

Regular Meeting of the Mt. Pleasant City Commission

Monday, October 28, 2024

7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

LAND ACKNOWLEDGEMENT STATEMENT:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation recognizing Family Court Awareness Month (November) to be received by Brandi Morey-Pols.
2. Proclamation recognizing Childhood Cancer Awareness Month (November) to be received by Lisa Kujawa, owner and founder of Golden Key Camp.

ADDITIONS/DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

3. Minutes of the Mt. Pleasant Planning Commission held September 5, 2024.
4. Notice of Temporary Traffic Control Order #2-2024 and #3-2024.
5. Letter to City Commission from Marja Nothstine.

CONSENT ITEMS:

6. Approval of minutes from the regular meeting held October 15, 2024.
7. Approval of minutes from the closed session held October 15, 2024.

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. Public Comment and Public Hearings are opportunities for the public to comment on business and non-business items. Questions will not be answered during these times and instead should be directed to City Hall staff during normal business hours.

City Commission Agenda

Monday, October 28, 2024

Page 2

8. Consider Approval of MDOT Contract 2024-0364 for State Trunkline Maintenance.
9. Consider Contract with GameTime c/o Sinclair Recreation for the 2024 Horizon Park and Chipp-A-Waters Park Playground Replacement and 2025 Installation.
10. Consider approval of Payrolls and Warrants.

PUBLIC HEARINGS:

NEW BUSINESS:

11. Consider Contract with Fishbeck Engineering for Phase I DWSRF Design and Construction Engineering and Associated Budget Amendment.
12. Consider Information Related to Deer Cull.

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

WORK SESSION:

13. Proposed 2025 Operating Budget Work Session.

RECESS:

CLOSED SESSION:

14. Consider closed session pursuant to subsection 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute.

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. Public Comment and Public Hearings are opportunities for the public to comment on business and non-business items. Questions will not be answered during these times and instead should be directed to City Hall staff during normal business hours.

TO: MAYOR AND CITY COMMISSION OCTOBER 28, 2024
FROM: AARON DESENTZ, CITY MANAGER
SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

4. Notice of Temporary Traffic Control Order #2-2024 and #3-2024.
 - a. TCO #2-2024 places one "No Overnight Parking" sign at each entrance to Town Center and TCO #3-2024 places no parking signs on the south side of Cherry Street between Arnold and Mission.

Consent Items:

8. Consider Approval of MDOT Contract 2024-0364 for State Trunkline Maintenance.
 - a. MDOT regularly establishes contracts for local entities to provide maintenance to State trunklines within City boundaries. The current five-year contract has expired and MDOT has provided the attached proposed contract for consideration. The contract is standard per MDOT requirements and provides compensation for City staff that work on these MDOT trunklines.
9. Consider Contract with GameTime c/o Sinclair Recreation for the 2024 Horizon Park and Chipp-A-Waters Park Playground Replacement and 2025 Installation.
 - a. The playground equipment at Horizon Park and Chipp-A-Waters parks is scheduled for replacement in 2024 and 2025 as replacement parts for these facilities are no longer available and the facilities have reached their useful lifecycle. Staff solicited bids from two (2) different firms and is recommending that GameTime c/o Sinclair Recreation be awarded the contract. Staff proposes to use the 2024 allocation to purchase the equipment and the 2025 allocation to fund the installation in the spring. The City Commission is asked to award of the total bid contract for the "2024 Horizon Park and Chipp-A-Waters Park Playground Replacement and 2025 Installation" to GameTime c/o Sinclair Recreation for a price of \$129,440 in 2024 and \$82,940 in 2025. By purchasing both of these units in 2024 and installing them in 2025 the City will save approximately \$40,000.

Public Hearings:

New Business:

11. Consider Contract with Fishbeck Engineering for Phase I DWSRF Design and Construction Engineering and Associated Budget Amendment.
 - a. In early 2023, the City Commission authorized a contract with Fishbeck to develop a project plan for application to the Drinking Water State Revolving Fund (DWSRF)

program. The City has received notification of acceptance into the program. The City will now need to hire an engineering firm for design and construction engineering services. Staff is recommending that the City continue to work with Fishbeck Engineering who has been the City's engineering consultant for the Water Resource Recovery Facility (WRRF) rehabilitation project. Fishbeck has provided excellent service and value with their services. At the City Commission meeting, Director of Public Works Jason Moore will provide a presentation on the proposed project. We will also be joined by a representative from Fishbeck to answer any questions that the City Commission may have.

- i. Recommended Action: A motion to approve the professional services contract with Fishbeck Engineering for \$864,800, along with an amendment to the 2024 water budget to cover design work that will be completed this year.

12. Consider Information Related to Deer Cull.

- a. City staff has recently received complaints about the growing deer population within the city. City staff has previously worked with the Michigan Department of Natural Resources (MDNR) to complete a deer cull. Public Safety Director Paul Lauria has provided a memo detailing the process for conducting one. The City Commission is asked to provide direction to staff on if a deer cull should be carried out or not, or if more information to do so is required.

- i. Recommended Action: No recommendation at this time. Staff is looking for direction from the City Commission on this issue.

Work Session:

13. Proposed 2025 Operating Budget Work Session.

- a. In your City Commission packet you will find a presentation that I will cover at the meeting. The presentation provides the list of questions received from the City Commission on the budget along with answers provided by staff. The presentation then lists the future actions to be taken prior to adoption of the proposed 2025 operating budget.

Closed Session:

14. Consider closed session pursuant to subsection 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute.

- i. Recommended Action: A motion to enter closed session pursuant to subsection 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute.

PROCLAMATION

- WHEREAS,** the mission of Family Court Awareness Month (FCAM) is to raise awareness about the importance of a family court system that prioritizes child safety and acts in the best interests children. FCAM also aims to improve recognition among court professionals, legislators, and the public that family court decisions have profound and lasting impacts on the lives of children and families, making it essential that these decisions are informed by the latest research and best practices in child safety;
- WHEREAS,** an estimated 58,000 children in the U.S. are ordered into unsupervised contact with abusive parents each year, resulting in hundreds of child murders during visitation with a dangerous parent. In Michigan, 39 children have been killed by a parent since 2008 during divorce or custody disputes;
- WHEREAS,** in August 2024, 6-year-old Rowan Morey of Caledonia, Michigan, was not returned to his mother after his father's parenting time. A search led police to discover that Rowan had been shot and killed by his father, who then took his own life. Rowan's mother had previously reported the father's abusive behavior to both family court and Child Protective Services;
- WHEREAS,** in August 2022, 16-month-old Chaos Demilo McCarthy was murdered by his father in Genesee County. A Genesee County judge had awarded the father temporary custody just weeks before the boy's death, despite the father's prior felony conviction;
- WHEREAS,** in September 2021, 3-year-old Dylan Thebo was fatally shot by his father in a murder-suicide during court-ordered visitation in Kent County. Dylan's mother had made repeated efforts to report her ex-husband's abuse and threats to six different entities;
- WHEREAS,** in 2015, the Tsimhoni children's abuse claims were dismissed by the Oakland County Family Court, and the children were sent to juvenile hall for resisting visitation with their father. Controversial reunification therapy was ordered, which mandates reconciliation with alleged abusers. This therapy, which is not evidence-based, has been shown to be detrimental and despite findings of judicial misconduct in the case, reunification therapy is still frequently ordered by family courts;
- WHEREAS,** Kent County, Michigan, following six domestic violence-related homicides within three months in 2021, recognized the need for a specialized Domestic Violence Court. This court, staffed by individuals knowledgeable about the intricacies of domestic violence, aims to support victims and families, hold offenders accountable, and prevent further homicides;
- WHEREAS,** the mission of Family Court Awareness Month (FCAM) is to promote judicial education

and awareness about the necessity of using scientifically validated, evidence-based treatment programs that are proven to be safe and effective. This education should include training on domestic violence, child abuse (emotional, psychological, physical, and sexual), childhood trauma, coercive control, and post-separation abuse for judges and all professionals involved in family court cases;

WHEREAS, FCAM is dedicated to educating judges and family court professionals on the importance of incorporating evidence-based, peer-reviewed research into their decision-making. This includes the Adverse Childhood Experiences (ACEs) Study (Vincent Felitti, Kaiser Permanente-CDC), Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (Daniel Saunders, University of Michigan), and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (Joan S. Meier, GW Law School). This research reveals a prevalent gender bias against mothers who report abuse in family courts, despite false allegations being rare, and emphasizes the need for impartial decision-making to protect children's well-being;

WHEREAS, Family Court Awareness Month aims to encourage collaboration among legislators, advocates, professionals, and the community to improve family court practices, ensuring they are guided by evidence-based research and prioritize the safety and best interests of children;

NOW, THEREFORE, I, Amy Perschbacher, Mayor of the City of Mt. Pleasant do hereby declare November 2024, to be Family Court Awareness Month.

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

Amy Perschbacher, Mayor
City of Mount Pleasant, Michigan

PROCLAMATION

WHEREAS, the City of Mount Pleasant hereby designates the month of November 2024 as Childhood Cancer Awareness Month, honoring the resilience and courage of young citizens across Michigan who have faced the challenges of childhood cancer, inspiring us all to be strong, to smile, and to seek adventure amidst life's difficulties; and

WHEREAS, this month serves as an opportunity to recognize and celebrate the dignity, strength, and bravery of these remarkable young individuals who have fought valiantly against childhood cancer; and

WHEREAS, the fortitude displayed by these children has fostered a sense of community and solidarity; and

WHEREAS, we acknowledge the significance of the color gold, which represents childhood cancer awareness, and recognize that over 15,000 children and families are impacted by cancer each year; and

WHEREAS, it is fitting for the City of Mount Pleasant to support Golden Key Camp through this proclamation, encouraging our citizens to unite in the fight against childhood cancer and to extend their support to affected youth and their families; and

WHEREAS, during this "PROJECT A-TENT-ION" we invite our community to participate in raising awareness and making a meaningful impact, including a collaborative initiative aimed at breaking a Guinness World Record by collecting 800 camping tents, symbolizing our commitment to the cause. We encourage citizens to engage in acts of kindness, encouragement, and volunteerism throughout the month, honoring the courage of our youth who have bravely fought the fight.

NOW, THEREFORE I, Amy Perschbacher, Mayor of the City of Mount Pleasant, do hereby proclaim the month of November 2024 as "**PROJECT A-TENT-ION**" in the City of Mt. Pleasant.

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

Amy Perschbacher, Mayor
City of Mount Pleasant

**Mt. Pleasant Planning Commission
Minutes of the Regular Meeting
September 5, 2024**

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

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

Staff: Manuela Powidayko, Susan Tham

II. Approval of the Agenda:

Motion by Ortman, support by Kingsworthy to approve the agenda.

Motion approved unanimously.

III. Approval of the Minutes:

A. July 11, 2024 Regular Meeting Minutes

Motion by Devenney, support by Irwin to approve the minutes from the July 11, 2024 regular meeting as presented.

Motion approved unanimously.

B. August 1, 2024 Regular Meeting Minutes

Motion by Devenney, support by Irwin, to approve the minutes from the August 1, 2024 regular meeting as presented.

Motion approved unanimously.

IV. Zoning Board of Appeals report for July and August:

Powidayko reported that the ZBA did not meet in July and August and Tham confirmed this information.

V. Communications:

Powidayko reported that there were no communications to report.

VI. Public Hearings:

A. SUP-24-09 & SPR-24-17 – 115 & 117 S University – HBHF5 Properties, LLC – Request for Special Use Permit for a ground floor dwelling unit within a mixed-use building.

Powidayko introduced SUP-24-09 & SPR-24-17, a request for Special Use Permit for a ground floor dwelling unit within a mixed-use building.

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

Powidayko reviewed Special Use Conditions regarding ground floor dwelling unit within a mixed-use building.

Powidayko closed her presentation with recommendation to approve SUP-24-09 & SPR-24-17 subject to conditions.

Discussion took place.

Chair Hoenig invited the applicant up to present their case.

Sara Beauchamp-Hicks was on hand to address the board and answer any questions.

Discussion took place.

Chair Hoenig opened the public comment.

Rosemary Gray, 1105 Greenbanks Dr and owner of Gray's Furniture at 222 E Broadway St, spoke regarding concerns of allowing residential units within ground-floors, and the importance of maintaining downtown an urban retail space and attracting more retail. Gray questioned the need for more housing due to the loss of student populations.

Richard Swindlehurst, 700 N Isabella Rd and business owner in Downtown Mt. Pleasant, spoke regarding previous City decision to prohibit ground floor apartments at 200 E Broadway, and discussed the current state of restaurant and retail businesses, residential rentals and alley closures.

Sara Beauchamp-Hicks, HBHF5 Properties, spoke regarding the proposed businesses that she is bringing together with her request to utilize the back portion of the ground floor of one of the two buildings she is redeveloping for her owner-occupied housing, and informed that her new businesses will attract more downtown visitors.

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

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

Discussion took place.

Motion by Friedrich, support by Kingsworthy to approve SUP-24-09 & SPR-24-17 subject to the following conditions:

1. Any lighting proposed on site in the future must comply with lighting standards set forth in Section § 96.13 of the Mt. Pleasant City Code;
2. The applicant shall apply for a sign permit with the Building Safety Department and comply with the zoning ordinance sign standards;
3. The applicant shall comply with the requirements of Building Safety, Public Safety and Public Works.

Discussion took place.

Ayes: Devenney, Friedrich, Hoenig, Irwin, Kingsworthy, Liesch, Ortman
Nays: None

Motion passed unanimously.

VII. Site Plan Review

A. None

VIII. Public Comments:

Chair Hoenig opened the public comment.

Richard Swindlehurst, 700 N. Isabella Rd and business owner in Downtown Mt. Pleasant, spoke regarding lighting issues in downtown.

John Zang, 623 Hopkins, spoke regarding the rezoning aspects of the Termination of the PRD Agreement and concerns with terminating such agreement, the city's taxable land, and how rules apply to Central Michigan University's owned parcel.

Tim Bebee, office at 2257 E. Broomfield Rd, spoke regarding the original purpose of the PRD Agreement and the history of the PRD-zoned properties as it relates to previous development proposals and rezoning efforts. Bebee also discussed the Termination of the PRD Agreement and its benefits to the city once parcels are rezoned.

Rick McGuirk, 4175 E. Bluegrass Rd and one of the owners of WestPoint Apartments on Crawford Rd, spoke regarding the restrictiveness of the PRD Agreement and the benefits of the Termination of the PRD Agreement.

Renee Papelian, 1408 North Dr and a party involved in private school portion of a property within the PRD parcels, spoke regarding educational choice migration.

Joseph Carreon, 109 N. Arnold St, spoke regarding issues with the city's bicycle parking infrastructure, the rules allowing for the continuation of legal nonconforming bicycle parking, and enforcement of bicycle parking in the Master Plan 2050.

Jeff Tuma, 645 W. Broomfield Rd, spoke regarding changes in the community and ordinances over time, and interest in bringing his children to the newly proposed school.

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

IX. New Business:

- A.** Discuss and consider an extension of SPR-23-19 – 200 Walnut Street and SPR-23-20 – 410 Mill Street – Spire Development, Inc. – New multifamily housing developments.

Powidayko reviewed the details regarding site plan approvals and requests for extension. Powidayko summarized the purpose and goals for SPR-23-19 and SPR-23-20, previous affordable housing proposals at 200 Walnut Street and 410 Mill Street. The applicants are seeking an extension in order to submit their application to the Michigan State Housing Development Authority (“MSHDA”) for the next round of funding consideration. Aside from helping advance affordable housing in the community, the project would also be advancing goals and objectives set forth in the Master Plan as summarized in the Community Revitalization Plan Area letter the city has drafted to accompany Spire’s application.

Discussion took place.

Motion by Friedrich, support by Liesch to grant a one-year extension for SPR-23-19 and SPR-23-20.

Ayes: Devenney, Friedrich, Hoenig, Irwin, Kingsworthy, Liesch, Ortman
Nays: None

Motion approved unanimously.

B. Termination of the Planned Residential Development Agreement (PRD) for the southwest corner of Crawford and Broomfield

Powidayko presented the history of the PRD, current conditions of the PRD, and reason for the request of the termination of the Planned Residential Development Agreement (PRD) for the southwest corner of Crawford and Broomfield.

The Central Christian Academy is looking to build a private K-12 school on parcel 17-000-17-306-00, located southwest of West Broomfield Street and South Crawford Street. Such parcel is currently zoned PRD, which is a zoning district designation designed to permit a flexible means of development, allowing for a mixture of types of residential units (one-, two- and multiple-family dwelling units). While the current zoning district designation (PRD) could allow for schools, such parcel was included in a PRD Agreement on May 25, 2000, which assigns the parcel to a condominium development. That said, the school development would only be able to occur if the Planning and City Commissions approved an amendment to the PRD Agreement, or if the property would be rezoned.

Following a pre-application meeting with staff in the Fall of 2023, staff advised that the City pursue the rezoning of such parcel and all surround parcels currently zoned PRD. The plan is to rezone them from PRD to the following zoning district designations that have been adopted in 2018 and are referred to as “hardline zoning”: Civic Zone (parcel 17-306), General Urban Character District CD-4 Mixed-Use (parcel 17-303), CD-4 Residential (parcels 17-300 and 17-305), and Special District University SD-U, with a Sub-Urban Character District CD-3 designation if the parcel is conveyed (parcel 17-304).

This rezoning effort will be consistent with the Redevelopment Ready Communities® (RRC) Certification that the City holds since 2019 from the Michigan Economic Development Corporation, as well as align the zoning map with the 2020 Master Plan’s Future Land Use map.

Discussion took place.

Motion by Liesch, support by Devenney to approve the Termination of the PRD Agreement for the southwest corner of Crawford and Broomfield as received.

Ayes: Devenney, Friedrich, Hoenig, Irwin, Kingsworthy, Liesch, Ortman
Nays: None

Motion approved unanimously.

X. Other:

A. Staff Report

Powidayko reviewed one administrative site plan review that staff had approved in July, and three more staff had approved in August.

In July, there was the approval of SPR-24-12 for the renovation of the existing mixed-use building located at 120 S University. The renovation includes a new dumpster enclosure, the installation of an evergreen hedge to screen the existing nonconforming parking, and the remodel of the building facade and apartments.

In August, SPR-24-13 was approved for a new pergola structure placed directly on top of the existing impervious surface at 303 N Main St. SPR-24-15 was approved for a new 20ft x 30ft storage shed to replace the existing shed at 1524 Portabella Trail, and for a thin concrete pad poured over the existing asphalt without an increase on impermeable surfaces at such location. SPR-24-16 was approved for Phase I and Phase II to add the new 32ft x 48ft storage building with access off the existing parking lot and storm water detention swale at 1750 E Bellows.

XI. Adjournment:

Motion by Friedrich, support by Devenney to adjourn.

Motion approved unanimously.

Meeting adjourned at 8:49 p.m.

sst, mp



City of Mt. Pleasant, Michigan
Traffic Control Order

TRAFFIC CONTROL ORDER NO.

2-2024

Issued By: Steve Tewari
Traffic Engineer

Date: 7/25/24

Signs/work by: [Signature]
Street Department

Date: 9-12-24

Filed/ Attested: _____
City Clerk

Date: _____

This Traffic Control Order shall be presented to the City Commission and may receive final approval not more than 90 days from the date the work was performed by the Street Department. It shall not be renewed or extended except upon action by the City Commission.

Content: Place one "No Overnight Parking" sign at each entrance to town center (2 total). Lot 10 and Lot 3 to be combined into one lot named "Town Center". Entire lot to be no overnight parking.



City of Mt. Pleasant, Michigan
Traffic Control Order

TRAFFIC CONTROL ORDER NO.

3-2024

Issued By:

Steve Tewari
Traffic Engineer

Date: 7/25/24

Signs/work by:

WD
Street Department

Date: 9-12-24

Filed/ Attested:

City Clerk

Date: _____

This Traffic Control Order shall be presented to the City Commission and may receive final approval not more than 90 days from the date the work was performed by the Street Department. It shall not be renewed or extended except upon action by the City Commission.

Content: Place no parking signs on the south side of Cherry Street between Arnold and Mission.

From: [planning, planning](#)
To: [Lemorie, Katy](#)
Subject: FW: School at SW corner Broomfield/Crawford
Date: Friday, October 18, 2024 3:35:49 PM

Here is the email from planning@mt-pleasant.org you wanted forwarded.

From: Marja Nothstine <mkn6390@gmail.com>
Sent: Tuesday, October 1, 2024 9:13 PM
To: planning, planning <planning@mt-pleasant.org>
Subject: School at SW corner Broomfield/Crawford

STOP. THINK. READ. THINK AGAIN. EXTERNAL Message Warning

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

In our September 11, 2024 SWAN neighborhood meeting we learned that a year ago a church asked to have the city master plan terminated for a parcel of land at the SW corner of Broomfield and Crawford Roads. With great speed and little notice to the neighbors in the area the MtPasant planning commission on September 5 and the city commission on September 9 did vote to do that for a special interest group which has been working with the city behind the scenes for a year. I question whether allowing a K-12 school on that piece of property is appropriate and thinking toward the future.

The city has a small number of lots available for building new homes. This master plan change takes away a very large (30+ acres) amount of land and at the same time takes away the tax revenue forever. REMEMBER this is forever--when you have given away all the city's empty land, where do new future families go?

Why compete with another K-3 school around the corner?

Within 1/3 mile of the Broomfield/Crawford corner is located the city's Vowles School with a faculty parking lot drive on Crawford. I really do not like having a school forced on our community so close to a city public school. This Central Christian MI group seems to have been started quite recently since they do not show any other students or schools on their website but they seem to have monetary resources and could build anywhere on the surrounding township's empty lots.

How long did city planners and staff work on that terminated master plan (or contract) ? To have this newly changed vote happen in a super quick method was ALARMING. To see how quickly a special interest group can upend a thoughtful plan is hard to understand. Although after learning who has been working behind the scenes I can begin to understand.

Broomfield Road is a busy road at the beginning of a workday and then later in the afternoon. People leaving town begin to speed up going through the traffic light and to have those cars abruptly stopping where 5 lanes turn to 2 lanes for left turners at the school--just seems like a horrible accident waiting to happen.

Our city planner told the SWAN group that no traffic study need be done before zoning is planned.

To me, that doesn't seem wise.

I also wonder why a school with possibly 200 students in the future, needs 30 acres. Vowles School has 240 students, gym, parking, playground, room for soccer, baseball, football, a forested area on 10 acres. Grabbing land because they can? Mt Pleasant did have a Baptist Academy. It's gone. On Blanchard Road south of town was Morey K-12 Charter School. In 2000 it was a busy going concern. It was a brand new beautiful building with cafeteria and gymnasium. It died. Although the building is still there it has a new use.

How is the city protected if this future school fails?

That SW corner property is not an eyesore. It's a field with beautiful trees in the background. It has been waiting for the city to need a new area of homes in a city with fewer and fewer open lots for homes.

Thank you, Marja Nothstine 1361 S Crawford Street

Minutes of the regular meeting of the City Commission held Tuesday, October 15, 2024, at 7:00 p.m., in the City Commission Room, 320 W. Broadway St., Mt. Pleasant, Michigan with virtual options.

Mayor Perschbacher called the meeting to order.

The Pledge of Allegiance was recited.

Land Acknowledgement statement was recited.

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

Commissioners Absent: Commissioners Liz Busch & Maureen Eke

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

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

Public Input on Agenda Items

Kate McCracken, 1990 S Bamber Rd, expressed her appreciation for the concerns addressed in a prior email about the bronze public art pieces. She would like to see the City demonstrate a commitment to public art and formalize public art as a departmental responsibility. She further stated a recognition of the destroyed piece be completed if the piece is unable to be replaced.

James McBryde, CEO of the Middle Michigan Development Corporation (MMDC), expressed his support for funding for 200 E. Broadway.

Receipt of Petitions and Communications

Received the following petitions and communications:

1. Airport Joint Operations and Management Board August meeting Minutes.
2. Traffic Control Committee July meeting Minutes.
3. Monthly report on police related citizen complaints received.

Moved by Vice Mayor Alsager and seconded by Commissioner Rollins to approve the Consent Calendar as presented. Motion unanimously adopted.

4. Minutes of the regular meeting of the City Commission held September 23, 2024.
5. Warrants and payrolls dated October 3, 2024 all totaling \$300,220.90.

Motion unanimously adopted.

Downtown Development Director Michelle Sponseller gave a presentation on the Funding Allocation for 200 E. Broadway University Lofts Revitalization and Placemaking Grant Application.

Moved by Commissioner Chapman and seconded by Vice Mayor Alsager to approve a \$90,000 Funding Allocation for 200 E. Broadway University Lofts Revitalization (Old Isabella Bank Building) and Placemaking (RAP) Grant Application. Motion unanimously adopted.

Discussion on Lost and Found Bronze Statue Program. No action taken.

Announcements on City-Related Issues and New Business

Mayor Perschbacher announced you can register to vote at Michigan.gov/vote. Candidate information is available through the League of Women Voters at vote411.org. Please vote.

Vice Mayor Alsager announced that the Island Park Story Board has a new book available.

Commissioner Wingard acknowledged that Monday, October 14 was Indigenous People Day.

Public Comment on Agenda and Non-Agenda Items

Cynthia Kilmer, 219 S. Lansing St., expressed an apology for a story provided at a previous meeting that did not take place in the City.

Madison Chapman, 1811 W. Pickard, introduced herself as a candidate for the Mt. Pleasant School Board.

Marja Nothstine, 1361 S. Crawford, spoke against the rezoning for the proposed school at Crawford and Bloomfield.

The Commission recessed at 7:45 p.m. and went into a closed session at 7:54 p.m.

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

AYES: Alsager, Chapman, Perschbacher, Rollins & Wingard

NAYS: None

ABSENT: Busch & Eke

Motion carried.

Closed session ended at 9:26 p.m. A separate set of minutes was taken for the closed session.

Moved by Commissioner Chapman and seconded by Commissioner Rollins to adjourn the meeting at 9:27 p.m. Motion unanimously adopted.

Memorandum



TO: Aaron Desentz, City Manager
FROM: Jason Moore, DPW Director
DATE: October 16, 2024
SUBJECT: MDOT Contract 2024-0364 for State Trunkline Maintenance

Request

The City Commission is requested to approve MDOT contract 2024-0364 for state trunkline maintenance and authorize the DPW director to sign the contract.

Reason

The Street and Parks Departments deliver a range of services to the Michigan Department of Transportation (MDOT) on the state trunklines passing through the City of Mt. Pleasant. These services include street sweeping, tree maintenance, storm sewer cleaning, and other miscellaneous tasks. Each year, the State of Michigan allocates a budget for the city to provide these services to MDOT. Street and Parks Department employees perform the work, and the city invoices MDOT for expenses within the established budget parameters.

The current five-year contract expired on September 30, 2024. MDOT provided a standard contract that details the legal and insurance requirements for the city in providing these services. We have operated under this standard contract for several years without any issues, and the city meets all of the state's requirements. The new contract is effective from October 1, 2024 through September 30, 2029.

MDOT no longer requires approval of a resolution for this contract.

Recommendation

I recommend the City Commission approve MDOT contract 2024-0364 for state trunkline maintenance and authorize the DPW director to sign the contract.

Memorandum



TO: Aaron Desentz
City Manager

FROM: Phil Biscorner
Director of Parks and Public Spaces

DATE: October 18, 2024

SUBJECT: 2024 Horizon Park and Chipp-A-Waters Park Playground Replacement and 2025 Installation

Request:

The City Commission is requested to authorize award of the contract for “2024 Horizon Park and Chipp-A-Waters Park Playground Replacements and 2025 Installation” to Gametime c/o Sinclair Recreation of Holland, MI for a total price of \$129,440 in 2024 and \$82,940 in 2025. This project will include removing and replacing the existing playground structures in both Horizon and Chipp-A-Waters Parks.

Reason for Purchase:

This project was included in both the 2024 and 2025 capital projects budgets. Both of these playgrounds were installed during the 2006 fiscal year and have had some significant pieces replaced in the last few years. We can no longer get replacement parts for both of these pieces and the plastic pieces are deteriorating quickly over the past two years. By purchasing both of these units in 2024 and installing them in 2025 the City will save approximately \$40,000.

Process:

The bids were solicited through the Omnia National Collaborative Purchasing Program. Funds for this project will come from the Capital Improvement millage.

Company Name	Address	Equipment 2024	Installation 2025
GameTime c/o Sinclair Recreation	176 E Lakewood Blvd. Holland, MI 49424	\$129,440	\$82,940
We Build Fun/Miracle Recreation	878 E Highway 60 Monett, MO 65708	\$120,000	\$120,000

Staff is recommending award of the total bid to GameTime c/o Sinclair Recreation for a price of \$129,440 in 2024 and \$82,940 in 2025 which is within the anticipated amount for the project over the two year period. The City has worked with GameTime c/o Sinclair Recreation in the past and 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 Horizon Park and Chipp-A-Waters Park Playground Replacement and 2025 Installation” to GameTime c/o Sinclair Recreation for a price of \$129,440 in 2024 and \$82,940 in 2025 and a budget amendment of \$21,440 in 2024, Fund are available in Capital Improvement Millage.

10/17/2024

CHECK REGISTER FOR CITY OF MT PLEASANT
CHECK DATE FROM 10/05/2024 - 10/17/2024

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
10/07/2024	DTE ENERGY	UTILITIES	6,752.35
10/07/2024	MUNICIPAL EMPLOYEE RETIRE SYSTEMS	RETIREMENT MERS	21,848.50
10/17/2024	AARON DESENTZ	REIMBURSEMENT	96.48
10/17/2024	BILL BRICKNER	REIMBURSEMENT	211.72
10/17/2024	LAURA FOX	REIMBURSEMENT	36.24
10/17/2024	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	625.00
10/17/2024	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	1,061.68
10/17/2024	ACME SPORTS INC	SUPPLIES	1,129.95
10/17/2024	ALEXANDER MATTHEWS	REIMBURSEMENT	102.78
10/17/2024	ALLEN ROOFING	CONTRACT SVCS	14,939.63
10/17/2024	ALLYSON RICH	REIMBURSEMENT	9.65
10/17/2024	ALMA TIRE SERVICE INC	CONTRACT SVCS	1,100.52
10/17/2024	AMERICAN LEGAL	CONTRACT SVCS	33.15
10/17/2024	AMY PERSCHBACHER	REIMBURSEMENT	352.88
10/17/2024	AUSTIN PAHL	REIMBURSEMENT	108.00
10/17/2024	BIO-CARE, INC	CONTRACT SVCS	380.00
10/17/2024	BLOCK ELECTRIC COMPANY	CONTRACT SVCS	509.40
10/17/2024	CDW GOVERNMENT, INC	SUPPLIES	4,405.82
10/17/2024	CENTRAL MICHIGAN DISTRICT	CONTRACT SVCS	347.00
10/17/2024	CENTRAL PLUMBING, INC.	CONTRACT SVCS	931.82
10/17/2024	CHARTER TOWNSHIP OF UNION	UTILITIES	369.44
10/17/2024	CHASE NELSON	REIMBURSEMENT	317.58
10/17/2024	CINTAS CORP	CONTRACT SVCS	33.41
10/17/2024	CLARK HILL P.L.C.	CONTRACT SVCS	2,124.50
10/17/2024	COYNE OIL CORPORATION	FUEL	10,605.48
10/17/2024	CULLIGAN	CONTRACT SVCS	28.00
10/17/2024	DAWN WINKELMAN	REIMBURSEMENT	31.69
10/17/2024	DINGES FIRE COMPANY	SUPPLIES	114.41
10/17/2024	ERIC SMITH	REIMBURSEMENT	100.00
10/17/2024	FIDELITY SECURITY LIFE INSURANCE CO	INSURANCE PREMIUM	1,274.34
10/17/2024	FISHBECK - ENGINEERS/ARCHITECTS/	CONTRACT SVCS	20,863.60
10/17/2024	FLEX ADMINISTRATORS	ADMINISTRATIVE FEE	226.80
10/17/2024	GALLS, LLC	SUPPLIES	493.26
10/17/2024	GERARD DESORMES	REFUND	1,500.00
10/17/2024	GOVERNMENTJOBS.COM, INC	CONTRACT SVCS	8,494.99
10/17/2024	GRAYMONT WESTERN LIME INC.	CHEMICALS	9,380.88
10/17/2024	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	2,902.00
10/17/2024	HIRERIGHT	CONTRACT SVCS	66.85
10/17/2024	HOFFMAN CONSTRUCTION	CONTRACT SVCS	14,335.00

10/17/2024	HYDROCORP, INC.	CONTRACT SVCS	4,829.50
10/17/2024	IDEXX DISTRIBUTION, INC.	CHEMICALS	9,150.47
10/17/2024	INFOSEND, INC	CONTRACT SVCS	4,472.29
10/17/2024	ISABELLA CAT CLINIC	CONTRACT SVCS	1,794.70
10/17/2024	JARED BOUMAN	REIMBURSEMENT	50.00
10/17/2024	JASON MOORE	REIMBURSEMENT	110.01
10/17/2024	JASON THE MASON LLC	CONTRACT SVCS	11,100.00
10/17/2024	JENNIFER HEITMAN	REIMBURSEMENT	101.84
10/17/2024	JONATHON STRAUS	REIMBURSEMENT	187.06
10/17/2024	KERR PUMP AND SUPPLY	CAPITAL OUTLAY	41,688.50
10/17/2024	KRAPOHL FORD LINCOLN MERC	CONTRACT SVCS	1,794.25
10/17/2024	MANER COSTERISAN	CONTRACT SVCS	1,573.00
10/17/2024	MARY ALSAGER	REIMBURSEMENT	383.21
10/17/2024	MCLAREN CORPORATE SERVICES	CONTRACT SVCS	633.00
10/17/2024	MEAD & HUNT	CONTRACT SVCS	2,683.00
10/17/2024	MICHIGAN PIPE & VALVE	SUPPLIES WATER	298.00
10/17/2024	MICHIGAN SECTION-AWWA	TRAINING	740.00
10/17/2024	MID-MICHIGAN INDUSTRIES	CONTRACT SVCS	8,831.85
10/17/2024	MP AREA CHAMBER OF COMMERCE	TRAINING	850.00
10/17/2024	MT PLEASANT ROTARY CLUB	MEMBERSHIP	156.00
10/17/2024	N500 MP	REFUND	1,200.00
10/17/2024	NCL OF WISCONSIN	CHEMICALS	1,639.47
10/17/2024	NICOLAS KUCHEK	REIMBURSEMENT	50.92
10/17/2024	NYE UNIFORM COMPANY	SUPPLIES	180.22
10/17/2024	O'NEIL & DUSO PLLC	RETAINER	7,941.70
10/17/2024	ODP BUSINESS SOLUTIONS LLC	SUPPLIES	138.49
10/17/2024	PARROTT PRODUCTIONS	SUPPLIES	23.00
10/17/2024	PARTLO PROPERTY MANAGEMENT LLC	CONTRACT SVCS	400.00
10/17/2024	PHOENIX SAFETY OUTFITTERS	UNIFORMS FIRE	3,832.40
10/17/2024	RCL CONSTRUCTION CO. INC	CONTRACT SVCS	1,245,245.50
10/17/2024	RENT-RITE OF MT PLEASANT	CONTRACT SVCS	291.46
10/17/2024	ROMANOW BUILDING SERVICES	CONTRACT SVCS	5,945.36
10/17/2024	STATE OF MICHIGAN	CONTRACT SVCS	30.00
10/17/2024	STERICYCLE, INC.	CONTRACT SVCS	742.30
10/17/2024	SUMMIT FIRE PROTECTION	CONTRACT SVCS	693.00
10/17/2024	SUSAN SANDERSON	REIMBURSEMENT	196.36
10/17/2024	T.H. EIFERT, LLC	CONTRACT SVCS	17,450.00
10/17/2024	ULLIANCE, INC	CONTRACT SVCS	1,875.00
10/17/2024	UNIFIRST CORPORATION	CONTRACT SVCS	78.00
10/17/2024	YEO & YEO TECHNOLOGY	CONTRACT SVCS	158.00

COMM TOTALS:

Total of 79 Checks:	1,507,782.66
Less 0 Void Checks:	0.00
Total of 79 Disbursements:	<u>1,507,782.66</u>

Memorandum



TO: Aaron Desentz, City Manager
FROM: Jason Moore, DPW Director
DATE: October 21, 2023
SUBJECT: Approve Professional Services Contract for Phase I DWSRF Design and Construction Engineering and Associated Budget Amendment

Request

The City Commission is requested to authorize a contract with Fishbeck for a not-to-exceed amount of \$864,800, along with the associated budget amendment.

Reason

In early 2023, the City Commission authorized a contract with Fishbeck to develop a project plan for application to the Drinking Water State Revolving Fund (DWSRF) program. A few weeks ago, the city received notification that we will receive funding for the first phase of that plan. This work will include preliminary and final design, and bidding and construction administration for the following elements:

- Clarifier valve replacements
- Filter improvements
- Recarbonation tank and piping
- Aeration tower rehab
- Chemical tank improvements
- HVAC improvements
- Plant electrical improvements
- SCADA updates

These Phase I project elements focus on Water Treatment Plant improvements. The water plant was originally brought online in the early '90s. Many of the main treatment components have now been in operation for 30-plus years and require updating and rehabilitation.

The city has been working with Fishbeck since 2021, starting with Phase I construction at the Water Resource Recovery Facility (WRRF). They have provided excellent service and value with their design and construction engineering services, and we are suggesting that we continue our work with them on Phase I of the DWSRF work. Fishbeck provided the attached proposal, which includes the work necessary for the DWSRF Phase I project completion

Recommendation

I recommend the City Commission approve the professional services contract with Fishbeck Engineering for \$864,800, along with an amendment to the 2024 water budget to cover design work that will be completed yet this year.

October 21, 2024

Jason Moore
DPW Director
City of Mount Pleasant
1301 North Franklin Street
Mt. Pleasant, MI 48858

Proposal for Professional Services Water Treatment Plant Improvements Project

Fishbeck is pleased to provide this proposal for engineering services to the City of Mt. Pleasant (City) related to the Water Treatment Plant Improvements project funded through Michigan's Drinking Water State Revolving Fund (DWSRF) Program. The City developed and submitted an Intent to Apply to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The DWSRF Program provides low-interest loans and the potential for grants through loan principal forgiveness for eligible water utility capital improvement projects.

Statement of Understanding

Clarifier Valves

Replacement of the 20-inch valves and actuators on the influent piping.

Filter Improvements

Replacement of air scour blower with in-kind unit, filter media and underdrains. Replace the following valves and actuators: filter cell inlet, backwash, water, filter to waste. Replace 24-inch distributor piping and supports with stainless steel.

Recarbonation Tank and Piping

A portion of the tank that is showing signs of deterioration will be removed and replaced with in-kind material, and the entire tank will be coated. The two 20-inch manually operated butterfly valves on the influent line will be replaced and moved to a better access point. The 2-inch CO₂ piping will be removed and replaced with a new piping from the control panel to injection point. The control panel will be upgraded to allow for better control.

Aeration Tower

The Tower will be cleaned and recoated, replacement of all packing material and the supply fan.

Chemical Tanks

The existing ferric tanks will be lined to extend useful life.

HVAC Improvements

The air handling unit will be replaced with more efficient model. The dehumidifier will be removed and replaced with portable dehumidifiers, drain lines will be piped to floor drains.

Plant Electrical Improvements

A medium-voltage (primary) electrical service (8320-volts, 3-phase) is provided at the WTP. Power is distributed via pad-mounted medium-voltage (15 KV) primary switchgear to a 500 KVA pad-mounted transformer. The primary switchgear is located near the WTP property line at the entry drive off South Lincoln Road. The pad-mounted transformer is located immediately outside the WTP electrical room in the southwest corner of the building. Inside the WTP, 480-volt, 3-phase power is distributed via a main distribution panel (MDP) with 3-pole, 600-amp main circuit breaker and various feeder circuit breakers, 3-pole, 225-amp automatic transfer switch (ATS), emergency distribution panel (EDP) with 225-amp main lugs and various feeder circuit breakers, various step-down transformers (two 45 KVA and one 30 KVA), distribution panelboard (DPA) with 100-amp lugs, lighting panelboards (LPA, LPB, and LPC), emergency lighting panelboard (ELPA) with 3-pole, 150-amp main circuit breaker, and various motor starters, disconnect switches, and VFDs.

The following electrical equipment is original to the plant and reaching its rated life. As these components age, they pose the risk of failure during operation and may lead to emergency and costly repairs or replacements. The equipment is critical to support the WTP equipment and must be replaced.

- Pad-mounted Medium-Voltage Primary Switchgear
- Pad-mounted Transformer 500 KVA
- Main Distribution Panel (3P600A)
- Emergency Distribution Panel (3P225A)
- Distribution Panel (100A)
- Step-Down Transformers (3)
- Lighting Panelboards (3)
- Emergency Lighting Panelboard
- Variable Frequency Drives
- Motor Starters
- Disconnect Switches

Standby power is provided to limited equipment via a 120 KW, natural gas, indoor generator (in a room next to the electrical room). The generator connects to the emergency side of the ATS and automatically starts on a loss of utility power. The generator shuts down and the ATS switches back to normal on restoration of utility power. It is recommended that the power distribution system be modified to accommodate a larger generator and ATS so more loads will be able to operate during a utility power outage.

The generator is original to the plant. It is sized and connected for supplying standby power to limited process equipment and emergency lighting. The existing generator and automatic transfer switch need to be replaced by larger units to provide standby power to all the treatment equipment at the plant during power outages.

SCADA Improvements

The SCADA system consists of a network of programmable logic controllers (PLC), input/output (I/O) racks, control panels, operator interfaces, computer servers and workstations, radios, modems, and other network equipment. Components are connected via hardwiring, radio, telephone, and fiber optic connections. SCADA software runs on the computer servers and client workstations and include graphical user interfaces, historian reporting, trending, and alarming features. Most of the existing hardware is manufactured by Opto22. Following is a general list of existing control panels and SCADA components:

- CP-F1 (Filters 1, 2, 3, 4)
- CP-F2 (Filters 5, 6, 7, 8, I/O Terminal 7)
- CP-LIME (PLC, I/O Terminal 6)
- CP-CLAR (Clarifiers 1, 2, I/O Terminal 3)

- FP-1 (Ferric Chloride)
- FP-2 (Sodium Hypochlorite)
- FP-3 (Lime)
- CP-VV (Ground Storage Tanks, Fiber Optic Connection)
- CP-HS (High Service Pumps 6, 7, 8, 9, PLC, I/O Terminal 8, Fiber Optic Connection)
- Supervisory Computers (2)
- I/O Panel 1, PLC (Control Room)
- I/O Panel 2 (Chem Feed)
- I/O Panel 4 (Clarifier Base)
- I/O Panel 5 (Lime)
- Radio Modem
- Telephone Modem
- Auto Dialer
- Remote Station 2, I/O Terminal 9 (Wells 6, 15, 20, Radio Modem)
- Remote Station 3, I/O Terminal 10 (Wells 16, 17, Fiber Optic Connection)
- Remote Station 4, I/O Terminal 11 (1 MG Tower, Radio Modem)
- Remote Station 5, I/O Terminal 12 (0.5 MG Tower, Fiber Optic Connection)

The SCADA system allows plant operators to centrally monitor and control WTP operations for systems at the WTP and remote facilities. Existing Opto22 PLCs and I/O modules are becoming obsolete and should be replaced with more readily available and supported (mainstream) hardware. Allen-Bradley Logix equipment is recommended. It is also recommended that the existing SCADA software be upgraded to VTScada, or a similar product that will include better graphics, trending, alarming, reporting, data archiving, historization, and remote access via a virtual private network connection. Computer servers, client workstations, and associated peripherals will also be upgraded. Managed ethernet switches will be provided for enhanced security and to prevent unauthorized network access. Existing radios and telephone equipment will be replaced with cellular equipment. Fiber optic cabling and connections will be maintained and expanded where feasible. Existing control panel enclosures will be reused. New hardware will be mounted on new backplates so existing terminal blocks and field wiring can be reused. New uninterruptible power supplies (UPS) will be provided for increased power quality and reliability. Existing field devices, instrumentation, and controls will be reused where possible.

Scope of Services

Task 1 – Preliminary Design

We propose the following services as part of preliminary design.

1. Conduct a project kickoff meeting with the City to identify key project goals and objectives, establish communication protocols, and review approval procedures. If the City wishes, EGLE can be included in this meeting.
2. Develop a preferred design layout.
3. Develop a project schedule for design, bidding, and construction.
4. Review the constructability and construction sequencing to determine how plant operations will be impacted.
5. Develop a basis of design for proposed improvements for use in the permitting process as applicable.
6. Prepare preliminary drawings:
 - a. Preliminary floor plan.
 - b. Process schematic.
 - c. Preliminary piping plan.
 - d. Electrical one-line diagram.
 - e. Control system configuration diagram.

13. Prepare a preliminary list of specifications to be included in the bidding documents.
14. Prepare a preliminary list of drawings to be included in the bidding documents.
15. Prepare an opinion of probable construction cost based on the preliminary design documents.
16. Complete hazardous material inspection of the inside of building in the areas that work will be performed.
17. Complete laser scan of the entire treatment plant facility.

Task 2 – Final Design

1. Progress the design to the 90% design documents level and submit for review by the project stakeholders, including the City and EGLE, as applicable. Coordinate review comments and implement applicable comments into the bidding documents.
2. Assist the City in the preparation of the DWSRF Part I, II, and III Applications, and prepare drawings, specifications and bid documents that conform to the DWSRF requirements.
3. Coordinate contractual requirements with the City specifically relating to bonding, insurance, liquidated damages, and dispute resolution.
4. Prepare Divisions 00 and 01 front end specifications to include the Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC) as required. These documents will identify contractual and administrative requirements.
5. Prepare technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) 50 division numbering format.
6. Prepare the final drawings for bidding purposes, in major subdivisions to include Demolition, Structural, Architectural, Process, Mechanical, and Electrical as applicable to the project.
7. Update the opinion of probable construction cost for the work reflecting bidding documents.
8. Complete internal quality assurance/quality control (QA/QC) procedures, which will include the City and EGLE reviews, as applicable. Incorporate applicable review comments into the bidding documents.
9. Submit the bidding documents and permit application to EGLE and secure the Part 41 Construction Permit issued by EGLE. The permit application will be submitted following completion of the design. Fishbeck will prepare the permit application, coordinate the review with EGLE, and respond to EGLE comments. The time to review and approve the permit is dependent on agency workload, although keeping the agency informed regarding the design progress can facilitate a faster review of the final design submittal. The permitting process may need to be conducted concurrently with bidding, depending on the schedule.

Task 3 – Bidding and Award Phase

1. Assist the City with preparation of an advertisement for bid.
2. Coordinate distribution of drawings and specifications to potential bidders.
3. Attend and conduct a prebid meeting at the WTP.
4. Respond to bidders' questions and issue addenda, as applicable.
5. Assist the City in evaluation of the bids and identify qualified bids for City selection of a Contractor for award.
6. Assist the City in the award of the project construction by providing the necessary forms and documents.

Task 4 – Construction Administration Phase

1. Review the Contractor's bonds and insurance information and assist the City in the execution of the contract documents by providing the necessary forms and documents.
2. Assist the City to maintain compliance with DWSRF requirements, including conducting certified payroll tracking, wage rate interviews and verifying submittal of material certifications.
3. Schedule and lead preconstruction meeting, including preparation of agenda, meeting minutes, and follow-up.
4. Review Contractor's shop drawings, samples, and testing submittals.

5. Respond in writing to the Contractor's requests for information (RFIs) and issue clarifications and interpretations to the contract documents, as applicable, including recommending change orders and work change directives to the Owner as applicable.
6. Review detailed construction drawings, shop drawings, schedule information, and other data which the contractor is required to submit for compliance with design concepts.
7. Consult and advise the City as to the acceptability of substitute materials and equipment that may be proposed by the Contractor.
8. Attend progress meetings, approximately monthly, with the Contractor, subcontractors, and City representatives.
9. Attend preinstallation meetings with the Contractor and subcontractors as noted in the project specifications.
10. Visit the site at intervals appropriate to the various stages of construction and notify the Contractor of defective work, if applicable. Site visits will be conducted by the project manager, the lead engineers or specific discipline engineers, or other qualified personnel dependent on the progress of the work.
11. Provide clarifications and interpretations during the construction. Issue bulletins and change orders, as appropriate.
12. Keep the City informed regarding progress of the Work. Review Contractor applications for payment and provide recommendations for payment to the City.
13. Make recommendations for the replacement or correction of defective work, as necessary.
14. Review operation and maintenance manual documentation from the Contractor for new equipment.
15. Provide start-up assistance in conjunction with the start-up and training specified to be provided by equipment suppliers. This generally includes attendance during equipment start-up, coordination with suppliers to resolve operational or controls-related problems, and verification of control system operation.
16. Review the completed work to verify substantial completion. Develop a project closeout punch list.
17. Review Contractor project closeout documents, including waivers of lien, consent of surety, and warranties.
18. Conduct a final inspection to verify project completion.
19. Provide project record drawings to the City based on the Contractor's as-built documentation. Two full size copies, two reduced size copies, and one electronic copy of the record drawings will be delivered to the City.
20. Provide part time observation of the work. The proposal assumes generally onsite one day per week when the contractor is performing major work onsite, up to the substantial completion date. After substantial completion, periodic visits to verify completion of punch list items. The fee is based on a total of 400 hours for onsite construction observation.

Schedule

The project will follow the EGLE Quarter 4 Funding Schedule.

Assumptions

1. The proposal includes attendance at three meetings during design for discussion of items related to the design, funding, and applicable reviews by project stakeholders and applicable parties, such as utilities, regulators, and EGLE DWSRF staff.
2. The Contractor will be responsible to submit evidence that materials comply with the funding agency requirements.
3. Geotechnical services are not required.
4. This proposal assumes attendance at up to 12 monthly construction progress meetings. It is assumed the general Contractor will conduct these meetings, including producing the agendas and documentation of minutes.
5. This proposal assumes attendance at up to two preinstallation meetings at the job site.
6. Site survey is not required, and Civil drawings will not be developed.

7. The City will pay permitting fees except for building permits, which will be obtained and paid for by the installation contractors.
8. Local construction permits will be the responsibility of the construction contractors.
9. Construction materials testing and special inspections will be conducted by a third-party independent testing agency, with these services being paid out of a Contractor's allowance.

Professional Services Fees

Fishbeck proposes to complete the scope of services for a time and material not to exceed fee of Eight Hundred Sixty-Four Thousand Eight Hundred Dollars (\$864,800)

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Jody Libka (jlibka@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 517.887.4099, 517.896.9792, or bvanzee@fishbeck.com.

Sincerely,



Brian Van Zee

Senior Water and Wastewater Engineer

By email

Professional Services Agreement

PROJECT NAME Water Treatment Plant Improvements Project
FISHBECK CONTACT Brian Van Zee
CLIENT CONTACT Jason Moore, DPW Director
CLIENT City of Mount Pleasant, 1301 North Franklin Street, Mt. Pleasant, MI 48858

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services as outlined in Fishbeck's letter proposal dated October 21, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services
- Proposal Dated: October 21, 2024
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates Plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Eight Hundred Sixty-Four Thousand Eight Hundred Dollars (\$864,800).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Mount Pleasant

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: John A. Willemin, PE

TITLE: Senior Vice President

DATE: October 21, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every 4 weeks, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

Drinking Water State Revolving Fund

October 2024

Engineering Services Contract

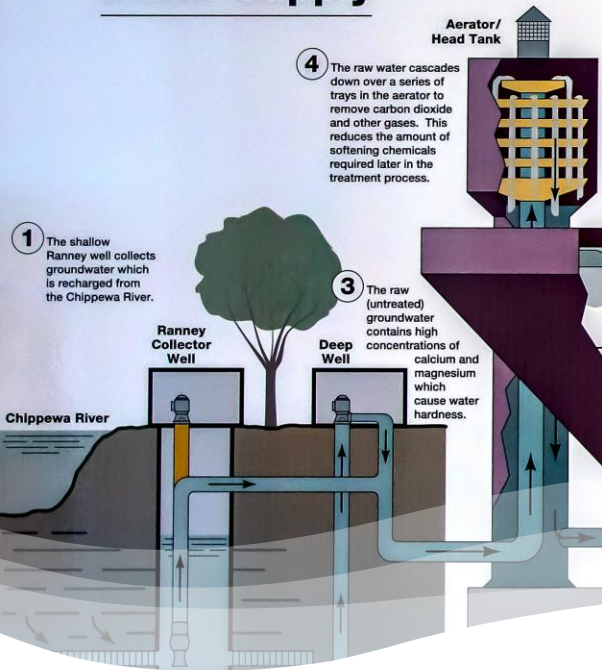
Mt. Pleasant
[meet here]

DWSRF Program Overview

- Very Similar to CWSRF Program
- Infrastructure Funding from ARPA and IIJA
- Phase I - \$13,100,000 with \$2,620,000 in loan forgiveness
- Steps in the process for application
 - Intent to Apply (Submitted October 2022)
 - Preliminary Project Plan Submittal (April 2023)
 - Public Hearing to Review Projects (June 2023)
 - Final Project Plan Submittal (June 2023)
 - Approval for funding Phase I (October 2024)

City of Mt. Pleasant Water System

Water Supply

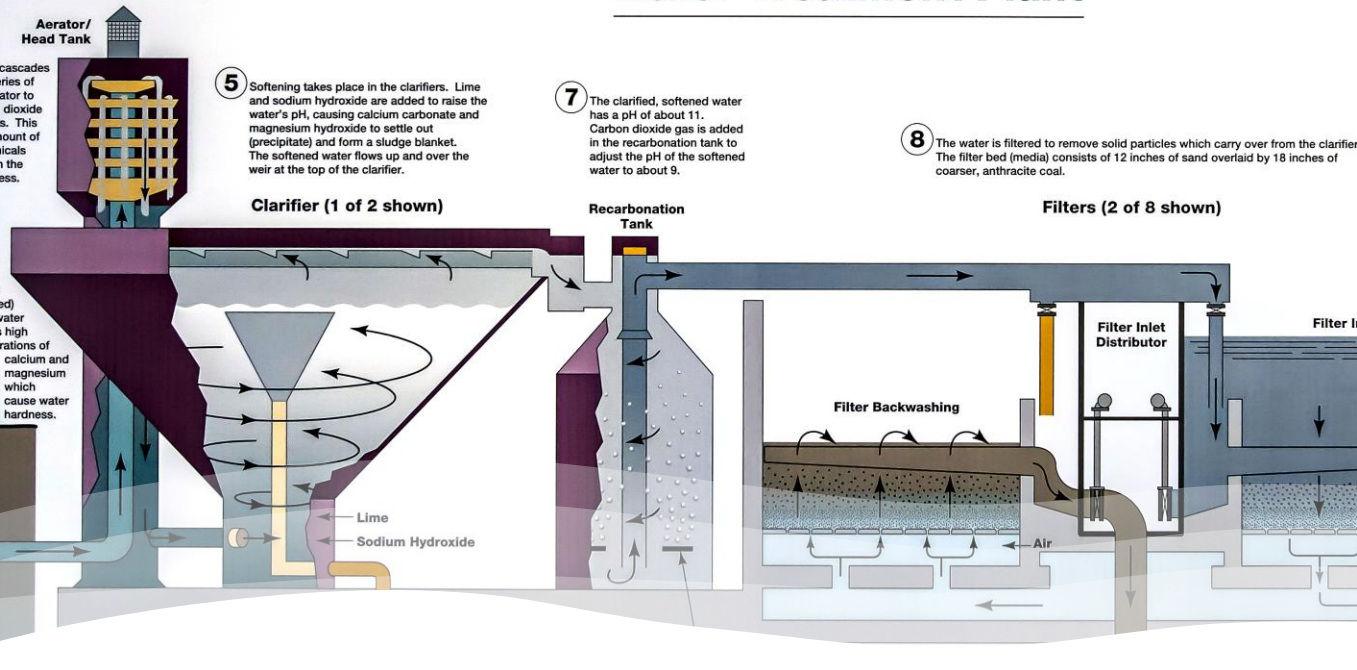


1 The shallow Ranney well collects groundwater which is recharged from the Chippewa River.

3 The raw (untreated) groundwater contains high concentrations of calcium and magnesium which cause water hardness.

4 The raw water cascades down over a series of trays in the aerator to remove carbon dioxide and other gases. This reduces the amount of softening chemicals required later in the treatment process.

Water Treatment Plant



5 Softening takes place in the clarifiers. Lime and sodium hydroxide are added to raise the water's pH, causing calcium carbonate and magnesium hydroxide to settle out (precipitate) and form a sludge blanket. The softened water flows up and over the weir at the top of the clarifier.

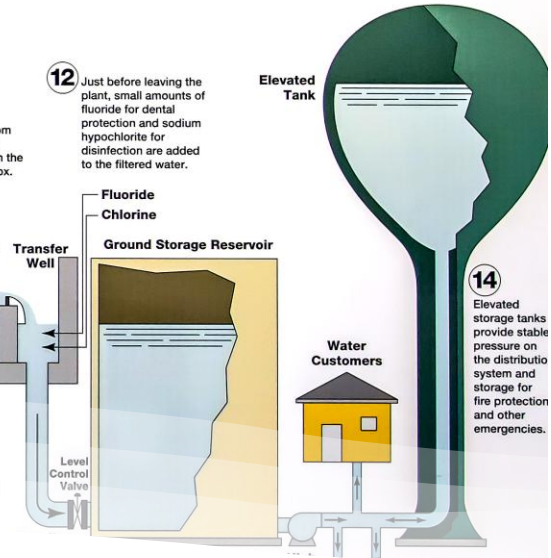
7 The clarified, softened water has a pH of about 11. Carbon dioxide gas is added in the recarbonation tank to adjust the pH of the softened water to about 9.

8 The water is filtered to remove solid particles which carry over from the clarifier. The filter bed (media) consists of 12 inches of sand overlaid by 18 inches of coarser, anthracite coal.

9 All water from the filters is combined in the filter weir box.

12 Just before leaving the plant, small amounts of fluoride for dental protection and sodium hypochlorite for disinfection are added to the filtered water.

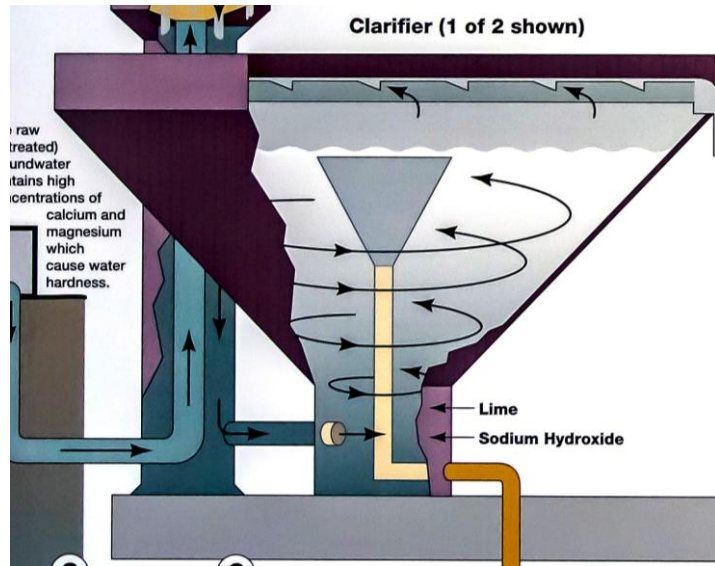
Water Storage & Distribution



14 Elevated storage tanks provide stable pressure on the distribution system and storage for fire protection and other emergencies.

Phase I Elements Being Engineered by Fishbeck

- Clarifier valve replacements
- Filter improvements
- Recarbonation tank and piping
- Aeration tower rehab
- Chemical tank improvements
- HVAC improvements
- Plant electrical improvements
- SCADA updates

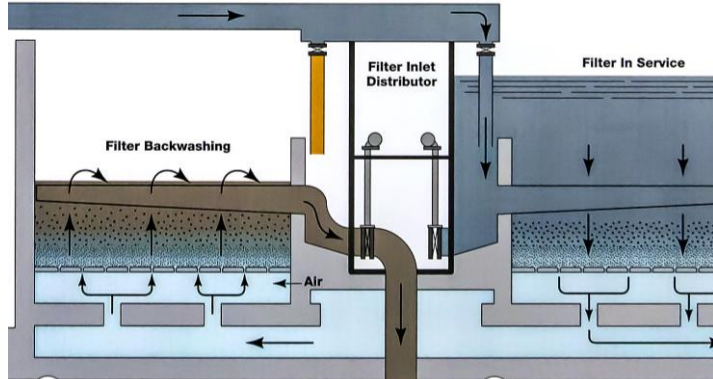


Clarifier Valve Replacements

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coarser, anthracite coal.

Filters (2 of 8 shown)



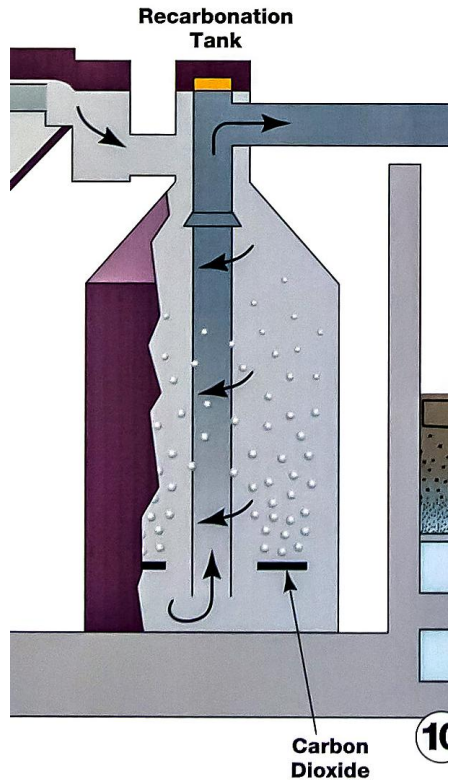
- 10** Each filter is periodically backwashed (cleaned) to remove accumulated solid particles. Flow is reversed upward through the media, expanding the grains and flushing the solids to waste. Air is added to scour the expanded media.
- 11** After backwashing the filters, water is temporarily diverted to the backwash pond to prevent particles from entering the filtered water supply.



Filter Improvements

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[meet here]

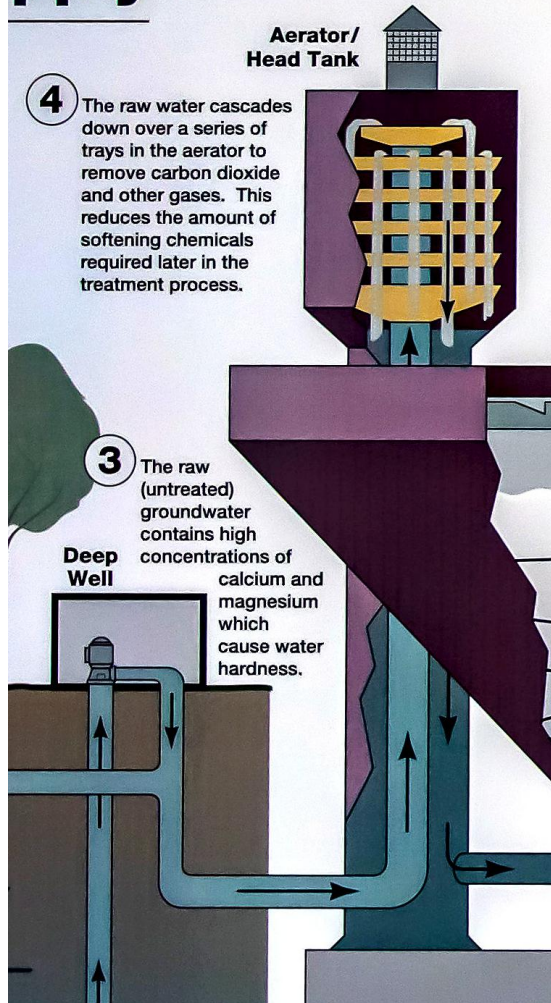
- 7 The clarified, softened water has a pH of about 11. Carbon dioxide gas is added in the recarbonation tank to adjust the pH of the softened water to about 9.



Recarbonation Tank and Piping

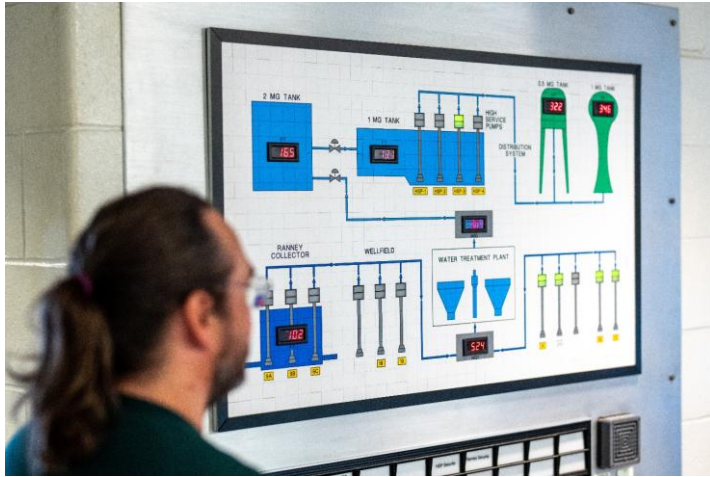
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Apply



Aeration Tower Rehabilitation

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Various Plant Improvements

- Chemical tank improvements
- HVAC improvements
- Plant electrical improvements
- SCADA updates

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Fishbeck – Scope of Services

- **Preliminary Design**
- **Final Design**
- **Bidding and Award Phase**
- **Construction Administration Phase**

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Questions?



City of Mount Pleasant, Michigan
DEPARTMENT OF PUBLIC SAFETY



MEMORANDUM

DATE: October 22, 2024
TO: Aaron Desentz, City Manager
FROM: Paul Lauria, Director of Public Safety
SUBJECT: Deer Cull

Recently we have received complaints about the growing deer population within the city, specifically in the Veit's Woods area. The deer become a nuisance when they destroy and eat vegetation in and around gardens and landscapes. In addition, as the herd grows the search for food increases deeper into the city. While the number of car/deer accidents has not increased, the sheer number of deer crossing streets becomes more prevalent increasing the likelihood for accidents to occur.

Deer culls in this area of the city are not new. We have conducted them in the past with good success. The last deer cull was conducted in 2020. The process that was followed in the past is as follows:

1. The City Commission approves the request to complete the cull.
2. Staff obtains the necessary permits and tags from the Department of Natural Resources (DNR).
3. Area survey is completed for safety and other purposes.
4. Baiting is done.

Once the deer are determined to be visiting the baiting area on a regular basis the following occurs:

1. Date is set to complete the cull.
2. Area residents are notified the day of the cull.
3. Area is cleared of people and secured by police officers.
4. Cull takes place.
5. Any deer that are harvested are collected and processed by staff.
6. Processed deer are transported to a local butcher shop for further processing and packaging.
7. The package meat is donated to local non-profits.

The safety of all residents, visitors and staff is the top priority and will never be compromised. The operation is completed humanely, and nothing is wasted or done carelessly. If you need further information or have any questions, please let me know.



Mt. Pleasant

[meet here]

2025 Proposed Operating Budget Questions from the City Commission

Mt. Pleasant
[meet here]

Can you provide a high-level walkthrough, for both the City Commission and residents who may be following along, of the internal process staff goes through to develop the proposed operating budget?

- April: Operating budget proposal requests are sent to the City's department heads and senior management team.
- May: Operating budget proposals provided to Finance and City Manager.
- June: Internal budget review meetings are conducted. Requests are discussed and any further information needed for consideration is provided to the Finance Director and the City Manager.
- July: Final budget decisions are made by City Manager and Finance Director based on organization priorities and financial constraints.
- August: Budget document is created by Finance staff.
- September: City Commission receives the proposed budget.

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[meet here]

Was Maner Costerisan involved in the development of this budget? To what extent have we utilized their services thus far?

- Until this point the proposed 2025 operating budget has been the product of current and former staff.
- At this point Maner Costerisan has:
 - Provided basic supporting financial information to staff when requested.
 - Helped staff complete PA 57 reporting requirements for TIFA districts.
 - Consulted on various accounts payable inquiries.
 - Worked to complete the necessary documents for the delivery of the proposed 2024 final amended budget.

For funds budgeted for “compensation”, does that include the funding of retirements and insurance benefits?

- Yes

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[meet here]

Pg I, FY 2024 Review- could we get a breakdown of 2024 bids within budget vs over budget? 2024 projects within budget vs over budget?

(Note that the City processes budget amendments when bids are approved that are above the budgeted amount)

- Airport Taxi Way – \$3 Million
 - Original budget for separate lighting and pavement totaled \$4 Million but the scope was changed due to State/Federal requirements
- Water Tower Coating - \$130,000
 - Budgeted \$165,000
- Water Treatment Plant Reroof - \$208,000
 - Budgeted \$230,000
- Water Treatment Plant Boiler Replacement - \$137,500
 - Budgeted \$156,000
- Water Treatment Plant Lime Removal - \$280,000
 - Budgeted \$429,000

Pg I, FY 2024 Review- could we get a breakdown of 2024 bids within budget vs over budget? 2024 projects within budget vs over budget? (continued)

- Town Center - \$1,926,909 (pending)
 - Budgeted \$2,024,060
- Street Overlays - \$650,343
 - Budgeted \$882,476
- Sewer Relining - \$133,326
 - Budgeted \$133,326 (included scope change)
- Pavement Markings - \$33,693
 - Budgeted \$29,000
- Sidewalk Replacements - \$82,831
 - Budgeted \$89,540
- New Sidewalk (Chipp-A-Waters Park) - \$29,182
 - Budgeted \$38,000
- Crack Seal - \$13,514
 - Budgeted \$15,000

Pg I, FY 2024 Review- could we get a breakdown of 2024 bids within budget vs over budget? 2024 projects within budget vs over budget? (continued)

- M-20 Pedestrian Bridge- \$519,720
 - Budgeted \$530,000
- Mill Pond Roof- \$47,027
 - Budgeted \$46,900
- DPS Building Screen Wall Maintenance- \$39,095
 - Budgeted \$56,000

Pg II Paragraph 1- “The City has realized significant cost savings through position vacancies” - What does the re-evaluation of jobs and assignments entail?

- Whenever a vacancy occurs, the Senior Management Team (SMT) will hold a position review analysis as part of their regular meeting. The division director responsible for this position will complete a report detailing the current state of the position. This includes any assigned duties and tasks as well as the total compensation package. The report requires the director to identify possible alternative solutions to filling the position. This could be contracting tasks or dividing the tasks of the position into other positions, or it could be that the program would cease to exist. Lastly, the director makes a recommendation on what to do with the vacant position. Should it be filled? Should an alternative be selected? The SMT reviews this information and provides input to the City Manager who then makes the decision on what to do moving forward.

Mt. Pleasant

[meet here]

Paragraph 3- Are there examples of other municipalities in Michigan which have moved their Public safety division away from 'defined benefit plans' towards 'defined contribution plans'?

- Yes, there are a lot of them. To name a few: Grand Blanc, Port Huron, Lexington, Eaton Rapids, Kentwood, Brown City, Fremont, Isabella County, Muskegon, and Sparta.

Mt. Pleasant
[meet here]

Paragraph 4- Did we receive any feedback on our declined application for State Bond funds for the WTP besides the program exceeded funding?

- Yes. Keep in mind that this was the case at the time the budget report was written. The City has been approved for funds through the Drinking Water Revolving Loan Fund (DWRLF) Program for 2025.
- The State awarded more points in the last round due to the City's updated Wellhead Protection Plan.

Mt. Pleasant
[meet here]

Paragraph 6- Under what program or portion of the State's budget did we receive the \$800,000 allocation?

- SB 747, Section 1050c(8b) – found on page 259
 - “\$816,000.00 shall be awarded to support a road project located in a city with a population between 21,600 and 21,700 in a county with a population between 64,000 and 65,000 according to the most recent federal decennial census.”

Mt. Pleasant
[meet here]

Pg III Paragraph 3- PEAK, can you elaborate further on the actions which have been taken to maintain the fund balance for the program?

- Staff contacted every family that qualifies for assistance through the Michigan Department of Health and Human Services (MDHHS). The MDHHS program increased revenue into the program as these payments are higher than the previous scholarship rate program.
- Field trips had previously been expanded as new Federal money came into the program during the pandemic. Staff reduced the field trips to match what was offered pre-pandemic.
- Federal funds also required the distribution of bonuses to be part of the program. The requirement has ended as have the bonus payments.
- The summer program was expanded to an 8-week program (previously 6-weeks) to streamline registration and make staffing more efficient.
- Staff has applied for 2% funding for PEAK as well as a Michigan Out of School Time Grant. Staff anticipates that we will be notified of potential funding this month.

Mt. Pleasant

[meet here]

Paragraph 4- Can you elaborate on those MI tax tribunal cases? How many and how long they've been ongoing and their impact on tax revenue?

- MTT case information provided in a separate handout.

Pg IIV Paragraph 2- What kind of benefits should the city and residents expect to see from Radio reads? With live time tracking is it possible we could move to some kind of graduated fee system?

- **Staffing:** Radio reads will bring down the annual cost of staffing. The City has struggled to maintain a staff of meter readers and at times, has had to rely on more expensive full – time specialized labor to complete this task.
- **Maintenance:** Over time radio reads will help us to keep cost under control for maintenance. Staff anticipates that some of the more maintenance intensive elements of our current meters will no longer be required with the cellular meters.
- **Real Time Tracking:** A more immediate benefit for residents will be the ability to track water usage at a more granular level. Residents can use an online interface to track water usage. This usage can alert a resident of a possible water leak. The current system provides this information only when meters are read on a monthly basis.
- **Graduated Fee System:** It is possible. However, industry best practices indicate that less complicated fee structures are easier to administer and more predictable for budgeting purposes. The cost associated with water production and distribution are being captured by our current fee structure.

Mt. Pleasant
[meet here]

Pg. 4 Public Safety consistently utilizes the largest portion of the general fund out of all divisions- is this consistent with other communities of comparable size? Is this connected to Public Safety having the largest portion of staff?

- Yes. It is very common for a community's General Fund to spend 50% of expenditures on public safety services. The amount of staff directly correlates to the cost of these services.

Pg 7 Explain the difference between Principal & Non-principal residence dwellings.

- Pursuant to MCL 211.7dd (c), "principal residence" means the place where an owner of the property has his or her true, fixed, and permanent home to which, whenever absent, he or she intends to return and that shall continue as a principal residence until another principal residence is established.
- A non-principal residence is a residence where the owner of the property does not have their permanent home. Examples include rental properties, short-term vacation homes, or properties that are owned but not lived in.

Mt. Pleasant
[meet here]

(Pg. 7 Continued) What is the average dollar amount paid by City Residents to support all millages levied? (Mean & mode)

- Each mill raises \$1 for every 1,000 of the property's taxable value (TV). For example, the total 2024 levied millage for non-homestead real property is 63.3835 (\$63.38/1,000 TV), and 45.3835 for those with a principal residence exemption from school operating (\$45.38/1,000 TV).
- The City has 5,147 parcels of Real Property billed for a base total of \$28,810,774.16. That calculates to an average of \$5,597.59/parcel.
 - Note real property includes commercial, industrial, and agriculture as well.

Mt. Pleasant
[meet here]

(Pg. 7 Continued) If the road patrol millage passes, what would the impact on the average City resident look like? If it passes, the millage is expected to raise an estimated \$3,737,196.00 in the first calendar year of the levy. What portion of that would be carried by City Residents?

- The proposed road millage of 1.45 (i.e. \$1.45/1,000 TV), will generate an estimated total of \$827,132 from Real Properties within the City according to the estimated 2025 property tax values.
 - Note that this is real property and includes commercial and industrial.

Pg 10 Bullet point 9- What is the estimated cost of the GKB Trail extension? If grant funding is approved, how much ARPA funding would remain?

- Estimated cost for the 2025 project is \$1.3 million.
- Potential grant funding could lessen the local cost by \$600,000. This savings could impact the City and Union Township contribution. More discussion would take place between the City and Union Township on the apportionment.

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[meet here]

(Pg. 10 Continued) Bullet point 11 “Reimbursements increased for Union Twp portion of GKB trail extension project”, reimbursements paid from Union Twp to the City, or the City to Union Twp?

- From Union Township to the City
 - The Union Township Board has approved a contribution to the project of \$375,000.

Pg 12 Property Taxes: Abated property- could you further define this revenue source and the jump in revenue from 2022 to 2023? Interest & Penalty on Taxes- could you further define this revenue source and the jump in revenue from 2024 to proposed 2025?

- Abated property provides a total for real property with some form of abatement such as a Brownfield Redevelopment. The shift in revenue is due to the construction of Broadway Lofts which has an abatement.
- Staff is reviewing the interest and penalties and will need to discuss this at a later date.

Mt. Pleasant
[meet here]

Pg 13 Could you elaborate on the spike in General Fund Total Revenue in 2024 and the additional funding sources which caused that spike?

- State Grants - \$467k for Town Center and Parking Lot 3 (ARPA recognition).
- Reimbursements - Public Safety Stipend \$48k(grant) MMRMA Net Asset Distribution \$88k (insurance).

Next Steps

- Work Sessions
 - October 28: Commissioner Questions
- Public Hearing November 11
- Budget Adoption by last meeting of the year

ENTIRE TRIBUNAL

Docket Number	Parcel Number	Petitioner	Year	City AV	City TV	Petitioner AV	Petitioner TV	Potential Loss of Taxable Value	Actual Loss of Taxable Value	MTT DECISION OR STIP	Tax Capture District	Answer Due	Answer Filed	Comment / Disposition	Valuation Disclosure Due	Hearing Date or Stipulation Filed	Date Proposed Judgment Rec'd	Date FINAL Jgmt Rec'd
22-001935	000-09460	D&D Real Estate	2022	\$ 957,400	\$ 957,400	\$ 670,000	\$ 670,000	\$ 287,400						Answer Filed	3/20/2023	June 16, 2023		
22-001604	000-15307	Meijer Inc.	2022	\$ 8,538,300	\$ 4,455,164	\$ 3,200,000	\$ 3,200,000	\$ 1,255,164						Answer Filed				
22-001064	890-00005	UPOC LLC	2022	\$ 2,912,700	\$ 1,767,265	\$ 1,200,000	\$ 1,200,000	\$ 567,265	\$ 267,265	\$ 1,500,000				Answer Filed	2/1/2023	1-May-23		
22-000892	000-01073	West Campus Village-East	2022	\$ 1,248,300	\$ 1,248,300	\$ 763,500	\$ 763,500	\$ 484,800						Answer Filed	2/16/2023	May 16, 2023		
	000-01091			\$ 1,057,900	\$ 662,811	\$ 646,500	\$ 646,500	\$ 16,311										
	000-01093			\$ 801,100	\$ 606,551	\$ 490,000	\$ 490,000	\$ 116,551										
22-000883	000-16649	Polo Village, LLC	2022	\$ 3,204,000	\$ 3,198,897	\$ 2,250,000	\$ 2,250,000	\$ 948,897						Answer Filed	2/16/2023	May 16, 2023		
22-000881	000-17103	Southpoint Village, LLC	2022	\$ 2,309,900	\$ 2,309,900	\$ 1,750,000	\$ 1,750,000	\$ 559,900						Answer Filed	2/16/2023	16-May		
22-001007	000-14104	Campus Edge Central, LLC	2022	\$ 294,500	\$ 294,500	\$ 162,500	\$ 162,500	\$ 132,000						Answer Filed	2/16/2023	May 16, 2023		
22-01695	000-15170	Walgreen	2022	\$ 1,243,600	\$ 983,681	\$ 750,000	\$ 750,000.00	\$ 233,681						Answer Filed				
22-001752	000-1730	West Point Village	2022	\$ 7,329,400	\$ 6,327,125	\$ 2,500,000	\$ 2,500,000	\$ 3,827,125						Answer Filed				
22-001763	16926	Yorkshire Commons	2022	\$ 3,368,800	\$ 1,936,875	\$ 850,000	\$ 850,000	\$ 1,086,875						Answer Filed				
					\$ 24,748,469			\$ 9,515,969										

SMALL CLAIMS DIVISION

Parcel Number	Petitioner	Year	City AV	City TV	Petitioner AV	Petitioner TV	Potential Loss of Taxable Value	STIPULATION Actual Loss of Taxable Value	MTT DECISION OR STIP	Tax Capture District	Comment / Disposition	Hearing Date or Stipulation Filed	Date Proposed Judgment Rec'd	Date FINAL Jdmt Rec'd
00-06133	Zhenyu Huang	2022	\$ 170,500	\$ 167,804	\$ 142,500	\$ 142,500	\$ 25,304				Answer Filed	8/30/2022		9/13/2022
							\$ -	\$ -						
							\$ -	\$ -						

ENTIRE TRIBUNAL

Docket Number	Parcel Number	Petitioner	Year	City AV	City TV	Petitioner AV	Petitioner TV	Potential Loss of Taxable Value	Actual Loss of Taxable Value	MTT DECISION OR STIP	Tax Capture District	Answer Due	Answer Filed	Comment / Disposition	Valuation Disclosure Due	Hearing Date or Stipulation Filed	Date Proposed Judgment Rec'd	Date FINAL Jgmt Rec'd
23-000510	000-01824	High Tide LLC	2023	\$ 476,000	\$ 476,000	\$ 283,000	\$ 283,000	\$ 193,000	\$ 476,000				5/3/2023	Answer Filed				
23-000513	000-16752	Fast Casual LLC	2023	\$ 954,100	\$ 754,982	\$ 375,000	\$ 375,000	\$ 379,982	\$ 754,982				5/3/2023	Answer Filed				
23-001120	000-08778	MDC Coast 7 LLC	2023	\$ 344,300	\$ 337,470	\$ 219,170	\$ 219,170	\$ 118,300	\$ 337,470									
23-001200	000-18329	M&L Property Investments	2023	\$ 590,700	\$ 548,600	\$ 337,500	\$ 337,500	\$ 211,100	\$ 548,600									
23-001255	000-08564	KAH VI LLC	2023	\$ 414,700	\$ 414,700	\$ 210,000	\$ 210,000	\$ 204,700	\$ 414,700									
23-001385	000-10321	United Apts MMI LLC Douglas St	2023	\$ 202,000	\$ 202,000	\$ 102,000	\$ 102,000	\$ 100,000	\$ 202,000									
23-001388	000-10309	United Apts MMI LLC	2023	\$ 264,900	\$ 247,936	\$ 120,000	\$ 120,000	\$ 127,936	\$ 247,936									
23-001391	000-01083 000-01075	West Campus Village West LLC	2023	\$ 1,619,200 \$ 614,200	\$ 1,333,776 \$ 614,200	\$ 1,000,000 \$ 400,000	\$ 1,000,000 \$ 400,000	\$ 333,776 \$ 214,200	\$ 1,333,776 \$ 614,200									
23-001407	000-17110	MP Shopping Center	2023	\$ 10,560,900	\$ 5,239,144	\$ 4,200,000	\$ 4,200,000.00	\$ 1,039,144	\$ 5,239,144									
23-001422	000-16651 111-16742	Western Islands LLC	2023	\$ 1,396,000 \$ 174,100	\$ 834,095 \$ 87,856	\$ 678,530 \$ 71,470	\$ 678,530 \$ 71,470	\$ 155,565 \$ 16,386	\$ 834,095 \$ 87,856									
23-001801	000-01091 000-01093 000-01073	West Campus Village, East, LLC	2023	\$ 1,081,000 \$ 738,500 \$ 1,349,200	\$ 695,951 \$ 636,878 \$ 1,310,715	\$ 629,000 \$ 481,000 \$ 740,000	\$ 629,000 \$ 481,000 \$ 740,000	\$ 3,094,089 \$ 2,901,089 \$ 5,995,178	\$ 695,951 \$ 636,878 \$ 1,310,715									
23-001804	000-16649	Polo Village, LLC	2023	2826300	\$ 2,826,300	2000000	\$ 2,000,000	\$ 14,511,463	\$ 2,826,300									
23-001814	000-17103	Southpoint Village, LLC	2023	2132200	\$ 2,132,200	160000	\$ 160,000.00	\$ 28,904,626	\$ 2,132,200									
				\$ 25,738,300	\$ 18,692,803	\$ 12,006,670	\$ 12,006,670	\$ 57,393,452	\$ 18,692,803									

SMALL CLAIMS DIVISION

Parcel Number	Petitioner	Year	City AV	City TV	Petitioner AV	Petitioner TV	Potential Loss of Taxable Value	STIPULATION Actual Loss of Taxable Value	MTT DECISION OR STIP	Tax Capture District	Comment / Disposition	Hearing Date or Stipulation Filed	Date Proposed Judgment Rec'd	Date FINAL Jdmt Rec'd
							\$ -				Answer Filed	8/30/2022		9/13/2022
							\$ -	\$ -						
							\$ -	\$ -						

ENTIRE TRIBUNAL

Docket Number	Parcel Number	Petitioner	Year	City AV	City TV	Petitioner AV	Petitioner TV	Potential Loss of Taxable Value	Actual City Tax \$	Petitioner Tax\$	Potential Loss Tax\$	2021 Settlement Taxable Value	MTT Decision or Stipulation	Actual Loss Taxable Value	Actual Loss Tax\$
22-001935	000-09460	D&D Real Estate	2022	\$ 957,400	\$ 957,400	\$ 670,000	\$ 670,000	\$ 287,400	\$ 15,557.75	\$ 10,887.50	\$ (4,670.25)				0
22-001604	000-15307	Meijer Inc.	2022	\$ 8,538,300	\$ 4,455,164	\$ 3,200,000	\$ 3,200,000	\$ 1,255,164	\$ 72,396.42	\$ 52,000.00	\$ (20,396.42)		3,975,000	480,164	\$ (7,806.51)
22-001064	890-00005	UPOC LLC	2022	\$ 2,912,700	\$ 1,767,265	\$ 1,200,000	\$ 1,200,000	\$ 567,265	\$ 28,718.06	\$ 19,500.00	\$ (9,218.06)		1,500,000	267,265	\$ (4,345.19)
22-000892	000-01073	West Campus Village-East	2022	\$ 1,248,300	\$ 1,248,300	\$ 763,500	\$ 763,500	\$ 484,800	\$ 20,284.88	\$ 12,406.88	\$ (7,878.00)		794,000	454,300	\$ (7,386.01)
	000-01091			\$ 1,057,900	\$ 662,811	\$ 646,500	\$ 646,500	\$ 16,311	\$ 10,770.68	\$ 10,505.63	\$ (265.05)		662,811	0	\$ -
	000-01093			\$ 801,100	\$ 606,551	\$ 490,000	\$ 490,000	\$ 116,551	\$ 9,856.45	\$ 7,962.50	\$ (1,893.95)		516,100	90,451	\$ (1,470.55)
				\$ 2,517,662											
22-000883	000-16649	Polo Village, LLC	2022	\$ 3,204,000	\$ 3,198,897	\$ 2,250,000	\$ 2,250,000	\$ 948,897	\$ 51,982.08	\$ 36,562.50	\$ (15,419.58)		2,342,857	856,040	\$ (13,917.50)
22-000881	000-17103	Southpoint Village, LLC	2022	\$ 2,309,900	\$ 2,309,900	\$ 1,750,000	\$ 1,750,000	\$ 559,900	\$ 37,535.88	\$ 28,437.50	\$ (9,098.38)		1,925,000	384,900	\$ (6,257.70)
22-001007	000-14104	Campus Edge Central, LLC	2022	\$ 294,500	\$ 294,500	\$ 162,500	\$ 162,500	\$ 132,000	\$ 4,785.63	\$ 2,640.63	\$ (2,145.00)		262,500	32,000	\$ (520.26)
22-01695	000-15170	Walgreen	2022	\$ 1,243,600	\$ 983,681	\$ 750,000	\$ 750,000.00	\$ 233,681	\$ 15,984.82	\$ 12,187.50	\$ (3,797.32)		790,000	193,681	\$ (3,148.87)
22-001752	000-17300	West Point Village	2022	\$ 7,329,400	\$ 6,327,125	\$ 2,500,000	\$ 2,500,000	\$ 3,827,125	\$102,815.78	\$ 40,625.00	\$ (62,190.78)				0
22-001763	16926	Yorkshire Commons	2022	\$ 3,368,800	\$ 1,936,875	\$ 850,000	\$ 850,000	\$ 1,086,875	\$ 31,474.22	\$ 13,812.50	\$ (17,661.72)		1,906,000	30,875	\$ (501.97)
					\$ 24,748,469		\$ 15,232,500	\$ 9,515,969			\$ (154,634.50)	Worst case scenario		2,758,801	\$ (45,354.55)
Docket Number	Parcel Number	Petitioner	Year	City AV	City TV	Petitioner AV	Petitioner TV	Loss of Taxable Value	Actual City Tax \$	Petitioner Tax\$	Potential Loss Tax\$	2022 Settlement Taxable Value	MTT Decision or Stipulation	Actual Loss Taxable Value	Actual Loss Tax\$
22-001604	000-15307	Meijer Inc.	2023	\$ 8,538,300	\$ 4,918,050	\$ 3,200,000	\$ 3,200,000	\$ 1,718,050	\$ 79,918.31	\$ 52,000.00	\$ (27,918.31)		4,215,126	702,924	\$ (11,428.14)
22-01695	000-15170	Walgreen	2022	\$ 1,167,300	\$ 1,032,865	\$ 750,000	\$ 750,000.00	\$ 282,865	\$ 16,784.06	\$ 12,187.50	\$ (4,596.56)		829,500	203,365	\$ (3,306.31)
23-000510	000-01824	High Tide LLC	2023	\$ 476,000	\$ 476,000	\$ 283,000	\$ 283,000	\$ 193,000	\$ 7,735.00	\$ 4,598.75	\$ (3,136.25)	3-Jan			
23-000513	000-16752	Fast Casual LLC	2023	\$ 954,100	\$ 754,982	\$ 375,000	\$ 375,000	\$ 379,982	\$ 12,268.46	\$ 6,093.75	\$ (6,174.71)	3-Jan			