

City of Potterville - Council Agenda

Thursday, September 16, 2021 – 7:00 p.m. – Potterville City Hall, 319 N. Nelson Street

- A. Call to Order:**
- B. Pledge of Allegiance:**
- C. Roll Call:**
- D. Approval of Agenda:**
- E. Approval of Minutes:** Meeting minutes from August 19, 2021
- F. Approval of Bills:** General Bills: \$ 32,906.89 +\$15,923.67= \$48,830.56
- G. Bank Reconciliations:** August 2021 General, Tax and Payroll
- H. City Manager's Report:** Manager's report in the September 16, 2021 packet.
- I. Public Comment on agenda items:**
- J. Commission/Committee Reports:** Reports in the September 16, 2021 packet.
- K. Department Reports:** Administration- Department reports in the September 16, 2021 packet.
- L. New Business:**
 - a) Public Hearing – Adopting and Enacting a new Code of Ordinances
 - b) Resolution No. 21-0916-16 Adopting and Enacting a new Code of Ordinances
 - c) TIFA Vacant Seat Appointment call for Applicants
 - d) Asphalt Repair Contractor Bids
 - e) Resolution No. 21-0916-17 Ownership, Maintenance and Operation of Lansing Road Sidewalk and Adoption of Intergovernmental Agreement
- M. Public Comment on non-agenda items:**
- N. Communication from the Mayor and Council:**
- O. Next Meeting:** Thursday, October 21, 2021 at 7:00 p.m.
- P. Excuse absent member(s):**
- Q. Motion to Adjourn:**

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

City Council Meeting was called to order by Mayor Kring on Thursday, August 19, 2021 at 7:00 pm and the Pledge of Allegiance was recited.

Roll Call: Present: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley

Absent: None

Approval of Agenda: Motion by Member Nichols to amend the agenda to include “D” Introduction of a grass clipping ordinance. Supported by Member Potter. Vote: Ayes: 7. Nays: 0. Motion Carried (7-0). Motion by Mayor Kring to amend the agenda to include “E” Addressing how to handle Rental Fees and applications for Special Events. Supported by Member Nichols. Vote: Ayes: 7. Nays: 0. Motion Carried (7-0). Motion by Member Nichols to approve the amended agenda to include items D and E. Supported by Member Potter. Vote: Ayes: 7. Nays: 0. Motion Carried (7-0).

Approval of Minutes: Motion by Member Smalley to accept July 15, 2021 minutes. Supported by Member Rogers. Vote: Ayes: 6. Nays: 0. Abstain: Member Pulda. Motion Carried (6-0).

Approval of Bills: Motion by Member Smalley to approve payment of General Bills in the amount of \$59,610.96. Supported by Deputy Mayor Lenneman. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Approval of Bank Reconciliations: Motion by Deputy Mayor Lenneman to approve July 2021 accounts for General, Tax and Payroll. Supported by Member Potter. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

City Manager’s Report: Manager’s report is in August 19, 2021 Council packet. No Comments.

Public Comment on Agenda Items: No Public in attendance

Commission/Committee Reports: in August 19, 2021 Council packet. No verbal reports.

Department Reports: in August 19, 2021 Council packet. No verbal reports.

New Business:

Resolution No. 21-0819-13 To Approve Keps Technologies, INV’s (D/B/A ACD.NET)

Metro Act Permit: Motion made by Mayor Kring and supported by Member Nichols. Roll Call

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Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Resolution No. 21-0819-14 Introduction to Adopting and Enacting a new Code of Ordinances: Motion made by Mayor Kring and Supported by Member Nichols. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Resolution No. 21-0819-15 Ownership, Maintenance and Operation of Lansing Road Sidewalk and Adoption of Intergovernmental Agreement: Motion made by Mayor Kring and supported by Member Pulda. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Introduction of a Grass Clipping Ordinance: Motion made by Member Rogers to direct the Planning Commission and Zoning Administrator to offer some options on how to best handle the grass clippings in the road with an ordinance. Supported by Member Smalley. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Addressing How to Handle Rental Fees and Applications for Special Events: With much discussion of the process and who needs a special event permit, there was a motion made by Member Pulda to table the discussion to September 2, 2021 when they could have more information to be able to take action if needed. Supported by Member Rogers. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Public Comment on Non-Agenda Items: No public in attendance

Communications from Mayor and Council: None

Next Meeting: September 16, 2021 @ 7:00 pm.

Excuse Absent Members: None

Meeting Adjourned at 8:49 pm


Respectfully Submitted by:

Becky Dolman, City Clerk

09/02/2021 09:41 AM
User: JWest
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
Bank PR (PAYROLL ACCOUNT)
FROM 08/01/2021 TO 08/31/2021
Reconciliation Record ID: 104

GL Number	Description	Beginning Balance
750-000-001.000	CASH	1,461.23
Beginning GL Balance:		1,461.23
Add: Payroll Disbursements		1,549.40
Ending GL Balance:		3,010.63
GL Number	Description	Ending Balance
750-000-001.000	CASH	3,010.63
Ending GL Balance:		3,010.63
Ending Bank Balance:		2,971.94
	TAX	8.47
	TAX SHORTAGE	0.10
	TAXES	35.56
	TAXES	44.56
		88.69
Less: 0 AP Outstanding Checks		50.00
Less: 1 PR Outstanding Checks		
Adjusted Bank Balance		3,010.63
Unreconciled Difference:		0.00

REVIEWED BY:  _____

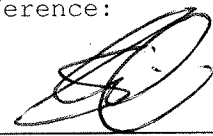
DATE: 9-3-21

09/02/2021 11:57 AM
 User: JWest
 DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
 Bank GEN (GENERAL POOLED ACCOUNT)
 FROM 08/01/2021 TO 08/31/2021
 Reconciliation Record ID: 105

GL Number	Description	Beginning Balance
101-000-001.000	CASH	602,947.56
202-000-001.000	CASH	141,602.36
203-000-001.000	CASH	18,922.44
208-000-001.000	CASH	15,893.52
370-000-001.000	CASH	
401-000-001.000	CASH	3,047.97
590-000-001.000	CASH	59,089.06
590-000-010.000	CASH IN BANK - BOND RESERVE	215,300.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	103,131.00
591-000-001.000	CASH	599,308.54
591-000-010.000	CASH IN BANK - BOND RESERVE	121,340.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	230,531.00
598-000-001.000	CASH	2,504.65
641-000-001.000	CASH	20,250.60
Beginning GL Balance:		2,133,868.70
Add: Cash Receipts		194,389.73
Less: Cash Disbursements		(47,623.46)
Less: Payroll Disbursements		(67,841.94)
Add: Journal Entries/Other		102,450.16
Ending GL Balance:		2,315,243.19

GL Number	Description	Ending Balance
101-000-001.000	CASH	717,454.57
202-000-001.000	CASH	162,853.89
203-000-001.000	CASH	22,778.04
208-000-001.000	CASH	19,657.99
370-000-001.000	CASH	
401-000-001.000	CASH	3,047.97
590-000-001.000	CASH	103,393.10
590-000-010.000	CASH IN BANK - BOND RESERVE	215,300.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	103,131.00
591-000-001.000	CASH	640,612.62
591-000-010.000	CASH IN BANK - BOND RESERVE	121,340.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	230,531.00
598-000-001.000	CASH	2,438.65
641-000-001.000	CASH	(27,295.64)
Ending GL Balance:		2,315,243.19
Ending Bank Balance:		2,314,779.79
Add: Miscellaneous Transactions		1,697.58
Add: Deposits in Transit		
		08/31/2021 Deposit ID: 671 756.02
		EMPLOYEE TRANSFER DIFFERENTIAL 0.04
		756.06
Less: 10 AP Outstanding Checks		1,990.24
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		2,315,243.19
Unreconciled Difference:		0.00

REVIEWED BY: 

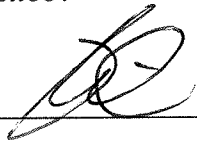
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09/02/2021 09:39 AM
User: JWest
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
Bank TAX (TAX ACCOUNT)
FROM 08/01/2021 TO 08/31/2021
Reconciliation Record ID: 103

GL Number	Description	Beginning Balance
703-000-001.000	CASH	484,722.50
Beginning GL Balance:		484,722.50
Add: Cash Receipts		270,552.35
Add: Tax Receipts		8,916.01
Less: Cash Disbursements		(468,046.36)
Add: Journal Entries/Other		44.30
Ending GL Balance:		296,188.80
GL Number	Description	Ending Balance
703-000-001.000	CASH	296,188.80
Ending GL Balance:		296,188.80
Ending Bank Balance:		291,374.33
Add: Miscellaneous Transactions		(0.60)
Add: Deposits in Transit		6,599.22
		<u>6,599.22</u>
Less: 1 AP Outstanding Checks		1,784.15
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		296,188.80
Unreconciled Difference:		0.00

08/31/2021 Deposit ID: 672

REVIEWED BY: 

DATE: 9-3-21

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 DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
 EXP CHECK RUN DATES 08/24/2021 - 09/09/2021
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

Page: 1/3

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ACE HARDWARE-GRAND LEDGE		
AUGUST	FASTNERS	49.35
TOTAL VENDOR ACE HARDWARE-GRAND LEDGE		49.35
VENDOR NAME: ALTOGAS, INC		
AUGUST	SOFTBALL COMPLEX GRILL	25.95
TOTAL VENDOR ALTOGAS, INC		25.95
VENDOR NAME: APPLIED IMAGING		
1802290	COPIER SERVICE	41.31
TOTAL VENDOR APPLIED IMAGING		41.31
VENDOR NAME: AT&T		
SEPT	PARK INTERNET 8/17 - 9/16	82.21
TOTAL VENDOR AT&T		82.21
VENDOR NAME: BOBCAT OF LANSING		
P51061	FILTER AIR	148.20
TOTAL VENDOR BOBCAT OF LANSING		148.20
VENDOR NAME: CITY OF POTTERVILLE		
SEPT	WATER BILLS	458.15
TOTAL VENDOR CITY OF POTTERVILLE		458.15
VENDOR NAME: CONSUMERS ENERGY		
SEPT	SERVICE JULY 26 - AUG 23, 2021	6,348.67
AUGUST	SERVICE 8/1/-8/31/2021	2,135.96
TOTAL VENDOR CONSUMERS ENERGY		8,484.63
VENDOR NAME: D & L FUELS		
AUG	FUEL	1,139.95
TOTAL VENDOR D & L FUELS		1,139.95
VENDOR NAME: DELAU FIRE SERVICES		
359535	ABC RECHARD	40.00
TOTAL VENDOR DELAU FIRE SERVICES		40.00
VENDOR NAME: DELTA DENTAL		
08/27/2021	DENTAL BENEFITS 9/1 - 9/30/2021	825.00
TOTAL VENDOR DELTA DENTAL		825.00
VENDOR NAME: DORNBOS SIGN & SAFETY INC.		
INV57400	RESTRICTED AREA SIGN	30.55
TOTAL VENDOR DORNBOS SIGN & SAFETY INC.		30.55
VENDOR NAME: ETNA SUPPLY COMPANY		
S104183201.001	PARTS	18.00
TOTAL VENDOR ETNA SUPPLY COMPANY		18.00
VENDOR NAME: FOSTER SWIFT COLLINS & SMITH		
815072	GENERAL & PROSECUTIONS	1,127.50
TOTAL VENDOR FOSTER SWIFT COLLINS & SMITH		1,127.50
VENDOR NAME: GORDON'S FOOD SERVICE		
809227453	RETURN RETURNED PRODUCTS	(89.98)
809227453	CONCESSIONS	665.34
808200938	CONCESSIONS	89.94
809227455	CONCESSIONS	11.45
809227952	CONCESSIONS	217.80
TOTAL VENDOR GORDON'S FOOD SERVICE		894.55
VENDOR NAME: GRANGER CONTAINER SERVICE, INC		
22807745	TRASH REMOVAL	237.32
TOTAL VENDOR GRANGER CONTAINER SERVICE, INC		237.32
VENDOR NAME: HUTSON, INC		

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Page: 2/3

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: HUTSON, INC		
AUGUST	PARTS	114.95
TOTAL VENDOR HUTSON, INC		114.95
VENDOR NAME: JOHNSON, YOLANDA		
09/09/2021	UB refund for account: FOLK-000326-0000	20.24
TOTAL VENDOR JOHNSON, YOLANDA		20.24
VENDOR NAME: KENNEDY INDUSTRIES INC.		
626441	WWTP AND WEST SIDE PS, FIELD SERVICE	1,323.00
626413	AND PREVENTATIVE MAINTENANCE SUNSET STATION, FIELD SERVICE, SANITARY	1,652.50
TOTAL VENDOR KENNEDY INDUSTRIES INC.		2,975.50
VENDOR NAME: LEXISNEXIS COPLOGIC SOLUTIONS, INC		
808229-20210731	CITATION SUPPORT & MAINTENANCE POLICE CAR	938.10
TOTAL VENDOR LEXISNEXIS COPLOGIC SOLUTIONS, INC		938.10
VENDOR NAME: MICHIGAN CAT		
SD12553380	SERVICE CALL FOR ENGINE AND HYDRAULICS OVERHEAT	731.58
TOTAL VENDOR MICHIGAN CAT		731.58
VENDOR NAME: MICHIGAN DEPT OF ENVIRONMENTAL		
761-10627597	WATER TESTS	255.00
TOTAL VENDOR MICHIGAN DEPT OF ENVIRONMENTAL		255.00
VENDOR NAME: MICHIGAN RURAL WATER		
2020-00882	OPERATOR SERVICES 5/12/21	225.00
TOTAL VENDOR MICHIGAN RURAL WATER		225.00
VENDOR NAME: PAKKALA AUTOMOTIVE		
19266	CHECK AC	384.28
19340	FUEL PUMP	740.06
19640	CRANKSHAFT LEAKING	981.46
TOTAL VENDOR PAKKALA AUTOMOTIVE		2,105.80
VENDOR NAME: PETTY CASH		
JULY-AUG	STRAW, POSTAGE, UPMPFIRE FEES, SWING PARTS	93.58
TOTAL VENDOR PETTY CASH		93.58
VENDOR NAME: PHP		
08/27/2021	MEDICAL BENEFITS 9/1 - 9/30/2021	4,851.83
TOTAL VENDOR PHP		4,851.83
VENDOR NAME: PIONEER MANUFACTURING COMPANY		
INV802456	GAME DAY AEROSOL WHITE 12/CS	434.00
TOTAL VENDOR PIONEER MANUFACTURING COMPANY		434.00
VENDOR NAME: PLERUS		
14319	QVF VOTER ID CARD, MASTER CARDS, AV APPLICATION ENVELOPES	121.21
14342	ABSENT VOTER RETURN ENVELOPS PRINTING	32.75
TOTAL VENDOR PLERUS		153.96
VENDOR NAME: PRESTON COMMUNITY SERVICES LLC		
SEPT	SERVICES FOR AUGUST 1-31, 2021	1,333.33
TOTAL VENDOR PRESTON COMMUNITY SERVICES LLC		1,333.33
VENDOR NAME: QUILL CO		
19068465	PAPER, LEGAL PADS, TONER	230.57
TOTAL VENDOR QUILL CO		230.57

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 DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
 EXP CHECK RUN DATES 08/24/2021 - 09/09/2021
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
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Page: 3/3

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: SCHAFFER'S INC		
38474	BLOND PINE TO LAKE ALLIANCE	750.00
TOTAL VENDOR SCHAFFER'S INC		750.00
VENDOR NAME: STATE OF MICHIGAN (E)		
551-590551	TOKEN FEE FROM 7/1/2021 -9/30/2021	33.00
TOTAL VENDOR STATE OF MICHIGAN (E)		33.00
VENDOR NAME: THE COUNTY JOURNAL		
235915	PROPOSED ORDINANCE	240.22
TOTAL VENDOR THE COUNTY JOURNAL		240.22
VENDOR NAME: THE PARTS PLACE-CHARLOTTE		
JULY	STATEMENT	24.63
TOTAL VENDOR THE PARTS PLACE-CHARLOTTE		24.63
VENDOR NAME: UNITED STATES POST OFFICE		
SEPT 2021	AUGUST 2021 USAGE	194.03
SEPT	POSTAGE FOR ELECTION	426.00
TOTAL VENDOR UNITED STATES POST OFFICE		620.03
VENDOR NAME: UNUM LIFE INSURANCE		
08/27/2021	SHORT/LONG TERM DISABILITY INSURANCE AUG 1-31, 2021	260.68
TOTAL VENDOR UNUM LIFE INSURANCE		260.68
VENDOR NAME: VERIZON WIRELESS		
AUG	CELL PHONE SERVICE FROM 8/2/2021- 9/1/2021	466.77
TOTAL VENDOR VERIZON WIRELESS		466.77
VENDOR NAME: VISION SERVICE PLAN		
08/27/2021	VISION	130.20
TOTAL VENDOR VISION SERVICE PLAN		130.20
VENDOR NAME: WILLIAMS & WORKS		
92757	2021 ROAD MAINTENANCE (CRACK FILL)	1,013.36
92752	WWTF ACCESS ROAD	67.50
92749	MISC. PROJECTS ENGINEER OF RECORD	1,234.39
TOTAL VENDOR WILLIAMS & WORKS		2,315.25
GRAND TOTAL:		32,906.89

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ALL-STAR FLEET SERVICES, LLC		
1157-21	GRADE LAKE ALLIANCE	1,250.00
TOTAL VENDOR ALL-STAR FLEET SERVICES, LLC		1,250.00
VENDOR NAME: BOBCAT OF LANSING		
W17151	SERVICE	417.70
TOTAL VENDOR BOBCAT OF LANSING		417.70
VENDOR NAME: BUILD MASTERS RENTAL LLC		
5011	CAT D4K DOZER 8/20-8/27/21 RENTAL	1,825.00
TOTAL VENDOR BUILD MASTERS RENTAL LLC		1,825.00
VENDOR NAME: CARDMEMBER SERVICE		
AUG	SWING PARTS, PLAYGROUNGD EQUIP, POSTAGE, SHREDDER, FOOTBALLS, OFFICE	2,293.42
TOTAL VENDOR CARDMEMBER SERVICE		2,293.42
VENDOR NAME: CINTAS CORPORATION #725		
AUGUST	UNIFORMS	195.08
TOTAL VENDOR CINTAS CORPORATION #725		195.08
VENDOR NAME: DUROTECH AUTOMOTIVE		
41599	2020 FORD POLICE TIRES	754.02
41598	STARTER 2017 DODGE CHARGER	261.83
TOTAL VENDOR DUROTECH AUTOMOTIVE		1,015.85
VENDOR NAME: ENVIRONMENTAL CONSULTING & TECHNOLO		
214480	SUNSET HILLS PARK APP	236.25
TOTAL VENDOR ENVIRONMENTAL CONSULTING & TECHNOLO		236.25
VENDOR NAME: ETNA SUPPLY COMPANY		
S104207335.002	STRAW MAT, FABRIC, WOOD PEGS	1,582.50
TOTAL VENDOR ETNA SUPPLY COMPANY		1,582.50
VENDOR NAME: FIRST ADVANTAGE LNS		
2500912108	TESTING	115.57
TOTAL VENDOR FIRST ADVANTAGE LNS		115.57
VENDOR NAME: GORDON'S FOOD SERVICE		
809228044	CONSESSIONS	101.43
TOTAL VENDOR GORDON'S FOOD SERVICE		101.43
VENDOR NAME: LMATT VANDERMOERE		
FLAG FOOTBALL	REFUND	45.00
TOTAL VENDOR LMATT VANDERMOERE		45.00
VENDOR NAME: MENARDS-LANSING WEST		
24469	SHELVING	91.75
25013	TROWEL, ADHESIVE, WASHER, LOCTITIE ADHESIVE,	302.88
24952	PAINTER BRUSH, CABLE CLAMP, CABLE, 1X8- 8'	67.93
TOTAL VENDOR MENARDS-LANSING WEST		462.56
VENDOR NAME: QUILL CO		
19249969	WATER FILTER	31.65
19242102	INK AND LABELS	304.46
TOTAL VENDOR QUILL CO		336.11
VENDOR NAME: RICHARD BERRY		
AUG	POLICE SHREDDER	355.98
TOTAL VENDOR RICHARD BERRY		355.98
VENDOR NAME: SCHAFER'S INC		
38698	CUSHION WOOD AND DELIVERY	420.00

09/16/2021 01:59 PM
User: RDOLMAN
DB: Pottersville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
EXP CHECK RUN DATES 09/10/2021 - 09/17/2021
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Page: 2/2

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: SCHAFFER'S INC		
	TOTAL VENDOR SCHAFFER'S INC	420.00
VENDOR NAME: VERIZON WIRELESS		
AUG 6	SERVICE FOR 8/6-9/5/2021	39.02
	TOTAL VENDOR VERIZON WIRELESS	39.02
VENDOR NAME: WOW!BUSINESS		
SEPT	9/6/-10/05/2021 PHONES	632.20
	TOTAL VENDOR WOW!BUSINESS	632.20
VENDOR NAME: WRIGHT WAY TREE CO		
955	TREE REMOVAL, STUMP GRINDING	4,600.00
	TOTAL VENDOR WRIGHT WAY TREE CO	4,600.00
GRAND TOTAL:		15,923.67

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
 Fax: (517) 645-7810 ♦ www.pottervillemi.org

September 16, 2021

To: City Council
From: Aaron Sheridan, City Manager
Subject: Manager's Report

Please review my report items this month and let me know if you have questions or comments. Thank you.

1. Covid-19 Protocols and Eaton County Health Code guidelines unfortunately resulted in shorthanded staff "in the field" last week - but I'm proud to report that your employees responded well, and avoided a potentially large-scale exposure of the Covid-19 disease amongst your public (including Council Member(s)). They did so while *also* avoiding serious interruptions or shutdowns of City services that are prevalent in other Cities and other levels of government. Two years ago, prior to hires in personnel, improvements in Administration technology, implementation of personnel policies, this would not have been possible in Potterville without a disregard for safe workplace practices and health of your public. I continue to ask residents and council for patience while dealing with Covid-19 issues and personnel absences. Wherever the issue may fall on a political spectrum, I can report that Covid-19 is a very real issue that will continue to impact projects and services in local government – whether we want it to or not. Please be patient. To date, the city and its staff have done extremely well maintaining normalcy during these times, and it will continue to do its best as it moves into the Fall months of 2021. Upon request I'd be happy summarize numerous reports and narratives from your staff that lists your most recent grant acquisitions, special events, festivals, capital improvements and other advances in services that have been completed and/or are underway during the Covid-19 era. All of this is indicative of the hard work and dedication of your city staff and volunteers.

2. Council has its Public Hearing regarding Regulatory Code Codification and Resolution of Adoption of Codified Code on the agenda. Copies of Code proofs, strikethroughs w/ author change list and comments have been dispersed to Council and made available to the public for review. Legal Notice has been made for Council to hold the public hearings as required by City Charter. If Council approves the Resolution of Adoption, it may direct the Clerk to publish the legal Notice of Adoption with Ordinance in the City's legal newspaper circulation. Remaining steps to adopt a Codified Code of Ordinance are as follows:

- a) Public Hearing to be held September 16th at 7:00 pm during Council's regular meeting.
- b) Regular Council Meeting September 16th at 7:00 pm – includes Resolution to Adopt Ordinance with "Exhibit A" Ordinance to Adopt and Enact new Code.
- c) Publish Notice of Adoption and Ordinance on September 25th after the documents are sent to paper September 20th if/when Resolution adopts Ordinance on the September 16th regular meeting.
- d) Adopted Ordinance would take effect 30 days after September 25th on the October 26th.

2.b The Benton Charter Township Board of Trustees will be considering the City's Intergovernmental Agreement for ownership and maintenance of its Lansing Road Sidewalk on the Township's regular meeting agenda, September 13th, 7:00 pm. The Township's review and possible approval of the City's Intergovernmental agreement is for Phase II of the Lansing Road Sidewalk project and was requested by the Eaton County Road Commission. The Agreement is a condition of an Eaton County Road Commission permit for sidewalk's construction that is planned to be constructed in the Lansing Road right of way. It has been drafted by City's legal counsel and would, in effect, re-affirm in writing the City's perpetual ownership, responsibility and maintenance of its sidewalk that would exist within the right-of-way. Timing of the Township Board's regular meeting is beneficial, as it allows for Council to consider readoption of the Agreement version with any changes as proposed by the Benton Charter Twp Board of Trustees. At the request of Township Supervisor Gary Suits, I'll be in attendance of the Township Board's meeting on the 13th and will follow up with City Council. Feedback regarding the Agreement from Supervisor Suits has been positive, and I'm looking forward to completing this step in the project. The Lansing Road Sidewalk Phase II

City of Potterville

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plans are available on line at <https://williams-works.com/wp-content/uploads/2021/09/TIFA-Sidewalk-Phase-2-Construction-Bid-Plans-Sealed.pdf>

3. Asphalt patching is planned for this month pending approval of bid estimates from Capital Asphalt or Temco, Inc. The scope of work is for sectional replacement of damaged/worn asphalt in the large parking lot of City Park, Lake Alliance Non-motorized trail (south of Vermontville Hwy.) and areas of the Country Lake Sub-division. Scope of work includes removal and hauling of debris, regrade of existing gravel base for proper pitch/drainage, and roller compaction with high quality 13-A MDOT Grade hot mix asphalt. As a courtesy, I gathered itemized costs for the parking area in front of the District Library, and provided estimates to Director Stachnik. Between bids for the City's areas - the lowest price is Capital Asphalt for a total of \$17,785. The Project is planned/anticipated/adopted in the 2021-2022 Fiscal Year Budget.

4. The City received an update on its National Park Service Conversion issue August 26th, that according to Erin Campbell, DNR Recreation Grants Conversion Officer, the National Parks Service is working through the City's application that is under Federal Tribal Review. I am told the application is moving towards final sign off from the Federal Tribal Review compliance department. The tribal review is similar Michigan's Historical Preservation Office review (that the City has already completed). Again, in the words of Erin Campbell, the NPS is in the process of approving numerous grants which must be done by the end of September, so they are very busy. DNR does not have an estimated date for final approval, however it has stated that the City is in as good a place as it can be. They are confident there are no outstanding issues, and that it's just a matter of moving through NPS steps. After communicating with Erin Campbell, it seems the Conversion issue *will* be approved by the NPS – but Erin is hesitant to say when or if the DNR Grant Committee will consider the issue resolved for the City's current grant application. In the opinion of our DNR Grant Coordinator, the City has a strong application with the Recreation Passport Grant Program for Sunset Hills Park improvements. However, success will ultimately depend upon whether or not the City's long standing NPS Conversion Penalty will be resolved or considered resolved in time for the DNR Grant Committee's final scoring in October. It has been a laborious and time-consuming process to rectify this NPS Conversion, during Covid-19 conditions, as the City has been beholden to numerous State and Federal delays, office closures, and administrative timelines that are out of its control. While it is good news to hear to from Erin Campbell and receive her report, it is frustrating as a public manager to not have a final result known. I will continue to follow up with Council this issue and put in request for a timely determination from the NPS.

5. The Office of MDOT – Development Service Division has made contact with the City and has scheduled a Zoom call for September 14th to discuss the City's formal request to purchase Tract 1605 of MDOT real property (located on the corner of Sunset Drive and Hartel Road). I anticipate after this call; I should be able know enough from MDOT regarding a possible/tentative sale price that could be presented to City Council for review in form of a land sale agreement. The city is entering into its final stages of possibly acquiring this land from MDOT, should the State agency be inclined to sell it for a fair market price. If all goes well, MDOT will finalize a draft sale agreement (with a fair market price) that could be presented to Council for action at next month's regular meeting.

6. The City's popular "Dump your Junk Event" is coming up next month October 16th from 8 am to Noon, and Notice *and* Rules for disposable items has been posted online at <https://pottervillemi.org/wp-content/uploads/2020/12/Compost-and-Recycling-Notice-1.pdf> and <https://pottervillemi.org/wp-content/uploads/2021/06/Dump-your-Junk-Rules.pdf> . This event is for City residents only and proof of residency will be required on site of the event at Lake Alliance Compost Facility (same location as Spring).

TREASURER'S REPORT
September 16, 2021

Utility bills—as of 08/31/2021 (bills due on 15th) \$43,228.26 is outstanding with \$38,365.73 over 30 days past due. Bills are due September 15th.

Water usage month of Aug (Sept billing): 4,428,571 gallons
Sewer usage month of Aug (Sept billing): 4,424,254 gallons
Ready to service charge-water: \$28,066.72
Ready to service charge-sewer: \$33,198.91
Total water and sewer billed out from 7/24-8/23/21 is \$91,739.51

Payroll month of August, 2021: \$67,841.94 (this includes all payroll taxes + MERS+ election payroll).

Tax bills are due on 9/14/21. Tax bills not paid on or before 9/14/21 will incur a 3% penalty and a 1% interest rate.

Update on the American Rescue Plan: Reports were emailed to the State of Michigan on 7/16/2021. The documents have been received by the State and are being reviewed by a 3rd party before the anticipated receipt date of funds in September. The city still anticipates receiving a total of \$288,048.00 (1/2 this year and the balance next year).

Audit for 20/21 is tentatively scheduled to start on October 11, 2021.

Matt from Michigan Rural Water has been in contact with the city regarding the water study and believes he has the documents necessary to begin. He will be spending some time here at the city to help answer questions he may have. No firm date has been set as of this moment for this to begin but we are anticipating a sooner rather than later date.

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From the Clerk's office – September 2021

In the process of preparing for the next upcoming election in November, I have been organizing and ordering the election supplies. I am thankful for the new shelving Duston installed in the supply closet to give the additional needed storage. Deb has also helped with finding room for all of the previous election storage containers to be moved to the records room. I created a very detailed checklist and order of operations document to keep on track with the many required tasks at election time. I compiled this list from several other clerks and then asked our local clerks to give their input to make sure it is a comprehensive document. All of these items will allow for better efficiency while running an election. Absentee Voter Applications were mailed out and ballots will begin to go out by September 17, 2021.

If you have an opportunity, take a look at the new City Council Minutes book. Beginning with last fiscal year 2020-2021, the minutes are in an album with archival paper. Over the last several months, I have updated and sorted the binders for Published and Posted Notices, Resolutions, Minutes and TIFA.

I try to participate on a lunch time Zoom meetings to keep current on topics such as FOIA, election updates and American Rescue Plan Act and this last month it was "completing a large FOIA". Currently, I am also preparing the Accounts Payables documents, of the last fiscal year, to be easily available for the audit in October.

If I can be of any assistance, please contact me.

Respectfully,

Becky Dolman

City of Potterville

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Field work, sketching, and data entry continues throughout the summer.

The residential sales study has been completed by county equalization. After reviewing it and comparing it to our sales records, I sent the county a few additional sales and changes. According to the revised study, there will be an approximate 7% increase in assessed value in the residential class.

Thanks,



Sarah Payton, MAAO

City of Potterville

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DPW Council report for September 2021

Good evening Council the DPW has been very busy as of lately we dug out the driveway culvert and regraded it at 610 W. Vermontville Hwy for better drainage also fixed a water turn on in the side yard of same address. We rented a dozer and cleaned up the race track area and compost area out to lake alliance this will be finished in next couple weeks and will be seeded. We have had 3 instances of vandalism at the city park we had a light torn down in the tunnel twice now we have had numerous slats in the imagination station kicked out and the fascia of the older pavilion was ripped down and picnic table was broken the last incident was caught on camera and turned over to our police department. We have had 2 large trees removed on high street and cottage street after the recent storms these trees were both removed stumps ground and we restored the yard to normal with top soil and seed. We also removed the stumps at the entrance to the city park and replaced with top soil in the area and seeded it to grade. Also removed stumps at wastewater plant by road and regraded and seeded this area also. We are in the process of pouring a new pad for the fuel tanks at our new barn behind city hall to be in compliance with all state and federal laws with new tanks that have spill recovery and double walled along with all setbacks from property edge. The water dept did our 3-year lead and copper sampling at 10 different houses in the city and the results we very good many houses read non detect for lead some were 1 billionth of a milligram which is very good these test are done every 3 years and required by EGLE. the mowing and trimming have gone very well no major breakdowns or issues. The contractor was able to come back and redesign the drain for the new sidewalk on Lansing Road at pearl street this should take care of any further issue with the drainage there. Davis construction finished up it work on the access road for the sewer manholes between the wastewater plant and sunset drive by the park all looks very nice just have a little restoration work to be done by them in coming weeks and this project will be completed. The city will now accept brush and concrete at lake alliance compost site along with leaves and grass clippings at our compost area on the back side of the lake top soil and wood chips are available to city residents as well. It has been a very busy summer with the America in bloom project the sidewalk project and the compost area clean up along with all are normal duties and the major rain event we had but we have handled it very well and my staff has done an amazing job now it's time to get ready for fall leaves and winter plowing with maintenance of the trucks leaf pick up and fall chipping all to start in October along with our city Dump your junk day on the 16th of October. if you have any question or concerns, please don't hesitate to reach out to me anytime thank you.

Parks and Recreation Department

To: City Council

Hi! This past month has been busy with getting the Flag Football season started, continuing the inventory for the concessions out at the softball complex, having wrapped up the 2021 Northern Championships for Men's Slow – pitch softball tournament, finishing up the NSA Slow – pitch 2021 season, as well as getting ready for the NSA Girl's Fastpitch 2021-2022 season to start their Fall Ball tournaments.

- Flag Football Season started (Ages 5-9)
- Continuing concession inventory
- Wrapped up the 2021 Northern Championships for Men's Slow-pitch
- Finishing up the NSA Slow-pitch 2021 season
- Getting things ready for the 2021-2022 NSA Girl's Fastpitch Fall Ball tournaments



Benton Township Fire Department

4713 Hartel Road

Pottersville, MI 48876

Business 517-645-7061 * Fax 517-645-7074

Proudly Serving Benton Township & the City of Pottersville

Monthly Report August 2021

Operational Information:

- IT evaluation & support
- Replaced the station hp Printer, the old one quit working
- Annual maintenance and service to Lifepak AED's and LUCAS Chest Compression machines
- Additional SCBA bottles sent for hydro testing
- Replaced the fan motor for the hose dryer
- August 11th & 12th storms, the month of August was extremely busy
- Football season has arrived
- Truck 200 serviced & new brakes

Training:

- Communications, radios, pagers, changed out pager batteries
- Apparatus Operation, Annual Drivers Training Re-certification

Meetings & Special Events:

- Eaton County Fire Chiefs Association
- Eaton County Central Dispatch Fire/EMS Committee
- BTFD Membership Meeting

Calls for Service (CFS):

- **Fire** – 16 City of Pottersville, 19 Benton Township, 4 Mutual Aid
- **EMS** – 23 City of Pottersville, 17 Benton Township, 51 Mutual Aid

PG	LINE/SECTION	COMMENT/CORRECTION/OTHER CHANGES
5	Sec.1-2 Def Fee Schedule	We agree to have all fee removed. I will send a copy of our very simple fee schedule. I will need to obtain approval from Council to spend the extra \$200.00 per page, I am not sure it will be approved. Could you give suggestions?
5	DIV. 2.	Change Planning Board to Planning Commission
5	Sec. 4-8	Remove animal committee
9	Div. 4.	Do not remove, please mention shall be compliant with State rules, we are going to look at a re-write of this section in the near future.
22	LN 29	Change Planning Board to Planning Commission
46	LN 29	Change the fine from \$175.00 to \$100.00
49	LN 29-35	I thought I sent something redacting the Ethics and Standards of Conduct.
57	LN 27-29	Please remove the last sentence.
58	LN 5	City Clerk should be changed to Zoning Administrator
61	LN 18	Remove Zoning Administrator
67	LN 21	Remove, "and the issuance is approved by the prosecuting attorney."
64	LN 29	Change city to county
64	LN 33-34	Remove
65	LN 2-8	Remove
66	LN 31	Remove, "or any special officers appointed by the city manager or designee"
66	LN 36	Remove the word, "sworn"
66	LN 37	Remove, "or any special officers appointed by the city council"
67	LN 27-39	Remove – addressed in building code
68	LN 2-4	Remove – addressed in building code
68	LN 11-13	Remove – addressed in building code
69	LN 28	Change City Clerk to City Police Department
69	LN 29	Change City Clerk to City Police Department
69	LN 30-32	Remove last sentence
70	PG 70-74	I would like to discuss removing the entire used motor vehicle section and have it placed in the Zoning Ordinance. Thoughts?
75	LN 3-14	Remove
76	LN 8	Change clerk to Zoning Administrator
76	LN 8	Change clerk to Zoning Administrator
76	LN 15-38	Remove
76	PG 76 – 84	I would like to discuss removing the entire used massage establishments section and have it placed in the Zoning Ordinance. Thoughts? If not then the follow are suggested
79	LN 26	Change City Clerk to Zoning Administrator
79	LN 29	Our Police Chief wants to know if we are allowed to deny application if the applicant has a felony?
79	LN 40	Change City Clerk to Zoning Administrator
79	LN 41	Change City zoning official to City Zoning Administrator
79	LN 42	Change City Clerk to Zoning Administrator
81	LN 17	Change City Clerk to Zoning Administrator
86	LN 20	Should we remove Potterville? The Fire Department is the Benton Township Fire Department.

86	LN 30	Should we remove Potterville? The Fire Department is the Benton Township Fire Department.
89	LN 35	Will these fine remain or be made part of the fee schedule?
90	LN 14	Remove township
91	LN 5	I need to find out if we have this board. I do not believe it should have the City of Potterville listed.
91	LN 27	I need to find out if we have this board. I do not believe it should have the City of Potterville listed.
91	LN 38	Really addressing the comment below the page, should we state current fire code rather than limit to a year?
92	LN 27	Not sure what the "c" is for
96	LN 26-33	Need to have further discussion with Police Chief, what is the different between how it is currently written and the MCL?
109	LN 23	Only City Police or Zoning Administrator, however don't we need a court order to remove items from a property?
111	LN 4	Change Building Inspector to Zoning Administrator
111	LN 13	Change Building Inspector to Zoning Administrator
111	LN 20	Change Building Inspector to Zoning Administrator
111	LN 28	Change Building Inspector to Zoning Administrator
111	LN 30	Change Building Inspector to Zoning Administrator
117	Footnotes	Police Chief does not wish to make these changes at this time
120	Footnotes	Police Chief does not wish to make these changes at this time
133	LN 1	Change posting closing times to dusk
133	LN 2	Remove camp area, we do not have an approved campground
137	LN 32-34	Remove everything except, "No personal shall camp within any park."
145	LN 15	Change other official designated by city council to Zoning Administrator
145	LN 28	Change other official designated by city council to Zoning Administrator
146	LN 2-16	Can we remove this? Surveys should be required.
146	LN 31-30	I would like to remove, "Unless a division creates a parcel which is acknowledged and declared to be "not a development site" under section 16-37. In addition, I would like to remove Section 16-37. Thoughts?
147	LN 2	Change other designee to Zoning Administrator
147	LN 4	Should the time frame be 45 days?
147	LN 13	Change city council to Zoning Board of Appeals
147	LN 13-14	Remove or such other body or person designated by the city council
147	LN 14-15	Remove of the council or by the designee
147	LN 15	Remove or session affording sufficient time for a 20 day written
147	LN 16-17	Remove all, will comply with notice requirements for ZBA
147	LN 19-22	Should require the deeds for proposed properties and surveys to be recorded.
147	LN 21	City Clerk should be changed to assessor or zoning administrator
148	Sec. 16-37	Can we remove this entire section?
188	Footnote 2	Police Chief does not want to include
194		Question, should we add a definition for the director of public works?
195	13	Change clerk to Director of Public Works
195	LN 25-27	The city does not install, we only inspect the contractors work after it is complete. May we change the language?

195	LN 31	Change clerk to Director of Public Works
195	LN 34-42	Remove entire section
196	LN 7	Replace The council with Only the Director of Public Works
196	LN 10	Replace employees with agents
196	LN 11	Replace water superintendent with Director of Public Works
196	LN 20	Replace council with Director of Public Works
203	Footnote	Do not change at this time, we are going to work soon, after the codification
203	LN 13	Change State Department of Environmental Quality to Department of Environment, Great Lakes, and Energy (EGLE). SUGGESTION add or equal department incase of additional name changes to said department?
205	LN 22-25	Please do not remove

City of Potterville

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 Fax: (517) 645-7810 ♦ www.pottervillemi.org

RESOLUTION NO. 21-0916-16

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 16th day of September, 2021, at 7:00 p.m.

Present:

Absent:

The following Resolution was offered by _____ and seconded by _____.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES FOR THE CITY OF POTTERVILLE

WHEREAS, the City of Potterville is authorized to adopt a Code of Ordinances under Section 5b of the Home Rule City Act, MCL 117.5b and Section 3.16(b) of the City Charter; and

WHEREAS, the City is also authorized to amend, repeal, revise, and rearrange its current ordinances through the ordinance adopting the Code, under the Home Rule City Act, MCL 117.5b; and

WHEREAS, pursuant to this authority, the City wishes to consider adopting the ordinance attached as **Exhibit A** (the "Ordinance") to establish a new Code of Ordinances for the City of Potterville.

NOW, THEREFORE, the City Council of the City of Potterville, Eaton County, Michigan resolves as follows:

1. Pursuant to Section 3.13 of the City Charter, the City introduces Ordinance No. 2021-246, an Ordinance Adopting and Enacting a New Code of Ordinances for the City of Potterville.

City of Potterville

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2. A public hearing regarding the Ordinance will be held on September 16, 2021 at 7:00 p.m. in the City of Potterville City Hall, 319 N. Nelson, Potterville, Michigan.

3. The City Clerk is directed to publish a summary of the Ordinance once in a newspaper of general circulation in the City, together with a notice setting the time and place for a public hearing on the Ordinance, which public hearing shall be held at least seven (7) days after publication.

4. A copy of the Ordinance shall be on file in the office of the City Clerk, and copies may be provided for a reasonable charge.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the September 16, 2021.

Becky Dolman

City Clerk

City of Potterville

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Fax: (517) 645-7810 ♦ www.pottervillemi.org

Exhibit A:

**CITY OF POTTERVILLE
COUNTY OF EATON, MICHIGAN**

Ordinance No. 2021-246

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF
ORDINANCES FOR THE CITY OF POTTERVILLE**

THE CITY OF POTTERVILLE HEREBY ORDAINS:

Section 1. Adoption of New Code.

The Code entitled the "Potterville City Code," published by Municipal Code Corporation, consisting of chapters 1 through 38, each inclusive, is adopted.

Section 2. Repeal.

All ordinances of a general and permanent nature enacted on or before October 26, 2019, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. Prior Repeals.

The repeal provided for in section 2 shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Penalties.

City of Potterville

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Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum amount permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city council may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Incorporation.

Additions or amendments to the Code when passed in such form as to indicate the intention of the city council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Amendments.

Ordinances adopted after October 26, 2019, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. Effective Date.

This ordinance shall take effect 30 days after adoption.

August 19, 2021

Proposal submitted to:
City Of Potterville

Contact:
Aaron



Job Number:G15801

Job Location:
Potterville

We hereby submit specification and estimates for:

Option 1- Blue area 3,200 square feet 2”

1. Mill perimeter of area
2. Broom clean and apply SS-1h bond coat
3. Place and compact 2” Hot Mix Asphalt (13A) Wearing Course

Total Cost: \$ 10,000.00

Option 2- Green area 9,500 square feet 2”

1. Mill perimeter of area
2. Broom clean and apply SS-1h bond coat
3. Place and compact 2” Hot Mix Asphalt (13A) Wearing Course

Total Cost: \$ 30,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We are fully insured; certificate will be furnished upon request. Our workers are fully covered by Workman’s Compensation Insurance.

Payment to be made as follows: **Due Upon Completion of the Job**, Visa and MasterCard accepted; a convenience fee of **2.90%** will be added to all invoices with projects of \$10,000 or Higher, paid via credit cards. A time price differential of 1.5% per month will be charged on all accounts not paid when due. Should TomCo Asphalt, Inc. initiate any action to force collection of any sums due, TomCo shall receive all costs incurred by TomCo including actual reasonable attorney fees.

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Proposal – Page Two

Job Number:G15801



Greg Andrews, Estimator/Project Manager
Email: greg@tomcoasphalt.com

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and Option's _____ are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____



3888 S. Canal Road
Lansing, MI
48917

P: 517-322-0800

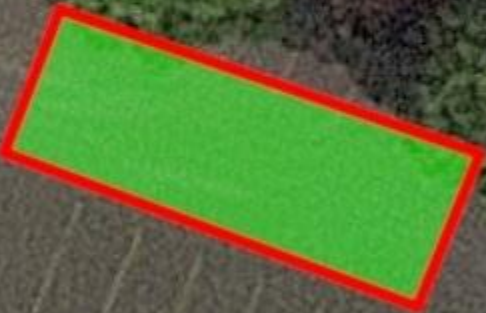
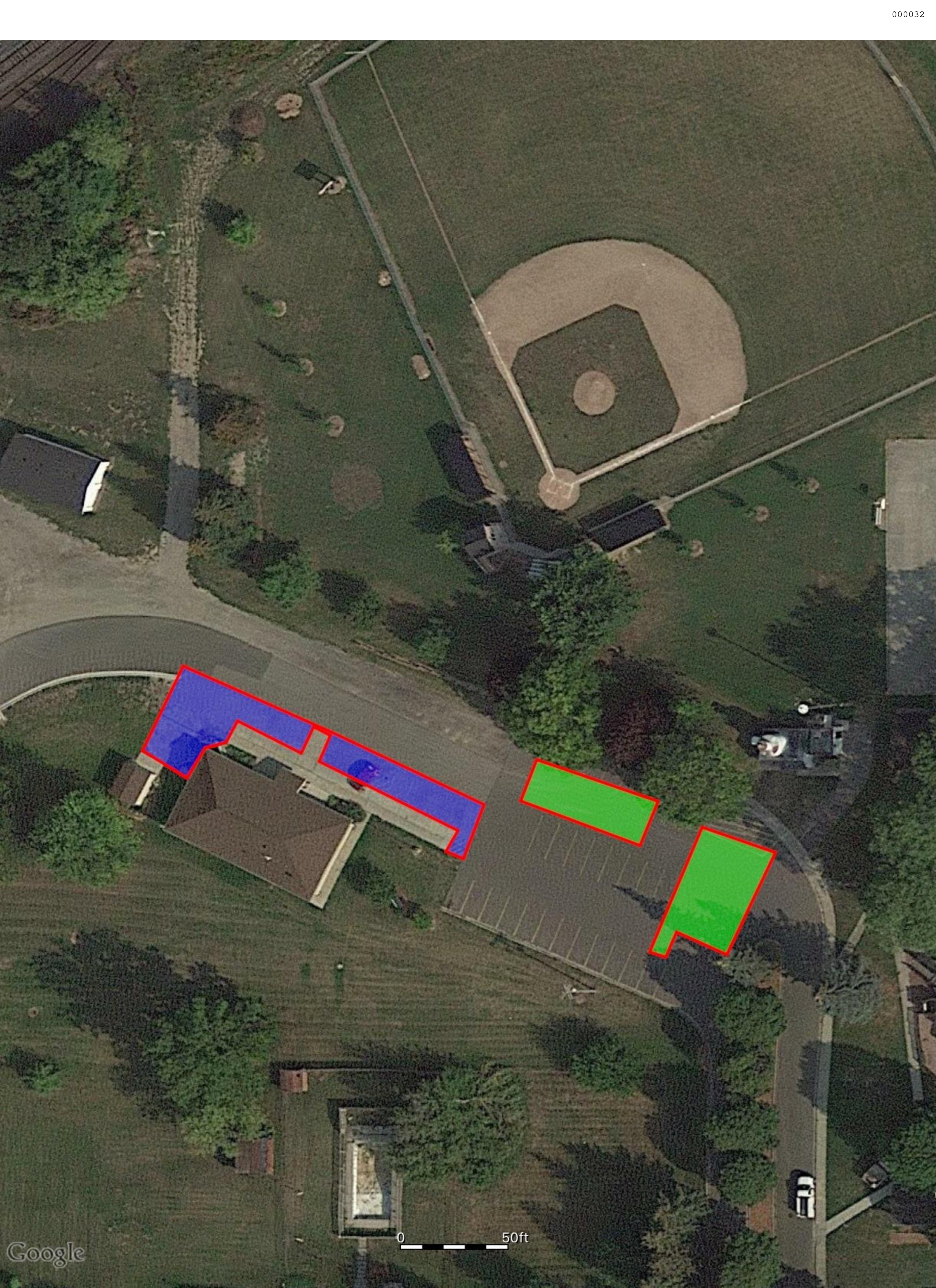
ESTIMATE

DATE:	8/20/2021
NUMBER:	

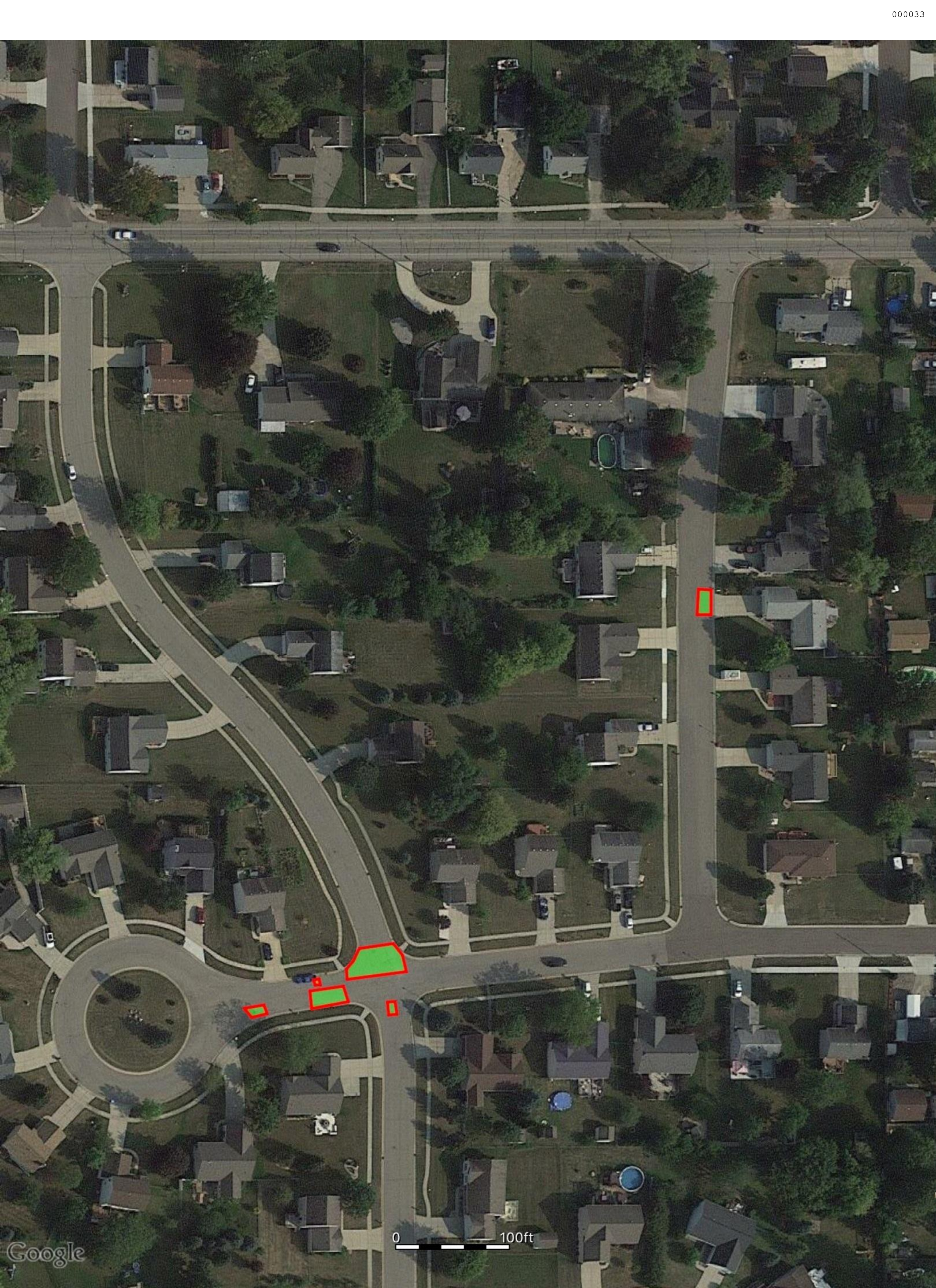
BILL TO INFORMATION		SITE INFORMATION			
RECIPIENT: City of Pottersville 319 North Nelson Pottersville, Mi. 48876		LOCATION: Library Pottersville, Mi. 48876 PHONE: 517-281-5659 zonong@pottersvillemi.org			
		SIZE	SIZE	SIZE	AMOUNT
Remove parkinglot haul all debris away.		2,807sq. Ft.			\$11,344.00
regrade existing gravel for proper pitch and drainage, compact with roller.					
Pave one 3" compacted lift of 13-A MDOT hot mix.					
Payment due upon completion of project.					
Estimate prepared is good for 30 days:		TOTAL		\$11,344.00	
		Estimator Signature:		Angie Paletti	
<u>PLEASE REVIEW THE FOLLOWING NOTES AND EXCLUSIONS:</u>					
1. TERMS: A down payment of 50% is required. Balance due upon completion. Make checks payable to Capital Asphalt LLC					
2. Miss Dig Marking: Capital Asphalt LLC is not responsible for Miss Dig marking and locating underground utilities.					
3. Permits, staking & layout: Price does not include permits, staking & layout, traffic control, or signage unless otherwise stated.					
6. Customer is responsible for applying weed killer to necessary areas prior to the commencement of work.					
7. Capital Asphalt LLC is not responsible for damage to existing concrete and/or asphalt caused by heavy equipment to access site or to perform quoted scope.					
Signature Provides Receipt of Acceptance & Acknowledgement of "NOTES and EXCLUSIONS" above and "STANDARD CONDITIONS" attached.		Printed Name:			
		Authorized Signature:			
		Date:			

STANDARD CONDITIONS

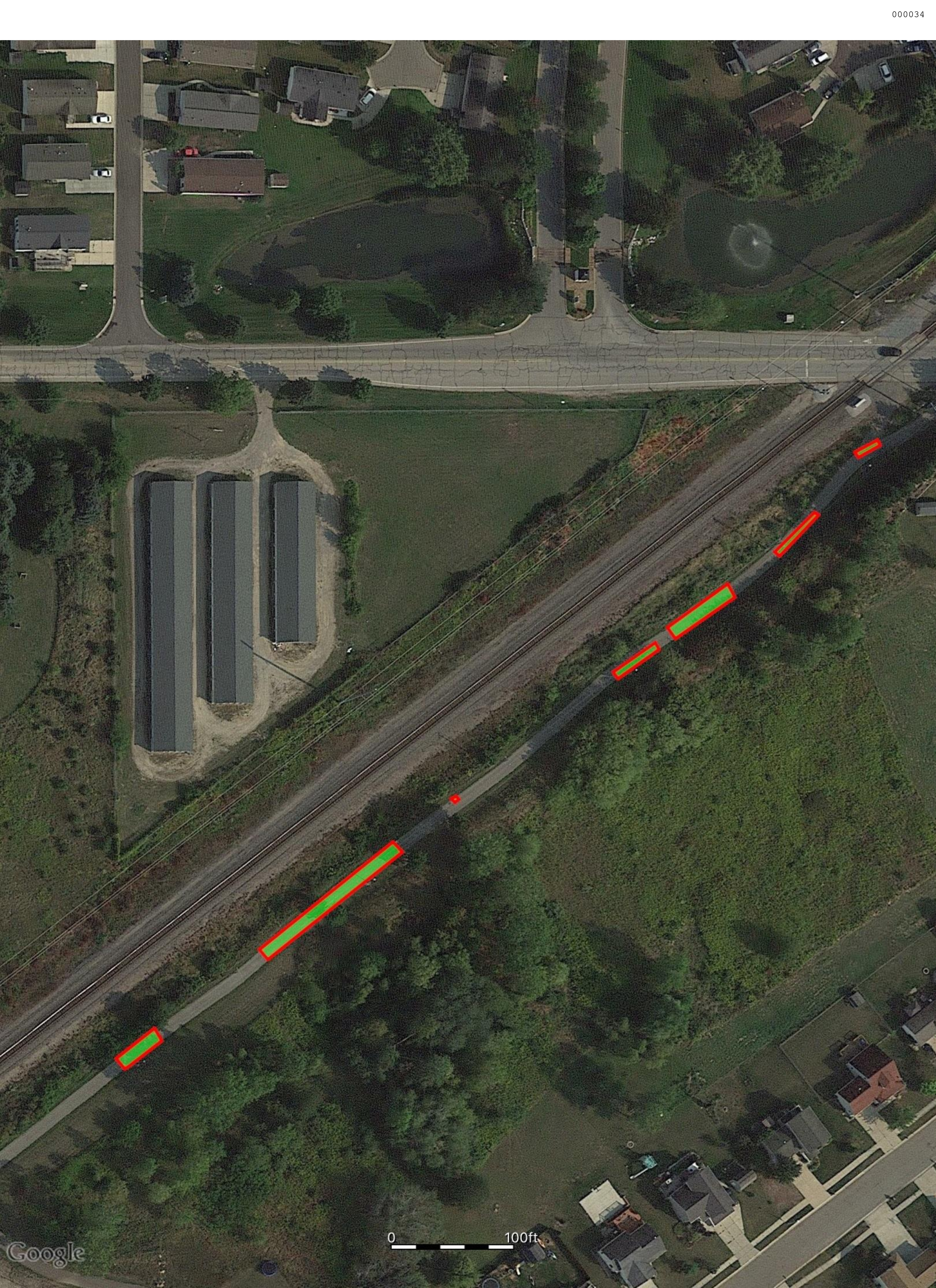
All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.



0 50ft



0 100ft



0 100ft



3888 S. Canal Road
Lansing, MI
48917

P: 517-322-0800

ESTIMATE

DATE:	8/20/2021
NUMBER:	

BILL TO INFORMATION	SITE INFORMATION
RECIPIENT: City of Pottersville 319 North Nelson Pottersville, Mi. 48876	LOCATION: parkinglot next to library Pottersville, Mi. 48876 PHONE: 517-281-5659 zoning@pottersvillemi.org

	SIZE	SIZE	SIZE	AMOUNT
Mini-Milling 2 areas down 2", hauling all debries away. Apply tackcoat to these areas. Pave one 2" compacted lift of 13-A MDOT hot mix. Areas to be paved: 1. 41'x15' 2. 6'x23', 9'x40', 21'x19', 15'x27' These areas are connected				\$5,625.00
Payment due upon completion of project.				

Estimate prepared is good for 30 days:	TOTAL	\$5,625.00
	Estimator Signature:	<i>Angie Paletti</i>

PLEASE REVIEW THE FOLLOWING NOTES AND EXCLUSIONS:

- TERMS: A down payment of 50% is required. Balance due upon completion. Make checks payable to Capital Asphalt LLC
- Miss Dig Marking: Capital Asphalt LLC is not responsible for Miss Dig marking and locating underground utilities.
- Permits, staking & layout: Price does not include permits, staking & layout, traffic control, or signage unless otherwise stated.
- Customer is responsible for applying weed killer to necessary areas prior to the commencement of work.
- Capital Asphalt LLC is not responsible for damage to existing concrete and/or asphalt caused by heavy equipment to access site or to perform quoted scope.

Signature Provides Receipt of Acceptance & Acknowledgement of "NOTES and EXCLUSIONS" above and "STANDARD CONDITIONS" attached.	Printed Name:
	Authorized Signature:
	Date:

STANDARD CONDITIONS

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

NO ORAL AGREEMENTS: It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

THICKNESS: All description of paving thickness in this proposal referred to as average. Variation in sub base and technical limitation may result in variation in thickness average. We warrant sufficient material will be used on the project to result in the average thickness named.

PROPERTY LINES: The purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event said work results in trespass on the other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such other property.

DELAYS: The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.

MINIMUM GRADE: Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 1/4 inch will be filled.

UNDERGROUND STRUCTURES: It is the Purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal, and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Purchaser.

SOIL CONDITIONS: Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Purchaser.

HIDDEN OBJECTS: Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.

ZONING REQUIREMENTS & OTHER LOCAL REGULATIONS: Contractor assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. Notwithstanding, that such work might be deemed to violate any ordinance, zoning regulations, or other law. The Purchaser shall nevertheless be obligated to pay for work performed as ordered.

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SERVICE CHARGES: A SERVICE CHARGE OF 1.5% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and attorney fees.

ENVIRONMENTAL ISSUES: Purchaser agrees to defend, indemnify, and hold harmless Capital Asphalt LLC, its officers and employees from any claim arising from any violation of an environmental law, regulation, or policy.

INITIAL FOR ACCEPTANCE: _____

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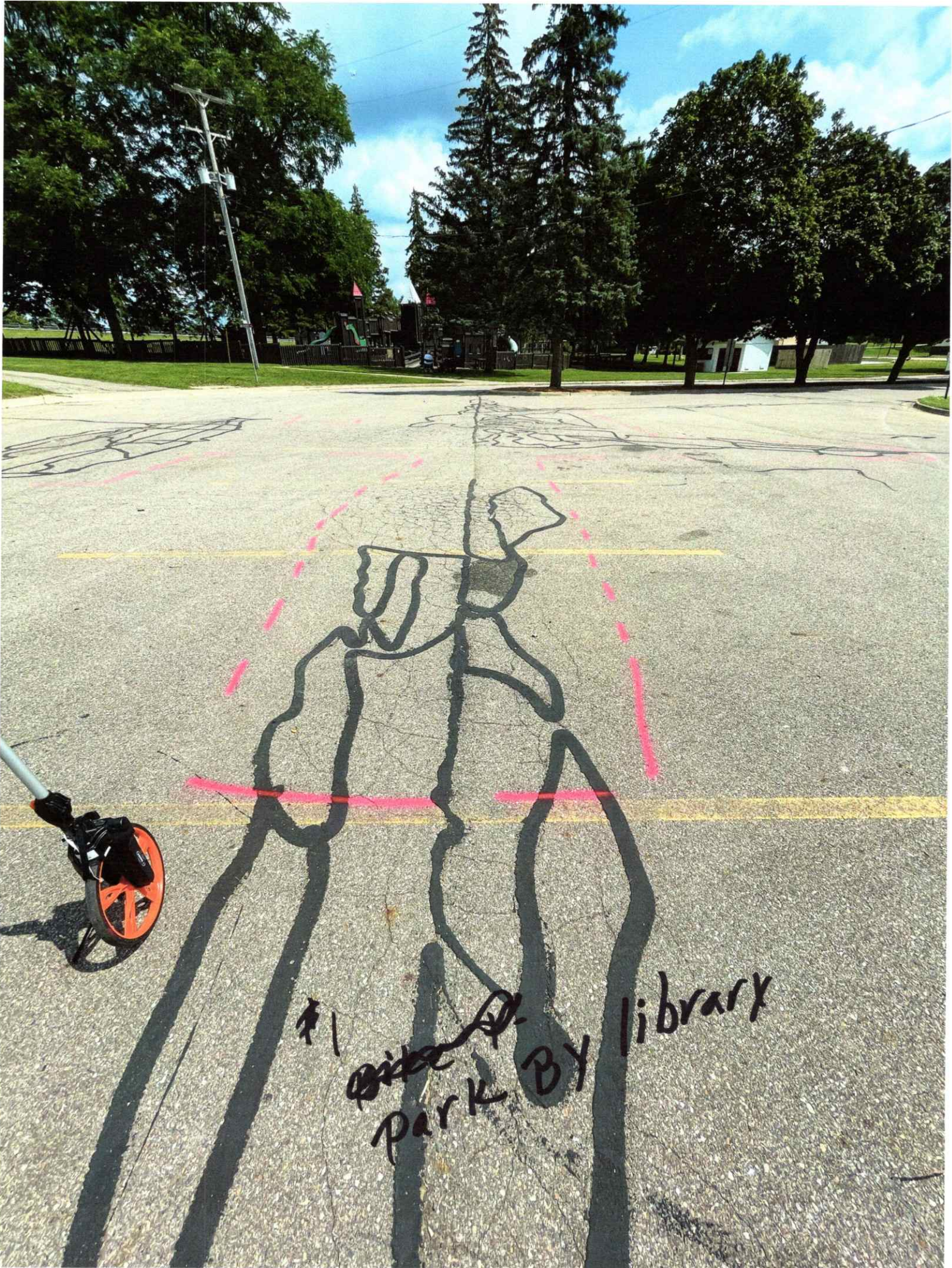
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INITIAL FOR ACCEPTANCE: _____





#2
Park by Library



3888 S. Canal Road
Lansing, MI
48917

P: 517-322-0800

ESTIMATE

DATE:	8/20/2021
NUMBER:	

BILL TO INFORMATION	SITE INFORMATION			
RECIPIENT: City of Potterville 319 North Nelson Potterville, Mi. 48876	LOCATION: Country Lake Estates Potterville, Mi. 48876 PHONE: 517-281-5659 zoning@pottervillemi.org			

	SIZE	SIZE	SIZE	AMOUNT
At this location there are several different areas to be mini milled , tackcoated and 2" of asphalt to be put back in and compacted. We will use approx. 10 tons of hot asphalt material in this subdivision area.				\$3,500.00
Payment due upon completion of project.				

Estimate prepared is good for 30 days:	TOTAL	\$3,500.00
	Estimator Signature:	Angie Paletti

PLEASE REVIEW THE FOLLOWING NOTES AND EXCLUSIONS:	
1. TERMS: A down payment of 50% is required. Balance due upon completion. Make checks payable to Capital Asphalt LLC 2. Miss Dig Marking: Capital Asphalt LLC is not responsible for Miss Dig marking and locating underground utilities. 3. Permits, staking & layout: Price does not include permits, staking & layout, traffic control, or signage unless otherwise stated. 6. Customer is responsible for applying weed killer to necessary areas prior to the commencement of work. 7. Capital Asphalt LLC is not responsible for damage to existing concrete and/or asphalt caused by heavy equipment to access site or to perform quoted scope.	
Signature Provides Receipt of Acceptance & Acknowledgement of "NOTES and EXCLUSIONS" above and "STANDARD CONDITIONS" attached.	Printed Name:
	Authorized Signature:
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INITIAL FOR ACCEPTANCE: _____



3888 S. Canal Road
Lansing, MI
48917

P: 517-322-0800

ESTIMATE

DATE:	8/20/2021
NUMBER:	

BILL TO INFORMATION	SITE INFORMATION
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RECIPIENT: City of Potterville 319 North Nelson Potterville, Mi. 48876	LOCATION: Lake Alliance Park - Bike Path Potterville, Mi. 48876 PHONE: 517-281-5659 zoning@pottervillemi.org
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DESCRIPTION	SIZE	SIZE	SIZE	AMOUNT
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Mini-Milling 7 areas down 3", hauling all debris away. Apply tackcoat to these areas. Pave with one 3" compacted lift of 13- A MDOT hot mix. Areas to be milled and paved: 1. 5'x27' 2. 11'x40' 3. 5'x44', 13'x11', 4'x24' these areas are connected. 4. 4'x4' 5. 5'x28' 6. 5'x16' 7. 5'x35', 30'x11' these areas are connected.	1,775sq. Ft.			\$8,660.00
Payment due upon completion of project.				

Estimate prepared is good for 30 days:	TOTAL	\$8,660.00
	Estimator Signature:	Angie Paletti

PLEASE REVIEW THE FOLLOWING NOTES AND EXCLUSIONS:

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7. Capital Asphalt LLC is not responsible for damage to existing concrete and/or asphalt caused by heavy equipment to access site or to perform quoted scope.

Signature Provides Receipt of Acceptance & Acknowledgement of "NOTES and EXCLUSIONS" above and "STANDARD CONDITIONS" attached.	Printed Name:
	Authorized Signature:
	Date:

STANDARD CONDITIONS

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

RESOLUTION NO. 21-0916-17

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 16th day of September, 2021, at 7:00 p.m.

Present:

Absent:

RESOLUTION OF OWNERSHIP, MAINTENANCE AND OPERATION OF LANSING ROAD SIDEWALK AND ADOPTION OF INTERGOVERNMENTAL AGREEMENT ENTITLED “LANSING ROAD SIDEWALK PHASE II OWNERSHIP, MAINTENANCE AND OPERATING AGREEMENT.”

RESOLUTION

WHEREAS, the City Council (“The City”) intends to own, maintain and operate the entire public sidewalk of the public project entitled the Lansing Road Sidewalk Phase II, in order to provide unencumbered pedestrian access for City residents and business owners in the City to public recreational facilities, and achieve the developmental goals of the City Community Master Plan and City TIFA Development and Financing Plan; and

WHEREAS, the City seeks opportunity to work collaboratively with the Eaton County Road Commission and Benton Township in order to own, maintain and operate the contiguous and interconnected sidewalk known as the Lansing Road Sidewalk Phase II that is engineered, designed, and planned to be constructed within the right-of-way the Lansing Road from the entrance of the City’s owned park, Lake Alliance Park, to the corner of the City local Street - Nelson Street; and

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

WHEREAS, the City intends to properly own, maintain and operate the entire sidewalk including any sections of sidewalk that are permitted outside of the City's corporate boundary in Benton Township, but in the right-of-way Eaton County Road Commission; and

WHEREAS, the City is permitted to enter into Intergovernmental Contracts/Agreements with other public entities pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, 1951 PA 35, as amended, MCL 124.1 et seq in order to own, maintain and operate the sidewalk of the Lansing Road Sidewalk Phase II in its entirety, including areas outside the City's corporate jurisdiction; and

WHEREAS, The City has reviewed Intergovernmental Agreement attached as "Exhibit A" in its entirety, and finds it to be in the best interests of the health, safety and welfare for the City of Potterville.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Potterville hereby approves the City's ownership, maintenance and operation of the sidewalk of the Lansing Road Sidewalk Phase II project, and the adoption of the Intergovernmental Agreement entitled "Lansing Road Sidewalk Phase II Ownership, Maintenance and Operating Agreement" as attached as "Exhibit A",

2. The City Council hereby directs the City Mayor and City Clerk to execute and provide a copy of said Agreement to the Eaton County Road Commission and the Township of Benton.

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

3. Any and all resolutions that are in conflict with this Resolution are hereby repealed, but only to the extent necessary to give this Resolution full force and effect.

Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the March 18th 2020.

Becky Dolman
City Clerk

LANSING ROAD SIDEWALK PHASE II OWNERSHIP, MAINTENANCE AND OPERATING AGREEMENT

This Lansing Road Sidewalk Phase II Ownership, Maintenance and Operating Agreement (“Agreement”) is made this 16th day of September, 2021, by and between BENTON CHARTER TOWNSHIP (the “Township”), a Michigan municipal corporation whose address is 5136 Windsor Hwy, Potterville, MI, and CITY OF POTTERVILLE (the “City”), a Michigan municipal corporation whose address 319 N Nelson St, Potterville, MI 48876.

Recitals

A. The Township and the City are "municipal corporations" under the Intergovernmental Contracts Between Municipal Corporations Act, PA 35 of 1951, MCL 124.1 *et seq.* (the “Act”).

B. The Act provides that municipal corporations may enter into contracts with other municipal corporations for the ownership, operation, or performance, jointly, or by any ~~one~~ or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately.

C. The City owns, maintains and operates a sidewalk along Lansing Road (the "Sidewalk") as part of a Tax Increment Financing project ("Lansing Road Sidewalk Phase II") ~~and is~~ seeking to make the sidewalk more accessible and contiguous.

D. The Sidewalk is within the Eaton County Road Commission's Right-of-Way and the Eaton County Road Commission has approved the City's ownership, operation and maintenance of the Sidewalk.

E. A portion of the Sidewalk is located within the Township as described below:

<https://pottervillemi.org/wp-content/uploads/2021/08/Bid-Plans-002.pdf>

F. The plan for the contiguous Sidewalk is to provide safe pedestrian non-motorized access to existing recreational facilities and recreational programming that benefits City residents – all the way from the Potterville School District (which ~~consists~~ ~~benefits~~ ~~of~~ many Township ~~Residents~~ residents) to Lake Alliance Park.

G. The City and the Township desire to enter into this Agreement establishing the terms and conditions for the ownership, operation and maintenance of the Sidewalk, including the portion of the Sidewalk within the Township.

Agreement

In exchange for the consideration identified in this Agreement, the parties agree as follows:

1. Ownership, Operation and Maintenance. By way of this Agreement, the Township grants to the City the right to own, operate and maintain the Sidewalk in good repair within the Township, subject to the terms of this Agreement. The Township shall have no obligation to operate, maintain, repair or replace the Sidewalk, which shall be the sole responsibility of the City.

2. Payment of Costs. All costs associated with the ownership, operation and maintenance of the Sidewalk shall be paid by the City. The Township shall not be liable for any costs associated with the ownership, operation and maintenance of the Sidewalk.

~~2.3.~~ Indemnification. The City shall at all times defend, indemnify, and hold harmless the Township, its officers, agents, employees and contractors from any and all claims arising out of or related to the ownership, operation or maintenance of the Sidewalk. Nothing in this Agreement shall be construed as a waiver of governmental immunity for third party claims as available to each party as a matter of law.

~~3.4.~~ Ownership of Infrastructure. Notwithstanding any other provision of this Agreement including the requirements in sections 1 and 2 that the City be responsible for all operation, maintenance, repair and replacement of the Sidewalk, the Sidewalk and any ~~related~~ infrastructure related to the Sidewalk within the Township shall be the property of the City.

4.5. Term. The term of this Agreement is 30 years from the date of the Agreement. This Agreement shall automatically renew every 30 years for an additional 30-year period unless either party provides notice to the other party at least one (1) year prior to the expiration of any such 30-year period.

~~5.6.~~ Default. Upon default under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity. The prevailing party in any action to enforce this Agreement or to obtain legal or equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party.

~~6.7.~~ Limitations on Agreement. This Agreement does not constitute an agreement under PA 425 of 1984, MCL 124.21 *et seq.* or any other agreement providing for a conditional land transfer or annexation of property from the Township to the City. At no time shall this Agreement be construed as a basis for land transfer or annexation of property from the Township to the City.

~~7.8.~~ Governing Law. This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

~~8.9.~~ Notice. Notice under this Agreement may be given by hand delivery, or certified mail, postage prepaid, to the addresses above and is deemed received on the day hand delivered or on the third day after deposit if sent certified mail.

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~~9~~10. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of both parties.

~~10~~11. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

~~11~~12. Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

~~12~~13. Amendments. This Agreement may be amended or supplemented only by a written instrument signed by the parties.

~~13~~14. Entire Agreement. This Agreement, as it may be amended or supplemented from time to time, constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, except the Agreement for Water Service.

~~14~~15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

~~15~~16. Successors. This Agreement shall bind the Township and the City, as well as their respective officers, agents, and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above by authority of the respective Township Board and City Council.

BENTON CHARTER TOWNSHIP

By: _____

Its: _____

CITY OF POTTERVILLE

By: _____

Its: _____