/05/2023	THIELEN TURF IRRIGATION, INC	CONTRACT SVCS	1,150.00
10/05/2023	TINA CAPUSON	FARMERS MKT	169.75
10/05/2023	TOTAL WATER TREATMENT SYSTEMS	CHEMICALS	710.00
10/05/2023	TRACE ANALYTICAL LABORATORIES, INC.	CONTRACT SVCS	1,150.00
10/05/2023	TROUBLE SHOOTERS OF MID-MICH	CONTRACT SVCS	100.00
10/05/2023	UNIFIRST CORPORATION	CONTRACT SVCS	136.18
10/05/2023	USABUEBOOK	SUPPLIES/CHEMICALS	1,440.60
10/05/2023	VANESSA LABELLE	UMPIRE	45.00
10/05/2023	WEATHERPROOFING TECHNOLOGIES	CONTRACT SVCS	29,025.40
10/05/2023	ZACHARY GRIFFITH	REIMBURSEMENT	275.36

COMM TOTALS:

Total of 146 Checks:	\$1,381,951.58
Less 0 Void Checks:	0.00
Total of 146 Disbursements:	<u>\$1,381,951.58</u>

Wright Express9/27/2023

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
4ALLPROMOS	SUPPLIES	\$1,170.00	1
4IMPRINT, INC.	SUPPLIES	2168.34	2
ACE HARDWARE	SUPPLIES	419.99	2
ACME SPORTS INC	SUPPLIES	375.00	1
ADOBE SYSTEMS, INC	CONTRACT SVCS	19.99	1
ADOBE SYSTEMS, INC	SUPPLIES	75.98	2
AIRGAS GREAT LAKES	SUPPLIES	144.97	2
AMAZON.COM	COMMUNICATIONS	52.89	2
AMAZON.COM	SUPPLIES	2769.95	39
AMERICAN PAYROLL ASSOC	DUES	298.00	1
AUDIOBOOKS.COM	TRAINING	14.95	1
AUTO VALUE/BUMPER TO BUMPER	SUPPLIES	173.99	1
BASS PRO SHOPS	UNIFORM	85.97	1
BATTERIES PLUS	SUPPLIES	156.64	2
BILL'S CUSTOM FAB, INC	CONTRACT SVCS	181.13	1
BOYNE MOUNTAIN LODGE	TRAINING	266.31	1
BRASS CAFE & SALOON	SUPPLIES	19.96	1
B'S MUSIC SHOP	CONTRACT SVCS	150.00	1
BYRNA TECHNOLOGIES INC	SUPPLIES	86.96	1
C & C ENTERPRISES, INC	SUPPLIES	167.75	2
CAR WASH PARTNERS, INC. (DBA MISTER CAR \	CONTRACT SVCS	59.97	3
CCP INDUSTRIES, INC	COST	210.85	1
CELEBRATION CINEMA	CONTRACT SVCS	1080.00	1
CENTRAL MI UNIVERSITY CC PMTS	SUPPLIES	173.00	2
CENTRAL MOTOR SPORTS	SUPPLIES	101.76	2
CHARTER COMMUNICATIONS	CONTRACT SVCS	468.22	2
CITYMP	CONTRACT SVCS	2.50	3
CONSTANT CONTACT BILLING	CONTRACT SVCS	1144.50	1
COYNE OIL CORPORATION	SUPPLIES	438.45	1
CYBARCODE	SUPPLIES	-1195.00	1
DAIRY QUEEN	SUPPLIES	15.00	1
DASH MEDICAL GLOVES	SUPPLIES	305.70	1
DEPATIE	SUPPLIES	103.52	3
DEWITT LUMBER	SUPPLIES	135.18	1
DICKS SPORTING GOODS	SUPPLIES	59.90	1
DOLLAR DAZE MT PLEASANT	SUPPLIES	14.31	1
DOUG'S SMALL ENGINE REPAIR	SUPPLIES	2133.83	8
DOW GARDENS	CONTRACT SVCS	562.00	2
DOWNTOWN DISCOUNT	SUPPLIES	16.55	1
DREAMSTIME.COM	SUPPLIES	39.00	1
DRI PRINTING SERVICES - CC	SUPPLIES	7440.86	1
EBAY	SUPPLIES	-83.72	1
ELLENS EQUIPMENT	SUPPLIES	1039.93	5
ETNA SUPPLY	SUPPLIES	1307.76	8

Wright Express9/27/2023

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
FASTENAL COMPANY	SUPPLIES	41.61	1
FOODSERVICEDIRECT.COM	SUPPLIES	129.25	1
FRONTIER COMMUNICATONS	COMMUNICATIONS	70.98	1
GILBOE'S LOCK & SAFE LLC	SUPPLIES	45.00	2
GILL-ROY'S HARDWARE	SUPPLIES	178.23	11
GORDON FOOD SERVICE	SUPPLIES	1085.38	17
GORILLA GRIPPER-LANDON INNOVATIONS LLC	SUPPLIES	70.80	1
GOTOMYPC.COM	CONTRACT SVCS	88.00	2
GRAINGER	SUPPLIES	37.62	1
GRAND TRAVERSE RESORT	TRAINING	816.00	4
GREEN'S 24 HOUR TOWING	CONTRACT SVCS	75.00	1
GREENTREE COOPERATIVE GROCERY	SUPPLIES	11.96	1
GT RUBBER SUPPLY	SUPPLIES	1631.64	12
HARBOR FREIGHT TOOLS	SUPPLIES	374.59	6
HEARTHSTONE OVEN	SUPPLIES	1040.00	1
HILTON HOTELS	TRAINING	564.32	2
HOBBY LOBBY	SUPPLIES	69.21	3
HOME DEPOT	SUPPLIES	1728.45	30
HUTSON, INC	SUPPLIES	304.56	3
IDLHTE TECHNOLOGY LLC	SUBSCRIPTION	12.00	1
IMPRESSION 5 SCIENCE MUSEUM	CONTRACT SVCS	850.00	1
IN A SNAP PHOTOBOOTHS	CONTRACT SVCS	350.00	1
INSOMNIA COOKIES	SUPPLIES	85.00	2
INTERNATIONAL TRAUMA TRAINING INST.	TRAINING	198.00	1
JET'S PIZZA MT PLEASANT	TRAINING	225.60	1
JX TRUCK CENTER - MT PLEASANT	CONTRACT SVCS	622.12	1
KRAPOHL FORD LINCOLN MERC	SUPPLIES	179.35	1
LEO TRAINING AND CONSULTING GROUP	TRAINING	750.00	1
LITTLE CAESARS	SUPPLIES	43.18	1
LTAP/MTU	TRAINING	30.00	2
LUGNUTS SEASON TICKETS	CONTRACT SVCS	2000.00	1
LYNN PEAVEY COMPANY	SUPPLIES	399.40	2
MARATHON PETRO	SUPPLIES	51.42	1
MASCOT JUNCTION INC	SUPPLIES	156.00	1
MCDONALDS CREDIT CARD	SUPPLIES	16.41	1
MCMASTER-CARR SUPPLY CO.	SUPPLIES	238.48	2
MEDLER ELECTRIC COMPANY	SUPPLIES	464.45	6
MEIJER INC	SUPPLIES	622.17	15
MENARDS - MT. PLEASANT	SUPPLIES	1945.35	17
MGFOA	TRAINING	350.00	1
MICH SOC HUMAN RES MGMT	TRAINING	15.74	1
MICHIGAN ASSN OF MUNI CLERKS	TRAINING	575.00	2
MICHIGAN FIRE INSPECT SOCIETY	TRAINING	436.12	1
MICHIGAN MUNICIPAL LEAGUE	TRAINING	2790.00	5

Wright Express

9/27/2023

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
MICHIGAN RURAL WATER ASSN	TRAINING	480.00	1
MICHIGAN SECTION-AWWA	SUPPLIES	98.00	1
MICHIGAN TECHNOLOGICAL UNIVERSITY	TRAINING	65.00	1
MILAN SUPPLY COMPANY	SUPPLIES	1327.02	1
MITCHELL, LEWIS & STAVER CO	SUPPLIES	286.79	1
MMTA	TRAINING	199.00	1
MP TIRE COMMERCIAL TRUCK CENTER	CONTRACT SVCS	2642.02	2
MT PLEASANT AUTOMOTIVE SUPPLY	SUPPLIES	25.54	1
MT PLEASANT DISCOVERY MUSEUM	CONTRACT SVCS	705.00	1
MT PLEASANT FARMERS MARKET	SUPPLIES	340.00	6
MT. PLEASANT FENCE SASH & DOOR	SUPPLIES	158.13	1
MWEA	TRAINING	170.00	1
NAPA AUTO PARTS	SUPPLIES	903.23	15
NAVIGATE 360	TRAINING	749.00	1
NORTHSIDE HANSEN ARENA	CONTRACT SVCS	2148.00	4
OAKLAND COUNTY	CONTRACT SVCS	336.00	1
OLSON TIRE SERVICE	CONTRACT SVCS	258.31	3
OPENAI	SUPPLIES	20.00	1
OREILLY AUTO PARTS	SUPPLIES	17.99	1
ORIENTAL TRADING CO, INC	SUPPLIES	105.93	1
OSHATRaining.COM	TRAINING	149.00	1
PAPAS PUMPKIN PATCH	CONTRACT SVCS	645.84	1
PICKARD STREET CITGO	FUEL	25.51	1
PICKARD STREET CITGO	SUPPLIES	62.80	2
PIONEER AUCTION SERVICE	SUPPLIES	6.78	1
PISANELLO'S PIZZA	SUPPLIES	80.30	1
PRO COMM, INC	CONTRACT SVCS	330.00	1
PURITY CYLINDER GASES	SUPPLIES	324.06	2
PWMALL.COM	SUPPLIES	63.04	1
QT PETROLEUM	CONTRACT SVCS	945.00	1
RAY BROWERS STONEY GROVE FARM	SUPPLIES	5.00	1
RENT-RITE OF MT PLEASANT	EQUIPMENT RENTAL	-150.00	1
REPUBLIC SERVICES #239	CONTRACT SVCS	27068.33	4
RIC'S FOOD CENTER	SUPPLIES	2.15	1
S & S WORLDWIDE, INC.	SUPPLIES	633.17	2
SAM'S CLUB #4982	SUPPLIES	921.55	9
SCIENTIFIC BRAKE & EQUIPMENT CO	SUPPLIES	14.32	1
SHARE CORPORATION - CC	SUPPLIES	328.81	2
SHERWIN WILLIAMS	SUPPLIES	376.22	1
SIMPLY ENGRAVING	SUPPLIES	105.00	2
STANDARD ELECTRIC COMPANY	SUPPLIES	72.01	2
STAPLES - MP	SUPPLIES	1697.94	12
STARBUCKS	SUPPLIES	10.81	1
STATE OF MICHIGAN ICHAT LOOK UP	CONTRACT SVCS	30.00	2

Wright Express9/27/2023

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
STROBES N' MORE	SUPPLIES	237.26	1
TARGET	SUPPLIES	1486.41	15
TERRY'S CYCLE & SPORTS	SUPPLIES	100.09	1
THE PATTY WAGON	SUPPLIES	150.00	1
THE UPS STORE	CONTRACT SVCS	202.72	5
THE ZPS STORE	SUPPLIES	228.77	1
THRIVE INFLATABLES	EQUIPMENT RENTAL	150.00	1
THRIVE INFLATABLES	SUPPLIES	150.00	1
TLO ONLINE	CONTRACT SVCS	75.00	1
TRACTOR SUPPLY	SUPPLIES	728.50	5
U S POSTMASTER	CONTRACT SVCS	29.45	4
U S POSTMASTER	SUPPLIES	136.75	2
ULINE SHIP SUPPLIES	SUPPLIES	1784.13	1
USA BLUE BOOK	SUPPLIES	4.00	1
USPS.COM	CONTRACT SVCS	15.85	1
VERIZON WIRELESS	COMMUNICATIONS	5808.46	32
VIKING TACTICS INC	SUPPLIES	53.19	1
VOLGISTICS, INC	CONTRACT SVCS	98.00	1
WAL-MART	SUPPLIES	299.02	5
WASTE MANAGEMENT	CONTRACT SVCS	2915.86	6
WEBSTAUANT STORE	SUPPLIES	242.82	1
WEF MEMBERSHIP	MEMBERSHIP	155.00	1
WINN TELECOM	CONTRACT SVCS	300.00	1
WINN TELECOM	COMMUNICATIONS	1855.73	5
ZOOM, INC.	CONTRACT SVCS	15.99	1
	TOTALS	<u>\$108,146.83</u>	<u>479</u>



**DIVISION OF PUBLIC SAFETY
CITY OF MT. PLEASANT**



804 E. High Street, Mount Pleasant, MI 48858
Phone: (989) 779-5100 Fax: (989) 773-4020

MEMORANDUM

DATE: September 27, 2023
TO: Aaron Desentz, City Manager
FROM: Paul Lauria, Director of Public Safety
SUBJECT: Approval of City Ordinance 98.37 Snow and Ice Removal from Sidewalks.

At the September 25th, 2023 regular meeting of the City Commission they received proposed City Ordinance **98.37 Snow and Ice Removal from Sidewalks**. If adopted this ordinance would require all property owners within the City to keep the sidewalk adjoining their property clear of snow and ice. A Public Hearing was set for October 9th, 2023. A draft of the proposed ordinance is attached to this memorandum.

During the 2024 Goals and Objectives process the City Commission set as one of their goals was to "Provide safe accommodations for pedestrians and bicyclists." During that meeting having property owners keep clear any sidewalk adjoining their property of snow and ice was discussed and prioritized.

While considering this ordinance the following should be kept in mind:

1. The Downtown Principal Shopping District's (PSD) Special Assessment will remain the same. Downtown sidewalks, around municipal parking lots, will continued to be cleared by a private contractor. Downtown sidewalks, around/in front of private property, already has this requirement and requires no change.
2. The property owners along school routes are **NOT** exempt from this ordinance. The city will clear these routes only after the completion of street plowing.
3. The city will continue to clear any previously adopted areas of sidewalk (see attached map).
4. The Mission/Pickard Downtown Development Authority (DDA) along Mission and Pickard Streets already has this requirement and requires no change.

5. The recent adoption of the International Property Maintenance Code does not apply to public sidewalks.
6. Property owned or occupied by members of the Saginaw Chippewa Indian Tribe that are within the recognized area of the Reservation are exempt from direct enforcement of this ordinance. Any violation(s) must be handled by the Tribal Planning Department through Tribal Court.

Enforcement of this ordinance will primarily be the responsibility of Code Enforcement Officers. When violations occur property owners will be educated and given a warning on the new ordinance. Any repeat violations may result in a citation. Portions of sidewalk that remain uncleaned for periods of time may be cleaned by the city. Any and all costs associated with the city performing the work will be passed onto the property owner.

It is the sole responsibility of the property owner to make sure they stay in compliance with this ordinance.

Following the Public Hearing on October 9th, 2023, I am recommending that the City Commission adopt the proposed City Ordinance "**98.37 Snow and Ice Removal from Sidewalks**" and amend **Chapter 98, Ordinance 98.37 of the City Code to reflect the same.**

**CITY COMMISSION
CITY OF MOUNT PLEASANT**

Isabella County, Michigan

Ordinance No. 23-_____

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

**AN ORDINANCE TO AMEND THE CITY SNOW AND ICE REMOVAL FORM SIDEWALKS
ORDINANCE**

THE CITY OF MT. PLEASANT ORDAINS:

Section 1. Amendment to Section 98.37.

Section 98.37 of the City Code entitled “Snow and Ice Removal From Sidewalks” is amended to read, in its entirety, as follows:

Section 98.37: Snow and Ice Removal From Sidewalks.

- (A) For the purposes of this Section, “owner” means an owner, owners, occupant, or occupants of real property.
- (B) The owner of every property within the City must clear any accumulation of ice or snow from the public sidewalks adjoining such property within 24 hours of the accumulation or placement of snow or ice on said sidewalks.
- (C) If a sidewalk is not cleared within 24 hours of the accumulation or placement of snow or ice, the City may issue the owner a civil infraction ticket that is a personal debt owed to the City for each day that the owner fails to clear the sidewalk, or the City may clear the sidewalk and impose a lien on the property for the cost of clearing the sidewalk. The City Commission must set the civil infraction fees and the amount of any lien under this subsection by resolution.

Section 2. Repealer.

Any and all Ordinances in conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Section 3. Severability.

If any portion or portions of this Ordinance are found invalid, the remainder of the Ordinance will remain in full force and effect.

Section 4. Publication and Effective Date.

The City Clerk will cause to be published a notice of adoption of this Ordinance within 10 days of the date of adoption. This Ordinance will take effect 30 days after its adoption.

85714:00001:7154538-2

DRAFT

Memorandum



TO: Aaron Desentz, City Manager
FROM: Michelle, Sponseller, Downtown Development Director
DATE: September 26, 2023
SUBJECT: Parking Ordinance Update

As part of the evaluation of parking enforcement in February 2023, staff recommended an in-depth reassessment of the parking ordinance (Chapter 71), given its original drafting in 1964. After careful examination, the staff determined that a complete rewrite of the chapter would be more effective than making piecemeal modifications, given the updates required.

Highlights of the new parking ordinance are as follows:

1. Revamped definitions, encompassing terms such as dumpsters, construction trailers, and recreational vehicle parking.
2. The transition from the "even/odd" overnight parking system to one that aligns more closely with the existing snow emergency protocol, driven by the dual aim of operational efficiency and enhancing resident convenience by simplifying the process for residents, requiring them to relocate their vehicles only as needed rather than every evening.
 - As part of our permitting process, we collect contact details to ensure residents can be promptly notified during such times.
3. Recording of special agreements with:
 - Feight Apartments (119 South Franklin) – sanctioned by the City Commission on February 2, 1987.
 - Michigan Community Capital (410 West Broadway) – documented on January 29, 2020.
4. Incorporation of electric car charging station regulations.

Requested Action:

Staff requests approval of the updated parking ordinance as presented.

Attachments:

- Draft parking ordinance
- Parking ordinance update presentation

City of Mt. Pleasant

Ordinance No. 23-_____

An Ordinance to Amend the City Parking Ordinance

THE CITY OF MT. PLEASANT ORDAINS:

Section 1. Amendment to Chapter 71 of the City Code.

Chapter 71 of the City Code is amended to read as follows:

Section 71.01. Purpose and Scope.

The purpose of this Chapter is to regulate parking in the City. This Chapter applies to all public roads and parking lots in the City and as otherwise indicated herein.

Section 71.02. Definitions.

“*Central Business District*” or “*Downtown*” means the area with the following legal description:

Commencing at the intersection of the North right-of-way line of Illinois Street and the West right-of-way line of Washington Street; thence East, along said North right-of-way line of Illinois Street, to the West right-of-way line of Lansing Street; thence North, along said West right-of-way line of Lansing Street, to the North right-of-way line of Mosher Street; thence West, along said North right-of-way line of Mosher Street, to the West right-of-way line of Main Street; thence South, along said West right-of-way line of Main Street, to the midpoint on the East line of Lot 5, Block 14 of the Original Plat; thence West along the North line of the South 1/2 of said Lot 5, Block 14 of the Original Plat, extended to a point 40.8 feet West of the West line of said Lot 5, Block 14 of the Original Plat; thence Southwesterly, along a curve to the left, to a point on the North right-of-way line of Broadway, lying 122.04 feet West of the Southwest corner of Lot 1, Block 14 of the Original Plat; thence West, along the North right-of-way of Broadway Street, 113.96 feet to a point 203 feet West and 43.75 feet North of the Interior 1/4 Corner (Center) of Section 15, T14N-R4W; thence North, 231.31 feet, to the Southerly line of the former Ann Arbor Railroad spur right-of-way line; thence Northeasterly, along said Southerly right-of-way line of the former Railroad spur, to the North-South 1/4 line of said Section 15; thence North, along said North-South 1/4 line to the top bank traverse line of the Chippewa River; thence Southwesterly, along said traverse line, to the centerline of Oak Street, extended; thence South, along said centerline of Oak Street, extended, to the North right-of-way line of Broadway Street; thence West, along said North right-of-way line of Broadway Street, to the West right-of-way of Walnut Street, extended;

thence South, along said West line of Walnut Street, extended, to a point being 82.5 feet South of the East-West 1/4 line of said Section 15; thence East, to a point on the West right-of-way line of Oak Street, lying 82.5 feet South of the intersection of said West right-of-way line Oak Street and said East-West 1/4 line; thence South, along said West right-of-way line of Oak Street, to the South right-of-way line of Michigan Street; thence East, along said South right-of-way line of Michigan Street, to the West right-of-way line of Washington Street; thence South, along said West right-of-way line of Washington Street, to the North right-of-way line of Illinois Street and the point of beginning.

The area can also be described as within the following boundaries:

- North of the North side of Illinois Street;
- West of the West side of Lansing Street;
- South of the North side of Mosher Street;
- East of the West side of Main Street;
- South of the North side of Broadway Street;
- East of the West side of Walnut Street, extended;
- East of the West side of Oak Street;
- North of the South side of Michigan Street;
- East of the West side of Washington Street;
- Southeasterly of the center thread of the Chippewa River

City Manager means the City Manager or his or her designee.

Park means to cause, allow, permit, or suffer any vehicle to stand or be parked.

Recreational Vehicle (RV) means a vehicle that has its own motive power or is towed by a motor vehicle; is primarily designed to provide temporary living quarters for recreational, camping, travel, or seasonal use; complies with all applicable federal vehicle regulations; and does not require a special highway movement permit under section 719a to be operated or towed on a street or highway. The term includes, but is not limited to, a motor home, travel trailer, park model trailer that does not require a special highway movement permit under section 719a, or pickup camper. See MCL 257.49a.

Dumpster means a large trash receptacle designed to be hoisted and emptied into a truck.

Motor Vehicle is defined for the purposes of this Ordinance it is in MCL 257.33. It means every vehicle that is self-propelled, except for the following

- A. industrial equipment such as a forklift, a front-end loader, or other construction equipment that is not subject to registration under the motor vehicle code.
- B. a power-driven mobility device when that power-driven mobility device is being used by an individual with a mobility disability.

- C. an electric patrol vehicle being operated in compliance with the electric patrol vehicle act, 1997 PA 55, MCL 257.1571 to 257.1577.
- D. an electric personal assistive mobility device.
- E. e an electric carriage.
- F. a commercial quadricycle.
- G. an electric bicycle.
- H. an electric skateboard.

Section 71.03. Parking Restrictions.

A. *Prohibition Of Parking In Certain Areas.* No person may park a motor vehicle in any of the following places except when necessary to avoid conflict with other traffic, in compliance with law or the directions of a police officer or traffic control device, or when a permit has been granted by the City Manager:

- 1. On a sidewalk.
- 2. In front of or across a public or private driveway.
- 3. Within an intersection.
- 4. Within three (3') feet of a fire hydrant.
- 5. On any portion of a fire lane, unless permitted by the City Manager.
- 6. In any place or in any manner so as to obstruct the immediate egress from an emergency exist of a building or a designated fire escape.
- 7. Between a curb and a sidewalk.
- 8. In a side or front yard in a residential district.
- 9. ADA spaces will be in compliance with all State of Michigan codes.
- 10. Without a permit in a space designated as permit parking only.

B. *Prohibitions on Method of Parking in Certain Areas.* The following methods of parking are prohibited where specified:

- 1. With a vehicle's left wheels nearest to the curb, except on one-way roadways where parking is permitted on the left side of the roadway.
- 2. Back-in parking, in any angled parking spot.

C. *Time Restrictions For Parking In Certain Areas.*

- 1. No person may park overtime beyond the period of legal parking time identified by regulatory sign.

2. No person may park any vehicle on any street in the Central Business District between the hours of 4:00 a.m. to 6:00 a.m. during any day of the year:
3. Snow Emergencies.
 - a) No person may park or leave any vehicle, RV, construction trailer, or dumpster on a street or highway in the City when a snow emergency is in effect.
 - b) The City Manager may declare a snow emergency after making a finding that, on the basis of falling snow, sleet, or freezing rain, or based on a National Weather Service forecast, weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on city streets will be prohibited or restricted for plowing or other purposes. A snow emergency must be publicly announced prior to its effective time by means of press release, web posting, telephone information line, and/or emergency communications system where feasible.
 - c) Once in effect, a snow emergency remains in effect until terminated by an announcement of the City Manager in the same manner in which it was declared.

D. Restrictions On Parking Of Certain Vehicles And Use of City Right Of Way.

1. Stalled or Disabled Vehicles.
 - a) Whenever a vehicle becomes stalled or disabled for any reason on any portion of a City street to which a parking prohibition applies, the person operating the vehicle shall take immediate action to have the vehicle towed or pushed off the street.
 - b) No person may abandon or leave a vehicle on a City street, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone, garage, automobile service station, or other place of assistance and return without delay.
2. Dumpsters.
 - a) No dumpster may be left overnight on any street, alley, parking lot, highway, or other public place unless authorized by the Director of Public Works. The Director of Public Works may provide for the issuance of a temporary dumpster permit for parking and use of a dumpster on public grounds owned or controlled by the City, on such order and conditions as the City Manager shall, in his/her discretion, determine to be just and reasonable, for a period of time not to exceed ten days in any one calendar year.

3. Recreational Vehicles - (RV)

- a) A Recreational Vehicle may be parked, used, or occupied on the premises of a dwelling only if the occupants of the RV have access to and the unlimited use of the sanitary facilities of the dwelling and the operator of the RV secures a permit as provided by this Chapter.
- b) No Recreational Vehicle may be parked overnight on any street, alley, parking lot, highway, or other public place unless authorized by the Building Official. The Building Official may provide for the issuance of temporary RV permit, for parking, use, and occupancy of recreational vehicle on public grounds owned or controlled by the City, on such order and conditions as the City Manager shall, in his/her discretion, determine to be just and reasonable, for a period of time not to exceed ten days in any one calendar year.
- c) No Recreational Vehicle may be parked at any time between the established setback line and the curb line of any lot.
- d) No person may park or permit the occupancy of any Recreational Vehicle on a lot, field, or tract of land not specifically licensed as a campground, except only as provided by this Chapter.

Section 71.04. Parking Permits.

A. *Fees, Eligibility, and Designation.* The City Commission shall by resolution set the cost of parking permits, the eligibility requirements for each type, and the designation of lots and streets where parking is allowed by permit only.

B. *Types of Permits.*

1. Overnight. Overnight parking in the Central Business District is restricted to holders of an overnight permit. Overnight permit holders may only park in designated lots.
 - a. The City Manager may declare it necessary, on the basis of falling snow, sleet, or freezing rain, or based on a National Weather Service forecast, weather conditions will make it necessary that motor vehicle traffic be expedited and that parking in city parking lots will be prohibited or restricted for plowing or other purposes. This declaration must be publicly announced prior to its effective time by means of press release, web posting, email, and telephone information line where feasible.
2. Guest. Guest permits are required of guests visiting downtown residents wishing to park in a downtown lot overnight and of guests of residents of designated

residential neighborhoods wishing to park overnight on any street in a designated residential neighborhood. Guest permits are limited to seven days.

- a. The City Manager may declare it necessary, on the basis of falling snow, sleet, or freezing rain, or based on a National Weather Service forecast, weather conditions will make it necessary that motor vehicle traffic be expedited and that parking in city parking lots will be prohibited or restricted for plowing or other purposes. This declaration must be publicly announced prior to its effective time by means of press release, web posting, email, and telephone information line where feasible.
3. Residential Neighborhood. Residential Neighborhood permits are available to property owners and tenants in designated residential neighborhood permit zones.
4. Recreational Vehicles. The owner, occupant, or user of a recreational vehicle to be parked in the City and in a City lot must procure a permit as prescribed in Section 71.04(D).
5. Construction Trailer. Construction trailer permits, issued by the Building Official, are intended for use by construction companies and personnel during a specific construction project, to utilize space in a municipal parking lot or the use of on-street parking space/s. The permit will be valid for the duration of the project. The permit shall specify the parking location(s) for which it is valid.
6. Commercial. Commercial permits are intended for use by City businesses that require parking of vehicles primarily used for business purposes in the City and allow daytime and overnight parking in streets, spaces, or lots designated by the City Manager.

C. Use of Permits.

1. Permits are only valid according to their type and do not permit a driver to park outside the scope of the permit.
2. As necessary from time to time, the City Manager or his/her designee may contact permit holders to move their vehicle(s) so that lots may be cleaned. Failure to move a vehicle as requested constitutes a violation of this Chapter.

D. Recreational Vehicles.

1. An application for a permit to park, use, and occupy a recreational vehicle on the premises of a dwelling or parcel of land must be made to the Department of Building Safety.
 - a. The application must

- i) state the name of the owner or occupant in control of the trailer coach,
 - ii) the name and address of the owner or operator of the recreational vehicle,
 - iii) the license number on the recreational vehicle, and
 - iv) the required fee, if one has been set.
 - b. Attached to the application must be written consent by the owner in control of the dwelling or parcel of land at which the recreational vehicle will park and be used and occupied for the persons using the trailer coach the unlimited use of the sanitary facilities on the premises.
 - c. Upon the filing of the application, the Department must cause an inspection to be made of the dwelling premises or parcel of land and the recreational vehicle. If the inspection finds that adequate facilities are afforded on the premises for the disposal of waste created and it appears that the parking, use, and occupancy of the trailer coach complies with applicable statutes and ordinances, approval will be granted.
 - d. After the application is approved and the permit fee is paid, the Building Official shall issue a permit starting the limit of time for the parking, use, or occupancy of the trailer coach. The permit may authorize the parking, use, or occupancy of the trailer coach for not more than six weeks.
 - e. No more than two permits may be issued for any one trailer coach or to any one trailer coach operator or occupant in one 12-month period.
2. The Building Official may provide for the issuance of temporary RV permit , for parking, use, and occupancy of recreational vehicle on public grounds owned or controlled by the City, on such order and conditions as the City Manager shall, in his/her discretion, determine to be just and reasonable, for a period of time not to exceed ten days in any one calendar year.
 3. The Building Official or his or her authorized representative or a member of the Department of Public Safety has the authority to enter and inspect at any reasonable time any premises upon which a recreational vehicle is parked, used, or occupied for the purpose of ascertaining that the owner, operator, or occupant of the trailer coach is complying with all applicable statutes, ordinances, rules, and regulations.

E. *Special Agreements.*

1. *Feight Apartments (119 South Franklin).* Eight parking spaces for 24-hour parking shall be reserved in the City-owned parking lot on the corner of E. Michigan and S. Lansing Street for tenants of Feight Apartments.
2. *MCC Parcel B Title Holding Corporation (410 West Broadway).* MCC Parcel B Title Holding Corporation and its agents, employees, tenants, licensees, permittees, and contractors shall enjoy the rights granted to it by the Parking and Access Easement recorded at 1877 Liber 310.

Section 71.05. Electric Vehicle Charging Stations.

- A. Public electric vehicle charging stations are reserved for parking and charging electric vehicles. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle.
- B. When a sign provides notice that a parking space is a publicly designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. Further, no person shall park or stand an electric vehicle in a publicly designated electric vehicle charging station space when not electrically charging or parked beyond the days and hours designated on the regulatory signs posted. For purposes of this section, “charging” means an electric vehicle parked at an electric vehicle charging station and connected to the charging station equipment.

Section 71.06. Enforcement.

- A. *Enforcement Personnel.* A civil infraction citation for any parking violation may be issued by any authorized personnel.
- B. *Parking Violations Bureau.* The Parking Violations Bureau, under the supervision and control of the City Manager, is tasked with handling alleged violations of the schedule enumerated in Section 71.06(I). The Bureau’s authority is limited to enforcement of this Chapter.
- C. *Ongoing Violations.* Each and every day and hour during which a violation of the Uniform Traffic Code and other provisions of this Chapter continues is a separate, distinct, and independent offense.
- D. *Operator As Violator.* A police officer or the Parking Violations Bureau may issue a citation for the violation to the operator of the vehicle if the operator is present at the time of the violation.
- E. *Administrative fee.* An administrative fee must be added to each account for each notice sent for delinquent parking fines. The City Commission must set the administrative fee by resolution.

- F. *Civil Infraction.* Any person that violates any provision of this Chapter is responsible for a civil infraction.
- G. *Contents of citation.* The citation must indicate:
1. the length of time in which the person to whom the citation was issued must respond before the Parking Violations Bureau,
 2. the address of the Bureau,
 3. the hours during which the Bureau is open,
 4. the amount of the penalty scheduled for the offense for which the ticket was issued, and
 5. advise that a warrant for the arrest of the person to whom the ticket was issued will be sought if the person fails to respond within the time limited.
- H. *Effect of Citation.* The issuance of a citation by a police officer or the Parking Violations Bureau is an allegation of a parking violation.
- I. *Schedule of Violations.* The fine for violation of a municipal civil infraction under this Chapter must be set by resolution by the City Commission.
- J. *Disposition of Claims.*
1. Only violations that are scheduled in Section 71.06(I) may be disposed of by the Parking Violations Bureau.
 2. The fact that a particular violation appears on the fine schedule, as adopted by the City Commission, does not entitle the alleged violator to disposition of the violation at the Bureau. If the Bureau declines to dispose of a violation, the violation must be disposed of before a court having jurisdiction and any person having knowledge of the facts may make a sworn complaint as provided by law.
 3. No violation may be settled at the Parking Violations Bureau except at the specific request of the alleged violator.
 4. The Bureau may not accept a penalty for any violation from any person who denies having committed the offense. The Bureau may not determine, or attempt to determine, the truth or falsity of any fact or matter related to the alleged violation.
- K. *Prima Facie Evidence.* In any proceeding for a violation of this Chapter, proof that the vehicle described in the citation was parked in violation of this Chapter and that the defendant named in the citation was, at the time of parking, the registered owner of the vehicle, is prima facie evidence that the registered owner violated this Chapter.

L. *Conflict of Provisions.* Any temporary prohibition or regulation of parking declared by the City Manager under this Chapter, while in effect, supersedes any conflicting provisions, except for laws applicable to traffic accidents, emergency travel of authorized emergency vehicles, or emergency traffic directions ordered by a police officer.

M. *Relationship to Other Laws.* No provision of this Chapter may be construed to permit parking at any time or place where it is forbidden by any other law.

Section 2. Repealer.

Any and all ordinances in conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Section 3. Severability.

If any portion or portions of this Ordinance are found invalid, the remainder of the Ordinance will remain in full force and effect.

Section 4. Publication and Effective Date.

The City Clerk will publish a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance will take effect 30 days after its adoption.

85714:00001:7075134-1

Parking Ordinance (Chapter 71) Update

Mt. Pleasant
[meet here]

Overview

- Existing ordinance written in 1964.
- As part of the evaluation of parking enforcement in February 2023, staff recommended an in-depth reassessment.
- After examination, the staff determined that a complete rewrite would be more effective than making piecemeal modifications, given the updates required.

Changes to ordinance

1. Revamped definitions, encompassing terms such as dumpsters, construction trailers, and recreational vehicle parking.
2. Recording of special agreements with:
 - Feight Apartments (119 South Franklin) – sanctioned by the City Commission on February 2, 1987.
 - Michigan Community Capital (410 West Broadway) – documented on January 29, 2020.
3. Incorporation of electric car charging station regulations.

Mt. Pleasant
[meet here]

Changes to ordinance

4. The transition from the "even/odd" overnight parking system to one that aligns more closely with the existing snow emergency protocol.

“Even/Odd” Current System

- **Daily Movement Requirement:** Every day, residents are required to move their vehicles at 4:00 am based on whether the day is classified as “even” or “odd”.
- **Confusion:** Residents often find it confusing to determine the “even” or “odd” days to move their vehicles.
- **Response to Weather Conditions:** system is challenging to allow for proper maintenance of lots during snow or ice accumulation, as the focus is on the “even” or “odd” day classification rather than on the actual weather or lot conditions.

Mt. Pleasant
[meet here]

Conditions-Based System

- **Condition-Based Notifications:** Residents will receive notifications based on anticipated snowfall or existing snow/ice conditions in the parking lots that vehicles must be moved.
- **Notification Methods:** Residents will be notified through both email and text messages.
- **Detailed Instructions:** notifications will specify the time frame within which residents must move their vehicles and when they can return them to the parking lots.

Mt. Pleasant
[meet here]

Conditions-Based System

- This new system aims to reduce the frequency of required vehicle movements by triggering moves only when necessary due to weather conditions, thereby making it more convenient for residents.
- Efficiently allows for proper maintenance of lots during snow or ice accumulation or lot conditions.

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[meet here]

Questions?

Mt. Pleasant
[meet here]

City of Mt. Pleasant, Michigan




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

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

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

MEMORANDUM

TO: Aaron Desentz, City Manager
FROM: Brian Kench, Building Office 
DATE: Thursday, September 21, 2023
SUBJECT: Update controls on HVAC – City Hall

In April we began our contract with T.H. Eifert, Inc. to provide preventative maintenance for the Heating, Ventilating and Air Conditioning (HVAC) systems at City Hall and Public Safety. As reported earlier this year, our contractor has taken steps to improve building efficiency through updates in the system operation, along with taking a more aggressive approach to scheduling equipment.

If you recall, we made a request for an amendment to the budget in May in the amount of \$70,000 for this work, which was a best guess at the time from our contractor, before final numbers were available. The quote received in June of this year put the project at \$81,205 to upgrade with Niagara-based controls over the Carrier brand equipment that is currently in place. The two systems are roughly the same cost, however, the Niagara based equipment will allow more flexibility in the future with contractors and bring the City Hall in line with equipment used at the Public Safety Building. We explored breaking the project up over 4 different phases to lessen the impact of the project, but that put the cost of the project closer to \$100,00 overall and still does not address the immediate issues with communication errors.

As a result, we are requesting the City Commission consider a sole source agreement with T.H. Eifert in the amount of \$81,205 and amend the budget for City Hall in the amount of \$11,205 to complete the work. This agreement will ensure that the company providing the updates, programming and its efficient operation will also be responsible for maintaining the system and getting the building to an Energy Star Rating through Consumers Energy in the future.

REQUEST:

Recommend that the City Commission approve a sole source contract with T.H. Eifert in the amount of \$81,205.00 to update the control system on the HVAC system at City Hall and amend the budget in the amount of \$11,205 to cover the cost of the project.

Memorandum



TO: Aaron Desentz
City Manager

FROM: Phil Biscorner
Director of Parks, Recreation and Public Spaces

DATE: September 29, 2023

SUBJECT: Outdoor Ice Rink Update

Over the past two winters the Parks and Recreation Department has been operating an outdoor ice rink. This past winter the ice rink was available to the public for 3 days. The 2022 season the ice rink was open for approximately 29 days. The reason for the variation is due to the ice rink being dependent on the need for below freezing temperatures. The ideal conditions for making ice occurs when the nighttime temperatures drop to 18 to 23 degrees and the daytime temperatures stay below 36 degrees. Under those conditions, skating is possible within three to five days. Cold nights are key, since more ice will be built during the lower nighttime temperatures than the higher daytime temperatures can melt and ice thickness will be able to increase each night. Typically, an ice thickness of 3-4 inches will hold most kids and average-size adults.

The following is the cost to maintain and operate the ice rink:

2022 Season

Ice rink and related supplies:	\$5,198.75
Freight	415.00
Professional and Certified Installation	3,695.00
Warming House rehab for water service:	1,910.00
Monthly meter fee @ \$60/month x 4 months	240.00
Labor (136.5 hrs. various levels of staff)	2,607.54
Water	<u>36.36</u>
Total	\$14,102.65

2023 Season

Ice rink and related supplies:	\$40.00
Monthly meter fee @ \$60/month x 4 months	240.00
Labor (114 hrs. various levels of staff)	2,623.92
Water	<u>36.36</u>
Total	\$2,940.28

2024 Season

Ice rink and related supplies (new liner):	\$2,000.00
Monthly meter fee @ \$60/month x 4 months	240.00
Labor (150 hrs. anticipated)	4,255.72
Water	<u>36.36</u>

Memorandum

Mt. Pleasant
[meet here]

Total

\$6,532.08

REQUESTED ACTIONS:

1. The City Commission to decide to allocate General Funds to continue to cover the costs and if so, approve a \$2,000 budget amendment for a new liner.

Memorandum



TO: Aaron Desentz, City Manager
FROM: Michelle Sponseller, Downtown Development Director
CC: Chris Saladine, Finance Director
DATE: September 29, 2023
SUBJECT: EV Charging Supplier Recommendation and Agreement

Following our presentation of the GM Dealer Community Charging Program (GM DCC) to the commission on August 28, staff was approached by a second firm, EVC Holdings, LLC expressing interest in submitting a proposal for consideration. Recognizing the need for an objective and systematic assessment, staff developed an "EV Charger Supplier Questionnaire" to consolidate essential criteria. This approach ensured staff would perform a comprehensive evaluation of both suppliers to determine the most suitable option for our downtown EV infrastructure needs.

After careful evaluation of the two potential suppliers for electric vehicle (EV) charging units in the downtown area, staff recommends the GM DCC (State Electric/Charge EV) as the supplier for EV charging in downtown.

Key Features and Benefits:

- Locations & Installation:**
 - Parking lot 2:** One replacement charger, replacing an existing unit from 2014.
 - Parking lot 3:** Three new chargers will be introduced as part of the Town Center Civic Space project.
 - Parking lot 13 (City Hall):** One new unit will be installed.
- Revenue:** \$.03 per KWH.
- Turnkey Solution:** All aspects, from equipment installation, maintenance, future upgrades, to troubleshooting are managed by the GM DCC program. This ensures zero direct costs to the city.
- Equipment Features:**
 - The chargers are dual-port and pedestal-mounted, offering the maximum power output for a Level 2 EV charger.
 - Compatibility is extensive, accommodating all current and next-generation EVs.
- Timeline:** Projected installation and commissioning for units in parking lots 2 and 13 (City Hall) are expected to be completed by Q4 2023.

Evaluation Criteria:

- Infrastructure and Compatibility:** GM DCC units are suitable for a variety of EV models. The versatility in the equipment ensures ease of installation and supports for future upgrades.
- Cost-effectiveness and Maintenance:** GM DCC's program is self-funded model, eliminating dependency on external approvals. Additionally, the complete handling of maintenance and future upgrades by the program offers value and ease for the city.

Financing:

GM Dealer Community Charging Program's self-funded model ensures a delay-free commencement.

Memorandum



Experience with Other Municipalities:

The GM DCC has an extensive footprint with implementations in multiple locations, including Clarkston, Holly, Copper Harbor, Oxford, Ypsilanti, Livonia, Crystal Falls, Milford, Ortonville, Covington, among others.

REQUESTED ACTION

The staff recommends approving the GM Dealer Community Charging Program agreement as presented and direct staff to sign all necessary documentation.

ATTACHMENTS

- GM Dealer Community Charging Program Agreement
- Map of Recommended Locations
- EV Charging Supplier Questionnaire Responses

**CHARGE EV, LLC. CHARGING STATION
AGREEMENT**

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **HOST** (the “**Effective Date**”) by and between (“**Host**”), **City of Mt. Pleasant, 320 West Broadway, Mt. Pleasant, MI 48858** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, CEV, by installing electric vehicle chargers (“**EV Chargers**”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located **the locations contained in Exhibit A (the “Premises”)**, upon which CEV shall install the EV Chargers.

2. INITIAL INSPECTION:

A. Early Access. Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

(5) Pedestals ((10)80-amp chargers) will be installed at the host location. CEV can elect to change the equipment depending on utility support transformer and supply chain availability.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the “**Commencement Date**”) shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV’s control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, CEV and the City of Mt. Pleasant may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the “Renewal Term” and together with the Initial Term, the “Term”). Further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the parcel ID number location(s) identified in this lease agreement.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the “Termination Notice”) pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. Host must provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

10. CHARGING RATES:

CEV shall not charge over 150% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense and shall comply with all zoning ordinances.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. CONFIDENTIALITY AND PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

City of Mt. Pleasant, to:

Contact Name: Michelle Sponseller (Notices)

Position: Development Director

Address: 320 West Broadway, Mt. Pleasant, MI
48858

Phone: 989-779-5348

Email: msponseller@mt-pleasant.org

Contact Name: Chris Saladine (payments)

Position: Finance Director

Address: 320 West Broadway, Mt. Pleasant, MI
48858

Phone: 989-779-5376

Email: csaladine@mt-pleasant.org

Contact Name: Aaron Desentz

Position: City Manager

Address: 320 West Broadway, Mt. Pleasant, MI 48858

Phone: 989-779-5321

Email: desentz@mt-pleasant.org

CEV, to:

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:

duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to, this Contract or the breach thereof shall be decided.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Isabella County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

Charge EV, LLC.

By: Duane Lobbestael
Its: President

City of Mt. Pleasant:

By: Aaron Desentz
Its: City Manager
Effective Date

EXHIBIT A
THE PREMISES

Parking lot 2 - State Street and Main, Mt. Pleasant, MI 48858
Owner – City of Mt. Pleasant
No parcel ID
1 pedestal ((2) chargers) (Replacement for existing charger)

Parking lot 3 – West Broadway and Main Street, Mt. Pleasant, MI 48858
Owner – City of Mt. Pleasant
Parcel ID: 17-000-00-165-00
3 pedestals ((6) chargers)

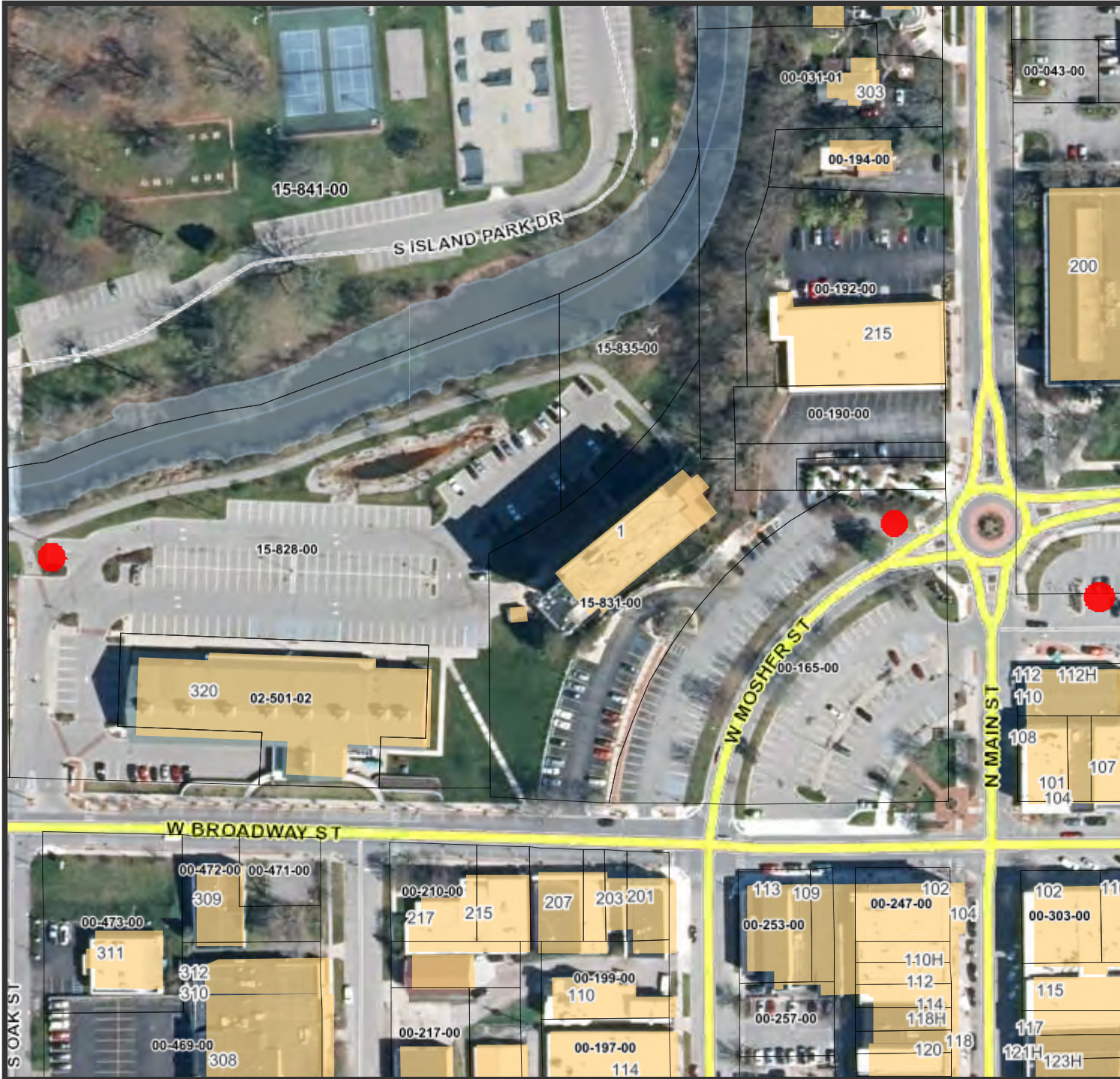
Parking lot 13 (City Hall) – 320 West Broadway, Mt. Pleasant, MI 48858
Owner – City of Mt. Pleasant
Parcel ID: 17-000-15-828-00
1 pedestal ((2) chargers)

**EXHIBIT B SIGNAGE
CHARGING
STATIONS**



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces.

Post height will be no taller than 72”h, Panel sign will be 12” w x 18”h x .125” d



Mt. Pleasant Charging Locations



Map Publication:
07/26/2023 3:49 PM



Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Isabella County expresses no warranty for the information displayed on this map document.

**CITY OF MT. PLEASANT
EV CHARGER SUPPLIER RESPONSE FORM**

State Electric / Charge EV

CRITERIA	APPLICANT RESPONSE
Experience and Track Record	30 years in business. #1 installer of EV charging stations in the MidWest. General Motors preferred installer.
<ul style="list-style-type: none"> • Past projects and installations 	Clarkston, Holly, Copper Harbor, Oxford, Ypsilanti, Livonia, Crystal Falls, Holly, Milford, Ortonville, Livonia, Covington.....
<ul style="list-style-type: none"> • Reputation and reviews from other municipalities 	2022 State of Michigan Special Tribute. Many positive reviews.
Technical Specifications	
<ul style="list-style-type: none"> • Charger type 	Level 2
<ul style="list-style-type: none"> • Compatibility with EV models 	Compatible with ALL EV models
<ul style="list-style-type: none"> • Upgradability 	Yes
Capacity and Scalability	
<ul style="list-style-type: none"> • Number of chargers proposed • Ability to scale up 	10 More available at no additional request Yes
Cost Structure	\$0
<ul style="list-style-type: none"> • Installation costs for City 	
<ul style="list-style-type: none"> • Maintenance costs for City 	\$0
<ul style="list-style-type: none"> • Pricing structure for users • Revenue sharing with City (KWH) 	Estimated 43 cents per kilowatt-hour 3 cents
Payment and Billing Systems	Works with any model cell phone
<ul style="list-style-type: none"> • User-friendliness 	
<ul style="list-style-type: none"> • Supported payment methods 	All major credit cards and bank debit cards
<ul style="list-style-type: none"> • Subscription options 	None

Maintenance and Support	Based on municipality request
• Frequency of maintenance checks	
• Response time	Within 24 hours
• 24/7 customer support	Yes
Software and Connectivity	
• User interface	Easy, QR code with phone
• Real-time charger status updates	Yes
• Integration capabilities	Yes
Safety and Compliance	
• Compliance with safety standards	Yes
• Ground-fault protection & weather resistance	Yes
• Emergency shut-off mechanisms	Yes
Environmental Considerations	
• Use of sustainable materials	Some

• Energy sourcing options	Can be fully sustainable
Aesthetics and Branding	
• Charger design	Single pedestal with (2) 20-foot cable with easy accessible retractable cable management system
• Municipal branding or advertising options	Yes
Warranty and Guarantees	
• Warranty duration	5 years

• Warranty coverage	Full Coverage
• Track record of honoring warranties	Excellent
Resilience and Backup	
• Measures for power outages	None
• Backup power sources	At added cost
Contract Terms and Flexibility	
• Contract duration • Flexibility in terms of modifications	<u>10 years</u> Limited
Feedback Mechanisms • Systems for feedback	Yes
• Responsiveness to feedback Accessibility and Inclusivity	Excellent

- ADA-compliant installations Yes
- Considerations demographics for various user Yes

Other information you would like us to know:

State Electric and *Charge EV* is Michigan's leader in EV charging station installations and service. More Municipalities have partnered with State Electric and Charge EV than any other installer.

**CITY OF MT. PLEASANT
EV CHARGER SUPPLIER RESPONSE FORM**

CRITERIA	APPLICANT RESPONSE
Experience and Track Record	
<ul style="list-style-type: none"> • Past projects and installations 	Installed and operate 6 level II sites and 2 DC fast chargers at Coyne Oil & Propane locations. Currently installing and operating 17 DC fast charger projects across Michigan with 1 or 2 units at each site.
<ul style="list-style-type: none"> • Reputation and reviews from other municipalities 	Installed and operate 2 DC fast chargers for the City of Tawas. Reference: Annge Horning Tawas City Manager (989) 362-8688 manager@tawascity.org
Technical Specifications	
<ul style="list-style-type: none"> • Charger type 	Tesla Universal Wall Connector
<ul style="list-style-type: none"> • Compatibility with EV models 	Compatible with all vehicles produced in North America (NACS and J1772 connectors)
<ul style="list-style-type: none"> • Upgradability 	Connected via WiFi. Continuously updates
Capacity and Scalability	
<ul style="list-style-type: none"> • Number of chargers proposed 	6 in Lot 3 and 2 in Jockey Alley Lot
<ul style="list-style-type: none"> • Ability to scale up 	Will be able to add more as needed
Cost Structure	
<ul style="list-style-type: none"> • Installation costs for City 	\$0
<ul style="list-style-type: none"> • Maintenance costs for City 	\$0
<ul style="list-style-type: none"> • Pricing structure for users 	Market Rates Dynamically based on time of use rates
<ul style="list-style-type: none"> • Revenue sharing with City (KWH) 	\$0
Payment and Billing Systems	
<ul style="list-style-type: none"> • User-friendliness 	Tesla makes the most user friendly technology on the market. All Tesla vehicles, plug in charge and go. No interface needed and payments are automatically charged to the card on file. For non-Tesla vehicles, the QR code on the side of the charger will prompt download of the Tesla app that is used to activate the charger.
<ul style="list-style-type: none"> • Supported payment methods 	All credit and debit
<ul style="list-style-type: none"> • Subscription options 	None at the moment

Maintenance and Support	
<ul style="list-style-type: none"> • Frequency of maintenance checks 	Wi-Fi connectivity for over-the-air updates, remote diagnostics and access controls. Constantly monitored by connection to the internet.
<ul style="list-style-type: none"> • Response time 	minutes
<ul style="list-style-type: none"> • 24/7 customer support 	24/7 customer support available
Software and Connectivity	
<ul style="list-style-type: none"> • User interface 	All Tesla vehicles: Just plug-in, charge, and go. (No interface needed and payments are automatically charged to the card on file.) All other vehicles: controlled through the Tesla App.
<ul style="list-style-type: none"> • Real-time charger status updates 	Implementing now. All DC fast have this capacity and will route vehicles to chargers when available
<ul style="list-style-type: none"> • Integration capabilities 	Integrated into the Tesla eco system with increasing capabilities with all manufactures adopting the NACS standard
Safety and Compliance	
<ul style="list-style-type: none"> • Compliance with safety standards 	Complies with all modern safety standards with the backing of Tesla.
<ul style="list-style-type: none"> • Ground-fault protection & weather resistance 	Ground-fault protection & weather resistance standard.
<ul style="list-style-type: none"> • Emergency shut-off mechanisms 	Emergency shutoff will be located near the electrical panel
Environmental Considerations	
<ul style="list-style-type: none"> • Use of sustainable materials 	Chargers supplied by Tesla, a 100% renewable energy company.
<ul style="list-style-type: none"> • Energy sourcing options 	Clean Energy Sourcing Options available.
Aesthetics and Branding	
<ul style="list-style-type: none"> • Charger design 	48 amp Level II charger with 24ft cable, Integrated J1772 adapter to conveniently charge any electric vehicle and Auto-sensing handle to open a Tesla charge port. Up to 44 mi of range added per hour at 11.5 kW.
<ul style="list-style-type: none"> • Municipal branding or advertising options 	City of Mt. Pleasant signage available. Charger does not display advertising.
Warranty and Guarantees	
<ul style="list-style-type: none"> • Warranty duration 	We will warranty for the life of the contract.
<ul style="list-style-type: none"> • Warranty coverage 	We will maintain 24/7 operation of the chargers.
<ul style="list-style-type: none"> • Track record of honoring warranties 	Owned and operated 4 DC fast chargers and 6 level 2 sites for 2.5 years achieving near 100% up time.
Resilience and Backup	
<ul style="list-style-type: none"> • Measures for power outages 	Power supplies by Consumers Energy and in the event of an outage will be restored ASAP.

• Backup power sources	None. Potential to add solar at a later date.
Contract Terms and Flexibility	
• Contract duration	10 years
• Flexibility in terms of modifications	Negotiable
Feedback Mechanisms	
• Systems for feedback	QR code supplied for immediate support
• Responsiveness to feedback	minutes
Accessibility and Inclusivity	
• ADA-compliant installations	Site will be ADA-compliant
• Considerations for various user demographics	Tesla has 53% of the EV market and other manufactures (Ford, General Motors, Nissan, Volvo, Rivian, Mercedes-Benz, Honda and Polestar) are adopting the NACS (Tesla) connector. All other EVs sold in North America will be able to charge using the J1772 connector.

Other information you would like us to know:

Our experience, reputation, and the Tesla charging equipment provide the best EV charging solution for the City of Mt. Pleasant. The ease of plugging in and walking away is a big deal to residents/users, and very few other solutions provide this ease of use. This would be a great project for downtown Mt. Pleasant and we are excited about the opportunity to do the work for OUR city! Please consider our proposal, and as a LOCAL company, know that we will be able to support you each step of the way.

Submitted by:

EVC Holding Investments, LLC (a registered, Michigan-based LLC)
110 E Broadway Ste B
Mt. Pleasant, MI 48858

Primary Contact:

Dan Coyne
dan@evholdings.com
989.506.6377



**DIVISION OF PUBLIC SAFETY
CITY OF MT. PLEASANT**



804 E. High Street, Mount Pleasant, MI 48858
Phone: (989) 779-5100 Fax: (989) 773-4020

MEMORANDUM

DATE: September 28, 2023
TO: Aaron Desentz, City Manager
FROM: Paul Lauria, Director of Public Safety
SUBJECT: Grass Ordinance Discussion Points

At a recent City Commission meeting the commissioners expressed an interest to consider amendments to City Ordinance 96.05 LAWN MAINTENANCE; HEIGHT; REMOVAL OF NOXIOUS WEEDS (see attached). It was expressed that some city residents would like the option of having other plants, flowers and vegetation beyond just grass lawns. I was asked to look into what other cities allow and put together discussion points for a work session.

In its current form our ordinance does not allow any grass or weeds (defined in section B(1) of 96.05) higher than 12 inches and prohibits "DELETERIOUS, UNHEALTHFUL GROWTHS OR OTHER NOXIOUS MATTER" (defined in section B(2) of 96.05).

For comparison purposes I looked at several other cities around Michigan. Attached are ordinances from Midland and Ann Arbor. What I found is small difference in allowable grass and vegetation height, major differences in what is allowed in the right of way and consistencies in prohibited grasses and noxious weeds. However, one of the most common words used in a lot of these ordinances is "cultivate" meaning to prepare and use. Cultivate is in our current ordinance which implies a level of care, in this case gardening. The 2 examples below illustrate gardens in the city's right of way. The first example appears well maintained and cultivated while the second appears to be left to grow wild.





Prior to any changes the following should be discussed and considered:

1. Establish clear guidelines and regulations to ensure the orderly cultivation of these areas.
2. The size and location of the flowerbeds.
3. Permissible flower species.
4. Length and height of vegetation.
5. Maintenance requirements.
6. Flower cultivation attracts pollinators, but when not maintained attracts mosquitoes, rodents and other pests.
7. What if anything is permitted in the right of way? What happens when digging has to be completed for repair or maintenance?
8. Are there any zoning requirements that will need to be addressed or updated?
9. Other considerations.

§ 96.05 LAWN MAINTENANCE; HEIGHT; REMOVAL OF NOXIOUS WEEDS.

(A) Except for properly approved and constructed driveways, walkways and parking areas, the required front yard setback and required front yard green area of any improved parcel shall be cultivated with vegetation and/or other landscaping ground cover.

(B) It shall be unlawful for the owner, or his/her agent, of any occupied or unoccupied property located within the city to:

(1) Permit or maintain weeds or grass on any exterior property area in excess of 12 inches in height. For purposes of this section, **WEEDS** shall be defined as all vegetation other than agricultural crops, cultivated flowers, cultivated trees or cultivated shrubs.

(2) Permit the growing or placement on any exterior property area of any deleterious, unhealthful growths or other noxious matter. For purposes of this section, **DELETERIOUS, UNHEALTHFUL GROWTHS OR OTHER NOXIOUS MATTER** shall include Canada thistle (*Cirsium arvense*), dodders (any species of *Cuscuta*), mustards (charlock, black mustard and Indian mustard, species of *Brassica* or *Sinapis*), wild carrot (*Daucus carota*), bindweed (*Convolvulus arvensis*), perennial sowthistle (*Sonchus arvensis*), hoary alyssum (*Berteroa incana*), ragweed (*ambrosia elatior* 1), poison ivy (*rhus toxicodendron*), poison sumac (*toxicodendron vernix*) or other plant that, in the opinion of the City Manager, constitutes a public nuisance.

(C) The City Manager or the City Manager's designee is authorized to publish a notice in the newspaper of general circulation in the city by March 31 of each year that any weeds or grass higher than 12 inches in height, at any time after May 1, shall be cut and maintained at a height less than 12 inches, and that any deleterious, unhealthful growths or other noxious matter shall be destroyed and removed.

(D) Any weeds or grass higher than 12 inches in height after May 1 may be cut by a representative of the city, after notice is first provided in accordance with division (E) below. The city may cause a property to be mowed as many times as is necessary in order to meet the standards of this section. Any deleterious, unhealthful growths or other noxious matter may be destroyed and removed by a representative of the city after notice is first provided in accordance with division (E) below. Provided, however, notice need only be given once in any calendar year for the conditions on any parcel in the city.

(E) If any weeds or grass on any parcel of property in the city reach a height of nine inches after May 1, or there exists on any parcel of property in the city any deleterious, unhealthful or other noxious plants as defined in division (B)(2) above, the City Manager or the City Manager's designee is authorized to notify, in writing, the owner and/or tenant(s) of any premises to cut such weeds or grass or remove such deleterious, unhealthful or other noxious plants so as to comply with this section, providing at least two days after the receipt of that notice in which to comply with it. Such notice shall be by hand delivery or by first-class mail and posting upon the premises. Such notice shall be addressed and may be mailed to the last known owner as shown on the city's tax assessment records, and shall be deemed received if served by first-class mail and posting three business days after mailing.

(F) When the city cuts, destroys or removes weeds, grass or deleterious, unhealthful growths or other noxious matter in violation of this section, or has paid for its removal, the actual cost, plus accrued interest at the rate of 1% per month from the date of the completion of the work, if not paid by such owner, shall be charged to the owner of such property on the next regular tax bill forwarded to such owner by the city. The charge shall be due and payable by the owner at the time of payment of the tax bill.

(G) Where the full amount due the city is not paid by such owner within 60 days after the cutting, destroying and/or removal of such weeds, grass or deleterious, unhealthful growths or other noxious matter, as set forth in divisions (D) through (F) above, then, and in that case, the City Manager shall cause to be recorded in the Treasurer's office of the city a sworn statement, showing the cost and expense incurred for the work, and the date, place or property on which the work was done, and the recordation of such sworn statement shall constitute a lien on the property, and shall remain in full force and effect for the amount due in principal and interest, plus costs of court, if any, for collection until final payment has been made. The costs and expenses shall be collected in the manner fixed by law for the collection of taxes, and, further, shall be subject to a delinquent penalty of 1% per month in the event it is not paid in full on or before the date the tax bill upon which the charge appears becomes delinquent. Sworn statements recorded in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been properly and satisfactorily done, and shall be full notice that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and is due and collectible as provided by law.

(H) Compliance with the requirements of this section shall be conducted in a manner that controls stormwater runoff and prevents erosion, siltation and dust.

(Ord. passed - - ; Am. Ord. 611, passed 1-14-84; Am. Ord. 660, passed 7-6-87; Am. Ord. 948, passed 5-11-09; Am. Ord. 977, passed 1-28-13) Penalty, see § 96.99

Chapter 40 TREES AND OTHER VEGETATION

3:11. Definitions.

The following definitions shall be applicable in the interpretation of this chapter:

- (1) "City right-of-way": The lawn extension and sidewalk adjacent to a property within the street right-of-way as well as the street, curb to curb.
- (2) "Lawn extension": The portion of any street right-of-way that is not paved or intended for traffic.
- (3) "City Administrator": The City Administrator or her/his designees.
- (4) "Cultivated herbaceous plants": Cultivated herbaceous plants are those such as native prairie grasses and forbs, and ornamental perennials including grasses—which are intentionally installed and cared for.

(Ord. No. 43-04, § 17, 1-3-05; Ord. No. 19-05, § 1, 5-16-05; Ord. No. 15-09, § 1, 10-5-15)

3:12. Permits for tree planting care or removal.

The City Administrator shall have the sole authority over the planting, maintenance and removal of trees in the street right-of-way and other city property. No person without written permission of the City Administrator shall plant, remove, break, spray or take any action which will injure or destroy any tree or shrub, the base of which is located in the street right-of-way or other city land.

(Ord. No. 43-04, § 17, 1-3-05; Ord. No. 19-05, § 2, 5-16-05)

3:13. Private grounds.

No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or vegetation on public property shall be maintained on private property.

3:14. Trimming and corner clearance.

- (1) Trees and other vegetation on private property shall be maintained so that no part thereof intrudes upon street or sidewalk in the space 8 feet above the surface of the right-of-way.
- (2) Vegetation adjacent to intersections shall be maintained to allow for adequate sight distance based on the criteria in the AASHTO (American Association of State Highway Transportation Officials) Policy on Geometric Design of Highways and Streets, 5th Edition (2005), or as subsequently amended.

(Ord. No. 19-05, § 3, 5-16-05; Ord. No. 15-09, § 2, 10-5-15)

3:15. Lawn extension and city right-of-way.

The owner of every parcel of land is responsible for grading, planting, mowing and raking the lawn extension in the city right-of-way so that it is covered at least with grass with a height not in excess of 12 inches or with other cultivated herbaceous plants with a foliage height not in excess of 36 inches above the adjacent sidewalk or

ground surface except at intersections and along curves, where vegetation must also not present a view hazard based on the criteria in the AASHTO (American Association of State Highway Transportation Officials) Policy on Geometric Design of Highways and Streets, 5th Edition (2005), or as subsequently amended. Flower tops of plants may extend as high as 42 inches, provided viewlines are not obstructed.

Vegetation planted at mid-block crosswalks, bus stops or on pedestrian islands must not exceed a maximum height of 24 inches when blooming. The vegetation must be maintained to ensure an unaccompanied minor, a person in a wheelchair and a person walking a bike can be adequately visible to a driver, based on the AASHTO policy (ref. above).

The city shall not be liable for damage to any vegetation planted, or to any property or fixtures placed, in or upon the city right-of-way that results from work performed by the city in the lawn extension or right-of-way.

(Ord. No. 43-04, § 17, 1-3-05; Ord. No. 19-05, § 4, 5-16-05; Ord. No. 15-09, § 3, 10-5-15)

3:16. Vegetation on private property.

On private property, outside of a cultivated bed or planned natural landscape, no vegetation shall be permitted at a height greater than 12 inches. Trees, bushes and other woody plants on private property shall be maintained so that no part thereof is obstructing or blocking the sidewalk or the street, and must be trimmed in order to allow 8 feet of clearance for streets and sidewalks. Cultivated herbaceous plants on private property shall not intrude into the right of way in such a manner as to create a hazard for pedestrians and others using the sidewalk.

(Ord. No. 43-04, § 17, 1-3-05; Ord. No. 19-05, § 5, 5-16-05; Ord. No. 15-09, § 4, 10-5-15)

3:17. Enforcement.

If private property or city right-of-way is not maintained as required by this chapter, the city administrator may have the work done to bring the property lawn extension or city right-of-way into compliance. The notice provided for enforcement of sections 3:14, 3:15 and 3:16 shall be sent to the address of the owner as shown on the assessor's records at least 3 days prior to commencing the work. In the case of an immediate hazard to public safety no prior notice shall be necessary. The actual costs of the work needed to bring the property, lawn extension or city right-of-way into compliance, plus an administration fee of \$50.00 shall be billed to the owner. If this amount is not paid within 45 days, it shall be a special assessment against the property as provided in section 1:292 of this Code.

(Ord. No. 19-05, § 6, 5-16-05; Ord. No. 15-09, § 5, 10-5-15)

3:18. Financial hardship.

Under proof of financial hardship, the Administrator may authorize charges under section 3:17 to be paid in installments or to be reduced and will be subject to Council approval.

3:19. Penalties.

The owner (as shown on the assessor's records) of private property subject to this chapter is responsible for compliance. Each violation of this chapter shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute. Violation of this chapter shall be punishable by a civil fine of not less than \$100.00 for the first offense, not less than \$250.00 for the second offense, and not less than \$500.00 for each additional or subsequent offense within a 2-year period, plus costs and all other remedies available by

statue. The maximum fine for any offense shall not exceed \$1,000.00. Each day of violation shall be a separate violation. If the penalty is not paid within 45 days, it shall be a special assessment against the property as provided in section 1:292 of this Code.

(Ord. No. 19-05, § 7, 5-16-05)

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(Ord. No. 19-05, § 7, 5-16-05)



Mt. Pleasant

[meet here]

Work Session

Weed & Tall Grass Ordinance

Monday, October 9, 2023

Mt. Pleasant
[meet here]

96.05 LAWN MAINTENANCE; HEIGHT; REMOVAL OF NOXIOUS WEEDS.

(A) Except for properly approved and constructed driveways, walkways and parking areas, the required front yard setback and required front yard green area of any improved parcel shall be **cultivated** with vegetation and/or other landscaping ground cover.

96.05 LAWN MAINTENANCE; HEIGHT; REMOVAL OF NOXIOUS WEEDS.

It is unlawful to:

- Permit or maintain weeds/grass in excess of 12 inches in height.
- **Weeds** are defined as all vegetation other than:
 - Agricultural Crops
 - Cultivated Flowers
 - Cultivated Trees
 - Cultivated Shrubs

Mt. Pleasant
[meet here]

Weed Types

- **Canada Thistle** (*Cirsium arvense*)
- **Dodders** (*Any species of Cuscuta.*)
- **Mustards** (*charlock, black mustard and Indian mustard, species of Brassica or Sinapis*)
- **Wild Carrot** (*Daucus Carota*)
- **Bindweed** (*Convolvulus Arvensis*)
- **Perennial Sowthistle** (*Sonchus Arvensis*)
- **Hoary Alyssum** (*Berteroa Incana*)
- **Ragweed** (*Ambrosia Elatior 1*)
- **Poison Ivy** (*Rhustoxicodendron*)
- **Poison Sumac** (*Toxicodendron Vernix*)

Mt. Pleasant
[meet here]

Examples

Cultivated



Un-Cultivated



Mt. Pleasant
[meet here]

Examples

Cultivated



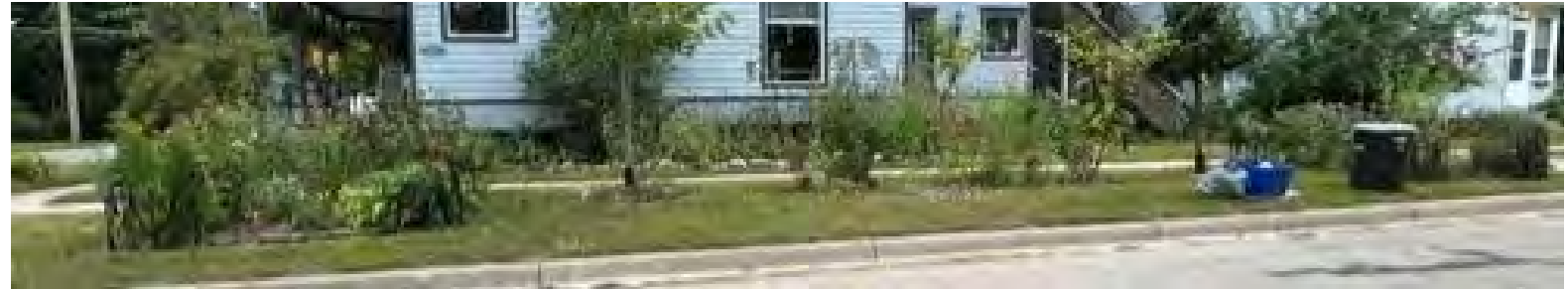
Un-Cultivated



Mt. Pleasant
[meet here]

Examples

Cultivated



Un-Cultivated



Mt. Pleasant
[meet here]

Pros & Cons to Consider

Mt. Pleasant
[meet here]

Pros

1. Biodiversity

- Allowing some natural growth can contribute to biodiversity and support local ecosystems.
- Tall grass/weeds can provide habitat for various wildlife (insects and small animals).

2. Environmental Benefits

- Less frequent mowing can reduce emissions from lawnmowers.
- Minimize use of pesticides and herbicides.

Pros

3. Reduced Maintenance Costs

- Property owners may save money on lawn care by not mowing or maintaining their yards as frequently.

4. Environmental Benefits

- Less frequent mowing can reduce emissions from lawnmowers.
- Minimize use of pesticides and herbicides.

Cons

1. Aesthetic Concerns

- Tall grass and weeds can be considered unsightly.
- Negatively affect a neighborhood's visual appeal.
- Potentially lower property values and discourage prospective buyers or renters.

2. Health and Safety Issues

- Overgrown vegetation can provide hiding places for rodents and insects, leading to health and safety issues for the property owner and neighborhood.
- Create fire hazards in some cases.

Cons

3. Public Health

- In some cases, uncut grass and weeds can attract ticks and other disease-carrying pests, posing health risks to residents.

4. Neighborhood Cohesion

- Overgrown properties can create tension and conflicts between neighbors.
- Be perceived as a lack of consideration for the community's appearance and standards.

Cons

5. Property Maintenance

- Over time, uncut grass/weeds can become difficult and costly to manage.
- Can lead to further deterioration of the property.

6. Property Values

- Neglected properties with tall grass and weeds reduces property values for neighboring homes.
- Impacts overall neighborhood desirability.

Cons

7. Local Ordinances and Regulations

- Many cities have ordinances and regulations in place to maintain property standards and aesthetics.
- Allowing tall grass/weeds may lead to conflicts with these regulations, causing legal issues and fines for property owners.

Tall Grass Hazards & Public Health Concerns

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[meet here]

Breeding Habitat for Mosquitoes

- Tall grass provides a breeding habitat for mosquitoes.
- Rapid surge in mosquito population.
- Increases human mosquito bites.

Transmission of Diseases

- Mosquito-borne illnesses can cause mild to severe symptoms, and long-term health consequences.
- Mosquitoes are carriers for several serious diseases, including:
 - West Nile Virus
 - Zika Virus
 - Dengue Fever
 - Malaria - More commonly associated with tropical regions but can occur where tall grass and stagnant water are present.

Quality of Life Impact

- Annoyance and discomfort caused by mosquito bites can negatively impact the quality of life for people living or spending time in areas with tall grass and a high mosquito population.

Mitigate Tall Grass and Mosquito Borne Illnesses

- Regularly mow tall grass.
- Eliminate standing water sources.
- Use mosquito repellent.
- Other mosquito control measures: traps, insecticides when necessary.
- Public Health agencies have implemented mosquito control programs in areas where mosquito-borne illnesses are a concern/risk to the community.

Mt. Pleasant
[meet here]

Ann Arbor Ordinance Example

Owner Responsibilities for City Right-of-Way

- Grass not to exceed height of 12 inches.
- Height of cultivated herbaceous plants not to exceed 36 inches.
(Must not present a view hazard at intersections or along curves.)
- Flower tops of plants may extend as high as 42 inches.
(Must not present a view hazard at intersections or along curves.)

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Owner Responsibilities for City Right-of-Way *Continued*

- Vegetation outside of a cultivated bed planted at mid-block crosswalks, bus stops, or on pedestrian islands must not exceed a height of 24 inches.
- Vegetation must be maintained to ensure an unaccompanied minor, a person in a wheelchair and a person walking a bike can be adequately visible to a driver.

Private Property

Vegetation

- Not to exceed a height greater than 12 inches outside of a cultivated bed.

Trees/Bushes/Woody Plants

- Must not obstruct or block the sidewalk or the street.
- Must be trimmed to allow 8 feet of clearance for streets and sidewalks.

Cultivated Herbaceous Plants

- Must not intrude into the right of way.

Community Interest and Well-Being

Cities must strike a balance between property owner rights and community interests when considering regulations regarding tall grass and weeds.

Local governments establish guidelines to address these concerns by:

- Setting maximum allowable grass height.
- Instituting penalties for non-compliance.

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