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Topic: City Council Meeting

Time: Nov 22, 2021 07:00 PM Eastern Time (US and Canada)

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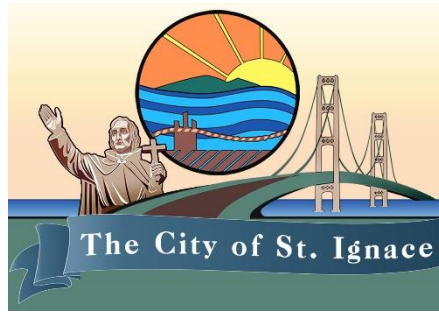
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CITY COUNCIL MEETING

St. Ignace, Michigan

Monday, November 22, 2021 – 7:00 p.m.

City Council Chambers/Virtual Hybrid Attendance Meeting

Zoom Meeting ID: 869 6918 7281

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

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) Additions to Agenda
- 6) Public Comment (3-minute limit)
- 7) Consideration of Minutes of November 01 and November 08, 2021
- 8) Old Business
 - A. Recommended Zoning Changes
- 9) New Business
 - A. Councilmember Appointment
 - B. DDA Director Employment Contract
 - C. Committee Appointments
 - D. Agreement & Resolution—Hometown Holiday Parade and Tree Lighting & 4th of July
 - E. Replace Heaters and Eyewash Station—Water Plant
 - F. Police Interceptor Repair Quotes
 - G. 2022 Council Meeting Dates
 - H. Schedule Budget Workshop—November 30th
 - I. Financials
- 10) Consideration of Bills
- 11) Public Comment (3-minute limit)
- 12) City Manager's Report
- 13) Committee Reports
 - A. Ambulance Update
- 14) Council Member Comments

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

A Regular Meeting of the St. Ignace City Council was held on Monday, November 1, 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: Charles Palmer, City Attorney (via Zoom); Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Tony Brown, Police Chief; Al Mitchell, Police Sergeant.

ADDITIONS TO THE AGENDA

Mayor Litzner – Agenda amendment.

Mayor Pro-Tem St. Louis – Letter of appreciation to Mayor Litzner.

ADDITION: MAYOR LITZNER – AGENDA AMENDMENT

Mayor Litzner requested to amend the Council's meeting agenda to add back the second item of Public Comment, as the agenda presented mistakenly omitted it.

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.

LIMITED PUBLIC COMMENT

Public comment was received regarding the proposed Employee Handbook Policy, employment contracts, 2022 draft budget, Police Department and a prepared letter was read aloud by Betsy Dayrell-Hart to the Mayor thanking her for her service to the City.

CONSIDERATION OF MINUTES OF THE OCTOBER 18, 2021 REGULAR COUNCIL MEETING:

It was moved by Councilmember LaLonde, seconded by Mayor Pro-Tem St. Louis, to approve the minutes from October 18, 2021, as presented.

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.

OLD BUSINESS

A. RESCHEDULE BUDGET MEETING

Mayor Litzner proposed to Council that the Budget Work Session be scheduled for Monday, November 8th at 6:30 p.m. followed by a Special Meeting at 8:00 p.m. for the newly elected Councilmember's oath of office.

It was moved by Councilmember Clapperton, seconded by Councilmember Pelter, to approve scheduling both meetings for Monday, November 8th in the City Hall Council Chambers.

Roll Call Vote

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

No: None.

Motion carried unanimously.

NEW BUSINESS

A. RESOLUTION NON-UNION PAY 2022

Mayor Litzner informed Council the proposed 2022 Non-Union Pay Resolution included a 2.5% increase to all Administrative Staff, but that there are Department Heads who have not yet had the opportunity to meet with the City Manager regarding contract renewals.

It was moved by Councilmember LaLonde, seconded by Councilmember Fullerton, to postpone Council consideration on the Resolution until each staff member had an opportunity to discuss proposed raises.

Roll Call Vote

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

No: None.

Motion carried unanimously.

B. RESOLUTION NON-UNION COVID PREMIUM PAY 2022

After some discussion, it was the consensus of Council to better understand the plans for the American Recue Plan Act (ARPA) Funds received by the City before considering specific expenditures.

It was moved by Councilmember Fullerton, seconded by Pelter, to postpone consideration of the Covid Premium Pay Resolution until after the 2022 budget has been discussed and the disbursement of ARPA funds has been clarified.

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 AFSCME COVID PREMIUM PAY 2022

In addition to the previous agenda item discussion, it was moved by Councilmember Fullerton, seconded by Councilmember Pelter, to postpone the AFSCME's Covid Premium Pay Resolution.

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. POLICE CHIEF CONTRACT

After brief discussion regarding concern of approving employee contracts without the City Manager present and the 2022 budget considered, it was moved by Councilmember Fullerton, seconded by Councilmember Pelter, to postpone consideration of the Police Chief contract.

Roll Call Vote

Yes: Councilmembers Clapperton, Fullerton, LaLonde, Pelter and Tremble.

No: Mayor Litzner and Mayor Pro-Tem St. Louis.

Motion carried five to two.

E. FIRE CHIEF CONTRACT

In addition to the previous agenda item and the Council’s concerns, it was moved by Councilmember Fullerton, seconded by Councilmember Pelter, to postpone consideration of the Fire Chief contract.

Roll Call Vote

Yes: Councilmembers Clapperton, Fullerton, LaLonde, Pelter and Tremble.

No: Mayor Litzner and Mayor Pro-Tem St. Louis.

Motion carried five to two.

F. RECREATION DIRECTOR CONTRACT

In addition to the two previous agenda items and the Council’s concerns, it was moved by Councilmember Fullerton, seconded by Councilmember Pelter, to postpone consideration of the Recreation Director contract.

Roll Call Vote

Yes: Councilmembers Clapperton, Fullerton, LaLonde, Pelter and Tremble.

No: Mayor Litzner and Mayor Pro-Tem St. Louis.

Motion carried five to two.

PUBLIC COMMENT

Public comment was received in regards to the City Charter, Negotiations Committee, employee contracts presented and the 2022 budget.

COMMITTEE REPORTS

Council was presented with minutes from the St. Ignace -Area EMS Council, Negotiation Committee and Policy Committee. At this time, Police Chief Brown presented Council with a Department report of recent activity.

CONSIDERATION OF BILLS

It was moved by Councilmember ~~LaLonde~~, seconded by Councilmember Clapperton, to approve paying the bills as presented.

| | |
|--------------------------------|----------|
| AMERICAN WASTE INC | 2,933.21 |
| BELONGA EXCAVATING, LLC | 285.00 |
| BELONGA'S PLUMBING AND HEATING | 788.75 |
| C2AE | 3,787.08 |

| | |
|-------------------------------------|-------------|
| DELTA COLLEGE | 125.00 |
| ETNA SUPPLY COMPANY | 2,014.60 |
| FERNELIUS FORD LINCOLN | 1,078.39 |
| HARRELL'S INC | 1,456.00 |
| HAWKINS | 5,208.03 |
| HD SUPPLY FACILITIES MAINTENANCE LT | 389.20 |
| KSS ENTERPRISES | 1,313.38 |
| MARK & SONS PLUMBING & HEATING LLC | 213.60 |
| MICHAEL RICHARD LAMB | 560.00 |
| PARAGON LABORATORIES, INC | 223.40 |
| PAST PERFECT SOFTWARE INC, | 996.00 |
| PAYNE & DOLAN INC | 7,501.57 |
| SAFETY-KLEEN SYSTEMS INC | 158.00 |
| SPARTAN DISTRIBUTORS, INC | 217.96 |
| STANDARD ELECTRIC COMPANY | 1,479.26 |
| STATE OF MICHIGAN-DEQ | 1,340.28 |
| TED FESTERLING LLC | 3,885.80 |
| UIS SCADA | 2,153.24 |
| Grand Total: | \$38,107.75 |

Roll Call Vote:

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

No: None.

Motion carried unanimously.

ADDITION: MAYOR PRO-TEM ST. LOUIS – LETTER OF APPRECIATION TO MAYOR LITZNER

Mayor Pro-Tem St. Louis read aloud a prepared letter of appreciation to Mayor Litzner on behalf of the City Council thanking her for her time as Mayor of the City of St. Ignace.

CITY MANAGER’S REPORT

Assistant to the City Manager, Stephanie Baar, updated Council on the City’s new website launch in the prior week, introducing added capabilities for the public to be informed and interact with the City staff. Mayor Litzner also announced that recordings of the City Council meetings will soon be available through the website.

COUNCILMEMBER COMMENTS

Councilmembers reminded citizens to vote in the November 2nd election and commended Mayor Litzner and Councilmember Tremble for their service to the City of St. Ignace. Mayor Litzner thanked the Council and many people and groups that she has served alongside in her time as Mayor, as well as the citizens of St. Ignace for their support.

There being no further business, the meeting adjourned at 8:00 p.m.

Connie Litzner, Mayor

Andrea Insley, City Clerk/Treasurer

**City Council Proceedings
2022 Budget Workshop Session One**

A Budget Work Session of the St. Ignace City Council held on Monday, November 8, 2021, in the City Hall Council Chambers.

The meeting was called to order at 6:30 p.m. by Mayor Litzner.

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

Absent: None.

Staff Present: Darcy Long, City Manager (via Zoom); Anthony Brown, Police Chief; Bill Fraser, DPW Director; Nick Montie, Fire Chief; Andrea Insley, City Clerk/Treasurer; Morgan Mills, Recreation Director; Stephanie Baar, Assistant to the City Manager.

A. PENSION LIABILITY – MERS PRESENTATION VIA ZOOM

Terra Langham, MERS Regional Manager, reviewed the 2020 MERS Actuarial Report with Council, which included information regarding the recent Experience Study by MERS.

Ms. Langham summarized the City's current status by explaining the effect of the assumption changes over the past two years, stating that the City is currently 52% funded and projected to be 60% funded by 2025. Ms. Langham also verified that the City's contributions to a Surplus Division are helpful in reaching the 60%-funded goal and satisfying the State of Michigan. The No-Phase-In form of payment that the City follows was also explained by Ms. Langham, indicating that billed charges for the City's divisions are expected to increase in fiscal year 2022.

B. DRAFT BUDGET

City Manager Long discussed the November 5th memo he had submitted to Council covering proposed wastewater revenue increases, parking fine increases, PA33 of 1951 information for Fire and Police services and OPEB expenditures. City Manager Long also informed Council of the projected revenue amounts used in the 2022 draft, derived from the City Assessor's information, as well as proposed American Relief Program Act (ARPA) expenditures.

C. DEPARTMENT HEAD/BOARD PRESENTATIONS

DPW Director, Bill Fraser, informed Council that the City will need an additional plow/dump truck very soon, due to the aging fleet, and requested Council's consideration for either a new or used truck in the 2022 budget. Director Fraser also requested additional road materials, the use of rental equipment and DPW labor for the upcoming budget to be able to maintain a greater number of the local and major streets.

Fire Chief, Nick Montie, also requested Council's consideration for a plan to acquire a new truck in the next 2 years to replace some of the aging trucks currently in the fleet. Chief Montie noted some of the 2022 budget being planned for much needed repairs on existing trucks as well.

Recreation Director, Morgan Mills, reported to Council that Little Bear East Conference Center recently received new AV equipment and that she plans to reach out to local businesses and organizations to offer advertising opportunities more diligently in this next fiscal year. Director Mills also informed Council that reservations have increased and she plans to seek out a grant to assist with field equipment rental to maintain the new ball parks.

Police Chief, Tony Brown, updated Council with a current department activity report, noting that increased Covid numbers are still a factor in the community and daily operations.

ADJOURN

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

Mayor, Connie Litzner

Andrea Insley, City Clerk/Treasurer

**Council
Proceedings
(Unofficial)**

A Special Meeting of the St. Ignace City Council was held on Monday, November 8, 2021, in the City Hall Council Chambers as a hybrid attendance meeting, with Zoom video conference available.

The meeting was called to order at 8:00 p.m. by Mayor Litzner, followed by the Pledge of Allegiance. Councilmember Clapperton gave the invocation.

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

Absent: Councilmember Tremble (end of term).

Staff Present: Darcy Long, City Manager; Charles Palmer, City Attorney (Zoom); Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Tony Brown, Police Chief; Nick Montie, Fire Chief.

LIMITED PUBLIC COMMENT

Public comment was received regarding replacing a vacant Council seat due to a City Election and the Charter.

NEW BUSINESS

A. OATH OF OFFICE

City Clerk/Treasurer Insley gave the Oath of Office to the newly elected Mayor and Councilmembers; William LaLonde, Mayor and Councilmembers Jim Clapperton, Kayla Pelter and Michael Williford.

At this time, former Mayor Litzner turned the meeting over to Mayor LaLonde and the newly elected Councilmembers took their place at the Council's table.

B. ELECTION OF MAYOR PRO-TEM:

Mayor LaLonde called for nominations for the position of Mayor Pro-Tem. It was moved by Councilmember Clapperton, seconded by Councilmember Fullerton, to nominate Robert St. Louis to continue as Mayor Pro-Tem.

Mayor LaLonde called again for any other nominations and hearing none, it was the consensus of Council to appoint Robert St. Louis as the Mayor Pro-Tem for the next two years.

C. ANNOUNCEMENT OF OPEN COUNCIL SEAT & PROCESS

Mayor LaLonde requested suggestions from Council as to how to proceed with filling the vacant Council seat. It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to first consult the City Attorney regarding the Charter's directives and to also begin accepting letters of interest to fill the vacant seat through November 18th.

After some discussion, Mayor LaLonde recognized the Council's intention to fill the vacancy within 30 days, per the City Charter's suggested time frame, and asked that letters of interest be submitted to the City Manager's office by Thursday, November 18th at 4 p.m.

Roll Call Vote

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

No: Councilmember Fullerton.

Absent: None.

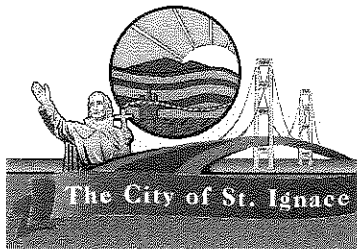
Motion carried five to one.

ADJOURN

There being no further business, the meeting adjourned at 8:15 p.m.

William LaLonde, 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: November 22, 2021 **Presenter: Betsy Dayrell-Hart**

Department: Planning Commission **Darcy D. Long, City Manager:**

A handwritten signature in black ink, appearing to read "D. Long", is written over a horizontal line.

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: Recommended Zoning Changes

BACKGROUND:

Changes were brought up at previous meeting; they were recommended to us by an attorney to satisfy Department of Justice requirements. Planning Commission held a public hearing on the changes, and no public comment was made.

FISCAL EFFECT:

N/A

SUPPORTING DOCUMENTATION:

See attached proposed changes, letter from Haider Kazim, and summary of the public hearing.

RECOMMENDATION:

Recommended that Council vote to approve the changes.

The St. Ignace Planning Commission met from 6-7 PM on Thursday 11/4/21 to hold a public hearing on the proposed zoning amendments.

The meeting was in person (4 members of the planning commission and the assistant to the City Manager were present, doors to City Hall and Council Chambers were open to the public) and on zoom, where one member of the Planning Commission and the City Manager were present (unable to attend the meeting in person due for reasons of health conditions) and 2 members of the public were present and visible on camera, one other present but not visible on camera.

No person spoke on the proposed zoning amendments. No letters or other communications regarding the proposed amendments were presented.

Commissioner Jim Draze moved to close the public hearing at 7 PM, the motion was seconded and passed by the commission.

The Planning Commission held a special meeting, open to the public at 7 PM, and voted to recommend to the city council that they pass the amendments as written. The City Manager was asked to put the documents in council packets and to put this recommendation on the agenda for the next council meeting, which will be at 7PM on November 22, 2021 in Council Chambers. All council meetings are open to to the public and on zoom. Members of the public may address council during public comment periods (either in person or on zoom).



ATTORNEYS AND COUNSELORS AT LAW
310 W. FRONT STREET, SUITE 221 ■ TRAVERSE CITY, MICHIGAN 49684 ■ PHONE: (231) 922-1888 ■ FACSIMILE: (231) 922-9888

Haider A. Kazim
hkazim@cmda-law.com

February 7, 2020

VIA E-MAIL ONLY citymgr@lighthouse.net

Michael Stelmaszek
CITY MANAGER OF ST. IGNACE
396 North State Street
St. Ignace, MI 49781

RE: Zoning Ordinance Amendments

Dear Mr. Stelmaszek:

Attached please find amendments to certain sections of the City of St. Ignace Zoning Ordinance (hereafter referred to as "Zoning Ordinance"). As part of the amendment to the definitions section 38-5 of the Zoning Ordinance, we have added definitions for several terms that were previously undefined but appear repeatedly throughout the Zoning Ordinance. Specifically, I have included definitions for "assembly hall", "church", and "governmental facility". Of particular significance is the inclusion in the definition of "assembly hall" that it is any building or part of a building that is operated for commercial and for-profit purposes. The term "theater" is defined by referencing it to the definition of "assembly hall". By specifically providing that an assembly hall and/or theater is any building or part of building that is operated for commercial and for-profit purpose, the City would be able to defend against an argument that such buildings include non-profit enterprises such as a church. It also addresses the City's intent that, in its central, general, and tourist business districts where such uses are permitted, they are intended for commercial and for-profit purposes resulting in generation of tax revenues. We added a definition for "Zoning Administrator" to more accurately define the role of the different officials charged with the administration and enforcement of the Zoning Ordinance. These officials, in the past, have included the Building Inspector, the City Manager, and the City Assessor.

Extensive and significant amendments are proposed to sections 38-54, 38-55, 38-56, and 38-59. Amendments have also been proposed for sections 38-53, 38-69, and 38-61. Amendment to sections 38-54, 38-55, 38-56, and 38-59 were necessitated to: (a) bring the Zoning Ordinance into compliance with the Michigan Zoning Enabling Act; and (b) to provide detailed and clear guidelines and standards to the board of zoning appeals, Zoning Administrator, and any other officer or body charged with administering and enforcing the Zoning Ordinance. The sections pertaining to variances have been amended to set forth clear standards that would put the applicant and the board of zoning appeals on notice as to their respective obligations and burden of proofs. The amended section 38-59 sets forth a detailed mechanism and roadmap for the procedure to be followed by the board of zoning appeals when considering a request for a Zoning Ordinance interpretation, special exceptions, an appeal from a decision, order or determination of the Zoning Administrator, and/or an application for a variance.

Sections 38-231, 38-251, and 38-271, were amended to indicate the types of uses and intent for the central, general, and tourist business districts. Accordingly, you will note that these sections now specifically provide that the types of uses permitted in these districts are those that promote development of for-profit businesses, protect and increase property values, and generate and maximize tax revenues. The sections also now specifically provide that any use that negatively impacts existing and future for-profit business and commercial uses as well as tax revenue generation and maximization will not be permitted. However, as a result of a now well-defined and standardized variance process, we have preserved the ability of the board of zoning appeals to permit a tax-exempt use by granting a variance so long as all the requirements for obtaining a variance are met. Hence, we have included the all-inclusive phrase “unless allowed in accordance with the provisions of this chapter”, that would allow a use, not otherwise permitted, in these business districts through the variance process.

We also amended a portion of section 38-272 as it pertained to theaters, assembly halls and public buildings to bring them into uniformity with the other business districts as to the usage of defined terms. Please note that all text amendments are underlined and highlighted in yellow while language proposed to be removed is indicated by a red strike-through.

We have set forth below the process that should be followed with regard to amending the Zoning Ordinance. The amendments should be distributed to members of the Planning Commission for their consideration, and placed on the agenda of the next regularly scheduled meeting. If the Planning Commission does not meet regularly then a meeting should be scheduled in accordance with the Open Meetings Act in a timely manner. Planning Commission members are strongly encouraged to review and consider the proposed amendments prior to the meeting so they could engage in a productive and substantive deliberations upon the proposed amendments.

Pursuant to MCL 125.3202(1), amendments to a zoning ordinance are adopted in the same manner as adoption of the original zoning ordinance. However, under subsection 4, an amendment to a city zoning ordinance is subject to a protest petition. A protest petition must be presented to the city council BEFORE final action on the amendment is taken by the city council AND it must be signed by one (1) or more of the following:

- (a) The owners of at least 20% of the area of land included in the proposed change.
- (b) The owners of at least 20% of the area of land included within an area extending outward 100 feet from any point on the boundary of land included in the proposed change.

Publicly owned land must be excluded in calculating the 20% land area requirement required above. If a protest petition is filed, approval of the amendment will require a 2/3 vote of the city council UNLESS a larger vote, not to exceed a ¾ vote, is required by city charter. Section 7.3 of the City of St. Ignace Charter requires the affirmative vote of at least four (4) members of the City Council to adopt an amendment to an ordinance. Thus, in the event that a protest petition is filed pursuant to MCL 125.3403, the Zoning Ordinance amendment must be approved by the affirmative vote of five (5) members of the City Council which, would constitute a 2/3 vote of the seven (7) member City Council.

The Planning Commission must hold at least one (1) public hearing. Notice of the public hearing must be published in a newspaper of general circulation in the City not less than fifteen (15) days before the date of the hearing. MCL 125.3103(1). Since amendments to the Zoning Ordinance do not involve a

rezoning, notice of the hearing need not be given to property owners under MCL 125.3103(2). The notice must: (a) describe the nature of the request; (b) indicate the property that is the subject of the request; (c) state when and where the request will be considered; and (d) indicate when and where written comments will be received concerning the request. MCL 125.3103(4).

Notice of the time and place of the public hearing must also be given by mail to each electric, gas, and pipeline public utility company, each telecommunication service provider, each railroad operating within the City, and the airport manager of each airport, that registers its name and mailing address with the clerk of the City Council for the purpose of receiving the notice of public hearing. The notice must also include the places and times at which the proposed text amendments may be examined. MCL 125.3306.

Following the public hearing, the Planning Commission must transmit a summary of comments received at the hearing and the proposed Zoning Ordinance text amendments as well as its recommendations regarding the amendments, to the City Council. After receiving the text amendments from the Planning Commission, the City Council MAY hold a public hearing if it considers it necessary. MCL 125.3401(1). Notice of the public hearing is given in the same manner as was given for the public hearing before the Planning Commission. MCL 125.3401(2). However, the City Council MUST hold a public hearing IF requested by an interested property owner. If the hearing is held at the request of an interested property owner, notice need only be given to the interested property owner by mail or personal delivery. MCL 125.3401(4). Before or after any public hearing that may be conducted by the City Council, it is also authorized to refer proposed amendments to the Planning Commission for further consideration and comment. MCL 125.3401(3). The City Council can consider the text amendments as considered by the Planning Commission at the public hearing, OR it may make changes, additions, or amendments to the recommended amendments received from the Planning Commission. The City Council has the option to refer the changes back to the Planning Commission for consideration and comment.

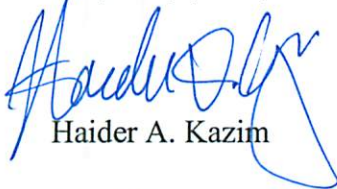
Adoption of the Zoning Ordinance text amendment requires an affirmative vote of a majority of the members of the City Council elected and serving. This would require the affirmative vote of four (4) of the City Council members which, is consistent with section 7.5 of the City Charter. Following adoption of the Zoning Ordinance text amendment, the amendment must be filed with the clerk of the City Council, and a notice of ordinance adoption must be published in a newspaper of general circulation in the City within fifteen (15) days after adoption. MCL 125.3401(7). The notice must include (a) either a summary of the regulatory effect of the amendment, including the geographic area affected, or the text of the amendment; (b) the effective date of the amendment; and (3) the place where and time when a copy of the amendment may be purchased or inspected. MCL 125.3401(9). The Michigan Zoning Enabling Act (MZEA) provides that its filing and publication requirements supersede any other statutory or charter requirements relating to the filing and publication of city ordinances. MCL 125.3401(10). The Zoning Ordinance text amendment will take effect seven (7) days after publication of the notice of ordinance adoption or at such later date after publication as may be specified by the City Council. MCL 125.3401(6).

It is noted that section 7.4 of the City Charter requires publication of ordinances within ten (10) days after the ordinance takes effect. Thus, the City may publish the Zoning Ordinance text amendment a second time after it takes effect as provided above.

As you are aware, the City entered into an agreement with the United States Department of Justice (DOJ) whereby, in return for the City's agreement to amend its Zoning Ordinance specifically with regard to the central, general, and tourist business districts and permitting DOJ to review and approve the proposed amendments, the DOJ would terminate its investigation and potential enforcement action against the City arising from alleged violations of the Religious Land Use and Institutionalized Persons Act (RLUIPA). Therefore, I will be submitting a copy of the proposed Zoning Ordinance amendment to the DOJ for their review, consideration, and eventual approval. It is possible that the DOJ may have comments and propose changes to the text amendments. All comments and/or proposed changes received from the DOJ will be forwarded to you for submission to the Planning Commission for its review and consideration. It may be likely that additional discussions would be required with the DOJ to resolve any areas of disagreement and/or concern related to the Zoning Ordinance amendment. We will keep you informed of any such discussions. In the interest of efficiency, it is recommended that a public hearing by the Planning Commission on the Zoning Ordinance text amendment not be held until final approval from the DOJ has been secured. However, in the meantime, the Planning Commission is not precluded from holding public meetings to review and consider the text amendments.

As the process of reviewing the Zoning Ordinance text amendments moves forward, it is anticipated that members of the Planning Commission and/or City Council will have questions regarding the text amendments and the adoption process. Please do not hesitate to contact me with any such questions. If you require my attendance at any Planning Commission and/or City Council meeting to assist them with the review and/or adoption process, I would be available to attend such meetings.

Very truly yours,



Haider A. Kazim

HAK/llr

Enc.

cc: Mayor Connie Litzner (w/enc.) - **via e-mail only** litzner_connie@yahoo.com
Christopher Flechsig (w/enc.) - Claim No.: 1902193; Assigned No. 92595 - **via e-mail only**

AMENDMENTS TO SECTION 38-5. DEFINITIONS

The following definitions are added to Section 38-5:

Assembly hall means a building or a part of a building devoted to live dramatic, musical or dance performances, motion pictures, and public meetings, and operated for commercial and for-profit purposes.

Building means any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Church means a building or part of a building wherein persons regularly assemble for religious worship, and that is tax exempt under the laws of this state, and in which religious services are held and with which a clergyman is associated.

Governmental facility/offices means a building, area or premises owned and/or used by a department, commission, agency or instrumentality of the United States, the State of Michigan, Mackinac County, City of St. Ignace or an authority, district or instrumentality thereof.

Municipal building: SEE GOVERNMENTAL FACILITY/OFFICES

Structure means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

Theater: SEE ASSEMBLY HALL

Variance means a modification of the literal provisions of this chapter which is authorized by the board of zoning appeals when strict enforcement of this chapter would cause practical difficulties or unnecessary hardship for the property owner.

Zoning Administrator means the official designated by the city council to administer and enforce this chapter. The Zoning Administrator may be the building official, building inspector or other person charged with the responsibility of administering and enforcing this chapter by the city council.

AMENDED SECTION 38-53. RULES OF PROCEDURE

The board of zoning appeals ~~shall~~ **may** adopt rules and regulations. ~~Copies of such regulations shall be made available to the public at the office of the city clerk and the building inspector.~~ Meetings of the board of zoning appeals may be held once each month, and at such additional times as the board may determine. ~~The time of regular meetings of the board of zoning appeals shall be specified in the rules and regulations.~~ There shall be a fixed place of meeting for the board of zoning appeals and all hearings shall be open to the public. ~~The presence of four~~ **A** ~~majority of the~~ members of the board of zoning appeals shall constitute a quorum. ~~The board of zoning appeals shall act by resolution.~~ The concurring vote of ~~five members~~ **a majority of the**

members of the board of zoning appeals shall be necessary to reverse any order, requirement, decision, or determination of the officer or body from whom the appeal is taken ~~building inspector~~, or to decide in favor of the applicant on any matter upon which it is required to pass by this chapter, ~~or to grant variations from the requirements of this chapter~~. The board of zoning appeals shall keep minutes of the proceedings, showing the action of the board and the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examination, and other official actions, all of which shall be filed promptly in the office of the board of zoning appeals and shall be a matter of public record. Board of zoning appeals members may abstain from voting only if conflict of interest is determined. The board of zoning appeals may call on any other city departments for assistance in the performance of its duties and it shall be the duty of such other departments to render such assistance to the board of zoning appeals as may reasonably be required. The regular attendance of board of zoning appeals members being necessary for the effective operation of the board of zoning appeals, any member of said board who is absent from either three consecutive meetings or one-fourth of all meetings in any 12-month period, unless the board shall excuse such absences and record such in the minutes of the board, shall be deemed to have resigned. The secretary of the board of zoning appeals shall notify the mayor of any such resulting vacancy, and the mayor shall fill such vacancy as soon as possible after such notification.

AMENDED SECTION 38-54. JURISDICTION

~~The board of zoning appeals in conformity with the provisions of this chapter and of Public Act No. 207 of 1921 (MCL 125.581 et seq.), may reverse and affirm, wholly or in part, or may modify the order, requirements, decision, or determination appealed from, and shall make such order, requirements, decision or determination as in its opinion ought to be made on the premises, and to that end shall have all the powers to hear and decide all matters referred to it or upon which is required to pass under this chapter.~~

The board of zoning appeals shall hear and decide questions that arise in the administration of this chapter, including the interpretation of the zoning maps. It shall hear and decide appeals from and review any order, requirement, decision, or determination made by the Zoning Administrator in the administration or enforcement of this chapter. Within this capacity, the board of zoning appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from.

(1) *Interpretation.* The board of zoning appeals shall hear and decide upon the following requests:

- (a) Interpretation of the provisions of this chapter and zoning maps: Interpret the provisions of this chapter when it is alleged that certain provisions are not clear or that they could have more than one meaning. In deciding upon such request, the board of zoning appeals shall ensure that its interpretation is consistent with the intent and purpose of this chapter, the Article and Division in which the language is contained, and all relevant provisions of this chapter.

(b) Determine the precise location of the boundary line between zoning districts where there is dissatisfaction with the decision made by the Zoning Administrator.

(2) *Administrative Review.* To hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, decision, or determination made by the Zoning Administrator in the administration or enforcement of this chapter.

AMENDED SECTION 38-55. VARIANCES

Subject to the provisions of section 38-596, the board of zoning appeals, after public hearing, shall have the power to decide applications, filed as hereafter provided, for variances:

~~(1) Where it is alleged by the appellant that there is error or misinterpretation in any order, requirement, decision, grant or refusal made by the building inspector or other administrative office in the carrying out of enforcement of the provisions of this chapter.~~

(2) Where, by reason of the exceptional narrowness, shallowness, or shape of a specific piece of property on the effective date of the ordinance from which, this chapter is derived, or by reason of exceptional topographic conditions, or other extraordinary situation or condition of land, building or structure, or of the use or development of property immediately adjoining the property in question, the literal enforcement of the requirements of this chapter would involve practical difficulties or would cause undue hardship; provided that the board of zoning appeals shall not grant a variance on a lot of less area than the requirements of the ~~zone~~ zoning district even though such lot existed at the time of passage of the ordinance from which this chapter is derived if the owner owned adjacent land which could without undue hardship be included as part of the lot.

(3) Where there are practical difficulties if strict compliance with the terms of this chapter is required relating to the construction, structural changes, or alterations of buildings or structures related to dimensional requirements of this chapter or to any other nonuse related standard in this chapter, the board of zoning appeals may grant a nonuse variance, ~~or unnecessary hardship in any way of carrying out the strict letter of this chapter~~ so that the spirit of this chapter is observed, public safety secured, and substantial justice done. In determining nonuse variances, the board of zoning appeals shall consider whether the practical difficulties are created by the applicant, whether there are reasonable alternatives to the variance, and whether the spirit and intent of this chapter will be essentially preserved. ~~relating to the construction, structural changes in equipment, or alterations of buildings or structures, or the use of land, buildings or structures so that the spirit of this chapter shall be observed, public safety secured, and substantial justice done.~~

(3) Where this is an unnecessary hardship in the way of carrying out the strict letter of this chapter for use variances, the board of zoning appeals may grant a variance from uses of land prescribed under this chapter as provided in section 38-56, so that the spirit of this chapter is observed, public safety secured, and substantial justice done.

(4) The concurring vote of five (5) member of the board of zoning appeals is required to approve a use variance.

AMENDED SECTION 38-56. GENERAL CONDITIONS FOR VARIANCE

No variance in the provisions or requirements of this chapter shall be authorized by the board of zoning appeals unless the board finds from ~~reasonable~~ competent, material and substantial evidence that all the following facts and conditions exist:

(1) ~~That there are exceptional or extraordinary circumstances or conditions applying to the property in question as to the intended use of the property that do not apply generally to other properties in the same zoning district.~~ That the variance:

- a. will be in harmony with the general purpose and intent of this chapter.
- b. will not cause adverse impacts on surrounding property, property values, or the use and enjoyment of property in the neighborhood or district.
- c. will do substantial justice to the applicant as well as to other property owners in the district, or whether a lesser variance than applied for would give substantial relief to the applicant and be more consistent with justice to other property owners.

(2) ~~That such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning district and in the vicinity. The possibility of increased financial return shall not itself be deemed sufficient to warrant a variance.~~ That the need for the variance is due to unique circumstances or physical conditions, such as narrowness, shallowness, shape, or topography of the property involved such that strict compliance with area, setbacks, frontage, height, bulk, density or other dimensional requirement would unreasonably prevent the property owner from using the property for a permitted purpose, or would render conformity unnecessarily burdensome.

(3) ~~That the authorizing of such variance will not be of substantial detriment to adjacent property and will not materially impair the intent and purposes of this chapter or the public interest.~~ That unnecessary hardships or practical difficulties exist which prevent carrying out the strict letter of this chapter. These unnecessary hardships or practical difficulties shall not be deemed economic, but shall be evaluated in terms of the characteristics of a particular parcel of land.

(4) ~~That the condition or situation of the specific piece of property, or the intended use of said property for which the variance is sought, is not of so general or recurrent a nature as to make reasonably practicable the formulation of a general regulation for such condition or situation.~~ That the need for the variance is not the result of actions of the property owner (self-created) or previous property owners.

(5) That the variance will relate only to property under control of the applicant.

(6) That the variance shall not permit the establishment within a district of any use which is not permitted by right within that zoning district, or any use for which a special land use permit or temporary use permit is required except where failing to do so would result in a constitutional taking for which compensation would otherwise have to be paid because the application of existing regulations do not permit a reasonable use of land under existing common law or statutory standards.

AMENDED SECTION 38-59. PROCEDURES

The following procedure shall be required:

(1) ~~An appeal for variance from any ruling of the building inspector or other administrative officer administering any portion of this chapter may be taken by any person or any governmental department affected or aggrieved.~~ An appeal to the board of zoning appeals shall be taken by a person aggrieved by an order, requirement, decision, or determination of the Zoning Administrator within fourteen (14) days after issuance, in writing, of the order, requirement, decision or determination being appealed.

(2) ~~An application for special exceptions authorized by this chapter may be taken by any person or governmental department affected.~~ Requests for chapter interpretation, variances and special exceptions may be made by any aggrieved persons or by any officer, department, board or administrative official of the city.

(3) The board of zoning appeals shall not consider any requests application or of appeals without the payment by the applicant or appellant to the city treasurer of a fee as determined from time to time by resolution of the city council. Such Requests for interpretation, variances, or application special exceptions shall be taken by filing them in writing with the board of zoning appeals. or An appeal shall be taken by filing with the Zoning Administrator, a written notice of appeal, specifying the grounds for the appeal. The Zoning Administrator filed with the building inspector, who shall transmit to the board of zoning appeals the same together with all plans, specifications and other papers constituting the record upon which the action appealed from was taken. pertaining to the application or appeal, to the board of appeals. Appeals fees will be set by city council resolution.

(4) When a written request for interpretation, variance or special exceptions is received, or an application or appeal has been filed in proper form and with the required data, the secretary of the board of zoning appeals shall immediately place the request application

or appeal upon the calendar for a public hearing and provide notice of the public hearing as follows:

a. The notice shall be published once, at least fifteen (15) days prior to the date of the public hearing, in a newspaper of general circulation in the city.

b. Except as provided in subsection d below, notice of public hearing shall be mailed or personally delivered to the following persons, at least fifteen (15) days prior to the date of the public hearing:

(i) The applicant;

(ii) The owner or owners of the subject property;

(iii) All persons to whom real property is assessed within three hundred (300) feet of the property that is the subject of the appeal or request, even if the three hundred (300) feet extends outside of the city's boundaries; and

(iv) The occupants of all structures within three hundred (300) feet of the property that is the subject of the appeal or request, even if the three hundred (300) feet extends outside of the city's boundaries. If the name of the occupant is not known, the term "occupant" may be used in making notification under this subsection.

c. The notice of the public hearing shall include the following information:

(i) A description of the appeal or request.

(ii) An identification of the property that is the subject of the appeal or request, if applicable. Except as provided in subsection d below, the notice shall include a listing of all existing street addresses within the property. Street addresses do not need to be created and listed if no such addresses currently exist within the property and another means of identification of the property shall be used.

(iii) State when and where the appeal or request will be considered.

(iv) Identify when and where written comments will be received concerning the appeal or request.

d. When an appeal or request for interpretation of the provisions of this chapter does not involve a specific parcel, the mailing or delivery requirements of subsection b(ii), b(iii), and b(iv) above are not required, and the listing of individual property addresses under subsection c(ii) above is not required.

~~cause notices to be served stating the time, place, and object of the hearing. Such notices shall be served personally or by mail at least seven days prior to the date of such hearing, upon the application or appellant, and the building inspector and owners of record property within 300 feet of the premises in question, which notices, if by mail, shall be addressed to the respective owners of record at the address given in the last assessment roll. Any party may appear at such hearings in person, or by agent or attorney.~~

- (5) Upon the day for hearing any application or appeal, the board of zoning appeals may adjourn the hearing in order to permit the obtaining of additional information, or to cause such further notice as it deems proper to be served upon such other property owners as it decides may be interested in said application or appeal. In the case of an adjourned hearing, persons already heard from need not be notified of the time of resumption of hearing unless the board of zoning appeals so decides. The decision of the board of zoning appeals expires within one year of the date of decision unless the project is under construction and complies with the building permit.

AMENDED SECTION 38-60. DECISIONS

The board of zoning appeals shall decide all applications and appeals within 30 days after the final hearing thereon. A copy of the board of zoning appeals' decision shall be transmitted to the applicant or appellant and to the Zoning Administrator ~~building inspector~~. Such decision shall be binding upon the Zoning Administrator ~~building inspector~~ and observed by him and he shall incorporate the terms and conditions of the same in the permit to the applicant or appellant whenever a permit is authorized by the board of zoning appeals. A decision of the board of zoning appeals shall not become final until the expiration of five days from the date such decision is made unless the board of zoning appeals shall find the immediate effect of such decision is necessary for the preservation of property or personal rights and shall so certify on the record. A party aggrieved by the decision may appeal to the Circuit Court of Mackinac County as provided in MCL 125.3606.

AMENDED SECTION 38-61. STAY OF PROCEEDINGS

An appeal shall stay all proceedings in furtherance of the action appealed from unless the ~~building inspector~~ Zoning Administrator certifies to the board of zoning appeals after notice of appeal shall have been filed with him, that by reason of fact stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed other~~wise~~ than by a restraining order which may, on due cause shown, be granted by the board of zoning appeals ~~or~~ by the circuit court on application, after notice to the Zoning Administrator ~~building inspector~~.

AMENDED SECTION 38-231. DESCRIPTION OF DISTRICT

The central business district (CBD) is designed to provide for a variety of establishments, including retail, personal, professional and other services commonly associated with commercial, office, and business centers to serve the overall shopping needs of the population including both convenience and comparison goods and services and to provide facilities that are compatible with and of service to for-profit business and commercial uses. ~~for office buildings, retail stores, and personal service establishments, which normally occupy the prime retail frontage to service the comparison, convenience, and personal service shopping needs of the community.~~ The central business district regulations are designed to promote convenient ~~pedestrian~~ shopping and stable retail development by encouraging a continuous retail frontage and by prohibiting outdoor automotive-related ~~and outdoor business~~ activities as well as any uses that negatively impact

existing and future for-profit business and commercial uses in the district and have a detrimental effect on tax revenue generation and maximization unless permitted in accordance with the provisions of this chapter. It is further the purpose of this district to promote development of retail and commercial businesses and activities, preserve the business and commercial character of the area, protect and increase property values in the district, and maximize tax revenues.

AMENDED SECTION 38-232. PERMITTED USES

~~(7) Municipal buildings and governmental offices.~~

NEW SECTION 38-234. SPECIAL LAND USES

In the central business district (CBD), a building, structure or part thereof may be erected, altered, or moved upon a structure or parcel of land in said district, and a parcel of land may be used, for the following purposes when approved by the city council after review by the city planning commission in accordance with the requirements of article V of this chapter:

- (1) Municipal buildings and governmental offices.
- (2) Any use that is tax exempt under any state and/or federal law.

AMENDED SECTION 38-251. DESCRIPTION OF DISTRICT

The general business district (GBD) is designed to provide for more diversified for-profit business and commercial activities than the central business district (CBD) that are compatible with and of service to such business and commercial uses in the general business district. ~~the general retail stores and service establishments of the community.~~ The general business district regulations are designed to promote convenient shopping for motorists as well as pedestrians; ~~with off-street parking being provided by each business.~~ The general business district regulations shall promote development of for-profit businesses and activities, preserve the business and commercial character of the area, protect and increase property values, and maximize tax revenues. In furtherance of this purpose, no use that negatively impacts existing and future for-profit business and commercial uses in the district and has a detrimental effect on tax revenue generation and maximization shall be permitted in the general business district unless allowed in accordance with the provisions of this chapter.

NEW SECTION 38-254. SPECIAL LAND USES

In the general business district (GBD), a building, structure or part thereof may be erected, altered, or moved upon a structure or parcel of land in said district, and a parcel of land may be used, for the following purposes when approved by the city council after review by the city planning commission in accordance with the requirements of article V of this chapter:

- (1) All special land uses permitted in the central business district (CBD).

AMENDED SECTION 38-271. DESCRIPTION OF DISTRICT

The tourist business district (TBD) is designed to provide for the retail and service needs of tourists and the traveling public. The tourist business district regulations are designed to promote stable development of for-profit tourist businesses and activities, with adequate parking and open space being required of each business. No use that negatively impacts existing and future for-profit business and commercial uses in the district and has a detrimental effect on tax revenue generation and maximization shall be permitted in the tourist business district unless allowed in accordance with the provisions of this chapter.

AMENDED SECTION 38-272. PERMITTED USES

(4) Any theater or assembly hall ~~public assembly building~~ located completely within an enclosed building.

(7) ~~Any publicly owned building or facility.~~

NEW SECTION 38-274. SPECIAL LAND USES

In the tourist business district (TBD), a building, structure or part thereof may be erected, altered, or moved upon a structure or parcel of land in said district, and a parcel of land may be used, for the following purposes when approved by the city council after review by the city planning commission in accordance with the requirements of article V of this chapter:

- (1) All special land uses permitted in the central business district (CBD) and general business district (GBD).

AMENDED SECTION 38-391. GENERAL DESCRIPTION

The city may provide special land use permits in any zoning district only after review by the city planning commission and approval by the city council. Consideration for the issuance of a permit shall be contingent upon full compliance with all provisions of this chapter and with Public Act No. 110 207 of 2006 1921 (MCL 125.3101 581 et seq.), Michigan zoning enabling act ~~city of village zoning~~.

AMENDED SECTION 38-393. GENERAL STANDARDS FOR SPECIAL LAND USE

Each application for ~~parcel of property proposed for development as~~ a special land use shall meet all of the following standards ~~site eligibility requirements~~:

- (1) The use ~~characteristics of the site~~ shall be compatible ~~suitable for the proposed~~ ~~special use including~~ with the topography, soil drainage characteristics, vegetation, site and location, historic buildings, scenic views or other unique features of the land affected by the use.
- (2) ~~The special land use is warranted by the better design and amenities. incorporated~~

~~in the proposed that would not be feasible under any other standard zoning classification.~~ The use shall be designed, constructed, operated and maintained so as to be harmonious and compatible in appearance with the intended character of vicinity.

- (3) The ~~special land~~ use shall be ~~is~~ consistent with the intent and purpose of the zoning district in which it is proposed ~~this chapter~~.
- (4) The ~~special land~~ use shall ~~must~~ be compatible with the adjacent land uses and the natural environment.
- (5) The ~~special land~~ use shall ~~must~~ be served adequately by existing or proposed public infrastructure and services, including but not limited to, streets and highways, police and fire protection, refuse disposal; water, wastewater, and storm sewer facilities; electrical service and schools ~~compatible with the capacity of the public services and facilities affected by the land use~~.
- (6) The ~~special land~~ use shall not involve any activities, processes, materials, equipment or conditions of operation that would be detrimental to any person or property or to the general welfare ~~must be designed to protect the public health, safety and welfare~~.
- (7) The use shall not be detrimental or disruptive to existing or planned uses in the vicinity.
- (8) The use shall not create excessive additional requirements for infrastructure, facilities, and services provided at public expense.

AMENDED SECTION 38-394. PERFORMANCE REQUIREMENT

- (15) *Tax exempt uses.* For a use that is tax exempt under any state and/or federal law, no objection shall be filed or made with any local, state, or federal agency, by the owner of record of the special land use site, against any existing or future land use that is lawful and permitted in the zoning district in which the tax exempt use is proposed to be located.

QUALIFIED CANDIDATES WHO SUBMITTED LETTERS OF INTEREST

- Tom Cronan
- Fred Paquin
- Tammy Shepard

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 23 day of November, 2021, 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, 2022 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 32 hours per week (1,664 hours annually).
- B. Employer agrees to pay Employee an annual base salary of \$41,712.00, 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.
- D. In addition, during only the months of May through October, Employer agrees to pay Employee for an additional four (4) hours per week for the express purpose of Employee performing routine maintenance and repair work on parks, grounds, and other improved facilities that are under the DDA's purview and control. Pay for these additional hours will be at the same hourly rate as implied by the above base salary.

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 thirty-two (32) 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 in accordance with the City benefits package that was in effect as of November 1, 2021, 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 – 7.38 hrs./pay period, equating to 192 hours annually. 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 – 2.77 hrs./pay period. Maximum accumulation of 400 hrs.
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 hire date in October, 1998.
7. Annual Longevity Bonus –
 - a. Under 20 years = 3% (of previous year's wages)
 - b. 20 – 29 years = 4%
 - c. 30 and up year = 5%

Employer and Employee agree that, for purposes of the above benefits, Employee will receive credit for all past service to the City of St. Ignace in deference to Employee's original hire date in October, 1998.

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 November 1, 2021.

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 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 November 23, 2021.
- 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 _____, 2021.

WITNESS:

DDA/CITY OF ST. IGNACE

James R. North, DDA Chairman

WITNESS:

EMPLOYEE

Scott J. Marshall

COMMITTEE APPOINTMENTS

Board of Review:

- Tammy Shepard, Member, Exp. 12/22

St. Ignace Building Authority:

- Bill Fraser, City Member, Exp. 12/23
- Nick Montie, Fire Chief, Exp. 12/23
- Robert St. Louis, Mayor Pro-Tem, Exp. 12/23

Cemetery Committee:

- Paul Fullerton, Council, Exp. 12/23
- Willie LaLonde, Mayor, Exp. 12/23
- Kelly Simmons, Deputy Clerk, Exp. 12/23

Compensation Committee:

- Stephannie Vallier, Member, Exp. 12/26

Dock 3 Committee:

- Paul Fullerton, Council, Exp. 12/23
- Mike Williford, Council, Exp. 12/23
- Connie Litzner, Member, Exp. 12/23

Election Board:

- Greg S. Cheeseman, Member, Exp. 12/23
- Andrea Insley, City Clerk, Exp. 12/23
- Fred Feleppa, City Attorney, Exp. 12/23

Events Review Committee:

- Mike Williford, Council, Exp. 12/23
- Bill Fraser, City Member, Exp. 12/23
- Willie LaLonde, Mayor, Exp. 12/23
- City Manager, Darcy Long
- Chief of Police, Tony Brown

Finance/Utility Committee:

- Mike Williford, Council, Exp. 12/23
- Jim Clapperton, Council, Exp. 12/23
- Willie LaLonde, Mayor, Exp. 12/23

Fort DeBuade Building and City Collection Committee:

- Willie LaLonde, Mayor, Exp. 12/23

Golf Course Committee:

- George Yshinski, Secretary, Exp. 12/23
- Jon Olsen, Member, Exp. 12/23
- Claudette Brown, Member, Exp. 12/23
- Mark MacDonald, Member, Exp. 12/23
- Paul Fullerton, Council, Exp. 12/23
- Willie LaLonde, Mayor, Exp. 12/23

Negotiating Committee:

- Mike Williford, Council, Exp. 12/23
- Jim Clapperton, Council, Exp. 12/23
- Willie LaLonde, Mayor, Exp. 12/23

Planning Commission:

- Zac Sylvain, Member, Exp. 12/24
- Rick Perry, Member, Exp. 12/24
- Willie LaLonde, Mayor, Exp. 12/23

Policy Committee:

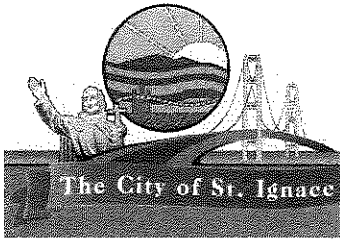
- Robert St. Louis, Mayor Pro-Tem, Exp. 12/23
- Kayla Pelter, Council, Exp. 12/23
- Andrea Insley, City Clerk, Exp. 12/23

Recreation Board:

- Emily Fullerton, City Rep., Exp. 12/23
- Ed Paquin, City Rep., Exp. 12/23
- Willie LaLonde, Mayor, Exp. 12/23
- Robert St. Louis, Mayor Pro-Tem, Exp. 12/23

SI Area EMS:

- Darcy Long, City Manager, Exp. 12/23
- Willie LaLonde, Mayor/Alternate, Exp. 12/23



City of St. Ignace, MI

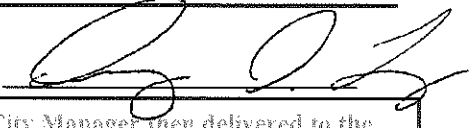
396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

Staff Report

Agenda Date: November 22, 2021

Presenter: Nikki St. Andrew

Department:

Darcy Long, City Manager: 

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

AGENDA ITEM TITLE: Agreement & Resolution--Hometown Holiday Parade and Tree Lighting

BACKGROUND:

Hometown Holiday Parade & Tree Lighting is an annual event held in the City. The Chamber organized the event last year, as well as the 4th of July parade this year. To continue this arrangement in the future, we have drafted a 2-year agreement covering both events.

FISCAL EFFECT:

Same amount as last year--we pay the Chamber \$2000 per event.

SUPPORTING DOCUMENTATION:

See attached Event Management Agreement, event application, and resolution.

RECOMMENDATION:

Recommended that the Council approve the Agreement with the Chamber, as well as the Resolution for this year's Hometown Holiday Parade & Tree Lighting.

CITY OF ST. IGNACE

EVENT MANAGEMENT CONTRACT

This Event Management Agreement (the "Agreement") is entered into and made effective this 22 day of November, 2021 (the "Effective Date"), by and between **the City of St. Ignace**, with a mailing address of 396 N. State Street, St. Ignace MI 49781 (the "City") and **the St. Ignace Chamber of Commerce**, with a mailing address of 560 N. State Street, St. Ignace, MI 49781 (the "Chamber"). The City and the Chamber shall collectively hereinafter be known as the "Parties" or "Party", as applicable.

WHEREAS, the City desires to annually host its 4th of July Parade & Hometown Holiday Parade and Tree Lighting, and;

WHEREAS, the Chamber offers event planning and management services and the City desires to retain the Chamber to perform such services in connection with the details outlined herein, and;

WHEREAS, this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES:** Beginning with the Effective Date of this Agreement, the Chamber will use its professional knowledge and skills to provide event planning services for the following two (2) annual events: the 4th of July Parade & Hometown Holiday Parade and Tree Lighting.
2. **CHAMBER RESPONSIBILITIES:** The Chamber shall specifically secure services for decorating, tree lighting, vendors, games, food & drink, parade floats, entertainment, or other activities as determined by the Chamber. The Chamber shall also be responsible for advertising and promoting the events.
3. **CITY RESPONSIBILITIES:** The City shall specifically secure services for Police coverage, street closures, and Public Works labor. The City shall provide all insurance for the events.
4. **PAYMENT:** The Parties agree to the following Payment and Payment Terms:

The total fee for the Chamber's services shall be \$ 2000.00 per event. The City shall provide the fee to the Chamber no later than one week in advance of the event.
5. **TERM:** This Agreement shall be for a term of two (2) years, beginning November 22, 2021 and ending November 22, 2023. This Agreement is subject to change and/or termination upon the approval of both Parties.

CITY OF ST. IGNACE

Darcy D. Long, City Manager

Date: _____

ST. IGNACE CHAMBER OF COMMERCE

Austin Kimberling, President

Date: _____

City of St. Ignace Special Events Application

Complete and return this application to the City Manager's Office at least 21 calendar days prior to the starting date of the event.
A new application must be submitted each year.

| | | |
|---|--|--------------------------------------|
| Event | | |
| Event Name: Hometown Holiday Parade | | |
| Describe the Event: Stationary Parade held at the Public Marina December 10th 6-7:30pm. Lighted vehicles parked inside the marina. Tents will be set up with hot cocoa goodies, santa, tree lighting, and music. | | |
| Sponsoring Organization Information | | |
| Legal Business Name: St. Ignace Chamber of Commerce | | |
| Address: 560 N State St | City: St. Ignace | State/Zip: 49781 |
| Mailing Address: | City: | State/Zip: |
| Telephone: 906 643 8717 | Email: director@saintignace.org | |
| Contact Name: Nikki | Title: Director | |
| Telephone 906-430-7722 | Email: December 10th at 6pm at the St. Ignace Public Ma | |
| Contact Person on Day of Event | | |
| Name: Nikki | Title: | |
| Address: 560 N State St | City St ignace | State/Zip: 49781 |
| Telephone: | Cell: 906-430-7722 | Email: director@saintignace.org |
| Type of Event (Check one - See Special Events Policy for additional information) | | |
| <input type="checkbox"/> City Operated/Sponsored Event | <input type="checkbox"/> Political or Ballot Issue Event | <input type="checkbox"/> Run Event |
| <input type="checkbox"/> Co-sponsored Event (all parties must provide sponsoring info and sign application) | <input type="checkbox"/> Other (describe) | |
| <input checked="" type="checkbox"/> Non-Profit Event | <input type="checkbox"/> Wedding | <input type="checkbox"/> Block Party |
| <input type="checkbox"/> For Profit Event | <input type="checkbox"/> Video or Film Production | |
| Event Information | | |
| Event Location(s): 13 S State St St. Ignace MI 49781 | | |
| Event Date(s): 12-10-21 | | |
| Event Hours: 6-7:30pm | | |
| Estimated date/time for set up: Dec 9-10 | | |
| Estimated date/time for clean up: | | |
| Describe set up and clean up procedures (include specifically who will be taking care of trash): Individuals bring vehicles and set up lights. Tents will be set up a few days prior and garbage will be taken off site same | | |

Event Information (continued)

Estimated DAILY attendance: 250

Describe crowd control plans for this event:

City Police on site

Describe the Special Event's impact on adjacent commercial and residential property:
none

Will sidewalks be used YES NO *If yes, include a detailed map outlining the proposed sidewalk use*

Describe sidewalk use:

Will street closures be necessary? YES NO

*If yes, include a detailed map indicating road closures, emergency vehicle access, and barricade locations
The City of St. Ignace does not have authority to close County roads.*

Describe street closures:

* Streets closed: Date/Time:

* Streets re-open: Date/Time:

Event Information (continued)

Will parking lot closures be necessary?

YES

NO

If yes, include a detailed map indicating proposed closures and barricade locations

Describe parking lot closures:

Marina is closed for the season at this time. Patrons will be encouraged to use the Star Line Parking lot next to Ace Hardware and walk along the boardwalk to the marina.

" Parking lot(s) closed: Date/Time:

" Parking lot(s) re-open: Date/Time:

What parking arrangements are proposed to accommodate attendance?

Will music be provided/included during the event?

YES

NO

Describe type of music proposed:

Live

Amplification

Recorded

Loudspeakers

Proposed time music will begin: 6pm

Proposed time music will end: 7:30pm

Proposed location of live band/disc jockey/loudspeakers/equipment:

In front of marina building

Describe noise control:

None

Event Information (continued)

Will the event require the use of any of the following municipal equipment:

Sponsoring organization should expect to be charged for use, placement, and maintenance of these items

- | | |
|--|-----------|
| <input type="checkbox"/> Trash Receptacles | Quantity: |
| <input type="checkbox"/> Barricades | Quantity: |
| <input type="checkbox"/> Traffic Cones | Quantity: |
| <input type="checkbox"/> Other (describe): | |

Sponsoring organization may be required to provide a dumpster

Will the following be constructed or located in the event area?

No stakes of any kind allowed on asphalt

- | Item | Item |
|-----------------------------------|---|
| <input type="checkbox"/> Booths | <input type="checkbox"/> Tables |
| <input type="checkbox"/> Tents | <input type="checkbox"/> Rides |
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Portable Toilets <i>(may be required depending on event)</i> |
| <input type="checkbox"/> Canopies | <input type="checkbox"/> Other <i>(describe)</i> |

You must attach a plan of the proposed layout. Include the proposed location of booths, tents, tables, portable toilets, rides, routes, etc.

Will the event have kiddie rides, inflatables (i.e. moonwalk), amusement rides, climbing walls, live animals, hot air balloon, etc.?

YES

NO *If yes, additional insurance coverage will be required*

If yes, describe in detail the types of attractions proposed:

Event Information (continued)

Will the event have food, beverage or concessions YES NO

(See Section X of the Special Events Policy for health department approvals and temporary food license requirements)

Describe:

Free hot cocoa, smores and cookies. Individually wrapped.

Do you plan to have alcohol served at this event? YES NO

* A \$50.00 fee applies to special liquor license applications and Liquor Liability Insurance is required.

Include proposed location(s) on event layout and describe measures to be taken to prohibit the sale of alcohol to minors or visibly impaired individuals

Will there be temporary electricity at this event? YES NO

* An electrical permit is required. Include proposed locations on event layout

Generators Use of Light Pole Outlets Temporary Distribution Panel

Do you plan to have special event signs? YES NO

Signs must conform to City's ordinances

Describe signs, proposed locations, etc.

Do you plan to use city entrance signs or banner

YES NO

If yes you must apply for use through the City Entrance Sign Ordinance/Municipal Banner System Policy

Application Check List (failure to provide necessary documentation will delay application review and approval)

I have attached the following items:

- Completed Application
- Event Map (includes detailed event layout for vendors, rides, booths, electrical needs, etc.)
- Detailed Plan showing road closures, sidewalk use, etc.
- Certificate of Insurance and Indemnification (due to City Manager's Office within 1 week following notice of event approval)
- Insurance Policy endorsement (due to City Manager's Office within 1 week following notice of event approval)
- Event Signage (description)
- Driver's License of applicant

If document is missing, please explain:

The applicant and sponsoring organization understands and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for this event, name the City of St. Ignace as an additional insured on all applicable policies, provide a separate copy of the insurance policy Endorsement, and submit the required documents to the City Manager's Office no later than one week following notice of event approval.

Execute an Indemnification Agreement on the sponsoring organizations letterhead and submit it to the City Manager's Office no later than one week following notice of the event approval.

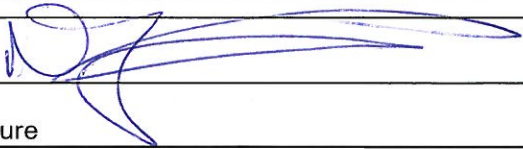
Comply with all City and County ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies;

Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval.

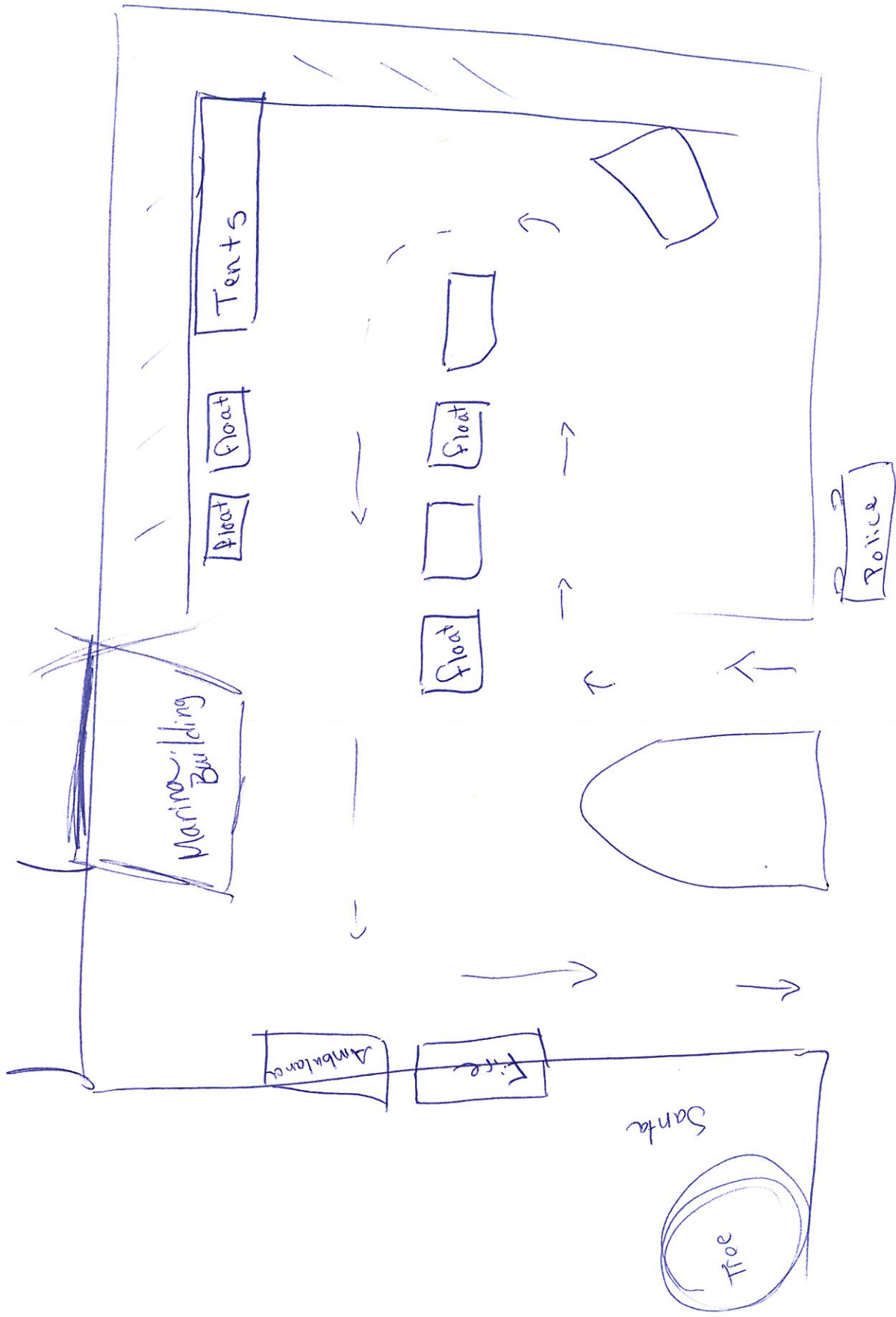
Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Special Events Policy. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval may be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.

Applicant understands that he/she (or the sponsoring organization) is responsible for contacting the Michigan Liquor Control Commission and/or the County Health Department to secure any and all permits required for this event.

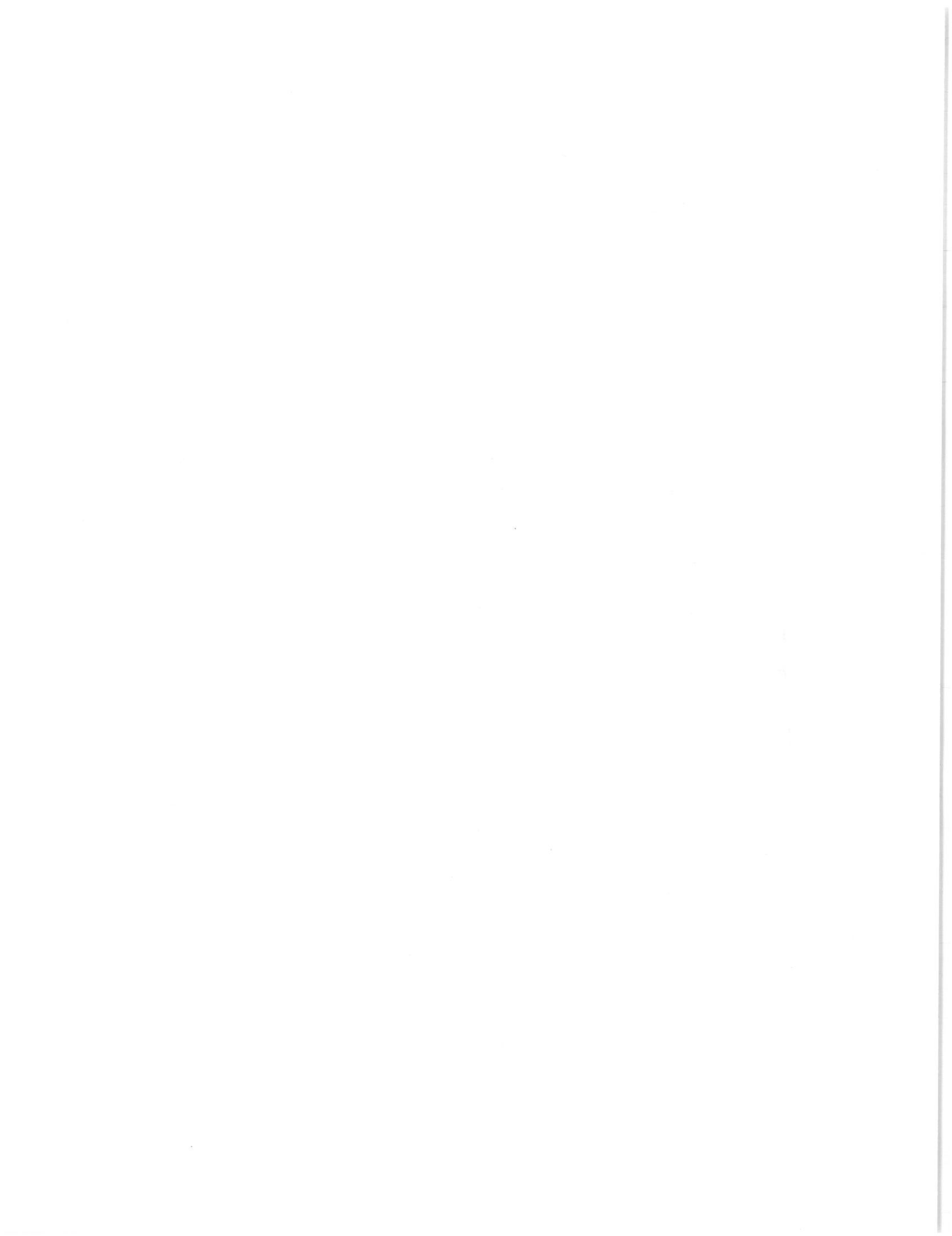
As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

| | |
|--|---------------------|
| Applicant Signature  | Date 11-16-21 |
| Co-Applicant Signature | Date |
| <p>Complete this application, Print, sign and return it, along with all required documentation, to the City Manager's Office at least 21 calendar days prior to the starting date of the event. Please note that a new application must be submitted each year.</p> | <p>Receipt Date</p> |

Print



S. State St



RESOLUTION

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

WHEREAS, St. Ignace Chamber of Commerce and City of St. Ignace requests permission to hold the Hometown Holiday Parade and Tree Lighting.

WHEREAS, this event requires the usage of St. Ignace Public Marina Parking Lot, and

WHEREAS, Ordinance No. 413 of the City of St. Ignace, “The Peddler’s Ordinance”, requires certain criteria be met for the event to be held, and

WHEREAS, the St. Ignace City Council has determined that the requesting organizations do meet the criteria established in the various sections of the Ordinance No. 413.

NOW THEREFORE BE IT RESOLVED, that the City Council does approve the usage of the St. Ignace Marina Parking Lot on Friday December 10, 2021 from 6:00-7:30p.m. for the Hometown Holiday Parade and Tree Lighting.

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, November 22, 2021 at 7:00 p.m.

Andrea Insley, City Clerk

AI/ht



City of St. Ignace, MI

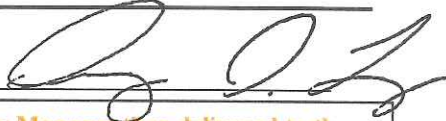
396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

Staff Report

Agenda Date: 11/22/21

Presenter: Bill Fraser

Department: Water Dept.

Darcy Long, City Manager: 

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

AGENDA ITEM TITLE: Replace Heaters and Eye Wash Station at the Water Plant

BACKGROUND:

see attached

FISCAL EFFECT:

Paid for from the RR&I account.

SUPPORTING DOCUMENTATION:

see attached

Note: I gave a letter to three contractors on what the project consisted of for prices.

Belonga Plumbing

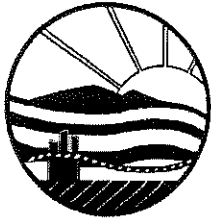
Mackinac Plumbing

Mark & Sons Plumbing and Heating

Did not receive a quote from Belonga Plumbing

RECOMMENDATION:

I am recommending that we do this project, because we don't need any issues with freezing pipes in the basement of the Water Plant. I recommend going with the low bidder which is Mackinac Plumbing.



City of St. Ignace

396 North Street,

St. Ignace, Michigan 49781

Phone: (906) 643-7451 Fax: (906) 643-9393

Email bfraser@cityofstignace.com

Date: 10/21/2021

RE: Prices for Water Plant Projects

The City of St. Ignace Water Plant needs to replace two hanging heaters in the basement, and an Eye Wash Station in the chlorine room.

The City Water Dept. would like a cost to do these projects, please separate the costs for the heaters in case we only replace one and the cost for the Eye Wash Station.

These projects are at the Water Plant 999 Church Street. See Russ Winberg or Water Plant Operator on Duty to do a walk through. Phone number at the Water Plant is (906) 643-9670.

BIDS ARE DUE ON NOVEMBER 5TH BY 3 P.M. AT CITY HALL

Bill Fraser

DPW Director

bfraser@cityofstignace.com

906) 430-0090

Proposal

Page No. of Pages

MACKINAC PLUMBING & HEATING, CO.

99 Bertrand St.
SAINT IGNACE, MICHIGAN 49781
(906) 643-8549 Fax (906) 643-6959

| | |
|---|------------------------|
| PROPOSAL SUBMITTED TO <i>CITY OF ST IGNACE</i> | DATE <i>11-5-01</i> |
| ADDRESS <i>396 N STATE ST</i> | PHONE |
| <i>ST IGNACE</i> | DATE OF PLANS |
| JOB NAME AND LOCATION <i>CITY OF ST IGNACE WATER PLANT</i> | ARCHITECT |
| <i>ATT DPW BILL FRASER</i> | JOB PHONE |

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

*LABOR + MATERIAL TO INSTALL ONE
MODINE HC181SB-DISA UNIT HEATER WITH
MODINE THERMOSTAT @ 175.00*

*LABOR + MATERIAL TO INSTALL ONE
MODINE HC181SB-DISA UNIT HEATER WITH
MODINE THERMOSTAT @ 155.00*

*EYE WASH STATION GUARDIAN
G1814 WALL + LEONARD TA-300LF. @ 1200.00*

(Read Reverse Side)

We propose hereby to furnish material and labor — complete in accordance with above specifications,
for the sum of: _____ dollars (\$ _____)

NOTE: This proposal may be withdrawn by us if
not accepted within _____ days.

Authorized
Signature

Accepted: The above prices, specifications and
conditions are satisfactory and are hereby accepted. You
are authorized to do the work as specified. Payment will be
made as outlined above.

Signature _____

Date _____

Signature _____

Mark & Sons Plumbing & Heating

PO Box 181

St. Ignace, MI 49781

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 11/2/2021 | 1590 |

| |
|---|
| Name / Address |
| City of St. Ignace Water Department 396 N State St St. Ignace, MI 49781 |

| |
|---------|
| Project |
| |

| Description | Qty | Cost | Total |
|--|-----|-------------------------|------------|
| Eye washing station @ water department | 1 | 558.75 | 558.75T |
| eye wash plastic bowl | 1 | 582.22 | 582.22T |
| eye wash therm mix valve | 8 | 65.00 | 520.00 |
| labor | | | |
| | | Subtotal | \$1,660.97 |
| | | Sales Tax (6.0%) | \$68.46 |
| | | Total | \$1,729.43 |

| |
|--------------|
| Phone # |
| 906-569-3966 |

| |
|-------------------------|
| E-mail |
| markandsonsph@gmail.com |

Mark & Sons Plumbing & Heating

PO Box 181

St. Ignace, MI 49781

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 11/2/2021 | 1589 |

| |
|---|
| Name / Address |
| City of St. Ignace Water Department 396 N State St St. Ignace, MI 49781 |

| | | | Project |
|--|-----|-------------------------|------------|
| Description | Qty | Cost | Total |
| replacement of hanging wall units @ water department | | | |
| WS-78/110 Hydraunic heaters 69,000 btu | 2 | 1,547.50 | 3,095.00T |
| pipe and fittings | 1 | 250.00 | 250.00T |
| labor | 32 | 65.00 | 2,080.00 |
| | | Subtotal | \$5,425.00 |
| | | Sales Tax (6.0%) | \$200.70 |
| | | Total | \$5,625.70 |

| |
|--------------|
| Phone # |
| 906-569-3966 |

| |
|-------------------------|
| E-mail |
| markandsonsph@gmail.com |



City of St. Ignace, MI

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

Staff Report

Agenda Date: November 22, 2021

Presenter: Chief Brown

Department: Police

Darcy Long, City Manager: 

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

AGENDA ITEM TITLE: Police Interceptor Repair Quotes

BACKGROUND:

Police vehicle needs to be repaired after being involved in an accident. Our insurance has approved the claim and instructed us to proceed with repairs.

FISCAL EFFECT:

Insurance company can either reimburse us or pay the shop directly (per email).

SUPPORTING DOCUMENTATION:

See attached email from insurance rep. and the 3 quotes.

RECOMMENDATION:

Recommended that the Council choose where to get the repairs done.

| Line # | Description | LABOR | | | | PART | | | | |
|---|------------------------------------|----------------------|-------------|-------------|-----|----------|---------------|-----|-------------|-----|
| | | Operation | Type | Total Units | CEG | Type | Number | Qty | Total Price | Tax |
| 9 | 200536 R Fender Panel | Repair | Body | 1.0*# | 2.0 | Existing | | | | |
| 10 | 900501 FENDER JUST TOUCH UP | | | | | | | | | |
| 11 | 200550 R Fender Wheel Opening Mldg | Remove / Replace | Body | 0.7# | 0.7 | New | LB5Z 16038 AA | 1 | \$361.35 | Yes |
| Front Door | | | | | | | | | | |
| 12 | 201299 R Frt Door Shell | Repair | Body | 0.5*# | 5.7 | Existing | | | | |
| 13 | AUTO R Frt Door Outside | Refinish Only | Refinish | 2.3 C | 2.3 | Existing | | | | |
| Additional Costs & Materials | | | | | | | | | | |
| 14 | AUTO Paint/Materials | Additional Cost | | | | | | | \$234.00* | Yes |
| 15 | AUTO Hazardous Waste Disposal | Additional Cost | | | | | | | \$8.00* | |
| 16 | AUTO Shop Materials | Additional Cost | | | | | | | \$12.00* | Yes |
| Additional Operations | | | | | | | | | | |
| 17 | AUTO Clear Coat | Additional Operation | Refinish | 1.5 | 0.0 | | | | \$0.00 | |
| Special / Manual Entry | | | | | | | | | | |
| 18 | 900500 DISARM / REARM SRS | Additional Labor | Body* | 0.5* | 0.0 | Existing | | 0 | | |
| 19 | 900500 POST REPAIR SCAN | Remove / Replace | Mechanical* | 0.0* | 0.0 | New | | 1 | \$42.50* | |
| 20 | 900500 PRE REPAIR SCAN | Remove / Replace | Mechanical* | 0.0* | 0.0 | New | | 1 | \$42.50* | |

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[] Verify the part number and price before ordering

Estimate Totals

| Labor | Units | Rate | Sublet Add'l Amount | Totals |
|------------------------|-------------|---------|---------------------|--------------------------|
| Body Labor | 7.4 | \$56.00 | | \$414.40 |
| Refinish Labor | 6.5 | \$56.00 | | \$364.00 |
| Mechanical Labor | 0.0 | \$85.00 | | \$0.00 |
| Total Labor | 13.9 | | | \$778.40 |
| | | | Taxable | \$0.00 |
| | | | Tax 0.0000% | \$0.00 |
| | | | Non-Taxable | \$778.40 |
| | | | Labor Total | \$778.40 |
| Parts | | | | Amount |
| Taxable Parts | | | | \$2,291.29 |
| | | | | \$2,291.29 |
| | | | | Parts Adjustments \$0.00 |
| | | | | Tax 6.0000% \$137.48 |
| | | | | Non-Taxable \$85.00 |
| Parts Total | | | | \$2,513.77 |
| Costs | | | | Amount |
| Other Additional Costs | | | | \$20.00 |
| Paint Materials | | | | \$234.00 |
| | | | | \$234.00 |

Estimate Totals

Paint Materials Rate: \$36.00
 Rate Max: 99.9 units
 Additional Rate: \$0.00

| | |
|--------------------|-----------------|
| Taxable | \$246.00 |
| Tax 6.0000% | \$14.76 |
| Non-Taxable | \$8.00 |
| Costs Total | \$268.76 |

| Gross Totals | Amount | |
|--------------|------------|-------------------------------|
| Gross Total | \$3,560.93 | \$3,560.93 |
| | | Taxable \$2,537.29 |
| | | Tax \$152.24 |
| | | Non-Taxable \$871.40 |
| | | Gross Total \$3,560.93 |

| Adjustments | Amount |
|-------------------------------|--------|
| Total Customer Responsibility | \$0.00 |

Net Estimate Total \$3,560.93

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Estimate Event Log

| | |
|--------------------|------------------------|
| Job Created | 10/29/2021 12:38 PM |
| Estimate Started | 10/29/2021 12:41 PM |
| Estimate Printed | 10/29/2021 12:51 PM |
| Estimate Committed | Estimate Not Committed |



FERNELIUS COLLISION

Collision@fernelli.us.com
10459 N STRAITS HWY, CHEBOYGAN, MI 49721
Phone: (231) 627-7381
FAX: (231) 627-7856

Workfile ID: de2b4224
PartsShare: 6vxFHw
State ID: F 162777

Preliminary Estimate

Customer: St. Ignace, City Of

Job Number:

Written By: Lawrence Duffiney

Insured: St. Ignace, City Of
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:

St. Ignace, City Of
(906) 643-6077 Cell

Inspection Location:

FERNELIUS COLLISION
10459 N STRAITS HWY
CHEBOYGAN, MI 49721
Repair Facility
(231) 627-7381 Business

Insurance Company:

VEHICLE

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection white

| | | | |
|------------------------|-------------------------|--------------|--------------|
| VIN: 1FM5K8AWXMNA15577 | Interior Color: | Mileage In: | Vehicle Out: |
| License: 002216 | Exterior Color: white | Mileage Out: | |
| State: MI | Production Date: 6/2021 | Condition: | Job #: |

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch

Preliminary Estimate

Customer: St. Ignace, City Of

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection white

| Line | Oper | Description | Part Number | Qty | Extended Price \$ | Labor | Paint |
|------------------|------|--|-----------------|-----|-------------------|------------|------------|
| 1 | | FRONT BUMPER | | | | | |
| 2 | | O/H front bumper | | | | 4.5 | |
| 3 | <> | Repl Bumper cover w/o auto park | LB5Z17D957SAPTM | 1 | 434.67 | Incl. | 2.4 |
| 4 | | Add for Clear Coat | | | | | 1.0 |
| 5 | | Repl RT Bracket | LB5Z17C947A | 1 | 10.65 | Incl. | |
| 6 | | Repl LT Bracket | LB5Z17C947B | 1 | 10.65 | Incl. | |
| 7 | | Repl RT Side trim w/o fog lamps | LB5Z15A246AA | 1 | 75.57 | Incl. | |
| 8 | | Repl Lower cover INTERCEPTOR | LB5Z17D957AB | 1 | 115.12 | Incl. | |
| 9 | | FRONT LAMPS | | | | | |
| 10 | | Repl RT Headlamp assy w/o adaptive headlamps level 2 headlamps | LB5Z13008DC | 1 | 1,587.93 | 0.5 | |
| 11 | | Aim headlamps | | | | 0.5 | |
| 12 | | FENDER | | | | | |
| 13 | * | Rpr RT Fender | | | | <u>2.0</u> | 2.0 |
| 14 | | Overlap Major Non-Adj. Panel | | | | | -0.2 |
| 15 | | Add for Clear Coat | | | | | 0.4 |
| 16 | | Repl RT Wheel flare w/o auto park | LB5Z16038AA | 1 | 361.35 | 0.3 | |
| 17 | # | Subi Hazardous waste removal | | 1 | 4.00 X | | |
| 18 | # | Repl Cover Car | | 1 | 5.00 T | | |
| 19 | # | Repl Flex additive | | 1 | 5.00 T | | |
| 20 | # | Repl Corrosion protection primer | | 1 | 10.00 T | | |
| SUBTOTALS | | | | | 2,619.94 | 7.8 | 5.6 |

ESTIMATE TOTALS

| Category | Basis | Rate | Cost \$ |
|----------------------|---------------|--------------|-----------------|
| Parts | | | 2,595.94 |
| Body Labor | 7.8 hrs @ | \$ 54.00 /hr | 421.20 |
| Paint Labor | 5.6 hrs @ | \$ 54.00 /hr | 302.40 |
| Paint Supplies | 5.6 hrs @ | \$ 32.00 /hr | 179.20 |
| Body Supplies | 2.8 hrs @ | \$ 1.50 /hr | 4.20 |
| Miscellaneous | | | 24.00 |
| Subtotal | | | 3,526.94 |
| Sales Tax | \$ 2,799.34 @ | 6.0000 % | 167.96 |
| Grand Total | | | 3,694.90 |
| Deductible | | | 0.00 |
| CUSTOMER PAY | | | 0.00 |
| INSURANCE PAY | | | 3,694.90 |

MyPriceLink Estimate ID / Quote ID:

885135484743852032 / 95464397

Preliminary Estimate

Customer: St. Ignace, City Of

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection white

****This estimate is based on our initial visual inspection. Additional damages may be discovered upon the commencement of repairs.****

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF20, CCC Data Date 10/01/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Bld=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



TRI RIVERS COLLISION-PETOSKEY

2075 FOCHTMAN INDUSTRIAL PARK DR.,
PETOSKEY, MI 49770
Phone: (231) 439-0033
FAX: (231) 439-0044

Workfile ID: cb964fc2
PartsShare:
Federal ID: 364455114
License Number: F153336

Preliminary Estimate

Customer: CITY OF ST.IGNACE

Job Number:

Written By: Bill Cooksey

Insured: CITY OF ST.IGNACE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF ST.IGNACE
(906) 643-6077 Business

Inspection Location:
TRI RIVERS COLLISION-PETOSKEY
2075 FOCHTMAN INDUSTRIAL PARK DR.
PETOSKEY, MI 49770
Repair Facility
(231) 439-0033 Business

Insurance Company:

VEHICLE

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

VIN: 1FM5K8AWXMNA15577 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: Mileage Out:
State: Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch

Get live updates at www.carwise.com/e/47UbX4

Preliminary Estimate

Customer: CITY OF ST.IGNACE

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

| Line | Oper | Description | Part Number | Qty | Extended Price \$ | Labor | Paint |
|------------------|---------------------|---|-----------------|-----|-------------------|-------------|------------|
| 1 | # | R&I brush guard | | 0 | 0.00 | 1.5 | 0.0 |
| 2 | FRONT BUMPER | | | | | | |
| 3 | | O/H front bumper | | 0 | 0.00 | 4.5 | 0.0 |
| 4 | Repl | Bumper cover w/o auto park | LB5Z17D957SAPTM | 1 | 434.67 | Incl. | 2.4 |
| 5 | | Add for Clear Coat | | 0 | 0.00 | 0.0 | 1.0 |
| 6 | Repl | RT Side trim w/o fog lamps | LB5Z15A246AA | 1 | 75.57 | Incl. | 0.0 |
| 7 | Repl | Lower cover INTERCEPTOR | LB5Z17D957AB | 1 | 115.12 | Incl. | 0.0 |
| 8 | Repl | RT Bracket | LB5Z17C947A | 1 | 10.65 | Incl. | 0.0 |
| 9 | FRONT LAMPS | | | | | | |
| 10 | Repl | RT Headlamp assy w/o adaptive headlamps prep pack | LB5Z13008DD | 1 | 1,304.58 | 0.5 | 0.0 |
| 11 | | Aim headlamps | | 0 | 0.00 | 0.5 | 0.0 |
| 12 | FENDER | | | | | | |
| 13 | * | Rpr RT Fender | | 0 | 0.00 | <u>5.0</u> | 2.0 |
| 14 | | Add for Clear Coat | | 0 | 0.00 | 0.0 | 0.8 |
| 15 | R&I | RT Fender liner | | 0 | 0.00 | 0.4 | 0.0 |
| 16 | Repl | RT Wheel flare w/o auto park | LB5Z16038AA | 1 | 361.35 | 0.3 | 0.0 |
| 17 | # | Repl remove,replace decals | | 1 | 0.00 | 0.5 | 0.0 |
| 18 | # | Subl astect scan | | 1 | 169.95 X | 0.0 | 0.0 |
| 19 | # | Rpr scan hook up pre-post | | 0 | 0.00 | 1.0 M | 0.0 |
| 20 | # | Repl cover car | | 1 | 5.00 | 0.2 | 0.0 |
| 21 | # | Subl hazmat | | 1 | 3.00 X | 0.0 | 0.0 |
| SUBTOTALS | | | | | 2,479.89 | 14.4 | 6.2 |

ESTIMATE TOTALS

| Category | Basis | Rate | Cost \$ |
|----------------------|---------------|--------------|-----------------|
| Parts | | | 2,306.94 |
| Body Labor | 13.4 hrs @ | \$ 58.00 /hr | 777.20 |
| Paint Labor | 6.2 hrs @ | \$ 58.00 /hr | 359.60 |
| Mechanical Labor | 1.0 hrs @ | \$ 95.00 /hr | 95.00 |
| Paint Supplies | 6.2 hrs @ | \$ 38.00 /hr | 235.60 |
| Miscellaneous | | | 172.95 |
| Subtotal | | | 3,947.29 |
| Sales Tax | \$ 2,542.54 @ | 6.0000 % | 152.55 |
| Grand Total | | | 4,099.84 |
| Deductible | | | 0.00 |
| CUSTOMER PAY | | | 0.00 |
| INSURANCE PAY | | | 4,099.84 |

MyPriceLink Estimate ID / Quote ID:

885180177192067072 / 95483177

Preliminary Estimate

Customer: CITY OF ST.IGNACE

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS ESTIMATE AND ITS CONTENT HAS BEEN EXPLAINED TO MY SATISFACTION.

SIGNATURE: _____

DATE: _____

MECH. CERTIFICATION #'S:
WILLIAM R.COOKSEY M205263
PAT ALLOR M207366

-- CERTIFICATION --

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

COMPANY AUTHORIZED REPRESENTATIVE _____

*LIMITED LIFETIME GUARANTEE ON BODYWORK AND PAINT EXCLUDING RUST FOR AS LONG AS CUSTOMER OWNS VEHICLE. WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE FROM THEFT, FIRE, OR ACCIDENTS BEYOND OUR CONTROL. THE FOLLOWING NAME BELOW HAS AUTHORIZED REPAIRS TO ABOVE VEHICLE.

*YOU ARE ENTITLED BY LAW TO THE RETURN OF ALL PARTS REPLACED, EXCEPT THOSE WHICH ARE TOO HEAVY OR LARGE, AND THOSE REQUIRED TO BE SENT BACK TO MANUFACTURER OR DISTRIBUTOR BECAUSE OF WARRANTY WORK OR AN EXCHANGE AGREEMENT. YOU ARE ENTITLED TO INSPECT THE PARTS WHICH CANNOT BE RETURNED TO YOU.

Preliminary Estimate

Customer: CITY OF ST.IGNACE

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

You have the right to choose any repair facility to have your vehicle repaired

THIS IS NOT AN AUTHORIZATION TO REPAIR, ALTHOUGH IT IS AGREED BETWEEN THE REPAIR FACILITY AND ESURANCE THAT THE ABOVE VEHICLE CAN BE REPAIRED BY THE REPAIR FACILITY FOR THE AMOUNT STATED IN THE GROSS TOTAL SECTION. ONLY THE VEHICLE OWNER CAN AUTHORIZE THE REPAIR OF THE VEHICLE AND ALL COSTS OF REPAIR ARE THE SOLE RESPONSIBILITY OF THE OWNER.

THIS APPRAISAL WAS BASED ON VISIBLE OR CERTAIN DAMAGES AT THE TIME OF INSPECTION OR REVIEW.

=====

**SUPPLEMENT REQUEST PROCESS INSTRUCTIONS:

=====

VIRTUAL ASSIST SUPPLEMENT PROCESS:

Any additional damages must be inspected by an Esurance technician while the vehicle is at the shop and dismantled, prior to repairs being completed.

Please follow the Virtual Assist App process for all future supplement requests.

*The Virtual Assist App can be downloaded at no charge by visiting the Apple App Store or the Google Play Store.

Search, download and install: Virtual Assist Arity

Failure to notify Esurance of any supplemental damages may result in denial of payment for these damages. Review of all invoices will be requested.

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=

FOR SHOPS NOT PARTICIPATING IN VIRTUAL ASSIST:

ESTAR and CCC Shops - Please use Estimate Share... Import work file ID, create supplement, lock and submit.

For NON-CCC Shops - Please use ESU_MDSCFax@Allstate.com... Include Estimate/Supplement and photos.

=====

=

THE REPAIR FACILITY AND ESURANCE WILL REACH AN AGREED PRICE PRIOR TO BEGINNING ANY OF THE SUPPLEMENTAL REPAIRS. THE REPAIR FACILITY WILL THEN SEEK AUTHORIZATION FROM THE VEHICLE OWNER FOR THE ADDITIONAL REPAIRS. NO SUPPLEMENT WILL BE HONORED UNLESS APPROVED IN ADVANCE BY ESURANCE.

REPAIR FACILITY MUST BE PROVIDED A COPY OF THE ESTIMATE/SUPPLEMENT PRIOR TO COMMENCEMENT OF REPAIRS.

FAILURE TO DO SO MAY SUBJECT THE VEHICLE OWNER TO AN ADDITIONAL EXPENSE.

Preliminary Estimate

Customer: CITY OF ST.IGNACE

Job Number:

2021 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Hybrid Port/Direct Injection

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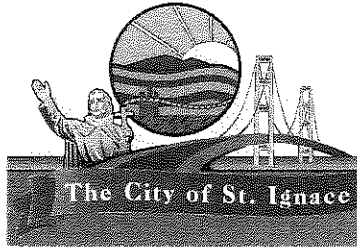
OTHER SYMBOLS AND ABBREVIATIONS:

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



City of St. Ignace, MI

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

Staff Report

Agenda Date: November 22, 2021 **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: 2022 Council Meeting Dates

BACKGROUND:

A resolution that we pass annually. Per the Charter, we must pass a resolution stating the time and place of regular meetings.

FISCAL EFFECT:

None

SUPPORTING DOCUMENTATION:

See proposed list of dates. Bolded dates are those that do not follow our regular schedule, for the following reasons:

Jan 10th- Closed the 3rd due to New Years, holding on the 4th would only leave 6 business days between meetings and we anticipate many staff absences the previous week

April 18th- Observation of Easter

July 4th- Independence Day

September 5th- Labor Day

RECOMMENDATION:

Recommended that the Council make any needed adjustments to accommodate schedules, and vote to pass the resolution.

RESOLUTION

The following Resolution was offered for adoption by Councilmember _____,
supported by Councilmember _____.

WHEREAS, per the City of St. Ignace Charter, the City Council shall provide by resolution for the time and place of its regular meetings; and

WHEREAS, in accordance with the City of St. Ignace Charter following are the dates, times and places of the regular meetings:

- January 10, 2022 @ 7:00 p.m. @ City Hall Council Chambers**
- January 24, 2022 @ 7:00 p.m. @ City Hall Council Chambers**
- February 7, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- February 21, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- March 7, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- March 21, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- April 4, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- April 19, 2022, TUESDAY @ 7:00 p.m. @ City Hall Council Chambers**
- May 2, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- May 16, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- June 6, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- June 20, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- July 5, 2022, TUESDAY @ 7:00 p.m. @ City Hall Council Chambers**
- July 18, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- August 1, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- August 15, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- September 6, 2022, TUESDAY @ 7:00 p.m. @ City Hall Council Chambers**
- September 19, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- October 3, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- October 17, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- November 7, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- November 21, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- December 5, 2022 @ 7:00 p.m. @ City Hall Council Chambers
- December 19, 2022 @ 7:00 p.m. @ City Hall Council Chambers

NOW THEREFORE BE IT RESOLVED, that the St. Ignace City Council approves the herein stated regular meeting dates, times and places.

Roll Call Vote:

Yes:

No:

Absent:

Resolution Declared Adopted.

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, November 22, 2021, at 7:00 p.m.

Andrea Insley, City Clerk

User: ANDREA

DB: St Ignace

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR | YTD BALANCE | 2021 | % BDGT |
|--------------------------------|--------------------------|---------------------|--------------|----------------|--------|
| | | MONTH 10/31/2021 | 10/31/2021 | AMENDED BUDGET | USED |
| Fund 101 - GENERAL FUND | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | 168,346.57 | 1,197,839.91 | 1,202,579.19 | 99.61 |
| LIC/PERM | LICENSES AND PERMITS | 0.00 | 850.00 | 850.00 | 100.00 |
| CHG SERV | CHARGE FOR SERVICES | 63.47 | 29,604.33 | 27,470.00 | 107.77 |
| CONT | CONT FM LOCAL UNITS | 0.00 | 7,985.76 | 15,805.76 | 50.52 |
| O/REV | OTHER REVENUE | 15,382.79 | 115,257.64 | 160,780.00 | 71.69 |
| ST REV | STATE REVENUE | 0.00 | (39,633.00) | 0.00 | 100.00 |
| FIN/FOR | FINES AND FORFEITURES | 84.20 | 694.15 | 945.00 | 73.46 |
| INT | INTEREST AND RENTALS | 0.00 | 1,234.44 | 3,500.00 | 35.27 |
| TRANS | TRANSFERS-INTERNAL ACTIV | 0.00 | 0.00 | 100,870.00 | 0.00 |
| UNCLASSIFIED | Unclassified | 18,616.16 | 210,395.48 | 388,357.00 | 54.18 |
| TOTAL REVENUES | | 202,493.19 | 1,524,228.71 | 1,901,156.95 | 80.17 |
| Expenditures | | | | | |
| 101 | CITY COUNCIL | 2,217.12 | 16,435.01 | 25,815.00 | 63.66 |
| 172 | CITY MANAGER | 13,074.67 | 151,189.93 | 190,602.00 | 79.32 |
| 191 | ACCOUNTING DEPT | 0.00 | 29,823.05 | 30,040.00 | 99.28 |
| 201 | ADMINISTRATION | 20.00 | 235.00 | 145.00 | 162.07 |
| 215 | CLERK | 22,317.82 | 228,552.77 | 260,900.00 | 87.60 |
| 234 | CENTRAL SUPPLIES | 257.16 | 3,475.42 | 3,400.00 | 102.22 |
| 247 | BOARD OF REVIEW | 0.00 | 1,467.69 | 2,090.00 | 70.22 |
| 257 | ASSESSOR | 2,950.28 | 36,191.06 | 65,800.93 | 55.00 |
| 262 | ELECTIONS | 1,223.65 | 2,649.57 | 4,000.00 | 66.24 |
| 265 | BLDG & GROUNDS | 1,797.15 | 23,464.05 | 31,250.00 | 75.08 |
| 266 | ATTORNEY | 3,594.24 | 45,307.04 | 49,000.00 | 92.46 |
| 301 | POLICE | 48,205.97 | 463,862.91 | 533,989.00 | 86.87 |
| 335 | SAFETY & HEALTH | 0.00 | 53,328.27 | 53,329.00 | 100.00 |
| 336 | FIRE DEPARTMENT | 5,885.40 | 92,998.54 | 116,188.00 | 80.04 |
| 441 | PUBLIC WORKS | 11,471.21 | 125,588.54 | 117,971.00 | 106.46 |
| 444 | SIDEWALKS | 0.00 | 336.80 | 0.00 | 100.00 |
| 448 | STREET LIGHTING | 3,035.72 | 30,630.93 | 40,000.00 | 76.58 |
| 528 | GARBAGE COLLECTION | 0.00 | 0.00 | 735.00 | 0.00 |
| 596 | BUS STATION | 0.00 | 364.66 | 365.00 | 99.91 |
| 701 | PLANNING | 0.00 | 500.00 | 3,000.00 | 16.67 |
| 703 | ZONING BD OF APPEALS | 0.00 | 318.15 | 650.00 | 48.95 |
| 704 | COMMUNITY DEVELOPMENT | 17,496.00 | 75,576.62 | 75,314.00 | 100.35 |
| 770 | PARK MAINT | 10,959.67 | 100,172.26 | 71,503.07 | 140.10 |
| 773 | BOAT LAUNCH | 157.32 | 3,725.75 | 4,195.00 | 88.81 |
| 953 | FRINGE BENEFITS | 5,311.88 | 47,788.00 | 96,000.00 | 49.78 |
| 954 | INSURANCE & BONDS | 0.00 | 13,779.55 | 26,300.00 | 52.39 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 71,430.00 | 0.00 |
| TOTAL EXPENDITURES | | 149,975.26 | 1,547,761.57 | 1,874,012.00 | 82.59 |
| Fund 101 - GENERAL FUND: | | | | | |
| TOTAL REVENUES | | 202,493.19 | 1,524,228.71 | 1,901,156.95 | 80.17 |
| TOTAL EXPENDITURES | | 149,975.26 | 1,547,761.57 | 1,874,012.00 | 82.59 |
| NET OF REVENUES & EXPENDITURES | | 52,517.93 | (23,532.86) | 27,144.95 | 86.69 |

User: ANDREA

DB: St Ignace

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|--------------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 202 - MAJOR STREETS | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | 7,565.90 | 53,881.95 | 55,200.00 | 97.61 |
| CONT | CONT FM LOCAL UNITS | 0.00 | 3,250.00 | 3,250.00 | 100.00 |
| O/REV | OTHER REVENUE | 0.00 | 80,372.14 | 35,000.00 | 229.63 |
| ST REV | STATE REVENUE | 0.00 | 247,710.58 | 255,801.32 | 96.84 |
| INT | INTEREST AND RENTALS | 0.00 | 1,464.26 | 2,300.00 | 63.66 |
| UNCLASSIFIED | Unclassified | 0.00 | 3,263.25 | 4,000.00 | 81.58 |
| TOTAL REVENUES | | 7,565.90 | 389,942.18 | 355,551.32 | 109.67 |
| Expenditures | | | | | |
| 444 | SIDEWALKS | 1,014.74 | 1,157.82 | 2,291.00 | 50.54 |
| 451 | ROAD CONSTRUCTION | 0.00 | 0.00 | 11,200.00 | 0.00 |
| 463 | ROUTINE MAINT | 430.44 | 15,222.30 | 84,599.00 | 17.99 |
| 474 | TRAFFIC CONTROL | 280.00 | 3,262.56 | 2,810.00 | 116.11 |
| 479 | SNOW & ICE CONTROL | 542.81 | 54,289.69 | 155,470.00 | 34.92 |
| 483 | ADM & RECORDS | 765.33 | 5,027.47 | 6,571.00 | 76.51 |
| 486 | SURFACE MAINT TRUNKLINE | 0.00 | 0.00 | 5,361.00 | 0.00 |
| 488 | SWEEPING & FLUSHING TRUNKLINE | 1,000.10 | 17,721.46 | 12,020.00 | 147.43 |
| 489 | SHOULDER MAINT TRUNKLINE | 0.00 | 811.44 | 812.00 | 99.93 |
| 491 | DRAINAGE & BACKSLOPES TRUNKLIN | 0.00 | 3,235.00 | 4,170.00 | 77.58 |
| 493 | GRASS & WEED CONT TRUNKLINE | 0.00 | 0.00 | 563.00 | 0.00 |
| 494 | TRAFFIC CONTROL TRUNKLINE | 45.03 | 645.52 | 1,041.00 | 62.01 |
| 497 | WINTER MAINT TRUNKLINE | 342.19 | 20,915.82 | 50,820.00 | 41.16 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 56,369.00 | 0.00 |
| TOTAL EXPENDITURES | | 4,420.64 | 122,289.08 | 394,097.00 | 31.03 |
| Fund 202 - MAJOR STREETS: | | | | | |
| TOTAL REVENUES | | 7,565.90 | 389,942.18 | 355,551.32 | 109.67 |
| TOTAL EXPENDITURES | | 4,420.64 | 122,289.08 | 394,097.00 | 31.03 |
| NET OF REVENUES & EXPENDITURES | | 3,145.26 | 267,653.10 | (38,545.68) | 694.38 |

User: ANDREA

PERIOD ENDING 10/31/2021

DB: St Ignace

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|--------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 203 - LOCAL STREET | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | 7,565.88 | 53,881.91 | 50,200.00 | 107.33 |
| CHG SERV | CHARGE FOR SERVICES | 0.00 | 0.00 | 300.00 | 0.00 |
| CONT | CONT FM LOCAL UNITS | 0.00 | 3,250.00 | 3,250.00 | 100.00 |
| O/REV | OTHER REVENUE | 0.00 | 5,000.00 | 5,100.00 | 98.04 |
| ST REV | STATE REVENUE | 0.00 | 93,707.98 | 114,889.06 | 81.56 |
| INT | INTEREST AND RENTALS | 0.00 | 300.33 | 550.00 | 54.61 |
| TRANS | TRANSFERS-INTERNAL ACTIV | 0.00 | 0.00 | 45,369.00 | 0.00 |
| UNCLASSIFIED | Unclassified | 0.00 | 14,361.72 | 14,382.88 | 99.85 |
| TOTAL REVENUES | | 7,565.88 | 170,501.94 | 234,040.94 | 72.85 |
| Expenditures | | | | | |
| 444 | SIDEWALKS | 399.98 | 399.98 | 9,715.00 | 4.12 |
| 451 | ROAD CONSTRUCTION | 0.00 | 0.00 | 24,054.00 | 0.00 |
| 463 | ROUTINE MAINT | 22,697.81 | 150,672.30 | 133,500.00 | 112.86 |
| 474 | TRAFFIC CONTROL | 720.12 | 1,461.76 | 2,659.00 | 54.97 |
| 479 | SNOW & ICE CONTROL | 1,056.12 | 28,910.56 | 54,450.00 | 53.10 |
| 483 | ADM & RECORDS | 0.00 | 2,499.08 | 3,160.00 | 79.08 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 6,500.00 | 0.00 |
| TOTAL EXPENDITURES | | 24,874.03 | 183,943.68 | 234,038.00 | 78.60 |
| Fund 203 - LOCAL STREET: | | | | | |
| TOTAL REVENUES | | 7,565.88 | 170,501.94 | 234,040.94 | 72.85 |
| TOTAL EXPENDITURES | | 24,874.03 | 183,943.68 | 234,038.00 | 78.60 |
| NET OF REVENUES & EXPENDITURES | | (17,308.15) | (13,441.74) | 2.94 | 7,202.04 |

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PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|--------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 271 - LIBRARY FUND | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | 10,087.90 | 80,280.43 | 73,000.00 | 109.97 |
| CHG SERV | CHARGE FOR SERVICES | 0.00 | 80.00 | 350.00 | 22.86 |
| O/REV | OTHER REVENUE | 0.00 | 20.00 | 500.00 | 4.00 |
| INT | INTEREST AND RENTALS | 0.00 | 844.27 | 500.00 | 168.85 |
| TRANS | TRANSFERS-INTERNAL ACTIV | 0.00 | 1,293.75 | 2,500.00 | 51.75 |
| UNCLASSIFIED | Unclassified | 0.00 | 109,701.24 | 95,630.00 | 114.71 |
| TOTAL REVENUES | | 10,087.90 | 192,219.69 | 172,480.00 | 111.44 |
| Expenditures | | | | | |
| 790 | LIBRARY | 10,402.29 | 117,071.54 | 170,430.00 | 68.69 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 2,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 10,402.29 | 117,071.54 | 172,430.00 | 67.90 |
| Fund 271 - LIBRARY FUND: | | | | | |
| TOTAL REVENUES | | 10,087.90 | 192,219.69 | 172,480.00 | 111.44 |
| TOTAL EXPENDITURES | | 10,402.29 | 117,071.54 | 172,430.00 | 67.90 |
| NET OF REVENUES & EXPENDITURES | | (314.39) | 75,148.15 | 50.00 | 10,296.30 |

User: ANDREA

DB: St Ignace

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|-------------------------------------|----------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 273 - DOCK NO. 3 IMPROVEMENTS | | | | | |
| Revenues | | | | | |
| O/REV | OTHER REVENUE | 0.00 | 2,231.00 | 0.00 | 100.00 |
| UNCLASSIFIED | Unclassified | 5,000.00 | 26,856.00 | 21,855.00 | 122.88 |
| TOTAL REVENUES | | 5,000.00 | 29,087.00 | 21,855.00 | 133.09 |
| Expenditures | | | | | |
| 598 | DOCK #3 IMPROVEMENTS | 193.56 | 14,406.32 | 11,180.00 | 128.86 |
| TOTAL EXPENDITURES | | 193.56 | 14,406.32 | 11,180.00 | 128.86 |
| Fund 273 - DOCK NO. 3 IMPROVEMENTS: | | | | | |
| TOTAL REVENUES | | 5,000.00 | 29,087.00 | 21,855.00 | 133.09 |
| TOTAL EXPENDITURES | | 193.56 | 14,406.32 | 11,180.00 | 128.86 |
| NET OF REVENUES & EXPENDITURES | | 4,806.44 | 14,680.68 | 10,675.00 | 137.52 |

User: ANDREA

PERIOD ENDING 10/31/2021

DB: St Ignace

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 584 - GOLF COURSE FUND | | | | | |
| Revenues | | | | | |
| CHG SERV | CHARGE FOR SERVICES | 0.00 | 6,000.00 | 6,000.00 | 100.00 |
| O/REV | OTHER REVENUE | 0.00 | 4,947.00 | 4,947.00 | 100.00 |
| FIN/FOR | FINES AND FORFEITURES | 0.00 | 125.00 | 125.00 | 100.00 |
| INT | INTEREST AND RENTALS | 0.00 | 293.79 | 800.00 | 36.72 |
| UNCLASSIFIED | Unclassified | 2,624.00 | 151,639.40 | 142,971.00 | 106.06 |
| TOTAL REVENUES | | 2,624.00 | 163,005.19 | 154,843.00 | 105.27 |
| Expenditures | | | | | |
| 797 | GOLF COURSE OPERATIONS | 16,672.08 | 139,678.91 | 141,872.00 | 98.45 |
| TOTAL EXPENDITURES | | 16,672.08 | 139,678.91 | 141,872.00 | 98.45 |
| Fund 584 - GOLF COURSE FUND: | | | | | |
| TOTAL REVENUES | | 2,624.00 | 163,005.19 | 154,843.00 | 105.27 |
| TOTAL EXPENDITURES | | 16,672.08 | 139,678.91 | 141,872.00 | 98.45 |
| NET OF REVENUES & EXPENDITURES | | (14,048.08) | 23,326.28 | 12,971.00 | 179.83 |

User: ANDREA

DB: St Ignace

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR | YTD BALANCE | 2021 | % BDGT |
|--------------------------------|------------------------|---------------------|-------------|----------------|--------|
| | | MONTH 10/31/2021 | 10/31/2021 | AMENDED BUDGET | USED |
| Fund 590 - SEWER FUND | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | (29.95) | 344,726.42 | 460,031.00 | 74.94 |
| LIC/PERM | LICENSES AND PERMITS | 915.93 | 6,840.79 | 5,714.00 | 119.72 |
| CHG SERV | CHARGE FOR SERVICES | (750.69) | 67,182.16 | 90,740.00 | 74.04 |
| O/REV | OTHER REVENUE | 0.00 | 37,292.18 | 56,330.00 | 66.20 |
| INT | INTEREST AND RENTALS | 0.00 | 1,329.39 | 2,845.00 | 46.73 |
| UNCLASSIFIED | Unclassified | (8,568.46) | 451,813.40 | 576,267.00 | 78.40 |
| TOTAL REVENUES | | (8,433.17) | 909,184.34 | 1,191,927.00 | 76.28 |
| Expenditures | | | | | |
| 540 | SWR ADMIN | 10,155.53 | 80,100.54 | 123,725.00 | 64.74 |
| 541 | SWR PLANT OPERATIONS | 35,391.95 | 324,756.51 | 405,060.00 | 80.17 |
| 542 | SWR LN MAINT | 8,809.16 | 60,079.61 | 93,550.00 | 64.22 |
| 543 | 2000 SANITARY SWR RR&I | 0.00 | 10.62 | 12,107.00 | 0.09 |
| 544 | 2010 USDA SWR IMP RR&I | 0.00 | 5,997.34 | 10,000.00 | 59.97 |
| 905 | DEBT SERVICE | 0.00 | 337,482.78 | 506,285.00 | 66.66 |
| 906 | SRF/ 5593 01 | 0.00 | 98,065.20 | 98,900.00 | 99.16 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 41,200.00 | 0.00 |
| TOTAL EXPENDITURES | | 54,356.64 | 906,492.60 | 1,290,827.00 | 70.23 |
| Fund 590 - SEWER FUND: | | | | | |
| TOTAL REVENUES | | (8,433.17) | 909,184.34 | 1,191,927.00 | 76.28 |
| TOTAL EXPENDITURES | | 54,356.64 | 906,492.60 | 1,290,827.00 | 70.23 |
| NET OF REVENUES & EXPENDITURES | | (62,789.81) | 2,691.74 | (98,900.00) | 2.72 |

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PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|-------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 591 - WATER FUND | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | 833.21 | 309,193.30 | 409,980.00 | 75.42 |
| CHG SERV | CHARGE FOR SERVICES | (1,839.00) | 392,730.54 | 477,988.00 | 82.16 |
| O/REV | OTHER REVENUE | 0.00 | 57,282.64 | 78,701.00 | 72.79 |
| INT | INTEREST AND RENTALS | 0.00 | 1,109.28 | 1,644.00 | 67.47 |
| O/FINAN | OTHER FINANCING SOURCES | 3,295.80 | 22,179.73 | 26,695.00 | 83.09 |
| UNCLASSIFIED | Unclassified | (542.77) | 233,857.62 | 297,220.00 | 78.68 |
| TOTAL REVENUES | | 1,747.24 | 1,016,353.11 | 1,292,228.00 | 78.65 |
| Expenditures | | | | | |
| 550 | WTR ADMIN | 9,965.59 | 82,106.70 | 82,441.00 | 99.59 |
| 551 | WTR PLANT OPERATIONS | 84,840.76 | 448,845.91 | 508,210.00 | 88.32 |
| 552 | WTR LINE MAINT | 14,594.45 | 162,984.70 | 206,796.00 | 78.81 |
| 553 | 2000 WTR RR&I | 0.00 | 0.00 | 55,000.00 | 0.00 |
| 905 | DEBT SERVICE | 0.00 | 173,251.41 | 173,761.00 | 99.71 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 264,175.00 | 0.00 |
| TOTAL EXPENDITURES | | 109,400.80 | 867,188.72 | 1,290,383.00 | 67.20 |
| Fund 591 - WATER FUND: | | | | | |
| TOTAL REVENUES | | 1,747.24 | 1,016,353.11 | 1,292,228.00 | 78.65 |
| TOTAL EXPENDITURES | | 109,400.80 | 867,188.72 | 1,290,383.00 | 67.20 |
| NET OF REVENUES & EXPENDITURES | | (107,653.56) | 149,164.39 | 1,845.00 | 8,084.79 |

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PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|--------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 594 - MARINA FUND | | | | | |
| Revenues | | | | | |
| TAXES | TAXES | 220.00 | 6,397.00 | 4,537.00 | 141.00 |
| O/REV | OTHER REVENUE | 7,563.55 | 137,387.97 | 107,479.00 | 127.83 |
| INT | INTEREST AND RENTALS | 0.00 | 488.51 | 1,000.00 | 48.85 |
| TRANS | TRANSFERS-INTERNAL ACTIV | 7,316.32 | 105,689.62 | 130,400.00 | 81.05 |
| UNCLASSIFIED | Unclassified | 3,007.70 | 289,663.51 | 261,621.00 | 110.72 |
| TOTAL REVENUES | | 18,107.57 | 539,626.61 | 505,037.00 | 106.85 |
| Expenditures | | | | | |
| 590 | MARINA ADMIN | 2,836.71 | 26,868.48 | 36,305.00 | 74.01 |
| 597 | MARINA OPERATIONS | 29,325.46 | 234,047.19 | 227,636.00 | 102.82 |
| 851 | INSURANCE | 0.00 | 8,387.79 | 11,200.00 | 74.89 |
| 905 | DEBT SERVICE | 0.00 | 79,575.00 | 79,575.00 | 100.00 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 8,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 32,162.17 | 348,878.46 | 362,716.00 | 96.19 |
| Fund 594 - MARINA FUND: | | | | | |
| TOTAL REVENUES | | 18,107.57 | 539,626.61 | 505,037.00 | 106.85 |
| TOTAL EXPENDITURES | | 32,162.17 | 348,878.46 | 362,716.00 | 96.19 |
| NET OF REVENUES & EXPENDITURES | | (14,054.60) | 190,748.15 | 142,321.00 | 134.03 |

User: ANDREA

DB: St Ignace

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|-----------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 596 - GARBAGE COLLECTION | | | | | |
| Revenues | | | | | |
| LIC/PERM | LICEENSES AND PERMITS | 105.72 | 958.00 | 1,300.00 | 73.69 |
| UNCLASSIFIED | Unclassified | 0.00 | 94,830.35 | 122,306.00 | 77.54 |
| TOTAL REVENUES | | 105.72 | 95,788.35 | 123,606.00 | 77.49 |
| Expenditures | | | | | |
| 528 | GARBAGE COLLECTION | 10,029.81 | 89,376.06 | 123,606.00 | 72.31 |
| TOTAL EXPENDITURES | | 10,029.81 | 89,376.06 | 123,606.00 | 72.31 |
| Fund 596 - GARBAGE COLLECTION: | | | | | |
| TOTAL REVENUES | | 105.72 | 95,788.35 | 123,606.00 | 77.49 |
| TOTAL EXPENDITURES | | 10,029.81 | 89,376.06 | 123,606.00 | 72.31 |
| NET OF REVENUES & EXPENDITURES | | (9,924.09) | 6,412.29 | 0.00 | 100.00 |

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PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|--------------------------------|--------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 641 - EQUIPMENT FUND | | | | | |
| Revenues | | | | | |
| CHG SERV | CHARGE FOR SERVICES | 4,523.78 | 7,982.73 | 7,000.00 | 114.04 |
| O/REV | OTHER REVENUE | 1,228.91 | 11,202.95 | 13,466.00 | 83.19 |
| TRANS | TRANSFERS-INTERNAL ACTIV | 2,972.28 | 71,438.70 | 168,550.00 | 42.38 |
| O/FINAN | OTHER FINANCING SOURCES | 0.00 | 363.02 | 1,000.00 | 36.30 |
| UNCLASSIFIED | Unclassified | 16,082.35 | 152,025.45 | 156,843.00 | 96.93 |
| TOTAL REVENUES | | 24,807.32 | 243,012.85 | 346,859.00 | 70.06 |
| Expenditures | | | | | |
| 581 | GARAGE MAINT | 1,665.46 | 32,953.68 | 55,570.00 | 59.30 |
| 582 | EQUIPMENT MAINT | 19,846.54 | 137,551.83 | 207,530.00 | 66.28 |
| 905 | DEBT SERVICE | 0.00 | 39,596.54 | 39,615.00 | 99.95 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 21,635.00 | 0.00 |
| TOTAL EXPENDITURES | | 21,512.00 | 210,102.05 | 324,350.00 | 64.78 |
| Fund 641 - EQUIPMENT FUND: | | | | | |
| TOTAL REVENUES | | 24,807.32 | 243,012.85 | 346,859.00 | 70.06 |
| TOTAL EXPENDITURES | | 21,512.00 | 210,102.05 | 324,350.00 | 64.78 |
| NET OF REVENUES & EXPENDITURES | | 3,295.32 | 32,910.80 | 22,509.00 | 146.21 |

User: ANDREA

DB: St Ignace

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|-----------------------------------|--------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 664 - OFFICE EQUIPMENT POOL | | | | | |
| Revenues | | | | | |
| TRANS | TRANSFERS-INTERNAL ACTIV | 0.00 | 0.00 | 9,900.00 | 0.00 |
| UNCLASSIFIED | Unclassified | 0.00 | 0.00 | 19,000.00 | 0.00 |
| TOTAL REVENUES | | 0.00 | 0.00 | 28,900.00 | 0.00 |
| Expenditures | | | | | |
| 233 | CENTRAL EQUIP | 1,199.07 | 18,230.26 | 28,900.00 | 63.08 |
| TOTAL EXPENDITURES | | 1,199.07 | 18,230.26 | 28,900.00 | 63.08 |
| Fund 664 - OFFICE EQUIPMENT POOL: | | | | | |
| TOTAL REVENUES | | 0.00 | 0.00 | 28,900.00 | 0.00 |
| TOTAL EXPENDITURES | | 1,199.07 | 18,230.26 | 28,900.00 | 63.08 |
| NET OF REVENUES & EXPENDITURES | | (1,199.07) | (18,230.26) | 0.00 | 100.00 |

PERIOD ENDING 10/31/2021

| GL NUMBER | DESCRIPTION | ACTIVITY FOR MONTH 10/31/2021 | YTD BALANCE 10/31/2021 | 2021 AMENDED BUDGET | % BDGT USED |
|---|--------------------------|-------------------------------------|---------------------------|------------------------|----------------|
| Fund 729 - OTHER EMPLOYEE BENEFITS TRUST | | | | | |
| Revenues | | | | | |
| INT | INTEREST AND RENTALS | 0.00 | 456.62 | 1,200.00 | 38.05 |
| TRANS | TRANSFERS-INTERNAL ACTIV | 0.00 | 0.00 | 38,300.00 | 0.00 |
| UNCLASSIFIED | Unclassified | 0.00 | 0.00 | 23,000.00 | 0.00 |
| TOTAL REVENUES | | 0.00 | 456.62 | 62,500.00 | 0.73 |
| Expenditures | | | | | |
| 201 | ADMINISTRATION | 0.00 | 0.00 | 23,500.00 | 0.00 |
| 965 | TRANS TO OTHER FUNDS | 0.00 | 0.00 | 39,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 62,500.00 | 0.00 |
| Fund 729 - OTHER EMPLOYEE BENEFITS TRUST: | | | | | |
| TOTAL REVENUES | | 0.00 | 456.62 | 62,500.00 | 0.73 |
| TOTAL EXPENDITURES | | 0.00 | 0.00 | 62,500.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | 456.62 | 0.00 | 100.00 |
| | | | | | |
| TOTAL REVENUES - ALL FUNDS | | 271,671.55 | 5,273,406.59 | 6,390,984.21 | 82.51 |
| TOTAL EXPENDITURES - ALL FUNDS | | 435,198.35 | 4,565,419.25 | 6,310,911.00 | 72.34 |
| NET OF REVENUES & EXPENDITURES | | (163,526.80) | 707,987.34 | 80,073.21 | 884.18 |

Invoices for Approval - Monday, November 22, 2021

| | | |
|------------------------------------|---|-------------|
| Ace Hardware | October 2021 Statement | \$671.57 |
| Ace Hardware | Golf October 2021 Statement | \$169.45 |
| Airgas | DPW Rental Gas | \$162.35 |
| Amazon/SYNCB | SIPD/Council/LBE/DPW/Museum | \$2,578.45 |
| Anderson, Tackman & Company | SAFA Final Audit Billing for 2020 | \$540.00 |
| Anderson, Tackman & Company | 2020 Audit Final Billing | \$661.95 |
| Arnold's Refrigeration Inc. | LBE Repair AC in Conf Rm/Start Chiller for Season | \$5,406.22 |
| Arrow Signs | LBE Signs/SIFD Truck Sign/Council Nameplates | \$545.00 |
| ASCAP | Little Bear East License Fees 2021 and 2022 | \$747.22 |
| BAM Tools | DPW Streamlight Yellow & Black rechargeable | \$291.92 |
| Belonga Plumbing & Heating | Marina Repair Faucet May 2021 | \$63.30 |
| Blarney Castle Oil | Golf October 2021 Statement | \$170.52 |
| Charles J. Palmer, P.C. | October 2021 Statement | \$1,700.00 |
| ETNA Supply Company | LBE Park Project/WTR Meter Transceivers | \$1,433.00 |
| Great Lakes Coca-Cola Distribution | Little Bear East | \$252.89 |
| HACH | Water Plant Supplies | \$384.31 |
| Harrells LLC | Golf Course Supplies | \$889.50 |
| Johnson Controls | LBE Repair | \$2,314.23 |
| Judy Wyse | SIPD Sew Patches | \$48.00 |
| Kelly's Splash of Colors | City Sign Flowers/Water Plant Sign Flowers | \$567.00 |
| Kimball West | Shop Supplies | \$343.85 |
| KSS | SIFD Supplies | \$842.81 |
| Lynn Auto Parts | October 2021 Statement | \$1,577.96 |
| Mackinac County Clerk | November Election Ads & Canvassers | \$404.30 |
| Mackinac Plumbing and Heating | Golf Club Winterize | \$287.40 |
| Mackinac Sales | Water 3 Drivers Door Latch Cable | \$23.88 |
| Mark Wilk Wiring | WTR/WWTR 2014 Explorer lightbar/radio | \$665.00 |
| MI Dept. of Transportation | Dock #3 | \$12,600.00 |
| Michael Williford | MML Training Reimbursement | \$75.00 |
| Mid America Rink Services | Little Bear East-Jet Ice White 3000/Freight | \$1,802.68 |
| MMTA | Membership 2022/Treasurer-to-Treasurer 11/10 | \$90.00 |
| National Office Supplies | October 2021 Statement | \$1,041.24 |
| National Office Supplies | Golf October 2021 Statement | \$216.23 |
| NCL Labs | Plant Chemicals | \$580.77 |
| Oscar W. Larson | Marina Replaced Displays/Qrtly Inspect/Shutdown | \$2,441.99 |
| Paragon Laboratories | WWTR/WTR Planting Testing | \$2,855.60 |
| Power Plan | Backhoe Door Cylinder & Mount | \$119.08 |
| Rudyard Electrical Service Inc | DDA-Lights/Light Poles | \$555.50 |
| Sault Printing | City Hall Copier/City Mgr Office Printer | \$101.80 |
| Spartan Nash | October 2021 Statement | \$161.20 |
| St. Ignace True Value | Golf October 2021 Statement | \$5.90 |
| St. Ignace True Value | October 2021 Statement | \$684.05 |
| Straits Area Glass | City Hall Front Door Lock | \$25.00 |
| Straits Building Center | October 2021 Statement | \$230.15 |
| Ted Festerling LLC | DPW Equipment Supplies | \$1,792.96 |

The Cedars of Mackinac/Carol Bell
The St. Ignace News
USA Bluebook
Virginia Rubber Corp
WIX.Com

City Hall Fall Cleanup \$70.00
Council Minutes/Assessor BC/LBE BC \$361.60
Water/WWTR Plant Supplies \$1,179.87
New AMZ Hose \$173.90
LBE Website Annual Fee/Domain Name \$338.95

TOTAL \$51,245.55

William LaLonde

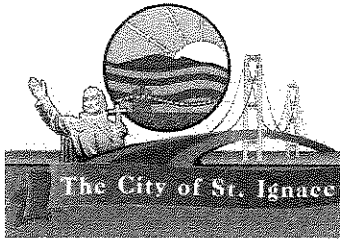
Jim Clapperton

Robert St. Louis

Michael Williford

Paul Fullerton

Kayla Pelter



City of St. Ignace, MI

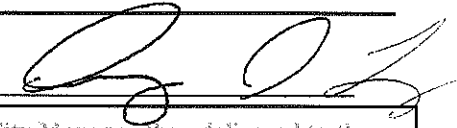
396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

Staff Report

Agenda Date: November 22, 2021

Presenter: Mark Wilk

Department: EMS

Darcy Long, City Manager: 

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

AGENDA ITEM TITLE: Ambulance Update

BACKGROUND:

New ambulance and building update
Review Ambulance Authority document

FISCAL EFFECT:

New ambulance-- 3 annual payments need to be budgeted
New building--unknown cost over 1.5 million grant

SUPPORTING DOCUMENTATION:

Recent board meeting items
Ambulance Authority document

RECOMMENDATION:

Review Authority document for possible approval at an upcoming meeting

St. Ignace-Area EMS Council
Tuesday, November 16, 2021. 2:00 pm
St. Ignace Municipal Building
396 N. State Street, St. Ignace, Michigan 49781

AGENDA

I. Call to Order

II. Roll Call

III. Public Comments

IV. Approve Minutes of October 19, 2021 Board Meeting

V. Board Reports

a. CLSS Financial Report (Dallas Hyde)

b. Operations Report (Mark Wilk)

c. SI-Area EMS Council Financial Report (Laurie Collier)

VI. Old Business

a. New Building

b. Authority Articles of Incorporation

VII. New Business

a. CY2022 Draft Budget (General Fund, Capital Projects Fund, Equipment Fund)

IX. Adjourn

Attachments

- 1. Minutes from October 19, 2021 Board Meeting**
- 2. C2AE New Building Proposal**
- 3. Grant Request to Mackinac County**
- 4. Proposed Sites for New Building**
- 5. CY2022 Draft Budgets**

**ST IGNACE AREA EMERGENCY MEDICAL SERVICES COUNCIL
(Official) Council Proceedings**

A Regular Meeting of the St. Ignace –Area EMS Council was held on Tuesday, October 19, 2021 in the St. Ignace Municipal Building. The meeting was called to order at 2:00 p.m. by Chairperson Blake-Thomas.

Members Present: Ed Serwach, Brevort Township; Secretary Jay Tremble, City of St. Ignace; Treasurer Laurie Collier, Hendricks Township; Vice Chairperson Austin Kimberling, Moran Township; Chairperson David Blake-Thomas, Trout Lake Township.

Absent: Eric Danielson, St. Ignace Township; Dallas Hyde, Cheboygan Life Support Systems (CLSS).

Others Present: Mark Wilk, Area Manager; Ken Collier; Andrea Insley (minutes).

Public Comment – None.

Consideration of minutes from September 21, 2021 Council Meeting:

After Council review, it was moved by Secretary Tremble, seconded by Vice-Chairperson Kimberling, to approve the minutes from September 21, 2021 as presented. Motion carried unanimously.

Board Reports:

a. CLSS Financial Report – Mark Wilk reviewed the financial report through September 2021 with Council, noting the lack of a back-up crew is creating both a financial loss and a loss of service for the community. Mr. Wilk also brought up a pay rate comparison to neighboring communities, but stated that there is a state-wide shortage of employees. Chairperson Blake-Thomas requested to discuss the Medicaid line items with Dallas when he is available.

b. Operations Report – Mark Wilk, Area Manager, informed Council of the recent operational activity of the St. Ignace crew and updated the status of the new ambulance purchase process. Mr. Wilk noted that Seawald's has offered to haul the outgoing ambulance unit to Grand Rapids for \$1,000. After some discussion, it was moved by Chairperson Blake-Thomas, seconded by Vice Chairperson Kimberling, to approve a payment of \$3,000 toward the new Ambulance purchase from the St. Ignace Area EMS Council's account to cover the reduced trade-in amount so as to balance with original calculations of each entity's responsibility. Motion carried unanimously.

c. SI-Area EMS Council Financial Report – Laurie Collier, Treasurer, reviewed the monthly balance sheet with Council, noting no change from last month and listing a balance of \$45,214.54. At this time, it was moved by Chairperson Blake-Thomas, seconded by Secretary Tremble, to pay the outstanding balance of \$18,750 to CLSS for the 2021 Management Fee. Motion carried unanimously. Mr. Wilk also reminded Council that the \$30,000 down payment approved last meeting would be processed this month for the new ambulance.

Old Business:

a. Current FY Budget Review & Amendment – Chairperson Blake-Thomas reviewed the 2021 budget and presented amendments that have already affected the budget to-date. Line items in the General Fund revenues and expenses, the Capital Investment Fund contributions and expenses, as well as transfers, were all noted with updated amounts in the budget presented. It was moved by Chairperson Blake-Thomas, seconded by Treasurer Collier, to approve the amendments as presented. Motion carried unanimously.

b. New Building – Mr. Wilk verified the \$1.5 million contribution from the State of Michigan for the new ambulance building, receiving half up front and the second half after the first \$750,000 has been expended. He also informed Council that discussion continues with various entities regarding property for the building project. It was the consensus of Council to have the Building Committee meet with the Economic Development Council (EDC) to clarify what needs to be considered and how, and to come up with an alternative plan.

c. Authority Articles of Incorporation – Chairperson Blake-Thomas informed Council that he and Mark Wilk will visit each entity during a regular meeting in the near future to present the idea of an Authority and how it will affect everyone.

Additions to the Agenda:

Chairperson Blake-Thomas – Obtaining the Loan – It was moved by Vice-Chairperson Kimberling, seconded by Secretary Tremble, to approve obtaining the loan from the First National Bank of St. Ignace for the new ambulance vehicle for \$93,850.70 at 2.5% financing. Motion carried unanimously.

New Business:

a. FY 2022 Budget – Chairperson Blake-Thomas informed Council they should expect a draft budget will be sent out soon for review and discussion at the next meeting. He suggested to focus consideration on staff shifts and wages.

Adjourn:

The next Regular Council Meeting will be held on Tuesday, November 16, 2021 at 2:00 p.m. in the St. Ignace Municipal Building.

There being no further business, it was moved by Chairperson Blake-Thomas, seconded by Treasurer Collier, to adjourn the meeting at 3:17 p.m. Motion carried unanimously.

November 5, 2021

Mr. David Blake-Thomas
Chairman
St. Ignace Area EMS Council
210 Burdette St
St. Ignace, MI 49781

Re: Proposal for Professional Services: New EMS Building

Dear Mr. Blake-Thomas,

It was a pleasure to talk with you and other members of the board about your potential new EMS building and to gain a better understanding of the operations of St. Ignace Area EMS. What follows is our proposal for design services to provide preliminary documents you can use to secure funding, develop bidding plans and specifications, and provide construction administration once funding is secured.

PROJECT UNDERSTANDING

St. Ignace Area EMS Council serves several townships within Mackinac County and Chippewa County and the City of St. Ignace. The service currently operates out of a garage for the apparatus and a rented house for office and living space. The desire is to construct a new facility that can accommodate the entire program under one roof and provide appropriate garage, storage, training, and living spaces for all EMS staff. In addition, access to the public spaces is desired to be secured from private spaces for after hours and weekend classes that may be available to community. A preliminary conceptual plan has been prepared that includes the spaces and relationships that are desired. The plans represent an approximately 6,000-7,000 square foot building.

Property for the new building has been offered near the Mackinac County Airport that has two potential areas to construct the new EMS facility. A funding source through the State of Michigan project has been identified, but may not be sufficient to cover all costs. If additional funds beyond the state are required, it is expected that each participating governmental entity will be responsible for their share, similar in fashion to the funding formula currently used to fund the service. A timeline for the project has not been determined but it is desired that construction would ideally be started in the summer 2022.

SCOPE

1. Conduct a kick off meeting with stake holders from St. Ignace Area EMS Council and review project scope, budget and schedule.
2. Prepare a site opportunities and constraints document to determine the most advantageous area within the property to construct the new facility. Meet with EMS staff to review information and select the preferred area.
3. Perform wetland delineation, site surveying and collect soil boring information for the preferred area prior to heavy snowfall.
4. Conduct a programming meeting with EMS staff to develop a building and site program that will identify all the components and adjacencies to be included in the project. The program will document such items as number of

bedrooms, number of seats in the training room, equipment storage requirements, site amenities, etc. This meeting would be done virtually and the existing conceptual design will be used as a starting point.

5. Prepare a building program and submit to St. Ignace Area EMS Council for review and approval. This program becomes a basis for the building plan and site design.
6. Develop 1-2 conceptual floor plan options and review with St. Ignace Area EMS Council. Develop a conceptual site plan for the preferred site. St. Ignace Area EMS Council to select a preferred option for further development.
7. Upon selection of the preferred floor plan and site plan, develop a schematic design package for St. Ignace Area EMS Council review. The package will in general include:
 - a. Site plan showing building, parking areas and walks, stormwater management area, and site amenities
 - b. Floor plan showing walls, doors, windows, cabinetry, fixtures, and other built in items
 - c. Exterior elevations that will indicate the types of exterior materials desired by St. Ignace Area EMS Council
 - d. Narrative describing systems such as structural, mechanical, plumbing, electrical, and lighting.
 - e. Opinion of probable construction cost. The opinion will include appropriate allowances for contingency, owner costs, furniture, fixtures, and equipment (FEE), and price escalation.
8. Review the schematic design package with St. Ignace Area EMS Council.
9. Prepare required site plan documents and assist St. Ignace Area EMS Council with site plan approval process.
10. Upon approval by St. Ignace Area EMS Council, prepare construction documents for the project. The documents will generally include:
 - a. Civil drawings showing site layout, grading, utilities, and layout
 - b. Structural drawings showing roof framing, foundation design, and any necessary detailing
 - c. Floor plan
 - d. Reflected ceiling plan
 - e. Interior elevations
 - f. Building and wall sections
 - g. Construction details
 - h. Door schedule
 - i. Room finish plans and schedule
 - j. Plumbing plans
 - k. HVAC plans
 - l. Lighting and power plans
 - m. Technical specifications

11. Prepare front end bid specifications (divisions 0 and 1)
12. Conduct progress review meetings at 30% and 60% of construction documents phase
13. Conduct a quality assurance/quality control (QAQC) review of the final documents prior to issuance to the bidder.
14. Assist St. Ignace Area EMS Council with submitting the construction documents for plan review to the authorities having jurisdiction and respond to any plan review comments.
15. C2AE will facilitate the bid process. This includes:
 - a. Distributing bid documents
 - b. Conducting a prebid meeting
 - c. Responding to prebid requests for information (RFI)
 - d. Issuing addenda as required.
 - e. Assisting St. Ignace Area EMS Council with the review of bids received and conduct a post bid interview with the lowest, most responsive bidder.
 - f. Upon formal approval by St. Ignace Area EMS Council, prepare the owner-contractor contract for the project.
16. Provide construction administration services for the project. This will generally include:
 - a. Responding to contractor RFIs
 - b. Reviewing contractor submittals
 - c. Reviewing contractor payment applications
 - d. Issuing bulletins as required.
17. Conduct eight (8) field visits to review construction progress and determine if design intent is being followed. Prepare a field report for each site visit
18. Conduct a punchlist visit of the project upon substantial completion to document any work that is incomplete or is incorrect.

ASSUMPTIONS

- C2AE will contract with others to provide a wetland delineation study, topographic and boundary survey and geotechnical investigations of the selected property area.
- St. Ignace Area EMS Council will pay for all plan review fees during the design phase. Building permit fees will be paid for by the General Contractor.
- Contractor will provide a copy of record drawings and product specifications for the project as part of the project closeout.
- St. Ignace Area EMS Council will provide equipment sizes and utility requirements for any items to be relocated to the new facility.

- C2AE anticipates a maximum duration of 12 months between initial proposal approval and completion of the construction documents phase. Should the duration exceed 12 months, C2AE will update fees to reflect the adjusted project duration.

DELIVERABLES

Schematic Design documents will be provided in PDF form. If hard copies are desired, C2AE will print and ship those to St. Ignace Area EMS Council. Construction Documents will be provided in PDF form along with a hard copy of the drawings.

SCHEDULE


| | |
|--|--|
| Conduct kick off and programming meeting | Within one weeks of receipt of signed proposal |
| Review conceptual site and floor plans | Within two weeks of St. Ignace Area EMS Council approval of program |
| Final Schematic Design Package | Two weeks after selection of preferred floor and site plan concept |
| Begin Construction Documents | Within one week of approval by St. Ignace Area EMS Council to move forward |
| QAQC (95% Bid Documents) | 14 weeks from start of Construction Documents Phase |
| 100% Bid Documents complete | Two weeks after starting QAQC |

FEE

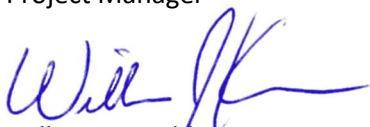
C2AE’s lump sum fee for the site analysis and schematic design package (Scope items 1-8) is \$54,900 plus reimbursables. C2AE’s estimated lump sum fee to prepare construction documents, assist in bidding, and provide construction administration is an additional \$145,100 plus reimbursables, which will be finalized after the schematic design phase is complete and C2AE is authorized to begin the construction documents phase. Reimbursables will be limited to mileage, meals while traveling, overnight stay (if required), printing, and shipping costs. Subconsultant costs for wetland delineation, surveying and geotechnical investigations have been included in our fees will be invoiced at cost plus a 10% markup (1.10).

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,
C2AE



Stevan J. Jurczuk, AIA, LEED AP
Project Manager



William J. Kimble, PE
Government Market Leader

Accepted by:

St. Ignace Area EMS Council

Date

Cc: Mr. Mark Wilk
Mr. Ken Collier

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the St. Ignace Area EMS Council, located in St. Ignace, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- I. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business

hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)

- J. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification of these materials.
- K. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. If payment in full is not received by the A|E CONSULTANT within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the Past Due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the A|E CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the OWNER. The A|E CONSULTANT shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the A|E CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the A|E CONSULTANT to resume performance.
- L. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- M. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- N. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$200,000.
- O. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- P. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including

reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- Q. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- R. Part-Time Construction Observation: The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- S. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction/project means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

- T. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- U. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- V. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- W. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

ST. IGNACE-AREA EMS COUNCIL

210 Burdette Street, St. Ignace, Michigan

November 8, 2021

Mackinac County Grant Request

Summary of Request: The St. Ignace-Area EMS Council requests a grant from Mackinac County in the amount of \$54,500 to be used to pay costs associated with the site evaluation and design of a new ambulance station to be located in Mackinac County.

About Us: The St. Ignace-Area EMS Council (the "Council") is a non-profit public agency created under the Michigan Urban Cooperation Act by the City of St. Ignace, St. Ignace Township, Moran Township, Brevort Township, Hendricks Township, and Trout Lake Township. The Council is responsible for providing primary ambulance service for medical emergencies in the municipalities listed above, 24 hours a day, 7 days a week, 365 days a year. Our service area covers over 5,000 residents of Mackinac County, representing almost half the population of the county. The municipalities listed above are legally obligated to cover all costs associated with providing the ambulance services within our service area, including all capital expenditures approved by the Council's Board.

The Project: The Council currently operates out of a facility located in a residential neighborhood in St. Ignace. This facility, however, is inadequate for our operating needs and a detriment to the recruitment and retention of personnel necessary to respond in a timely fashion to medical emergencies in our service area. Accordingly, the Council intends to build a new facility in the St. Ignace area (the "Project"). The preliminary estimate of the Project cost is two million dollars (\$2,000,000), not including land acquisition costs.

We have identified potential sites for the Project in the St. Ignace area, two of which continue to be of interest to the Council. Both of these sites are located on a larger parcel of property owned by Mackinac County immediately north of the Mackinac County Airport (see attachment). Contingent on an indication from the Mackinac County Board of Commissions that they are willing to convey one of the two sites to the Council, the Council will need to undertake a review of the site to determine its suitability for the Project.

Request Details: Because the Council typically operates at an annual deficit, meaning annual operating costs typically exceed annual operating revenue, the municipalities listed above will be obligated to cover the Project costs less any grants received by the Council from others. We are therefore requesting a grant from Mackinac County in the amount of \$54,500, to be used to pay costs associated with determining the suitability of the proposed site for the Project. This work will include performing a wetland delineation survey, an ALTA survey, a topographical survey, soil borings, a phase 1 environment review and the creation of a schematic design for the building on the proposed site.

Respectfully submitted,

David Blake-Thomas, Chairman & CEO
St. Ignace-Area EMS Council



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Map Publication:
11/07/2021 5:15 PM

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. EUP expresses no warranty for the information displayed on this map document.

St. Ignace-Area EMS

| | | 2018 | 2019 | 2020 | EOY 2021 | 2022 |
|--|--|------------------|--------------------|------------------|--------------------|------------------|
| | | Actual | Actual | Actuals | Projected | Draft Budget |
| SI-EMS GENERAL FUND | | | | | | |
| SI-EMS General Fund Revenue | | | | | | |
| Contributions from Local Units | | | | | | |
| 101-651-581 | Contributions from Local Units | 37,500.00 | 37,500.00 | 37,500.00 | 60,523.07 | 60,677.03 |
| | City of St. Ignace (44%) | 17,625.00 | 17,625.00 | 16,500.00 | 26,630.15 | 26,697.89 |
| | Moran Township (18%) | 7,500.00 | 7,500.00 | 6,750.00 | 9,203.17 | 10,921.87 |
| | St. Ignace Township (17%) | 6,750.00 | 6,750.00 | 6,375.00 | 8,686.93 | 10,315.10 |
| | Brevort Township (11%) | 4,500.00 | 4,500.00 | 4,125.00 | 5,589.55 | 6,674.47 |
| | Trout Lake Township (7%) | 0.00 | 0.00 | 2,625.00 | 8,597.58 | 4,247.39 |
| | Hendricks Township (3%) | 1,125.00 | 1,125.00 | 1,125.00 | 1,815.69 | 1,820.31 |
| | Total Contributions from Local Units | 37,500.00 | 37,500.00 | 37,500.00 | 60,523.07 | 60,677.03 |
| Proceeds from Operations | | | | | | |
| 101-651-675 | Proceeds from Operations | | | | 0.00 | 0.00 |
| | Total Proceeds from Operations | | | | 0.00 | 0.00 |
| Investment Income | | | | | | |
| 101-651-665 | Interest | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Investment Income Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Donations | | | | | | |
| 101-651-674 | Donations | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Donations | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Grants | | | | | | |
| 101-651-516 | Federal Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-651-555 | State Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-651-590 | Local Government Grants | | | | | |
| 101-651-677 | Private Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Grant Revenue Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Transfers In From General Fund | | | | | | |
| 101-966-699 | Transfers In From Equipment Fund | 0.00 | 0.00 | 0.00 | 268.55 | 0.00 |
| | Transfers In From General Fund Total | 0.00 | 0.00 | 0.00 | 268.55 | 0.00 |
| | SI-EMS Total General Fund Revenue | 37,500.00 | 37,500.00 | 37,500.00 | 60,791.62 | 60,677.03 |
| SI-EMS General Fund Expenses | | | | | | |
| Operations Administration | | | | | | |
| CLSS Management Fee | | | | | | |
| 101-101-801 | CLSS Management Fee | 37,500.00 | 37,500.00 | 37,500.00 | 37,500.00 | 37,500.00 |
| | CLSS Management Fee Total | 37,500.00 | 37,500.00 | 37,500.00 | 37,500.00 | 37,500.00 |
| (See Note 1) | CLSS Expenses Attributable to SI-EMS | | | | | |
| 101-101-803 | CLSS Deficit / (Surplus) | 1,710.29 | (31,389.50) | 42,152.98 | (50,392.16) | 41,827.03 |
| | Total CLSS Deficit / (Surplus) | 1,710.29 | (31,389.50) | 42,152.98 | (50,392.16) | 41,827.03 |
| | Total Operations Administration Deficit / (Surplus) | 39,210.29 | 6,110.50 | 79,652.98 | (12,892.16) | 79,327.03 |
| Transfers Out from General Fund | | | | | | |
| 101-935-995 | Transfers Out To Capital Projects Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-935-996 | Transfers Out To Equipment Fund | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| | Total Transfers Out from General Fund | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| Insurance | | | | | | |
| 101-101-936 | Vehicle Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 101-101-937 | Liability Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| | Total Liability Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 101-101-955 | Miscellaneous Expenses | 37,372.00 | 0.00 | 0.00 | 39.00 | 100.00 |
| | Total Miscellaneous Expenses | 37,372.00 | 0.00 | 0.00 | 39.00 | 100.00 |
| Professional Services | | | | | | |

St. Ignace-Area EMS

| | | 2018 | 2019 | 2020 | EOY 2021 | 2022 |
|---|-----------------------------|--------------------|------------------|--------------------|--------------------|--------------------|
| | | Actual | Actual | Actuals | Projected | Draft Budget |
| 101-266-801 | Legal Services | 0.00 | 0.00 | 0.00 | 0.00 | 750.00 |
| 101-223-801 | Audit Services | 0.00 | 0.00 | 0.00 | 0.00 | 3,500.00 |
| 101-267-801 | Other Professional Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Professional Services | | 0.00 | 0.00 | 0.00 | 0.00 | 4,250.00 |
| SI-EMS Total General Fund Expenses | | 76,582.29 | 6,110.50 | 79,652.98 | (10,353.16) | 85,677.03 |
| SI-EMS NET GENERAL FUND INCOME | | (39,082.29) | 31,389.50 | (42,152.98) | 71,144.78 | (25,000.00) |

| SI-EMS General Fund Beginning of Year Reserves | | | | | | |
|---|----------------------------------|------------------|------------------|------------------|------------------|------------------|
| Existing Reserves | | | | | | |
| | First National Bank Account | 0.00 | 0.00 | 29,971.53 | 21,961.92 | 93,106.70 |
| | CLSS Account | 86,152.95 | 47,070.66 | 34,143.37 | 0.00 | 0.00 |
| Total Existing Reserves | | 86,152.95 | 47,070.66 | 64,114.90 | 21,961.92 | 93,106.70 |
| Total SI-EMS General Fund Beginning of Year Reserves | | 86,152.95 | 47,070.66 | 64,114.90 | 21,961.92 | 93,106.70 |
| SI-EMS General Fund End of Year Reserves | | | | | | |
| | Beginning of Year Reserves | 86,152.95 | 47,070.66 | 64,114.90 | 21,961.92 | 93,106.70 |
| | General Fund Surplus / (Deficit) | (39,082.29) | 31,389.50 | (42,152.98) | 71,144.78 | (25,000.00) |
| Total SI-EMS General Fund End of Year Reserves | | 47,070.66 | 78,460.16 | 21,961.92 | 93,106.70 | 68,106.70 |

St. Ignace-Area EMS

| | | 2018 | 2019 | 2020 | EOY 2021 | 2022 |
|---|---|-------------|-------------|-------------|------------------|---------------------|
| | | Actual | Actual | Actuals | Projected | Draft Budget |
| SI-EMS CAPITAL PROJECTS FUND | | | | | | |
| SI-EMS Capital Projects Revenue | | | | | | |
| Contributions from Local Units | | | | | | |
| 401-651-581 | Contributions from Local Units | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | City of St. Ignace (44%) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Moran Township (18%) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | St. Ignace Township (17%) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Brevort Township (11%) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Trout Lake Township (7%) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Hendricks Township (3%) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Contributions from Local Units Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Proceeds from Loan | | | | | | |
| 401-651-692 | Proceeds from Loan | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Proceeds from Loan Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Grants | | | | | | |
| 401-651-516 | Federal Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 401-651-555 | State Grants | 0.00 | 0.00 | 0.00 | 0.00 | 1,500,000.00 |
| 401-651-590 | Local Government Grants | 0.00 | 0.00 | 0.00 | 54,500.00 | 0.00 |
| 401-651-677 | Private Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Grant Revenue | 0.00 | 0.00 | 0.00 | 54,500.00 | 1,500,000.00 |
| Investment Income | | | | | | |
| 401-651-665 | Interest | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Investment Income Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Transfers In to Capital Projects Fund | | | | | | |
| 401-966-699 | Transfers In From General Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Transfers In to Capital Projects Fund Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | SI-EMS Total Capital Investment Fund Revenue | 0.00 | 0.00 | 0.00 | 54,500.00 | 1,500,000.00 |
| SI-EMS Capital Projects Fund Expenses | | | | | | |
| Building | | | | | | |
| 401-906-991 | Principle Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 401-906-992 | Interest Payments | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 401-101-975 | Building Non-Debt | 0.00 | 0.00 | 0.00 | 0.00 | 1,500,000.00 |
| | Building Total | 0.00 | 0.00 | 0.00 | 0.00 | 1,500,000.00 |
| Professional Services | | | | | | |
| 401-267-801 | Professional Services | 0.00 | 0.00 | 0.00 | 54,500.00 | 0.00 |
| | Professional Services Total | 0.00 | 0.00 | 0.00 | 54,500.00 | 0.00 |
| Transfers Out from Capital Projects Fund | | | | | | |
| 401-935-995 | Transfers Out To General Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Transfers Out from Capital Projects Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | SI-EMS Total Capital Projects Fund Expenses | 0.00 | 0.00 | 0.00 | 54,500.00 | 1,500,000.00 |
| | SI-EMS NET CAPITAL PROJECTS FUND INCOME | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | |
|--|--|-------------|-------------|-------------|-------------|-------------|
| SI-EMS Capital Projects Fund Beginning of Year Reserves | | | | | | |
| Existing Reserves | | | | | | |
| | First National Bank Account | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Existing Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total SI-EMS Capital Projects Fund Beginning of Year Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SI-EMS Capital Projects Fund End of Year Reserves | | | | | | |
| | Beginning of Year Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Capital Projects Fund Surplus / (Deficit) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total SI-EMS Capital Projects Fund End of Year Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

St. Ignace-Area EMS

| | | 2018 | 2019 | 2020 | EOY 2021 | 2022 |
|---|--|-------------|-------------|-------------|-------------------|------------------|
| | | Actual | Actual | Actuals | Projected | Draft Budget |
| SI-EMS EQUIPMENT FUND | | | | | | |
| SI-EMS Capital Equipment Fund Revenue | | | | | | |
| Contributions from Local Units | | | | | | |
| 402-651-581 | Contributions from Local Units | 0.00 | 0.00 | 0.00 | 149,369.84 | 32,860.62 |
| | City of St. Ignace (44%) | 0.00 | 0.00 | 0.00 | 26,080.62 | 32,860.62 |
| | Moran Township (18%) | 0.00 | 0.00 | 0.00 | 38,045.50 | 0.00 |
| | St. Ignace Township (17%) | 0.00 | 0.00 | 0.00 | 35,940.38 | 0.00 |
| | Brevort Township (11%) | 0.00 | 0.00 | 0.00 | 22,735.45 | 0.00 |
| | Trout Lake Township (7%) | 0.00 | 0.00 | 0.00 | 19,236.62 | 0.00 |
| | Hendricks Township (3%) | 0.00 | 0.00 | 0.00 | 7,331.27 | 0.00 |
| | Contributions from Local Units Total | 0.00 | 0.00 | 0.00 | 149,369.84 | 32,860.62 |
| Proceeds from Loan | | | | | | |
| 402-651-692 | Proceeds from Loan | 0.00 | 0.00 | 0.00 | 93,850.70 | 0.00 |
| | Proceeds from Loan Total | 0.00 | 0.00 | 0.00 | 93,850.70 | 0.00 |
| Grants | | | | | | |
| 402-651-516 | Federal Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 402-651-555 | State Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 402-651-590 | Local Government Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 402-651-677 | Private Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Grant Revenue | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Investment Income | | | | | | |
| 402-651-665 | Interest | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Investment Income Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Transfers In to Equipment Fund | | | | | | |
| 402-966-699 | Transfers In From General Fund | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| | Transfers In to Equipmnt Fund Total | 0.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| | SI-EMS Total Equipment Fund Revenue | 0.00 | 0.00 | 0.00 | 245,720.54 | 32,860.62 |
| SI-EMS Equipment Fund Expenses | | | | | | |
| Vehicles | | | | | | |
| 402-907-991 | Principle Payments | 0.00 | 0.00 | 0.00 | 29,192.56 | 25,221.45 |
| 402-907-992 | Interest Payments | 0.00 | 0.00 | 0.00 | 2,633.64 | 1,271.46 |
| 402-101-981 | Vehicles Non-Debt | 0.00 | 0.00 | 0.00 | 172,714.00 | 0.00 |
| | Vehicles Total | 0.00 | 0.00 | 0.00 | 204,540.20 | 26,492.91 |
| Equipment | | | | | | |
| 402-908-991 | Principle Payments | 0.00 | 0.00 | 0.00 | 0.00 | 6,062.11 |
| 402-908-992 | Interest Payments | 0.00 | 0.00 | 0.00 | 0.00 | 305.60 |
| 402-101-985 | Equipment Non-Debt | 0.00 | 0.00 | 0.00 | 40,911.79 | 0.00 |
| | Equipment Total | 0.00 | 0.00 | 0.00 | 40,911.79 | 6,367.71 |
| Transfers Out from Equipmet Fund | | | | | | |
| 402-935-995 | Transfers Out To General Fund | 0.00 | 0.00 | 0.00 | 268.55 | 0.00 |
| | Total Transfers Out from Equipment Fund | 0.00 | 0.00 | 0.00 | 268.55 | 0.00 |
| | SI-EMS Total Equipment Fund Expenses | 0.00 | 0.00 | 0.00 | 245,720.54 | 32,860.62 |
| SI-EMS NET EQUIPMENT FUND INCOME | | 0.00 | 0.00 | 0.00 | (0.00) | 0.00 |
| SI-EMS Equipment Fund Beginning of Year Reserves | | | | | | |
| Existing Reserves | | | | | | |
| | First National Bank Account | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Existing Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total SI-EMS Equipment Fund Beginning of Year Reserves | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SI-EMS Equipment Fund End of Year Reserves | | | | | | |
| | Beginning of Year Reserves | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Equipment Fund Surplus / (Deficit) | 0.00 | 0.00 | 0.00 | (0.00) | 0.00 |
| Total SI-EMS Equipment Fund End of Year Reserves | | 0.00 | 0.00 | 0.00 | (0.00) | 0.00 |

St. Ignace-Area EMS

| | 2018 | 2019 | 2020 | EOY 2021 | 2022 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Actuals | Projected | Draft Budget |
| CLSS Revenues Attributable to SI-EMS | | | | | |
| Charges for Services | | | | | |
| Medicaid Revenue | 137,290.21 | 156,224.67 | 178,539.74 | 114,230.70 | 180,000.00 |
| Medicaid Contract Fee | (90,794.46) | (129,387.54) | (123,702.75) | (121,548.07) | (67,500.00) |
| QAAP Medicaid Fee | (1,829.42) | (2,362.95) | (2,576.98) | (2,261.09) | (2,500.00) |
| Medicaid Revenue Total | 44,666.33 | 24,474.18 | 52,260.01 | (9,578.46) | 110,000.00 |
| Medicare Revenue | 440,641.99 | 491,244.66 | 326,479.71 | 507,045.84 | 532,398.13 |
| Medicare Contract Fee | (136,173.28) | (165,810.15) | (112,787.37) | (196,467.23) | (186,339.35) |
| Medicare Revenue Total | 304,468.71 | 325,434.51 | 213,692.34 | 310,578.61 | 346,058.79 |
| Commercial Revenue | 452,261.30 | 507,918.72 | 458,842.02 | 304,452.86 | 480,000.00 |
| Commercial Contract Fee | (85,266.64) | (112,443.96) | (107,310.70) | (62,159.22) | (111,840.00) |
| Commercial Total | 366,994.66 | 395,474.76 | 351,531.32 | 242,293.64 | 368,160.00 |
| Private Revenue | 132,947.09 | 153,198.12 | 119,631.33 | 151,885.16 | 147,729.21 |
| Private Contract Fee | (127,765.33) | (116,215.39) | (79,547.48) | (91,272.84) | (88,637.53) |
| Private Revenue Total | 5,181.76 | 36,982.73 | 40,083.85 | 60,612.32 | 59,091.68 |
| Total Charges for Services | 721,311.46 | 782,366.18 | 657,567.52 | 603,906.11 | 883,310.47 |
| Subscription Plan | | | | | |
| Subscription Plan | 15,800.00 | 15,330.00 | 15,142.05 | 17,480.00 | 20,000.00 |
| Subscription Plan Write-Offs | (12,091.61) | (15,635.75) | (11,175.54) | (12,965.33) | (17,000.00) |
| Subscription Plan Total | 3,708.39 | (305.75) | 3,966.51 | 4,514.67 | 3,000.00 |
| Grants | | | | | |
| Federal Grants | 0.00 | 0.00 | 136,587.73 | 113,240.69 | 0.00 |
| State Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Private Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Grant Revenue Total | 0.00 | 0.00 | 136,587.73 | 113,240.69 | 0.00 |
| Other | | | | | |
| Refunds | (381.66) | (2,617.03) | (2,432.51) | (2,961.58) | (3,000.00) |
| Life Support Revenue | 0.00 | 0.00 | 0.00 | 8,600.00 | 10,000.00 |
| Education & Training | 0.00 | 0.00 | 0.00 | 3,525.00 | 0.00 |
| Other Total | (381.66) | (2,617.03) | (2,432.51) | 9,163.42 | 7,000.00 |
| Total CLSS Revenues Attributable to SI-EMS | 724,638.19 | 779,443.40 | 795,689.25 | 730,824.89 | 893,310.47 |
| CLSS Expenses Attributable to SI-EMS | | | | | |
| Advertising | | | | | |
| Advertising | 548.80 | 563.80 | 0.00 | 0.00 | 500.00 |
| Advertising Total | 548.80 | 563.80 | 0.00 | 0.00 | 500.00 |
| Training & Education | | | | | |
| Training and Education | 190.00 | 0.00 | 297.40 | 0.00 | 500.00 |
| Mileage Reimbursement | 165.00 | 0.00 | 0.00 | 0.00 | 150.00 |
| Training and Education Total | 355.00 | 0.00 | 297.40 | 0.00 | 650.00 |
| General Fees | | | | | |
| Credit Card Contract Fee | 1,215.53 | 974.90 | 1,860.83 | 2,085.27 | 1,750.00 |
| Bank Service Charges | 0.00 | 0.00 | 7.50 | 0.00 | 0.00 |
| Postage | 0.00 | 14.70 | 0.00 | 0.00 | 0.00 |
| General Fees Total | 1,215.53 | 989.60 | 1,868.33 | 2,085.27 | 1,750.00 |
| Transportation | | | | | |
| Bridge Toll | 2,352.00 | 2,730.00 | 2,400.00 | 3,100.00 | 3,250.00 |
| Fuel Expense (Vehicles) | 31,752.17 | 36,321.00 | 26,334.68 | 28,941.63 | 40,000.00 |
| Transportation Total | 34,104.17 | 39,051.00 | 28,734.68 | 32,041.63 | 43,250.00 |
| Intercepts | | | | | |
| Intercept Fees | 18,300.00 | 18,419.31 | 350.00 | 0.00 | 0.00 |
| Intercept Fees Total | 18,300.00 | 18,419.31 | 350.00 | 0.00 | 0.00 |

St. Ignace-Area EMS

| | 2018 | 2019 | 2020 | EOY 2021 | 2022 |
|--|-------------------|--------------------|-------------------|--------------------|-------------------|
| | Actual | Actual | Actuals | Projected | Draft Budget |
| Rent | | | | | |
| Building | 18,300.00 | 18,419.31 | 18,300.00 | 18,450.00 | 18,600.00 |
| Rent Total | 18,300.00 | 18,419.31 | 18,300.00 | 18,450.00 | 18,600.00 |
| Insurance | | | | | |
| General Liability & Auto | 4,688.32 | 4,044.04 | 4,659.88 | 5,007.36 | 5,000.00 |
| Insurance Total | 4,688.32 | 4,044.04 | 4,659.88 | 5,007.36 | 5,000.00 |
| Dues, Licenses & Fees | | | | | |
| Dues, Licenses & Fees | 125.00 | 75.00 | 43.45 | 120.65 | 125.00 |
| Dues, Licenses & Fees Total | 125.00 | 75.00 | 43.45 | 120.65 | 125.00 |
| Professional Services | | | | | |
| Legal Services | 6,280.50 | 291.50 | 2,491.00 | 0.00 | 0.00 |
| Audit Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Professional Services Total | 6,280.50 | 291.50 | 2,491.00 | 0.00 | 0.00 |
| Repair & Maintenance | | | | | |
| Building | 1,283.32 | 1,839.55 | 2,159.23 | 2,206.19 | 1,500.00 |
| Equipment | 2,966.94 | 916.38 | 929.98 | 3,965.26 | 3,000.00 |
| Vehicles | 7,274.89 | 8,152.64 | 47,652.50 | 8,909.45 | 9,000.00 |
| Repair & Maintenance Total | 11,525.15 | 10,908.57 | 50,741.71 | 15,080.90 | 13,500.00 |
| Salaries, Wages & Benefits | | | | | |
| Employee Wages | 509,635.42 | 531,481.95 | 560,247.44 | 461,471.38 | 675,000.00 |
| Company IRA Contribution | 10,585.63 | 8,368.42 | 9,211.36 | 10,739.79 | 12,000.00 |
| Payroll DD Expenses | 607.25 | 626.40 | 605.50 | 309.25 | 625.00 |
| Taxes--Payroll | 38,522.23 | 39,670.50 | 42,264.33 | 34,625.76 | 51,637.50 |
| Worker's Comp Insurance | 13,732.75 | 12,404.04 | 10,427.68 | 8,214.64 | 11,000.00 |
| Health Insurance | 38,600.83 | 41,061.40 | 43,934.50 | 46,732.80 | 48,500.00 |
| Salaries, Wages & Benefits Total | 611,684.11 | 633,612.71 | 666,690.81 | 562,093.62 | 798,762.50 |
| Office & Medical Supplies | | | | | |
| Office & Medical Supplies | 23,601.06 | 25,303.30 | 48,232.56 | 32,041.01 | 35,000.00 |
| Office & Medical Supplies Total | 23,601.06 | 25,303.30 | 48,232.56 | 32,041.01 | 35,000.00 |
| Utilities | | | | | |
| Telephone Expense | 453.64 | 1,001.00 | 924.00 | 1,078.00 | 1,250.00 |
| ISP Expense | 2,056.34 | 1,310.52 | 1,863.57 | 1,314.74 | 1,500.00 |
| Cable Expense | 1,429.46 | 1,736.36 | 1,495.14 | 2,164.10 | 2,500.00 |
| Snow Removal | 1,690.13 | 2,709.50 | 1,457.05 | 1,705.00 | 2,500.00 |
| Electricity Expense | 3,096.30 | 3,425.56 | 3,152.01 | 2,951.40 | 3,500.00 |
| Natural Gas Expense | 916.14 | 1,034.53 | 810.57 | 754.54 | 1,250.00 |
| Refuse Removal Expense | 798.40 | 959.68 | 980.38 | 1,034.29 | 1,250.00 |
| Water & Sewer | 1,787.19 | 1,992.96 | 2,228.34 | 1,943.93 | 2,500.00 |
| Janitorial | 69.26 | 128.61 | 135.60 | 100.00 | 250.00 |
| Utilities Total | 12,296.86 | 14,298.72 | 13,046.66 | 13,046.00 | 16,500.00 |
| Uniforms | | | | | |
| Uniforms | 1,623.98 | 496.35 | 2,385.75 | 466.29 | 1,500.00 |
| Uniforms Total | 1,623.98 | 496.35 | 2,385.75 | 466.29 | 1,500.00 |
| Total CLSS Expenses Attributable to SI-EMS | 726,348.48 | 748,053.90 | 837,842.23 | 680,432.73 | 935,137.50 |
| Net CLSS Deficit / (Surplus) Attributable to SI-EMS | 1,710.29 | (31,389.50) | 42,152.98 | (50,392.16) | 41,827.03 |

ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION are executed by the City of St. Ignace, Mackinac County, Michigan, the Township of Moran, Mackinac County, Michigan, the Township of Brevort, Mackinac County, Michigan, the Township of St. Ignace, Mackinac County, Michigan, the Township of Hendricks, Mackinac County, Michigan, and the Township of Trout Lake, Chippewa County, Michigan (the “Incorporating Municipalities”), for the purpose of forming an Emergency Services Authority (the “Authority”) pursuant to the provisions of 1988 PA 57.

ARTICLE I NAME & OFFICE

The name of the Authority shall be Straits Area EMS Authority, DBA as Straits Area EMS. The principal office of the Authority will be located at 220 Burdette Street, St. Ignace, Michigan, 49781, or other such location as may be designated by the Authority.

ARTICLE II DEFINITIONS

The following terms shall have the following meanings:

- A. Act 57 means the Emergency Services to Municipalities Act, 1988 PA 57, as amended.
- B. Articles mean these Articles of Incorporation.
- C. Authority means the Straits Area EMS Authority.
- D. Board shall mean the Authority’s governing board.
- E. Member shall mean the representative appointed by each Incorporating Municipality to the Board of the Authority
- F. Emergency Services means pre-hospital advanced life support and basic life support emergency medical services.
- G. Incorporating Municipality means a Municipality that is part of this Authority or joins in a manner provided for in the Articles.
- H. Municipal Emergency Services means out-of-hospital advanced life support and/or basic life support emergency medical services performed by a municipality rather than by this Authority.
- I. Municipality means a county, city, village or township.
- J. Non-Incorporating Municipality means a Municipality that is not a part of this Authority.

Other terms shall have such meaning as may be specified in the provisions of these Articles.

ARTICLE III INCORPORATING MUNICIPALITIES

The Incorporating Municipalities creating this Authority are the City of St. Ignace, Mackinac County, Michigan, the Township of Moran, Mackinac County, Michigan, the Township of Brevort, Mackinac County, Michigan, the Township of St. Ignace, Mackinac County, Michigan, the Township of Hendricks, Mackinac County, Michigan, and the Township of Trout Lake,

Chippewa County, Michigan. Any Municipality that subsequently joins the Authority pursuant to Act 57 and these Articles shall also be an Incorporating Municipality. If any Incorporating Municipality that is a general law city, village, or township shall become a charter city, village, or township, these Articles shall also bind the successor charter township.

**ARTICLE IV
PURPOSE**

As of the Effective Date, the St. Ignace-Area Emergency Medical Services Council shall be dissolved and reformed as the Straits Area EMS Authority for the purpose of providing Emergency Services in accordance with the authorization contained in Act 57 and to engage in all activities incident to providing such Emergency Services. The Authority shall provide such Emergency Services within the jurisdiction described in Article V of these Articles. The Authority may also provide such Emergency Services outside of the jurisdiction described in Article V of the Articles pursuant to a contract with the Authority by any Non-Incorporating Municipality or any other lawful entity in accordance with Act 57.

**ARTICLE V
JURISDICTION**

This Authority's jurisdiction shall include all the territory included within the boundaries of its Incorporating Municipalities as now constituted or as hereafter expanded through annexation, consolidation or change of municipal identity. The Authority has exclusive authority to determine how the Emergency Services will be provided within its jurisdiction.

**ARTICLE VI
POWERS**

- A. The Authority is a body corporate, with power to sue or be sued in any court of this state.
- B. The Authority shall possess all of the powers now or hereafter granted by Act 57, by any other applicable statute of the State of Michigan, by these Articles, and those powers incident to its purposes, including but not limited to the following:
 - 1. Adopt bylaws and rules of administration to accomplish the purposes of Act 57 and these Articles.
 - 2. Apply for and accept grants, loans, or contributions from the federal government or any of its agencies, the State of Michigan or any of its agencies, or any other public or private source.
 - 3. Enter into contracts with other entities not otherwise prohibited by law.
 - 4. Investigate Emergency Services requirements, needs, and programs, and engage consultants as may be necessary and cooperate with the federal government, the State of Michigan and its political subdivisions, and other authorities in such investigations.

5. Subject to the provisions of Act 57, Michigan law and these Articles, hire employees, attorneys, accountants, and consultants, as the Board considers necessary to carry out the purposes of the Authority.
 6. The Authority shall possess all other powers authorized by law that are necessary to carry out the purposes of its incorporation and those incident to its purposes.
 7. The Authority may acquire private property by purchase, lease, gift, devise or condemnation, either within or outside its territory and may hold, manage, control, sell, exchange or lease such. For the purposes of condemnation, the Authority may proceed under the Acquisition of Property by State Agencies and Public Corporations Act, 1911 PA 149 and the Uniform Condemnation Procedures Act, 1980 PA 87.
- C. The Board shall have the right to create one or more committees from time to time.
- D. The enumeration of any powers herein shall not be construed as a limitation upon the general powers of this Authority unless the context or Michigan law shall clearly indicate otherwise.
- D. The Authority may adopt a corporate seal, and may alter the seal, and may use it by causing it or a facsimile to be affixed, impressed or reproduced in any other manner.

**ARTICLE VII
TERM**

This Authority shall continue in existence in perpetuity or until dissolved by the Incorporating Municipalities pursuant to Article XIX of these Articles, or by force of law.

**ARTICLE VIII
FISCAL YEAR**

The fiscal year of the Authority shall commence on the first day of January in each year and shall end on December 31st of that year.

**ARTICLE IX
BOARD OF MEMBERS**

- A. The governing body of the Authority shall be a Board of Members, which shall be composed of one representative from each Incorporating Municipality.
- B. The governing body of each Incorporating Municipality shall appoint one (1) regular Member and one (1) alternate Member.
- C. The responsibilities of regular Members shall be to attend all regular and special meetings of the Board, be prepared to discuss matters on each meeting agenda, vote on matters properly brought before the Board, and act as the liaison between the Board and the Incorporating

Municipality that appointed the Member. Alternate Members are encouraged but not required to attend regular and special meetings of the Board unless the respective regular Member is unable to attend, in which case the alternate Member shall attend in their place and fulfill the responsibilities of the regular Member at such meeting.

- D. Each Member appointed by an Incorporating Municipality shall serve a term designated by the Incorporating Municipality at the time of appointment. However, each Member shall serve until that Member's successor is appointed and sworn in. Because each Member's term may vary, each Incorporating Municipality has the responsibility for monitoring when its Member needs to be appointed or re-appointed.
- E. All regular Members shall have full rights to vote at each meeting. Alternate Members shall only have the right to vote at any particular meeting if the respective regular Member is not in attendance.
- F. No appointment by an Incorporating Municipality shall be deemed invalid because it was not made within or at the time specified in these Articles.
- G. Each regular and alternate Member must be a qualified elector residing within the territorial boundaries of the Incorporating Municipality that appointed him or her.
- H. Each regular and alternate Member shall take the constitutional oath of office.
- I. Members shall not be compensated by the Authority for attending meetings of the Board. However, if agreed to and approved in writing by the Board, Members may be reimbursed for expenses incurred, including but not limited to mileage to and from their home, in carrying out their duties as a Member. In addition, if agreed to and approved in writing by the Board, Members may be compensated by the Authority for taking on additional responsibilities beyond those provided in Subsection C above.
- J. In the event of the retirement, removal, resignation, or death of a Member the governing body of the Incorporating Municipality that appointed the Member shall fill the vacancy. If the vacancy occurs in the position of a regular Member, the alternate Member shall serve until the regular Member's successor is appointed and sworn in.
- K. Any Member may be removed at any time for cause or without cause by action of the governing body of the Incorporating Municipality that appointed such Director.

ARTICLE X MEETINGS

- A. The Board shall meet on the third Tuesday of January each year for the annual meeting, hereinafter referred to as the Annual Meeting. The Board may change the Annual Meeting in any given year if the Board cannot meet on the third Tuesday of January.

- B. The Board shall hold at least six (6) regular meetings per fiscal year at such time and place as shall be determined by the Board at the Annual Meeting; provided, however, the Annual Meeting shall constitute one of the six (6) required meetings. Special meetings of the Board may be called by the Chairperson or any three (3) Members upon written notice to the Chairperson. Public notices of all regular, special or rescheduled regular meetings of the Board shall be given pursuant to the applicable provisions of the Open Meetings Act, 1976 PA 267, as amended.
- C. A majority of Members appointed and serving shall be a quorum.
- D. Each Member shall have one vote.
- E. The passage of any motion or resolution for the execution of any contract, election of officers, adoption of bylaws, rules and regulations, or the levying of any tax shall require a super-majority vote of at least three-fourths (3/4ths) of all Members appointed and serving at the time of the vote. Unless expressly provided for in these Articles or in any other Authority document approved by the Board, other matters shall require only a simple majority vote of the Members present at the meeting, provided there is a quorum of Members.
- F. The Board shall keep minutes of all meetings.
- G. The Board shall have the right to adopt rules governing its procedures that are not in conflict with Michigan law, federal law or these Articles. The Board shall also have the right to establish rules and regulations for the use of its property, personal or real, owned, held or operated by it under the provisions of law.

**ARTICLE XI
BOARD OFFICERS AND DUTIES**

- A. At the first Annual Meeting of the Authority and thereafter at the Annual Meeting every other year, the Board shall elect a Chairperson, Vice-Chairperson, Secretary, and Treasurer, each of whom shall be a Member. Such officers shall serve a term of two (2) years or until a successor is elected and sworn in. No election of an officer of the Board shall be deemed to be invalid because it was not made at the time specified herein.
- B. The Chairperson shall supervise and coordinate all activities of the Board and preside at all meetings of the Board. The Chairperson shall also oversee strategic planning, financial performance, operations, and day-to-day administration of the Authority. The Chairperson shall have other responsibilities as provided in these Articles and as assigned by the Board.
- C. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Vice-Chairperson shall have all other responsibilities and as provided in these Articles and as assigned by the Board.

- D. The Secretary shall be the recording officer of the Board and the custodian of the Authority's records. The Secretary shall have other responsibilities as provided in these Articles and as assigned by the Board.
- E. The Treasurer shall be the custodian of all funds of the Authority and shall be responsible for all financial statements of the Authority. The Treasurer may be required to give a bond conditioned upon the faithful performance of the duties of his or her office. If a bond is required, the Authority shall pay the cost of such bond. The Treasurer shall have other responsibilities as provided in these Articles and as assigned by the Board.
- F. All moneys shall be deposited in one or more financial institutions designated by the Board into the Authority fund. All checks or other forms of withdrawal from the Authority fund shall be signed by two authorized persons. Notwithstanding the foregoing, the Board may approve different signing requirements where it is determined that such are necessary for the efficient administration of the Authority. Authorized persons include the Chairperson, Vice-Chairperson, Secretary, Treasurer and any other persons approved by the Board. Authorized persons may be required to give a bond to the Authority conditioned upon the faithful performance of his or her responsibilities. If a bond is required, the Authority shall pay the cost of such bond.

**ARTICLE XII
BUDGET AND AUDIT**

The Chairperson shall prepare a proposed annual operating and capital budget reflecting the projected revenues and expenditures of the Authority for the next fiscal year as follows:

- A. The proposed budget for an upcoming fiscal year shall be presented at a budget meeting of the Board no later than October 31st of the then current fiscal year. The Board shall review the proposed budget, make any changes it deems appropriate, and each Member shall transmit it to the governing body of the Incorporating Municipality they represent for review. The Board shall give final approval of the budget by a simple majority of the Members appointed and serving at the time of the vote no later than December 31st of the then current fiscal year. The final budget may be adjusted from time to time upon approval of a simple majority of the Members appointed and serving at the time of the vote.
- B. Notwithstanding the foregoing, if the proposed budget for a fiscal year includes any direct funding by the governing bodies of the Incorporating Municipalities to the Authority, the proposed budget shall state the amount the governing body of each Incorporating Municipality is to be responsible for paying. In this case, the Board shall be required to give final approval of such proposed budget by a three-fourths (3/4ths) majority of the Members appointed and serving at the time of the vote. Likewise, any adjustment to such budget after it has been adopted shall require the approval of at least three-fourths (3/4ths) of the Members appointed and serving at the time of the vote.
- C. The accounting and budgeting practices of the Authority shall conform to standard accounting practices, the Uniform Budgeting and Accounting Act, 1968 PA 1, and all other

applicable provisions of law. Unless required by law more often, the Board shall cause an audit to be made of the books, records and financial transactions of the Authority by an independent certified public accountant on at least a bi-annual basis and shall furnish a copy thereof to each Incorporating Municipality upon request. The books and records of the Authority shall be open for inspection by any elected official of an Incorporating Municipality upon request.

ARTICLE XIII
COOPERATIVE AGREEMENTS; EMERGENCY SERVICE AGREEMENTS

The Authority may enter into agreements with any Incorporating Municipality, Non-Incorporating Municipality, or other entities pursuant to Act 57, the Urban Cooperation Act, 1967 PA 7, 1951 PA 33, or other applicable Michigan law for the purpose of, among other things, providing Emergency Services to the Authority, Incorporating Municipalities and Non-Incorporating Municipalities and their residents. Contracts by the Authority to provide Emergency Services under Section 8 of Act 57 (MCL 124.608) shall be executed in the name and on behalf of the Authority by its Chairperson and Secretary by manual or facsimile signature. An Incorporating Municipality may transfer any Municipal Emergency Service to the Authority by transfer agreement.

ARTICLE XIV
FINANCING THE AUTHORITY

- A. Subject to the terms and conditions provided in Section 12 of Act 57, the Authority may levy a tax upon all of the taxable property within its jurisdiction. The tax shall not be levied without the approval of a majority of the registered electors residing within its jurisdiction, qualified to vote and voting on the tax.
1. The placing of a proposal to levy a tax as provided herein on the ballot must be approved by the Members via a resolution pursuant to Michigan law and in compliance with Act 57. The resolution calling for a tax levy proposal to be placed on the ballot shall contain, at a minimum, a statement of the proposition to be submitted to the electors and the election in which the proposal shall be put to the electors.
 2. Each municipal clerk and all other municipal officials of each Incorporating Municipality shall undertake those steps necessary to properly submit the proposition to the electors of the Incorporating Municipality at the election specified in the resolution of the Authority.
 3. The election shall be conducted and canvassed in accordance with the Michigan Election Law, 1954 PA 116, except that if the Authority is located in more than one county, the election shall be canvassed by the State Board of Canvassers. The results of the election shall be certified to the Board promptly after the date of the election.
 4. The Authority may not seek approval for a tax authorized hereunder within the jurisdiction more than once in a calendar year.

5. If the election in which the Authority is seeking approval for a tax authorized hereunder is a special election, the Authority shall pay its share of the costs of the election.
- B. Taxes authorized by the Authority may be levied at a rate not to exceed twenty (20.00) mills for a period as determined by the Board in the resolution approving the ballot proposal. The tax rate authorized shall be levied and collected as are all ad valorem property taxes in the state, and the Secretary of the Authority shall at the appropriate times certify to the proper tax assessing or collecting officers of each tax collecting municipality the amount of taxes to be levied and collected each year by each Incorporating Municipality. The Authority shall determine on which tax roll, if there is more than one, of each Incorporating Municipality that the taxes authorized hereunder shall be collected. Each tax assessing and collection officer and each municipal treasurer shall levy and collect the taxes certified by the Authority and shall pay those taxes to the Authority by the time provided in Section 43 of the General Property Tax Act, 1893 PA 206. A tax authorized hereunder and approved by the electors may be levied by the Authority as a part of the first tax roll of the Incorporating Municipalities occurring after the election described herein.
- C. During any fiscal year in which projected income from all other sources, including but not limited to an Authority-wide tax that has been approved and levied as provided herein, is insufficient to completely fund the final budget of the Authority for that fiscal year, the Incorporating Municipalities agrees to provide financial support to the Authority through direct contributions. Each Incorporating Municipality's share of such direct contributions shall be determined by dividing the total number of full-time residents living within the territory of each Incorporating Municipality by the total number of full-time residents living within the territory of all Incorporating Municipalities. The number of full-time residents living within the territory of each Incorporating Municipality and all Incorporating Municipalities shall be that number reported by the U.S. Census Bureau in the most recent decennial U.S. Census. The Incorporating Municipalities agree to pay all direct contribution amounts set forth in the final budget in no more than quarterly installments.

**ARTICLE XV
EMPLOYEES AND INDEPENDENT CONTRACTORS**

- A. Subject to the terms and conditions provided in Section 10 of Act 57, the Board shall have the power to hire employees, including but not limited to officers of the corporation, as it determines necessary for the efficient administration of the Authority.
- B. The Board, from time to time, may retain the services of attorneys, accountants, and other consultants as the Board considers necessary to carry out the purpose of the Authority.

**ARTICLE XVI
INVESTMENT**

The Treasurer of the Authority may invest general funds of the Authority as approved by the Board in an investment policy. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan.

**ARTICLE XVII
PUBLICATION**

These Articles shall be published once in the newspaper of record for the Authority, the St. Ignace News, St. Ignace, Michigan, which newspaper has general circulation within the jurisdiction. One printed copy of these Articles, certified as a true copy, as hereinafter provided, with the date(s) and place(s) of publication shown by the publisher's Affidavit of Publication attached hereto, shall be filed with the Secretary of State. The Chairperson of the St. Ignace-Area Emergency Medical Services Council is hereby designated as the person to cause these Articles to be published, certified and filed as aforesaid.

**ARTICLE XVIII
WITHDRAWAL OF INCORPORATING MUNICIPALITY**

- A. An Incorporating Municipality may withdraw from the Authority by a resolution approved by the governing body of the Incorporating Municipality. A certified copy of such resolution shall be provided to the Chairperson of the Board at least nine (9) months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. An Incorporating Municipality that withdraws shall be financially obligated to continue all direct contributions as required by any approved budget and other contract until the effective date of the withdrawal.
- B. An Incorporating Municipality that withdraws shall continue to be subject to and obligated to collect and disburse to the Authority any tax levied in its territory under Section 12 of Act 57 for the duration of the period of that tax as determined pursuant to Section 12(3) of Act 57.
- C. An Incorporating Municipality that withdraws from the Authority shall remain liable for a portion of the debts and liabilities of the Authority incurred while such Incorporating Municipality was part of the Authority to the extent such debts and liabilities exceed the revenue received by the Authority from an Authority-wide tax being levied. The portion of the such debts and liabilities for which an Incorporating Municipality that withdraws from the Authority shall remain liable shall be determined by dividing the number of full-time residents living within the territory of the withdrawing Incorporating Municipality (as determined by the most recent reported decennial U.S. Census) by the total number of full-time residents living within the territory of all Incorporating Municipalities just prior to the effective date of the withdrawal. Any amount owed to the Authority by an Incorporating Municipality withdrawing from the Authority hereunder shall be paid to the Authority in three (3) equal annual installments.
- D. Any property owned by the Authority, which is in the possession of an Incorporating Municipality that withdraws from the Authority or in the possession of personnel who will no longer remain with the Authority following the Incorporating Municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. Such Incorporating Municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

- E. Employees of the Authority who perform Emergency Services in the territory of an Incorporating Municipality that withdraws from the Authority shall be protected in relation to such Incorporating Municipality to the same extent as employees of the Incorporating Municipality are protected in relation to the Authority under Section 10 of Act 57.

**ARTICLE XIX
DISSOLUTION**

The Incorporating Municipalities shall obligate a minimum of three (3) years participation in the Authority. If three-fourths (3/4ths) or more of the then current Incorporating Municipalities of the Authority wish to dissolve the Authority or if the Authority is otherwise dissolved as permitted by law, all assets of the Authority remaining after all of its debts and liabilities have been paid shall be disbursed at to the then current Incorporating Municipalities of the Authority based on each Incorporating Municipality’s number of full-time residents living within the territory of each Incorporating Municipality (as determined by the most recent reported decennial U.S. Census) divided by the total number of full-time residents living within the territories of all Incorporating Municipalities computed at the time of dissolution. Notwithstanding the foregoing, if an Authority-wide tax has been levied, all assets of the Authority remaining after all debts and liabilities of the Authority have been paid, shall be disbursed based on the taxable value of all property in each Incorporating Municipality divided by the taxable value of all property in all the Incorporating Municipalities. The taxable value of all property in the Incorporating Municipalities shall be as reported by the Boards of Equalization for each county in which an Incorporating Municipality resides.

**ARTICLE XX
EFFECTIVE DATE**

The Effective Date of the Authority shall be January 1, 2022.

**ARTICLE XXI
AMENDMENTS**

These Articles may be amended at any time to permit any county, city, village or township to become a part of the Authority. Any such amendment to the Articles must adopted by the governing body of such county, city, village or township proposing to join the Authority and by the governing body of each Incorporating Municipality of which the Authority is then composed. If there is an Authority-wide tax, the Board shall condition acceptance of any county, city, village or township on the authorization of that Authority-wide millage by the majority of the electors of the municipality desiring to join the Authority. The Board may impose, upon a three-fourths vote of all Members appointed and serving, additional requirements as it deems appropriate that must be met or agreed to by any county, city, village or township wishing to join the Authority. Other amendments may be made to these Articles at any time if adopted by the governing body of each Incorporating Municipality of which the Authority is then composed. Any such amendment shall be endorsed, published, and certified, and printed copies thereof filed in the same manner as the original Articles, except that the printed and filed copies shall be certified by the Secretary of the Authority.

**ARTICLE XXII
MISCELLANEOUS**

- A. All records, property, equipment and vehicles currently owned by or in the possession of the St. Ignace-Area Emergency Medical Services Council shall become the property of the Authority and shall be used for the purpose of providing the Emergency Services in the jurisdiction of the Authority, except in the mutual aid of another department pursuant to a mutual aid agreement.
- B. The Authority shall procure and maintain adequate collision, public liability and property damage insurance for its real and personal property and vehicles as well as insure them against fire and other casualty. In addition, the Board shall insure itself, the Authority, and all Incorporating Municipalities against all claims of any kind that may arise out of the operation of the Authority.
- C. Any disagreements between Incorporating Municipalities or between the Authority and any Incorporating Municipality or withdrawing municipality arising hereunder that cannot be resolved between the disagreeing parties shall be settled by binding arbitration pursuant to the rules established by the American Arbitration Association.
- D. These Articles may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. The captions of these Articles are for convenience only and shall not be considered as part of these Articles or in any way limiting or amplifying the terms and provisions hereof.
- F. These Articles have been adopted by the City of St. Ignace, the Township of Moran, The Township of Brevort, The Township of St. Ignace, the Township of Hendricks and the Township of Trout Lake, as set forth in the following endorsements, and in witness whereof the Mayor of Clerk of the City of St. Ignace and the Supervisor and the Clerk of the Townships of Moran, Brevort, St. Ignace, Hendricks and Trout Lake, have endorsed thereon the statement of such adoption.

The foregoing Articles of Incorporation were adopted by:

CITY OF ST. IGNACE, Mackinac County, Michigan, at a meeting duly held on the _____ day of _____, 2021.

By: _____ (City Mayor)

By: _____ (City Clerk)

TOWNSHIP OF MORAN, Mackinac County, Michigan, at a meeting duly held on the _____ day of _____, 2021.

By: _____ (Township Supervisor)

By: _____ (Township Clerk)

TOWNSHIP OF BREVORT, Mackinac County, Michigan, at a meeting duly held on the _____ day of _____, 2021.

By: _____ (Township Supervisor)

By: _____ (Township Clerk)

TOWNSHIP OF ST. IGNACE, Mackinac County, Michigan, at a meeting duly held on the _____ day of _____, 2021.

By: _____ (Township Supervisor)

By: _____ (Township Clerk)

TOWNSHIP OF HENDRICKS, Mackinac County, Michigan, at a meeting duly held on the _____ day of _____, 2021.

By: _____ (Township Supervisor)

By: _____ (Township Clerk)

TOWNSHIP OF TROUT LAKE, Chippewa County, Michigan, at a meeting duly held on the _____ day of _____, 2021.

By: _____ (Township Supervisor)

By: _____ (Township Clerk)