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Topic: City Council Meeting

Time: Dec 6, 2021 07:00 PM Eastern Time (US and Canada)

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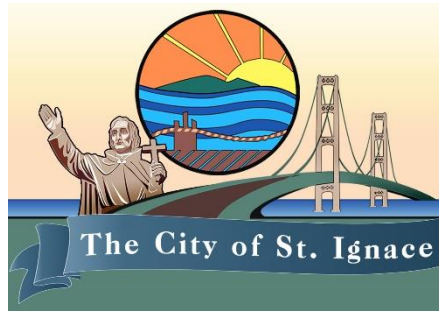
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**CITY COUNCIL MEETING**

St. Ignace, Michigan

Monday, December 06, 2021 – 7:00 p.m.

City Council Chambers/Virtual Hybrid Attendance Meeting

Zoom Meeting ID: 863 1200 3028

**\*\*\*\*AGENDA\*\*\*\***

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) Additions to Agenda
- 6) Public Comment (3-minute limit)
- 7) Consideration of Minutes of November 22, 2021 and November 30, 2021
- 8) Old Business
  - A. Fire Chief Contract
- 9) New Business
  - A. Proclamation—Dennis Brown
  - B. Board of Review Appointments
  - C. Articles of Incorporation—Straits Area EMS Authority
  - D. Sale of Police Vehicles to Water Dept. via Budget Transfer
  - E. Introduce Ordinance 653 Appropriations Bill & Schedule Public Hearing
- 10) Consideration of Bills
- 11) Public Comment (3-minute limit)
- 12) City Manager's Report
- 13) Committee Reports
  - A. Negotiating Committee Minutes
- 14) Council Member Comments

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

A Regular Meeting of the St. Ignace City Council was held on Monday, November 22, 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 LaLonde, followed by the Pledge of Allegiance. Councilmember Clapperton gave the invocation.

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

**ABSENT:** None.

**STAFF PRESENT:** Darcy Long, City Manager; Charles Palmer, City Attorney; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Tony Brown, Police Chief; Bill Fraser, DPW Director; Police Officer Joe Rogers.

**ADDITIONS TO THE AGENDA** – None.

**LIMITED PUBLIC COMMENT**

Public comment was received regarding the process to appoint a Councilmember to the vacant seat.

**CONSIDERATION OF MINUTES OF THE NOVEMBER 1, 2021 REGULAR COUNCIL MEETING:**

It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to approve the minutes from November 1, 2021, as presented.

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**CONSIDERATION OF MINUTES OF THE NOVEMBER 8, 2021 COUNCIL BUDGET WORK SESSION:**

It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to approve the minutes from November 8, 2021, Council Budget Work Session as presented.

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**CONSIDERATION OF MINUTES OF THE NOVEMBER 8, 2021 SPECIAL COUNCIL MEETING:**

It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to approve the minutes from November 8, 2021, as presented.

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**OLD BUSINESS****A. RECOMMENDED ZONING CHANGES**

Planning Commission Chairperson Betsy Dayrell-Hart informed Council that a Public Hearing was held Thursday, November 4<sup>th</sup> from 6:00 to 7:00 p.m. in an open meeting, with Zoom conference available, for the proposed Zoning Ordinance amendments the City received from the Department of Justice. Ms. Hart indicated there were no communications or correspondence received regarding the proposed amendments during this time. A Special Meeting of the Planning Commission followed at 7:00 p.m. where the unanimous vote was to recommend that the City Council adopt the proposed Zoning Ordinance amendments as presented to Sections 38-5, 38-53, 38-54, 38-55, 38-56, 38-59, 38-60, 38-61, 38-69, 38-61, 38-231, 38-232, 38-234, 38-251, 38-254, 38-271, 38-272, 38-274, 38-391, 38-393 and 38-394. It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Clapperton, to approve the proposed Zoning Ordinance amendments received from the Department of Justice.

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**NEW BUSINESS****A. COUNCILMEMBER APPOINTMENT**

Mayor LaLonde informed Council that there were three letters of interest received from qualified residents for the vacant Council seat: Tammy Shepard, Fred Paquin and Tom Cronan. City Attorney Palmer issued his opinion regarding the City Charter and the process to appoint a Councilmember in a prepared statement. In citing the City Charter Sections 3.8 and 5.7a, it was Mr. Palmer's opinion that a Councilmember should be appointed to the vacant seat by Council within 30 days of November 8<sup>th</sup>, when Mayor LaLonde had been sworn in.

At this time, it was moved by Councilmember Fullerton to appoint Fred Paquin to the City Council. There being no second to this motion, it was not considered.

It was then moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to nominate Tom Cronan to fill the vacancy on the City Council. After some discussion regarding the votes received in the November 2<sup>nd</sup> election and the consideration of the City Charter, Mayor LaLonde called for a roll-call vote.

**Roll Call Vote**

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

No: Councilmembers Pelter and Fullerton.

Motion carried four to two.

Mayor LaLonde directed Mr. Cronan to visit the City Clerk's office to be sworn in and take the Oath of Office .

## **B. DDA DIRECTOR EMPLOYMENT CONTRACT**

City Manager Long requested that City Attorney Palmer issue an opinion regarding the employment benefits in the resignation and re-hiring of Scott Marshall as the DDA Director. Mr. Palmer concluded that the proposal to re-hire Mr. Marshall under his previous benefit package was appropriate with the approval of the City Council. Jim North, DDA Chairperson, verified that the DDA Board carefully considered and voted unanimously to recommend the contract presented to City Council for approval.

After a lengthy discussion regarding whether Mr. Marshall should be considered under the new-hire employee tier or be re-hired under his previous benefit package, it was moved by Councilmember Fullerton to accept the DDA Board's recommendation and re-hire Scott Marshall under the proposed Employment Contract. There being no second to the motion, it was not considered.

It was then moved by Mayor LaLonde, seconded by Councilmember Clapperton, to not accept the DDA Director Employment Contract as recommended by the DDA Board.

### **Roll Call Vote**

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

No: Councilmember Fullerton.

Motion carried five to one.

## **C. COMMITTEE APPOINTMENTS**

Mayor LaLonde presented Council with a list of various committee appointments for their consideration and added that Sherry Cece (staff) will be appointed to the Policy Committee. It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to approve the appointments presented.

### **Roll Call Vote**

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

No: None.

Motion carried unanimously.

## **D. AGREEMENT & RESOLUTION – HOMETOWN HOLIDAY PARADE & TREE LIGHTING/JULY 4<sup>TH</sup> PARADE**

City Manager Long informed Council that a two-year Agreement is proposed to contract the St. Ignace Chamber of Commerce to manage the activities surrounding the Holiday Tree Lighting and the July 4<sup>th</sup> events from November 22, 2021 to November 22, 2023 for a fee of \$2,000 per event.

It was moved by Councilmember Pelter, seconded by Councilmember Clapperton, to approve the two-year agreement with the St. Ignace Chamber of Commerce to manage the Holiday Tree Lighting and July 4<sup>th</sup> parades and events.

### **Roll Call Vote**

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

No: None.

Motion carried unanimously.

## **RESOLUTION**

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

**WHEREAS**, St. Ignace Chamber of Commerce requests permission to facilitate the Hometown Holiday Parade and Tree Lighting; and

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

**WHEREAS**, the St. Ignace City Council has determined that St. Ignace Chamber of Commerce does 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 6:00-7:30 p.m. for the Hometown Holiday Parade and Tree Lighting.

### **Roll Call Vote**

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

No: None.

Absent: None.

Resolution declared Adopted.

## **E. WATER PLANT - REPLACE HEATERS & EYE-WASH STATION**

DPW Director Fraser requested Council's approval to replace two original heaters and the eye-wash station in the chlorine room of the Water Plant. Mr. Fraser collected two quotes, one from Mark & Son's for \$1,729 and the other from Mackinac Plumbing for \$ 1,200, and recommends accepting the Mackinac Plumbing bid for the project.

It was moved by Councilmember Pelter, seconded by Councilmember Fullerton, to approve the Mackinac Plumbing bid and replace the heaters and eye-wash station in the Water Plant.

### **Roll Call Vote**

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

No: None.

Motion carried unanimously.

## **F. POLICE DEPARTMENT – INTERCEPTOR REPAIR QUOTES**

Police Chief Brown informed Council of an accident resulting in damage to one of the patrol vehicle's fender, headlight and bumper. Chief Brown collected three bids for the repair from George's Body Shop for \$ 3,561, Fernelius Collision for \$3,695 and Tri-Rivers Collision Petoskey for \$ 4100. Chief Brown added the vehicle is still operable and is expected to be out of rotation for three days during repair. Chief Brown recommended George's Body Shop. It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Fullerton, to approve Chief Brown's recommendation of George's Body Shop for the repair at a quote of \$3561.

### **Roll Call Vote**

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

No: None.

Motion carried unanimously.

## **G. 2022 COUNCIL MEETING DATES RESOLUTION**

### **RESOLUTIONS**

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

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

No: None.

Absent: None.

Resolution Declared Adopted.

**H. SCHEDULE BUDGET WORKSHOP SESSION II**

Mayor LaLonde announced Council's Budget Work Session 2 for Tuesday, November 30<sup>th</sup> at 6:30 p.m. in the City Hall Council Chambers.

It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem St. Louis, to approve the Budget Work Session II for Tuesday, November 30<sup>th</sup> at 6:30 p.m.

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**I. FINANCIALS**

City Manager Long presented Council with the October 2021 financials and reported that the 2021 budget amendments will be provided during the December 20<sup>th</sup> Regular Council meeting. It was also noted that the City's Appropriation Bill for 2022 will be introduced at the December 6<sup>th</sup> Regular Council meeting.

**CONSIDERATION OF BILLS**

It was moved by Mayor Pro-Tem St. Louis, seconded by Councilmember Clapperton, to approve paying the bills as presented.

ACE HARDWARE	841.02
AIRGAS USA LLC	162.35
ANDERSON TACKMAN & COMPANY	1,201.95
ARNOLD'S REFRIGERATION	5,406.22
ASCAP	747.22
BAM TOOLS	291.92
BELONGA'S PLUMBING AND HEATING	63.30
BLARNEY CASTLE OIL CO	170.52
CAROL BELL	70.00
CHARLES J. PALMER, P.C.	1,700.00



ETNA SUPPLY COMPANY	1,433.00
GREAT LAKES COCA-COLA DISTRIBUTION	252.89
HACH COMPANY	384.31
HARRELL'S INC	889.50
HD SUPPLY FACILITIES MAINTENANCE LT	1,179.87
JOHNSON CONTROLS INC.	2,314.23
JUDITH WYSE	48.00
KELLY J CHAMPION	567.00
KIMBALL-MIDWEST	343.85
KSS ENTERPRISES	842.81
LYNN AUTO PARTS	1,577.96
MACKINAC COUNTY CLERK	404.23
MACKINAC PLUMBING AND HEATING CO	287.40
MACKINAC SALES	23.88
MARK WILK	665.00
MI MUNICIPAL TREASURERS ASSOC	90.00
MICHAEL RICHARD LAMB	545.00
MICHAEL WILLIFORD	75.00
MICHIGAN DEPT OF TRANSPORTATION	12,600.00
MID AMERICA RINK SERVICES	1,802.68
NATIONAL OFFICE PRODUCTS	1,257.47
NCL OF WISCONSIN INC	580.77
OSCAR W LARSON	2,441.99
PARAGON LABORATORIES, INC	3,301.60
POWER PLAN	119.08
RUDYARD ELECTRICAL SERVICE INC	555.50
SAULT PRINTING COMPANY	101.80
SPARTAN STORES	161.20
ST IGNACE TRUE VALUE	689.95
STRAITS AREA GLASS	25.00
STRAITS BUILDING CENTER	230.15
SYNCB/AMAZON	2,578.45
TED FESTERLING LLC	1,792.96
VIRGINIA RUBBER CORPORATION	173.90
WESLEY H MAURER JR	361.60
WIX.COM	338.95

Grand Total: \$51,691.48

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**PUBLIC COMMENT**

Public comment was received regarding the following: employee contracts, the DDA recommendation for Director, the appointment process to the City Council, the City's bid policy/ buying local, FOIA and a request to reconsider a previous land split.

**CITY MANAGER'S REPORT**

No report was provided.

## **COMMITTEE REPORTS**

### St. Ignace Area Emergency Medical Services (SIAEMS) Council –

Mark Wilk, Area Manager, verified the new appointment for the City of St. Ignace to the SIAEMS Council is City Manager Darcy Long, with Mayor LaLonde as the alternate.

Mr. Wilk then updated City Council with recent activity of the SIAEMS Council, stating the new ambulance will be delivered sometime mid-December, and property for the new building is being discussed, but has not been decided upon. City Council was also provided an information packet to review regarding the option for the SIAEMS Council to become an official Authority, as well as the most recent financials.

## **COUNCILMEMBER COMMENTS**

Councilmembers reiterated their concerns with the contract presented for Scott Marshall and would like to see the DDA re-negotiate a contract to retain his employment with the City.

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

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**William LaLonde, Mayor**

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**Andrea Insley, City Clerk/Treasurer**

**City Council Proceedings  
2022 Budget Workshop Session II  
Unofficial**

A Budget Work Session of the St. Ignace City Council held on Tuesday, November 30, 2021, in the City Hall Council Chambers.

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

**Present:** Councilmembers Clapperton (6:35 p.m.), Cronan, Fullerton, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis and Councilmember Williford.

**Absent:** None.

**Staff Present:** Darcy Long, City Manager (via Zoom); Anthony Brown, Police Chief; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager.

**A. GENERAL BUDGET PRESENTATION -CITY MANAGER**

City Manager reviewed the following with Council with regards to the 2022 Budget: revenue calculated for 2022 using the tax rate assessment, identified current capital improvement project plans, reviewed the purchase of the new ambulance, discussed the City's debt schedule, reviewed the status of Other-Post-Employment Benefits (OPEB) and pension for the City, and proposed updated fees for the Police Department and Cemetery.

**B. OTHER DEPARTMENTS**

City Manager informed Council of the DPW equipment needs for the upcoming winter season, proposing the purchase of a used truck.

**ADJOURN**

There being no further business the meeting adjourned at 9:00 p.m.

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**William LaLonde, Mayor**

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**Andrea Insley, City Clerk/Treasurer**

CITY OF ST. IGNACE  
FIRE CHIEF EMPLOYMENT AGREEMENT

The agreement made and entered into this 06<sup>th</sup> day of December, 2021 by and between the City of St. Ignace, a Municipal Corporation of the State of Michigan, hereinafter referred to as “City”, and Nicholas Montie, hereinafter referred to as “Fire Chief.”

Whereas, the Fire Chief understands that he will be employed at an “at-will” status for a three (3) year term as Fire Chief who will serve at the pleasure of the St. Ignace City and shall be subject to removal by the City Manager with or without cause, and

Whereas, the Fire Chief and City desire to have an employment agreement hereinafter referred to as “Agreement” which specifies, inter alia, his compensation for a period of three (3) years, but the Fire Chief fully understands and acknowledges that the terms and conditions hereinafter set forth are for a partial period, and there is no promise by the City of a definite term of employment. The terms of employment as hereinafter set forth are with the expectation that the Fire Chief will still be employed by the City. Both parties fully understand that said contract is for a three (3) year term and nothing in said Agreement shall be nor is intended to be construed to make said employment other than an “at-will” status with the Fire Chief serving at the pleasure of the City.

Now, Therefore, in consideration of the mutual covenants and promises of the parties, It Is Agreed as Follows:

1. Term: The City hereby employs the Fire Chief for a period beginning January 1, 2022, and ending December 31, 2024, for a term of three (3) years to serve at the pleasure of the City.
2. Duties: The Fire Chief shall conduct, manage, and discharge the duties of the position of Fire Chief and shall to the best of his ability discharge all the duties imposed upon him by the City Manager, as defined by the City Charter and statutes of the State of Michigan, and all duties described in the City of St. Ignace Fire Chief job description. The Fire Chief shall be operationally responsible to the City Manager, or his or her designee.
3. Compensation: In the event that the Fire Chief is employed by the City, his salary will be payable in equal increments according to the City’s regular payroll cycle. Compensation for each fiscal year of the contract shall be as follows:

January 1, 2022 to December 31, 2022	\$18,800
January 1, 2023 to December 31, 2023	\$19,750

January 1, 2024 to December 31, 2024

\$20,100

4. Benefits: The Fire Chief understands that this position does not provide any City benefits such as health, dental, vacation, sick, holiday, or retirement.
5. Employee Policies: Fire Chief will be subject to the City of St. Ignace Employee Policy Manual.
6. The Fire Chief shall be entitled to "injured on duty" benefits as provided by applicable State of Michigan and/or Federal labor laws. In recognition of the on the job hazards exposed to the Fire Chief by members of the public who may have certain medical conditions, the contraction of Hepatitis or AIDS shall be presumed to have been a line of duty injury within the meanings of State of the Michigan General Laws, unless it can be absolutely shown that non-service-connected risk factors or non-service incidents caused the disease(s).
7. Professional Development: Upon the approval of the City Manager, the City shall pay for Fire Chief travel, subsistence, training, and dues that are necessary for the professional development of the Fire Chief. A professional development plan will be established and will allow the Fire Chief to work with the City Manager and City Council on providing input for training opportunities.
8. Death or Incapacitation During Term of Employment: If the Fire Chief dies, City shall pay to his estate all the compensation which would otherwise be payable to the Fire Chief up to the date of his death. If the employee becomes medically incapacitated, the City shall pay to the Fire Chief all compensation owed to the employee. Agreement shall terminate as of said date of death or incapacitation. As used herein, compensation means all wages owed to the Fire Chief up to the date of death.
9. Work Schedule:
  - a. The Fire Chief agrees to devote that amount of time and energy which is reasonably necessary for the Fire Chief to faithfully perform the duties of Fire Chief as stated under this agreement.
  - b. To that end, it is recognized that the Fire Chief may devote a great deal of time outside the normal office hours to Fire Department business. Therefore, the Fire Chief shall be allowed to make adjustments in his schedule for time off so as not to adversely impact Department operations.

10. **Work Rules:** The City reserves the right to publish and enforce reasonable work rules, policies, and regulations as long as the terms thereof are not in violation of any term of this Agreement, further provided that said work rules will be in writing. Said work rules shall go into effect upon personal service of said rule. Within this Agreement it is also understood that all other work rules outside of those expressly provided within this Agreement shall be referred to all City Departments, including but not limited to an annual performance review by the City Council as provided in the City of St. Ignace Employee Handbook.
11. **Voluntary Separation:** Fire Chief shall notify the City in writing thirty (30) days prior to voluntarily terminating employment with the City if said voluntary termination is before December 31, 2024. Upon termination of employment, employee shall have the responsibility of turning in all equipment and property belonging to the City.
12. **Indemnification:** City shall defend, save harmless, and indemnify the Fire Chief against any tort, professional liability claims or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Fire Chief job duties for the City of St. Ignace, with such duties to include all obligations and commitments as set forth in this Agreement. The City will pay the amount of any settlement or judgment rendered thereon; provided, however that nothing herein shall obligate the City to pay the costs of defending any criminal action brought by any state or federal authority or defend the Fire Chief.
13. **Duration of Agreement:** As hereinbefore set forth this Agreement is for an indefinite term as the Fire Chief is employed at an “at-will” status; however, as set forth in the Agreement, the parameters of this Agreement encompass a period beginning on the 1st day of January, 2022 and ending the 31st of December 2024.
14. **Prior Agreements:** All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Fire Chief by the City, including, but not limited to, prior employment agreements, either oral or in writing, between the parties are hereby terminated and shall hereafter be of no force or effect whatsoever.
15. **Governing Law:** The Agreement and the construction and interpretation hereof shall at all times and in all respects be governed by laws of the State of Michigan.

16. Entire Agreement: The parties agree that this Agreement contains the entire agreement and understanding by and between the City of St. Ignace and the Fire Chief with respect to employment of Fire Chief and representations, promises, contracts, or understandings, written or oral, not contained herein, shall have no force of effect. No change or modifications of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.
  
17. Savings: The parties agree that should any part of this Agreement be rendered or declared invalid or illegal by legislation, decree of court of competent jurisdiction, National Labor Relations Board, or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

In Witness Whereof, the parties have hereunto executed this Agreement the 06th day of December, 2021.

City of St. Ignace

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Nicholas Montie, Fire Chief

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William LaLonde, Mayor

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Darcy D. Long, City Manager

# ***PROCLAMATION***

***WHEREAS***, Dennis Brown, has been an employee of the City of St. Ignace from 1992 to 2021; and

***WHEREAS***, in his 29 years of employment, Dennis began with the City of St. Ignace as a Heavy Equipment Operator for the Department of Public Works, then in April of 2017, Dennis was promoted to the Water and Wastewater Department as Foreman; and

***WHEREAS***, Dennis has continued his education throughout the years and in 2016, successfully completed the 21<sup>st</sup> Century Corrosion Control program presented by the Michigan Rural Water Association; and

***WHEREAS***, Dennis has assisted in training new employees in the Water and Wastewater Department line operations and procedures while keeping things running smoothly and safely concerning all public health regulations; and

***THEREFORE, BE IT PROCLAIMED***, that the City of St. Ignace and its employees recognize Dennis Brown for his selfless dedication for working long hours and many holidays.

***NOW THEREFORE BE IT PROCLAIMED***, that the City of St. Ignace honor Dennis Brown, on this 6th Day of December, 2021, for his dedicated service to the City of St. Ignace and wish him well upon his retirement.

## **CITY OF ST. IGNACE**

By: \_\_\_\_\_  
William LaLonde, Mayor

Date: December 6, 2021





## City of St. Ignace, MI

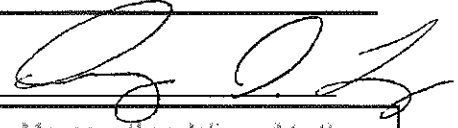
396 N State Street  
St. Ignace, MI. 49781  
cityofstignace.com

### Staff Report

**Agenda Date:** December 6th, 2021

**Presenter:**

**Department:** Board of Review

**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:** Board of Review Appointments

#### **BACKGROUND:**

Two members of the Board of Review are resigning. We have found two replacements interested in serving on the Board, and who are willing to be at the next Board meeting on Dec. 14th:

1. Aimee Williford
2. Heather Tamlyn

Per section 9.6 of the Charter, the Council is responsible for appointing members.

#### **FISCAL EFFECT:**

N/A

#### **SUPPORTING DOCUMENTATION:**

N/A

#### **RECOMMENDATION:**

Recommended that the Council approve these appointments.



## City of St. Ignace, MI

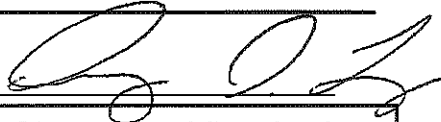
396 N State Street  
St. Ignace, MI. 49781  
cityofstignace.com

### Staff Report

**Agenda Date:** December 6, 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:** Articles of Incorporation--Straits Area EMS Authority

**BACKGROUND:**

As introduced at the last Council meeting, the EMS board is interested in incorporating as an Authority.

**FISCAL EFFECT:**

This would give them the option to levy a millage.

**SUPPORTING DOCUMENTATION:**

See attached Articles of Incorporation.

**RECOMMENDATION:**

Recommended that the Council approve this incorporation.

## **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.

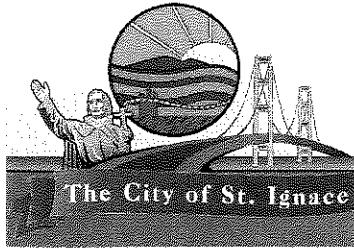
By: \_\_\_\_\_ (Township Supervisor)

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)



## City of St. Ignace, MI

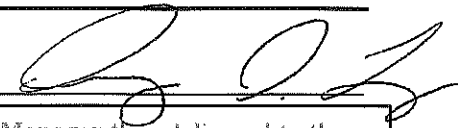
396 N State Street  
St. Ignace, MI. 49781  
cityofstignace.com

### Staff Report

**Agenda Date:** 12-6-2021

**Presenter:** City Manager

**Department:** Water Dept

**Darcy D. Long, City Manager:** 

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

**AGENDA ITEM TITLE:** Sale of Police Vehicles to the Water Fund via Transfer Through A Budget Amendment.

#### **BACKGROUND:**

In the 2021 budget process, I presented that the City would pay for the Police Vehicle Lease by auctioning off all the old vehicles. While developing the budget for this line item, the Water Department was in need of a vehicle, and I was asked if they could purchase the Explorer from the Police Department. This purchase is being done via a fund transfer from the Water Fund to the General Fund. Since the vehicle that the Water Dept. was previously using died, the department utilized the old Police Crown Victoria, and I was asked if they could keep that one as well. Using recent sales of vehicles and negotiating price with the DPW Director, we came to the following sale prices:

- Ford Explorer \$13,000
- Crown Victoria \$1,500
- Total: \$14,500

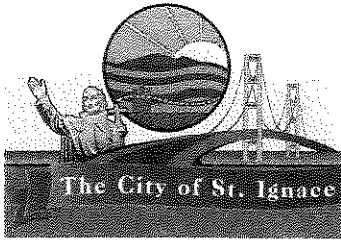
#### **FISCAL EFFECT:**

Water Fund will pay the General Fund for the sale of vehicles through an approved amendment and transfer of \$14,500. This completes the sale of the two vehicles to the Water Fund, saving the department the cost of purchasing two new vehicles. This also saves staff time in the process of auctioning off the vehicles on govdeals.com.

#### **SUPPORTING DOCUMENTATION:**

#### **RECOMMENDATION:**

Approve the process as outlined in the 2021 budget for the sale of the police vehicles to the Water Department.



## City of St. Ignace, MI

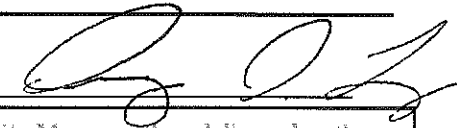
396 N State Street  
St. Ignace, MI. 49781  
cityofstignace.com

### Staff Report

**Agenda Date:** December 6th, 2021

**Presenter:**

**Department:** Administration

**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:** Introduce Ordinance 653 Appropriations Bill & Schedule Public Hearing

#### **BACKGROUND:**

Annually, we introduce the Appropriations Bill and schedule a public hearing before formally adopting it. The public hearing is typically held at the beginning of the last meeting in December--this year it would be the 20th.

#### **FISCAL EFFECT:**

The bill outlines appropriations for the next fiscal year, but will not be approved until later in the month.

#### **SUPPORTING DOCUMENTATION:**

See attached Ordinance 653 draft.

#### **RECOMMENDATION:**

Recommended that the Council agree to hold the public hearing at the start of the regular meeting on December 20th at 7:00 p.m.



**2022 ANNUAL APPROPRIATION BILL**

**ORDINANCE #653**

**THE CITY OF ST. IGNACE ORDAINS:**

SECTION I: The Budget of the City of St. Ignace for the fiscal year beginning Jan. 1, 2022, and ending Dec. 31, 2022, as reviewed and amended by the City Council, is hereby adopted; and the following amounts are hereby appropriated for the purposes stated herein;

**GENERAL FUND (G/F or 101 Fund)**

**GENERAL GOV'T**

City Council	\$	25,200.00
City Manager's Office	\$	164,295.00
Professional Services (Audit)	\$	32,500.00
City Clerk's Office	\$	290,875.00
Central Supplies	\$	4,000.00
Board of Review	\$	2,220.00
Assessor's Office	\$	36,300.00
Clerk Elections	\$	6,825.00
City Hall and Grounds	\$	30,650.00
City Attorney's Office	\$	22,000.00

**Total General Gov't:** \$ **614,865.00**

**PUBLIC SAFETY:**

Police Department	\$	592,410.00
Safety/Health/Education	\$	16,950.00
Fire Department	\$	115,975.00

**Total Public Safety:** \$ **725,335.00**

**PUBLIC WORKS DIVISION:**

Public Works Dept.	\$	117,660.00
Street Lighting	\$	39,000.00
Refuse Collection/Recycling	\$	900.00

**Total Public Works:** \$ **157,560.00**

**OTHER DIVISION:**

Planning Commission	\$	3,000.00
Zoning Board of Review	\$	600.00
Community Development	\$	74,614.00
Park Maintenance	\$	66,737.00
Boat Launch	\$	4,195.00
Fringe Benefits	\$	96,000.00
Insurance and Bonds	\$	26,300.00
Transfer to Other Funds	\$	102,714.00

**Total Other Divison:** \$ **374,160.00**

**TOTAL G/F APPROPRIATIONS:** \$ **1,871,920.00**

**NON G/F FUND APPROPRIATIONS**

	Fund #		
	<b>Special Revenue Funds (200 Series)</b>		
Major Streets & Trunkline Fund	202	\$	366,735.00
Local Street Fund	203	\$	236,787.00
Fire Authority	206	\$	-
Cemetery Fund	209	\$	12,318.00
DDA General Appropriations	248	\$	212,820.00
Zoning/Building Inspector	249	\$	7,050.00
Library Fund Appropriations	271	\$	172,280.00
Dock #3 Improvements	273	\$	11,180.00
	<b>Debt Service Funds (300 Series)</b>		
City Hall/DPW Improvements	370	\$	57,207.00
	<b>Proprietary Funds (500 Series)</b>		
Community Center Operations	509	\$	315,152.00
DDA Museum Appropriations	570	\$	146,371.00
Museum Store	571	\$	136,950.00
Golf Course	584	\$	136,350.00
Wastewater Fund	590	\$	1,256,331.00
Water Fund	591	\$	1,289,483.00
Marina	594	\$	389,665.00
Garbage Collection	596	\$	123,606.00
	<b>Internal Funds (600 Series)</b>		
Equipment Fund	641	\$	375,087.00
Office Equipment Pool	664	\$	27,900.00
	<b>Pension &amp; Other Employee Benefits</b>		
Vacation & Sick Leave	729	\$	62,500.00
<b>TOTAL OTHER FUNDS:</b>		<b>\$</b>	<b>5,335,772.00</b>
<b>TOTAL ALL FUNDS APPROPRIATIONS:</b>		<b>\$</b>	<b>7,207,692.00</b>

SECTION II: The amount necessary to be raised ad valorem taxation on all taxable property by the City of St. Ignace is to be \$1,733,861.33 or 19.208 mills based on \$90,267,666 Taxable Value (based on a 1.033 CPI factor) which is hereby authorized to be levied in accordance with provisions of the City Charter and Act 5 of 1982. Of this amount, approximately \$1,512,913 of the levy shall be credited to the General Fund and through capture, \$197,126 credited to the DDA Fund, subject to the final captured Taxable Value of the DDA. The amount of \$88,426 credited for Community Center Operations (not to include DDA portion of one mill) and same amount (\$88,426) credited to the Library. The Major and Local Streets will receive \$132,640 credited equally.

SECTION III: The Ordinance shall take effect on January 1, 2022.

Andrea Insley, City Clerk/Treasurer

INTRODUCED: 12/06/2021

ADOPTED:

PUBLISHED:

EFFECTIVE: 1/1/2022

## Invoices for Approval

### Monday, December 6, 2021

Allstar Graphics	LBE Hockey Trophies	\$618.00
ASC Security Systems	Aurora Software Updates and Maintenance	\$513.00
AVD NetExpress	Service Call 9/29/2021	\$67.50
BC Pizza	LBE Catering/Fab Friday	\$69.00
Belonga Plumbing & Heating	Marina Pump Out Machine Parts	\$311.16
Countryside Electric, Inc.	Beacom Light Repair/2 Pedastal Breakers	\$675.00
Grainger	DPW/Water Dept Jackets	\$1,241.46
Great Lakes Coca Cola	LBE Concession	\$252.87
Hach	Water Plant Supplies	\$1,500.00
Interstate Batteries	DPW Battery	\$137.95
Law Office of Alfred Feleppa	May through September 2021 Legal Fees	\$229.95
Mackinac County Treasurer	2021 Winter Tax Services	\$59.01
Mackinac Island Ferry Co/Star Line	LBE Rental Gas	\$50.00
Mackinac Sales	T-44 Brake Caliper/New WTR Explorer Alternator	\$641.40
Mark and Sons Plumbing & Heating	SIPD Garage Heater Repair	\$137.50
Maxwell Medals & Awards	Hockey Medals	\$490.50
Microbiologics	October and November Water Plant Supplies	\$426.22
Miss Dig 811	2021 Annual Water/Sewer Fees	\$1,890.77
National Office Products	November 2021 Statement	\$266.95
Norris Contracting Inc	Ashphalt	\$4,301.28
Office Depot, Inc	SIFD Training Table	\$369.98
Paragon Laboratories	Water Plant Testing	\$1,766.75
Pitney Bowes	Postage Machine Lease	\$407.94
Power Plan-AIS	Sewer Machine Starter	\$250.65
Spartan Distributors	Golf Materials Shipping Charge Missed Last Month	\$29.80
Standard Electric Company	Stockbridge Generator	\$1,945.74
Straits Building Center	November 2021 Statement	\$191.22
The St. Ignace News	November 2021 Statement	\$93.13
UIS Scada	Software Services Water Plant	\$180.00

**TOTAL            \$19,114.73**

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William LaLonde

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Jim Clapperton

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Robert St. Louis

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Michael Williford

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Paul Fullerton

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Thomas Cronan

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Kayla Pelter

Negotiating Committee Meeting 11-30-21 3:00 p.m.

Present: Mayor William LaLonde, Councilmember Jim Clapperton, Councilmember Michael Williford, City Manager Darcy Long

Staff Present: Assistant to the City Manager Stephanie Baar, City Clerk-Treasurer Andrea Insley, Deputy Clerk Kelly Simmons, DPW Director Bill Fraser, Police Chief Tony Brown, Recreation Director Morgan Mills

AFSCME Tentative Agreement:

-the Union membership voted to accept the TA

-ARPA funds will be authorized in a separate resolution by Council

-general discussion about why COVID pay, raises, benefits, etc. aren't the same across all employees, when in the past they have been; percentage vs nominal raises create a big differential, should be uniform?

-COVID pay is meant to thank those employees who worked through the pandemic; committee agrees it should be a flat rate for everyone (\$1,750) as opposed to a percentage of wages

Fire Chief Contract:

-no changes; present to Council as is

Recreation Director:

-as discussed, change COVID premium pay from 5.5% of wages to \$1,750

-Vacation time section is very broad; should add a cap on accumulated hours; doesn't specify that she gets said time *each year*; easier to express time in hours vs days

Police Chief:

-Chief presented his thoughts: would like to see more provisions from his old contracts brought over, a more specific definition of severance with vs. without cause, job description from old contract

-issues with his retirement provisions: his current contract states the wrong retirement program, not the one that he is actually in; he is in C-1 not B-4, B-4 was closed after 2013; how do we reconcile this? Make-up the difference? Consult with MERS

-committee agrees further meetings and discussions are needed

Clerk-Treasurer:

-health insurance is wrong, should be the same as current contract

-would like increased vacation to be considered as well as severance being equal across the board

-given the increased duties since no longer having a Deputy Treasurer, it's difficult for her to take vacation time, would like increased opportunities to be able to buy that time out instead of losing it—committee unanimously agrees to include it

-wage re-openers in 2023 and 2024

DPW Director:

-contract should include vehicle usage

-health insurance should be the same as his current contract

-current contract includes many things that should be included—ex. Clothing & boots allowance, ability to have a second job

-agreed to consult on further changes