St Ignace Zoom is inviting you to a scheduled Zoom meeting.

**Topic: City Council Meeting** 

Time: Sep 8, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/5886184757

Meeting ID: 588 618 4757

One tap mobile

+13126266799,,5886184757# US (Chicago)

+16465588656,,5886184757# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 588 618 4757

Find your local number: https://us02web.zoom.us/u/kkhDLpL2u



#### CITY COUNCIL MEETING

St. Ignace, Michigan Wednesday, September 08, 2021 – 7:00 p.m. Little Bear East/Virtual Hybrid Attendance Meeting

\*\*\*\*A G E N D A\*\*\*\*

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) Additions to Agenda
- 6) Public Comment (3-minute limit)
- 7) Consideration of Minutes of August 16, 2021
- 8) Old Business
  - A. Short-Term Rental Ordinance 38-364
  - B. Ambulance Purchase Request
- 9) New Business
  - A. Amended City Credit Card Policy
  - B. Resolution—Sale of City Property via Realtor
  - C. Purple Day
  - D. EUP Connect
  - E. MERS Division Amendment
  - F. Schedule Budget Work Sessions
- 10) Consideration of Bills
- 11) Public Comment (3-minute limit)
- 12) City Manager's Report
- 13) Committee Reports
  - a. Cemetery Committee—Conference Follow-Up
- 14) Council Member Comments

#### City of St. Ignace Council Proceedings (Unofficial)

A Regular Meeting of the St. Ignace City Council was held on Monday, August 16, 2021, in the City Hall Council Chambers as a hybrid attendance meeting, with Zoom video conference available. The meeting was called to order at 7:00 p.m. by Mayor Litzner, followed by the Pledge of Allegiance. Councilmember Clapperton gave the invocation.

**PRESENT FROM CITY COUNCIL:** Councilmembers Clapperton, LaLonde, Mayor Litzner, Councilmember Pelter, Mayor Pro-Tem St. Louis and Councilmember Tremble.

**ABSENT:** Councilmember Fullerton. It was moved by Mayor Litzner, seconded by Councilmember Tremble, to excuse Councilmember Fullerton from the meeting due to work-related commitments. **Roll Call Vote** 

Yes: Councilmember LaLonde, Mayor Litzner, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Tremble and Clapperton.

No: None.

Motion carried unanimously.

**STAFF PRESENT:** Darcy Long, City Manager; Charles Palmer, City Attorney (Zoom); Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Tony Brown, Police Chief.

#### **ADDITIONS TO THE AGENDA**

Mayor Litzner – City of St. Ignace 2020 Audit Presentation by Anderson Tackman.

#### LIMITED PUBLIC COMMENT

Public comment was received regarding harassment issues at the Movies by the Bay event held at the American Legion Park. It was suggested that incidents be promptly reported to City Police and/or event organizers.

#### **ADDITIONS TO THE AGENDA:**

Mayor Litzner – 2020 Financial Audit Presentation by Anderson, Tackman & Company, PLC Ken Talsma, Anderson Tackman, presented the 2020 Financial Audit Report for the City of St. Ignace to Council.

#### CONSIDERATION OF MINUTES OF THE AUGUST 2, 2021 REGULAR COUNCIL MEETING:

It was moved by Councilmember LaLonde, seconded by Mayor Pro-Tem St. Louis, to approve the minutes from August 2, 2021, as presented.

#### **Roll Call Vote**

Yes: Mayor Litzner, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Tremble, Clapperton and LaLonde.

No: None.

Motion carried unanimously.

#### **CONSIDERATION OF BILLS**

It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Pelter, to approve paying the bills as presented. Councilmember LaLonde questioned the electrical fuses purchased from All Phase for the Marina, and it was explained that they are not available from local vendors.

ACE HARDWARE		82.49
AIRGAS USA LLC		159.44
ALL-PHASE ELECTRIC SUPPLY		768.06
ANDERSON TACKMAN &		6,072.50
ANDREW DIXON		79.95
ARCTIC GLACIER USA INC		408.44
BELONGA EXCAVATING, LLC		570.00
BELONGA'S PLUMBING AND		443.54
BLARNEY CASTLE OIL CO		38,957.30
C2AE		1,010.58
CAROL BELL		
		221.00
CHARLES J. PALMER, P.C.		1,618.24
ETNA SUPPLY COMPANY		1,830.81
GALLS, AN ARAMARK CO		99.28
GORDON FOOD SERVICE		111.48
HURON VALLEY GUNS LLC		79.99
JUDITH WYSE		24.00
KIMBALL-MIDWEST		174.11
KSS ENTERPRISES		972.86
KURT NEY		4,003.20
LYNN AUTO PARTS		1,317.29
MI MUNICIPAL TREASURERS		299.00
MI PATIO, INC		1,868.00
MICHAEL D PIEHL		
		75.00
MICHAEL RICHARD LAMB		420.00
MILLER, CANFIELD, PADDOCK		501.50
NATIONAL OFFICE PRODUCTS		1,569.09
NCL OF WISCONSIN INC		1,039.86
NORTHERN SHIRT COMPANY,		3,524.00
PARAGON LABORATORIES, INC		204.00
PENCHURA LLC		193.50
PRO-VISION VIDEO SYSTEMS		6,845.88
		· · · · · · · · · · · · · · · · · · ·
QUILL CORPORATION		49.98
RANDY LEE-GREAT LAKES		670.00
SAFETY-KLEEN SYSTEMS INC		158.00
SAULT PRINTING COMPANY		155.40
SMALL BUSINESS ASSOC OF		119.00
SPARTAN STORES		115.20
ST IGNACE AUTOMOTIVE		23.91
ST IGNACE TRUE VALUE		1,021.15
STRAITS AREA FIRE AUTHORITY		51.00
STRAITS BUILDING CENTER		508.58
THE HUNTINGTON NATIONAL		69,787.50
WESLEY H MAURER JR		513.36
WINDEMULLER ELECTRIC INC		723.28
YAMAHA MOTOR FINANCE		1,481.98
TANAMA MATURIO FOR ETHANINOL		
	Total:	\$ 150,922.73
		•

#### **Roll Call Vote:**

Yes: Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Tremble, Clapperton, LaLonde and Mayor Litzner.

No: None.

Motion carried unanimously.

#### **OLD BUSINESS**

#### **PROPOSED STR ORDINANCE CHANGES**

Betsy Dayrell-Hart, Planning Commission Chairperson, updated Council with several of the most recent proposed changes to the Short-Term Rental Ordinance. After some discussion, it was the consensus of Council to postpone a decision regarding the proposed changes to the Short-Term Rental Ordinance until the next regular meeting on September 8, 2021.

It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Pelter, to approve consideration of the proposed changes at the next regular Council meeting to be held at Little Bear East Conference Center.

#### **Roll Call Vote**

Yes: Mayor Pro-Tem St. Louis, Councilmembers Tremble, Clapperton, LaLonde, Mayor Litzner and Councilmember Pelter.

No: None.

Motion carried unanimously.

#### **DUMPSTERS AT DOCK #3**

Councilmember LaLonde inquired about the progress with the proposed agreements between the City of St. Ignace, GFL and Arnold Freight Company in regards to the management of the dumpsters and trash from Mackinac Island. Mayor Litzner and City Manager Long reported that after meeting with representatives from each entity involved with the trash management, it is understood that each business is expected to meet the requests of the City and comply with appropriate storage behind a fenced area and timely removal.

#### **NEW BUSINESS**

## A. <u>PROPOSED ZONING ORDINANCE CHANGE – CHAPTER 38, ART IV SEC 38-351,</u> "CONVERSION OF OLDER DWELLINGS"

Betsy Dayrell-Hart, Planning Commission Chairperson, informed Council that the Planning Commission is reviewing proposed supplemental changes to the current Zoning Ordinances to help allow residential housing compliance. The Planning Commission's intent is to change the Ordinance to refer to the Michigan Building Code instead of specifically identifying the zoning codes in reference to floor space and other limitations included in Chapter 38, Article IV Section 38-351.

It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Clapperton, to support the Planning Commission's public outreach efforts to determine how to help the long-term housing availability through compliance with current City Zoning that includes reference to the Michigan Building Codes.

#### **Roll Call Vote**

Yes: Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Tremble, Clapperton, LaLonde and Mayor Litzner.

No: None.

Motion carried unanimously

#### **B. 2021 BUDGET AMENDMENTS AND TRANSFERS**

Mayor Litzner requested Council's consideration for the budget amendments presented in the Council Work Session held at 6:00 p.m., prior to the Regular Council meeting.

It was moved by Councilmember Tremble, seconded by Councilmember LaLonde, to approve the budget amendments as presented in the Council Work Session.

#### **Roll Call Vote**

Yes: Councilmembers Tremble, Clapperton, LaLonde, Mayor Litzner, Councilmember Pelter and Mayor Pro-Tem St. Louis.

No: None.

Motion carried unanimously.

#### C. RESOLUTION STRAIT U.P. JEEP CREEP 2021

#### RESOLUTION

The following Resolution was offered for adoption by Councilmember LaLonde, supported by Mayor Pro-Tem St. Louis:

**WHEREAS**, the St. Ignace Visitors Bureau requests permission to conduct the Strait UP Jeep Creep 2021 event, and

**WHEREAS**, this event requires the usage of the Little Bear East Arena parking lot and indoor facility, and

**WHEREAS**, Ordinance No. 413 of the City of St. Ignace, "The Peddler's Ordinance", requires certain criteria be met in order for the event to be held.

**WHEREAS**, it is understood that there may be fees for certain services if provided by the City; and

**WHEREAS**, this event will be required to follow all COVID Federal, State and Local regulations in place at that time to qualify for Special Events status; and

**NOW THEREFORE BE IT RESOLVED**, that the St. Ignace City Council has determined that the St. Ignace Visitors Bureau and the St. Ignace Events Committee do meet the criteria established in the various sections of the Ordinance No. 413, and

**FURTHER BE IT RESOLVED,** that the City Council does approve the St. Ignace Little Bear East Arena parking lot and Community Center for this event on:

October 1st through 3rd, 2021

#### **Roll Call Vote:**

Yes: Councilmembers Clapperton, LaLonde, Mayor Litzner, Councilmember Pelter,

Mayor Pro-Tem St. Louis and Councilmember Tremble.

No: None.

Absent: Councilmember Fullerton.

Resolution declared Adopted.

#### D. C2AE INVOICE - DWSRF

City Manger Long requested Council's approval for an invoice for the Drinking Water State Revolving Fund. It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Clapperton, to approve the invoice presented for \$1,010.58.

#### **Roll Call Vote**

Yes: Councilmember LaLonde, Mayor Litzner, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Tremble and Clapperton.

No: None.

Motion carried unanimously.

#### E. FINANCIALS

It was moved by Councilmember Clapperton, seconded by Councilmember LaLonde, to approve the July 2021 financials as presented.

#### **Roll Call Vote**

Yes: Mayor Litzner, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Tremble, Clapperton and LaLonde.

No: None.

Motion carried unanimously.

#### **PUBLIC COMMENT**

Public comment was received regarding the management and compliance of housing availability. Concern was received regarding completing the LBE Park Project and the agreements surrounding the management of trash removal at Dock #3.

#### **CITY MANAGER'S REPORT**

City Manager Long shared copies of a spreadsheet displaying changes in population compiled by the Michigan Municipal League.

#### **COMMITTEE REPORTS**

No committee reports were presented.

#### **COUNCILMEMBER COMMENTS**

Councilmembers offered thanks to candidates and voters that participated in the August Primary Election, and Mayor Litzner thanked those who provided public comment on various issues.

There being no further business, the meeting adjourned at 8:27 p.m.		
Connie Litzner, Mayor	Andrea Insley, City Clerk/Treasurer	



## City of St. Ignace, MI

396 N State Street St. Ignace, MI. 49781 cityofstignace.com

## **Staff Report**

Agenda Date: September 8, 2021

Presenter: Plan Commission-City Manager

**Department: Administration** 

Darcy D. Long, City Manager.

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: Short-Term Rental Ordinance 38-364 (STR)

**BACKGROUND:** The STR Ordinance has been in development for over a year, with the majority of the work on it performed by the Plan Commission. The ordinance was first proposed due to the increased amount of STR's and the fact that they are essentially illegal operations in residential zoning districts under the current City code. The ordinance will allow STR's but will limit the number of units in residential zoning districts.

**FISCAL EFFECT:** The City of St. Ignace will implement fees to cover the cost to hire a consultant to implement the ordinance along with monitoring and enforcement of STR's.

**SUPPORTING DOCUMENTATION:** This is the final version of the ordinance after several meetings and public hearings on the proposal.

**RECOMMENDATION:** The St. Ignace Planning Commission is recommending the City Council adopted the version of the ordinance for consideration by the Council.

#### CITY OF SAINT IGNACE MACKINAC COUNTY, MICHIGAN

#### SHORT-TERM RENTAL ORDINANCE Ordinance No. 38-364 of 2021

AN ORDINANCE TO ADD ADDITIONAL DEFINITIONS TO SECTION 38-5, AND DELETE SECTION 38-358, "BED AND BREAKFAST". THE PURPOSE OF ORDINANCE NO. 38-364 IS TO PERMIT AND REGULATE SHORT-TERM RESIDENTIAL RENTALS WITHIN THE CITY OF SAINT IGNACE, TO ENSURE THE PUBLIC HEALTH, SAFETY, AND WELFARE, AND TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF.

#### THE CITY OF SAINT IGNACE ORDAINS:

PART 1. The City of Saint Ignace, Michigan, Code of Ordinances is hereby amended to add the following definitions to Section 38-05 Definitions:

Bathroom means a room containing a toilet, a sink, and a bathtub or shower.

Camp or camping means the use of a camping unit or similar shelter for overnight accommodations (11:00 p.m. to 7:00 a.m., or a significant portion thereof) or for other temporary living.

Camping unit means portable outdoor overnight sleeping accommodations, lodgings, or other accommodations, with or without cooking facilities, including a tent, tent trailer, motorhome, travel trailer, pop-up or truck-mounted trailer, recreational vehicle, camper van, or other shelter used for temporary living.

*Occupancy* means the purpose for which a dwelling unit or portion thereof is utilized or occupied.

*Occupant* means any individual living or sleeping in a dwelling unit or having possession of a space within a dwelling unit. "Occupant" does not include guests visiting a dwelling unit between the hours of 6:00 a.m. and 11:00 p.m.

*Operator* means any person or entity working on behalf of the Owner who has charge, care, or control of a dwelling unit, which is offered as a short-term rental.

Owner means the person or entity that holds legal or equitable title to the dwelling unit (or portion thereof).

*Parcel* means a continuous area or acreage of land under common ownership. "Parcel" includes a single condominium unit.

Page 1 August 11, 2021

*Person* means an individual, trustee, personal representative, conservator, receiver, agent, firm, corporation, association, partnership, limited liability company, or other legal entity.

Short-Term Rental means any dwelling or condominium or portion(s) thereof, that are available for use or are used for accommodations or lodging of a guest paying a fee or other compensation for a period of less than thirty (30) consecutive days.

Part 2. The City of Saint Ignace, Michigan, Code of Ordinances is hereby amended to add Chapter 38-364, which shall be titled as follows:

Sec 38-364 Short-term Rental (Residential) Operations and Regulations.

#### (a) Categories of Operation

(1) Category 1, Owner-occupied. Bed and Breakfast is an owner-occupied single-family dwelling unit, which is the principal residence of the owner, and said owner shall live on the premises when the short-term rental of a sleeping room or rooms is active.

AND

Owner-occupied, two (2) or more dwelling units where the owner resides on a property which is their principal residence, but where the owner does not live in the dwelling unit rented by the guest, but lives in a dwelling unit under the same roof such as a duplex, triplex, or apartment building, or on the same parcel, such as an accessory dwelling unit, when the Short-term Rental is active.

- (2) Category 2, Not Owner-occupied. The Short-term Rental is on property that is not the property owner's principal residence, or where the property owner resides on a different property or parcel than the one occupied by the guest when the Short-term Rental is active.
- (b) Permit Required. No person shall permit, allow, or offer a dwelling unit to be used as a Short-term Rental, nor enter into a Short-term Rental agreement concerning a dwelling unit within the City of Saint Ignace without first obtaining a Short-Term Rental Permit (hereinafter referred to as "Permit") from the City pursuant to the requirements of this Ordinance. Where a property contains more than one dwelling unit being used as a Short-term Rental, each dwelling unit must have a separate Permit. No Owner may obtain and hold more than three (3) Permits during the same permit period.

The total number of Permits issued for Short-term Rentals in residential R1, R2, R3, and R4 districts is limited to fifty (50). Once fifty Permits have been issued, a chronological Waiting List will be established. To be included on the Waiting List, Owners are required to list the address of the property for which they are requesting a Permit and pay the Permit application fee.

No Permit may be issued for a property that will not be made available for rent or rented within thirty (30) days of issuance of a Permit, and property must be available for rent for at least four (4) months of a Permit Year (June 1 – May 31) A Permit shall be revoked by the City Assessor if the Assessor

Page 2 August 11, 2021

determines that the Permit was not obtained in good faith, and the unit was not made available for rent or rented during a period of at least four (4) months of the Permit Year.

A property owner applying for a Permit may request a variance from the Zoning Board of Appeals to delay the starting date of the Permit period and to prolong the time between Permit issuance and availability of rental to perform repair/improvement, sanitation/pest extermination, or mitigation of damage from natural or man-made disaster. Such a variance may be renewed one (1) time, for one (1) additional period of twelve (12) months if repair work is ongoing.

A revocation of a Permit under this section shall not prohibit a property owner from re-applying for a Short-term Rental Permit at any time as long as all requirements are met.

- (c) Application and Fee Requirements. An operator seeking a Permit under this Ordinance shall submit a completed application to the City Manager or his or her designee and pay the required fee, which shall be determined from time to time by resolution of the City Council. The fee schedule adopted by the City Council may include an enhanced fee for dwelling units found to have been operating as unpermitted Short-term Rentals in violation of this Ordinance. The application shall include proof of ownership of, or the legal right to rent a dwelling unit, contact information for the Owner and the Operator (if different from the Owner), and all information reasonably necessary for the City Manager or their designee to determine whether the applicable standards for approval have been met. The City Council may approve the form and content of the application by resolution.
- (d) Standards for Approval. The City Manager or their designee shall approve, or approve with conditions, an application for a Short-term Rental Permit only upon a finding that the dwelling unit complies with all of the following applicable standards:
  - (1) Guest Register. Every operator shall keep a list of the names of the registered guests and the total number of guests staying at the Short-term Rental in addition to the registered guests.
  - (2) Bedrooms and Sleeping Rooms. The size and occupancy of rooms used for sleeping purposes shall comply with all current State of Michigan applicable code requirements, including the International Property Maintenance Code (Saint Ignace Code of Ordinances, Chapter 6 Buildings and Building Regulations, Article III; Property Maintenance Code, Section 6-61).
  - (3). Parking. The property owner shall designate to guests the location(s) of legal parking spaces for all Short-term Rentals.
  - (4). The appearance and upkeep of the dwelling shall not conflict with the residential character of the neighborhood and be consistent with Chapter 12 Environment and Chapter 38-361 Appearance and Upkeep.

(5). Fire Safety and Emergency Access.

Page 3 August 11, 2021

- [a] Smoke Alarms. Smoke detectors/alarms shall be installed in each rental unit. All smoke detectors/alarms shall be UL (Underwriters Laboratories, Inc.) approved, and shall be installed in accordance with the provisions of the Michigan Residential Code and the household fire warning equipment provisions of the National Fire Protection Association (NFPA) standards Section 72.A. Smoke detectors/alarms shall be installed in the following locations:
  - [1] In each bedroom or sleeping room.
  - [2] Outside of each separate sleeping area in the immediate vicinity of the bedrooms.
  - [3] On each additional story of the rental unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In rental units with split levels and without an intervening door between the adjacent levels, a smoke detector/alarm installed on the upper level shall suffice for the adjacent lower level, provided that the lower level is less than one full story below the upper level.
- [b] Bedroom and Sleeping Room Emergency Window Access.
  - [1] Every bedroom and sleeping room shall have an egress door or window meeting the current fire code for ingress and egress in an emergency or is acceptable to the Fire Chief.
  - [2] No bedroom or sleeping room shall be located in a basement unless the basement meets current code requirements for ceiling height and contains a doorway open to the outside or contains a window meeting ingress and egress emergency standards.
- [c] Fire Extinguishers. An operable fire extinguisher shall be located and visible at an exit door on every floor level, including the basement and in the kitchen area.
- (6) Designated Representative. The Owner or Operator of a Short-term Rental shall identify a Designated Representative as a contact person at least eighteen (18) years of age, responsible to act on behalf of the Owner or Operator when the Owner or Operator is not immediately available to respond to calls of nuisance or emergency. The Designated Representative is granted authority by the Owner or Operator to enforce rental agreements and to stand in the place of the Owner or Operator in order to make decisions when reasonably requested to do so by emergency services, utility companies, City Assessor, City Manager, or employees of DPW when acting in the ordinary course of business. The Owner or Operator shall provide the name, address, and a current 24-hour working phone number of the Designated Representative to the City Manager. Said Designated Representative must be available during the rental period within a thirty (30)-minute drive of the dwelling unit or authorize an alternate person eighteen (18) years of age or older who can respond within thirty (30) minutes.
- (7) Zoning Compliance. No person shall be granted a Short-term Rental Permit unless the dwelling unit is in compliance with applicable City of Saint Ignace Zoning Ordinances.

Page 4 August 11, 2021

Nothing in this Ordinance shall be construed as excusing compliance with the requirements of City of Saint Ignace Zoning Ordinances.

- (8) State Law Compliance. No person shall be granted a Short-term Rental Permit unless the dwelling unit is in compliance with applicable requirements of the State Building Code, State Residential Code, State Mechanical Code, State Plumbing Code, National Electrical Code, and the Michigan Fire Prevention Code.
- (9) Certification by Applicant. As part of the application, the applicant shall certify that the foregoing standards have been met. The City may deny or revoke a Permit if the statements or representations made on the application are determined by the City Manager to be false or materially misleading. The applicant may appeal the City Manager's decision to the City Council in the manner provided by 38-364 (g)(3) of this Ordinance.
- (10) Per Ordinance Section 38-121, Ordinance Section 38-151, and Ordinance Section 38-181, no Category 2 Short-term Rental unit will be allowed in residential zoned R1, R2, R3, and R4 districts without a variance.
- (11) Variance requests related to Short-term Rental units shall be directed to the Zoning Board of Appeals.
- (12) Once granted, a variance allowing a Category 2 Short-term Rental transfers with the property. A new property owner must apply for a Permit as described in this ordinance, No. 38-364, part 2, (e) Permit (3) ownership.

#### (e) Permit.

- (1) Duration. A Short-term Rental Permit shall be valid for the year the Permit was obtained, starting 12:00:00 a.m. on June 1 and ending 11:59:59 p.m. on May 31 of the following year, herein referred to as the "Permit Year".
- (2) Transferability. A Permit may not be transferred from one dwelling unit to another dwelling unit.
- (3) Ownership transfer of Permit. A Permit may not be transferred or assigned to any third party except heirs and assigns, and the Permit shall be void upon transfer of ownership of the property where the Short-term Rental use is located. Upon change of ownership, the new Owner must apply for a new Permit in order for Short-term Rental use activity to be authorized.
- (4) The City will make available to the public the information shown on the Short-term Rental Permit.

Page 5 August 11, 2021

- (5) Display. The Permit shall be displayed within the dwelling unit and contain the following information:
  - [a] Contact Person Information. The name of the Owner or Designated Representative and a telephone number at which they may be reached on a twenty-four (24)-hour basis.
  - [b] Maximum Number of Occupants. The Permit shall display the maximum number of occupants permitted at a dwelling unit. No person shall allow or permit a dwelling unit to exceed the maximum number of occupants stated on the Permit.
  - [c] No paying guest shall camp or allow any person to camp on the property upon which a Short-term Rental is located. This prohibition includes the occupation of tents, bivy sacks, campers, trailer coaches, camper trailers, vehicles, recreational vehicles, travel trailers, camping units, or any other temporary shelter located on the land upon which a Short-term Rental is located pursuant to a permit issued under 38-364 (d).
  - [d] Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this and other applicable ordinances.
- (6) Guest information. When the property owner is not present on the property during Short-term Rental use, the following information is to be provided to guests:
  - [a] Emergency egress information for the dwelling unit.
  - [b] Applicable off-street and on-street parking standards, requirements, and regulations.
  - [c] Applicable campfire regulations and restrictions.
  - [d] Requirements for trash collection and schedule for curbside pick-up.
  - [e] List of ordinances applicable to Short-term Rentals.
- (f) Nuisance. A violation of this Ordinance is hereby declared to be a public nuisance per se and is hereby further declared to be offensive to the public health, safety, and welfare. All violations of this Ordinance shall be abated by a court of competent jurisdiction.
- (g) Violations; Revocation of Permit.
  - (1) Violations as Municipal Civil Infractions. Any person who violates any provision of this Ordinance shall be responsible for a Municipal Civil Infraction. Each day that a violation

Page 6 August 11, 2021

occurs constitutes a separate offense. Penalty, see Chapter 1 Section 1-7. Fees, Section 1-8 General Penalty; Continuing Violations, Section 1-9 Municipal Civil Infractions.

- (2) Revocation of Permit. The City may revoke the Short-term Rental Permit for any dwelling unit which is the site or subject of at least three (3) separate incidents or violations of this Ordinance (occurring on three (3) separate days) within the Permit Year resulting in a plea of responsibility (with or without explanation), a plea of guilty, a plea of no contest, or a court's determination of responsibility or guilt by the Owner. If an Owner demonstrates they properly posted rules and information, and a renter is ticketed one time for a violation, this will not apply to the property owner with respect to revocation of Permit. Repeated (two (2) or more) tickets to the renter for the same offense at the same property will be applied as a single violation to the property owner. Revocation is for violations referenced above.
- (3) Upon a determination by the City Manager, the Permit of a dwelling unit is subject to revocation pursuant to subsection (2). The City Manager shall issue a notice to the Owner and Operator or Designated Representative that the City intends to revoke the Permit by certified mail to the addresses listed on the Permit. The Owner and Operator or Designated Representative may, within thirty (30) days from the date the notice was sent, request a hearing before the Zoning Board of Appeals to show cause as to why the Short-term Rental Permit should not be revoked. If a hearing is requested, the City Manager or his or her designee shall notify the Owner and Operator or Designated Representative of the time and place of the hearing. At the hearing, the Owner and Operator or Designated Representative may present evidence that the violations of this Ordinance were due to or caused by extraordinary circumstances. The Zoning Board of Appeals may, in its discretion, reverse the determination of the City Manager to revoke the Permit by a majority vote.
- (4) Duration of Revocation. No Permit shall be issued to an Owner for a period of twelve (12) months following the revocation of a Short-term Rental Permit.
- (h) Enforcement Officials. The City Manager or their designee, Ordinance Enforcement Officer, Building Inspector, Fire Marshall, and any City police officer are hereby designated as the authorized officials to issue and serve municipal civil infractions directing alleged violators of this Ordinance to appear in court.
- (I) Civil Action. In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the City may initiate proceedings in the 92<sup>nd</sup> District Court for the County of Mackinac to abate or eliminate the nuisance per se or any other violation of this Ordinance. Any person determined by the Circuit Court to have violated this Ordinance shall be responsible for all costs, including actual reasonable attorney fees incurred by the City in the enforcement of this Ordinance. Such costs of enforcement shall constitute a lien against the parcel upon which the dwelling unit is located, and the City Treasurer shall certify the costs of enforcement to the Tax Assessor or other responsible official, who shall place the same on the next tax roll. The costs of enforcement so assessed shall be collected in the same manner as general City taxes.

Page 7 August 11, 2021

- (j) Severability. If any section, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance, which shall be given effect without the invalid portion or application.
- (k) Effective Date. This Ordinance shall become effective ninety (90) days after notice of adoption is published in a newspaper of general circulation within the City.

NAYS: Members: ABSENT: Members:			
ORDINANCE DECLARED	ADOPTED.		
City Mayor City of Saint Ignace	,		
City Clerk City of Saint Ignace	,		
STATE OF MICHIGAN	) ) ss.		
COUNTY OF MACKINAC	)		

**AYES:** Members:

I hereby certify that the foregoing is true and complete.

Page 8 August 11, 2021



## City of St. Ignace, MI

396 N State Street St. Ignace, MI. 49781 cityofstignace.com

## **Staff Report**

Agenda Date: 09/08/21

Presenter: Mark Wilk

Department: EMS

Darcy Long, City Manager:

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: Ambulance Purchase Request

#### **BACKGROUND:**

Every 3 years we attempt to replace one of the 3 ambulances. We are at a time where we need to accomplish this.

#### **FISCAL EFFECT:**

This purchase impacts the general fund for the next 3 years.

#### **SUPPORTING DOCUMENTATION:**

Attached price sheet with break down per unit of government. Look at the column labeled Pwr Load + Cot

#### **RECOMMENDATION:**

All the other units of government have voted to purchase the new ambulance along with a new cot and the power load system. This is the very far right column of the price sheet.

	5516	Trout Lake 384	St. Ignace 93	Moran 99	Hendricks 1:	City 2452	Brevort 59	2021 Ford E-450 Gas Ambulance
		84	939	994	153		594	
	100%	7%	17%	18%	3%	44%	11%	\$ 1
		0.069616	0.170232	0.180203	0.027737	0.444525	0.107687	75,214.00 less
	\$170,214.00	\$11,849.56	\$28,975.88	\$30,673.08	\$4,721.31	\$75,664.38	\$18,329.79	\$ 175,214.00 less \$5000 for trade in: \$ 170,214.00
Minimum Requirement	\$ 175,028.87	\$ 12,184.75	\$ 29,795.52	\$ 31,540.74	\$ 4,854.86 \$	\$ 77,804.71	\$ 18,848.29	Performance Load \$ 4,814.87 \$ 175,028.87
	\$ 175,028.87 \$ 191,814.00 \$ 194,340.66 \$ 211,125.79	\$ 12,184.75 \$ 13,353.26 \$ 13,529.15 \$ 14,697.66	\$ 29,795.52 \$ 32,652.89 \$ 33,083.01 \$ 35,940.38	31,540.74 \$ 34,565.47 \$ 35,020.78 \$ 38,045.51	\$ 5,320.44 \$	\$ 77,804.71 \$ 85,266.12 \$ 86,389.29 \$ 93,850.70	18,848.29 \$ 20,655.82 \$ 20,927.91 \$ 22,735.45	Power Load \$ 21,600.00 \$ 191,814.00
	\$ 194,340.66	\$ 13,529.15	\$ 33,083.01	\$ 35,020.78	\$ 5,390.52 \$	\$ 86,389.29	\$ 20,927.91	Perf Load + Cot \$ 24,126.66 \$ 194,340.66
	\$ 211,125.79	\$ 14,697.66	\$ 35,940.38	\$ 38,045.51	\$ 5,856.10	\$ 93,850.70	\$ 22,735.45	Pwr Load + Cot \$ 40,911.79 \$ 211,125.79



## City of St. Ignace, MI

396 N State Street St. Ignace, MI. 49781 cityofstignace.com

## **Staff Report**

Agenda Date: September 8, 2021	Presenter: City Manager
Department: Administration	Darcy D. Long, City Manager:

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: Amended Credit Card Policy

**BACKGROUND:** The Credit Card Policy was adopted earlier this year by the City Council.

**FISCAL EFFECT:** Will better allow staff to purchase from a wider variety of vendors; some are single-source onetime purchases that do not make sense to set up an account.

<u>SUPPORTING DOCUMENTATION:</u> Amended policy is included with this report. Changes to the policy are adding the Fire Chief, Marina Director, and Golf Course Manager.

**RECOMMENDATION:** Recommend adoption of amended Credit Card Policy.

## CITY OF ST. IGNACE POLICY & PROCEDURES

Policy #: 2021-1

Name of Policy: The City of St. Ignace Credit Card Policy and Procedures

Date Issued: March 1, 2021

Date Effective: March 2, 2021

Date Amended:

This policy is issued under the authority of the St. Ignace City Council as approved by same. Changes to said policy shall be made only by a resolution of the City Council to amend or repeal.

#### 1. Purpose and Scope:

- 1.1 This policy is adopted in accordance with Public Act 266 of 1995, which requires that all municipalities have a written policy when authorizing the use of credit cards to purchase goods and services for the official business of the local unit of government. This policy designates employee(s)/officer(s) responsible for the City of St. Ignace credit cards issuance, accounting, monitoring, and retrieving, and the designated employee(s)/officer(s) responsible for overseeing compliance with this credit card.
- 1.2 This policy shall be applicable to all elected and appointed officials and employees of the City of St. Ignace who have been issued a credit card to purchase goods and services for the official business of the City of St. Ignace, which are budgeted.

#### 2. Issuance of Cards:

- 2.1 Credit Cards will be issued to the following City of St. Ignace Administrative Officers: City Manager, DPW Director, Police Chief, City Clerk-Treasurer, Recreation Director, Marina Director, Golf Course Director, and Fire Chief.
- 2.2 The combined authorized credit limit of credit cards issued by the City of St. Ignace shall be as followed: City Manager, DPW Director, and Police Chief \$5,000 each. City Clerk-Treasurer, Fire Chief, Golf Course Director, Marina Director, and Recreation Director \$2,000 each.

#### 3. **Responsibility:**

- 3.1 Each City employee will be responsible for the purchase of goods and services that they make with a City of St. Ignace issued credit card in compliance with this policy.
- 3.2 Employee is not permitted to utilize the City Credit Card using an instant payment function on their smartphone or other mobile devices. This is not limited to Apple Pay or Samsung Pay formats or any future applications that can be utilized for this function.

#### 4. Policy:

- 4.1 The Clerk-Treasurer and City Manager will be responsible for overseeing compliance with the Credit Card Policy, including the issuance, accounting, monitoring, and retrieval of credit cards used by City employees for the budgeted purchase of goods and services for the official business of the City of St. Ignace.
  - 4.1.1 A credit card may only be used by an officer or employee of the City of St. Ignace for the purchase of goods or services for the official business of the City pursuant to Section 3(b) of Public act 266 of 1995.
  - 4.1.2 All credit card statements shall be received and opened by the Clerk-Treasurer or their designee for an initial review of the transactions listed on a monthly basis to ensure compliance with this policy and the appropriate purchase of goods or services for official business on behalf of the City of St. Ignace.
  - 4.1.3 Upon completing an initial review, the Clerk-Treasurer or their designee shall forward the credit card statement within two (2) days of receipt to the appropriate administrative officer assigned to each respective credit card.
- 4.2 Each administrative officer shall be responsible for the review of and accounting of all transactions listed on each monthly statement received in connection with credit cards issued to them.
  - 4.2.1 Each administrative officer shall be responsible for attaching actual receipts obtained with each use of City-issued credit cards by them or their designee. Each receipt must be detailed as to the goods or services purchased, the cost of the goods or services, the date of purchase, and the official business for which purchased.
  - 4.2.2 Each administrative officer shall approve payment of monthly credit card

- statements within two (2) business days of receipt of the same. Approval will also include which account shall be charged for payment of the monthly statement pertaining to the credit card transactions.
- 4.2.3 Administrative officers shall provide each monthly statement with attached receipts evidencing each transaction on a said statement and submit to the Clerk-Treasurer for payment through the normal Accounts Payable process and final approval from the City Manager.
- 4.3 Prohibited goods and services
  - 4.3.1 Use of a City provided credit card to purchase alcohol, tobacco, medication and drugs are prohibited.
  - 4.3.2 Use of a City provided credit card to purchase goods and services for personal benefit is prohibited.
  - 4.3.3 Use of a City-provided credit card to purchase flowers, gifts, cards, and meals for employees for personal recognition programs outside of City-sponsored programs is prohibited.
  - 4.3.4 Use of a City-provided credit card for gambling is prohibited.
  - 4.3.5 Use of a City-provided credit card for a cash advance is prohibited.
  - 4.3.6 Use of a City credit card to purchase goods or services prohibited by State law is not permitted.
- 4.4 All irregularities, prohibited purchases, and violations of the policy shall be reported to the City Manager.
  - 4.4.1 The Clerk-Treasurer and /or administrative officer(s) are required to report immediately to the City Manager any misuse, prohibited purchase, or violation of this policy.
  - 4.4.2 Upon receipt of documentation or other evidence indicating inappropriate use/prohibited purchase or violation of the policy, the individual involved will have their credit card immediately recalled and will be prohibited from using any other City-issued credit card. Disciplinary measures consistent with state law for the unauthorized use of a credit card shall be imposed upon an offending employee/officer(s) of the City of St. Ignace.
- 4.5 Card Holder Responsible for Protection and Custody
  - 4.5.1 A City employee who is issued or given a credit card for the purchase

- of goods and services for the City of St. Ignace's official business is responsible for its protection and custody and shall immediately notify the Clerk-Treasurer and City Manager if their credit card is lost or stolen.
- 4.5.2 A City employee who is issued or given a credit card for the purchase of goods and services for the official business of the City of St. Ignace is responsible for maintaining the security of the credit card statements and the information listed therein.
- 4.5.3 An employee issued a City of St. Ignace credit card shall return the the credit card on or before their last day of employment.
- 4.6 The balance, including interest due on an extension of credit under any credit card arrangement, shall be paid for within not more than 60 days of the initial statement date.
- 4.7 Violation of Credit Card Policy
  - 4.7.1 Any employee who is found to be in violation of the City of St. Ignace Credit Card Policy will be subject to disciplinary action up to and including termination.

## **Credit Card User Agreement**

Requirements for the use of City of St. Ignace Credit Card(s):

- 1) Credit card(s) are to be used **only** to make budgeted purchases for the City of St. Ignace's legitimate business.
- 2) Credit card(s) must be used in accordance with the provisions of the Credit Card Policy established by the City of St. Ignace.
- 3) The user understands personal use or misuse of the City Credit Card will result in discipline up to termination and possible criminal charges depending on the situation for violating this policy.

I have read and agree to comply with the City of St. Ignace's Credit Card Policy and Procedures.

Employee Name (Print)	
Employee Signature	
Date Signed	



## City of St. Ignace, MI

396 N State Street St. Ignace, MI. 49781 cityofstignace.com

## **Staff Report**

Agenda Date: September 8, 2021

Presenter: City Manager

Department: Administration

Darcy D. Long, City Manager:

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: Resolution Sale of City Properties

**BACKGROUND:** The City Council has expressed interest in selling parcels of land it does not utilize, especially properties outside the City Limits. The resolution drafted by City Attorney Chuck Palmer will allow the city to use a realtor selected through an RFP process.

FISCAL EFFECT: City will have financial gain from the sale of land it has does not use.

<u>SUPPORTING DOCUMENTATION:</u> Resolution allows the city to sell the unused land and the RFP to select a realtor using an RFP process. The Finance Committee would open the bids received from realtors.

**RECOMMENDATION:** Approve the resolution to begin the process to sell City land using a selected realtor.

#### **RESOLUTION**

#### **OF THE ST. IGNACE CITY COUNCIL**

**WHEREAS** the City of St. Ignace owns various parcels of real estate located both within and outside the City limits, and

**WHEREAS** the City would benefit financially from the sale of several of those parcels, and,

WHEREAS, there is no practical public use for the particular parcel, and

WHEREAS, the City requires the assistance of a licensed Realtor to evaluate, market, and complete any sales of the proposed parcels, and

WHEREAS, it is appropriate to receive proposals from Realtors prior to initiating the sale process

UPON MOTION MADE, seconded and approved unanimously,

#### BE IT HEREBY RESOLVED that the

City Manager is hereby authorized to prepare a Request for Proposals and establish a procedure to hire a Realtor to assist in the sale process

Ву:			
STATE OF MICHIGAN	) )SS		
COUNTY OF CHIPPEWA	)		
	ment was acknowledged before me this	day of	_,
	Note and Dealth		
Mackinac County, Michigan	Notary Public		
My commission expires:			

#### City of St. Ignace, Michigan

#### **REQUEST FOR PROPOSALS**

Sealed proposals for **REAL ESTATE BROKER SERVICES** for the City of St. Ignace, Michigan will be received at the St. Ignace City Hall, 396 North State Street, St. Ignace, Michigan 49781 **UNTIL 4:00 P.M., September 27, 2021.** 

Any questions regarding this Request for Proposal should be directed to Darcy D. Long, City Manager, or emailed to: dlong@cityofstignace.com

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposal.

## City of St. Ignace

### **Submittal Signature for:**

#### **REAL ESTATE BROKER SERVICES**

The firm submitting this proposal is required to submit those items listed in this RFP in full as a part of the proposal package.

Failure to submit any of the documents listed below with your proposal, or failure to acknowledge any addendum, or submitting your proposal with any limitation, condition or provision not requested, may be cause for rejection of your proposal.

By signing the form below, the authorized representative affirms that the information contained in this document is true and accurate, and that the firm indicated below is capable of providing services as described in their response to this RFP.	TELEPHONE NUMBER
COMPANY NAME:	
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

# GENERAL SPECIFICATIONS FOR REAL ESTATE BROKER SERVICES

City of St. Ignace is seeking proposals from local real estate brokers/firms to sell real property owned by the City. It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Contract with the City to supply real estate services as outlined herein.

#### A. SCOPE OF SERVICES

The successful firm shall agree to contract with the City to provide the following:

- Services required involve performing market analysis,
- Developing strategies for sale of properties,
- Negotiating with buyers on behalf of the City,
- Coordinating real estate appraisals,
- Coordinating real estate transaction closings, and
- Handling all other customary activities and services associated with real estate transactions.

Services may include consultation with City staff and City Council Members relating to the sale of real estate. Presentations at public meetings may be required.

#### **B. BROKER'S QUALIFICATIONS**

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the State of Michigan.
- Must have an excellent reputation in the real estate community.
- Must be knowledgeable in the local real estate market and have experience with small and large commercial properties.
- Must be knowledgeable in the use of all public real estate records.

#### C. INSURANCE REQUIREMENTS

For proposal purposes, proposers must submit copies of certificates of insurance for general liability and workers compensation. The successful contractor must provide original certificates prior to commencing services.

#### D. FEE SCHEDULE

The proposed fee schedule shall include the following items:

- State your commission rate for the selling of properties.
- State any other costs the City may anticipate relating to the real estate services to be provided.

Payments to the successful contractor will be based on actual services received.

#### E. TERM OF CONTRACT

The contract period for the successful broker/firm will be from date of award through September 9, 2023. The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the broker/firm and the City of St. Ignace.

#### F. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

#### G. ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

#### H. SELECTION CRITERIA

### Selection of a broker/firm will be made based on the following criteria:

- 1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP,
- 2. Experience, qualifications and references,
- 3. Knowledge of local real estate market,
- 4. Local reputation.
- 5. Fee schedule, and
- 6. Completeness of response to RFP as outlined in this solicitation.

#### I. RFP SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the City's objectives.

#### The following information must accompany your proposal:

- 1. List years in business, previous names of the firm, if any.
- 2. Description of your firm including size of firm, location, number and nature of the professional staff to be assigned to the City; staff experience and training, including a brief resume for each key person listed.
- 3. Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience.
- 4. Experience in assisting similar size entities, including any and all services

for government agencies.

- 5. Additional services offered through your firm.
- 6. Listing of current litigation, outstanding judgments and liens.
- 7. Fee schedule:
- State your commission rate for listing and selling of properties
- State any other costs the City may anticipate relating to the real estate services to be provided.



## City of St. Ignace, MI

396 N State Street St. Ignace, MI. 49781 cityofstignace.com

## **Staff Report**

Agenda Date: September 8, 2021

Presenter:

**Department: City Council** 

Darcy D. Long, City Manager:

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

**AGENDA ITEM TITLE:** EUP Connect

BACKGROUND: Information provides in the packet related to this agenda item.

FISCAL EFFECT: Requesting 3% of ARPA Funds.

#### **SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:** Informational will be considered at the next Council Meeting in September.



## Eastern Upper Peninsula Intermediate School District

July 30, 2021

Andrea Insley City of St. Ignace 396 N. State Street St. Ignace, MI 49781

Dear Andrea:

Over the past few months, we've introduced the EUPConnect Collaborative as a means to join forces and finally **resolve** the internet issues in our region. It is our intent to form a collaborative group of schools, townships, counties, hospitals, and tribes, pool our resources, and recognize equitable and affordable access to broadband connectivity for all citizens in the EUP.

Included are a few documents for your board to review:

- 1) Information about EUPConnect Collaborative
- 2) What do I get for my 3%?
- 3) Resolution to partner Commitment of 3% of ARPA (or equivalent) funds

If you have any questions, please don't hesitate to ask me, Jason, or Joann. We look forward to partnering with you! Together, we can meet the goal of equitable and affordable internet for all in the EUP!

Thank you!

Angie McArthur, Ed.S.

Superintendent



#### Broadband

A quality broadband network has long been a goal of the Eastern Upper Peninsula. The Eastern Upper Peninsula Intermediate School District (EUPISD) along with the EUP Regional Planning and Development Commission (EUPRPDC) has been working toward this goal for several years, investing a considerable amount of time, money, and energy. Now, with the funds coming from the American Rescue Plan Act and other sources, this common goal is within reach. "This is what we wanted 20 years ago, should have had 10 years ago and, now it is here" stated Jason Kronemeyer, EUPISD Technology Director.

#### **Uniquely Positioned**

Having already completed data collection and much work in the region, the EUPISD is uniquely positioned to lead this project. Consulting with several municipalities, schools, libraries, and hospitals, the EUPISD was encouraged to develop an organizational structure that entities from the three counties in the Eastern UP could join to work cooperatively to make this goal a reality. By working collectively and cooperatively, investing a portion of the available funds, a state-of-the-art fiber network could be available to all our communities and homes within a couple of years.

#### Your Invitation

To facilitate this goal the EUPISD has developed the EUPConnect Collaborative. We are inviting each county, township, school district, library, hospital, and Native American Tribe to join the Collaborative. The attached resolution is provided for you to use as indication of your willingness to work together. By working collectively, we can accelerate equitable access to everyone more easily than if we worked independently.

#### Form a High-Speed Internet Committee

If you have not already done so, we recommend that you form a High-Speed Internet Committee, even if it is a committee of one to serve as a point of contact and become your go-to for connectivity information and updates. There is a lot of work being done on broadband in the region at this time and having a High-Speed Internet Committee to focus on all the incoming information will be helpful.

#### One Gig

Bringing a one gig fiber network to the EUP is already in progress. Through the Rural Digital Opportunity Fund (RDOF), the Federal Communications Commission awarded contracts last December. Atlantic Engineering Group (AEG) has a \$37 million contract to lay the fiber across the Eastern Upper Peninsula, with effort already in progress. To assure equitable, affordable, and reliable high-speed internet becomes a reality to all the partners will be the task of the EUPConnect Collaborative.

Eastern Upper Peninsula Intermediate School District





#### Buy In

Each Collaborative partner will commit three percent (3%) of their share of the American Rescue Plan Act dollars. Collectively, these monies will generate adequate dollars to fund the EUP Connect Collaborative. The Eastern Upper Peninsula Intermediate School District will serve as the fiscal agent.

#### Let's Meet

Volunteers already working with the Collaborative are preparing educational materials and receiving training to answer questions. A member of the EUPConnect Collaborative Core Team will be reaching out to answer any questions and schedule an opportunity to speak with your board directly. If you have any questions or concerns, please reach out: eupconnect@eupschools.org or 906-632-3373, or www.eupschools.org/eupconnect.

Angie McArthur, Superintendent <a href="mailto:angiem@eupschools.org">angiem@eupschools.org</a> 906-632-3373, ext. 5110

Jason Kronemeyer, Technology Director
<a href="mailto:jasonk@eupschools.org">jasonk@eupschools.org</a> 906-632-3373, ext. 5124

Eastern Upper Peninsula Intermediate School District

Joanne Galloway, Executive Director northernmichiganadvocacy@gmail.com 906-322-7501 Center for Change Northern Michigan Advocacy



# What do I get for my 3% contribution?

The ultimate goal of the EUP Connect Collaborative is to create a twenty-first century broadband infrastructure throughout the Eastern Upper Peninsula, to provide cyber security protection for all residents, businesses, utilities, governmental units and institutions:

- 1. 1 GBps fixed broadband to the premise of every e911 service address in each of the three counties by 2025
- 2. A 25/3 Mbps minimum mobile broadband coverage of all geographic square miles in each of the three counties by 2025

The following is a listing of services you can expect for your 3% allocation:

- A. The advantage of pooled resources from all EUP Counties and Townships
- B. Technology experts from the EUPISD who will oversee the project for the entire three county area
- C. Cost analysis from "curbside" to source
- D. Frequent updates on the status the project
- E. Technical assistance on Master Plan Language to ensure your organization is in compliance to receive any additional funds
- F. Area wide leverage to make sure everyone in your area (County, Township, School, Business, Tribe, Medical Facility, Private Residence.) gets access to broadband
- G. The advantage of fundraising via philanthropic organizations and community service agencies
- H. The benefit of grant writing assistance
- I. The benefit of knowing that highly qualified people are looking out for the best interests of all
- J. Access to educational programs that ensure high quality service to all communities
- K. Representation on the EUP Connect Collaborative Board
- L. A "Guard Dog" team that will keep each competitor for local service honest
- M. Continuous collection and sharing of data to measure progress toward implementation
- N. Financial accountability with allocated funds
- O. Assistance with marketing to your community
- P. Technical assistance to your community

## What don't I get for my 3%?

- A. Free broadband services
- B. Individual connection costs

### **EUP Connect Collaborative-Resolution to Partner**

WE AGREE THAT WE NEED EQUITABLE AFFORDABLE CONNECTIVITY FOR ALL CITIZENS IN THE EUP. The EUP Connect Collaborative will be one regional source for all stakeholders to receive and share information saving valuable time, resources, and energy for all partners as we move forward with the EUP broadband build-out and connect all EUP citizens equitably.

We acknowledge that recent investments by private sector partners to secure access to high-speed internet has improved service for some, yet others remain without adequate access.

Whereas reliable and affordable internet is a prerequisite for sustainable economic growth, efficient delivery of healthcare, banking, local government, and education services;

Whereas current service across the EUP is often unavailable, unreliable, or inadequate;

Whereas the Federal Communications Commission's Rural Digital Opportunity Fund (FCC RDOF) is injecting \$37 million into the EUP, a community of partners will need to leverage this collective investment to optimize organizational structures to maximize our collective power in our region. This investment will be the EUP Connect Collaborative.

Whereas local communities are receiving federal American Rescue Plan funds. Building a community of partnerships with leveraged resources, will create one resource for information as we ensure that communities can both afford and have the know-how to connect securely.

Therefore, as elected officials, nonprofit organization leaders, healthcare leaders, K12 and higher education leaders, and economic development and business leaders all serving the community, we agree that we need to take the lead to leverage the collective investment of all our partners.

Therefore, we agree to work together to create an optimal organizational structure to maximize our collective power.

Therefore, to ensure that our communities remain vibrant and vital, it is imperative that this fiber optic network development be completed as soon as possible, and that community members have resources available to both afford and have the know-how to connect by leveraging targeted investments from individual partners now,

Be it resolved that	Township,
County, MI will act in support of EUP Connect	Collaborative with the primary
objective to manage the coordination of work and resources a	ll working toward EQUITABLE
AFFORDABLE CONNECTIVITY FOR ALL CITIZENS IN THE EUP.	

Furthermore, be it	resolved that	Township,	County, MI will
		to EUP Connect Collaborative	
Furthermore, be it provide contractor fiber networks.	resolved thats EUP Connect Collabora	Township, Itive with the easements need	County, MI will ded to expand existing
Furthermore, be it work with EUP Cor	resolved that nnect Collaborative to ap	Township, oply for grants to expand exist	County, MI will ing fiber networks.
I hereby certify tha	at this resolution was pas	ssed by the	
Board of Trustees	at a monthly meeting he	eld on	, 2021
Ayes:			
Nays:			
Absent:			
Clerk			



## City of St. Ignace, MI

396 N State Street St. Ignace, MI. 49781 cityofstignace.com

## **Staff Report**

Agenda Date: 9/8/2021

Presenter: Submitted by City Clerk/Treasurer

Department: Payroll

Darcy Long, City Manager:

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: MERS Division Amendment

**BACKGROUND:** The MERS Health Care Savings Program (HCSP) is made up of different Divisions and available to qualified employees upon retirement to deposit any accrued Sick and/or Vacation pay. The retiree then has the ability to utilize the funds for approved medical expenditures, such as doctor appointments, prescriptions, etc.

Originally the Divisions were built with specific criteria that participants had agreed to at the time. The City will have two employees retiring from the Water Dept this year that do not meet the prior qualifications to participate in the current HCSP Divisions. The amendment attached will redefine the parameters so that both employees meet those criteria and are able to utilize the Program upon retirement.

FISCAL EFFECT: n/a

**SUPPORTING DOCUMENTATION:** (a copy of the amendment in a resolution will be provided by MERS).

**RECOMMENDATION:** It is recommended to approve the amendment to the HCSP Division so more of our current employees may utilize the Program in their retirement.

# **MERS Health Care Savings Program Participation Agreement**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

l.	PAR	RTICIPATING EMPLOYER						
	Emp	ployer Name:						
		(Name of municipality or court)						
	Mur	nicipality Number: Division Number:						
II.	EFF	ECTIVE DATE						
	1.	If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:						
		 (Date)						
	2.	If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective:						
		Note: You only need to mark changes to your plan throughout the remainder of this Agreement						
Name of municipality or court   Municipality Number:   Division Numb	articipating Employer may cover all of its employee groups, bargaining units, or personnel/ cloyee classifications ("Covered Group") in the same Health Care Savings Program plan. Intributions shall be made on the same basis within each Covered Group according to the ociated HCSP Contribution Addendum, remitted as directed by the Program Administrator.							
		(Name/s of HCSP covered group/s)						
	and	Note: To maintain the tax-favored status of the employer's Health Care Savings Program and to comply with federal law, the Employer may not provide coverage or benefit levels to highly-compensated employees that are not provided to non highly-compensated employees.						
IV.	Only	GIBLE EMPLOYEES y Employees of a "municipality" may be covered by the Health Care Savings Program Participatio eement. Independent contractors may not participate in the Health Care Savings Program.						

### V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

for each Eligible Employee, as defined by the Participation Agreement.

The Participating Employer hereby elects to make contributions to the Trust. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the employer, to be credited to the individual accounts of Eligible Employees according to the associated Contribution Addendum.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth

Form MD-170 (version 2021-08-23) Page 1 of 3

# **MERS Health Care Savings Program Participation Agreement**

VI.

VII.

VIII.

	in this I		<b>butions Only.</b> The employer contributions identified to the following vesting cycle (where vesting is must be completed).							
		Immediate Vesting upon Participatio	n							
	Cliff Vesting: The participant is 100% vested upon year(s).									
			of service: Employers can select the percentage of							
		Years of Service	Percent Vested							
			<del></del>							
			100%							
FORFEITURE PROVISION. Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant's account assets shall (where forfeit is different, separate participation agreement must be completed):  Check only one:  Remain in the HCSP sub-trust to be reallocated among all Plan participants equally Remain in the HCSP sub-trust to be used to offset future Employer Contributions  Be transferred to the Retiree Health Funding Vehicle ("RHFV")										
If a Par Particip a new I Particip	ticipatir pation A Particip pation A	greement, including attachments, the ation Agreement and forward it to the	its previous elections contained in this e Governing Body by official action must adopt e Board for approval. The amendment of the new wed by the Board and other procedures required by							
STATE To the 6	extent r	not preempted by federal law, this ag	reement shall be interpreted in accordance with							
TERMI	NATIO	N OF THE PARTICIPATION AGREE	MENT							

Form MD-170 (version 2021-08-23) Page 2 of 3

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

# **MERS Health Care Savings Program Participation Agreement**

<b>EXECUTION BY GOV</b>	/ERNING BODY OF MUNICIPALITY								
The foregoing Particip	pation Agreement is hereby adopted and approved on								
the day of	, 20 at the official meeting held								
by									
•	(Name of approving employer)								
Authorized Signature									
Authorized Signature.									
Name:									
Title:									
Received and Approved by the Municipal Employees' Retirement System of Michiga									
neceived and Approved by the Municipal Employees nethement System of Mic									
Dated:	, 20								
	<del></del> /								
	(Authorized MERS signatory)								

Form MD-170 (version 2021-08-23) Page 3 of 3

# **Contribution Addendum for MERS Health Care Savings Program (HCSP)**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

		Name of Participating Employer
	Covered Employee Group	of  Division Code
	Covered Employee Group	Division Code
	m modifies the MERS Health Care Savings Program F m for each contribution structure associated with the	•
Check A. □	cone or more (A or B, C and/or D): Employer Contributions for Retirees / Former Emmade according to any frequency. Identify below the apply to all in this covered group. Note: If this contribution of apply.	e contribution formula or amount that wi
	Contribution structure (specify \$ or %):	
For	active employees, please check one or more below (	B, C, and/or D).
в. 🗆	Basic Employer (Before-Tax) Contributions. Before made as a percentage of salary and/or by a specific employer contribution formula to be applied to the contribution savings Program identified in this addendum.	d dollar amount. Identify below the basi
	Contribution structure ( <b>specify \$ or %</b> and, if a %, in For example: Employer will contribute 3% of base w	
<b>c</b> . □	Mandatory Salary Reduction (Before-Tax) Contribution shall be made that represent a mandatory salary reduction or the establishment of a personnel policy. These reductions are salary or a specific dollar amount.	luction resulting from collective bargaini ductions may be made as a percentage
	Contribution structure ( <b>specify \$ or %</b> and, if a %, ir For example: Employees will contribute 3% of base	

# **Contribution Addendum for MERS Health Care Savings Program (HCSP)**

D. □	Contribution cash cash cash cash cash cash cash cash	latory Leave Conversion (Before-Tax) Contribute ibutions shall be made that represent a mandatory of limited to vacation, holiday, sick leave, or several contribution. These contributions may be calculated cific dollar amount representing the accrued leave nual basis or at separation from service, or at such at the leave conversion program shall not permit end the employer contribution.)	conversince amored as a particular as a partic	sion of accrued leave including, bunts otherwise paid out, to a percentage of accrued leave or conversions may be made on me as the Employer indicates.
	☐ Check	Check here if the covered employee group ha leave conversion lump sum to an existing 457 k one or more:	-	<del>_</del>
		As of, Annual date or X weeks before termination Percental must be contributed to the HCSP.	% ot	Type of Leave Conversion (sick, vacation, etc.)
		As of,,,,	% of	Type of Leave Conversion (sick, vacation, etc.)
		As of, Annual date or X weeks before termination Percental must be contributed to the HCSP.	% of	Type of Leave Conversion (sick, vacation, etc.)
		As of,,,,,	% of	Type of Leave Conversion (sick, vacation, etc.)

**Post-Tax Employee Contributions.** Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

# **EXPENSES BY FUND**

WEDNESDAY, SEPTEMBER 8, 2021

101	\$3,024.43	GENERAL FUND
202	\$447.75	MAJOR STREETS
203	\$1,079.52	LOCAL STREETS
248	\$39.42	DDA
271	\$42.17	LIBRARY
273	\$4,618.80	<b>DOCK #3 IMPROVEMENT</b>
408	\$440.45	LBE PARK CONSTRUCTION
509	\$1,287.42	<b>COMMUNITY CENTER</b>
571	\$28.94	MUSEUM STORE
584	\$244.48	GOLF
590	\$3,084.66	WASTEWATER
591	\$5,610.90	WATER
594	\$50,591.86	MARINA
641	\$2,815.82	EQUIPMENT
664	\$470.22	CENTRAL EQUIPMENT

TOTAL: \$73,826.84

## CITY OF ST IGNACE COUNCIL MEETING

## INVOICES TO APPROVE

WEDNESDAY, SEPTEMBER 8, 2021

Vendor	Description	Amount
ADVANCED VOIP DATA LLC	9066439671	681.63
B C PIZZA	LITTLE BEAR CATERING	949.00
	G LITTLE BEAR RESTROOM REPAIR	70.00
BELONGA'S PLUMBING AND HEATIN		21.00
BELONGA'S PLUMBING AND HEATIN		73.60
BELONGA'S PLUMBING AND HEATIN	G WATER PLANT	4.70
BLARNEY CASTLE OIL CO	06-0015185	13,749.38
BLARNEY CASTLE OIL CO	06-0015185	6,381.61
BLARNEY CASTLE OIL CO	06-0015185	13,364.44
BLARNEY CASTLE OIL CO	06-0015185	8,484.44
BLARNEY CASTLE OIL CO	06-0015185	7,973.96
BRONCO OIL/NORTHERN ENERGY	AMZ STONE INVENTORY	794.07
CLOVERLAND ELECTRIC CO-OP	DOCK #3 PARK	2,937.00
CRANE ENGINEERING SALES INC	102345	247.00
CUT RIVER SMALL ENGINE REPAIR	DPW-CHAINS AND BARS	270.00
DARCY D. LONG	GRAMMARLY SUBSCRIPTION	139.95
HAWKINS	353689	3,779.86
INTERSTATE BATTERIES	5411	21.90
JOE ST LOUIS	DOCK #3 LIGHT POLE	1,525.00
KSS ENTERPRISES	LITTLE BEAR	242.33
LIVINGSTONMICROGRAPHICS, LLC	WWTR PLANT UV BULBS	3,045.24
MACKINAC PLUMBING AND HEATING	COGOLF BATHROOM REPAIR	161.40
MI GOVT FINANCE OFFICER	A. INSLEY/S,CECE	240.00
MI GOVT FINANCE OFFICER	A. INSLEY/S, CECE	610.00
MICHAEL RICHARD LAMB	PORTAGE/PROSPECT ST SIGNS	300.00
NCL OF WISCONSIN INC	44000	269.65
OK INDUSTRIAL SUPPLY	50-2641 BARRICADE LIGHT	473.59
OSCAR W LARSON	100792	353.17
OTIS ELEVATOR CO	279134	952.00
PARAGON LABORATORIES, INC	371640	258.00
PITNEY BOWES INC	00111770	470.22
POMASL FIRE EQUIPMENT	SIFD-CHIEF HELMET	295.49
POWER PLAN	8850449305	286.02
R.N.O.W. INC	STREET SWEEPER FAN WHEEL	1,764.31
SPARTAN DISTRIBUTORS, INC	ST IGNACE GOLF CLUB	83.08
STRAITS BUILDING CENTER	STI1	1,860.19
SYNCB/AMAZON	MARINA INK/SIPD INK/BC HOLDERS	263.78
SYNCB/AMAZON	CMGR RECHARGEABLE BATTERIES	29.99
SYNCB/AMAZON	MUSEUM HANG TAGS	28.94
SYNCB/AMAZON	SIFD PRINTER TONER	25.99
SYNCB/AMAZON	MARINA - GAS KEY	37.08
SYNCB/AMAZON	SIPD-HOLISTER/TARGETS	113.53
SYNCB/AMAZON	SIPD-UNIFORM BADGE	11.99
SYNCB/AMAZON	MARINA INK	68.78
SYNCB/AMAZON	SIPD-HOLSTER/FLASH DRIVES	113.53
	Total:	73,826.84

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 1/8

	21.00		Expected Check Run: 09/09/2021		
21.00	RINA)	Invoice: 8734 Ref#: 61562(MARINA) 594-597-750.000 594-000-202.000	BELONGA'S PLUMBING AND HEATING OPERATING SUPPLIES Vnd: 0024 Invoice: 8734	ĄP	09/09/2021
70.00	October 1		Expected Check Run: 09/09/2021		
70.00	BEAR RESTROOM REPAIR)	Invoice: 8554 Ref#: 61555(LITTLE 509-762-818.000 509-000-202.000	BELONGA'S PLUMBING AND HEATING CONTRACTED SERV Vnd: 0024 Invoice: 8554	AP	09/09/2021
949.00	94		Expected Check Run: 09/09/2021		
949.00	35 (LITTLE BEAR CATERING)	Invoice: 08/13/2021 Ref#: 6158 509-762-818.003 509-000-202.000	B C PIZZA CATERING Vnd: 0970 Invoice: 08/13/2021	A P	09/09/2021
1.63	68		xpe	4 ]	
		248-000-202.000 101-000-202.000 271-000-202.000 509-000-202.000 591-000-202.000	Vnd: 3284 Invoice: 39858		
29.46 29.41 16.08		101-172-853.00 101-301-853.00 271-790-853.00	2		
6.09 6.09		271-790-853.00 509-752-853.00 591-550-853.00	COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS		
9.42 9.41 5.38		101-301-853.00 101-301-853.00 101-336-853.00	COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS		
9.42 9.42		101-301-853.00	COMMUNICATIONS COMMUNICATIONS		
9.42		101-215-853.00 101-215-853.00	COMMUNICATIONS COMMUNICATIONS		
9,42		101-172-853.00 101-257-853.00	COMMUNICATIONS		
9.42		590-541-853.000 248-741-853.000 101-173-853.000	COMMUNICATIONS COMMUNICATIONS		
•	66439671)	61575(	ADVANCED VOIP DATA LLC	AP	09/09/2021
ınt	DR Amount	GL Number	Description	Journal	Post Date
		CHULL OF CHARLE BENEFIT TO THE CHULK THE	? · · · · · · · · · · · · · · · · · · ·		

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 2/8

Post Date Journal Description PROOF ONLY - JOURNAL ENTRIES NOT CREATED GL Number DR Amount CR Amount

7,973.96	7,973.96		Expected Check Run: 09/09/2021		
7,973.96	7,973.96	Invoice: 1353505-IN Ref#: 61561(06-0015185) 594-597-758.000 594-000-202.000	BLARNEY CASTLE OIL CO DIESEL FUEL Vnd: 1798 Invoice: 1353505-IN	ĄР	09/09/2021
8,484.44	8,484.44		Habanan Amer with 02/02/2021		
8,484.44	8,484.44	INVOICE: I330929-IN KEI#: 61560(06-0015185) 594-597-758.000 594-000-202.000	DIESEL FUEL Vnd: 1798 Invoice: 1350929-IN	P	
13,364.44	13,364.44		7	Ö	09/09/2021
			Expected Check Run: 09/09/2021		
13,364.44	13,364.44	594-597-759 594-000-202	GAS & OIL Vnd: 1798 Invoice: 1353509-IN		
6,381.61	6,381.61	Invoice: 1353509-IN Ref#: 61559(06-0015185)	BLARNEY CASTLE OIL CO	AP	09/09/2021
			Expected Check Run: 09/09/2021		
6,381.61	6,381.61	594-59/-/59.000	Vnd: 1798 Invoice: 1353042-IN		
10,/49.30	149.00	Invoice: 1353042-IN Ref#: 61558(06-0015185)		AP	09/09/2021
	10 7/0 00		Expected Check Run: 09/09/2021		
13,749.38	13,749.38	-597-759 -000-202	GAS & OIL Vnd: 1798 Invoice: 1350911-IN		
4.70	4.70	Invoice: 1350911-IN Ref#: 61557(06-0015185)	BLARNEY CASTLE OIL CO	ΑP	09/09/2021
			Expected Check Run: 09/09/2021		
4.70	4.70		INT SUPP Invoice: 8735		
73.60	73.60	61 564 (WATTO	BELONGA'S PLUMBING AND HEATING	ΑP	09/09/2021
T T T T T T T T T T T T T T T T T T T			Expected Check Run: 09/09/2021		
73.60	73.60	Involce: 8652 Ret#: 61563(WATER PLANT) 591-551-778.000 591-000-202.000	EQUIP MAINT SUPP Vnd: 0024 Invoice: 8652	ļ. Pr	1707/60/60
( ) 11 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (			מואק אוד מאוזום	7. 0	09/09/2021

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 3/8

	09/09/2021		09/09/2021		09/09/2021		09/09/2021			09/09/2021	09/09/2021		09/09/2021	Post Date
	ĄP		AP		AP		ĀР			ΑР	AP		ΆP	Journal
Expected Check Run: 09/09/2021	INTERSTATE BATTERIES EQUIP MAINT SUPP Vnd: 3078 Invoice: 120044802	Expected Check Run: 09/09/2021	HAWKINS OPERATING SUPPLIES Vnd: 3175 Invoice: 6003900	Expected Check Run: 09/09/2021	DARCY D. LONG SUBSCRIPTIONS AND PUBLICATIONS Vnd: 3337 Invoice: REIMBURSEMENT	Expected Check Run: 09/09/2021	CUT RIVER SMALL ENGINE REPAIR EQUIP MAINT SUPP Vnd: 2482 Invoice: 10144	Expected Check Run: 09/09/2021	G SUPPLIES 0 Invoice: 402	Expected Check Run: 09/09/2021  CRANE ENGINEERING SALES INC	CLOVERLAND ELECTRIC CO-OP CONTRACTED SERV Vnd: 2275 Invoice: 17241	Expected Check Run: 09/09/2021	BRONCO OIL/NORTHERN ENERGY INVENTORY - ROAD MATERIALS Vnd: 1473 Invoice: 701382	Description
	<pre>Invoice: 120044802 Ref#: 61580(5411)</pre>		Invoice: 6003900 Ref#: 61552(353689) 591-551-750.000 591-000-202.000		Invoice: REIMBURSEMENT Ref#: 61550(GRAMMARLY SUB 101-172-791.000 101-000-202.000		Invoice: 10144 Ref#: 61581(DPW-CHAINS AND BARS) 641-582-778.000 641-000-202.000		591-551-750.000 591-000-202.000	A00643-00 B06+.	Invoice: 17241 Ref#: 61547(DOCK #3 PARK) 273-598-818.000 273-000-202.000		Invoice: 701382 Ref#: 61554(AMZ STONE INVENTORY) 101-000-109.000 101-000-202.000	GL Number
21.90	21.90	3,779.86	3,779.86	139.95	SUBSCRIPTION) 139.95	270.00	270.00	247.00	247.00	2,937.00	2,937.00	794.07	794.07	DR Amount
21.90	21.90	3,779.86	3,779.86	139.95	139.95	270.00	270.00	247.00	247.00	2,937.00	2,937.00	794.07	794.07	CR Amount

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 4/8

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 5/8

295.49	295.49		k Run: 09/09/2021	Expected Check		
295.49	295.49	Invoice: 86538 Ref#: 61587(SIFD-CHIEF HELMET) 101-336-778.000 101-000-202.000		POMASI FIRE EQUIPMENT EQUIP MAINT SUPP, FIRE Vnd: 0284 Invoice: 86538	AP	09/09/2021
470.22	470.22	f	k Run: 09/09/2021	Expected Check		
470.22	470.22	Invoice: 3314115373 Ref#: 61579(00111770) 664-233-948.000 664-000-202.000	INC RENTAL pice: 3314115373	PITNEY BOWES  POSTAGE METER  Vnd: 0182 Invo	ĄŁ	TZ02/60/80
258.00	258.00		k Run: 09/09/2021	d Chec	i 1	
258.00	258.00	Invoice: 139662-222539 Ref#: 61582(371640) 591-551-818.000 591-000-202.000	INC 9662-222539	PARAGON LABORATORIES, CONTRACTED SERV Vnd: 1724 Invoice: 13	AP	09/09/2021
952.00	952.00		k Run: 09/09/2021	Expected Check		
952.00	952.00	Invoice: CGS15726001 Ref#: 61551(279134) 591-551-818.000 591-000-202.000	CO RV oice: CGS15726001	OTIS ELEVATOR CO CONTRACTED SERV Vnd: 0371 Invoid	AР	09/09/2021
353.17	353.17		k Run: 09/09/2021	Expected Check		
353.17	353.17	Invoice: SRVCE000000804041 Ref#: 61588(100792) 594-597-932.000 594-000-202.000	IRS & MAINT ice: SRVCE000000804041	OSCAR W LARSON EQUIPMENT REPA Vnd: 0394 Invo	AP	09/09/2021
473.59	473.59	•	k Run: 09/09/2021	Expected Check		
473.59	LIGHT) 473.59	Invoice: 915809 Ref#: 61586(50-2641 BARRICADE 1 641-582-778.000 641-000-202.000	SUPPLY SUPP oice: 915809	OK INDUSTRIAL SUP EQUIP MAINT SUPP Vnd: 2873 Invoice	ΑP	09/09/2021
269.65	269.65				<b>;</b> 1	
269.	269.65	Invoice: 458367 Ref#: 61589(44000) 591-551-750.000 591-000-202.000	INC ES 9: 458367	NCL OF WISCONSIN OPERATING SUPPLII Vnd: 0167 Invoice	ĄP	09/09/2021
CR Amount	DR Amount	GL Number	F F C C C C C C C C C C C C C C C C C C	l Description	Journal	Post Date

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 6/8

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

09/09/2021 AP		09/09/2021 AP				09/09/2021 AP			09/09/2021 AP		09/09/2021 AP		09/09/2021 AP	Post Date Journal
SYNCB/AMAZON OPERATING SUPPLIES Vnd: 3205 Invoice: 449987678963	Expected Check Run: 09/09/2021	SYNCB/AMAZON  OPERATING SUPPLIES  OPERATING SUPPLIES  OPERATING SUPPLIES  Vnd: 3205 Invoice: 648996764358  Vnd: 3205 Invoice: 648996764358	Expected Check Run: 09/09/2021	Vnd: 0211 Invoice: AUGUST 2021	O SERV O SERV O SERV SUPPLIES	STRAITS BUILDING CENTER MATERIALS/DPW/ROADS MATERIALS/DPW/ROADS MATERIALS/DPW/ROADS		Expected Check Run: 09/09/2021	SPARTAN DISTRIBUTORS, INC REPAIR & MAINT SUPP Vnd: 3216 Invoice: 11840048	Expected Check Run: 09/09/2021	R.N.O.W. INC EQUIP MAINT SUPP Vnd: 2441 Invoice: 2021-60661	Expected Check Run: 09/09/2021	POWER PLAN EQUIP MAINT SUPP Vnd: 1672 Invoice: T49077	Description
Invoice: 449987678963 Ref#: 61567(CMGR RECHARGEABLE 101-172-750.000 101-000-202.000		Invoice: 648996764358 Ref#: 61566(MARINA INK/SIPD 594-597-750.000 101-215-750.000 101-301-750.000 594-000-202.000 101-000-202.000		203-000-202.000 203-000-202.000 273-000-202.000 408-000-202.000 101-000-202.000	2/3-598-/82.000 408-771-818.000 101-773-818.000 101-441-750.000	Invoice: AUGUST 2021 Ref#: 61548(STI1) 202-474-782.000 203-463-782.000			Invoice: 11840048 Ref#: 61577(ST IGNACE GOLF C 584-797-775.000 584-000-202.000		Invoice: 2021-60661 Ref#: 61584(STREET SWEEPER 641-582-778.000 641-000-202.000		Invoice: T49077 Ref#: 61565(8850449305) 641-582-778.000 641-000-202.000	GL Number
EABLE BATTERIES) 29.99	263.78	INK/BC 158.0 8.8 96.8	1,860.19		156.80 440.45 14.90 20.77	1,079.52	83.08		CLUB) 83.08	1,764.31	? FAN WHEEL) 1,764.31	286.02	286.02	DR Amount
(S) 29.99	263.78	HOLDERS) 00 89 158.00 105.78	1,860.19	1,079.52 1,079.52 1166.80 440.45 35.67	1		83.08		83.08	1,764.31	1,764.31	286.02	286.02	CR Amount

# INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 7/8

73,826.84	73,826.84			
113.53	113.53	Expected Check Run: 09/09/2021		
1113.53	Invoice: 664773689994 Ref#: 61574(SIPD-HOLSTER/FLASH DRIVES) 101-301-750.000 101-301-755.000 57.75	SYNCB/AMAZON OPERATING SUPPLIES UNIFORMS Vnd: 3205 Invoice: 664773689994	AP	09/09/2021
68.78	68.78	Expected Check Run: 09/09/2021		
68.78	Invoice: 464957873993 Ref#: 61573(MARINA INK) 594-597-750.000 594-000-202.000	SYNCB/AMAZON OPERATING SUPPLIES Vnd: 3205 Invoice: 464957873993	AP	09/09/2021
11.99	11.99	Expected Check Run: 09/09/2021		
11.99	Invoice: 653344647859 Ref#: 61572(SIPD-UNIFORM BADGE) 101-301-755.000 11.99 101-000-202.000	SYNCB/AMAZON UNIFORMS Vnd: 3205 Invoice: 653344647859	ΑP	09/09/2021
113.53	113.53	Expected Check Run: 09/09/2021		
113.53	Invoice: 979499638739 Ref#: 61571(SIPD-HOLISTER/TARGETS) 101-301-960.000 57.75 101-301-750.000 55.78	SYNCB/AMAZON  ED & TRAIN  OPERATING SUPPLIES  Vnd: 3205 Invoice: 979499638739	AP	09/09/2021
37.08	37.08	Expected Check Run: 09/09/2021		
37.08	Invoice: 577347658749 Ref#: 61570(MARINA - GAS KEY) 594-597-750.000 594-000-202.000	SYNCB/AMAZON OPERATING SUPPLIES Vnd: 3205 Invoice: 577347658749	Ά₽	09/09/2021
25.99	25.99	Expected Check Run: 09/09/2021		
25.99	Invoice: 734564793473 Ref#: 61569(SIFD PRINTER TONER) 101-336-728.000 25.99 101-000-202.000	SYNCB/AMAZON OFFICE SUPP Vnd: 3205 Invoice: 734564793473	AP	09/09/2021
28.94	28.94	Expected Check Run: 09/09/2021		
28.94	Invoice: 675583384348 Ref#: 61568(MUSEUM HANG TAGS) 571-807-751.000 571-000-202.000	SYNCB/AMAZON OFFICE SUPPLIES Vnd: 3205 Invoice: 675583384348	ΆP	09/09/2021
CR Amount	ONLY - JOURNAL ENTRIES NOT CREATED  GL Number  DR Amount	Description	Journal	Post Date

Post Date

Journal

Description

INVOICE JOURNAL PROOF REPORT FOR CITY OF ST IGNACE

Page: 8/8

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

GL Number

DR Amount

CR Amount

	ACCT PAYABLE	ACCT PAYABLE	ACCOUNTS PAYABLE	ACCT PAYABLE	ACCTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCT PAYABLE	ACCOUNTS PAYABLE	Cash/Payable Account Totals:
TOTAL INCREASE IN PAYABLE:	664-000-202,000	641-000-202.000	594-000-202.000	591-000-202,000	590-000-202,000	584-000-202.000	571-000-202.000	509-000-202.000	408-000-202.000	273-000-202.000	271-000-202.000	248-000-202.000	203-000-202,000	202-000-202.000	101-000-202.000	
73,826.84	470.22	2,815.82	50,591.86	5,610.90	3,084.66	244.48	28.94	1,287.42	440.45	4,618.80	42.17	39.42	1,079.52	447.75	3,024.43	



## City of St. Ignace, MI

## **Staff Report**

Agenda Date: 9/8/2021

Presenter: Submitted by City Clerk/Treasurer

Department: Cemetery

Darcy Long, City Manager: -

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

**AGENDA ITEM TITLE:** N/A

**BACKGROUND:** Post Cemetery Committee follow-up, per request.

FISCAL EFFECT: N/A

<u>SUPPORTING DOCUMENTATION:</u> Notes submitted by Deputy Clerk Simmons in regards to her attendance at the 2021 MI Municipal Cemetery Association conference in August.

Also included is the new Acknowledgement form the Clerk's office will utilize and keep with Cemetery records, as a recommendation from the MAMC organization.

**RECOMMENDATION:** It is recommended that the Cemetery fees be considered for an increase for 2022.

## Michigan Association of Municipal Cemeteries

### **Conference Notes**

## By Kelly Simmons

## How much risk are you willing to take?

### Ordinance

- Ordinance is the City Cemetery "law" be specific
- Rules and regulations are guidelines
- Certificates and Contract
  - City should have an acknowledgement page for plot owners to sign.
    - Acknowledgement page would state they have received the City Ordinance and that they would be "subject to the City Ordinance and any amendments or updates to the ordinance".

## Liability

- o Contract needs to be developed for future purchases of cemetery plots.
  - Between the city and plot owner.
- Photos should be taken when opening and closing graves.
  - Open graves should be clearly marked and roped off for liability protection.
  - Photo retention would be 3 years.
- When employees or citizens notice hazards in the cemetery, these items need to be taken care of immediately. If not and someone gets hurt that is gross negligence. The City has to take care of issues that are seen.

### Perpetual Care

- Perpetual Care that has been invested can not be used. Only the interest off the investment can be used.
  - The purpose for perpetual care was to invest the money collected and use the interest off the investment for cemetery needs. The restricted funds would remain and the interest was to be used.
  - It is highly recommended, with smaller cemeteries especially, that they eliminate the perpetual care and just add it into the fees for plots, so that the funds are non-restricted.

### Headstones

- Headstones are best left alone. If the headstone is tilting, it is best to just lay it down. This is because the owner owns the headstone and if something would happen, the city could be liable to replace that headstone.
- O The city owns the foundation and the plot owner owns the headstone.
- Cleaning headstones is also not recommended as the city does not own the headstone. It is also recommended that if a headstone is going to be restored, a person should be on site who is a professional with these types of restorations.
- Volunteers and donations can be used.
  - When using volunteers make sure they know what they are doing.
  - Donations can be used as the donor specifies.

### Cemetery Grounds

- Important items to be put in ordinance regarding the cemetery.
  - Only the City can dig a grave.
  - Who is considered a resident and a non-resident?
  - Other items that are not covered (a review of the ordinance is recommended)
  - If a foundation is failing, the City does have the right to fix it.
    - The plot owner should be notified first.
- o Columbarium
  - Items to consider
    - Soil Test
    - · Additional parking may be needed
    - Discussion with Brian Olsen He has worked in Moran to put one of these up.
- O QUESTION: If Kyle Brow, our contracted service, should knock over a headstone, who is responsible?
  - ANSWER: When mowing Kyle did not have the intent of knocking over a headstone. His machinery touched it and over it went. He did not show gross negligence, therefore, the plot owner would be responsible to replace the headstone. Now, Kyle and the city might want to help but they are not responsible.

# City of St. Ignace Lakeside Cemetery

396 N. State Street, St. Ignace, MI 49781 Ph. 906-643-7451 Ext. 1 Fax. 906-643-9393 ksimmons@cityofstignace.com

# **Cemetery Acknowledgement Form**

I, have received the City Ordinance No. 583 and the Cemetery Policies for the I St. Ignace, St. Ignace, MI 49781.	of St. Ignace, Cemetery Lakeside Cemetery, City of
I,understand that I am sul Policies, and any amendment updates to the Cemetery	bject to all Ordinance and Ordinance or policies.
I,am responsible for the h purchase in the Lakeside Cemetery, City of St. Ignace,	neadstone for the plots I St. Ignace, MI 49781.
The City of St. Ignace follows guidelines under the Ce 251 of 1968, the City of St. Ignace Cemetery Ordinance Policies.	
The Lakeside Cemetery is under the operation, control of St. Ignace.	and management of the City
With acknowledgement of receiving the above-mentio agree to adhere to the City of St. Ignace Cemetery Ord	
Name of Purchaser - Signature Here	Date
City of St. Ignace Representative – Signature Here	Date