

Regular Meeting of the Mt. Pleasant City Commission
Monday, July 8, 2024
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Presentation by Progressive Companies on the Mission Street Improvement Plan's existing conditions evaluation and survey results.

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 Airport Joint Operations and Management Board (May).

CONSENT ITEMS:

4. Approval of the minutes from the regular meeting held June 24, 2024.
5. Approval of the minutes from the closed session held June 24, 2024.
6. Consider approval of employer delegate and alternate for the Municipal Employees' Retirement System (MERS) annual meeting.
7. Consider resolution in support of Michigan Arts & Culture Council 2025 Arts Project Mini-Grant-Paint the Pavement Application.
8. Consider approval of a sole source purchase with Holiday Outdoor Décor for a 30' panel Christmas tree.
9. Consider approval of Payrolls and Warrants.

PUBLIC HEARINGS:

10. Public hearing on proposed amendments to Chapter 50: Solid Wastes 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

July 8, 2024

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NEW BUSINESS:

11. Consider approval of an additional contribution to the Municipal Employees' Retirement System (MERS) pension system.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION:

RECESS:

CLOSED SESSION:

ADJOURNMENT:

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

TO: MAYOR AND CITY COMMISSION
FROM: AARON DESENTZ, CITY MANAGER
SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

JULY 08, 2024

Proclamations and Presentations:

1. Presentation by Progressive Companies on the Mission Street Improvement Plan's existing conditions evaluation and survey results.
 - a. The City's consultants (Progressive Companies) will present the current findings of their work leading to the Mission Street Corridor Improvement Plan. The City Commission is encouraged to provide input and ask questions. The consultant will then continue developing recommendations to be vetted by the established oversight committee. The final report is still on track to be provided by the end of the current fiscal year.

Receipt of Petitions and Communications:

Consent Items:

6. Consider approval of employer delegate and alternate for the Municipal Employees' Retirement System (MERS) annual meeting.
 - a. The City annually selects a delegate to represent the City of Mt. Pleasant at the annual MERS meeting/conference. The City Commission is asked to appoint Division of Public Works Director Jason Moore as the officer delegate and Assistant Finance Director/City Treasurer Christine Witmer as the alternate officer.
7. Consider resolution in support of Michigan Arts & Culture Council 2025 Arts Project Mini-Grant-Paint the Pavement Application.
 - a. The City Commission is asked to approve the attached Resolution authorizing a joint grant application between the City and Art Reach for the paint the pavement program. The program funds material costs and the City's provides an in-kind match of staffing for logistics and planning.
8. Consider approval of a sole source purchase with Holiday Outdoor Décor for a 30' panel Christmas tree.
 - a. Staff is requesting authorization for a sole source purchase of a 30' panel Christmas tree to be placed at Town Center during our holiday celebration. We anticipate the tree will last for 15 years. Staff would like to sole source the purchase as this is the only manufacturer that produces such a product that is located in Michigan. The cost of the Christmas tree is \$41,000.

Public Hearings:

10. Public hearing on proposed amendments to Chapter 50: Solid Wastes and consider approval of the same.
 - a. City of Mt. Pleasant Public Works Director Jason Moore will review his presentation on the proposed ordinance to allow the City to make changes in its refuse and recycling services. The proposed ordinance allows the City to engage in an agreement with Granger Waste Services as part of a franchise agreement allowing Granger the right to act as the refuse and recycling hauler on behalf of the City. The agreement is a 5-year

agreement offering residential trash and recycling collection services at a rate specified in the attached documents. This will replace the bag and tag system and recycling collection operations. Recycling will convert to a single stream system not requiring the customer to sort their materials. All customer service related to the service will be provided by Granger. Customers will be able to sign up online or over the phone.

- i. Recommended Action: After the public hearing, a motion to approve the amended ordinance as presented with an effective date of January 1, 2025.

New Business:

11. Consider approval of additional contribution to Municipal Employees' Retirement System (MERS) pension system.

- a. Staff is requesting authorization from the City Commission to contribute an additional \$550,000 to the City's MERS pension fund which has a current unfunded liability just under \$12 million according to the 2022 valuation provided by MERS. Prefunding the pension obligation will help to offset future increases in annual contributions and provide investment income for the contribution. Finance Director Chris Saladine will be at the meeting to discuss any questions the City Commission may have.

Recommended Action: A motion to approve staff making an additional \$550,000 contribution to the City's MERS pension system.

Work Session:

Closed Session:

Memorandum



TO: Aaron Desentz, City Manager
FROM: Manuela Powidayko
Director of Planning & Community Development
DATE: July 8, 2024
SUBJECT: Mission Street Improvement Plan: Existing Conditions Evaluation & Survey Results

Progressive Companies, the planning consultants who have been facilitating the development of a Mission Street Improvement Plan, will be presenting a summary of the corridor's existing conditions evaluation and the community-wide survey results, which closed on May 31, 2024.

Since its approval on April 8, 2024 by the City Commission, the project's Steering Committee, City staff, MDOT and the consultants have completed the following tasks:

1. Bi-weekly meetings with City and MEDC RRC staff
2. Meeting with MDOT
3. Pre-Planning (analysis of previous policy documents and design proposals for Mission Street)
4. Community Survey – released on April 12, 2024 and closed on May 31, 2024
5. Steering Committee Kickoff Meeting & Walking Audit – April 22, 2024
6. Existing conditions evaluation and analysis of the community survey results
 - a. Detailed presentation to the Steering Committee – June 25, 2024

The immediate next steps are to present the Existing Conditions Evaluation & Survey Results to the Mission/Pickard DDA Board and the Planning Commission during their respective regular meeting times on July 11, 2024, and develop a draft design alternative for the corridor to be later presented to the Steering Committee and at a Community Input and Education Event in the Fall.

A more detailed list of completed tasks, the project's timeline and presentation materials can be found on the project's website at: www.mt-pleasant.org/missionstreet

REQUESTED ACTION:

Receive presentation by Progressive Companies about the Mission Street Improvement Plan's existing conditions evaluation and results of the community survey.

ATTACHMENTS:

- Presentation Slides
- Community Survey Results



STATE OF THE CORRIDOR

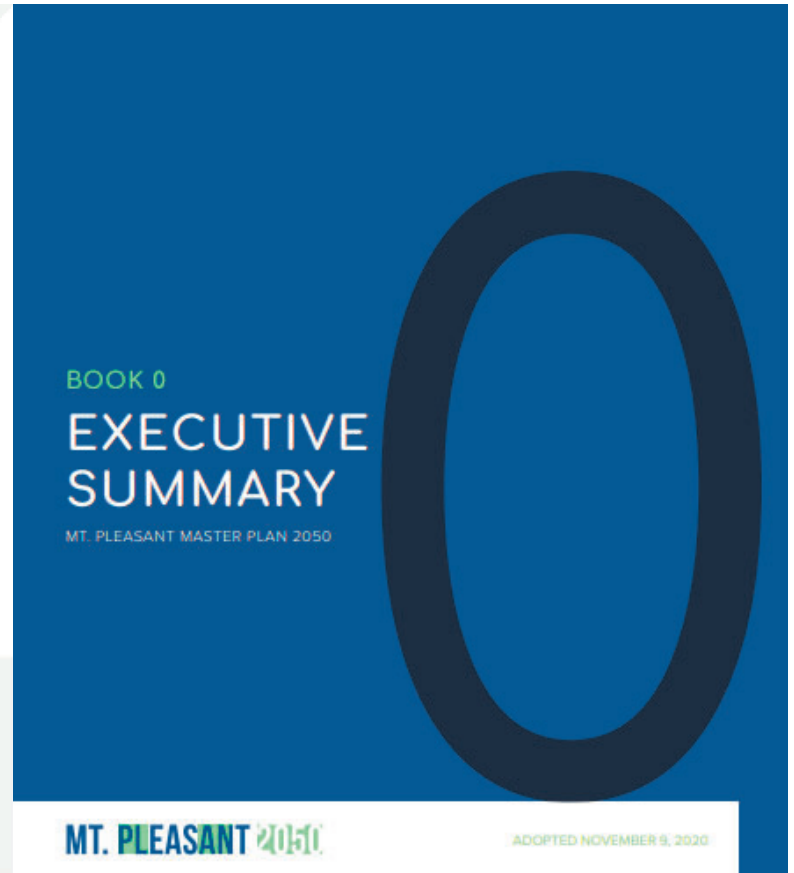
Mission Street Improvement Plan | June 2024



Agenda

1. Previous Plans & Studies
2. Demographic Changes
3. Walking Audit & SWOC
4. Physical Conditions
5. Traffic and Crash Data
6. MDOT Modeling
7. Summary of Survey Results
8. Emerging Themes

Previous Plans & Studies



MT. PLEASANT 2050 MASTER PLAN

- Envisions Southern Mission Street as a “regional center which complements downtown”.
- Recommends a change in development pattern that is more pedestrian-friendly with buildings at or close to the right of way.
- While the vision for the future is robust, approaches to ‘phasing in’ this type of development are not clearly addressed.



View of Mission Street Concept Plan from above.

OTHER PLANS AND POLICIES

- 2011 Nonmotorized Plan
- 2015 Complete Streets Policy
- Downtown Strategic Plan
- MDOT Access Management Plan
- MDOT 2008 & Current Design Options and Analysis
- Economic Development Action Plan

US-127 BR/M-20 Access Management Plan

Prepared for:
Michigan Department of Transportation
In conjunction with
Union Charter Township &
the City of Mt. Pleasant

Prepared by:
Progressive AE
1811 4 Mile Road NE
Grand Rapids, MI 49525
616/361-2664

LSL Planning, Inc.
306 S. Washington
Suite 301
Royal Oak, MI 48067

October 2006
Project No: 54701301

Progressive AE

LSL Planning, Inc.

US-127 BR/M-20 Access Management Plan

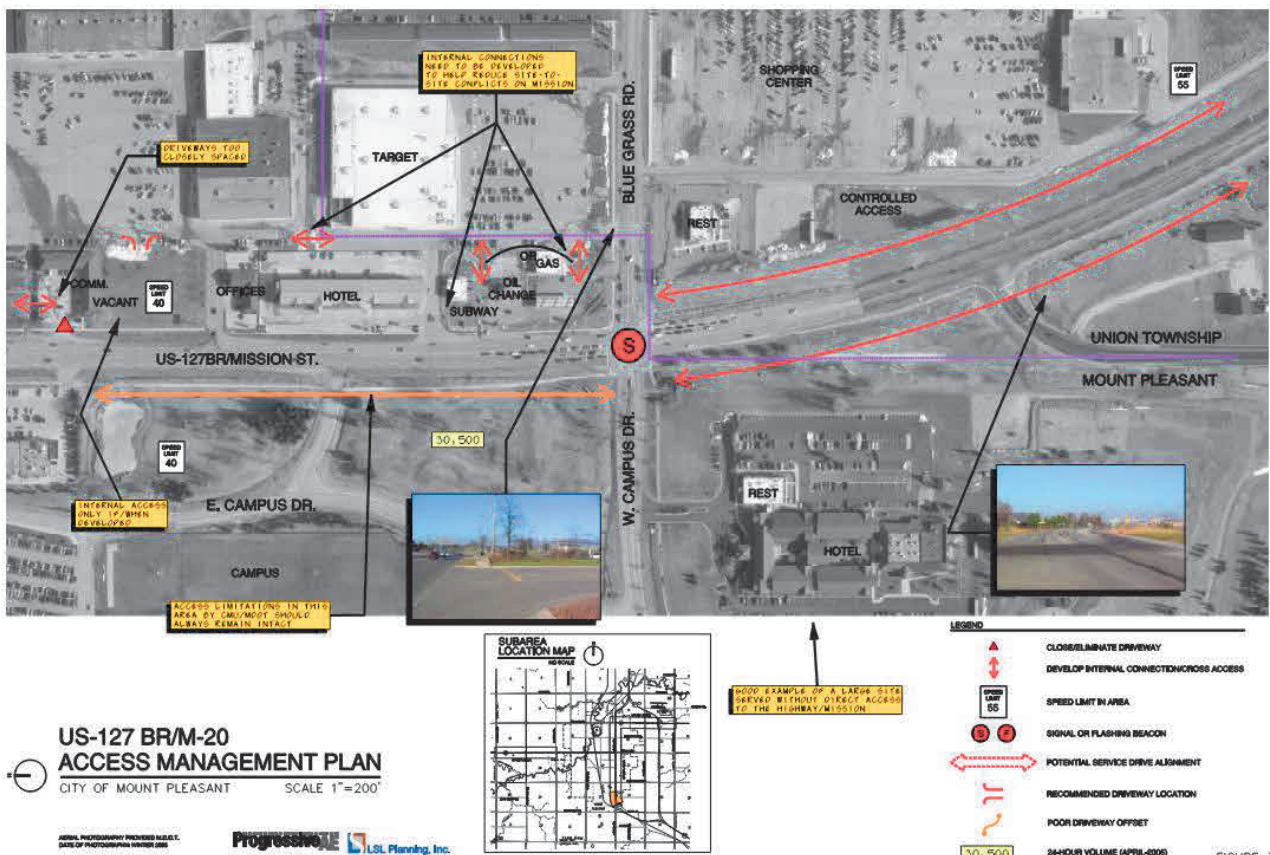


FIGURE 3

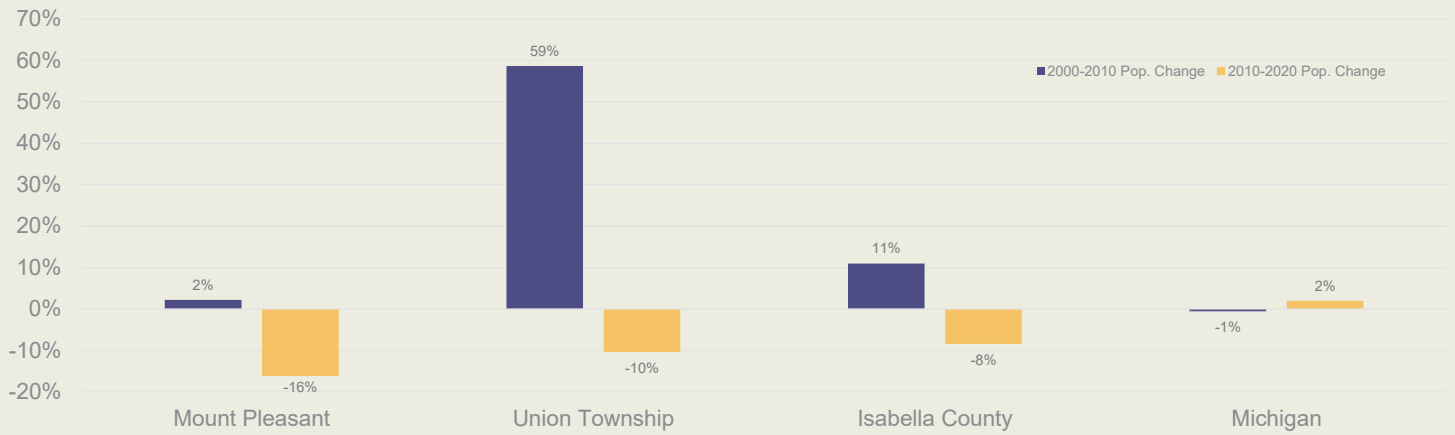
DEMOGRAPHIC CHANGES

Glow in the Park, Mt. Pleasant Area Convention & Visitors Bureau



POPULATION CHANGE & CMU ENROLLMENT

Population Change



	2000	2010	2000-2010 Change	2020	2010-2020 Change
Mt. Pleasant	25,311	25,867	2%	21,688	-16%
Union Township	8,231	13,057	59%	11,699	-10%
Isabella County	63,351	70,311	11%	64,394	-8%
Michigan	9,938,444	9,883,640	-1%	10,077,331	2%

2010-2020 Mt. Pleasant Change: -4,179

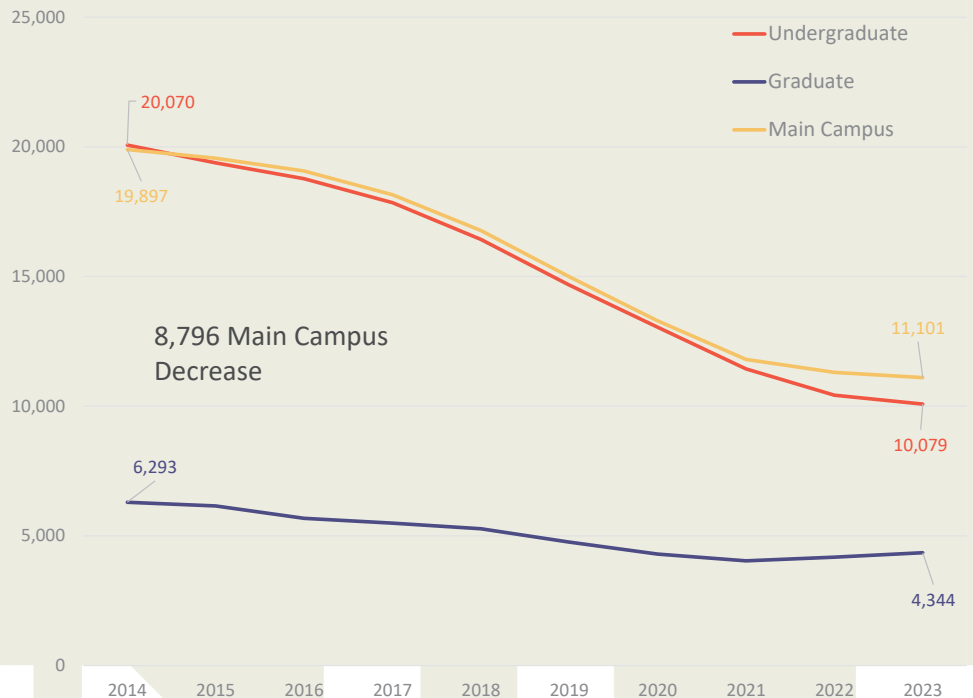
2020 Census Residence Criteria and Residence Situations

COLLEGE STUDENTS (and staff living in college housing)

College students living at their parents' or guardians' home while attending college in the United States—Counted at their parents' or guardians' home.

College students living away from their parents' or guardians' home while attending college in the United States (living either on-campus or off-campus)—Counted at the on-campus or off-campus residence where they live and sleep most of the time. If they are living in college/university student housing (such as dormitories or residence halls) on Census Day, they are counted at the college/university student housing.

CMU Enrollment



4,179 < 8,796

Label	2022	2018	2011	% Change 2011-2018	% Change 2018-2022	% Change 2011-2022
Total population	21,826	25,691	26,082	-1%	-15%	-16%
AGE						
Under 5 years	839	879	861	2%	-5%	-3%
5 to 9 years	752	660	756	-13%	14%	-1%
10 to 14 years	594	942	730	29%	-37%	-19%
15 to 19 years	4,315	5,608	6,338	-12%	-23%	-32%
20 to 24 years	5,698	6,897	7,668	-10%	-17%	-26%
25 to 29 years	1,700	1,843	1,982	-7%	-8%	-14%
30 to 34 years	1,169	1,230	939	31%	-5%	25%
35 to 39 years	1,094	940	704	33%	16%	55%
40 to 44 years	1,074	811	756	7%	32%	42%
45 to 49 years	792	852	913	-7%	-7%	-13%
50 to 54 years	680	995	991	0%	-32%	-31%
55 to 59 years	623	866	809	7%	-28%	-23%
60 to 64 years	674	946	626	51%	-29%	8%
65 to 69 years	602	646	522	24%	-7%	15%
70 to 74 years	498	480	365	31%	4%	36%
75 to 79 years	279	317	313	1%	-12%	-11%
80 to 84 years	165	312	261	20%	-47%	-37%
85 years and over	278	467	548	-15%	-40%	-49%

-3,993 people

+937 people

-497 people

+213 people

-366 people



INCOME DISTRIBUTION



If we remove 1,000 non-family, group quarters households, the city's income distribution is similar to the state as a whole, with fewer high-income households.

Income Distribution (2021)



Median HH Income
\$41,512 < \$61,500*

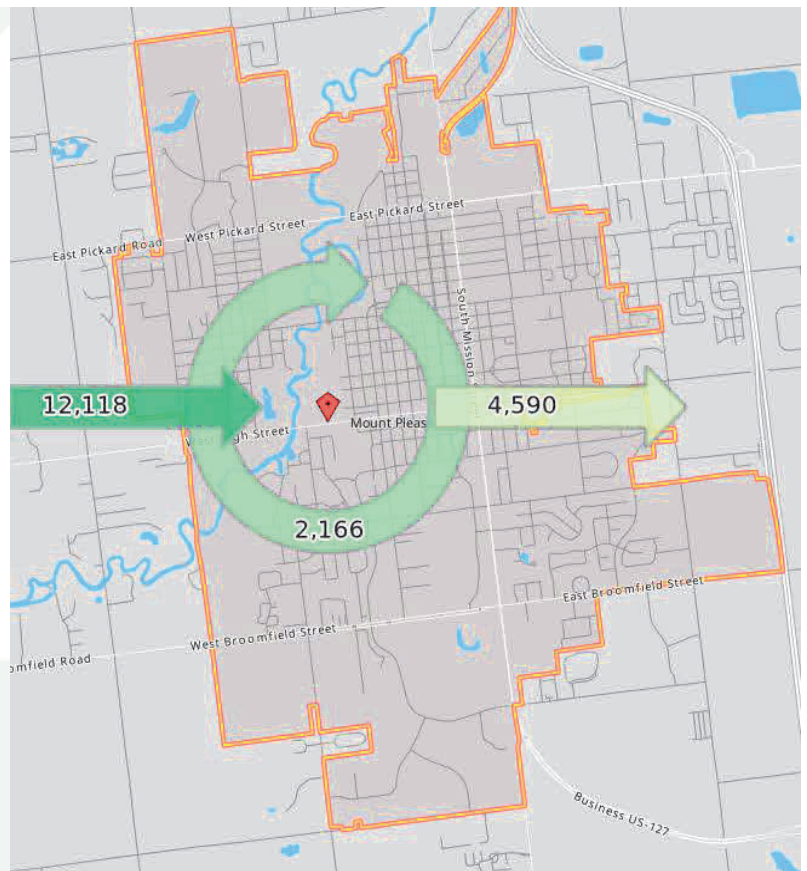
* Placer.AI estimate without counting a portion of the student population



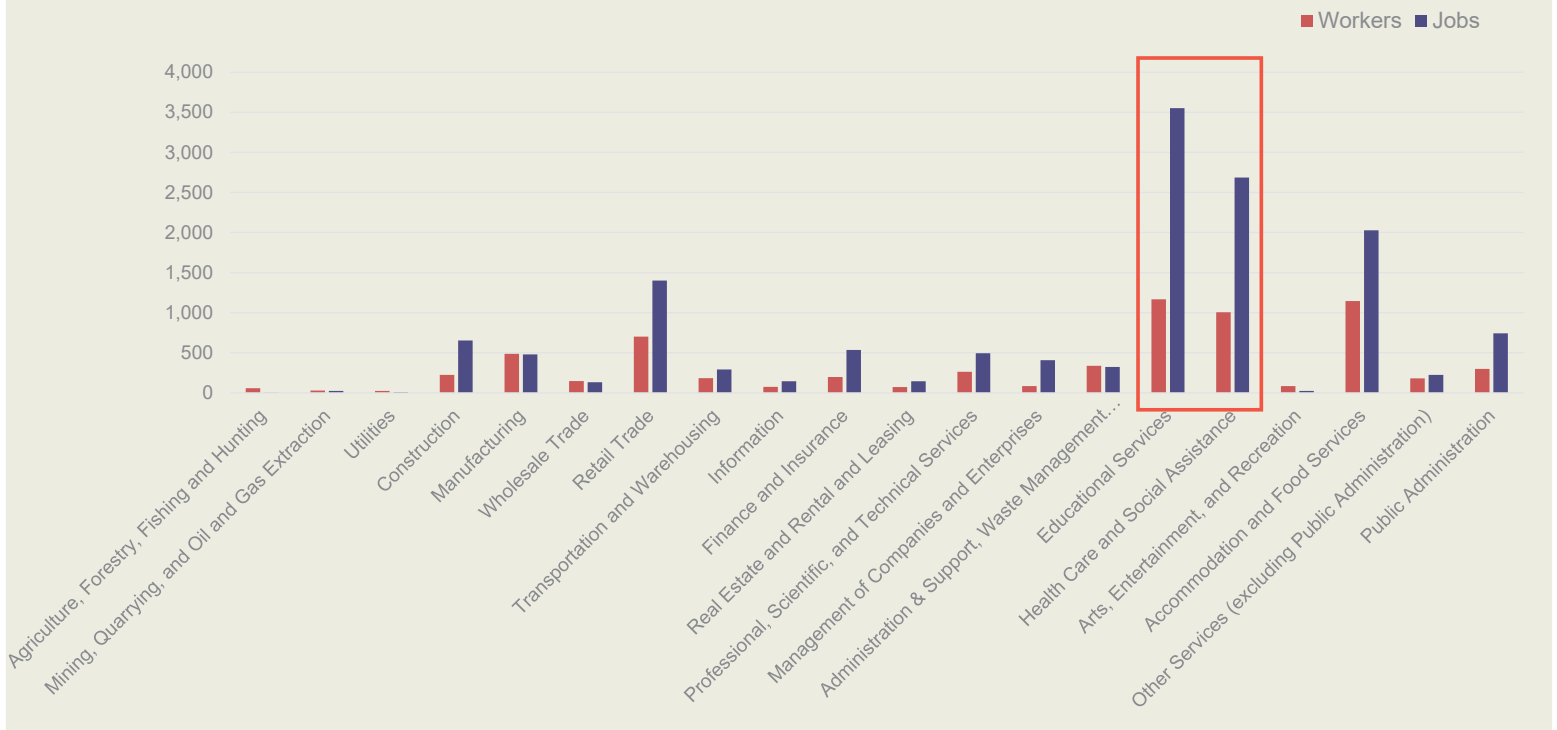
EMPLOYMENT

Total, there are 6,756 workers who live in Mt. Pleasant and 14,284 jobs in Mt. Pleasant.

12,118 people come to work in Mt. Pleasant each day. 2,166 people live and work in the City, and 4,590 people live in the City, but work elsewhere.



Employment by Industry Sector #

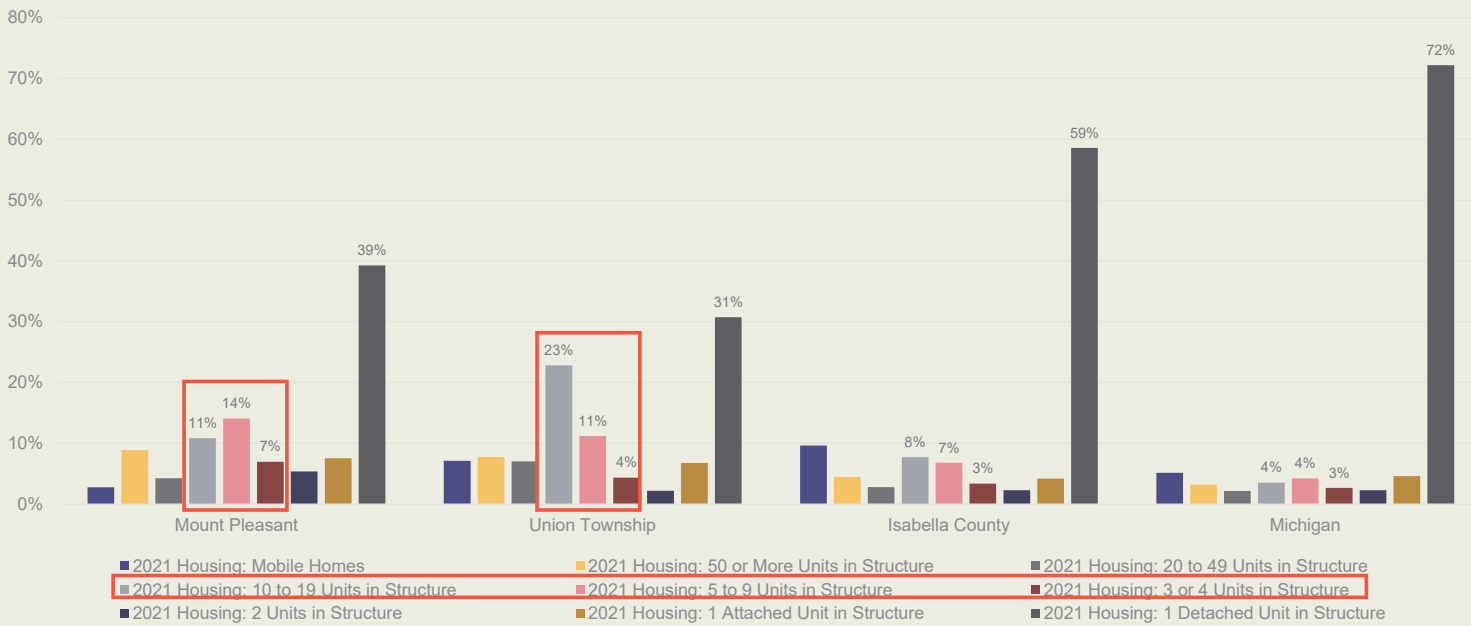


HOUSING

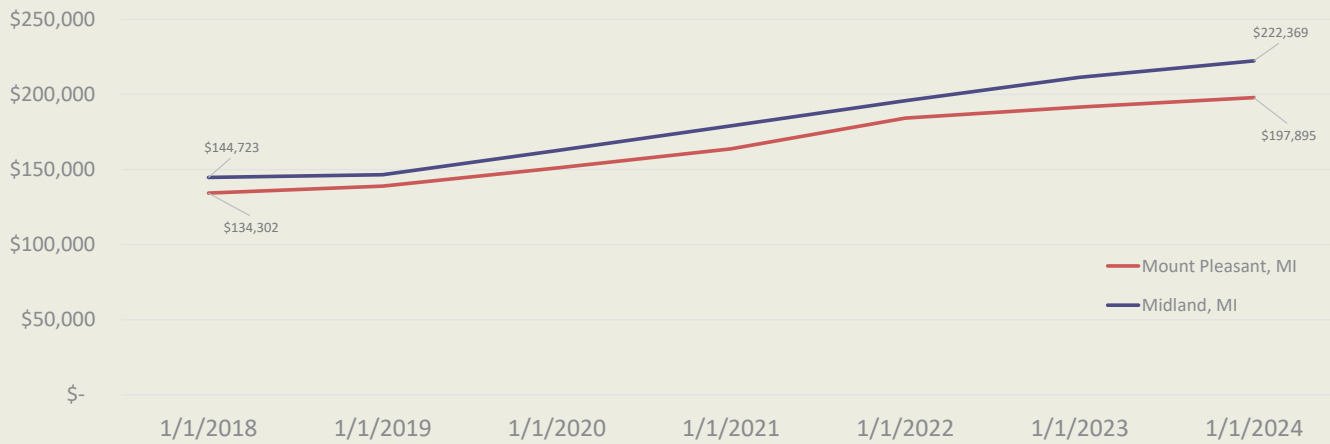
~~MISSING MIDDLE HOUSING~~ IN MT. PLEASANT



Type of Structure

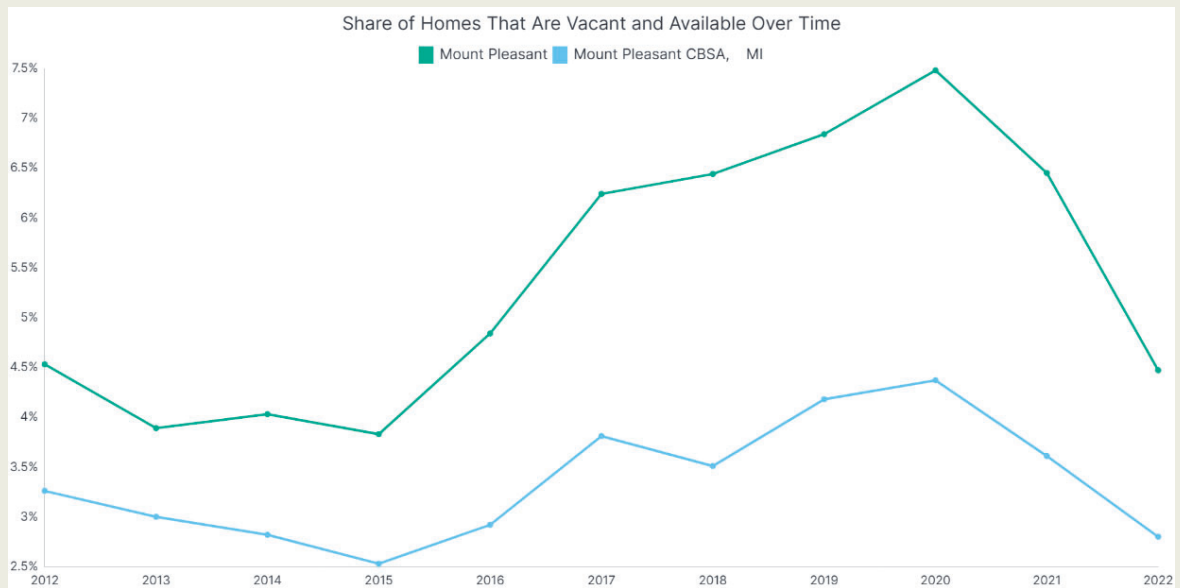


Zillow Home Value Index

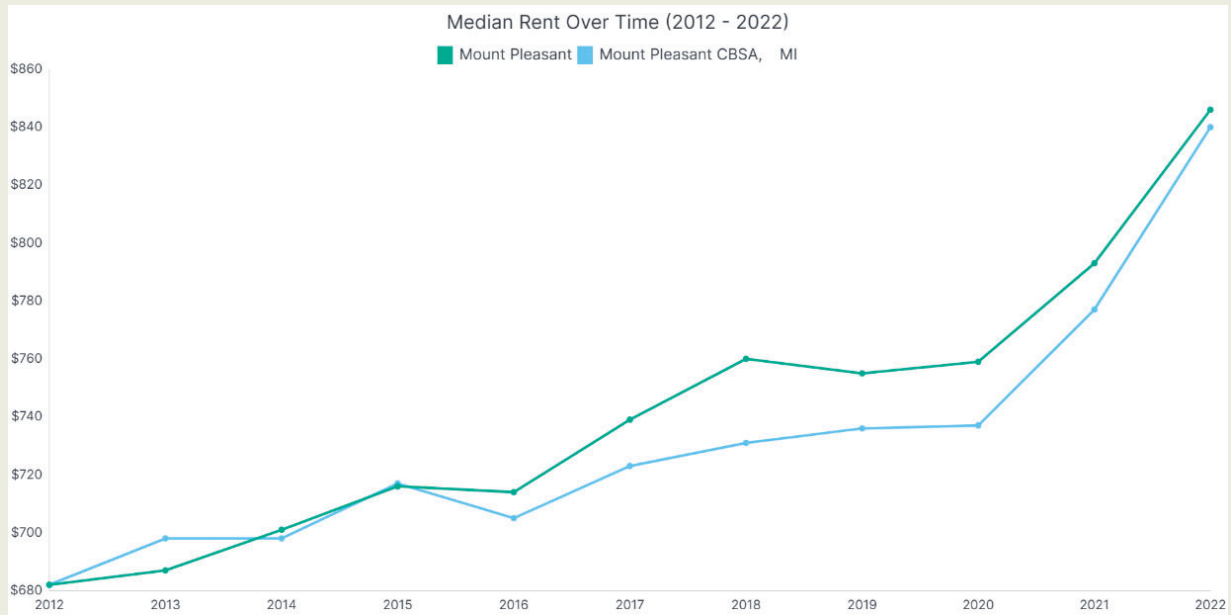


Zillow Home Value Index (ZHVI): A measure of the typical home value and market changes across a given region and housing type. It reflects the typical value for homes in the 35th to 65th percentile range.

VACANCY



RENT PRICE



WALKING AUDIT & SWOC



WALKING AUDIT RESULTS



AARP AARP WALK AUDIT TOOLKIT (REVISED 2018)

Street Safety and Appeal

Community Name: CITY OF MT. PLEASANT

Location/Street Name(s): MISSION ST | BUS 127

Audit date: 22 APRIL 2021 Start time: _____ AM | PM End time: _____ AM | PM

YES | NO | OTHER Skip any statements that don't apply

THE LOCATION HAS:

- 1. Places to sit
- 2. Shade trees
- 3. Grass, flowers and landscaping (if yes, is the greenery well maintained? _____)
- 4. Awnings, outdoor umbrellas or other shelter from rain and other weather conditions
- 5. Drinking fountains (if yes, are they working and clean? _____)
- 6. Public restrooms (if yes, are they clean and safe? _____)
- 7. A transit or bus shelter (if yes, is there seating? _____)
- 8. Trash receptacles (if yes, do they appear to be regularly emptied?)
- 9. Buildings and/or homes that are well-maintained
- 10. Informative signage
- 11. Well-placed signage
- 12. Streetscape features (art, signage, etc.) that are representative of/suitable for the community
- 13. Pedestrian-scaled lighting NO
- 14. A posted speed limit that seems suitable (if yes, does it appear that drivers are obeying the limit? _____)

IMPRESSIONS:

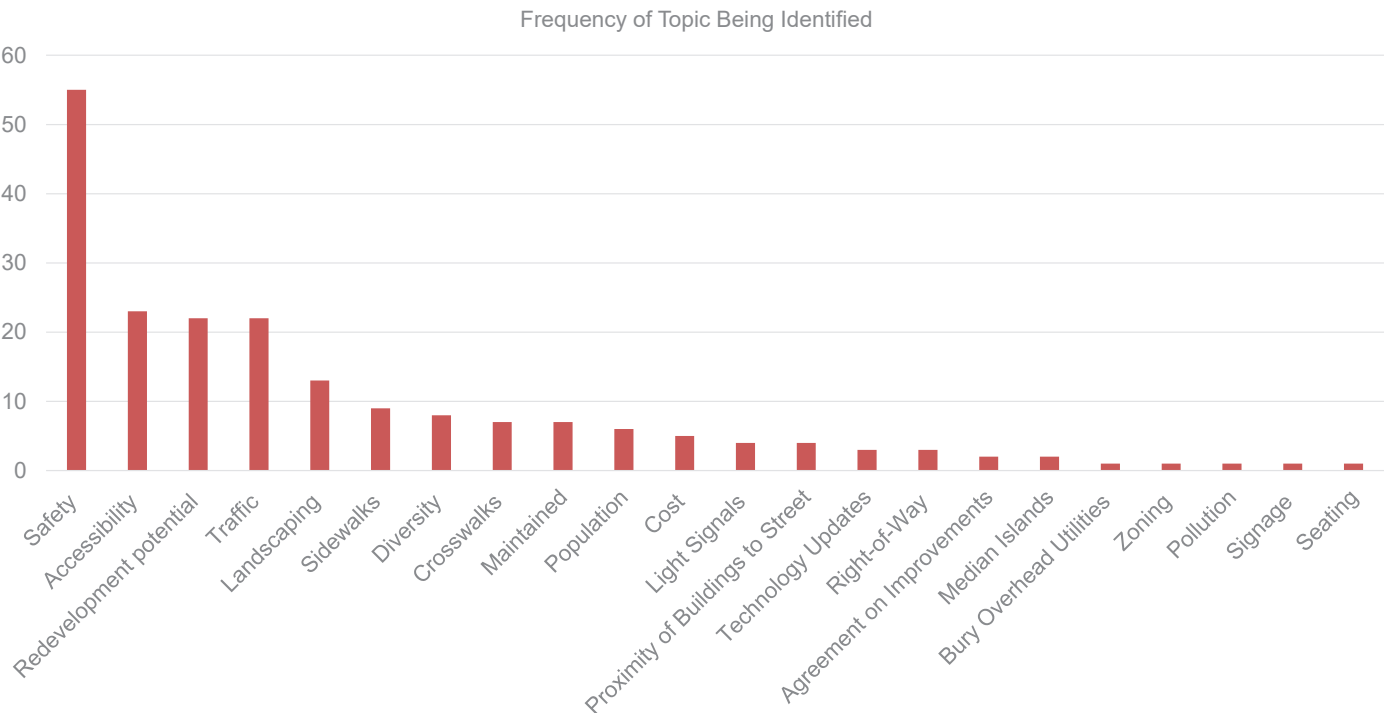
- 1. The location/street is a safe and appealing destination
- 2. The location/street is a safe and appealing travel route
- 3. The location/street appears to be safe for users of all ages, abilities, races, income levels, etc.
- 4. The location/street appears to be safe for pedestrians during both the day and night
- 5. Pedestrians appear to be safe from moving vehicles
- 6. Pedestrians appear to be safe from crime, harassment or similar threats

For "No" or "Other" answers, use the space below or on the back of this worksheet to briefly explain the response.

NOTES OR OTHER OBSERVATIONS:

COMMERCIAL BUSINESS ROUTE NOT REALLY A WALKING DISTRICT

SWOC ASSESSMENT



STRENGTHS & WEAKNESSES

Strengths	Weaknesses
Access & location	Lack of pedestrian access to destinations Bicycle safety and access
Traffic volume	Dangerous left turns Difficult to cross the street
Diversity of businesses	Too many driveways
Business-friendly environment	
Existing sidewalks	Sidewalk safety & comfort
Maintenance and landscaping	

Mt. Pleasant 2050 Book 3, Page 10.

OPPORTUNITIES & CHALLENGES

Opportunities	Challenges
Improve safety and access	Balancing traffic flow with safety
Redevelopment & placemaking	Current physical constraints (both roadway and building orientation)
Closing driveways and improving access	Cost to retrofit
Enhanced landscaping	
Improved lighting	
Future technology to improve safety	
	Changes in population
	Coming to consensus on solutions
	Zoning Ordinance

Mt. Pleasant 2050 Book 3, Page 10.

PHYSICAL CONDITIONS

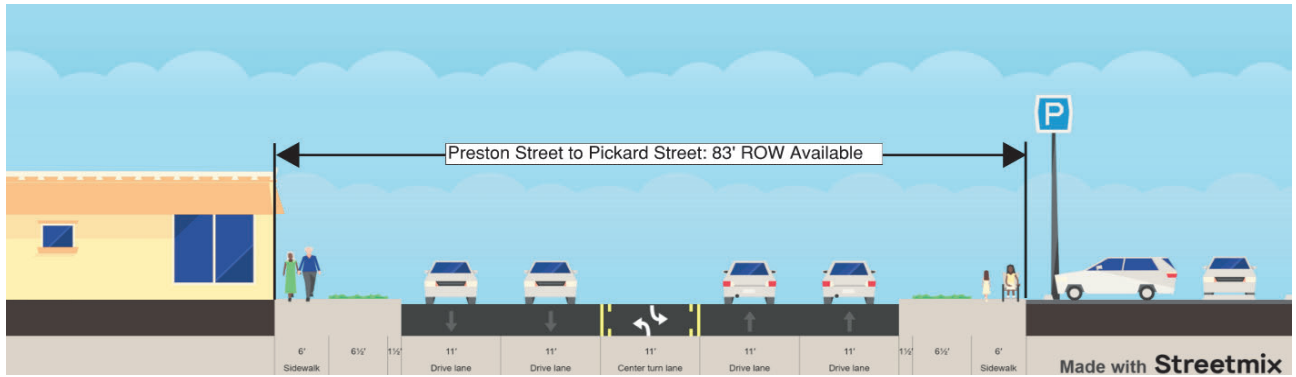
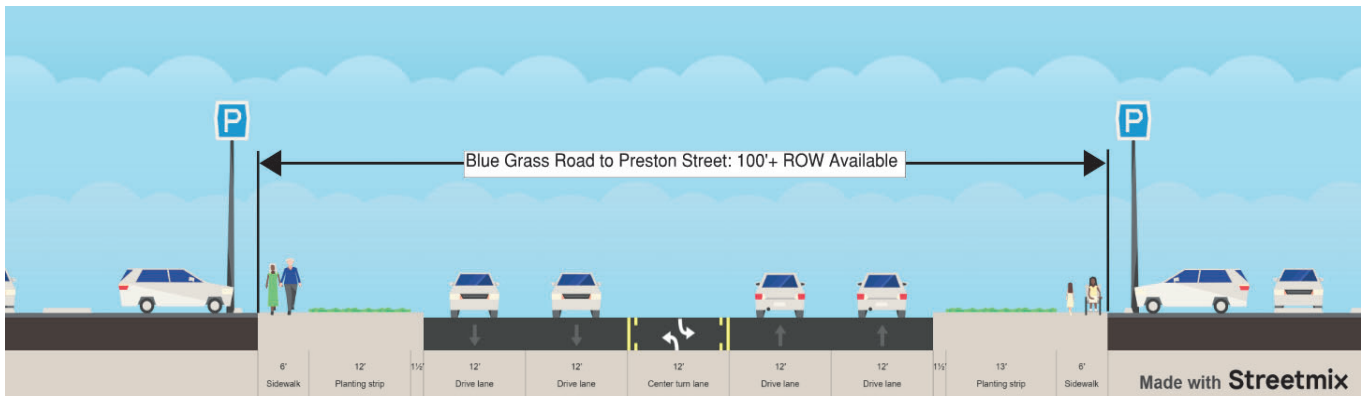


GENERAL CONCLUSIONS

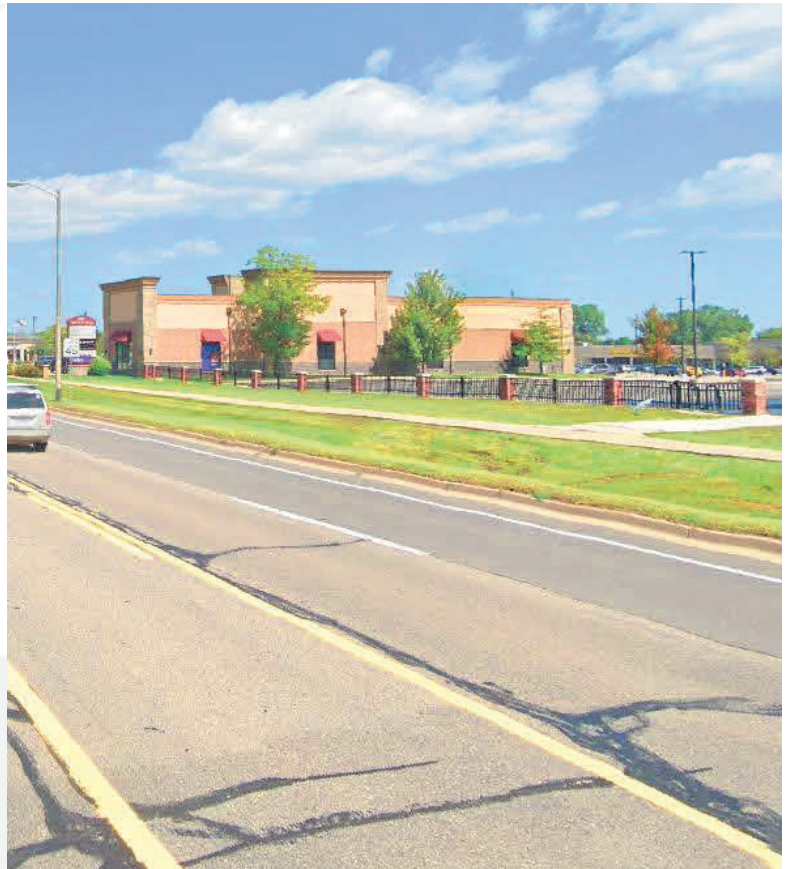
- Sidewalks in the northern portion of the corridor are more pleasant and less interrupted than in the southern portion.
- Accessibility for wheelchairs, strollers, and people with mobility impairments is a challenge.
- New development is better, older development requires significant retrofits for access.
- Most businesses are maintained and demonstrate investment.
- Opportunities to add landscaping and improve the overall environment are plentiful.



EXISTING RIGHT OF WAY



TRAFFIC &
CRASH DATA



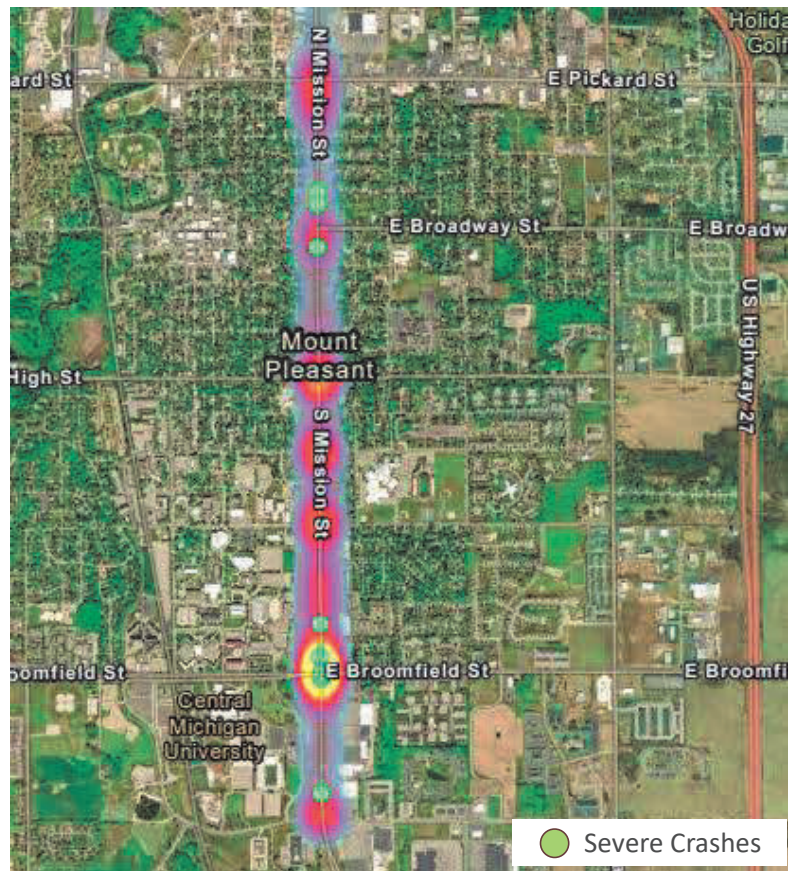
HISTORICAL TRAFFIC DATA

- Traffic data indicates a historical decrease in vehicle volume along Mission Street
 - Volume fluctuations between 2015 and 2023 have been less significant, but still indicate a minimal decrease in volume over time
- Traffic volumes vary along the corridor, with higher volumes south of High Street and lower volumes to the north



CRASH ANALYSIS

- 1,045 crashes occurred along Mission Street between Blue Grass Road and Pickard Street from 2018 to 2022
 - Crash frequency is higher at the southern end of the corridor, and concentrated at the intersection with Broomfield Road
 - Severe crashes were generally located at the intersection with Broomfield Road (including a fatal pedestrian crash in 2024) and close to Broadway Street

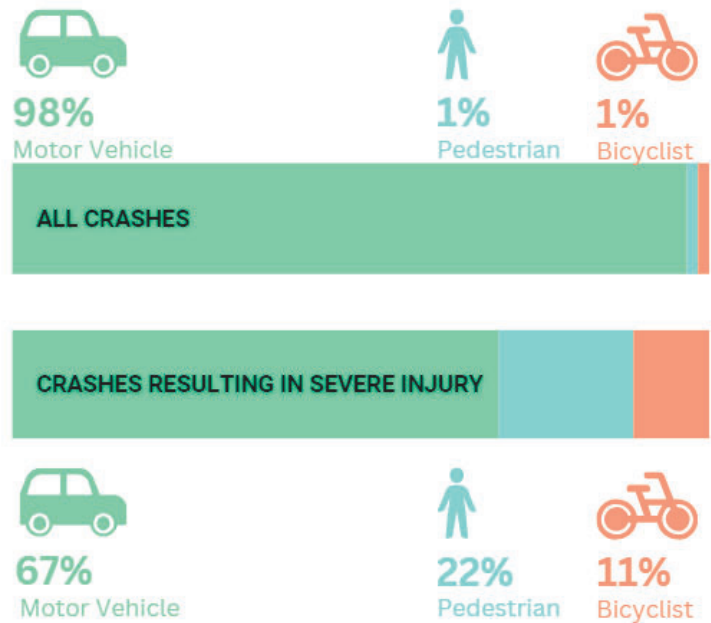


VULNERABLE ROAD USERS

- Vulnerable road users, such as pedestrians and cyclists, are disproportionately represented in crashes that resulted in a significant injury

- Pedestrians and bicyclists were involved in just 2% of all crashes along Mission Street, but 33% of crashes that resulted in a severe injury
- 100% of pedestrian crashes resulted in an injury to the pedestrian, while 63% of bicyclist crashes resulted in an injury to the bicyclist
 - 10% of vehicle-only crashes resulted in injury

Note that this data does not incorporate the fatal crash involving a pedestrian that occurred in January 2024



CRASH RATE ANALYSIS (2018-2022)

- Crash rate analysis was performed for Mission Street as well as other local streets and freeways
- Mission Street exhibits the highest rate of crashes resulting in severe or fatal injuries out of the local streets and highways surveyed
- One fatality occurred during this analysis period (2018-2022) on US-127.

CRASH RATE ANALYSIS (2018-2022)

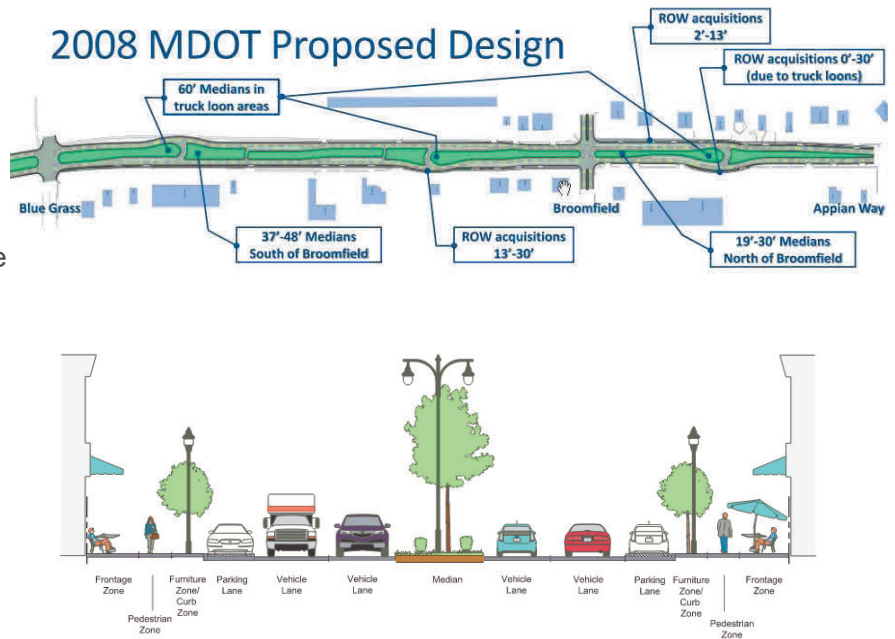
Corridor	Segment Length (mi)	Total Number of Crashes	Total Number of Severe Crashes	Total Number of Fatal Crashes	Severe Crash Rate	Fatal Crash Rate	Combined Significant Crash Rate
Mission Street from Blue Grass Road to Corporate Drive	2.8	1,045	9	0	7.4	0.0	7.4
Pickard Street from Mission Street to US-127	1.4	250	3	0	6.0	0.0	6.0
US-127 from US-127 BR to Industrial Drive	4.9	189	1	1	0.9	0.9	1.8
Broadway Street from Washington Street to Lansing Street	0.2	13	0	0	0.0	0.0	0.0
Main Street from Broadway Street to Illinois Street	0.1	11	0	0	0.0	0.0	0.0

MDOT
MODELING



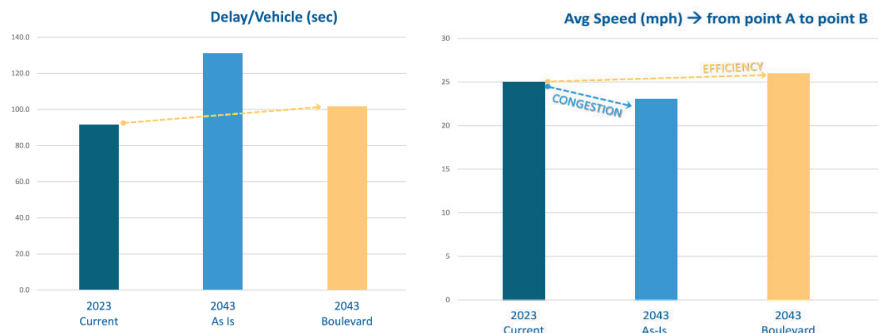
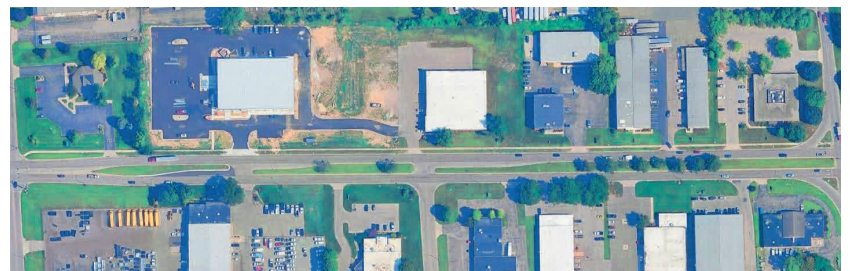
ROADWAY CONFIGURATION ANALYSIS

- MDOT has completed preliminary traffic analysis for various roadway configurations
 - Boulevard conversion was initially proposed in 2008 but voted down by the City primarily due to right-of-way concerns
 - Master plan calls for landscaping improvements, median implementation, and pedestrian amenities along Mission Street
 - Growing acceptance of flexibility in design standards allows for greater opportunity in reimagining the corridor



BOULEVARD ANALYSIS

- MDOT has performed modeling to understand the impacts to vehicular operations under various roadway configurations
 - Boulevard and roundabout concepts tested
 - Both concepts were found to reduce intersection delay for vehicles under estimated future traffic conditions
 - Boulevard modification is estimated to slightly increase vehicle speeds, while replacement of the existing layout is estimated to slightly decrease vehicle speeds



SUMMARY OF SURVEY RESULTS

Mission Street Improvement Plan Survey



- Project Steering Committee Meeting Open to the Public-

The City of Mt. Pleasant has contracted with Progressive Companies, based in Grand Rapids, to lead development of an improvement plan for Mission Street. Addressing traffic congestion, pedestrian and bicycle safety, universal accessibility and enhancing access to businesses along Mission Street have been identified as priorities in city plans and strategies going back more than 20 years.

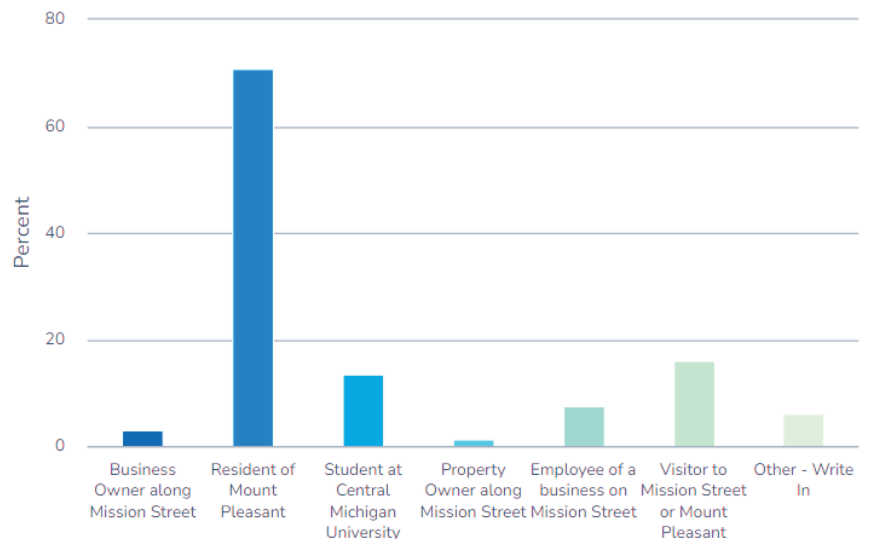
The city is leading this effort, in collaboration with the Michigan Department of Transportation (MDOT) and with funding from the State of Michigan Redevelopment Ready Communities program. Mt. Pleasant City Manager Aaron Desentz is optimistic about the effort, "While the city has been a part of multiple efforts to enhance Mission Street in the past, this represents the first time the city is leading the charge to develop truly detailed designs and plans with an emphasis on meeting the needs of the entire community." Jack Hofweber, the Mt Pleasant Transportation Service Center Manager for MDOT highlighted the importance of developing a plan for Mission Street now, which is under the State's jurisdiction, "With a detailed plan that has community buy-in, MDOT will be better equipped to seek funding opportunities and plan for a future reconstruction of the corridor."

The city is convening a steering committee to review potential designs and plans for Mission Street. The group is composed of local business owners, elected, and appointed officials, representatives from Central Michigan University, the Michigan Department of Transportation (MDOT), the Disability Network

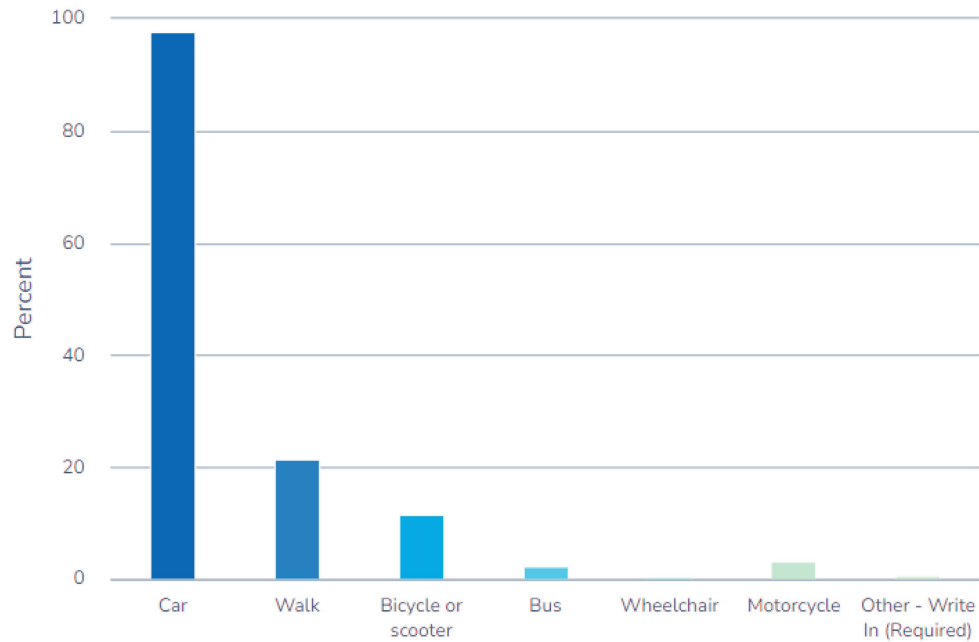
RESPONSES TO THE SURVEY

- 1,479 complete responses.
- 71% Mt. Pleasant residents
- 16% visitors to Mission Street
- 14% students at Central Michigan
- 8% employees of businesses on Mission St.

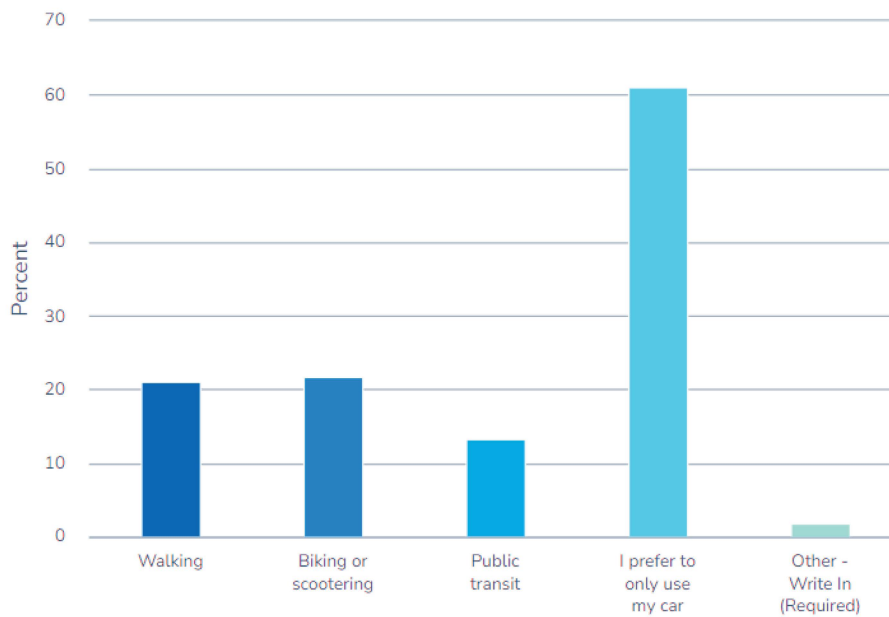
1. I am a: (Please select all that apply to you)



3. What mode of transportation do you use along Mission Street. (Please select all that apply to you)



7. Is there another form of transportation that you currently do not use on Mission Street that you would like to? Please select all that apply.





SAFETY & ACCESS

- **48.6%** of respondents are very unsatisfied or unsatisfied with getting into/out of destinations along Mission. Compared to **28.9%** that are very satisfied or satisfied.
- **39.3%** feel unsafe when traversing Mission Street on the roadway, compared with **36.8%** that feel safe.
- **40.6%** feel unsafe traversing Mission Street on the sidewalk, compared to **26.7%** that feel safe.

11. What is one word you would use to describe the current state of Mission Street?



EMERGING THEMES

1. Safety is a top concern.
2. MDOT is a willing and collaborative partner.
3. There is a strong desire for improvement, but it must strike a balance between aspirational vision and current constraints.
4. There are opportunities to enhance land uses, but they vary block-by-block.
5. Enhancing connections to destinations is critical (to not through).
6. Mt. Pleasant has policy tools and opportunities to impact significant change, but taking a phased approach is a must.

NEXT STEPS

June – August: Conceptual Designs & Policy Options

September: Public Input & Education Event



THANK YOU

We welcome your feedback,
insights and inquiries.

SURVEY RESULTS

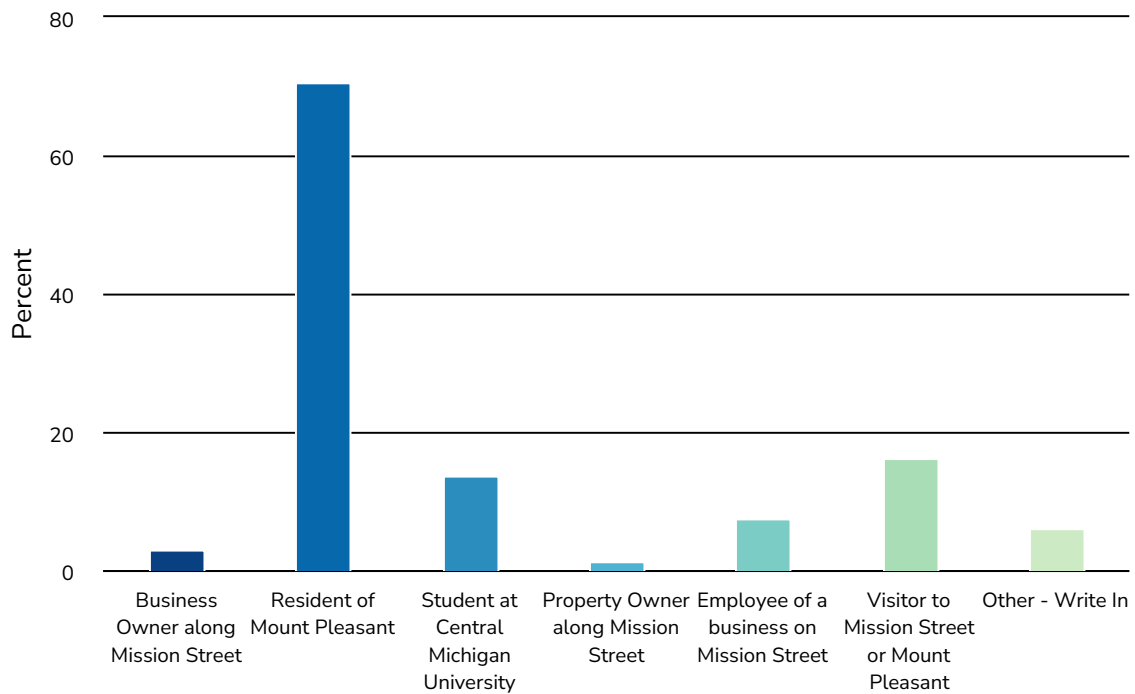
Mission Street Improvement Plan

Response Counts



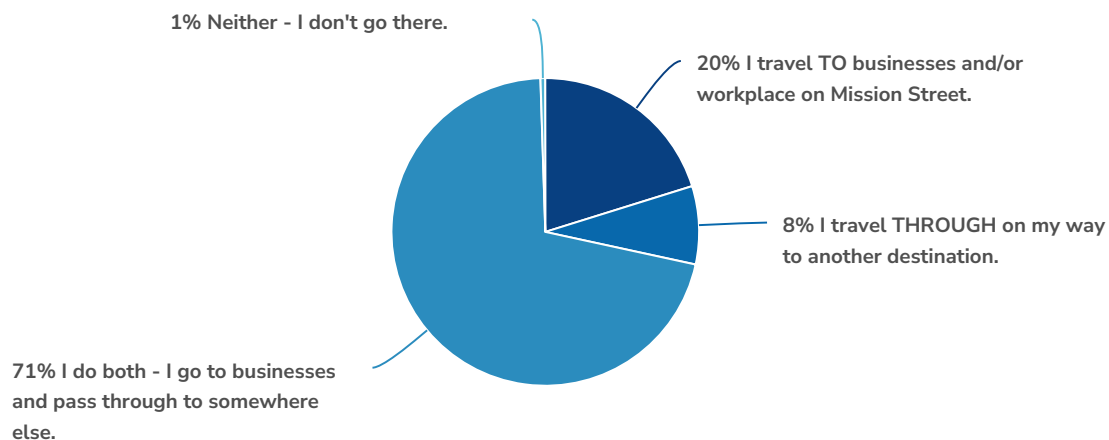
Totals: 2,056

1. I am a: (Please select all that apply to you)



Value	Percent	Responses
Business Owner along Mission Street	3.1%	46
Resident of Mount Pleasant	70.8%	1,046
Student at Central Michigan University	13.7%	203
Property Owner along Mission Street	1.5%	22
Employee of a business on Mission Street	7.6%	112
Visitor to Mission Street or Mount Pleasant	16.2%	240
Other - Write In	6.1%	90

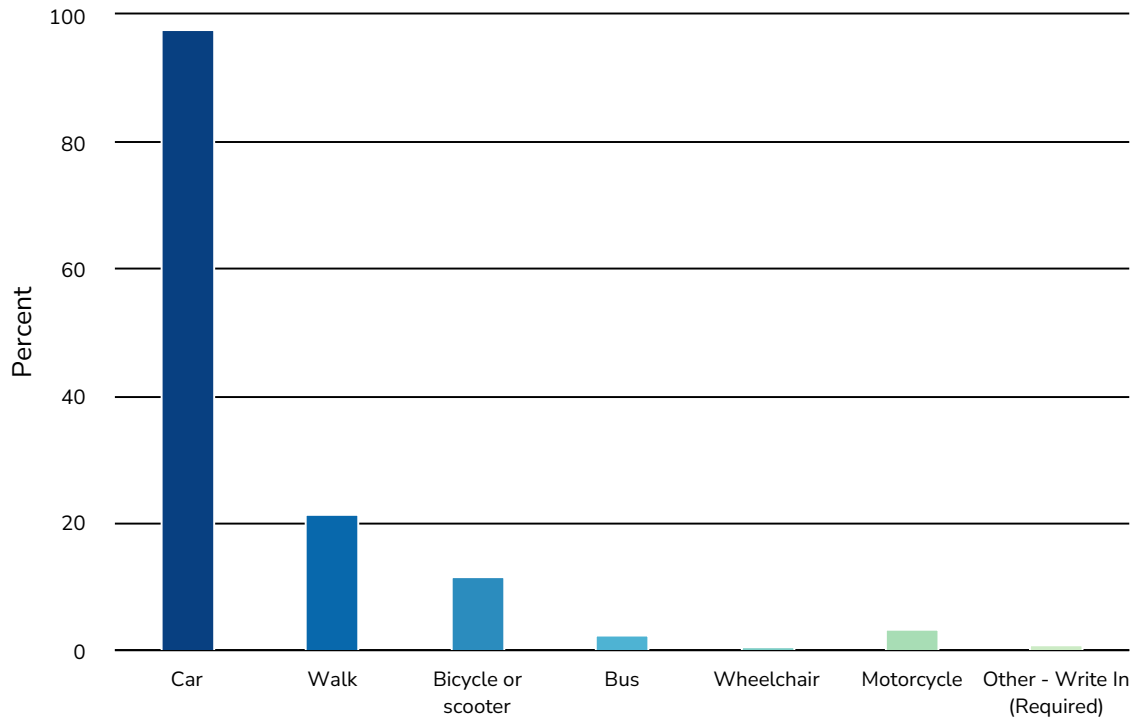
2. Do you travel TO or THROUGH Mission Street?



Value	Percent	Responses
I travel TO businesses and/or workplace on Mission Street.	20.2% 	298
I travel THROUGH on my way to another destination.	8.2% 	121
I do both - I go to businesses and pass through to somewhere else.	71.1% 	1,050
Neither - I don't go there.	0.5% 	7

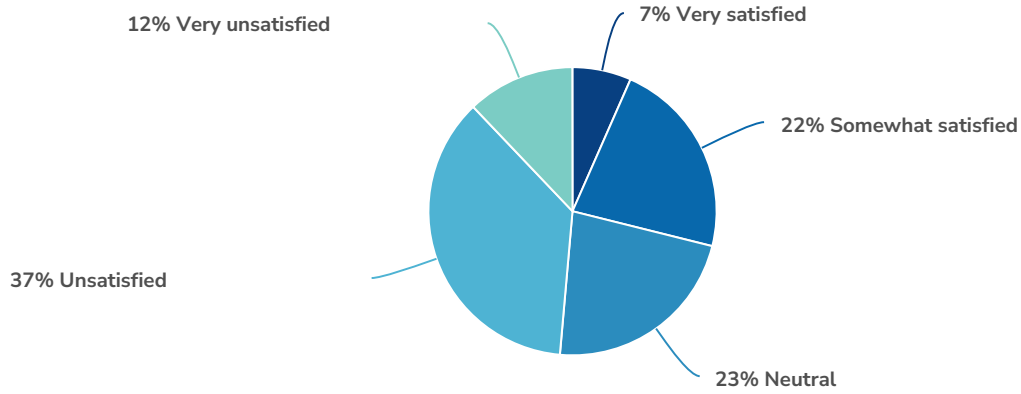
Totals: 1,476

3. What mode of transportation do you use along Mission Street. (Please select all that apply to you)



Value	Percent	Responses
Car	97.9%	1,442
Walk	21.5%	317
Bicycle or scooter	11.7%	172
Bus	2.6%	39
Wheelchair	0.6%	9
Motorcycle	3.3%	49
Other - Write In (Required)	1.0%	14

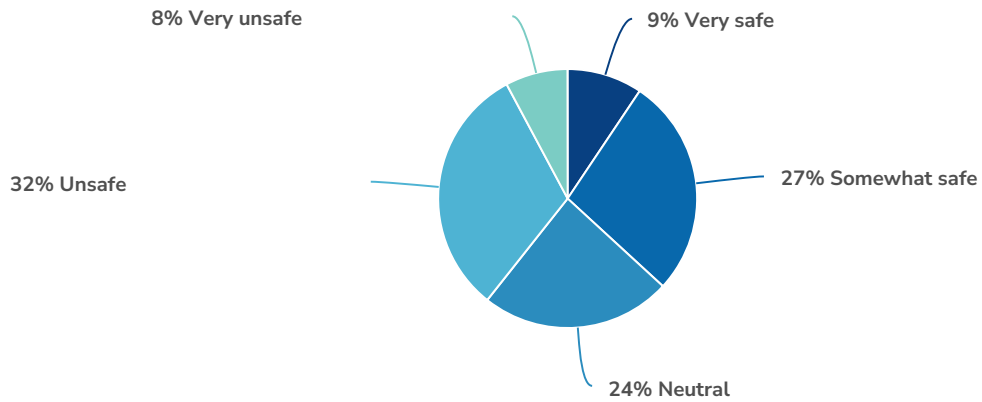
4. How satisfied are you with getting in/out of destinations along Mission Street?



Value	Percent	Responses
Very satisfied	6.6%	95
Somewhat satisfied	22.3%	320
Neutral	22.5%	323
Unsatisfied	36.5%	523
Very unsatisfied	12.1%	173

Totals: 1,434

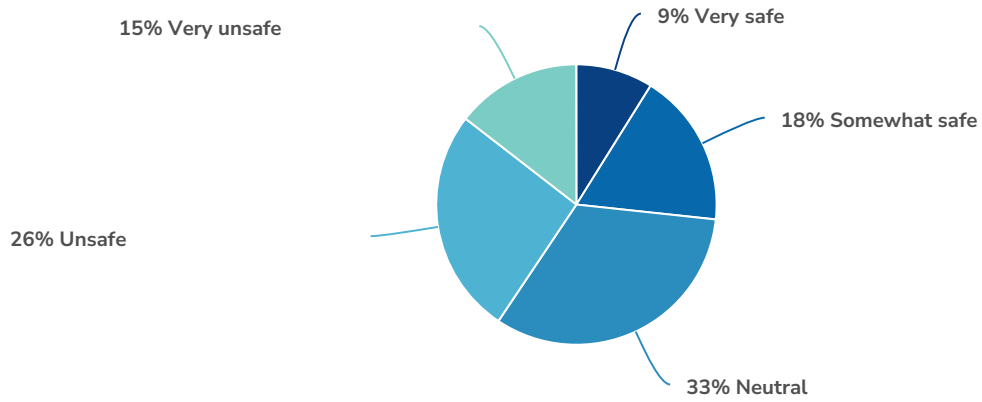
5. How safe do you feel while traversing the roadway on Mission Street?
 This could be by car, bus, motorcycle, etc.



Value	Percent	Responses
Very safe	9.4%	139
Somewhat safe	27.4%	404
Neutral	23.8%	350
Unsafe	31.5%	464
Very unsafe	7.8%	115

Totals: 1,472

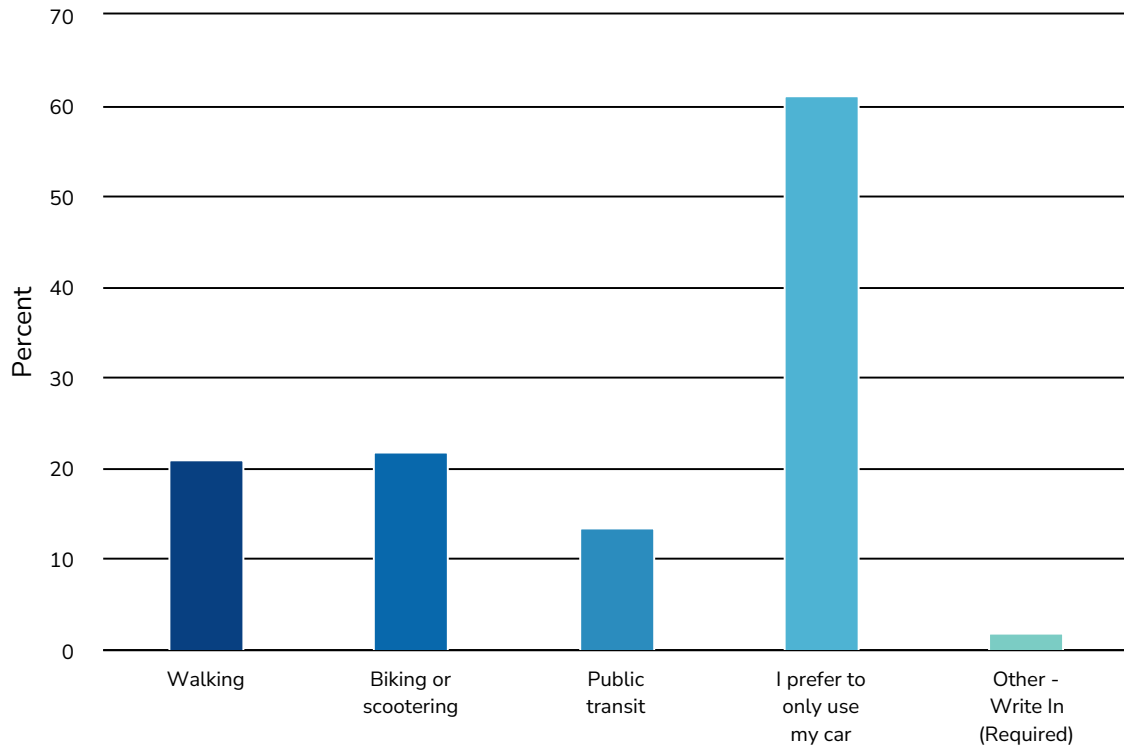
6. How safe do you feel while traversing Mission Street on the sidewalk?
 This may be by foot, bike, scooter, wheelchair, etc.



Value	Percent	Responses
Very safe	8.9%	129
Somewhat safe	17.8%	259
Neutral	32.7%	475
Unsafe	26.1%	379
Very unsafe	14.5%	211






Totals: 1,453

7. Is there another form of transportation that you currently do not use on Mission Street that you would like to? Please select all that apply.



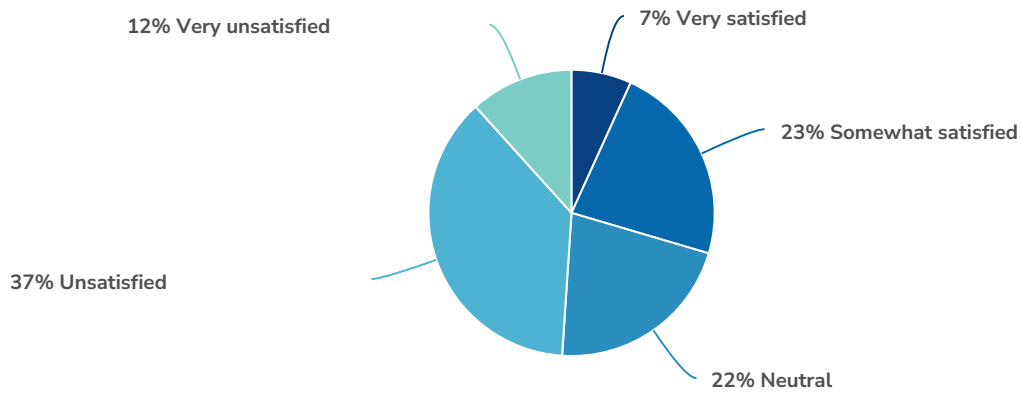
Value	Percent	Responses
Walking	21.1%	284
Biking or scootering	21.8%	294
Public transit	13.5%	182
I prefer to only use my car	61.2%	825
Other - Write In (Required)	1.9%	26

8. Ideally, Mission Street would accommodate all different types of transportation. Which is most important? Please rank from highest to lowest what travel mode the road should be designed for. (Item #1 being the most important, item #5 being the least important)

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Car (Auto-Oriented)	1		6,405	1,419
Pedestrian (People of All Ages and Abilities)	2		4,529	1,390
Bus (Transit-Oriented)	3		3,867	1,366
Bicycle and Scooter (Bike/Scooter-Oriented)	4		3,296	1,370
Freight (Accommodating for Delivery Vehicles)	5		2,831	1,347



9. How satisfied are you with the current state of Mission Street?



Value	Percent	Responses
Very satisfied	6.8%	100
Somewhat satisfied	22.8%	334
Neutral	21.5%	315
Unsatisfied	37.3%	547
Very unsatisfied	11.7%	172

Totals: 1,468

10. How important are the items below to include in the design of Mission Street?

	Very Important	Somewhat Important	Neutral	Less Important	Not Important	Responses
Enhanced crosswalks Count Row %	859 58.8%	375 25.7%	126 8.6%	63 4.3%	37 2.5%	1,460
Street trees and landscaping Count Row %	397 27.2%	427 29.2%	218 14.9%	253 17.3%	167 11.4%	1,462
Wider sidewalks Count Row %	462 31.7%	444 30.5%	296 20.3%	160 11.0%	95 6.5%	1,457
Medians (the area between opposing lanes of traffic, like in boulevards) Count Row %	396 27.1%	356 24.4%	266 18.2%	181 12.4%	263 18.0%	1,462
Multi-modal enhancements (bus shelters, bike infrastructure, etc.) Count Row %	314 21.4%	441 30.1%	292 19.9%	243 16.6%	174 11.9%	1,464
Street lighting Count Row %	922 63.1%	366 25.1%	116 7.9%	39 2.7%	18 1.2%	1,461
Reduced vehicle speeds Count Row %	406 27.8%	360 24.6%	312 21.4%	236 16.2%	147 10.1%	1,461
Large greenspace between the road and the sidewalk Count Row %	301 20.6%	417 28.6%	275 18.8%	234 16.0%	232 15.9%	1,459

	Very Important	Somewhat Important	Neutral	Less Important	Not Important	Responses
Art and placemaking elements (i.e. murals, wayfinding signage, small plazas, benches) Count Row %	261 17.9%	353 24.2%	271 18.6%	259 17.8%	314 21.5%	1,458
Left-turn median (as is today) Count Row %	721 49.8%	311 21.5%	246 17.0%	105 7.3%	65 4.5%	1,448
Roundabouts at key intersections Count Row %	267 18.3%	240 16.4%	280 19.1%	215 14.7%	461 31.5%	1,463
Accessibility features (tactical pavements, heated ramps and/or sidewalks) Count Row %	412 28.6%	386 26.8%	280 19.4%	181 12.6%	181 12.6%	1,440

AIRPORT JOINT OPERATIONS AND MANAGEMENT BOARD

Meeting Minutes

Thursday, May 16, 2024

3:30 p.m. – 5:00 p.m.

Airport Terminal Building

I. Call to Order

Chairman Nanney called the meeting to order at 3:31 p.m.

II. Roll Call

Member	Present
Samantha Chippeway	No
Aaron Desentz	Yes
James McBryde	Yes
Rodney Nanney	Yes
Tim Nieporte	No (Excused)

Staff present: Bill Brickner, Jason Moore

III. Approval of the Agenda

Moved by Desentz, support by McBryde, to approve the agenda as written
Motion passed unanimously

IV. Public Input on Agenda Items

None

V. Approval of Meeting Minutes – April 2024 – Attachment

Moved by McBryde, support by Desentz, to approve the April meeting minutes as written

Motion passed unanimously

VI. New Business

None

VII. Old Business

a. Hanger/terminal building/runway extension/road improvement project

b. 2024 Airport events – Board support for June 1 Young Eagles event?

<https://youngeaglesday.org/>

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

VIII. Airport Manager’s Report – April 2024 - Attachment

- a. Update on Mt Pleasant CVB –Grant Funding Opportunities for Airport Projects
- b. Update on Airport Snow Plowing and Taxiway Lighting Projects

IX. Announcements on Airport Related Issues and Concerns
None

X. Public Comment on Non-Agenda Items
None

XI. Adjournment
Chairman Nanney adjourned the meeting at 3:58 p.m.

Minutes of the regular meeting of the City Commission held Monday, June 24, 2024, at 7:00 p.m., in the City Commission Room, 320 W. Broadway St., Mt. Pleasant, Michigan with virtual options.

Mayor Perschbacher called the meeting to order.

The Pledge of Allegiance was recited.

Land Acknowledgement statement was recited.

Commissioners Present: Mayor Amy Perschbacher and Vice Mayor Mary Alsager; Commissioners Bryan Chapman, Grace Rollins & Boomer Wingard

Commissioners Absent: Liz Busch and Maureen Eke

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

Proclamations and Presentations

1. Doug Vredevelde of Vredevelde Haefner gave a presentation of the 2023 Annual Comprehensive Financial Report via ZOOM.
2. Blake Newman, Community Planner provided Redevelopment Ready Communities (RRC)-Recertification Presentation.

Moved by Vice Mayor Alsager and seconded by Commissioner Wingard to approve the agenda as presented. Motion carried.

Public Input on Agenda Items

Tony Kulick, 409 S. Fancher, expressed his support for permitting the natural landscaping as has been underway for some time in the City.

Bill Gerstenlauer, 1514 E Gaylord, inquired about the Mission Street Improvement Plan.

Receipt of Petitions and Communications

Received the following petitions and communications:

3. Planning Commission May Meeting Minutes.

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

4. Minutes of the regular meeting of the City Commission held June 10 2024.
5. Contract with Fedewa, Inc. of Hastings, Michigan for the 2024 1MG Elevated Tank Painting Project in the amount of \$104,399 and approve a contract with Dixon Engineering of Lake Odessa, Michigan in the amount of \$23,500 for project and construction engineering oversight.

6. First Amendment to Subrecipient Agreement with Northern Initiatives and Michigan Economic Development Corporation (MEDC) extending the end date to June 30, 2027.
7. Warrants and payrolls dated June 7 & 13, 2024 all totaling \$287,529.96.

Motion carried.

Public Works Director Jason Moore provided a presentation and answered questions from the Commission on the proposed amendment to the Solid Waste Ordinance as it pertains to governing refuse and recycling.

Moved by Commissioner Chapman and seconded by Commissioner Rollins to receive the proposed amendment to the Solid Waste Ordinance as it pertains to governing refuse and recycling and set a public hearing for Monday, July 8, 2024 at 7:00 p.m. on same. Motion carried.

Announcements on City-Related Issues and New Business

Mayor Perschbacher expressed her excitement with the progress of the Town Center project.

Public Comment on Agenda and Non-Agenda Items

Peggy Brisbane, 438 S. Fancher supports an amendment to the Noxious Weeds Ordinance as presented.

WORK SESSION: Discussion on Managed Natural Landscaping

Discussion ensued. Consensus was reached to permit native plants and grasses as defined by the State of Michigan and to remove the City Manager from 96.05(B)(2)

The Commission recessed at 8:06 p.m. and went into a closed session at 8:11 p.m.

Moved by Commissioner Wingard and seconded by Vice Mayor Alsager to enter into Closed Session pursuant to subsection 8(c) of the Open Meetings Act for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.

AYES: Alsager, Chapman, Perschbacher, Rollins & Wingard

NAYS: None

ABSENT: Busch & Eke

Motion carried.

Closed session ended at 8:56 p.m. A separate set of minutes was taken for the closed session.

Moved by Commissioner Chapman and seconded by Vice Mayor Alsager to adjourn the meeting at 8:57 p.m. Motion carried.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

To: Aaron Desentz

From: Shar Rappuhn

Date: June 19, 2024

Subject: MERS 2024 Annual Meeting – Officer Delegate

The officer delegate to represent the City of Mt. Pleasant at the 2024 MERS Annual meeting in Grand Rapids October 10-11, 2024 is Jason Moore, DPW Director. The alternate Officer Delegate is Christine Witmer, Assistant Finance Director/City Treasurer.

Please present this to the City Commission for approval at the July 8, 2024 meeting.

Thank you.

Memorandum



TO: Aaron Desentz, City Manager

CC: Chris Saladine, Finance Director

FROM: Michelle Sponseller, Downtown Development Director

DATE: June 19, 2024

SUBJECT: Resolution Supporting Michigan Arts & Culture Council
2025 Arts Project Mini-Grant – Paint the Pavement Application

Art Reach of Mid Michigan, established in 1981, is an arts organization dedicated to keeping the arts vibrant in our community by offering a variety of art and cultural programs throughout Isabella County, many that are low-cost or free for attendees. Downtown Development, in partnership with Art Reach of Mid Michigan, plans to apply for a Michigan Arts & Culture Council (MACC) 2024 Arts Project Mini-Grant to fund the "Paint the Pavement" event, set for the summer of 2025. To fulfill the grant application requirements, the MACC requires a resolution from the City Commission as part of the grant package.

Background

Initiated in 2013 at the intersection of Main and Broadway, the "Paint the Intersections" project, led by Art Reach of Mid-Michigan, has grown into one of downtown's most popular public art events, drawing over 400 participants annually. Since its inception, the event has expanded to include the intersections of Broadway and University, and Broadway and Franklin, and has been rebranded as "Paint the Pavement."

Art Reach has requested the City to apply for the MACC mini-grant to cover additional material costs, as they are limited to one application for operational funds. Consequently, the City has been asked to act again this year as the lead organization for this grant application. The application will request \$4,000 from the MACC, with matching funds provided by Art Reach and an in-kind contribution from the City valued at \$1,000. The City's in-kind match will cover staff time dedicated to event logistics and planning. The City will not commit any additional funds to the project if the grant is not awarded.

Highlights of the Grant Application:

- Grant Amount Requested: \$4,000
- City's In-Kind Match: \$1,000 (for staff time in event logistics and planning)

Staff requests the City Commission approve the attached resolution to proceed with the grant application process.

REQUESTED ACTION

Staff requests that the City Commission approve the attached resolution for the MACC 2024 Arts Project Mini-Grant application.

ATTACHMENTS

Resolution for MACC 2024 Arts Project Mini-Grant for the "Paint the Pavement" grant application.

City of Mt. Pleasant
Michigan Arts & Culture Council
2024 Arts Project Mini-Grant – Paint the Pavement
Resolution of Adoption

Whereas, the City of Mt. Pleasant working with community partners wishes to expand the Paint the Pavement public art project in downtown to help serve the community's arts for the fiscal year 2025, and;

Whereas, the proposed Paint the Pavement project is consistent with the goals and objectives of the City's current Master Plan, and;

Whereas the proposed 2025 Paint the Pavement project and grant application were discussed at a public meeting of the Mt. Pleasant City Commission held July 8, 2024 at 7:00 p.m., and;

Whereas, The City of Mt. Pleasant has committed to providing \$1,000 in-kind funds toward the project cost from City staff for assistance in event planning, logistics, and road closures;

Now therefore, be it that the Mt. Pleasant City Commission hereby approves submittal of a 2024 Michigan Arts and Cultural Council grant application for the 2025 Paint the Pavement project.

Yeas:

Nays:

Absent:

I, Heather Bouck, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Mt. Pleasant at a Regular Meeting thereof held the 8th day of July, 2024.

Heather Bouck, City Clerk
City of Mt. Pleasant

Memorandum



TO: Aaron Desentz, City Manager

CC: Phil Biscorner, Parks, Recreation and Public Spaces Director
Chris Saladine, Finance Director

FROM: Michelle Sponseller, Downtown Development Director

DATE: June 28, 2024

SUBJECT: Award of Single Source Purchase and Budget Amendment – Panel Christmas Tree

BACKGROUND

The renovation of the Town Center Civic Space presents an opportunity to enhance our downtown area with festive decorations. Staff requests the purchase of a 30' panel Christmas tree, which will be the centerpiece of our holiday celebrations. This investment not only highlights the new Town Center but also addresses several practical and logistical challenges associated with obtaining and maintaining a traditional Christmas tree of the desired size.

BENEFITS

Setup and Maintenance:

- The tree's modular design simplifies setup, removal, and storage, making it more efficient and less labor-intensive.
- The Street Department will manage the annual setup and removal, ensuring consistency and proper handling.
- Staffing costs for setup and removal are expected to be the same as currently budgeted in the Christmas Celebration budget.

Storage and Longevity:

- Anticipated lifespan is 15 years.
- When not in use, the tree will be securely stored at the Department of Public Works (DPW) to maintain its condition and ensure a lifespan of 15 years.

Comprehensive Package:

- The purchase price includes LED lights, decorations, and shipping, providing a complete solution without additional costs.

Challenges with Real Trees:

- Obtaining a "real" tree of the desired size is challenging, and constructing a secure base is both difficult and costly.

Cost Efficiency:

- Current pricing is available through July, after which prices increase by 15%.
- There is no manufacturer in Michigan that produces a similar tree, making this purchase the most viable and economical option.

FUNDING

- Grant Amount Received: \$25,000
- Funding Request: not-to-exceed \$16,000 for the remaining cost of the tree beyond grant funds

By investing in this panel Christmas tree, we can ensure a festive atmosphere in our newly renovated Town Center Civic Space for many years to come, with a manageable and sustainable annual maintenance plan. The tree will also serve as a highlight of our annual Christmas Celebration event, bringing joy and a sense of community to our residents and visitors.



REQUESTED ACTION

Staff requests the award of a single source purchase and budget amendment in the amount of \$41,000 for the purchase of a 30' panel Christmas tree from Holiday Outdoor Décor.

ATTACHMENTS

Holiday Outdoor Décor quote.



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 5/30/2024
Expiration Date 7/18/2024
Quote Number 00018454

Prepared By Maggie Strothman
Email mstrothman@holidayoutdoordecor.com

Contact Name Phil Biscorner
Bill to Phone 989-779-5328
Email pbiscorner@mt-pleasant.org

Account Name Mount Pleasant, City of (MI)
Bill To Name Mount Pleasant, City of (MI)
Bill To 320 West Broadway Street
Mount Pleasant, Michigan 48858
United States

Ship To Name Mount Pleasant, City of (MI)
Ship To Phone 989-779-5328
Ship To 320 West Broadway Street
Mount Pleasant, Michigan 48858
United States

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
T-22P-MC	22' Panel Tree Multiple Color LED	22' PANEL TREE WITH 12' BASE. MULTICOLOR C7. LED	List Price \$18,155	\$15,431.75	1.00	\$15,431.75
TO-22P-HC	Ornament Package for 22' Panel Tree, Holiday Classic Colors	Includes: Red, Green and Gold Ornaments in finishes Shiny, Glitter and Matte, sizes 4" & 6". Total 460		\$3,355.00	1.00	\$3,355.00
T-26P-MC	26' Panel Tree Multiple Color LED	26' PANEL TREE WITH 14.5' BASE. MULTICOLOR C7. LED	List Price \$26,060	\$22,151.00	1.00	\$22,151.00
TO-26P-HC	Ornament Package for 26' Panel Tree, Holiday Classic Colors	Includes: Red, Green and Gold Ornaments in finishes Shiny, Glitter and Matte, sizes 4" & 6". Total 640		\$4,635.00	1.00	\$4,635.00
T-30P-MC	30' Panel Tree - C7 Multi Color LED	30' PANEL TREE - 16.5' BASE - C7 MULTI COLOR C7 LED	List \$36,060	\$30,651.00	1.00	\$30,651.00
TO-30P-HC	Ornament Package for 30' Panel Tree, Holiday Classic Colors	Includes: Red, Green and Gold Ornaments in finishes Shiny, Glitter and Matte, sizes 4" & 6". Total 820		\$6,170.00	1.00	\$6,170.00
	4' Sil 3D Nativity Star Tree					

Account Terms NET 30 DAYS

QUOTE ACCEPTANCE INFORMATION

- 15% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

Signature: _____

Name: _____

Title: _____

• Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>



TT-4-3DNS-WW	Topper w/ C7 Lamps in Warm White LED	4' Sil 3D Nativity Star Tree Topper w/ C7 Lamps in Warm White LED	List \$1,035	\$879.75	1.00	\$879.75
SHIPPING	SHIPPING			\$2,500.00	1.00	\$2,500.00

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal	\$85,773.50
Total Price	\$85,773.50
Grand Total	\$85,773.50

Account Terms NET 30 DAYS

- 15% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

• Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>

07/02/2024

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 06/14/2024 - 07/03/2024

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
06/17/2024	CITY TREASURER - UTILITIES	UTILITIES	4,521.01
06/19/2024	MACQUEEN EMERGENCY	SUPPLIES	174.95
06/20/2024	CONSUMERS ENERGY	UTILITIES	43,671.64
06/27/2024	AUTOZONE, INC.	SUPPLIES	0.00
06/27/2024	CHRISTINE WITMER	REIMBURSEMENT	50.00
06/27/2024	HEATHER BOUCK	REIMBURSEMENT	236.12
06/27/2024	ISABEL HASS	REIMBURSEMENT	50.00
06/27/2024	MANUELA POWIDAYKO	REIMBURSEMENT	91.12
06/27/2024	MICHELLE SPONSELLER	REIMBURSEMENT	62.04
06/27/2024	PHILIP BISCORNER	REIMBURSEMENT	350.33
06/27/2024	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	620.00
06/27/2024	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	878.71
06/27/2024	AGILE SAFETY	SUPPLIES	934.19
06/27/2024	AIMEE MURPHY	REIMBURSEMENT	50.00
06/27/2024	AIRGAS USA, LLC	SUPPLIES	86.90
06/27/2024	ALEXANDER KIMBALL	REIMBURSEMENT	88.00
06/27/2024	ALMA BOLT COMPANY	SUPPLIES	384.44
06/27/2024	ANDREW COWAN	TRAINING	900.00
06/27/2024	ANDREW CURTISS	REIMBURSEMENT	382.00
06/27/2024	AUTOZONE, INC.	SUPPLIES	162.71
06/27/2024	AVFUEL CORPORATION	CONTRACT SVCS	14,549.17
06/27/2024	BERRY DUNN	CONTRACT SVCS	873.00
06/27/2024	BILL KEHOE	REIMBURSEMENT	85.00
06/27/2024	BOUND TREE MEDICAL, LLC	SUPPLIES	106.86
06/27/2024	BRANDI GARCIA	REIMBURSEMENT	58.42
06/27/2024	BRUCE JORCK	REIMBURSEMENT	344.00
06/27/2024	BUSINESS CONNECTIONS, INC.	CONTRACT SVCS	122.88
06/27/2024	CALIESHA RUSSELL	REIMBURSEMENT	9.00
06/27/2024	CDW GOVERNMENT, INC	SUPPLIES	208.09
06/27/2024	CENTRAL ASPHALT, INC	SUPPLIES	163.83
06/27/2024	CENTRAL CONCRETE INC	SUPPLIES	1,405.24
06/27/2024	CHRIS BECK	REIMBURSEMENT	241.00
06/27/2024	CHRISTOPHER SWIER	REIMBURSEMENT	102.00
06/27/2024	CINTAS CORP	CONTRACT SVCS	57.06
06/27/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	90,243.27
06/27/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	11,919.95
06/27/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	14,279.69
06/27/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	30,523.36 V

06/27/2024	CLARK HILL P.L.C.	CONTRACT SVCS	169.50
06/27/2024	CORE TECHNOLOGY CORPORATION	CONTRACT SVCS	1,650.00
06/27/2024	COREY DION WALTHER	REIMBURSEMENT	226.00
06/27/2024	COYNE OIL CORPORATION	FUEL	4,078.89
06/27/2024	DAN SODINI	REIMBURSEMENT	13.00
06/27/2024	DAVID GROTHAUSE	REIMBURSEMENT	78.00
06/27/2024	DELUXE	SUPPLIES	98.32
06/27/2024	DETROIT SALT COMPANY	SUPPLIES	9,382.00
06/27/2024	DINGES FIRE COMPANY	SUPPLIES	125.11
06/27/2024	FIDELITY SECURITY LIFE INSURANCE CO	INSURANCE PREMIUMS	1,230.30
06/27/2024	FISHBECK - ENGINEERS/ARCHITECTS/	CONTRACT SVCS	14,861.25
06/27/2024	FOSTER, SWIFT, COLLINS & SMITH, P.C	CONTRACT SVCS	3,168.00
06/27/2024	GALGOCI OIL COMPANY	FUEL	299.87
06/27/2024	GALLS, LLC	UNIFORMS	91.87
06/27/2024	GILL-ROY'S HARDWARE	SUPPLIES	8.14
06/27/2024	GRAND RIVER CONSTRUCTION INC	CONTRACT SVCS	99,970.00
06/27/2024	GRAYMONT WESTERN LIME INC.	CHEMICALS	8,080.00
06/27/2024	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	7,037.21
06/27/2024	HYDROCORP, INC.	CONTRACT SVCS	4,829.50
06/27/2024	I-RIDE	CONTRACT SVCS	130.00
06/27/2024	ISABELLA CAT CLINIC	CONTRACT SVCS	2,925.00
06/27/2024	ISABELLA COUNTY	TAX TRIBUNAL ADJUSTMENT	1,103.02
06/27/2024	JULIE WESTHAUS	REIMBURSEMENT	65.12
06/27/2024	KAREN FENTON	REIMBURSEMENT	44.00
06/27/2024	KAWKAWLIN ROOFING COMPANY	CONTRACT SVCS	35,440.50
06/27/2024	KONECRANES, INC.	CONTRACT SVCS	2,029.74
06/27/2024	LACEY ORLANDO	REIMBURSEMENT	16.00
06/27/2024	LAURA FOX	REIMBURSEMENT	34.57
06/27/2024	LYDEN OIL COMPANY	SUPPLIES	6,390.20
06/27/2024	LYRIC CONROY	REIMBURSEMENT	58.42
06/27/2024	MALLEY CONSTRUCTION, INC	CONTRACT SVCS	369,769.65 V
06/27/2024	MANNIK SMITH GROUP	CONTRACT SVCS	3,613.84
06/27/2024	MARY MOSS	REFUND	120.00
06/27/2024	MEAD & HUNT	CONTRACT SVCS	7,250.50
06/27/2024	MICHIGAN PIPE & VALVE	SUPPLIES	1,650.00
06/27/2024	MID MICHIGAN AREA CABLE	CONTRACT SVCS	450.00
06/27/2024	MIRANDA LEY	REIMBURSEMENT	114.00
06/27/2024	MR. ELECTRIC OF CENTRAL MICHIGAN	CONTRACT SVCS	2,967.12
06/27/2024	NCL OF WISCONSIN	SUPPLIES WATER	536.71
06/27/2024	O'NEIL & DUSO PLLC	PROSECUTORIAL SVCS	7,941.70
06/27/2024	OHM ADVISORS	CONTRACT SVCS	1,740.25
06/27/2024	ORKIN	CONTRACT SVCS	132.99
06/27/2024	PARTLO PROPERTY MANAGEMENT LLC	CONTRACT SVCS	300.00
06/27/2024	PETTY CASH - JOLENE SWEET	PETTY CASH REIMBURSEMENT	70.00

06/27/2024	PLEASANT THYME HERB FARM	CONTRACT SVCS	10,840.00
06/27/2024	PREIN & NEWHOF	CONTRACT SVCS	285.00
06/27/2024	PRESENTING SOLUTIONS INC	CONTRACT SVCS	1,989.00
06/27/2024	RAE ANN DOEPKER	UNIFORMS	40.00
06/27/2024	RCL CONSTRUCTION CO. INC	CONTRACT SVCS	1,038,668.45
06/27/2024	REBECCA PARKER	REIMBURSEMENT	103.00
06/27/2024	REBECCA SWAREY	REIMBURSEMENT	12.00
06/27/2024	RENEE EARLE	REIMBURSEMENT	143.00
06/27/2024	RENT-RITE OF MT PLEASANT	CONTRACT SVCS	291.46
06/27/2024	ROBERT FRICK	REIMBURSEMENT	368.13
06/27/2024	SALLY GRAHAM	REIMBURSEMENT	58.42
06/27/2024	SARAH MARSHALL	REIMBURSEMENT	214.48
06/27/2024	STATE OF MICHIGAN	CONTRACT SVCS	66,278.84
06/27/2024	STATE OF MICHIGAN	DEBT PAYMENT	75,276.00
06/27/2024	STERICYCLE, INC.	CONTRACT SVCS	421.52
06/27/2024	SUMMIT FIRE PROTECTION	CONTRACT SVCS	653.00
06/27/2024	SUNRISE ASSESSING SERVICES, LLC	CONTRACT SVCS	8,575.00
06/27/2024	THIELEN TURF IRRIGATION, INC	CONTRACT SVCS	2,888.00
06/27/2024	THOMAS DEBOER JR	REIMBURSEMENT	60.00
06/27/2024	THREE RIVERS CORPORATION	CONTRACT SVCS	128,517.21
06/27/2024	TINA CAPUSON	REIMBURSEMENT	90.00
06/27/2024	TOM HORGAN	CONTRACT SVCS	300.00
06/27/2024	UNIFIRST CORPORATION	CONTRACT SVCS	215.66
06/27/2024	US TREASURY	SUPPLIES	2,100.00
06/27/2024	USA SOFTBALL OF MICHIGAN	SUPPLIES	132.00
06/27/2024	VANCE OUTDOORS, INC.	SUPPLIES	2,432.96
06/27/2024	VREDEVELD HAEFNER LLC	CONTRACT SVCS	7,000.00
06/27/2024	YEO & YEO TECHNOLOGY	CONTRACT SVCS	900.00
06/27/2024	ZINSER PLUMBING & HEATING, INC.	CONTRACT SVCS	300.00
06/27/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	40,029.30
06/27/2024	MALLEY CONSTRUCTION, INC	CONTRACT SVCS	360,263.71
07/01/2024	CONSUMERS ENERGY	UTILITIES	13,785.25

COMM TOTALS:

Total of 114 Checks:	2,582,507.66
Less 2 Void Checks:	400,293.01
Total of 112 Disbursements:	<u>2,182,214.65</u>

Memorandum



TO: Aaron Desentz, City Manager
FROM: Jason Moore, DPW Director
DATE: July 1, 2024
SUBJECT: Granger Waste Services Franchise Agreement and Solid Waste Ordinance Changes

Request

The City Commission is requested to approve the solid waste ordinance changes effective January 1, 2025, and the franchise agreement with Granger Waste Services.

Reason

Due to the desired transition to a cart-based solid waste hauling system, changes are required to city ordinance chapter 50. The attached redline version shows the required changes to the ordinance. It is mainly a simplification of the ordinance due to the removal of the bag/tag system and its associated stipulations.

Key points in the revision are:

- Eliminates bag/tag program and requires use of franchise hauler
- Elimination of recycle fee through water bill
- Eligible properties are still residential property with three units or less
- Separation of recyclables from refuse still required

Also attached is the agreement we worked out with Granger. It mirrors their submitted proposal, and the Commission is being asked to approve it along with the ordinance change.

Recommendation

It is recommended the City Commission approve the changes to the solid waste ordinance effective January 1, 2025, and the franchise agreement with Granger Waste Services.



Mt. Pleasant

[meet here]

Solid Waste – Curbside Collection Granger Agreement and Ordinance Changes

Monday, July 8, 2024

Mt. Pleasant
[meet here]

Granger Agreement

- Generally, no changes from the proposal submitted.
 - 5 years at 3% increase per year
 - Billing and customer service handled by Granger
 - 96-gallon weekly cart service = \$9.76/month
 - 65-gallon weekly cart service = \$8.78/month
 - 96-gallon biweekly recycling = \$3.16/month
 - Yard waste bags service = \$9.39/month April-Nov
 - Large item = \$25, Small item = \$10 Freon = \$20, Extra Bags = \$2

Mt. Pleasant
[meet here]

Ordinance Changes

- Eliminates the bag/tag program
- Eligible properties remain generally the same as for bag/tag
 - Residential properties 3 units and less.
- Elimination of the recycle fee on water bill.
- Separation of recyclables from refuse requirement stays
 - No longer requires sorting beyond this.

Mt. Pleasant
[meet here]

Transition Plan



- Residents will need to sign up directly with Granger
- Granger will make a concerted effort to keep routes the same
 - Refuse picked up weekly
 - Recycle picked up biweekly
- Carts will be delivered before the end of the current contract

Mt. Pleasant
[meet here]

Questions?

Mt. Pleasant
[meet here]

RESIDENTIAL SOLID WASTE, RECYCLING & YARD WASTE COLLECTION
FRANCHISE AGREEMENT BETWEEN THE CITY OF MT. PLEASANT AND
GRANGER WASTE SERVICES

THIS AGREEMENT (the "Agreement") made and entered into on this ____ day of MONTH-____ 2024, by and between the City of Mt. Pleasant, a Michigan municipal corporation, of 320 W Broadway St, Mt. Pleasant, Michigan 48858 (hereinafter referred to as the "City"), and Granger Waste Services, a Michigan corporation, of 16980 Wood Road, Lansing, Michigan 48906 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS the City of Mt. Pleasant is the governing body for Solid Waste Collection & Disposal within the city limits proper; and

WHEREAS the City of Mt. Pleasant issued a Request for Proposals ("RFP") for residential solid waste collection franchise between the City and private companies; and

WHEREAS the Contractor, in response to the RFP, submitted qualifications evidencing its experience and interest in being selected to perform such services and a proposal for operating the solid waste collection franchise; and

WHEREAS the City of Mt. Pleasant has selected the Contractor, pursuant to its RFP and the Contractor's response thereto in reliance on the skill, expertise and past successful experience in operating solid waste and recycling collection services, to operate the solid waste collection franchise, in accordance with the terms, conditions and provisions of this Agreement; and

WHEREAS the City desires to secure the services of the Contractor, which include:

1. residential waste service, including carts, collection, hauling and disposal of solid waste.
2. residential recycling service, including carts, collection, hauling and recycling of materials.
3. residential yard waste service, including collection, hauling, and disposal of yard waste.

WHEREAS the Contractor desires to provide said services in compliance with the City ordinances;

NOW THEREFORE, in consideration of the mutual agreements herein contained, and the terms and conditions hereinafter set forth, the Contractor and the City of Mt. Pleasant do hereby agree as follows:



TERM

The term of this Agreement shall begin on January 1, 2025, (the “Effective Date”) and shall expire on December 31, 2029.

This Agreement may be extended upon mutual written agreement by the City and Contractor.

SCOPE OF WORK

DEFINITIONS

- A. **Waste:** The term “waste” shall include garbage and rubbish, except animal and human excrement.
- B. **Garbage:** The term “garbage” means all animal and vegetable wastes resulting from handling, preparation, cooking or consumption of foods.
- C. **Rubbish:** The term “rubbish” means non-putrescible solid waste, including broken glass, crockery, bottles and ashes. Excluded is hazardous waste and yard waste.
- D. **Hazardous Waste:** The term “hazardous waste” shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics, poses a substantial present or potential hazard to human health or the environment. Contractor reserves the right to define materials that do not meet its waste acceptance guidelines as hazardous or special wastes.
- E. **Recyclable Material:** The term “recyclable material” is defined as material produced from residential households that includes newspaper, cardboard, metal cans, plastic containers, paper bags, magazines, boxboard, aluminum and any other materials that may be deemed by Contractor as recyclable in the future.
- F. **Yard Waste:** The term “yard waste” is defined as brush, tree trimmings, grass clippings and leaves and excludes rocks, dirt, sod, animal waste, plastic or metal edging.
- G. **Bulk Items:** Bulk items may include, but are not limited to, household waste, typically of a large or bulky nature, such as: furniture, bed springs, mattresses, appliances, exercise equipment and bicycles. Items still containing Freon will require an additional charge.
- H. **Street-Side:** Refers to that area within arm’s reach of the edge of the traveled path of public streets.
- I. **Residential Household:** The term “residential household” shall mean a single-family occupied dwelling within the limits of City of Mt. Pleasant. Dwellings with three (3) or fewer



separate dwellings connected into one building will count as separate residential households. Multi-family residential apartments of four (4) or more are considered commercial buildings and owners are responsible for contracting separately for solid waste collection services.

- J. Residential Billing: The term “residential billing” shall mean Contractor will bill Residents for services.

GENERAL DESCRIPTION OF WORK

It is the intent and purpose of the Contractor to provide comprehensive service for the collection, removal, hauling and disposal of waste, recycling and yard waste from residential households within the City of Mt. Pleasant.

RESIDENTIAL WASTE COLLECTION

Once each week, Contractor will collect properly prepared and placed waste from each occupied residential dwelling within the City in which the Resident has signed up for service.

The right to provide such collection services to residential households in the service area shall be exclusive to the Contractor. The City agrees to assist the Contractor in taking timely action against any entity violating the provisions of this section.

In the event an additional collection service request is not listed, such charges shall then be established by the Contractor.

RESIDENTIAL RECYCLING COLLECTION

Once every other week, Contractor will collect properly prepared and placed recycling from each residential dwelling within the City in which the Resident has signed up for service.

RESIDENTIAL YARD WASTE COLLECTION

Once each week from April through November, Contractor will collect properly prepared and placed yard waste from each residential dwelling within the City in which the Resident has signed up for service.

COLLECTION SCHEDULE

Contractor will complete all collections for residential waste services once per week, recycling services once every other week and yard waste once per week between April and November, between the hours of 7:30 AM and 8:00 PM within the City, except for the interruptions due to holidays or acts of God (weather, etc.). All waste, recycling and yard waste must be properly placed street-side for collection no later than 6:00 AM on the scheduled day of collection.



COLLECTION ROUTES AND SERVICE DAYS

With City approval, Contractor may alter routes to best fit its operations and modify service days or divide the City into sections and provide for collections on multiple days during the week. Contractor will send communication to Residents prior to a change.

The Contractor shall submit detailed route maps to the City at least 60 days prior to the Start of Service. Any subsequent changes of routing after the start of service must be submitted to the City 30 days prior to implementation.

INTERRUPTED COLLECTION SCHEDULE

No collection of waste, recycling or yard waste will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. When the holiday falls on or before the regular collection day, services will be collected one day later. If the holiday falls on a Saturday or Sunday, the collection schedule will not change. Contractor will maintain a diligent plan to communicate and provide reminders for any changes or delays in schedule due to holidays, weather, etc. Service may also be interrupted/delayed due to acts of God, (storms, lightning, wind, snow, ice, etc.). The City will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor shall be hauled to Granger Wood Street Landfill at 16500 Wood Road, Lansing, Michigan, or Granger Grand River Avenue Landfill at 8550 W Grand River Hwy, Grand Ledge, Michigan. The Contractor shall assume payment of all related costs/fees, including all tipping fees. The Contractor reserves right to dispose of solid waste at alternate licensed disposal sites and to use transfer stations for intermediate handling of materials.

RECYCLING PROCESSING

Material collected through the residential recycling service will be delivered for processing to the nearest facility capable of processing the material at an agreeable rate for the Contractor, in line with current industry rates. The Contractor shall assume payment of all related cost/fees, including all tipping/processing fees.

WASTE ACCEPTANCE

The City recognizes that the Contractor will collect only items of waste as acceptable to federal laws, state laws, local ordinances and Contractor's waste acceptance guidelines. Contractor reserves the right to refuse to collect waste that does not conform to federal laws, state laws, local ordinances (including the City code) and Contractor's waste acceptance guidelines. The Contractor shall not be required under this contract to collect any hazardous or special waste.



CONTRACTOR WASTE ACCEPTANCE GUIDELINES

A. Prohibited Wastes:

The following prohibited wastes cannot be accepted under any condition or from any source:

- Hazardous or toxic waste, as defined by local, state or federal laws or regulations (Hazardous wastes are materials that are ignitable, corrosive, reactive or toxic, as well as listed wastes such as pesticides, herbicides, solvents and their containers.)
- Hazardous waste containers/labels
- Explosives, ammunition and firearms
- Low-level radioactive waste and radioactive labeled containers (including, but not limited to, TENORM)
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Lead acid batteries
- Rechargeable batteries of any type
- Liquid wastes (or free liquids)
- Sewage and septic waste
- Oil-based paint
- Used oil
- Hot ashes (including, but not limited to, cigarette paraphernalia, hot coals and/or wood)
- Materials that adversely affect the liner of leachate system

B. Conditionally Prohibited Wastes:

The following conditionally prohibited wastes can be accepted if the specific conditions indicated are met:

- Appliances containing Freon (Freon must be removed by a qualified person and have certificate of removal)
- Asbestos (requires proper packaging, handling and manifest)
- Empty drums (must be clean and crushed)
- Medical waste (decontaminated or packaged as required)
- Whole motor vehicle tires (must be cut in half)
- Yard clippings or yard waste (diseased or invasive)

C. Special Wastes

The following special wastes can be accepted if the specific conditions indicated are met:

- Latex or acrylic household paint (must be in non-liquid form)
- Oil filters (must be drained for 24 hours)



WEEKLY RESIDENTIAL WASTE LIMITS

Contractor will collect waste according to the following limits:

<u>Waste Service Type</u>	<u>Limits</u>
96-Gallon Cart Trash Service.....	Ninety-six (96) gallon Granger cart [approximately four (4) to five (5) bags, weight limit of two hundred (200) pounds] <i>*Personal containers will not be serviced.</i>
65-Gallon Cart Trash Service.....	Sixty-five (65) gallon Granger cart [approximately two (2) to three (3) bags, weight limit of two hundred (200) pounds] <i>*Personal containers will not be serviced.</i>

Residents utilizing the ninety-six (96) gallon cart service may occasionally place up to three (3) extra bags to be serviced on the outside of their cart. Any bags on the outside of the cart will be charged a \$2.00 fee per bag. Bags are to be no larger than thirty (30) gallons and weigh no more than thirty (30) pounds. Service with a sixty-five (65) gallon cart does not allow bags on the outside and Contractor will not collect the bags. Personal containers will not be serviced.

EVERY OTHER WEEK RESIDENTIAL RECYCLING LIMITS

Contractor will collect recycling according to the following limits:

<u>Recycling Service Type</u>	<u>Limits</u>
Ninety-six (96) Gallon Cart Recycling Service.....	Ninety-six (96) gallon Granger cart only <i>*Personal containers will not be serviced.</i>

WEEKLY RESIDENTIAL YARD WASTE LIMITS

Contractor will collect yard waste according to the following limits:

<u>Yard Waste Service Type</u>	<u>Limits</u>
6 Bag Yard Waste Service.....	Six (6) yard waste bags and/or six (6) bundles <i>*Personal containers will not be serviced.</i>

Yard waste bags and bundles should weigh no more than thirty (30) pounds each. Brush and tree trimmings should be no longer than four (4) feet, and less than two (2) inches in diameter. Brush and tree trimmings should be tied with twine into bundles no larger than twelve (12) inches in diameter.



ADMINISTRATIVE SERVICES

Contractor will supply a person of contact from the company to respond to complaints and act as a liaison to the City. Contractor will respond to requests/complaints within forty-eight (48) hours of notice from City representatives.

BILLING AND CUSTOMER SERVICE:

Contractor will manage all billing, customer inquiries, changes in services and related customer services. Residents will be required to sign up for service using Granger's website, www.grangerwasteservices.com or by phone. During signup, they will be prompted to create an account in Granger's Customer Portal, which they may use to conveniently view service information, pay bills and perform other account management tasks. Contractor may assess an administrative fee for mailing of invoices. Residents who don't require service for a temporary period of at least two months may place their service on seasonal hold once per year.

CONTAINERS

- A. Residential Waste: Contractor will provide ninety-six (96) gallon and sixty-five (65) gallon waste containers for Residents at no additional charge. Personal containers will not be serviced.
- B. Residential Recycling: Contractor will provide ninety-six (96) gallon recycling container for residents at no additional charge. Personal containers will not be serviced.
- C. Location of Containers: All containers and bags shall be placed street-side by the Resident for collection. All containers and bags shall be placed as close to the roadway as practicable, without interfering with or endangering the movement of vehicles or pedestrians. Containers will be returned street-side upright and in similar location after service, except in instances in which weather or traffic could potentially move empty containers into the roadway causing a hazard. In these instances, the containers will be placed on their side or in a similar fashion to help prevent a hazard. In snowy, windy or other inclement conditions, Contractor may place containers on their side or in a similar fashion. City will work with Contractor to solve issues with streets or alley locations that are blocked by snow, tree limbs, vehicles, construction, etc.
- D. Front of House Service: Due to safety issues, Contractor will not provide service described as "back door" or "rear yard" service. However, for Residents with significant physical limitation, as determined by the Contractor, Contractor will service waste or recycling from the front of the house, provided that the containers or bags are clearly and easily visible from the street, and in the opinion of Contractor, the driveway or pathway is not unduly long or unsafe. Contractor will not enter buildings or enclosures to collect.
- E. Condition of Containers: All containers for waste collection and recycling collection remain



the property of the Contractor, and will be repaired or replaced by the contractor due to normal wear and tear and damage caused by Contractor. For lost containers or damages not caused by Contractor, Resident will be required to pay a fee of \$65 per cart for repair or replacement. Residents are responsible for cleaning carts as needed/desired. Contractor will not replace or exchange containers due to cleanliness or odor. Resident-owned containers are prohibited from being used for Granger service.

- F. Additional Containers:
Residents may contact the Contractor to request additional trash or recycling carts. Any additional carts will be billed to the Resident at contractual rates.
- G. Removal of Containers:
If resident moves, container(s) will be left on site by Contractor for new Resident or City DPW can collect.

TERM AND TERMINATION

- A. Initial Term: The initial term of this agreement is five (5) years, commencing on January 1, 2025, and ending December 31, 2029.
- B. Price Adjustments and Renewal: This agreement may be renewed upon the mutual agreement of the parties herein. Any price adjustments for any renewal terms shall be negotiated by mutual agreement of the Contractor and City.
- C. Material Breach of Agreement: In the event of a material breach or material default in the performance of any covenant or obligation of the City or Contractor under this Agreement, which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default [or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner], the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default or termination of this Agreement, each party shall have available all remedies in equity or at law.

FORCE MAJEURE

- A. Neither the Contractor nor the City shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulations, fine, act of God or other similar contingency beyond the reasonable control of the Contractor or City.



INSURANCE

- A. The Contractor shall, prior to service commencing, obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements, and shall provide to the City a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The City shall be named as an additional insured on the policy.

Insurance Endorsement	Limits Required
(1) Workman's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$1 million
(4) Property Damage Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$2 million
(5) Automobile	
(a) Bodily Injury	\$1 million each occurrence
(b) Liability	\$1 million each occurrence
(6) Automobile Property Damage	
(a) Liability	\$1 million each occurrence

- B. Proof of Liability Insurance: The Contractor shall furnish to the City a copy of the policy or policies covering the work, as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with the City. The City must be listed as an additional insured.

INDEMNITY

To the extent permitted by law, the City agrees to indemnify, hold harmless and defend Contractor and its subsidiaries, officers, agents, representatives and employees (each a "Granger Indemnified Party") from and against any and all costs, damages or liability any Granger Indemnified Party may incur as a result of bodily injury (including death), property damage or violation or alleged violation of law, arising out of or in connection with (i) any Unacceptable Waste or (ii) the City's negligent acts or omissions or willful misconduct.

To the extent permitted by law, the Contractor agrees to indemnify, hold harmless, and defend the City, its commissioners, officers, agents, representatives and employees (each a "City Indemnified Party") from and against any and all costs, damages or liability any City Indemnified Part may incur as a result of bodily injury (including death), damage to property, or violation or alleged violation of law, arising out of, or in connection with Contractor's negligent acts or omissions or willful misconduct in the performance of the work described herein.



Notwithstanding anything to the contrary in this Agreement, the Contractor shall have no obligation to indemnify any City Indemnified Party to the extent any costs, damages or liability arises out of, or in connection with (i) any City Indemnified Party's negligent acts or omissions or willful misconduct, or (ii) Unacceptable Waste. In no event shall the Contractor's aggregate liability arising out of or related to a claim for indemnity under this Section exceed the aggregate amounts paid or payable to the Contractor pursuant to this Agreement in the 3-month period preceding the event giving rise to the claim. Any claim for indemnity under this Section shall either be asserted in writing against the indemnifying Party within 3 months of the event giving rise to the claim, or shall be barred.

In no event shall either party be liable for loss of use, revenue or profit; diminution in value; or for consequential, incidental, indirect, exemplary, and special or punitive damages. In no event shall Contractor's aggregate liability arising out of or related to this agreement exceed the aggregate amounts paid or payable to Contractor pursuant to this agreement in the 3-month period preceding the event giving rise to the claim.

COMPENSATION AND PAYMENT FOR RESIDENTIAL SERVICES

For the period commencing January 1, 2025, and ending December 31, 2029 (the initial term), Residents will be billed using the rates in Table A.

TABLE A: RESIDENTIAL BILLING for Residential Waste, Recycling and Yard Waste Services (3.0% annual increase)

SERVICE	FREQUENCY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		1/1/25	1/1/26	1/1/27	1/1/28	1/1/29
		- 12/31/25	- 12/31/26	- 12/31/27	- 12/31/28	- 12/31/29
MONTHLY RATE PER CART						
96-gallon trash service	Weekly	\$9.76	\$10.05	\$10.35	\$10.67	\$10.99
65-gallon trash service	Weekly	\$8.78	\$9.04	\$9.32	\$9.60	\$9.89
96-gallon recycling service	Every other week	\$3.16	\$3.25	\$3.35	\$3.45	\$3.55
MONTHLY RATE (billed April - November)						
6-bag yard waste service	Weekly (April - November)	\$9.39	\$9.67	\$9.96	\$10.26	\$10.57



HOUSEHOLD COUNT

Rates are quoted with the understanding that Contractor will have the exclusive right to serve residential customers.

PAYMENT SCHEDULE

Residents will be invoiced monthly, in advance, for all services.

NON-PAYMENT

Contractor will use best efforts to collect balances owed from Residents. Contractor reserves the right to use a third-party professional collection agency (including credit reporting) to collect balances. City agrees to help Contractor, to the best of its ability, with updated records and contact information for Residents who move from the City without paying Contractor. After sixty (60) days from the date of the invoice of non-payment, Contractor may cease servicing Resident. Residents not serviced due to non-payment will be responsible for compliance with City ordinances and codes regarding trash collection. Contractor shall not reasonably refuse to reactivate collection services after payment of full past due balances. City and Contractor agree that the City shall not be responsible for the payment of Residents' delinquent accounts.

BULK ITEMS

For the period commencing January 1, 2025, and ending December 31, 2029, (the initial term), Residents of the City are to contact Contractor to schedule and prepay for bulk removal with a minimum 48-hour notice prior to service. For the duration of the contract, the Resident will pay Contractor's bulk and extra item rates to the Contractor. Bulks are to be scheduled and prepaid with Contractor for removal. Bulks will not be removed if not scheduled and prepaid with Contractor. Residents should use the Contractor Portal for scheduling and payment. Any Resident who is unable to use the Contractor Portal may call to schedule and pay for a bulk removal. Contractor's bulk rates can be found in Table B.

TABLE B: Bulk & Extras Rates

ITEM	RATE
LARGE BULK (e.g., couch, recliner, treadmill, washer, etc.)*	\$25.00 per item
SMALL BULK (e.g., car seat, child's bicycle, vacuum, etc.)	\$10.00 per item
CARPET or PADDING ROLL—no longer than 4' and no more than 12" diameter	\$4.00 per section
FREON CHARGE (if Freon is removed by a professional and the sticker is affixed to the appliance, the fee will be waived.	\$20.00 per appliance

**Residents will be charged \$25.00 per section for sectional couches.*



ADDITIONAL FEES

In addition to the rates listed, Contractor will be entitled to pass through to and collect from Residents any supplemental collection or disposal costs, taxes or surcharges incurred by Contractor as a result of mandated changes in local, state or federal laws; regulations; bylaws; or ordinances relating to the collection and disposal of waste and/or recycling materials.

The quoted rates include all fuel costs with no additional fuel surcharge. In the event that the cost of diesel exceeds \$4.00 per gallon continuously for three (3) consecutive months, Contractor reserves the right to charge the Resident a fuel surcharge per service for each month the price is above \$4.00 per gallon. Pricing shall increase \$0.01 for each \$0.04 increase in diesel fuel above the \$4.00 per gallon. There will be no adjustments for fuel below the base amount. The price of diesel fuel shall be determined from the U.S. Department of Energy website using the Midwest Index at the following (or any successor) website: www.eia.gov/petroleum/gasdiesel/.

For example, if the cost of diesel fuel is \$4.40/gallon, the fuel surcharge would be \$0.10 per service per month above the \$4.00 per gallon base rate.

SPILLAGE

- A. Granger makes every effort to handle and transfer waste from one receptacle to the other and to ensure it is secure during transport.
- B. If any release of liquid wastes or oils of one gallon or greater in aggregate occurs from Contractor vehicle, Contractor will mobilize cleanup. Provided the liquid release or spill is the result of a driver mistake or vehicle mechanical failure, such spills will be remediated by Contractor at its sole expense. However, if the spill results from the disposal of prohibited materials or damage sustained at an unsecured site (e.g., a location under construction), Contractor reserves the right to seek reimbursement from the responsible party(ies). All cleanup responses will be documented, and a report can be provided to the City upon request.
- C. If there is a spill from a Contractor vehicle, regardless of how it originates, Contractor will take the lead in remediation response. In accordance with industry best practices, Contractor's goal will be to complete the cleanup within 24-hours of discovery. However, cleanup effort depends on the magnitude of the release, its location and resources impacted. Therefore, Contractor cannot commit to a definitive timeline for cleanup or finalization of a report. However, Contractor commits to the following:
 - Mobilizing a response within three hours of discovery
 - Notifying the City within two hours of discovery
 - Immediately notifying the City upon confirming the release has entered surface water, storm sewers or groundwater
 - Providing all reports to the City upon request



- D. Contract keeps accurate records of each liquid release resulting in cleanup efforts and will make such records available to the City, as requested. Contractor expressly acknowledges that in the event of a liquid release resulting from a driver's mistake or a vehicle mechanical failure, Contractor takes sole responsibility for cleanup and for any violations of applicable laws.

FRANCHISE FEE

During the term of the contract, the Contractor shall pay to the City a Franchise fee for the privilege of engaging in the business of collecting, transporting and disposing of residential solid waste kept, accumulated or generated in the city.

The Contractor shall pay to the City a 10% franchise fee based on the total gross residential solid waste collection revenues received from customers covered under the Agreement. Franchise fees shall be payable monthly and due on the first day of the second month immediately following the month in which collection services were provided. A report detailing the number of customers and services provided will accompany this payment.

If the Franchise fees are not paid by the Contractor at the times required by this Section, then in addition to the Franchise fee, the Contractor shall pay a late payment charge in an amount equal to 2% of the Franchise fee that is due, plus interest equal to one and one-half percent (1.5%) for each month in which the Franchise fee was not paid on time.

INFORMATION AND DOCUMENTS

The Contractor shall file and keep current with the City all documents and reports required by this Agreement. By February 1 of each year this Agreement is in effect, the Contractor shall ensure and certify to the City that all required documents including, but not limited to, certificates of insurance, audits are current and on file with the City.

NON-DISCRIMINATION

- A. Contractor agrees not to discriminate against any qualified employee of Contractor or qualified applicant for employment with Contractor on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation or weight.
- B. Contractor shall, when utilizing subcontractors, require said subcontractors to include an identical non-discrimination provision in subcontracts.
- C. Contractor agrees not to discriminate against any Resident on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation or weight.



VENUE

This agreement shall be interpreted under the laws of the State of Michigan. Any and all claims, disagreements, lawsuits, actions, litigation and disputes shall be heard in the Clinton County, Michigan, courts.

SEVERABILITY

If any part of this agreement is determined to be invalid, the remaining sections remain in full force and effect.

MODIFICATION

This agreement may not be modified except in writing and signed by both parties herein.

TERMINATION

In addition to the paragraph entitled "Material Breach," in the event the Contractor should be adjudged bankrupt, make a general assignment for the benefits of Contractor's creditors, if a receiver is appointed to Contractor for purposes of insolvency or if the Contractor disregards the laws of the State of Michigan or disregards the ordinances of the City, the City may, without prejudice to any right or remedy, terminate this contract upon thirty (30) days' notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above stated.

ATTEST:

CITY OF MT. PLEASANT

By: _____

Amy Perschbacher
Its: Mayor

Date: _____

Date: _____

ATTEST:

GRANGER WASTE SERVICES

By: _____

Todd J. Granger
Its: Secretary

Date: _____

Date: _____

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CHAPTER 50: SOLID WASTES

Section

- 50.01 Definitions
- 50.02 Accumulation of solid waste
- 50.03 Unauthorized dumping and littering
- 50.04 Prohibited wastes
- 50.05 Anti-scavenging provisions
- 50.06 Refuse ~~and reeyliner~~ recycling pre-collection requirements
- ~~50.07 City refuse bag and tag specifications~~
- ~~50.08 City refuse cart specifications~~
- ~~50.09~~ 50.07 Commercial refuse container specifications
- 50.10 Authority, costs, notice to remove solid waste
- 50.11 Source separation of recyclable materials
- 50.12 Material collection licenses
- 50.13 Rules and regulations
- 50.14 Enforcement
- 50.15 Participation in recycling collection service

- 50.99 Penalty

Cross-reference:

Municipal Utilities, see Charter Art. XII

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUILDING. A structure used in whole or in part for human habitation, manufacturing, sales, and other purposes.

CITY MANAGER. The Manager of the City of Mount Pleasant.

COLLECTION CART. A specified container provided by the franchised hauler as a container for residential refuse.

CITY REFUSE BAG. A bag sold by the city as a suitable container for the purposes of residential refuse collection.

CITY REFUSE CART. A city specified cart provided by the city's designated refuse collector as a container for a multi-family dwelling consisting of three or less units, rooming house, and condominium development refuse.

CITY REFUSE TAG. A tag sold by the city which may be attached to an acceptable refuse container for the purposes of residential refuse collection.

COMMERCIAL REFUSE. Solid waste collected in commercial refuse collection.

COMMERCIAL REFUSE COLLECTION. Refuse pickup from all commercial, business, institutional and multi-unit residential establishments which regularly generate in excess of one cubic yard of solid waste per week.

COMMISSION. The Mount Pleasant City Commission.

COMPOST. An accumulation of lawn debris, yard waste, coffee grounds, tea leaves, raw vegetables or fruit scraps, in a

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form suitable for composting.

CONDOMINIUM ASSOCIATION. Representative group of property owners who have legal authority to manage the assets of a condominium development.

CONDOMINIUM DEVELOPMENT. Those legal real estate ownership arrangements as defined by Michigan statute the Condominium Act 59 of 1978 as amended M.C.L.A. § 559.101.

CONSTRUCTION AND DEMOLITION DEBRIS. Refuse which is incidental to construction, renovation or demolition of buildings, other structures or appurtenances on a premise.

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CONTAINERS OR RECEPTACLES - COMMERCIAL. Durable, water-tight containers or dumpsters with tight-fitting covers meeting National Solid Waste Management Association, American National Standards Institute, and Consumer Products Safety Commission requirements as applicable to design, application and safety.

CONTAINERS OR RECEPTACLES - RECYCLING. Sturdy, lightweight and identifiable containers for the storage and placement of recyclable materials at curbside. ~~Every newly constructed residence in the city shall receive, at no charge, one storage container. Replacement containers shall be available to residents of the city at cost at a city designated site.~~

CONTAINERS OR RECEPTACLES - RESIDENTIAL. ~~Plastic bags or can liners closed by drawstrings or twist ties, and containers constructed of a permanent material such as steel, aluminum, or plastic with tight fitting covers, which, if lifted manually shall have a capacity of no less than five or no more than 34 gallons, and the gross weight with contents shall not exceed 50 pounds.~~

CURBSIDE RECYCLABLES COLLECTION. The collection of recyclable materials at the point of generation by a ~~designated collector or franchised hauler of the city~~ on a regularly scheduled basis.

DESIGNATED COLLECTOR. ~~A licensed collector who has been awarded a contract within the city to collect refuse, leaves, yard waste and/or recyclable materials.~~

FERROUS METAL CONTAINER. Those non-aluminum food containers which are commonly referred to as tin cans.

FRANCHISE HAULER. ~~Service provider selected by the City to perform collections services that are structured to support the City's solid waste ordinance as required to protect the public health, safety, and welfare.~~

GENERATOR. A person, business, or commercial establishment generating solid waste.

GLASS CONTAINER. All containers made from silica or sand, soda ash and limestone, the product being transparent or translucent and being used for packaging or bottling of various matter and all other material commonly known as glass, excluding, however, blue glass, flat glass, plate glass and glass commonly known as window glass, and other types as designated by the Material Recovery Facility Board (MRF).

HAZARDOUS WASTE. Hazardous waste as defined in Public Act 64 of 1979, being M.C.L.A. § 324.11103, as amended, and as identified in administrative rules and promulgated pursuant to said Act by the Director of the Michigan Department of Natural Resources.

LEAF COLLECTION SEASON. ~~A period during the fall of each year as scheduled by the City Manager or designee during which a leaf collection service is provided in specified areas of the city.~~

LEAVES. Deciduous and coniferous seasonal deposition.

LICENSED COLLECTOR. A collection agent who has received a material collection license from the city.

MATERIAL COLLECTION LICENSE. A license issued by the city to a collection agent for the purpose of providing a specified type of refuse, yard waste and/or recyclable material collection service.

MRF. The material recovery facility as operated by the County of Isabella and the City of Mount Pleasant.

MULTI-FAMILY DWELLING. The same as multi-family dwelling as defined by §152.004 of the Mount Pleasant City Code, except as modified herein with regard to the number of dwelling units and the collection of solid waste.

NONRESIDENTIAL SITE OF GENERATION. Any site of generation other than a residential site of generation of four units or more.

PERSON. The owner, proprietor, occupant, or agent in charge of any premise.

PLASTIC CONTAINER. Any container made of one type or combination of types of plastics, for example, high-density polyethylene HDPE which is accepted for recycling by the MRF. The list of acceptable plastics is subject to review and change by the MRF Board.

PREMISES. A parcel of land within the city including the adjoining street right-of-way or legal easement, separated from adjacent parcels of land by legal description.

RECYCLABLE MATERIAL. Materials such as clean and uncontaminated newspaper, corrugated cardboard, magazines, computer ~~print-out~~ paper, office paper, glass containers, plastic containers, ferrous metal containers, ferrous metal, and aluminum containers or articles separated for the purpose of preparation for and delivery to a secondary market or other use. A list of acceptable recyclables shall be kept on file at all times at the Division of Public Works office. This list may change subject to approval of the material recycling board.

RECYCLING FACILITY. A facility designed and operated to recover or process recyclable materials for the purpose of

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conversion into raw materials or new products. This term does not include sanitary landfills, solid waste transfer facilities, and municipal solid waste incinerators provided, however, a recycling facility may be located on the same site as a landfill, transfer facility, or incinerator.

REFUSE. The same meaning as solid waste.

REFUSE CART. A specified container provided by the City's designated refuse collector as a container for residential refuse.

RESIDENTIAL REFUSE. Solid waste collected in residential refuse collection.

RESIDENTIAL REFUSE COLLECTION. Refuse pickup from residential buildings.

RESIDENTIAL SITE OF GENERATION. Any site of generation containing three residential dwelling units or less.

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ROOMING HOUSE REFUSE. Solid waste collection in residential rooming house refuse collection.

ROOMING HOUSE REFUSE COLLECTION. Refuse pickup from rooming houses that have been defined in accordance with the city Housing Licensing Code ordinance number 592 (See Chapter 152).

SITE OF GENERATION. Any premises in or from which solid waste is generated by any person.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1056, passed 7-27-20)

§ 50.02 ACCUMULATION OF SOLID WASTE.

(A) ~~(1) No owner or occupant of a residential dwelling unit or commercial establishment person shall accumulate or maintain, or allow the accumulation of maintenance, shall permit the accumulation of refuse upon a residential or commercial premise for a period in excess of six days more than six days.~~

~~(2) REPEAT OFFENDERS, defined as offenders that have a documented history of receiving three or more notices of violation or municipal civil infractions within a year, will only have two days to correct the violation.~~

(B) Leaves, yard waste and vegetable waste may be stored for composting purposes in a manner which will not harbor rodents or become a public nuisance.

(1) Compost piles shall be located only in a rear or side yard, a minimum of three feet from any lot line and 20 feet from any residence located on adjacent property.

(2) No single compost pile and compost bin shall exceed five feet in height and 125 cubic feet in volume. On lots smaller than 8,000 square feet, the total volume of compost shall not exceed 125 cubic feet.

(3) Compost may contain only lawn debris, yard waste, coffee grounds, tea leaves, raw vegetables or fruit scraps in a form suitable for composting. Compost shall not contain meat, poultry, fish, dairy products, manure, oils, fats, or any of the permitted items in a form unsuitable for composting.

(4) Compost piles and compost bins shall be constructed and maintained to prevent the attraction and harborage of rodents and pests and to prevent unpleasant odors.

(5) Compost piles and compost bins which constitute a nuisance may be abated in accordance with an applicable nuisance abatement procedure set forth in the city code.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1063, passed 11-23-20) Penalty, see § 50.99

§ 50.03 UNAUTHORIZED DUMPING AND LITTERING.

No person's refuse or trash shall be placed or left upon or in any street, right-of-way, alley, container or other property on any premise, public or private, without the permission of the owner, proprietor, occupant, or agent in charge of that premise.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.04 PROHIBITED WASTES.

(A) No person shall place in any container or receptacle any material that might endanger the collection personnel or which would be detrimental to the normal operation of collection or incineration, for example: hazardous household chemicals or waste, medical waste including sharps (needles), gaseous, solid, or liquid poisons, dead animals, ammunition, explosives, concrete, dirt, appliances, furniture, auto or equipment parts, or any material that possesses heat sufficient to ignite any other collected materials.

(B) No person shall be permitted to place leaves or yard waste in a refuse container for the purposes of refuse collection, removal or disposal.

(C) No person shall be permitted to place recyclables as defined in §50.01, in a refuse container for the purpose of refuse collection, removal or disposal.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.05 ANTI-SCAVENGING PROVISIONS.

No person shall take, collect, or transport any refuse, leaves, yard waste or recyclable material from any street right-of-way, alley or refuse dumpster of this city without a material collection license authorizing such activity. However, this section shall not apply to authorized city officials, including police officers, acting within the scope of their official duties, or residents when participating in a city authorized reuse program.

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(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.06 REFUSE AND RECYCLING PRE-COLLECTION REQUIREMENTS.

(A) *Residential.*

~~(1) *Single-family residential sites of generation.* All single-family residential sites of generation, must use the city's designated franchise hauler, residential refuse collection services. Residential refuse must be placed in a city refuse bag or a residential container with a city refuse tag attached.~~

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~~(2) Multi-family residential sites of generation – three or less dwelling units.~~

~~(1) Single-family residential sites of generation. All single-family residential sites of generation must use the city's designated franchise hauler.~~

~~(a)(2) Multi-family dwellings consisting of three or less dwelling units located in the same building, except for two-family dwellings under § 50.06(A)(3), must use the city's designated franchise hauler, residential refuse collection services. Residential refuse must be placed in a city refuse bag or a residential container with a city refuse tag attached. Multi-family dwellings consisting of three or less dwelling units located in the same building must use the city's designated franchise hauler.~~

~~(b) In addition to the use of city refuse bags and containers with a city refuse tag attached, multi-family dwellings consisting of three or less dwelling units located in the same building may choose to use city refuse carts subject to the requirements of § 50.08.~~

~~(3) Multi-family dwellings consisting of residential sites of generation – more than three dwelling units and certain two-family dwellings. The property owner of each multi-family dwelling consisting of more than three dwelling units located in the same building, two-family dwellings as defined in § 152.004 that are located in five or more residential buildings on a single parcel, rooming house, or the condominium association of a condominium development, or apartment complex shall be responsible for securing an approved method service from a licensed hauler of residential refuse and recycling collection, shall notify the DPW of the method selected on an annual basis, and shall be responsible for payment of bills associated with residential refuse collection. Changes to the method of collection are limited to once per calendar year. All dwelling units located in the same building, rooming house, or condominium development must use the same method for residential refuse collection. An approved method of residential refuse collection shall be by one of the following methods:~~

~~(a) 1. City's residential refuse collection services. Subject to the requirements of division (A)(3)(a)2. below, multi-family dwellings consisting of more than three dwelling units located in the same building, rooming houses, or condominium developments may use city refuse bags, containers with city refuse tags attached, or city refuse carts (subject to the requirements of § 50.08) for residential refuse collection.~~

~~2. The city's residential refuse collection contractor shall not collect refuse on private streets unless a waiver of liability is provided by the affected multi-family dwelling, rooming house, or condominium development. The liability waiver must release the city and the city's residential refuse collection contractor from any claims for damages to the private street, utilities, and pavement due to the operation of the refuse collection vehicle. The city's residential refuse collection contractor has the right to not operate on private streets if the streets are not constructed or maintained to allow safe operation of the refuse collection vehicle.~~

~~(b)(3) Collection by private refuse contractor. Multi-family dwellings consisting of more than three dwelling units located in the same building, rooming house, or condominium development, or apartment complex may contract with a licensed, private contractor to collect refuse.~~

~~(4) Other requirements applicable to all residential waste.~~

~~(a) There must be adequate open space in the public right-of-way or adjacent to a private street for collection to accommodate the number of city refuse carts, refuse containers, and/or city refuse bags generated by all residents of the dwelling unit without interfering with driveways, vehicular traffic, pedestrian traffic, or business traffic. The DPW shall have authority to make determinations regarding the adequacy of the open space for city refuse carts, refuse containers, or refuse bags and to designate the collection area. Residential refuse for collection that is not placed in the area designated by the DPW or not contained in a city refuse bag, a container with a city refuse tag attached, or city in a refuse cart, as applicable, will not be picked up.~~

~~(b) Contents of city refuse collection carts and refuse containers with lids placed for collection shall not exceed what can be reasonably placed within the cart or container and still allow the lid of the cart or container to be placed in a completely closed position. If the city refuse cart or refuse container does not have a lid, the contents shall not overflow the top of the cart or container. The gross weight of city refuse bags, city refuse carts or refuse containers with tags placed for collection shall not exceed 50 pounds for each bag, cart, or container. Each refuse container placed for collection shall not exceed 34-gallon capacity. Carts, containers or bags that do not meet these requirements will not be collected. If the city cart or residential container does not have a lid, the contents shall not overflow the top of the refuse container or cart.~~

~~(c) The property owner and tenant shall be responsible for ensuring that all refuse bags, containers and city refuse collection carts are placed at the designated collection area no earlier than 5:00 p.m. the night before collection and that containers and city refuse collection carts are removed from the designated collection area and front yard by midnight the day of collection. However, if the designated collection area is an alley, refuse containers and city refuse carts may be stored in the alley, provided they do not interfere with use of the alley. City Refuse Collection carts and refuse containers~~

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shall only be stored in garages, backyards or side yards ~~or in the alley if the alley is the designated collection area for the property~~ and out of sight from the street.

(d) Notwithstanding any provision to the contrary, if a dumpster is required for any dwelling unit for site plan approval, special use approval, other zoning approval, or by the zoning ordinance, then refuse collection shall be required pursuant to the approval provided and shall not be changed except by amendment pursuant to the site plan, special use, or other zoning approval.

(e) Special refuse, yard waste, hazardous waste, construction and demolition debris, and other prohibited waste as set forth in § 50.04, shall not be placed out for residential refuse collection.

~~(B) Commercial establishments.~~ Commercial establishments shall be responsible for securing an approved method of refuse and recycling collection and disposal. Approved methods shall be limited to arrangements with a licensed contractor, transport of an establishment's own refuse to a state approved disposal facility, or city refuse collection and recycling with permission

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~~(B) from the DPW-licensed haulers. Contents of refuse containers with lids placed for collection shall not exceed what can be reasonably placed within the container and still allow the lid of the container to be placed in a completely closed position. If the refuse container does not have a lid, the contents shall not overflow the top of the refuse container. Containers or bags that do not meet these requirements will not be collected.~~

(C) ~~Other refuse.~~ All special refuse, ~~yard waste~~ ~~yard waste~~, hazardous waste, construction and demolition ~~debris, and debris, and~~ other prohibited waste as set forth in § 50.04 shall be removed using a licensed contractor or otherwise disposed of in accordance with applicable state law and regulations.

(Ord. 745, passed 2-8-93; Am. Ord. 800, passed 6-23-97; Am. Ord. 809, passed 11-24-97; Am. Ord. 870, passed 3-11-02; Am. Ord. 905, passed 12-13-04; Am. Ord. 1001, passed 8-10-15; Am. Ord. 1056, passed 7-27-20) Penalty, see § 50.99

§ 50.07 CITY REFUSE BAG AND TAG SPECIFICATIONS.

~~(A) City refuse bags shall be of a distinctive color or material and printed with the city seal or other appropriate words which indicate to refuse collectors that the refuse bags are intended for residential refuse collection service.~~

~~(B) City refuse tags shall be of a distinctive color and printed with the city seal or other appropriate words which indicate to refuse collectors that when the tag is affixed to a refuse container it is intended for residential collection.~~

~~(C) Specifications for city refuse bags and tags and their use, and any future changes to those specifications shall be developed in accordance with § 50.13 of this chapter. These specifications shall include, but shall not be limited to, the materials used and the content of printed information.~~

~~(D) The city refuse bags and tags shall be sold at a price determined by resolution of the Commission.~~

~~(E) The city or its authorized representative may sell city refuse bags and tags to individuals and/or to retail sales establishments. Participating sales establishments shall sell city refuse bags and tags for not more than the maximum price specified by the Commission. However, the appropriate sales tax may be charged by the retail establishment if so required by state or federal law.~~

~~(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1056, passed 7-27-20)~~

§ 50.08 CITY REFUSE CART SPECIFICATIONS.

~~(A) City refuse carts shall be of a distinctive color or design and shall be marked to make them recognizable as containers that are intended for residential refuse collection service.~~

~~(B) Specifications for city refuse carts and their use, and any future changes to those specifications shall be developed in accordance with § 50.13 of this chapter.~~

~~(C) City refuse carts, if permitted for use by this chapter, shall be provided by the designated refuse collector as part of multi-family dwellings, rooming houses, and condominium developments refuse collection services.~~

~~(D) The price for the city's residential refuse collection services using city refuse carts will be determined by resolution of the Commission and will be billed monthly. Refuse collection services using city refuse carts shall be in the property owner's name and not in the name of any tenant.~~

~~(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1056, passed 7-27-20)~~

§ 50.09 COMMERCIAL REFUSE AND RECYCLING CONTAINER SPECIFICATIONS.

(A) All container units used for commercial refuse collection shall be kept clean and in good repair.

(B) The property owner of each commercial establishment is responsible for maintaining sanitary conditions in and around the ~~refuse~~ container.

(C) The lid and side doors of all commercial collection containers shall be kept closed. No ~~material~~ refuse shall be placed beside or on top of a ~~refuse~~ container.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.10 AUTHORITY, COSTS, NOTICE TO REMOVE SOLID WASTE.

(A) The City Manager or designee is authorized to notify, in writing, the owner and/or tenant(s) of any premises to remove solid waste found to be in violation of § 50.02. Such notice shall be by hand delivery or certified mail, addressed to said owner and/or tenant(s). If the owner and/or tenant(s) cannot be located, or if the notice is returned as undeliverable, the notice shall be posted upon the premises addressed to the last known owner.

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(B) If solid wastes are not removed from the premises within six days after the date of mailing or posting of such notice, or if the solid waste is located within an abutting public right-of-way, the owner and/or tenant(s) of the premises shall be subject to penalties as set forth in § 50.99. The City Manager or designee is authorized to pay for the removal of the solid waste or to order the removal by the city or its designated agent.

(C) When the city has effected the removal of such solid waste or has paid for its removal, the actual cost thereof, plus accrued interest at a rate of 1% per month from the date of removal shall be charged to the owner of the premises. If

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payment is not received, the cost plus accrued interest will be added to the next regular tax bill forwarded to such owner by the city, and said charge shall be due and payable at the time of payment of such tax bill.

(D) Where cost of removal is not paid by an owner within 60 days after the removal of such solid waste as set forth in divisions (B) and (C) of this section, then the City Manager or designee shall cause to be recorded in the Treasurer's Office the date and premises on which removal was done. The recording of such statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest until final payment has been made and shall be collected in the manner provided by law for collection of taxes; further, the total amount shall be subject to a delinquent penalty of 1% per month in the event same is not paid in full on or before the date of the tax bill upon which said charge appears becomes delinquent; said sworn statements recorded in accordance with the provisions hereof shall be notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the premises described in the statement that the same is due.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 947, passed 4-13-09)

§ 50.11. SOURCE SEPARATION OF RECYCLABLE MATERIALS.

(A) Procedure.

(1) Separation of recyclables and placement or removal from residential sites of generation.

(a) All persons living in residential sites of generation shall separate recyclables from all other solid waste produced by such household. Such recyclable material shall be placed commingled in a designated storage container and placed at curbside for collection on the same day as the other solid waste is collected.

~~(b) The city recycling collection contractor shall not collect recyclable materials on private condominium streets unless a waiver of liability is provided by the affected condominium association. The liability waiver must release the city and the city recycling collection contractor from any claims for damages to the condominium streets, utilities and pavements due to the operation of the recycling collection vehicle. The city recycling collection contractor has the right to not operate on private condominium streets if the streets are not constructed to allow safe operation of the recycling collection vehicle.~~

~~(e)(b)~~ Violations of this section shall result in penalties being assessed as provided in §50.99 of this chapter.

(2) *Preparation of recyclable materials.* Glass, plastic and metal recyclables shall be clean, and all contents shall be removed therefrom, prior to placement at curbside for collection. Non-metal caps shall be removed from glass recyclables; all caps shall be removed from plastic recyclables; ~~and labels shall be removed from metal recyclables~~ prior to placement for collection. Ferrous metal containers and plastic containers shall be flattened prior to placement for collection. ~~Newspapers and fibrous materials shall be bundled and placed on top of the recycling bin.~~

(B) *Exceptions and variances.* In cases of extreme hardship, or practical difficulties, the City Manager or designee may, upon receipt of a written request, authorize variances to this chapter's requirements regarding separation, points of collection and collection frequency.

~~(C) Fees. Fees to be assessed for the service of curbside collection of recyclables shall be set by resolution of the Commission.~~

~~(D)(C)~~ Responsibilities of collectors.

(1) The ~~designated collector~~ franchised hauler shall make available to all residential sites of generation within the city the service of collecting recyclable materials which are separated from solid waste prior to collection.

(2) Any licensed collector shall make available to all customers owning or operating a nonresidential site of generation within the city the service of collecting recyclable material after separation from the solid waste by the customer. Upon collection of any source separated recyclable material from a nonresidential site of generation, the licensed collector shall deliver the recyclable material to the MRF or another facility designed and operated to process the material into raw materials or new products, provided that the facility is consistent with the Isabella County Act 641 Plan.

(3) Any licensed collector shall not collect any solid waste from a residential site of generation unless all recyclable materials and yard waste have been separated from the solid waste prior to collection.

(4) If a vehicle of a licensed collector is used to collect or transport solid waste and either recyclable materials, or yard waste, or both, from any site of generation (residential or nonresidential), the waste hauler shall transport the solid waste, recyclable materials, and yard waste each in separate compartments of the vehicle for delivery and disposal.

(5) A licensed collector shall deliver all source-separated recyclable materials collected from a site of generation within the city to the MRF. No waste hauler shall deliver source-separated recyclable materials collected from a site of generation within the city, to any disposal site other than the MRF or a recycling facility designated by the city.

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(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.12 MATERIAL COLLECTION LICENSES.

~~(A)~~—No person or organization shall engage in the business of collecting or disposing of refuse, leaves, yard waste, or recyclable material without first obtaining a material collection license in the manner outlined in this section. The city expressly reserves the right to restrict the collection of residential refuse and recycling materials to a city designated

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contractor.

~~(B)~~(A) No material collection license shall be issued except upon application to the City Clerk. At a minimum, the application must include the following information:

- (1) A description of the methods and equipment which the applicant proposes to use for collecting refuse, leaves, yard waste and/or recyclable material in the city.
- (2) A description of the type of collection to be provided and the part of the city which it will affect.
- (3) A plan for meeting the pre-collection requirements outlined in §50.06.
- (4) Proof of liability insurance as required by city policy.
- (5) A plan for meeting all collection and disposal requirements outlined in other relevant city, county, state and federal regulations as appropriate.
- (6) The name and address of the city-designated site or sites to be used to dispose of each material collected.

~~(C)~~(B) The City Clerk shall submit all such applications to the Director of Public Works who may approve the applications of such persons or organizations as deemed to be in the best interests of the city and its inhabitants.

~~(D)~~(C) The Commission may establish by resolution a license fee to be paid by the applicant upon receipt of the material collection license.

~~(E)~~(D) Whenever an application made hereunder has been approved by the Director of Public Works, the City Clerk shall, upon payment of any established fee by the applicant, issue a material collection license.

~~(F)~~(E) Unless revoked under circumstances hereinafter provided, every material collection license shall expire on the next succeeding January 1 following its issuance.

~~(G)~~(F) The city may restrict the number of material collection licenses issued and the scope of service of such licenses based on the geographic area to be serviced; the population sector to be served such as residential, commercial, or rooming house; the type of material be collected; the points of collection such as the curb, alley, or other location; and/or the schedule of such collections. A license may only be used for the scope of services expressly stated in the material collection license.

~~(H)~~(G) No licensed collector shall dispose of refuse, leaves, yard waste and/or recyclable material at sites other than those specified in the terms of the collectors material collection license.

~~(I)~~(H) In residential zones and on commercially zoned property that directly abuts residential zones that have dwelling units, no collection of refuse or recycling shall occur before 7:00 a.m. or after 8:00 p.m.

(1) The City Commission may approve a policy that allows for exceptions to the 7:00 a.m. start time under extenuating circumstances.

(2) The City Commission may establish by resolution an application fee to be paid by the applicant requesting an exception to the 7:00 a.m. start time.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1021, passed 1-23-17; Am. Ord. 1033, passed 1-22-18) Penalty, see § 50.99

§ 50.13 RULES AND REGULATIONS.

The City Manager shall have the authority to promulgate rules and regulations to carry out the provisions of this chapter.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04)

§ 50.14 ENFORCEMENT.

(A) If a review finds recyclable materials commingled with other waste, the ~~designated collector/franchised collector - collector/franchise hauler. Said designated collector shall either tag said unseparated waste or notify the Division of Public Works of a residence's noncompliance.~~ Occupants are required to remove such uncollected solid waste from curbside not later than 6:00 p.m. on the day of collection.

~~(B)~~ Solid waste which contains unseparated leaf and yard waste will not be collected by the ~~designated collector/franchise hauler. Said designated collector shall either tag said unseparated waste or notify the Division of Public Works of a residence's noncompliance.~~ Uncollected solid waste must be removed from curbside not later than 6:00 pm. on the day of collection.

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(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.15 PARTICIPATION IN RECYCLING COLLECTION SERVICE.

~~(A) *Participation by additional dwellings.* Multi-family dwellings with four or more units in one building, rooming houses, and condominium developments, and apartment complexes within the city limits may not use the shall utilize recycling collection services provided by the franchise hauler unless they privately contract for such service, in compliance with the provisions of this section.~~

(1) Residential recycling collection for multi-family dwellings, rooming houses, and condominium developments located within the city shall use city recycling collection services as provided for in § 50.11. The city recycling collection contractor

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shall not collect recyclable materials on private streets unless a waiver of liability is provided by the affected multi-family dwelling, rooming house, or condominium development. The liability waiver must release the city and the city recycling collection contractor from any claims for damages to the private street, utilities, and pavements due to the operation of the recycling collection vehicle. The city recycling collection contractor has the right to not operate on private streets if the streets are not constructed or maintained to allow safe operation of the recycling collection vehicle.

(2) Designated storage containers for such recyclables shall be provided to the dwellings by the city at no cost to the owner or occupant of the dwelling. However, owners and/or occupants shall be responsible for replacing any lost, damaged, stolen, or otherwise unavailable storage containers at the owner or occupant's sole expense. One storage bin per six-licensed residents shall be issued by the city to each dwelling.

(3) The property owner shall be responsible for the monthly charge for city recycling collection services and such monthly charge shall be billed to the property owner on the property owner's sewer and water bills. Rates for participation in the city recycling service shall be set by resolution of the City Commission.

(4) The scheduled recycling collection day for each dwelling will be scheduled by the city for those using city recycling services. This may or may not coincide with the city residential refuse collection date.

(B) This section shall not apply to multi-family dwellings, rooming houses, and condominium developments, with more than four attached dwelling units within a single residential building, and where travel off a public right-of-way is required for recycling collection. Such dwellings shall contract with a licensed, private contractor to collect recyclable materials generated by the multi-family dwelling, rooming house, or condominium development and such private contractors shall comply with § 50.11(D)(2) through (D)(5).

~~(Ord. 1001, passed 8-10-15; Am. Ord. 1015, passed 9-12-16; Am. Ord. 1014, passed 8-8-16) Penalty, see § 50.99~~

§ 50.99 PENALTY.

(A) *Municipal civil infraction.* Any person violating any provision of this chapter shall be held responsible for a municipal civil infraction and prosecuted in accordance with the municipal civil infraction ordinance.

(B) The fine for violation of the provisions of this chapter shall be \$50; the second violation, \$100; and the third or any subsequent violation within one calendar year, \$250.

(C) Fines for repeat offenders as defined in §50.02(A)(2) shall be \$250 per day for each day of noncompliance.

(D) In addition to imposing a fine for a violation of the provisions of this chapter, a court may order compliance with the provisions of the City Code.

(E) The city may revoke a material collection license issued under this chapter, when either the licensee or a person operating a vehicle or equipment on behalf of the licensee is responsible for three separate incidents (occurring on three separate days) within a 12-month period resulting in a plea of responsibility (with or without explanation), a plea of guilty, a plea of no contest, or a court's determination of responsibility or guilt for a violation of one or more of the following:

- (1) A violation of City Code § 50.12(I).
- (2) A violation of any provision of this chapter.
- (3) A violation of any other city, county or state regulation concerning material collection activities.
- (4) A violation of any term of the material collection license.

(Ord. 745, passed 2-8-93; Am. Ord. 770, passed 8-14-95; Am. Ord. 803, passed 7-28-97; Am. Ord. 905, passed 12-13-04; Am. Ord. 1001, passed 8-10-15; Am. Ord. 1021, passed 1-23-17; Am. Ord. 1033, passed 1-22-18; Am. Ord. 1063, passed 11-23-20)

Cross-reference:

Municipal civil infractions, see Chapter 36
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CHAPTER 50: SOLID WASTES

Section

- 50.01 Definitions
- 50.02 Accumulation of solid waste
- 50.03 Unauthorized dumping and littering
- 50.04 Prohibited wastes
- 50.05 Anti-scavenging provisions
- 50.06 Refuse and recycling pre-collection requirements
- 50.07 Commercial refuse container specifications
- 50.10 Authority, costs, notice to remove solid waste
- 50.11 Source separation of recyclable materials
- 50.12 Material collection licenses
- 50.13 Rules and regulations
- 50.14 Enforcement
- 50.15 Participation in recycling collection service

- 50.99 Penalty

Cross-reference:

Municipal Utilities, see Charter Art. XII

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUILDING. A structure used in whole or in part for human habitation, manufacturing, sales, and other purposes.

CITY MANAGER. The Manager of the City of Mount Pleasant.

COLLECTION CART. A specified container provided by the franchised hauler as a container for residential refuse.
COMMERCIAL REFUSE. Solid waste collected in commercial refuse collection.

COMMERCIAL REFUSE COLLECTION. Refuse pickup from all commercial, business, institutional and multi-unit residential establishments which regularly generate in excess of one cubic yard of solid waste per week.

COMMISSION. The Mount Pleasant City Commission.

COMPOST. An accumulation of lawn debris, yard waste, coffee grounds, tea leaves, raw vegetables or fruit scraps, in a form suitable for composting.

CONDOMINIUM ASSOCIATION. Representative group of property owners who have legal authority to manage the assets of a condominium development.

CONDOMINIUM DEVELOPMENT. Those legal real estate ownership arrangements as defined by Michigan statute the Condominium Act 59 of 1978 as amended M.C.L.A. § 559.101.

CONSTRUCTION AND DEMOLITION DEBRIS. Refuse which is incidental to construction, renovation or demolition of buildings, other structures or appurtenances on a premise.

CONTAINERS OR RECEPTACLES - COMMERCIAL. Durable, water-tight containers or dumpsters with tight-fitting covers meeting National Solid Waste Management Association, American National Standards Institute, and Consumer Products Safety Commission requirements as applicable to design, application and safety.

CONTAINERS OR RECEPTACLES - RECYCLING. Sturdy, lightweight and identifiable containers for the storage and placement of recyclable materials at curbside.

CONTAINERS OR RECEPTACLES - RESIDENTIAL.

CURBSIDE RECYCLABLES COLLECTION. The collection of recyclable materials at the point of generation by a franchised hauler on a regularly scheduled basis.

FERROUS METAL CONTAINER. Those non-aluminum food containers which are commonly referred to as tin cans.

FRANCHISE HAULER. Service provider selected by the City to perform collections services that are structured to support the City's solid waste ordinance as required to protect the public health, safety, and welfare.

GENERATOR. A person, business, or commercial establishment generating solid waste.

GLASS CONTAINER. All containers made from silica or sand, soda ash and limestone, the product being transparent or translucent and being used for packaging or bottling of various matter and all other material commonly known as glass, excluding, however, blue glass, flat glass, plate glass and glass commonly known as window glass, and other types as designated by the Material Recovery Facility Board (MRF).

HAZARDOUS WASTE. Hazardous waste as defined in Public Act 64 of 1979, being M.C.L.A. § 324.11103, as amended, and as identified in administrative rules and promulgated pursuant to said Act by the Director of the Michigan Department of Natural Resources.

LEAVES. Deciduous and coniferous seasonal deposition.

LICENSED COLLECTOR. A collection agent who has received a material collection license from the city.

MATERIAL COLLECTION LICENSE. A license issued by the city to a collection agent for the purpose of providing a specified type of refuse, yard waste and/or recyclable material collection service.

MRF. The material recovery facility as operated by the County of Isabella and the City of Mount Pleasant.

MULTI-FAMILY DWELLING. The same as multi-family dwelling as defined by §152.004 of the Mount Pleasant City Code, except as modified herein with regard to the number of dwelling units and the collection of solid waste.

NONRESIDENTIAL SITE OF GENERATION. Any site of generation other than a residential site of generation of four units or more.

PERSON. The owner, proprietor, occupant, or agent in charge of any premise.

PLASTIC CONTAINER. Any container made of one type or combination of types of plastics, for example, high-density polyethylene HDPE which is accepted for recycling by the MRF. The list of acceptable plastics is subject to review and change by the MRF Board.

PREMISES. A parcel of land within the city including the adjoining street right-of-way or legal easement, separated from adjacent parcels of land by legal description.

RECYCLABLE MATERIAL. Materials such as clean and uncontaminated newspaper, corrugated cardboard, magazines, computer paper, office paper, glass containers, plastic containers, ferrous metal containers, ferrous metal, and aluminum containers or articles separated for the purpose of preparation for and delivery to a secondary market or other use. A list of acceptable recyclables shall be kept on file at all times at the Division of Public Works office. This list may change subject to approval of the material recycling board.

RECYCLING FACILITY. A facility designed and operated to recover or process recyclable materials for the purpose of conversion into raw materials or new products. This term does not include sanitary landfills, solid waste transfer facilities, and municipal solid waste incinerators provided, however, a recycling facility may be located on the same site as a landfill, transfer facility, or incinerator.

REFUSE. The same meaning as solid waste.

RESIDENTIAL REFUSE. Solid waste collected in residential refuse collection.

RESIDENTIAL REFUSE COLLECTION. Refuse pickup from residential buildings.

RESIDENTIAL SITE OF GENERATION. Any site of generation containing three residential dwelling units or less.

ROOMING HOUSE REFUSE. Solid waste collection in residential rooming house refuse collection.

ROOMING HOUSE REFUSE COLLECTION. Refuse pickup from rooming houses that have been defined in accordance with the city Housing Licensing Code ordinance number 592 (See Chapter 152).

SITE OF GENERATION. Any premises in or from which solid waste is generated by any person.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1056, passed 7-27-20)

§ 50.02 ACCUMULATION OF SOLID WASTE.

(A) No person shall accumulate or maintain, or allow the accumulation of maintenance, of refuse upon a residential or commercial premise for more than six days.

(B) Leaves, yard waste and vegetable waste may be stored for composting purposes in a manner which will not harbor rodents or become a public nuisance.

(1) Compost piles shall be located only in a rear or side yard, a minimum of three feet from any lot line and 20 feet from any residence located on adjacent property.

(2) No single compost pile and compost bin shall exceed five feet in height and 125 cubic feet in volume. On lots smaller than 8,000 square feet, the total volume of compost shall not exceed 125 cubic feet.

(3) Compost may contain only lawn debris, yard waste, coffee grounds, tea leaves, raw vegetables or fruit scraps in a form suitable for composting. Compost shall not contain meat, poultry, fish, dairy products, manure, oils, fats, or any of the permitted items in a form unsuitable for composting.

(4) Compost piles and compost bins shall be constructed and maintained to prevent the attraction and harborage of rodents and pests and to prevent unpleasant odors.

(5) Compost piles and compost bins which constitute a nuisance may be abated in accordance with an applicable nuisance abatement procedure set forth in the city code.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1063, passed 11-23-20) Penalty, see § 50.99

§ 50.03 UNAUTHORIZED DUMPING AND LITTERING.

No person's refuse or trash shall be placed or left upon or in any street, right-of-way, alley, container or other property on any premise, public or private, without the permission of the owner, proprietor, occupant, or agent in charge of that premise.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.04 PROHIBITED WASTES.

(A) No person shall place in any container or receptacle any material that might endanger the collection personnel or which would be detrimental to the normal operation of collection or incineration, for example: hazardous household chemicals or waste, medical waste including sharps (needles), gaseous, solid, or liquid poisons, dead animals, ammunition, explosives, concrete, dirt, appliances, furniture, auto or equipment parts, or any material that possesses heat sufficient to ignite any other collected materials.

(B) No person shall be permitted to place leaves or yard waste in a refuse container for the purposes of refuse collection, removal or disposal.

(C) No person shall be permitted to place recyclables as defined in §50.01, in a refuse container for the purpose of refuse collection, removal or disposal.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.05 ANTI-SCAVENGING PROVISIONS.

No person shall take, collect, or transport any refuse, leaves, yard waste or recyclable material from any street right-of-way, alley or refuse dumpster of this city without a material collection license authorizing such activity. However, this section shall not apply to authorized city officials, including police officers, acting within the scope of their official duties, or residents when participating in a city authorized reuse program.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.06 REFUSE AND RECYCLING PRE-COLLECTION REQUIREMENTS.

(A) *Residential.*

(1) *Single-family residential sites of generation.* All single-family residential sites of generation must use the city's designated franchise hauler.

(2) *Multi-family dwellings consisting of three or less dwelling units located in the same building* must use the city's designated franchise hauler.

(3) *Multi-family dwellings consisting of more than three dwelling units* shall be responsible for securing service from a licensed hauler of residential refuse and recycling. All dwelling units located in the same building, rooming house, or condominium development must use the same method for residential collection.

(4) *Other requirements applicable to all residential waste.*

(a) There must be adequate open space in the public right-of-way or adjacent to a private street for collection to accommodate the number of, refuse containers, by all residents of the dwelling unit without interfering with driveways, vehicular traffic, pedestrian traffic, or business traffic. The DPW shall have authority to make determinations regarding the adequacy of the open space and to designate the collection area.

(b) Contents of collection carts placed for collection shall not exceed what can be reasonably placed within the cart and still allow the lid of the cart to be placed in a completely closed position. The contents shall not overflow the top of the cart.

(c) The property owner and tenant shall be responsible for ensuring that all collection carts are placed at the designated collection area no earlier than 5:00 p.m. the night before collection and that collection carts are removed from the designated collection area and front yard by midnight the day of collection. Collection carts shall only be stored in garages, backyards or side yards and out of sight from the street.

(d) Notwithstanding any provision to the contrary, if a dumpster is required for any dwelling unit for site plan approval, special use approval, other zoning approval, or by the zoning ordinance, then refuse collection shall be required pursuant to the approval provided and shall not be changed except by amendment pursuant to the site plan, special use, or other zoning approval.

(e) Special refuse, yard waste, hazardous waste, construction and demolition debris, and other prohibited waste as set forth in § 50.04, shall not be placed out for residential refuse collection.

(B) *Commercial establishments.* Commercial establishments shall be responsible for securing an approved method of refuse and recycling collection and disposal. Approved methods shall be limited to arrangements licensed haulers.

(C) *Other refuse.* All special refuse, yard waste, hazardous waste, construction and demolition debris, and other prohibited waste as set forth in § 50.04 shall be removed using a licensed contractor or otherwise disposed of in accordance with applicable state law and regulations.

(Ord. 745, passed 2-8-93; Am. Ord. 800, passed 6-23-97; Am. Ord. 809, passed 11-24-97; Am. Ord. 870, passed 3-11-02; Am. Ord. 905, passed 12-13-04; Am. Ord. 1001, passed 8-10-15; Am. Ord. 1056, passed 7-27-20) Penalty, see § 50.99

§ 50.09 COMMERCIAL REFUSE AND RECYCLING CONTAINER SPECIFICATIONS.

(A) All container units used for commercial refuse collection shall be kept clean and in good repair.

(B) The property owner of each commercial establishment is responsible for maintaining sanitary conditions in and around the container.

(C) The lid and side doors of all commercial collection containers shall be kept closed. No material shall be placed beside or on top of a container.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.10 AUTHORITY, COSTS, NOTICE TO REMOVE SOLID WASTE.

(A) The City Manager or designee is authorized to notify, in writing, the owner and/or tenant(s) of any premises to remove solid waste found to be in violation of § 50.02. Such notice shall be by hand delivery or certified mail, addressed to said owner and/or tenant(s). If the owner and/or tenant(s) cannot be located, or if the notice is returned as undeliverable, the notice shall be posted upon the premises addressed to the last known owner.

(B) If solid wastes are not removed from the premises within six days after the date of mailing or posting of such notice, or if the solid waste is located within an abutting public right-of-way, the owner and/or tenant(s) of the premises shall be subject to penalties as set forth in § 50.99. The City Manager or designee is authorized to pay for the removal of the solid waste or to order the removal by the city or its designated agent.

(C) When the city has effected the removal of such solid waste or has paid for its removal, the actual cost thereof, plus accrued interest at a rate of 1% per month from the date of removal shall be charged to the owner of the premises. If payment is not received, the cost plus accrued interest will be added to the next regular tax bill forwarded to such owner by the city, and said charge shall be due and payable at the time of payment of such tax bill.

(D) Where cost of removal is not paid by an owner within 60 days after the removal of such solid waste as set forth in divisions (B) and (C) of this section, then the City Manager or designee shall cause to be recorded in the Treasurer's Office the date and premises on which removal was done. The recording of such statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest until final payment has been made and shall be collected in the manner provided by law for collection of taxes; further, the total amount shall be subject to a delinquent penalty of 1% per month in the event same is not paid in full on or before the date of the tax bill upon which said charge appears becomes delinquent; said sworn statements recorded in accordance with the provisions hereof shall be notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the premises described in the statement that the same is due.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 947, passed 4-13-09)

§ 50.11 SEPARATION OF RECYCLABLE MATERIALS.

(A) *Procedure.*

(1) *Separation of recyclables and placement or removal from residential sites of generation.*

(a) All persons living in residential sites of generation shall separate recyclables from all other solid waste produced by such household. Such recyclable material shall be placed commingled in a designated storage container and placed at curbside for collection on the same day as the other solid waste is collected.

(b) Violations of this section shall result in penalties being assessed as provided in §50.99 of this chapter.

(2) *Preparation of recyclable materials.* Glass, plastic and metal recyclables shall be clean, and all contents shall be

removed therefrom, prior to placement at curbside for collection. Non-metal caps shall be removed from glass recyclables; all caps shall be removed from plastic recyclables; prior to placement for collection. Ferrous metal containers and plastic containers shall be flattened prior to placement for collection.

(B) *Exceptions and variances.* In cases of extreme hardship, or practical difficulties, the City Manager or designee may, upon receipt of a written request, authorize variances to this chapter's requirements regarding separation, points of collection and collection frequency.

(C) *Responsibilities of collectors.*

(1) The franchised hauler shall make available to all residential sites of generation within the city the service of collecting recyclable materials which are separated from solid waste prior to collection.

(2) Any licensed collector shall make available to all customers owning or operating a nonresidential site of generation within the city the service of collecting recyclable material after separation from the solid waste by the customer. Upon collection of any source separated recyclable material from a nonresidential site of generation, the licensed collector shall deliver the recyclable material to the MRF or another facility designed and operated to process the material into raw materials or new products, provided that the facility is consistent with the Isabella County Act 641 Plan.

(3) Any licensed collector shall not collect any solid waste from a residential site of generation unless all recyclable materials and yard waste have been separated from the solid waste prior to collection.

(4) If a vehicle of a licensed collector is used to collect or transport solid waste and either recyclable materials, or yard waste, or both, from any site of generation (residential or nonresidential), the waste hauler shall transport the solid waste, recyclable materials, and yard waste each in separate compartments of the vehicle for delivery and disposal.

(5) A licensed collector shall deliver all source-separated recyclable materials collected from a site of generation within the city to the MRF. No waste hauler shall deliver source-separated recyclable materials collected from a site of generation within the city, to any disposal site other than the MRF or a recycling facility designated by the city.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.12 MATERIAL COLLECTION LICENSES.

No person or organization shall engage in the business of collecting or disposing of refuse, leaves, yard waste, or recyclable material without first obtaining a material collection license in the manner outlined in this section. The city expressly reserves the right to restrict the collection of residential refuse and recycling materials to a city designated contractor.

(A) No material collection license shall be issued except upon application to the City Clerk. At a minimum, the application must include the following information:

(1) A description of the methods and equipment which the applicant proposes to use for collecting refuse, leaves, yard waste and/or recyclable material in the city.

(2) A description of the type of collection to be provided and the part of the city which it will affect.

(3) A plan for meeting the pre-collection requirements outlined in §50.06.

(4) Proof of liability insurance as required by city policy.

(5) A plan for meeting all collection and disposal requirements outlined in other relevant city, county, state and federal regulations as appropriate.

(6) The name and address of the city-designated site or sites to be used to dispose of each material collected.

(B) The City Clerk shall submit all such applications to the Director of Public Works who may approve the applications of such persons or organizations as deemed to be in the best interests of the city and its inhabitants.

(C) The Commission may establish by resolution a license fee to be paid by the applicant upon receipt of the material collection license.

(D) Whenever an application made hereunder has been approved by the Director of Public Works, the City Clerk shall, upon payment of any established fee by the applicant, issue a material collection license.

(E) Unless revoked under circumstances hereinafter provided, every material collection license shall expire on the next succeeding January 1 following its issuance.

(F) The city may restrict the number of material collection licenses issued and the scope of service of such licenses based on the geographic area to be serviced; the population sector to be served such as residential, commercial, or rooming house; the type of material be collected; the points of collection such as the curb, alley, or other location; and/or the

schedule of such collections. A license may only be used for the scope of services expressly stated in the material collection license.

(G) No licensed collector shall dispose of refuse, leaves, yard waste and/or recyclable material at sites other than those specified in the terms of the collector's material collection license.

(H) In residential zones and on commercially zoned property that directly abuts residential zones that have dwelling units, no collection of refuse or recycling shall occur before 7:00 a.m. or after 8:00 p.m.

(1) The City Commission may approve a policy that allows for exceptions to the 7:00 a.m. start time under extenuating circumstances.

(2) The City Commission may establish by resolution an application fee to be paid by the applicant requesting an exception to the 7:00 a.m. start time.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04; Am. Ord. 1021, passed 1-23-17; Am. Ord. 1033, passed 1-22-18) Penalty, see § 50.99

§ 50.13 RULES AND REGULATIONS.

The City Manager shall have the authority to promulgate rules and regulations to carry out the provisions of this chapter.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04)

§ 50.14 ENFORCEMENT.

(A) If a review finds recyclable materials commingled with other waste, the franchised collector may refuse to collect such other solid waste. Occupants are required to remove such uncollected solid waste from curbside not later than 6:00 p.m. on the day of collection.

(B) Solid waste which contains unseparated leaf and yard waste will not be collected by the franchise hauler. Uncollected solid waste must be removed from curbside not later than 6:00 pm. on the day of collection.

(Ord. 745, passed 2-8-93; Am. Ord. 905, passed 12-13-04) Penalty, see § 50.99

§ 50.99 PENALTY.

(A) *Municipal civil infraction.* Any person violating any provision of this chapter shall be held responsible for a municipal civil infraction and prosecuted in accordance with the municipal civil infraction ordinance.

(B) The fine for violation of the provisions of this chapter shall be \$50; the second violation, \$100; and the third or any subsequent violation within one calendar year, \$250.

(C) Fines for repeat offenders as defined in §50.02(A)(2) shall be \$250 per day for each day of noncompliance.

(D) In addition to imposing a fine for a violation of the provisions of this chapter, a court may order compliance with the provisions of the City Code.

(E) The city may revoke a material collection license issued under this chapter, when either the licensee or a person operating a vehicle or equipment on behalf of the licensee is responsible for three separate incidents (occurring on three separate days) within a 12-month period resulting in a plea of responsibility (with or without explanation), a plea of guilty, a plea of no contest, or a court's determination of responsibility or guilt for a violation of one or more of the following:

- (1) A violation of City Code § 50.12(l).
- (2) A violation of any provision of this chapter.
- (3) A violation of any other city, county or state regulation concerning material collection activities.
- (4) A violation of any term of the material collection license.

(Ord. 745, passed 2-8-93; Am. Ord. 770, passed 8-14-95; Am. Ord. 803, passed 7-28-97; Am. Ord. 905, passed 12-13-04; Am. Ord. 1001, passed 8-10-15; Am. Ord. 1021, passed 1-23-17; Am. Ord. 1033, passed 1-22-18; Am. Ord. 1063, passed 11-23-20)

Cross-reference:

Municipal civil infractions, see Chapter 36

Memorandum



MEMO TO: Aaron Desentz, City Manager

FROM: Chris Saladine, Finance Director

DATE: June 28, 2024

SUBJECT: MERS Contribution

Background:

The City of Mt. Pleasant has budgeted \$550,000 in pension contribution to Municipal Employees Retirement System (MERS) in 2024. Staff was awaiting the results of the 2023 audit and Annual Comprehensive Financial Report (ACFR) to ensure these funds would not be needed to maintain minimum fund balances. The results from the ACFR indicate the General Fund Unassigned fund balance finished approximately \$158,000 better than anticipated when compiling the 2024 operating budget. As a result, staff is recommending approving the budgeted contribution to MERS. The benefits of contributing to the pension beyond the minimum required contribution are the funds have time to earn compounded investment income over time which will lower future pension contributions. MERS adopted new actuarial assumptions in 2015 that greatly lowered our funding percentage and increased our unfunded liabilities. This additional contribution will help cover some of that gap and lower our unfunded liability.

Recommendation:

It is recommended the City Commission approve staff to make an additional \$550,000 contribution to the City's MERS pension system.