

CITY COMMISSION REGULAR MEETING
MONDAY, NOVEMBER 15, 2021
IN-PERSON/VIRTUAL MEETING
226 N. MICHIGAN AVENUE
BIG RAPIDS, MI 49307
6:30 P.M.

Information and minutes are available from the City Clerk's Office, 226 N. Michigan Avenue, Big Rapids, MI 49307 Phone: 231-592-4020.

The City of Big Rapids is inviting you to a scheduled Zoom meeting. IF YOU ARE CALLING INTO THIS MEETING YOU DO NOT NEED A PARTICIPANT ID. SIMPLY PRESS # to bypass that entry.

Join Zoom Meeting

<https://us02web.zoom.us/j/85341934887?pwd=TndGUEEyemphUVIPU0RMR0hrbEZBdz09>

City of Big Rapids is inviting you to a scheduled Zoom meeting.

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Meeting ID: 853 4193 4887

Passcode: 290617

AGENDA FOR REGULAR MEETING OF THE CITY COMMISSION

1. CALL TO ORDER.
2. ROLL CALL.
3. PLEDGE OF ALLEGIANCE.
4. APPROVAL OF THE AGENDA
5. APPROVAL OF MINUTES. Act on the minutes of regular meeting of November 8, 2021.
6. SPECIAL ORDERS OF THE DAY – None
7. STUDY SESSION.
 - a. CIP/Budget process – Aaron Kuhn, City Treasurer
 - b. Long-Term Lease of City Land – Eric D. Williams, City Attorney
8. PUBLIC COMMENT NOT RELATED TO ITEMS ON THE AGENDA.

9. PUBLIC HEARINGS – None
10. GENERAL BUSINESS. (Regarding public comment, anyone may speak on an item of general business. Please rise and wait to be recognized.)
 - a. Public Works
 - i. Resolution Accepting Bids for Equipment Rental for Snow Removal Services.
 - ii. Resolution Authorizing Change in the Consumers Energy Standard Lighting Agreement for North and South of Sanborn Ave and Escott St– Installation of Lights Contract No. 103026070708 Notification No. 1058206876
 - b. Community Development
 - i. Resolution for Commitment to Develop Bicycle Loops on City Streets.
 - ii. Resolution to Apply to Pure Michigan to be Designated a Trail Town.
 - iii. Resolution to Accept the Libraries Mental Health Hubs Agreement.
 - iv. Resolution Opposing Short Term Rental Legislation.
 - c. Resolution Extending the City Lease of Peter VandeMark's Hangar at Roben-Hood Airport for One Year.
11. UNSCHEDULED BUSINESS – (Commission Concerns/Reports)
12. WORK SESSION – None.
13. ADJOURNMENT.

***Agenda items requiring a 4/5 Vote.

The City of Big Rapids will provide necessary reasonable auxiliary aids and services to individuals with disabilities at a meeting or hearing upon one-week notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the ADA Coordinator, Melissa Hauger, 226 N. Michigan Avenue, Big Rapids, MI 49307 (231-592-4007). TRS users may dial 711 for service.

The City of Big Rapids is an Equal Opportunity Provider and Employer

City of Big Rapids
Budget Schedule – Fiscal Year 2022/2023

DATES	ACTION ITEMS
December 9, 2021	<ul style="list-style-type: none">• Capital Improvement Project (CIP) requests due.
January 27, 2022	<ul style="list-style-type: none">• CIP Administrative Group meets to discuss CIP requests.
February 7, 2022	<ul style="list-style-type: none">• Budget templates available for completion.
February 16, 2022	<ul style="list-style-type: none">• Planning Commission makes CIP recommendation.
March 4, 2022	<ul style="list-style-type: none">• Departmental expense budgets due to Treasurer's Office.
March 7, 2022	<ul style="list-style-type: none">• CIPs submitted to City Commission.
March 30 – April 1, 2022	<ul style="list-style-type: none">• Year end fund balance estimates are calculated.• Preliminary revenue estimates for the upcoming budget year are calculated.
April 18, 2022	<ul style="list-style-type: none">• Public forum held during City Commission meeting to receive community input on budget.
April 18 – April 22, 2022	<ul style="list-style-type: none">• City Manager and City Treasurer discuss budgets with department heads.
April 25 – April 29, 2022	<ul style="list-style-type: none">• Budget requests are finalized.• Revised budgets distributed to department heads.
May 9, 2022	<ul style="list-style-type: none">• Public hearing held on the budget.• City Treasurer presents complete budget plan to City Commission.
June 6, 2022	<ul style="list-style-type: none">• City Commission adopts budget and sets tax levies.• Treasurer's Office publishes budget summary on City website



CITY OF BIG RAPIDS

226 North Michigan Avenue
Big Rapids, MI 49307

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MEMORANDUM

TO: The City Commission
Mark Gifford, City Manager
Tammy Gillis, City Clerk
Heather Bowman, Director of Public Works
Paula Priebe, Director of Community Development

FROM: Eric D. Williams, City Attorney

RE: Long-Term Lease of City Land

DATE: November 12, 2021

BACKGROUND

The City was approached by nonprofit organizations about leasing or purchasing land in order to maintain or groom the White Pine State Trail Park.

Michigan municipalities cannot donate funds or property to public or private parties or organizations except where authorized by state law. There is no general statutory authorization for Michigan municipalities to extend credit, funds, or property to any public or private entity that involves a "good cause" or a "public service."

Land owned by a municipality is held for a public purpose and/or use in the form of streets, parks, and public facilities. Land owned by a municipality for which there is no current or future public purpose and/or public use is sold through a public bid or sale.

Public parks and utilities in Michigan cannot be sold until after a vote of the electorate, illustrating the concept of property that is held in trust by a municipality for the citizens. Public streets, ways, and grounds cannot be vacated or closed until after public hearings and the opportunity of the citizens to object.

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City Manager	231-592-4020	City Treasurer	231-592-4010	Neighborhood Services	231-592-4035
Assessing	231-592-4030	DART	231-796-8675	Public Safety	231-527-0005
City Clerk	231-592-4020	Income Tax	231-592-4012	Public Works	231-592-4015
Water Plant	231-796-6231	Wastewater Plant	231-796-8483		

Section 12.5 Disposal of Utility Plants and Property.

The City Commission is not authorized to sell, exchange, lease, or dispose of any unexpendable assets belonging to any City utility system unless three-fifths of those electors voting in an election thereon approve the proposition for such purpose. The provisions of this Section, however, shall not apply to the sale or exchange of equipment which is worn out or useless or which, with advantage to the service, could be replaced by new and improved machinery or equipment

Section 7.4 Actions Requiring Super Majority.

The City Commission may enact, amend, or repeal ordinances by the affirmative vote of not less than four City Commission members. The City Commission may not (a) create or abolish an office, (b) impose a tax or assessment, (c) close a street, alley or public ground, (d) sell or dispose of real estate or any interest therein, (e) take private property for public use, (f) reconsider or rescind any vote of the City Commission, (g) or appropriate any money except upon the affirmative vote of at least four of its members. When revising or amending an ordinance, the City Commission shall enter the changes in each of the affected sections. The City Commission may repeal an ordinance by reference to the number and title only.

Section 7.9 Streets and Alleys.

Except as limited by State law and this Charter, the City Commission is authorized to establish, vacate, use, patrol and regulate its streets, alleys, bridges and public places as well as the space above and beneath them whether they are located in or outside the City. Such power shall include, but not be limited to, the proper policing and supervision of public places; licensing, regulating or prohibiting the placement of signs, awnings, awning posts and other things which impede or make dangerous the use of sidewalks or streets; licensing and regulating of construction and use of openings of sidewalks and streets and of all vaults, structures and excavations under the same.

Section 7.9(b) Streets and Alleys.

When the City Commission proposes to vacate, discontinue, or abolish any highway, street, lane, alley or public ground or any part thereof, it shall set a time for a public hearing to hear objections to the proposed action. The City Clerk shall provide public notice of the public hearing in the manner prescribed by ordinance

or resolution. The public hearing shall not be held less than 28 days before the date of the proposed action. Written objections to the proposed action may be filed with the City Clerk.

Section 13.4 Limitation and Leasing of City Property

Any lease of City property made by the City Commission for a period longer than five years shall be subject to referendum in the manner provided in Section 7.10 of the Charter relating to calling a referendum on ordinances. A petition calling for a referendum on a lease under this provision must be taken within 30 days from the date of the lease. If a proper petition has not been filed with the City Clerk within 30 days from the date of the lease, the lease shall be valid and binding. Before the City Commission grants a lease, the lessee shall file an unconditional acceptance of the terms of the lease with the City Clerk.

Municipalities routinely give permits for the short-term use of public streets, parks, and buildings for special events, with or without modest fees.

Michigan municipalities grant long term leases of publicly owned airport land for the purpose of constructing aircraft hangars, under the auspices of operating the airport.

Franchises are issued to public utilities to locate poles, wires, pipes, cables and other facilities in the public right of way.

The Michigan Department of Natural Resources (DNR) is authorized and directed by state law, MCL 324.503(1), to “provide and develop facilities for outdoor recreation” and grants leases on state land to private parties or organizations that “provide and develop facilities for outdoor recreation.”

The City of Big Rapids can adopt an ordinance that establishes the same legal principle.

PROPOSED ORDINANCE TEXT

The City of Big Rapids hereby declares and establishes its public policy to provide, maintain, and develop facilities for public outdoor recreation within the City, and to authorize the permitted use or lease of City owned land for these purposes with or without a public bid request for proposal.

Any public or private entity or organization can apply for a permit or lease to use and occupy City land to provide, maintain, or develop facilities for public outdoor recreation within the City as specified by contract or guidelines issued by the City of Big Rapids, the County of Mecosta, or the Michigan DNR.

The Planning Commission and Park and Recreation Board shall review all proposed leases of City owned land to provide, maintain, and develop facilities for public outdoor recreation within the City to determine if the City owned land to be leased is required for some other more important or more appropriate public use or purpose, and to recommend to the City Commission that the proposed lease be approved, disapproved, or modified and approved.

The City Commission shall make the final determination of whether or not to enter and grant the lease after obtaining the recommendations of the Planning Commission and the Park and Recreation Board.

The terms of the proposed lease shall identify, describe, and require actions or activities of the Lessee that provide, maintain, or develop facilities for public outdoor recreation within the City, and shall provide for the termination of the lease if the Lessee does not provide, maintain, or develop facilities for public outdoor recreation as described.

The City Manager or the City Manager's designated representative shall monitor, administer, and enforce the operation of any lease of City owned land to provide, maintain, or develop facilities for public outdoor recreation.

This ordinance authorizes the type of lease that was patterned after a DNR lease, copy attached.

If and when there is a revision of the City Charter, this topic should be addressed and including in the City Charter.

RECOMMENDATION

The City Attorney recommends that the City Commission consider adopting an ordinance like this after input is received from City staff, the Planning Commission, and the Park and Recreation Board.


Eric D. Williams

EDW/dgb

Attachments

LEASE
BETWEEN
THE CITY OF BIG RAPIDS, AS LESSOR
AND
PERE MARQUETTE SNOWMOBILE CLUB, AS LESSEE

This Lease is entered into by the City of Big Rapids, hereinafter called "City" and/or "Lessor," and Pere Marquette Snowmobile Club, Inc., hereinafter called "Club" or "Lessee," whose address is P.O. Box 1153, Evart, MI 49631.

WHEREAS, pursuant to Section 503(1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503(1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources, and

WHEREAS, the City adopted Ordinance No. ____ by which the City can lease parcels of City owned land to public or private entities to provide, develop, or enhance facilities for public outdoor recreation within the City, and to create, maintain, operate, preserve, and protect significant public natural and historic resources within and around the City.

WHEREAS, the City of Big Rapids will provide and develop Facilities for outdoor recreation within the City that include, without limitation, facilitation of the maintenance and grooming of the White Pine State Trail Park as well as the provision of services to enhance and develop outdoor recreation within City Parks, and

WHEREAS, the Purpose of this Lease is to allow and encourage Lessee to groom and/or maintain the Premises known as the White Pine State Trail Park, or the "Trail" according to MDNR standards and specifications, and

WHEREAS, the Big Rapids City Manager, or his or her lawful designated Representative, has determined that the purpose of this Lease is to facilitate the maintenance and use of the Premises in a regulated fashion that will protect and conserve the natural resources and provide facilities for outdoor recreation along and over the Fred Meijer White Pine State Trail Park that passes through the City of Big Rapids, and

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THEREFORE, Lessor and Lessee, for consideration specified in this Lease, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES** - Lessor hereby leases to Lessee the Premises, located on the property described in **Attachment A** (legal description).
2. **USE OF PREMISES**
 - A. Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to City ordinances and regulations and shall be confined to the following specific uses, by which Lessee shall:
 - 1) Design and build a 3,500 to 4,500 sq ft pole barn structure according to plans approved by the City Manager.
 - 2) Groom the Trail according to DNR contract, guidelines and specifications, and maintain the Trail according to DNR contract, guidelines and specifications.
 - 3) Store and maintain equipment, tools, and supplies to groom or maintain the Trail.
 - 4) Engage in any other use which is agreed to in writing by both parties.
 - B. Lessee shall obtain Lessor's prior consent, in writing, to use the Premises for any purpose not listed above. Lessor may terminate this Lease, as provided in Section 24, if at any time Lessee uses the Premises without express written permission by Lessor, for purposes other than those enumerated in this Section.
 - C. **PROHIBITED ACTIVITIES** - The following activities on the Premises are prohibited:
 - 1) Authorizing public use of Premises in violation of any State law, order or regulation, or any City Ordinance or regulation,
 - 2) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of Lessor.
 - 3) The storage of equipment or materials that are not related to maintenance or grooming of the trail, the placement of signs, or use of camping trailers or tents without prior written approval of Lessor.
 - 4) Any clearing activity outside the Premises.
 - 5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
 - 6) Disposal of trees, treetops, branches, roots, stumps, and other vegetative debris onto the Premises.
3. **WASTE** - Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
4. **LESSEE'S OPERATIONS** - Lessee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of Lessor or the Public on the Trail, except as authorized by the MDNR through grooming or maintaining of the Trail

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Lessee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State or City land that may be adjacent to the Premises. Lessee shall not prevent Lessor, its agents, from crossing the Premises to access the adjoining State Trail.

5. **ADMINISTRATION** – The Director of Public Works is the designated representative of the City for this Lease. The Lessee shall designate in writing to Lessor one (1) person and one (1) alternate person responsible to be the contact person for the Lessee regarding the administration of the Lease. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.
6. **CONDITION OF PREMISES** - Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Lessee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition.
7. **TERM** - Lessor shall lease the Premises to Lessee for a **ten (10)** year initial term of possession beginning upon actual possession at 12:01 a.m. on _____, and ending at midnight on _____, or such later date as provided in Section 9. The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy.
8. **OPTION TO RENEW** - The initial term of this Lease may be extended for three (3) additional five (5) year terms, or such term as shall be agreed to between the parties, if Lessee gives Lessor Sixty (60) days written notice before this Lease or any extension expires, and agrees to any additional terms and rent modification proposed by Lessor. Lessor's written consent is necessary for any Lease term extension. Lessor's rental rate for the Premises during an extended term will be re-negotiated prior to renewal.
9. **RENT** – Lessee shall pay rent in the amount of **\$100** per year for the use of City land. Payment is due by **April 1st** of each contract year.

Checks should be made payable to the "City of Big Rapids" and mailed to:

City of Big Rapids
Attn: City Treasurer
226 N. Michigan Ave.
Big Rapids, MI 49307

10. **SERVICES BY LESSEE** - Lessee shall furnish the following services at its own expense:
 - A. Lessee will operate and maintain the Premises as provided for in Section 2A above at its sole expense.
 - B. Lessee will comply with all state laws and local ordinances on the property.
 - C. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and Lessor. If Lessor determines that Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the Lessor, the problem is not rectified to the

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satisfaction of Lessor, Lessor may perform or have the duties of the Lessee performed by others at Lessee's sole expense.

- D. Lessee shall be responsible for the costs of maintaining the water and sewer services according to state and local health regulations. The Lessee shall be responsible for the payment of all utility bills associated with the site (i.e., water, electricity, gas, waste disposal, septic hauling, etc.).

11. **FEES** - The Trail will continue to be operated under a separate snowmobile maintenance and grooming agreements with the MDNR. Lessee may not charge any fee for snowmobile use of the Trail.

Lessee shall keep accurate books, records and accounting of its operations under this Lease distinctly separate and apart from Lessee's other operations and Lessee shall make reports of trail grooming and maintenance activities concerning its operations regarding the Trail available to the Lessor at such time as the Lessor may request.

12. **ASSIGNMENT AND SUBLEASE** - Lessee shall not sell, mortgage, rent, assign, or parcel out the Lease hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Lease for any purpose whatsoever without first obtaining the prior written consent of Lessor. Such action by Lessee without the prior written approval of Lessor shall be cause for the immediate termination of this Lease.

The Lessor grants prior approval to Lessee allowing Friends of the White Pine Trail to use the leased premises to facilitate Trail maintenance and support services for the MDNR.

13. **ALTERATIONS** - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Lessor, which Lessee shall request at least sixty (60) days in advance of such alteration, modification, or improvement.

At the expiration or cancellation of the lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor at the expiration or cancellation of the lease if another Lessee cannot be found to purchase the building and improvements from the Lessee and continue with grooming or maintaining the Trail. In the event that Lessor requires Lessee to remove all facility improvements, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition. If the Lessor exercises its option under this paragraph to assume ownership of any alterations, modifications, or improvement to the Premises the Lessor shall not be liable to reimburse any party for the alterations, modifications, or improvements.

Alterations shall follow the American with Disabilities Act (ADA) or standards as subsequently adopted.

14. **LAWS, CODES AND PERMITS** - Lessee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

15. **MAINTENANCE and REPAIRS** - Lessee shall maintain and repair the Premises.

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16. **INSPECTION of PREMISES** - Lessor and Lessor's agents and employees shall have the right at all reasonable times during the term of this Lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the leased Premises.
17. **INDEMNIFICATION** - Lessee hereby covenants and agrees to indemnify and save harmless, the City of Big Rapids, its departments, divisions, agencies, offices, commissions, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives.
18. **LIABILITY** - Lessee hereby releases, waives, discharges and covenants not to sue the City of Big Rapids, its departments, divisions, agencies, offices, commissions, officers, employees and agents, from any and all liability to Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease.

Lessee shall report to the Lessor any incident that may result in personal injury or property damage. Lessee shall make complete reports in writing to Lessor on forms provided by Lessor, (see **Attachment C**), within 24 hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100 are to be reported to Lessor immediately, by telephone or in person. A written report is to follow as described above.

19. **INSURANCE:** Lessee, at its sole expense, shall procure and maintain for the duration of the Lease insurance, as set forth below, to protect against claims for injuries to persons or damage to property that arise out of, are alleged to arise out of, or otherwise result from Lessee's use and occupancy of the Premises or its exercise of the rights and privileges granted in the Lease. Lessee shall provide certificates of insurance listing the "**City of Big Rapids, its departments, divisions, agencies, offices, commissions, officers, employees, and agents**" are included as additional insureds, to Lessor. Policies may not be modified, canceled, or allowed to expire without thirty (30) days prior written notice to Lessor. Lessee reserves the right to reassess minimum policy limit requirements. Lessee agrees to maintain a minimum general liability policy, in the amount of:

\$500,000 per occurrence for property damage

\$1,000,000 per occurrence for bodily injury

\$2,000,000 aggregate

- A. Lessee covenants that it will, during the continuance of the term of this Lease, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage

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endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.

- B. If Lessee has employees, Lessee shall obtain Workers' Compensation Insurance with limits of coverage according to applicable laws governing work activities for Lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
- C. If Lessee has employees, Lessee shall obtain employers liability insurance, subject to a limit of liability of not less than \$500,000 each accident; \$500,000 each employee by disease; and \$500,000 aggregate.

20. NON-DISCRIMINATION - Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease.

21. CANCELLATION -

- A. Lessor may cancel this Lease provided Lessee is notified in writing at least ninety (90) days prior to the effective date of cancellation and any one of the following occur:
 - 1) The Premises are no longer being used for the purposes identified in this Lease, which primarily are Trail grooming and/or Trail maintenance for the MDNR.
 - 2) Lessee provided Lessor with information, in its application for this Lease or at any time during the Lease term, that was false or fraudulent.
 - 3) Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice of default to Lessee.
- B. In the event of cancellation of the Lease by Lessor the Lessee shall be allowed one hundred eighty (180) days to sell any building on the leased Premises to another qualified Lessee that is approved by the Lessor. If no qualified buyer/lessee can be found, all alternations, modifications, and improvements to the Premises shall become the property of Lessor at the

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expiration or cancellation of the lease if another Lessee cannot be found to purchase the building and improvements from the Lessee and continue with grooming or maintaining the Trail. In the event that Lessor requires Lessee to remove all facility improvements, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition. If the Lessor exercises its option under this paragraph to assume ownership of any alterations, modifications, or improvement to the Premises the Lessor shall not be liable to reimburse any party for the alterations, modifications, or improvements.

22. **QUIET ENJOYMENT** - Upon payment of the rent and the performance of the conditions outlined herein, Lessee may peacefully and quietly have, hold, and enjoy the Premises.
23. **HOLDOVER TENANCY** - If Lessee remains in possession of the Premises after the natural expiration of this Lease, with the consent of Lessor but without a renewal of this Lease, pursuant to Section 8, a new tenancy from year-to-year shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon Thirty (30) days written notice served by either party.
24. **NOTICES** - Any notice(s) to Lessor or to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be transmitted to the addresses listed below:

To LESSOR:

Director of Public Works
City of Big Rapids
226 N. Michigan Ave
Big Rapids, MI 49307

City Manager
City of Big Rapids
226 N. Michigan Ave
Big Rapids, MI 49307

To LESSEE:

Pere Marquette Snowmobile Club
P.O. Box 1153
Ewart, MI 49631

and

LESSEE
Email: tomley12@gmail.com
Phone: 989-205-4149

25. **NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.
26. **INTERPRETATION** - This Lease shall be interpreted in accordance with the laws of the State of Michigan.
27. **NO UNNAMED ENTITIES/ PARTNERS** - Lessee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Lessee is the only entity responsible for

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carrying out Lessee's responsibilities.

28. **MODIFICATION** – This lease shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Lease are effective unless in writing, signed by the parties, and executed in the same manner as this Lease was originally executed. A party may waive or release the other party's breach or default only in writing.
29. **SEVERABILITY** - Should any provision of this Lease, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
30. **GOVERNING LAW** – This Lease is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Lease must be resolved in the 49th Circuit Court for the County of Mecosta.
31. **REQUIRED APPROVALS** - This Lease shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Lessor and Lessee.
32. **WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Lease does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Lease.
33. **ENTIRE AGREEMENT AND ENCLOSURES** - This Lease constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. This Lease supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

Attachment A – Legal Description
Attachment B – Trail Maintenance
Attachment C – Public Incident Report

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LESSOR
WITNESS(ES) TO LESSOR

CITY OF BIG RAPIDS

Witness(es)

Witness Signature

Date

Mark Gifford
City Manager
City of Big Rapids

Date

(please print name)

Witness(es)

Witness Signature

Date

Heather Bowman
Director of Public Works

(please print name)

STATE OF MICHIGAN, COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of September, 2021 by Mark Gifford, City Manager and Heather Bowman, Director of Public Works.

_____, Notary Public
(Please print name)

My Commission Expires: _____

Acting in the County of: _____

INIT

LESSEE – PERE MARQUETTE SNOWMOBILE CLUB

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

WITNESS TO LESSEE

Witness

(please print)

Witness Signature

Date

Lessee

Tom Ley

(please print)

Lessee Signature

Date

Title: President

Federal ID No.: 38-2920570

Witness

(please print)

Witness Signature

Date

Lessee

(please print)

Lessee Signature

Date

Title:

Federal ID No.

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of September, 2021, by Tom Ley, for Lessee.

_____, Notary Public

State of Michigan, County of _____

My Commission expires: _____

Acting in the County of _____

Drafted by:
Eric D. Williams
Big Rapids City Attorney
524 N. State Street
Big Rapids, MI 49307
231-796-8945
edwl@att.net

ATTACHMENT A

Legal Description of Premises

<INSERT>

Sketch of Premises

<INSERT>

ATTACHMENT B

Trail Maintenance

- The trail shall provide a quality year around recreational experience for a wide variety of non-motorized trail uses, including hikers, bicyclists, cross-country skiers, joggers, equestrians, and those using wheelchairs.
- Coordination and supervision of the trail shall be consistent and uniform management with neighboring local units of government.
- Normal operations include, providing an active presence on the trail, removing nuisance trees or shrubs and preventative maintenance measures.
- The trail shall be operated in a sustainable manner which will reduce or minimize conflicts, among both the various trail users themselves and between the users and adjacent property owners.
- The Permittee will publicize and post their organization and telephone number(s) as the agency responsible for the trail.
- The trail shall be operated to complement and coordinate with local, regional, and state recreational goals and open space facilities both public and privately owned, which may include, but is not limited to, the paving of the trailway, the construction of the trailhead, parking, road crossings, restrooms, connection to other public/park lands and other connections to pedestrian ways, and creation of a public outdoor recreation area with skate/BMX park, basketball and volleyball courts, horse hitching area, picnic area and other public amenities and recreation facilities.
- Trail operational use shall contribute to protect State natural resources, provide for public enjoyment, and promote safety and add to the fulfillment of local, regional and statewide tourism and commerce goals.
- Camping will not be allowed in the trail corridor.

CITY OF BIG RAPIDS

PUBLIC INCIDENT REPORT

☐ Personal Injury
 ☐ Property Damage
 ☐ Complaint
 ☐ Other _____

	FACILITY (i.e. park, access site, hatchery name)	DATE OF INCIDENT	TIME	REPORT NO.
FACILITY ADDRESS		EXACT LOCATION OF INCIDENT WITHIN FACILITY		
NAME, ADDRESS, AGE OF PERSON(S) INVOLVED				TELEPHONE NUMBER(S)
				() -
				() -
				() -
DETAILS OF INCIDENT (Include number of persons involved, weather information, license numbers, type of vehicle or equipment, etc.)				
WHAT CONDITION(S) OR HAZARD(S) CAUSED INCIDENT				
ACTION TAKEN (Use reverse side, if needed)				
WITNESS(ES)	Name(s),	Address(es)	And	Telephone Number(S)
				() - Statement attached
				() - <input type="checkbox"/> Statement attached
				() - <input type="checkbox"/> Statement attached
				() - <input type="checkbox"/> Statement attached
				() - <input type="checkbox"/> Statement attached
				() - <input type="checkbox"/> Statement attached
FIRST AID RENDERED (Explain how) BY WHOM (include telephone number)				
<input type="checkbox"/>				
DOCTOR OR HOSPITAL REFERRED		TELEPHONE NO.		LAW ENFORCEMENT AGENCIES RESPONDING TO CALL
		() -		
ESTIMATED DAMAGE REPAIR COSTS	MATERIALS	LABOR	TOTAL COST	TOTAL STAFF TIME INVOLVED
\$		\$	\$ 0.00	
CITY EMPLOYEES INVOLVED Name(s),		Telephone Number(S)	CITY EMPLOYEES INVOLVED Name(s),	
		() -	() -	
		() -	() -	
		() -	() -	
REPORTING EMPLOYEE'S SIGNATURE		DATE	FACILITY MANAGER'S SIGNATURE	
			DATE	

RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION ACCEPTING BIDS FOR
EQUIPMENT RENTAL FOR SNOW REMOVAL SERVICES**

WHEREAS, the City of Big Rapids, Department of Public Works, maintains the roads within the Big Rapids City limits for which funds are appropriated yearly to assist in snow removal operations, and

WHEREAS, necessary snow removal service funds have been appropriated in the FY 2021-2022 budget.

NOW, THEREFORE, BE IT RESOLVED that the Big Rapids City Commission hereby accepts the following snow removal bids and directs Heather Bowman, Director of Public Works, to use the following dump trucks and loaders for snow removal purposes on an as-needed basis.

Trucks

Contractor	Size	Hourly Rate Old	Hourly Rate New	# Available
Lawrence Morningstar Enterprises, Inc	25 cy	\$ 145.00	\$175.00	3
Lawrence Morningstar Enterprises, Inc	40 cy		\$200.00	3

Front End Loader

Contractor	Size	Hourly Rate Old	Hourly Rate New	# Available
Lawrence Morningstar Enterprises, Inc	3.25 cy	\$ 100.00	\$100.00	2
Lawrence Morningstar Enterprises, Inc	5 cy	\$ 100.00	\$100.00	2
Lawrence Morningstar Enterprises, Inc	7 cy	\$100.00	\$100.00	2
Lawrence Morningstar Enterprises, Inc Loader with Snow Pusher 16' – 18'		\$125.00	\$125.00	2

BE IT FURTHER RESOLVED, that said removal service shall be expensed from the following accounts:

202-497-801.700 - \$ 5,000	State Highway M-20 Contracted Services
202-478-801.000 - \$ 7,800	Major Streets Contracted Services
101-443-803.000 - \$ 3,000	Parking Contracted Snow Removal

Yeas:

Nays:

The Mayor declared the resolution _____.

Date:

P O S I T I O N P A P E R

TO: City Commission via Mark Gifford, City Manager

FROM: Heather Bowman, Public Works Director

DATE: November 12, 2021

Program Initiative: Contracted services for equipment rental for winter snow removal.

Background: The City contracts for the use of large pieces of equipment each year to assist with snow removal operations on streets and parking lots. Rates for this equipment have been received from Lawrence Morningstar Enterprises, Inc.

Budget Funds Available:

State Highway M-20 Contracted Services	202.497.801.700	\$ 5,000
Major Streets Contracted Services	202.478.801.000	\$ 7,800
Parking Contracted Snow Removal	101.443.803.000	\$ 3,000

Trucks

Contractor	Size	Hourly Rate Old	Hourly Rate New	# Available
Lawrence Morningstar Enterprises, Inc	25 cy	\$ 145.00	\$175.00	3
Lawrence Morningstar Enterprises, Inc	40 cy		\$200.00	3

Front End Loader

Contractor	Size	Hourly Rate Old	Hourly Rate New	# Available
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Lawrence Morningstar Enterprises, Inc	5 cy	\$ 100.00	\$100.00	2
Lawrence Morningstar Enterprises, Inc	7 cy	\$100.00	\$100.00	2
Lawrence Morningstar Enterprises, Inc Loader with Snow Pusher 16' – 18'		\$125.00	\$125.00	2

Desired Action: For the Commission to approve Lawrence Morningstar Enterprises, Inc for contracted services of equipment rental for snow removal. Call outs will be determined by the Street Superintendent.



Bid Tabulation for: 21-22 Snow Removal Services
November 12, 2021

	Lawrence Morningstar Enterprise Inc.
Truck w/Hydraulic Dump Box w/ Operator:	
Dump Box Capacity	
10 cubic yards (minimum)	
15 cubic yards	
20 cubic yards	
25 cubic yards	\$175.00 per hour/3 trucks
40 cubic yards	\$200.00 per hour/3 trucks
45 cubic yards	
Front-End Loader w/Operator:	
Mfg. Rated Bucket Capacity	
3.0 cubic yards	
3.25 cubic yards	\$100.00 per hour/2 trucks
3.5 cubic yards	
5 cubic yards	\$100.00 per hour/2 trucks
7 cubic yards	\$100.00 per hour/2 truck
Loader with snow pusher 16'-18'	\$125.00 per hour/2 trucks

RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION AUTHORIZING CHANGE IN THE CONSUMERS ENERGY
STANDARD LIGHTING AGREEMENT FOR NORTH AND SOUTH OF SANBORN
AVE AND ESCOTT ST– INSTALLATION OF LIGHTS
CONTRACT NO. 103026070708 NOTIFICATION NO. 1058206876**

BE IT RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the streetlighting service as provided in the Standard Streetlighting Contract between the Company and the City of Big Rapids, dated January 25, 2017, in accordance with the Authorization for Change in Standard Streetlighting Contract dated January 25, 2017 heretofore submitted to and considered by this Commission, and

BE IT FURTHER RESOLVED, said contract calls for the installation of one 54-Watt, LED Cobrahead light located North of Sanborn Ave and Escott St and one 54-Watt, LED Cobrahead light located South of Sanborn Ave and Escott St.

BE IT FURTHER RESOLVED, that the cost of electrical bills for the light will be expensed to; 101-441-926-000 (Street Lights) and the construction cost for the light will be expensed to; 203-441-926-000 (Local Street Lighting).

BE IT FURTHER RESOLVED, that the City Clerk be and are authorized to execute such authorization for change on the behalf of the City.

Yeas:

Nays:

The Mayor declared the resolution _____.

Date:

STATE OF MICHIGAN
COUNTY OF MECOSTA

I Tamyra K. Gillis, Clerk of the City of Big Rapids, do hereby certify that the foregoing resolution was duly _____ by the by the Commission of said municipality, at the meeting held on November 15, 2021.

Tamyra Gillis, City Clerk
Dated:

POSITION PAPER

TO: City Commission via Mark Gifford, City Manager

FROM: Heather Bowman, Director of Public Works

DATE: November 9, 2021

Program/Initiative:

Update Standard Street Lighting Contract with Consumers Energy

Background:

The City of Big Rapids, by means of a lighting contract with Consumers Energy, lights its streets, parking lots, and several of its parks from dusk to dawn. When changes occur by either adding to or taking away lighting fixtures from this contract, a new contract reflecting these changes needs to be made.

There was a request from the Big Rapids Public Schools to address some lighting issues located at the intersection at Escott Street and Sanborn Ave as well as the midblock of Escott Ave. During the morning when school is commencing in the winter months, the area is difficult to manage due to not having sufficient lighting. Increasing and upgrading the lights would create a safer environment during the peak drop off time in the morning.

Desired Action:

Approve the above new contract for street lighting with Consumers Energy.

The cost of electrical bills for the light will be expensed to; 101-441-926-000 (Street Lights).

The construction cost for the light will be expensed to; 203-441-926-000 (Local Street Lighting).



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103026070708

Consumers Energy Company is authorized as of _____, by the City of BIG RAPIDS, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of BIG RAPIDS, dated 1/25/2017.

Lighting Type:
General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):
1058206876

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 1/25/2017 shall remain in full force and effect.

City of BIG RAPIDS

By:

(Signature)

**APPROVED AS TO LEGAL
FORM AND CONTENT**

Eric D. Williams P33359
City Attorney

November 11, 2021

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.



A CMS Energy Company

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

October 26, 2021

NOTIFICATION #:
1058206876

CITY OF BIG RAPIDS
226 N MICHIGAN AVE
BIG RAPIDS, MI 49307-1404

REFERENCE: ESCOTT ST, BIG RAPIDS

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge:

\$ 200.00

Additional Costs

Total Estimated Cost:

\$ 200.00

Less Prepayment Received:

\$ -

Total Estimated Cost Due:

\$ 200.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

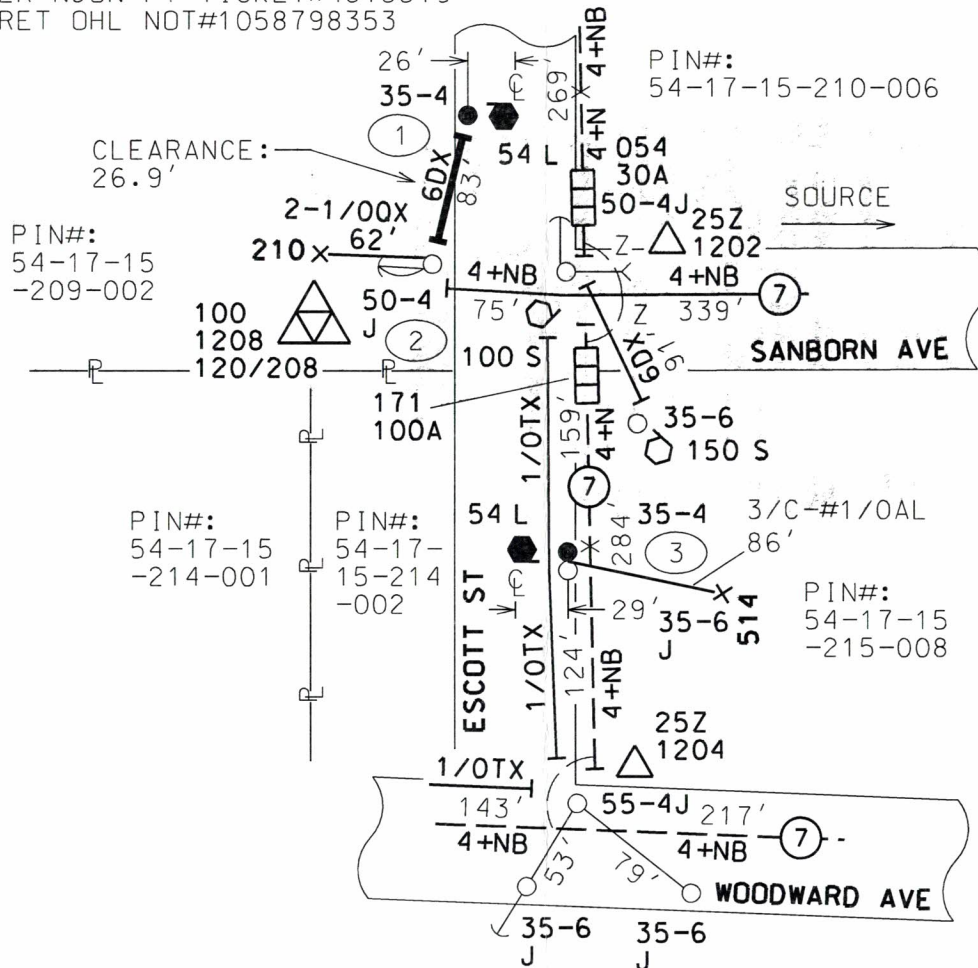
GABRIEL POLETTI

at 810-760-3485

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	54	LED	Cobrahead	Cutoff	Install	NORTH OF SANBORN AVE AND ESCOTT ST
1	54	LED	Cobrahead	Cutoff	Install	SOUTH OF SANBORN AVE AND ESCOTT ST

NOTE: TOPPED POLE AT LOC 3
TO BE REMOVED AFTER CHARTER
TV RELOCATE TO NEW POLE
PER NJUN PT TICKET#4813519
ERET OHL NOT#1058798353



① INSTALL

35-4
6DX DE
FIGURE 23-302-1 DETAIL A
12FT BRKT, MHT 25'
FIGURE 42-103-1
54W LED COBRA
FIGURE 42-102-1

② INSTALL

6DX DE
FIGURE 23-302-1 DETAIL A

③ REMOVE

TOP POLE 1' ABOVE CATV
INSTALL

35-4
TRANSFER WR
FIGURE 23-301-2
TRANSFER SVC RISER
FIGURE 13-310-1
12FT BRKT, MHT 25'
FIGURE 42-103-1
54W LED COBRA
FIGURE 42-102-1

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER	ALTERNATE
COORDINATOR	GABRIEL POLETTI	810-760-3485	
DESIGNER	BEN LAWSON	231-233-2830	

SUBSTATION	WD NO.
APPLETON	0780

CIRCUIT	CKT NO.	LCP NO.	TLM NUMBER	# OF RODS	OHMS
FULLER	03	6186	1510151204		



CE STAKING REQ'D ☒ Yes ☐ No

FORESTRY REQ'D ☐ Yes ☒ No

ESCOTT AND WOODWARD AVE ECNC STL					
CM NO.100006439605					JOB PURPOSE:
ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER	THE CITY OF BIG RAPIDS REQUESTED TWO NEW STREETLIGHT INSTALLATIONS.
ECNC	STL	1058206876	11285114		
ERET	OHL	1058798353	11287127		UPSTREAM PROTECTIVE DEVICE: 057-300A SOLID BLADE
					LOCATION: INTERSECTION OF SANBORN AVE AND HUTCHINSON ST
MECOSTA CO BIG RAPIDS TWP					T 15N R 10W SEC. 15

SHEET A	SHEET 1 OF 1	SCALE 1"=100'
---------	--------------	---------------

RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION FOR COMMITMENT TO DEVELOP
BICYCLE LOOPS ON CITY STREETS**

WHEREAS, the City of Big Rapids adopted the City of Big Rapids Bicycle and Pedestrian Plan per Resolution No. 13-31, dated March 4, 2013, and

WHEREAS, in the fall of 2019, Ferris State University students from the Small Town Studio gave a presentation to the City Commission whereby maps were updated to improve bicycle and pedestrian access within the city, and

WHEREAS, the City has a goal to be an active, bicycle and pedestrian friendly community and one recommendation to achieve this would be to designate on-street bicycle loops with signage and markings, and

WHEREAS, these loops will improve safety and provide residents with a known route and ride distance for in-town bicycle activities, and

WHEREAS, the proposed loop includes the White Pine State Trail, Colburn Avenue, Bronson Avenue, and Milton Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Big Rapids City Commission approve the resolution to complete this Bicycle Loop in 2022.

Yeas:

Nays:

The Mayor declared the resolution _____.

Date:

STAFF REPORT TO THE CITY COMMISSION

TO: City Commission
FROM: Paula Priebe, Community Development Director
SUBJECT: **Commitment to Develop Bicycle Loops on City Streets**
DATE: November 15, 2021

Introduction

The City of Big Rapids has been taking steps to improve facilities for pedestrians and bicyclists for many years. One of the most recent studies looking into these actions and future possibilities for improvement was the December 2019 City of Big Rapids Bicycle and Pedestrian Plan created by the Fall 2019 cohort of the Small Town Studio class at Ferris State University's School of the Built Environment. The class presented their plan at the December 2, 2019 City Commission meeting.

Other efforts include the work of the Depot Task Force which met from 2018-2020, and is likely to be revived in the coming months, to look into the future of the Depot property and to consider how to better activate the White Pine State Trail in the City and to encourage residents to utilize local trails. Bicycle and pedestrian facilities have also been a component of the work of the ongoing process to update the Five-Year Parks and Recreation Plan.

The City has a goal to be an active, bicycle and pedestrian friendly community. It is important that we continue to make progress toward this goal by taking steps to improve local facilities.

On-Street Bicycle Loops

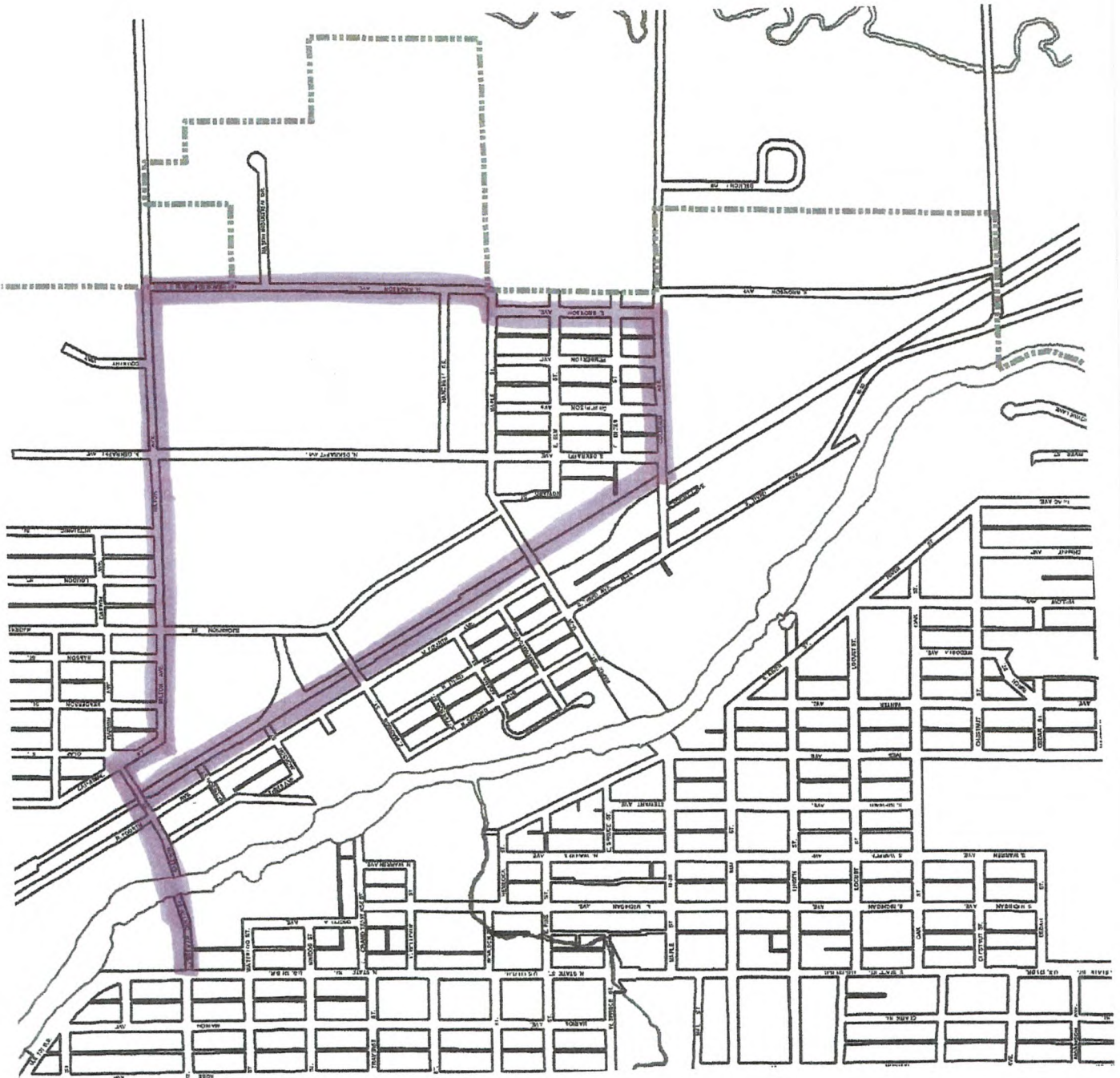
One recommendation of the work of all of these efforts is to designate on-street bicycle loops with signage and markings. These loops will improve safety and provide residents with a known route and ride distance for in-town bicycle activities.

The loop that Staff are recommending at this time makes up a major component of the primary Main City Trail Loop as recommended by the FSU Student Plan. It is the hope that the success of this first loop will create momentum and lead to the future establishment of a larger loop or second loop elsewhere in the City.

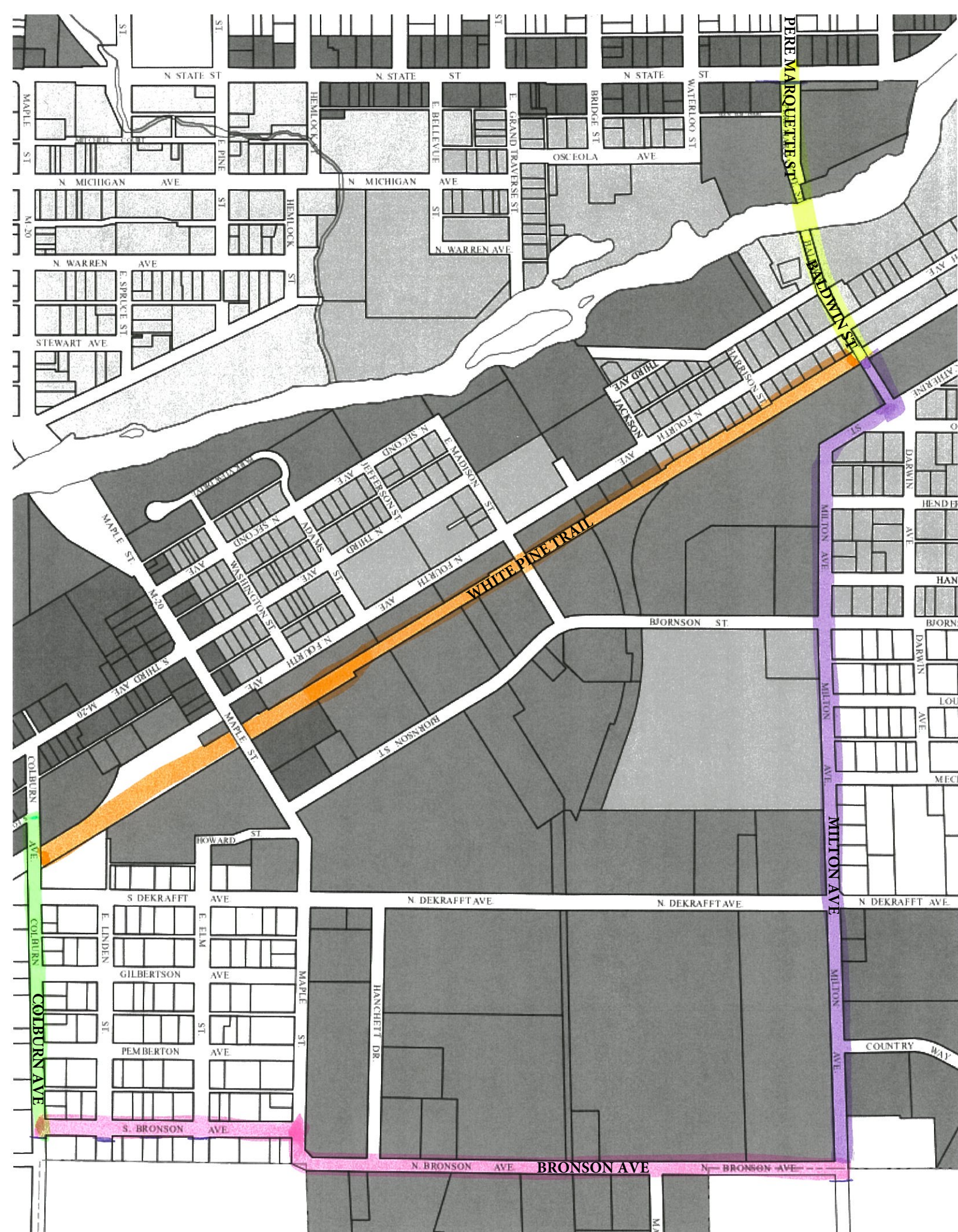
Please see the attached Maps for the bicycle loop being proposed at this time. This loop includes the White Pine State Trail, Colburn Avenue, Bronson Avenue, and Milton Avenue. The Trail and the almost completed new Colburn Avenue mean that this loop is already half complete. Today, staff are asking the Commission for a resolution to commit to completing this first loop within the next calendar year, as the next incremental step in moving forward the City's goal of being an active, bicycle and pedestrian friendly community.

Recommendation

Staff recommends that the City Commission approve the resolution to complete this Bicycle Loop in 2022.



LOOP C - 3.4 MILES



RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION TO APPLY TO PURE MICHIGAN
TO BE DESIGNATED A TRAIL TOWN**

WHEREAS, the Michigan Department of Natural Resources partners with Pure Michigan to highlight some of the state's best trails, water trails, and trail towns through the Pure Michigan Trail and Trail Town Designation Program, and

WHEREAS, this program was created in 2014 within the Michigan Trailways Act and is designed to acknowledge Michigan's position as the nation's Trails State, and

WHEREAS, city staff have been working on the application to this program in partnership with the Mecosta County Convention and Visitor's Bureau and the Friends of the White Pine State Trail –Northern Chapter, and

WHEREAS, designation as a Trail Town earns several benefits for the designee including a DNR press release announcing the designation, incorporation of the community into Pure Michigan maps and marketing materials, and the ability to utilize Pure Michigan signage to promote the community and local trails.

NOW, THEREFORE BE IT RESOLVED, that the City Commission approve the application to the Pure Michigan Trail Town Designation Program and authorize Mark Gifford, City Manager to sign application.

Yeas:

Nays:

The Mayor declared the resolution _____.

Date:

STAFF REPORT TO THE CITY COMMISSION

TO: City Commission
FROM: Paula Priebe, Community Development Director
SUBJECT: **Application to the Pure Michigan Trail Town Designation Program**
DATE: November 15, 2021

Introduction

The Michigan Department of Natural Resources partners with Pure Michigan to highlight some of the state's best trails, water trails, and trail towns through the Pure Michigan Trail and Trail Town Designation Program. This program was created in 2014 within the Michigan Trailways Act and is designed to acknowledge Michigan's position as the nation's Trails State.

According to the program, "with a variety of trails developed and maintained through an extensive collaboration between state and local governments, nonprofits, foundations, and volunteers, Michigan offers exceptional beauty and outdoor recreation opportunities that appeal to many travelers. These designated trails represent the best in the state." Trail towns are approved through an application process and those designated "were deemed to provide users with clear information and a quality trail experience, as well as having broad community support and a sustainable maintenance and marketing plan".

Next Steps

City staff have been working on the application to this program in partnership with the Mecosta County Convention and Visitor's Bureau and the Friends of the White Pine State Trail – Northern Chapter. Jessie Black, the City's new Community Economic Development Specialist and CEDAM Fellow, is the point person on this project. Between the City's location on the White Pine State Trail, the amazing Big Rapids Riverwalk along the Muskegon River that links many of the City's parks, proximity to the new Dragon Trail, and local support for trail activities, the team working on this project feel the City of Big Rapids meets the qualifications to be designated a Trail Town.

The deadline for the 2021 application window is November 30th. With the City Commission's support, staff would like to apply this year to be designated a Trail Town. Cadillac is also planning to apply this year. Reed City was designated a Pure Michigan Trail Town in 2020. This is part of a coordinated effort to have the many communities located on the White Pine State Trail designated as Trail Towns, culminating in these communities partnering together to apply to have the White Pine State Trail designated as a Pure Michigan Trail.

Designation as a Trail Town earns several benefits for the designee including a DNR press release announcing the designation, incorporation of the community into Pure Michigan maps and marketing materials, and the ability to utilize Pure Michigan signage to promote the community and local trails.

Recommendation

Staff recommends that the City Commission approve the application to the Pure Michigan Trail Town Designation Program.



FRIENDS OF THE WHITE PINE TRAIL

P.O. Box 159, Belmont, Michigan, 49306

www.whitepinetrail.com



November 9, 2021

Honorable Fred Guenther, Mayor

226 N. Michigan Ave.

Big Rapids, MI 49307

Dear Mayor Guenther:

I am pleased to write this Letter of Support for the City of Big Rapids application for designation as a Pure Michigan Trail Town. Big Rapids has had the good fortune of being one of the many communities located along the old Grand Rapids & Indiana Railroad that dates back over 150 years. Then in the 1990's, this railroad line was converted to a "Rail-to-Trail," now called the White Pine Trail (WPT), where the first section to be paved was 13 miles from Big Rapids to Reed City.

A few years before this, Big Rapids saw the value of providing additional trails for its residents and developed Riverwalk, a paved trail spanning 3.5 miles in length that winds its way from the south end of town to the north end, that includes portions being on both sides of the Muskegon River. At the north end of Riverwalk, it connects to the White Pine Trail. There are two locations in the city's beautiful North End Park that also connect to the WPT.

Over the last couple years, the city has made a concerted effort to incorporate Bike Lanes throughout the City. Next summer several miles via the establishment of loops will be signed and stenciled on the east side of the Muskegon River, that will use the White Pine Trail to loop back to a variety of starting points.

This past summer, the City also purchased two acres immediately south of the Depot, with plans to do a major redevelopment of the Big Rapids Staging Area, including, applying for a DNR Trust Fund grant. A private party purchased the Depot this summer that includes plans to restore it back to its original glory to the extent possible, having just completed restoring a 117-year home. They eagerly look forward to working with the City to make this area along the trail one of renewed beauty and function.

Big Rapids is one of the three largest towns along the 92-mile White Pine Trail, a University Town, located about as close as possible in the middle of the trail, with an abundance of lodging and restaurants. Also, with the 47-mile Dragon Trail now half completed, with Big Rapids being

only 10 miles from this trail and the largest close town, Big Rapids with continue to grow and offer more amenities to the many and varied users of area trails.

The Friends of the White Pine Trail whole-heartedly support Big Rapids application to be designated a Pure Michigan Trail Town! If you have any questions, please feel free to contact me at psaagriffith@gmail.com or 231.250.1173.

Sincerely,

A handwritten signature in cursive script that reads "Paul J. Griffith". The signature is written in dark ink and is positioned above the printed name and title.

Paul J. Griffith, Vice Chair

Friends of the White Pine Trail



11 November, 2021

Honorable Fred Guenther – Mayor
City of Big Rapids
226 N. Michigan Avenue
Big Rapids, MI 49307

Dear Mayor Guenther,

The Mecosta County Visitors Bureau is proud to support the application by the City of Big Rapids to become a designated Pure Michigan Trail Town.

Our mission at the Mecosta County Visitors Bureau is to put more “Heads in Beds” or, to fill our area hotel guest rooms. The best way to do this is by promoting all the great offerings and amenities that we have in our amazing community. One of these key components that help make Big Rapids and Mecosta County stand out over other communities is our spectacular outdoor recreation, specifically our trails.

Promoting and supporting our trails in Big Rapids and Mecosta County has been a priority for the Mecosta County Visitors Bureau since our inception in 1989. A few of our partnerships and marketing strategies over the years, relating specifically to trails, include; Michigan Association of Convention and Visitors Bureaus (MACVB) Outdoor Recreation Committee, Northern Chapter Trail Alliance Committee, Dragon General Committee, Friends of the White Pine Trail, Michigan Trails and Greenways, MI Trails Magazine, Outdoor News, Fishing & Trails partnership with the DNR, social media, our website at BigRapids.org, e-newsletter, annual Visitors Guide, MI Linear DNR State Park Guide, a strategic investment of \$100,000 to Michigan Dragon Trail as well as collaborating on relating marketing materials and map, being Pure Michigan partners to which our past years investments of \$50,000 (per year) have been matched by Travel Michigan and creating a \$100,000 marketing program each for the county.

We also have created designated landing pages on our website specifically for trails as well as having created trails brochures that are available online or at the Mecosta County Visitors Bureau Welcome Center.

Trails are not only viable local recreational opportunities for our residents but they also attract out of town guests and visitors bringing additional financial stability to our area hotels, restaurants, shops and attractions.

On behalf of the Mecosta County Visitors Bureau, I highly support the application to designate Big Rapids as a Pure Michigan Trails Town. I look forward to not only the additional recreational and marketing opportunities it will bring to our community but the pride in receiving this distinguished accreditation as well.

Regards,

A handwritten signature in black ink, appearing to read 'Koepke', with a stylized, flowing script.

Connie Koepke – Executive Director
Mecosta County Visitors Bureau

2019 PURE MICHIGAN®

Trail and Trail Town Designation Program Application Handbook



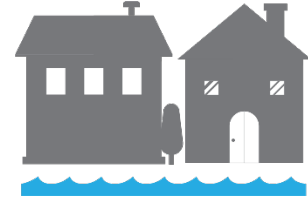
Pure Michigan® Trail and Trail Town Designation Program Handbook

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Michigan Administrative Rules	30

Pure Michigan® Trail Town Criteria

The DNR, in designating a water trail and in addition to requirements outlined in Act 451, Part 721, will seek to ensure the following:



1. A quality trail town experience
2. Clear information for users
3. Broad community support
4. A sustainable business, maintenance and marketing plan

1. **A quality trail town experience**

- a. The city, village or township should be easily accessible to users of a Pure Michigan® Trail or a Pure Michigan® Water Trail.
- b. There has been or will be an annual trail-related project or event within the city, village or township with adequate plans to attract public involvement.
- c. A school board within the city, village or township has endorsed a trail- based service-learning educational component within its schools.
- d. Support facilities including parking, restrooms and emergency phones are available and accessible within the town.
- e. The trail town trail's terrain and setting will be considered including its ability to provide convenient connections to residential and commercial neighborhoods, parks, scenic areas, other trail networks and significant destinations.
- f. The trail town has attractions that make it a tourist destination.

2. **Clear information for users**

- a. Upon designation, the trail town will be marked with an official Pure Michigan® Trail Town sign and logo at major access points.
- b. Signage and information on parking and directions are provided.

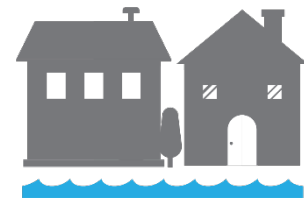
3. **Broad community support**

- a. The city, village or township has a resolution of support for the designation of the town as a Pure Michigan® Trail Town by the local unit of government
- b. The local community and its culture, businesses and more enhance the trail.
- c. Local opportunities to enhance a user's experience in the area, as well as needed facilities in case of an emergency, overnight stay and the like will be considered including shopping, lodging, food options and medical services.

4. **A sustainable business, maintenance and marketing plan**

- a. The petitioner demonstrates at least three of the following:
 - i. An advisory committee must be created, which should include people from various sectors of the community such as merchants, DDA chambers of commerce, government and trail users, showing support for designation.
 - ii. Land use plans, planning tools, ordinances or guidelines must be in place, or support to add them, which recognizes the relationship between the trail and other staples in the community.
 - iii. A local marketing plan has been

developed to promote the trail, types of trail designations and descriptions, location tools and more to gain public interest.



- iv. A way to evaluate the economic impact of the trail town designation at least every five years must be identified, including the town's visitors (who they are, where they live—a target market) and money spent on the town in relation to the trail.

Designation Process

An individual, local unit of government, authority or non-profit must submit documentation and an application that does the following:

1. Describes the quality trail or trail town experience
2. Provides clear information for users
3. Demonstrates broad community support
4. Provides a sustainable business plan that includes maintenance, marketing and emergencies

1. **Describe the quality trail or trail town experience**

- a. Written description of the trail or town.
- b. Maps of the town, trail, river, river segments or water body should be provided, which include all available access sites, rest areas, portage routes, amenities, signage and launch type plus known static hazards.
- c. List of names and photos of access sites, launches, rest areas and signage. Launches, access sites and rest areas need to have adequate spacing as indicated in segment descriptions.
- d. Describe the educational information that is shared along the trails (natural and cultural heritage, conservation and health benefits).
- e. Documentation of land-owner approval of public and privately-owned access sites, rest areas and portage routes.
- f. Descriptions of barrier-free amenities. "Barrier-free" means they provide accessible launches at both the put-in and take-out locations.
- g. Plan for promoting safe trail use that respects the water, lands and private property, including "leave no trace" principles.
- h. Photos of the amenities, attractions and opportunities given to visitors.

2. **Provide clear information for users**

- a. Proof of standardized safety and wayfinding signage in place on the river or a written commitment to install it within one year of designation, as well as the appropriate signage for a trail town and trail.
- b. Documentation of information (stewardship, safety, rules, etc.) in various formats, including electronic and printed (maps, websites, pamphlets, etc.), as well as contact information to provide user input.

3. **Demonstrate broad community support**

- a. Minutes of the public meeting(s) held in the largest population area near or adjoining the river, trail or in the town, depending on the type of designation, to obtain input and explain the value of the trail.
- b. Resolutions of support from the government entities involved.
- c. List of partners and/or businesses involved with the trail or town, including those participating from the education, heritage, conservation, tourism, business or health sectors.

4. **Provide a sustainable business plan that includes maintenance, marketing and emergencies**

- a. Written documentation of a sustainable business plan that includes goals for development, management, promotion, operation and maintenance plans.
- b. Documentation that the trail and amenities meet all local, state and federal land use plans and laws, and that, if a trail town, the town does, as well.
- c. A list of cultural and natural heritage assets and conservation concerns with an explanation of how they are addressed and incorporated into the trail and town.

Application Process

Applicants must complete the application for designation as a Pure Michigan® Trail, Water Trail (application A) or Trail Town (application B) and submit it, along with all required documentation, to the DNR state trails coordinator. Due date for applications is **September 28, 2019**.

There are two applications: Application A for trails and water trails and application B for trail towns. The application form and all other documents must be attached at the time of submittal to be considered. Submittals can be sent by mail or email.

Trails proposed for Pure Michigan® Trails designations are reviewed against a set of standards and criteria, not by comparison to one another. The review committee evaluates applications through a process that includes the following:

1. A preliminary review by DNR staff of applications for completeness.
2. All complete applications will be presented to the review committee for consideration, discussion and recommendation.
3. A field visit and assessment may be conducted by a review committee member or designee.
4. The review committee will review and discuss applications and any field assessments.
5. The review committee sends a referral of the application back to the applicant with comments or a recommendation to the DNR director for approval from the NRC (which includes a public meeting).
6. Upon approval from the NRC, the DNR state trails coordinator will forward the nomination to the MEDC for a Pure Michigan® license.
7. The NRC approved recommendations will be provided to MTAC.
8. Official designation and promotion will occur as agreed upon by the designee, DNR and Travel Michigan.

If the trail designation is approved, it will be handled as follows:

1. Designation will consist of a letter from the DNR state trails coordinator and a Memorandum of Understanding (MOU) between the DNR and the applicant.
2. A DNR press release announces the designation.
3. Pure Michigan® incorporates the trail into its maps and marketing materials.
4. Signage with branding is placed in appropriate locations by the designee.

Applications and documentation should be sent to:

MorrisonM4@michigan.gov or:

State Trails Coordinator—Pure Michigan Trails Designation
Parks and Recreation Division
Michigan Department of Natural
Resources PO Box 30257
Lansing MI 48909



Pure Michigan® Trail Town Designation Application (Application B)

APPLICATION SUBMITTAL	DEADLINE
STATE TRAILS COORDINATOR PARKS AND RECREATION DIVISION MICHIGAN DEPARTMENT OF NATURAL RESOURCES PO BOX 30257 LANSING MI 48909	September 28, 2019

INSTRUCTIONS

Please complete this form in its entirety. Once completed, attach all necessary documents and submit application as stated above. Please contact the program coordinator with any questions you may have with this proposal.

SECTION B.0 APPLICANT INFORMATION

Applicant:			
Primary contact name and title:			
Telephone:		Email:	
Secondary contact name and title:			
Telephone:		Email:	
Address:			
City:		State:	
		Zip:	

SECTION B.1 TRAIL TOWN INFORMATION (IF SPECIFIC TRAIL OR WATER TRAIL NOMINATION, USE APPLICATION A)

City, village or township (town) name:	
Pure Michigan® Trail near town (designated or applied for designation):	
Please demonstrate that the applicant community has 3 or more of these:	
<input type="checkbox"/> Advisory Committee or other community support group.	
<input type="checkbox"/> Annual trail related project or event.	
<input type="checkbox"/> School board has endorsed a trail-based service learning educational program within its Schools.	
<input type="checkbox"/> Demonstrated relationship between the trail(s) and other community assets or a plan implement.	

SECTION B.2
(FOR THIS SECTION, PLEASE COMPLETE IN ANOTHER DOCUMENT AND ATTACH)

1. Describe how the town is easily accessible to users of a Pure Michigan® Trail or Pure Michigan Water® Trail.
2. Describe the natural, cultural, historic resources and attractions in the town and along the trail(s) that make this town desirable to non-resident visitors.

SECTION B.3 DOCUMENTS REQUIRED
(SEE INSTRUCTION BOOKLET FOR MORE INFORMATION)

B.1 Application

B.2 Supplemental responses from questions

Formally adopted plan that includes:

- Existing and planned support services for trail users
- Build and maintenance plan for Pure Michigan® signage
- Programming and educational plan
- Marketing plan for Pure Michigan® Trail(s) and evidence of implementation
- Baseline economic impact plan and schedule for creating an economic impact plan every five years after designation

Resolution of support by the governing agency for the designation

Other photos or documentation

RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION TO ACCEPT THE LIBRARIES
MENTAL HEALTH HUBS GRANT AGREEMENT**

WHEREAS, the Michigan Health Endowment Fund is working with MPRO (a nonprofit organization which acts as Michigan's designated Quality Improvement Organization and is a Michigan Health and Hospital Association Endorsed Business Partner) to facilitate the Libraries as Mental Health Hubs, and

WHEREAS, participation in the initiative is free and can help improve the mental health of community members by increasing awareness and improving access to care, and

WHEREAS, this initiative will train librarians in mental health first aid, connect library patrons to social work services, equip libraries with naloxone boxes to address overdoses, train library staff to administer naloxone, and host community awareness events centered around mental health education for both children and older adults, and

WHEREAS, the Big Rapids Community Library, in addition to the training and cohort support to bring this program to the Big Rapids community, will also receive a \$3,000 stipend for participation to offset the costs of resources, staff time, and materials.

NOW, THEREFORE BE IT RESOLVED that the City Commission approve the Mental Health Hubs Grant agreement and to appoint Library Director Lauren Perkins as the City's Authorized Representative for this project.

Yeas:

Nays:

The Mayor declared the resolution _____.

Date:

STAFF REPORT TO THE CITY COMMISSION

TO: City Commission
FROM: Paula Priebe, Community Development Director
SUBJECT: **Libraries as Mental Health Hubs – Commitment to Collaborate**
DATE: November 15, 2021

Introduction

The Michigan Health Endowment Fund is working with MPRO (a nonprofit organization which acts as Michigan’s designated Quality Improvement Organization and is a Michigan Health and Hospital Association Endorsed Business Partner) to facilitate the Libraries as Mental Health Hubs program. This program “will address barriers to mental health care access in rural communities by making mental health services more accessible to the public”.

The Big Rapids Community Library was selected to participate in this program through a competitive application process. The Library Board met on Thursday, November 11 and passed a motion in support of this program.

Libraries as Mental Health Hubs

This initiative is an evidence-based model in which MPRO will “train librarians in mental health first aid, connect library patrons to social work services, equip libraries with naloxone boxes to address overdoses, train library staff to administer naloxone, and host community awareness events centered around mental health education for both children and older adults”.

Training for library staff will take place in spring and summer of 2022, with programs and tracking going through autumn 2023. The Big Rapids Community Library, in addition to the training and cohort support to bring this program to the Big Rapids community, will also receive a \$3,000 stipend for participation to offset the costs of resources, staff time, and materials.

Recommendation

Staff recommends that the City Commission approve the resolution to collaborate in the Libraries as Mental Health Hubs initiative and to appoint Library Director Lauren Perkins as the City’s Authorized Representative for this project.

Libraries as Mental Health Hubs Initiative

Commitment to Collaborate

MPRO and _____ agree to collaborate on the Libraries as Mental Health Hubs initiative. MPRO is charged with providing assistance and support to participating libraries. Participation in the initiative is **free** and can help improve the mental health of community members by increasing awareness and improving access to care.

Participating library commitment

As part of this agreement, I commit my library's participation in the Libraries as Mental Health Hubs initiative. My library agrees to the following:

- Participate in staff training (Mental Health First Aid, Caring for the Mind, naloxone administration).
- Refer patrons to social work services.
- Participate in partner calls.
- Track data (e.g., number of attendees at mental health events, check-out of tablet/hotspot).
- Coordinate assistance with scheduling events and posting promotional material.
- Promote patron participation in program activities.

MPRO's commitment

MPRO commits to providing assistance and support, including but not limited to:

- Provide participating libraries a \$3,000 stipend.
- Provide a tablet and hotspot for patrons to use for social work appointments.
- Provide naloxone boxes.
- Coordinate social work appointments, trainings, meetings and mental health awareness events.
- Provide processes, promotional materials and educational videos.

Signature of authorized representative: _____ Date: _____

Contact information

Primary contact name:	Title:
Email:	Organization:
Phone number:	Fax number:
Secondary contact name:	Title:
Email:	

RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____,
the adoption of the following:

**RESOLUTION OPPOSING SHORT
TERM RENTAL LEGISLATION**

WHEREAS, the City of Big Rapids receives a substantial number of visitors because of Ferris State University and other local attractions, and

WHEREAS, 65% of the housing in the City of Big Rapids is rental housing that is regulated by the City, and

WHEREAS, there are R-1 neighborhoods in which short term rentals are, or can be, in conflict with the owner-occupied residential properties, and

WHEREAS, the Big Rapids City Commission believes that each unit of local government is in the best position to know and understand the regulatory needs of the citizens, and

WHEREAS, Senate Bill 446 and HB 4722 will eliminate the authority of local governmental units to regulate short term rentals through zoning ordinances, NOW THEREFORE

IT IS RESOLVED that the Big Rapids City Commission expresses its opposition to SB 446 and HB 4722, and requests that Michigan legislators vote against SB 446 and/or HB 4722 and preserve the zoning authority of local units of government over short term rentals of residential properties. The City Clerk is directed to send this Resolution to members of the Michigan House and Senate.

Yeas:

Nays:

The Mayor declared the resolution _____.

Dated:



CITY OF BIG RAPIDS

226 North Michigan Avenue
Big Rapids, MI 49307

MEMORANDUM

TO: The City Commission
Mark Gifford, City Manager
Tammy Gillis, City Clerk
Paula Priebe, Director of Community Development

FROM: Eric D. Williams, City Attorney

RE: Resolution Opposing Short-Term Rental Legislation

DATE: November 12, 2021

BACKGROUND

The house passed HB 4722, copy attached, which says that a short-term rental... "is a residential use of property and is permitted in all residential zones." Copy attached.

This is a direct reduction of local home rule authority to adopt and enforce of zoning regulations.

The Michigan Municipal League (MML) and the Michigan Townships Association (MTA) adopted a joint release against this type of legislation earlier this year, copy attached.

The MML and MTA have encouraged Michigan cities and townships to adopt resolutions against HB 4722 and SB 446, copy attached, because all zoning authority over short term rentals in R-1 zoning districts would be eliminated.

ISSUE

Should the Big Rapids City Commission take a stand against legislation that eliminates local zoning regulations of short-term rentals?

ANALYSIS

The regulation of short-term rentals should be left in the hands of local municipal officials to decide what works best in each individual community. This legislation favors unregulated real estate use and development as short-term rentals over local control by municipalities, leaving homeowners at the mercy of unregulated short-term rentals.

The City of Big Rapids is an Equal Opportunity Provider and Employer

City Manager	231-592-4020	City Treasurer	231-592-4010	Neighborhood Services	231-592-4035
Assessing	231-592-4030	DART	231-796-8675	Public Safety	231-527-0005
City Clerk	231-592-4020	Income Tax	231-592-4012	Public Works	231-592-4015
Water Plant	231-796-6231	Wastewater Plant	231-796-8483		

RECOMMENDATION

The City Attorney recommends that the City Commission adopt the Resolution in opposition to the short-term rental legislation in HB 4722 and SB 446.

Eric D. Williams

EDW/dgb
Attachments

SUBSTITUTE FOR
HOUSE BILL NO. 4722

A bill to amend 2006 PA 110, entitled
"Michigan zoning enabling act,"
(MCL 125.3101 to 125.3702) by adding section 206b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

- 1 Sec. 206b. (1) For the purposes of zoning, all of the
2 following apply to the rental of a dwelling, including, but not
3 limited to, short-term rental:
4 (a) It is a residential use of property and a permitted use in
5 all residential zones.
6 (b) It is not subject to a special use or conditional use
7 permit or procedure different from those required for other
8 dwellings in the same zone.
9 (c) It is not a commercial use of property.

1 (2) A local unit of government shall not adopt or enforce
2 zoning ordinance provisions that have the effect of prohibiting
3 short-term rentals.

4 (3) This section does not prohibit a zoning ordinance
5 provision that is applied on a consistent basis to rental and
6 owner-occupied residences and that regulates any of the following:

7 (a) Noise.

8 (b) Advertising.

9 (c) Traffic.

10 (d) Any other condition that may create a nuisance.

11 (4) This section does not prohibit a local unit of government
12 from doing either of the following:

13 (a) Inspecting a residence for compliance with or enforcement
14 of an ordinance of the local unit of government that meets all of
15 the following requirements:

16 (i) Is for the protection of public health and safety.

17 (ii) Is not a zoning ordinance.

18 (iii) Does not have the effect of prohibiting short-term
19 rentals.

20 (b) Collecting taxes otherwise authorized by law.

21 (5) Notwithstanding any other provision of this section, a
22 local unit of government may limit the number of units under common
23 ownership used for short-term rental in the local unit. The limit
24 set by the local unit of government shall not be fewer than 2
25 units.

26 (6) Notwithstanding any other provision of this section, a
27 local unit of government may limit the total number of units used
28 for short-term rental in the local unit. The limit shall not be
29 less than 30% of the number of existing residential units in the

1 local unit of government and shall apply without regard to the
2 location of dwelling units.

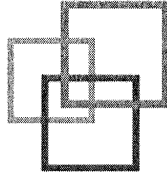
3 (7) Notwithstanding any other provision of this section, a
4 local unit of government that, as of July 11, 2019, had zoning
5 ordinance provisions that regulate the rental of dwellings by
6 overlay district without distinction between short-term rental and
7 rental for longer terms, and that, as of July 11, 2019, had a
8 rental overlay district or districts that were initiated by
9 petition, may continue to enforce those zoning ordinance provisions
10 as they existed on that date. Such a local unit of government may
11 revise existing overlay district boundaries or create new overlay
12 districts, but only under the terms of the zoning ordinance
13 provisions as they existed on July 11, 2019.

14 (8) As used in this section:

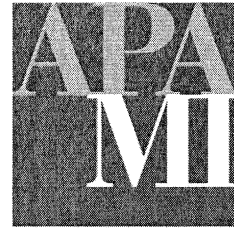
15 (a) "Common ownership" means ownership in whole or in part by
16 the same individual, individuals, or legal entity.

17 (b) "Short-term rental" means the rental of a single-family
18 residence, a dwelling unit in a 1-to-4-family house, or any unit or
19 group of units in a condominium, for terms of not more than 30
20 consecutive days.

21 Enacting section 1. This amendatory act takes effect 90 days
22 after the date it is enacted into law.



MICHIGAN
TOWNSHIPS
ASSOCIATION



Contact: Matt Bach
Michigan Municipal League
C: (810) 874-1073; mbach@mml.org

FOR IMMEDIATE RELEASE: May 25, 2021

MML, MTA and MI Planning Association issue joint release in response to rushed passage of short-term rental legislation

LANSING – The House Commerce and Tourism Committee approved legislation today that would significantly limit how local communities regulate commercial short-term rental properties in residential neighborhoods across the state. A last-minute substitute to House Bill 4722 was given to stakeholders minutes before the committee meeting started and was swiftly passed without having time to review the new bill.

The Michigan Municipal League, Michigan Townships Association (MTA), and Michigan Association of Planning (MAP) all issued statements expressing their strong opposition to today's actions.

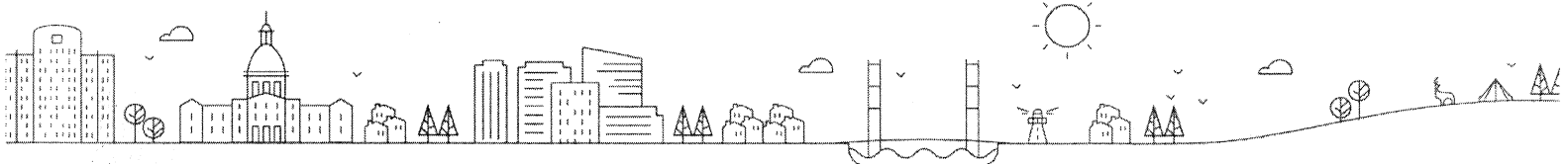
"We are extremely disappointed that a substitute bill given to us minutes before committee began was passed without allowing stakeholders time to review it and provide input. The changes made to the bill do nothing to address the very serious concerns local leaders across the state have made clear: a top-down, one-size-fits-all policy for short-term rentals ignores the unique needs of our individual communities and is wrong for Michigan," said **Dan Gilmartin, Michigan Municipal League CEO and Executive Director**. "We believe short-term rentals have an important place in Michigan's tourism economy, but citizens who put down their life savings to buy a home in one of our great Michigan neighborhoods deserve the right to quietly enjoy their residence too. This legislation is a heavy handed anything goes mandate, and we think that is wrong. We are simply asking for local communities to decide what works best for them so that they can balance the needs of permanent residents and vacationers."

"Residents turn to their local officials to help address issues and problems in their own backyard," said **Neil Sheridan, MTA executive director**. "We recognize—and welcome—the value that tourism brings to communities. But locally elected officials, representing their residents, must continue to have zoning authority over the number and location of short-term rentals—often commercial ventures that can change the very character and fabric of neighborhoods—in their jurisdiction. Local officials know their communities best, and they must retain local decision-making that balances the rights and interests of residents, property owners and visitors."

"While the Michigan Association of Planning recognizes the economic value that short-term rentals can bring to a community, prohibiting municipal government from regulating these uses—which can have serious negative impacts on the quality of life of community residents—is shortsighted and harmful," said **Michigan Association of Planners Executive Director Andrea Brown**. "Local government SHOULD be able to manage the deleterious impacts on

surrounding properties in a way that applies reasonable regulations that both allow for STRs
AND protect the rights of local property owners, too.”

We love where you live.



SENATE BILL NO. 446



A bill to amend 2006 PA 110, entitled
"Michigan zoning enabling act,"

(MCL 125.3101 to 125.3702) by adding section 206b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

Sec. 206b. (1) For the purposes of zoning, all of the following apply to the rental of a dwelling, including, but not limited to, short-term rental:

(a) It is a residential use of property and a permitted use in all residential zones.

(b) It is not subject to a special use or conditional use permit or procedure different from those required for other dwellings in the same zone.

(c) It is not a commercial use of property.

(2) This section does not prohibit regulation applied on a consistent basis to rental and owner-occupied residences for any of the following:

(a) Noise, advertising, traffic, or other conditions, for the prevention of nuisances.

(b) The number of persons that may occupy a dwelling.

(c) Inspections and inspection fees.

(d) Taxes otherwise permitted by law.

(3) As used in this section, "short-term rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4-family house, or any unit or group of units in a condominium, for terms of not more than 30 consecutive days.

Enacting section 1. This amendatory act takes effect 90 days after the date it is enacted into law.

RESOLUTION NO. 21-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION EXTENDING THE CITY LEASE OF PETER
VANDEMARK'S HANGAR AT ROBEN-HOOD AIRPORT
FOR ONE YEAR**

WHEREAS, the City of Big Rapids requested a one-year extension from Peter VanDeMark for the use of his hangar at Roben-Hood Airport, and

WHEREAS, the proposed one-year extension of the lease has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the hangar lease between the City of Big Rapids and Peter VanDeMark be extended for one year at Roben-Hood Airport, copy attached, and the City Manager Mark Gifford is authorized to sign the lease extension for the City.

Yeas:

Nays:

The Mayor declared the resolution _____.

Date:

POSITION PAPER

TO: City of Big Rapids Commission

From: Steve Schroeder, Airport Manager

Date: November 10, 2021

ISSUE: Hanger lease extension at Roben Hood Airport from Dr. Peter VanDeMark

BACKGROUND:

Dr. Peter VanDeMark has had a hanger based at the airport for the past 20 plus years. This hanger is privately owned. The City of Big Rapids currently offers A&P mechanic services at the airport through a city employed mechanic. These services include repairs, upgrades, and replacements of numerous aircraft components. Currently, the only maintained location owned by the city large enough for these repairs to be conducted is one of the large corporate hangers. These repairs can take days or weeks to accomplish. During the time needed for repairs, the use of the hanger for larger aircraft storage is limited. If the corporate hanger was leased out to an annual lessee there would be no location available to conduct these repairs.

In September 2018, Dr. VanDeMark had agreed to lease the hanger to the City of Big Rapids for airport services on an annual basis for a trial period. The City of Big Rapids has been paying \$300 monthly for use of that space. The mechanic services have been providing revenue into the budget and the space has been serving its purpose well. Dr. VanDeMark has agreed to grant the extension of the lease for an additional year which is allowed under the current contract.

RECOMMENDATION: Staff recommends the commission review the contract and authorize the signing of the lease extension agreement with Dr. Peter VanDeMark.

LEASE EXTENSION

The parties to this Lease agree to an extension of the Lease for one year on the same terms, ending November 30, 2022.

Dated: November _____, 2021

Mark Gifford, City Manager (Lessee)

Peter VanDeMark (Lessor)

APPROVED AS TO LEGAL
FORM AND CONTENT



Eric D. Williams P33359

City Attorney

Date: November 11, 2021

Hangar Lease Agreement

HANGAR NO _____

THIS AGREEMENT, is entered into this 1 day of November, 2018, by and between Peter VanDeMark (the "Lessor") and the City of Big Rapids (the "Lessee"); and

Peter VanDeMark (the "Lessor")
17349 160th Avenue
Rodney, MI 49342

The City of Big Rapids, (the "Lessee"),
Office of the City Clerk
226 North Michigan Avenue
Big Rapids, MI 49307

In consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease of Hangar. Peter VanDeMark agrees to lease to the City the Hangar (the "Leased Premises"), located at Roben Hood airport, for the purpose of conducting maintenance and repair of aircraft within the hangar.
2. Use of Leased Premises. The Leased Premises shall be used only for aircraft maintenance and repair and the storage of Aircraft, aircraft components and accessories, and equipment for aircraft repair and maintenance. No use thereof shall violate Federal Aviation Agency or Homeland Security rules and regulations.
3. Term. The term of this Agreement (the "Lease Term"), subject to earlier termination as provided below in this agreement, shall be on a 1-year basis. This Lease shall be for an initial term of 1 year commencing with the signing of the Lease. Lessee shall have the right to renew the term of this lease for succeeding periods of 1 year each by giving Lessor notice of Lessee's intent to renew the Lease at least one month in advance of the expiration of the then current term. Each renewal shall be on the same terms and conditions as set below, unless the parties agree to a modification of the terms and conditions.
4. Termination. Either party may terminate this agreement with at least 30 days prior written notice.
5. Fees. Lessee agrees to pay, in advance, to Peter VanDeMark, three hundred dollars (\$300.00) per month payable on or before the first business day of the month. In the event that the Lessee fails to pay the rent on or before the 10th day of each month, then Lessee shall be charged a late fee of Twenty-Five Dollars

(\$25.00). Should the Lessee neglect or fail to pay payments promptly as specified in this agreement in excess of thirty (30) days, then such action shall constitute a breach of this agreement and may result in termination of the agreement.

The Lessee is credited \$100 per year against the \$300 monthly rent for the land lease obligation of Peter VanDeMark to the City for the land on which the hangar is located.

Lessee has deposited three hundred dollars (\$300), which is equal to one month's rent, as a refundable security deposit and fifty dollars (\$50.00) as a refundable key deposit. Peter VanDeMark is to provide the Lessee with one (1) key for the hangar door. Any security deposit made shall be refunded in full if the Lessee is current with regard to rental payments and premises at the end of the term of this agreement are in as good order as they are now, reasonable wear and tear expected. Lessee shall not change the lock(s) on the hangar door, except with the approval of the Lessor, and with a key provided to the Lessor.

6. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises.

7. Snow Removal: The City shall provide snow removal, at its expense, around the hangar.

8. Maintenance and Repairs to the Hangar. The Lessee accepts the Leased Premises in an "as is" condition, and shall maintain the hangar, including all accessories and fixtures, in good condition. The City shall be responsible for all maintenance/repairs to the Leased Premises, including the hangar doors.

9. Default. If Lessor defaults in the performance of Lessor's duties or obligations as required under the terms of this agreement, and fails to remedy any such default in a manner reasonably satisfactory to Lessee within Fifteen (15) days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within Fifteen (15) days following receipt of written notice to remedy said default, Lessor may immediately terminate this agreement. Lessor may reenter the premises and pursue summary proceedings and all other legal and equitable remedies according to law to regain possession and control of the leased hanger.

10. Operation of Aircraft. The Lessee is responsible for operating the Aircraft on the airport in accordance with the applicable Federal and state aviation regulations.

11. Airport Rules and Regulations. Lessor and Lessee agree to comply with all Federal, State, and Airport rules and regulations. Lessee shall receive written notice of any change to the rules and regulations 30 days prior to their effective date.

12. Quiet Enjoyment, Safety. Lessee agrees to conduct all activities on the Leased Premises in a manner that will not interfere with the safety and quiet enjoyment of the Airport by other tenants and members of the public.

13. Surrender of Possession. On the expiration or other termination of this agreement, and within ten (10) days following vacation of the premises, Lessee's rights to use of the Leased Premises shall cease. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal.

Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall vest in Lessor.

14. Insurance. Lessee shall maintain insurance on operations and personal property in Leased Premises.

15. Inspection. Lessor may, with 48 hours prior notice to the Lessee, enter and inspect the Leased Premises, during normal business hours, for the purpose of ensuring Lessee's compliance with its obligations under this agreement.

16. Maintenance on Aircraft. Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil and other wastes in accordance with applicable industry standards.

17. Storage of Hazardous Materials. Hazardous materials, as defined by the State of Michigan DEQ, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the State of Michigan DEQ rules and regulations and local fire codes.

Lessee further agrees to bear the cost of cleaning up any hazmat spill on the Leased Premises was caused by the negligence or willful misconduct of the Lessee, its agents, employees, or invitees.

18. Assignment and Subletting. This agreement may not be transferred, sublet, or assigned without written authorization signed by Peter VanDeMark and the City, which consent shall not be withheld unreasonably.

19. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 10 days after the change.

20. Governing Law. This agreement is a contract executed under and to be construed according to the laws of the State of Michigan.

21. Attorney Fees. In the event any action is filed in relation to this agreement, each party shall be responsible for his/her/its own attorney's fees.

22. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

23. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

24. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

25. Right of First Refusal. If, at any time, Lessor receives a bona fide written offer from any party to purchase all or part of the Premises, Lessor shall send Lessee a copy of the offer and notify Lessee of its intent to accept it. Lessee shall have the right for 30 days to match the terms of the offer, in writing. If Lessee does not elect to match the offer in writing within 30 days, Lessor may then sell the Premises to the first offeror on the conditions specified in the contract sent to Lessee.

26. Notices. Any writings required under this right of first refusal shall be sent by certified mail, postage prepaid, to the parties at the following addresses:

- Lessor: Peter VanDeMark, 17349 160th Avenue, Rodney, MI 49342.
- Lessee: City of Big Rapids, Office of the City Clerk, 226 North Michigan Avenue, Big Rapids, MI 49307.

27. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

BY:

Mark Gifford
Signature of Lessee (The City)

10/3/18
Date

Mark Gifford, City Manager
Printed Name

BY:

Peter VanDeMark (Lessor)

Date