

CITY OF SCOTTVILLE
COMMISSION MEETING AGENDA
City Hall 105 N Main St

1536th Regular Meeting Monday January 9th, 2022, at 6:00 PM

1. Call to Order at 6:00 PM
2. Pledge of Allegiance
3. Roll Call
4. Nomination of Election of Mayor
 - a. Open Nominations of Mayor
 - b. Close Nominations of Mayor
 - c. Roll Call Vote
5. Administer Oath of Office of Mayor
6. Nomination of Election of Mayor Pro-Tem
 - a. Open Nominations of Mayor Pro-Tem
 - b. Close Nominations of Mayor Pro-Tem
 - c. Roll Call Vote
7. Administer Oath of Office of Mayor Pro-Tem
8. Additions to the Agenda
9. Approval of Agenda
10. Approval of the Consent Agenda

All matters listed under item 6, Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. Approval of 1535th Regular Meeting Minutes
- B. Approval of Bills in the amount of \$35,212.51

11. Correspondence
12. Department Reports
 - a. City Manager
 - b. Police Chief
 - c. City Attorney
 - d. Mayor
 - e. Treasurer/Clerk
 - f. Assessor
 - g. Department of Public Works
 - h. Committee Reports/Board Report
 1. Parks & Recreation Board
 2. Planning Commission
 - i. Mason County Commissioner Representative
 - j. MCRFA Representative
13. Unfinished Business
 - a. 5-Year Park & Recreation Plan 2023-2027 *Discussion Only*
 - b. City Parcel Purchase Offer
 - c. Pre-Construction Services Agreement DDA
 - d. Approval of lawncare 2023 Submission

14. New Business

- a. Commissioner Resignation/Declare Vacancy
- b. Committee of the Whole
- c. 2023 Commission Goal Setting

15. Public Comment

Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Letters submitted to Council will not be publicly read. Thank you for your cooperation.

16. Council Members Comments

17. Adjournment

OFFICIAL PROCEEDINGS OF THE CITY COMMISSION OF THE CITY OF SCOTTVILLE, MICHIGAN.

The 1535th Regular Commission meeting of the Scottville City Commission held at City Hall 105 N. Main St on December 27th, 2022. Called to order at 6:30pm by Interim Mayor Seiter

Present at Roll Call:

Alway

Graham

Copenhaver

Seiter

Pettit

Absent: Yeomans

Also in attendance: Manager Newkirk, Clerk Lester, Treasurer Shafer, Interim Police Chief Skinner, and Attorney Nettleton.

Additions/Deletions to Agenda- None

Approval of Agenda

Motion, by Graham with support from Copenhaver to approve the agenda as presented.

Motion carried.

Approval of Consent Agenda

Motion, by Seiter with support from Alway to approve the consent agenda as presented.

Motion carried.

Correspondence- None

Department Reports

a. City Manager

Newkirk offered thanks to our DPW staff and Jabrocki Excavating on a job well done over the holiday weekend with snow removal. Maintenance of current plow equipment is a looming but imperative cost. The previously approved Spark Grant Application was submitted despite some username/log in issues. Contract with City of Ludington is set to expire 1/2023. Ludington Commission recently approved a water/sewer rate increase to be implemented in 2023. More discussion will be had on how this is to affect our residents.

b. Police Department

Statistical report provided. Skinner facilitated food distribution with City of Ludington Police Department and the Sherriff's Department in the MCC parking lot last week. She continues to work on truancy matters with local students and the prosecutor's office. Family Affair is scheduled for 3/18/23 10am-2pm, for which she volunteered city staff as well as commission members.

c. Mayor- None

d. Attorney- None

e. Treasurer/Clerk- None

f. DPW- None

g. Assessor- None

h. Committee Reports- None

i. Mason County Commissioner Representative- None

j. MCRFA Representative -None

Unfinished Business None.

New Business

a. Appointment of Partial Term Commission Seat to Expire 2024

Interim Mayor Seiter read the two letters of interest submitted in response for the declared vacancy on the commission.

1. Marcy Spencer
2. Susan Evans

Motion, by Seiter, with support from Alway to appoint Marcy Spencer to fill the partial term vacancy.

ROLL CALL VOTE

YES-3 Seiter, Copenhaver & Alway

NO-2 Graham & Pettit

ABSENT-1 Yeomans

Motion carried.

Spencer sworn into office

b. LIDAR Radar Equipment

Radar equipment quote submitted by “Stalker Radar” in the amount \$5,190.00 to upgrade speed reading tools currently being used in police vehicles.

Motion, by Alway with support from Graham to approve the quote from “Stalker Radar” as presented.

Motion carried.

c. 5-Year Park & Recreation Plan 2023-2027

Draft document provided to commission as a preliminary information resource for the upcoming public hearing to approve the updated 5-year Parks & Recreation Plan 2023-2027. Hearing set for 1/23/23.

d. City Parcel Purchase Offer

Offer submitted from Jeff & Tracey Barnett (owners of Stallion Tracks LLC/KB Villains, LLC) to purchase a parcel neighboring their current business. Zoning maps, and parcel information presented by Newkirk to commission. More discussion of a formal purchase agreement pending committee recommendation.

e. Resolution 22-28 Downtown Development Authority Meeting Dates 2023

Motion, by Seiter with support from Copenhaver to approve resolution 22-28 as presented and set the DDA meeting dates for 2023.

Motion carried.

Public Comment

Tom Rotta

Council Member Comments

Alway thanked Evans for her interest in city commission and encouraged her to resubmit should the opportunity arise.

Adjournment

Motion, by Graham with support from Seiter to adjourn.

Motion Carried 7:14PM



Listing of Invoices Scheduled for Payment

FOR CHECKS TO BE DATED 1-9-23

VENDOR	INVOICE NBR	DESCRIPTION	FUND	Amount
SPECTRUM BUSINESS	0014572121322	CABLE VISION	GENERAL FUND	\$806.27
PRIORITY HEALTH	1-2023	INSURANCE	GENERAL FUND	\$5,414.49
MI MUNICIPAL UNEMPLOY	4TH QTER 2022	UNEMPLOYMENT 4TH QUARTER	GENERAL FUND	\$131.74
HEIGHTS TRUCK EQUIPME	2419	SNOWPLOW PARTS	MOTOR POOL F	\$664.00
MEDIA GROUP 31 LLC	7310	ADVERTISING	GENERAL FUND	\$155.00
FLEIS & VANDENBRINK EN	64459	ALLEY WATERMAIN PROJECT	WATER SUPPLY	\$2,820.00
GREG BARNETT	12-27-22	ASSESSOR	GENERAL FUND	\$636.00
BRICKLEY DELONG	1232981	CONTRACTED WORK	GENERAL FUND	\$225.00
CONSUMERS ENERGY	202698539318	103 N MAIN	GENERAL FUND	\$198.26
USA BLUE BOOK	206949	WATER REPAIRS	WATER SUPPLY	\$106.95
GREATAMERICA FINANCIA	1-23	LEASED EQUIP	GENERAL FUND	\$176.51
HOME DEPOT CREDIT SER	12-22	CHRISTMAS PARADE, SHOP SUPPLIES, EQ	MOTOR POOL F	\$1,017.88
LARSON'S ACE HARDWARE	71542	CITY HALL REPAIRS	GENERAL FUND	\$32.57
CONSUMERS ENERGY	204389400594	601 W FIRST	GENERAL FUND	\$153.74
CONSUMERS ENERGY	202253615045	700 S SCOTTVILLE	GENERAL FUND	\$28.81
CONSUMERS ENERGY	202253645049,2022	LIGHTS	SEWAGE DISPO	\$431.27
CONSUMERS ENERGY	202253615052	114 S MAIN	GENERAL FUND	\$103.24
CONSUMERS ENERGY	202253615050,2022	209 W STATE	GENERAL FUND	\$60.03
CONSUMERS ENERGY	202253615056,2022	703 S SCOTTVILLE, 209 W STATE,650 S	GENERAL FUND	\$425.94
MASON COUNTY TREASUR	12-29-22	ADJUSTMENT PRIOR YEARS TAX ROLL	ESCROW TAX F	\$13.45
GUSTAFSON HDD LLC	1086	1751 W US 10	WATER SUPPLY	\$5,325.00
AUTO-WARES	343485	EQUIP REPAIR	MOTOR POOL F	\$52.99
CARTER LUMBER	251333362	SHOP SUPPLIES	GENERAL FUND	\$33.91
CARLOS ALVARADO LAWS	2023005	ATTORNEY MATTERS	GENERAL FUND	\$807.50
SYNCWAVE LLC	70393	INTERNET, PHONES	GENERAL FUND	\$646.71
JABROCKI EXCAVATING L.	2674	SIDEWALK PLOWING, EAST & WEST PARK	GENERAL FUND	\$10,587.50
ALL ACCESS CARE	55515	DRUG SCREENING	GENERAL FUND	\$20.00
PARTS PLUS OF MASON C	14699	DPW SUPPLIES	GENERAL FUND	\$318.15
STAPLES CREDIT PLAN	1-2023	OFFICE SUPPLIES	GENERAL FUND	\$76.34
751 PARTS CO INC	1-5-23	EQUIPMENT REPAIRS	MOTOR POOL F	\$88.26
MEDIA GROUP 31 LLC	7349	ADVERTSING	GENERAL FUND	\$155.00
MS. JANELLE CURTIS	1-5-23	SCOTTVILLE PRACTICUM	GENERAL FUND	\$3,500.00

TOTAL OF SCHEDULED CHECK RUN:

\$35,212.51

Commission Notes for 1/9/23:

Solar powered LED lights have been installed on the two streetlight posts on the entry driving and parking lot at Riverside Park. This will allow us to turn off the streetlight circuit throughout the entire park saving thousands of dollars during the offseason. We will be monitoring the effectiveness of the two lights and can add an additional solar light or two if necessary.

I have requested a quote through the state purchasing program for a new DPW pickup truck for the next fiscal year. I have asked that the quote include a commercial grade v-plow and "inside the fenders" dump box. I will provide more information once I get the vehicle specifics. Our oldest pickup (2007 Ram) is having transmission issues and is using quite a bit of oil. It is still operational but expected cost of work will more than likely exceed the value of the vehicle.

The Snow-Dogg snowplow on the 2014 Ford is also well past its lifespan and parts are no longer readily available. The last parts we needed for repairs were purchased second-hand off e-Bay. I am looking into replacing the plow on this truck as well as a new plow on a new truck. Both 1-ton trucks would have commercial snowplows with sander/salt boxes for winter work. We currently use the pickup plow/salter as much as we can because it is much more efficient for salt use, cleaning up corners, plow banks, and other areas that it is difficult to get into or inefficient to use one of the big trucks.

The last DPW truck was purchased in 2017 (Ram) and the F-350 is a 2014.

Agenda Items:

Park Plan: we have handed out approximately 6-8 copies at city hall. I have received a couple general responses from residents and one copy back with suggestions included. Public Hearing and vote will be at January 23rd meeting.

City Parcel Purchase: Resolution is included in packet and I recommend accepting the offer from Stallion Tracks LLC for the purchase of this parcel. The lot serves no use for the city and will be of more value to the future plans for the Stallion Mill and puts the lot back on the tax roll.

DDA Pre-construction agreement: Two copies are included for the Commission. The first is the copy that was sent to Journey Construction and notes the changes they requested. The second is the final copy for Commission decision.

Lawn Care RFP: Bids have been submitted and TNT LawnCare is the only bidder. They have been our contractor for several years and I am recommending continuing to use their services.

New Business

Commissioner Resignation/Declaration of Vacancy: Commissioner Yeomans sent his resignation letter to the City Clerk, Interim Mayor, myself, and City Attorney. I am recommending the Commission accept the resignation letter and declare a vacancy to be filled per the City Charter. No seat can be officially vacated or filled until the City Commission takes action for both items.

Committee of the Whole discussion: There has been interest in using this format for future commission meetings. I have included information from the Public Policy Center at MSU as a guide and reference if the Commission chooses to use this format.

2023 City Goal Setting discussion: Commissioners discuss and set City goals for the next calendar year.

(Sale of Surplus Real Property –
affirmative vote of five or more
Commissioners required – Charter, Sec. 7.12)

CITY OF SCOTTVILLE

COUNTY OF MASON, MICHIGAN

At a regular meeting of the City Commission of the City of Scottville, held at the City Hall,
105 North Main Street, Scottville, Michigan, on the 9th day of January 2023, at 6:00 p.m., Local
Time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

The following resolution was offered by Commissioner _____ and supported by
Commissioner _____:

RESOLUTION NO. 23-01

**RESOLUTION APPROVING THE SALE OF SURPLUS REAL PROPERTY
WITHIN THE CITY, APPROVING
SALE PRICE, AND AUTHORIZING EXECUTION OF
DOCUMENTS TO COMPLETE TRANSACTION**

WHEREAS the City Commission of the City of Scottville (the “City”) owns certain real
property within the City, which is legally described as:

Lot 15 of Block 14, City Assessor’s Replat of the Village (now City) of Scottville, Mason
County, MI.

Parcel No. 052-214-015-00 (the “Property”).

WHEREAS, the City (the “Seller”) has received an offer to purchase the Property from
Stallion Tracks, LLC, a Michigan limited liability company (“Purchaser”); and

WHEREAS, it would be in the best interest of the City, its residents, business owners and
property owners to consider the Buyer’s offer for the purchase of the Property on a voluntary basis,
according to mutually acceptable terms and conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Commission hereby determines that the Property is excess Property, is not City Park property, and that it is in the best interest of the City to sell the Property by quit claim deed according to mutually acceptable terms and conditions between the City, as Seller, and the Buyer.

2. The City Commission hereby approves the sale of the Property to the Buyer on the following terms:

- a. Cash purchase price of \$4,500 to be paid in full at closing.
- b. Buyer to obtain all necessary approvals from the City for the use of the Property as are required by the City's ordinances including, but not limited to, zoning.
- c. All costs of closing on the sale of the Property shall be borne by the Buyer.
- d. Conveyance of the Property from the Seller to the Buyer shall be by quit claim deed.

3. The City Commission hereby authorizes and directs the City Manager and City Clerk to enter into a Purchase Agreement, in the form acceptable to the City Manager and City Clerk on terms consistent with this Resolution and subject to review of the City Attorney, necessary to effectuate the sale of the Property to the Buyer.

4. The City Manager and City Clerk are hereby authorized and directed to take all such actions and to execute such documents and instruments as are necessary to complete the sale of the Property as described herein and the Purchase Agreement.

5. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Members: _____

NAYS: Members: _____

ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

Kelse Lester, City Clerk
City of Scottville

STATE OF MICHIGAN)
) ss.
COUNTY OF MASON)

I, the undersigned, the duly qualified and acting Clerk of the City of Scottville (the “City”), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Commission at a regular meeting held on the 9th day of January 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 9th day of January, 2023.

Kelse Lester, City Clerk
City of Scottville

PRE-CONSTRUCTION SERVICES AGREEMENT

This Pre-Construction Services Agreement (the “Agreement”) is made and entered in the date below, by and between the City of Scottville – City Downtown Development Authority (the “DDA”), a public corporation, located at 105 N. Main Street, Scottville, Michigan 49454, and Journey Construction Group, LLC (“JCG”), a Michigan limited liability company, located at 750 Chicago Drive, Jenison, Michigan 49428, with the purpose to manage the scope of work required for the pre-construction of the Renovation Project of the Optimist Building and Site (the “Project”) located in the city of Scottville, as per the following terms and conditions:

1. Contractor understands and acknowledges that, the DDA is a public corporation, and as such transparency and disclosure is statutorily required. This means that any communication between the parties are subject to disclosure through the Freedom of Information Act unless a valid exception applies. Therefore, the DDA is exempt from liability from the legal disclosure of any information provided by JCG that meet the requirements of the statute for disclosure.
2. Contractor understands and acknowledges that, as a public entity, the DDA is also bound by public procurement laws, rules and regulations, as well as statutory borrowing authority.
3. Contractor understands and acknowledges that, all payments arising out of this contract shall meet all City of Scottville Treasurer requirements regarding, support documentation and timing for submittal.
4. The parties understand and acknowledge that the scope of work required from JCG is as follows:
 - a) Assist the DDA with the hiring of an Architect and/or Engineer. It is understood that said Architect and/or Engineer are hired directly by the DDA, and that any costs associated to the search of this professional would be borne by the DDA. This shall be the first task to be performed, as the Architect and/or Engineer shall be incorporated to the team to advise both JCG and the DDA throughout the pre-construction phase.
 - b) Identify the construction tasks required to complete the project in such terms that would allow the submission of bids by trades on all different tasks. Clear and easily identifiable tasks and definitions are required;
 - c) Establish a timeline and general project schedule based on industry accepted delivery time deadlines, considering weather, labor and/or supplies shortages, and any other industry recognized contingency. This schedule must be presented to the DDA and the Architect and/or Engineer for their approval;
 - d) Establish a preliminary budget for the project based on identified tasks, supply of labor and materials availability and current estimated times of completion. It is required that JCG establish thresholds for payments;
 - e) Draft the Bidding Documents. Coordinate Contract Documents by consulting with the Owner and the Architect and/or Engineer regarding drawings and specifications as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility, cost or schedules.
 - f) JCG shall advise on the separation of the Project into Trade Contracts for various categories of the Project. Advise on the method to be used for selecting Trade contractors and awarding Trade Contracts. Review the drawings and specifications and make recommendations as required to provide that (1) the tasks of the separate Trade contractors are coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Trade Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

- g) Upon approval of the Request for Proposals, JCG agrees to assist the DDA with the bidding process, monitor the advertisement and publication to meet the legal requirements, and to assist, along with the Architect and/or Engineer, in the selection process by advising with their expertise as to value and costs for each bid.
- 5. The DDA agrees to pay JCG for the performance of the scope above, the amount of \$3,000.00. JCG agrees not to exceed said amount.
- 6. The parties agree that the pre-construction work must be completed in a reasonable time not to exceed six (6) months. The parties understand and acknowledge that time is of the essence, and that Michigan weather impose limits on the length of time builders are able to perform construction work.
- 7. Upon acceptance of the successful bids, the DDA shall cause to have the City Attorney draft the proper contracts with the Construction Manager and/or General Contractor, and to develop contracts for the various Trade contracts.
- 8. The parties agree that JCG is allowed to participate in the bids for the ~~Construction Manager and/or General Contractor~~^{Sub-} position, or for any of the trades identified in the Bidding Documents. In such event, JCG will not be able to participate nor assist the DDA with the bidding process. In such event, the Architect and/or the Engineer will be in charge of said bidding process. JCG agrees to disclose such fact at the time of advertising the Request for Proposals.
- 9. JCG accepts the relationship of trust and confidence established between JCG and the DDA by this Agreement. JCG covenants with the DDA to furnish its best professional skill and judgment and to cooperate with the Architect and/or Engineer in furthering the interest of the DDA. JCG agrees to furnish efficient pre-construction services and to use its best efforts to deliver their expertise in the most expeditious and economical manner consistent with the interests of the DDA.
- 10. This Agreement may not be assigned without the mutual agreement of the parties.
- 11. This Agreement shall be governed, construed and enforced in accordance with Michigan law. All actions arising out of, or in any way connected with this Agreement shall be litigated and decided in the Mason County Circuit Court, which court shall have exclusive jurisdiction of same, and JCG hereby submits itself to the jurisdiction and venue of that court and waives any rights to insist upon venue or jurisdiction elsewhere or raise any such defenses in any such action. At the sole discretion of the DDA, it is agreed that any claim or dispute between the parties may be submitted to non-binding Mediation.
- 12. This Agreement represents the entire and integrated agreement between the DDA and JCG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the DDA and JCG.

This Agreement is entered on the date of the last party to execute same.

Executed this _____ day of November, 2022.

Downtown Development Authority

Journey Construction Group, LLC

/s/ _____

/s/ _____

Joseph Knowles, Chairperson
Signed pursuant to City of Scottville
Commission approval date 10/7/2022

Brent Balkema

PRE-CONSTRUCTION SERVICES AGREEMENT

This Pre-Construction Services Agreement (the “Agreement”) is made and entered in the date below, by and between the City of Scottville – City Downtown Development Authority (the “DDA”), a public corporation, located at 105 N. Main Street, Scottville, Michigan 49454, and Journey Construction Group, LLC (“JCG”), a Michigan limited liability company, located at 750 Chicago Drive, Jenison, Michigan 49428, with the purpose to manage the scope of work required for the pre-construction of the Renovation Project of the Optimist Building and Site (the “Project”) located in the city of Scottville, as per the following terms and conditions:

1. Contractor understands and acknowledges that, the DDA is a public corporation, and as such transparency and disclosure is statutorily required. This means that any communication between the parties are subject to disclosure through the Freedom of Information Act unless a valid exception applies. Therefore, the DDA is exempt from liability from the legal disclosure of any information provided by JCG that meet the requirements of the statute for disclosure.
2. Contractor understands and acknowledges that, as a public entity, the DDA is also bound by public procurement laws, rules and regulations, as well as statutory borrowing authority.
3. Contractor understands and acknowledges that, all payments arising out of this contract shall meet all City of Scottville Treasurer requirements regarding, support documentation and timing for submittal.
4. The parties understand and acknowledge that the scope of work required from JCG is as follows:
 - a) Assist the DDA with the hiring of an Architect and/or Engineer. It is understood that said Architect and/or Engineer are hired directly by the DDA, and that any costs associated to the search of this professional would be borne by the DDA. This shall be the first task to be performed, as the Architect and/or Engineer shall be incorporated to the team to advise both JCG and the DDA throughout the pre-construction phase.
 - b) Identify the construction tasks required to complete the project in such terms that would allow the submission of bids by trades on all different tasks. Clear and easily identifiable tasks and definitions are required;
 - c) Establish a timeline and general project schedule based on industry accepted delivery time deadlines, considering weather, labor and/or supplies shortages, and any other industry recognized contingency. This schedule must be presented to the DDA and the Architect and/or Engineer for their approval;
 - d) Establish a preliminary budget for the project based on identified tasks, supply of labor and materials availability and current estimated times of completion. It is required that JCG establish thresholds for payments;
 - e) Draft the Bidding Documents. Coordinate Contract Documents by consulting with the Owner and the Architect and/or Engineer regarding drawings and specifications as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility, cost or schedules.
 - f) JCG shall advise on the separation of the Project into Trade Contracts for various categories of the Project. Advise on the method to be used for selecting Trade contractors and awarding Trade Contracts. Review the drawings and specifications and make recommendations as required to provide that (1) the tasks of the separate Trade contractors are coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Trade Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

- g) Upon approval of the Request for Proposals, JCG agrees to assist the DDA with the bidding process, monitor the advertisement and publication to meet the legal requirements, and to assist, along with the Architect and/or Engineer, in the selection process by advising with their expertise as to value and costs for each bid.
- 5. The DDA agrees to pay JCG for the performance of the scope above, the amount of \$3,000.00. JCG agrees not to exceed said amount.
- 6. The parties agree that the pre-construction work must be completed in a reasonable time not to exceed six (6) months. The parties understand and acknowledge that time is of the essence, and that Michigan weather impose limits on the length of time builders are able to perform construction work.
- 7. Upon acceptance of the successful bids, the DDA shall cause to have the City Attorney draft the proper contracts with the Construction Manager and/or General Contractor, and to develop contracts for the various Trade contracts.
- 8. The parties agree that JCG is allowed to participate in the bids for the Sub-contractor positions, or for any of the trades identified in the Bidding Documents. In such event, JCG will not be able to participate nor assist the DDA with the bidding process. In such event, the Architect and/or the Engineer will be in charge of said bidding process. JCG agrees to disclose such fact at the time of advertising the Request for Proposals.
- 9. JCG accepts the relationship of trust and confidence established between JCG and the DDA by this Agreement. JCG covenants with the DDA to furnish its best professional skill and judgment and to cooperate with the Architect and/or Engineer in furthering the interest of the DDA. JCG agrees to furnish efficient pre-construction services and to use its best efforts to deliver their expertise in the most expeditious and economical manner consistent with the interests of the DDA.
- 10. This Agreement may not be assigned without the mutual agreement of the parties.
- 11. This Agreement shall be governed, construed and enforced in accordance with Michigan law. All actions arising out of, or in any way connected with this Agreement shall be litigated and decided in the Mason County Circuit Court, which court shall have exclusive jurisdiction of same, and JCG hereby submits itself to the jurisdiction and venue of that court and waives any rights to insist upon venue or jurisdiction elsewhere or raise any such defenses in any such action. At the sole discretion of the DDA, it is agreed that any claim or dispute between the parties may be submitted to non-binding Mediation.
- 12. This Agreement represents the entire and integrated agreement between the DDA and JCG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the DDA and JCG. This Agreement is entered on the date of the last party to execute same.

Executed this _____ day of January, 2023.

Downtown Development Authority

Journey Construction Group, LLC

/s/ _____

/s/ _____

Joseph Knowles, Chairperson
Signed pursuant to City of Scottville
Commission approval date 01/9/2023

Brent Balkema

TNT ENTERPRIZE
3875 N. U.S. HIGHWAY 31
SCOTTVILLE, MI 49454
231-343-6958
Trishamills76@aol.com

CITY OF SCOTTVILLE LAWN CARE PROPOSAL:

BROOKSIDE CEMETERY	\$350.00 PER MOW
MCPHAIL FIELD	\$300.00 PER MOW
CODE MOWING	\$1.50 PER FOOT

CEMETERY SPRING AND FALL CLEAN UP- \$2,400.00

*** IF PAID BY FEBRUARY 1ST 202~~3~~ \$2,000.00

*** EARLY PAYMENT FOR CLEANUPS HAS ALREADY BEEN RECEIVED***

City of Scottville signature _____

Trisha Mills/ TNT Enterprize signature _____

FULLY LICENSED AND INSURED!!

**Nathan Yeomans
Commissioner at-large
616-213-2852**

**City Commission
Scottville City Hall
105 N Main St.
Scottville MI 49454**

January 5, 2023

Subject: Resignation from City Commission and Planning Commission

Scottville City Commissioners and Residents,

After due consideration I have decided to resign from my seats on the City Commission and Planning Commission. It has been an honor to serve the City of Scottville and its residents for the past two years. My time serving the city has taught me more than I could ever imagine, and for that I will forever be grateful. I would encourage our citizens to get involved. Higher citizen engagement is vital to our city's progress. Unfortunately, following a period of reflection and taking numerous factors into consideration, I do not believe that I can be involved moving forward. I wish this commission and our city nothing but success.

Thank you for allowing me to serve you,

Nathan Yeomans



Suggestions for Organizing an Effective Committee of the Whole for local Government

Julie Pioch, PRP

Michigan State University Extension

Updated October 2013

A committee is typically a subset (one or more people) of a board assigned by appointment to investigate certain matters of importance to the government unit. A committee does not carry with it the powers of the entire board, but can only carry out the functions that are prescribed to them by the board. According to Roberts Rules of Order, Newly Revised, (11th edition), “An assembly can also designate all of its members present to act as a committee, which is called a committee of the whole and is distinguished from an ordinary committee” (p. 489 ll. 30-33). A committee of the whole is different than a regular committee because it includes all of the members of a board. It is like an ordinary committee in that the only authority a committee of the whole has is that which is assigned to it by the board. The purpose of such a committee is to allow all of the members of a board an opportunity to engage in informal discussion on ideas and proposals which may eventually result in a recommendation to the board.

A Committee of the whole is used primarily by legislative bodies. Robert’s Rules of Order, Newly Revised (RONR) provides a description of how a large board may use a committee of the whole as an opportunity for informal discussion during a meeting (RONR (11ed.), pp 529 – 542). In practice, committees of the whole have differed from RONR and have taken the form of a standing committee, for which boards have developed a regular schedule of meetings, order of business and committee rules of order. The most effective use of committee of the whole for county boards is to combine the practice of a stand-alone committee of the whole with the rules prescribed by RONR.

A committee of the whole may or may not take the place of other board standing committees. Often times, there is still a need for specialized committees to perform in-depth research on a topic or take leadership in a specific area significant to the county. The difference is that a committee of the whole allows for the whole board to work towards common understanding of an issue by listening and reviewing reports together in the same room at the same time. Working in a committee of the whole can help boards reach consensus and develop recommendations for action over a series of meetings. In a committee of the whole, formal rules of debate such as the number of times and how long a member can speak are modified or dispensed with altogether. Committee of the whole meetings can include listening to reports and expert speakers and if the board allows may allow nonmembers (such as staff) to participate in the deliberations.

Topics for recommendation are brought to a committee of the whole by a board member, a board committee, a staff member or any other stakeholder allowed by the board. Within the committee, board members listen to reports, ask questions of members and guests, and request additional information or research to be done to be able to fully understand an issue.

The primary outcome is for the board to feel they have enough information or have had enough conversation around an issue to be able to make a recommendation to the full board for action. Just like other committees of a board, a committee of the whole does not make final decisions. That work is done in the regular board meeting. Votes taken in committee of the whole are related only to recommendations and to decide if issues are ready to be taken to the board. It may also be determined that an issue is not within the jurisdiction of the board. Decisions to refer an issue to another board or constituent group might also be made in the committee of the whole.

To effectively manage a committee of the whole and to make sure members have a clear understanding of how it differs from the regular board meeting, the board should adopt some committee rules. These rules should be formally adopted in a regular board meeting. Protocol should be determined as to how information will flow between the committee of the whole and the regular board meetings and who will manage that process. Here are some suggestions for a successful committee of the whole structure:

- Determine who will be the chair of the committee. It is suggested to have someone other than the board chair preside for several reasons: 1) the board chair could participate in debate more freely helping to craft a recommendation when appropriate, and if disengaged during committee conversation may be in a better position to preside effectively during the final consideration of the issue by the board, 2) from a public standpoint, it will be clearer to nonmembers that the meeting is in committee and not the regular board meeting since the chair is not presiding and 3) allows an opportunity for other members to gain some experience in presiding. Some boards assign the role of committee chair to a certain member such as the vice-chair; some alternate the chair assignment to different members of the group. It is up to each board to determine the most effective option.
- Set a schedule for getting items on the agenda for committee of whole and communicate that to all board members and staff. Determine who will be responsible for receiving items, what descriptive information must accompany that item, how agendas and packets will be distributed to members and by what time prior to the meeting they should be submitted. Boards with administrative staff should determine if this will be solely a staff function or if leadership of the board will be involved in deciding what issues will be placed on the committee's agenda. Whether or not you allow things to be added to the agenda at the beginning of the committee meeting is dependent upon the culture of your organization but should also be determined when making your rules.
- Set a time of day and duration for the committee of the whole that allows for discussion of issues. Be cognizant of the time allotment made for the committee of the whole and don't load too much work into one meeting. Conversely, adjust the length of the meeting if there are many items to work through. Over time, boards develop their own

best practices once they get comfortable with the workflow and timing of committee of the whole meetings.

- Determine if you want all board issues to go through committee of the whole before going to the full board for action. If such a policy is set make sure that the timing of your meetings is such that issues can be discussed in committee and taken up at a board meeting in a logical time fashion. A board can suspend the rules if an issue needs immediate action, however timing a committee of the whole the same day or a few days prior to a board meeting can remediate this situation before it happens. For example, committee of the whole is set for two hours prior to the regular monthly board meeting. The board has decided that all items ready to move from committee to the board get placed on the agenda on the following month's meeting agenda which allows time for preparing the agenda, notice etc. However, if an urgent issue arises which needs action that month, the issue can be discussed in committee then immediately taken to the board for action that same day if the board allows it. If taken to the board that evening, any prepared agenda would need to be amended.
- Make sure there is clarity in reporting for other standing or special committees, that is, are committee reports heard in committee of the whole or during the regular board meeting. This may change depending on the nature of the report. For example, if a special committee is making a final recommendation for action, that report would likely come directly to the board meeting but if the committee is making a status report or asking for input from other members on direction or next steps that may fit better into the committee of the whole agenda.
- Public boards governed by Michigan's Open Meetings Act must provide public notice of the meetings of the committee of the whole because a majority of the board members will be present. No official actions are made in committee of the whole; however, recommendations may be made to not take something to the board. The press will be eager to attend committee of the whole meetings because that is where a great deal of the real debate on issues important to them will be done. Boards should be very open with the press and public about the timing of these meetings. It is up to the board whether or not they have public comment as an item on the agenda of the committee of the whole. Because of the informal nature of the meeting, audiences have been seen to join in on the deliberations; boards should be diligent in making sure the audience understands proper meeting protocol.
- When a contentious issue comes before the committee where consensus on a particular recommendation cannot be reached or where a majority determines that it should not be recommended for adoption, the issue should still be taken to the regular board meeting so that the board can vote on its final disposition. The motion placed before the board should always be phrased in the positive where yes means yes and no means no. During debate on the motion, the majority and minority opinions heard in committee should be succinctly voiced then a vote taken on the issue for final resolution. This does

not mean that the motion could not be amended from its original form during debate in the board meeting - the point here is to bring things to the board for a vote so that there can be action or closure and not leave issues unresolved in committee.

- The use of a consent agenda in a board meeting is an efficient way to carry information forward from committee of the whole to the board. Issues that have been thoroughly discussed, are routine, or otherwise not in need of further debate can be placed on the consent agenda for quick approval allowing time in the board meeting for other important matters.

In summary, using a committee of the whole to allow for in-depth, informal consideration of topics can be useful to county boards. Although the use of a committee of a whole as a standing committee differs from what is described in RONR (11th edition), the committee of the whole carries with it the same characteristics and serves the board in a similar way. A committee of the whole should not become a bottleneck where business gets stuck. Rather the use of this form of committee should expedite business by encouraging valuable discussion of the issues, provide a forum where members and staff can bounce ideas to get feedback and create excitement about opportunities to improve programs and services. Rules for a committee of the whole should be practical and meetings scheduled in a timely fashion. A board will develop their own patterns for workflow and timing over time and should modify their committee rules as they develop to be most effective. Two positive outcomes that come from effective use of a committee of the whole are 1) the opportunity for greater input from board members and stakeholders yielding better board decision making and 2) increased transparency of the decision-making process.