

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

Topic: City Council Meeting

Time: Jan 9, 2023 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88965775496>

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One tap mobile

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Dial by your location

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+1 719 359 4580 US

+1 253 205 0468 US

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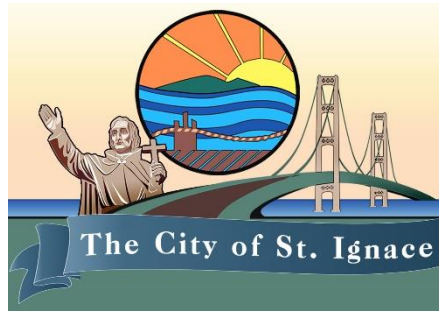
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CITY COUNCIL MEETING

St. Ignace, Michigan

Monday, January 9, 2023 – 7:00 p.m.

City Council Chambers/Virtual Hybrid Attendance Meeting

Zoom Meeting ID: [889 6577 5496](#)

******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 Regarding Agenda Items (2-minute limit)
- 7) Consideration of Minutes of December 19, 2022
- 8) Old Business
 - A. Police Chief Hiring Update
 - B. Blight Remediation Update
 - C. Short-term Rental Application
 - D. Fire Truck Financing Agreement
- 9) New Business
 - A. Gym 906 Presentation
 - B. Resolution 23-01—SIHA Charitable Gaming License
 - C. Resolution 23-02—Fire Truck ARPA Funds
 - D. Interim City Manager
 - E. DDA Director Retirement Division
 - F. DDA Director Contract
 - G. SAFA Appointment
 - H. EUP Planning Appointment
- 10) Consideration of Bills
- 11) Public Comment Regarding Non-Agenda Items (3-minute limit)
- 12) Management Report
- 13) Committee Reports
 - A. Planning Commission Annual Report
 - B. DDA Boardwalk Update
 - C. Finance Committee
- 14) Council Member Comments

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

A Regular Meeting of the St. Ignace City Council was held on Monday, December 19, 2022 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 LaLonde, followed by the Pledge of Allegiance. Councilmember Gustafson led the invocation.

PRESENT FROM CITY COUNCIL: Councilmembers Cronan, Fullerton, Gustafson, Mayor LaLonde, Councilmembers Pelter and Williford.

ABSENT: Mayor Pro-Tem St. Louis. It was moved by Councilmember Gustafson, seconded by Councilmember Cronan, to approve excusing Mayor Pro-Tem St. Louis from the meeting due to illness. Motion carried unanimously.

STAFF PRESENT: Darcy Long, City Manager; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Charles Palmer, City Attorney; Allen Mitchell, Interim-Police Chief; Nick Montie, Fire Chief; Scott Marshall, DDA Director.

PUBLIC HEARING – ORDINANCE 654 ANNUAL APPROPRIATIONS BILL 2023

It was moved by Councilmember Cronan, seconded by Councilmember Fullerton, to enter into the Public Hearing for Ordinance 654 Annual Appropriations Bill 2023 at 7:02 p.m. Motion carried.

At this time, Mayor LaLonde welcomed public comment from both the audience in the room and via Zoom video conference. No public comment was received.

It was moved by Councilmember Fullerton, seconded by Councilmember Cronan, to approve returning to the open meeting at 7:04 p.m. Motion carried unanimously.

ADDITIONS TO THE AGENDA

Mayor LaLonde – DDA Board appointment.

Mayor LaLonde – Pool demolition agreement between the City and St. Ignace Area Schools.

PUBLIC COMMENT – AGENDA ITEMS *(2-min limit)*

Public comment was received regarding the plans for the pool and the non-union employees' pay for 2023.

CONSIDERATION OF MINUTES OF THE DECEMBER 5, 2022 REGULAR COUNCIL MEETING & DECEMBER 13, 2022 SPECIAL COUNCIL MEETING:

It was moved by Councilmember Gustafson, seconded by Councilmember Cronan, to approve the minutes of the December 5, 2022 Regular Council meeting and the minutes of the December 13, 2022 Special Council meeting as presented. Motion carried unanimously.

OLD BUSINESS

A. RESOLUTION NON-UNION PAY 2023

After some discussion, it was the consensus of Council to remove the City Manager and the Marina Director positions from the Resolution being presented. Council requested that the

contracts for these positions be reviewed by the Negotiations Committee and that the employees remain at their current salary.

RESOLUTION

The following Resolution was offered for adoption by Councilmember Fullerton, seconded by Councilmember Gustafson:

WHEREAS: The City Council of the City of St. Ignace desires to establish certain conditions of employment for personnel; and

WHEREAS: It is the desire of the City Council to secure and retain the services of certain employees and to provide inducement for them to remain in such employment, and make possible full work productivity by assuring adequate compensation for certain employees; now therefore

BE IT RESOLVED: That the St. Ignace City Council does hereby approve the following employees' annual wage increases, effective January 1, 2023, as indicated below:

EMPLOYEE	CURRENT WAGE	2023 WAGE
Assistant to the City Manager, S. Baar	\$ 41,000	\$ 43,000
City Clerk/Treasurer, A. Insley	\$ 48,967	\$ 51,415
Golf Course Manager, K. Ney	\$ 33,500	\$ 36,500
Recreation Director, M. Mieske	(New Hire)	\$ 40,000
DPW Director, W. Fraser	\$ 60,508	\$ 63,533
Fire Chief, N. Montie	\$ 18,800	\$ 19,750
Assistant Fire Chief, M. Bowlby	\$ 3,075	\$ 3,229

FURTHER BE IT RESOLVED: That the City Council does hereby agree to the terms and conditions as set forth in the "Contract Agreements" dated January 1, 2023, between the respective parties.

Roll Call Vote

Yes: Councilmembers Fullerton, Gustafson, Mayor LaLonde, Councilmembers Pelter, Williford and Cronan.

No: None.

Absent: Mayor Pro-Tem St. Louis

Resolution declared Adopted.

B. SHORT-TERM RENTAL ORDINANCE AMENDMENT

Assistant Baar informed Council that the Short-Term Rental (STR) Ordinance Amendment would correct the approval process for Category 2 rentals to operate in residential districts by removing the requirement of a variance received from the Zoning Board of Appeals. The practice of the zoning variances for this purpose is deemed inappropriate by the Department of Justice and is a repetitive process for City staff.

After some discussion about concerns raised in the Public Hearing held October 17th, Assistant Baar recommended that Council consider strengthening the STR application process to include requirements that would help the City better manage the approved STR's and communicate information to neighboring residents.

It was moved by Councilmember Pelter, seconded by Councilmember Gustafson, to approve enacting the Short-Term Rental Ordinance Amendment for 60 days, with the understanding that an updated STR application process be formulated in that time to include notification of the operating STR to neighboring residents as a requirement.

Roll Call Vote

Yes: Councilmember Gustafson, Mayor LaLonde, Councilmembers Pelter, Cronan and Fullerton.

No: None.

Abstain: Councilmember Williford, due to conflict of interest as a landlord.

Motion carried five to zero.

NEW BUSINESS

A. SCBA AIR BOTTLES REPLACEMENT

Fire Chief Montie informed Council that the Fire Department received a contribution from the Sault Ste. Marie Tribe of Chippewa Indians Fall 2% distributions of \$8,500 to purchase new SCBA air bottles. Chief Montie presented the following three bids for the purchase of 12 bottles: Dinges Fire Company for \$10,164; Municipal Emergency Services for \$12,360; and West Shore Fire Inc. for \$11,700. The Fire Department will match the remaining funds from their operating budget to replace expired bottles on hand.

It was moved by Councilmember Cronan, seconded by Councilmember Williford, to approve the purchase from Dinges Fire Company for \$10,164.

Roll Call Vote

Yes: Mayor LaLonde, Councilmembers Pelter, Williford, Cronan, Fullerton and Gustafson.

No: None.

Motion carried unanimously.

B. BUDGET AMENDMENTS

City Manager Long reviewed the budget amendments 12-19-22 version with Council as presented for the 2022 budget. City Clerk/Treasurer Insley discussed the pension expenses and informed Council the financial recording is a work-in-progress that will improve to more accurately reflect the origin of the expense in the 2023 budget.

It was moved by Councilmember Pelter, seconded by Councilmember Gustafson, to approve the budget amendments for the 2022 budget as presented.

Roll Call Vote

Yes: Councilmembers Pelter, Williford, Cronan, Fullerton, Gustafson and Mayor LaLonde.

No: None.

Motion carried unanimously.

C. ADOPT 2023 FEE SCHEDULE

Assistant Baar informed Council that the Fee Schedule for 2023 is an update from the 2022 Master Fee Schedule and considered a requirement of the Redevelopment Ready Communities (RRC) plan. After some discussion, it was noted in the document that the Solid Waste rates are set by a service provider through a contract with the City and not by Public Works. It was moved by Councilmember Williford, seconded by Councilmember Gustafson, to approve the amendment of the 2023 Fee Schedule/Solid Waste Rates to state they are set by the service provider.

Roll Call Vote

Yes: Councilmembers Williford, Cronan, Fullerton, Gustafson, Mayor LaLonde and Councilmember Pelter.

No: None.

Motion carried unanimously.

It was also moved by Councilmember Williford, seconded by Councilmember Gustafson, to approve the 2023 Fee Schedule document.

Roll Call Vote

Yes: Councilmembers Cronan, Fullerton, Gustafson, Mayor LaLonde, Councilmembers Pelter and Williford.

No: None.

Motion carried unanimously.

D. ADOPT 2023 BUDGET & CAPITAL IMPROVEMENT PROJECT

City Manager Long reviewed the Capital Improvement Project (C.I.P.) presented in the 2023 Budget Book with Council discussing recommendations from staff and the Planning Commission through a rating process.

It was moved by Councilmember Gustafson, seconded by Councilmember Cronan, to approve adopting the 2023 Budget and C.I.P. as presented by City Manager Long.

Roll Call Vote

Yes: Councilmembers Fullerton, Gustafson, Mayor LaLonde, Councilmembers Pelter, Williford and Cronan.

No: None.

Motion carried unanimously.

E. ADOPT ORDINANCE 654 – ANNUAL APPROPRIATIONS BILL 2023

The Ordinance 654 – Annual Appropriations Bill 2023 was offered for adoption by Councilmember Pelter, seconded by Councilmember Cronan.

Roll Call Vote

Yes: Councilmember Gustafson, Mayor LaLonde, Councilmembers Pelter, Williford, Cronan and Fullerton.

No: None.

Motion carried unanimously.

ADDITIONS TO THE AGENDA

Mayor LaLonde – DDA Board Appointment.

Mayor LaLonde requested Council's consideration to appoint Julie Hicks, business owner of Horizon Real Estate, to replace Jim North on the DDA Board.

It was moved by Councilmember Pelter, seconded by Councilmember Cronan, to approve appointing Julie Hicks to the DDA Board. Motion carried unanimously.

Mayor LaLonde - Pool demolition agreement between the City and St. Ignace Area Schools.

After a lengthy discussion regarding the history of the pool at LaSalle High School, it was moved by Councilmember Pelter, seconded by Councilmember Cronan, to approve the draft Pool Demolition Cost Share Agreement between the City and St. Ignace Area Schools to contribute half of the cost of demolition.

(At this time, the Zoom video conference was interrupted and did not resume.)

Roll Call Vote

Yes: Mayor LaLonde, Councilmembers Pelter, Williford, Cronan and Gustafson.

No: Councilmember Fullerton.

Motion carried five to one.

CONSIDERATION OF BILLS

City Manager Long informed Council that DDA Director Marshall submitted an invoice from Arnold Freight that exceeded a previously approved quote of \$6,200. Director Marshall explained that there was unexpected removal of additional cement material that was not considered in the original bid amount which added \$1,000. City Clerk/Insley also noted a few other added invoices marked with an * near the amount. Councilmember Gustafson requested only invoices presented in Council packets be considered for payment in future meetings, unless an emergency to pay arises.

It was moved by Councilmember Fullerton, seconded by Councilmember Cronan, to approve paying the bills in the amount of \$53,604.60.

2x4 Construction	Boardwalk Repair-McGregor Lot	\$2,160.00
2x4 Construction	Boardwalk Repair-Replace Deck Boards	\$2,430.00
Airgas	DPW Rental Gas	\$106.63
Andy's Feed Station	DPW-Winter Boot Allowance	\$179.95
Apex Software	Assessor Software Renewal	\$235.00
Arnold Freight	Boardwalk Removal	\$7,200.00*
Arrow Signs	Council Plaque/LBE Overflow Lot Signage	\$105.00

ASCAP	LBE/DDA Music License	\$411.35
BC Pizza	LBE Catering	\$34.50
Belonga Excavating	Boardwalk-Topsoil	\$44.00
Belonga Excavating	WTR Line Repair-Huron Street	\$2,309.02
Boulder Blimp Company	SIFD-Inflatable Playhouse	\$7,125.00
Cedarville Marine	SIFD-Repair/Maintenance	\$511.59
Charles J. Palmer, P.C.	November 2022 Statement	\$3,120.91
Cheboygan Cement	Bricks-Museum Garden/Boardwalk Repair	\$4,497.00
KSS	LBE Cleaning Supplies	\$352.64*
Lynn Auto Parts Mackinac County Treasurer	November 2022 Statement	\$3,449.27
	Winter 2022 Tax Folding/Envelopes	\$56.56
Mackinac Ford Sales	November 2022 Statement	\$703.73
Margaret Mieske	LBE-Reimbursement	\$120.88
Michigan Wedding Guide	LBE-Advertisement	\$695.00
MMTA	A.Insley-Virtual Winter Workshop/Treasurer	\$298.00
Paragon Laboratories	WTR Testing	\$550.00
Pitney Bowes	Postage Machine Lease	\$407.94
Pomasl Fire Equip	SIFD-Fire Hose	\$3,317.00
Pomasl Fire Equip	SIFD Equipment	\$1,176.00*
Sault Printing Co. Inc.	November 2022 Statement	\$133.08
Spartan Nash-Family Fare	November 2022 Statement	\$47.41
St. Ignace Auto	November 2022 Statement	\$91.09
St. Ignace True Value	November 2022 Statement	\$651.50
State of Michigan	WWTR-NPDES Annual Permit Fee	\$5,500.00
State of Michigan	WTR-NPDES Annual Permit Fee	\$150.00

Straits Building Center	November 2022 Statement	\$603.79
The St. Ignace News	DDA-Boardwalk Contractor Ad	\$37.25
The St. Ignace News	November 2022 Statement	\$193.71
VarCo	DPW-Rubber Gloves/Shop Gloves/Sewer Shovel	\$176.74
Witmer	SIPD Ropes/Bags	\$2,711.06*
Witmer	SIFD Vests	\$1,352.05*
Witmer	SIFD-Petzl Rescue System	\$359.95
		\$53,604.60

**Invoices added after Council packets were distributed.*

Roll Call Vote

Yes: Councilmembers Pelter, Williford, Cronan, Fullerton, Gustafson and Mayor LaLonde.

No: None.

Motion carried unanimously.

PUBLIC COMMENT - NON-AGENDA ITEMS (3 min limit)

No public comment was received.

CITY MANAGER'S REPORT

City Manager Long presented the Manager's report to Council discussing the deposit planned for the new Sutphen fire truck and the financing of the remaining \$337,000 once the truck is delivered.

COMMITTEE REPORTS

Finance Committee – minutes of the Finance Committee meeting from Monday, December 19th were provided to Council.

COUNCILMEMBER COMMENTS

Councilmember comments were received regarding the Zoom interference and the Police Chief interviews.

CLOSED SESSION PER MCL 15.268(a) SECT 8(a):

Mayor LaLonde announced that per MCL 15.268(a) Sect 8(a) City Manager Long has requested a closed session of the City Council to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of the City Manager.

It was moved by Councilmember Cronan, seconded by Councilmember Gustafson, to enter into Closed Session 9:17 p.m. Motion carried unanimously.

(Councilmember Gustafson to record the minutes)

Council returned from Closed Session at 10:39 p.m. At this time, City Attorney Palmer read aloud the terms of the proposed agreement for Mr. Long's resignation as City Manager.

It was moved by Councilmember Cronan, seconded by Councilmember Williford, to approve the proposed agreement terms for Mr. Long's resignation as City Manager effective December 24, 2022.

Roll Call Vote:

Yes: Councilmembers Williford, Cronan, Fullerton, Gustafson, Mayor LaLonde and Councilmember Pelter.

No: None.

Motion carried unanimously.

It was then moved by Councilmember Gustafson, seconded by Councilmember Fullerton, to authorize Mayor LaLonde to sign the agreement document once the final draft is prepared and submitted by City Attorney Palmer.

Roll Call Vote:

Yes: Councilmembers Cronan, Fullerton, Gustafson, Mayor LaLonde, Councilmembers Pelter and Williford.

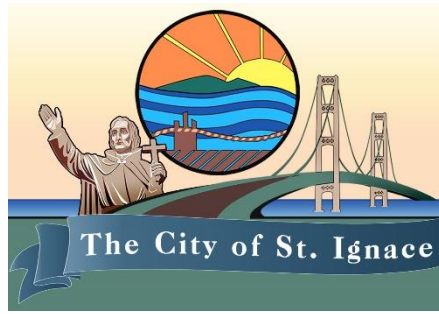
No: None.

Motion carried unanimously.

There being no further business, the meeting adjourned at 10:46 p.m.

William LaLonde, Mayor

Andrea Insley, City Clerk/Treasurer



SPECIAL CITY COUNCIL MEETING

St. Ignace, Michigan

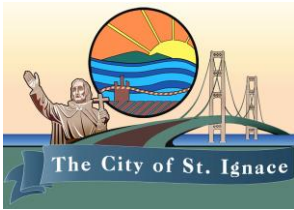
Wednesday, January 11, 2022 – 6:00 p.m.

City Council Chambers

******AGENDA******

- 1) Call to Order
- 2) Police Chief Interviews
 - A. Allen Mitchell-6:00 p.m.
 - B. Joseph Fitzgerald-7:10 p.m.
 - C. Kevin James-8:20 p.m.
- 3) Adjourn

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City of St. Ignace

396 N State Street
 St. Ignace, Michigan 49781
www.cityofstignace.com
 (906) 643-9671

Application for Short-term Rental License

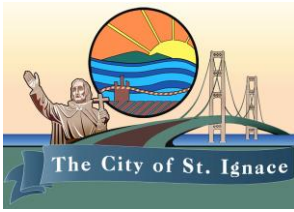
The Short-term Rental License is to be renewed annually. All licenses expire May 31.

Owner Information	
Name:	
Address:	
Phone:	
E-mail:	

Designated Representative	<i>*Must be available 24 hours a day and be able to respond within 30 minutes of contact—see below for more information*</i>
Name:	
Address:	
Phone:	
E-mail:	

**City Code Section 38-364(d)(7) 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 service, utility companies, Zoning Administrator, 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 on the application for a Short-term Rental permit. 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.*

Property Information	
Category of Operation:	_____ Category 1, Owner Occupied. The owner shall live in the dwelling unit or in a separate unit on the parcel while the short-term rental is active. \$250.00/year. _____ Category 2, Not Owner-occupied. The property owner resides on a different property or parcel than the one occupied by the guest when the short-term rental is active. \$350.00/year.
Number of Bedrooms:	
Maximum Occupancy:	
# of off-street parking spaces:	



City of St. Ignace

396 N State Street
St. Ignace, Michigan 49781
www.cityofstignace.com
(906) 643-9671

Neighbor Notification: All short-term rentals in residential zones require notification to property owners within 300 feet of the proposed rental property. The attached notice will be sent to neighboring property owners upon completion of all other permit requirements. A notification fee of \$60 will be charged. This notification does not need to be completed annually.

Affidavit

I agree the statements made in the above application are true, and if found not to be true, any registration or permit issued may be void.

I also agree to comply with the conditions and regulations provided with any registration or permit that may be issued.

Further, I agree that any permit that may be issued is issued with the understanding that the individual(s) or organization(s) named or represented on that permit will comply with all applicable sections of the City of St. Ignace Code of Ordinances.

I also agree that a designated local representative will be available to oversee the short-term rental in accordance with City Code and to respond to calls from renters, concerned citizens, and representatives of the City. The local agent will be available to accept telephone calls on a 24-hour basis at all times that the short-term rental is rented and occupied, and will have a key to the rental unit and be able to respond to the rental within 30 minutes to address issues, or will have arranged for another person to address issues in the same timeframe.

I also agree that the STR Use Permit shall be displayed within the dwelling unit and contain all the information outlined in Sec (e)(5) of the St. Ignace Short Term Rental Ordinance.

Further, I agree that when the property owner is not present during STR use, the information outlined in Section (e)(6) of the St. Ignace Short Term Rental Ordinance will be provided to guests.

I understand that this permit expires May 31 annually, and must be renewed each year.

Finally, I understand that this is an application for a short-term rental registration only and does not include any representation of conveyance of rights in any other statute, building code, deed restriction, or other property rights.

Owner Signature

Date

Administrative Use:

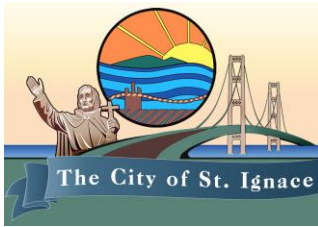
Date Received: _____

Neighbors notified: ___ Y ___ N ___ N/A

Renewal: ___ Y ___ N

Inspection completed in last 5 years?: ___ Y ___ N

Fee owed: _____



Notification of Short-Term Rental to Neighboring Property Owner

Neighboring Property Owner:

This document serves to inform you that a neighboring property has applied for a short-term license under the City of St. Ignace's Ordinance 38-364 of 2021. As the owner of a property within 300 feet of the above address, you must be notified of this rental and supplied a 24-hour contact number for the owner or local agent of the short-term rental.

Property Information	
Address:	Maximum Occupancy:
Parcel ID:	

While rental property owners seek renters who behave responsibly and according to the City's ordinances, if an issue ever does occur, please use the following contact information to address the issue. Start with the first contact listed and graduate through the contacts if there is no resolution. Please understand the property owner or legal agent has thirty minutes from the point of contact to respond to any issue, and one hour to mitigate any issue.

1. Contact the property owner or local agent at the following 24-hour contacts:
Name: _____
Phone: _____
Email: _____
2. Contact the Short-Term Rental Hotline at (906) 299-3151 or use the Short-Term Rental Webform Link at <https://secure.hostcompliance.com/st-ignace-mi/complaints/type>
3. Contact non-emergency central dispatch at (906) 643-8877.

As always, in cases of emergencies, call 911.

Please become familiar with Ordinance 38-364, the City of St. Ignace's Short-term Rental Ordinance, as there are ramifications for property owners for ordinance violations. A copy of the ordinance is included.

For any questions regarding this property, please refer to the property owner or local agent contacts. For any questions on the ordinance, please contact the City's Zoning Department at (906) 643-9671 x4 or visit our Short-Term Rental webpage at www.cityofstignace.com/services/pages/short-term-rental-registration.

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (813) 258-9888 x14.

I. Attached Documentation

- 1. Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
- 2. Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
- 3. Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
- 4. Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
- 5. Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
 - ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.
- 6. Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
- 7. Exhibit F - ACT 99 Certificate**
 - ◆ Sign and print name and title
- 8. Exhibit G - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
- 9. Exhibit H - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
- 10. Exhibit I - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
- 11. Exhibit J - Bank Qualified Certificate**
 - ◆ Sign and print name and title
- 12. Notice of Assignment**
 - ◆ Sign and print name and title.
- 13. Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
- 14. Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
- 15. 8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

All documentation should be returned to:
Leasing 2, Inc.
1720 W. Cass Street, Suite B
Tampa, Florida 33606
Attn: Donna Womack

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of St. Ignace, Michigan
396 North State Street
St. Ignace, Michigan 49781

Obligee

Leasing 2, Inc.
1720 West Cass Street, Unit B
Tampa, Florida 33606

Dated as of December 27, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.
- (p) The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, shall not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract. If requested by Obligee, the finance officer of the Obligor will provide the statistical information to show that this obligation is within the 1-1/4% limitation.

- (q) The Equipment financed hereunder has a useful life in excess of the term of this Contract.
- (r) The Obligor hereby agrees to include in its budget for each year commencing with the current Budget Year, a sum which will be sufficient to pay the principal and interest due as set forth on Exhibit B of this Contract. In addition, the Obligor hereby pledges to levy ad valorem taxes on all taxable property in the Obligor each year in an amount necessary to make its debt service payments under this Contract, subject to applicable constitutional, statutory and charter tax rate limitations.
- (s) If Obligor defaults in its obligations under this Contract and Obligor receives judgment against Obligor, Obligor will be obligated to pay such judgment in full.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit H. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

Section 3.06 Disclaimer of Warranties. OBLIGOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGOR IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGOR A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

Section 3.07 Contract with Vendor. Obligor hereby recognizes that Obligor has executed or will be executing a "Sales Contract" with the vendor for the actual sale of the Equipment. This Sales Contract provides, among other things, standard warranty protections to Obligor with regard to the Equipment. Obligor further recognizes and hereby acknowledges that nothing in this Contract shall impair the rights of the Obligor against the manufacturer for any warranty, or other obligations express or implied that the Obligor may have with the Equipment.

IV. Obligation

Section 4.01 Obligation. The Obligation of the Obligor to pay principal and interest under this Contract is a limited general obligation of the Obligor. The Obligor shall include in its budget and pay each year, until this Contract is paid in full, such sums as may be necessary each year to make all Contract Payments due hereunder. Furthermore, the Obligor covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Contract in order that the interest thereon to be excluded from gross income for federal tax purposes.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Under Michigan Law and pursuant to the Resolution of the Obligor, the Obligor is fully responsible as the owner of the Equipment to make sure that it is insured for both property and liability. Obligor agrees to provide proof of such insurance to Obligor in the form satisfactory to Obligor. If the Obligor chooses to obtain insurance through a private insurer, the Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor also hereby acknowledges that in the event of a casualty to the Equipment that the Obligor is still fully obligated to make all the scheduled Contract Payments to Obligor or to pay off the applicable Purchase Option Price to Obligor. If requested by Obligor, Obligor will list Obligor as loss payee and additional insured if any policies are obtained through a private insurer.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor

to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to an extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Oblige shall have the right to take one or any combination of the following remedial steps:

- (a) If Obligor fails to make scheduled Contract Payments, then Oblige shall have the right to obtain a judgment against Obligor in an amount not less than the sum of all Contract Payments due as set forth on Exhibit B plus any other amounts that may be owing hereunder. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. Obligor shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.
- (b) With or without terminating this Contract, Oblige may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Oblige to a location specified by Oblige. If Oblige exercises this remedy, Oblige will provide Obligor written notice at least fifteen (15) days prior to the date the Equipment is to be delivered to Oblige. If Obligor fails to deliver the Equipment and any additional collateral, Oblige may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Oblige has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender**: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Oblige in the event of a default by delivering the Equipment and any additional collateral to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige's request, Obligor shall also certify in a form acceptable to Oblige that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblige and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery**: The Equipment and any additional collateral shall be delivered to the location designated by the Oblige by a common carrier unless the Oblige agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblige's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Oblige. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblige the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition**: When the Equipment is surrendered to the Oblige it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblige to sell or lease it to a third party and be free of all liens. If Oblige reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblige may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblige for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage**: Upon written request by the Oblige, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblige. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblige shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Oblige executed this Contract, which is on or after the date that the Obligor executes this Contract, Oblige agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Oblige selects that is acceptable to Obligor (including Oblige or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Oblige of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit G attached hereto, Obligor authorizes Oblige to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Oblige.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Oblige that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request

and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Default. If an event of default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of St. Ignace, Michigan

Leasing 2, Inc.

Signature

Signature

Printed Name and Title

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Sutphen Fire Truck

Physical Address of Equipment after Delivery : 618 Chambers St., St. Ignace, MI 49781

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

Date of First Payment: June 27, 2025
 Original Balance: \$337,624.06
 Total Number of Payments: Fifteen (15)
 Number of Payments Per Year: One (1)
 Actual Rate: 5.980%

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	27-Jun-25	\$37,904.74	\$37,904.74	\$0.00	Not Available
2	27-Jun-26	\$37,904.74	\$34,139.30	\$3,765.44	Not Available
3	27-Jun-27	\$37,904.74	\$20,322.19	\$17,582.55	Not Available
4	27-Jun-28	\$37,904.74	\$19,251.92	\$18,652.82	\$317,514.99
5	27-Jun-29	\$37,904.74	\$18,116.52	\$19,788.22	\$294,977.98
6	27-Jun-30	\$37,904.74	\$16,911.99	\$20,992.75	\$271,350.17
7	27-Jun-31	\$37,904.74	\$15,634.15	\$22,270.59	\$246,578.78
8	27-Jun-32	\$37,904.74	\$14,278.53	\$23,626.21	\$220,608.45
9	27-Jun-33	\$37,904.74	\$12,840.39	\$25,064.35	\$193,381.16
** 10	27-Jun-34	\$37,904.74	\$11,314.70	\$26,590.04	\$164,836.07
** 11	27-Jun-35	\$37,904.74	\$9,696.15	\$28,208.59	\$134,909.40
** 12	27-Jun-36	\$37,904.74	\$7,979.07	\$29,925.67	\$103,534.27
** 13	27-Jun-37	\$37,904.74	\$6,157.48	\$31,747.26	\$70,640.59
** 14	27-Jun-38	\$37,904.74	\$4,225.00	\$33,679.74	\$36,154.85
** 15	27-Jun-39	\$37,904.74	\$2,174.91	\$35,729.83	\$0.00

**The Obligee shall have the sole option to adjust the interest rate for Contract Payments 10-15. Obligee will first calculate the exact remaining principal balance owed by the Obligor after the 9th Contract Payment is received by Obligee. Obligee will then revise the Exhibit B using the same dates for Contract Payments 10-15, as indicated on the original Exhibit B. The revised Exhibit B shall contain the revised Contract Payment amounts. The revised amounts for Contract Payments 10-15 shall be figured using an interest rate that is Three Hundred (300) basis points above the Five (5) year Treasury Note adjusted for constant maturity on a weekly-average, as reported by the Federal Reserve Board and published in *The Wall Street Journal* the week after the 9th Contract Payment is received by the Obligee. If Obligee chooses not to adjust the interest rate, then the Contract Payments for payments 10-15 will be as set forth on the original Exhibit B.

City of St. Ignace, Michigan

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit G attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of St. Ignace, Michigan

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on January 9, 2023 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of December 27, 2022, between City of St. Ignace, Michigan (Obligor) and Leasing 2, Inc. (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: _____

William LaLonde, Mayor

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____

Andrea Insley, City Clerk-Treasurer

(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of St. Ignace, Michigan

Signature

Printed Name and Title

EXHIBIT F
ACT 99 CERTIFICATE

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

The undersigned, the duly authorized and qualified Finance Director of City of St. Ignace, Michigan, County of Mackinac, State of Michigan (the "Obligor"), in connection with the execution by the Obligor of the Government Obligation Contract (the "Contract"), in the amount of \$337,624.06, dated as of December 27, 2022 by and between the Obligor and Leasing 2, Inc., hereby certifies as follows:

1. The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, do not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract.
2. Upon request, Obligor can provide to Obligee specific dollar amounts to support this certification.

City of St. Ignace, Michigan

Signature of Finance Director

Printed Name and Title

Dated

EXHIBIT G

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$_____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: akeys@leasing2.com

or

Fax: (813) 258-9333

Please call (800) 287-5155 if you have any questions.

City of St. Ignace, Michigan

Signature

Printed Name and Title

EXHIBIT H
SIGNATURE CARD

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of St. Ignace, Michigan.

City of St. Ignace, Michigan

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT I

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT J

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of December 27, 2022, between Leasing 2, Inc. (Obligee) and City of St. Ignace, Michigan (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of St. Ignace, Michigan

Signature

Printed Name and Title

NOTICE OF ASSIGNMENT

DECEMBER 27, 2022

Leasing 2, Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and City of St. Ignace, Michigan, dated as of December 27, 2022.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

Leasing 2, Inc., Obligee/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of St. Ignace, Michigan (Obligor) as party to a Government Obligation Contract dated as of December 27, 2022 between Obligor and Leasing 2, Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated December 27, 2022 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

City of St. Ignace, Michigan

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of St. Ignace, Michigan
396 North State Street
St. Ignace, Michigan 49781

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ One (1) Sutphen Fire Truck
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$5,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$337,624.06.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: akeys@leasing2.com
or
Fax: (813) 258-9333

Please complete the information below and return this form along with the Contract.

City of St. Ignace, Michigan

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3361254	Payment Amount \$37,904.74	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of St. Ignace, Michigan	
Signature	Printed Name and Title
Tax ID Number 38-6004591	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of St. Ignace, Michigan		2 Issuer's employer identification number (EIN) 38-6004591
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 396 North State Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code St. Ignace, Michigan 49781		7 Date of issue 12/27/2022
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Ms. Andrea Insley, City Clerk/Treasurer		10b Telephone number of officer or other employee shown on 10a (906) 643-8545

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	352,588	29
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 06/27/2039	\$ 352,588.29	\$ 337,624.06	9.812 years	5.898 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23	352,588	29	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	14,964	23	
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28			
29 Total (add lines 24 through 28)	29	14,964	23	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	337,624	06	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ ▶	Date	▶ _____ ▶ Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe	<i>H. Evan Howe</i> <small>HEvanHowe 2023.01.05 14:44:54-06'00'</small>	01/05/2023	<input type="checkbox"/>	P01438994
	Firm's Name ▶ Baystone Financial LLC	Firm's EIN ▶ 48-1223987			
Firm's Address ▶ 10601 Mission Road, Suite 200, Leawood, KS 66206	Phone no. (800) 752-3562				

Up North Nutrition & Gym 906 – St. Ignace

Good evening, My Name is Phillip Woolcocks, my wife Caity and I have owned and operated Up North Nutrition and Gym 906 in Sault Ste. Marie for the last 7 years. I was recently contacted to review the Fitness Center and Little Bear East to potentially take over operations alleviating the city and rec department.

I recently toured the facility and discussed some of the concerns that members have with the equipment, hours, and overall operation. The main concern appears to be the equipment, with many items obsolete or not in working order due to deferred maintenance or outliving life expectancy.

The second concern was hours of operation, with hours of 6 to 8 on weekdays and 8 to 8 on weekends.

In addition, additional gym services are not available, such as supplements, protein shakes, and tanning.

I would like to work with the city on an option to take over the gym, leasing the current space, creating an encouraging, modern experience for members of any fitness level member to enjoy.

I am currently working with the Rec department to obtain information on funds paid by Moran Township and the Sault Ste. Marie Tribe of Chippewa Indians, as I would intend to continue with those partnerships while growing the overall membership through increased advertising and partnerships with Motel's and Hotel's for their guests during the tourism season.

The plan will be to create a similar environment to our current Gym in the Sault. We have continued to grow and expand our membership while maintaining current equipment and services. Along with the agreements with the Tribe, Moran Township and St. Ignace.

As part of this proposal, we would look to update the facility/equipment. Increase hours, from the current hours to a 4 am to midnight structure, which is what we operate in the Sault. Consistent staffing with knowledge of equipment, with the possibility of personal training and classes in the future and expanding services to include supplements, tanning and instruction.

In order to properly update the facility, the current equipment would need to be replaced in its entirety, I would propose a purchase price to the City once I can complete an evaluation can be completed on the current equipment. I do want to be upfront most of the equipment is obsolete in the current environment and would likely be scrapped or traded in towards new equipment. It is anticipated that this expense will be in the range of \$50,000. In addition to the updated equipment, we will need to replace some lighting, create a more user-friendly space for workout bags and shoes, paint and replace some water damaged ceiling tiles, this is expected to cost approximately \$2,500.

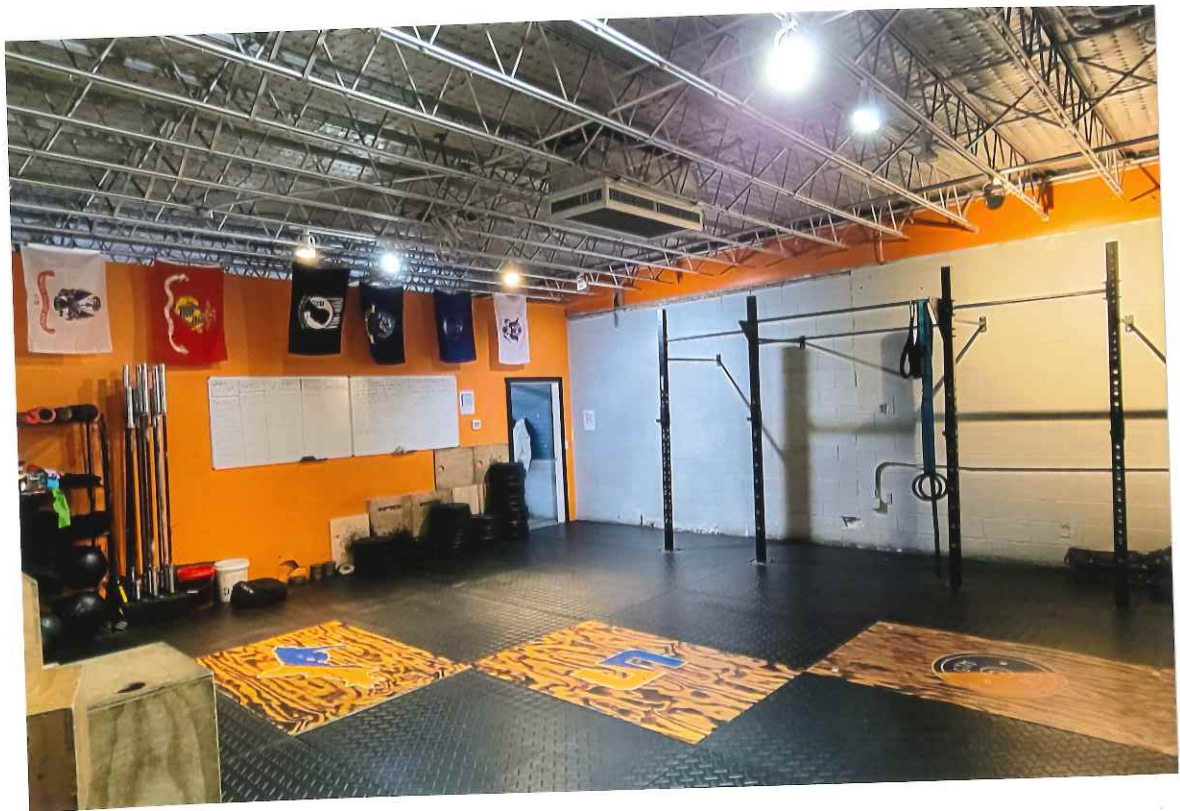
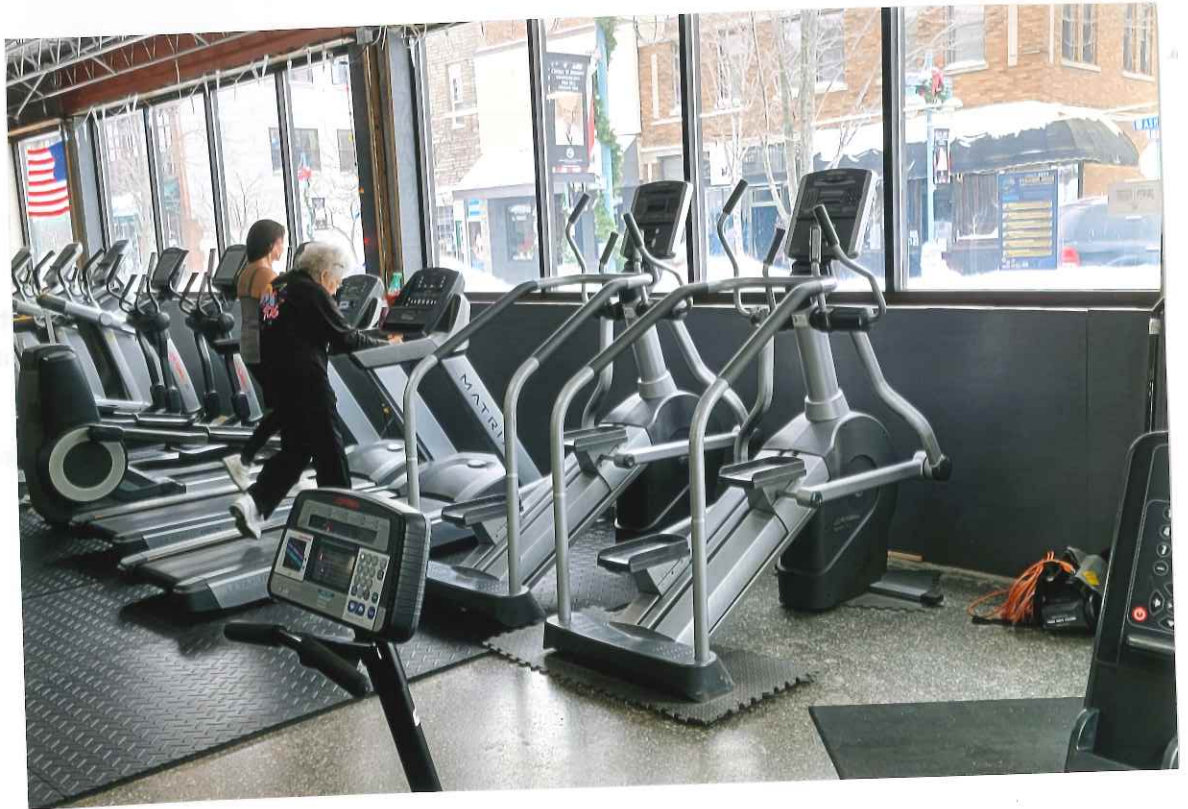
In order to increase hours, we will need to outfit the facility with a key fob system, the same system we utilize in the Sault, that allows members access to the gym even when staff is not present. In addition, there will be a camera system in place as well. Cost to complete is estimated at \$10,000.

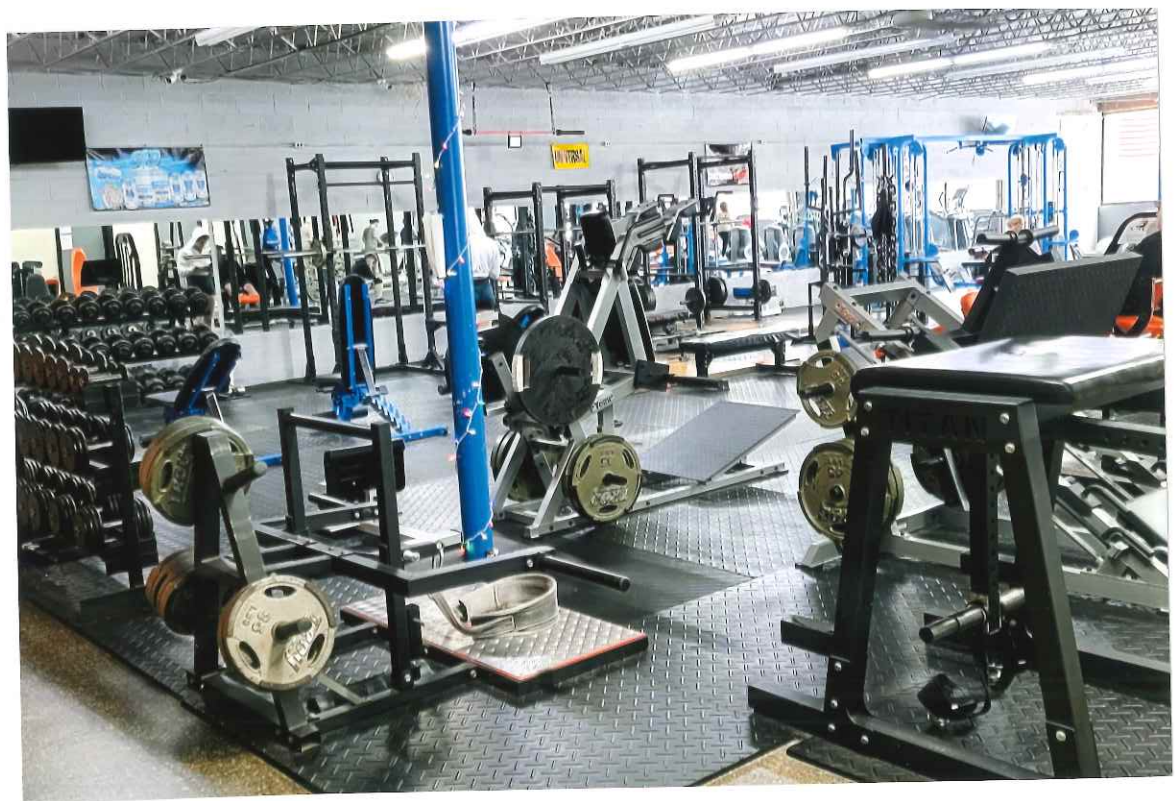
Lastly in order to expand services we will have some necessary electrical upgrades to be completed in order to add tanning, and secure storage for supplements when the facility is not staffed. Cost to complete is estimated at \$10,000.

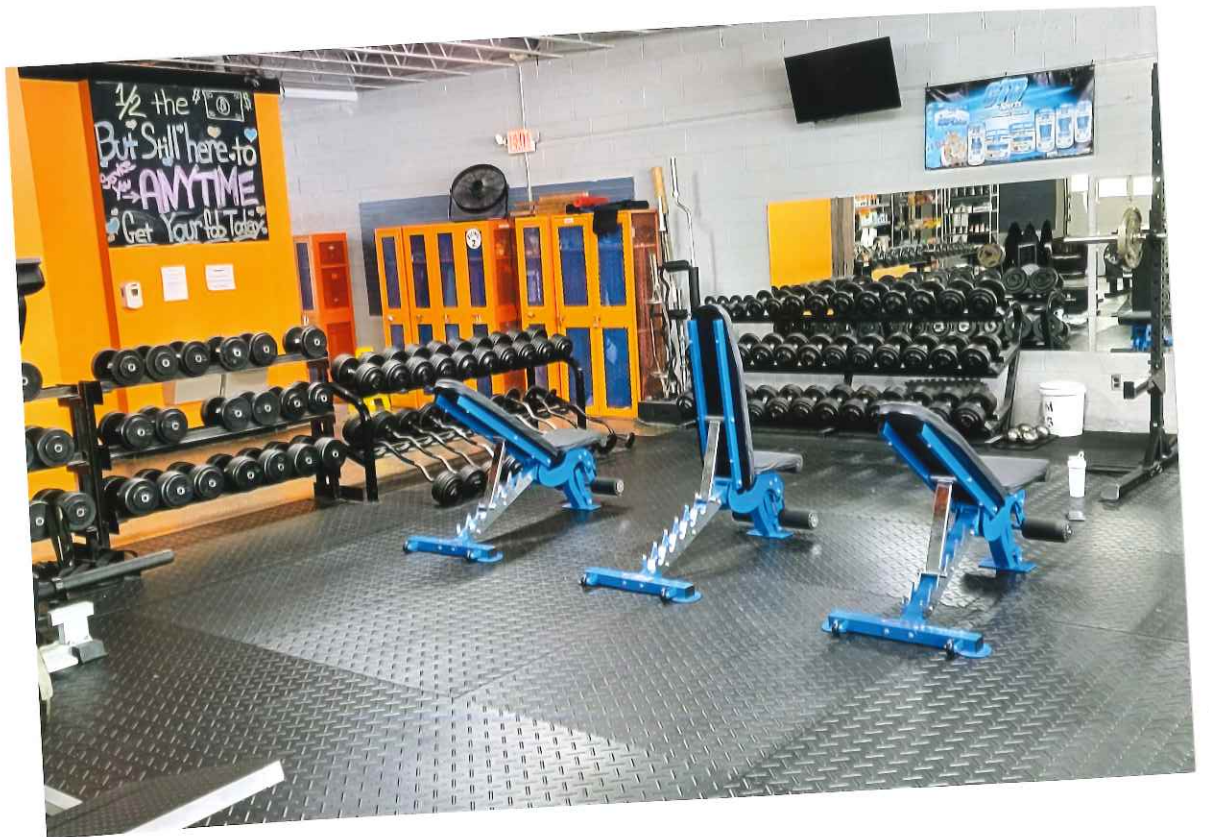
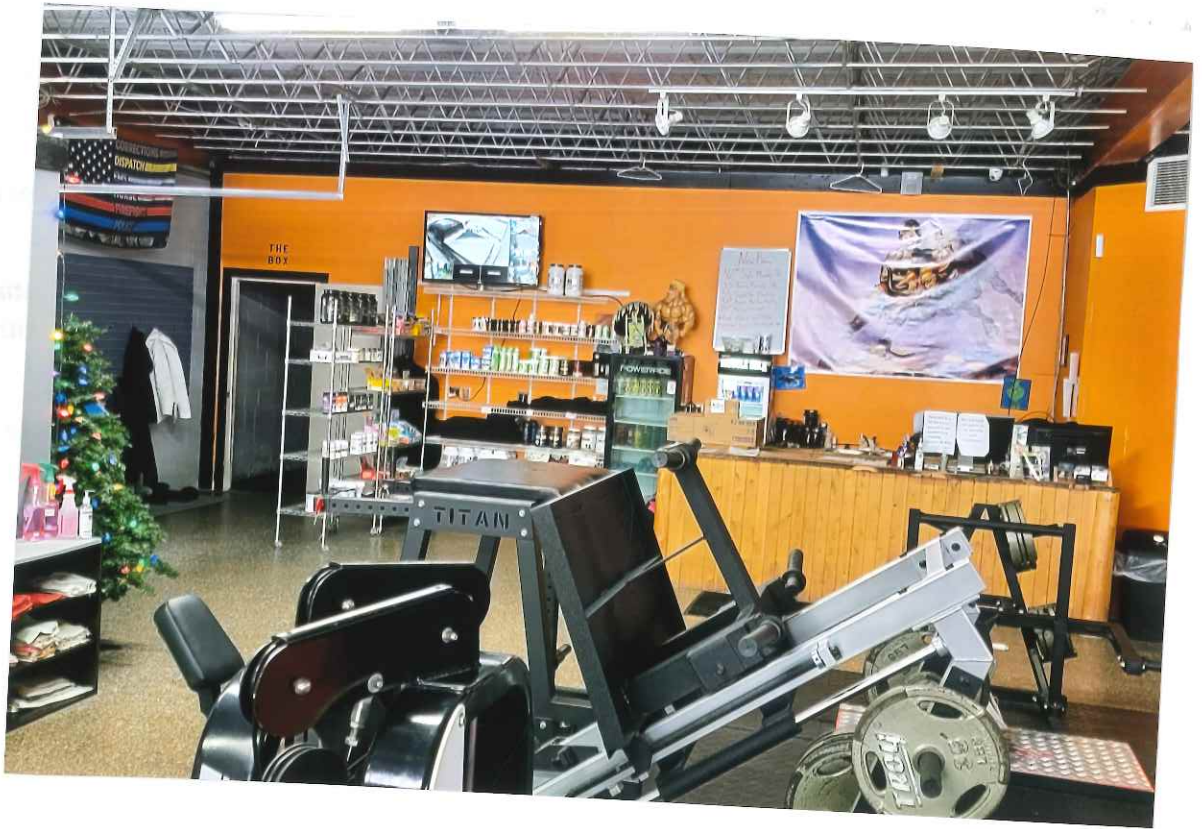
We anticipate overhead, excluding the lease payment, to be approximately \$3,200 per month (staff, loan, and insurance).

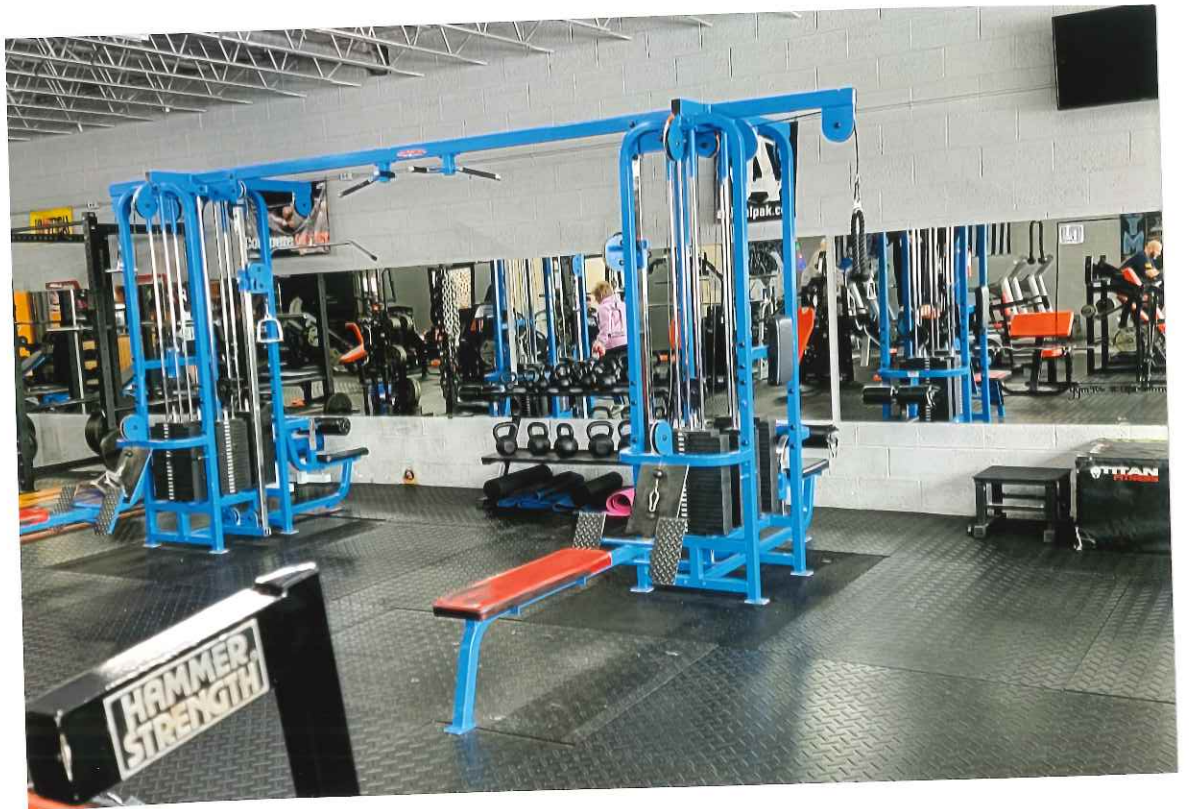
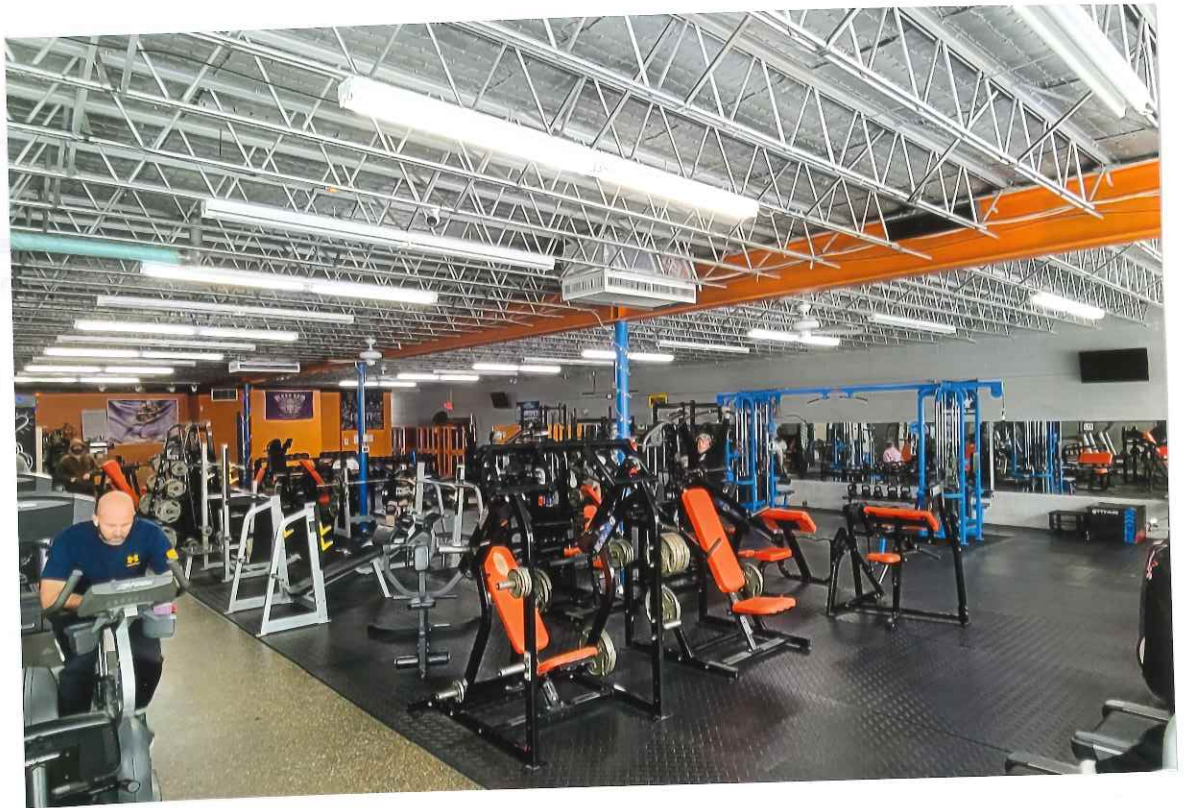
With the capital injection needed to update the facility I would be looking for a potential low cost lease to help offset the initial setup costs while we get everything in working order along with clarifying the partnerships with the Tribe as well as Moran Township.

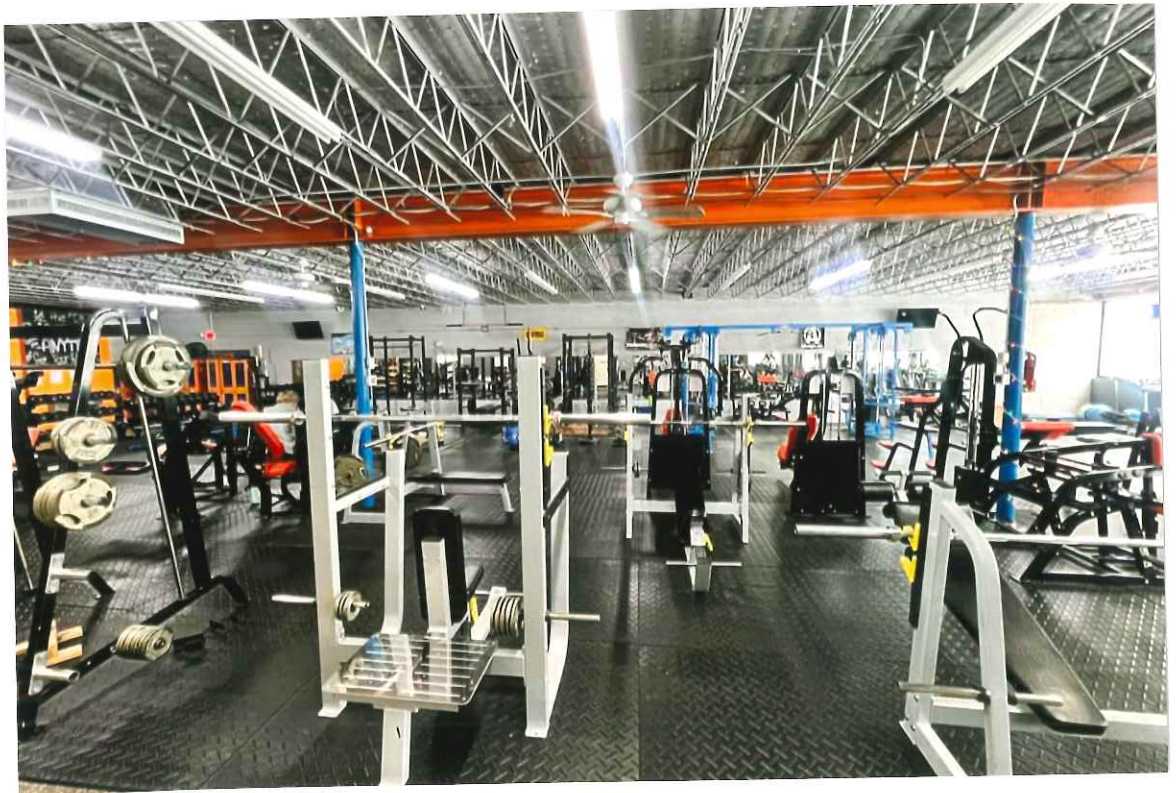
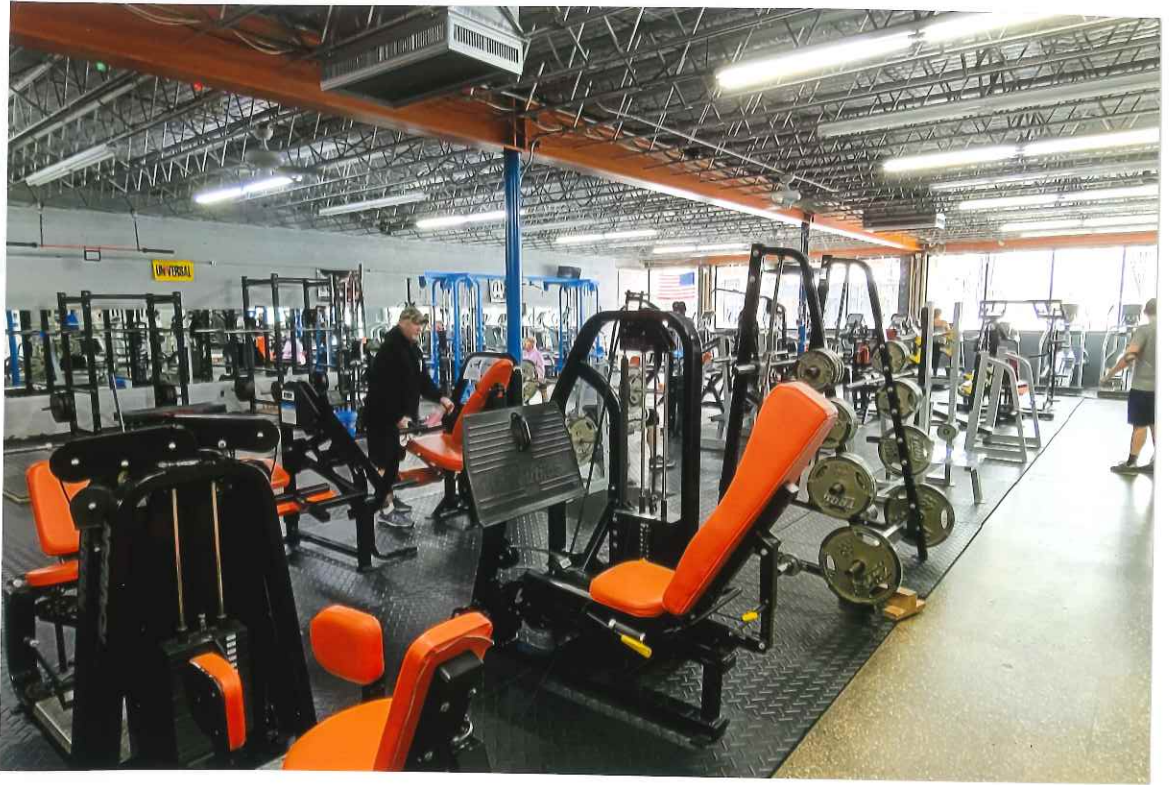
At this time, I wanted to confirm this may be a viable option for the Council to consider before I invest time and resources into preparing a formal presentation.













State of Michigan
 Michigan Gaming Control Board
 Millionaire Party Licensing
 3062 W. Grand Blvd, Suite L-700
 Detroit, MI 48202-6062
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

**CITY OF ST. IGNACE
 RESOLUTION 23-01**

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a regular meeting of the St. Ignace City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor LaLonde on January 9, 2023
DATE

at 7:00 a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from St. Ignace Hockey Association of St. Ignace,
NAME OF ORGANIZATION CITY

county of Mackinac, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for approval.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the St. Ignace City Council at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on January 9, 2023.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK
Andrea Insley, City Clerk-Treasurer
PRINTED NAME AND TITLE
396 North State Street, St. Ignace, MI 49781
ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE ()

PHONE NUMBER



LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."

**CITY OF ST. IGNACE
RESOLUTION 23-02**

**A RESOLUTION TO DIRECT ADMINISTRATION TO UTILIZE AMERICAN RESCUE PLAN ACT
FUNDING FOR FIRE TRUCK PURCHASE**

The following Resolution was offered for adoption by _____, supported by _____ :

- WHEREAS:** the Federal Government passed the American Rescue Plan Act that appropriates \$350 billion dollars towards the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and
- WHEREAS:** one of the purposes of the SLFRF funds is to “maintain vital public services, even amid declines in revenue”; and
- WHEREAS:** the US Treasury Final Rule for the SLFRF provides a standard allowance of \$10 million that can be deemed revenue loss; and
- WHEREAS:** by electing the standard allowance, the City may use up to the full amount of its \$244,121.09 award for providing government services, with streamlined reporting requirements; and
- WHEREAS:** the City understands the importance of Fire Protection Services to the health and safety of St. Ignace residents; and
- WHEREAS:** the City has entered into a purchase agreement for a new Sutphen fire truck; now therefore
- BE IT RESOLVED:** That the St. Ignace City Council does hereby approve the use of \$60,000.00 of ARPA Funds towards the down payment on the approved Sutphen fire truck.

Roll Call Vote:

Yes:

No:

Absent:

Resolution declared

I hereby certify that the above Resolution is a true copy of a Resolution presented to the St. Ignace City Council for adoption at a regular meeting held Monday, January 9, 2023, at 7:00 p.m.

sb

Andrea Insley, City Clerk/Treasurer



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

The City of St. Ignace

2020 ad *is seeking a*

CITY MANAGER

The City of St. Ignace is seeking a forward thinking City Manager to lead our city manager form of government. We have a population of 2,450, a \$7 million budget, and up to 55 city employees in season. The ideal candidate will have experience in budgeting, governmental finances, grant writing, planning and economic development. We place a high priority on community involvement. Strong work ethic, leadership and relationship building ability as well as expertise in capital improvement implementation are considered essential to this job. Our Manager oversees both the DPW and Utilities Departments.

Candidates should forward a resume and cover letter by **June 30** to:

City of St. Ignace Hiring Committee
396 N. State Street
St. Ignace, MI 49781

Candidates desiring confidentiality of their interest, as allowed for and provided by Michigan law, must indicate such in a separate subject line above the body of the cover letter.

*This search is being conducted by an
Equal Opportunity Employer.*

CITY MANAGER

SUMMARY

To plan, organize and direct the diverse activities of City departments in accordance with City policy; to advise and assist the Council in the conduct of its business; to coordinate City activities internally and with those of other public and private agencies in the area; and to perform related work as required.

SUPERVISION RECEIVED

The work is performed under the general direction of the Mayor and City Council with considerable latitude for independent action and is accountable for results.

SUPERVISION EXERCISED

Supervisory control is exercised over all city employees, except the City Attorney, directly, or through subordinate administrative staff.

RESPONSIBILITIES AND ESSENTIAL DUTIES AND FUNCTIONS

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

1. Evaluates community needs and establishes immediate and long-range goals and objectives for City services and organization.
2. Organizes and directs all City departments including administration and finance, police, public works, parks and recreation and utilities.
3. Assembles the agenda of the City Council, attends Council meetings, and advises and otherwise assists the Council in its deliberations.
4. Confers with administrative staff, reviews financial and operational reports and otherwise evaluates City activities to assure that they are being delivered effectively and efficiently.
5. Establishes personnel standards, and directs the recruitment and training of staff.
6. Develops and implements community relations programs to promote understanding and support of City government.
7. Represents the City at important meetings and conferences.

CITY MANAGER (Cont'd.)

8. Supervises and participates in the compilation of annual City budget requests, the negotiation and administration of labor contracts, and the supplementation of City finances through Federal and State grants.
9. Responsible for the Economic Development program.
10. Acts as Street Administrator.
11. Performs related work as required.

ESSENTIAL FUNCTIONS, QUALIFICATIONS AND KSA'S FOR EMPLOYMENT

All of the following functions, qualification, KSA's and duties are essential. An employee in this class, upon appointment, should have the equivalent of the following:

Thorough knowledge of the modern principles, practices and procedures of city management.

Thorough knowledge of the laws, ordinances and regulations governing the operations of city government.

Ability to plan, organize and control the delivery of diverse city services.

Ability to establish and maintain satisfactory working relationships with officials, employees and the general public.

Ability to make effective oral and written presentations.

X **Must possess** good vision, hearing and speech to be able to carry out paperwork and reports and to interact with Council and the public to complete duties 1 through 11.

Must be able to understand and work with numbers for the budget to complete duties 4, 8 and 9.

X **Must be able** to type or computer input at least 30 WPM to complete duties 3, 5, 6 and 8.

X **Must be able** to operate a vehicle. *Public Administration*

A bachelor's degree in business administration or a related field from a college or university of recognized standing, preferably supplemented by graduate level courses in public administration. *a graduate degree*

Three years of experience as an assistant City Manager or in another administrative position in municipal government.

z **A valid** drivers license.

Employment Opportunity

City Manager

City of Ironwood



IRONWOOD

MICHIGAN | *Find Your North*



City Manager

City of Ironwood

Michiganders are rightfully boastful of all its grand peninsulas have to offer, and nowhere do all the state’s attributes merge more acutely than in the City of Ironwood. For the dynamic leader who has dreamed of living and working in an outdoor four-season paradise, the perfect opportunity is now available. The city’s slogan “Find Your North” is most appropriate.

Ironwood seeks a new city manager for only the second time in 25 years. An approachable and accessible leader will flourish in this small-town environment that offers significant amenities. The City of Ironwood is a full-service, progressive community located in the beautiful and picturesque west end of the Upper Peninsula of Michigan.

The city operates as a council/manager form of government. The city is financially stable with a diversified economic base. The city has an overall budget exceeding \$15 million, which includes a general fund exceeding \$3.8 million. The city has a taxable value of \$99.4 million. The city has a population of 5,045 residents, and the city employs 43 full-time employees and 13 part-time employees delivering quality services.

The new city manager will develop and maintain relationships with elected officials, department heads, and all levels of city employees, and will respect and value city residents. Proven communication, interpersonal and human relations skills along with the ability to interact with a wide variety of people with varied attitudes and positions are important and desirable qualities. The city has an engaged citizenry that expects a transparent city government and open communication between the city manager, mayor, council members and citizens.



During the past two decades, the city has successfully implemented a significant revitalization plan, investing more than \$50 million in water, sewer and road infrastructure, as well as heavily investing in parks and recreation trail development. Today, thousands of visitors flock year-round to the Ironwood area to access its significant outdoor attributes.

The current city manager retired in June after 17 years of dedicated and professional service to the city. The public safety director has assumed the interim city manager position.

The City of Ironwood will offer a competitive compensation and benefit package, with a salary range of \$85,000 to \$105,000 and a defined benefit pension plan with 10 year vesting.

- ▶ **POPULATION**
5,045
- ▶ **SIZE**
6.58 sq. miles
- ▶ **GENERAL FUND BUDGET**
\$3.8 million
- ▶ **STARTING SALARY**
\$85,000—105,000 DOQE

▶ THE COMMUNITY

Ironwood was settled in the spring of 1885. The town was incorporated as a village in 1887 and as a city of April 8, 1889. The township area north of the city was incorporated as Ironwood Township in 1889. In 1890 the population of Ironwood passed 7,500 and in 1920 it reached 15,739 at the peak of the mining and logging industry. Ironwood is located within the Gogebic Iron Range. Iron ore was found in the area in the 1870s. The arrival of the railroad in the mid 1880s gave an impetus to more extensive development of the area's ore deposits. Several mines, such as the Norrie, Aurora, Ashland, Newport and Pabst, were opened in Ironwood. The mines and lumber works attracted newcomers from other parts of the U.S. and from European countries such as England, Finland, Germany, Italy, Poland and Sweden.

The city of Ironwood is located along the Michigan-Wisconsin border and is Michigan's western gateway city. Duluth, Minnesota is 108 miles to the west; Wausau, Wisconsin is 125 miles south; and Minneapolis, Minnesota is 225 miles to the southwest. Federal highway US-2 runs through the city east and west, and US-51 runs south into Wisconsin. Air service to the city is provided by Denver Air at the Gogebic-Iron County Airport, with round trips daily to Chicago and Minneapolis.

The city is home to Gogebic Community College, partially supported by a county-wide millage; the college in 2021 had 382 full-time students and 492 part-time students .

The City of Ironwood has a boundary of 6.58 square miles. The city has about 65 miles of city streets, and owns and operates 20 city parks. In addition to being the start of Michigan's Iron Belle Trail System (which runs from Ironwood to Detroit), the area – known as "Big Snow Country" – has five alpine ski areas, miles of cross-country ski trails including the Miners Memorial Park, the Wolverine Nordic ski trails and the world-class Active Backwoods Retreat (ABR) cross-country ski trails, a full-service ski touring center located on more than 1,100 acres along the Montreal River. The city is the headquarters and the western end of the 1.5 million acre Ottawa National Forest, which includes the 18,327-acre Sylvania Wilderness area. Snowmobile and ATV trails traverse the city; and there is access to miles of motorized trails.

In addition to the city being 18 miles from Lake Superior, the area is also home to Michigan's largest state park – the 60,000 acre Porcupine Mountains Wilderness State Park, with towering virgin timber, secluded lakes and miles of wild rivers and streams. The Apostle Islands National Lakeshore park is located just 62 miles west of the city.



The iconic Copper Peak ski jumping hill — the world’s tallest — located just 14 miles north of the city, hosted 10 ski flying events from 1970 to 1994. Thousands of visitors every year take the chair lift to the landing and the elevator up to tower, then walk the final eight stories to take in the 26-story-high view with spectacular Lake Superior vistas and sights of Wisconsin and Minnesota. Copper Peak has recently received a \$20 million investment from the State of Michigan to reestablish it as the world’s largest for both summer and winter competitions, and for it to become a global outdoor recreation destination. The site has hosted the Red Bull 400 uphill run.

The Gogebic Country Club and the Eagle Bluff Golf Club provide excellent golfing for the Ironwood area.

Under the Michigan marijuana facilities licensing act, the city has issued licenses for two provisioning centers, two grow operations, and has two micro-grow licenses available. The city is considering additional licenses.

The city has a long commitment to community development, and has removed more than 170 blighted structures over the last 20 years. The city planning commission is currently proposing zoning changes to allow new residential homes to be built on small-width lots to help address the housing shortage.

The city is proud of its progressive community, works to promote a safe and welcoming city, and is supportive of the LGBTQ+ community both for residents and visitors.

The city is home to Aspirus Ironwood Hospital, providing quality medical care services to the region.

Ironwood is fortunate to have an authentic historic core downtown that is pedestrian-friendly and architecturally interesting. The downtown area, with 90 percent occupancy rate, is an exciting place for residents and visitors to dine, shop, experience theater and enjoy its vibrant art scene. The city is home to the Ironwood Public Schools, which take pride in offering first-rate instruction as well as an educational learning environment that mirrors the friendliness of the city’s citizens. Volunteers operate the city-owned Ironwood Theatre, supporting its rapidly growing cultural arts community. The city also owns and operates the Ironwood Carnegie Library and the Pat O’Donnell Civic Center and ice rink, located on the campus of Gogebic Community College.

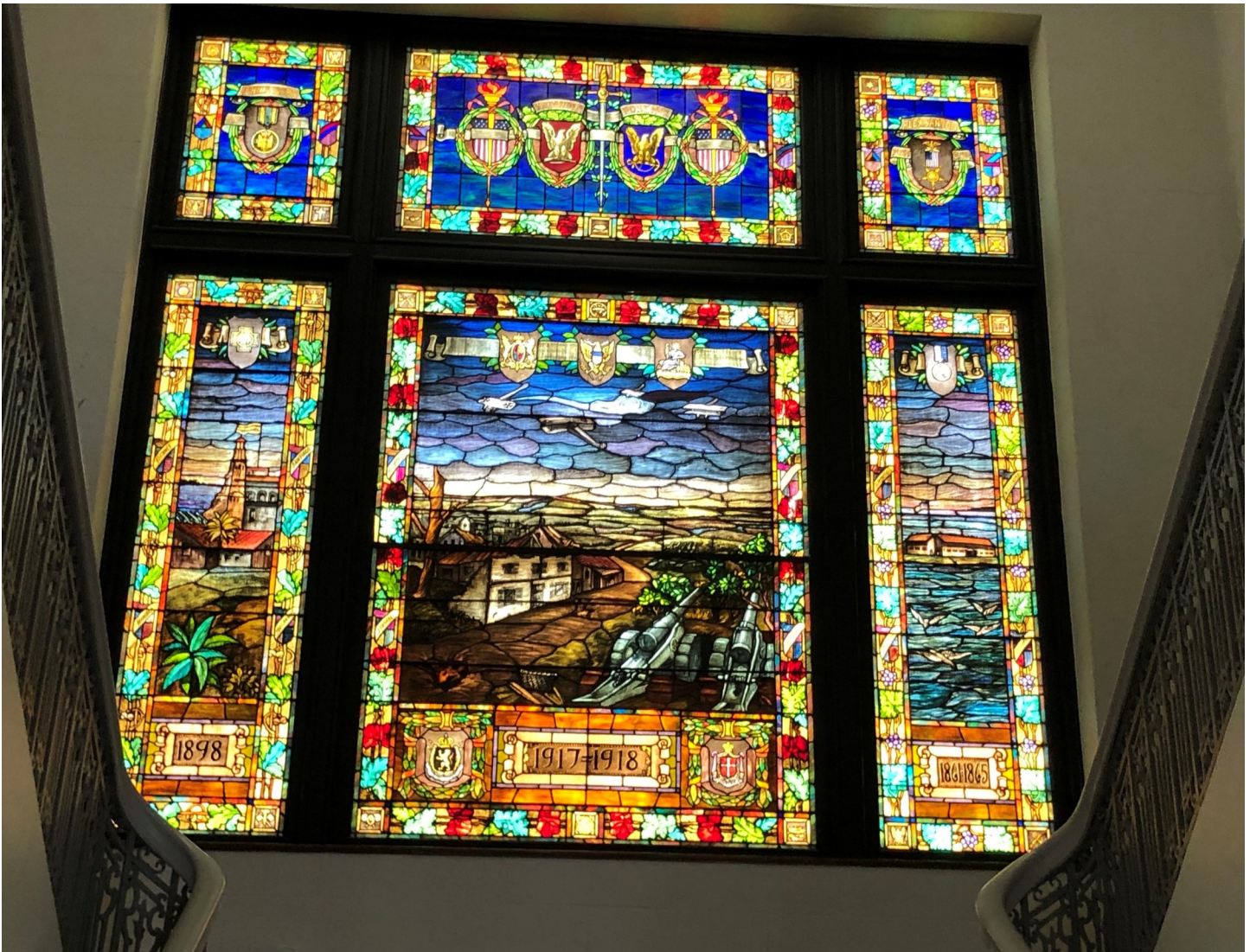


The city is business-friendly and offers incentive options when applicable. Major manufacturers include Ironwood Plastics, Jacquart Fabric Products/ Stormy Kromer, Waupaca Foundry and Burton Industries.

A strong sense of volunteerism and community involvement is another of the threads uniting the different neighborhoods with both new and long-term residents of the city. Hundreds of volunteers annually put on numerous local events, including 1st Fridays, Festival Ironwood, the Jack Frost parade, Snowmobile Olympus, the Red Bull 400, the Emberlight Music Festival, music performances and Broadway plays, the Sisu Ski Fest, Bridges and Bluffs half-marathon, and Mount Zion Snowcross.

The city has a vibrant and award-winning Ironwood Comprehensive Master Plan, which identifies values and goals and objectives of the city commission and the community. The mission statement includes “Nurturing the tales of our past – building new trails for our future.”

The city is in one of four Upper Michigan counties that border the state of Wisconsin, and therefore is in the Central time zone; the remaining 11 Upper Michigan counties are on Eastern time. As of the 2020 census, the city has a population of 5,045, including 2,589 households of which 67.7 percent were owner-occupied. The median household income was \$27,261 and 27.7 percent of the population is age 65 or older



▶ THE ORGANIZATION

The City of Ironwood has a council/manager form of government. The city commission is made up of a five-member city commission, all elected to two-year terms, with the candidate getting the most votes among the five commissioners serving as mayor. The next election will be in November 2023. The city commission appoints the city manager, sets policy and direction, approves capital and operating budgets and major expenditures, while serving as the legislative authority through approval of ordinances and major planning initiatives.

The mayor and city commission members trust the expertise of the city manager and rely on the position's professionalism. Elected officials advocate for creativity and are supportive of improvements made to processes and recommendations advanced by city staff.

The mayor, city commission, department directors and city staff are rightfully proud of the level of excellence the city has achieved; city residents expect this high level of service to be maintained. The mayor and city commission have a solid history of working collaboratively with the city manager and city staff.

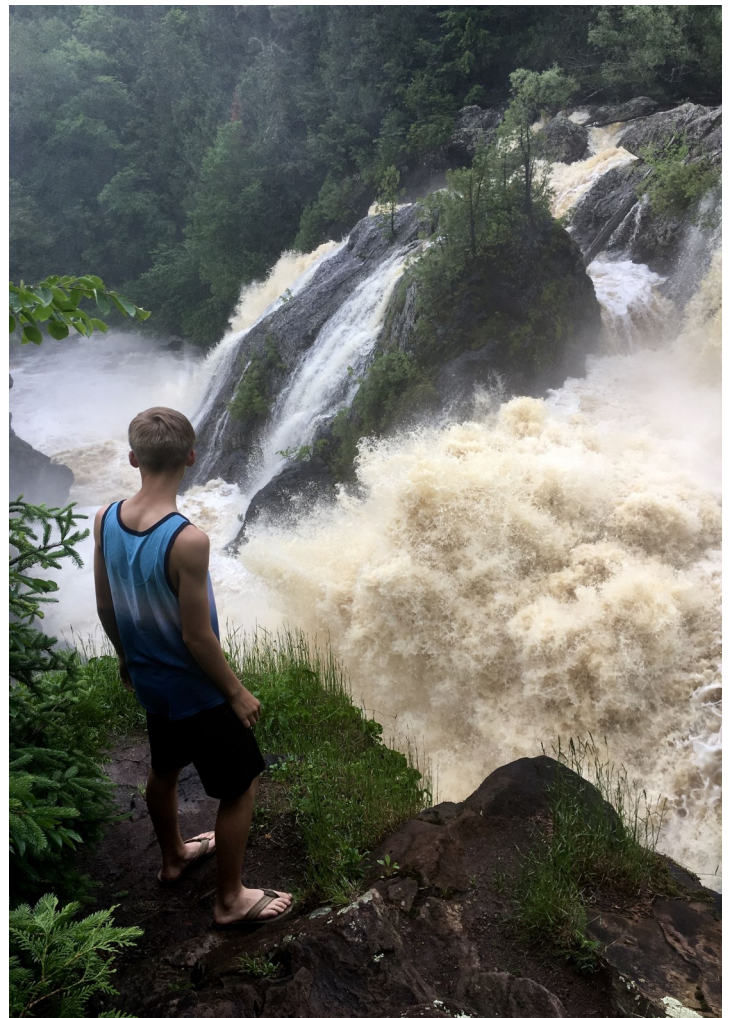
The City of Ironwood has exceedingly professional department directors, made up of the community development director, director of public safety, city clerk, finance director/treasurer, water and sewer utility manager, public works supervisor, building official, and assessor/code enforcement officer, with a total of 43 full-time employees.

The City of Ironwood operates a public safety department, in which all of the members are fully cross-trained and serve as both police officers and firefighters. Current full-time staff is 11.

The city has two unions: AFSCME for the DPW employees and three clerical employees, and POAM for the public safety officers. The city and unions have good working relations; a two-year contract with AFSCME was just ratified, and negotiations are in process with POAM now.

The city administrative operations are housed in the historic Memorial Building, opened in 1923 and built to honor veterans. The building is a two-story neoclassical structure which includes an auditorium, city offices and an American Legion post. The building was remodeled in 1996 and is on the National Register of Historic Places.

The city has a strong history of intergovernmental relations with neighboring municipalities. The city sells wholesale water to the city of Hurley, Wisconsin, and is a member – along with Hurley and the Charter Township of Ironwood – of the Gogebic-Iron Wastewater Authority. The city has a strong and active Downtown Development Authority, planning commission, parks and recreation commission and Economic Development Commission.



The city has financed and will be going forward with the construction of a \$10 million iron and manganese removal water treatment plant. The city has two water well fields, each with three wells .

Selected financial information for the city :

- FY July 1 to June 30
- Total city budget = \$15,180,000
- General fund budget = \$3,862,000
- General fund balance = \$4,013,098
- Capital assets = \$31,504,830
- Taxable value = \$99,994,933
- Total city-wide millage rate = 29.6415
 - ◆ General operating mills = 19.20
 - ◆ Public safety pension mills = 6.50
 - ◆ Library mills = 0.9598
 - ◆ Civic center mills = 0.9939
 - ◆ Street improvement mills = 1.9878
- Full-time employees = 43
- Part-time seasonal employees = 13
- Pension percent funded = 52 percent
 - ◆ Assets = \$11,670,487
 - ◆ Liabilities = \$22,599,846
 - ◆ Unfunded = \$10,929,359
- Long-term debt general obligations = \$847,525
- Long-term debt revenue/refunding = \$14,086,000



▶ THE IDEAL CANDIDATE

The City of Ironwood is seeking a dynamic municipal executive with proven local government leadership skills, small town values, a history of delivering high-quality customer service. An innate drive to involve residents, elected officials, city staff, business owners, major employers and other government officials in fashioning the next steps to maintain and continue the city's impressive growth in year-round world-class recreational opportunities, vibrant downtown and cultural activities, support current businesses and recruit additional business opportunities while maintaining a welcoming, safe and collaborative atmosphere.

To be considered as a qualified applicant, respondents should have :

- A bachelor's degree in public administration, business, finance or other relevant field of study; a MPA or MBA is preferred
- A minimum of 2 years' experience as a municipal manager with proven success, or equivalent professional management experience in business or non-profit
- Professional engineer a plus
- Residency in the City of Ironwood is preferred

The city will offer:

- Salary range = \$85,000 to \$105,000
- MERS Defined Benefit (2.0 percent multiplier) with 10-year vesting
- Generous benefit package

The new city manager will be inspirational and goal-oriented, holding themselves and others accountable to the goals and mission of the City of Ironwood. Residents are proud of the city's progressiveness, and care deeply for their city. Among other important skills expected of the next manager are:

- A commitment to diversity and inclusivity
- A sincere willingness to adhere to the city's core values including citizen engagement, citizen/customer service, credibility, cooperation and collaboration, and ethical commitment and dedication
- A record of problem solving, decisiveness, and approachability

- Personal and professional integrity, as well as trustworthiness, and the ability to inspire the confidence of elected and appointed officials, department directors, city staff, and residents
- Proven capability of interacting with people offering a wide variety of attitudes and perspectives in a wide variety of situations
- Accessibility and approachability extended toward all city residents, staff, elected officials and other stakeholders
- Demonstrated, genuine commitment to public service
- Excellence in inter-governmental relations
- Willingness to allow department directors to manage their respective departments
- Willingness to meet with citizens, business owners or other constituents on their own turf
- Support of professional training for city staff and elected officials
- Have an open-door policy
- Comfortable in a small-town atmosphere
- High-level communication, interpersonal, and human-relations skills
- Adept with technology
- Love of the outdoors
- Embrace snow (150 to 200 inches fall annually)
- Forward-thinking and monitor municipal and financial trends
- Be an aggressive grant seeker
- Continue to look for ways to improve organizational efficiency



APPLICATION PROCESS

APPLY BY CLOSE OF BUSINESS July 22, 2022

Please submit resume, cover letter, consent form, and five professional references to:

Email:

execsearch@mml.org

Subject Line: Ironwood Search

Questions can be directed to MML Executive Recruiter Glenn Anderson at ganderson@mml.org.

Candidates desiring confidentiality of their interest, as allowed for and provided by Michigan law, must indicate such in a separate subject line above the body of the cover letter.

This search is conducted by an Equal Opportunity Employer.





City of St. Ignace Downtown Development Authority

**396 North State
St. Ignace, MI 49781
(906)643-8252
DDA@lighthouse.net**

December 21, 2022

Dear Mayor Lalonde & City Council,

I am writing to present certain facts and circumstances involving the retirement plan of DDA Director Scott Marshall. This was discussed at a Finance Committee meeting in council chambers on Monday, December 19, 2022. In addition to City Manager Long, City Councilmen Williford and Gustafson were present at this meeting. Also attending were the City Clerk and MERS regional manager Terra Langham via Zoom.

Director Marshall terminated his employment in the fall of 2021, and was subsequently rehired about six weeks later. Due to his accrued leave time, Scott never missed a paycheck during this absence. When Scott was rehired, it was noted that Division 10 of the MERS plan had been closed to new hires, so Scott was assigned to Division 11. It was represented to him that all of the benefits that he had accrued under Division 10 during his prior employment were frozen and protected, and that only his future benefits would be impacted by the reduced benefit provisions of Division 11.

We recently discovered that since the rehire, all of Scott's previously earned retirement benefits have been adversely impacted because the Division 11 lowered benefit multiplier and the early retirement age have both been applied retroactively to his original date of hire with the city some 23 years ago. As a result, the projected monthly pension benefit when he retires will be approximately \$1,000 lower per month. This is inequitable and not in accordance with the representations made to Scott when he was rehired. It should be noted that this was not intentional on anyone's part, but rather a lack of understanding as to how Scott would be treated within the MERS retirement plan when he was reassigned to Division 11.

This situation can be corrected, and that begins with the City Council approving a transfer back to Division 10. Even though this is a 'closed' division, MERS has indicated that they will likely grant an exception in this case due to the circumstances, and out of basic fairness. In order to request such an exception, MERS wishes to see the City Council approve the transfer first.

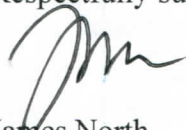
Page 2

According to MERS representative Langham, the financial impact of this transfer, if approved, will be 'insignificant'. Despite the higher multiplier in Division 10, the increased early retirement age in Division 11 will mitigate the actuarial expense relating to Scott's benefit. MERS estimates the difference at about \$100 per month of extra expense. And please bear in mind that this is a line item in the DDA's annual budget, not the City's budget.

With the impending and abrupt departure of City Manager Long, I want to make sure that this issue does not go unresolved. One of the comments at the Finance Committee meeting was that the council did not have any advance documentation of the issue, so I hope that this letter will help to fill that void.

Out of fairness and in light of the insignificant financial impact, I respectfully request that the City Council approve the transfer of Scott Marshall back to MERS Division 10, and further to authorize the City Clerk to initiate the process within MERS of seeking the necessary approval to complete this action.

Respectfully submitted,



James North
Chairman, City of St. Ignace DDA

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of December, 2022, by and between the Downtown Development Authority of the City of St. Ignace, State of Michigan, hereinafter called “Employer,” as party of the first part, and Scott J. Marshall, hereinafter called “Employee”, as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Director of the DDA; and

WHEREAS, it is the desire of the Governing Board of Employer hereinafter called “Board”, to provide certain benefits, establish certain conditions of employment and set working conditions of said Employer, and

WHEREAS, it is the desire of the Employer (1) to secure and retain the service of Employee and provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee’s services at such time as he may be unable fully to discharge his duties or when Employer may otherwise desire to terminate his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Director of said DDA:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

SECTION 1. Duties:

Employer hereby agrees to employ said Scott J. Marshall as DDA Director to perform the functions and duties of said position, and to perform other legally permissible and proper duties and functions as the Employer shall from time-to-time assign.

SECTION 2. Term:

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this agreement.
- C. Employee agrees to remain in the employ of Employer until December 31, 2023 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. The term “employed” shall not be construed to include occasional teaching, writing, consulting or military reserve service

performed on employee's time off, the same to be such so as not to be in any way conflicting to Employee's general duties to Employer.

- D. In the event written notice is not given by either party 30 days prior to the termination date as herein provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional one-year period unless one party gives 30 days written notice to the other party that the party does not wish to extend this agreement for an additional one-year term.

SECTION 3. Suspension:

Employer may suspend Employee with full pay and benefits at any time during the term of this agreement, but only if:

- 1. A majority of the Board and Employee agree, or
- 2. After a public hearing, a majority of Board votes to suspend Employee for just cause provided, however, that employer shall have given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges.

SECTION 4. Termination and Severance Pay:

- A. In the event Employee is terminated by the Board before expiration of the term of employment while Employee is willing and able to perform his duties under this agreement, Employer agrees to pay Employee a lump sum cash payment equal to 2 months' aggregate salary. However, in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.
- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or Employee resigns following a suggestion, whether formal or informal, by the Board that he resign, then Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.
- C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer one (1) month notice in advance, unless the parties otherwise agree.
- D. In the event the DDA should cease to legally exist according to any federal, state or local ruling, the employee shall be considered to be terminated, unless his employment is assumed by the City of St. Ignace.

SECTION 5. Disability:

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A. Employee shall be further compensated for any accrued benefits to which he is entitled under this Agreement.

SECTION 6. Salary:

Employer agrees to pay Employee for his services rendered pursuant hereto:

- A. Salary is based on a minimum 40 hours per week (2,080 hours annually).
- B. Employer agrees to pay Employee an annual base salary of \$54,747.00, payable in installments at the same time as other employees of the City of St. Ignace are paid.
- C. Employer agrees to review said base salary and/or other benefits of Employee in such amounts and to such extent as the Board may determine that is desirable to do so on the basis of an annual salary review.

SECTION 7. Performance Evaluation:

- A. The Employer may review and evaluate the performance of Employee at least annually, and more frequently if deemed necessary by Employer. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Further, the Employer shall provide the Employee with a summary written statement of findings and provide an adequate opportunity for Employee to discuss his evaluation with them.
- B. Annually, the Employer and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the DDA and in the attainment of the objectives of Employer and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, Employer and Employee mutually agree to abide by the provisions of applicable law, and to the provisions of the DDA Ordinance.

SECTION 8. Hours of Work:

- A. It is understood Employee will be expected to devote a total of forty (40) hours per week during a regular workweek.
- B. Employee will keep a regular schedule of office hours each week.
- C. It is recognized that Employee must occasionally devote time outside of normal office hours for business of the Employer, and to that end, Employee will be allowed to adjust his work schedule for the week accordingly. No compensatory time shall be earned or accumulated.

SECTION 9. Vacation, Sick and other Benefits:

Employee shall earn and receive benefits as follows:

- A. Paid Absences:
 - 1. Holidays (New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Christmas Eve, New Year's Eve.
 - 2. Employee's Birthday.
 - 3. Personal Day (1-4 yrs. = 1 day; 5-15 yrs. = 2 days, over 15 yrs. = 3 days).

4. Vacation Accrual – 9.23 hrs./pay period, equating to 240 hours annually. **Maximum accumulation of 200 hrs.** Accrued and unused vacation time, not to exceed 40 hours, may be turned in and a payout requested in March, June and September of each year during this contract.
5. Sick Time Accrual – 3.69 hrs./pay period. Maximum accumulation of 400 hrs.

B. Retirement and Longevity:

6. MERS Division 10, General Non-Union-Employee will be eligible for retirement benefits to the same extent as other salaried department heads of the City of St. Ignace in effect at the time of Employee’s original hiring date.
7. 457 Plan—Employee is eligible to participate in both the Standard and the MERS 457 programs.
8. Annual Longevity Bonus –
 - a. Years 1 - 29 years = 4% (of previous year’s wages)
 - b. 30 and up year = 5%

B. Health Insurance:

1. Employer agrees to pay directly to the City of St. Ignace the amounts due to cover health insurance benefits accorded to other salaried department heads of the City of St. Ignace for Employee and family on behalf of Employee. ~~Coverage effective as of December 1, 2022.~~

SECTION 10. Outside Activities:

Employee shall not spend more than twenty (20) hours per week in non-employer connected business as defined in paragraph 2C without the prior approval of Employer.

SECTION 11. Automobile and Cellular Phone:

When Employee uses his automobile for accomplishing work described in his job description, the Employer will pay a sum per mile, based on City of St. Ignace mileage allowance rate, for travel outside of the city, directly to the Employee. In addition, Employee shall receive a \$75.00 per month allowance for his cellular phone service.

SECTION 12. Dues and Subscription:

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of Employer.

SECTION 13. Professional Development:

- A. Employer hereby agrees to budget for and to pay travel and subsistence expense of Employee for professional and official travel, meetings, civic club membership, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, and such other national, regional, state and local governmental groups and committees of which Employee serves as a member.
- B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of Employer.

- C. Employee agrees to obtain prior approval of the DDA Board for planned professional development activities, and he will be prepared to provide a subsequent report to the DDA Board on what was learned.

SECTION 14. General Expenses:

Employer recognizes that certain expenses of a non-personal and generally job-affiliated in nature may be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Clerk is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 15. Indemnification:

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. Employer will compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon. Willful torts and criminal acts are excepted.

SECTION 16. Bonding:

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 17. Other Terms and Conditions of Employment:

- A. The Employer, in consultation with the DDA Director, shall fix any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the DDA Ordinance or any other law.
- B. All provisions of the DDA Ordinance, regulations and rules of Employer, and working conditions as now exist or hereafter may be amended, also shall apply to Employee as they would to employees of the City of St. Ignace.

SECTION 18. No Reduction of Benefits:

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the DDA.

SECTION 19. Notices:

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 1. EMPLOYER: City of St. Ignace Downtown Development Authority (DDA)
396 North State Street
St. Ignace, MI 49781
- 2. EMPLOYEE: Scott J. Marshall
893 West Lant Rd.
St. Ignace, MI 49781

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20. General Provisions:

- A. This agreement, together with the attached job description, shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of employee.
- C. This agreement is effective commencing **January 1, 2023**.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands on the _____ day of _____, **2022**.

WITNESS:

DDA/CITY OF ST. IGNACE

James R. North, DDA Chairman

WITNESS:

EMPLOYEE

Scott J. Marshall

Invoices for Approval
Monday, January 9, 2023

Bam Tools	Water Plant Supplies	\$127.04
Charles J. Palmer P.C.	December 2022 Attorney Fees	\$5,210.00
CivicPlus	Website Annual Payment	\$2,100.00
Crane Engineering	WISA Air Pump	\$626.20
Culture Code	Hosting & Maintenance 2023	\$600.00
Dinges Fire Company	SIFD-SCBA Bottles	\$10,164.00
George's Body Shop, Inc.	Backhoe Front Tires	\$630.00
GME Supply Co.	SIFD-SUPPLIES	\$3,645.36
GoDaddy.com	Domain Renewals	\$79.96
Hawkins	Water Plant Chemicals	\$2,393.21
Kimball Midwest	DPW-Supplies	\$343.15
Mackinac County Clerk	November 2022 Election Costs	\$351.71
Meyer Ace Hardware	December 2022 Statement	\$1,679.64
MI Municipal Risk Mgmt.	Insurance Retention - January 2023	\$3,500.00
MI Municipal Risk Mgmt.	Insurance General - January 2023	\$55,064.00
Michigan State Firemen's Assoc	SIFD-2023 Firemen's Association	\$75.00
Michigan State Police	Token Fee from 10/1/2022-12/31/2022	\$33.00
Michigan Steam	Street Broom/Detail Brushes	\$342.39
National Office Products	December 2022 Statement	\$1,832.05
NCL	WTR/WWTR Plant Supplies	\$2,419.37
Oscar W. Larson CO.	Marina Seasonal Shutdown	\$798.76
OTIS	WTR Plant Yearly Maintenance Service	\$1,511.16
Pro-Tech Sales	SIPD-Uniform Order Sept. 2022	\$1,317.00
Quill	Central Office Supplies	\$286.52
R&R Fire Truck Repair	SIFD-Maintenance and Pump Testing	\$7,052.28
Safety-Kleen Systems Inc.	Washer Solution	\$179.74
Seewald's Towing	SIPD-Tow	\$150.00
St. Ignace Auto	December 2022 Statement	\$370.14
State of Michigan-Boiler Div	Boiler Inspection Invoice	\$745.00
Steven H. Schwartz & Assoc.	D. Long Attorney Fees Per Separation Agreement	\$1,000.00
Sutphen Corporation	SIFD Fire Truck Deposit	\$320,000.00
The St. Ignace News	December 2022 Statement	\$826.65
United Laboratories	Cold-Bac Bio Sewer Line	\$391.44
USA Bluebook	Wastewater Plant Supplies	\$452.71
USGA	2023 Membership	\$150.00
Van Sloten Enterprises, Inc.	Golf Sand	\$1,343.75
Witmer Public Safety	SIFD-Rescue Supplies/Petzel Helmets/	\$4,010.15
		\$431,801.38

William LaLonde

Michael Williford

Robert St. Louis

Thomas Cronan

Paul Fullerton

Kayla Pelter

Donald Gustafson

ST IGNACE PLANNING COMMISSION ANNUAL REPORT
2022

TEMPLATE AND FORMAT FROM MEDC RRC LIBRARY, WITH THANKS FROM THE PLANNING COMMISSION

1. Introduction The chair thanks the members of the St. Ignace Planning Commission for their excellent, dedicated and thoughtful work. The PC is a volunteer board, appointed by the Mayor and approved by City Council. The principal task of the Planning Commission is to implement the Master Plan. In the year 2022, the PC wrote regulations, amended the zoning code, and made recommendations related to improving housing, walkability, and place making in the City. The PC and the Zoning Board of Appeals, together with City Staff, reviewed and acted on requests by community members to address questions related to the zoning code.

2. Purpose of this report

- As per the Michigan Planning Enabling Act:
“A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”
- Increases information-sharing between staff, boards, commission and the governing body
- Allows for anticipation of upcoming issues and priorities, in order to prepare and budget, if necessary
- Opportunity for all of us to thank board and commission members for their time and good work

3. Membership

Planning commission member	Term expiration
Jim Drazé (vice chair)	12/2023
Rick Perry	12/2024
Rachel Conant (secretary)	12/2024
Cindy Snyder (alternate secretary)	12/2023
Mike Williford (council representative)	12/2025
Tharan Suvarna	12/2025
Betsy Dayrell-Hart (chair)	12/2023

4. Meetings *(MPEA requires four meetings annually)*

The Saint Ignace planning commission met 12 times. This meets the requirements of the MPEA. Additional work sessions and Public Outreach sessions were also scheduled and attended by the PC.

5. Master plan review

The Master Plan action plan was addressed: PLEASE SEE ** BELOW, ADDENDUM 2 for goals achieved and postponed.

Boards and Commissions have been encouraged to develop bylaws and training plans for their members; most have completed these documents. The PC continues to encourage elected and appointed officials and members of the city staff to engage in continuing education, which benefits the City as a whole, its residents and business owners.

From our MP action plan table - progress, actions completed, and priorities for 2023

The Planning Commission uses our Master Plan 2019-2039 as a guide to all of our planning efforts for the City. Action Plan efforts that were delayed due to the COVID 19 Pandemic have been re-started; new dates of expected completion can be entered at the 5 year review in 2024 along with any amendments that may be needed. No amendments are recommended at this time.

***See attached list of goals attained and postponed.

6. Zoning ordinance amendments

Camping Ordinance Chapter 38 Article IV Supplementary Regulations - Camping, Public hearing 6/29, recommended to council by PC 7/12, Adopted by Council July 2022, amended August 2022 by request of Building Inspector and City Manager - allowed property owner to reside in a temporary shelter on property during construction with oversight and active permit (Adopted but not yet codified)

Chapter 6 sec 6 building code- changed interval for inspection of rental units to Q 3 years to be consistent with zoning code requirements of same (*details in addendum 1)

Chapter 38 Article III (*details in addendum 1)

R1 allowed lot coverage increased from 25 % to 35%

Allow additional dwelling unit within large R1 dwellings by right

Allow 2 separate dwelling units on R2 property

Residential housing dimensional requirements deleted; reverted to MI code

Mobile Vending Ordinance -amendment to St. Ignace Code: Peddlers and Solicitors Ordinance Articles I and II, adopted July 5 2022

Recommended by PC but not adopted by Council: remove variance requirement for category 2 STRs in residential districts and add STR to the list of allowed uses by right, providing that the property owner holds a valid current STR permit.

rezoning requests

1 request was supported by PC and granted by council

June 2022 Webb Property 200 S. Airport Road (Sec. 7, T4ON, R3W Parcel F) R2 rezoned to R3 multi family

PLAN FOR ZONING CODE AMENDMENTS

A full update and rewriting of the zoning code is scheduled for 2023, with assistance of Beckett-Raeder and funding from MEDC and the City of St. Ignace. Work with the steering committee and B-R is scheduled to begin in January 2023.

7. Development reviews (*consult your project tracking mechanism to fill in this information*)

The City Site Plan Review Team met with a property owner and his consultants to review plans for a hotel at 1141 North State Street in the TBA district. The site plans were in compliance with City Ordinances; no PC site plan review is required.

8. Variances (*Review actions taken by the Board of Zoning Appeals; request summary from BZA*)

May - September 2022 The ZBA granted variances for 16 category 2 STRs in R1 and R2 neighborhoods, and denied 1.

July 2022- Denied variance to allow a storage unit to be constructed on Grondin St. in the TBD

October 2022 allowed a variance for a funeral home to operate within the Zion church on State Street in the R1 district.

November 2022: The ZBA granted a variance to Russell Ave. Holdings LLC, for property at 1030 N State Street to allow construction of a hotel that is 2 feet taller than allowed by right in the TBD .

9. Actions by legislative body (*actions taken by the legislative body related to planning and development*)

Adopted amendments to zoning ordinance, STR Ordinance, Peddlers and Solicitors Ordinance (Permitting of Visitor's Bureau event vendors still needs to have details addressed) and adopted and later amended the camping ordinance discussed above.

Council denied a request by a property owner to cut down city owned trees in order to improve a view of the water from an existing structure.

Council interacted with a property owner who illegally cut down city owned trees on the City Golf Course

Council held workshops and meetings to plan and schedule local street repairs beginning in 2023

Council approved reports by the DPW chief regarding capital asset planning.

10. Zoning map

No amendments or changes were made to the physical map by the planning commission; zoning map will be updated, with a complete redesign, during the rewriting of the zoning ordinance in 2023

11. Trainings attended (*This is not a complete list; some planners attended webinars that they did not report during PC meetings*)

Rick Perry total hours 15: 13 hours Health Safety and Welfare training, 6 hr online classes, 9 hr webinar
Jim Drazo > 10 hr direct contact meetings with MEDC and USDA/RD staff; > 40 hr study of policy documents of same, 2 hr parking walk-around for DDA presentation with Tom Neff, 4 + hr attended St. Ignace School Board meetings for outreach and
Cindy Snyder MML Live with the League Session, every other Monday, attended in July and in October, November, and December
Betsy Dayrell-Hart June 16 Stormwater management at the Rural/Urban interface June 16 6:30-7:30PM TA advisory Council quarterly 1.5 hr MCP cohort study group quarterly 2 hr, presentation to MCP group November 22
Planning and zoning for solar energy development 2 hr May 2022 Fiscally Ready Communities series 1.5 hr January, February, April, 2022 MSUE topics: Rethinking Local Government Budgeting, State Preemption of Local Authority in Michigan, Sustainability Efforts in Local Government
Webinar MAP Zoning A-Z March 10 2 hr Connecting Community Developers event, CEDAM, Mackinac City, July 27 2 hr Michigan Association of Planning yearly forum meeting October 12-14 10 hr Planning Topics
Rachel Conant and Mike Williford MAP Planning and Zoning Essentials 4 hr webinar 2022

12. Joint meetings

List any joint meetings PC and ZBA - to discussed approaches to STR ordinance and requests for variances, permitting process and other related topics. April 2022

*Addendum 1: Ordinance Amendments
(amendments to the code, adopted but not yet codified)
changes to the St. Ignace Zoning Code, Chapter 38

Introductory information. Add to **Sec 6-62. Additions, insertions and changes.**

Michigan Building Code this is for new construction, additions, and some alterations.
Michigan Residential Code this is for new construction, additions, and some alterations.
International Property Maintenance Code this is for existing non-family properties
“Single State Construction Code” no longer appropriate.

CD 38:10.1 Article II ADMINISTRATION AND ENFORCEMENT
DIVISION 1. GENERALLY
Sec. 38-31

This section describes the requirements for building permits, refers to construction regulations
“ showing that the construction proposed is in compliance with the provisions of this chapter,
and with the single state construction code or other building regulations now in effect or
hereafter adopted.”

No changes required

page CD 38:13
ARTICLE III. DISTRICT REGULATIONS
DIVISION I. GENERALLY

No changes required

DIVISION 2. R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

page CD38:16

Sec. 38-122 Floor space area and volume

(2) Delete current language, **change to: Floor space and area shall be in compliance with current State of Michigan Residential Code.**

Page 38:17
Sec. 38-128 Lot coverage

No lot in the R-1 District shall be occupied by buildings to an extent greater than 25% of the total lot area.

change to 35%

DIVISION 3. R-2 TWO-FAMILY RESIDENTIAL DISTRICT
Sec. 38-151 Description of District; permitted uses

(2) Two-family dwellings.

Page 38:18
Sec. 38-152. Floor Space area and volume.

(2) change “a minimum total floor area of 800 square feet” to **Floor space and area shall be in compliance with current State of Michigan Residential Code.**

(4) change A two-family dwelling unit **Floor space and area shall be in compliance with current State of Michigan Residential Code.**

page 38:19

Sec. 38-159. Rear dwellings prohibited **Delete this section**

page CD38:19

DIVISION 4. R-3 MIXED RESIDENTIAL DISTRICT

Sec. 39-181. Description of district; permitted uses.

(2) Multifamily dwelling. All multi-family dwellings **Floor space and area shall be in compliance with current State of Michigan Building Code.**

Sec 38-182. Floor space area and volume

Delete (2), (3), (4) replace with **Floor space and area of one-family, two-family and multi-family dwellings shall be in compliance with current State of Michigan Building Code.**

CD 38:21

DIVISION 5. R-4 MOBILE HOME PARK DISTRICT

this division refers to compliance with Michigan Public Act No. 96 of 1987. Leave as is except for any needed updates refer to changes made by the State of Michigan

DIVISION 6. CBD CENTRAL BUSINESS DISTRICT

page CD38:22

(16) refers to sec. 38-182, which refers to 38-152, which is R2

Delete “The number of units allowed shall be in accordance with section 38-182 and”,

change to **Floor space and area shall be in compliance with current State of Michigan Residential Code, or State of Michigan Building Code, whichever is appropriate.**

CD38:3 (d) Construction. “Construction shall comply with **current State of Michigan Residential Code, or State of Michigan Building Code, whichever is appropriate.**”

page CD 38:23

DIVISION 7. GBD GENERAL BUSINESS DISTRICT

(10) Dwelling units are allowed... The number of units **Delete: “allowed shall be in accordance with section 38-182 and shall comply with the single state construction code.” ADD “and floor space area shall be in compliance with current State of Michigan Residential Code, or State of Michigan Building Code, whichever is appropriate.”**

page 38:24

DIVISION 8. TBD TOURIST BUSINESS DISTRICT

DELETE (10) (13), (14) REPLACE WITH “Number of units, floor space and area for residential dwellings shall be in compliance with current State of Michigan Residential Code, or State of Michigan Building Code, whichever is appropriate.”

page CD38:27

ARTICLE IV. SUPPLEMENTARY REGULATIONS

SEC. 28-351

DELETE “ except said conversion is not allowed in the R-1 district”

page 38:28

Sec. 38-359. Non-family dwellings, one or two units (houses or duplexes) boarding houses, shared houses, group houses.

In paragraph 1, **delete** “with a minimum of seven-foot-six-inch ceiling height and must provide no less than 240 square feet in R2, etc. ...and no less than 200 gross square feet per occupant in the tourist business district.”

Replace with “In all non-family dwellings, number of units, floor space and area for residential dwellings shall be in compliance with current State of Michigan Residential Code, State of Michigan Building Code, or International Property Maintenance Code, whichever is appropriate.”

Sec. 38-360 Non-family dwellings, three or more units (apartments).

delete “Non-family dwellings... in the tourist business district.” (the entire first sentence)

replace with “Number of units, floor space and area in non-family dwellings for three or more persons shall be in compliance with current State of Michigan Building Code, or International Property Maintenance Code, whichever is appropriate.”

leave the second sentence regarding distance between allowed non-family dwellings in the TBD.

Proposed changes to Chapter 6 Buildings and Building Regulations

page CD6:1 - 6:11

change- Chapter 6,

ARTICLE II, section 6-31,

“Pursuant to section 8b(6)... 1986 PA 54.

ADD “*The City shall administer and enforce all subsequent updates, revisions and corrections to these statutes passed by Michigan Legislature and signed into law by the Governor of Michigan.*”

ARTICLE III, section 6-61,

“The International Property Maintenance Code, 2003 edition”

ADD: “*and any subsequent editions adopted by the State of Michigan*” ...is hereby adopted...

Chapter 6

Page CD6:4 sec 6-63

(b) exceptions

(2) Delete “Transient rental dwelling units such as hotels, motels and bed and breakfast.; change to “Transient rental units in hotels and motels”

Page CD6:5 Sec 6-65)

(1)b. Change “six” to “three”

(2) “Housing maintenance certificates shall be for a period of three years from the date of issuance unless otherwise revoked, and may be renewed upon compliance with the

International Property Maintenance Code for successive periods of three years. Inspections shall only be required when adding a new rental or upon valid complaint.

38-363 (leave as is)

“All rental dwellings in the city must be registered and certified by the owner to be in compliance with all city ordinances, all Michigan Code regulations, including chapter 6 buildings and building regulations and chapter 38 zoning. Registration and certification of a rental unit shall occur yearly. The property owner shall re-register and certify each rental dwelling with the city 30 calendar days prior to the expiration of the registration of the rental dwelling.

Registration fees will be set and updated as needed by city council.

Inspection will assure compliance with city ordinances relating to building codes and zoning ordinances. All non-transient rental dwellings shall be inspected by the designated city official **at least once every three years**. Prior to conducting inspections of currently occupied rental dwellings the city may issue a temporary certificate of compliance. The inspection shall not, however, eliminate the owner's responsibility to register and certify such rental dwellings every year. Nothing in this section shall preclude the inspection of any rental dwelling more frequently than...”

ADDENDUM 2

***** ACTION PLAN GOALS ACHIEVED: (List of action plan items followed by related numerical MP Goal)**

Develop and implement a Capital Improvement Plan 1.1.2

Support renovation of the new Michilimackinac Historical Society and the relocation of the Fort de Buade Collection.
IN PROGRESS 4.3.3

Develop an asset management plan for all community assets IN PROGRESS- DPW CHIEF 1.1.2

Signage ordinance aligned with Zoning Code AT ZONING CODE UPDATE 2.2.1

Improve signage on roads and trail consistent with themes and goals of the Master Plan and other City
Departmental Plans IN PROGRESS, DDA 2.2.2

Update Zoning Code To allow for higher density, mixed use housing with business, implement form-based code
BEGINNING JANUARY 2023, BECKETT-RAEDER 3.2.2

Update Zoning Code to reflect modern taste, walkability and set-backs WITH ZONING UPDATE 4.2

Develop and support a local Arts Council DONE DEANNA DRAZE, Project Facilitator/Organizer 4.3.4

City website upgrade 1.1.6

Iron Belle Corridor Development UNDER CONSIDERATION, DDA, (PRIMARY DISCUSSION IS BICYCLE AND
PEDESTRIAN PATHWAY) 6.2.3

Develop a Downtown Parking Plan IN PROGRESS, PC/DDA (CURRENT PARKING MAP WAS DONE BY EUP
PLANNING) 5.2.1

Develop a plan to obtain funding for improved streets and lighting IN PROGRESS, DDA AND STREETS
DEPARTMENT 2.1

Develop a covered pavilion for a meeting space and market (BUILT ON THE GROUNDS AT THE MUSEUM OF
OJIBWA CULTURE) 4.3.1

Installation of pollution sensitive street lighting throughout the downtown LIGHTS REPLACED WITH LED BULBS,
LIGHT DIRECTED DOWNWARD 2.1.2

ACTION PLAN GOALS NOT ACHIEVED BUT NOT REMOVED FROM ACTION PLAN

Establish a Water Trail Steering Committee 6.2
City engagement in a land bank 1.2.5

Ferry Lane Corridor Plan for Mixed-Use 3.2.4
Develop a plan to move garages to Cheeseman road property 3.2

Update Cohesive trail interpretive signage 2.2.2
Develop a Transportation Authority 5.4

PRIMARY GOALS OF THE PC FOR 2023

Revision and upgrade of the zoning code with emphasis on removing barriers to housing development and to updating city standards to reflect current and near-future demographic changes in our population

FROM OUR MP ACTION PLAN TABLE: 2023 **GOALS**

Revise Capital Improvement Plan and procedure development - *SCHEDULED for March 2023 - COMPLETED December 2022, DUE TO GREAT EFFORT ABILITY OF THE ASSISTANT TO THE CITY MANAGER, STEPHANIE BAAR 1.1.1*

Encourage development of a light industrial park Scheduled for May 2023 3.2.4, 1.2.3

Build water run off abatements, add plantings as buffers along the waterfront; clean shoreline. Scheduled for August 2023 7.1.3 (Spring clean-up by volunteers and organized by the Mackinac County Wellness Coalition, St. Ignace Public Library, and LBE. PC hopes to hold discussions related to water run-off (DPW) and shoreline buffers (DPW, possible collaboration with MSU Master Gardener program and Costal Planning and Zoning trainings)

Collaborate regionally to plan and develop regional recreation facilities, e.g., aquatic center, velodrome, outdoor skate park, outdoor ice rink Scheduled for October 2023 6.2.5 (possible collaboration with EUP Planning)

Finance Committee

01-05-23

2:00pm

City Council Chambers

Present: Mayor Willie LaLonde, Councilmember Mike Williford, Councilmember Don Gustafson

Others Present: City Clerk-Treasurer Andrea Insley, Assistant to the City Manager Stephanie Baar, DDA Director Scott Marshall, DDA Chair Jim North, Interim Police Chief Al Mitchell, DPW Director Bill Fraser

Meeting called to order at 2:00 pm

DDA Director Retirement Plan:

This issue was also discussed at the previous Finance Committee meeting. MERS has advised that the City must approve the transfer of Mr. Marshall back into his original retirement division before they begin processing the transfer. Upon being rehired last Fall, Mr. Marshall's retirement benefit was reduced by almost \$1,000/month per his new division provisions. The committee recommends that the transfer be approved, but Mayor LaLonde notes that he is concerned about setting a precedent for doing so. Mr. Marshall's employment contract will be deliberated at Monday's meeting, with the language updated to reflect the proposed retirement change.

Interim City Manager Discussion:

Mr. Fraser informs the committee that, were he being considered for the role, he is not interested in being appointed Interim City Manager. Mayor LaLonde proposes an "Interim City Management Team" composed of Mr. Fraser, Ms. Insley, and Ms. Baar, as they handle many day-to-day operations and would likely be heavily assisting any other Interim Manager. He also proposes temporary wage increases for the duration of any increased duties. If any major decision were needed to be signed off on, they could be delegated to the Mayor. The Council will discuss the matter as a whole on Monday, and review the job description and advertisement.

PD Staffing:

Officer Uphold has put in his notice as a full-time officer, and will be moving to part-time, due to the cost and time of his commute. Currently the department consists of four full-time officers, but will be down to three full-time and one part-time in mid-January. The department will be hiring for a full-time officer, and their budget allows for this. They may also need to consider more hiring dependent on who is hired as Police Chief.

2023 Budget Review:

Some budget amendments will be needed at the January 23rd meeting to reconcile the appropriations bill with budgeted expenditures. These amendments will be centered on the ARPA Fund (\$60,000 for the fire truck purchase) and the DDA & Museum funds, plus any other needed changes.

Employee Contract Renewals:

Three employee contracts will be expiring this Spring—Joe Stearns, Kurt Ney, and Stephanie Baar. The committee has expressed their desire to have employee contracts contain uniform expiration dates, rather than spread out through the year. A Negotiations meeting will be scheduled in the near future regarding these contract renewals.

State Correspondence Update:

The Council previously received copies of a letter from the State of Michigan requesting information regarding audit deficiencies. Certain items need more time to be completed, and others require clarification. Ms. Insley is in contact with them regarding these requests, and will keep the Council updated accordingly.

Other Items of Discussion:

Ms. Baar notes that the Sutphen Fire Truck financing agreement will be on Monday's Council agenda, but was not received in time to be reviewed at the committee meeting.

Meeting adjourned at 2:56pm