

CITY OF SCOTTVILLE
COMMISSION MEETING AGENDA
1571st Regular Meeting
Monday, June 24th, 2024

Senior Center 140 S. Main St. Scottville MI 49454

1. Call to Order at 6:00 PM
2. Pledge of Allegiance
3. Roll Call
4. Additions to the Agenda
5. Approval of Agenda
6. Approval of the Consent Agenda

Consent Agenda items are considered routine by the Commission 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 1570th Regular Meeting Minutes
- B. Approval of Bills \$32,738.98

7. Public Comment

Those addressing Commission are asked to provide their name and address and will be limited to two minutes of speaking time. The Commission will hear all comments pertaining to agenda items only.

8. Correspondence-

9. 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
- i. Mason County Commissioner Representative
- j. MCRFA Representative
- k. DDA Representative

10. Unfinished Business

- a. Refuse/Recycle Collection- Republic Contract
- b. Pop Warner Agreement Update
- c. Stallion Tracks, LLC Update

11. New Business

- a. Commissioner Appointment- Letter of Interest; Renee Jensen
- b. Designation of Street Administrator
- c. Brownfield Authority Board Appointment
- d. County Board of Public Works Appointment- Justin Coolman
- e. 23/24 Budget Amendments Resolution 24-08
- f. Request for Approval of Traffic Control Order 24-01
- g. Brookside Cemetery/ Evergreen 477 #4 Buy Back

12. Public Comment

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

read. Thank you for your cooperation.

13. Commissioner Comment

14. Adjournment

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

The 1570th Regular Commission meeting of the Scottville City Commission held at Scottville Area Senior Center 140 S. Main St on June 10th, 2024. Called to order at 6pm by Mayor Marcy M. Spencer.

Present at Roll Call:

Copenhaver

Deering

Seiter

Spencer

Spore

Thue

Wyman

Absent: None

Also in attendance: Interim Chief Skinner, Attorney Nettleton & Clerk Lester

Additions/Deletions to Agenda- None

Approval of Agenda

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

Motion carried.

Approval of Consent Agenda

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

Motion carried.

Public Comment (*Agenda Items Only, 2 minutes*)- None

Correspondence- None.

Department Reports

- a. City Manager- N/A
- b. Police Department- Written report provided.
- c. Mayor- Pre-meeting notes provided. Spencer spent the afternoon with Clarence Goodlien.
- d. Attorney- Will speak to working topics during “unfinished business”.
- e. Treasurer/Clerk- Written reports provided.
- f. DPW- None
- g. Assessor- Written report provided. Johnson noted July BOR will be held 7/16/24, time to be established.
- h. Committee Reports-
 - Buildings/Grounds/Infrastructure
 - Finance
- i. Mason County Commissioner Representative-

Hull offered a work session resulting in \$1.6 million (over time) to assist in the opioid crisis within Mason County. A panel of local field professionals will be assembled to research how the funding should be allocated. The goal would be to cater to preventative treatment and to assist families being directly affected currently. One runway project at the airport has been completed. County tax levy on agenda for tomorrow’s meeting, along with an hourly pay increase for attorneys in an effort to retain the more experienced candidates. Meeting to discuss potential solar farms will be held at Mason County Central High School 6/18.

j. MCRFA Representative- None.

k. DDA Representative- None.

Unfinished Business

a. Refuse & Recycle Collection Contract (Republic Services)

Attorney Nettleton continues to negotiate with Republic Services Representative, Aj Johnson. No action taken.

b. Stallion Tracks, LLC Update

Attorney Nettleton continues to work with owner Jeff Barnett (parcel 052-214-015-50; 145 S. Main St.) on property details, and the due diligence process to accommodate the request. No action taken.

c. Interim City Manager Contract

Motion, by Seiter with support from Copenhaver to approve the Interim City Manager Contract with Clarence Goodlein and authorize the Mayor and Clerk to execute the Contract on the City's behalf with such revisions as deemed necessary in consultation with the City Attorney, subject to the favorable results of the background checks.

-Roll Call Vote

Yes: DC, AS, MS, DS, ET & RW

No: AD

Absent/Abstain: N/A

Motion Carried.

d. Closed Session to Review Attorney-Client Privileged Communication

Motion, by Seiter with support from Wyman, to meet in a closed session pursuant to Section 8 (h) of the Open Meetings Act to consider material which is exempt from disclosure under Section 13(1)(g) of the Michigan Freedom of Information Act. The City Attorney, Mark Nettleton, is hereby appointed Secretary for the purpose of taking minutes of the closed session in accordance with the Open Meetings Act.

-Roll Call Vote

Yes: AD, AS, MS, DS, ET, RW & DC

No: N/A

Absent/Abstain: N/A

Motion Carried.

***Enter Closed Session 6:30pm**

***Resume Regular Session 7:16pm**

Motion, by Deering with support from Wyman to authorize the City Attorney to proceed with the City Attorney's recommendation (Recommendation No. 1-A) set forth in the City Attorney's letter dated June 10, 2024.

Motion Carried.

New Business

a. Parks & Recreation Board Appointment

Motion, by Seiter with support from Thue to accept the application of interest submitted by resident David Skridulis to fill a vacancy on the Parks and Recreation Board.

Motion Carried.

b. Declaration of Commissioner Vacancy

Nettleton was asked to investigate Commissioner Deering's attendance record. Section 6.2(d) of the City Charter states; In the case of any member of the Commission, if such officer shall miss four consecutive regular meetings of the Commission or twenty-five percent of such meetings in any fiscal year of the city, unless such absence be excused by the Commission and the reason therefore entered in its proceedings at the time of each absence. To date there have been twenty-two regular meetings, and the record reflects 6 unexcused absences on Deering's behalf, thus exceeding the 25% threshold.

Motion, by Thue with support from Seiter to declare the office of City Commissioner, currently held by Commissioner Deering, vacant in accordance with Section 6.2(d) of the City Charter.

-Roll Call Vote

Yes: MS, DS, ET, & AS

No: RW & DC

Abstain: AD

Motion Carried.

*Deering excused himself from the table and joined the public section. 7:26pm

Public Comment-

Jordan Miller, Mason County Prosecutor Candidate

Commissioner Comment-

Adjournment-

Motion, by Wyman with support from Spore to adjourn.

Motion Carried 7:32pm.

Kelse Lester, Clerk

Marcy M. Spencer, Mayor

SCOTTVILLE INVOICE REGISTER FOR CITY OF SCOTTVILLE

EXP CHECK RUN DATES 06/11/2024 - 06/24/2024

POSTED AND UNPOSTED

OPEN AND PAID - CHECK TYPE: PAPER CHECK

| Invoice Number | Vendor Name | Description | Bank Account | Inv Amt |
|----------------------|-------------------------------------|------------------------------|--------------|------------------|
| 6-26-2024 | VISA | RIVERSIDE PARK | POOL | 639.08 |
| 5-31-24 | VISA | POLICE, DPW, FUEL, CITY HALL | POOL | 276.84 |
| 5-29-24 | VISA | OFFICE SUPPLIES | POOL | 734.75 |
| 5-28-24 | VISA | FLAGS, OFFICE PROGRAMS | POOL | 519.79 |
| 6-13-24 | VISA | FUEL, TRAINING, DPW | POOL | 534.60 |
| IRS | INTERNAL REVENUE SERVICE | IRS 941 MARCH 2024 | POOL | 5,267.83 |
| 1457103 | BRICKLEY DELONG | AUDIT | POOL | 2,500.00 |
| 1448 | MIKE KUSEBUSKI | RIVERSIDE REPAIRS | POOL | 1,602.41 |
| 6-10-2024 | SHARON LOCKHART | CEMETERY LOT PURCHASE | POOL | 300.00 |
| 7122 | FERGUSON ENTERPRISES, LLC | METERS | POOL | 2,804.28 |
| 2212 | MOW TIME | MOWING | POOL | 320.00 |
| 0239-003594289 | REPUBLIC SERVICES | GARBAGE, RECYCLE | POOL | 7,534.73 |
| I31414 | CARIBOU SERVICES INC | PORTA POTTY | POOL | 115.00 |
| 6-2024 | SCHNITKER, SAMANTHA | DDA | POOL | 605.33 |
| 6092405 | DMC UNLIMITED | DPW COMPUTER | POOL | 44.50 |
| 63943 | BETTEN BAKER FORD | EQUIP REPAIR | POOL | 179.43 |
| 4307 | MASON COUNTY ROAD COMMISSION | BRINE RIVERSIDE | POOL | 228.58 |
| 2043901892480 | CONSUMERS ENERGY | LIGHT | POOL | 87.35 |
| 6-12-24 | CITY OF SCOTTVILLE--WATER/SEWER DEP | WATER | POOL | 544.55 |
| 551-638996 | STATE OF MI -MI STATE POLICE | SUPPLIES | POOL | 140.00 |
| 23372 | ZIEHM L.P. GAS | PROPANE | POOL | 522.23 |
| I31613 | CARIBOU SERVICES INC | PORTA JONS | POOL | 230.00 |
| 7-1-24 | AUTO-OWNERS INSURANCE | BOND RENEWAL | POOL | 200.00 |
| 019668 | FALCON ASPHALT REPAIR EQUIP | EQUIP REPAIR | POOL | 436.04 |
| 438269 | FISHBECK | BROWNFIELD | POOL | 214.50 |
| 807,895 | URBAN VINYL | BANNERS | POOL | 780.36 |
| 6-19-2024 | TNT ENTERPRIZE | MOWING | POOL | 4,720.00 |
| 06152449,06152406 | DMC UNLIMITED | COMPUTER SERVICE, | POOL | 569.80 |
| INV8384 | JACKPINE BUSINESS CENTER | OFFICE SUPPLIES | POOL | 87.00 |
| Report Total: | | | | 32,738.98 |

CITY OF SCOTTVILLE
MEMORANDUM

Date: June 24, 2024

To: Mayor Spencer and City Commissioners

From: Clarence E. Goodlein, Interim City Manager

Subject: **Report Of The City Manager – Activity of City Administration**

Since the last meeting of the City Commission, City Administration has engaged in the following activities.

- Orientation of the Interim City Manager by Mayor Marcy Spencer.
- Review of outstanding City business needing the Interim City Manager's attention and review.
- Tour of the City and City buildings, parks, and facilities with Mayor Marcy Spencer.
- Meetings with staff and familiarization with the City's policies and procedures.
- Review of the City Charter and the City's Policy and Procedure Manual.
- Attendance at the Ordinance and Public Safety Committee Meeting and:
 - Discussion of a request for a new handicap parking space on North Main Street.
 - Discussion of an ordinance violation concerning blight and nuisance conditions at an address in the City and how consultation from Adult Protective Services will be sought.
 - Discussion of Actions taken after the water main rupture of 2021 on Main Street and how the aftermath and its actions could have jeopardized public safety.
 - Discussion of the City's Sign Ordinance as it relates to *Temporary Signs* vis-à-vis *Reed v Town of Gilbert, Arizona – 576 US 155 (2015)*.
 - Discussion of the City Zoning Ordinance vis-à-vis the City Master Plan.
- Attendance at the Downtown Development Committee Meeting and:
 - Discussion of the possibilities of parking lot renovation neat the band-shell and former Optimist's building.
 - Discussion of the plan to renovate the former Optimist's building and band-shell as well as landscaping around these structures.
- Field Meeting with Mayor Spencer, DDA Chairperson Knowles, DPW staff, and Licensed Residential Builder Karin Goodlein concerning thoughts of reclaim part of the nearby City Parking lot as green-space for the DDA's band-shell renovation project.
 - Measurement of area proposed for reclamation was performed.
 - Elevation changes were measured with a transit-level.
 - Pavement conditions in and around area of consideration were PASER rated.
 - Concerns regarding storm-water drainage were discussed in detail.

- Preconstruction and construction needs were discussed as were estimated construction expenses for these costs.
- Review of the FT2023/2024 budget was begun and meetings with Mayor Spencer and Treasurer Kathy Shafer were completed concerning matters affecting immediate expenses of FY2024/2025.
- Discussions with the Mason County Disc Golf Organization occurred concerning liability insurance and a contract that would provide them with exclusive use and control of their disc golf course at Riverside Park.
- Field investigations and meetings with DPW personnel occurred that addressed roadway damage on South Elm and manhole deterioration at a location on Second Street.

Commission meeting 6/24/2024

I attended the area school and network meeting last week. At the meeting DHS presented information for Naloxone boxes to be placed in the office near the AEDs for free. I have ordered 2 boxes. 1 for River Park and 1 for the City Hall. The Narcan is free from the Health Department. I also partnered with Mason County Library and asked if they would be interested in placing a newspaper stand box at the library. They would be the only place to have a box available to the public East of Ludington. Scottville PD will be responsible for stocking the Naloxone. After the boxes are placed DHS will provide free training to employees.

The new Boat Ramp and parking sign is completed, and Jeff stated he will install the sign soon. This sign has more information on rules that pertain to the boat launch.

Enforcement:

Grass:

06/10/24 13 notices 10 code mows

6/17/2024 15 notices 5 code mows

In operable vehicles:

06/19/2024 19 residences with 28 vehicles. Left business cards and will continue to follow up. Will be sending 10-day notice letters next week.

Enforcement stats:

Written reports 06/10/2024 to 06/21/2024 **31** last 6 month **207 total**

Tickets 06/10/24 to 06/21/24 **20** last 6 months **172 total**

ARREST 06/10/2024 TO 06/21/2024 **0** LAST 6 MONTHS **7 TOTAL**

Training:

Less lethal training (next week Katrina and Steve)

Aride and field sobriety test training _TBA (Katrina)

OC spray instructor training – TBA (Steve)

NASRO certification _TBA (Steve)

Taser Instructor (Katrina Sept 2024)

Grants :

Steve has the Fire house sub grant completed for 3 new AEDs This grant is paid 100 percent of the cost of the AEDs.

The MMRMA grant for Alice Training (active shooter) is a 50% grant. Steve and I already attended the training at the cost of 1498.00. If the grant is approved, we will receive \$750.00 from the grant.

The other MMRMA grant is for a new watch Gard camera, body cameras, camera storage, and video redaction equipment. This grant is also a 50% grant.

I requested to present the MMRMA grants at the last finance meeting on 06/05/2024 and was denied the request. The 50% the city will need to pay will need to be approved prior to submitting the grants on July 10th, 2024.

Events:

Active shooter Training with WSCC staff Monday 6/24/2024

Mason - Oceana 911
 Ray Hasil, Director
 9160 N. Oceana Drive
 Pentwater, MI 49449
 Phone: (231) 869-7911
 Fax: (231) 869-5857



Printed on June 13, 2024

Scottville Calls Thurs - Wed

| CFS Date/Time | CFS # | Responder Agencies | Primary Units | Address | Descriptions |
|-------------------|------------|----------------------|----------------------|-----------------------|------------------|
| 06/06/24 13:34:46 | MO24-25660 | SVPD | SV2 | 303 N MAIN ST, | HARASSMENT |
| 06/06/24 14:41:23 | MO24-25670 | MSP | 6236 | W STATE ST / S MAIN | TRAFFIC STOP |
| 06/06/24 16:39:01 | MO24-25695 | MO911 | 193 | 117 N MAIN ST, | ASSIST |
| 06/06/24 16:39:57 | MO24-25696 | SVPD | SV3 | N MAIN ST / W MAPLE | TRAFFIC STOP |
| 06/06/24 20:01:26 | MO24-25731 | SVPD | SV3 | 411 N THOMAS ST, | DISTURBANCE |
| 06/06/24 23:24:04 | MO24-25758 | MCSO, SVPD | SV3, M37 | 130 W STATE ST, | SUSPICIOUS |
| 06/06/24 23:41:22 | MO24-25761 | SVPD | SV3 | S MAIN ST / W STATE | OPERATE UNDER |
| 06/07/24 02:41:45 | MO24-25768 | MCSO | M37 | 410 THORNWILD DR, | SUSPICIOUS |
| 06/07/24 16:53:32 | MO24-25864 | MCSO | M45 | 105 N MAIN ST, | TELEPHONE |
| 06/08/24 14:46:04 | MO24-26050 | MO911 | 199 | 2578 S RIGGLE RD, | ASSIST |
| 06/08/24 20:01:59 | MO24-26103 | LPD, MCSO | M9, 204 | 105 E 5TH ST, | CHILD |
| 06/09/24 00:17:45 | MO24-26132 | MCSO | M45 | 117 N MAIN ST, | RECKLESS DRIVER |
| 06/09/24 04:48:08 | MO24-26143 | MO911 | 153 | 301 S CROWLEY ST, | REPOSSESSION |
| 06/10/24 10:08:20 | MO24-26321 | MCSO | M36 | 510 E STATE ST, | LARCENY |
| 06/10/24 10:32:25 | MO24-26325 | MCSO | M36 | 102 E 5TH ST, | HIT RUN ACCIDENT |
| 06/10/24 12:10:05 | MO24-26344 | SVPD | SV3 | 310 W 4TH ST, | CIVIL COMPLAINT |
| 06/11/24 00:50:16 | MO24-26448 | MCSO | M42 | 410 THORNWILD DR, | STOLEN VEHICLE |
| 06/11/24 01:33:44 | MO24-26450 | MCSO | M17 | 204 N THOMAS ST, | 911 HANGUP CALL |
| 06/11/24 07:52:48 | MO24-26471 | MCSO | M23 | 214 THORNWILD DR, | CUSTODY DISPUTE |
| 06/11/24 08:26:16 | MO24-26472 | MCSO | M44 | 109 N COLUMBIA AVE, | FOLLOW UP |
| 06/11/24 12:05:17 | MO24-26544 | 21, 21R, MASON LIFE, | MEDIC, 21R, 21, SV2, | W STATE ST / S MAIN | VEHICLE ACCIDENT |
| 06/11/24 14:56:58 | MO24-26576 | SVPD | SV3 | 105 N MAIN ST, | FOUND PROPERTY |
| 06/11/24 17:04:00 | MO24-26602 | SVPD | SV3 | S MAIN ST / E 5TH ST, | TRAFFIC STOP |
| 06/11/24 19:56:41 | MO24-26628 | SVPD | SV3 | 101 E STATE ST, | SUSP VEHICLE |
| 06/11/24 22:18:20 | MO24-26648 | SVPD | SV3 | W STATE ST / S | TRAFFIC STOP |
| 06/12/24 00:30:03 | MO24-26659 | MCSO | M37 | 105 N MAIN ST, | RECKLESS DRIVER |
| 06/12/24 06:31:39 | MO24-26673 | MCSO | M19 | 510 E STATE ST, | TELEPHONE |

| CFS Date/Time | CFS # | Responder Agencies | Primary Units | Address | Descriptions |
|-------------------|------------|--------------------|---------------|-----------------------|--------------|
| 06/12/24 19:20:52 | MO24-26815 | MC SO | M45 | E 5TH ST / S MAIN ST, | FOLLOW UP |
| 06/12/24 23:45:05 | MO24-26869 | MC SO | M45 | 112 W BROADWAY | SUSPICIOUS |

Total Records: 29

Mason - Oceana 911
 Ray Hasil, Director
 9160 N. Oceana Drive
 Pentwater, MI 49449
 Phone: (231) 869-7911
 Fax: (231) 869-5857



Printed on June 21, 2024

Scottville Calls Thurs - Wed

| CFS Date/Time | CFS # | Responder Agencies | Primary Units | Address | Descriptions |
|-------------------|------------|--------------------|---------------|-----------------------|------------------|
| 06/13/24 09:46:01 | MO24-26901 | SVPD | SV2 | 410 THORNWILD DR, | COMPLAINT |
| 06/13/24 10:23:09 | MO24-26910 | SVPD | SV2 | 109 N COLUMBIA AVE, | COMPLAINT |
| 06/14/24 08:41:51 | MO24-27081 | 21R, MASON LIFE | MEDIC, 21R | 309 E JAMES ST, | MED2 |
| 06/14/24 10:38:08 | MO24-27096 | MCSO | M23 | 414 THORNWILD DR, | DOMESTIC |
| 06/14/24 15:40:36 | MO24-27170 | SVPD | SV3 | 131 S MAIN ST, | BREAKING AND |
| 06/14/24 16:46:23 | MO24-27198 | SVPD | SV3 | 204 E STATE ST, | DISTURBANCE |
| 06/14/24 17:34:17 | MO24-27213 | SVPD | SV3 | 506 E STATE ST, | TRAFFIC STOP |
| 06/14/24 17:58:46 | MO24-27221 | SVPD | SV3 | 506 E STATE ST, | TRAFFIC STOP |
| 06/14/24 19:22:33 | MO24-27257 | SVPD | SV3 | 206 S MAIN ST, | WELL BEING CHECK |
| 06/14/24 19:50:11 | MO24-27277 | MCSO | M37 | W STATE ST / S MAIN | TRAFFIC STOP |
| 06/14/24 22:03:00 | MO24-27334 | SVPD | SV3 | S ELM ST / E STATE | TRAFFIC STOP |
| 06/14/24 22:47:23 | MO24-27351 | SVPD | SV3 | S COLUMBIA AVE / E | TRAFFIC STOP |
| 06/14/24 23:33:40 | MO24-27363 | SVPD | SV3 | N MAIN ST / W BERYL | TRAFFIC STOP |
| 06/15/24 23:42:40 | MO24-27614 | MCSO | M17 | E STATE ST / S | TRAFFIC STOP |
| 06/16/24 00:11:14 | MO24-27618 | MCSO | M43 | N MAIN ST / W | TRAFFIC STOP |
| 06/16/24 00:36:24 | MO24-27624 | MCSO | M37 | W JOHNSON RD / N | MOTORIST ASSIST |
| 06/16/24 01:14:02 | MO24-27627 | MO911 | 187 | 210 N REINBERG AVE, | ASSIST |
| 06/16/24 19:06:47 | MO24-27759 | SVPD | SV3 | S MAIN ST / W 1ST ST, | TRAFFIC STOP |
| 06/16/24 19:11:47 | MO24-27760 | SVPD | SV3 | 204 E STATE ST, | CUSTODY DISPUTE |
| 06/16/24 20:24:55 | MO24-27780 | SVPD | SV3 | 107 W STATE ST, | TRAFFIC STOP |
| 06/16/24 20:25:02 | MO24-27781 | SVPD | SV3 | 400 W 3RD ST, | PEACE KEEPING |
| 06/16/24 23:35:30 | MO24-27809 | SVPD | SV3 | 400 W 3RD ST, | PEACE KEEPING |
| 06/17/24 08:49:33 | MO24-27830 | SVPD | SV2 | 201 W GREENE ST, | SUSPICIOUS |
| 06/17/24 11:49:07 | MO24-27861 | SVPD | SV2 | 303 N MAIN ST, | CIVIL COMPLAINT |
| 06/17/24 12:27:59 | MO24-27868 | SVPD | SV2 | 115 THORNWILD DR, | CIVIL COMPLAINT |
| 06/17/24 13:07:25 | MO24-27874 | SVPD | SV2 | 105 N MAIN ST, | ASSIST |
| 06/18/24 08:44:51 | MO24-28037 | MSP | 6213 | 303 N MAIN ST, | TELEPHONE |

| CFS Date/Time | CFS # | Responder Agencies | Primary Units | Address | Descriptions |
|-------------------|------------|--------------------|---------------|------------------------|------------------|
| 06/18/24 10:00:33 | MO24-28050 | MASON LIFE | MEDIC | 212 THORNWILD DR, | MED3 |
| 06/18/24 11:46:12 | MO24-28061 | MCSO | M9 | 112 S MAIN ST, | FOLLOW UP |
| 06/18/24 18:23:01 | MO24-28157 | MCSO | M43 | S COLUMBIA AVE / E | DOMESTIC |
| 06/18/24 21:29:31 | MO24-28197 | MCSO | M45 | 400 W 3RD ST, | THREAT COMPLT |
| 06/18/24 22:41:26 | MO24-28215 | MCSO | M45 | 400 W 3RD ST, | HARASSMENT |
| 06/19/24 00:51:48 | MO24-28228 | MCSO | M45 | 400 W 3RD ST, | TELEPHONE |
| 06/19/24 01:16:37 | MO24-28230 | MCSO | M17 | 101 E STATE ST, | TRAFFIC STOP |
| 06/19/24 01:26:04 | MO24-28231 | MCSO | M41 | N MAIN ST / W MAPLE | TRAFFIC STOP |
| 06/19/24 09:50:12 | MO24-28269 | MSP | 6189 | 43.954386, -86.286567, | TRAFFIC STOP |
| 06/19/24 13:33:24 | MO24-28322 | SVPD | SV3 | 401 W 3RD ST, | WELL BEING CHECK |
| 06/19/24 14:19:03 | MO24-28331 | NCSO, SVPD | 215N, SV2 | 307 W 3RD ST, | ORDINANCE |
| 06/19/24 14:28:13 | MO24-28335 | SVPD | SV2 | 301 S CROWLEY ST, | ORDINANCE |
| 06/19/24 14:31:36 | MO24-28337 | SVPD | SV2 | 303 S MAIN ST, | ORDINANCE |
| 06/19/24 14:46:36 | MO24-28347 | SVPD | SV2 | 202 E BROADWAY | FOLLOW UP |
| 06/19/24 15:12:42 | MO24-28359 | SVPD | SV2 | 105 N MAIN ST, | MISCELLANEOUS |
| 06/19/24 15:12:46 | MO24-28360 | SVPD | SV2 | 105 N MAIN ST, | MISCELLANEOUS |
| 06/19/24 15:27:13 | MO24-28362 | MCSO | M23 | 131 W STATE ST, | TRAFFIC STOP |
| 06/19/24 15:49:14 | MO24-28368 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 15:49:17 | MO24-28369 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 15:49:19 | MO24-28370 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 15:49:22 | MO24-28371 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 15:49:24 | MO24-28372 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 15:49:27 | MO24-28373 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 15:49:29 | MO24-28374 | SVPD | SV2 | 105 N MAIN ST, | ORDINANCE |
| 06/19/24 19:58:23 | MO24-28443 | SVPD | SV3 | N MAIN ST / W MAPLE | TRAFFIC STOP |
| 06/19/24 21:08:24 | MO24-28453 | SVPD | SV3 | 303 N MAIN ST, | ASSIST |

Total Records: 53

Incident Summary

Report Criteria:

| Start Date | End Date | Officer | Offense |
|------------|------------|---------|---------|
| 06/10/2024 | 06/21/2024 | ALL | ALL |

| IncidentNumber | Report Date | Status | Officer | Description/Offense | Location |
|----------------|-------------|-------------|---------------------|---|---|
| 24-026344 | 06/10/2024 | Closed | WIETRZYKOWSKI,STEVE | ASSIST WITH ATTEMPT TO LOCATE A BOAT | 310 W THIRD ST, SCOTTVILLE |
| 24-026372 | 06/11/2024 | Turned Over | SKINNER,KATRINA | 99009 - General Non-Criminal well being check | 982 W FIRST STREET, SCOTTVILLE |
| 24-026576 | 06/11/2024 | Closed | WIETRZYKOWSKI,STEVE | 99009 - General Non-Criminal FOUND DEBIT CARD | SCOTTVILLE POLICE DEPARTMENT -- 105 N. MAIN ST/ STATE, SCOTTVILLE |
| 24-026628 | 06/11/2024 | Closed | WIETRZYKOWSKI,STEVE | 98008 - Found Property and Lost Property SUSPICIOUS VEHICLE | SHELL GAS STATION -- 101 E STATE ST, SCOTTVILLE |
| 24-026901 | 06/13/2024 | Closed | SKINNER,KATRINA | 98007 - Inspection Suspicious Situation larceny | 212 THORNWILD DRIVE, AZ, SCOTTVILLE |
| 24-027170 | 06/13/2024 | Inactive | WIETRZYKOWSKI,STEVE | 98007 - Inspection Suspicious Situation Breaking and Entering | NATURAL DOCTOR -- 134 S. MAIN STREET, SCOTTVILLE |
| 24-027198 | 06/14/2024 | Closed | WIETRZYKOWSKI,STEVE | 22002 - BURGLARY - ENTRY W/OUT FORCE(Intent) Disturbance | MASON COUNTY DISTRICT LIBRARY -- 204 E STATE ST, SCOTTVILLE |
| 24-027257 | 06/14/2024 | Closed | WIETRZYKOWSKI,STEVE | 99009 - General Non-Criminal SUSPICIOUS BEHAVIOR | DOLLAR GENERAL -- 206 S MAIN ST, SCOTTVILLE |
| 24-027760 | 06/16/2024 | Closed | WIETRZYKOWSKI,STEVE | 98007 - Inspection Suspicious Situation CHILD CUSTODY MATTER | STATE/MAIN, SCOTTVILLE |
| 24-027830 | 06/17/2024 | Closed | SKINNER,KATRINA | 98006 - Inspection Civil Matter Disputes well being check | OPTIMIST HALL -- 105 W GREEN STRET, SCOTTVILLE |
| 24-027868 | 06/17/2024 | Open | SKINNER,KATRINA | 99009 - General Non-Criminal suspicious | 115 THORNWILD DRIVE, SCOTTVILLE |
| 24-028322 | 06/19/2024 | Closed | WIETRZYKOWSKI,STEVE | 98007 - Inspection Suspicious Situation ASSIST | 400 W THIRD ST, 421, SCOTTVILLE |

Incident Summary

Report Criteria:

| Start Date | End Date | Officer | Offense |
|------------|------------|---------|---------|
| 06/10/2024 | 06/21/2024 | ALL | ALL |

| IncidentNumber | Report Date | Status | Officer | Description/Offense | Location |
|----------------|-------------|--------|-----------------|---|-------------------------------------|
| 24-028331 | 06/20/2024 | Open | SKINNER,KATRINA | 99009 - General Non-Criminal | 307 W THIRD STREET, SCOTTVILLE |
| 24-028335 | 06/20/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicle | 301 S CROWLEY STREET, SCOTTVILLE |
| 24-028337 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicle | 303 S MAIN STREET, SCOTTVILLE |
| 24-028359 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 401 E STATE STREET, SCOTTVILLE |
| 24-028360 | 06/20/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 306 E BROADWAY AVE, SCOTTVILLE |
| 24-028368 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicle | 128 W BROADWAY AVE, SCOTTVILLE |
| 24-028369 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicles | 414 E STATE STREET, SCOTTVILLE |
| 24-028370 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 404 N THOMAS STREET, SCOTTVILLE |
| 24-028371 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 109 E BERYL STREET, SCOTTVILLE |
| 24-028372 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 203 N THOMAS STREET, SCOTTVILLE |
| 24-028373 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 306 N THOMAS STREET, SCOTTVILLE |
| 24-028374 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT IN OP VEHICLE | 103 N GAY STREET, SCOTTVILLE |

Incident Summary

Report Criteria:

| Start Date | End Date | Officer | Offense |
|------------|------------|---------|---------|
| 06/10/2024 | 06/21/2024 | ALL | ALL |

| IncidentNumber | Report Date | Status | Officer | Description/Offense | Location |
|----------------|-------------|--------|---------------------|--|---|
| 24-028453 | 06/19/2024 | Closed | WIETRZYKOWSKI,STEVE | 98011 - ORDINANCE ENFORCEMENT CIVIL MATTER (EVICTION PROCESS) | 303 N MAIN ST, SCOTTVILLE |
| 24-028561 | 06/20/2024 | Closed | SKINNER,KATRINA | 98006 - Inspection Civil Matter Disputes MDOP | MCC MIDDLE SCHOOL -- 310 BERYL STREET, SCOTTVILLE |
| 24-028586 | 06/20/2024 | Closed | WIETRZYKOWSKI,STEVE | 98007 - Inspection Suspicious Situation LOOSE DOGS | 126 W STATE ST, SCOTTVILLE |
| 24-028604 | 06/20/2024 | Open | SKINNER,KATRINA | 55000 - HEALTH AND SAFETY in op vehicle x2 | 301 W MAPLE STREET, SCOTTVILLE |
| 24-028606 | 06/20/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicle | 206 N THOMAS STREET, SCOTTVILLE |
| 24-028805 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicle | 106 N GAY STREET, SCOTTVILLE |
| 24-028831 | 06/19/2024 | Open | SKINNER,KATRINA | 98011 - ORDINANCE ENFORCEMENT in op vehicle | 307 W THIRD STREET, SCOTTVILLE |

Incident/Offense Count: 31

Ticket Ledger Report

Report Criteria:

| Start Date | End Date | Officer | Ticket Type |
|------------|------------|---------|-------------|
| 06/10/2024 | 06/21/2024 | ALL | ALL |

| Number | Date | Location | Description | Officer | Fine | Paid |
|---------|----------|----------------------------|---|-----------------|--------|--------|
| C-45393 | 06/11/24 | MAIN/THIRD | Holding or using a mobile electronic device while operating | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45394 | 06/14/24 | STATE/BLAINE | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45395 | 06/14/24 | STATE/BLAINE | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45396 | 06/14/24 | STATE/REINBERG | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45397 | 06/14/24 | STATE/REINBERG | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45398 | 06/14/24 | STATE/MAIN | Disregarded Stop and Go Light | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45399 | 06/14/24 | STATE/MAIN | SPEED VIOLATION-POSTED LIMIT | SKINNER,KATRINA | 100.00 | 100.00 |
| | | | Exceeded Posted Speed | | 0.00 | 0.00 |
| C-45400 | 06/14/24 | MAIN/BROADWAY | Exceeded Prima Facia speed limit | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45401 | 06/15/24 | STATE/COLUMBIA | Holding or using a mobile electronic device while operating | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45402 | 06/16/24 | STATE/ELM | Holding or using a mobile electronic device while operating | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45403 | 06/16/24 | STATE/REINBERG | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-0288 | 06/17/24 | 700 RIVER STREET | parking | SKINNER,KATRINA | 50.00 | 50.00 |
| C-45404 | 06/19/24 | STATE/REINBERG | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45405 | 06/19/24 | STATE/REINBERG | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45406 | 06/19/24 | STATE/REINBERG | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45407 | 06/19/24 | N MAIN ST/MAPLE AVE | Expired Registration Plate | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45311 | 06/20/24 | S MAIN/SECOND STREET | speed | SKINNER,KATRINA | 0.00 | 0.00 |
| C-45312 | 06/20/24 | S MAIN STREET/RIVER STREET | using mobile electronic device while driving | SKINNER,KATRINA | 0.00 | 0.00 |
| C-45408 | 06/20/24 | MAIN/RIVER | Exceeded Posted Speed | WIETRZYKOWSKI,S | 0.00 | 0.00 |
| C-45410 | 06/20/24 | STATE/REINBERG | Holding or using a mobile electronic device while operating | WIETRZYKOWSKI,S | 0.00 | 0.00 |

Ticket Count: 20

Arrest Report

Report Criteria:

| Start Date | End Date | Officer |
|------------|------------|---------|
| 06/10/2024 | 06/21/2024 | ALL |

| Arresting Officer | Arrest Date | Incident | Arrestee | Charge Description | | | Charge | Juvenile? |
|-------------------|-------------|----------|----------|--------------------|----------|---------|--------|-----------|
| | | | | Adult | Juvenile | Unknown | | |
| Total Arrests: | | | | 0 | 0 | 0 | 0 | |

96 in

Welcome to Scottville Boat Ramp & Parking

A self-service pay station is located on the fish station door

Daily Fee: \$5.00

Annual Sticker- Resident: \$30.00

Annual Sticker- Non-Resident: \$50.00

Reference City Ordinance 70.24 Boat ramp parking and penalty code 70.99. As Amended
Parking fee resolution 24-01

Annual stickers are available at:

Scottville City Hall, Scottville Riverside Park,
Henry's Landing Campground, and River Run Livery

Instructions



1 Fill out envelope and enclose fee



2 Detach stub Place on DASH or HAVE VISIBLE



3 Drop envelope in Fee Box on Door

Thank You



Boat Ramp & Parking Rules

NO OVERNIGHT CAMPING OR PARKING

General use & fish cleaning station Hours:

Dusk - Dawn

Reference City Ordinance 93.07 and penalty 10.99

ANIMALS

91.18 Running at Large

91.34 Leash- All animals shall be on a leash no longer than 6 feet in length

91.33 Sanitation- Animal waste bags are provided by the fish cleaning station

Reference City Ordinances and penalty 10.99

48 in

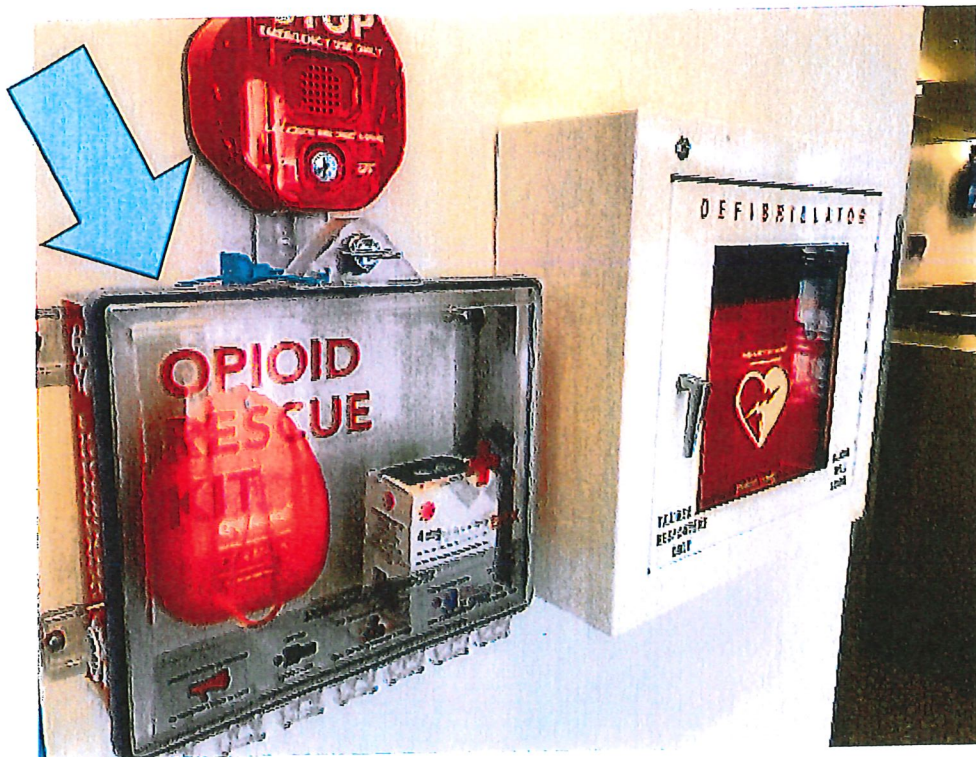
Final Draft 6/17/24

Naloxone Info: Follow The H.O.P.E Project on Facebook. Or contact Grace Richardson (grichardson@dhd10.org) or Angie Gullekson (agullekson@dhd10.org)



Nalox Box- DHD#10 can give you a Nalox box to install. If you need more Naloxone, you can come to DHD#10 to get small amounts of it. The Nalox box is placed on a wall somewhere easy to access. Must have someone install onto wall-hardware included.

No cost.



Narcan Training- DHD#10 offers a Narcan training for those who would like to become trained in the topic.

No cost.

Presentation time lasts about an hour.

Participants will be able to get a box of their own nasal spray Narcan.

Newspaper Stand (Naloxone Distribution Box) – DHD#10 can provide a Distribution Box to be installed outside of your facility, or best location. They ensure Naloxone (Narcan) is easily accessible to those who need it. The Naloxone (Narcan) is free and available in most locations 24/7.

No cost to you.

Have a staff member responsible for restocking/reordering/monitoring naloxone. Bulk orders of free Naloxone can be made through the MDHHS order form.

Connect with Grace or Angie.



DPW Report

Equipment

Equipment has just been routine for the last couple of weeks. Knock on wood nothing has broke down on us lately, so we have just been keeping up with preventive maintenance.

Building and Grounds

Building and grounds has been a busy area lately. We have a lot of projects in the works right now. We are waiting for approval of the latest TCO for a requested handicap parking spot on North main. Materials are in for that project, and we will be set to get that handled following Monday's meeting. I have met with the senior center a few times over the past couple of months about the parking spots they requested. This project will more than likely be a late night or weekend process while the center is closed. They were concerned about the available spots they have currently being blocked off for the day. We will work with Clarence on scheduling that accordingly. The stop sign at Tomorski's, (alley on High St) has been relocated per homeowner request so that's off the table for now. Jabrocki Excavating won the bid for the demolition of Mcphail buildings, and those buildings are now gone. There will be a small pile of lumber lingering for a short time at the old Boy Scout building location. The crew ran into a MASSIVE bee problem, and they were on the phone today trying to get that squared away. If it is not taken care of before Tuesday, I will let the Tball league know to take a week off until the issue is resolved. The cemetery has had me very busy the last couple of weeks. We are currently dealing with a Damm issue, and it is getting resolved. This was an unforeseen problem and in no way a preventative maintenance issue. With that being said, the pump on our north pond is being very temperamental and we will be trouble shooting that next week. The pump is from 2001 and is getting tired, we will get it through the season and go from there. Pot holes are being filled in spare time, we will keep chipping away there.

Water/Sewer

Water routes were successful this month. There have been a lot of questions regarding the main break. Kathy and Kelse have done a great job explaining and dealing with a lot of the disruptions on bills. It will take another billing cycle to work out all of the kinks, but we will get there. We sat in a few meetings with the engineers about the upcoming major project in the future. The grant agreement has been signed and we look forward to the planning and execution of the improvements to our infrastructure. With the experience that Clarence has, I think this will go smoother than most of us planned. We still have some work to do on Lead and Copper laws, but it's new to the whole state and is a trial-and-error situation. It's complex and the state always has its demands. In two weeks, Kennedy industries will be in town installing our new VFD's for the lift station. We have been limping on one pump for quite some time so let's keep our fingers crossed that this goes well.

River Park

We had quite the tree come down yesterday at the park. It was 7-8 feet at the base with three full size trees coming out of it. The trunk and root system had been deteriorating from the inside out. All three of the trees stood over 40 feet tall and were not light in the branch department. With one of the

trees falling toward our primitive sites it was detrimental to get it down immediately. We treated this very seriously and called in an emergency take down for today. It was handled safely and professionally, and campers and guests are now out of harm's way. The new sign for the boat launch was delivered Thursday and will be posted next week. The DPW will help Jeff install that, considering how big it is.

We still have a lot of tree trimming and other projects to chip away at, these are just some of the main things on our radar. I would like to thank our new manager Clarence for going out of his way to take some things off our desk that have been lingering for a while. His education and experience have really paid off thus far, and we are VERY excited to see what else he brings to the table. If anyone has any questions about this report or more details about individual items, please feel free to reach out. I will try and make myself available if possible. Thank you for your time and have a great weekend!

-Justin

AGREEMENT FOR WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT FOR WASTE COLLECTION AND DISPOSAL (the “Agreement”) is made effective July 1, 2024, by and between the **City of Scottville, MI**, a Michigan Municipal Corporation, of 105 Main St., Scottville, Michigan 49454 (hereinafter “City”), and **Harland’s Sanitary Landfill, Inc.**, dba REPUBLIC SERVICES OF MANISTEE, of 3890 Camp Rd., Manistee, Michigan, 49660 (hereinafter “Contractor”) (together, the “Parties”).

ARTICLE I DEFINITIONS

- A. Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.
- B. Base Hauling Rate. The amount charged by Contractor to the City pursuant to this Agreement for the collection and disposal of Refuse, Recyclables, Yard Waste and Bulk Collection Items as more particularly set forth in Article IV of this Agreement.
- C. Bulk Item. Bulk item (or items) means any item that is too large for placement in a Refuse Cart and includes, but is not limited to, mattresses, furniture and appliances and the other items set forth on Appendix A to this Agreement and incorporated herein.
- D. Bulk Item Collection. The regular collection, by Contractor, of a Bulk Item (or items) from a Customer for disposal by the Contractor in accordance with this Agreement.
- E. City Manager. The person employed by the City as City Manager or his or her designee.
- F. City Refuse Bag. A City-approved bag, purchased by a Customer from the City, for the collection and disposal of Refuse or Yard Waste.
- G. Customer. Any person that owns or leases real property in the City used for residential dwelling purposes.
- H. Excluded Waste. Excluded Waste means: (1) Hazardous Waste, or (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law. Examples of Excluded Waste include, but are not limited to, the following: all tires (in whole or parts thereof), cement blocks, shingles, broken glass, liquids, antifreeze, oil, carbonated beverage containers; paint cans, large amounts of construction materials; items deemed dangerous to the Contractor’s personnel, or equipment such as gasoline, hot ashes and any items too heavy to be lifted by two average people, or additional items mutually agreed upon by the Contractor and the City.

- I. Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act (RCRA), and including future amendments thereto, and any other Applicable Law.
- J. Monthly Charge. The charge by the Contractor to the City for the collection and disposal of residential Refuse, Recyclables, Yard Waste and Bulk Items as set forth in this Agreement.
- K. Recyclable Carts. The container owned by Contractor and provided to a Customer for use by the Customer for the accumulation, storage and disposal of Recyclable Material.
- L. Recyclable Material. Recyclable Material consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, magazines, junk mail, paperboard and other paper; plastics and plastic film; ferrous and non-ferrous metals; aluminum and steel cans; household plastics #1 thru #7 (with exceptions); and any other material deemed recyclable and mutually acceptable by the City and Contractor all as more particularly set forth on Appendix B attached to this Agreement and incorporated herein.
- M. Refuse. The Solid Waste generated by a Customer that may be disposed of in a Refuse Cart for collection and disposal by Contractor in accordance with this Agreement.
- N. Refuse Carts. The container provided and owned by Contractor to a Customer for use by the Customer for the accumulation, storage and disposal of Refuse.
- O. Services. The collection, transportation and disposal of Customers' Waste Material, Recyclable Material, Yard Waste, and Bulk Items in the City by Contractor in accordance with this Agreement. Services shall also include providing the necessary carts and dumpsters referenced herein.
- P. Solid Waste. Solid Waste is any nonhazardous solid waste generated at a Customer's location within the City that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Excluded Waste.
- Q. Waste Material. Waste Material is all Solid Waste and, if designated in this Agreement, Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Excluded Waste.
- R. Yard Waste. Grass clippings, leaves, weeds, twigs, pruning, shrub clippings, garden waste, old potting soil and dirt incidental to minor yard work, which may be disposed of by a Customer in a biodegradable "lawn and leaf" bag for collection and disposal by Contractor in accordance with this Agreement. Yard Waste does not include any Excluded Waste.

ARTICLE II
REFUSE COLLECTION

A. Residential Refuse Collection.

1. Contractor is hereby granted the exclusive right, and hereby accepts the obligation, to collect and dispose of all residential Refuse and Recyclables from Customers located within the City, with the exceptions hereinafter set forth. It is understood that City cannot mandate that a residential Customer utilize the Contractor's Services as provided for herein and a residential Customer may dispose of its Refuse on its own. Notwithstanding the foregoing and for all other Customers, during the term of this Agreement, City shall not authorize any other person or entity to perform the Services to be performed by Contractor hereunder and shall take such action as may reasonably be required to prohibit any other person or entity from providing such Services during the term hereof. Contractor shall collect all Refuse from all Customers no less often than once per week and Recyclables from all Customers no less often than once every two weeks, the specific days and routes to be as set forth in this Agreement or otherwise as the City and Contractor may agree. Residential Yard Waste shall be collected no less often than once per week during the period of April 1 through October 31.
2. Rules for Customer handling of Refuse and Recyclables shall be agreed upon between Contractor and City, and distributed to Customers and published, including the obligation of each residential Customer to place all refuse in Refuse Carts or City Refuse Bag and Recyclables in Recyclables Carts, and the timing of placement of all carts and Refuse Bags at the curbside for pickup by Contractor. Extra carts can be rented by Customer as outlined in Section IV.B.4.
3. This Agreement provides for collection of residential Refuse, Recyclables, Yard Waste and Bulk Item Collection only; Contractor is not required by this Agreement to collect Refuse, Recyclables, Yard Waste or Bulk Items from any non-residential property in the City.

B. Bulk Item Collection.

1. Contractor shall provide for Bulk Item Collection of one Bulk Item from each residential Customer on the first day of collection of residential Refuse each month.
2. A Customer with other Bulk Items for disposal may set out such items for collection and disposal after purchasing and affixing a Bulk Item tag from the City. Such additional Bulk Items shall be set out for collection and disposal on the date for residential Refuse collection.
3. Additional rules and guidelines for residential Bulk Item Collection are set forth on Appendix A to this Agreement and incorporated herein.

**ARTICLE III
RECYCLABLES COLLECTION**

- A. Residential Recyclable Schedule. The Contractor shall provide every other week curbside collection of a Customer's Recyclables for all properly prepared Recyclables. All items to be collected must be placed in a Recyclables Cart and placed curbside for pick up.
- B. Residential Recyclable Material. Contractor shall collect (at a minimum) the Recyclable Material (and any other material deemed recyclable and mutually acceptable by the City and Contractor) that is placed in a Recyclable Cart.

**ARTICLE IV
GENERAL CONDITIONS**

- A. General Conditions.
 - 1. Collection Schedule — All Refuse shall be collected once per week. Residential Recyclables shall be collected every other week. Bulk Item Collection of one Bulk Item shall be collected once per month on the first collection day of the month; provided, however, that a Customer may set out additional Bulk Items for collection and disposal by Contractor on a regular residential Refuse collection day so long as the Bulk Item has a City-issued Bulk Item tag attached to the item. All collections shall occur Monday through Friday (or Saturdays during holiday weeks or inclement weather as hereinafter provided). Yard Waste shall be collected on Monday and residential Refuse and Recyclables shall be collected on Tuesday, unless otherwise expressly agreed to by the City in writing, and such collections shall occur between the hours of 7:00 a.m. and 8:00 p.m., and shall be conducted in a reasonably quiet fashion. No collection shall be made on Saturday or Sunday, except as otherwise expressly provided in writing by the City Manager. All Refuse and Recyclables shall be deposited in Refuse and Recyclables Carts, as the case may be, or in City-approved bags or have a City-approved Bulk Item Collection tag affixed to the item.
 - 2. Interrupted Collection Schedule — No collections will be made on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Where the holiday falls on or before the regular collection day, all Refuse, Recyclables, and Yard Waste will be collected one day later, unless the City and Contractor approve other arrangements. Service may also be interrupted/delayed due to acts of God (weather, etc.).
 - 3. Private Drives — Residents may solicit Contractor to provide service on private drives provided that a waiver of liability has been signed releasing Contractor and City of any responsibility for damage.
 - 4. Contractor Furnished Bins, Containers, and Equipment — All bins, containers and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Residents shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from

Contractor’s handling of the equipment). Residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

5. Complaints — All complaints made directly to the Contractor shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate; and if such allegations are verified, shall arrange for the collection of the uncollected refuse immediately, but no more than 48 hours after the complaint is received (weekends excluded). The Contractor shall furnish a toll-free number for the use of residents served under the contract. In the event of a billing dispute, Contractor shall respond fully to customer within one week of receiving a complaint.

B. Rates.

1. Monthly Charge — The Contractor will bill the City the Monthly Charge each month, in arrears, by the last day of the month. The Monthly Charge includes all costs associated with collections, disposal and processing of Refuse, Recyclables, Yard Waste and Bulk Item Collection.

| 7/1/24 - 6/30/25 | | |
|---|--------------------|-------------------|
| SERVICE | ANNUAL PRICE | MONTHLY PRICE |
| Base Hauling Rate - Refuse, Recycling, Yard Waste, and Bulk | \$84,524.76 | \$7,043.73 |
| Recycling Processing Fee* | \$3,570.00 | \$297.50 |
| Refuse Cart Rental** | \$5,441.28 | \$453.44 |
| TOTAL | \$93,536.04 | \$7,794.67 |

| 7/1/25 - 6/30/26 | | |
|---|--------------------|-------------------|
| SERVICE | ANNUAL PRICE | MONTHLY PRICE |
| Base Hauling Rate - Refuse, Recycling, Yard Waste, and Bulk | \$88,751.04 | \$7,395.92 |
| Recycling Processing Fee* | \$3,570.00 | \$297.50 |
| Refuse Cart Rental** | \$5,702.88 | \$475.24 |
| TOTAL | \$98,023.92 | \$8,168.66 |

| 7/1/26 - 6/30/27 | | |
|---|---------------------|-------------------|
| SERVICE | ANNUAL PRICE | MONTHLY PRICE |
| Base Hauling Rate - Refuse, Recycling, Yard Waste, and Bulk | \$93,188.64 | \$7,765.72 |
| Recycling Processing Fee* | \$3,570.00 | \$297.50 |
| Refuse Cart Rental** | \$5,990.64 | \$499.22 |
| TOTAL | \$102,749.28 | \$8,562.44 |

2. Base Hauling Rate – The Base Hauling Rate includes weekly Refuse collection, every other week, carted single-stream collection of Recyclables, weekly Yard Waste collection from April 1-Oct 31, and one Bulk Item Collection from each home. Refuse collection shall only be collected if placed in a City Refuse Bag or Contractor-provided residential Refuse Cart.

3. Recycling processing fee — The recycling processing fee set forth above is based on the tons collected and multiplied by the rates set forth by the materials recovery facility utilized by the Contractor, currently at \$70/ton.
4. Refuse Cart Rental — Refuse Cart Rental shall be determined by the number of homes that have subscribed to receive a cart and billed by that number of homes multiplied by the rate of \$2.08 per month, per home in year 1, \$2.18 per month, per home in year 2, \$2.29 per month, per home in year 3 of the Agreement.
5. Fuel Recovery Fee — A Fuel Recovery Fee can be assessed after year 1 of this Agreement and applied to the Base Hauling Rate in the event fuel costs exceed \$4.50/gallon. The Fuel Recovery Fee will be based on the DOE Index for Highway Diesel – Midwest Index. A surcharge of .04% shall be applied for every \$0.01/gallon increment of increase in Contractor’s cost of fuel above the Base Price of \$4.50/gallon. No fuel adjustments will be made or permitted if the prior 12-month average pricing is below the \$4.50/gallon. The possible addition of the fuel recovery fee will be reviewed yearly on the first business day following the anniversary date of this Agreement (e.g., July 1). If the previous 12-month average exceeds \$4.50/gallon, that average will be used to assess the Fuel Recovery Fee for the following 12-month invoicing.
6. Dumpsters for Riverside Park and DPW — Contractor shall provide and collect Refuse from up to 3 dumpsters located at Riverside Park in the City. Contractor shall collect from those dumpsters at that location no more than twice per week. One dumpster shall be provided at the DPW building and Contractor shall collect from that location no more than once per week. There is no additional charge by Contractor to City for providing the dumpsters or servicing the collection of Refuse from those dumpsters. Dumpsters at Riverside Park cannot have fish in them.
7. Refuse and Recyclables Carts — All Refuse and Recyclables Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Carts; residential Customers are responsible for cleaning of a Refuse and/or Recyclables Cart. Should a Refuse and/or Recyclables Cart be damaged due to the negligence of a Customer, a replacement charge of \$65.00 will be assessed. All Refuse and Recyclables Carts will remain the property of the Contractor. Residential Customers requesting a new Refuse and/or Recyclables Cart for delivery will be billed at a one-time charge of \$10 per cart.
8. Pass Through — The Monthly Charge may also be increased, upon thirty (30) days prior written notice by Contractor to City Manager due to future increases in Federal, State or local taxes (excluding income taxes and property taxes), and any charges, surcharges, and fees imposed by governmental authorities on Contractor’s collection services, processing facility for recycling or disposal site, and due to laws, rules, regulations and ordinances which are passed after the date hereof, or based on the interpretation or enforcement of which has changed after the date hereof which have the effect of increasing the cost of the Services, processing facility or the disposal site’s

direct costs. Contractor shall not be entitled to any increase associated with Contractor's violations of law, regulations, ordinances, or permit conditions or changes in the manner in which Contractor provides the Services (including selection of disposal or recycling locations) that are not otherwise required by a change in Federal, State or local laws, rules, regulations or ordinances.

9. Request for Increase — In the event that one or more material elements of cost to provide the Services required under this Agreement experiences a year over year (YoY) change greater than 15%, Contractor may submit a written request to the City for an increase in the “Annual Price” set forth in the table in Section IV.B.1, above, in excess of the amount set forth in such table by an additional amount equal to the additional cost increase. A “material element of cost” shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services. Contractor may only increase the cost of the Services in accordance with this subsection 9 with the approval of the City Commission. In the event that the City does not approve the requested increase, Contractor may terminate this Agreement with the City with not less than six (6) months prior written notice to the City or, at its election, Contractor may continue to perform the Services under the terms of this Agreement at the rates set forth in the table in Section IV.B.1, above.

ARTICLE V PROHIBITED/EXCLUDED WASTE COLLECTIONS

- A. Contractor shall not collect and dispose of Hazardous Waste or Excluded Waste each as defined by this Agreement and Applicable Laws.
- B. If Hazardous and/or Excluded Waste are discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Hazardous and/or Excluded Waste is removed and properly disposed of by the Customer or generator of the Hazardous and/or Excluded Waste. In the event any Hazardous or Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Hazardous and/or Excluded at a location authorized to accept such Hazardous and/or Excluded Waste in accordance with all applicable laws and charge the Customer or generator of such Hazardous and/or Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous and/or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the Customer or generator of the Hazardous and/or Excluded Waste and to collect the costs incurred by Contractor in connection with such Hazardous and/or Excluded Waste. Subject to the City providing all such reasonable assistance to Contractor, Contractor releases the City from any and all liability for any such costs incurred by Contractor in connection with such Hazardous and/or Excluded Waste, except to the extent that such Hazardous and/or Excluded Waste is determined to be attributed to the City.
- C. Contractor shall acquire title to Refuse, Recyclables and Yard Waste when they are loaded into Contractor's truck. Title to and liability for any Hazardous and/or Excluded Waste

shall remain with the Customer and/or generator thereof and shall at no time pass to Contractor.

ARTICLE VI BILLING PROCEDURES

Contractor shall bill City for the Services described in this Agreement rendered in arrears, on the last day of each month, and the City shall pay Contractor within thirty (30) days of receipt of said invoice. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith.

ARTICLE VII TERM AND TERMINATION

- A. Term. This Agreement is for a period of three (3) years commencing July 1, 2024, and ending June 30, 2027. This Agreement may be extended for additional periods upon mutual agreement of both parties.

- B. Termination. In the event there should occur a material breach or material default in the performance of any covenant or obligation of the City or Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement. In the event of termination of this Agreement for any reason, City shall pay Contractor for all Services rendered through the date of termination. The failure of the City Commission to approve an increase in the Annual Price as more particularly described in Section IV.B.9 above shall not constitute a material breach of this Agreement; similarly, the Contractor's termination of this Agreement pursuant to Section IV.B.9 above for failure of the City Commission to approve the Contractor's requested increase in the Annual Price shall not constitute a material breach of this Agreement.

ARTICLE VIII INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. Contractor will indemnify and hold harmless City from any and all liability and claims to the extent caused by Contractor's negligence or willful misconduct in the performance of this Services under this Agreement. Further, Contractor shall procure and maintain during the term of this Agreement the following insurance coverage:

1. WORKER'S COMPENSATION INSURANCE, including employer's liability to cover employee injuries or disease compensated under the Worker's Compensation Statutes of the State of Michigan.
 2. COMMERCIAL GENERAL LIABILITY INSURANCE, to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, and including the following exposures:
 - a. Bodily injury, or death - \$1,000,000 per person - \$1,000,000 per occurrence - \$1,000,000 property damage, occurrence.
 - b. All premises and complete operations coverage.
 - c. Broad form excess liability coverage in the amount of \$5,000,000
 - d. Comprehensive automotive liability to cover Michigan no-fault liability, residual bodily injury and property damage with coverage limits outlined in Section VIII.2.a above and otherwise complying with the provisions of the Michigan no-fault Act, including coverage for all occurrences arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle.
 - e. Additional insured: Contractor shall name the City, its officers, employees and agents as an additional insured on all policies providing coverage as set forth herein, other than workers' compensation.
 - f. Notice of cancellation: All policies affording the various coverage required under this Agreement, other than workers' compensation, should be endorsed to provide ten-day prior written notice to be delivered to the City before any of the coverage afforded by these policies is either materially changed or cancelled. Failure by the Contractor to maintain the coverage set forth above shall constitute a breach of this Agreement for which the City may terminate this Agreement as set forth herein.
- B. To the extent permitted by law, the City will indemnify and hold harmless Contractor from any and all liability and claims to the extent caused by City, its employees', contractors', and agents' gross negligence or willful misconduct in connection with the performance of this Agreement.

ARTICLE IX OTHER CONDITIONS

- A. Compliance with Local, State and Federal Laws. The Contractor shall comply with all applicable state, county and municipal regulations and the City shall retain jurisdiction over the health and safety standards of the Contractor's vehicles and their operation. The Contractor will be responsible for maintaining, including proper safety placards, all containers supplied by them.

B. Bankruptcy. If the Contractor should be adjudged bankrupt or make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of their insolvency or if they should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules or collections or if they fail to make prompt payment for materials or labor or persistently disregard laws of the State of Michigan and ordinances of the City or otherwise be guilty of substantial violation of any provisions of the Agreement, then the City may, without prejudice to any other right or remedy, terminate the Agreement and re-let the same.

C. Force Majeure.

1. Except for the payment obligations of the City hereunder, if the City or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean any event or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or the Contractor from performing any of its obligations (other than payment obligations) under this Agreement, including the following:

- a. Strikes, work stoppages, and other labor unrest; and
- b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of the Contractor or City, or any of their agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and
- c. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

Notwithstanding the foregoing, Residents shall be obligated to pay Contractor only for services actually performed.

2. In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall give prompt notice to the other party specifying in detail the event of force majeure and shall further be required to use its commercially reasonable efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

3. City will grant such variances in routes and schedules as are reasonably required in the event of force majeure and will negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in such event.

- D. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters dealt with herein. There are no other terms or promises, whether written or verbal. Any and all prior representations or agreements shall be deemed merged herein.
- E. Severability. If any provision of this Agreement is rendered void by acts of any legislature or the courts, this Agreement shall be construed as if the offending portion had been omitted.
- F. Changes and Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
- G. Choice of Law and Forum. The laws of the State of Michigan shall govern this agreement. Any dispute hereunder shall be determined in any federal or state court with competent jurisdiction in the State of Michigan. Venue shall be proper in the Mason County Circuit Court.
- H. Parties Bound; Assignment. This Agreement shall be binding upon the City, and Contractor and their respective, successors and assignees. Neither party may assign any or all of their rights and duties hereunder without the advance written consent of the other party, which consent shall not be unreasonably withheld.
- I. Mutual Drafting. This Agreement has been drafted by both the City and the Contractor and shall not be construed against either party as the drafter.

IN WITNESS THEREOF, we have hereunto set our hands and seals as of the day and year first above written.

CITY OF SCOTTVILLE, MICHIGAN

By: _____
Marcy Spencer, Mayor

Date: _____

HARLAND'S SANITARY LANDFILL, INC.,
(DBA: Republic Services of Manistee)

By: _____
Todd Harland, General Manager

Date: _____

Appendix A - Bulk Item Rules and Guidelines

A single Bulk Item shall be available for collection at each home, on the first solid waste collection day of the month. Supplemental Bulk Removal – Additional Bulk tags shall be available for residents needing more than one bulk item removed per month that is included in base service. Bulk tags shall be invoiced to the City by the number of tags sold by the City by the fee of \$10.50/tag.

Acceptable Bulk Items

| | | |
|--------------------------------|----------------------------|------------------------------|
| BBQ (no propane) | Desk | Sink |
| Basketball Hoop (4 ft or less) | Dishwasher / File Cabinet | Sofa |
| Bed Frame | Garage Door Motor/Track | Spa Cover (cut in half) |
| Bookshelf | Hutch | Stereos |
| Box Springs (must be bagged) | Ladder | Stove |
| Bureau | Lawnmower (push type) | Table |
| Cabinet | Mirrors (wrapped properly) | Televisions |
| Chair/Recliner | Mattress (must be bagged) | Toilet |
| Closet Doors | Microwaves | Washer |
| Dresser | Patio Chair | Water Heater |
| Door | Patio Table | Weight Bench |
| Dryer | Patio Umbrella | Wheelbarrow |
| | Pool (kids' wading size) | Wood (4 ft or less, bundled) |

Acceptable Items with Special Handling

Carpet/Flooring - cut down to 4 foot lengths and bundled (two rolls), not to exceed 50 pounds.
Lumber/wood - one bundle, 4 feet or less and 12 inches in diameter, not to exceed 50 pounds.

Unacceptable Bulk Items

| | | |
|-----------------------|------------------------|-----------------|
| Bathtubs | Fenders | Shopping Carts |
| Batteries | Garage Doors | Shower Modules |
| Boats | Glass | Spas |
| Bricks | Hazardous Waste | Tires |
| Camper Shells | Pianos | Trailers |
| Car Parts | Plywood | Transmissions |
| Concrete | Pool Tables | Tree Stumps |
| Construction Material | Riding Lawnmowers | Windows/Sliding |
| Drywall | Roofing | Glass Doors |
| Engines | Large Satellite Dishes | Yard Waste |

Appendix B - Recyclable Material

What can be recycled?

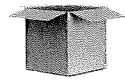
Recyclable

These items can be recycled in your curbside bin with
curbside recycling.



Paper

Paper (staples okay)
Newspaper
Envelopes
junk mail
Phone books
Brochures
Magazines



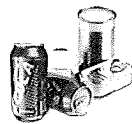
Cardboard

Bevy wrappers
File folders
Poster board
Frozen food boxes
Cardboard boxes
Milk cartons



Plastic

Water bottles
Take-out containers
Soda bottles
Bagged film plastics



Metal

Aluminum beverage cans
Food cans
Scrap metal
Some small appliances

Special handling

These items require special handling with
special equipment and are not to
be placed in a Republic Services bin.

Incandescent light bulbs
Fluorescent tubes
Computers & electronics
Needles or syringes
Hazardous waste
Paint
Toxic material containers

Non-recyclable

Aerosol cans
Aluminum foil
Batteries
Food waste
Glass
Mirrors or ceramics
Plastic bags
Styrofoam
Tissue, paper towels or napkins

For more information on recyclables, visit
RepublicServices.com



We'll handle it from here.™

© 2019 Republic Services, Inc.



CERTIFICATE OF INSURANCE - B

- FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
- FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN

Lansing, Michigan 48909

Email to: CommercialNewBusiness@fbinsmi.com

Fax to: 877-822-2875

Scan Code
CERT

Name and Address of Certificate Holder:

City of Scottville
105 Main St.
Scottville, MI 49454

AMENDED

Named Insured and Address:

Reams Concrete LLC
2660 BRUNSON RD
LUDINGTON, MICHIGAN 49431

Issue Date: 06/20/2024

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

| Type of Insurance | Policy Number | Policy Period | Limits of Liability |
|--|---------------|------------------------------------|---|
| Business Auto Liability <input type="checkbox"/> Any Auto (Symbol 1) <input type="checkbox"/> Owned Autos (Symbol 2) <input type="checkbox"/> Specifically Described Autos (Symbol 7) <input type="checkbox"/> Hired Auto (Symbol 8) <input type="checkbox"/> Non-Owned Auto (Symbol 9) <input type="checkbox"/> CERTIFICATE HOLDER is a Designated Insured <input type="checkbox"/> Includes a waiver of subrogation in favor of the Certificate Holder. | | Eff. Exp. | Combined Single Limit Each Accident \$ |
| Worker's Disability Compensation <input type="checkbox"/> Includes a waiver of subrogation in favor of the Certificate Holder. | | Eff. Exp. | Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ Each Accident (Employer's Liab.) Bodily Injury by Disease \$ Each Employee Bodily Injury by Disease \$ Policy Limit |
| Comprehensive General Liability or Commercial Package <input type="checkbox"/> Including <input type="checkbox"/> Excluding Products-Completed Operations <input type="checkbox"/> Personal Injury and Advertising Injury Liability Coverage is included <input type="checkbox"/> Hired Auto <input type="checkbox"/> Non-Owned Auto <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured <input type="checkbox"/> Includes a waiver of subrogation in favor of the Certificate Holder. <input type="checkbox"/> Excluding: | BO-11496123 | Eff. 03/11/2024 Exp. 03/11/2025 | Each Occurrence \$ 1,000,000 <input checked="" type="checkbox"/> Products Aggregate \$ 2,000,000 <input checked="" type="checkbox"/> General Aggregate \$ 2,000,000 <input checked="" type="checkbox"/> Medical Payments Limit \$ 5,000 <input checked="" type="checkbox"/> |
| Owners and Contractors Protective Liability | | Eff. Exp. | Each Occurrence \$ General Aggregate \$ |
| Umbrella Liability | | Eff. Exp. | Limit \$ |
| Farmowners Liability Including Products Business Pursuits <input type="checkbox"/> Excluded <input type="checkbox"/> Included <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured <input type="checkbox"/> Includes a waiver of subrogation in favor of the Certificate Holder. | | Eff. Exp. | Limit \$ Type: (Describe) |
| Other: | | Eff. Exp. | |

x Jameson Jameson
Authorized Signature

5412
Agent Number

231-398-3000
Agent Phone Number

6/19/24

TO: City of Scottville

From: Stallion Tracks, LLC

RE: Purchase of Encroachment areas – 145 S. Main Street, Scottville

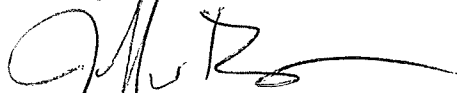
To whom it may concern,

Stallion Tracks, LLC is requesting to purchase approximately 12 feet of property along the south side of our existing property and approximately 3 feet of property along the west side of our existing property at 145 S. Main Street, Scottville. This request assumes that all encroachment issues will be eliminated. This will allow us to be able to proceed with the build out of the Stallion Mill project. I have attached the legal description with drawing for your review.

The MISS DIG marking system was contacted for utility marking and there does not appear to be any utilities in the described areas.

Stallion Tracks, LLC offers a lump Sum off of \$100.00 for the describe properties. The offer is based on being able to actually build the project as described and drawn.

Regards

A handwritten signature in black ink, appearing to read 'Jeff Barnett', with a long horizontal flourish extending to the right.

Jeff Barnett

Member: Stallion Tracks, LLC

Attachment

NORDLUND & ASSOCIATES, INC.

CONSULTING ENGINEERS AND SURVEYORS SINCE 1972

813 East Ludington Avenue
Ludington, Michigan 49431
(231)843-3485
email: ludington@nordlundandassociates.com

Invoice No. 18198

Please Include Invoice No. On Check

Jeff & Tracey Barnett
PO Box 83
Scottville, MI 49454

Date 6/18/2024

Job No. S 24-060

PO#

Professional Services:

Writing of New Descriptions for Lots 22 & 23, Block 14 of the City Assessor's Replat of Scottville

Amount
300.00

DUE UPON RECEIPT

\$300.00

W $\frac{1}{4}$ POST
SECTION 18
T18N, R16W
FD CD MDN
LCRC L5, PG
374

PROPERTY ADDRESS
145 S. MAIN STREET
SCOTTVILLE, MI 49454

NORTH PLAT LINE

PLAT
POB

SCALE: 1"=80'



-LEGEND-

R=RECORDED
M=MEASURED
C=COMPUTED

~BLOCK

12

19

13

20

14

21

15

142.6'(R)

22

23

BLAIN STREET (66' R/W)

66'(R)

S. MAIN STREET (66' R/W)

WEST SECTION LINE

2598.66'(M)
2045.25'

ALLEY (20' R/W)

EASEMENT

SW CORNER
SECTION 18
T18N, R16W
FD CD MDN
LCRC L4, PG 206



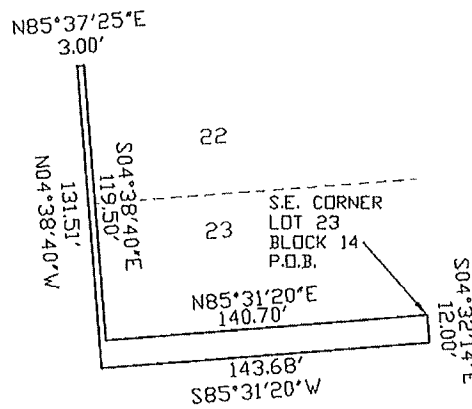
I HEREBY CERTIFY...that to the best of my professional knowledge and belief, I have surveyed the property as described and shown herein and that there are no visible encroachments on said property unless noted and that this survey is in accordance with Public Act 132 of 1970, as amended. The survey was performed in accordance with a description furnished by others. The actual error of closure of the boundary of this survey was not greater than 1 in 5000.

[Handwritten signature]

EASEMENT DESCRIPTION:

AN EASEMENT BEING PART OF THE ALLEY LYING SOUTH AND WEST OF LOTS 22 & 23, BLOCK 14 OF THE CITY ASSESSOR'S REPLAT OF THE VILLAGE OF SCOTTVILLE, MASON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, BLOCK 14; THENCE SOUTH 04°32'14" EAST 12.00 FEET; THENCE SOUTH 85°31'20" WEST 143.68 FEET; THENCE NORTH 04°38'40" WEST 131.51 FEET; THENCE NORTH 85°37'25" EAST 3.00 FEET TO THE NORTHWEST CORNER OF LOT 22 BLOCK 14; THENCE SOUTH 04°38'40" EAST ALONG THE WEST LINE OF LOT 22 & 23, 119.50 FEET; THENCE NORTH 85°31'30" EAST ALONG THE SOUTH LINE OF LOT 23, 140.70 FEET TO THE POINT OF BEGINNING.

EASEMENT DETAIL



THE BOUNDARY MEASUREMENTS WERE TAKEN FROM A SURVEY DONE IN 2016. THIS SURVEY WAS DONE FOR DESCRIPTION PURPOSES ONLY AND THE EASEMENT WAS NOT STAKED OUT AT THIS TIME.



I HEREBY CERTIFY...that to the best of my professional knowledge and belief, I have surveyed the property as described and shown herein and that there are no visible encroachments on said property unless noted and that this survey is in accordance with Public Act 132 of 1970, as amended. The survey was performed in accordance with a description furnished by others. The actual error of closure of the boundary of this survey was not greater than 1 in 5000.

[Handwritten Signature]

Renee Jensen
310 South Elm Street
Scottville, MI 49454

June 11, 2024

City of Scottville
c/o Mayor Marcy Spencer
105 Main Street
Scottville, MI 49454

Dear Mayor Spencer,

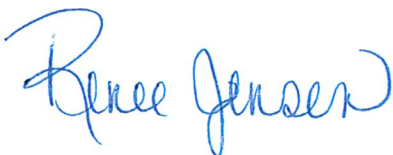
This letter is to express my interest in the recently vacated City Commissioner seat. It is my understanding that this position expires November 2024.

Being a life-long resident of Mason County, raised in Free Soil, and now living within the City of Scottville since 2016, I have a special interest in the City of Scottville. I spent many years working at the Orchard Market which my family owns. I graduated from Ferris State University with a Bachelor's Degree in Marketing and Sales. For the past 11 years I have been employed by Newkirk Electric Associates, Inc. in Muskegon, where I work remotely (home-based) in the accounting department as a Billing Specialist and Project Manager Assistant. Prior work experience includes being a Realtor for 10 years.

For the past few months (my husband and) I have attended the Commission meetings to get a better understanding of the status and progress of our City. I have heard praises and frustrations from community members. I would like to help find solutions to the problems that exist, and to resolve situations before they become issues. I would love to see the "old school pride" come back to our town. I believe in Scottville. I believe we can create the atmosphere that the City of Scottville strives for.

Thank you for the opportunity to submit my Letter of Intent to serve as a City Commissioner in the vacated seat.

Sincerely,



Renee Jensen

231-510-4774

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____ Clarence E. Goodlein _____

Interim City Manager _____ as the single Street Administrator for the City or Village of
_____ Scottville _____ in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the 24th _____ day of
June 2024.

| | | |
|---|--|--------------------------------|
| CITY OR VILLAGE CLERK (SIGNATURE) | E-MAIL ADDRESS clerk@cityofscottville.org | DATE 06/24/20 |
| STREET ADMINISTRATOR (SIGNATURE) | E-MAIL ADDRESS citymanager@cityofscottville.org | DATE 06/24/24 |
| ADDRESS OF CITY OR VILLAGE OFFICE 105 N. Main St | | P.O. BOX |
| CITY OR VILLAGE Scottville, MI | ZIP CODE 49454 | PHONE NUMBER (231) 757-4729 |

CITY OF SCOTTVILLE, MICHIGAN

**RESOLUTION TO AMEND THE 2023-2024
CITY OF SCOTTVILLE BUDGET**

RESOLUTION NO. 24-08

WHEREAS, to date the City of Scottville budget has and/or will incur expenditures in excess of the original appropriation, and;

WHEREAS, to date the City of Scottville budget has and/or can expect revenues in excess of the original appropriation, and;

NOW, THEREFORE, BE IT RESOLVED, that the Scottville City Commission authorizes the following budget amendments to properly account for the revenues and expenditures associated with the audit and accounting procedures.

**GENERAL FUND
Expenditure**

| 101 general Funds | <u>Original Appropriation</u> | <u>+ or -</u> | <u>Amended Appropriation</u> |
|-------------------|-----------------------------------|----------------|----------------------------------|
| 101 | \$ 976,475.00 | + \$173,525.00 | \$1,150,000.00 |

**PART B – LOCAL STREETS
Expenditure**

| Local Streets –203 203 Revenue | <u>Original Appropriation</u> | <u>+ or -</u> | <u>Amended Appropriation</u> |
|-----------------------------------|-----------------------------------|---------------|----------------------------------|
| | \$ 84,950.00 | +\$85,050.00 | \$170,000.00 |

TAX FUND

| | | | |
|---------------------|--------|---|--|
| 703 Tax | | | |
| 101-000-000-401.000 | \$1.60 | + | |
| 703-000-000-445.300 | \$1.60 | - | |

The above resolution was moved for adoption by Commissioner _____ and seconded by Commissioner _____.

The motion for adoption received the following vote:

YES:

NO:

Absent:

I certify that the forgoing is a true and complete copy of a resolution adopted by the City Commission of the City of Scottville at its 1571st Regular Meeting held Monday, June 24th, 2024.

Kelse Lester
City Clerk

CITY OF SCOTTVILLE
MEMORANDUM

Date: June 24, 2024

To: Mayor Spencer and City Commissioners

From: Clarence E. Goodlein, Interim City Manager

Subject: Request For Approval Of Traffic Control Order # 24-01 – Establishment of Handicap Street Parking At 120 N Main Street

Background: Recently, the City was contacted by Matthew Murphy, who is the owner of North Main Street Salon at 120 N Main Street, during which it received a request to have a portion of the street parking in front of his business designated and reserved for those with state-issued handicap parking permits. Subsequently, both the Police Department and the Department of Public Works reviewed Mr. Murphy's request and determined that if his request was granted it would serve the best interests of not only patrons of Mr. Murphy's business, but that it would also promote public safety and the well-being of the community at-large.

Consequently, the Police Department prepared Traffic Control Order # 24-01 for City Commissioners' consideration, and this new parking regulation accompanies this report. Should City Commissioners approve Mr. Murphy's request for establishment of a handicap parking space on the City street in front of his business, then it has been estimated that the cost for establishing this new parking area would be less than \$200 and that the no curb cuts would be required due the proximity of a compliant sidewalk curb ramp on North Main Street at Broadway. Furthermore, Mr. Murphy has expressed interest to share the City's cost for establishment of this new handicap parking space and the Department of Public Works will discuss the final cost with Mr. Murphy once it is known.

Recommendation: It is recommended that the City Commission approve Mr. Murphy's request to have a portion of the street parking in front of his business designated and reserved for those with state-issued handicap parking permits, that it approve the City of Scottville Traffic Control Order # 24-01 which would provide for enforcement and regulation of this parking area, and that it authorize the Department of Public Works to provide whatever signage and pavement marking are required for the establishment of these types of parking spaces and as required by the Manual on Uniform Traffic Devices for streets and highways since this would be in the best interest of the City and its residents.

06-10-2024

To whom it may concern, I Sharron Lockhart wish to sell my cemetery site back to the city of Scottville Michigan. This site is located in the Evergreen Section Lot 477 Site 4

Sincerely,

Sharron Lockhart
Sharron Lockhart

 **COPY**

KELSE R. LESTER, Notary Public
State of Michigan
County of Mason
My Commission Expires 11/12/2025
Acting in the County of MASON

RECORDED IN DEEDS

CEMETERY DEED-368 (Rev. 1969)
DOUBLEDAY BROS. & CO., KALAMAZOO, MICH. SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

This Indenture, made April 4, 2016
BETWEEN City of Scottville

1 of the first part,
and Sharron Lockhart

1 of the second part,
whose address is 6729 East Barothy Road, Walhalla, MI 49458
Witnesseth, That the said party of the first part, for and in consideration of 2

Three hundred and 00/100 (\$300.00)
to it in hand paid by the said party of the second part, receipt whereof is hereby confessed and acknowledged, the said party of the first part

hereby conveys, bargains, sells, remises, and releases unto the said party of the second part, her heirs, executors, administrators, and assigns, all the certain piece or parcel of land, known and described as follows, to-wit: 3

Evergreen Section
Lot 477
Site 4

in the Burial Ground known and designated
as the Brookside CEMETERY, located in
the Township of Amber County of Mason
State of Michigan, according to the 4 plat of said Cemetery.

To Have and to Hold the premises hereby conveyed and hereinbefore described unto the said party of the second part, her heirs, executors, administrators, and assigns FOREVER, to be used for burial purposes only, subject to the Rules and Regulations of the City of Scottville relative to the burial of the dead in said Cemetery, and the management thereof.

5 Receipt # 30455
Cash

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Deborah A. Howe
Deborah A. Howe, Clerk

STATE OF MICHIGAN.

on before me, a Notary Public, in and for said County, personally appeared

COUNTY OF

Attest: I am to be the same person
acknowledged the same to be

described in and who executed the within instrument, who