

Regular Meeting of the Mt. Pleasant City Commission
Tuesday, May 28, 2024
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Introduce and swear in Police Officer Tyler Burrows.
2. Proclamation recognizing LGBTQ+ Pride Month (June 2024) to be received by Kt Mandoka, Program Manager of Great Lakes Bay Pride.

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

3. Minutes of the Airport Joint Operations and Management Board (April).

CONSENT ITEMS:

4. Approval of the minutes from the regular meeting held May 13, 2024.
5. Consider approval of an agreement with Consumers Energy for continued participation in the Demand Response Program.
6. Consider approval of a permanent easement for Consumers Energy Electrical Facilities for Town Center.
7. Consider resolution authorizing the City Manager to execute airport sponsor contracts and contract amendments with the State of Michigan Department of Transportation (MDOT), Office of Aeronautics on behalf of the Mt. Pleasant Municipal Airport.
8. Consider approval of a contract with Northern Michigan Metal Roofing, LLC for the Mill Pond Park Restroom/Shelter Roof Replacement Project.
9. 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:

10. Public hearing on the 2025-2030 Capital Improvement Plan.
11. Public hearing on Managed Natural Landscaping Ordinance and consider approval of the same.

NEW BUSINESS:

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION:

12. Discussion on Food Truck Ordinance amendments.

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

MAY 28, 2024

FROM: AARON DESENTZ, CITY MANAGER

SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

Consent Items:

5. Consider approval of an agreement with Consumers Energy for continued participation in the Demand Response Program.
 - a. The City Commission is asked to approve the continuation of the City's participation in the Consumers Energy Demand Response Program for another two (2) years. The program allows the City to receive credits resulting in savings on energy bills. Consumers is able to work with the City during peak load times to reduce the City's load by requiring our use of City owned generators, thus keeping the grid stable during peak energy consumption times.
6. Consider approval of a permanent easement for Consumers Energy Electrical Facilities for Town Center.
 - a. The required easement with Consumers Energy will provide the City with the planned electrical upgrade at the Town Center development.
7. Consider resolution authorizing the City Manager to execute airport sponsor contracts and contract amendments with the State of Michigan Department of Transportation (MDOT), Office of Aeronautics on behalf of the Mt. Pleasant Municipal Airport.
 - a. MDOT previously required that all contract modifications for airport projects be approved by the City Commission. MDOT now allows for a blanket resolution to be adopted by the governing body which allows the City Manager to execute contract amendments. The execution of these contracts will still be done within the City's budget and purchasing policies. Therefore, while many small modifications will be approved by the City Manager, large price changes will still be approved by the City Commission.
8. Consider approval of a contract with Northern Michigan Metal Roofing, LLC for the Mill Pond Park Restroom/Shelter Roof Replacement Project.
 - a. The City Commission is requested to authorize the award of contract for the Mill Pond Park Restroom/Shelter Roof Replacement to Northern Michigan Metal Roofing, LLC for a total price of \$46,900. This project includes replacing the existing shingle roof with a new metal roof. This amount is within the budgeted limit for this project.

Public Hearings:

10. Public hearing on the 2025-2030 Capital Improvement Plan.
 - a. Per the City Charter, a public hearing must be held before the adoption of the Capital Improvement Plan (CIP). After the public hearing, the City Commission will not need to take immediate action as the CIP will be brought back to the City Commission for consideration at the first meeting in June.

Recommended Action: None at this time.

11. Public hearing on Managed Natural Landscaping Ordinance and consider approval of 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.

Recommended Action: After the public hearing, a motion to adopt the proposed Managed Natural Landscaping Ordinance.

New Business:

Work Session:

12. Discussion on Food Truck Ordinance amendments.

- a. Downtown Development Director Michelle Sponseller and Parks and Recreation Director Phil Biscorner have prepared the attached presentation to provide information related to the City's current ordinance governing food trucks. The City Commission is asked to provide input on the ordinance. If amendments are desired, the City Commission is asked to provide what conditions and specific requirements should be added or omitted. Staff would then use the directions of the City Commission to draft an ordinance and bring it back for further consideration at a later date.

Closed Session:

PROCLAMATION

WHEREAS, the movement toward equal rights for lesbian, gay, bisexual, and transgender (LGBTQ+) people, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQ+ citizens rose and fought against the discriminatory criminal laws that have since been declared unconstitutional; and

WHEREAS, LGBTQ+ Pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots; and

WHEREAS, June is celebrated as LGBTQ+ Pride Month nationwide; and

WHEREAS, Great Lakes Bay Pride a regional non-profit works to connect the LGBTQ+, Tw-Spirit, and ally community to resources, education, offering networking opportunities, and advocates for LGBTQ+ and Two-Spirit rights in the Great Lakes Bay Region and beyond; and

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and

WHEREAS, the City of Mount Pleasant supports the rights of every citizen to experience equality and freedom from discrimination.

NOW, THEREFORE I, Amy Perschbacher, Mayor of the City of Mount Pleasant, do hereby proclaim June 2024 as

LGBTQ+ PRIDE MONTH

in the City of Mt. Pleasant and urge residents to celebrate with our members of the LGBTQ+ community. Furthermore, recognizing the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

In Witness Whereof, I have hereunto set my hand and Great Seal of the City of Mount Pleasant, Michigan, this 28th day of May 2024.

Amy Perschbacher, Mayor
City of Mount Pleasant

AIRPORT JOINT OPERATIONS AND MANAGEMENT BOARD

Meeting Agenda

Thursday, April 18, 2024

3:30 p.m. – 5:00 p.m.

Airport Terminal Building

- I. Call to Order
- II. Roll Call
- III. Approval of the Agenda
- IV. Public Input on Agenda Items
- V. Approval of Meeting Minutes – February 2024 – Attachment
- VI. New Business
- VII. Old Business
 - a. Mt Pleasant CVB –Grant Funding Opportunities for Airport Projects
 - b. Hanger/terminal building/runway extension/road improvement project
 - c. 2024 Airport events – Timing and Board participation/support?
 - d. What are we missing that is a must to add to our agenda?
- VIII. Airport Manager's Report – February and March 2024 - Attachments
- IX. Announcements on Airport Related Issues and Concerns
 - a. Airport Snow Plowing Update
- X. Public Comment on Non-Agenda Items
- XI. Adjournment

Minutes of the regular meeting of the City Commission held Monday, May 13, 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 Public Works Week May 19 - 25, 2024 to Public Works Director Jason Moore.

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

Public Input on Agenda Items

Norm Emily, 624 W. Preston, raised concerns regarding the proposed Natural Landscaping Ordinance. Flowers have a short life and he recommends keeping things as they are.

Receipt of Petitions and Communications

Received the following petitions and communications:

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

Moved by Commissioner Eke and seconded by Vice Mayor Alsager to approve the following items on the Consent Calendar:

6. Minutes of the regular meeting of the City Commission held April 22, 2024.
7. Contract with Peerless-Midwest for the High Service Pump No. 2 Rehabilitation project in an amount not to exceed \$26,000.
8. 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. 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.

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.

10. Receive proposed Managed Natural Landscaping Ordinance and set public hearing for Tuesday, May 28, 2024 at 7:00 p.m. on same.
11. Warrants and payrolls dated April 26 & 29, 2024 and May 2 & 7, 2024 all totaling \$2,021,113.35.

Motion unanimously adopted.

A public hearing was held on a Development District (DDA) License for Narrativity Artisan Coffee Roasters, LLC. Downtown Director Michelle Sponseller provided the background for the license. There being no public comments or communications received, the Mayor closed the public hearing.

Moved by Commissioner Wingard and seconded by Commissioner Eke to approve the following Resolution and direct staff to conduct all necessary steps for Development District (DDA) License as stated in MCLA 436.1521a(1)(b)(i).

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.

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

NAYS: None

ABSENT: None

Motion unanimously adopted.

A discussion took place regarding the 2024 millage rate. No action was taken.

Moved by Commissioner Eke and seconded by Commissioner Rollins to approve a contract extension with Nutrigro Environmental Solutions, Inc. until July 11, 2026, for biosolids hauling and land application. Motion unanimously adopted.

The Commission discussed Food Truck Ordinance amendments. Consensus of the Commission is to bring this matter forward for a future work session.

Todd Williams, President of Lean & Green Michigan provided background on the recent legislative changes and therefore the need for an amended resolution to amend the PACE District.

Moved by Commissioner Eke and seconded by Commissioner Wingard to approve the following resolution amending the PACE District.

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.

Motion unanimously adopted.

Moved by Commissioner Busch and seconded by Vice Mayor Alsager to make the following appointment to the Parks and Recreation Commission as recommended by the Appointments Committee.

Parks & Recreation Commission

Jonathan Croft

Motion unanimously adopted.

Term Expires:

December 31, 2025

Announcements on City-Related Issues and New Business

Commissioner Busch announced that there is free tire recycling at Ingham County Fairgrounds on Saturday, May 18th.

Commissioner Chapman announced that The Care Store is having a fundraiser on Friday, May 17th at 6 p.m. at the Comfort Inn; and that Thursday, May 16th there is an opportunity to tour the ICRH.

Public Comment on Agenda and Non-Agenda Items

Joe Carreon, 109 N. Arnold, stated he had done some extensive research on Placer.AI and wanted to clarify that the tracking feature is not as assumed. All crime records are provided by the FBI as a result of criminal reporting requirements of law enforcement. Mr. Carreon, however, remains skeptical of the benefit to the City. Manager Desentz offered to arrange a meeting with Mr. Carreon to discuss the matter further.

Chris Oates, 940 S. Crawford, raised concerns regarding 1400 W. Pickard; property the City purchased in 2011. His concerns include the funds invested in the property, the current land lease, the pending litigation, and the lack of use of the property to the public and/or for development.

Marja Nothstine, 1361 S. Crawford, raised concerns regarding the proposed change in waste services, including the increased cost to her and the ability to return unused tags.

The Commission recessed at 7:57 p.m. and went into a work session at 8:08 p.m.

WORK SESSIONS:

18. Discussion on 2025-2030 Capital Improvement Plan.

Finance Director Chris Saladine presented the matter to the Commission and answered questions.

19. Discussion on Tax Increment Finance (TIF) Plan extension.

Downtown Director Sponseller led the discussion. The Commission provided consensus to dissolve the Industrial Park North TIF at expiration; extend the Mission/Pickard Street TIF another five years at the current rate; and table the CBD TIF until late fall of 2024.

Moved by Commissioner Chapman and seconded by Commissioner Eke to adjourn the meeting at 8:48 p.m. Motion unanimously adopted.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

Memorandum



TO: Aaron Desentz, City Manager

FROM: Jason Moore, DPW Director

DATE: May 15, 2024

SUBJECT: Approve Consumers Energy Demand Response Agreement for 2025-2027

Request

The City Commission is requested to approve a two-year contract with Consumers Energy for continued participation in their Demand Response Program.

Reason

For the past few years, the City participated in Consumers Energy's Demand Response Program. Consumers developed the program to alleviate the challenges that peaks in demand cause in their generation and distribution systems. Partnering with industrial and commercial clients statewide to curtail load during summer peak hours enables Consumers to enhance their planning and diminish the required generation capacity. Upon joining the program, the City pledged to lower demand across four key facilities when called upon: City Hall, Public Safety, the Water Resource Recovery Facility (WRRF), and 1775 E. Broomfield (high service pumps, Ranney® well, etc.), and the lift station at 5995 E. Deerfield Road. Consumers Energy could have requested the City reduce our power demand up to five times during the summer months but chose not to do so. The power reduction would have been made by switching over to permanent backup generators at these locations.

Following the success of the previous program period, DPW staff recommend that the City enter into a two-year agreement, commencing on June 1, 2025, and concluding on May 31, 2027, for the mentioned sites. In exchange for a multi-year commitment, we anticipate larger credits. Regardless of Consumers' request for demand reduction, they will offer a credit of \$27/kW for the initial year and \$30/kW for the second year towards the electricity bill of these facilities.

Credit breakdown:	Estimated kW Reduction	Year 1 \$27/kW	Year 2 \$30/kW
City Hall	38	\$1,026	\$1,140
DPS	60	\$1,620	\$1,800
1775 E. Broomfield	112	\$3,024	\$3,360
5995 E. Deerfield	60	\$1,620	\$1,800
WRRF	184	\$4,968	\$5,520
Total Annual Credit		\$12,258	\$13,620

Other than the contract length, the Consumers Energy contracts have not changed.

Recommendation:

I recommend the City Commission approve a two-year contract with Consumers Energy for continued participation in their Demand Response Program.



2025 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2025
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
CITY OF MT PLEASANT
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

320 W. Broadway St
(Street & Number)

Mt Pleasant, MI 48858
(City, State & Zip Code)

1. **Initial Term:** Shall commence on June 1, 2025 and shall run through (select one):

☐
☒

May 31, 2026 (1 year)
May 31, 2027 (2 year)
2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through August 31st). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.
3. **Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after August 31st, the effective date of the DR season.
4. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
5. **Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. Customer Support Requirements.

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

7. The current terms are summarized below:

Program Availability	During the Program period of June 1 – August 31, emergency events could be called at any time Monday through Friday between 11 am and 7 pm, excluding holidays as defined in Rule C.14 (c) Holidays Designated by the Company, in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Program Period, up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).
Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.

8. Customer capacity.

- a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the

Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data, their Energy Reduction Plan and pre-enrollment load reduction testing.

b. Delivered Capacity.

- a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Period with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the terms of this Agreement.

9. Environmental. In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.
- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

10. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$25/kW. For a two (2) year contract, year one (1) the capacity payment price is \$27/kW and the year two (2) capacity price is \$30/kW. Delivered Capacity capped at 250% per Program Period as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
 - b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.
 - c. **During Non-Program Periods.** Consumers Energy may call one or more Emergency Events. The customer is under no obligation to participate. If they choose to participate, they will be paid \$1000/MWh multiplied by the event's average Delivered Capacity delivered during the event. Delivered Capacity is capped at customers contracted nomination.
- 11. Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill. The Emergency Capacity Payment will be made within sixty (60) days after August 31st, the effective end date of the DR season.
- 12. Cancellation.** Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the next Program Period between October 1 – December 31, prior to the start of the next Program Period. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the next Program Period. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.
- 13. Confidentiality.**
- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
 - b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:
 - i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
 - ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;

- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

14. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

15. Additional Terms.

a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:

- i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
- ii. shall use the Monitoring System in accordance with all applicable law;
- iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
- iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
- v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.

b. Miscellaneous. Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

c. Force Majeure. The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force

Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.

- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

CITY OF MT PLEASANT

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Date)

ATTACHMENT A - CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand"). .

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.)
Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

SITE ADDRESS ATTACHMENT
SITE ADDRESSES

SITE NAME	SITE ADDRESS	CONTRACT ACCOUNT NUMBER	METER NUMBER	ESTIMATED CAPACITY (kW)
WWTP	1301 N Franklin Ave. Mt. Pleasant, MI 48858	10000008235 2	80042967	184
The Island	1775 E. Broomfield Rd, Mt. Pleasant, MI 48858	100000207504	80042522	112
DPS	804 E High St Mt. Pleasant, MI 48858	100000347391	7019358	60
Mt Pleasant Lift Station	3995 E Deerfield RD, Mt. Pleasant, MI 48858	100000334761	80040868	60
City Hall	320 W. Broadway, Mt. Pleasant, MI 48858	100037959440	40058526	38

Attachment B



ENERGY DEMAND RESPONSE 2025 ENERGY REDUCTION PLAN

Company Name: City of Mt Pleasant

Facility Contact Name: _____

Address Line 1: All sites listed above

Address Line 2: _____

Contract Account #: All accounts listed above

Contract Type: ☐ Emergency ☒ Emergency with Generator

DR Nomination: 454 kW

DR Event Procedure: Consumers Energy will notify you that a DR event has been dispatched.
Confirm phone, e-mail, and/or text notifications sent by Consumers Energy.
Manually shut down the following equipment by the time the DR event begins.
If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Back Up generators- for all accounts listed above	Turn on Generator for the duration of the event and turn off after the 4 hour period - for all accounts listed above.	454 total - for all accounts listed above

Equipment	Shutdown Procedure	Load Reduction (kW)
-----------	--------------------	---------------------

Attachment C



CONTACT LIST

During a Demand Response event, Consumers Energy will contact the people in your facility who have been instructed on the implementation of your Energy Reduction Plan. **These notifications are automated and at least ONE contact is expected to respond to the message by pressing "1" to hear the message and then again pressing "1" to confirm receipt.**

Event alerts, warnings, enactments, and all clear notifications will come to you from
EMAIL ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com
PHONE and SMS: 800-500-6565 and 866-402-7267

If you have questions regarding web access, or have contact updates, please contact the Network Operations Center for Demand Response:
EMAIL ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com
PHONE: 800-500-6565

Please **type** in the information below for a **MINIMUM of THREE** contacts.

Site Information

Site Name: Multiple		
Site Address: Multiple		
City: Mt. Pleasant	State: MI	Zip: 48858
Account Number: Multiple		

Contact Name: Jason Moore	Web Access
Job Title: DPW Director	Web Portal Access: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number: 989-779-5405 EXTENSION:	
Mobile Number: 989-304-1835	
Pager Number:	
E-mail Address: jmoore@mt-pleasant.org	

Contact Name: Brian Kench	Web Access
Job Title: Building Official	Web Portal Access: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number: 989-779-5301 EXTENSION:	
Mobile Number: 989-330-3866	
Pager Number:	
E-mail Address: bkench@mt-pleasant.org	

Contact Name: Tyler Heard	Web Access
Job Title: Water Plant Maintenance Coordinator	Web Portal Access: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number: 989-779-5430 EXTENSION:	
Mobile Number: 989-948-2232	
Pager Number:	
E-mail Address: theard@mt-pleasant.org	

Contact Name: Brad Doecker	Web Access
--	-------------------

Fuel Type = Example, Natural gas or Diesel. Model Year = When the engine was built? Engine HP = Should be reflected on the generator/engine tag.

[illegible]

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 15, 2024

TO: Aaron Desentz, City Manager

FROM: Stacie Tewari, City Engineer

SUBJECT: Approval of Permanent Easement for Consumers Energy Electrical Facilities for Town Center

Consumers Energy requires a permanent easement for the proposed new electrical service to the proposed Town Center restroom building. The new electrical service will provide power to the restroom building and new site electrical (light poles, EV chargers, irrigation and power receptacles). The electrical service will be installed from Jockey Alley across Main Street to the new restroom building (201 N. Main Street). The easement will be 12' wide, 6' each side of electrical service, as installed.

Recommended Action:

I recommend that the City Commission authorize the mayor to sign the permanent easement for electrical service for Town Center.

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1069906305
Design# 11636594
Agreement# MI00000077604

CITY OF MT. PLEASANT, a Michigan municipal corporation, whose address is 401 North Main Street, Mount Pleasant, Michigan 48858 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Mt. Pleasant, County of Isabella, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF MT. PLEASANT, a Michigan municipal corporation

Signature

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____, _____ of the City of Mt. Pleasant, a Michigan
Date Name Title

municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL SIGNED EASEMENT TO:

Timothy Russell
Consumers Energy Company
821 Hastings Street
Traverse City MI 49686
ROW Manager: Brandon McDowell

Prepared By:
Nicole Corts 05/14/2024, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Revised By: Nicole Corts 5/22/2024

REGISTER OF DEEDS OFFICE USE ONLY

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Mt. Pleasant, County of Isabella, State of Michigan:

Lots 1, 2, 3, 4 and the South 1/2 of Lot 5, Block 14, also land commencing at the Southwest corner of Lot 1, Block 14, Village of Mt. Pleasant, being in the Northeast 1/4 and the Northwest 1/4 all in Section 15, Town 14 North, Range 4 West, according to the recorded plat thereof, Isabella County Records; thence along the North line of Broadway 122.04 feet, Northeasterly along a curve to the right 353.25 feet, East 40.80 feet to the center of the West line of Lot 5, Block 14, South 231.00 feet, West 100.32 feet, South 66.00 feet to the Point of Beginning.

Also known as: 201 North Main Street, Mt. Pleasant, Michigan 48858

Parcel ID: 17-000-00-165-00

AND

The South 30.50 feet of the East 141.00 feet of the following parcel described as: the North 1/2 of Lot 5 and South 11.00 feet of Lot 6, Block 14, as platted of The City of Mount Pleasant, being in the Southwest 1/4 of the Northeast 1/4 of Section 15, Town 14 North, Range 4 West, according to the recorded plat thereof, Isabella Count Records, also a piece of land commencing at the center of the West end of said Lot 5, running thence West to the East right of way line of the railroad ;thence North along said right of way about 44.00 feet; thence 3.00 to the West line of said Lot 6; thence South to the Place of Beginning.

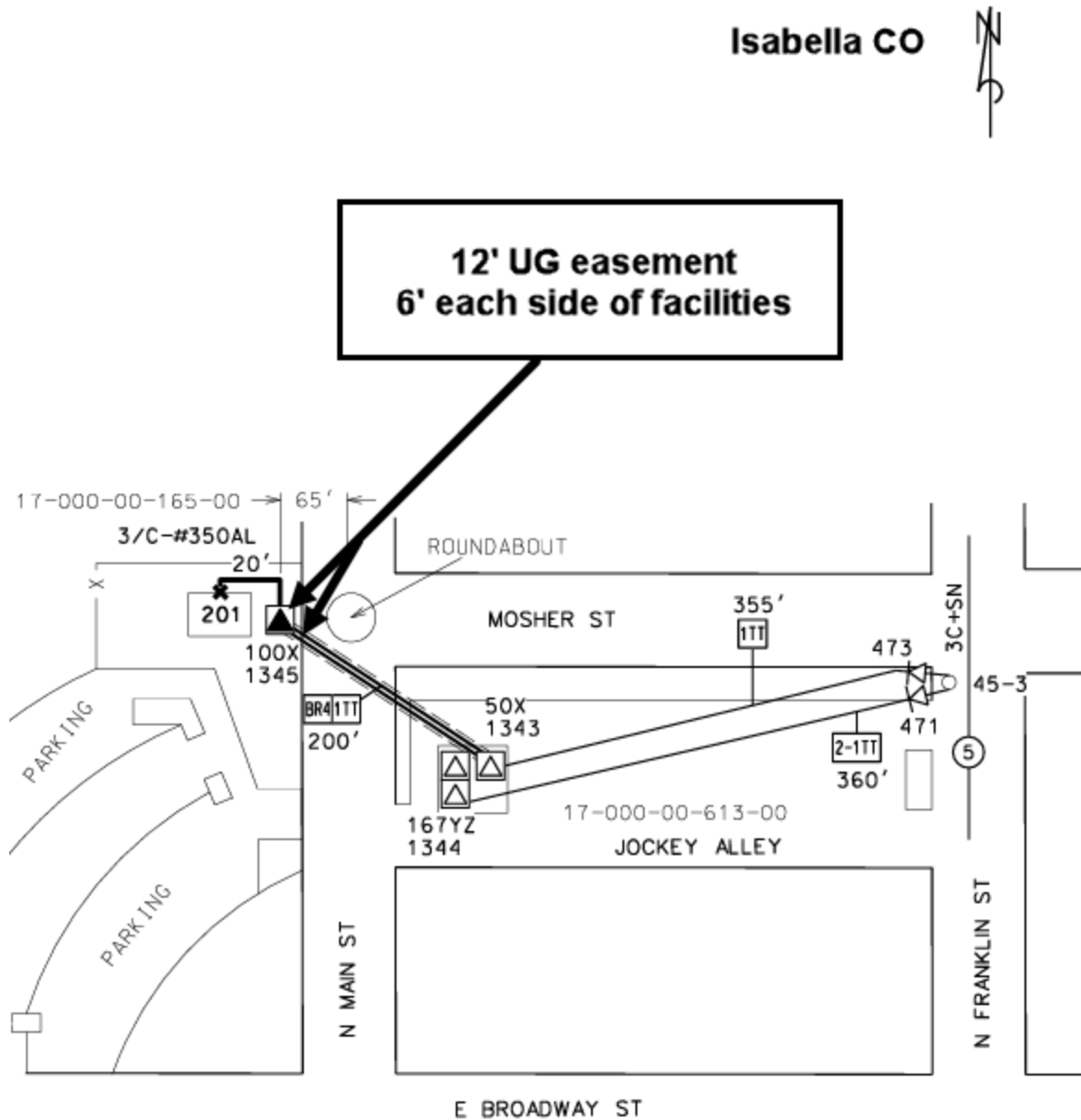
Also known as: North Main Street, Mt. Pleasant, Michigan 48858

Parcel ID: 17-000-00-189-00

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the facilities of the line constructed on Owner's Land, the facilities to be located approximately as shown in the attached drawing.



Memorandum



TO: Aaron Desentz, City Manager
FROM: Jason Moore, DPW Director
DATE: May 13, 2024
SUBJECT: Approve MDOT Blanket Resolution

Request

The City Commission is requested to approve a blanket resolution authorizing the city manager to sign and execute Michigan Department of Transportation (MDOT) airport sponsor contracts and contract amendments.

Reason

MDOT has recently requested that we have a blanket resolution passed to streamline the approval process for MDOT airport sponsor-related contracts and amendments. Currently, the approval process for MDOT contracts and contract amendments involves individual review and approval by the City Commission, which can result in delays. Recognizing the need for a more agile and responsive approach, we propose the adoption of a blanket resolution that grants the city manager the authority to sign and approve MDOT airport sponsor contracts and contract amendments within the following specified parameters.

1. We will continue to present MDOT contracts and amendments to the City Commission for review and approval according to the city's purchasing policy
2. Contracts and contract amendments must align with the budgetary allocations approved by the City Commission
3. Staff will provide regular updates to the City Commission regarding approved contracts and contract amendments, including project details, expenditures, and outcomes

The blanket resolution will be in effect until the signatory (city manager) changes.

Recommendation

I recommend the City Commission approve a blanket resolution authorizing the city manager to sign and execute MDOT airport sponsor contracts and contract amendments, and that the resolution remain in effect until the signatory changes.

RESOLUTION

At a regular meeting of the City of Mt. Pleasant, Michigan, held at the City Hall Building at 320 W. Broadway Street:

The following resolution was offered by member _____, and supported by member _____.

WHEREAS, the City of Mt. Pleasant enters into contracts, grants, and certifications through Federal and State programs, and

WHEREAS, the Mt. Pleasant City Commission has the authority to execute airport sponsor contracts between the City of Mt. Pleasant and the State of Michigan Department of Transportation, Office of Aeronautics.

IF the Designated Signer has changed, the City of Mt. Pleasant will contact the State of Michigan Department of Transportation, Office of Aeronautics with the changes.

BE IT RESOLVED that Aaron Desentz, City Manager, is authorized and directed to execute airport sponsor contracts and contract amendments with the State of Michigan Department of Transportation, Office of Aeronautics on behalf of the Mt. Pleasant Municipal Airport.

Resolution duly adopted.

Amy Perschbacher, Mayor

Certified to be a true copy, _____
(Date)

Heather Bouck, City Clerk

Memorandum



TO: Aaron Desentz
City Manager

FROM: Phil Biscorner
Director of Parks and Public Spaces

DATE: May 15, 2024

SUBJECT: 2024 Mill Pond Park Restroom/Shelter Roof Replacement

Request:

The City Commission is requested to authorize award of the contract for “2024 Mill Pond Park Restroom/Shelter Roof Replacement” to Northern Michigan Metal Roofing, LLC of Roscommon, MI for a total price of \$46,900. This project includes replacing the existing shingle roof with a new metal roof.

Reason for Purchase:

This project was included in the 2024 operating budget. This will be the first time the roof has been redone since the pavilion was built in 1991. The shift from the shingle roof to a metal roof should provide a longer lasting product at a similar cost.

Process:

On May 14, 2024 bids were received through the City’s competitive bid process. Funds for this project will come from the Capital Improvement millage.

Company Name	Address	Bid Amount
Northern Michigan Metal Roofing, LLC	635 W. Federal Hwy. Roscommon, MI	\$46,900

Staff is recommending award of the total bid to Northern Michigan Metal Roofing, LLC for a total price of \$46,900 (low bidder) which is within the anticipated amount for the project. The City has not worked with Northern Michigan Metal Roofing, LLC in the past but they have successfully completed work of similar scope so we have confidence in their ability to complete the project successfully.

Recommended Action:

Staff recommends the City Commission authorize the award of the total bid contract for the “2024 Mill Pond Park Restroom/Shelter Roof Replacement” to Northern Michigan Metal Roofing, LLC for a price of \$46,900.

Northern Michigan METAL ROOFING, L.L.C.

635 W. Federal Hwy., Roscommon, MI 48653 Phone: 989-275-6900 www.metal-shingles.com

May 15, 2024

Millpond Park Restroom/Shelter
607 S. Adams St.
Mount Pleasant, MI 48858

To whom it may concern:

Enclosed please find a proposal outlining specifications for the installation of a 26 Gauge Classic Ribbed Metal Roofing System to the Millpond Park Restroom and Shelter located at the above-mentioned address.

If you would like Northern Michigan Metal Roofing to do the proposed work, please sign and date the proposal. Acceptance of the proposal forms a contract. Keep one copy for your records and return a copy to me along with your deposit of **\$500.00**.

Thank you for providing Northern Michigan Metal Roofing the opportunity to supply you with the enclosed quotation. Our company provides only Excellence in Quality Workmanship and Expert Service. If you have any questions, please feel free to contact our office at your earliest convenience.

Sincerely,



Aubrey McCollum
Office Administrator

Licensed & Insured

Enclosure

Northern Michigan METAL ROOFING, L.L.C.

635 W. Federal Hwy., Roscommon, MI 48653 Phone: 989-275-6900 www.metal-shingles.com

PROPOSAL

Submitted To: Millpond Park Restroom/Shelter

Date: May 15, 2024

Property Address: 607 S. Adams St. Mount Pleasant, MI 48858

We hereby submit specifications and estimates for the following:

26 GAUGE CLASSIC RIBBED PANEL STEEL ROOFING SYSTEM

1. Strip all existing shingles, felt paper and or ice shield.
2. Replace any damaged/deteriorated roof sheeting matching existing materials. Estimated sheeting to be replaced is 500sq. ft. Must notify director if more damage is found than expected.
3. Replace underlayment membrane.
4. Remove and update flashing as needed.
5. Roof sheathing to be covered with 30# felt or synthetic equivalent underlayment membrane or approve equal.
6. Classic Ribbed Panel Steel Roofing, Brown or Blate in Color. (approve by director before ordering.) Metal Sales Manufacturing Corporation, Bay City, MI is the specification material resource recommendation.
7. At least three (3) sheets of material shall be provided to the city for the building upon completion of the project.
8. All work to be performed in a safe, timely, and professional manner.
9. Work to be performed on a daily basis until project is completed, excluding Sundays and some Saturdays.
10. All scrap material and debris will be cleaned up (with use of a roller magnet for smaller items) and removed from home site.

Terms:

- ♦All payments are due upon execution of contract; or on the payment schedule enclosed herein, a service charge of 1% per day will be added to any overdue payment starting day after completion. Any changes shall be agreed upon in writing.
- ♦All materials remain the property of Northern Michigan Metal Roofing until paid in full.
- ♦Vendor shall not be held liable for any damage to the interior of the structure in consequence of installing the above roofing system. Oil canning not a cause for rejection.
- ♦The parties agree that in the event of a dispute regarding performance, product, or payment under this contract, they will submit to binding arbitration under the process of the American Arbitration Association. The parties waive any rights they have to institute an action in state or federal court.
- ♦All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Northern Michigan Metal Roofing offers a five (5) year workmanship warranty for metal roofing and a two (2) year workmanship warranty for asphalt shingles. (Please note: Northern Michigan Metal Roofing does not warranty pole barn metal for leakage.)
- ♦Northern Michigan Metal Roofing does not warranty leaks caused by excessive ice damming due to lack of insulation or ventilation.
- ♦Any alteration or deviation from above proposal involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.
- ♦All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, windstorm, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
- ♦Northern Michigan Metal Roofing to have permission to take photos before, during, or after installation and use such photos and locations for advertisement and promotions.
- ♦Northern Michigan Metal Roofing will not be responsible for any damage done to shrubs or trees due to necessary authorized trimming

Northern Michigan METAL ROOFING, L.L.C.

635 W. Federal Hwy., Roscommon, MI 48653 Phone: 989-275-6900 www.metal-shingles.com

Millpond Park Restroom/Shelter
26 Gauge Classic Ribbed Steel Roofing
Page 2

Date: May 15, 2024

We propose hereby to furnish material and labor, complete in accordance with above specifications for the sum of:

\$46,900.00 26 GAUGE CLASSIC RIBBED PANEL STEEL ROOFING (Hidden Fasteners)

***Payment* to be made as follows: \$46,900.00 due within 30 days of completion.**

Note: An additional 3.5% will be added to all credit card payments.

ACCEPTANCE OF THIS PROPOSAL FORMS A CONTRACT

The above prices, specifications and conditions are satisfactory, and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn from Northern Michigan Metal Roofing if not accepted within 14 days.

Signature _____

City of Mount Pleasant

Date _____

Signature _____

Mike Severance for
Northern Michigan Metal Roofing, L.L.C.

05/22/2024

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 05/08/2024 - 05/21/2024

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
05/15/2024	CITY TREASURER - UTILITIES	UTILITIES	4,551.55
05/15/2024	CONSUMERS ENERGY	UTILITIES	32,141.71
05/16/2024	ANGIE MCCANN	TRAINING	274.02
05/16/2024	BILL BRICKNER	REIMBURSEMENT	113.90
05/16/2024	ISABEL HASS	REIMBURSEMENT	50.00
05/16/2024	SARAH PARROTT	REIMBURSEMENT	13.98
05/16/2024	21ST CENTURY MEDIA - MICHIGAN	CONTRACTED SVCS	3,109.81
05/16/2024	ADVANCED TURF SOLUTIONS	SUPPLIES	1,044.30
05/16/2024	AIDAN MCCARTHY	CONTRACTED SVCS	75.00
05/16/2024	ALEXANDER KIMBALL	REIMBURSEMENT	67.00
05/16/2024	ALMA TIRE SERVICE INC	SUPPLIES/VEHICLE	4,421.23
05/16/2024	ASHER BARZ	CONTRACTED SVCS	60.00
05/16/2024	BELLA KALIL	CONTRACTED SVCS	60.00
05/16/2024	BEN DVORAK	CONTRACTED SVCS	90.00
05/16/2024	BORDEN CREAMERY-CONDO ASSOCIATION	CONTRACTED SVCS	1,836.56
05/16/2024	BUSINESS CONNECTIONS, INC.	CONTRACTED SVCS	92.53
05/16/2024	C & O SPORTSWEAR	SUPPLIES	358.90
05/16/2024	CDW GOVERNMENT, INC	SUPPLIES	439.81
05/16/2024	CENTRAL ASPHALT, INC	SUPPLIES	158.75
05/16/2024	CENTRAL MICHIGAN UNIVERSITY POLICE	SUPPLIES	221.33
05/16/2024	CENTURYLINK	COMMUNICATIONS	10.34
05/16/2024	CHEMRITE INCORPORATED	CHEMICALS	4,730.00
05/16/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	3,104.22
05/16/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	1,473.32
05/16/2024	CITY TREASURER-CONTR RETAINAGE	CONTRACTED SVCS	128,675.06
05/16/2024	CORE TECHNOLOGY CORPORATION	CONTRACTED SVCS	1,685.00
05/16/2024	COYNE OIL CORPORATION	FUEL	12,097.81
05/16/2024	CPSM	CONTRACTED SVCS	2,730.75
05/16/2024	CRC - MOREY COURTS REC CTR	CONTRACTED SVCS	6,690.00
05/16/2024	DAVID GROTHAUSE	REIMBURSEMENT	25.00
05/16/2024	DAVID MCCLAIN	CONTRACTED SVCS	60.00
05/16/2024	ELIZA FABER	CONTRACTED SVCS	30.00
05/16/2024	ESO SOLUTIONS, INC.	CONTRACTED SVCS	2,927.45
05/16/2024	EVAN BRADLEY	CONTRACTED SVCS	45.00
05/16/2024	FLEX ADMINISTRATORS	CONTRACTED SVCS	235.20
05/16/2024	FREDRICKSON SUPPLY, LLC	SUPPLIES	85.05
05/16/2024	GALLS, LLC	UNIFORMS	611.49
05/16/2024	GRAND RIVER CONSTRUCTION INC	CONTRACTED SVCS	397,074.48

05/16/2024	GRAYMONT WESTERN LIME INC.	CHEMICALS	9,336.44
05/16/2024	GREEN SCENE LANDSCAPING, INC.	CONTRACTED SVCS	893.10
05/16/2024	HALT FIRE INC.	CONTRACTED SVCS	1,708.71
05/16/2024	HIRERIGHT	CONTRACTED SVCS	107.87
05/16/2024	HYDROCORP, INC.	CONTRACTED SVCS	9,659.00
05/16/2024	INFOSEND, INC	CONTRACTED SVCS	3,255.06
05/16/2024	JESSA SKONIECZNY	CONTRACTED SVCS	15.00
05/16/2024	JUSTICE SPRINGER	CONTRACTED SVCS	90.00
05/16/2024	KATHERINE LATHAM	CONTRACTED SVCS	45.00
05/16/2024	KAYA FLAHERTY	CONTRACTED SVCS	105.00
05/16/2024	KOPY KORNER	SUPPLIES	32.00
05/16/2024	KRAPOHL FORD LINCOLN MERC	SUPPLIES/VEHICLE MAINT	9,931.11
05/16/2024	LAKESHORE CONSTRUCTION	CONTRACTED SVCS	27,937.96
05/16/2024	LATITUDE MEDIA LLC WCZY/WMMI	CONTRACTED SVCS	2,250.00
05/16/2024	LUCY KEYES	CONTRACTED SVCS	30.00
05/16/2024	MANNIK SMITH GROUP	CONTRACTED SVCS	348.50
05/16/2024	MARK KARIMI	CONTRACTED SVCS	60.00
05/16/2024	MCLAREN CORPORATE SERVICES	CONTRACTED SVCS	1,247.00
05/16/2024	MEAD & HUNT	CONTRACTED SVCS	2,278.50
05/16/2024	MI MUNI RISK MGMT AUTHORITY	TRAINING	300.00
05/16/2024	MICAH SPRINGER	CONTRACTED SVCS	75.00
05/16/2024	MICHELLE FUNK	REFUND	356.00
05/16/2024	MICHIGAN PIPE & VALVE	SUPPLIES	310.00
05/16/2024	MID MICHIGAN AREA CABLE	CONTRACTED SVCS	16,110.91
05/16/2024	MID-MICHIGAN INDUSTRIES	CONTRACTED SVCS	8,834.62
05/16/2024	MIDLAND DAILY NEWS	CONTRACTED SVCS	323.52
05/16/2024	MIKA MEYERS	CONTRACTED SVCS	5,200.00
05/16/2024	MISSION COMMUNICATIONS, LLC	CONTRACTED SVCS	1,090.20
05/16/2024	MORGANN BOOTH	CONTRACTED SVCS	105.00
05/16/2024	MPPS	CONTRACTED SVCS	50.00
05/16/2024	MR. ROOTER PLUMBING	REIMBURSEMENT	25.00
05/16/2024	NYE UNIFORM COMPANY	UNIFORMS	1,708.52
05/16/2024	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	115.63
05/16/2024	OHM ADVISORS	CONTRACTED SVCS	2,812.50
05/16/2024	PARTLO PROPERTY MANAGEMENT LLC	CONTRACTED SVCS	400.00
05/16/2024	PERCEPTIVE CONTROLS, INC.	CONTRACTED SVCS	3,405.00
05/16/2024	PIYUSH SARAIYA	CONTRACTED SVCS	60.00
05/16/2024	PURITY CYLINDER GASES INC	CHEMICALS	5,207.18
05/16/2024	PVS TECHNOLOGIES, INC	CHEMICALS	9,928.89
05/16/2024	RCL CONSTRUCTION CO. INC	CONTRACTED SVCS	1,031,536.90
05/16/2024	RENEE EARLE	REIMBURSEMENT	156.00
05/16/2024	RENT-RITE OF MT PLEASANT	CONTRACTED SVCS	291.46
05/16/2024	RISE MACHINE COMPANY	CONTRACTED SVCS	300.00
05/16/2024	ROMANOW BUILDING SERVICES	SUPPLIES	1,099.52

05/16/2024	ROWAN BARZ	CONTRACTED SVCS	90.00
05/16/2024	RS TECHNICAL SERVICES, INC	SUPPLIES	5,859.50
05/16/2024	RYLEIGH FOSTER	CONTRACTED SVCS	120.00
05/16/2024	SCHICHTEL'S NURSERY, INC	SUPPLIES	9,212.00
05/16/2024	SERENITI COLE	CONTRACTED SVCS	90.00
05/16/2024	STERICYCLE, INC.	CONTRACTED SVCS	307.30
05/16/2024	SUMMIT FIRE PROTECTION	CONTRACTED SVCS	1,110.00
05/16/2024	T.H. EIFERT, LLC	CONTRACTED SVCS	3,495.05
05/16/2024	THIELEN TURF IRRIGATION, INC	CONTRACTED SVCS	168.00
05/16/2024	TINA CAPUSON	REIMBURSEMENT	18.00
05/16/2024	TOM HORGAN	CONTRACTED SVCS	400.00
05/16/2024	UNIFIRST CORPORATION	CONTRACTED SVCS	593.72
05/16/2024	VANCE OUTDOORS, INC.	SUPPLIES	4,006.92
05/16/2024	VANESSA LABELLE	CONTRACTED SVCS	30.00
05/16/2024	VREDEVELD HAEFNER LLC	CONTRACTED SVCS	17,500.00
05/16/2024	YEO & YEO TECHNOLOGY	CONTRACTED SVCS	270.00

COMM TOTALS:

Total of 98 Checks:	1,813,873.14
Less 0 Void Checks:	0.00
Total of 98 Disbursements:	1,813,873.14



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.

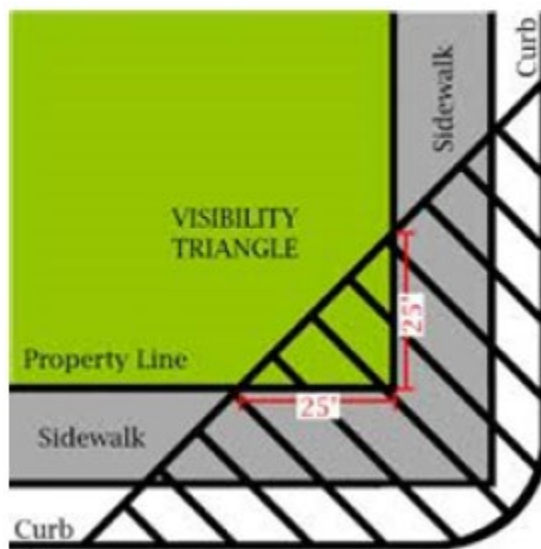
Right of Way means any street, road, sidewalk, alley, driveway, or similar path by or upon which pedestrians or vehicles travel.

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

Memorandum



TO: Aaron Desentz
City Manager

FROM: Michelle Sponseller
Downtown Development Director

Phil Biscorner
Director of Parks and Recreation

DATE: May 20, 2024

SUBJECT: Mobile Food Service Provider Ordinance Overview Discussion

Overview

The purpose of this memo is to provide an overview of the current regulations for mobile food services within the city. The ordinance outlines key aspects such as license regulations, designated operating areas, hours of operation, dining area restrictions, proximity to permanent businesses, and the requirement for an annual inspection. There are two types of ordinances that regulate food trucks. One is a Vendor (110.27) and the other is Mobile Food Service Providers (110.28). Currently 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:

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

Designated Areas:

Mobile food services are only permitted to operate in the C-2 (Central Business District) and a specified section of Main Street (South Main from High to Bellows). These areas were selected based on foot traffic, accessibility, and their suitability for accommodating mobile food vendors. Vendors are able to utilize all areas.

Hours of Operation

Mobile food services are allowed to operate within designated hours (8:00pm – 3:00 am), ensuring minimal disruption to the existing brick and mortar bars and restaurants and allow for consistent service times.

Dining Area Restrictions:

Vendors are required to maintain a clean and organized area and are currently prohibited from supplying tables, chairs, etc. This includes providing waste disposal options and ensuring that their operation does not impede pedestrian traffic or create safety hazards.

Proximity to Permanent Businesses:

To foster a cooperative business environment, mobile food services must maintain a 150 foot distance from permanent brick-and-mortar restaurants during their hours of operation. This distance is designed prevent direct competition and support the sustainability of local brick and mortar businesses.

Annual Inspection – New Requirement:

Each mobile food service vendor will be subject to an annual fire and mechanical inspection to ensure compliance with health and safety standards. A fee would be directly tied to this as there would be a cost for the Fire Department and County Mechanical Inspector to inspect.

Memorandum



License Regulations:

The ordinance does not specify the total number of mobile food service licenses available within the city limits. This number is intended to balance the demand for mobile food services with the capacity of designated areas.

Annual Fee:

Each mobile food service vendor is required to pay an annual fee of \$1,000 to operate within the city. This fee is set to cover administrative costs, ensure compliance with city regulations and offset City taxes that would be paid by a brick and mortar establishment. There are currently 12 licenses issued annually.

Conclusion

The Mobile Food Service Ordinance aims to regulate mobile food vendors effectively, ensuring they contribute positively to the city's vibrancy while maintaining public health and safety standards. By implementing these regulations, the city seeks to balance the interests of mobile vendors, permanent businesses, and the community at large. Staff recommends rewriting both ordinances after reviewing the key regulations/provisions.

§ 110.27 VENDORS.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PEDDLER. Any person who travels from place to place for the purpose of distributing leaflets, pamphlets, fliers, or other literature, displaying, selling, making sales, offering for sale, or leasing with the option to buy, takes orders for, or attempts to take orders for the retail sale of any goods, property, or services whatsoever for current or future delivery. Peddler includes any person who travels by foot, vehicle, wagon, cart or any other means displaying, selling, offering for sale, taking orders for sale, or leasing with the option to buy, at retail, any food, goods, property, or service. **PEDDLER** also includes any person who operates a pushcart, or other structure powered by bicycles or human power, with at least two operational wheels, which can be easily moved and which is used by a vendor to conduct sales.

PERSON. Any natural person, corporation or partnership, including both principals and agents thereof, or two or more persons having a joint or common interest.

TRANSIENT MERCHANT. Any person, firm, association or corporation, while not traveling from place to place, engaging temporarily in a retail sale of goods, wares or merchandise in any place in the city and who for the purpose of conducting business temporarily occupies any private lot, building, room or structure of any kind. This section shall not be construed to permit sales on city-owned property unless authorized under a separate written agreement.

VENDORS. Any peddler or transient merchant, as provided in this section. **VENDOR** 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.

(B) *License required.* No vendor shall engage in such business within the city without first obtaining a license as provided under this chapter. Such licenses shall be subject to the application fees as may be set from time to time by the City Commission and paid in accordance with § 110.08 of this code. Transient merchant license fee waived if currently licensed and using truck/trailer as mobile food service provider.

(C) *Regulations.* In addition to the license requirements in this chapter, and except as otherwise provided, the following regulations apply to vendors:

- (1) Vendors who conduct their business by going door-to-door shall not solicit at any premises posted with a "no solicitation" sign or other similar marking.
- (2) No vendor shall have any exclusive right to any location in the public street, sidewalk, or right-of-way, or be permitted a permanent, stationary location, or be permitted to operate in any congested area where his or her operations impede or inconvenience the public. For the purpose of this section, the judgment of a police officer or Code Enforcement Officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public has been impeded or inconvenienced.
- (3) Vendors shall dispose of their own trash including empty product containers into trash bags which shall be disposed of off-site by the vendor each day. The vendor shall keep the areas in which it operates clean, sightly, and free of trash. Vendors 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.
- (4) Unless otherwise first authorized in writing by the city, no vendor shall obstruct any street, alley, sidewalk or driveway, except as may be necessary and reasonable to consummate a sale or engage in any business regulated by this chapter. Except with prior written permission of appropriate school officials, no vendor shall conduct any sale within 150 feet of the entrance of any school building between the hours of 8:00 a.m. and 5:00 p.m. on the days when school is in session.
- (5) Applicants for a vendors license who are selling, or offering to sell food, goods, wares, and merchandise 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.
- (6) Individuals or groups wishing to do their business under this section in any city park must first secure written permission from the Parks Director before applying for a license, and shall comply with all applicable park rental fees, rules, and regulations.
- (7) Vendors shall present a valid license for inspection or examination when requested by any City Public Safety Officer or city official.
- (8) No vendor shall sell or offer for sale any unsound, unripe or unwholesome food or drink or any defective, faulty or deteriorated article of food.

(D) *Exceptions.* The provisions of this chapter shall not apply to any of the following:

- (1) Representatives of duly established businesses, located elsewhere, calling upon merchants or other established businesses for the purposes of selling them merchandise or services and who normally make repeated calls on such

businesses at regular intervals, such as wholesale suppliers, office supply firms and similar businesses.

(2) Solicitations including sale or distribution of goods, wares, merchandise, leaflets, pamphlets or other materials for religious, charitable or political purposes.

(Ord. 753, passed 7-11-94; Am. Ord. 888, passed 2-24-03; Am. Ord. 982, passed 10-14-13; Am. Ord. 990, passed 10-13-14) Penalty, see § 110.99

§ 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.

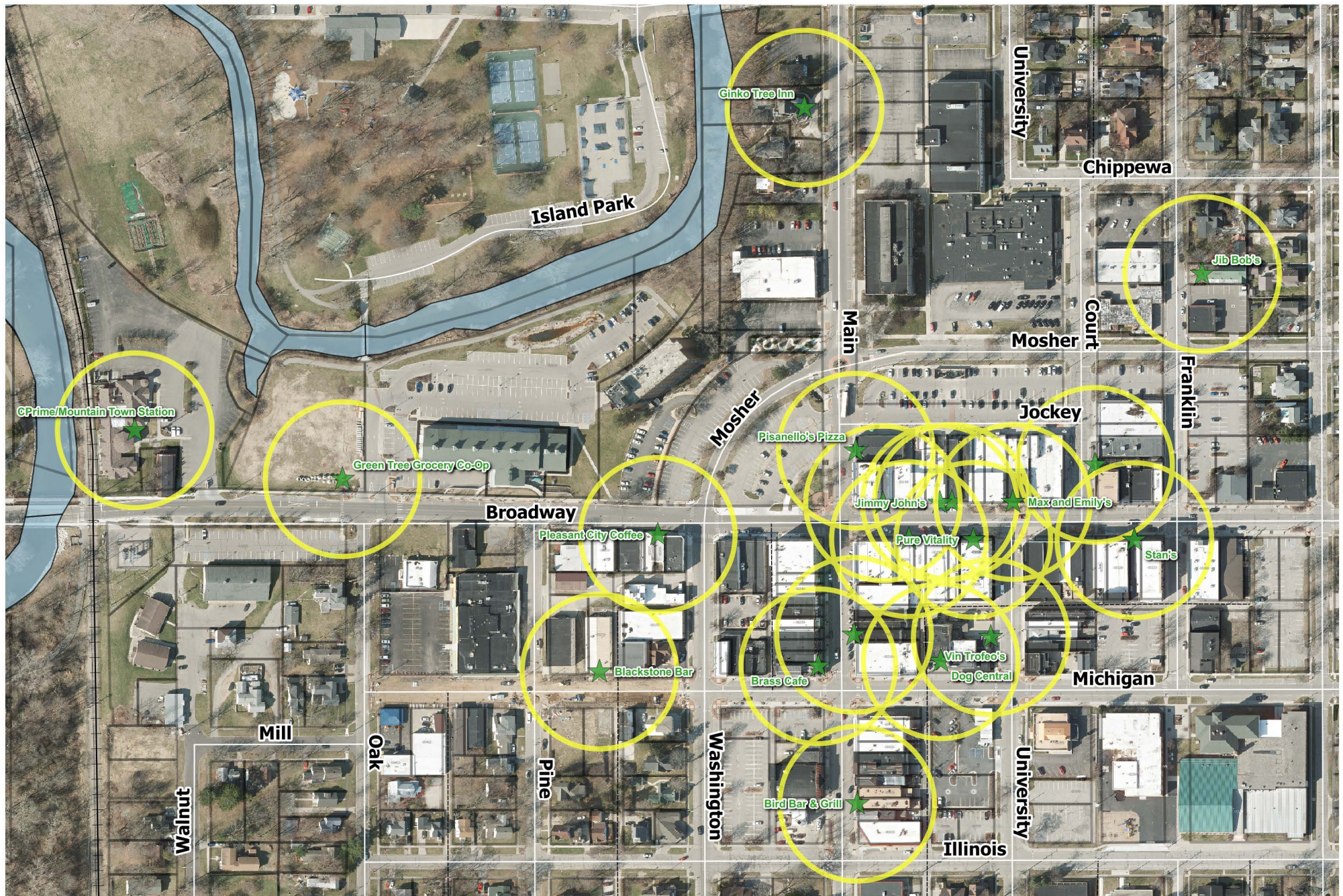
(12) Applicants for a mobile food service providers license who are selling, or offering to sell food, owned by themselves, who furnish to the City Clerk, with all other license application materials, proof of an honorable discharge from the armed services and a copy of a license issued pursuant to 1921 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.

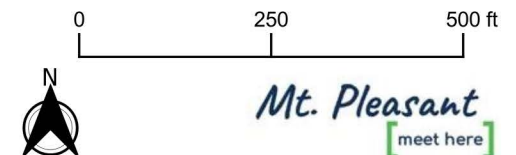
(Ord. 982, passed 10-14-13; Am. Ord. 990, passed 10-13-14)



Downtown Restaurants

City of Mt. Pleasant

05/15/2024



Mobile Food Service Provider Considerations

Mt. Pleasant
[meet here]

Work Session Agenda

1. Ordinance(s) background
 - Vendors (110.27) & Mobile Food Service Providers (110.28)
2. Consider various regulations/provisions for potential change with reaching consensus for each.

Mt. Pleasant
[meet here]

Ordinance(s) Background

- Vendors (110.27)
 - Created on July 11, 1994.
- Mobile Food Service Providers (110.28)
 - Created on October 14, 2013.
- Both sections regulate mobile food service.
- Staff recommends rewriting both ordinances after review of six key regulations/provisions.
 - One designated for food, one for all other types of merchandise.

§ 110.27 VENDORS.
(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
PEDDLER. Any person who travels from place to place for the purpose of distributing leaflets, pamphlets, fliers, or other literature, displaying, selling, making sales, offering for sale, or leasing with the option to buy, takes orders for, or attempts to take orders for the retail sale of any goods, property, or services whatsoever for current or future delivery. **PEDDLER** also includes any person who travels by foot, vehicle, wagon, cart or any other means displaying, selling, offering for sale, taking orders for sale, or leasing with the option to buy, at retail, any food, goods, property, or service. **PEDDLER** also includes any person who operates a pushcart or other structure powered by bicycles or human power, with at least two operational wheels, which can be easily moved and which is used by a vendor to conduct sales.
PERSON. Any natural person, corporation or partnership, including both principals and agents thereof, or two or more persons having a joint or common interest.
TRANSIENT MERCHANT. Any person, firm, association or corporation, while not traveling from place to place, engaging temporarily in a retail sale of goods, wares or merchandise in any place in the city and who for the purpose of conducting business temporarily occupies any private lot, building, room or structure of any kind. This section shall not be construed to permit sales on city-owned property unless authorized under a separate written agreement.
VENDORS. Any peddler or transient merchant, as provided in this section. **VENDOR** 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.
(B) License required. No vendor shall engage in such business within the city without first obtaining a license as provided under this chapter. Such licenses shall be subject to the application fees as may be set from time to time by the City Commission and paid in accordance with § 110.08 of this code. Transient merchant license fee waived if currently licensed and using truck/trailer as mobile food service provider.
(C) Regulations. In addition to the license requirements in this chapter, and except as otherwise provided, the following regulations apply to vendors:
(1) Vendors who conduct their business by going door-to-door shall not solicit at any premises posted with a "no solicitation" sign or other similar marking.
(2) No vendor shall have any exclusive right to any location in the public street, sidewalk, or right-of-way, or be permitted a permanent, stationary location, or be permitted to operate in any congested area where his or her operations impede or inconvenience the public. For the purpose of this section, the judgment of a police officer or Code Enforcement Officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public has been impeded or inconvenienced.
(3) Vendors shall dispose of their own trash including empty product containers into trash bags which shall be disposed of off-site by the vendor each day. The vendor shall keep the areas in which it operates clean, slightly, and free of trash. Vendors 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.
(4) Unless otherwise first authorized in writing by the city, no vendor shall obstruct any street, alley, sidewalk or driveway, except as may be necessary and reasonable to consummate a sale or engage in any business regulated by this chapter. Except with prior written permission of appropriate school officials, no vendor shall conduct any sale within 150 feet of the entrance of any school building between the hours of 8:00 a.m. and 5:00 p.m. on the days when school is in session.
(5) Applicants for a vendors license who are selling, or offering to sell food, goods, wares, and merchandise 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.
(6) Individuals or groups wishing to do their business under this section in any city park must first secure written permission from the Parks Director before applying for a license, and shall comply with all applicable park rental fees, rules, and regulations.
(7) Vendors shall present a valid license for inspection or examination when requested by any City Public Safety Officer or city official.
(8) No vendor shall sell or offer for sale any unsound, unripe or unwholesome food or drink or any defective, faulty or deteriorated article of food.

§ 110.28 SERVICE PROVIDERS.
The purpose of this section is to license and regulate the movement, location, operation of mobile food providers in the city, to reduce vehicular and pedestrian traffic, to promote the safe use of the streets and sidewalks, and, to protect the people of the city.
This section the following definition shall apply unless the context meaning:
Motorized vehicle. A motorized vehicle which, upon issuance of a license by the city, is used for the preparation, service, sale or distribution of food or other similar items in the general public pulled by a motorized vehicle engaged in the sale of food or other similar items. This definition shall not include a person selling at an 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.
(B) License required. No vendor shall engage in such business within the city without first obtaining a license as provided under this chapter. Such licenses shall be subject to the application fees as may be set from time to time by the City Commission and paid in accordance with § 110.08 of this code. Transient merchant license fee waived if currently licensed and using truck/trailer as mobile food service provider.
(C) Regulations. In addition to the license requirements in this chapter, and except as otherwise provided, the following regulations apply to vendors:
(1) Vendors who conduct their business by going door-to-door shall not solicit at any premises posted with a "no solicitation" sign or other similar marking.
(2) No vendor shall have any exclusive right to any location in the public street, sidewalk, or right-of-way, or be permitted a permanent, stationary location, or be permitted to operate in any congested area where his or her operations impede or inconvenience the public. For the purpose of this section, the judgment of a police officer or Code Enforcement Officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public has been impeded or inconvenienced.
(3) Vendors shall dispose of their own trash including empty product containers into trash bags which shall be disposed of off-site by the vendor each day. The vendor shall keep the areas in which it operates clean, slightly, and free of trash. Vendors 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.
(4) Unless otherwise first authorized in writing by the city, no vendor shall obstruct any street, alley, sidewalk or driveway, except as may be necessary and reasonable to consummate a sale or engage in any business regulated by this chapter. Except with prior written permission of appropriate school officials, no vendor shall conduct any sale within 150 feet of the entrance of any school building between the hours of 8:00 a.m. and 5:00 p.m. on the days when school is in session.
(5) Applicants for a vendors license who are selling, or offering to sell food, goods, wares, and merchandise 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.
(6) Individuals or groups wishing to do their business under this section in any city park must first secure written permission from the Parks Director before applying for a license, and shall comply with all applicable park rental fees, rules, and regulations.
(7) Vendors shall present a valid license for inspection or examination when requested by any City Public Safety Officer or city official.
(8) No vendor shall sell or offer for sale any unsound, unripe or unwholesome food or drink or any defective, faulty or deteriorated article of food.

Mt. Pleasant
[meet here]

Regulations to Consider

1. Designated Areas
2. Hours of Operation
3. Proximity to Permanent Businesses
4. Dining Area Restrictions
5. *New* - Annual Inspection
6. License Regulations
 - Number of Licenses Issued
 - Annual Fee

#1 – Designated Areas

- Available throughout the whole city?
- Limitations in residential neighborhoods?
- Use of streets?
- Use of public parking lots?

#2 - Hours of Operation

Limitations on hours of operation?

- Residential?
- Central Business District?
- Elsewhere in the city?

#3 – Proximity to Permanent Businesses

- Do you want to limit proximity to permanent businesses?

Current ordinance: must be located 150 feet away from permanent businesses with food licenses during their hours of operation.

#4 – Dining Area Restrictions

Would you like to prohibited mobile food providers from supplying tables, chairs, etc. as in the current ordianance?

#5 – Annual Inspection

Recommendation for an annual inspection by Fire department, including a mechanical inspection to ensure compliance with safety standards.

#6 – License Regulations

Number of licenses issued annually = 12

Annual fee is \$1,000

Questions?

Mt. Pleasant
[meet here]