

Regular Meeting of the Mt. Pleasant City Commission
Monday, May 13, 2024
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation recognizing Public Works Week (May 19-25, 2024).

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

2. Monthly report on police related citizen complaints received.
3. Minutes of the Airport Joint Operations and Management Board (February).
4. Minutes of the Zoning Board of Appeals (August).
5. Minutes of the Planning Commission (April)

CONSENT ITEMS:

6. Approval of the minutes from the regular meeting held April 22, 2024.
7. Consider a contract with Peerless-Midwest for the High Service Pump No. 2 Rehabilitation Project.
8. Consider resolution authorizing an amendment to the Standard Lighting Contract with Consumers Energy for the removal of eight streetlights on Broomfield Road and Washington Street.
9. Consider resolution authorizing the submission of a 2024 Michigan Department of Transportation (MDOT) Shared Streets and Spaces Grant application for the Mid-Michigan/GKB Trail Project.
10. Receive Managed Natural Landscaping Ordinance and set a public hearing for May 28, 2024, on the same.
11. Consider approval of Payrolls and Warrants.

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

City Commission Agenda

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PUBLIC HEARINGS:

12. Public Hearing on a Development District (DDA) License for Narrativity Artisan Coffee Roasters, LLC and consider approval of resolution authorizing the same.

NEW BUSINESS:

13. Consider whether a public hearing to adjust the 2024 millage rate should be held.
14. Consider approval of Biosolids Hauling and Land Application Contract extension with Nutrigo Environmental Solutions Inc.
15. Discussion on Food Truck Ordinance amendments.
16. Consider resolution to amend the PACE District.
17. Consider appointment to the Parks & Recreation Commission as recommended by the Appointments Committee.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION:

18. Discussion on 2025-2030 Capital Improvement Plan.
19. Discussion of Tax Increment Finance (TIF) Plan extension.

RECESS:

CLOSED SESSION:

ADJOURNMENT:

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

TO: MAYOR AND CITY COMMISSION
FROM: AARON DESENTZ, CITY MANAGER

MAY 13, 2024

SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

Consent Items:

7. Consider a contract with Peerless-Midwest for the High Service Pump No. 2 Rehabilitation Project.
 - a. Staff is requesting the City Commission award the high service pump rehabilitation project to the only bidder Peerless Midwest for a not to exceed amount of \$26,000. High service pumps are necessary to move water throughout the City's distribution system.
8. Consider resolution authorizing an amendment to the Standard Lighting Contract with Consumers Energy for the removal of eight streetlights on Broomfield Road and Washington Street.
 - a. Crown Castle is a telecommunications provider that is seeking to install small cell poles to support cellular phone service. The proposal includes the replacement of eight (8) existing streetlights with new streetlights that have the small cell infrastructure attached. A map of these locations has been included in the packet. Crown Castle would be responsible for these poles and the lighting in the future. The City's engineering department and Central Michigan University (CMU) have approved the locations and proposed light poles to be used. The new poles will continue to provide light and have the added benefit of supporting cellular phone systems. The City Commission is asked to approve an amendment to the Consumers Energy lighting contract for Crown Castle to proceed with the project.
9. Consider resolution authorizing the submission of a 2024 Michigan Department of Transportation (MDOT) Shared Streets and Spaces Grant application for the Mid-Michigan/GKB Trail Project.
 - a. Staff is interested in submitting an application for the MDOT Shared Streets and Spaces grant program which is a one-time appropriation for walkable/bikeable projects. Staff is recommending that the \$200,000 application go toward the North Trail Pathway Connection slated for construction in 2025. The City Commission is asked to approve the attached Resolution to authorize submission of this grant.
10. Receive Managed Natural Landscaping Ordinance and set a public hearing for May 28, 2024, on the same.
 - a. Staff has worked with the City Commission to draft the attached Managed Natural Landscaping ordinance. The ordinance allows for native plants to be planted and managed as part of landscaping within the City. The ordinance particularly calls out and does not allow for unmanaged turf grass which still must be maintained. Restrictions related to distance in the right of way and on side yard setbacks outside of the backyard are provided in the ordinance. If the City Commission finds the final draft of the ordinance acceptable, a public hearing will be set for Tuesday, May 28th, 2024, ahead of the consideration of adoption.

Public Hearings:

12. Public Hearing on a Development District (DDA) License for Narrativity Artisan Coffee Roasters, LLC and consider approval of resolution authorizing the same.

- a. Narrativity Artisan Coffee Roasters (dba Ponder Coffee) is seeking a Development District Liquor License in order to sell alcohol at their downtown establishment in the future. The applicant meets all of the criteria for the license including a special use permit and a public hearing. Downtown Development Director Michelle Sponseller will be at the meeting to provide background on the program and answer any questions that the City Commission may have.

Recommended Action: A motion to approve the attached resolution and direct staff to conduct all necessary steps for Development District (DDA) License as stated in MCLA 436.1521a(1)(b)(i).

New Business:

13. Consider whether a public hearing to adjust the 2024 millage rate should be held.
 - a. In 2023 the City Commission approved the 2024 Operating Budget and approved a total City millage rate of 16.25 mills. The resolution approving the millage rate states the Commission reserves the right to review the rates in spring 2024 and consider adjustments if needed. The City Commission would need to set a public hearing before setting a different millage rate. Staff has reviewed forward projections and is recommending that the millage rate stay at 16.25. Finance Director Chris Saladine will be at the City Commission meeting to answer any questions.

Recommended Action: No action is needed to maintain the current millage rate.

14. Consider approval of Biosolids Hauling and Land Application Contract extension with Nutrigo Environmental Solutions Inc.
 - a. The City has contracted with Nutrigo Environmental Solutions Inc. for the removal of biosolids from the Water Resource Recovery Facility (WRRF) since 2014. These biosolids are a leftover product of the treatment of wastewater which are removed from the WRRF and applied to farm fields. The proposed contract is for two (2) years and includes an average price increase of 6.5% per year with our anticipated annual cost for service being \$65,000 each year. Staff believes that the direct renegotiation in price has been beneficial for the City compared to rebidding the contract. Director of Public Works Jason Moore will be at the meeting to answer any questions the City Commission may have.

Recommended Action: A motion to approve a contract extension with Nutrigo Environmental Solutions, Inc. until July 11, 2026, for biosolids hauling and land application. Funds have been budgeted in the Water Resource Recovery Facility's operating budget.

15. Discussion on Food Truck Ordinance amendments.

- a. The City Commission has received a communication regarding the City's food truck ordinance. If the City Commission is interested in amendments to the ordinance, staff requests that direction be provided and recommends that a work session be scheduled to discuss the particulars of an ordinance amendment.

Recommended Action: If the City Commission wishes to consider an amendment to the Food Truck Ordinance, then staff recommends a work session be scheduled to provide the Commission with information relevant to this consideration.

16. Consider resolution to amend the PACE (Property Assessed Clean Energy) District.
 - a. In October 2023, the City Commission established a PACE district within the same boundary as the City limits. The benefits of the PACE program can be used by commercial, industrial, and multifamily properties. The property owners within the PACE district can borrow from financial institutions for energy efficiency, water efficiency, or renewable energy projects and have the payments made as part of a special assessment. This would keep the project costs with the property rather than the owner making transfer of these properties easier than other financing programs. The initial rules required that there be net savings in the cost of these utilities what were impacted by the project. Recent changes to the PACE program would allow a project to be financed in this manner without the guaranteed savings as some companies in other PACE districts have expressed interest in converting to green energy regardless of any cost savings. Representatives from Lean and Green Michigan who manage these PACE projects will be at the meeting to answer any questions that the City Commission may have.

Recommended Action: A motion to approve the attached Resolution to amend the PACE district as recommended.

Work Session:

18. Discussion on 2025-2030 Capital Improvement Plan.
 - a. This work session is scheduled to provide the City Commission with answers to any questions posed regarding the proposed 2025-2030 Capital Improvement Plan (CIP). Moving forward, a public hearing on the proposed CIP is scheduled for Tuesday, May 28th and final adoption of the plan is scheduled for June 10th.
19. Discussion of Tax Increment Finance (TIF) Plan extension.
 - a. Staff provided the attached presentation to be discussed with the City Commission at the meeting. The presentation provides basic information on what a TIF is and how it works, along with information on three (3) TIF districts within the City. The City Commission is presented with options for the dissolution or continuation of each TIF district.

Central Business District: This district has focused on many different projects since its creation in 1984. The district has received zero capture since 2019. Future projects could include streetscape infrastructure. The TIF would expire December 31, 2025.

Industrial Park North: This district is set to receive a mill and overlay of the only street within the district in 2024. There are no other projects in the foreseeable future for this TIF and all previously planned projects have been completed. The TIF would expire December 31, 2027.

Mission-Pickard DDA: This district has been active in planning for future improvements to the Mission Street corridor. It has a current capture rate of 28% and remains active.

Staff will further discuss the pros and cons of these decision points during the presentation and answer any questions that the City Commission may have. The City Commission is asked to provide feedback on what TIF districts should be extended and if so, for how long and at what capture rate.

Closed Session:

PROCLAMATION

WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health and well-being of the people of the City of Mt. Pleasant, and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, solid waste systems, public buildings, and other facilities essential for these services; and

WHEREAS, it is in the public interest for the citizens and civic leaders of Michigan to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and related programs in their respective communities; and,

WHEREAS, 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Amy Perschbacher, Mayor of the City of Mount Pleasant, do hereby designate the week of May 19-25, 2024, as National Public Works Week; I urge all citizens to recognize the substantial contributions made by our public works staff to protect our health, safety, and advancing quality of life for all.

In Witness Whereof, I have hereunto set my hand and Great Seal of the City of Mount Pleasant, Michigan, this 13TH day of May 2024.

Amy Perschbacher, Mayor
City of Mount Pleasant

AIRPORT JOINT OPERATIONS AND MANAGEMENT BOARD

Meeting Minutes

Thursday, February 15, 2024 at 3:30 p.m.

Airport Terminal Building

I. Call to Order

Chairman Nanney called the meeting to order at 3:33 p.m.

II. Roll Call

Member	Present
Samantha Chippeway	Yes
Aaron Desentz	Yes
James McBryde	Yes (3:57 p.m.)
Rodney Nanney	Yes
Tim Nieporte	No

City staff present: Bill Brickner, Jason Moore

Guests: Kevin Campbell, Zach Huffman

III. Approval of the Agenda

Motion by Desentz, support by Nanney, to approve the agenda as written.

Motion passed unanimously

IV. Public Input on Agenda Items

None

V. Approval of Meeting Minutes – January 2024 – Attachment

Motion by Desentz, support by Nanney, to approve minutes as written

Chippeway sustained

Motion passed

VI. New Business

a. CMU Drone Presentation – Zach Huffman and Kevin Campbell

b. Mt. Pleasant CVB – 2024 Destination Development Grant Application

- Initial discussion of potential project/funding priorities for consideration

c. Airport Feasibility Study – Attachment

Motion by McBryde, support by Chippeway, to recommend approval

Motion passed unanimously

VII. Old Business

- a. Hangar/terminal building/runway extension/road improvement project
 - Updates
 - EDA planning/feasibility study grant (50% local match) – discussion
 - Consider asking the Tribe and other agencies to adopt resolutions of support for airport improvements?
Discussed – no action required
- b. 2024 Airport events – timing and Board participation/support?
- c. What are we missing that is a must to add to our agenda?

VIII. Airport Manager's Report – January 2024 – Attachment

- a. Airport signage project update
Need to discuss with Zoning
- b. Snow removal update
Snow removal bid due March 5

IX. Announcements on Airport Related Issues and Concerns
None

X. Public Comment on Non-Agenda Items
None

XI. Adjournment
Nanney adjourned the meeting at 4:44 p.m.

**Mt. Pleasant Zoning Board of Appeals
Minutes of the Regular Meeting
August 23, 2023**

I. Chair Raisanen called the meeting to order at 7:02 p.m.

Present: Friedrich, McGuire, Orlik, Raisanen, Stressman
Absent: None

Staff: Brian Kench, Laura Delamater

II. Welcome Crossover member from Planning Commission:

Kench welcomed Commissioner Friedrich to the Board as the re-appointed crossover member from the Planning Commission.

Kench notified the board that Alternate Aaron White had resigned due to moving outside the City limits.

III. Election of Officers:

Kench opened the floor for nominations for Vice-Chair.

Motion by Raisanen, support by Friedrich, to nominate Commissioner Orlik as Vice-Chair. There were no other nominations.

Orlik was unanimously approved as Vice-Chair.

Kench opened the floor for nominations for Chair.

Motion by Orlik, support by Friedrich, to nominate Raisanen as Chair. There were no other nominations.

Raisanen was unanimously approved as Chair.

IV. Approval of the Agenda:

Motion by Stressman support by McGuire to approve the agenda.

Motion was approved unanimously.

V. Approval of the Minutes:

A. November 16, 2022

Orlik requested that a typo on page 3 in the 5th paragraph be corrected...Planning Director questioning ~~to~~ the impervious surface (change the word to to the)

Also, on page 3, third line from the bottom, Beebe explained that ~~to~~ the post (remove the word to)

On page 4, middle of the page, Friedrich stated that it seems to ~~that to~~ comply (remove that to).

Motion by McGuire, support by Stressman, to approve the November 16, 2022 minutes as amended.

Motion was approved unanimously.

VI. Communications:

A. None

VII. Public Comment

Raisanen opened public comment. There being no one in person, online or on zoom wishing to speak, Raisanen closed public comment.

VIII. Public Hearings:

A. ZBA-23-02 – 1200 S. Mission – Request for a variance from Table 154.414B of the Zoning Ordinance to allow a Band Sign to exceed the maximum height of 3'-0" allowance for a commercial entity.

Chair Raisanen reviewed the bylaws and board procedures for the Public Hearing

Kench introduced the ZBA-23-02 submitted by Jennifer Wolfe of It's Permittable, 4113 N. Swan Street, Covington, Georgia, on behalf of Discount Tire Stores, requesting a variance from Table 154.414B of the Zoning Ordinance to allow a Band Sign to exceed the maximum height of 3'-0" allowance for a commercial entity.

Kench reviewed the property's zoning and other characteristics as well as the current use, zoning, and future land use of adjacent properties. The property is zoned CD-5 with the future land use being designated mixed use-low density.

Kench reviewed the allowances of Band Signs as well as the restrictions. Kench reviewed the amount of square footage that was available to use for signage.

Kench reviewed the site plans and provided an overview of variance request, explaining that the applicant is requesting a variance to increase the height of (3) three band signs from 3 feet permitted by section 154.414B to 5'-7 3/8" on each side of the building.

Kench shared photos of the area and current conditions of the buildings currently on the property.

Kench reviewed sign standards from the zoning ordinance and provided examples of several large national chains that have located in Mt. Pleasant and were able to comply with the sign code. Kench reviewed several other sign options available to the applicant, including, Monument signs, Blade Signs, Large Projections signs, Wall signs, Pole Signs, and window signage and their respective allowable square footage. Kench pointed out that there was an opportunity for just under 700 square feet of signage allowed.

Orlik clarified that the applicant was requesting a height almost double what the ordinance allows.

Raisanen called on the applicant to present their case.

Jennifer Wolfe, It's Permittable, representing Discount Tire Stores, was on hand via the telecommunications to address the board.

Jennifer Wolfe of It's Permittable, 4113 N. Swan Street, Covington, GA 30014, the applicant representative, addressed the board. Wolfe stated that request to exceed the signage allowances is not to request an exorbitant amount of signage based on corporate greed. Discount Tire is undergoing a reimage for their branding nationwide and the design for the branding is not compliant with the city's code for the letter height. For purpose and intent of legibility at a distance of 100 feet or more from various viewing points a special exception should be considered. Wolfe stated should the board deny the request to increase the letter height for the proposed signage, Discount Tire will comply with a smaller set within those guidelines of the capped letter height or 3 feet. However, this will ultimately provide a reduced visibility and be a visual blight to the development. In other words, like the size of a postage stamp on an envelope. Wolfe noted that they were complying with the no illumination requirement.

Raisanen asked if there were any questions for the applicant.

Orlik asked if Ms. Wolfe was suggesting that their national branding standards should supersede our zoning ordinance. Orlik stated that it seems to be a marketing issue internal to their company and is not something that should inform our decision or inform how our zoning code is created.

Wolfe stated that was not the intent or goal. She was trying to point out that the sign would not look proportionately to scale to the building. It (the band sign) would look like a little postage stamp on an envelope.

Orlik stated that one of the points of decision making is unique problems; the only unique problem is a problem that's created by the particular marketing standards that your company has developed. That seems to be an internal marketing issue not a zoning land use issue.

Wolfe explained that in her experience doing variances nationwide it is very rare to come across a capped letter height and having a stacked letter set situation.

McGuire asked for clarification for the proposed signs.

Stressman asked for clarification regarding the maximum size allowable of the 3 proposed signs.

Wolfe reiterated that it the letter height that they are asking for special exception (variance).

Raisanen opened the Public Hearing.

Kench noted that there were no electronic communications. There being no one who wished to speak, Raisanen closed the Public Hearing.

Raisanen asked if there were any correspondence regarding the case.

Kench noted that DPW & DPS went on file with no objections.

Raisanen provided an overview of the findings of fact.

The board went through the 6 findings of fact.

Discussion took place.

Motion by Orlik, support by Friedrich to approve ZBA-23-02 filed by Jennifer Wolfe of It's Permittable, on behalf of Discount Tire, seeking a variance to increase the height of a Band Signs being proposed on their location from 3'-0" to 5.7 3/8' in height.

Vote:

Ayes: Stressman, McGuire

Nays: Raisanen, Orlik, Fredrich

Motion failed; the variance is denied.

It was noted that the applicant could not meet all of the findings of fact, so the motion fails.

IX. Public Comments:

Raisanen opened the public comment. Kench noted that there were no public comments submitted via zoom or electronically. There being no one who wished to address the board, Raisanen closed public comment.

X. Old Business:

A. None

XI. New Business:

A. Proposed 2024 Meeting Schedule.

Motion by Fredrich, support by Stressman, to adopt the 2024 meeting schedule.

Motion approved unanimously.

XII. Other Business:

A. None

XIII. Adjournment:

Motion by Fredrich, support by McGuire to adjourn.

Motion approved unanimously.

Meeting adjourned at 7:54 p.m.

lkd

**Mt. Pleasant Planning Commission
Minutes of the Regular Meeting
April 4, 2024**

I. Roll Call:

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

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

Staff: Manuela Powidayko

II. Approval of the Agenda:

Motion by Haveles, support by Liesch to approve the agenda.

Motion approved unanimously.

III. Approval of the Minutes:

A. March 7, 2024 Joint Meeting between the Planning Commission & Downtown Development Authority – Mission/Pickard

Motion by Ortman, support by Haveles to approve the minutes from the March 7, 2024 Joint Meeting between the Planning Commission & Downtown Development Authority – Mission/Pickard as presented.

Motion approved unanimously.

B. March 7, 2024 Regular Meeting

Motion by Haveles, support by Devenney to approve the minutes from the March 7, 2024 regular meeting as presented.

Motion approved unanimously.

IV. Zoning Board of Appeals report for February:

Commissioner Haveles reported that the ZBA did not meet in March.

V. Communications:

Powidayko reported there were two communications received: one in opposition to SUP-24-02 and one in opposition to SUP-24-05 & SPR-24-06. Powidayko informed the Planning Commission that the documents were placed on the dais prior to the meeting and placed within the meeting packet.

VI. Public Hearings:

A. SUP-24-02 – 204 206 S Pine St – A request for a Special Use Permit for a short-term rental.

Powidayko introduced SUP-24-02, a request for Special Use Permit for a short-term rental.

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 short-term rentals.

Powidayko closed her presentation with recommendation to approve SUP-24-02, subject to conditions.

Discussion took place.

Chair Hoenig invited the applicant up to present their case.

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 Haveles to approve SUP-24-02, subject to the following conditions:

1. Any proposed fire pit complies with Chapter 93, Section § 93.03 BURNING REGULATIONS of the Mt. Pleasant City Code;
2. The applicant shall comply with the requirements of Building Safety and Public Works.

Discussion took place.

Ayes: Devenney, Haveles, Hoenig, Irwin, Liesch, Nicholas, Ortman

Nays: None

Motion passed unanimously.

B. SUP-24-03 & SPR-24-04 – 815 and 801 N Mission Street & 704 E Pickard Street – A request for a Special Use Permit for an Automobile repair garage (not in Central Business District) and site improvements.

Powidayko introduced SUP-24-03 & SPR-24-04 – 815 and 801 N Mission Street & 704 E Pickard Street, a request for a Special Use Permit & Site Plan Review for an automobile repair garage (not in Central Business District) and site improvements.

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 automobile repair garage (not in Central Business District).

Powidayko reviewed the Site Plan requirements.

Powidayko closed her presentation with recommendation to approve SUP-24-03 & SPR-24-04, subject to conditions.

Discussion took place.

Chair Hoenig invited the applicant up to present their case.

Byrne Harmon (FCC, Inc) was on hand to address the board and 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 Ortman, support by Devenney to approve SUP-24-03 & SPR-24-04, subject to the following conditions:

1. The applicant shall merge parcels 09001 and 09005;
2. The applicant shall provide an agreement to the City pursuant to DPW's comments, stating that the maintenance, including snow plowing, of the proposed on-street parallel parking spaces along Arnold Street will be the property owner's responsibility;
3. The applicant shall provide a pavement striping plan for the whole site and show ADA parking spaces in accordance with Chapter 11 (Accessibility) of the Michigan Building Code;
4. The applicant shall comply with the requirements of Building Safety, Public Safety and Public Works.

Discussion took place.

Ayes: Devenney, Haveles, Hoenig, Irwin, Liesch, Nicholas, Ortman

Nays: None

Motion passed unanimously.

C. SUP-24-04 & SPR-24-05 – 617 E Pickard – A request for a Special Use Permit for an Automobile repair garage (not in Central Business District) and site improvements.

Powidayko introduced SUP-24-04 & SPR-24-05 – 617 E Pickard St, a request for a Special Use Permit & Site Plan Review for an automobile repair garage (not in Central Business District).

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 automobile repair garage (not in Central Business District).

Powidayko reviewed the Site Plan requirements.

Powidayko closed her presentation with recommendation to approve SUP-24-03 & SPR-24-04, subject to conditions.

Discussion took place.

Chair Hoenig invited the applicant up to present their case.

Lee Johnson (L & M JOHNSON PROPERTIES LLC) was on hand to address the board and 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 Irwin to approve SUP-24-04 & SPR-24-05, subject to the following conditions:

1. The applicant shall ensure compliance with:
 - a. Streetscreen requirements in CD-4 Districts, by having the proposed shrubs' height be a minimum of 3.5 feet and a maximum of five feet, with a minimum 80% opacity within 12 inches of grade; and
 - b. Section 96.13 of Mt. Pleasant City Code.
2. The applicant shall comply with the requirements of Building Safety, Public Safety and Public Works.

Discussion took place.

Ayes: Devenney, Haveles, Hoenig, Irwin, Liesch, Nicholas, Ortman
Nays: None

Motion passed unanimously.

D. SUP-24-05 & SPR-24-06 – 116 N Mission St – A request for a Special Use Permit for an Automobile, motorized vehicle, and related accessory dealership (not in Central Business District).

Powidayko introduced SUP-24-05 & SPR-24-06 – 116 Mission St, a request for a Special Use Permit for an Automobile, motorized vehicle, and related accessory dealership (not in Central Business District).

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 an automobile, motorized vehicle, and related accessory dealership (not in Central Business District).

Powidayko reviewed the Site Plan requirements and additional conditions that still apply to the property and which are related to previously approved Conditional Rezoning from 2008. Powidayko highlighted the following conditions from such previous rezoning:

- Parcel 09658 and 09657 can solely be used for parking for customer and inventory of cars;
- A 6-foot shadowbox privacy fence separating the commercial use from the residential adjacent uses must contain a gate to provide service access and set back at least 36 inches from the property line;
- Perimeter lighting should be full cutoff and comply with the City's lighting regulations.

Powidayko informed the Commission about received communications against the proposal highlighting that the concerns relate to such previously approved Conditional Rezoning form 2008.

Powidayko closed her presentation with recommendation to approve SUP-24-05 & SPR-24-06, subject to conditions.

Discussion took place.

Chair Hoenig invited the applicant up to present their case.

Eric Borodychuk (Konwinski Construction Inc) was on hand to address the board and answer any questions. Timothy Bebee (Central Michigan Surveying & Dev. CO. Inc.) was also available for questions. They also presented information to the Commission about the condition of the fence that separates the property from adjacent residential uses, highlighting that the angle footings and pilings must be removed, many posts must be replaced, and that the gate has been spray sealed and therefore must be fixed. Borodychuk and Bebee also see a need to remove the bracings and lean the fence away from residential property, but stated that this work should be simple enough and allow the property to go back into compliance with the previous Conditional Rezoning requirements. They ended their comment by asking the property owners to allow them to access their parcel as needed to be able to fix the fence.

Discussion took place.

Chair Hoenig opened the public comment.

Dan Dedloff, resident of 824 E Chippewa St provided a comment in opposition to the proposal, focusing on the bad conditions of the fence, and that full cutoff lightings have been replaced with brighter LED lights and are therefore no longer compliant with the standards.

Jake (Jacob) Evans, property owner of 818 E Chippewas St and 820 E Chippewa St provided a comment in opposition to the proposal, highlighting that the fence maintenance has been an issue for a long time, and concerns with the potential overflow of cars due to the proposed building enlargement removing a few parking spots. Evans also shared concerns with the car wash potentially generating noise impacts onto the surrounding residences.

Patty Strong, resident of 906 E Chippewa St provided a comment in opposition to the proposal read her submitted letter, and reiterated the concerns provided by the other homeowners. Strong also talked about the corner site (parcel 09656) and stated that the applicant has parked cars on the premises without a permit. Strong voiced the concern that vehicles parked on such corner obstruct visibility of traffic, when cars are coming out of E Chippewa St and turning into Mission St.

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 Haveles, support by Liesch to approve SUP-24-05 & SPR-24-06, subject to the following conditions:

1. The applicant shall maintain compliance with any conditions set forth in previously approved Conditional Rezoning, Special Use Permits, Site Plan Reviews, Zoning Board of Appeals variances;
2. The applicant shall ensure that the proposed building additions comply with all conditions previously imposed in Conditional Rezoning and that any allowed combination of properties comply with the Zoning Ordinance requirements as well as the Michigan Land Division Act;
3. The applicant shall provide a bicycle rack close to the main entrance for at least two bikes;
4. The applicant shall comply with Chapter 11 (Accessibility) of the Michigan Building Code and provide the necessary barrier-free parking spaces on the premises;

5. The applicant shall comply with the requirements of Building Safety, Public Safety and Public Works.

Discussion took place.

Ayes: Devenney, Haveles, Liesch, Ortman

Nays: Hoenig, Irwin, Nicholas

Amended previous motion by Haveles support by Liesch to approve SUP-24-05 & SPR-24-06, subject to the following conditions:

1. The applicant shall maintain compliance with any conditions set forth in previously approved Conditional Rezoning, Special Use Permits, Site Plan Reviews, Zoning Board of Appeals variances;
2. The applicant shall ensure that the proposed service addition fits within parcel 09602;
3. The applicant shall provide a bicycle rack close to the main entrance for at least two bikes;
4. The applicant shall comply with Chapter 11 (Accessibility) of the Michigan Building Code and provide the necessary barrier-free parking spaces on the premises;
5. The applicant shall comply with the requirements of Building Safety, Public Safety and Public Works.

Motion passed.

VII. Site Plan Review

A. None

VIII. 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.

IX. Unfinished Business:

A. None

X. New Business:

A. None

XI. Other:

A. None

XII. Adjournment to work session:

Motion by Haveles, support by Devenney to adjourn to work session.

Motion approved unanimously.

Meeting adjourned at 8:28 p.m.

**Mt. Pleasant Planning Commission
Minutes of the Work Session Meeting
April 4, 2024**

I. Hoenig called the meeting to order at 8:31 p.m.

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

Staff: Manuela Powidayko

II. Rezoning Update – Crawford and Broomfield (under the PRD Agreement):

Powidayko summarized the discussion of the November 2023 Planning Commission work session meeting and reminded the Planning Commission of the history of the Planned Residential Development (PRD) zoning designation mapped southwest of W Broomfield St and S Crawford St.

Powidayko summarized the Master Plan Future Land Use Map for the area and how it related to the rezoning plan that was proposed in the November 2023 work session, as follows:

- Parcel 17-000-17-303-00: Rezone to CD-4 (Commercial and Residential Uses permitted)
- Parcel 17-000-17-306-00: Rezone to Civic Zone (School permitted)
- Parcel 17-000-17-304-00: Rezone to SD-U (currently owned by CMU, zoning would not apply)
- Parcel 17-000-17-300-00: Rezone to CD-4 (Residential Uses permitted)
- Parcel 17-000-17-305-00: Rezone to CD-4 (Residential Uses permitted)

Powidayko summarized the next steps necessary to proceed with the rezoning, which includes the termination of the exiting PRD Agreement. Powidayko informed the Planning Commission that the City's Attorneys have drafted a Dissolution Agreement, which had edits being proposed by the attorney representing the property owner of parcel 17-000-17300-00.

Powidayko reviewed the goal with such suggested edits, which is to vest the previously approved site plan for the Westpoint Village in perpetuity to allow the property owner to eventually complete all phases of the development as previously proposed.

Powidayko asked the Planning Commission to provide direction on the proposed PRD Dissolution Agreement.

Discussion took place.

Tim Bebee, CMS & D Surveying/Engineering, was invited to speak by Commissioner Ortman, and provided additional information about Westpoint Village's previous approvals, including that the property owner have already placed utilities on the ground to continue construction of the previously approved apartment buildings. Bebee also informed the Commission that the last time the property owner has proceeded with construction permits was in 2019, however the COVID pandemic has impacted their ability to proceed.

Discussion took place.

There was general consensus to support vesting the previously approved site plan for the Westpoint Village located on parcel 17-000-17300-00 and allow the property owner to complete construction, provided that there has not been a lapse that led to the termination of the right to develop under the previously approved PRD plan. The Planning Commission was generally comfortable with providing more flexibility with such timeline due to the pandemic.

III. Adjournment

Motion by Devenney, support by Haveles to adjourn.

Motion passed unanimously.

Meeting adjourned at 9:13 p.m.

sst

Minutes of the regular meeting of the City Commission held Monday, April 22, 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. Mayor Perschbacher read and presented a proclamation recognizing Workers Memorial Day April 28, 2024.
2. Planning & Community Development Director Manuela Powidayko and Mayor Perschbacher presented Certificates of Completion to the 2024 Mt. Pleasant Citizens' Academy participants.

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

Public Input on Agenda Items

Theresa Turner, 608 S. Kinney Ave., spoke regarding managed natural landscaping. She encouraged the Commission to wait until summer ends before passing any ordinance. She referenced her prior email to the Commission for further information.

Eric Chercover, 318 E. Cherry St., referenced his email to Commissioner Wingard and expressed his pleasure over the action being taken for those that wish to have natural landscaping. He expressed his concerns over the 12" rule, enforcement, and public education. "A weed is simply a plant whose virtues have yet to be discovered."

Peggy Brisbane, 438 S. Fancher, expressed her concerns over native plants versus cultivated gardens and wondered about clarity in the ordinance to differentiate the two. She stated the setback from the sidewalk seemed unreasonable and any amount of grass would encroach on plants.

Receipt of Petitions and Communications

Received the following petitions and communications:

3. First Quarter Investment Report.
4. Planning Commission February and March Meeting Minutes.
5. Planning Commission and Downtown Development Authority Mission/Pickard March joint meeting Minutes.

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

6. Minutes of the regular meeting of the City Commission held April 8, 2024.
7. Resolution authorizing a 2024 Mt. Pleasant Area Community Foundation (MPACF) grant application for Town Center civic space amenities.

WHEREAS, the Mt. Pleasant Area Community Foundation (MPACF) has invited Units of General Local Government to apply for its Spring 2024 grant cycle; and

WHEREAS, the City of Mt. Pleasant desires to request \$30,000 in funds for site amenities for the Town Center Civic Space project; and

WHEREAS, the City of Mt. Pleasant commits funds in the amount of \$1,138,000; and

WHEREAS, at least 51% of the beneficiaries of the proposed project will be low and moderate income persons;

NOW, THEREFORE, BE IT RESOLVED that the City of Mt. Pleasant hereby designates the following staff related to the MPACF Spring 2024 grant:

- Authorized to sign the grant agreement, amendments, attachments and any additional documents required to carry out and complete the grant – Phil Biscorner, Parks and Recreation Director.

8. Resolution in support of final approval of TCO #1-2024 as follows:

WHEREAS, under the date of December 14, 2023 the Traffic Engineer of the City of Mt. Pleasant issued temporary traffic control order No. 1-2024:

Install “No parking here to corner” sign on northbound Flynn at Bellows.

Install “No parking” signs on south side of Flynn on the curve to the north of Flynn/Bellows intersection.

Said temporary traffic control order was presented to the City Commission on April 22, 2024, for review and after reviewing said temporary control order and being fully advised in the premises,

BE IT RESOLVED, that the City Commission approves making temporary traffic control order No. 1-2024 a permanent traffic control order.

9. Set a public hearing for May 13, 2024 at 7:00 p.m. for Development District (DDA) License for Narrativity Artisan Coffee Roasters, LLC.
 10. Contract with Bornor Restoration, Inc. of Lansing, Michigan for DPS – Masonry Screen Wall project in the amount of \$39,095.
 11. Warrants and payrolls dated April 8, 15 & 18, 2024 all totaling \$2,856,056.37.
- Motion unanimously adopted.

Manager Desentz provided a presentation on Placer.ai.

Moved by Commissioner Eke and seconded by Commissioner Rollins to approve a contract with Placer.ai for one year of access for a price not to exceed \$18,000 and a budget amendment for the same and a budget amendment for \$10,000 for the internship program. Funds are available in the General Fund as part of the Economic Initiatives Fund.

AYES: Alsager, Busch, Eke, Perschbacher, Rollins & Wingard

NAYS: Chapman

ABSENT: None

Motion carried.

Manager Desentz provided a presentation on the 2025 Goals and Objectives.

Moved by Commissioner Eke and seconded by Commissioner Busch to adopt the 2025 Goals and Objectives. Motion unanimously adopted.

Director Lauria provided an overview of suggested changes to the current draft of the Managed Natural Landscaping Ordinance. Commissioner consensus ruled against any form of registration and the term "Managed" versus "Planned".

Moved by Commissioner Eke and seconded by Commissioner Busch to nominate Mayor Perschbacher as the City representative to the County Tax Allocation Board. Motion unanimously adopted.

Announcements on City-Related Issues and New Business

Vice Mayor Alsager stated that the Town Center project is underway and questioned how to address the negative comments regarding the project. Manager Desentz provided the funding breakdown and indicated the project is to be completed in late August.

Commissioner Busch reminded everyone that CMU graduation is set for May 3rd and 4th.

Commissioner Eke requested an update on the Community Garden and Manager Desentz replied that he would provide that information in the Friday update.

Public Comment on Agenda and Non-Agenda Items

Bill Gerstenlauer, 1514 E. Gaylord, requested clarification regarding natural landscaping and how this would work with his homeowner's association. Manager Desentz replied that the rules of the HOA would have to be followed. Mr. Gerstenlauer further questioned how success would be defined for the Placer.ai expenditure. Manager Desentz indicated that was unknown at this time.

Joseph Carreon, 109 N. Arnold, stated he has a degree in Management Information Systems, and he supports Commissioner Chapman's lack of support for Placer.ai. He further stated that all big companies have their own data, there being no personal return on investment and the real issue is how the data is interpreted and used.

Forrest Fennell, 1432 Ridge Road, expressed his support for registration for natural landscaping if for no other reason than the opportunity to educate.

Peggy Brisbane, 438 S. Fancher, expressed her displeasure of any form of registration for natural landscaping and pleaded with the Commission to not lose site of the goal.

The Commission recessed at 9:02 p.m. and went into a work session at 9:12 p.m.

WORK SESSIONS:

16. Presentation and discussion on 2025-2030 Capital Improvement Plan.

Finance Director Chris Saladine gave a presentation on the 2025-2030 Capital Improvement Plan. Discussion ensued.

17. Discussion on Refuse and Recycling Pickup Services.

Director Moore provided a presentation. Scott Truman, Director of Sales and Marketing Development for Granger addressed questions from the City Commission.

Moved by Commissioner Chapman and seconded by Commissioner Eke to adjourn the meeting at 9:42 p.m. Motion unanimously adopted.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

Memorandum



TO: Aaron Desentz, City Manager

FROM: Jason Moore, DPW Director

DATE: April 16, 2024

SUBJECT: High Service Pump No. 2 Rehabilitation Project

Request

The City Commission is requested to award the High Service Pump No. 2 Rehabilitation Project to Peerless-Midwest, of Ionia, for \$22,000, and a not-to-exceed amount of \$26,000.

Reason

The high service pumps are used to pump water from the reservoirs to the distribution system. High service pump No. 2 is scheduled for maintenance this year. The project includes rehabilitating the motor and removing and rehabilitating the pump. Since the actual condition of the pump and motor is unknown until the unit is dismantled and examined, we cannot determine the precise rehabilitation cost.

Quotes were requested from pump service companies within the state. Peerless-Midwest was the only company to respond. They provided a base quote of \$21,058.87, and an optional quote of \$25,795.37 if additional pump components, such as the lineshaft and column, are found to need replacement. Both quotes are less than the budgeted amount of \$26,000. Although their initial quote falls below the threshold requiring Commission approval, we are seeking approval for up to the budgeted amount due to uncertainties surrounding the pump and motor's condition.

Recommendation

I recommend the City Commission award the High Service Pump No. 2 Rehabilitation Project to Peerless-Midwest for \$22,000, and a not-to-exceed amount of \$26,000. Funds are available in the Water Distribution Reserve.

City of Mt. Pleasant, Michigan



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

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

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

May 1, 2024

TO: Aaron Desentz, City Manager

FROM: Stacie Tewari, City Engineer

SUBJECT: Approval of Authorization and Resolution for a Change in the Standard Lighting Contract with Consumers Energy for removal of 8 streetlights on Broomfield Road and Washington Street

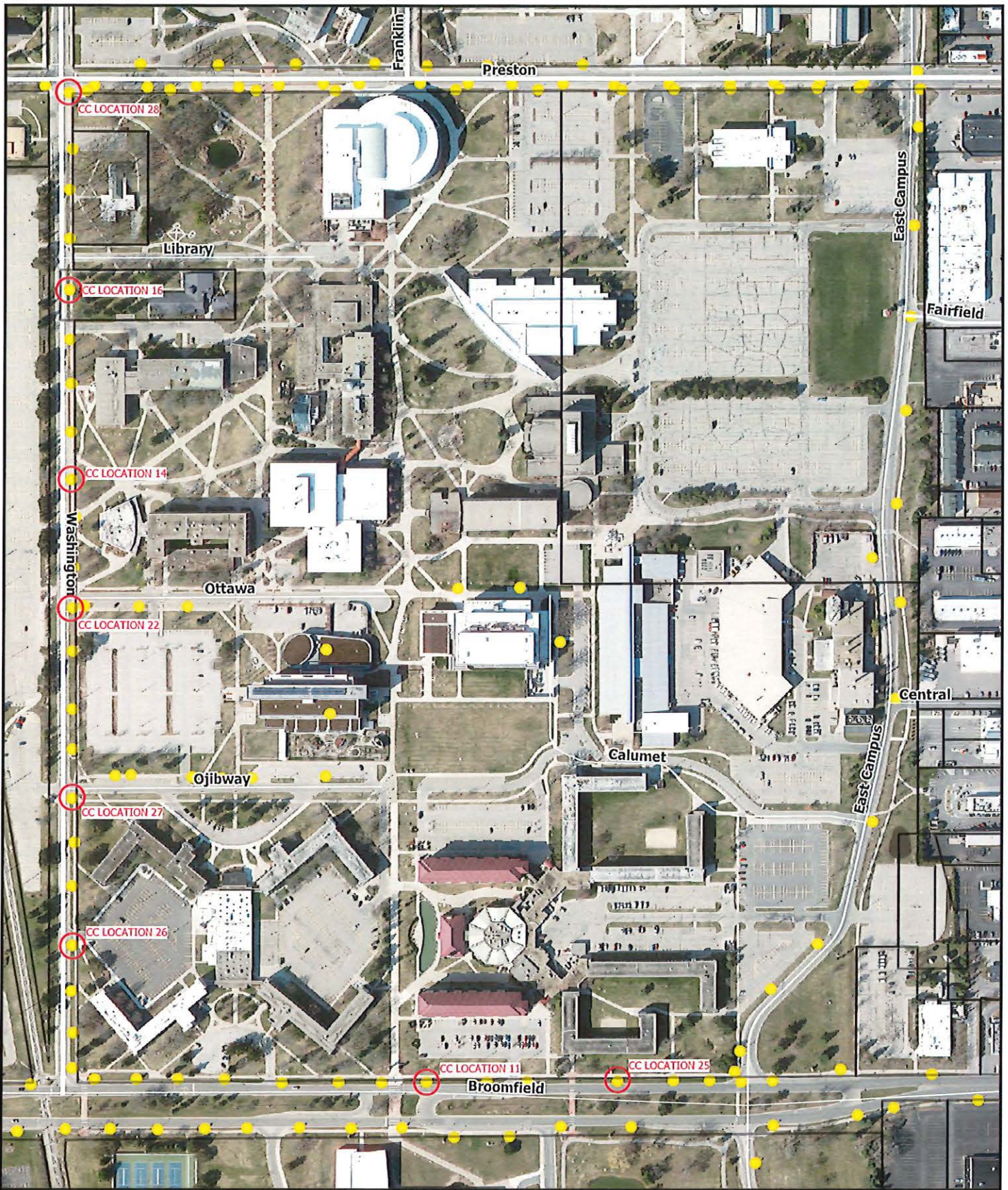
Crown Castle, a telecommunications provider, will be installing 18 small cell poles in city rights-of-way beginning in May through August of 2024 within Central Michigan University (CMU) campus boundaries. The city's small cell policy prioritizes collocation of small cell equipment onto existing poles or streetlights to minimize the amount of additional new poles in the r.o.w. Eight of the proposed small cell nodes would replace existing Consumers Energy streetlights with new Crown Castle streetlights with small cell equipment (see attached map for locations). The proposed streetlights would match CMU's current standards for metal streetlights on Washington Street and match the existing metal light pole style on Broomfield Road.

Consumers Energy has determined that the ownership, maintenance, and electrical costs of the new replacement streetlights will be the responsibility of Crown Castle. Consumers Energy would remove their streetlight poles with costs to be paid for removal by Crown Castle. The city currently pays for electricity for these streetlights and would not pay for electrical costs for the new poles in these 8 locations.

Crown Castle will install their new streetlights within 5' of the existing streetlight. Consumers will remove their streetlights after the new lights are functional to keep street lighting in place throughout the project. There may be a short down time of a few days to a week.

Recommended Action:

Consumers Energy requires approval of changes to the existing lighting contract with the city prior to removing the 8 streetlights. I recommend that the attached resolution and authorization be approved by the City Commission including authorization of the City Clerk to execute the documents on behalf of the city.



2024 Crown Castle Streetlight Pole Replacement Map

City of Mt. Pleasant

05/01/2024

Legend

-  Parcel Line/Road R-O-W
-  Existing Streetlight Pole
-  Existing Streetlight Pole to be replaced



Mt. Pleasant
[meet here]



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000217057

Consumers Energy Company is authorized as of _____ by the City of MT PLEASANT, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of MT PLEASANT, dated 5/1/2011.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 5/1/2011 shall remain in full force and effect.

Contract Number: 103017033103

Consumers Energy Company is authorized as of _____ by the City of MT PLEASANT, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of MT PLEASANT, dated 10/1/2014.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2014 shall remain in full force and effect.

Notification Number(s): 1070007184 and 1070004894

Comments: Request by City to remove existing streetlights to allow for install of 5G equipment and poles.

City of MT PLEASANT

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of MT PLEASANT, dated 5/1/2011, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of MT PLEASANT, dated 10/1/2014, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF ISABELLA

I, _____, clerk of the City of MT PLEASANT do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

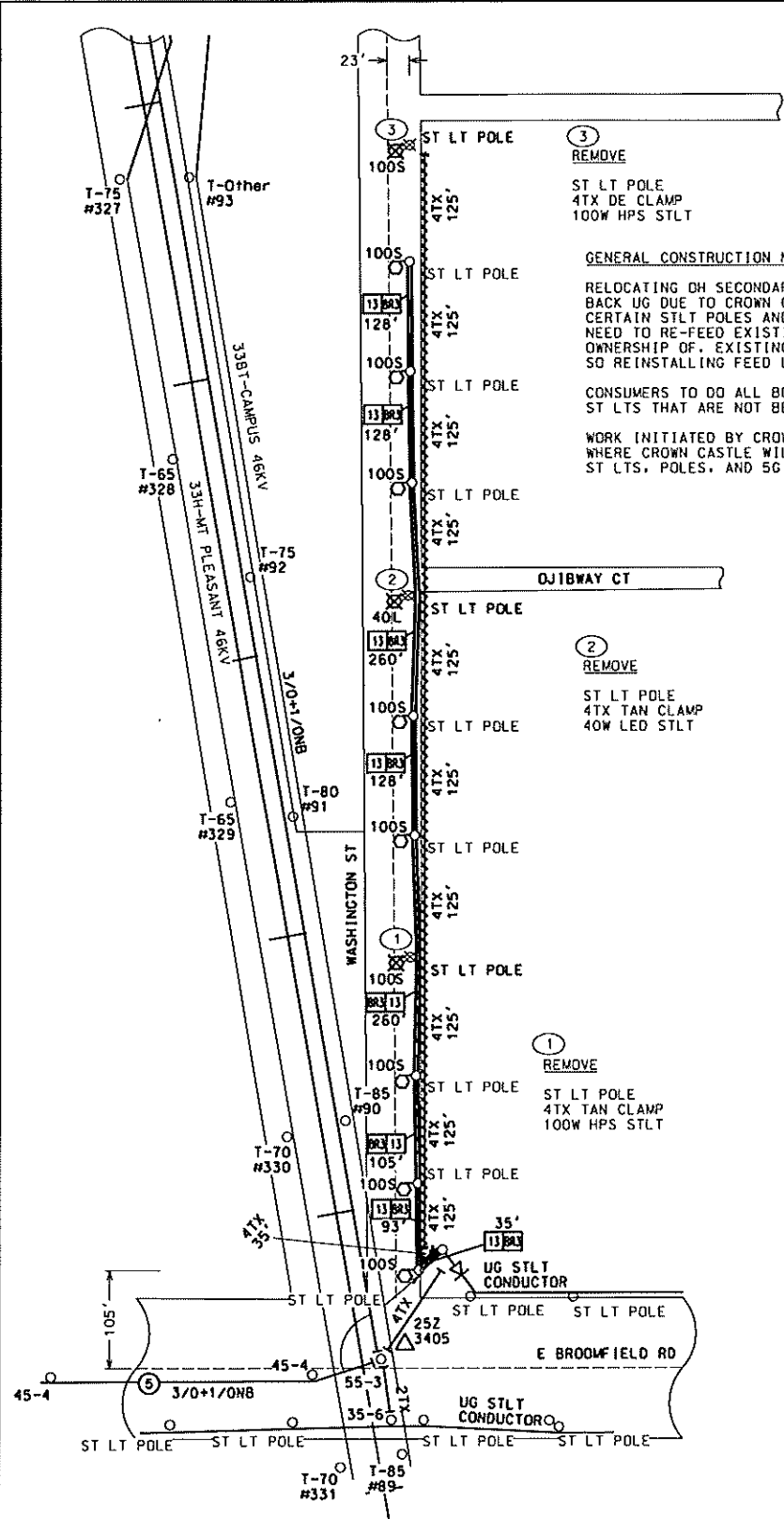
Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (5) 100 watt HPS Cobrahead Non-Cutoff to Remove at location Washington st and Broomfield Rd.;

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (2) 54 watt LED White Cobrahead Cutoff to Remove at location Washington st and Broomfield Rd.;
- (1) 40 watt LED White Cobrahead Cutoff to Remove at location Washingotn St. S of Ojibway Ct.;



3 REMOVE
 ST LT POLE
 4TX DE CLAMP
 100W HPS STL

GENERAL CONSTRUCTION NOTES:

RELOCATING OH SECONDARY TO PUT THE ST LT CONDUCTOR BACK UG DUE TO CROWN CASTLE TAKING OWNERSHIP OF CERTAIN STL POLES AND INSTALLING THEIR OWN. WE NEED TO RE-FEED EXISTING POLES THAT WE ARE RETAINING OWNERSHIP OF. EXISTING POLES CANNOT HAVE A RISER INSTALLED. SO REINSTALLING FEED UG TO ALLOW CLEARANCES.

CONSUMERS TO DO ALL BDRING TO RE-FEED EXISTING ST LTS THAT ARE NOT BEING RETIRED.

WORK INITIATED BY CROWN CASTLE. POLE LOCATIONS ARE WHERE CROWN CASTLE WILL BE RE-INSTALLING THEIR OWN ST LTS, POLES, AND 5G ANTENNAS.

2 REMOVE
 ST LT POLE
 4TX TAN CLAMP
 40W LED STL

1 REMOVE
 ST LT POLE
 4TX TAN CLAMP
 100W HPS STL

UNDERGROUND LEGEND

- Single-phase primary
- Open wire primary
- Three-phase primary
- Single-phase secondary
- Combination light and power secondary
- Three-phase power secondary
- Single-phase service
- Combination lighting and power service
- Three-phase power service
- Strengthening conductor (2/C-1/3 CU)
- Strengthening conductor (2/C-1/8 AL)
- Covered neutral conductor for ducts
- Strengthening conductor (3/C-1/0 AL)

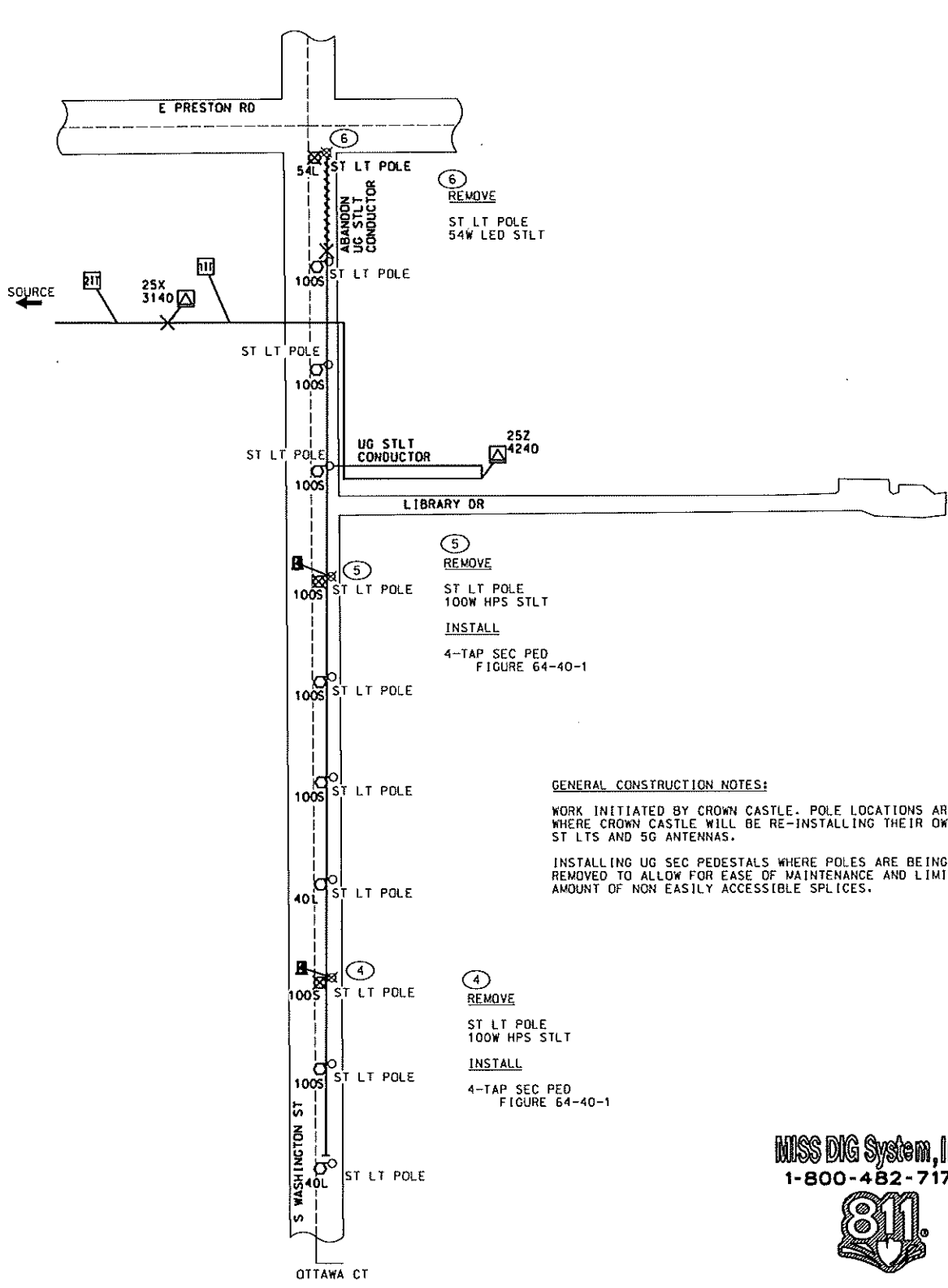
CONDUIT
 P2 2" Plastic P3 3" Plastic P4 4" Plastic P6 6" Plastic
 S2 2" Steel S3 3" Steel S4 4" Steel S5 5" Steel S6 6" Steel

CABLE MATERIAL AND SIZE
 A. No 2 AL cable, 175 mils, 15KV, or secondary.
 B. No 1/0 AL cable, 175 mils, 15KV, or secondary.
 C. No 3/0 AL cable, 175 mils, 15KV, or secondary.
 D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.
 E. 500 kcmil copper cable, 175 mils, 15KV, or secondary.
 F. 750 kcmil AL cable, 175 mils, 15KV, or secondary.
 FF. 1000 kcmil AL cable (175 mils tree-retardant NS, 25KV)
 G. No 1/0 stranded AL cable, 280 mils, 25KV.
 H. No 3/0 stranded AL cable, 280 mils, 25KV.
 I. 750 kcmil AL cable, 280 mils, 25KV.
 J. Cable joint.
 K. 350 kcmil AL cable, 280 mils, 25KV.
 M. Marker to locate cable.
 N. Refer to Note on Drawing, N1 for Note 1, etc.
 R. No 1/0 AL, solid, 280 mils, 25KV.
 T. No 1/0 AL, stranded, 280 mils, 25KV, jacketed.
 TT. No 1/0 AL, stranded cable, 280 mils tree-retardant NS, 25KV, jacketed.
 V. 350 kcmil AL, stranded, 280 mils, 25KV, jacketed.
 VT. 350 kcmil AL, cable, 280 mils tree-retardant NS, 25KV, jacketed.
 W. 750 kcmil AL, stranded, 280 mils, 25KV, jacketed.
 WT. 750 kcmil AL, cable, 280 mils tree-retardant NS, 25KV, jacketed.

PROF. ELEC. CONDUCTORS ONLY
 PROP. ELEC. AND GAS LINES ONLY
 PROP. GAS LINE ONLY
 PROP. ELEC. GAS AND TELECOMMUNICATIONS
 EXIST. ELEC. CONDUCTORS ONLY
 EXIST. GAS LINE ONLY
 FUTURE ELECTRIC TRENCH

EXN [Symbol] - No. 1/0 solid AL cable for three-phase primary
 [Symbol] - No. 1/0 AL cable for 3-phase primary and 350 AL cable for 1-phase secondary
 [Symbol] CONDUCTOR CHANGE

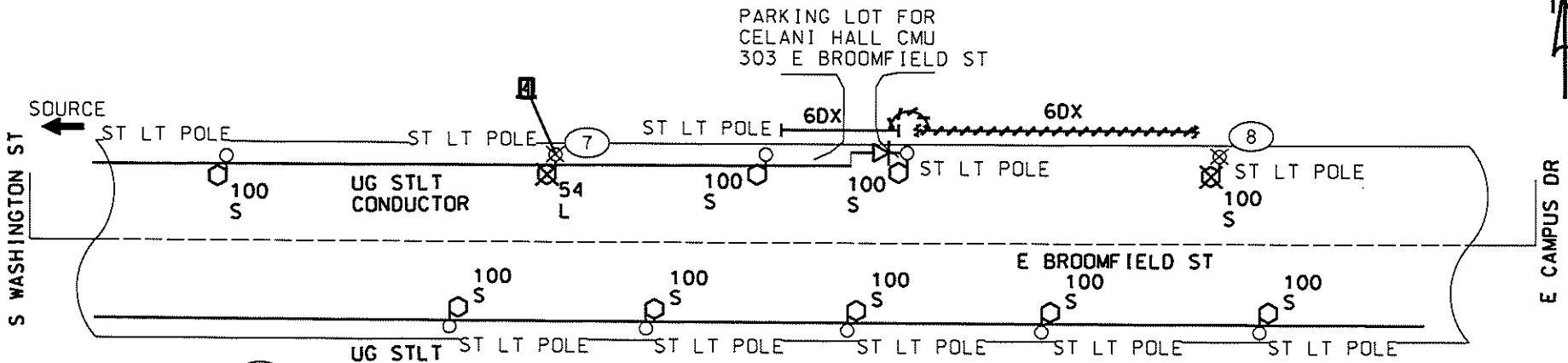
METER NUMBER		METER ORDER NUMBER		CONSUMERS ENERGY CONTACTS		
SUBSTATION		READ		DEPARTMENT	NAME	NUMBER
CRAWFORD	WD NO. 1225	S WASHINGTON ST streetlight ecnc rlu		COORDINATOR	MATTHEW BENIC	988-386-8709
CIRCUIT	CRT NO. Q1	CM NO. 100007441284	DESIGNER	CHRIS SEWELLER		988-506-1222
DEERE FIELD	METER LOCATION	ORDER TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER	JOB PURPOSE:
	14042234	ECNC	1070007184	11625946		RELOCATION OF OHL FOR STLS BACK UG DUE TO THIRD PARTY (CROWN CASTLE) WORK.
CE STAKING REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ERET	OHL	1070004894	11625769	UPSTREAM SECTIONALIZING DEVICE:
FORESTRY REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						TLN: 1404223405
LOCATION:						SEE PRINT
SHEET B SHEET 1 OF 3		ISABELLA CO		UNION TWP T 14N R 04W SEC. 22		



GENERAL CONSTRUCTION NOTES:
 WORK INITIATED BY CROWN CASTLE. POLE LOCATIONS ARE WHERE CROWN CASTLE WILL BE RE-INSTALLING THEIR OWN ST LTS AND 5G ANTENNAS.
 INSTALLING UG SEC PEDESTALS WHERE POLES ARE BEING REMOVED TO ALLOW FOR EASE OF MAINTENANCE AND LIMIT AMOUNT OF NON EASILY ACCESSIBLE SPLICES.



METER NUMBER		METER ORDER NUMBER		CONSUMERS ENERGY CONTACTS		
SUBSTATION		METER LOCATION		DEPARTMENT	NAME	NUMBER
CRAWFORD	WD NO. 1225	S WASHINGTON ST streetlight ecnc rlu		COORDINATOR	MATTHEW BENIG	331-510-0603
CIRCUIT	CKT NO. Q1	TLM NUMBER	# OF RODS	OHMS	DESIGNER	989-506-3222
CE STAKING REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		CM NO. 100007441284	ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER
FORESTRY REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		14042234	ECNC	RLU	1070007184	11625946
Consumers Energy A CMS Energy Company		ELECTRIC		EREI	QHL	1070004894
SHEET B SHEET 2 OF 3		ISABELLA CO		UNION TWP		T 14N R 04W SEC. 22



7 REMOVE

ST LT POLE (CONCRETE)
100W STLT

INSTALL
4-TAP SEC PED
FIGURE 64-40-1

GENERAL CONSTRUCTION NOTES:

WORK INITIATED BY CROWN CASTLE. POLE LOCATIONS ARE WHERE CROWN CASTLE WILL BE RE-INSTALLING THEIR OWN ST LTS AND 5G ANTENNAS.

INSTALLING UG SEC PEDESTALS WHERE POLES ARE BEING REMOVED TO ALLOW FOR EASE OF MAINTENANCE AND LIMIT AMOUNT OF NON EASILY ACCESSIBLE SPLICES.

8 REMOVE

ST LT POLE (CONCRETE)
100W STLT

MISS DIG System, Inc.
1-800-482-7171



SUBSTATION CRAWFORD		WD NO. 1225	METER NUMBER			METER ORDER NUMBER			CONSUMERS ENERGY CONTACTS		
CIRCUIT DEERFIELD		CKT NO. 01	METER LOCATION			READ			DEPARTMENT	NAME	NUMBER
TLM NUMBER		# OF RODS	OHMS			CM NO.100007441284			COORDINATOR	MATTHEW BENIC	989-386-4709
CE STAKING REQ'D		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ORDER TYPE			MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER	DESIGNER
FORESTRY REQ'D		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ECNC			RLU	1070007184	11625946		
				EREI			OHL	1070004894	11625769		
SHEET A		SHEET 3 OF 3	SCALETNS			ISABELLA CO			UNION TWP		
T 14N		R 04W			SEC. 22						

PHOTO SIMULATIONS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FOR EXACT ORIENTATION OF EQUIPMENT AND ATTACHMENT HEIGHTS, REFER TO THE STRUCTURE ELEVATIONS ON SHEET A1.2



PHOTO SIM - EXISTING CONDITIONS

SCALE: N.T.S. | PHOTO SIM - PROPOSED CONDITIONS

SCALE: N.T.S. | 2



755 W. BIG BEAVER ROAD
TROY, MI 48064

PREPARED BY



39111 SIX MILE ROAD
LIVONIA, MI 48152
PHONE: (248) 565-7775
WWW.KIMLEY-HORN.COM

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ENGINEER OF RECORD SEAL



SIGNED: 4/24/2024
KEVIN J. CLEMENTS, P.E.
MICHIGAN PROFESSIONAL ENGINEER
LICENSE # 6201064837 (EXP. 10/25/2024)

REVISIONS		
NO.	DATE	COMMENT
A	07/13/2022	ISSUED FOR REVIEW
B	10/26/2022	METER REVISION
0	12/23/2022	ISSUED FOR PERMIT
1	02/20/2023	CBAND REVISION
2	04/15/2024	EQUIPMENT REVISION
3	04/24/2024	LOCATION REVISION

PROJECT/HUB NAME

CMU CAMPUS

CROWN NODE ID NUMBER

CC_MT_PLEASANT_0011

NODE ADDRESS

303 E BROOMFIELD ST
MT. PLEASANT, MI 48858

KH JOB NUMBER

180001025.1

DRAWN BY

BLW

CHECKED BY

KJC

SHEET TITLE

POLE PHOTOS

SHEET NUMBER

A1.3

PAGE

4 OF 10


PLOT SCALE: 1:1 @ 24"x36", 1:2 @ 11"x17"

PHOTO SIMULATIONS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FOR EXACT ORIENTATION OF EQUIPMENT AND ATTACHMENT HEIGHTS, REFER TO THE STRUCTURE ELEVATIONS ON SHEET A1.2



PREPARED BY
Kimley»Horn
 OF MICHIGAN, INC.
 39111 SIX MILE ROAD
 LIVONIA, MI 48152
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 WWW.KIMLEY-HORN.COM

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ENGINEER OF RECORD SEAL

 SIGNED: 4/24/2024
 KEVIN J. CLEMENTS, P.E.
 MICHIGAN PROFESSIONAL ENGINEER
 LICENSE # 6201064837 (EXP. 10/25/2024)

REVISIONS		
NO.	DATE	COMMENT
A	05/26/2022	ISSUED FOR REVIEW
B	07/14/2022	UTILITY REVISIONS
0	12/23/2022	ISSUED FOR PERMIT
1	04/10/2023	ROW REVISION
2	04/16/2024	EQUIPMENT REVISION
3	04/24/2024	LOCATION REVISION

PROJECT/HUB NAME
 CMU CAMPUS

CROWN NODE ID NUMBER
 CC_MT_PLEASANT_0016

NODE ADDRESS
 1405 S WASHINGTON ST
 MT. PLEASANT, MI 48858

KH JOB NUMBER
 180001025.1

DRAWN BY: AD CHECKED BY: BLW

SHEET TITLE

POLE PHOTOS

SHEET NUMBER: A1.3 PAGE: 4 OF 10

PLOT SCALE: 1:1 @ 24"x36", 1:2 @ 11"x17"

PHOTO SIM - EXISTING CONDITIONS

SCALE: N.T.S. | 1 PHOTO SIM - PROPOSED CONDITIONS

SCALE: N.T.S. | 2

Memorandum



TO: Aaron Desentz, City Manager

FROM: Phil Biscorner, Parks and Recreation Director

CC: Chris Saladine, Finance Director

DATE: April 25, 2024

SUBJECT: Michigan Department of Transportation (MDOT) Shared Streets and Spaces 2024 Grant Application and Authorizing Resolution – North Trail Pathway Connection

The Michigan Department of Transportation (MDOT) fiscal year 2024 budget includes a one-time appropriation of \$3.5 million intended to support quick-build projects with the purpose of making communities more walkable, bikeable and transit- and micromobility-friendly. The appropriation funds the Shared Streets and Spaces Grant (SSSG) program, which can award grants up to \$200,000. This program is being administered by MDOT with no local match requirement.

MDOT is issuing a call for project application for the SSSG program beginning April 12, 2024. Applications are due June 7, 2024. Eligible applicants defined by law include incorporated cities and public transit agencies as defined in section 10c of 1951 PA 51, MCL 247.660c.

Highlights of the grant application include:

- \$200,000 for completion of the northern trail pathway connection.
- the City of Mt. Pleasant has committed to providing \$325,000 or 25% of the total \$1,300,000 project cost from City matching funds along with \$375,000 or 28% of the total \$1,300,000 project cost from Township matching funds along with \$400,000 or 31% of the total \$1,300,000 project cost from Michigan Department of Transportation “Transportation Alternatives Program (TAP) Grant.”
- No public hearing is needed for this grant.

The pursuit of grants continues to be a resource to help provide additional funds for capital projects and programs to assist our citizens. Staff looks at upcoming projects and analyzes the best funding opportunities for proposed projects and programs.

The application deadline for the 2024 MDOT Shared Streets and Spaces grant is June 7. Awards will be announced in August 2024.

REQUESTED ACTION

Staff requests that the City Commission approve the following resolution.

ATTACHMENTS

- Resolution for MDOT 2024 Shared Streets and Spaces to complete the North Trail Pathway connection.

City of Mt. Pleasant
Michigan Department of Transportation
2024 Shared Streets and Spaces Grant Application
Resolution of Adoption

Whereas, the City of Mt. Pleasant, in cooperation with the Isabella County Friends of the Mid-Michigan Regional Community Pathways Group and the Charter Township of Union, wishes to construct a trail connecting the GKB Riverwalk Trail to Mission Creek Park and to establish a northerly connection point for the Mid-Michigan Regional Pathway System, and

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

Whereas, the proposed project is specifically outlined in and consistent with the goals and objectives of the City's current 2023-2028 Parks and Recreation Master Plan, and

Whereas, the proposed project is listed in the City's adopted 2024-2029 Capital Improvement Plan, and

Whereas, the proposed project and grant application were discussed at a public meeting of the Mt. Pleasant City Commission held May 13, 2024 at 7:00 p.m. at Mt. Pleasant City Hall to provide an opportunity for additional public comment on the proposed project, and

Whereas, the City of Mt. Pleasant has committed to providing \$325,000 or 25% of the total \$1,300,000 project cost from City matching funds along with \$375,000 or 28% of the total \$1,300,000 project cost from Township matching funds along with \$400,000 or 31% of the total \$1,300,000 project cost from Michigan Department of Transportation "Transportation Alternatives Program (TAP) Grant";

Be it therefore resolved that the Mt. Pleasant City Commission hereby approves submittal of a 2024 Michigan Department of Transportation Shared Streets and Spaces Grant application for the Mid-Michigan/GKB Trail Project.

Yeas:

Nays:

Absent:

I, Heather Bouck, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Mt. Pleasant at a Regular Meeting thereof held the 13th day of May, 2024.

Heather Bouck
City Clerk
City of Mt. Pleasant



**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: May 6, 2024
TO: Aaron Desentz, City Manager
FROM: Paul Lauria, Director of Public Safety
SUBJECT: Approval of City Ordinance Managed Natural Landscaping

At the April 22nd, 2024, regular meeting of the City Commission they received proposed City Ordinance "**Managed Natural Landscaping**". If adopted this ordinance would allow all property owners within the City to keep a natural landscape of native plants and grasses on their property. A draft of the proposed ordinance is attached to this memorandum.

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

1. This is not an ordinance that exempts property owners from managing or caring for their landscape.
2. Any managed natural landscaping in the right of way can not exceed 12 inches in height.
3. The ordinance provides for adequate visibility and safety regulations for motorists, pedestrians, and bicyclists.
4. The ordinance does not allow neighboring property to be effected by any managed natural Landscaping.
5. Property owned or occupied by members of the Saginaw Chippewa Indian Tribe that are within the recognized area of the Reservation are exempt from direct enforcement of this ordinance. The Tribal Planning Department through Tribal Court must oversee any violation(s).

Enforcement of this ordinance will primarily be the responsibility of Code Enforcement Officers. When violations occur property owners will be educated and given a warning on the new ordinance. Any repeat violations may result in a citation.

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

RECOMMENDED ACTION

Set a public hearing on May 13, 2024, for the hearing to be held on May 28, 2024, for the proposed Managed Natural Landscaping Ordinance. Following the hearing, approve the adoption of the ordinance and add/update the pertinent sections of the City Code.

**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.

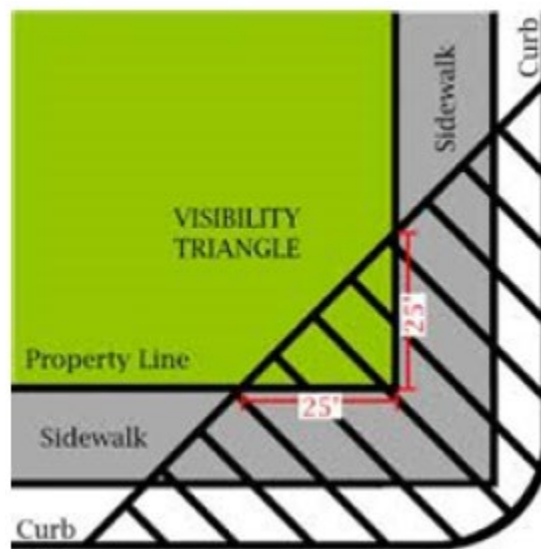
Right of Way means any street, road, sidewalk, alley, driveway, or similar path by or upon which pedestrians or vehicles travel.

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.

85714:00001:200460873-1

05/08/2024

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 04/19/2024 - 05/07/2024

Check Date	Vendor Name	Description	Amount		
Bank COMM COMMON CASH					
04/26/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	116,002.94		
04/26/2024	RCL CONSTRUCTION CO. INC	CONTRACTED SVCS	1,044,026.42		
04/29/2024	CONSUMERS ENERGY	UTILITIES	68,242.41		
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05/02/2024	ANGIE MCCANN	REIMBURSEMENT	15.41		
05/02/2024	BILL BRICKNER	REIMBURSEMENT	50.00		
05/02/2024	HEATHER BOUCK	REIMBURSEMENT	104.65		
05/02/2024	TYLER LOOMIS	REIMBURSEMENT	50.00		
05/02/2024	ABC FASTENER GROUP, INC	SUPPLIES	261.91	V	*Printing Error
05/02/2024	AIDAN MCCARTHY	CONTRACTED SVCS	75.00	V	*Printing Error
05/02/2024	AKTIVOV LLC	CONTRACTED SVCS	14,000.00	V	*Printing Error
05/02/2024	ALMA TIRE SERVICE INC	SUPPLIES	434.53	V	*Printing Error
05/02/2024	AMY COZZIE	REFUND	85.00	V	*Printing Error
05/02/2024	ASHER BARZ	CONTRACTED SVCS	30.00	V	*Printing Error
05/02/2024	AVFUEL CORPORATION	SUPPLIES	20.00	V	*Printing Error
05/02/2024	BELLA KALIL	CONTRACTED SVCS	68.00	V	*Printing Error
05/02/2024	BEN DVORAK	CONTRACTED SVCS	105.00	V	*Printing Error
05/02/2024	BERRY DUNN	CONTRACTED SVCS	1,533.00	V	*Printing Error
05/02/2024	BLOCK ELECTRIC COMPANY	CONTRACTED SVCS	813.70	V	*Printing Error
05/02/2024	BOUND TREE MEDICAL, LLC	SUPPLIES	297.84	V	*Printing Error
05/02/2024	BS&A SOFTWARE	CONTRACTED SVCS	1,104.00	V	*Printing Error
05/02/2024	C & O SPORTSWEAR	SUPPLIES	167.65	V	*Printing Error
05/02/2024	CDW GOVERNMENT, INC	SUPPLIES	215.78	V	*Printing Error
05/02/2024	CINTAS CORP	SUPPLIES	370.38	V	*Printing Error
05/02/2024	CINTAS CORP	SUPPLIES	105.29	V	*Printing Error
05/02/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	4,855.41	V	*Printing Error
05/02/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	3,759.06	V	*Printing Error
05/02/2024	CLARK HILL P.L.C.	CONTRACTED SVCS	4,740.87	V	*Printing Error
05/02/2024	COYNE OIL CORPORATION	FUEL DIESEL-PARKS	600.02	V	*Printing Error
05/02/2024	DAVID MCCLAIN	CONTRACTED SVCS	75.00	V	*Printing Error
05/02/2024	ELIZA FABER	CONTRACTED SVCS	60.00	V	*Printing Error
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05/02/2024	FIDELITY SECURITY LIFE INSURANCE CO	INSURANCE PREMIUMS	1,236.06	V	*Printing Error
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05/02/2024	AMY COZZIE	REFUND	85.00		
05/02/2024	ASHER BARZ	CONTRACTED SVCS	30.00		
05/02/2024	AVFUEL CORPORATION	SUPPLIES	20.00		
05/02/2024	BELLA KALIL	CONTRACTED SVCS	68.00		
05/02/2024	BEN DVORAK	CONTRACTED SVCS	105.00		
05/02/2024	BERRY DUNN	CONTRACTED SVCS	1,533.00		
05/02/2024	BLOCK ELECTRIC COMPANY	CONTRACTED SVCS	813.70		
05/02/2024	BOUND TREE MEDICAL, LLC	SUPPLIES	297.84		
05/02/2024	BS&A SOFTWARE	CONTRACTED SVCS	1,104.00		
05/02/2024	C & O SPORTSWEAR	SUPPLIES	167.65		
05/02/2024	CDW GOVERNMENT, INC	SUPPLIES	215.78		
05/02/2024	CINTAS CORP	SUPPLIES	370.38		
05/02/2024	CINTAS CORP	SUPPLIES	105.29		
05/02/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	4,855.41		
05/02/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	3,759.06		
05/02/2024	CLARK HILL P.L.C.	CONTRACTED SVCS	4,740.87		
05/02/2024	COYNE OIL CORPORATION	FUEL	600.02		
05/02/2024	DAVID MCCLAIN	CONTRACTED SVCS	75.00		
05/02/2024	ELIZA FABER	CONTRACTED SVCS	60.00		
05/02/2024	EVAN BRADLEY	CONTRACTED SVCS	30.00		
05/02/2024	FERGUSON ENTERPRISES, LLC &	SUPPLIES	90.17		
05/02/2024	FIDELITY SECURITY LIFE INSURANCE CO	INSURANCE PREMIUMS	1,236.06		
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05/02/2024	GALLS, LLC	UNIFORMS	86.44		
05/02/2024	GEORGE TOLAS	SUPPLIES	500.00		
05/02/2024	GILL-ROY'S HARDWARE	SUPPLIES	7.58		
05/02/2024	GRAYMONT WESTERN LIME INC.	SUPPLIES	8,080.00		
05/02/2024	ISABELLA COUNTY TREASURER	REIMBURSEMENT	34,712.12		
05/02/2024	JBS CONTRACTING, INC	CONTRACTED SVCS	6,502.00		
05/02/2024	JESSA SKONIECZNY	CONTRACTED SVCS	30.00		
05/02/2024	JUSTICE SPRINGER	CONTRACTED SVCS	75.00		
05/02/2024	KATHERINE LATHAM	CONTRACTED SVCS	30.00		
05/02/2024	KAWKAWLIN ROOFING COMPANY	CONTRACTED SVCS	78,522.30		
05/02/2024	KAYA FLAHERTY	CONTRACTED SVCS	68.00		
05/02/2024	KENNEDY INDUSTRIES, INC	CONTRACTED SVCS	1,165.00		
05/02/2024	LAKESHORE CONSTRUCTION	CONTRACTED SVCS	43,698.65		
05/02/2024	LAURA FOX	REIMBURSEMENT	31.96		

05/02/2024	LETAVIS ENTERPRISES INC.	SUPPLIES	150.00
05/02/2024	LITHOPREP	SUPPLIES	45.00
05/02/2024	LOCAL COMMUNITY STABILIZATION AUTH	REIMBURSEMENT	253,436.86
05/02/2024	LUCY KEYES	CONTRACT SVCS	30.00
05/02/2024	MANNIK SMITH GROUP	CONTRACT SVCS	2,132.77
05/02/2024	MARK KARIMI	CONTRACT SVCS	45.00
05/02/2024	MAUREEN EKE	REIMBURSEMENT	132.80
05/02/2024	MI MUNI RISK MGMT AUTHORITY	CONTRACT SVCS	801.00
05/02/2024	MI-MAUI	CONTRACT SVCS	1,672.00
05/02/2024	MICAH SPRINGER	CONTRACT SVCS	60.00
05/02/2024	MICHIGAN TACTICAL OFFICERS ASSOC	TRAINING	250.00
05/02/2024	MILLER'S GREENHOUSE	SUPPLIES	714.87
05/02/2024	MORGANN BOOTH	CONTRACT SVCS	90.00
05/02/2024	MP AREA CHAMBER OF COMMERCE	TRAINING	15.00
05/02/2024	MR. ROOTER PLUMBING	REIMBURSEMENT	25.00
05/02/2024	MWEA	TRAINING	185.00
05/02/2024	NCH CORPORATION	SUPPLIES	186.45
05/02/2024	NCL OF WISCONSIN	SUPPLIES	349.06
05/02/2024	NYE UNIFORM COMPANY	UNIFORMS	540.90
05/02/2024	O'NEIL & DUSO PLLC	PROSECUTORIAL SVCS	7,941.70
05/02/2024	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	80.98
05/02/2024	OTIS ELEVATOR COMPANY	CONTRACT SVCS	468.96
05/02/2024	PARTLO PROPERTY MANAGEMENT	REFUND	35.58
05/02/2024	PARTLO PROPERTY MANAGEMENT	REFUND	97.23
05/02/2024	PIYUSH SARAIYA	CONTRACT SVCS	45.00
05/02/2024	PLACER LABS, INC	CONTRACT SVCS	18,000.00
05/02/2024	PLM LAKE & LAND MGT CORP	SUPPLIES	1,705.00
05/02/2024	PREMIER SAFETY	SUPPLIES	90.19
05/02/2024	PRINTING SYSTEMS, INC	SUPPLIES	1,096.04
05/02/2024	PROGRESSIVE AE, INC.	CONTRACT SVCS	13,837.50
05/02/2024	RCL CONSTRUCTION CO. INC	CONTRACT SVCS	71,422.14
05/02/2024	RICHARD BENSON	REIMBURSEMENT	450.00
05/02/2024	RISE MACHINE	CONTRACT SVCS	150.00
05/02/2024	ROBBIN HARSH EXCAVATING INC	CONTRACT SVCS	91.85
05/02/2024	ROMANOW BUILDING SERVICES	CONTRACT SVCS	5,945.36
05/02/2024	ROWAN BARZ	CONTRACT SVCS	30.00
05/02/2024	RYLEIGH FOSTER	CONTRACT SVCS	30.00
05/02/2024	SCOTT ZAMARRON	REIMBURSEMENT	85.76
05/02/2024	SERENITI COLE	CONTRACTED SVCS	75.00
05/02/2024	STATE OF MICHIGAN	CONTRACTED SVCS	149,484.00
05/02/2024	STERICYCLE, INC.	CONTRACTED SVCS	357.53
05/02/2024	SUNRISE ASSESSING SERVICES, LLC	CONTRACTED SVCS	8,575.00
05/02/2024	T.H. EIFERT, LLC	CONTRACTED SVCS	2,371.40
05/02/2024	TOTAL WATER TREATMENT SYS INC	REFUND	165.23
05/02/2024	TRACE ANALYTICAL LABORATORIES, INC.	CONTRACTED SVCS	856.75
05/02/2024	TRUGREEN	CONTRACTED SVCS	49.73
05/02/2024	UNIFIRST CORPORATION	CONTRACTED SVCS	143.06
05/02/2024	UNITED STATES PLASTIC CORP	SUPPLIES	96.10
05/02/2024	VANESSA LABELLE	CONTRACTED SVCS	75.00
05/02/2024	VERMONT SYSTEMS, INC	CONTRACTED SVCS	450.00

05/02/2024	XPERT ELECTRIC	CONTRACTED SVCS	2,407.00
05/02/2024	YEO & YEO TECHNOLOGY	CONTRACTED SVCS	900.00
05/07/2024	DTE ENERGY	UTILITIES	<u>10,696.96</u>

COMM TOTALS:

Total of 197 Checks:	2,802,892.92
Less 94 Void Checks:	<u>781,779.57</u>
Total of 103 Disbursements:	2,021,113.35

WRIGHT EXPRESS-05/08/24

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
ADOBE INC.	SUPPLIES	59.99	1
AGILE SAFETY	CONTRACTED SVCS	682.12	1
AIRGAS LLC - NORTH N06	SUPPLIES	146.98	1
AIRGAS LLC - NORTH N06	SUPPLIES	219.2	2
AIRGAS LLC - NORTH N06	SUPPLIES	511.61	1
ALMA BOLT COMPANY	SUPPLIES	88.88	1
AMAZON MAR 113-840262	SUPPLIES	11.99	1
AMAZON RET 112-091789	SUPPLIES	24.99	1
AMAZON RET 5333-SPRIN	SUPPLIES	21.88	1
AMAZON.COM 1S7T28MT3	SUPPLIES	50.71	1
AMAZON.COM 4V3WQ8FR3	SUPPLIES	172.06	1
AMAZON.COM LV9IQ4573	SUPPLIES	146.58	1
AMAZON.COM QY6NI3593	SUPPLIES	38.35	1
AMZN MKTP US	REFUND	-11.88	1
AMZN MKTP US	REFUND	-5.89	1
AMZN MKTP US 0E6IL1XQ3	SUPPLIES	9.95	1
AMZN MKTP US 3J5OJ1SZ3	SUPPLIES	39.88	1
AMZN MKTP US 692BW4V33	SUPPLIES	94.8	1
AMZN MKTP US 9E04C83Y3	SUPPLIES	149	1
AMZN MKTP US 9R0GB2K63	SUPPLIES	295.97	1
AMZN MKTP US EB2LT42E3	SUPPLIES	28.88	1
AMZN MKTP US LN1LJ0MZ3	SUPPLIES	10.99	1
AMZN MKTP US MA7KJ1UR3	SUPPLIES	330.9	1
AMZN MKTP US MR25L2QH3	SUPPLIES	97.98	1
AMZN MKTP US NR84V2J43	SUPPLIES	57.98	1
AMZN MKTP US P01UF44N3	SUPPLIES	89.99	1
AMZN MKTP US R655D4QL1	SUPPLIES	30.47	1
AMZN MKTP US RA2CU7LB0	SUPPLIES	17.94	1
AMZN MKTP US RA6ND1NL1	SUPPLIES	14.99	1
AMZN MKTP US RA7NA6T10	SUPPLIES	69.78	1
AMZN MKTP US RA8EW2V01	SUPPLIES	19.96	1
AMZN MKTP US RA8JR5QO1	SUPPLIES	151.49	1
AMZN MKTP US RA8NU1Z52	SUPPLIES	32.67	1
AMZN MKTP US RA8Q34EW1	SUPPLIES	7.89	1
AMZN MKTP US RA9446QF0	SUPPLIES	45.9	1
AMZN MKTP US RH05K2P71	SUPPLIES	189.97	1
AMZN MKTP US RH0ZN1IR1	SUPPLIES	54.9	1
AMZN MKTP US RH10D9FD1	SUPPLIES	156	1
AMZN MKTP US RH1LN1PS1	SUPPLIES	13.77	1
AMZN MKTP US RH4511PS1	SUPPLIES	16.78	1
AMZN MKTP US RH56U3PG1	SUPPLIES	14.64	1
AMZN MKTP US RH7D19PQ1	SUPPLIES	6.99	1
AMZN MKTP US RH7HI9EQ2	SUPPLIES	9.99	1

AMZN MKTP US RH7JV4QN2	SUPPLIES	17.77	1
AMZN MKTP US RH80T8EP2	SUPPLIES	39.92	1
AMZN MKTP US RO8SW1WGO	SUPPLIES	17.99	1
AMZN MKTP US S88SN4L83	SUPPLIES	22.97	1
AMZN MKTP US SV21B1LQ3	SUPPLIES	165.03	1
AMZN MKTP US U64D98SC3	SUPPLIES	56.06	1
AMZN MKTP US WW1IL9ER3	SUPPLIES	209	1
AMZN MKTP US XB6D07I43	SUPPLIES	129.97	1
AMZN MKTP US XU3WY7YA3	SUPPLIES	9.99	1
AMZN MKTP US Z46UQ6WF3	SUPPLIES	7.99	1
APWA - WORK ZONE	CONTRACTED SVCS	495	1
ARMAGEDDON GEAR LLC	SUPPLIES	167.77	1
AUDIOBOOKS.COM	TRAINING	14.95	1
AUTOZONE #2199	SUPPLIES	130.99	2
AUTOZONE #2199	SUPPLIES	26.95	1
BIG APPLE BAGEL 02	SUPPLIES	169.52	1
BILLS CUSTOM FAB, INC	SUPPLIES	78.49	1
BLACKBURN MANUFACTURIN	SUPPLIES	605.7	1
BLOCKO LLC	SUPPLIES	26	1
BLUEBEAM INC.	SUPPLIES	400	1
BW BW-MMDC	TRAINING	40.55	1
BW BW-MMDC	TRAINING	80.8	1
CENTER MASS INC	SUPPLIES	76.98	1
CHARGE.PREZI.COM	CONTRACTED SVCS	159	1
CHATGPT SUBSCRIPTION	CONTRACTED SVCS	20	1
CHATGPT SUBSCRIPTION	CONTRACTED SVCS	20	1
COYNE OIL	SUPPLIES	7.26	1
CRITICAL TOOL	SUPPLIES	320.94	1
DEWITT LUMBER COMPANY	SUPPLIES	135.33	4
DOLLAR TREE	SUPPLIES	3.75	1
DOUBLETREE HOTELS	REFUND OF TAX	-8.22	1
DOUGS SMALL ENGINE S A	CONTRACTED SVCS	13.99	1
DOUGS SMALL ENGINE S A	SUPPLIES	182.96	2
DREAMSTIME.COM	CONTRACTED SVCS	39	1
EIG CONSTANTCONTACT.CO	CONTRACTED SVCS	1,787.80	1
ELLENS EQUIPMENT - WIN	SUPPLIES	114.21	1
ENTERPRISE RENT-A-CAR	CONTRACTED SVCS	536.78	1
ETNA DISTRIBUTORS, LLC	SUPPLIES	40	1
FASTENAL COMPANY 01MIM	SUPPLIES	102.46	1
FLT GEOSYSTEMS	SUPPLIES	174.62	1
FMCSA D&A CLEARINGHOUS	CONTRACTED SVCS	6.25	1
FREDRICKSON SUPPLY	SUPPLIES	415.8	1
FRONTIER COMM CORP WEB	COMMUNICATIONS	70.98	1
GFS ECOMM #0152	SUPPLIES	129.87	5
GFS STORE #0152	SUPPLIES	49.99	1
GILBOE S LOCK & SAFE L	CONTRACTED SVCS	90	1
GILLROYS HARDWARE 6743	SUPPLIES	137.8	1

GILLROYS HARDWARE 6743	SUPPLIES	31.75	1
GILLROYS HARDWARE 6743	SUPPLIES	4.18	1
GILLROYS HARDWARE 6743	SUPPLIES	16.53	1
GILLROYS HARDWARE 6743	SUPPLIES	5.99	1
GILLROYS HARDWARE 6743	SUPPLIES	85.17	1
GILLROYS HARDWARE 6743	SUPPLIES	95.37	1
GILLROYS HARDWARE 6743	SUPPLIES	58.49	1
GILLROYS HARDWARE 6743	SUPPLIES	85.19	3
GILLROYS HARDWARE 6743	SUPPLIES	62.62	3
GILLROYS HARDWARE 6743	SUPPLIES	15.58	1
GOTOCOM GOTOMYPC	SUPPLIES	44	1
GOTOCOM GOTOMYPC	SUPPLIES	44	1
GRAINGER	SUPPLIES	3.57	1
GRAINGER	SUPPLIES	97.69	1
GRAND TRAVERSE RUBBE	SUPPLIES	44.8	1
GRAND TRAVERSE RUBBE	SUPPLIES	462.84	1
GRAND TRAVERSE RUBBE	SUPPLIES	34.48	1
GRAND TRAVERSE RUBBE	SUPPLIES	220.17	1
GRANGER WASTE SERVICES	CONTRACT SEVERVICES	81.26	1
HAMPTON INN & SUITES S	TRAINING	354.96	1
HAMPTON INN & SUITES S	TRAINING	354.96	1
HARBOR FREIGHT TOOLS 6	SUPPLIES	13.9	1
HILTON ADVPURCH8002367	TRAINING	271.69	1
HOLIDAY INN	TRAINING	188.1	1
IIMC	MEMBERSHIP	225	1
IN JUST FAB GRAPHICS	SUPPLIES	122.3	1
IN MICHIGAN RURAL WAT	TRAINING	150	1
INTUIT QUICKBOOKS	SUPPLIES	704.17	1
JIMMY JOHNS - 4333 - M	SUPPLIES	204.51	1
JNR ENGRAVING	SUPPLIES	55.89	1
JNR ENGRAVING	SUPPLIES	62.1	1
KRAPOHL FORD LINCOLN	CONTRACTED SERVICES	93.35	1
KRAPOHL FORD LINCOLN	REFUND	-3.23	1
KRAPOHL FORD LINCOLN	CONTRACTED SERVICES	95.16	1
LIFETIME METAL SALES	SUPPLIES	183.32	1
MCMASTER-CARR	SUPPLIES	74.72	1
MCMASTER-CARR	SUPPLIES	95.02	1
MCMASTER-CARR	SUPPLIES	1,762.42	1
MCMASTER-CARR	SUPPLIES	85.26	1
MCMASTER-CARR	SUPPLIES	121.36	1
MEDLER ELECTRIC MT PLE	SUPPLIES	247.25	1
MEDLER ELECTRIC MT PLE	SUPPLIES	404.19	1
MEEKHOF TIRE MT PLEASN	CONTRACTED SERVICES	454.75	1
MEEKHOF TIRE MT PLEASN	CONTRACTED SERVICES	444.15	2
MENARDS MT. PLEASANT M	SUPPLIES	10.99	1
MENARDS MT. PLEASANT M	SUPPLIES	50.03	1
MENARDS MT. PLEASANT M	SUPPLIES	129.99	1

MENARDS MT. PLEASANT M	SUPPLIES	125.94	1
MENARDS MT. PLEASANT M	SUPPLIES	33.3	1
MENARDS MT. PLEASANT M	SUPPLIES	412.73	1
MENARDS MT. PLEASANT M	SUPPLIES	639.96	1
MENARDS MT. PLEASANT M	SUPPLIES	163.96	1
MENARDS MT. PLEASANT M	SUPPLIES	582.03	3
MENARDS MT. PLEASANT M	SUPPLIES	698.33	9
MENARDS MT. PLEASANT M	SUPPLIES	31.65	1
META STORE FACEBKPRTL	FRAUDULENT CHARGE	300	3
METRO INSTITUTE INC	SUPPLIES	55	1
MI CHAMBER FOUNDATION	TRAINING	25	1
MI STATE POLICE ICHAT	CONTRACTED SERVICES	10	1
MICHIGAN ASSESSORS ASS	TRAINING	164	1
MICHIGAN KENWORTH - 40	SUPPLIES	886.15	2
MICHIGAN MUNICIPAL LEA	TRAINING	260	1
MICHIGAN PIPE MT PLEAS	SUPPLIES	750	1
MICHIGAN RECREATION &	TRAINING	60	1
MILAN SUPPLY COMPANY L	SUPPLIES	74.16	1
MISTER CAR WASH #1466	CONTRACTED SERVICES	19.99	1
MISTER CAR WASH #1466	CONTRACTED SERVICES	39.98	2
MP FIT CLUB	SUPPLIES	50	1
MRWA	CONTRACTED SERVICES	99	1
MT PLEASANT AUTOMOTIVE	SUPPLIES	39.99	1
MT PLEASANT AUTOMOTIVE	SUPPLIES	34.78	1
MUMFORD OIL & GAS SU	CONTRACTED SERVICES	462.27	1
NAPA AUTO PARTS 419	SUPPLIES	388.9	2
NAPA AUTO PARTS 419	SUPPLIES	84.36	1
NAPA AUTO PARTS 419	SUPPLIES	72.5	1
NAPA AUTO PARTS 419	SUPPLIES	3,527.88	9
NFPA NATL FIRE PROTECT	CONTRACTED SERVICES	103.49	1
PAYPAL EPOLICESUPP	UNIFORMS	61.95	1
PAYPAL FIRECAM	SUPPLIES	213.9	1
PAYPAL ISOTUNES	SUPPLIES	93.28	1
PICKARD STREET CITGO	SUPPLIES	24.25	1
PISANELLOS PIZZA INC	SUPPLIES	43.3	1
PRECISION DIGITAL	SUPPLIES	709.09	1
REPUBLIC SERVICES TRAS	CONTRACTED SERVICES	3,997.39	3
REPUBLIC SERVICES TRAS	CONTRACTED SERVICES	26,108.72	2
S&S WORLDWIDE, INC.	SUPPLIES	124.99	1
SAMS CLUB #4982	SUPPLIES	79.55	1
SAMS CLUB #4982	SUPPLIES	198.18	1
SAMSClub.COM	SUPPLIES	1,319.24	1
SARIS CYCLING GROUP	SUPPLIES	118.42	1
SCIENTIFIC BRAKE MT PL	SUPPLIES	25.2	1
SCIENTIFIC BRAKE MT PL	SUPPLIES	219.46	1
SHERWIN WILLIAMS 70131	SUPPLIES	430.49	1
SP 9B1427-2	SUPPLIES	299	1

SP AXE HEAD THREADS	UNIFORMS	40	1
SP C & C ENTERPRISES,	UNIFORMS	17.96	1
SPECTRUM	CONTRACT SERVICES	506.38	2
SQ TYME OF CHANGE	SUPPLIES	50	1
STAPLES 00103101	SUPPLIES	120.59	3
STAPLES 00103101	SUPPLIES	150.73	2
STAPLES INC	SUPPLIES	249.95	1
STAPLES INC	SUPPLIES	338.37	1
STAPLES INC	SUPPLIES	27.29	1
STAPLES INC	SUPPLIES	367.73	5
STAPLES INC	SUPPLIES	453.18	1
STAPLES INC	SUPPLIES	26.89	1
STAPLES INC	SUPPLIES	5.86	1
STAPLES INC	SUPPLIES	14.77	1
STAYBRIDGE SUITES	TRAINING	-31.18	1
TAICHI BUBBLE TEA	SUPPLIES	50	1
TARGET 00009241	SUPPLIES	12.57	1
THE CONCRETE SERVICE	SUPPLIES	716.3	1
THE HOME DEPOT #2732	SUPPLIES	40.98	1
THE HOME DEPOT #2732	SUPPLIES	123.16	1
THE HOME DEPOT #2732	SUPPLIES	21.97	1
THE HOME DEPOT #2732	SUPPLIES	38.84	2
THE HOME DEPOT #2732	SUPPLIES	52.41	1
THE HOME DEPOT #2732	SUPPLIES	2.12	1
THE HOME DEPOT #2732	SUPPLIES	122.9	1
THE HOME DEPOT #2732	SUPPLIES	49.96	1
THE HOME DEPOT #2732	SUPPLIES	171.82	1
THE HOME DEPOT #2732	SUPPLIES	131.62	2
THE HOME DEPOT #2732	SUPPLIES	67.52	1
THE HOME DEPOT #2732	SUPPLIES	34.04	1
THE HOME DEPOT #2732	SUPPLIES	282.31	1
THE HOME DEPOT #2732	SUPPLIES	838.94	1
THE HOME DEPOT #2732	SUPPLIES	1.38	1
THE HOME DEPOT #2732	SUPPLIES	83.58	1
THE HOME DEPOT #2732	SUPPLIES	134.2	4
THE HOME DEPOT #2732	SUPPLIES	36.42	1
THE HOME DEPOT #2732	SUPPLIES	358.12	4
THE HOME DEPOT #2732	SUPPLIES	12.97	1
THE HOME DEPOT #2732	SUPPLIES	11.94	1
THE HOME DEPOT #2732	SUPPLIES	24.88	1
THE PIONEER MANUFACTUR	SUPPLIES	2,045.54	1
THE UPS STORE 2466	CONTRACTED SVCS	20.45	1
THE UPS STORE 2466	CONTRACTED SVCS	135.27	1
THE UPS STORE 2466	CONTRACTED SVCS	144.96	1
THERANEST MONTHLY SUB	CONTRACTED SVCS	91	1
TLO TRANSUNION	CONTRACTED SVCS	75	1
TN TH, \$12/UNLI	CONTRACTED SVCS	12	1

TRACTOR-SUPPLY-CO #064	SUPPLIES	25.99	1
TRACTOR-SUPPLY-CO #064	SUPPLIES	50.94	1
TRACTOR-SUPPLY-CO #064	SUPPLIES	29.99	1
TRACTOR-SUPPLY-CO #064	SUPPLIES	583.5	4
TST THE BRASS	SUPPLIES	810	2
TST THE BRASS	MISCELLANEOUS	25.2	1
ULINE SHIP SUPPLIES	SUPPLIES	58.5	1
ULINE SHIP SUPPLIES	SUPPLIES	356.35	1
ULINE SHIP SUPPLIES	SUPPLIES	187.01	1
UPS (800) 811-1648	CONTRACTED SVCS	141.5	1
UPS (800) 811-1648	CONTRACTED SVCS	167	1
USPS PO 2564400858	SUPPLIES	5.08	1
VANDAL STOP PRODUCTS	SUPPLIES	1,232.00	1
VANDAL STOP PRODUCTS	REFUND	-1,288.00	1
VERIZON CONNECT	CONTRACTED SVCS	231.2	1
VZWRLSS APOCC VISB	COMMUNICATIONS	3,683.71	3
WAL-MART #1428	SUPPLIES	168.37	1
WAL-MART #1428	SUPPLIES	29.76	1
WASTE MGMT WM EZPAY	CONTRACTED SVCS	41.39	1
WASTE MGMT WM EZPAY	CONTRACTED SVCS	325.95	2
WASTE MGMT WM EZPAY	CONTRACTED SVCS	325.95	2
WIELAND TRUCK CTR. CLA	SUPPLIES	54.4	1
WINN TELEPHONE	COMMUNICATIONS	51.34	1
WINN TELEPHONE	COMMUNICATIONS	1,772.74	1
WM SUPERCENTER #1428	SUPPLIES	215.39	1
WM SUPERCENTER #1428	SUPPLIES	3.18	1
WM SUPERCENTER #1428	SUPPLIES	27.93	1
WOOD SHOP SOCIAL	SUPPLIES	755.95	2
WORDPRESS D9RJAQ0W6B	CONTRACTED SVCS	96	1
YOURMEMBERSHIP	CONTRACTED SVCS	399	1
YOURMEMBERSHIP	CONTRACTED SVCS	150	1
ZOOM.US 888-799-9666	MEMBERSHIP	415.99	1

TOTALS	\$ 83,887.73	329
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Memorandum



TO: Aaron Desentz, City Manager

FROM: Michelle Sponseller, Downtown Development Director

DATE: April 23, 2024

SUBJECT: Development District (DDA) License Application – Narrativity Artisan Coffee Roasters, LLC (DBA Ponder Coffee Company)

Narrativity Artisan Coffee Roasters, LLC (DBA Ponder Coffee Company) is requesting City Commission approval for a Development District (DDA) License pursuant to Public Act 501 of 2006 in order to provide alcohol service for their business, located at 110 East Broadway, Suite 1.

PA 501 of 2006 is designed to make on-site premises licenses more readily available in downtowns and other redevelopment areas, as a tool for economic development. This request comes to the City subsequent to the City Commission actions below:

- Initial establishment of the development district (DDA) liquor license district and policy on January 24, 2011;
- revisions to the on-premise liquor license policy on July 26, 2021;
- expansion of the development district (DDA) liquor license district on October 10, 2022 and revision to the City's on-premise liquor license policy pertaining to the district expansion.

As part of the City's on-premise liquor license approval process both a special use permit (SUP) and a public hearing are required. On May 2, 2024 the Planning Commission approved the Special Use Permit and Site Plan.

Narrativity Artisan Coffee Roasters, LLC meets the requirements for consideration by the State of Michigan Liquor Control Commission per MCLA 436.1521a(1)(b)(i) as follows:

- Is located within the Central Business District (CBD) Tax Increment Finance Authority (TIFA) district, established under PA 450 of 1980 on April 15, 1985;
- Is located within the City's Development District (DDA) License Development District established in 2011;
- Is engaged in dining, entertainment or recreation and open to the general public;
- Has have a seating capacity of more than 25 people;
- Investment greater than \$75,000 in the rehabilitation or restoration of the building where the license will be housed.

Additionally, MCLA 436.1521a(1)(b)(i) requires a minimum level of private and public investment in the development district be at least \$200,000 in the preceding five years. Staff has verified the amount of investment over the past five years:

- Private investment = \$5,288,470 based on commercial building permits;
- Public investment = \$2,033,957 based on completed capital improvement projects.

Memorandum



Recommended Action

Review and approve the attached resolution and direct staff to conduct all necessary steps for Development District (DDA) License as stated in MCLA 436.1521a(1)(b)(i).

Attachments

- Resolution
- MLCC-106 Local Government Approval Form
- Map of DDA District w/ Narrativity Artisan Coffee Roasters, LLC Location
- Special Use Permit Approval Letter
- Assessing Affidavit of Public and Private Investment in Development District Area
- Clerk Affidavit for Development District (DDA) Liquor License

NARRATIVITY ARTISAN COFFEE ROASTERS, LLC DEVELOPMENT DISTRICT (DDA) LICENSE RESOLUTION

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

WHEREAS, the City of Mt. Pleasant Central Business District Tax Increment Finance Authority will realize considerable public and private investment within the next five years, and;

WHEREAS, the Central Business District Tax Increment Finance Authority was established under Public Act 450 of 1980 on April 15, 1985 under appropriate statutory provision, and;

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

Whereas, the City Commission reconfirms that Narrativity Artisan Coffee Roasters, LLC meets the provisions of Public Act 501 of 2006, including:

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

WHEREAS, the City of Mt. Pleasant provided to the Michigan Liquor Control Commission an affidavit from the City Assessor, as certified by the City Clerk, stating the total amount of public and private investment in real and personal property with the selected portion of Central Business District Tax Authority Finance District Development District, which was not be less than \$200,000 for each license requested, over the preceding time periods, and,

NOW BE IT THEREFORE RESOLVED, the City Commission hereby reconfirms the request from Narrativity Artisan Coffee Roasters, LLC, "ABOVE ALL OTHERS" for a new Class C license under 436.1521a(1)(b)(i), to be permitted at 110 East Broadway, Suite 1, Mt. Pleasant, Isabella County, Michigan.

Adopted the resolution by City Commission action on May 13, 2024.

Heather Bouck, Mt. Pleasant City Clerk
320 W. Broadway, Mt. Pleasant, MI 48858



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ Regular _____ meeting of the _____ City _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ May 13, 2024 _____ at _____ 7:00pm
the following resolution was offered: (date) (time)

Moved by _____ and supported by _____

that the application from Narrativity Artisan Coffee Roasters, LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Development District (DDA) License - 436.1521a(1)(b)(i)
(list specific licenses requested)

to be located at: 110 East Broadway, Suite 1, Mt. Pleasant Michigan

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ City _____
council/board at a _____ regular _____ meeting held on _____ May 13, 2024 _____ (township, city, village)
(regular or special) (date)

Heather Bouck

May 14, 2024

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

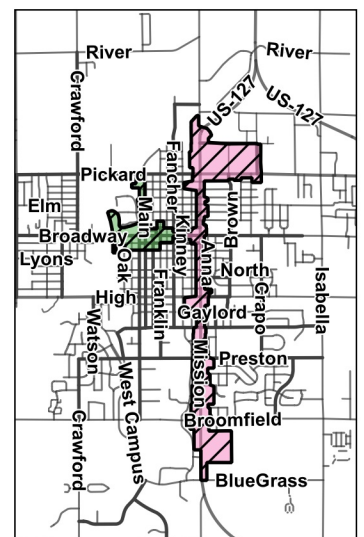
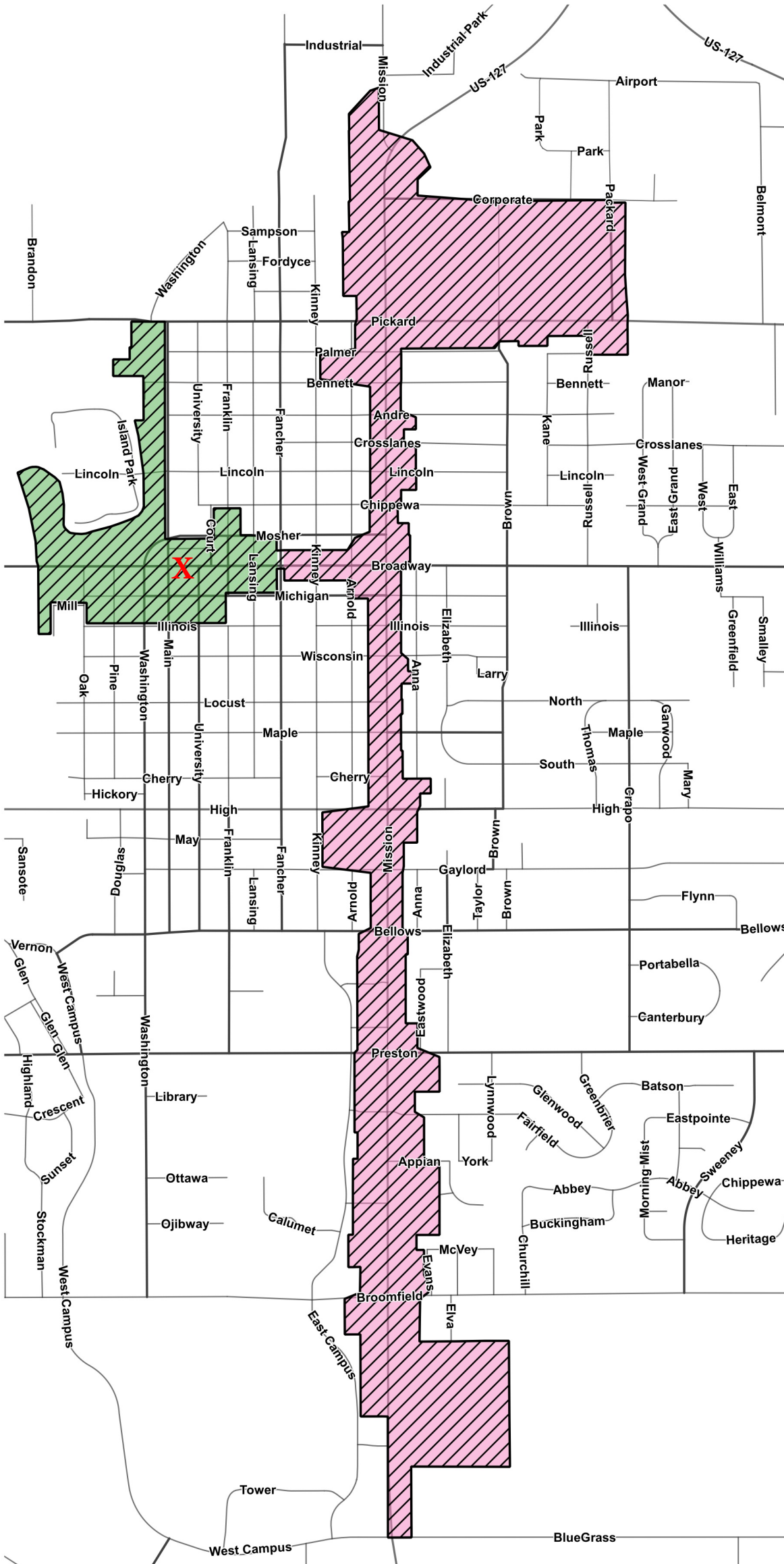
DDA License Development District Map

City of Mt. Pleasant



X

Narrativity Artisan
Coffee Roasters, LLC
110 East Broadway,
Suite 1,
Mt. Pleasant, MI 48858



- Legend**
- Development District (DDA) License Development District
 - TIFA Boundary
 - DDA Boundary

Information Accuracy Disclaimer - The materials and information contained on or obtained from the city of MtPleasant GIS maps, are distributed and transmitted "as is" without warranties of any kind, either expressed or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Information on these GIS maps is provided without any representation of any kind as to accuracy and should be verified by the user. The City of MtPleasant is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the GIS maps whether they are provided by the city, or a third party

Published: Apr-10-2024
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City of Mt. Pleasant, Michigan



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(989) 772-6250 Fax

May 3, 2024

Christie Cromar
710 Eastlawn St.
Mt. Pleasant, MI 48858

Re: Special Use Permit 24-06 – 110 E. Broadway St

Dear Ms. Cromar,

At their May 2, 2024 meeting, the Planning Commission approved Special Use Permit 24-06 for a Class I Restaurant (restaurant with a liquor license) 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.

If you have any questions, please call the Planning and Community Development office at (989) 779-5347.

Sincerely,

Manuela Powidayko
Director of Planning & Community Development

cc: Building Safety (via email)
Fire Department (via email)
Engineering Department (via email)
Downtown Director (via email)
Mid-Michigan Development Corporation (via email)

**AFFIDAVIT OF PUBLIC AND PRIVATE INVESTMENT
DEVELOPMENT DISTRICT AREA**

I, Heather Bouck, am the Deputy Assessor for the City of Mt. Pleasant, Michigan. I have examined the records for the City of Mt. Pleasant and made the following determination as to the public and private investment in the City of Mt. Pleasant qualified development district. Based on my review of these records, I have determined that the total amount of public and private investment in real property within the qualified development district over the preceding five (5) year period, April 23, 2019 through April 23, 2024 is \$7,322,427 an amount that exceeds the \$200,000 determination to the best of my knowledge and ability on this day April 23, 2024, in Isabella County, Michigan.



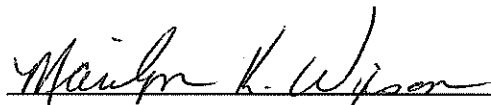
Heather Bouck, City of Mt. Pleasant
Deputy Assessor
320 W. Broadway, Mt. Pleasant, MI 48858

April 23, 2024

State of Michigan

County of Isabella

On this 23rd day of April 2024, before me, a Notary Public in and for said county and state, personally appeared the above named, on behalf of the City of Mt. Pleasant, and made oath that she has read the foregoing Affidavit, by her subscribed, and know the contents thereof, and that the same is true of her own knowledge, except as to those matters which are stated to be upon information and belief, and as to those matters, she believes them to be true.



Marilyn K. Wixson, Notary Public
Isabella County, Michigan
Expires: September 25, 2028

AFFIDAVIT FOR DEVELOPMENT DISTRICT (DDA) LIQUOR LICENSE

Now comes Heather Bouck, and being first duly sworn, deposes and states as follows:

1. That I am the City Clerk for the City of Mt. Pleasant, Isabella County, Michigan and make this Affidavit to the Michigan Liquor Control Commission pursuant to Section 436.1521a(1)(b)(i) of the Michigan Liquor Control Act and pursuant to the application by Narrativity Artisan Coffee Roasters, LLC, for a new Class C license under Section 436.1521a(1)(b)(i) of the Act to be located at 110 East Broadway, Suite 1, City of Mt. Pleasant, Isabella County, Michigan.
2. That the City of Mt. Pleasant established a Development District (DDA) Liquor License Development District defined in MCLA 436.1521a(1)(b)(i) by a resolution of the City Commission adopted January 24, 2011 and expanded by resolution on October 10, 2022.
3. That the proposed location of the Class C license, at 110 East Broadway, Suite 1, in the City of Mt. Pleasant is within the Development District (DDA) Development District.
4. That further, I have reviewed the Affidavit of Heather Bouck, the City's Deputy Assessor, which Affidavit has been submitted to the Michigan Liquor Control Commission and I certify that the information contained in the Affidavit is true and accurate.



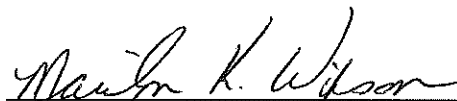
Heather Bouck, City of Mt. Pleasant Clerk
320 W. Broadway, Mt. Pleasant, MI 48858

April 23, 2024

State of Michigan

County of Isabella

On this 23rd day of April 2024 before me, a Notary Public in and for said county and state, personally appeared the above named, on behalf of the City of Mt. Pleasant, and made oath that she has read the foregoing Affidavit, by her subscribed, and know the contents thereof, and that the same is true of her own knowledge, exact as to those matters which are stated to be upon information and belief, and as to those matters, she believes them to be true.



Marilyn K. Wixson, Notary Public
Isabella County, Michigan
Expires: September 25, 2028

Memorandum



TO: Aaron Desentz, City Manager
FROM: Chris Saladine, Finance Director
DATE: May 13, 2024
SUBJECT: 2024 Millage Rate

On November 13, 2023 the City Commission approved the 2024 Operating Budget and approved a total City millage rate of 16.25 mills, the same rate since 2014. The resolution approving the millage rate states the Commission reserves the right to review the rates in spring 2024 and consider adjustments based on changed conditions. Thus far in 2024, revenue and expense projections are materially close to budget and no change to the proposed millage is necessary.

The City Commission has two options for the 2024 millage rate:

1. Leave it as set in November at 16.25 mills, in which case no action is required by the City Commission, or
2. Set a public hearing for May 28 or June 10 to receive public input on the millage rate and then take action to set a different rate for 2024.

Our recommendation is to leave the millage rate as it was set in November at 16.25 mills, in which case, no action is required by the City Commission regarding the millage rate.

Requested Action

Please put this item on the May 13, 2024 agenda for consideration by the City Commission with the following recommendation:

- Leave the millage as set in November at 16.25 mills, in which case no action is required by the City Commission

Memorandum



TO: Aaron Desentz, City Manager

FROM: Jason Moore, DPW Director

DATE: April 25, 2024

SUBJECT: Approve Biosolids Hauling and Land Application Contract Extension

Request

The City Commission is requested to approve a contract extension with Nutrigo Environmental Solutions, Inc., until July 11, 2026, for biosolids hauling and land application.

Reason

Nutrigo Environmental Solutions Inc. (Gawne Trucking) has been the biosolids hauling and land application contractor for the Water Resource Recovery Facility since August 2014. The contract has been competitively bid several times since then, most recently in 2020, and Nutrigo has provided the lowest bid for this work since 2014. The contract has been extended by mutual agreement between the parties when advantageous for the City to do so.

Discussions with Nutrigo in 2023 resulted in a proposal to extend the contract for 1-3 years with the option to renew each year as permitted in the agreement. The pricing per gallon for removal of the biosolids, hauling, and land application are \$0.041 to \$0.048 for year one (until July 11, 2024, approved by the Commission last year), and \$0.049 for years two and three (until July 11, 2026). This represents an average price increase of 6.5% annually. Digester & tank cleaning at \$475 per hour would remain unchanged for each year. The proposed extension incorporates a fuel surcharge based on the U.S. Energy Department's On-Highway Diesel Fuel Price Table for the Midwest. As of the date of this memo, current Midwest diesel prices are at \$3.955, which is slightly above the \$3.75 surcharge threshold. Assuming we produce the normal 1.1 to 1.3 million gallons of biosolids, the total cost for hauling would not exceed \$65,000 annually.

Staff believe extending the contract as opposed to rebidding it is in the City's best interest. Nutrigo has provided service comparable or better to other contractors that we have worked with in the past. Inflationary pressure has been exerted on the industry since the contract was last bid in 2020. As a point of reference, lime removal was bid this year and will cost 32% more than the 2020 bid for that service. We believe that extending this contract at the 2023 negotiated pricing will be less expensive than rebidding.

Recommendation

I recommend the City Commission approve a contract extension with Nutrigo Environmental Solutions, Inc. until July 11, 2026, for biosolids hauling and land application. Funds have been budgeted in the Water Resource Recovery Facility's operating budget.

§ 110.28 MOBILE FOOD SERVICE PROVIDERS.

(A) *Purpose.* The purpose of this section is to license and regulate the movement, location, business practice and hours of operation of mobile food providers in the city, to reduce vehicular and pedestrian traffic congestion, to promote the safe use of the streets and sidewalks; and, to protect the health, safety, and welfare of the people of the city.

(B) *Definition.* For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.

MOBILE FOOD SERVICE PROVIDER. A motorized vehicle which, upon issuance of a license by the City Clerk and conformance with the regulations under this chapter, may temporarily park upon a public street or in a public parking lot, and engage in the preparation, service, sale or distribution of ready-to-eat food for individual portion service to the general public directly from the vehicle. For the purposes of this section, mobile food vehicle includes a trailer pulled by a motorized vehicle engaged in the preparation, service, sale, or distribution of ready-to-eat food for individual portion service to the general public directly from the trailer; and shall include cookers, grills, smokers or other similar apparatuses. **MOBILE FOOD SERVICE PROVIDER** shall be considered a transient merchant and will be subject to all transient merchant regulations when operating on private property with the permission of the property owner. **MOBILE FOOD SERVICE PROVIDER** shall not include a person selling at an art fair, farmers' market, festival or similar special event at the invitation of the event's sponsor, if all of the following conditions are met:

- (a) The sponsor has obtained a vendor's license; and
- (b) The person provides the sponsor with the person's sales tax license number.

(C) *License requirements.* No mobile food service provider may engage in the service, sale, or distribution of food in the city without first obtaining a license from the City Clerk. The City Clerk shall charge an application fee for mobile food service provider licenses. Such licenses shall be subject to the application fee as may be set from time to time by the City Commission and paid in accordance with § 110.08 of this code. Mobile food service provider license fee waived if currently licensed and using truck/trailer as a transient merchant. The City Clerk may annually issue up to 12 mobile food service provider licenses per year.

(D) *Regulations.*

(1) Mobile food service providers may conduct business in the C-2 Central Business District as defined in §154.066 as well as on-street parking places on South Main Street from East High Street on the north to East Bellows Street on the south. Mobile food service providers may not conduct business in any other area of the city.

(2) Mobile food service providers may conduct business only between the hours of 8:00 p.m. and 3:00 a.m. Mobile food service providers shall not conduct business at any other time.

(3) Mobile food service providers may conduct business in on-street parking places and public parking lots during the permitted hours of operation. While conducting business, mobile food service providers shall operate in such a manner so as not to interfere with pedestrian or vehicular traffic. If directed by city staff or public safety personnel for snow plows or in response to emergency situations, mobile food service providers shall promptly relocate.

(4) Mobile food service providers shall serve customers only on the curb, lawn, or sidewalk side of the mobile food service vehicle while parked in on-street parking spaces. Mobile food service providers shall not provide food service in any right-of-way. Mobile food service providers may serve customers only when parked.

(5) If operating on sidewalks or while parked on city streets or in public parking lots, mobile food service providers shall not supply or provide tables and chairs, booths, stools, benches, tents, or other similar dining area for customers.

(6) Mobile food service providers shall provide adequate dining utensils as reasonably necessary for its customers. Mobile food service providers shall place a trash receptacle outside the mobile food service vehicle which shall be emptied and disposed of off- site by the mobile food service provider each day. The mobile food service provider shall keep the area in which it operates clean, sightly, and free of trash. Mobile food service providers shall be completely self-contained, and are prohibited from utilizing any city electrical outlets, water from city hydrants, and disposing of liquid wastes, including but not limited to grease, into storm or sanitary sewers.

(7) Mobile food service providers shall not be parked on the street, or in public parking lots in which they intend to provide service overnight or left unattended and unsecured at any time food is in the vehicle.

(8) Mobile food service providers shall comply at all times with all city nuisance regulations as provided in Chapter 96 of this code.

(9) Mobile food service providers shall not be located within 150 feet of a permanent business with a food license during the business's hours of operation.

(10) A license is valid only for each individual vehicle or trailer operated by a mobile food service provider and shall not be transferred among vehicles or trailers.

(11) Mobile food service providers shall present a valid license for inspection or examination when requested by any City Public Safety Officer or city official.

(12) Applicants for a mobile food service providers license who are selling, or offering to sell food, owned by

themselves, who furnish to the City Clerk, with all other license application materials, proof of an honorable discharge from the armed services and a copy of a license issued pursuant to 1921 PA 359, as amended, M.C.L.A. §§ 35.441 through 35.443, shall not be required to pay the annual license fee.

(13) Mobile food service providers shall comply with all applicable law, rules, regulations and licensing or permit requirements including, but not limited to those issued by the Isabella County Health Department or the Michigan Department of Agriculture and Rural Development or its successor agency, the Michigan Secretary of State, the Michigan Liquor Control Code, and any other agency with licensing or regulatory jurisdiction over the mobile food service provider.

(14) Mobile food service providers shall not offer or advertise the offering of beer, wine, or other alcoholic beverages.

(E) *License revocation or suspension.* Any mobile food service provider that violates any provision of this section may, in addition to any other penalties, have its license suspended or revoked as provided by § 110.04 of this code.

(Ord. 982, passed 10-14-13; Am. Ord. 990, passed 10-13-14)

City of Mt. Pleasant, Michigan




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(989) 772-6250 Fax

MEMORANDUM

TO: Aaron Desentz, City Manager

FROM: Brian Kench, Building Official 

DATE: Monday, May 6, 2024

SUBJECT: Property Assessed Clean Energy Program – PACE

As you recall, staff from Michigan Lean & Green did a short presentation last year ahead of the City's adoption of a Property Assessed Clean Energy program (PACE). The presentation focused on the benefits of establishing a PACE district, which would provide funding options for qualifying projects utilizing renewable energy systems and energy efficiency upgrades for commercial properties. The City Commission later approved the program following a public hearing.

Our representative from PACE recently reached out to advised that the Statute governing the program was amended with changes going into effect in February of this year.

The amendments include the following:

- For retrofits or rehab projects, the option for the property owner to waive the energy savings guarantee and for new construction, the energy savings guarantee is no longer required.
- Establish a commonsense approach for new construction projects, requiring the building to be built above Michigan's energy code.

Addition of Environmental Hazard Projects including:

- Mitigation of lead, heavy metal, or PFAS contamination in potable water systems.
- Mitigation of lead paint contamination.
- Mitigation of the effects of floods or drought.

Our representative will be on hand at the May 13, 2024, City Commission hearing to do a short presentation on these changes. Following the update, staff is recommending that the city adopt the resolution to amend the program.

REQUEST:

Recommend that the City Commission approve a resolution to amend our Property Assessed Clean Energy Program – PACE District.

Website: www.mt-pleasant.org

Michigan Relay Center for Speech & Hearing Impaired: 711

**CITY OF MOUNT PLEASANT,
MICHIGAN**

Mt. Pleasant

PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended. Additional information is available from the City of Mount Pleasant. The PACE Program and PACE Program Report were approved by the City Commission on October 23, 2023, by Resolution R20-162, subsequent to a public hearing held on October 23, 2023. The City of Mount Pleasant PACE Program and PACE Program Report were amended on [DATE].

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INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended (“the PACE Statute”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in the City of Mount Pleasant (the “City”), the City Commission established the City of Mount Pleasant Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the City of Mount Pleasant PACE district, which is coterminous with the City’s jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between the City and the record owner; identification of an official authorized to enter into program contracts on behalf of the City; a maximum aggregate amount for financing provided by the City under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount of the assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

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

CITY OF MOUNT PLEASANT PROGRAM REPORT

1. Form of PACE Contract

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

2. Authorized Official/PACE Administrator

The Building Official or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of the City in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green Michigan™, the City agrees to have LAGM act as PACE administrator and manage the City’s PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

3. Financing Parameters

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

The City shall not provide any financing for Projects under the City 's PACE Program. The City 's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by the City under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

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

Eligibility Requirements:

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

5. Financing Terms of Assessments

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

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the Project financed by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

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

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

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of the City without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in annual or semi-annual installments pursuant to Section 13(2) of the PACE

Statute. The Authorized Official, on behalf of the City, will confirm the Special Assessment Roll.

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

7. Financing Program

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

8. Reserve Fund

By participating in the Lean & Green Michigan™ program, the City assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by the City.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM’s website.

10. Useful Life

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

11. Property Eligibility Parameters

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

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

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

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

12. Mortgage Consent Requirement

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

13. Marketing Program

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

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;

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

15. Energy Audit or Energy Modeling Requirement

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Savings-to-Investment Ratio and Savings Guarantee Requirements

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner, and is not applicable to a new construction energy project.

17. Amendments to the Program

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

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING PURPOSES

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

by and among

CITY OF MOUNT PLEASANT, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

City of Mount Pleasant PACE Special Assessment Agreement

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City of Mount Pleasant PACE Special Assessment Agreement

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

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

RECITALS:

A. Pursuant to the PACE Statute and a resolution adopted by the City of Mount Pleasant Commission on October 23, 2023, the City has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project on the property.

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

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

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

E. Pursuant to the PACE Statute and the PACE Program, the City is authorized to enter into this Agreement.

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

City of Mount Pleasant PACE Special Assessment Agreement

ARTICLE I DEFINITIONS

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

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

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

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

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

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

(f) “**Energy Project**” means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

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

(h) “**Environmental Hazard Project**” means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

City of Mount Pleasant PACE Special Assessment Agreement

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

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

(k) “**Improvements**” means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

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

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

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

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

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

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

(r) “**PACE Program**” shall mean the property assessed clean energy program implemented by the City pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

City of Mount Pleasant PACE Special Assessment Agreement

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the City Commission on October 23, 2023 including any amendments or changes thereto made before the date of this Agreement.

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

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

(v) “**Project**” means an Environmental Hazard Project or Energy Project.

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

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

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

(z) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.

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

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

ARTICLE II DESCRIPTION OF IMPROVEMENTS

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

City of Mount Pleasant PACE Special Assessment Agreement

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the City makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the City or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

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

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

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

City of Mount Pleasant PACE Special Assessment Agreement

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the “Payment Schedule”). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the City. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The City, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the City shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the City may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the City’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the City of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the City may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the City hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the City, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in

City of Mount Pleasant PACE Special Assessment Agreement

whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the City; (ii) the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the City of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the City shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

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

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

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

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

City of Mount Pleasant PACE Special Assessment Agreement

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

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

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

Section 4.05 Payment Default.

City of Mount Pleasant PACE Special Assessment Agreement

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the City, at the time and in the amount required by Section 4.01 hereof (a “Payment Default”), the Lender shall, within thirty (30) days following the date such sums were due and payable (the “Payment Default Date”), deliver written notice to the City stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the “Payment Default Amount”); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the City shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the City taxes under the General Property Tax Act and the ordinances of the City. The City may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the City shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the City in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The City shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the City pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the City of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the City shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

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

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any

City of Mount Pleasant PACE Special Assessment Agreement

unpaid Special Assessment pursuant to the ordinances of the City or the General Property Tax Act, by City of Mount Pleasant, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to City of Mount Pleasant, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

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

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

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

Section 4.08 City or City Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the City Treasurer takes ownership of the Special Assessment Parcel by operation of law, the City Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the City Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the City Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the City Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the City Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and

City of Mount Pleasant PACE Special Assessment Agreement

other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the City's Obligations.

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

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

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

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

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

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

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

City of Mount Pleasant PACE Special Assessment Agreement

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

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

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the City.

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

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

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

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

Section 6.02 Representations and Warranties of the Property Owner.

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

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

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement,

City of Mount Pleasant PACE Special Assessment Agreement

note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

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

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

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

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

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the City that:

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

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

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

City of Mount Pleasant PACE Special Assessment Agreement

ARTICLE VII DEFAULT

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

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the City, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the City and any costs incurred by the City in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

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

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

City of Mount Pleasant PACE Special Assessment Agreement

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

ARTICLE VIII MISCELLANEOUS

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

Section 8.02 Assignment.

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

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

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

City of Mount Pleasant PACE Special Assessment Agreement

If to the City: City of Mount Pleasant
320 W. Broadway
Mt. Pleasant, Michigan 48858
Attn: [Authorized Official name (Building Official)
and title]

With a copy to: City of Mount Pleasant PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Property Owner: PROPERTY OWNER
ADDRESS

With a copy to: PACE LENDER
ADDRESS

With a copy to: City of Mount Pleasant PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Lender: PACE LENDER
ADDRESS

With a copy to: City of Mount Pleasant PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

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

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

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

City of Mount Pleasant PACE Special Assessment Agreement

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

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

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

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

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

Section 8.12 Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

City of Mount Pleasant PACE Special Assessment Agreement

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

Witnessed:

PROPERTY OWNER

Signature of:

By: _____

Its:

Witnessed:

CITY

Signature of:

By: _____

Its: AUTHORIZED OFFICIAL

Signature of:

By: _____

Its: AUTHORIZED OFFICIAL

Witnessed:

PACE LENDER

Signature of:

By: Its:

City of Mount Pleasant PACE Special Assessment Agreement

State of Michigan)
) ss
County)

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

Notary Public
_____, Michigan
My Commission expires _____

State of Michigan)
) ss
County)

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

Notary Public
_____, Michigan
My Commission expires _____

State of _____)
County of _____)

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

Notary Public
_____, Michigan
My Commission expires _____

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX A **PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial, industrial, agricultural or multifamily residential with 4 or more dwelling units, real property within the City's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

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

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

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

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

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

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

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

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

Dated

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F

PACE Program Application

Property and Property Owner Information

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

Parcel #: _____
 Address: _____
 Owner: _____

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

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

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

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

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

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

5. **Property Valuation**

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

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

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

Total Dollar Amount of Liens Against Property: \$ _____

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

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

City of Mount Pleasant PACE Special Assessment Agreement

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

Project Information

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

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

2. **Overall Project Cost:** _____

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

3a. Year 1: _____

3b. Overall: _____

3c. Waived _____

4. **Useful Life of Project Measures:** _____ years

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

PACE Loan Details

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

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

2. **Requested Assessment Amount**

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

3. **Requested Assessment Repayment Period:** _____ years

4. **Interest Rate Offered by Lender:** _____%

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

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

Agreement

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

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

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

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

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

City of Mount Pleasant PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

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

ASSIGNOR:

[LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

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

This acknowledgement is granted date, 20__, by Name of Mortgage Holder (the “Lender”), and for the benefit of PROPERTY OWNER (the “Property Owner”), and City of Mount Pleasant in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, the City established the City Property Assessed Clean Energy (“PACE”) Program on October 23, 2023, by resolution, to promote installation of energy projects and/or environmental hazard projects.

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

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

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

Consent and Acknowledgement

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

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

City of Mount Pleasant PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

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

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

City of Mount Pleasant PACE Special Assessment Agreement

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings (“Waiver”) is acknowledged on this ___ day of ___, 20__ by [Property OWNER]

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, City of Mount Pleasant established the City of Mount Pleasant PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with City of Mount Pleasant and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

By:
Its:

State of Michigan)
) ss
_____ County)

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

Notary Public
_____ County, Michigan
My commission expires _____

RESOLUTION

XX-XXX

City of Mount Pleasant, Michigan

**A Resolution Amending Resolution of October 23, 2023
Approving the Establishment of a Property Assessed Clean Energy
(PACE) Program**

WHEREAS, the City of Mount Pleasant City Commission previously adopted Resolution of October 23, 2023, a Resolution approving the establishment of a property assessed clean energy program ("PACE Program") and creating a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the City of Mount Pleasant City Commission established a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no Township moneys, general Township taxes or Township credit of any kind whatsoever shall be pledged, committed, impaired or used in connection with any project as required by, and subject to the Pace Statute; and

WHEREAS, the City of Mount Pleasant City Commission hereby finds that financing PACE projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the Township; and

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

WHEREAS, Public Act 270 of 2010 has been recently amended with the passage of Senate Bills

302 & 303 of 2023; and

WHEREAS, the projects that may now be financed under the PACE Program have been amended to provide the option for property owners of retrofits or rehab projects to waive the energy savings guarantee; for new construction, the energy savings guarantee is no longer required; require that new construction be built above Michigan's energy code; allow for the financing of environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather.

WHEREAS, it has been determined that the PACE Program and PACE Report approved on October 23, 2023 requires amendment to be consistent with the amended statute; and

WHEREAS, an amended PACE Program Report has been prepared and reviewed.

NOW THEREFORE BE IT RESOLVED that the City of Mount Pleasant City Commission amends Resolution of October 23, 2023 approving amendments to the City of Mount Pleasant PACE Program and adopts the amended PACE Program Report attached to this resolution.

BE IT FURTHER RESOLVED that all other provisions of the PACE Program and PACE Report not amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

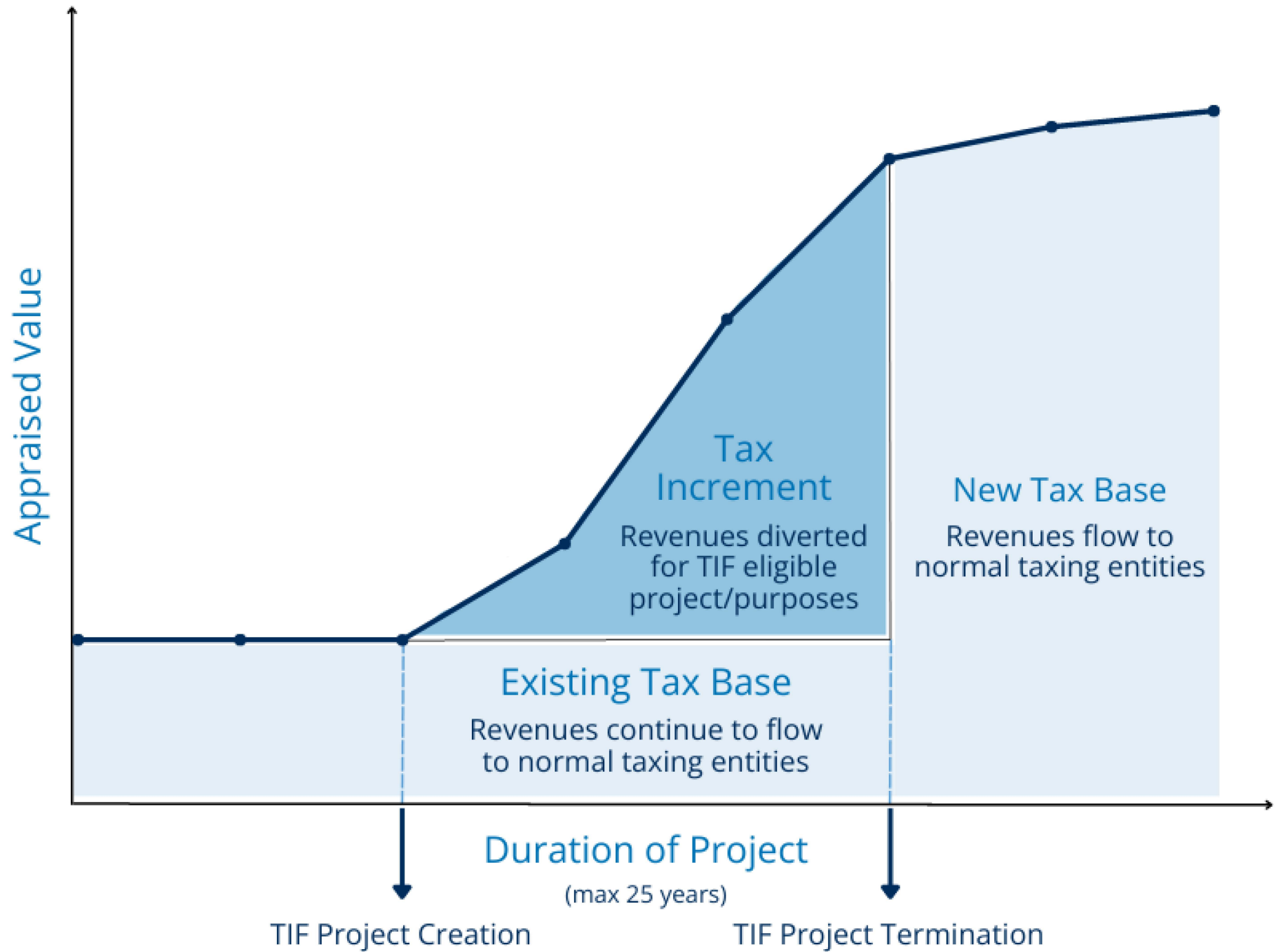
TIF Plan Extensions

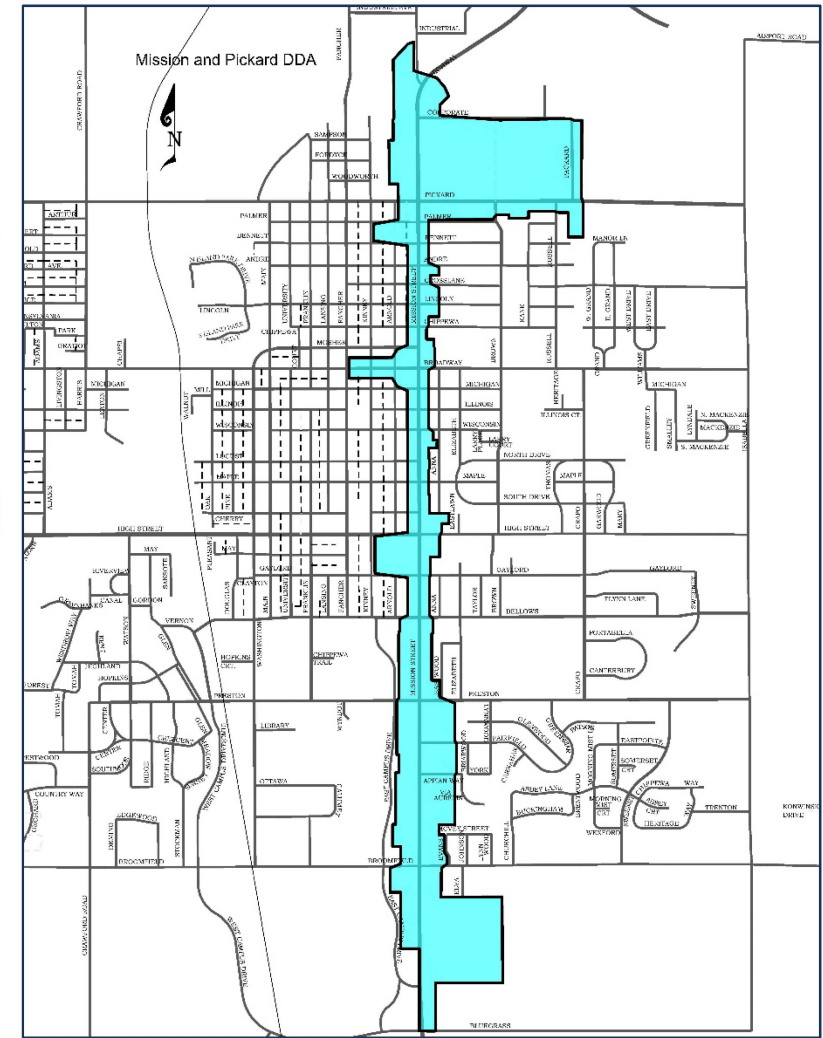
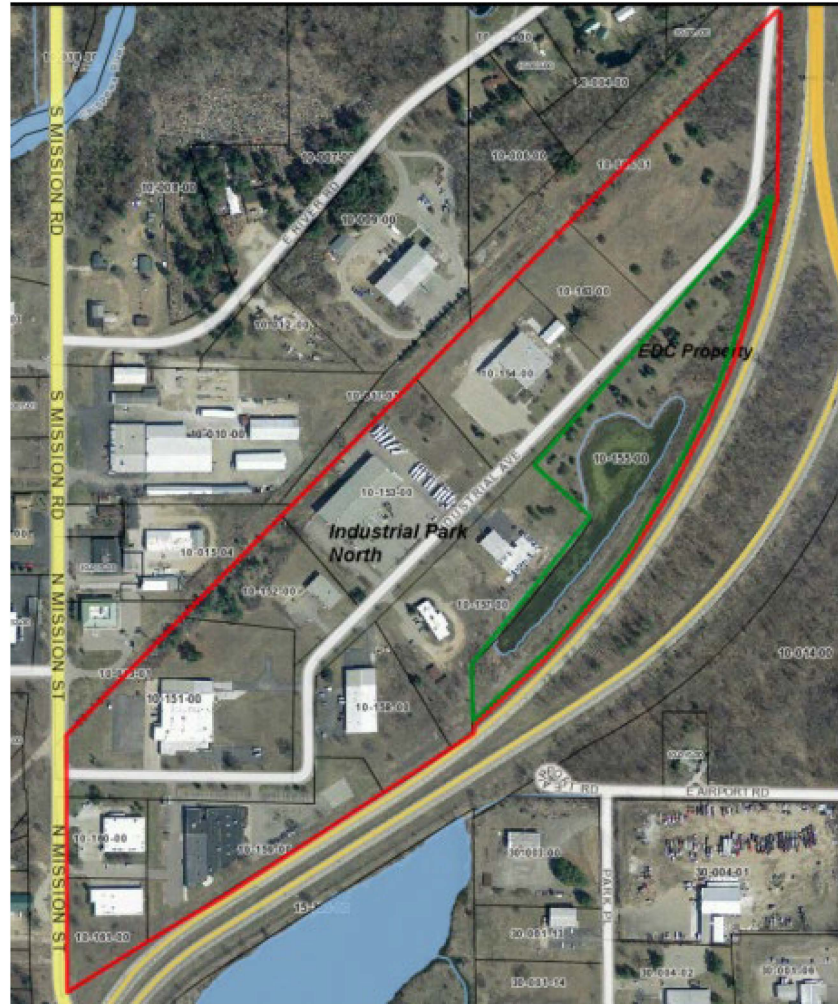
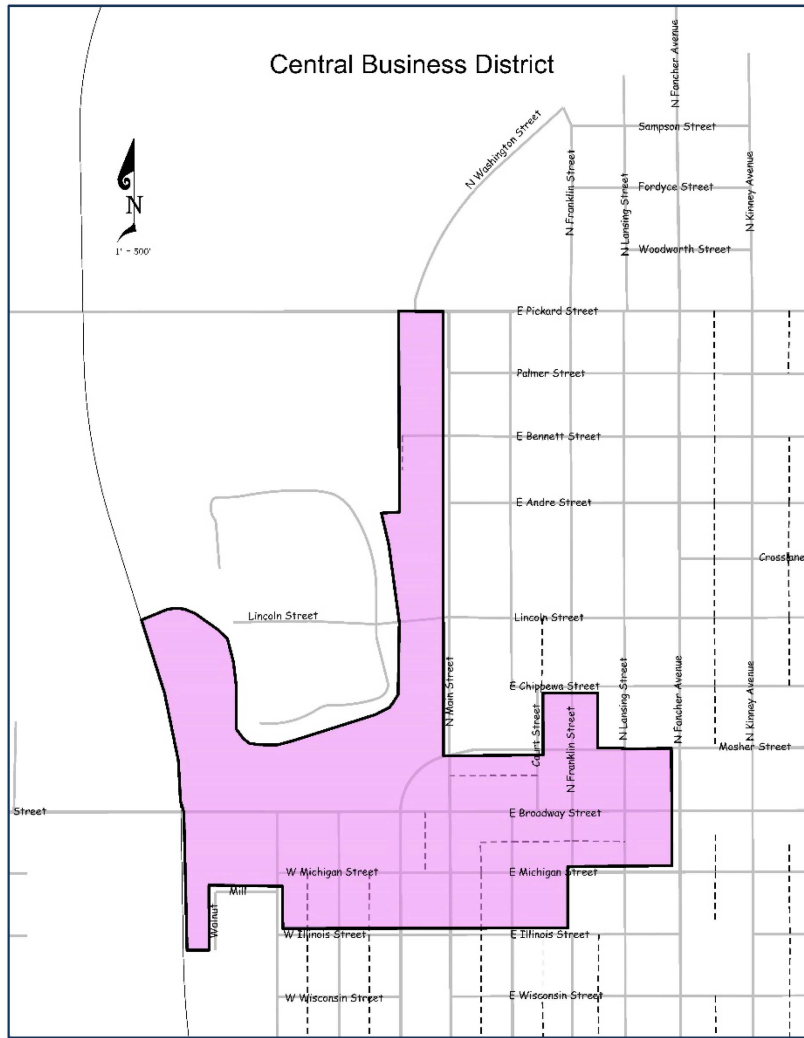
Mt. Pleasant
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Work Session Agenda

1. Review City's three Tax Increment Finance (TIF) districts.
2. Present options for each district.
3. Request City Commission for consensus.

Mt. Pleasant
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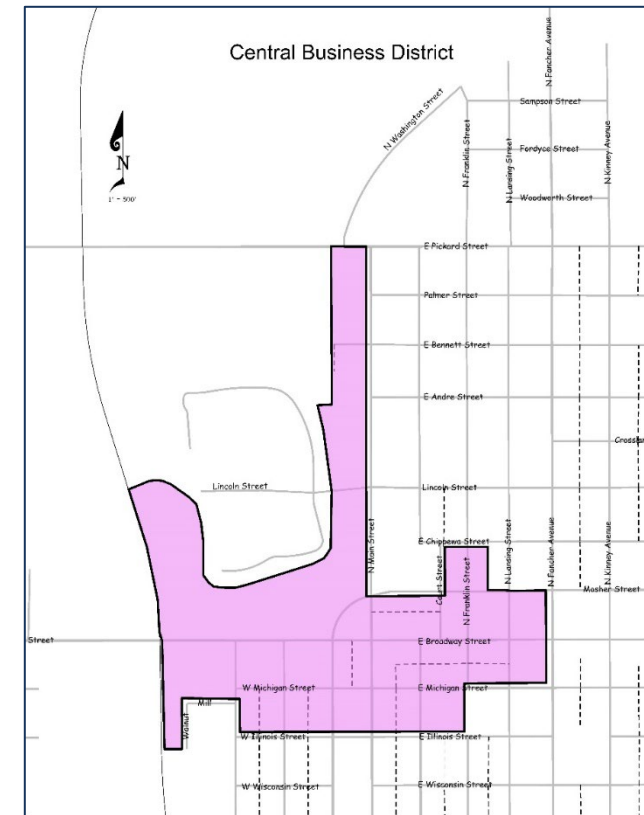




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Central Business District (CBD) TIFA

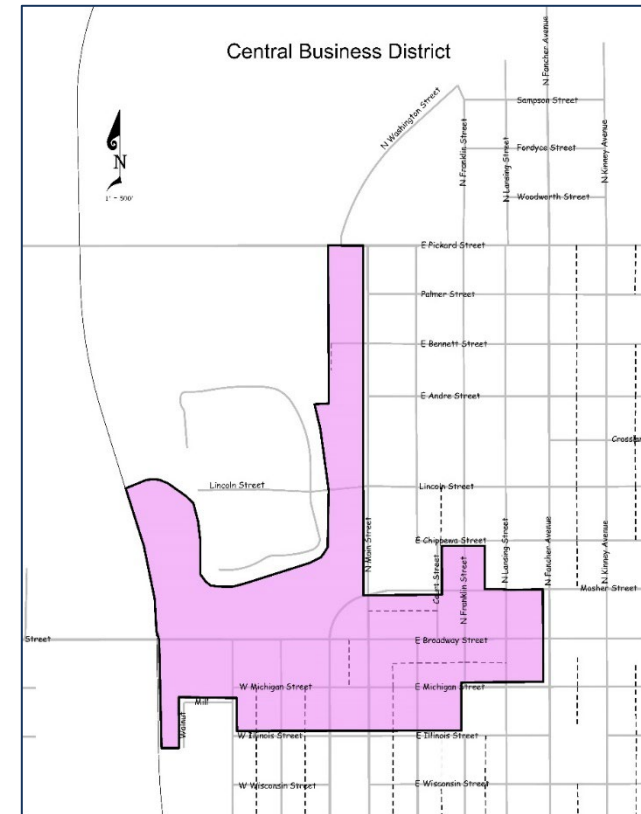
- Created on December 17, 1984.
- Amended five times for development plan modifications.
- Plan expires December 31, 2025.
- Zero capture rate since 2019.
- Primary focus was streetscape debt and parking lot reconstruction.



Mt. Pleasant
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Options: CBD TIFA

1. Dissolve.
2. Extend plan for five years with capture rate TBD.



Mt. Pleasant
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Industrial Park North (IPN) TIFA

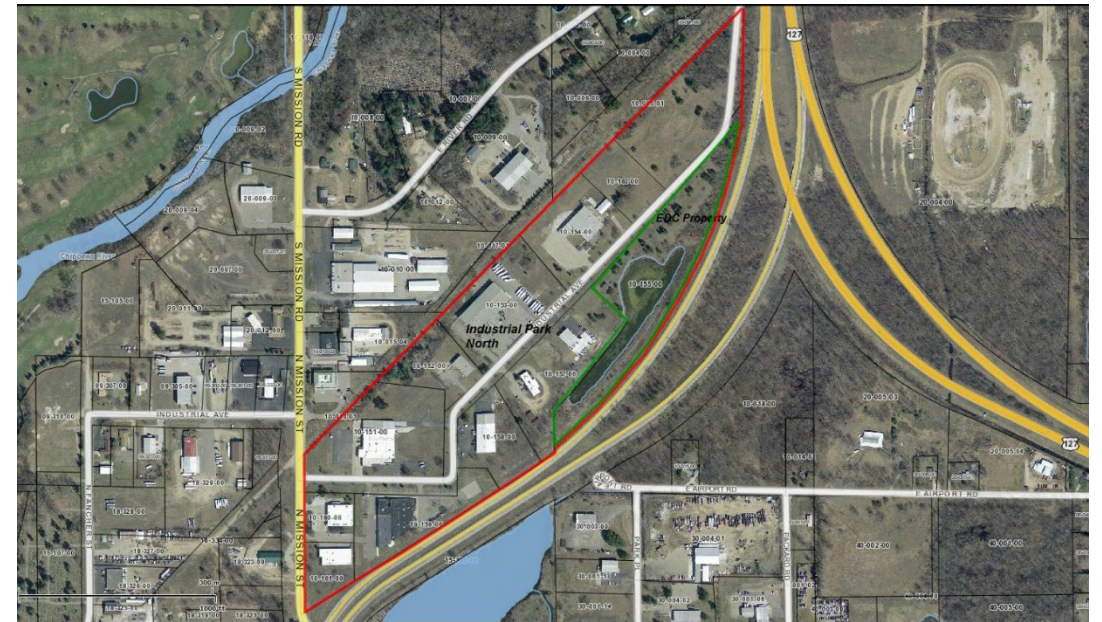
- Created on December 17, 1984.
- No amendments since adoption.
- Plan expires December 31, 2027.
- Zero capture rate since mid 2000's.
- Primary focus was filling park and creation of retention pond - completed.
- Industrial Drive to be mill & overlaid in 2024. Future maintenance will be part of streets CIP.



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Options: IPN TIFA

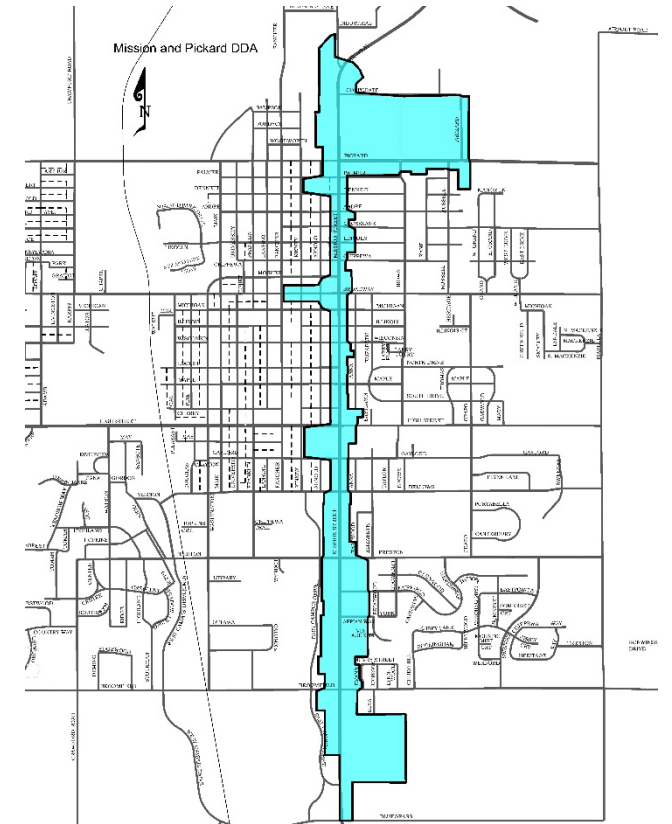
1. Dissolve.
2. Extend plan for five years with capture rate TBD.



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Mission-Pickard DDA

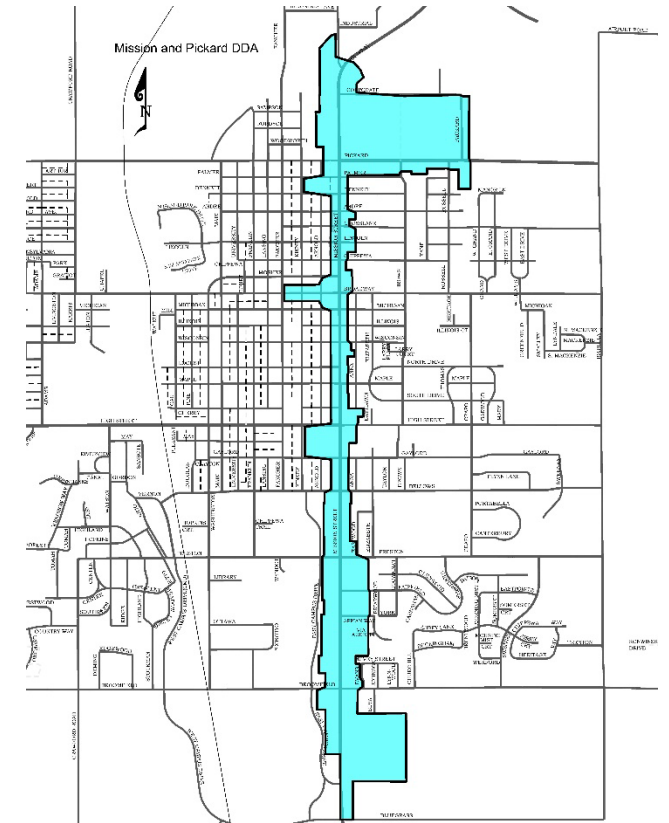
- Created on November 26, 1990
- Amended – 1993 and 2010.
- Plan expires December 31, 2025.
- 28% capture rate.
- Current focus – alleyway reconstruction, corridor redesign, access management, lighting, pedestrian/traffic safety improvements.



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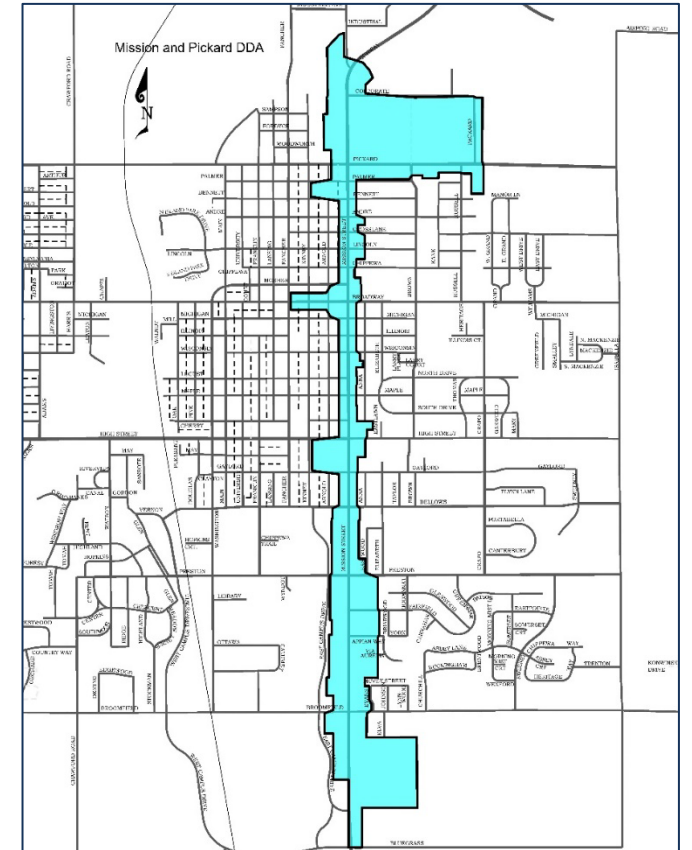
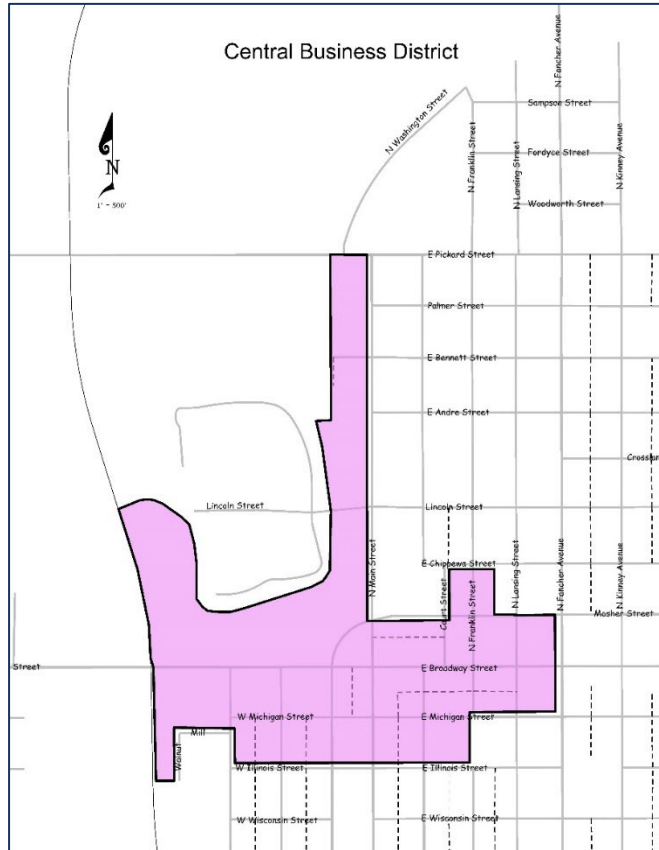
Options: Mission-Pickard DDA

1. Dissolve.
2. Extend plan for five years with current capture rate of 28%.



Mt. Pleasant
[meet here]

Questions?



Mt. Pleasant
[meet here]

City Commission Consensus

- Staff requests consensus for options.

Mt. Pleasant
[meet here]