

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

Topic: City Council Meeting

Time: Oct 4, 2021 07:00 PM Eastern Time (US and Canada)

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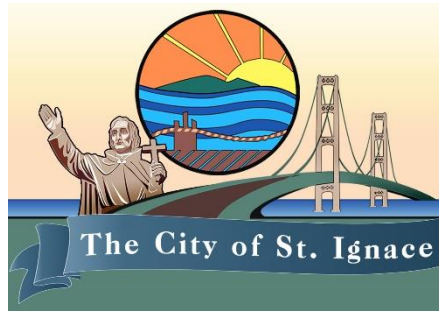
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CITY COUNCIL MEETING

St. Ignace, Michigan

Monday, October 04, 2021 – 7:00 p.m.

City Council Chambers/Virtual Hybrid Attendance Meeting

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

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) Additions to Agenda
- 6) Public Comment (3-minute limit)
- 7) Consideration of Minutes of September 20, 2021
- 8) Old Business
 - A. Sale of City Property via Realtor—Proposals
- 9) New Business
 - A. SAFA Board Requests
 - B. Tank Inspections Proposal
 - C. Proclamation—Brian Peterson Retirement
 - D. Mayor’s Letter—Scott Marshall
 - E. Reschedule November 15th Council Meeting
- 10) Consideration of Bills
- 11) Public Comment (3-minute limit)
- 12) City Manager’s Report
 - a. Budget Draft
- 13) Committee Reports
- 14) Council Member Comments

***City of St. Ignace is an equal opportunity employer and provider
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**City of St. Ignace
Council Proceedings
(Unofficial)**

A Regular Meeting of the St. Ignace City Council was held on Monday, September 20, 2021, in the City Hall Council Chambers as a hybrid attendance meeting, with Zoom video conference available.

The meeting was called to order at 7:00 p.m. by Mayor Litzner, followed by the Pledge of Allegiance. Councilmember Clapperton gave the invocation.

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

ABSENT: None.

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

ADDITIONS TO THE AGENDA – None.

LIMITED PUBLIC COMMENT

Public comment was received regarding the proposed Personnel Policy Handbook and the City contribution to EUPConnect.

CONSIDERATION OF MINUTES OF THE SEPTEMBER 8, 2021 REGULAR COUNCIL MEETING:

It was moved by Councilmember Pelter, seconded by Councilmember LaLonde, to approve the minutes from September 8, 2021, as presented.

Roll Call Vote

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

No: None.

Motion carried unanimously.

OLD BUSINESS

A. FIRE TRUCK LEASE

The City of Mackinac Island has offered the City of St. Ignace a 1990 Spartan Ladder/Fire Truck for a leased term of 10 years, paying \$1.00 annually.

It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember LaLonde, to approve the lease agreement for the ladder truck.

Roll Call Vote

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

No: None.

Motion carried unanimously.

B. RESOLUTION EUP CONNECT COLLABORATIVE

EUP Connect Collaborative-Resolution to Partner

The following resolution was offered for adoption by Councilmember Pelter, seconded by

Councilmember Fullerton:

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

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

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

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

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

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

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

Therefore, the Eastern Upper Peninsula Intermediate School District has developed the EUPConnect Collaborative and will serve as its fiscal agent.

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

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

Be it resolved that the City of St. Ignace, County of Mackinac, Michigan will act in support of EUPConnect Collaborative with the primary objective to manage the coordination of work and resources for all working toward equitable affordable connectivity for all citizens in the EUP.

Furthermore, be it resolved that the City of St. Ignace, County of Mackinac, Michigan will provide \$7,294 of direct support to the EUPConnect Collaborative.

Furthermore, be it resolved that the City of St. Ignace, County of Mackinac, Michigan will provide contractors of EUPConnect Collaborative with the easements needed to expand existing fiber networks.

Furthermore, be it resolved that the City of St. Ignace, County of Mackinac, Michigan will work with EUPConnect Collaborative to apply for grants to expand existing fiber networks.

I hereby certify that this resolution was passed by the City of St. Ignace City Council at a regular monthly meeting held on September 20, 2021.

Roll Call Vote

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

Nays: Councilmember LaLonde.

Absent: None.

Resolution declared Adopted.

NEW BUSINESS

A. FALL FEST & PUMPKIN ROLL RESOLUTION

RESOLUTION

The following Resolution was offered for adoption by Councilmember Pelter, supported by Councilmember Clapperton:

WHEREAS, the St. Ignace Chamber of Commerce requests permission to conduct the Fall Festival & Great Pumpkin Roll; and

WHEREAS, event requires the usage of Goudreau, Ellsworth and Marquette Streets and the Little Bear East Community Center parking lots; and

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

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

NOW THEREFORE BE IT RESOLVED, that the St. Ignace City Council does approve the St. Ignace Chamber of Commerce ~~to be a "Special Events Organization"~~ and has determined that the St. Ignace Chamber of Commerce does meet the criteria established in the various sections of the Ordinance No. 413; and

FURTHER BE IT RESOLVED, that the City Council does approve the usage of Goudreau, Ellsworth and Marquette Streets and Little Bear East Community Center parking lots for this event; and grants St. Ignace Chamber of Commerce the authority to control vending approved by the City during the event.

Saturday, October 2, 2021 1 p.m. – 5 p.m.

FURTHER BE IT RESOLVED, that the City Council approves the closure of Goudreau Street, from Ellsworth to North State Street on Saturday, October 2, 2021, from 3:00 p.m. to 5:00 p.m.

Roll Call Vote

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

No: None.

Absent: None.

Resolution declared Adopted.

B. ORANGE SHIRT DAY SEPTEMBER 30TH

Mayor Litzner introduced Bridgett Sorenson, with the Sault Tribe of Chippewa Indians, to request Council's support for Orange Shirt Day on September 30th. Orange Shirt Day is observed annually and remembers those Native American children that were once taken from their families and placed in Indian Boarding Schools during a time when some did not survive.

It was moved by Councilmember Pelter, seconded by Councilmember Fullerton, to approve recognizing September 30th as Orange Day.

Roll Call Vote

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

No: None.

Motion carried unanimously.

C. RESOLUTION ADOPTION OF EMPLOYEE PERSONNEL POLICY HANDBOOK

After some short discussion, it was moved by Mayor Litzner, seconded by Councilmember Fullerton, to postpone consideration of this resolution until further details can be resolved.

Roll Call Vote:

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

No: None.

Motion carried unanimously.

D. FINANCIALS

City Manager Long presented the August 2021 financials to Council.

It was moved by Councilmember Pelter, seconded by Councilmember LaLonde, to approve the financials for August 2021 as presented.

Roll Call Vote:

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

No: None.

Motion carried unanimously.

CONSIDERATION OF BILLS

After some discussion regarding the National Office Product statement charges and the expenditures marked as over budget, it was moved by Councilmember Fullerton, seconded by Councilmember Tremble, to approve paying the bills as presented.

AIRGAS USA LLC	159.44
AL E TESTER	1,442.40
ANDERSON TACKMAN & COMPANY	6,000.00
ANDREA INSLEY	118.69
ANDREW DIXON	320.00
BELONGA EXCAVATING, LLC	3,227.50
BLARNEY CASTLE OIL CO	519.99
CHARLES J. PALMER, P.C.	1,978.24
CHEBOYGAN CEMENT PRODUCTS INC	1,521.50
ETNA SUPPLY COMPANY	2,773.24
FERGUSON WATERWORKS #3386	23.24
GALLS, AN ARAMARK CO	12.99
GFL ENVIRONMENTAL USA, INC.	274.04
GRAINGER INC	184.46
HD SUPPLY FACILITIES MAINTENANCE LT	887.97
HOLIDAY	230.81
HURON VALLEY GUNS LLC	19.53
HYDRITE CHEMICAL CO	6,400.80
INDIAN TRAILS	452.94
J & T SERVICES, LLC	900.00
KIMBALL-MIDWEST	310.02
KSS ENTERPRISES	846.86
LYNN AUTO PARTS	667.75
MACKINAC PLUMBING & HEATING CO	33.75
MACKINAC SALES	7.31
MICHAEL RICHARD LAMB	2,301.00
MICHIGAN STATE POLICE	66.00
MILLER CONSULTATIONS & ELECTIONS, INC	52.16
NATIONAL OFFICE PRODUCTS	7,098.14
NCL OF WISCONSIN INC	653.95
QUILL CORPORATION	75.96
SAULT PRINTING COMPANY	329.31
SPARTAN STORES	132.69
ST IGNACE AUTOMOTIVE	442.63
ST IGNACE CHAMBER OF COMMERCE	150.00
ST IGNACE POSTMASTER	62.00
ST IGNACE TRUE VALUE	1,609.87
SYNCB/AMAZON	381.03
UP REGION OF LIBRARY COOPERATION, I	583.46
WESLEY H MAURER JR	476.80
Grand Total:	\$44,549.82

Roll Call Vote:

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

No: Mayor Litzner.

Motion carried unanimously.

PUBLIC COMMENT

Public comment was received regarding City properties considered for sale, overbudget items and the final two fireworks shows for the season.

CITY MANAGER’S REPORT

City Manager Long informed Council that the City staff is preparing the 2022 Budget and also updated them on the code enforcement progress and CIP project discussions.

COMMITTEE REPORTS – None.

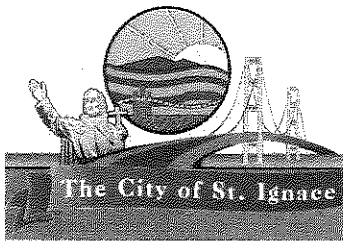
COUNCILMEMBER COMMENTS

Mayor Litzner commended the St. Ignace Visitors Bureau, St. Ignace Chamber and Events Committee for their work on the successful weekend Truck Show.

There being no further business, the meeting adjourned at 7:50 p.m.

Connie Litzner, Mayor

Andrea Insley, City Clerk/Treasurer



City of St. Ignace, MI

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

Staff Report

Agenda Date: 10/4/21

Presenter:

Department: Administration

Darcy D. Long, City Manager:

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

AGENDA ITEM TITLE: Sale of City Property via Realtor—Proposals

BACKGROUND:

At the September 8th Council meeting, a resolution allowing the City to utilize a realtor to sell property was passed. An RFP was put out and proposals for real estate services were accepted through September 27th.

FISCAL EFFECT:

Revenue from selling property, cost of realtor commission.

SUPPORTING DOCUMENTATION:

We received 2 proposals, which are attached.

RECOMMENDATION:

Recommended that the Council review the proposals and accept the one which would most benefit the City.

Request for Proposal

Mackinac Properties

Fee schedule

- ❖ 6% for selling of properties, 3% to other agencies and brokerages
- ❖ Other costs City may anticipate relating to real estate services
 - Normal closing costs associated with Michigan sales – title insurance, state/county transfer tax, deed preparation, title company fees for their services

Business information

- ❖ 29 years in business
- ❖ Previous name-Statewide Real Estate
- ❖ Independent resident owned real estate and property management company located in the heart of downtown St. Ignace
- ❖ Licensed real estate associate brokers
 - Cheryl Schlehuber, active 29 years
 - Tammy Shepard, active 20+ years
 - James Clapperton, active 20+ years
- ❖ Licensed real estate agents
 - Melissa Townsend, active 2 years
 - Shannon Turkette, active 4 years
 - Michelle Satchell, active <1 year
- ❖ Licensed staff
 - Jessica Gentile, active 5 years
 - Morgan Gugin, active <1 year
- ❖ Offer property management and market analysis



Advantage Plus

1910 Ashmun Street
Sault Ste. Marie, Michigan 49783
Business (906) 632-6868
Fax (906) 632-1778
Toll Free (800) 851-4299
E-Mail c21ssm@up.net

Good afternoon,

The following is the formal proposal for Century 21 Advantage Plus to be considered to fulfill the Real Estate Brokerage needs of your city.

Century 21 Advantage Plus has been an established real estate brokerage in the Eastern Upper Peninsula since 1978 and has handled countless transactions for a wide variety of people, properties, entities, and municipal, state, and federal governments. We are located at 1910 Ashmun Street in Sault Ste. Marie and can be contacted at the office by calling (906) 632-6868. We here at Century 21 Advantage Plus are dedicated to excellence in our specialized fields of the Real Estate Industry. Our office employs one (1) Broker/Owner, three (3) Associate Brokers, six (6) agents, and one (1) Administrative Assistant. For projects such as this, we set up a team of brokers and agents to ensure that your needs are covered to the best of our ability. The team that will be taking care of the City of St. Ignace will be Associate Broker Andy LeBlanc and Lead Agent Eric Welch. Less experienced agents may be used as part of this team, with extreme oversight, in-order for them to gain experience and better themselves and our firm.

Andy LeBlanc Jr. is an Associate Broker and the Sales Manager at Century 21 Advantage Plus. Licensed in 2004, he began his real estate career at Prudential Preferred Realtors in Grand Rapids, Michigan. Born and raised in the Eastern Upper Peninsula, Andy is extremely knowledgeable about the area and can provide the city with comparable market analyses in order to get listings priced according to current market conditions.

Andy has represented and advised clients through the commercial real estate transaction process including contract negotiations, due diligence supervision, and closing preparation. His expertise lies in sales and marketing, relationship building, event management, brand development, and promotion. He excels at creating new business opportunities through networking, connecting with referrals, and establishing new contacts from current inventory inquiries.

Andy has a degree in Business Administration Management. He knows how important education is and to further serve his clients, he has earned additional educational endorsements such as G.R.I. (Graduate of Real Estate Institute), RENE (Real Estate Negotiations Expert), and SRS (Seller Representative Specialist).



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As a Realtor®, Andy has identified and analyzed investment opportunities in the Eastern Upper Peninsula for local, national, and international buyers. Century 21 Advantage Plus is a member of the Eastern upper Peninsula Multiple Listing Service (MLS), which allows all agents in the area to easily find your real estate listings and have access to important information about property in St. Ignace.

Eric Welch has been licensed and involved in the Real Estate Industry in multiple facets since 2013. He has a proven track record of property listings and sales, property management, and building inspection (both commercial and residential) as well as business building and relocation. Eric also has a promotions company called U.P. Beat Entertainment that has allowed him to hone the skills necessary to market and advertise events, organizations, individuals, and products. With a degree in psychology, Eric is also in tune with the wants and needs of people, giving him unique negotiating skills. As a prior building inspector, he also has an incredibly well rounded and in-depth knowledge of all aspects of the Real Estate transaction process.

With this team you are guaranteed a good outcome no matter what the property needs of the city are. The marketing strategies that will be used will have a large social media focus as well as advertising within the Multiple Listing Service in the local area and beyond. If the property is more of a vacation property or outdoorsman piece, publication in any number of outdoors periodicals is also a possibility in order to raise interest to possible buyers in lower Michigan or other parts of the country. Marketing and advertising will be tailored specifically to the property being sold.

Our small local brokerage is part of the globally recognized Century 21 branding and as such has access to a very large marketing and advertising network worldwide. All properties listed for sale with Century 21 Advantage Plus are included and showcased in over 500 local, national, and international websites. With partners like bizbuysell.com and being a member of the Commercial Board of Realtors (CBOR), you can feel safe in knowing that we always have your best interest at heart with the ability to act on your behalf. We really are a global brand providing local representation and not only specializing in commercial spaces, but more so the people and businesses that move into or out of them. We never settle for average, and neither should you.



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Commission rates will be assigned on a variable scale based on type, size, and listing price of the property. There would be a minimum fee of \$1,500 per transaction for properties listed \$50,000 and below, paid to the Selling Firm at closing. Commission for properties listed between \$50,000 and \$120,000 would carry a rate of 6% (3% to the Selling Brokerage and 3% to the Buying Brokerage). For properties listed \$120,000 and up will be set to a 6/5 split rate commission. A split rate commission means that there would be 6% charged for the first \$100,000 and 5% charged on the remainder. This type of commission rate can save the seller a substantial amount of money on higher priced properties. For example: a property that is listed and sold for \$280,000 would earn the Brokerage \$6,000 on the first \$100,000 and \$9,000 on the remaining \$180,000 making a total commission payout of \$15,000. If this scenario was done on a straight 6% commission rate the amount owed to the Brokerage would be \$16,800. **All commission fees are due at the time of closing.**

There will be no other or "hidden fees" incurred by the city with regards to the services provided by Century 21 Advantage Plus, we will not charge a retainer fee. Other fees that will be anticipated during the real estate transaction will be standard fees in association with the title company, appraiser, inspector, Real Estate Attorney, and other general closing costs. Century 21 Advantage Plus is only involved in the listing, marketing, and selling of real property. If there is a need for property management, the agents assigned to this contract are permitted to assist in that area or operate as a property manager, if they so choose, as individuals and not under the Century 21 brand.

The initial term of contract is acceptable to this brokerage firm and the authorized representatives. Century 21 Advantage Plus is not currently involved in any litigation or judgments. Please see the attached proof of insurances for Errors and Omissions, General Liability, and Workman's Compensation.

Thank you for taking the time and giving us your consideration to fill the Real Estate needs of your city. We look forward to speaking with you soon.

Andy LeBlanc, Jr. Associate Broker, ABR, GRI, RENE, SRS

Eric Welch, Lead Sales Agent, MRP



City of St. Ignace, MI


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

Staff Report

Agenda Date: 10/4/21

Presenter: Straits Area Fire Authority

Department: SAFA

Darcy D. Long, City Manager: 

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

AGENDA ITEM TITLE: SAFA Board Requests

BACKGROUND:

At the last meeting of the Straits Area Fire Authority, changes to how expenses are paid were discussed and require Council approval. One new member also needs to be appointed.

FISCAL EFFECT:

Cost of SAFA Treasurer salary, and changes in which Funds are utilized.

SUPPORTING DOCUMENTATION:

See attached letter from SAFA Chair, Fire Formula, list of Board Members, and the passed millage.

RECOMMENDATION:

SAFA recommends that we institute these changes and appoint a new Board Member.

September 21, 2021

TO: Moran Township, St. Ignace Township and City of St. Ignace

FROM: Susan K. Dionne, Straits Area Fire Authority, Chairperson

At the September 15th meeting of the Straits Area Fire Authority, the board approved a yearly salary for the SAFA Treasurer in the amount of \$800 to be paid the first of December. The board also discussed how expenses of the Authority are being paid. Currently they are paid by the City of St. Ignace and taken from the 206 Fire Fund. Said fund is where the Equipment Reserve monies is deposited yearly. The Equipment Reserve is part of the Fire Agreement between the local townships, the city and the St. Ignace Volunteer Fire Department. Instead of the expenses being taken from the 206 Fire Fund, the Authority would prefer they be taken from the City of St. Ignace's General Fund and included in the annual operating expenses for the fire department. The amount can then be split between the three units based on population and the current year's state equalized value. This action requires that the township boards and city council approve the addition of the SAFA expenses to the annual expenses. SAFA requests that your township board or council discuss this action at their next meeting. The SAFA board also needs you to appoint one new member for Moran Township, one for the City of St. Ignace and two for St. Ignace Township. Please mail a copy of your minutes or a letter concerning these issues to SAFA at P.O. Box 54. If all the units agree with these changes, I will write a Letter of Agreement to be signed and added to the Fire Agreement. The next meeting of the Straits Area Fire Authority will be in September of 2022 at the Fire Hall. Thank you.

EXHIBIT A

FIRE FORMULA:

$(\text{UNIT POPULATION}/\text{TOTAL POPULATION}) \times .50 + (\text{UNIT SEV}/\text{TOTAL SEV}) \times .50 = \text{UNIT TOTAL PERCENTAGE}$

	POPULATION					
	PER 2010 CENSUS	%	'50%			
CITY OF ST IGNACE	2452	0.559179	0.2795895			
ST IGNACE TOWNSHIP	939	0.2141391	0.1070696			
MORAN TOWNSHIP	994	0.2266819	0.1133409			
TOTAL:	4385					
	2021 SEV	%	'50%		UNIT TOTAL PERCENTAGE	
CITY OF ST IGNACE	\$104,103,900.00	0.3137232	0.1568616	CITY OF ST IGNACE	0.436451099	43.65%
ST IGNACE TOWNSHIP	\$50,594,526.00	0.1524696	0.0762348	ST IGNACE TOWNSHIP	0.183304334	18.33%
MORAN TOWNSHIP	\$177,135,200.00	0.5338073	0.2669036	MORAN TOWNSHIP	0.380244567	38.02%
TOTAL:	\$331,833,626.00			TOTAL:		100%

$(\text{UNIT POPULATION}/\text{TOTAL POPULATION}) \times .50 + (\text{UNIT SEV}/\text{TOTAL SEV}) \times .50 = \text{UNIT TOTAL PERCENTAGE}$

ACTUAL ANNUAL OPERATING EXPENSES	\$90,688.44
BUILDING FEE	
EQUIPMENT RESERVE	\$17,256.12
TOTAL:	\$107,944.56
CITY OF ST IGNACE	\$47,117.80
ST IGNACE TOWNSHIP	\$19,786.24
MORAN TOWNSHIP	\$41,040.52
TOTAL:	\$107,944.56

OMITTED IN 2019 AGREEMENT

**

THE UNIT TOTAL PERCENTAGE IS APPLIED TO THIS AMOUNT

** INCREASES BY THE ANNUAL CPI

CPI used for 2021 is the average throughout 2020 1.2%

Moran TWP Supervisor

From: Robert St. Louis <unclesaucy@hotmail.com>
Sent: Tuesday, August 10, 2021 1:57 PM
To: moransup@lighthouse.net
Subject: SAFA Board Members

As of 3-29-21 the STRAITS AREA FIRE AUTHORITY BOARD MEMBERS ARE:	TERM ENDING:
Chair: Sue Dionne Moran Township	12/22
Robert St. Louis Mayor Pro Tem City of St. Ignace	12/22
Mark Spencer Moran Township	12/23
Glen McKenzie St. Ignace Township	12/22
Al Mitchell St. Ignace Township	12/22
Bill Fraser City of St. Ignace	12/23
Sue Fenlon Treasurer	

**STRAITS AREA FIRE AUTHORITY
FIRE DEPARTMENT MILLAGE PROPOSAL**

Shall a tax be levied in the City and Townships comprising the Straits Area Fire Authority and the limitation on the amount of taxes which may be imposed on taxable property be increased up to ½ mill (\$0.50 per \$1,000 of taxable value) for a period not to exceed thirty (30) years, the years 2018 to 2047, inclusive, as new additional millage to provide funds to the Straits Area Fire Authority for acquiring, constructing, furnishing and equipping a new fire station? This millage would raise an estimated \$133,232 for the Straits Area Fire Authority in 2018.

*Passed
8-2018*



City of St. Ignace, MI

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

Staff Report

Agenda Date: 10/4/21

Presenter: Bill Fraser

Department: Water

Darcy D. Long, City Manager:

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

AGENDA ITEM TITLE: Dixon Engineering to inspect our elevated water tanks and ground storage tank at the Water Plant.

BACKGROUND:

These inspections should be done every 15 to 20 years to make sure that these tanks are in good structural shape and clean, so we can supply clean and safe drinking water to our customers. It is also required by EGLE (State of Michigan).

FISCAL EFFECT:

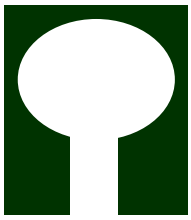
The proposed cost is \$17,300, and will be paid out of the Repair, Replace and Improve Account. (RR&I)

SUPPORTING DOCUMENTATION:

See Attached Proposal

RECOMMENDATION:

I highly recommend doing this to maintain clean safe drinking water.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

September 22, 2021

Mr. Darcy Long, City Manager
City of St. Ignace
396 N. State St.
St. Ignace, MI 49781

Subject: Inspection Services Proposal for 500,000 Gallon Concrete Reservoir, 300,000 Gallon Steel Reservoir, 100,000 Gallon Spheroid and 100,000 Gallon Double Ellipse tanks.

Dear Mr. Long:

Enclosed are maintenance proposals for a drained inspection of the 500,000 gallon concrete reservoir and ROV inspections of the 300,000 gallon steel reservoir, 100,000 gallon (Kewadin) spheroid, and 100,000 Gallon (West Side) Double Ellipse Elevated Tank. With a drained inspection, the fee is estimated because the amount of cleaning required is unknown. A typical estimate for cleaning time is based on our experience with similar sized tank. The Basis of Payment for an ROV inspection is Lump Sum for travel, inspection and report.

Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

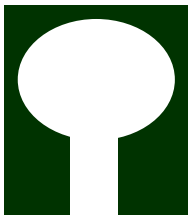
We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288 or eric.binkowski@dixonengineering.net.

FOR DIXON ENGINEERING, INC.,

Eric Binkowski
Project Manager

Enclosure

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

100,000 Gallon Spheroid, (Evergreen Shores-Kewadin), #22-49-02-01

100,000 Gallon Double Ellipse, (West Side), #22-49-02-02

300,000 Gallon Steel Reservoir, #22-49-02-03

500,000 Gallon Concrete Reservoir, (Water Plant), #22-49-02-04

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of St. Ignace, Michigan (“Owner”) and Engineer (“Dixon Engineering, Inc.”).

1.01 SIGNATURES:

Eric Binkowski, Project Manager

September 22, 2021

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER’S receipt of Notices

Address for DIXON’S receipt of Notices

1104 Third Avenue
Lake Odessa, MI 48849

1.02 CONTRACT/PROPOSAL:

- A. Signatures acknowledge that this Contract consists of **13** pages.
- B. Owner’s Project, of which DIXON’s services under this Agreement are a part, is generally identified as follows: **500,000 Gallon Concrete Reservoir, 100,000 Gallon Double Ellipse, 100,000 Gallon Spheroid, and 500,000 Gallon Reservoir Steel** (“Project”).
- C. DIXON’s services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Maintenance Inspection Services (Dry), ROV, and Float per Schedule A**

EJCDC® E-520, 2015 Edition of Short Form of Agreement Between Owner and DIXON for Professional Services. DIXON is required to notify all parties that under license to EJCDC DIXON has made minor modifications, and that this is therefore not an EJCDC document.

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
 - 1. Estimated amount of **Seventeen Thousand, Three Hundred dollars (\$17,300.00)**. See Schedule B for estimated cost breakdown of services and reimbursable expenses for the various phases of work.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

- 1. Schedule A – Scope of Work of both the Owner and DIXON.
- 2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
- 3. Schedule C – DIXON Employee Billable Rates and Terms.

SCHEDULE A
Maintenance Inspection (Dry)
500,000 Gallon Concrete Reservoir, (Water Plant), #22-49-02-04
St. Ignace, Michigan

A. Scope of Services Performed by Owner (Drained):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
5. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if needed. (Fire truck does not reduce time, unless tank is a large reservoir.)
6. The Owner is not required to provide personnel to climb the tank; however, a hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the interior of the tank if there is a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using their own rope ladder and/or rigged line for descent, the Owner's personnel will not be allowed access.
7. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24-hour intervals per AWWA C-652-19 Chlorination Method No. 3
8. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.

B. Scope of Services Performed by DIXON (Concrete – Drained):

1. Clean the interior surfaces of the tank with high pressure water. Cleaning is necessary for the engineer to inspect the condition of the floor slab.
2. Perform visual inspection of concrete reservoir.
3. Inspect concrete surfaces for spalling, erosion, or other deterioration.
4. Inspect concrete for cracking and quantify cracks, if any.
5. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)

6. Review all interior steel appurtenances for damage due to corrosion
7. Review exterior of the exposed foundations.
8. Inspect any interior and exterior coating conditions and estimate remaining service life.
9. Review all safety requirements for ladders, cages, etc.
10. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
11. Prepare written report (2 copies) describing conditions observed with recommendations for repair. Report will include budgetary cost estimates for the recommended repairs with digital photos.
12. Chlorinate the tank per AWWA Method No. 3 C-652-19. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

SCHEDULE A
Maintenance Inspection (ROV)
100,000 Gallon Spheroid, (Evergreen Shores-Kewadin), #22-49-02-01
100,000 Gallon Double Ellipse, (West Side), #22-49-02-02
300,000 Gallon Steel Reservoir, #22-49-02-03
St. Ignace, Michigan

A. Scope of Services Performed by Owner (ROV):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform chlorine residuals and bacteriological testing after completion of the inspection
5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

B. Scope of Services Performed by DIXON (ROV):

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. Review all interior surfaces for corrosion and/or damage and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
3. Inspect the exterior coating for remaining intactness and anticipated life.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review the exterior of the exposed foundations.
6. Review all safety requirements for ladders, cages, etc.
7. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
8. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, and an edited inspection video on flash drive.

C. Scope of Services Performed by DIXON (Float): 300,000 Gallon Reservoir only

1. Use inflatable raft to access and inspect all interior girders and appurtenances for possible structural damage from icing or corrosion. Surfaces in immersion will be extrapolated from existing conditions. Inspection results will be documented in final report described in DIXON ROV Scope of Services.

SCHEDULE B

Maintenance Inspection (ROV)

100,000 Gallon Spheroid, (Evergreen Shores-Kewadin), #22-49-02-01

100,000 Gallon Double Ellipse, (West Side), #22-49-02-02

300,000 Gallon Steel Reservoir, #22-49-02-03

St. Ignace, Michigan

1. Payment for Items B and C, travel time, and preparation of report as outlined in Schedule A – Scope of Services Performed by DIXON is a lump sum amount of **\$9,800.00**.
2. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE B
Maintenance Inspection (Dry)
500,000 Gallon Concrete Reservoir, (Water Plant), #22-49-02-04
St. Ignace, Michigan

3. Payment for cleaning the interior of the tank as described in Schedule A, Item 1, Scope of Services Performed by DIXON is **\$300.00** per hour with an estimate of **5** hours (**\$1,500.00**). Time will not be exceeded without authorization of the Owner. This is estimated because DIXON cannot estimate the amount of sediment or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the sediment, etc.) will be established between DIXON and the Owner prior to cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
4. Payment for Schedule A, Items 2 through 11, travel time, and preparation of report is a lump sum amount of **\$5,950.00**.
5. Payment for furnishing and applying the chlorine, Schedule A, Item 12 is estimated at **\$50.00**.
6. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE C
Michigan
Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal.....	\$265.00	
Project Manager.....	\$160.00	\$240.00
Engineer.....	\$165.00	\$248.00
CWI Welding RPR.....	\$160.00 – \$175.00	\$240.00 – \$263.00
DIXON Level 3 or NACE certified Level 3 RPR	\$110.00 – \$145.00	\$165.00 – \$217.00
DIXON Level 2 or NACE Level 2 RPR	\$100.00 – \$125.00	\$150.00 – \$188.00
DIXON Level 1 or NACE Level 1 RPR	\$90.00 – \$109.00	\$135.00 – \$164.00
Contract Support Staff.....	\$115.00 – \$140.00	\$173.00 – \$210.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.75/mile + tolls	\$0.65/mile
Lodging.....	\$148.00 per diem	\$138.00 per diem
Meals.....	\$48.00 per diem	\$41.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2021

(Revised: 8/6/2020)

Owner and DIXON further agree as follows:

5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
 - b. By DIXON:
 - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
 - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
 2. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These material still are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

PROCLAMATION

WHEREAS, Brian Peterson, has been an employee of the City of St. Ignace from 1991 to 2021; and

WHEREAS, in his 30 years of employment, Brian held several positions as a Heavy Equipment Operator, Water Line Maintenance, Wastewater Plant Operator, Chief Operator of Water and Wastewater and will retire as the Certified Operator in Charge; and

WHEREAS, Brian has continued his education by achieving L1 and L2 certifications for wastewater, and the water certifications S3, S4, F2, F3 and F-4; and

WHEREAS, Brian received recognition for completing programs through the Michigan Rural Water Association; and

WHEREAS, Brian has assisted in training new employees in the Water and Wastewater Plants' operations and procedures while keeping things running smoothly and safely concerning all public health regulations; and

THEREFORE, BE IT PROCLAIMED, that the City of St. Ignace and its employees recognize Brian Peterson for his selfless dedication for working long hours and many Holidays.

NOW THEREFORE BE IT PROCLAIMED, that the City of St. Ignace honor Brian Peterson, on this 4th Day of October, 2021, for his dedicated service to the City of St. Ignace and wish him well upon his retirement.

CITY OF ST. IGNACE

By: _____
Connie Litzner, Mayor

Date: October 4, 2021



October 04, 2021

On behalf of the City of St. Ignace, I would like to extend our deepest appreciation and thanks to Scott Marshall for his years of service and dedication to the City. While he most recently excelled as our Downtown Development Authority Director, in his 28 years as a public employee, he has served the City in many more ways.

Scott began his career for the City as an employee in our Public Works Department, and through his dedication and commitment to achieving the best for this City, he went on to succeed as the head of two different departments. During his 10 years as Recreation Director at Little Bear East, Scott instituted multiple new recreation programs and events, always aiming to better serve our citizens and surrounding communities. To name a few, he started a new basketball program, a flag football program, wrestling camp, and added pickleball courts to the tennis courts, all of which continue to be used in the City. Scott's drive to be a hands-on public servant made him an invaluable resource to the City and its citizens.

Scott has been our DDA Director for 3 years, and in that time he has not only worked to complete projects for our downtown area, but has gone above and beyond what anyone could expect from the position. We are all aware of the countless hours and hard work that Scott has most recently been putting into the Little Bear Park Project. Endless thanks are owed to him for undertaking such a big project, oftentimes alone. We can all appreciate his efforts by visiting and enjoying this beautiful feat that he has achieved for the City.

Scott always strove to provide the best public service possible, and truly listened to this community's wants and needs. We wish him nothing but happiness and success in his future endeavors. Any organization would be lucky to have someone so driven, dedicated, and generous.

He will be missed.

Sincerely,

A handwritten signature in blue ink that reads "Connie Litzner". The signature is written in a cursive style.

Connie Litzner
Mayor

EXPENSES BY FUND

MONDAY, OCTOBER 4, 2021

101	\$8,360.77	GENERAL FUND
203	\$160.00	LOCAL STREETS
248	\$11.55	DDA
408	\$4,523.78	LBE PARK CONSTRUCTION
509	\$23.10	COMMUNITY CENTER
571	\$34.65	MUSEUM STORE
584	\$1,428.51	GOLF
590	\$488.25	WASTEWATER
591	\$4,056.83	WATER
594	\$863.72	MARINA
641	\$3,178.90	EQUIPMENT
TOTAL:	\$23,130.06	

CITY OF ST IGNACE COUNCIL MEETING

INVOICES TO APPROVE

MONDAY, OCTOBER 4, 2021

Vendor	Description	Amount
ANDERSON TACKMAN & COMPANY	SAFA AUDIT 2019&2020	2,009.74
ANTHONY BROWN	BRIDGE FARE SIPD	24.00
ARCTIC GLACIER USA INC	4021431- MARINA ICE	219.16
ARCTIC GLACIER USA INC	4021431- MARINA ICE	159.40
ARCTIC GLACIER USA INC	4021431- MARINA ICE	327.06
BELONGA EXCAVATING, LLC	WATER PLANT	2,982.50
CITY OF ST IGNACE	EQUIPMENT RENTAL-LBE PARK PROJECT	4,523.78
GOOGLE	CITY-WIDE EMAILS-SEPT 2021	311.80
GRAINGER INC	UNIFORM BOOTS	92.23
HARRELL'S INC	SI GOLF SUPPLIES	800.00
ICMA	DARCY LONG ANNUAL MEMBERSHIP	600.00
IDEXX DISTRIBUTION CORP	WATER PLANT SUPPLIES	957.23
JOE STEARNS	MARINA BUBBLER SYSTEM AIR FILTERS	135.00
LEVERING SPORTS INC	GUN SALE TRANSFER FEE	49.35
MACKINAC STRAITS HEALTH SYSTEM	MADELINE CAMPA-SIPD	124.00
MACKINAC STRAITS HEALTH SYSTEM	MADELINE CAMPA-SIPD	28.00
MICHAEL RICHARD LAMB	TRAFFIC/18X24 ONE WAY	160.00
POWER PLAN	BACKHOE REPAIR	2,698.46
PRO-VISION VIDEO SYSTEMS	SIPD-BODY CAMERAS	4,968.00
SPARTAN DISTRIBUTORS, INC	S64490 - SI GOLF	33.92
SPARTAN DISTRIBUTORS, INC	S64490 - SI GOLF	525.49
STATE INDUSTRIAL PRODUCTS	47919-WWTR	320.00
SUMMIT FIRE PROTECTION	DPW	480.44
SUMMIT FIRE PROTECTION	SIFD	112.50
SUMMIT FIRE PROTECTION	CITY HALL	58.00
SUMMIT FIRE PROTECTION	GOLF	46.00
SUMMIT FIRE PROTECTION	WATER DEPT	94.00
SUMMIT FIRE PROTECTION	WASTEWATER	168.25
SUMMIT FIRE PROTECTION	SIPD	121.75
	Total:	23,130.06

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/01/2021	AP	ANDERSON TACKMAN & COMPANY CONTRACTED SERV Vnd: 0016 Invoice: 129316 Expected Check Run: 10/01/2021	Invoice: 129316 Ref#: 61766(SAFA AUDIT 2019&2020) 101-336-831.000 101-000-202.000	2,009.74	2,009.74
10/01/2021	AP	ANTHONY BROWN TRAVEL Vnd: 3199 Invoice: 10/01/2021 Expected Check Run: 10/01/2021	Invoice: 10/01/2021 Ref#: 61763(BRIDGE FARE SIPP) 101-301-873.000 101-000-202.000	24.00	24.00
10/01/2021	AP	ARCTIC GLACIER USA INC DUMPSITER, ICE, Vnd: 0170 Invoice: 3688120203 Expected Check Run: 10/01/2021	Invoice: 3688120203 Ref#: 61787(4021431) 594-597-954.000 594-000-202.000	24.00	24.00
10/01/2021	AP	ARCTIC GLACIER USA INC DUMPSITER, ICE, Vnd: 0170 Invoice: 368812303 Expected Check Run: 10/01/2021	Invoice: 368812303 Ref#: 61788(4021431) 594-597-954.000 594-000-202.000	219.16	219.16
10/01/2021	AP	ARCTIC GLACIER USA INC DUMPSITER, ICE, Vnd: 0170 Invoice: 36881213805 Expected Check Run: 10/01/2021	Invoice: 36881213805 Ref#: 61789(4021431) 594-597-954.000 594-000-202.000	159.40	159.40
10/01/2021	AP	BELONGA EXCAVATING, LIC CONTRACTED SERV Vnd: 3031 Invoice: 3307 Expected Check Run: 10/01/2021	Invoice: 3307 Ref#: 61781(WATER PLANT) 591-551-818.000 591-000-202.000	327.06	327.06
10/01/2021	AP	CITY OF ST IGNACE CONTRACTED SERV Vnd: 0050 Invoice: LBE PARK PROJECT Expected Check Run: 10/01/2021	Invoice: LBE PARK PROJECT Ref#: 61767(EQUIPMENT RENTAL) 408-771-818.000 408-000-202.000	2,982.50	2,982.50
				4,523.78	4,523.78

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

GL Number DR Amount CR Amount

Post Date	Journal	Description	Ref#	DR Amount	CR Amount
10/01/2021	AP	GOOGLE	Invoice: SEPTEMBER 2021 Ref#: 61790 (CITY-WIDE EMAILS)		
		COMMUNICATIONS	101-257-853.000	11.55	
		COMMUNICATIONS	101-265-853.000	11.55	
		COMMUNICATIONS	101-215-853.000	34.65	
		COMMUNICATIONS	101-172-853.000	23.10	
		COMMUNICATIONS	248-743-853.000	11.55	
		COMMUNICATIONS	584-797-853.000	23.10	
		COMMUNICATIONS	509-752-853.000	23.10	
		COMMUNICATIONS	594-597-853.000	23.10	
		COMMUNICATIONS	571-807-853.000	34.65	
		COMMUNICATIONS	101-336-853.000	23.10	
		COMMUNICATIONS	101-301-853.000	69.25	
		COMMUNICATIONS	591-550-853.000	23.10	
		Vnd: 3347 Invoice: SEPTEMBER 2021	101-000-202.000		173.20
		Vnd: 3347 Invoice: SEPTEMBER 2021	248-000-202.000		11.55
		Vnd: 3347 Invoice: SEPTEMBER 2021	584-000-202.000		23.10
		Vnd: 3347 Invoice: SEPTEMBER 2021	509-000-202.000		23.10
		Vnd: 3347 Invoice: SEPTEMBER 2021	594-000-202.000		23.10
		Vnd: 3347 Invoice: SEPTEMBER 2021	571-000-202.000		34.65
		Vnd: 3347 Invoice: SEPTEMBER 2021	591-000-202.000		23.10
		Expected Check Run: 10/01/2021		311.80	311.80

10/01/2021	AP	GRAINGER INC	Invoice: 9051599133 Ref#: 61782 (850631656)		
		UNIFORMS	101-441-755.000	92.23	
		Vnd: 0404 Invoice: 9051599133	101-000-202.000		92.23
		Expected Check Run: 10/01/2021		92.23	92.23

10/01/2021	AP	HARRELL'S INC	Invoice: INV01524316 Ref#: 61783 (STINGNC)		
		CONTRACTED SERV	584-797-818.000	800.00	
		Vnd: 2151 Invoice: INV01524316	584-000-202.000		800.00
		Expected Check Run: 10/01/2021		800.00	800.00

10/01/2021	AP	ICMA	Invoice: ANNUAL MBRSHIP Ref#: 61769 (D.LONG)		
		MEMBERSHIPS	101-172-915.000	600.00	
		Vnd: 2209 Invoice: ANNUAL MBRSHIP	101-000-202.000		600.00
		Expected Check Run: 10/01/2021		600.00	600.00

10/01/2021	AP	IDEXX DISTRIBUTION CORP	Invoice: 3093029756 Ref#: 61768 (119109)		
		OPERATING SUPPLIES	591-551-750.000	957.23	
		Vnd: 0549 Invoice: 3093029756	591-000-202.000		957.23
		Expected Check Run: 10/01/2021		957.23	957.23

10/01/2021	AP	Expected Check Run: 10/01/2021		957.23	957.23
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User: SHERRY
DB: St Ignace

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

10/01/2021 AP JOE STEARNS REIMBURSEMENT Ref#: 61764 (MARINA BUBBLER SYSTEM FOR AIR FILTER
OPERATING SUPPLIES 594-597-750.000 135.00
Vnd: 2415 Invoice: REIMBURSEMENT 594-000-202.000 135.00
Expected Check Run: 10/01/2021

10/01/2021 AP LEVERING SPORTS INC Invoice: 921214 Ref#: 61786 (GUN SALE TRANSFER FEE)
OPERATING SUPPLIES 101-301-750.000 49.35
Vnd: 3399 Invoice: 921214 101-000-202.000 49.35
Expected Check Run: 10/01/2021

10/01/2021 AP MACKINAC STRAITS HEALTH SYSTEM Invoice: 98580-SIPD Ref#: 61770 (MADELLENE CAMPA)
INVESTIGATIONS, POL 101-301-830.000 124.00
Vnd: 1109 Invoice: 98580-SIPD 101-000-202.000 124.00
Expected Check Run: 10/01/2021

10/01/2021 AP MACKINAC STRAITS HEALTH SYSTEM Invoice: 6822720-0001 Ref#: 61771 (MADELLENE CAMPA-SIPD)
INVESTIGATIONS, POL 101-301-830.000 28.00
Vnd: 1109 Invoice: 6822720-0001 101-000-202.000 28.00
Expected Check Run: 10/01/2021

10/01/2021 AP MICHAEL RICHARD LAMB Invoice: 6075 Ref#: 61765 (TRAFFIC/18X24 ONE WAY)
MATERIALS/DPW/ROADS 203-474-782.000 160.00
Vnd: 2631 Invoice: 6075 203-000-202.000 160.00
Expected Check Run: 10/01/2021

10/01/2021 AP POWER PLAN Invoice: N42008 Ref#: 61784 (8850449305)
EQUIPMENT REPAIRS & MAINT 641-582-932.000 2,698.46
Vnd: 1672 Invoice: N42008 641-000-202.000 2,698.46
Expected Check Run: 10/01/2021

10/01/2021 AP PRO-VISION VIDEO SYSTEMS Invoice: 8334 Ref#: 61762 (1991517)
CAPITAL OUTLAY, POL 101-301-977.000 4,968.00
Vnd: 3136 Invoice: 8334 101-000-202.000 4,968.00
Expected Check Run: 10/01/2021

4,968.00 4,968.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED
 GL Number

Post Date	Journal	Description	DR Amount	CR Amount
10/01/2021	AP	SPARTAN DISTRIBUTORS, INC REPAIR & MAINT SUPP Vnd: 3216 Invoice: 11841689 Expected Check Run: 10/01/2021	33.92	33.92
		Invoice: 11841689 Ref#: 61779(S64490) 584-797-775.000 584-000-202.000		
10/01/2021	AP	SPARTAN DISTRIBUTORS, INC REPAIR & MAINT SUPP Vnd: 3216 Invoice: 11841349 Expected Check Run: 10/01/2021	525.49	525.49
		Invoice: 11841349 Ref#: 61780(S64490) 584-797-775.000 584-000-202.000		
10/01/2021	AP	STATE INDUSTRIAL PRODUCTS OPERATING SUPPLIES Vnd: 0199 Invoice: 902051220 Expected Check Run: 10/01/2021	320.00	320.00
		Invoice: 902051220 Ref#: 61785(47919-WWTR) 590-541-750.000 590-000-202.000		
10/01/2021	AP	SUMMIT FIRE PROTECTION CONTRACTED SERVICES Vnd: 3155 Invoice: 121007990 Expected Check Run: 10/01/2021	480.44	480.44
		Invoice: 121007990 Ref#: 61772(DPW) 641-581-813.000 641-000-202.000		
10/01/2021	AP	SUMMIT FIRE PROTECTION EQUIP MAINT, FIRE Vnd: 3155 Invoice: 121007991 Expected Check Run: 10/01/2021	112.50	112.50
		Invoice: 121007991 Ref#: 61773(SIFD) 101-336-939.000 101-000-202.000		
10/01/2021	AP	SUMMIT FIRE PROTECTION CONTRACTED SERV Vnd: 3155 Invoice: 121007989 Expected Check Run: 10/01/2021	58.00	58.00
		Invoice: 121007989 Ref#: 61774(CITY HALL) 101-265-818.000 101-000-202.000		
10/01/2021	AP	SUMMIT FIRE PROTECTION CONTRACTED SERV Vnd: 3155 Invoice: 121007992 Expected Check Run: 10/01/2021	46.00	46.00
		Invoice: 121007992 Ref#: 61775(GOLF) 584-797-818.000 584-000-202.000		

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Post Date Journal Description GL Number DR Amount CR Amount

10/01/2021 AP SUMMIT FIRE PROTECTION Invoice: 121007997 Ref#: 61776 (WATER DEPT) 94.00 94.00
 CONTRACTED SERV 591-551-818.000
 Vnd: 3155 Invoice: 121007997 591-000-202.000

Expected Check Run: 10/01/2021

10/01/2021 AP SUMMIT FIRE PROTECTION Invoice: 121007996 Ref#: 61777 (WASTEWATER) 94.00 94.00
 CONTRACTED SERV 590-541-818.000
 Vnd: 3155 Invoice: 121007996 590-000-202.000

Expected Check Run: 10/01/2021

10/01/2021 AP SUMMIT FIRE PROTECTION Invoice: 121007994 Ref#: 61778 (SIPD) 121.75 121.75
 CONTRACTED SERV 101-301-818.000
 Vnd: 3155 Invoice: 121007994 101-000-202.000

Expected Check Run: 10/01/2021

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	101-000-202.000	8,360.77
ACCOUNTS PAYABLE	203-000-202.000	160.00
ACCOUNTS PAYABLE	248-000-202.000	11.55
ACCOUNTS PAYABLE	408-000-202.000	4,523.78
ACCOUNTS PAYABLE	509-000-202.000	23.10
ACCOUNTS PAYABLE	571-000-202.000	34.65
ACCOUNTS PAYABLE	584-000-202.000	1,428.51
ACCTS PAYABLE	590-000-202.000	488.25
ACCT PAYABLE	591-000-202.000	4,056.83
ACCOUNTS PAYABLE	594-000-202.000	863.72
ACCT PAYABLE	641-000-202.000	3,178.90
ACCT PAYABLE		23,130.06
TOTAL INCREASE IN PAYABLE:		23,130.06

101-000-202.000	121.75	121.75
203-000-202.000	160.00	
248-000-202.000	11.55	
408-000-202.000	4,523.78	
509-000-202.000	23.10	
571-000-202.000	34.65	
584-000-202.000	1,428.51	
590-000-202.000	488.25	
591-000-202.000	4,056.83	
594-000-202.000	863.72	
641-000-202.000	3,178.90	
TOTAL INCREASE IN PAYABLE:	23,130.06	23,130.06