

**Regular Meeting of the Mt. Pleasant City Commission**  
**Monday, June 24, 2024**  
**7:00 p.m.**

**AGENDA**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Presentation of the 2023 Annual Comprehensive Financial Report by Vredevelde Haefner.
2. Redevelopment Ready Communities (RRC)-Recertification Presentation.

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

3. Minutes of the Planning Commission (May).

CONSENT ITEMS:

4. Approval of the minutes from the regular meeting held June 10, 2024.
5. Consider contract with Fedewa, Inc. for the 2024 1MG Elevated Tank Painting Project and approve a contract with Dixon Engineering for project and construction engineering and oversight.
6. Consider renewal of sub-recipient agreement with Northern Initiatives and Michigan Economic Development Corporation (MEDC).
7. Consider approval of Payrolls and Warrants.

PUBLIC HEARINGS:

NEW BUSINESS:

8. Receive Granger Waste Services Franchise Agreement and set a public hearing for July 8, 2024, on proposed amendments to the solid waste ordinance.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

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

## City Commission Agenda

June 24, 2024

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PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION:

9. Discussion on Managed Natural Landscaping.

RECESS:

CLOSED SESSION:

10. Consider 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.

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

JUNE 24, 2024

FROM: AARON DESENTZ, CITY MANAGER

SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

Consent Items:

5. Approve elevated tank coating contract with Fedewa and a contract with Dixon Engineering for project and construction engineering and oversight.
  - a. The elevated tank at 1680 Grover Parkway was last painted in 2007 and needs repainting. The City Commission is requested to award the 2024 1MG Elevated Tank Painting bid to Fedewa, Inc. for \$104,399 and project construction engineering and oversight to Dixon Engineering for \$23,500. The City has worked with both contractors and found their work to be satisfactory.
6. Consider renewal of sub-recipient agreement with Northern Initiatives and Michigan Economic Development Corporation (MEDC).
  - a. The City holds a revolving loan fund (RLF) of \$58,622 provided by Michigan in 2012. Funds can be used to address gap funding in a new business venture. The new business venture needs to create a certain number of jobs which satisfy certain State requirements. The City contracted with Northern Initiatives in 2021 for the management of these funds. The City Commission is asked to approve an extension for management of these funds with Northern Initiatives through June 30, 2027.

Public Hearings:

New Business:

8. Consider Granger Waste Services Franchise Agreement and Solid Waste Ordinance Changes
  - a. Staff will present a copy of a proposed agreement negotiated with Granger Waste Services. 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 operation where the customer will not need to sort recycling. Some customers have expressed concern that this will disincentivize recycling. However, Granger has provided data to indicate that going to a single stream system increases recycling.

If the City Commission finds the changes to be favorable, then a change to the City's ordinance governing refuse and recycling will need to be made. The draft ordinance provided will require a public hearing. Following the public hearing, the ordinance can be adopted, and the City Commission can then authorize the agreement with Granger.

Recommended Action: A motion to set a public hearing for July 8 regarding changes to the solid waste ordinance.

Work Session:

9. Discussion on Managed Natural Landscaping.
  - a. The City Commission received public feedback regarding the proposed Managed Natural Landscaping ordinance. The City Commission has directed staff to provide a work session to discuss the proposed ordinance and address concerns brought forward by the public. Staff believes that an amendment to the existing noxious weed ordinance can achieve the intended goals of the City Commission in allowing for native plant species while preserving the ability of residents to keep their existing garden plants.

Closed Session:

10. Consider 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.
  - a. The City Commission is asked to go into closed session to discuss strategy in negotiations connected with the negotiation of a collective bargaining agreement.
    - i. Recommended Action: A motion to enter closed session pursuant to subsection 8(c) of the Open Meetings Act to discuss the strategy and negotiation sessions connected with negotiation of a collective bargaining agreement.

# Memorandum



TO: Aaron Desentz, City Manager

FROM: Chris Witmer, Treasurer/Deputy Finance Director

DATE: June 17, 2024

SUBJECT: Annual Audit

The 2023 Annual Comprehensive Financial Report has been finalized. The report is available for viewing via the City's website at [www.mt-pleasant.org](http://www.mt-pleasant.org) in the Finance department section. A printed copy will be available to City Commissioners who would like a printed copy. Please let us know and we will have a printed copy delivered to you.

**Requested Action:**

Include the Annual Comprehensive Audit Report presentation by Doug Vredevelde and receipt of the report on the June 24<sup>th</sup> City Commission agenda.

# Memorandum



TO: Aaron Desentz, City Manager  
FROM: Manuela Powidayko  
Director of Planning & Community Development  
DATE: June 14, 2024  
SUBJECT: Redevelopment Ready Communities - Recertification Presentation

Staff from the Michigan Economic Development Corporation (MEDC) will attend the June 24, 2024 City Commission meeting in order to formally announce the City's Recertification as a Redevelopment Ready Community. Mt. Pleasant was the 31<sup>st</sup> community in Michigan to obtain this certification and the first in Prosperity Region 5 (which includes the counties of Arenac, Bay, Clare, Gladwin, Gratiot, Isabella, Midland, and Saginaw).

The City Commission had indicated their intent to seek certification through passage of a resolution in 2015. Subsequently, the MEDC provided a report of findings which included recommendations necessary to align City ordinances, plans, and procedures with the best practices of the program. The City Commission then passed a second resolution authorizing the implementation of those recommendations in 2016 and the City formally received the Certification in 2019.

Every five years, the City will be required to work with MEDC RRC staff to ensure a continuous alignment with RRC best practices. Major accomplishments which resulted from the recertification process during 2023 and 2024 included the following items:

1. Analysis of the Zoning Ordinance to remove regulatory barriers to development;
2. Creation and adoption of the 2023 downtown strategic plan;
3. Update to the following documents:
  - Public Participation Plan;
  - Marketing Plan
  - Economic Development Action Plan;
  - City's Development Guide Book;
  - Development Board Training Plan.
4. Website updates to make development-related & Boards/Commissions pages more user friendly;
5. \$1,000,000 RAP grant for the Town Center Civic Space redevelopment project in downtown;
6. \$41,512.50 Technical Assistance Match Grant to create a corridor plan for Mission Street.

## **REQUESTED ACTION:**

Please place the Redevelopment Ready Communities Recertification presentation on the June 24, 2024 City Commission meeting agenda. MEDC will share such presentation with staff closer to the meeting date.

## **ATTACHMENTS:**

Certified Designation Renewal Achievements Report



Redevelopment Ready Communities®

# **CERTIFIED DESIGNATION RENEWAL ACHIEVEMENTS**

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City of Mt. Pleasant

March 2024

# Executive Summary

**C**ongratulations to the City of Mt. Pleasant on their Certified Designation Renewal as a Redevelopment Ready Community! The State of Michigan recognizes the hard work, dedication, and attention to detail it takes to maintain such a high level of standards. Achieving a Redevelopment Ready Communities® (RRC) designation is a great accomplishment that demonstrates a community's commitment to streamlining their development processes to facilitate future economic growth. The ongoing commitment to remain an active participant and realize designation renewal exemplifies a community's dedication to succession planning and employing evaluative methods to ensure active planning, zoning, and economic development efforts. Over the past five years, City of Mt. Pleasant has experienced a great deal of change. The city processes remain transparent and predictable while the community's vision continues looking forward to new

possibilities for the future. As the community renews their five-year designation period, the following report will highlight the community's successes during their partnership with the Michigan Economic Development Corporation (MEDC).

City of Mt. Pleasant was the 31st community to attain the Certified designation under the statewide Redevelopment Ready Communities® (RRC) program in March 2019.

Mt. Pleasant received its initial baseline evaluation in September 2015. During its period of engagement, the community made progress in addressing the unmet expectations to bring plans, codes, and processes in line with RRC Best Practices. As part of those efforts, the city adopted a completely new and forward-thinking zoning ordinance, developed a public participation plan, created a more strategic approach to marketing priority redevelopment sites within the city, and streamlined their review processes.



# Five Years of Achievement



## REDEVELOPMENT READY COMMUNITIES

Mt Pleasant was the first community in Region 5, and the 31st community across the state, to reach the Certified designation with the Redevelopment Ready Communities (RRC) toolkit. The city showed a strong commitment to RRC and embraced redevelopment opportunities which has been demonstrated throughout the years. During their five-year designation period, the city has been maintaining the annual best practice items. For the city's Certified designation renewal, they updated the following deliverables to further align with best practice expectations and continue to improve their processes:

- 1.2: Creation and adoption of the 2023 downtown strategic plan.
- 1.3: Development of an annual capital improvements plan.
- 1.4: updated public participation and engagement strategy.
- 2.1: Analysis of zoning ordinance and identification of future improvements to be made.
- 3.3: Updated the website to include clear information on pre-application meetings.
- 3.7: Updated the website to include clear information on how to pay for development-related fees.

- 3.8: Updated the city's development guidebook
- 4.2: Updated boards and commissions application and web pages for the respective boards to clearly outline expectations and desired skills/interests.
- 4.3: Updated boards and commissions orientation and training process.
- 4.4: Posted bylaws for boards and commissions on their respective web pages.
- 4.5: Development of a planning commission annual report.
- 4.6: Updated the development board training plan.
- 4.7: Hosted an annual joint meeting on March 7, 2024.
- 5.1: Updated the economic development action plan.
- 5.3: Updated the marketing plan.

City of Mt. Pleasant has continued to make strides toward streamlining their development review processes to better attract development projects and investments in their community. They continue to work diligently to address housing needs in their community, both for full time residents, and the student population, and address

# Five Years of Achievement

underutilized areas of their downtown to make it more vibrant, walkable, and accessible for all. The city has proved how innovation and creativity make a huge difference in the feel of a community.

This continued improvement is shown through the ongoing projects happening in Mt. Pleasant. RRC is currently supporting technical assistance for the Mission Street corridor improvement plan. This plan will work as an update of their 2020 master plan that addressed the corridor, because the original ideas were deemed unfeasible by MDOT. The city must look at new ideas for the corridor and is working with Progressive Inc. to bring their ideas to life! Mt. Pleasant has also received the Housing Readiness Incentive Grant from MSHDA to update their zoning ordinance, which will be a great next undertaking for them. Staff have also been busy with changes in the city, including new staff and leadership turnover, new focus areas for improvements within the city, increased focus on collaborating and connecting with Central Michigan University, and more.

## REDEVELOPMENT SERVICES TEAM

A key piece to RRC is assisting communities to develop a streamlined process and activate priority redevelopment sites. Over the years, Mt. Pleasant has collaborated with the Redevelopment Services Team several times to work on their priority sites.

Upon RRC certification, communities are connected with the expertise of the RSTeam focused on proactive site redevelopment for priority Redevelopment Ready Sites (RRSites). The team is built upon three foundational focus areas:

1. High-quality and in-depth technical assistance
2. RRSites marketing and promotion
3. Developer relationship building and matchmaking

Upon certification, the city met with RSTeam Director, Nate Scramlin, to discuss their priorities. The first projects mentioned were 410 West Broadway Street, which was very close to being underdevelopment for five-story mixed-use building, bringing 48 residential units and a much-needed grocery store to the downtown. Other priorities included the Isabella Bank property at 200 East Broadway Street and the vacant lot at 201 South Main Street.

RSTeam Director Scramlin met with and presented to the Isabella Bank president and CEO to chat through the options for the building, and how RSTeam can be of assistance in getting the building developed. In September of 2020, the RSTeam facilitated the development, release and marketing of an RFQ for the 200 East Broadway Street Isabella Bank building. There were not a lot of responses to the RFQ and Nate worked with the city and the bank to rethink the approach they were taking. In 2023, the building saw renewed interest from a local developer that Director Scramlin met with and has since been working with the city to support the project. This included a Technical Assistance Grant in the amount of \$100,000 to the city for architectural and engineering assistance for the redevelopment of the property.

## MEDC SUPPORTED PROJECTS

Mt. Pleasant understands that to make a community more attractive, there needs to be physical improvements that can be implemented to help create a unique and special place. This concept is known as placemaking. Placemaking capitalizes on existing resources and transforms public spaces into areas that promote vitality and community importance.

Through MEDC, Mt. Pleasant has received support for various projects since their RRC Certified designation in 2019. These include:

- GreenTree Cooperative Grocery (410 East Broadway Street): \$320,000 CDBG loan for expansion and relocation of GreenTree Cooperative Grocery to Broadway Lofts redevelopment site. This project added much needed housing to the downtown and a grocery store walkable to the downtown.
- Isabella Bank Property (200 East Broadway Street): \$100,000 Technical Assistance Grant for architectural and engineering to revision the Isabella Bank building.
- Town Center Civic Space (320 West Broadway Street): \$1,000,000 RAP grant to help with the redevelopment a vacant area of the downtown. The goal of this investment is to reconfigure vacant space downtown that will allow for significantly better public participation in the downtown, beautify the space, make it more accessible, and create a place people want to be.
- Mission Street Corridor Plan: \$41,512.50 Technical Assistance Match Grant to create a corridor plan for the Mission Street corridor.

City of Mt. Pleasant continues to demonstrate their commitment to the Redevelopment Ready Communities® (RRC) toolkit and the team is eager to renew the community's Certified designation. RRC looks forward to continuing a strong working relationship with the community, in an effort to foster future redevelopment opportunities.

## CERTIFICATION BENEFITS

Upon designation renewal, your community will continue to have access to the benefits listed in the following table. In several instances, funding allocations for Technical Assistance (TA) Match Funding and services provided by the Redevelopment Services Team (RSTeam), will be renewed. We encourage communities to engage in regular communication with your community planner to gain access to any of these tools or become aware of any new offerings.

| SERVICE  | DESCRIPTION  |
|--|--|
| <b>Redevelopment Services Team (RSTeam)</b>    | The Redevelopment Services Team (RSTeam) works exclusively with RRC Certified communities to market and redevelop priority redevelopment sites. Learn more at <a href="http://www.miplace.org/rsteam">www.miplace.org/rsteam</a> .   |
| <b>Site marketing</b>                          | The community will now have a dedicated page at <a href="http://www.miplace.org/sites">www.miplace.org/sites</a> showcasing your community's priority sites to potential developers. Your community's sites will also be available in Zoom Prospector, MEDC's statewide property search service. |
| <b>Designation materials</b>                   | Each RRC Certified community receives a handcrafted award and various RRC-branded supplies to assist in spreading the word about your community's achievement.   |
| <b>Technical Assistance (TA) Match Funding</b> | The community maintains access to RRC Technical Assistance Match Funding and may see additional benefits in funding allotment and eligible projects. Review the <a href="#">RRC TA Match Funding Guide</a> for more information.   |
| <b>Networking</b>                              | RRC works to bring Certified communities together to share practices and information.  |
| <b>Complementary training</b>                  | When available, MEDC may provide complementary registration to training events or conferences for RRC Certified communities.   |
| <b>Discounted or free services</b>             | When available, discounts on development-related software and complementary professional photography are directed to RRC Certified communities.  |
| <b>Social media</b>                            | MEDC operates an active social media presence and appreciates highlighting the great activity happening in RRC Certified communities. Reach out to your community planner to highlight your community on MiPlace social channels.  |



## DESIGNATION MAINTENANCE

The RRC Certified period is active for five (5) years, starting from your community's date of designation.



**Certified designation renewal: MARCH 22, 2024**

**Designation expiration: MARCH 21, 2029**

RRC Certification is about creating a predictable, transparent, and an efficient development experience. Even after achieving the designation, streamlining the development experience requires regular evaluative measures to ensure the community's plans, processes, policies, and practices remain in alignment with RRC Best Practices. As noted above in the certification snapshot with the following green clock icon 🕒, there are several Best Practices that the community should expect to annually review or update to maintain full alignment with the RRC expectations. Communities should expect to provide annual documentation onto their Trello board.

### + 1.1 Master Plan

- Implementation must be assessed annually

### + 1.3 Capital Improvements Plan

- Must be developed annually

### + 1.4 Public Participation Plan

- Public engagement efforts must be reported to governing body annually

### + 3.6 Fee Schedule

- Must be reviewed annually and updated as needed

### + 4.5 Annual Planning Commission Report

- Must be developed annually

### + 4.6 Training Strategy

- Must be reviewed and updated annually

### + 4.7 Joint Meeting

- Must hold at least one (1) joint meeting with development-related boards/commissions annually

### + 5.1 Economic Development Strategy

- Implementation must be reported to governing body

Calendar reminders will be incorporated in your community's Trello board, but it is important to integrate these annual expectations within your community's annual evaluative measures.



**MICHIGAN ECONOMIC**  
DEVELOPMENT CORPORATION

Dedicated to shared economic success, the Michigan Economic Development Corporation promotes the state's assets and opportunities that support business investment and community vitality. MEDC's programs and services connect companies with people, resources, partners, and access to capital.

**Mt. Pleasant Planning Commission  
Minutes of the Regular Meeting  
May 2, 2024**

- I.** Chair Hoenig called the meeting to order at 7:00 p.m.

Present: Devenney, Friedrich, Hoenig, Irwin, Kingsworthy, Liesch, Nicholas, Ortman  
Absent: Haveles

Staff: Manuela Powidayko

- II. Approval of the Agenda:**

Motion by Leisch, support by Irwin to approve the agenda.

Motion approved unanimously.

- III. Approval of the Minutes:**

**A. April 4, 2024 Regular Minutes**

Motion by Ortman, support by Devenney to approve the minutes from the April 4, 2024 regular meeting as presented.

Motion approved unanimously.

**B. April 4, 2024 Work Session Minutes**

Motion by Devenney, support by Friedrich to approve the minutes from the April 4, 2024 work session as presented.

Motion approved unanimously.

- IV. Zoning Board of Appeals report for April:**

Powidayko reported that the ZBA met in April on behalf of Haveles, about ZBA-24-01 for their request for a variance to waive the “Streetscreen” requirement called for at the front property line to expand an auto dealership in accordance with section 154.410B – Subsection “u/ii” (Table 154.405a Screens 3.5-5 feet at frontage line in the CD-4 District).

**V. New Business:**

**A. 2025 – 2030 Capital Improvement Plan**

Chris Saladine, Finance Director, gave a presentation on the Capital Improvement Plan (CIP) for 2025-2030. Stacie Tewari, City Engineer, was also in attendance to answer questions.

Saladine informed he would cover changes from the prior plan, provide details on the 2025 Goals and provide a summary of 2026-2030 goals. He explained the CIP projects are projects with a cost of over \$20,000; projects that has a lifespan of at least ten years and tend to be non-recurring.

Saladine explained the Capital Improvement Plan is designed to maintain and improve the city's infrastructure and noted cash flow projections shows the plan for funding the projects.

Saladine reviewed the 2025 projects for Buildings, Downtown, Parks, Public Works, Airport, Local Streets, Major Streets, Water, Water Resource Recovery Facility. He briefly touched on the projects for future years.

Saladine noted Table 6 in the CIP contains projects considered but are not planned in the next six years either due to lack of funding or lack of information, but it would be good to take a look at what staff considered.

Saladine noted that the next step in the process would be a public hearing on May 28th, the plan is required to be adopted by June 10th, and the 2025 projects from this plan will be part of the 2025 Operating Budget that will be presented on September 9th.

Saladine and Tewari fielded questions from the Planning Commission regarding the locations of road work, city parking lot maintenance methods, bike paths, funding for alleyway renovations, and the planned changes to Horizon Park. The question for Horizon Park was noted so staff could touch base with Parks and Recreation for the answer.

Motion by Devenney, support by Friedrich to recommend the City Commission approve the 2025-2030 Capital Improvement Plan as presented.

Motion approved unanimously.

**VI. Communications:**

Powidayko reported there were two communication received in support of SUP-24-06. Powidayko informed the Planning Commission of the document being available in the meeting packet and on the dais.

## **VII. Public Hearings:**

### **A. SUP-24-06 – 110 E Broadway – A request for a special use permit for a Class I Restaurant (restaurant with a liquor license).**

Powidayko introduced SUP-24-06, a request for Special Use Permit for a Class I Restaurant (restaurant with a liquor license).

Powidayko reviewed the current and prior uses of the property. Powidayko provided an overview of the property including current zoning, future, current and prior land use. Powidayko reviewed photos showing current conditions of the property.

Powidayko reviewed Special Use Conditions regarding Class I Restaurant (restaurant with a liquor license).

Powidayko closed her presentation with recommendation to approve SUP-24-06, subject to conditions.

Discussion took place.

Chair Hoenig invited the applicant up to present their case.

The applicant Christie Cromar, owner of Ponder Coffee, and her partner Aaron were on hand to answer any questions.

Discussion took place.

Chair Hoenig opened the public comment.

Powidayko noted that there were no other public comments submitted via zoom or electronically.

There being no one else who wished to speak, public comment was closed.

Discussion took place.

Motion by Liesch, support by Devenney to approve SUP-24-06, subject to the following conditions:

1. The applicant complies and maintains compliance with all specific special use standards for Class I restaurants set forth in Section 154.410.B.4.g and the Class I restaurant definition set forth in Article VII.

Motion passes unanimously.



**VIII. Site Plan Review**

A. None

**IX. Public Comments:**

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

**X. Other:**

A. None

**XI. Adjournment to Work Session:**

Motion by Friedrich, support by Nicholas to adjourn to work session.

Motion approved unanimously.

Meeting adjourned at 7:34 p.m.

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**Mt. Pleasant Planning Commission  
Minutes of the Work Session Meeting  
May 2, 2024**

- I.** Hoenig called the meeting to order at 7:40 p.m.

Present: Devenney, Friedrich, Hoenig, Irwin, Kingsworthy, Liesch, Nicholas, Ortman  
Absent: Haveles

Staff: Manuela Powidayko

- II. Michigan Association of Planning's Making Good Decisions Together on-site workshop**

Nathan Mehmed, AICP of Williams & Works, provided the following training on behalf of the American Planning Association - Michigan Chapter (MAP):

Making Good Decisions Together: This workshop reviews the roles of the various boards/commissions and explores how they fit together. The principles of the Open Meetings Act and Freedom of Information and the purpose these laws play in effective decision making is explored as well as a review of recent court cases and how to apply those decisions to their communities' practices.

Discussion took place.

- III. Adjournment**

Motion by Friedrich, support by Devenney to adjourn.

Motion passed unanimously.

Meeting adjourned at 9:36 p.m.

Minutes of the regular meeting of the City Commission held Monday, June 10, 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 Liz Busch, Bryan Chapman, Maureen Eke, Grace Rollins & Boomer Wingard

Commissioners Absent: None

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

#### Proclamations and Presentations

1. Parks, Recreation, & Public Spaces Director Phil Biscorner introduced Kimberly Monroe as the new PEAK Office Professional.
2. City Manager Desentz introduced data analyst interns Alexis Reed and Austin Benchley.
3. Mayor Perschbacher read a Proclamation recognizing Juneteenth Celebration Day, June 19, 2024.

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

#### Public Input on Agenda Items

Joe Carreon, 109 N. Arnold, expressed his support for the passenger rail service and would welcome involvement in the project in the future when the project is seeking public involvement.

Jen Slayton, utahclock@gmail.com, sent an email encouraging landlord accountability.

#### Receipt of Petitions and Communications

Received the following petitions and communications:

4. Monthly report on police related citizen complaints received.

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

5. Minutes of the regular meeting of the City Commission held May 28, 2024.
6. Establish a Rail Service Advisory Committee. Appointed Aaron Desentz, City Manager; Michelle Sponseller, Downtown Development Director; Stacie Tewari, City Engineer to serve on the Committee.

7. Resolution to dissolve the Mid-Michigan Aquatic Recreational Authority as follows:  
WHEREAS, The City Commission of the City of Mt Pleasant, Michigan, a part of the Mid-Michigan Aquatic Recreational Authority beginning in the fall of 2020; and  
WHEREAS, due to the defeat of the ballot proposal to finance the construction of a community aquatic center; and  
WHEREAS, with no plans to revisit the feasibility of an aquatic center,  
NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby approves the dissolution of the Mid-Michigan Aquatic Recreational Authority and that all remaining funds be distributed equally between Union Township, the Mt Pleasant Public School District, and the City of Mt Pleasant.
8. Contract with Yeo & Yeo of Saginaw, Michigan for 2024 SAN and Host Replacement Project in the amount of \$51,489 and budget amendment of \$11,490.
9. 2025-2030 Capital Improvement Plan.
10. Warrants and payrolls dated May 29 & 31 & June 4, 2024 all totaling \$848,920.66.  
Motion unanimously adopted.

#### Announcements on City-Related Issues and New Business

Commissioner Eke announced that there will be Juneteenth celebrations on campus and within the community including a luncheon and documentary and a gathering at Island Park from 4-8 pm.

Commissioner Wingard expressed his support for the rail service and the opportunities this poses for the community. Commissioner Eke added that this would be a much-needed source of transportation for students attending CMU.

#### WORK SESSION:

11. Discussion on utility billing shut-off ordinance.

Moved by Commissioner Chapman and seconded by Commissioner Eke to adjourn the meeting at 8:15 p.m. Motion unanimously adopted.

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Amy Perschbacher, Mayor

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Heather Bouck, City Clerk

# Memorandum



TO: Aaron Desentz, City Manager

FROM: Jason Moore, DPW Director

DATE: May 14, 2024

SUBJECT: Award Contract for 1MG Elevated Tank Painting

## Request

The City Commission is requested to award the 2024 1MG Elevated Tank Painting bid to Fedewa, Inc. for \$104,399 and project construction engineering and oversight to Dixon Engineering for \$23,500.

## Reason

The 1MG spheroid elevated tank at 1680 Gover Parkway, built in 1977 and last repainted in 2007, underwent an inspection in 2018. The inspection revealed the coatings were still in good condition, allowing the repainting to be postponed until 2024. The 2024 project scope includes draining and cleaning the tank, rehabilitating the internal coatings, and replacing the exterior coating.

Dixon Engineering will manage the project. The City has previously contracted with Dixon on coating projects, and they have a proven track record in successfully handling such tasks.

On May 14, 2024, the following bids were received. Alternate bids were requested for two other paint color options. The base bid is for the same paint scheme as the North Kinney .5MG tank.

| Bidder   | Base Bid     | Alternate Bid #1 | Alternate Bid #2 |
|--|--------------|------------------|------------------|
| Fedewa, Inc.<br>Hastings, MI                           | \$104,399.00 | \$24,000.00      | \$24,000.00      |
| L & T Painting, Inc.<br>Shelby Twp., MI                | \$154,450.00 | \$14,000.00      | \$14,000.00      |
| George Kountoupes Painting Co.<br>Lincoln Park, MI     | \$160,500.00 | \$35,000.00      | \$34,000.00      |
| L.C. United Painting Co., Inc.<br>Sterling Heights, MI | \$173,000.00 | \$19,000.00      | \$19,000.00      |
| Viking Painting, LLC<br>La Vista, NE                   | \$178,900.00 | \$19,500.00      | \$19,500.00      |
| Stoic Industrial Coatings, LLC<br>Grand Ledge, MI      | \$198,000.00 | \$28,000.00      | \$28,000.00      |
| Worldwide Industries Corp.<br>Butler, PA               | \$244,610.00 | \$39,910.00      | \$38,610.00      |
| D & M Painting Corp.<br>Washington, PA                 | \$476,180.00 | \$72,000.00      | \$68,000.00      |

Fedewa is the lowest bidder, with their proposal encompassing all the work specified in the bid and under the budgeted amount of \$230,000. The City previously contracted with Fedewa for the 2022 Clarifier #1 Rehabilitation Project at the water plant.

## Recommendation

I recommend the City Commission award the 2024 1MG Elevated Tank Painting bid to Fedewa, Inc. for \$104,399, and a construction engineering and oversight contract with Dixon Engineering for \$23,500. Funds are available in the Water Distribution Reserve.

# City of Mt. Pleasant, Michigan

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

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

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

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT  
BETWEEN  
Northern Great Lakes Initiatives, Inc.  
AND  
City of Mt. Pleasant  
FOR  
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Amendment is to the Subrecipient Agreement ("Agreement") between the Northern Great Lakes Initiatives, Inc. dba Northern Initiatives ("Subrecipient") and the City of Mt. Pleasant ("UGLG"). Per the MSF Resolution 2012-142 and Section II of the Agreement, the parties agree to extend the end date identified in Section II, Paragraph 1, "Time of Performance" to June 30, 2027

All other terms and conditions of the Agreement shall remain unchanged and in full effect.

The Subrecipient and the UGLG have caused this Amendment to be executed by the respective representatives duly authorized to do so. This Amendment may be executed in one or more counterparts and by facsimile each of which shall constitute an original, and all of which together constitute the entire Agreement. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures.

Northern Great Lakes Initiatives, Inc.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elissa Sangalli  
Title: President

City of Mt. Pleasant

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Aaron Desentz  
Title: City Manager

ACKNOWLEDGED BY:

MICHIGAN STRATEGIC FUND  
An agency of the State of Michigan

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Casby  
Title: Fund Manager

Website: [www.mt-pleasant.org](http://www.mt-pleasant.org)

Michigan Relay Center for Speech & Hearing Impaired: 711

06/11/2024

CHECK REGISTER FOR CITY OF MT PLEASANT  
CHECK DATE FROM 06/07/2024 - 06/13/2024

| Check Date            | Vendor Name                         | Description            | Amount    |
|-----------------------|-------------------------------------|------------------------|-----------|
| Bank COMM COMMON CASH |                                     |                        |           |
| 06/07/2024            | DTE ENERGY                          | UTILITIES              | 7,581.80  |
| 06/13/2024            | BILL BRICKNER                       | REIMBURSEMENT          | 18.09     |
| 06/13/2024            | HEATHER BOUCK                       | REIMBURSEMENT          | 99.96     |
| 06/13/2024            | JANENE CHISEK                       | REIMBURSEMENT          | 46.83     |
| 06/13/2024            | MICHELLE SPONSELLER                 | REIMBURSEMENT          | 283.68    |
| 06/13/2024            | SHAR RAPPUHN                        | REIMBURSEMENT          | 9.65      |
| 06/13/2024            | TENLEY GOOD                         | REIMBURSEMENT          | 74.97     |
| 06/13/2024            | 1040 EAST BROOMFIELD LLC            | BROWNFIELD             | 1,270.00  |
| 06/13/2024            | ADAMS & ASSOCIATES APPRAISAL        | CONTRACT SVCS          | 10,000.00 |
| 06/13/2024            | ALEXANDER KIMBALL                   | REIMBURSEMENT          | 18.00     |
| 06/13/2024            | ALMA TIRE SERVICE INC               | SUPPLIES/VEHICLE MAINT | 542.10    |
| 06/13/2024            | ASSMANN'S INC                       | CONTRACT SVCS          | 4,426.00  |
| 06/13/2024            | BELLA KALIL                         | CONTRACT SVCS          | 30.00     |
| 06/13/2024            | BEN DVORAK                          | CONTRACT SVCS          | 45.00     |
| 06/13/2024            | BLOCK ELECTRIC COMPANY              | CONTRACT SVCS          | 675.00    |
| 06/13/2024            | BORDEN CREAMERY-CONDO ASSOCIATION   | CONTRACT SVCS          | 9,018.75  |
| 06/13/2024            | BOUND TREE MEDICAL, LLC             | SUPPLIES               | 436.94    |
| 06/13/2024            | BRAD DOEPKER                        | REIMBURSEMENT          | 13.00     |
| 06/13/2024            | BRAXTON GOMEZ                       | REIMBURSEMENT          | 216.00    |
| 06/13/2024            | BRUCE JORCK                         | REIMBURSEMENT          | 41.00     |
| 06/13/2024            | CDW GOVERNMENT, INC                 | SUPPLIES               | 1,269.18  |
| 06/13/2024            | CENTER MASS, INC.                   | TRAINING               | 267.30    |
| 06/13/2024            | CENTRAL ASPHALT, INC                | SUPPLIES               | 252.10    |
| 06/13/2024            | CENTRAL MICHIGAN DISTRICT           | CONTRACT SVCS          | 142.00    |
| 06/13/2024            | CENTURYLINK                         | COMMUNICATIONS         | 10.80     |
| 06/13/2024            | CITY TREASURER-CONTR RETAINAGE      | CONTRACT SVCS          | 3,825.50  |
| 06/13/2024            | CLARK HILL P.L.C.                   | CONTRACT SVCS          | 232.50    |
| 06/13/2024            | COREY DION WALTHER                  | REIMBURSEMENT          | 76.00     |
| 06/13/2024            | COYNE OIL CORPORATION               | FUEL                   | 13,407.39 |
| 06/13/2024            | CULLIGAN                            | CONTRACT SVCS          | 40.50     |
| 06/13/2024            | DAVID GROTHAUSE                     | REIMBURSEMENT          | 76.00     |
| 06/13/2024            | DAVID MCCLAIN                       | CONTRACT SVCS          | 45.00     |
| 06/13/2024            | ELIZA FABER                         | CONTRACT SVCS          | 30.00     |
| 06/13/2024            | ERIC SMITH                          | REIMBURSEMENT          | 462.30    |
| 06/13/2024            | EVAN BRADLEY                        | CONTRACT SVCS          | 30.00     |
| 06/13/2024            | FLEX ADMINISTRATORS                 | CONTRACT SVCS          | 235.20    |
| 06/13/2024            | FOSTER, SWIFT, COLLINS & SMITH, P.C | CONTRACT SVCS          | 3,783.00  |
| 06/13/2024            | FREDRICKSON SUPPLY, LLC             | SUPPLIES               | 859.35    |



|            |                               |                    |           |
|------------|-------------------------------|--------------------|-----------|
| 06/13/2024 | GALLS, LLC                    | UNIFORMS           | 360.82    |
| 06/13/2024 | GREEN SCENE LANDSCAPING, INC. | CONTRACT SVCS      | 2,607.79  |
| 06/13/2024 | HIRERIGHT                     | CONTRACT SVCS      | 356.80    |
| 06/13/2024 | HUTCH PAVING INC              | CONTRACT SVCS      | 34,429.50 |
| 06/13/2024 | ISABELLA COUNTY ROAD COMM     | CONTRACT SVCS      | 84,100.00 |
| 06/13/2024 | JASON MOORE                   | REIMBURSEMENT      | 88.04     |
| 06/13/2024 | JOSH LOUDENSLAGER             | REIMBURSEMENT      | 15.00     |
| 06/13/2024 | JUST FAB GRAPHICS             | CONTRACT SVCS      | 100.00    |
| 06/13/2024 | JUSTICE SPRINGER              | CONTRACT SVCS      | 30.00     |
| 06/13/2024 | KATHERINE LATHAM              | CONTRACT SVCS      | 30.00     |
| 06/13/2024 | KATIE BUGBEE                  | REIMBURSEMENT      | 50.00     |
| 06/13/2024 | KAYA FLAHERTY                 | CONTRACT SVCS      | 75.00     |
| 06/13/2024 | KENNEDY INDUSTRIES, INC       | SUPPLIES           | 1,664.11  |
| 06/13/2024 | KOPY KORNER                   | SUPPLIES           | 218.00    |
| 06/13/2024 | KRAPOHL FORD LINCOLN MERC     | SUPPLIES           | 713.19    |
| 06/13/2024 | LABELLE LIMITED PARTNERSHIP   | BROWNFIELD         | 970.00    |
| 06/13/2024 | MACOMB COMMUNITY COLLEGE      | TRAINING           | 2,000.00  |
| 06/13/2024 | MALLEY CONSTRUCTION, INC      | CONTRACT SVCS      | 1,500.00  |
| 06/13/2024 | MARILYN WIXSON                | REIMBURSEMENT      | 41.54     |
| 06/13/2024 | MARK KARIMI                   | CONTRACT SVCS      | 30.00     |
| 06/13/2024 | MCGUIRK MINI STORAGE          | BROWNFIELD         | 500.00    |
| 06/13/2024 | MCLAREN CORPORATE SERVICES    | CONTRACT SVCS      | 1,337.00  |
| 06/13/2024 | MICAH SPRINGER                | CONTRACT SVCS      | 45.00     |
| 06/13/2024 | MICHIGAN MUNICIPAL LEAGUE     | CONTRACT SVCS      | 9,836.00  |
| 06/13/2024 | MID-MICHIGAN INDUSTRIES       | CONTRACT SVCS      | 8,869.65  |
| 06/13/2024 | MIKA MEYERS                   | CONTRACT SVCS      | 850.00    |
| 06/13/2024 | MORGANN BOOTH                 | CONTRACT SVCS      | 45.00     |
| 06/13/2024 | NICHOLAS MOFFATT              | REIMBURSEMENT      | 52.00     |
| 06/13/2024 | NYE UNIFORM COMPANY           | UNIFORMS           | 561.48    |
| 06/13/2024 | O'NEIL & DUSO PLLC            | PROSECUTORIAL SVCS | 7,941.70  |
| 06/13/2024 | ODP BUSINESS SOLUTIONS LLC    | SUPPLIES           | 124.71    |
| 06/13/2024 | PAXXO (USA), INC.             | SUPPLIES           | 1,602.01  |
| 06/13/2024 | PERCEPTIVE CONTROLS, INC.     | CONTRACT SVCS      | 148.00    |
| 06/13/2024 | PIYUSH SARAIYA                | CONTRACT SVCS      | 60.00     |
| 06/13/2024 | PRO COMM, INC                 | SUPPLIES           | 560.00    |
| 06/13/2024 | PVS TECHNOLOGIES, INC         | CHEMICALS          | 9,333.21  |
| 06/13/2024 | REBECCA PARKER                | REIMBURSEMENT      | 73.00     |
| 06/13/2024 | REBECCA SWAREY                | REIMBURSEMENT      | 6.00      |
| 06/13/2024 | REVIZE                        | CONTRACT SVCS      | 6,900.00  |
| 06/13/2024 | ROMANOW BUILDING SERVICES     | CONTRACT SVCS      | 5,945.36  |
| 06/13/2024 | ROSEMARY CARSON               | REIMBURSEMENT      | 5.00      |
| 06/13/2024 | RYLEIGH FOSTER                | CONTRACT SVCS      | 45.00     |
| 06/13/2024 | SERENITI COLE                 | CONTRACT SVCS      | 30.00     |
| 06/13/2024 | SOUTHPOINT VILLAGE LLC        | BROWNFIELD         | 770.00    |

|            |                                     |               |           |
|------------|-------------------------------------|---------------|-----------|
| 06/13/2024 | STATE OF MICHIGAN                   | TRAINING      | 865.00    |
| 06/13/2024 | STERICYCLE, INC.                    | CONTRACT SVCS | 308.44    |
| 06/13/2024 | SUMMIT FIRE PROTECTION              | CONTRACT SVCS | 419.50    |
| 06/13/2024 | SUN VALLEY BASKETS & GIFTS          | SUPPLIES      | 590.00    |
| 06/13/2024 | SUPERIOR PRECAST PRODUCTS           | CONTRACT SVCS | 806.00    |
| 06/13/2024 | TAYLOR PARKER                       | REIMBURSEMENT | 13.06     |
| 06/13/2024 | THIELEN TURF IRRIGATION, INC        | CONTRACT SVCS | 3,486.00  |
| 06/13/2024 | TIMOTHY STANDEN                     | REIMBURSEMENT | 15.00     |
| 06/13/2024 | TINA CAPUSON                        | REIMBURSEMENT | 71.00     |
| 06/13/2024 | TLD PROPERTIES                      | BROWNFIELD    | 740.00    |
| 06/13/2024 | TRACE ANALYTICAL LABORATORIES, INC. | CONTRACT SVCS | 1,030.25  |
| 06/13/2024 | UNIFIRST CORPORATION                | CONTRACT SVCS | 143.06    |
| 06/13/2024 | USA SOFTBALL OF MICHIGAN            | SUPPLIES      | 90.00     |
| 06/13/2024 | USABUEBOOK                          | SUPPLIES      | 5,853.42  |
| 06/13/2024 | VERMONT SYSTEMS, INC                | CONTRACT SVCS | 385.00    |
| 06/13/2024 | WILLIAM MILLER                      | REIMBURSEMENT | 448.00    |
| 06/13/2024 | WOLVERINE SEALCOATING LLC           | CONTRACT SVCS | 13,514.93 |
| 06/13/2024 | WSG ARCHITECT                       | CONTRACT SVCS | 300.00    |
| 06/13/2024 | YEO & YEO TECHNOLOGY                | CONTRACT SVCS | 13,540.50 |

COMM TOTALS:

|                             |            |
|-----------------------------|------------|
| Total of 101 Checks:        | 287,529.96 |
| Less 0 Void Checks:         | 0.00       |
| Total of 101 Disbursements: | 287,529.96 |

**WRIGHT EXPRESS - 06/07/24**

| <u>Merchant Name</u>   | <u>Description</u>  | <u>Amount</u> | <u># of Invoices</u> |
|------------------------|---------------------|---------------|----------------------|
| 1221 SOUTH MISSION ROA | SUPPLIES            | 45.98         | 1                    |
| ACEMAPP                | TRAINING            | 100.00        | 2                    |
| ADOBE INC.             | CONTRACTED SERVICES | 59.99         | 1                    |
| AED SUPERSTORE         | SUPPLIES            | 584.00        | 1                    |
| AIRGAS LLC - NORTH N03 | SUPPLIES            | 43.99         | 1                    |
| ALDI 67053             | SUPPLIES            | 10.28         | 1                    |
| ALLEN SHUFFLEBOARD LLC | SUPPLIES            | 50.72         | 1                    |
| AMAZON MAR 114-638802  | SUPPLIES            | 149.00        | 1                    |
| AMAZON.COM 1E0G52P03   | SUPPLIES            | 47.97         | 1                    |
| AMAZON.COM 1Z79G1FK3   | SUPPLIES            | 127.92        | 1                    |
| AMAZON.COM BD81T4SH3   | SUPPLIES            | 404.05        | 1                    |
| AMAZON.COM JH9JM43O3   | SUPPLIES            | 24.99         | 1                    |
| AMAZON.COM OS5211ZU3   | SUPPLIES            | 230.86        | 1                    |
| AMAZON.COM P61Y08QT3   | SUPPLIES            | 10.65         | 1                    |
| AMAZON.COM UF0MG4Z93   | SUPPLIES            | 53.15         | 1                    |
| AMAZON.COM WZ29280W3   | SUPPLIES            | 12.22         | 1                    |
| AMAZON.COM ZS6E08023   | SUPPLIES            | 8.65          | 1                    |
| AMZN MKTP US           | REFUND              | -620.00       | 1                    |
| AMZN MKTP US           | REFUND              | -28.03        | 1                    |
| AMZN MKTP US           | REFUND              | -114.69       | 1                    |
| AMZN MKTP US 022RA1JJ3 | SUPPLIES            | 204.06        | 1                    |
| AMZN MKTP US 0M8RN9K33 | SUPPLIES            | 64.80         | 1                    |
| AMZN MKTP US 0S17A68F3 | SUPPLIES            | 21.99         | 1                    |
| AMZN MKTP US 0V2894953 | SUPPLIES            | 197.94        | 1                    |
| AMZN MKTP US 0V3AT4WN3 | SUPPLIES            | 114.99        | 1                    |
| AMZN MKTP US 0X1XB9VT3 | SUPPLIES            | 42.51         | 1                    |
| AMZN MKTP US 3I0ZE0NO3 | SUPPLIES            | 114.69        | 1                    |
| AMZN MKTP US 3K6890KM3 | SUPPLIES            | 89.95         | 1                    |
| AMZN MKTP US 534895UR3 | SUPPLIES            | 64.99         | 1                    |
| AMZN MKTP US 5637S8GS3 | SUPPLIES            | 34.78         | 1                    |
| AMZN MKTP US 5L0ML54X3 | SUPPLIES            | 284.99        | 1                    |
| AMZN MKTP US 5R97P3PT3 | SUPPLIES            | 34.99         | 1                    |
| AMZN MKTP US 6F68F2NJ3 | SUPPLIES            | 259.99        | 1                    |
| AMZN MKTP US 723K79AZ3 | SUPPLIES            | 29.38         | 1                    |
| AMZN MKTP US 751OV55H3 | SUPPLIES            | 34.99         | 1                    |
| AMZN MKTP US 7H6V54ZR3 | SUPPLIES            | 126.90        | 1                    |
| AMZN MKTP US 8D4TP6BP3 | SUPPLIES            | 33.97         | 1                    |
| AMZN MKTP US 8G3WW8SM3 | SUPPLIES            | 56.99         | 1                    |
| AMZN MKTP US 8K9Y57P33 | SUPPLIES            | 359.98        | 1                    |
| AMZN MKTP US 8U3R00NB3 | SUPPLIES            | 620.00        | 1                    |
| AMZN MKTP US CI74B1HI3 | SUPPLIES            | 70.23         | 1                    |
| AMZN MKTP US CO7SE5SL3 | SUPPLIES            | 78.41         | 1                    |
| AMZN MKTP US D19NA3WL3 | SUPPLIES            | 127.82        | 1                    |

|                        |                     |        |   |
|------------------------|---------------------|--------|---|
| AMZN MKTP US D26PC22T3 | SUPPLIES            | 29.99  | 1 |
| AMZN MKTP US D57J14CO3 | SUPPLIES            | 29.95  | 1 |
| AMZN MKTP US DB05X58V3 | SUPPLIES            | 184.70 | 1 |
| AMZN MKTP US DE0786OG3 | SUPPLIES            | 599.99 | 1 |
| AMZN MKTP US EU25N4OJ3 | SUPPLIES            | 48.37  | 1 |
| AMZN MKTP US EX47Q8IE3 | SUPPLIES            | 19.98  | 1 |
| AMZN MKTP US F87SW7GV3 | SUPPLIES            | 750.00 | 1 |
| AMZN MKTP US FF52V8CK3 | SUPPLIES            | 89.90  | 1 |
| AMZN MKTP US G95VL6BM3 | SUPPLIES            | 114.30 | 1 |
| AMZN MKTP US IR9BO82B3 | SUPPLIES            | 31.94  | 1 |
| AMZN MKTP US JK66I3YU3 | SUPPLIES            | 11.39  | 1 |
| AMZN MKTP US K51BM8GM3 | UNIFORMS            | 54.99  | 1 |
| AMZN MKTP US MH4QH64L3 | SUPPLIES            | 149.94 | 1 |
| AMZN MKTP US ML51P29I3 | SUPPLIES            | 394.44 | 1 |
| AMZN MKTP US MM0461QL3 | SUPPLIES            | 57.05  | 1 |
| AMZN MKTP US MV6X00CF3 | SUPPLIES            | 150.00 | 1 |
| AMZN MKTP US NJ25W7PF3 | SUPPLIES            | 197.08 | 1 |
| AMZN MKTP US OE3HC7F03 | SUPPLIES            | 92.75  | 1 |
| AMZN MKTP US PB0QM15T3 | SUPPLIES            | 73.92  | 1 |
| AMZN MKTP US PQ3T100U3 | SUPPLIES            | 247.00 | 1 |
| AMZN MKTP US Q00RU9LE3 | SUPPLIES            | 220.00 | 1 |
| AMZN MKTP US R57GJ01M3 | SUPPLIES            | 114.04 | 1 |
| AMZN MKTP US SN4WZ7BK3 | SUPPLIES            | 25.30  | 1 |
| AMZN MKTP US TL3AP5QL3 | SUPPLIES            | 159.95 | 1 |
| AMZN MKTP US V60TB7673 | SUPPLIES            | 32.98  | 1 |
| AMZN MKTP US WA1T34SL3 | SUPPLIES            | 74.97  | 1 |
| AMZN MKTP US WM23M6H03 | SUPPLIES            | 142.98 | 1 |
| AMZN MKTP US X119Z5BP3 | SUPPLIES            | 519.83 | 1 |
| AMZN MKTP US X64HO4CV3 | SUPPLIES            | 459.40 | 1 |
| AMZN MKTP US XT3AB1VE3 | SUPPLIES            | 39.98  | 1 |
| AMZN MKTP US Z495L9IP3 | SUPPLIES            | 54.98  | 1 |
| AMZN MKTP US ZB91X2423 | SUPPLIES            | 60.99  | 1 |
| AMZN MKTP US ZE2PQ1EU3 | SUPPLIES            | 26.97  | 1 |
| AMZN MKTP US ZN7HM9O83 | SUPPLIES            | 176.41 | 1 |
| APT US&C               | CONTRACTED SERVICES | 199.00 | 1 |
| ART REACH OF MID MICHI | SUPPLIES            | 60.00  | 1 |
| AUDIOBOOKS.COM         | TRAINING            | 14.95  | 1 |
| AUTOMATION SYSTEMS INT | SUPPLIES            | 586.48 | 1 |
| AUTOZONE #2199         | REFUND              | -22.00 | 1 |
| AUTOZONE #2199         | SUPPLIES            | 89.97  | 1 |
| AUTOZONE #2199         | SUPPLIES            | 152.99 | 1 |
| AUTOZONE #2199         | SUPPLIES            | 7.29   | 1 |
| AUTOZONE #2199         | SUPPLIES            | 118.47 | 1 |
| AUTOZONE #2199         | SUPPLIES            | 13.00  | 1 |
| BA SHIELDS             | SUPPLIES            | 475.00 | 1 |
| BATTERIES+BULBS #0120  | SUPPLIES            | 26.95  | 1 |
| BESTBUYCOM806935767491 | SUPPLIES            | 429.98 | 2 |

|                        |                     |          |   |
|------------------------|---------------------|----------|---|
| BILLS CUSTOM FAB, INC  | CONTRACTED SERVICES | 20.70    | 1 |
| BILLS CUSTOM FAB, INC  | CONTRACTED SERVICES | 719.33   | 1 |
| BILLS CUSTOM FAB, INC  | CONTRACTED SERVICES | 69.21    | 1 |
| CANVA I04150-72167911  | CONTRACTED SERVICES | 119.99   | 1 |
| CHATGPT SUBSCRIPTION   | CONTRACTED SERVICES | 20.00    | 1 |
| CHATGPT SUBSCRIPTION   | CONTRACTED SERVICES | 20.00    | 1 |
| COUNTRY STITCH-N LLC   | SUPPLIES            | 610.50   | 1 |
| COYNE OIL              | SUPPLIES            | 37.84    | 1 |
| DEPATIE FLUID POWER CO | CONTRACTED SERVICES | 379.87   | 2 |
| DEPATIE FLUID POWER CO | CONTRACTED SERVICES | 55.11    | 1 |
| DEPRESSION CENTER      | TRAINING            | 60.00    | 1 |
| DEWITT LUMBER COMPANY  | SUPPLIES            | 44.04    | 1 |
| DEWITT LUMBER COMPANY  | SUPPLIES            | 91.96    | 1 |
| DICKS SPORTING GOODS   | SUPPLIES            | 38.14    | 1 |
| DOCUSIGN               | CONTRACTED SERVICES | 2,808.00 | 1 |
| DOMINO'S 1240          | SUPPLIES            | 35.97    | 1 |
| DOUGS SMALL ENGINE S A | CONTRACTED SERVICES | 205.99   | 1 |
| DOUGS SMALL ENGINE S A | SUPPLIES            | 28.39    | 1 |
| DOUGS SMALL ENGINE S A | SUPPLIES            | 20.99    | 1 |
| DOUGS SMALL ENGINE S A | SUPPLIES            | 13.98    | 1 |
| DOUGS SMALL ENGINE S A | SUPPLIES            | 39.98    | 1 |
| DOUGS SMALL ENGINE S A | CONTRACTED SERVICES | 17.99    | 1 |
| DREAMSTIME.COM         | CONTRACTED SERVICES | 39.00    | 1 |
| EBAY O 06-11513-32115  | SUPPLIES            | 74.95    | 1 |
| EBAY O 14-11480-89853  | SUPPLIES            | 115.83   | 1 |
| ELAVON SERVICE FEE     | SERVICE FEE         | 0.31     | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 69.00    | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 1,368.20 | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 15.00    | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 426.00   | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 4.00     | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 87.00    | 1 |
| ETNA DISTRIBUTORS, LLC | SUPPLIES            | 293.73   | 1 |
| FAIRFIELD INN & SUITES | REFUND              | -20.40   | 1 |
| FAIRFIELD INN & SUITES | TRAINING            | 761.60   | 2 |
| FEEDERS SUPPLY COMPANY | SUPPLIES            | 76.27    | 1 |
| FERGUSON ENT, INC 1879 | SUPPLIES            | 217.44   | 1 |
| FRONTIER COMM CORP WEB | UTILITIES           | 70.98    | 1 |
| GFS ECOMM #0152        | SUPPLIES            | 99.90    | 4 |
| GFS STORE #0152        | SUPPLIES            | 9.49     | 1 |
| GFS STORE #0152        | SUPPLIES            | 248.20   | 1 |
| GFS STORE #0152        | SUPPLIES            | 51.98    | 1 |
| GFS STORE #0152        | SUPPLIES            | 268.94   | 1 |
| GFS STORE #0152        | REFUND              | -139.98  | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 54.67    | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 47.68    | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 57.85    | 1 |

|                        |                     |          |   |
|------------------------|---------------------|----------|---|
| GILLROYS HARDWARE 6743 | SUPPLIES            | 38.87    | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 24.46    | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 5.18     | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 11.39    | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 8.58     | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 8.99     | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 206.89   | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 11.27    | 2 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 189.62   | 7 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 57.17    | 1 |
| GILLROYS HARDWARE 6743 | SUPPLIES            | 70.42    | 2 |
| GLOCK INC              | REFUND              | -135.00  | 1 |
| GOTOCOM GOTOMYPC       | CONTRACTED SERVICES | 44.00    | 1 |
| GOTOCOM GOTOMYPC       | CONTRACTED SERVICES | 44.00    | 1 |
| GRAINGER               | SUPPLIES            | 199.86   | 1 |
| GRAND TRAVERSE RUBBE   | SUPPLIES            | 44.80    | 1 |
| GRAND TRAVERSE RUBBE   | SUPPLIES            | 99.66    | 1 |
| GRAND TRAVERSE RUBBE   | SUPPLIES            | 33.61    | 1 |
| GRANGER WASTE SERVICES | CONTRACTED SERVICES | 81.26    | 1 |
| GREENTREE COOPERATIVE  | SUPPLIES            | 0.78     | 1 |
| HAMPTON INN AND SUITES | TRAINING            | 379.97   | 1 |
| HARBOR FREIGHT TOOLS 6 | SUPPLIES            | 130.87   | 1 |
| HARBOR FREIGHT TOOLS 6 | SUPPLIES            | 12.98    | 1 |
| HARBOR FREIGHT TOOLS 6 | SUPPLIES            | 99.98    | 1 |
| HOBBY-LOBBY #888       | SUPPLIES            | 122.28   | 1 |
| HOMEDEPOT.COM          | SUPPLIES            | 389.00   | 1 |
| HUTSON OF MI ROSEBUSH  | CONTRACTED SERVICES | 122.73   | 1 |
| HUTSON OF MI ROSEBUSH  | CONTRACTED SERVICES | 189.87   | 2 |
| IDENTOGO - MI FINGE    | CONTRACTED SERVICES | 66.25    | 1 |
| IL TOLLWAY -PAY BY PLA | CONTRACTED SERVICES | 9.80     | 1 |
| IN JUST FAB GRAPHICS   | SUPPLIES            | 0.00     | 2 |
| IN MICHIGAN FIRE INSP  | TRAINING            | 40.00    | 1 |
| JAYS SPORTING GOODS -  | SUPPLIES            | 144.97   | 1 |
| JERSEY MIKES 31062     | TRAINING            | 154.42   | 1 |
| JIFFY.COM              | SUPPLIES            | 153.19   | 2 |
| KRAPOHL FORD LINCOLN   | CONTRACTED SERVICES | 93.77    | 1 |
| LEVATA CHICAGO, IL     | SUPPLIES            | 435.37   | 1 |
| LIFETIME METAL SALES   | SUPPLIES            | 1,564.99 | 3 |
| LOGOS GALORE           | UNIFORMS            | 336.00   | 1 |
| LS MOTORLESS MOTION    | CONTRACTED SERVICES | 34.95    | 1 |
| MCMASTER-CARR          | SUPPLIES            | 350.23   | 1 |
| MCMASTER-CARR          | SUPPLIES            | 142.52   | 1 |
| MCMASTER-CARR          | SUPPLIES            | 142.88   | 1 |
| MEDLER ELECTRIC MT PLE | SUPPLIES            | 50.85    | 1 |
| MEDLER ELECTRIC MT PLE | SUPPLIES            | 769.27   | 1 |
| MEDLER ELECTRIC MT PLE | SUPPLIES            | 2,606.89 | 1 |
| MEDLER ELECTRIC MT PLE | SUPPLIES            | 95.67    | 1 |

|                        |                     |         |    |
|------------------------|---------------------|---------|----|
| MEDLER ELECTRIC MT PLE | SUPPLIES            | 146.93  | 3  |
| MEDLER ELECTRIC MT PLE | SUPPLIES            | 102.27  | 1  |
| MEEKHOF TIRE MT PLEASN | SUPPLIES            | 33.00   | 1  |
| MEEKHOF TIRE MT PLEASN | SUPPLIES            | 945.00  | 1  |
| MEIJER # 069           | SUPPLIES            | 50.07   | 2  |
| MEIJER # 069           | SUPPLIES            | 104.23  | 2  |
| MEIJER # 069           | SUPPLIES            | 13.75   | 1  |
| MEIJER STORE #069      | SUPPLIES            | 161.29  | 2  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 229.98  | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 13.67   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 91.04   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 85.28   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 62.43   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 34.96   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 205.78  | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 34.94   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 46.98   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 10.99   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 291.84  | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 745.47  | 10 |
| MENARDS MT. PLEASANT M | SUPPLIES            | 41.90   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 10.35   | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 459.99  | 1  |
| MENARDS MT. PLEASANT M | SUPPLIES            | 7.96    | 1  |
| META STORE FACEBKPRTL  | FRAUD CHARGE        | 100.00  | 1  |
| META STORE FACEBKPRTL  | REFUND FRAUD        | -300.00 | 3  |
| MI STATE POLICE ICHAT  | CONTRACTED SERVICES | 20.00   | 2  |
| MI STATE POLICE PMTS   | TRAINING            | 150.00  | 1  |
| MI STATE POLICE PMTS   | TRAINING            | 150.00  | 1  |
| MICHIGAN ASSOCIATION O | TRAINING            | 945.00  | 1  |
| MICHIGAN CAT SAGINAW   | SUPPLIES            | 142.81  | 1  |
| MICHIGAN RECREATION &  | TRAINING            | 50.00   | 1  |
| MICHIGAN RECREATION &  | TRAINING            | 79.00   | 1  |
| MICHIGAN WATER ENVIORN | TRAINING            | 750.00  | 1  |
| MIDWAYUSA COM          | SUPPLIES            | 137.69  | 1  |
| MIRION TECHNOLOGIES (C | CONTRACTED SERVICES | 783.56  | 1  |
| MISTER CAR WASH #1466  | CONTRACTED SERVICES | 59.97   | 3  |
| MORNING STAR PUBLISHIN | CONTRACTED SERVICES | 101.86  | 1  |
| MORNING STAR PUBLISHIN | CONTRACTED SERVICES | 193.86  | 2  |
| MORNING STAR PUBLISHIN | CONTRACTED SERVICES | 101.86  | 1  |
| MRWA                   | CONTRACTED SERVICES | 99.00   | 1  |
| MT PLEASANT FARMERS MA | SUPPLIES            | 5.00    | 1  |
| MT PLEASANT FARMERS MA | SUPPLIES            | 20.00   | 1  |
| MT. PLEASANT CHAMBER   | TRAINING            | 20.00   | 1  |
| MUMFORD OIL & GAS SU   | SUPPLIES            | 97.91   | 2  |
| NAPA AUTO PARTS 419    | SUPPLIES            | 36.66   | 1  |
| NAPA AUTO PARTS 419    | REFUND              | -134.67 | 1  |

|                        |                     |           |   |
|------------------------|---------------------|-----------|---|
| NAPA AUTO PARTS 419    | SUPPLIES            | 26.66     | 1 |
| NAPA AUTO PARTS 419    | SUPPLIES            | 104.59    | 3 |
| NAPA AUTO PARTS 419    | SUPPLIES            | 1,162.99  | 1 |
| NAPA AUTO PARTS 419    | SUPPLIES            | 587.47    | 3 |
| NAPA AUTO PARTS 419    | SUPPLIES            | 66.97     | 1 |
| NATIONAL SOCIETY OF PR | SUPPLIES            | 40.00     | 1 |
| NATIONAL TARGET INC    | SUPPLIES            | 105.00    | 1 |
| NATL WAREHOUSE         | CONTRACTED SERVICES | 2,040.73  | 1 |
| NETSOURCE ONE          | CONTRACTED SERVICES | 174.92    | 1 |
| OPENAI CHATGPT SUBSCR  | CONTRACTED SERVICES | 20.00     | 1 |
| PAPAS PUMPKIN PATCH    | SUPPLIES            | 31.13     | 1 |
| PAYPAL BADGEWALLET     | UNIFORMS            | 108.00    | 1 |
| PAYPAL EPOLICESUPP     | UNIFORMS            | 70.95     | 1 |
| PAYPAL VSHRM           | TRAINING            | 198.00    | 2 |
| PDQ.COM                | CONTRACTED SERVICES | 1,575.00  | 1 |
| PICKARD STREET CITGO   | SUPPLIES            | 45.78     | 2 |
| PRAETORIAN             | TRAINING            | 269.00    | 1 |
| PRECISION DIGITAL      | CONTRACTED SERVICES | 315.19    | 1 |
| PSI - MCOLES           | TRAINING            | 75.00     | 1 |
| REPUBLIC SERVICES TRAS | CONTRACTED SERVICES | 28,431.30 | 5 |
| RV CENTRAL             | CONTRACTED SERVICES | 705.74    | 1 |
| SAMSClub.COM           | SUPPLIES            | 313.75    | 1 |
| SCIENTIFIC BRAKE MT PL | SUPPLIES            | 33.18     | 1 |
| SCIENTIFIC BRAKE MT PL | SUPPLIES            | 3,143.83  | 2 |
| SCIENTIFIC BRAKE MT PL | SUPPLIES            | 12.05     | 1 |
| SEC OF STATE BRANCH 24 | CONTRACTED SERVICES | 15.00     | 1 |
| SHERWIN WILLIAMS 70131 | SUPPLIES            | 474.13    | 1 |
| SHERWIN WILLIAMS 70131 | SUPPLIES            | 178.20    | 1 |
| SP 7DEA59-3            | SUPPLIES            | 616.00    | 1 |
| SP 7DEA59-3            | SUPPLIES            | 123.00    | 1 |
| SP AXE HEAD THREADS    | UNIFORMS            | 142.00    | 1 |
| SP NAYS ONLINE STORE   | CONTRACTED SERVICES | 173.29    | 1 |
| SPARTAN DISTRIBUTORS A | CONTRACTED SERVICES | 460.88    | 1 |
| SPECTRUM               | CONTRACTED SERVICES | 409.47    | 2 |
| SQ BECK'S BEES         | SUPPLIES            | 20.00     | 1 |
| SQ ISABELLA CONSERVAT  | SUPPLIES            | 81.00     | 1 |
| SQ JOZZALYNN'S MICROG  | SUPPLIES            | 15.31     | 1 |
| SQ JOZZALYNN'S MICROG  | SUPPLIES            | 8.06      | 1 |
| SQ PLEASANT CITY COFF  | MISCELLANEOUS       | 7.31      | 1 |
| SQ THE CHEESE PEOPLE   | SUPPLIES            | 96.90     | 2 |
| SQ TRI-CITY MUSHROOMS  | SUPPLIES            | 18.00     | 1 |
| SQ UDDER BLISS FARM    | SUPPLIES            | 6.00      | 1 |
| STAPLES 00103101       | SUPPLIES            | 90.96     | 2 |
| STAPLES 00103101       | SUPPLIES            | 27.98     | 1 |
| STAPLES 00103101       | SUPPLIES            | 71.98     | 2 |
| STAPLES 00103101       | SUPPLIES            | 169.99    | 1 |
| STAPLES 00103101       | SUPPLIES            | 23.98     | 1 |



|                        |                     |          |   |
|------------------------|---------------------|----------|---|
| STAPLES INC            | SUPPLIES            | 56.74    | 1 |
| STAPLES INC            | SUPPLIES            | 0.77     | 1 |
| STAPLES INC            | SUPPLIES            | 67.27    | 1 |
| STAPLES INC            | SUPPLIES            | 368.79   | 1 |
| STAPLES INC            | SUPPLIES            | 79.06    | 1 |
| STAPLES INC            | SUPPLIES            | 106.55   | 1 |
| STARBUCKS STORE 11728  | MISCELLANEOUS       | 3.13     | 1 |
| STATE EGLE EVENTS      | REFUND              | -425.00  | 1 |
| TARGET 00009241        | SUPPLIES            | 8.98     | 1 |
| TARGET 00009241        | SUPPLIES            | 88.48    | 1 |
| TARGET 00009241        | SUPPLIES            | 11.98    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 39.98    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 8.87     | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 18.97    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 85.94    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 34.97    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 57.92    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 433.44   | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 43.44    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 60.93    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 12.29    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 23.92    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 21.98    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 25.97    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 203.45   | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 134.90   | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 912.28   | 9 |
| THE HOME DEPOT #2732   | SUPPLIES            | 14.18    | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 212.08   | 1 |
| THE HOME DEPOT #2732   | SUPPLIES            | 40.94    | 1 |
| THERANEST MONTHLY SUB  | CONTRACTED SERVICES | 91.00    | 1 |
| TLO TRANSUNION         | CONTRACTED SERVICES | 75.00    | 1 |
| TN TH, \$12/UNLI       | CONTRACTED SERVICES | 12.00    | 1 |
| TOWN CENTER REFRIGERAT | CONTRACTED SERVICES | 770.73   | 1 |
| TOWN CENTER REFRIGERAT | SUPPLIES            | 685.40   | 1 |
| TOWNEPLACE SUITES CHES | TRAINING            | 157.32   | 1 |
| TOWNEPLACE SUITES CHES | TRAINING            | 1,270.05 | 3 |
| TRACTOR-SUPPLY-CO #064 | SUPPLIES            | 198.44   | 4 |
| TRACTOR-SUPPLY-CO #064 | SUPPLIES            | 62.97    | 1 |
| TRACTOR-SUPPLY-CO #064 | SUPPLIES            | 54.98    | 2 |
| TST THE BRASS          | MISCELLANEOUS       | 25.20    | 1 |
| ULINE SHIP SUPPLIES    | SUPPLIES            | 1,007.80 | 1 |
| ULINE SHIP SUPPLIES    | SUPPLIES            | 1,254.72 | 1 |
| USPS PO 2564400858     | SUPPLIES            | 204.00   | 1 |
| USPS PO 2564400858     | SUPPLIES            | 68.00    | 1 |
| VERIZON CONNECT        | CONTRACTED SERVICES | 231.20   | 1 |
| VZWRLSS APOCC VISB     | COMMUNICATIONS      | 6,870.96 | 5 |

|                        |                     |                   |            |
|------------------------|---------------------|-------------------|------------|
| WIELAND TRUCK CTR. CLA | REFUND              | -517.50           | 1          |
| WIELAND TRUCK CTR. CLA | SUPPLIES            | 1,448.37          | 1          |
| WINN TELEPHONE         | COMMUNICATIONS      | 1,845.78          | 2          |
| WM SUPERCENTER #1428   | SUPPLIES            | 67.06             | 1          |
| WM SUPERCENTER #1428   | SUPPLIES            | 69.22             | 1          |
| WOOD SHOP SOCIAL       | SUPPLIES            | 719.93            | 1          |
| WOOD SHOP SOCIAL       | SUPPLIES            | -755.95           | 2          |
| ZOOM.US 888-799-9666   | CONTRACTED SERVICES | 15.99             | 1          |
| <b>TOTALS</b>          |                     | <b>100,412.86</b> | <b>409</b> |

# Memorandum



TO: Aaron Desentz, City Manager  
FROM: Jason Moore, DPW Director  
DATE: June 14, 2024  
SUBJECT: Granger Waste Services Franchise Agreement and Solid Waste Ordinance Changes

## Request

The City Commission is requested to set a public hearing for July 8 regarding changes to the solid waste ordinance.

## 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 will be asked to approve it at a future meeting after the public hearing regarding the ordinance change.

## Recommendation

It is recommended the City Commission set a public hearing for July 8 regarding changes to the solid waste ordinance.

**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]<br><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]<br><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<br><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<br><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](http://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, fire, 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/](http://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 recycling pre-collection requirements |
| 50.07   | City refuse bag and tag specifications           |
| 50.08   | City refuse cart specifications                  |
| 50.09   | 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~~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.~~ 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.~~

~~(c)~~(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 - 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 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

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### Section

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### ***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.

**Commented [MR1]:** The redline changes made this so it does not have any definition. I suggest removing it altogether or adding a definition if one is needed.

**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.**

**Commented [MR2]:** A violation of this is a municipal civil infraction, so while the city may provide a notice of violation without issuing a citation it can immediately issue a citation if it wishes. I would not recommend allowing "repeat offenders" extra time to come into compliance.

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 collectors 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.

**Commented [MR3]:** Who reviews? The City or the hauler? Can either?

(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*

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The background features a stylized illustration of a building with a brown roof and several white cupolas with blue roofs. A green hill is visible in the bottom left corner, and a dark blue curved shape is in the top left corner.

# *Mt. Pleasant*

[meet here]



# Solid Waste – Curbside Collection Granger Agreement and Ordinance Changes

*Monday, June 24, 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.

# 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]



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



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

### **MEMORANDUM**

**DATE:** June 11, 2024  
**TO:** Aaron Desentz, City Manager  
**FROM:** Paul Lauria, Director of Public Safety  
**SUBJECT:** Managed Natural Landscape Ordinance

At the regular meeting of the City Commission on May 28, 2024, there was a Public Hearing on Managed Natural Landscaping Ordinance (MNLO). A copy of that proposed ordinance is attached to this memorandum.

During public input, Commissioners heard from residents who were confused by, opposed to and/or for the proposed ordinance. One resident discussed an ordinance from Ames, Iowa they felt was a good example of an "educational ordinance" on natural landscaping. Attached to this memorandum is what I believe the resident was referring to. I did not find anything specific to the City of Ames, but rather in general to the State of Iowa.

In addition, there were several residents who voiced concerns about the proposed maximum 12-inch height limit of flowers, shrubs, and other vegetation in the city's right-of-way. It was indicated that currently, several properties would be in violation of exceeding the 12-inch limit within the right-of-way if the proposed MNLO was passed.

After public input and discussion by the Commission, they decided to postpone voting on the proposed MNLO.

As a reminder, the City's current ordinance *96.05 Lawn Maintenance; Height; Removal of Noxious Weeds* allows agricultural crops, cultivated flowers, cultivated trees, or cultivated shrubs all to exceed 12-inches in height whether its in a yard or the right-of-way. However, once a yard and/or right-of-way is maintained by weeds or any type of grass more than 12-inches it becomes a violation of the ordinance. It is important to also point out that specific noxious matters are also prohibited. I have attached the current ordinance for reference.



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

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



What is the next logical step(s)? The question comes after much discussion by the Commission and the input that has been received by residents. It is my recommendation to leave the current ordinance as is. If the Commission desires to allow residents to grow native grasses beyond 12-inches those can be listed as an exception to the current ordinance much like the list of noxious weeds.

If you have any questions or need additional information please do not hesitate to contact me.

**CITY OF MOUNT PLEASANT  
ISABELLA COUNTY**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REGULATE LANDSCAPES**

It is hereby ordained by the People of the City of Mount Pleasant:

**Section 1. Purpose.** The City finds it is in the public's interests to encourage diverse landscape treatments throughout the City, particularly those landscape elements that support the preservation, restoration, and management of native plant communities, healthy pollinator communities, and soil and water conservation.

**Section 2. Definitions.** The following words and phrases, when used in this Ordinance, shall have the following meanings:

*Cultivate* means to grow or maintain vegetation.

*Harmful Vegetation* means any and all vegetation that in any way becomes a hazard to or detrimental to the health of any person.

*Invasive Species* means any vegetation that is not a native plant and whose introduction causes harm, or is likely to cause harm to Michigan's economy, environment, or human health.

*Maintain* means to keep in a particular state or condition, taking the necessary actions to prevent deterioration, and keeping vegetation in the intended and controlled area.

*Native Plants* means those plants identified as native plant species in southern Lower Michigan by Michigan State University Native Plants and Ecosystem Services, a copy of which shall be made available upon request.

*Noxious Weeds* means Canada thistle, dodders, mustards, wild carrot, bindweeds, perennial sowthistle, hoary alyssum, ragweed, poison ivy, quack-grass, poison sumac, or any other plants that are recognized as inducing hay fever, rose fever or other diseases, or as being in any way deleterious to the health or comfort of the community. This Ordinance does not apply to weeds in fields devoted to growing any small grain crop such as soybeans, wheat, oats, barley, or rye.

*Managed Natural Landscaping* means a planned, intentional, controlled and maintained landscaping of native plants, ornamental grasses and groundcovers, rain gardens, shrubs and trees. Managed natural landscaping does not include turf-grass lawns left unattended for the purpose of returning to a natural state.

*Right of Way* means any street, road, sidewalk, alley, driveway, or similar path by or upon which pedestrians or vehicles travel.

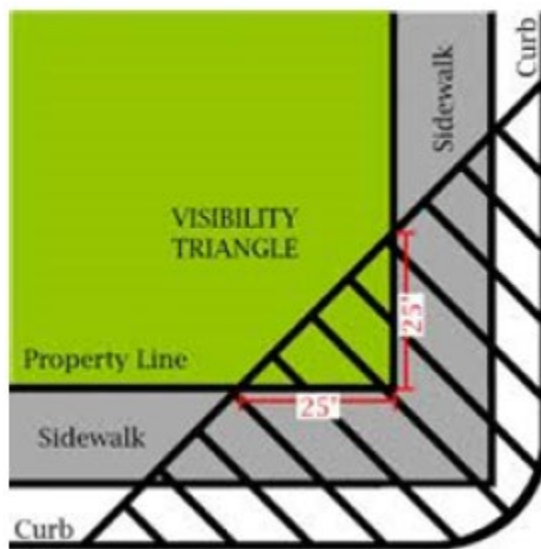


*Weeds* means all weeds, grass, brush, wildings, second growth, rank vegetation or other vegetation that is not growing in its proper place, having a greater height than seven inches or a spread of more than seven inches.

### Section 3. Regulations.

- A. It is unlawful for any person to cultivate any managed natural landscaping at a height greater than 12 inches in any right of way.
- B. It is unlawful for any person to cultivate any managed natural landscaping in a manner which obstructs vision for any person traveling through or in any right of way.
- C. It is unlawful for any person to cultivate any managed natural landscaping in a front yard within 12 inches of the sidewalk, right of way, and or street.
- D. It is unlawful for any person to cultivate any managed natural landscaping which crosses over any property lines.
- E. It is unlawful for any person to cultivate any harmful vegetation, noxious weeds, or invasive species of vegetation within planned managed natural landscaping.
- F. It is unlawful for any person to cultivate any managed natural landscaping that obstructs the visibility triangle at intersections, with the visibility triangle incorporating the area within a triangle formed by the intersection of the street right-of-way lines, as illustrated in Figure 1 below.

**Figure 1**



**Section 4. Exceptions.** The following are exceptions to the regulations of Section 3, except that there are no exceptions to Subsection 3(B):

- A. The area in violation is actively used as agricultural land;
- B. The area in violation is part of a residential housing plat under development or land under development for sale by lot for building residential housing; or
- C. The area in violation is a wetland as that term is defined in the State Natural Resources and Environmental Protection Act, Public Act 451 of 1994, MCL 324.101 *et seq.*, as amended.

**Section 5. Duty to Remove.** It is the duty of every owner, occupant, or person having charge of any land within the City to cut down or cause to be cut down and destroyed all vegetation in violation of this Ordinance as often as may be necessary to comply with this Ordinance.

**Section 6. Notice of Violation by City.** The City may issue written notice to the owner, occupant, or person having charge of any land within the City that is in violation of this Ordinance. Such notice shall provide the owner, occupant, or person having charge of the land with 10 days to bring the land into compliance with this Ordinance.

**Section 7. Removal by City.**

- A. If the owner, occupant, or person having charge of any land within the City refuses to remove vegetation after receiving notice under Section 6, then the City or its authorized agent may enter upon the land and cut down or cause to be cut down and destroyed all vegetation in violation of this Ordinance.
- B. Any expense related to the removal of vegetation pursuant to Subsection 7(A) will be billed to the owner, occupant, or person having charge of the land.
- C. If any person billed for the removal of vegetation pursuant to Subsection 7(B) has not paid for the removal after 30 days from billing, the City has the right place a lien on the property to secure the collection of the expense.
- D. Any vegetation that is damaged, altered, or destroyed by the City in the natural course of City maintenance, such as snow plowing, is not the responsibility of the City to replace or to compensate for.

**Section 8. Penalty.** Any person violating this Ordinance shall be held responsible for a municipal civil infraction and prosecuted in accordance with the Municipal Civil Infractions Ordinance. The fine for violation of a municipal civil infraction under this Ordinance shall be \$50; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.

**Section 9. Repealer.** This Ordinance expressly repeals all City ordinances and parts of ordinances in conflict with this Ordinance.

**Section 10. Severability.** If any provision of this Ordinance is declared invalid for any reason, that declaration does not affect the validity of all other sections of this Ordinance.

**Section 11. Effective Date.** This Ordinance takes effect 30 days after its adoption.

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# NATIVE LANDSCAPING

## Integrating Iowa's Prairie Vegetation in Urban Areas



*Monarch butterfly resting on a swamp milkweed in a prairie restoration at the Glynn Village HOA community in Waukee. This diverse native planting is in its second season of growth. The conservation outlots in this community are designed to contain and filter rainfall before entering Sugar Creek.*

- Photo By Nolan Benzing



### THE MODERN LANDSCAPE SHEDS MORE RAIN

Iowa's historic landscape was dominated by tallgrass prairie vegetation with extensive root systems that helped form deep, rich soils. Prairie soils had high organic matter content and ample pore space between soil particles. These soil characteristics helped the prairie absorb and infiltrate most rainfall, while shedding little stormwater runoff.

As the prairie was converted to agriculture and cities were established, the ability of Iowa's land to absorb and infiltrate rainfall decreased. Tillage-based practices reduced the organic matter content that had developed under the prairie, which gave the landscape the ability to act like a sponge.

As organic matter declined, runoff increased. Modern soils also have less pore space for water storage, and less storage capacity means more runoff.

Urban landscapes have impervious surfaces, including streets, parking lots, and rooftops. In addition, urban soils have a high probability of having compacted soils due to grading activities. Impervious and compacted urban landscapes prevent infiltration of rainfall and increase the amount of runoff. Almost every rainfall in urban areas generates runoff that rapidly reaches streams causing stream corridor erosion and increased flood potential. As the runoff moves across the landscape it captures pollutants that may cause water quality problems.





Wild Geranium



New England Aster



Bee Balm, Big Bluestem, and  
Grey-headed Coneflower



## Benefits of **NATIVE LANDSCAPING**

Native plants are considered indigenous plants, here prior to European settlement. Even though Iowa's landscape has been drastically altered, native plants can be easily integrated into urban landscapes. Native plants are hardy and adapted to Iowa's fluctuations in seasonal temperatures, rainfall, and soils.

The roots of native plants can be five to ten feet deep. This helps improve soil quality over time and results in more rainfall infiltrating into soils, generating less stormwater runoff from urban surfaces.

Once established, native plants are aesthetically pleasing, require no irrigation or frequent mowing. This reduced maintenance can lead to significant cost savings when compared to labor-intensive formal gardens and turf grass lawns.

Another huge benefit of native landscaping is pollinator habitat. They attract songbirds, bees, dragonflies, butterflies, and other desirable pollinators. When planted around urban stormwater ponds, native landscaping can also reduce the problems associated with geese.

## **Native Gardens**

### **PLUGS, PLANTS, SEEDS**

Use plugs or potted plants for faster establishment. Plugs are small, economical plants that require some nurturing until established. They will need to be watered regularly until the deep roots are established, at least through the first growing season.

Plants are available in pots that range from three inches to one gallon. They provide showy blooms in the first year. They will need to be watered periodically just after planting, especially during dry periods. Seeding is used when establishing native plants in large gardens and areas such as parks and corporate campuses. It isn't recommended in a small garden setting because it takes roughly three years for the plants to become established and showy. Seeded gardens appear more random and less groomed than traditional landscaping.

## SELECTING SPECIES

Select species adapted to the soils, moisture conditions, and sunlight characteristics of a specific area. Open and sunny areas support a large variety of prairie plants, while shady sites are limited to woodland species. Consider placing native plants in wet areas or along steep slopes that are difficult to mow. Also, a strip could be placed on the downslope side of a yard to filter and soak up runoff from the lawn. Generally, it's best to select shorter species (three feet or less). Some native species grow to six or eight feet tall. In a smaller garden setting, some of the taller species flop over and become unsightly. Contact your community to find out if there are restrictions on plant heights and placement in the right of way if that is a desired location.

## INSTALLATION & MAINTENANCE

Plants should typically be spaced about one foot apart. Kill off turf before planting using weighted tarps or a systemic, broad-spectrum herbicide. Till soils, plant, and then place two inches of mulch around the base of the plants and uniformly across the garden area. If using plugs, spread two inches of mulch first and then plant into the soil beneath the mulch. Mulch helps suppress weeds. Be prepared to weed until plants are fully established.

After establishment, maintenance will be minimal. Periodic weeding will be necessary. No fertilization is needed. Carefully selected herbicides may be needed for spot treatment of weeds. Remove dead vegetation each year by mowing, raking, or burning dead residue.



*Small native prairie grass that will be planted in a garden.*

## Native Prairie Reconstruction

To reduce the costs of mowing large expanses of turf, such as a corporate campus, establish a diverse native planting using a mixture of native seeds. It will take roughly three years for the native planting to become fully established.

## SITE PREPARATION

Mow the existing vegetation short. This vegetation must then be killed off prior to seeding natives. This is usually done using a systemic, broad-spectrum herbicide. Often multiple herbicide applications are needed over multiple growing seasons. When eliminating prior plantings, leave a border of turf. Maintaining a mowed border will provide a managed look to the landscape and will serve as a fire break for prescribed burn management. Broadcast or drill in the seed.

## MANAGEMENT

Native plants spend the first two years developing roots. Annual weeds may dominate a new planting. Keep competing vegetation mowed to a height of six to eight inches, allowing sunlight to reach the smaller natives. By the third year the natives should start to flourish and out-compete most weeds.

Native landscaping reduces maintenance but is not maintenance-free. Certain activities need to be performed on an annual or semi-annual basis, including prescribed burning or grazing, spot treating, or mowing for weed control. Cut and stump-treat woody species. Excessive woody species will encroach if fire, mowing, or grazing management is not used. The result of these efforts is an attractive native prairie planting.



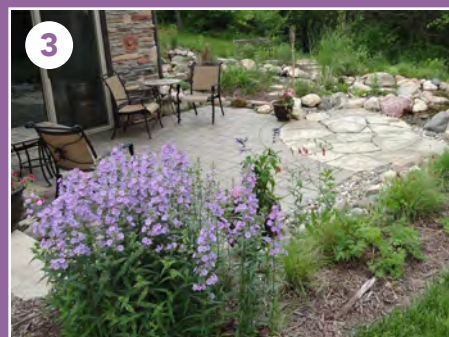
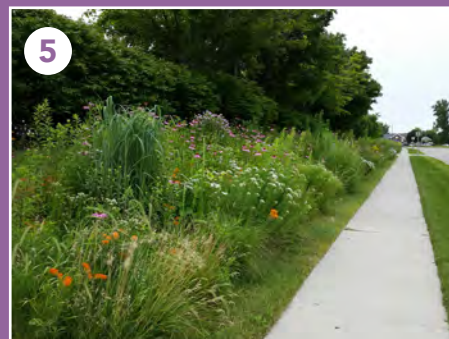
*Weeding native plants in a small, residential garden.*



*Prescribed burns are used at Ada Hayden Park in Ames to maintain the prairie areas.*



# Native Landscaping IOWA'S PRAIRIE HERITAGE



- 1 Vintage Lake at Prairie Trail in Ankeny manages stormwater and is buffered by a native prairie planting.
- 2 Ames City Hall utilized native plants in their landscaping and stormwater features.
- 3 A backyard garden featuring native plants that provide a colorful display to the neighboring surroundings.
- 4 A mix of prairie plants are used in gardens at Central College in Pella.
- 5 Natives planted by a business along their sidewalk provides colorful interest and habitat.
- 6 Prairie reconstruction along Interstate 35 as part of Iowa's Living Roadways.



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

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

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

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

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

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

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

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

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

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

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

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

## § 96.99 PENALTY.

(A) (1) *Municipal civil infraction.* Any person violating the following designated provisions of this chapter shall be held responsible for a municipal civil infraction and prosecuted in accordance with the Municipal Civil Infractions Ordinance:

§ 96.05 Lawn Maintenance; Height; Removal of Noxious Weeds

§ 96.09 Inoperative motor vehicles



§ 96.10 Pigeon lofts and carrier pigeons

§ 96.13 Lighting Standards

The fine for violation of a municipal civil infraction under this chapter shall be \$50; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250. In addition, for a violation of § 96.10, the city shall be reimbursed for any costs incurred by the city in causing any work to be performed which the respondent has failed to perform. Each day that a violation is permitted to exist shall constitute a separate offense.

(2) *Criminal misdemeanor.* In addition to any penalty or remedy prescribed by this chapter, any person violating any provision of this chapter, with the exception of those specifically set forth in division (1) above or division (B) below, shall be guilty of a misdemeanor and shall be punished as provided in § 10.99.

(Ord. 776, passed 10-9-95; Ord. 785, passed 5-13-96; Am. Ord. 902, passed 9-13-04; Am. Ord. 977, passed 1-28-13)

(B) Violations of § 96.11 shall be a misdemeanor, subject to penalties, including fines of \$500 or imprisonment up to 90 days, or both fines and imprisonment for each offense, as well as costs and/or probation. (Ord. 783, passed 3-11-96)

**Cross-reference:**

*Municipal civil infractions, see Chapter 36*