

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

Topic: City Council Meeting

Time: Feb 6, 2023 07:00 PM Eastern Time (US and Canada)

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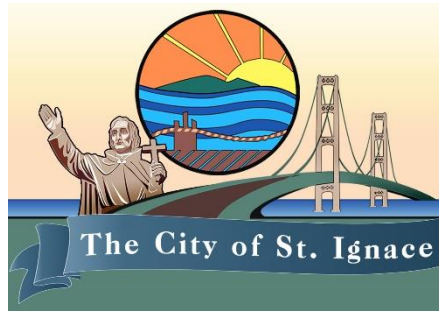
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Meeting ID: 899 2333 6882

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## **CITY COUNCIL MEETING**

St. Ignace, Michigan

Monday, February 6, 2023 – 7:00 p.m.

City Council Chambers/Virtual Hybrid Attendance Meeting

Zoom Meeting ID: 899 2333 6882

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

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) Additions to Agenda
- 6) Public Comment Regarding Agenda Items (2-minute limit)
- 7) Consideration of Minutes of January 23, 2023
- 8) Old Business
- 9) New Business
  - A. 2023 Poverty Exemption Policy
  - B. Police Chief Contract
  - C. Marina Temporary Support Staff
  - D. Resolution 23-06—Jeep the Mac
  - E. Resolution 23-07—Arts Dockside
  - F. 2023 Street Paving Bids
  - G. Resolution 23-08--Street Millage Renewal
  - H. Interim Police Chief Pay
  - I. Interim Management Team Pay
- 10) Consideration of Bills
- 11) Public Comment Regarding Non-Agenda Items (3-minute limit)
- 12) Management Report
- 13) Committee Reports
  - A. Planning Commission
  - B. Finance Committee
  - C. Streets Committee
- 14) Council Member Comments

***City of St. Ignace is an equal opportunity employer and provider***

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

A Regular Meeting of the St. Ignace City Council was held on Monday, January 23, 2023 in the City Hall Council Chambers as a hybrid attendance meeting with Zoom video conference available.

The meeting was called to order at 7:00 p.m. by Mayor LaLonde, followed by the Pledge of Allegiance. Councilmember Gustafson led the invocation.

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

**ABSENT:** None.

**STAFF PRESENT:** Bill Fraser, DPW Director; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Charles Palmer, City Attorney; Allen Mitchell, Interim-Police Chief; Scott Marshall, DDA Director.

**ADDITIONS TO THE AGENDA**

Councilmember Pelter – Old business, pay request from Anthony Brown.

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

Public comment was received regarding support for the Treasurer's Support Agreement.

**CONSIDERATION OF MINUTES OF THE JANUARY 9, 2023, REGULAR COUNCIL MEETING & JANUARY 11, 2023, SPECIAL COUNCIL MEETING:**

It was moved by Councilmember Gustafson, seconded by Councilmember Cronan, to approve both the minutes of the January 9, 2023 Regular Council meeting and the minutes of the January 11, Special Council meeting as presented. Motion carried unanimously.

**OLD BUSINESS**

**A. MACKINAC COUNTY FIRE TRUCK FUNDING REQUEST**

Assistant Baar presented a letter to Council that will serve as a request to Mackinac County for assistance with funding the new Sutphen fire truck. The letter will include signatures from each entity in the current Fire Agreement, as well as specifications of the truck being purchased. It was moved by Councilmember Cronan, seconded by Councilmember Williford, to approve the letter of request to Mackinac County.

**Roll Call Vote:**

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

No: None.

Motion carried unanimously.

**ADDITION TO THE AGENDA**

**Councilmember Pelter – Pay Request from Anthony Brown**

Councilmember Pelter inquired about unpaid invoices regarding Mr. Brown's attorney fees. Mayor LaLonde requested City Attorney Palmer to follow up with Mr. Brown regarding the invoices.

## **NEW BUSINESS**

### **A. RESOLUTION 23-04 DOCK 3 UTILITY EASEMENT**

#### **A RESOLUTION TO APPROVE A UTILITY EASEMENT TO CLOVERLAND ELECTRIC**

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

**WHEREAS:** It is in the best interest of the City of St. Ignace to grant an easement, on property known as TAX# 052-680-009-00 & 052-002-001-15, to Cloverland Electric Cooperative, Inc. for the purpose of electric service to 403 Ferry Lane Dock 3; now therefore

**BE IT RESOLVED:** that the City of St. Ignace does approve the granting of this easement; now further

**BE IT RESOLVED:** that the City of St. Ignace has authorized Bill Fraser, Director of Public Works, to carry out the granting of this easement; now therefore

**BE IT RESOLVED:** said easement was approved by the St. Ignace City Council on January 23, 2023, and was executed by Bill Fraser on January 24, 2023.

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

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

No: None.

Absent: None.

Resolution declared Adopted.

### **B. RESOLUTION 23-05 BOARDWALK INN UTILITY EASEMENT**

#### **A RESOLUTION TO APPROVE A UTILITY EASEMENT TO CLOVERLAND ELECTRIC COOPERATIVE**

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

**WHEREAS:** It is in the best interest of the City of St. Ignace to grant an easement, on property known as TAX# 052-017-001-50, to Cloverland Electric Cooperative, Inc. for the purpose of electric service to property owned by Ganesha Studios, LLC; now therefore

**BE IT RESOLVED:** that the City of St. Ignace does approve the granting of this easement; now further

**BE IT RESOLVED:** that the City of St. Ignace has authorized Bill Fraser, Director of Public Works, to carry out the granting of this easement; now therefore

**BE IT RESOLVED:** said easement was approved by the St. Ignace City Council on January 23, 2023, and was executed by Bill Fraser on January 24, 2023.

**Roll Call Vote:**

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

No: None.

Absent: None.

Resolution declared Adopted.

**C. WASTEWATER PLANT UV UNITS PURCHASE**

DPW Director Fraser informed Council that the Wastewater Treatment Plant is in need of rebuilding 25 UV units. The units for the current system are provided by Trojan Technologies for an estimated \$48,600 with labor included. The expense will be considered under the City's RR&I reserve funds.

After some discussion, it was moved by Councilmember Gustafson, seconded by Councilmember Williford, to approve the purchase to rebuild the units with Trojan Technologies.

**Roll Call Vote:**

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

No: None.

Motion carried unanimously.

**D. TREASURER'S OFFICE SUPPORT AGREEMENT**

City Clerk/Treasurer Insley requested Council's approval to allow former City Clerk/Treasurer, Renee Vonderwerth, to assist with the City's Chart of Account conversion. An agreement was presented to pay Ms. Vonderwerth a rate of \$20 per hour for up to 100 hours of work through July 1, 2023.

It was moved by Councilmember Cronan, seconded by Mayor Pro-Tem St. Louis, to approve the support agreement as presented.

**Roll Call Vote**

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

No: None.

Motion carried unanimously.

**E. POLICE CHIEF APPOINTMENT**

Mayor LaLonde requested Council's consideration in appointing a Police Chief from the three final candidates: Allen Mitchell, Joseph FitzGerald and Kevin James.

After brief discussion, it was moved by Councilmember Cronan, seconded by Councilmember Williford, to approve appointing Kevin James as the next Chief of Police.

**Roll Call Vote**

Yes: Councilmembers Williford, Cronan, Gustafson and Pelter.  
No: Councilmembers Fullerton, Mayor LaLonde and Mayor Pro-Tem St. Louis.  
Motion carried four to three.

**F. CITY MANAGER RECRUITMENT**

Assistant Baar reviewed with Council an updated job description, as well as a draft advertisement for the position of City Manager. It was the consensus of Council to post the ad in local area newspapers and online with the Michigan Municipal League (MML), the International City/County Management Association (ICMA) and Indeed. It was moved by Councilmember Cronan, seconded by Councilmember Pelter, to approve posting the updated advertisement, accepting applications for the position of City Manager through February 23<sup>rd</sup>, and scheduling a Special Council meeting for Monday, February 27<sup>th</sup> to review all applications received.

**Roll Call Vote**

Yes: Councilmembers Cronan, Fullerton, Gustafson, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis and Councilmember Williford.  
No: None.  
Motion carried unanimously.

**G. FINANCIALS**

Assistant Baar provided Council with Revenue-Expense reports that included the Amended 2022 Budget, End Balance 2022 and the Amended Budget for 2023. After some review and discussion, it was moved by Councilmember Gustafson, seconded by Councilmember Cronan, to approve the December 2022 financial reports.

**Roll Call Vote**

Yes: Councilmembers Fullerton, Gustafson, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis, Councilmembers Williford and Cronan.  
No: None.  
Motion carried unanimously.

**CONSIDERATION OF BILLS**

City Clerk/Treasurer Insley noted that there was a miscalculation in the list of bills presented in the Council packets. The amount originally reported was \$57,994.61. The updated total amount is \$55,414.99. It was moved by Councilmember Pelter, seconded by Councilmember Cronan, to approve paying the bills in the correct amount of \$55,414.99.

A-1 Outdoor Services	Fertilize Parks	\$349.00
Airgas	DPW-Rental Gases	\$173.95
Amazon	Dec 2022/Jan 2023 Statements	\$4,418.08
Andy's Feed Station	DPW-D. Packer Dryshed Boots	\$179.99

Arnold's Refrigeration	LBE Repairs	\$4,033.51
Arrow Signs	CHALL-Basement Rental Office Parking Signs	\$97.48
BC Pizza	LBE-Programs	\$159.00
Belonga Plumbing & Heating	LBE Parts	\$130.35
Brother	WRT Plant Printer	\$249.99
BS&A Software	Assessing Software Annual	\$955.00
City St Ignace	WTAX-Gyftakis House, Wtax-Cemetery	\$933.30
Craig Kammers	Boardwalk Pavers	\$682.00
Dixon Engineering Inc.	Water Tank Inspection	\$15,750.00
Election Source	Elections Annual Maintenance Contract	\$615.00
ETNA		\$3,366.00
Ferguson Waterworks	Water Line Parts	\$154.42
GFL	Dumpsters-Boardwalk,Gyftakis House	\$4,705.40
Gordon Food Service	LBE - Concession	\$499.31
Kimball Midwest	DPW Supplies	\$417.43
Mackinac Plumbing	LBE Parts	\$191.40
Mackinac Straits Shooters Association	SIPD Annual Pass	\$75.00
Michigan State Firemen's Assoc	Book sets	\$232.11
Microbiologics	WTR Plant Supplies	\$263.28
Moran Township	Wtax-Water	\$113.02
NAPA Auto Parts	December 2022 Statement	\$1,184.34
NCL	WWTR Supplies	\$732.32
NSI Lab Solutions	WWTR Plant Supplies	\$603.00
Perani's Hockey World	LBE - Skates	\$3,160.20

Quickserve On-site/Advantage Fleet	T-43 Wester Star Repair	\$802.50
Sault Evening News	Boardwalk Contractor Ad	\$52.35
Sault Printing Co.	CHALL Copier/Fax; CMGR Printer	\$270.38
Spartan Nash	December 2022 Statement	\$563.58
St Ignace True Value Hardware	December 2022 Statement	\$875.46
Straits Building Center	December 2022 Statement	\$7,650.47
Team Life	SIPD Defibrillator Pads	\$317.00
UP North Flags & Poles	CHALL-Flags	\$100.72
West MI Baseball Franchising	LBE-Dippin Dots	\$258.24
Zoom	Year Subscription Renewal	\$100.41
		<b>\$55,414.99</b>

#### **Roll Call Vote**

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

No: None.

Motion carried unanimously.

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

Public comment was received regarding the City financials, the bus station contract, inappropriate plowing of snow into residential streets, Police certifications and the City residential GFL trash contract.

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

Assistant Baar updated Council on upcoming committee meetings, the Zoning map update project and the Fire Agreement renewal.

#### **COMMITTEE REPORTS**

Finance Committee – Council was given the minutes from January 19th Finance Committee meeting for review.

#### **COUNCILMEMBER COMMENTS**

Councilmember comments were received.

#### **ENTER CLOSED SESSION: COUNCIL MAY ENTER CLOSED SESSION TO CONSULT WITH ITS ATTORNEY REGARDING PENDING LITIGATION PER MCL 15.268(e).**

It was moved by Councilmember Gustafson, seconded by Councilmember Pelter, to enter into Closed Session at 8:47 p.m. per MCL 15.268(e). Motion carried unanimously.



Council returned to the open meeting at 9:24 p.m.

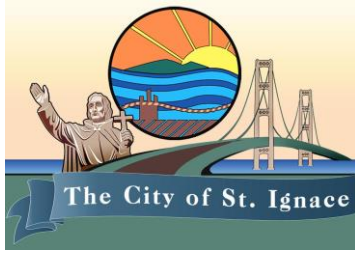
There being no further business, the meeting adjourned at 9:25 p.m.

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**William LaLonde, Mayor**

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**Andrea Insley, City Clerk/Treasurer**



# City of St. Ignace, MI

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

## Staff Report

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**Agenda Date:**

**Presenter:**

**Department:**

**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:**

**BACKGROUND:**

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:**

## 2023 POVERTY EXEMPTION POLICY & GUIDELINES

The following ***policy and guidelines***, adopted by the City Council, shall be followed by the City Board of Review when considering ***poverty exemptions*** according to section 211.7u of the Michigan Compiled Laws (MCL).

**Application Guidelines:** To be eligible for a Poverty Exemption; The applicant must:

1. File Form 5737 Application for MCL 211.7u Poverty Exemption
2. File Form 5739 Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty
3. Own and occupy the property as a principal residence. Provide federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons residing in the principal residence. (Disclosure of the income of an owner who is not residing in the principal residence is not required.) Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, *Poverty Exemption Affidavit* may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year
4. Produce a valid driver's license or other form of identification, if requested
5. Produce a deed, land contract or other evidence of ownership of the property, if requested.
6. Meet the income guidelines of this policy
7. Meet the asset level test of this policy

### Income Test

- Total Annual Household Income shall not exceed the following amount applicable to the number of persons living in the household:

Number of Persons	Federal Poverty Income Level for 2023	City Income Level for 2023 (+20%)
1	\$13,590	\$16,308
2	\$18,310	\$21,972
3	\$23,030	\$27,636
4	\$27,750	\$33,300
5	\$32,470	\$38,964
6	\$37,190	\$44,628
7	\$41,910	\$50,292
8	\$46,630	\$55,956
For each additional person	\$4,720	\$5,664

- Total Annual Household Income shall be based on Federal Poverty Income Guidelines and will be adjusted annually to agree to the federally established amount.

Potential income and asset sources are (non-inclusive):

Income from all sources	Interest and dividends
Salaries & wages before deductions	Pensions
Net receipts from self-employment	Supplemental Security Income
Veteran payments	Net rental income
Royalties	Scholarships & grants
Unemployment compensation	Insurance
Workers' compensation	Retirement accounts
Alimony	Child support
General assistance	IRA/Keogh annuities
Social Security	New or reverse mortgages
Cash	Stocks & bonds
Checking & savings accounts	Investments
Money market accounts	Gifts
Assets in trust accounts	Deferred compensation

### **Asset Test**

1. Things of value that a person can own and are exempt from consideration in determining eligibility for a poverty exemption.
  - a. Applicant's principal residence
  - b. One motor vehicle per working adult
  - c. Essential household goods
  - d. Personal assets of any nature with a total value up to \$15,000.
2. Things of value that the Board of Review can consider in determining what percent exemption to grant:
  - a. Real estate other than the principal residence
  - b. Personal property
  - c. Motor vehicles in excess of one per working adult
  - d. Recreational vehicles and equipment
  - e. Certificate of deposits, savings accounts, checking accounts, stocks, bonds, life insurance, and retirement funds, etc.
3. The Board of Review shall consider the value of the assets, or indebtedness otherwise owned by the applicant. Assets (except those exempt from consideration as listed above), shall not exceed \$15,000.

## **Evaluation Procedures**

1. The Board of Review shall follow the above policy and guidelines when making poverty exemption decisions.
2. The applicant should be prepared to answer questions regarding their financial affairs, health, status of people living in the household, and any other question relevant to the exemption request.
3. All information is subject to verification.

Granting full or partial poverty exemptions. MCL 211.7u(5) states that if a person claiming poverty exemption meets all eligibility requirements, the Board of Review shall grant the poverty exemption in whole or in part as follows:

- a) A full exemption equal to a 100% reduction in taxable value for the year in which the exemption is granted: or
- b) A partial exemption equal to a 50% reduction in taxable value for the year in which the exemption is granted: or
- c) A partial exemption equal to a 25% reduction in taxable value for the year in which the exemption is granted.

No other method of calculating taxable value may be utilized, except for those percentage reductions specifically authorized by statute

**CITY OF ST. IGNACE  
POLICE CHIEF EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of February, 2023, by and between the City of St. Ignace, a Municipal Corporation of the State of Michigan, hereinafter referred to as “Employer”, and Kevin James, referred to as “Employee”. Both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, the Employer desires to employ Employee as the Chief of Police of the City of St. Ignace, as provided in the Job Description provided to Employee; and

**WHEREAS**, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of Employee; and

**WHEREAS**, the Employer desires to retain the services of Employee; and

**WHEREAS**, Employee desires to accept appointment and employment as the Employer’s Police Chief.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Employer and Employee agree as follows:

1. **Duties.** The Employer agrees to employ Employee as its full-time Police Chief to perform all of the functions and duties specified in the City Charter and to perform whatever legally permissible and proper functions and duties as the Employer from time to time may assign. Employee shall, at all times, faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement and the direction of the Employer. Employee shall maintain regular office hours Monday through Friday and shall attend all regular and special City Council meetings and other City meetings as needed or as directed by the Employer.

a. **Direct Supervisor.** Employee’s immediate supervisor shall be the City Manager. Employee acknowledges, understands, and agrees that the City Manager shall have the final authority and the power to direct, control or supervise the manner of Employee’s duties, consistent with the laws of the State of Michigan, the City Charter, and this Agreement.

b. **Working Hours.**

1. The work week of Employee shall be forty (40) hours in addition to any and all additional work time reasonably required to discharge the duties and responsibilities of the office of the Police Chief, including, but not limited to, any official meetings that are generally attended by the Police Chief. Employee is exempt from receiving overtime pursuant to the Fair Labor Standards Act and shall not be entitled to overtime or compensatory time.

2. It is recognized that, due to the small size of the St. Ignace Police Department, Employee may be occasionally required to cover for an officer who is out sick or on vacation. It is further recognized that the Employee must also devote a great deal of time outside of his normal office hours in the performance of his duties. To maintain a reasonable work schedule, Employee shall be allowed to flex his work hours to adjust for time worked beyond his normal office hours. Employee shall be expected to flex his work hours at such times which he reasonably determines will least adversely impact Department operations. To account for flexed hours, the Employee shall track all hours worked, however, it is understood by the Employee that it is reasonable not to expect a one-for-one allowance due to the nature of a salaried position, and that this is not compensatory time owed to Employee. Employee will advise the City Manager when he is taking time off.

2. **Compensation.** Beginning with the effective date of this contract, the Employer agrees to compensate Employee at a prorated annual salary of Sixty Thousand and No/100 Dollars (\$60,000.00), payable in equal, bi-weekly increments following the regular City payroll cycle. Effective January 1, 2024 the Employer agrees to increase the annual salary to Sixty-two Thousand and No/100 Dollars (\$62,000.00).

3. **Performance Review.** The City Manager shall meet with Employee annually to conduct an evaluation of Employee's job performance, including an evaluation of Employee's performance and/or completion of the goals and expectations previously established. The format and the content of said performance evaluation shall be established by the City Manager, and shall be provided to Employee prior to the performance review. The City Manager, may at his or her discretion, initiate performance evaluations at other times than those set forth herein.

4. **Cellular Telephone, Vehicle, & Uniform.**

a. The Employer agrees to provide Employee with a cellular/mobile telephone stipend in the amount of \$50 per month. Employee shall maintain his own cellular/mobile phone service for City related business and will be responsible for all equipment purchases, replacement fees, and monthly service charges. As the Employer is providing the above-referenced stipend, Employee's cellular telephone invoices and records, including information regarding telephone numbers called, calls received and text messages sent and received, may be subject to public dissemination pursuant to Michigan's Freedom of Information Act ("FOIA"). Therefore, Employee shall maintain all cellular/mobile telephone invoices and records in compliance with the applicable retention period for production in the event that they are requested pursuant to FOIA and/or in connection with discovery in the litigation process.

b. The Employee shall be provided with an Employer-issued and maintained patrol vehicle, which shall be used for daily City business. The Employee may utilize his patrol vehicle as a "take home" vehicle, provided that it is not subject to

personal use.

c. Employee shall receive a uniform stipend in the amount of \$1,000.00. The Employer shall also issue Employee a side arm, and body armor/vest at no cost to Employee.

5. **Professional Development.**

a. Professional development is understood to be a benefit to the Employer as well as Employee. The Employer agrees that Employee shall be given reasonable opportunity to develop his skills and abilities. The Employer hereby agrees to bear reasonable expenses for the registration, travel and expenses of Employee for professional meetings, official travel and attendance at institutes and seminars and such other regional, state, and local governmental groups and committees thereof on which Employee serves or of which Employee is a member. Any such expenses must be submitted to the City Manager for approval prior to incurring the expense. Any such expenses not provided to the City Manager for approval prior to incurring the expense will be denied and Employee shall be solely responsible for the expense.

b. The Employer agrees to pay the reasonable dues and subscriptions of Employee for his continuation and full participation in national, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, advancement and for the good of the Employer, including membership in one (1) local community service organization. Employee must submit any such fees or dues required for participation in the above-referenced associations and organizations to the City Manager for approval prior to incurring any expense. Any such expenses not provided to the City Manager for approval prior to incurring the expense will be denied and Employee shall be solely responsible for the expense.

c. Expenditures on the professional development benefits referenced in subsections a. and b. above cannot exceed the annual budgeted appropriation(s) for such activities. The City Manager shall have final discretion in determining the reasonableness of any professional development activity and for making budget appropriations and approving expenditures.

6. **Employee Benefits.**

a. The Employee and his dependents shall be eligible for all health, dental, and vision insurance benefits for which other City employees are eligible, per Employer group health insurance plan, upon the first day of employment. Employees electing to receive medical coverage are required to pay a set contribution bi-weekly through payroll. Employees opting out of medical



coverage shall receive an in-lieu-of payment in conjunction with their regular payroll cycle.

- b. Employee shall be entitled to paid sick time credited at a rate of one (1) sick day per month, not to exceed twelve (12) per calendar year, with one hundred five (105) days maximum accumulation. A day is defined as eight (8) hours. All unused paid sick time will be paid upon severance of Employment with the Employer at fifty (50) percent.
- c. Employee shall accrue ten (10) paid vacation days, of eight (8) hours each, on an annual basis. Each subsequent year of the contract, Employee will receive one additional day of vacation. Vacation accumulation is capped at 200 hours (25 days). All unused vacation time will be paid upon severance of Employment with the Employer at a prevailing rate.
- d. Employee shall receive one (1) eight (8) hour personal day per calendar year. Personal leave is non-accumulative and lost if not used within the calendar year. Employee's birthday is also granted as a personal day to be used within a reasonable time of the actual birthday.
- e. Employer recognizes ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Should a holiday fall on a regularly scheduled day off, the nearest regularly scheduled work day shall be considered the holiday. Employee agrees that he may be required to work on a holiday if operational needs demand it.
- e. In the event that a death occurs to a member of Employee's immediate family, he shall be entitled to take up to three (3) consecutive, eight (8) hour days of paid leave to attend the funeral. "Immediate family" shall mean Employee's current spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, or grandchild.
- f. The Employer shall provide Life and Long-term Disability insurance coverage to Employee in the eligible amount and shall pay the premium on this policy.

7. **Death or Incapacitation During Term of Employment.** If the Employee dies, the Employer shall pay to his estate all the compensation which would otherwise be payable to the Employee up to the date of his death. If the Employee becomes medically incapacitated, the Employer shall pay to the Employee 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 Employee up to the date of death and all unused vacation and sick time up to the date of death.

8. **Retirement.** Employer agrees to execute all necessary agreements provided by MERS and, in addition to the base salary paid by the Employer to the Employee, Employer agrees to pay the maximum allowable amount for MERS C1 Benefit Plan Division 20, into MERS on

Employee's behalf, and to transfer ownership to succeeding employers upon Employee's resignation or discharge, if that subsequent employer participates in a MERS pension. Employee may choose to participate in available 457 plan(s).

9. **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 the Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

10. **Duration of Agreement.** The terms and conditions contained in this Agreement will begin on **Insert Date**, 2023 and will expire on December 31, 2024. The duration of this Agreement shall apply only to the terms and conditions set forth in this Agreement and Employee shall always be an at-will employee of the Employer. If the Employer elects not to renew or renegotiate this Agreement for an additional term at the time of its expiration, the City Manager shall notify Employee of this intention not less than thirty (30) days prior to the expiration of the Agreement or by December 1 of each year.

- a. **Probationary Period.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to the provisions set forth in this Agreement. Provided, however, the first six (6) months of the term of this Agreement shall be considered probationary, during which either party may terminate the Agreement by providing written notice thereof not less than five (5) days before the termination.
- b. **Termination.** If the City Manager, subject to the approval of City Council, determines that it is not in the Employer's best interest to continue Employee's employment, the City Manager shall notify Employee of this intention by providing Employee thirty (30) days written notice. In the event Employee is terminated by Employer, without cause, before expiration of the aforesaid term of employment and during such unexpired time that Employee is willing and able to perform his duties under this agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to two (2) months' aggregate salary. However, Employee shall not be entitled to severance pay if the Employer terminates his employment because of Employee's conviction for embezzlement of City funds; violation of the City's ordinances, resolutions or state law, relative to Employee's duties and responsibilities as Police Chief, or other law regarding public officers; a violation of this Agreement; conviction of a felony, misdemeanor resulting in a term of incarceration or any crime involving moral turpitude; intentional insubordination regarding a directive legally approved by Employer; or other behavior that demonstrates a deliberate violation or disregard of Employee's duties and obligations to the City's interests or otherwise deviates from a standard of behavior which an Employer can reasonably expect of a public officer, then in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- c. **Resignation.** Employee may voluntarily resign from his employment at any time and for any reason. Employee shall notify the Employer of this intention by providing the City Manager thirty (30) days' written notice. In the event Employee voluntarily resigns from his employment, the Employer shall have no obligation to pay the aforementioned severance.
- d. **Suspension.** Employer may suspend the Employee, with or without full pay and benefits, at any time during the term of this agreement, if the City Manager, subject to the approval of the City Council, determines that it is in the City's best interest to do so.

11. **Residence.** The Employee shall maintain his residence within a reasonable proximity of the City's nearest boundary during his employment with Employer.

12. **Severability of Invalid Provision.** The provisions of this Agreement shall be deemed severable; the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. **Entire Agreement.** This Agreement constitutes the full and complete Agreement between the parties on the subject matters contained herein, and no amendment of this Agreement will be effective unless agreed to in writing by the parties hereto. Any and all prior agreements or understandings between the parties are null and void as of the date of execution of this Agreement.

14. **Interpretation.** For purposes of interpretation of this Agreement, neither the Employer nor Employee shall be deemed to have been the drafter of this Agreement.

15. **Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

16. **Modification.** This Agreement shall not be modified, altered, or amended except through a written amendment signed by the City Council and Employee.

17. **No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.

18. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed one and the same Agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

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

20. **Indemnification.** The Employer will defend, save harmless, and indemnify Employee against any tort, professional liability claims or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of

his duties as Police Chief. Indemnification shall extend beyond the termination or expiration of this Agreement, to provide full and complete protection of Employee by the Employer, as described herein, for any acts undertaken or committed in his capacity as Police Chief, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following his employment or this termination or expiration of this Agreement.

21. **Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

22. **Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by overnight courier (i.e., Federal Express/UPS) when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Employer: City of St. Ignace, 396 N. State Street, St. Ignace, MI 49781

Employee: Kevin James, **Insert Address**

23. **Certification of Authority to Sign Agreement.** The persons signing on behalf of the City of St. Ignace certify by their signatures that they are authorized to sign this Agreement on behalf of the City of St. Ignace and that this Agreement has been authorized by the City Council.

24. **Contingency.** This Agreement is contingent upon Employee being certified as a full-time Michigan police officer through the Michigan Commission on Law Enforcement Standards (MCOLES) by April 1, 2023. Employee is responsible for all related costs. In the event Employee is not MCOLES certified by this date, this Agreement shall have no force of effect and Employee shall not be entitled to any employment, compensation, or benefits herein stated. Employer may conduct a background check, and Employee agrees to cooperate fully in the procedure and understands that this offer is subject to Employer approving the outcome of said background check.

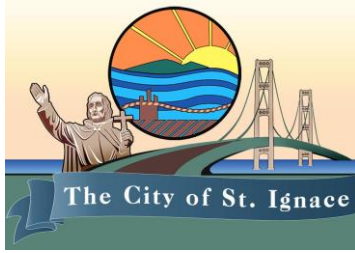
**IN WITNESS WHEREOF**, the City Council has caused this Agreement to be signed and executed on its behalf by the City Mayor, and Employee has signed and executed this Agreement, both in duplicate, this 6<sup>th</sup> day of February, 2023.

By: \_\_\_\_\_  
William LaLonde, Mayor of the City of St. Ignace

By: \_\_\_\_\_  
, City Manager of the City of St. Ignace

By: \_\_\_\_\_  
Kevin James, Chief of Police of the City of St. Ignace

DRAFT



# City of St. Ignace, MI

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

## Staff Report

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**Agenda Date:**

**Presenter:**

**Department:**

**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:**

**BACKGROUND:**

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:**

*City of St. Ignace*  
Andrea Insley, City Clerk/Treasurer  
396 N State St  
St. Ignace MI 49781  
[ainsley@cityofstignace.com](mailto:ainsley@cityofstignace.com)  
(906)643-8545 Fax (906)643-9393

**MARINA SUPPORT AGREEMENT**

Agreement between the City of St. Ignace, a home rule City, and Tim Matelski, of St. Ignace, Michigan, hereinafter called "Marina Support".

Whereas, the City of St. Ignace agrees to pay an hourly wage of \$25 to Tim Matelski for Marina Support; and

Whereas, the City of St. Ignace will continue to pay set wage until set goals are satisfied.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The consideration for this agreement is acknowledged to be the mutual promise and duties set forth herein.
2. Term: This contract shall begin immediately and continue for ninety (90) days.

**FOR THE CITY OF ST. IGNACE**

**FOR THE INTERIM-MARINA SUPPORT**

By: \_\_\_\_\_

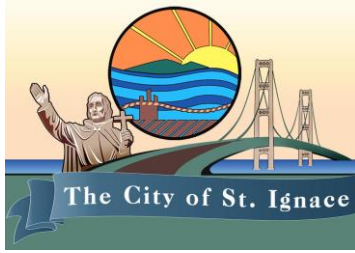
By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# City of St. Ignace, MI

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

## Staff Report

**Agenda Date:** \_\_\_\_\_

**Presenter:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**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:**

**BACKGROUND:**

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:**



**CITY OF ST. IGNACE  
RESOLUTION 23-06**

**A RESOLUTION TO APPROVE THE 2023 JEEP THE MAC**

The following Resolution was offered for adoption by \_\_\_\_\_, supported by \_\_\_\_\_:

- WHEREAS:** The St. Ignace Visitors Bureau requests permission to conduct Jeep the Mac; and
- WHEREAS:** This event requires the usage of I-75NB, I-75BL, and the St. Ignace Little Bear East Arena parking lot and overflow lot; and
- WHEREAS:** This event requires a parade escort from City of St. Ignace Police; and
- WHEREAS:** Chapter 22 of the City of St. Ignace Code, "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:** It is understood that there may be fees for certain services if provided by the City; and
- WHEREAS:** The St. Ignace City Council has determined that the St. Ignace Visitors Bureau does meet the criteria established in the various sections of Chapter 22; now therefore

**BE IT RESOLVED:** The St. Ignace City Council does approve Special Events status for Jeep the Mac on May 12-14, 2023; now further

**BE IT RESOLVED:** The St. Ignace City Council does approve usage of I-75NB, I-75BL, and the St. Ignace Little Bear East Arena parking lot and overflow lot for this event, and a parade escort from City of St. Ignace Police.

**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, February 6, 2023, at 7:00 p.m.

sb

\_\_\_\_\_  
Andrea Insley, City Clerk/Treasurer

## 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.

<b>Event</b>		
Event Name: <b>Jeep the Mac</b>		
Describe the Event: This annual event will take place May 12-14, 2023. On Friday, Jeeps will stage at Little Bear from 10-2 for packet pickup. Mandatory driver's meeting at 2:30 with Police. Police escorted Mackinac Bridge crossing begins at 3 PM, heads through downtown St. Ignace on State Street (no closure required), takes exit 339 in Mackinaw City, loops back under the bridge and back onto I-75 N and end again at Little Bear. There will be a meet and greet at Little Bear from 4-7 with live music, food trucks, onsite vendors, beer tent, etc. Activities during the day on Saturday take place on Drummond Island. At 8:30 PM, Jeeps will stage on North Airport Road for a lighted, police escorted parade through downtown St. Ignace, ending in the Family Fare parking lot. Sunday activities include self guided trail riding (we provide maps but no organized rides) and discounted ferry tickets to Mackinac Island.		
<b>Sponsoring Organization Information</b>		
Legal Business Name: St. Ignace Visitors Bureau		
Address: 6 Spring St.	City: St. Ignace	State/Zip: MI 49781
Mailing Address: 6 Spring St.	City: St. Ignace	State/Zip: MI 49781
Telephone: 906-643-6950	Email: quincy@stignace.com	
Contact Name: Quincy Ranville	Title: Events Director	
Telephone 906-298-1902	Email: quincy@stignace.com	
<b>Contact Person on Day of Event</b>		
Name: Bridgett Sorenson	Title: Events Manager	
Address: 6 Spring St.	City: St. Ignace	State/Zip: MI 49781
Telephone: 906-643-6950	Cell: 906-430-0536	Email: bridgett@stignace.com
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	
<b>Event Information</b>		
Event Location(s): Little Bear East Arena, parade on State Street, light parade staging on North Airport Rd.		
Event Date(s): <b>May 12-May 14</b>		
Event Hours: Friday May 12: 9AM-7PM, Saturday, May 13: 8PM-10PM, Sunday, May 14: no set hours.		
Estimated date/time for set up: Friday: 8 AM at Little Bear, Saturday: 8PM at North Airport Rd.		
Estimated date/time for clean up: <b>Friday: 7PM at Little Bear. Saturday: 10 PM</b>		
Describe set up and clean up procedures (include specifically who will be taking care of trash): Little Bear will handle trash. All other set up and tear down will be handled by VB staff.		

Event Information (continued)

Estimated DAILY attendance: **1200**

Describe crowd control plans for this event:

No additional crowd control other than renting all of Little Bear.

Describe the Special Event's impact on adjacent commercial and residential property:

Positive tourism impact. Minor traffic inconvenience during parades.

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

Describe sidewalk use:

N/A

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:

There will be no street closures but Police escorted parades on Friday afternoon and Saturday night may pose minor traffic backups.

\* 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:

We will be using the Little Bear and Overflow parking lots from 8AM to 8PM on Friday, May 12. No closures necessary for Saturday parade staging.

" Parking lot(s) closed: Date/Time: 8 AM (LB parking lots must be empty at this time)

" Parking lot(s) re-open: Date/Time: **8 PM**

What parking arrangements are proposed to accommodate attendance?

Little Bear. This event has very few non-registered, non-local spectators.

Will music be provided/included during the event?

YES

NO

Describe type of music proposed:

Live

Amplification

Recorded

Loudspeakers

Proposed time music will begin: Friday, May 12: 4 PM

Proposed time music will end: Friday, May 12: 7 PM

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

Inside Little Bear arena

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*

- Trash Receptacles      Quantity:
- Barricades              Quantity:
- Traffic Cones            Quantity:
- Other (describe):

*\*Sponsoring organization may be required to provide a dumpster\**

*Little Bear staff will coordinate trash/barricade needs. Quincy will also help coordinate*

**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 checked="" type="checkbox"/> Tables   |
| <input checked="" type="checkbox"/> Tents | <input type="checkbox"/> Rides   |
| <input type="checkbox"/> Awnings          | <input checked="" 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:**

No physical attractions

**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:** We are planning to bring in a few food trucks on Friday. We will provide all necessary info to the city.

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*

*St. Ignace Chamber will acquire liquor license and run beer tent.*

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.  
Just some arrow signs for directional purposes.

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

we will provide insurance info when our policy renews in March of 2023

**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 organization's 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;

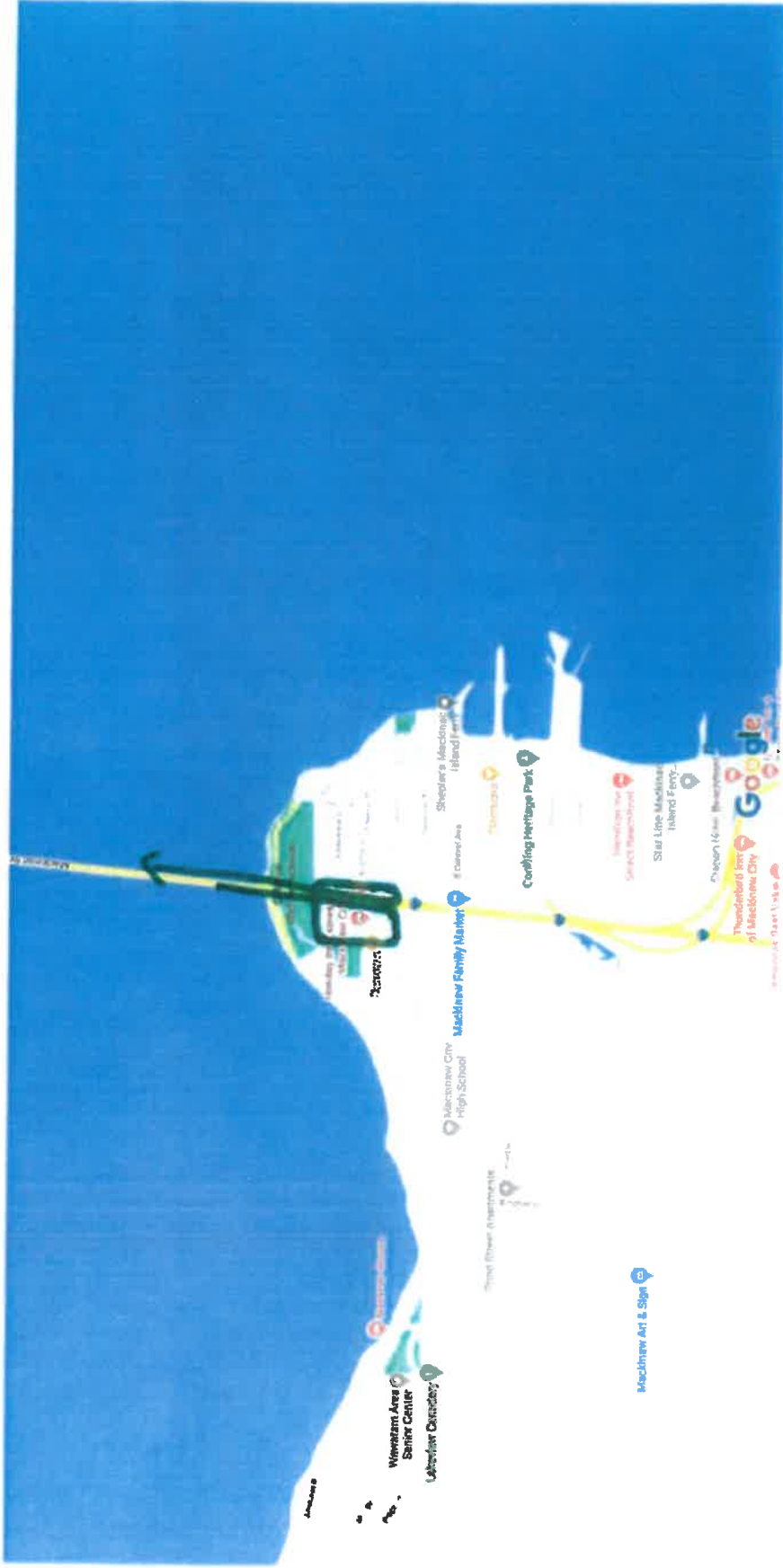
Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval.

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 <b>Signature</b> 	Date <input style="width: 80%;" type="text" value="1/5/23"/>
Co-Applicant <b>Signature</b>	Date <input style="width: 80%;" type="text"/>
<b>Complete this application 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.</b>	Receipt Date <input style="width: 80%; height: 20px;" type="text"/>



Map data ©2020 1000 ft





Map data ©2020 1000 ft

11/12/2020

Google Maps

Google Maps

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part of



Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map data ©2020 100 ft.



**Purpose statement:**

The St. Ignace Peddlers and Solicitors Ordinance is intended to protect the health, safety, and welfare of St. Ignace residents and businesses by licensing transient vendors, controlling the location of operation of such vendors, and by limiting the number allowed to operate within the city. Special Events Organizers are allowed to contract with and invite transient vendors as part of an approved Special Event, providing that Special Event Vendors comply with all applicable local, state, and federal rules and regulations. It is the City of St. Ignace’s intent to allow events and vending such that the vitality of downtown St. Ignace improves, remains healthy, and serves to benefit the community.

**ARTICLE I. IN GENERAL**

**Sec. 22-1. Definitions**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Helper* means any person who engages in the business of peddler by accompanying another peddler as a helper or assistant. If two or more persons are associated in the business of peddler but go about their business separately from place to place within the city, they shall each be deemed an independent peddler for purposes of this chapter.

*Peddler*, also known as a “transient trader”, means any person who solicits, sells, or peddles from a temporary sales structure, or who travels by foot, wagon, vehicle, or any other type of conveyance, from place to place, from street to street, or from person to person, carrying, conveying, or transporting goods or services, wares, merchandise, meats, fish, fruits, vegetables or foodstuff, offering and exposing the same for sale, or making sales or delivering articles to customers; or who, without going from place to place, sells or offers the same for sale from a wagon, vehicle, railroad car, or other conveyance; or who solicits orders and as a separate transaction makes deliveries to purchasers, or causes such deliveries to be made at a future time.

*Special Event* means any activity conducted upon or involving the use of City-owned streets, alleys, parking lots, parks, facilities, sidewalks, sports fields, and non-motorized trails, which are different from or greater than the usual routine use by the general public. These activities include but are not limited to parades, musical performance entertainment, public shows, exhibitions, arts and craft shows, festivals, walk and run events, sporting events and events where alcoholic beverages are being sold or host served.

*Temporary Sales Structure* means anything, for the use of vending, constructed or erected requiring location on the ground which is not permanently affixed or attached to a foundation or not designed to be permanently located in the place where it is located (e.g., temporary sheds, containers, semi-trailers, tents, trucks or other enclosures for persons or goods which are movable).

*Vendor*, any person who sells from a temporary sales structure during a special event.

**Sec. 22-2. Exemptions.**

- a. It is the intent of this chapter that the following persons shall not be deemed peddlers for purposes of this chapter, and shall not be subject to regulations hereunder:

1. Any person working as a route salesman, on a fixed route with regular periodic deliveries or visits, and who does not call on persons or places not already established as customers.
  2. Any person engaged exclusively in wholesale sales to retail merchants.
  3. Any person engaged in peddling on behalf of a school or recognized charitable or religious organization; said organization to produce evidence of nonprofit status through a federal nonprofit Internal Revenue Service identification number or any other verifiable proof of nonprofit status, and who is receiving no financial or material compensation for such work.
- b. However, the city clerk shall, with the cooperation of the exempted person, issue a license and badge to such person without charge for a period not to extend beyond December 31 of the year in which they are issued.

**Sec. 22-3. Loud noises and speaking devices.**

No peddler, nor any person in his behalf, shall shout, make any cryout, blow a horn, ring a bell or use any sound device, including any loud-speaking radio or sound amplifying system upon any of the streets, alley, parks or other public places of said city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenue, alleys, parks, or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such licensee proposes to sell.

**Sec. 22-4. Use of Streets**

- (a) Special events organizations may obtain use of public property by approval of the city council and other authorizing agencies during the term of the event.

**Sec. 22-5. Conduct.**

No person engaged in the business of peddling shall conduct himself toward the public or any individual person in such a manner as to be offensive, disorderly or rude. No person engaged in the business of peddling shall enter or remain on any private premises, contrary to the request of the owner or occupant thereof.

**Sec. 22-6. Hours of Operation**

Peddlers in the city shall limit their business operations to the hours of 6:00 a.m. to 2:00 a.m. All peddlers must adhere to the city's noise ordinance, Chapter 12 Article 2, limiting noise emissions to 72 decibels between the hours of 11:00 p.m. and 7:00 a.m., including noise from generators.

**Sec. 22-7. Duty of police to enforce.**

It shall be the duty of any police officer of the city to require any person seen peddling, and who is not known by such officer to be duly licensed, to produce his peddler's license, and to enforce the provisions of this chapter against any person found to be violating the same.

**Sec. 22-8. Records.**

The chief of police shall report to the city clerk all convictions for violation of this chapter and the city clerk shall maintain a record for each license issued and record the reports of violations therein.

**Sec. 22-9. Violation and penalty.**

Any person violating any of the provisions of this chapter shall be guilty of a municipal civil infraction.

**ARTICLE II. LICENSE**

**Sec. 22-31. License required.**

(a) *Generally.* It shall be the unlawful for any person to engage in the business of peddler (vendor), as an independent peddler or helper as defined in section 22-1, without first obtaining a license/permit as provided herein for the period during which the vendor plans to conduct business. No such license shall be issued or become effective until seven business days (excluding Sundays and holidays) have elapsed from time of application therefor.

(b) *Areas and Events allowed:*

**1. Mobile Food Vending:**

(i) ***Public property.*** Mobile food vending shall only be allowed on public property when part of an approved Special Event. All mobile food vendors must submit a site plan for review and approval. Mobile Food Trucks and Vendors must not block public or private driveways, must not block public street or sidewalks, must not block access to public drains and/or utilities. Any vehicle/vendor found blocking such structures or facilities will be ordered to move or leave.

Outside of Special Events, Mobile food vending in the CBD and GBD Districts shall be limited to the time between May 1 and October 31.

(ii) ***Private property.*** Mobile food vending on private property shall be allowed in all non-residential districts and must include a parking plan review. Outside of Special Events, the number of Mobile Food and/or Temporary Food vendors on a parcel of private property in the Central Business District or the General Business District is limited to no more than one unit on any single day, unless a food court is permitted pursuant to Sec. 22-31 (b)(3) of this ordinance.

Outside of Special Events, Mobile Food Vending on private property within the CBD and GBD is limited to the time between May 1 and October 31.

(iii) ***Special Events.***

Special Event organizers may submit an event site plan that shows the location of mobile food vendors, and Special Event Organizers may apply for vendor permits on behalf of mobile vendors contracted for or invited to an event by the Special Event Organizer. An application submitted by a Special Event Organizer for a blanket permit must contain assurances from the Event Organizer that all vendors can and will comply with all applicable local, state, and federal rules and regulations. A blanket permit is only good for the duration of the Special Event. Special Event Organizers must agree to advise the City of St. Ignace of any vendors that would not be covered by the Organizers blanket permit request.

Mobile food vending as part of a Special Event is allowed year-round.

(iv) In a residential district, mobile food vending and catering on private property shall only be allowed as part of a private event and shall only serve food to event attendees and not the general public. Mobile food vending on private residential property shall not be allowed to utilize public property including, but not limited to, sidewalks, streets, and rights-of-way. The outdoor preparation and service of food by a mobile food vendor or caterer in residential areas shall be limited to the hours between 10 A.M. to 10 P.M., standard or daylight savings time. Mobile food vendors and caterers attending to a private party in a residential area are not required to obtain operating permits from the City of St. Ignace.

## **2. Mobile non-food vending:**

(i) **Public Property.** Non-food mobile vending shall only be allowed on public property when part of an approved Special Event. All mobile vendors must submit a site plan for review and approval. Mobile non-food Vendors must not block public or private driveways, must not block public street or sidewalks, must not block access to public drains and/or utilities. Any vehicle/vendor found blocking such structures or facilities will be ordered to move or leave.

(ii) **Private Property.** Non-food mobile vending is allowed on private property in all non-residential districts when allowed by the property owner and permitted by City of St. Ignace. Outside of Special Events, Non-food mobile vending in the CBD and GBD is limited to one unit per property description.

### **(iii) Special Events**

Special Event organizers may submit an event site plan that shows the location of mobile vendors, and Special Event Organizers may apply for vendor permits on behalf of mobile vendors contracted for or invited to an event by the Special Event Organizer. An application submitted by a Special Event Organizer for a blanket permit must contain assurances from the Event Organizer that all vendors can and will comply with all applicable local, state, and federal rules and regulations. A blanket permit is only good for the duration of the Special Event. Special Event Organizers must agree to advise the City of St. Ignace of any vendors that would not be covered by the Organizers blanket permit request.

## **3. Food Courts**

An owner of private property in the CBD or the GBD may apply for permission to create a Food Court on the owner's premises. Such Food Courts, if permitted can consist of no more than six (6) individual mobile food vending units based within the owner's property. Applications for a Food Court must be reviewed by the St. Ignace Downtown Development Authority (D.D.A.) and must be approved by the St. Ignace City Council. A proposed Food Court must be found, by the St. Ignace D.D.A., to be in the best interests of businesses and activities in the CBD and GBD. The City Council of St. Ignace may only act on a Food Court application recommended for approval by the St. Ignace D.D.A. An application for a Food Court must include a site plan and description of days and times of operation of the Food Court.

## **4. Farmer's Markets:**

Farmer's Markets on Public Property are allowed in the CBD and/or GBD when sponsored and conducted by a Special Event Organizer approved by the City of St. Ignace City Council. Farmer's Markets on Private Property are allowed in the CBD and/or GBD when approved by City Administration. The Event Organizer must annually request approval for the Farmer's Market. The Farmer's Market Event Organizer must submit a site plan to the City of St. Ignace describing the area proposed for the Market along with an estimate of the approximate number of vendors to be located within the Market. Vendors in an approved Farmer's Market are not required to obtain City of St. Ignace permits under the Peddler's Ordinance when the merchandise being sold is limited to farm-produced products and/or merchandise such as handicraft and artwork created by the vendor. The Market Event Organizer is responsible for assuring that vendors only market farm produced products, and handicraft and artwork produced by the individual vendors. The Event Organizer is responsible for annually notifying the Michigan Department of Agriculture and Rural Development of the dates for operation of the Market.

#### **5. Flea Markets:**

Flea Markets (vendors selling used merchandise, collectible items, antiques, and vendor produced crafts) on Public Property are allowed in the CBD and/or GBD when sponsored and conducted by a Special Event Organizer approved by the City of St. Ignace City Council. Flea Markets on Private Property are allowed in the CBD and/or GBD when approved by City Administration. The Event Organizer must annually request approval for the Flea Market. The Flea Market Event Organizer must submit a site plan to the City of St. Ignace describing the area proposed for the Market along with an estimate of the approximate number of vendors to be located within the Market. Vendors in an approved Flea Market are not required to obtain City of St. Ignace permits under the Peddler's Ordinance when the merchandise being sold is limited to farm-produced products, baked goods, and/or merchandise such as handicraft and artwork created by the vendor, the sale of used items, collectible items, and antiques.

The Market Event Organizer is responsible for assuring that vendors only market approved products. The Event Organizer is responsible for annually notifying the Michigan Department of Agriculture and Rural Development of the dates for operation of the Market, if the Market will contain vendors selling farm-produced products and/or baked goods.

#### **6. Garage and Estate Sales on Private Residential Property:**

Garage and Estate Sales on private property in residential areas do not require operating permits. The display and sale of merchandise from a garage or estate sale must limited to private property, may not occupy public sidewalks or rights-of-way. Garage and Estate Sales are limited to a three (3) day duration. Any residential property is limited to no more than four (4) sale events per calendar year.

#### **Sec. 22-32. Special events and special events organization.**

- a) Special events organizations are those groups or organizations that are determined by resolution of the city council to be organized as such. The minimum criteria that the



special events organization shall meet prior to the approving resolution of the city council are:

- (1) The city council shall determine that the special event is in the public interest;
  - (2) The city council shall determine that the proposed vending during the special event is in the public interest;
  - (3) The special event organization may be a profit or nonprofit organization which the city council recognizes as a legal entity;
  - (4) The city council shall determine that the special event shall be organized as such for convenience and be necessary for the betterment of the general public;
  - (5) Any other criteria that the city council may wish to establish.
- b) Special event organizations are required to complete and submit an application to the city at least 30 days before the start of the special event.
  - c) The special event organization must provide proof of general liability insurance (amount to be determined by city's insurance agent) naming City of St. Ignace as additional insured.
  - d) The special event organization is required to reimburse all city expenses incurred as a result of the event. Reimbursements collected by the city shall be used to defray the cost of the special event.
  - e) Vendors who will be selling food, beverages, meats, fruits, vegetables and foodstuff are required to meet all local health department regulations.

**Sec. 22-35. Application.**

No permit will be issued unless through application on a form provided by the city.

**Sec. 22-37. Fees.**

The fees for peddler's licenses as required herein shall be as currently established or as hereafter adopted by resolution of the city council from time to time.

**Sec. 22-39. Exhibition of license.**

It shall be the duty of every person actively engaged in the business of peddler to carry his license on his person at all times, and to exhibit his license at the request of any citizen, and to allow such citizen a reasonable period of time in which to inspect such license.

**Sec. 22-40. Nontransferability.**

No license issued under the provisions of this chapter shall be used at any time by any person or business other than the person or business to whom it was issued.

**Sec. 22-41. Suspension and revocation of licenses.**

Any license granted under the terms of this chapter may be suspended by the chief of police, or revoked by the city council, for any of the following causes:

- (1) Fraud, misrepresentation, or false statement contained in the application for license;

- (2) Fraud, misrepresentation, or false statement made in the course of carrying on his business as peddler;
- (3) Any violation of this chapter;
- (4) Conviction of any crime or misdemeanor involving moral turpitude;
- (5) Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

**Sec. 22-42. Appeal.**

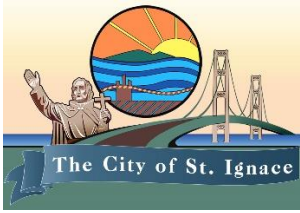
Any person aggrieved by the action of the chief of police or the city clerk in the denial of an application for license as provided in section 22-36, or in the decision with reference to the suspension or revocation of a license as provided in section 22-41, shall have the right to appeal to the city council. Such appeal shall be taken by filing with the council, within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The council shall set a time and place for a hearing on such appeal and ten days' notice of such hearing shall be given to the appellant. The decision and order of the council on such appeal shall be final and conclusive.

**Sec. 22-43. Expiration of license.**

All annual licenses issued under the provisions of this chapter shall expire on December 31 in the year in which issued. Licenses other than annual licenses shall expire on the date specified in the license.

**Sec. 22-44. Severability.**

If any section, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance, which shall be given effect without the invalid portion or application.



# City of St. Ignace

396 N State Street, St. Ignace, Michigan 49781

(906) 643-9671 • Fax (906) 643-9393 • [www.cityofstignace.com](http://www.cityofstignace.com)

## MOBILE FOOD VENDING APPLICATION

The City of St. Ignace Code of Ordinances requires that all mobile food vendors obtain a City license to operate on both private and public lands. Vending on City property is only permitted when part of an approved Special Event. After completing the information below, please return this form to: City Manager, City of St. Ignace, 396 N. State Street, St. Ignace, MI 49781

### Applicant Information

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_ Apartment/Unit # \_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State ZIP Code

Phone: \_\_\_\_\_ Email \_\_\_\_\_

### Vending Unit Information

Make & Model: \_\_\_\_\_ Name of Vending Unit: \_\_\_\_\_

Year: \_\_\_\_\_ Vehicle Identification Number (VIN): \_\_\_\_\_

License Plate: \_\_\_\_\_ Size of Unit: \_\_\_\_\_

Proposed hours of operation  
**(must be between 7:00am and 2:00am):** \_\_\_\_\_

Intended areas of operation  
**(include permission from private property owner(s)):** \_\_\_\_\_

Plans for electrical access & wastewater/trash disposal  
**(waste/wastewater/grease shall not be disposed of in City receptacles):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Parking Plan Review

Any mobile vending unit that will be parked on **private property** must include the following information. Parking requirements of Chapter 38, Article III "Parking and Loading Areas" of the Zoning Ordinance must be met for a mobile vending unit to be located on a site.

The following information must be provided on a dimensioned illustration that is included with this application for the request to be processed. Each item included shall either be checked or NA if not applicable.

<input type="checkbox"/>	A scaled illustration that includes all property line dimensions for the lot on which you are placing the mobile vending unit. The property line is where the public right-of-way or neighbor's property begins (not the curb)
<input type="checkbox"/>	Location of the mobile vending unit on the property in relation to existing buildings. Building entrances shall be identified.
<input type="checkbox"/>	All drives, parking areas, loading areas, fire lanes, and trash enclosures.
<input type="checkbox"/>	Sidewalks and/or how pedestrians are to safely access the mobile vending unit.

## General Application Requirements

**Please confirm that the following items have been included with your application**

<input type="checkbox"/>	If vending on <b>City property</b> , Certificate of General Liability Insurance required (minimum \$1 Million per occurrence) with City named as additional insured
<input type="checkbox"/>	If vending on <b>City property</b> , written permission from a Special Event Organizer and their contact information
<input type="checkbox"/>	If vending on <b>private property</b> , written permission from the property owner and their contact information
<input type="checkbox"/>	Copy of Health Department License or Application for Temporary Food Permit (provide permit once issued)
<input type="checkbox"/>	Copy of State issued photo ID for owner/applicant
<input type="checkbox"/>	Copy of Michigan Sales Tax License
<input type="checkbox"/>	Photograph of the mobile food vending unit
<input type="checkbox"/>	\$300.00 application fee

## Disclaimer and Signature

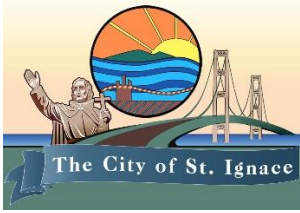
*As the applicant for a mobile food vending license, I hereby agree to comply with all requirements of the St. Ignace Code of Ordinances and County and State regulations. I confirm that all information that I have provided in this application is accurate to the best of my knowledge. I further authorize the City staff to enter the site for which application is made. I understand this license is personal and non-transferable. I also understand this license may be revoked by the City Manager.*

*I acknowledge that the City may be required from time to time to release records in its possession. I hereby give permission to the City to release any records or materials received by the City from myself as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.*

***I also** agree to INDEMNIFY AND HOLD the City of St. Ignace HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my mobile food vending and any associated travel and to reimburse them for any such expenses incurred. I have read, understand and agree.*

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner (if different): \_\_\_\_\_ Date: \_\_\_\_\_



# City of St. Ignace

396 N State Street, St. Ignace, Michigan 49781

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## MOBILE VENDING APPLICATION

The City of St. Ignace Code of Ordinances requires that all mobile vendors obtain a City license to operate on both private and public lands. Vending on City property is only permitted when part of an approved Special Event. After completing the information below, please return this form to: City Manager, City of St. Ignace, 396 N. State Street, St. Ignace, MI 49781

### Applicant Information

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apartment/Unit #  
\_\_\_\_\_  
City State ZIP Code

Phone: \_\_\_\_\_ Email \_\_\_\_\_

### Vending Unit Information

Make & Model: \_\_\_\_\_ Name of Vending Unit: \_\_\_\_\_

Year: \_\_\_\_\_ Vehicle Identification Number (VIN): \_\_\_\_\_

License Plate: \_\_\_\_\_ Size of Unit: \_\_\_\_\_

Proposed hours of operation  
**(must be between 7:00am and 2:00am):** \_\_\_\_\_

Intended areas of operation  
**(include permission from private property owner(s)):** \_\_\_\_\_

Plans for electrical access & waste disposal **(waste shall not be disposed of in City receptacles):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**General Application Requirements**

**Please confirm that the following items have been included with your application**

- If vending on **City property**, Certificate of General Liability Insurance required (minimum \$1 Million per occurrence) with City named as additional insured
- If vending on **City property**, written permission from a Special Event Organizer and their contact information
- If vending on **private property**, written permission from the property owner and their contact information
- Copy of any required Local/County/State permits (if applicable)
- Copy of State issued photo ID for owner/applicant
- Copy of Michigan Sales Tax License
- Photograph of the mobile vending unit
- \$200.00 application fee

**Disclaimer and Signature**

*As the applicant for a mobile vending license, I hereby agree to comply with all requirements of the St. Ignace Code of Ordinances and County and State regulations. I confirm that all information that I have provided in this application is accurate to the best of my knowledge. I further authorize the City staff to enter the site for which application is made. I understand this license is personal and non-transferable. I also understand this license may be revoked by the City Manager.*

*I acknowledge that the City may be required from time to time to release records in its possession. I hereby give permission to the City to release any records or materials received by the City from myself as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.*

***I also** agree to INDEMNIFY AND HOLD the City of St. Ignace HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my mobile vending and any associated travel and to reimburse them for any such expenses incurred. I have read, understand and agree.*

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner (if different): \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF ST. IGNACE  
RESOLUTION 23-07**

**A RESOLUTION TO APPROVE THE 2023 ARTS DOCKSIDE**

The following Resolution was offered for adoption by \_\_\_\_\_, supported by \_\_\_\_\_:

**WHEREAS:** The St. Ignace Business Association and the Arts Dockside Committee request permission to sponsor and conduct the “Arts Dockside 2023”; and

**WHEREAS:** This event requires the usage of the City Marina parking lot and lawns and public streets; and

**WHEREAS:** Chapter 22 of the City of St. Ignace Code, “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:** It is understood that there may be fees for certain services if provided by the City; and

**WHEREAS:** The St. Ignace City Council has determined that the St. Ignace Business Association does meet the criteria established in the various sections of Chapter 22; now therefore

**BE IT RESOLVED:** The St. Ignace City Council does approve Special Events status for Arts Dockside on September 1-3, 2023; now further

**BE IT RESOLVED:** The St. Ignace City Council does approve usage of the City Marina area and the easterly northbound lane of South State Street, between McCann Street on the South and Truckey Street on the North for this event on Friday, September 1, 2023 through Sunday, September 3, 2023.

**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, February 6, 2023, at 7:00 p.m.

sb

\_\_\_\_\_  
Andrea Insley, City Clerk/Treasurer

## 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.

<b>Event</b>		
Event Name: Arts Dockside - 46th Annual		
Describe the Event: Approximately 100 artists display and sell their hand-made arts and crafts at the St. Ignace Marina. This event has been held for the last 45 years over the Labor Day Weekend. The 46th Annual Arts Dockside is scheduled for Saturday & Sunday, September 2 & 3, 2023. Setup is scheduled for Friday, September 1, 2023.		
<b>Sponsoring Organization Information</b>		
Legal Business Name: St. Ignace Business Association		
Address: 180 N. State Street	City: St. Ignace	State/Zip: MI 49781
Mailing Address: 180 N. State Street	City: St. Ignace	State/Zip: MI 49781
Telephone: 906-298-0217	Email: saintignacevending@gmail.com	
Contact Name: Janet Peterson	Title: Organizer	
Telephone: 906-298-0217	Email: saintignacevending@gmail.com	
<b>Contact Person on Day of Event</b>		
Name: Janet Peterson	Title: Organizer	
Address: 740 Hazelton Street	City: St. Ignace	State/Zip: MI 49781
Telephone:	Cell: 906-298-0217	Email: saintignacevending@gmail.com
<b>Type of Event (Check one - See Special Events Policy for additional information)</b>		
<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	
<b>Event Information</b>		
Event Location(s): St. Ignace Marina		
Event Date(s): September 2 & 3, 2023		
Event Hours: Saturday - 9:00 am - 6:00 pm/Sunday - 9:00 am - 5:00 pm		
Estimated date/time for set up: Friday, September 1 - 8:00 am - 8:00 pm		
Estimated date/time for clean up: Sunday, September 3 - 5:00 pm - 8:00 pm		
Describe set up and clean up procedures (include specifically who will be taking care of trash): All vendors are responsible for their own trash. A trash receptacle will be provided on the dock for vendor use.		



Event Information (continued)

Estimated DAILY attendance: 1,200-1,500 per day - estimated

Describe crowd control plans for this event:

There has never been specific crowd control, nor has there ever been a need for crowd control.

Describe the Special Event's impact on adjacent commercial and residential property:

The event brings people to the downtown district throughout the Labor Day weekend to enjoy the show, our restaurants, and businesses. Many vendors purchase supplies from our downtown businesses during the event.

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

Describe sidewalk use:

Pedestrian use only to access the show area. Vendors are not located on the sidewalks.

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:

Cones are placed in the marina turn lane on Saturday and Sunday to slow traffic and allow marina patrons easy access to and from the marina during the show.

As done in 2022, a pedestrian crossing sign will be placed in the crosswalk at the corner of Spring and State Streets.

For safety and to slow traffic, cones are placed in the marina turn lane on Saturday and Sunday mornings (7 am) and removed both days when the event ends.

\* 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:

Arts Dockside uses the marina parking lot and grassy area south of the marina parking lot.

\* Parking lot(s) closed: Date/Time: **Friday, September 1 - 8:00 am**

\* Parking lot(s) re-open: Date/Time: **Sunday, September 3 - 8:00 pm**

What parking arrangements are proposed to accommodate attendance?

We do not provide parking. Vendors and visitors park in public spaces, parking lots, public parking behind downtown businesses, etc.

Will music be provided/included during the event?

YES

NO

Describe type of music proposed:

Live

Amplification

Recorded

Loudspeakers

Proposed time music will begin: **Saturday, September 2 - 9:00 am - 6:00 pm**

Proposed time music will end: **Sunday, September 3 - 9:00 am - 5:00 pm**

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

Marina Entrance - grassy area near the main entrance.

Describe noise control:

Noise level - minimal

**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="text"/>             |
| <input checked="" type="checkbox"/> Barricades    | Quantity: <input type="text" value="4-6"/> |
| <input checked="" type="checkbox"/> Traffic Cones | Quantity: <input type="text" value="50"/>  |
| <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 checked="" 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>                                      |

Vendors provide their own tents. Tents are typically 10'x10'. Some vendors have double (20'x10') or triple (30'x10') spaces.

**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:

Mackinac Animal Aid Association  
Hot Dogs, Chips, Pasties, Drinks  
CW Concessions  
BBQ Pork, Burgers, Breakfast Sandwiches, Fries, Slushies, Elephant Ears & Funnel  
Cakes, Drinks  
Nate's Best Kettle Corn  
Kettle Corn

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  
Marina outlets are used. The marina is reimbursed for electric use.

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.

Professionally constructed event signs are placed throughout town. No signs are placed at the marina.

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 organization's 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.

<b>Applicant Signature</b> <i>Janet Peterson</i>	<b>Date</b> 1/24/23
<b>Co-Applicant Signature</b>	<b>Date</b>
Complete this application 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.	Receipt Date <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>

music registration ↑ Marina Parking

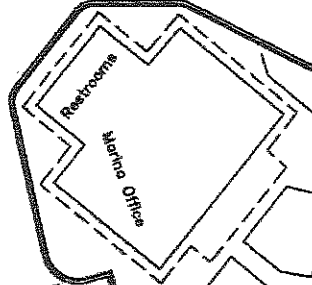
Marina Parking

SHORT RETAINING WALL

STATE STREET

Parking Lot Sites

CONCRETE SIDEWALK



RAMP

RIP-RAP

Food

Beach

STREET

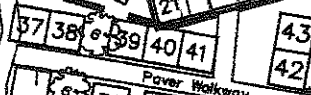
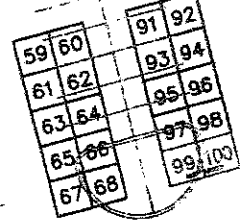
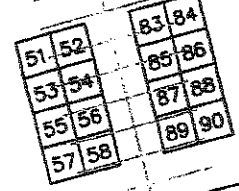
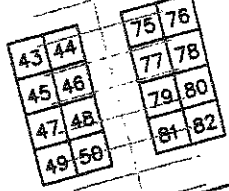
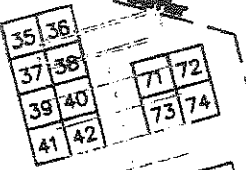
DRIVE ENTRANCE

STORE

DRIVE ENTRANCE

Southern Grass Sites

11x11 Grass Spaces



Map courtesy of:  
Neil Hill, P.S.  
Mackinac Country  
Land Surveys  
St. Ignace, MI

DRIVE

	<b>Bacco</b>		<b>Payne &amp; Dolan</b>		<b>Norris Contracting</b>		<b>Rieth-Riley</b>	
	Cost/Ton	Total Cost	Cost/Ton	Total Cost	Cost/Ton	Total Cost	Cost/Ton	Total Cost
South Marley	820	159 \$ 130,380.00	121 \$ 99,220.00	136.5 \$ 111,930.00	115 \$ 94,300.00			
Spring Street	220	187 \$ 41,140.00	146 \$ 32,120.00	156 \$ 34,320.00	175 \$ 38,500.00			
Mccann Street	200	188 \$ 37,600.00	146 \$ 29,200.00	156 \$ 31,200.00	190 \$ 38,000.00			
High Street	160	188 \$ 30,080.00	146 \$ 23,360.00	156 \$ 24,960.00	205 \$ 32,800.00			
Kelghtley Street	300	187 \$ 56,100.00	146 \$ 43,800.00	156 \$ 46,800.00	150 \$ 45,000.00			
Reagon Street	350	187 \$ 65,450.00	146 \$ 51,100.00	156 \$ 54,600.00	149 \$ 52,150.00			
Chambers Streets	220	187 \$ 41,140.00	146 \$ 32,120.00	156 \$ 34,320.00	171 \$ 37,620.00			
Truckey Street	550	187 \$ 102,850.00	146 \$ 80,300.00	150 \$ 82,500.00	133 \$ 73,150.00			
		<b>\$ 504,740.00</b>	<b>\$ 391,220.00</b>	<b>\$ 420,630.00</b>	<b>\$ 411,520.00</b>			

## Engineer's Opinion of Costs

Project Number: 2023-7	Project Engineer: Brian Olsen
Estimate Number: 1: HMA - 2", shoulders, Paint	Date Created: 11/29/2022
Project Type: Miscellaneous	Date Edited: 11/29/2022
Location: City of St. Ignace	Fed/State #:
Description: Chambers St. (Spring to McCann)	Fed Item:
	Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% Contingency	1.000	LSUM	\$3,250.00	\$3,250.00
0002	2040050	Pavt, Rem	1,200.000	Syd	\$5.00	\$6,000.00
0003	3070122	Shld, CI II, CIP	25.000	Cyd	\$60.00	\$1,500.00
0004	5010033	HMA, 13A	140.000	Ton	\$175.00	\$24,500.00
0005	8110023	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$35,750.00**

Major



## Engineer's Opinion of Costs

**Project Number:** 2023-8  
**Estimate Number:** 1: HMA Remove, HMA - 2", Shoulders, Paint  
**Project Type:** Resurfacing  
**Location:** City of St. Ignace  
**Description:** Truckey St (Chambers to Marley)

**Project Engineer:** Brian Olsen  
**Date Created:** 11/29/2022  
**Date Edited:** 11/29/2022  
**Fed/State #:**  
**Fed Item:**  
**Control Section:**

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% Contingency	1.000	LSUM	\$13,300.00	\$13,300.00
0002	2040050	Pavt, Rem	4,550.000	Syd	\$5.00	\$22,750.00
0003	2060005	Aggregate 22A	125.000	Cyd	\$60.00	\$7,500.00
0004	3070122	Shld, CI II, CIP	100.000	Cyd	\$60.00	\$6,000.00
0005	5010033	HMA, 13A	550.000	Ton	\$175.00	\$96,250.00
0006	8110023	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$146,300.00**

Major

## Engineer's Opinion of Costs

<b>Project Number:</b> 1	<b>Project Engineer:</b> Brian Olsen
<b>Estimate Number:</b> 1: HMA Paving scratch coat, 1.5" overlay, 3' Shoulders, Paint	<b>Date Created:</b> 11/28/2022
<b>Project Type:</b> Resurfacing	<b>Date Edited:</b> 11/29/2022
<b>Location:</b> City of St. Ignace	<b>Fed/State #:</b>
<b>Description:</b> South Marley (North of water tank south to Chambers St)	<b>Fed Item:</b>
	<b>Control Section:</b>

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% contingency	1.000	LSUM	\$15,200.00	\$15,200.00
0002	3070122	Shld, CI II, CIP	140.000	Cyd	\$60.00	\$8,400.00
0003	5010033	HMA, 13A	820.000	Ton	\$175.00	\$143,500.00
0004	8110126	Pavt Mrkg, Regular Dry, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$167,600.00**

Local

## Engineer's Opinion of Costs

**Project Number:** 2023-2  
**Estimate Number:** 1: HMA Surface remove, HMA Paving -2", paint Resurfacing  
**Project Type:**  
**Location:** City of St. Ignace  
**Description:** Spring Street (State St to Church)

**Project Engineer:** Brian Olsen  
**Date Created:** 11/28/2022  
**Date Edited:** 11/29/2022  
**Fed/State #:**  
**Fed Item:**  
**Control Section:**

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% Contengency	1.000	LSUM	\$4,860.00	\$4,860.00
0002	5010005	HMA Surface, Rem	1,920.000	Syd	\$5.00	\$9,600.00
0003	5010032	HMA, 4C	220.000	Ton	\$175.00	\$38,500.00
0004	8110126	Pavt Mrkg, Regular Dry, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$53,460.00**

Major

## Engineer's Opinion of Costs

<b>Project Number:</b> 2023-3 McCann	<b>Project Engineer:</b> Brian Olsen
<b>Estimate Number:</b> 1: HMA Remove. HMA - 2", shoulders, Paint Resurfacing	<b>Date Created:</b> 11/28/2022
<b>Project Type:</b>	<b>Date Edited:</b> 11/29/2022
<b>Location:</b> City of St. Ignace	<b>Fed/State #:</b>
<b>Description:</b> McCann (S State to Church)	<b>Fed Item:</b>
	<b>Control Section:</b>

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% Contengency	1.000	LSUM	\$4,565.00	\$4,565.00
0002	2040050	Pavt, Rem	1,670.000	Syd	\$5.00	\$8,350.00
0003	3070122	Shld, CI II, CIP	30.000	Cyd	\$60.00	\$1,800.00
0004	5010033	HMA, 13A	200.000	Ton	\$175.00	\$35,000.00
0005	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$50,215.00**

Major

## Engineer's Opinion of Costs

**Project Number:** 2023-4  
**Estimate Number:** 1: HMA Remove, HMA-2", Shoulders, paint  
**Project Type:** Resurfacing  
**Location:** City of St. Ignace  
**Description:** High St (Church to S. State)

**Project Engineer:** Brian Olsen  
**Date Created:** 11/28/2022  
**Date Edited:** 11/29/2022  
**Fed/State #:**  
**Fed Item:**  
**Control Section:**

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% Contengency	1.000	LSUM	\$3,500.00	\$3,500.00
0002	2040050	Pavt, Rem	940.000	Syd	\$5.00	\$4,700.00
0003	3070122	Shld, CI II, CIP	30.000	Cyd	\$60.00	\$1,800.00
0004	5010033	HMA, 13A	160.000	Ton	\$175.00	\$28,000.00
0005	8110126	Pavt Mrkg, Regular Dry, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$38,500.00**

Local

## Engineer's Opinion of Costs

<b>Project Number:</b> 2023-5 Keightley	<b>Project Engineer:</b> Brian Olsen
<b>Estimate Number:</b> 1: HMA Remove, HMA-2", shoulders, Paint Resurfacing	<b>Date Created:</b> 11/28/2022
<b>Project Type:</b>	<b>Date Edited:</b> 11/29/2022
<b>Location:</b> City of St. Ignace	<b>Fed/State #:</b>
<b>Description:</b> Keightley (S State to 750' West)	<b>Fed Item:</b>
	<b>Control Section:</b>

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10%Contengency	1.000	LSUM	\$6,905.00	\$6,905.00
0002	2040050	Pavt, Rem	2,670.000	Syd	\$5.00	\$13,350.00
0003	3070122	Shld, CI II, CIP	45.000	Cyd	\$60.00	\$2,700.00
0004	5010033	HMA, 13A	300.000	Ton	\$175.00	\$52,500.00
0005	8110126	Pavt Mrkg, Regular Dry, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$75,955.00**

Local

## Engineer's Opinion of Costs

**Project Number:** 2023-6 Reagon  
**Estimate Number:** 1: HMA Remove, MHA - 2", Shoulders, Paint  
**Project Type:** Resurfacing  
**Location:** City of St. Ignace  
**Description:** Reagon (State St to Ojibwa)

**Project Engineer:** Brian Olsen  
**Date Created:** 11/28/2022  
**Date Edited:** 11/29/2022  
**Fed/State #:**  
**Fed Item:**  
**Control Section:**

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1027051	_ 10% Contengency	1.000	LSUM	\$8,015.00	\$8,015.00
0002	2040050	Pavt, Rem	3,080.000	Syd	\$5.00	\$15,400.00
0003	3070122	Shld, CI II, CIP	50.000	Cyd	\$60.00	\$3,000.00
0004	5010033	HMA, 13A	350.000	Ton	\$175.00	\$61,250.00
0005	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	1.000	Ft	\$500.00	\$500.00

**Estimate Total: \$88,165.00**

Major

**CITY OF ST. IGNACE  
RESOLUTION 23-08**

**A RESOLUTION TO AUTHORIZE BALLOT PROPOSAL TO RENEW MILLAGE FOR STREET  
RECONSTRUCTION**

At a Regular Meeting of the City Council of the City of St. Ignace, County of Mackinac, Michigan (the "City"), held on Monday, February 6, 2023, at 7:00 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered for adoption by \_\_\_\_\_, supported by \_\_\_\_\_ :

**WHEREAS:** The residents of the City of St. Ignace deserve streets that are maintained in optimal condition; and

**WHEREAS:** The City has the duty to maintain and re-construct necessary City public roadways; and

**WHEREAS:** The City is responsible for the cost of local roadway repairs and reconstruction; and

**WHEREAS:** The City's current, voted Street Millage expires on December 31<sup>st</sup>, 2023; and

**WHEREAS:** The City must continue to raise the revenues that would sustain the proper repair and reconstruction of streets and roadways; and

**WHEREAS:** The City desires to renew its existing millage at the same rate and duration of 1.50 mills for ten (10) years; and

**WHEREAS:** The City has determined this renewal is in the best interest of the public health, safety, and welfare of the City and its residents; now therefore

**BE IT RESOLVED:** The St. Ignace City Council does hereby approve the ballot language attached hereto as Exhibit A to be submitted to the qualified electors of the City of St. Ignace at the August 8, 2023 election; now further

**BE IT RESOLVED:** The St. Ignace City Clerk is hereby directed to take the steps necessary and perform all tasks to provide for the election specified in this Resolution, which election shall be conducted in the same manner as elections are required to be conducted in the City under the provisions of Michigan Election Law; now further

**BE IT RESOLVED:** The St. Ignace City Clerk is hereby authorized and directed to submit this resolution and ballot language to the Mackinac County Clerk so that the



**CITY OF ST. IGNACE  
RESOLUTION 23-08**

ballot proposition may be approved and included at the August 8, 2023 election; now further

**BE IT RESOLVED:** All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby repealed.

**Roll Call Vote:**

Yes:

No:

Absent:

Resolution declared

I hereby certify that the above Resolution and attachment are true copies of a Resolution and attachment presented to the St. Ignace City Council for adoption at a regular meeting held Monday, February 6, 2023, at 7:00 p.m., and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept or will have been made available as required by said Act.

sb

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Andrea Insley, City Clerk/Treasurer

CITY OF ST. IGNACE  
STREET MILLAGE PROPOSAL

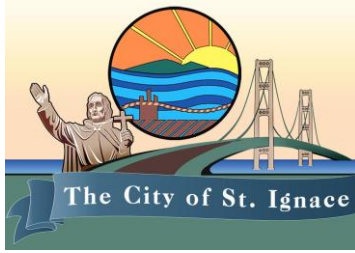
EXHIBIT A

Shall the previously voted millage to fund the cost of City roadway reconstruction in the City be renewed at an amount of up to 1.5 mills (\$1.50 per thousand dollars of taxable value) for a period of 10 years (2024 through 2034) and shall the City be authorized to levy this millage on all taxable property in the City raising an estimated \$136,500.00 in the first year of the levy?

(To the extent required by law, a portion of the tax levy will be captured by the Downtown Development Authority of the City of St. Ignace)

Yes

No



# City of St. Ignace, MI

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

## Staff Report

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**Agenda Date:** \_\_\_\_\_

**Presenter:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**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:**

**BACKGROUND:**

**FISCAL EFFECT:**

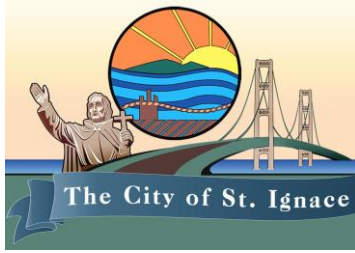
**SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:**

02/02/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE  
 PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	2023		YTD BALANCE 02/28/2023	% BDGT USED
		ORIGINAL BUDGET	2023 AMENDED BUDGET		
Fund 101 - GENERAL FUND					
Expenditures					
Dept 301 - POLICE					
101-301-705.000	CHIEF'S SALARY	60,000.00	60,000.00	0.00	0.00
101-301-706.000	WAGES	240,000.00	240,000.00	21,779.41	9.07
101-301-707.000	WAGES, TEMPORARY	16,000.00	16,000.00	0.00	0.00
101-301-715.000	SOCIAL SECURITY	22,000.00	22,000.00	1,652.77	7.51
101-301-716.000	HEALTH FRINGES	31,000.00	31,000.00	1,305.35	4.21
101-301-716.001	SELF FUNDING HEALTH PREIMUM	5,500.00	5,500.00	0.00	0.00
101-301-717.000	LIFE INS	1,150.00	1,150.00	57.78	5.02
101-301-718.000	RETIREMENT	120,000.00	120,000.00	1,390.43	1.16
101-301-719.000	MERS 457	1,200.00	1,200.00	88.66	7.39
101-301-721.000	MESC	1,500.00	1,500.00	162.26	10.82
101-301-725.000	WORKMAN'S COMP	7,750.00	7,750.00	529.65	6.83
101-301-750.000	OPERATING SUPPLIES	4,000.00	4,000.00	317.00	7.93
101-301-755.000	UNIFORMS	3,000.00	3,000.00	0.00	0.00
101-301-759.000	GAS & OIL	9,500.00	9,500.00	0.00	0.00
101-301-818.000	CONTRACTED SERV	6,000.00	6,000.00	0.00	0.00
101-301-830.000	INVESTIGATIONS, POL	200.00	200.00	0.00	0.00
101-301-853.000	COMMUNICATIONS	3,000.00	3,000.00	61.81	2.06
101-301-873.000	TRAVEL	1,100.00	1,100.00	0.00	0.00
101-301-900.000	PRINT & PUBLISH	700.00	700.00	0.00	0.00
101-301-930.001	VEHICLE MAINT	6,000.00	6,000.00	0.00	0.00
101-301-932.000	EQUIPMENT REPAIRS & MAINT	3,000.00	3,000.00	0.00	0.00
101-301-935.000	PROPERTY LIABILITY INS	9,700.00	9,700.00	4,687.52	48.32
101-301-958.000	MEMBERSHIP & DUES	300.00	300.00	75.00	25.00
101-301-960.000	ED & TRAIN	3,000.00	3,000.00	0.00	0.00
101-301-961.000	IN-HOUSE TRAINING, POL 302 FUND	1,500.00	1,500.00	0.00	0.00
101-301-983.000	VEHICLE LEASE POLICE	24,926.00	24,926.00	2,135.44	8.57
Total Dept 301 - POLICE		582,026.00	582,026.00	34,243.08	5.88
TOTAL EXPENDITURES					
		582,026.00	582,026.00	34,243.08	5.88
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		582,026.00	582,026.00	34,243.08	5.88
NET OF REVENUES & EXPENDITURES		(582,026.00)	(582,026.00)	(34,243.08)	5.88



# City of St. Ignace, MI

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

## Staff Report

**Agenda Date:** \_\_\_\_\_

**Presenter:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**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:**

**BACKGROUND:**

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:**

**Invoices for Approval**  
**Monday, February 6, 2023**

2x4 Construction	Boardwalk Construction	\$4,980.00
2x4 Construction	Boardwalk-Connor Park Section	\$5,010.00
Arrow Signs	Boardwalk Brochure Artwork	\$45.00
BAM Tools	DPW-Wrench Extender	\$50.00
Belonga Plumbing & Heating	WTR/WWTR Parts	\$20.16
Charles J. Palmer, P.C.	January 2023 Statement	\$5,649.50
ETNA	Water Meters	\$2,670.00
George's Auto Parts	DPW-Big Trailer New Tires	\$300.00
George's Body Shop Inc.	Vehicle Damage Repair	\$502.18
Grainger	Uniform Boots (3) per Contract	\$562.63
ICMA	City Manager Job Posting	\$450.00
Mackinac County Treasurer	SAFA Deposit Slips	\$55.31
Mackinac Sales	DPW-Plow Pin and Frame	\$253.86
Mark & Sons Plumbing & Heating	WTR Plant Boiler Repair	\$342.07
Meyer Ace Hardware	January 2023 Statement	\$1,306.80
MI Assoc of Municipal Clerks	2023 Membership A Insley/S Cece/K Labinski	\$225.00
MI Municipal League	City Manager Job Posting	\$150.00
MISSDIG 811	2023 Membership Fee/Annual Maintenance	\$1,355.26
NetExpress	Plant Key Card System Repair	\$112.50
NMCOA	B. Olsen Annual Membership Slip w/Moran Twp	\$50.00
Paragon Laboratories	WTR Plant Lab Testing	\$223.40
Quill	CHALL-Tape/Copy Paper	\$210.87
St. Ignace Auto	January 2023 Statement	\$766.56
The St. Ignace News	January 2023 Statement	\$208.60
WM LampTracker	WTR Plant - Mercury-1 Gallon Bucket	\$109.00
Wonderland Tire Company	T-38 Tires	\$1,574.44
Xylem	WWTR Sampler Repair	\$297.03
		<b>\$27,480.17</b>

Finance & Negotiations Committee

2-1-23

1:00pm

City Council Chambers

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

Others Present: City Clerk-Treasurer Andrea Insley, Assistant to the City Manager Stephanie Baar, DDA Director Scott Marshall, Interim Police Chief Allen Mitchell, Kevin James (via Zoom)

Meeting called to order at 1:00 pm

**Police Chief Contract:**

The committee discussed the draft employment contract with Mr. James. He requested that the beginning salary be \$67,500 in 2023 and \$70,000 in 2024, and that family health coverage begin immediately. He inquired about paid holidays and whether the City would pay for costs related to becoming MCOLES certified. In response, the Committee proposed a salary of \$60,000 (pro-rated) for 2023 and \$62,000 for 2024 with immediate family health coverage. It was the consensus of the Committee that all costs associated with the required certifications be the responsibility of Mr. James. The proposed changes will be sent to Mr. James for review.

The MCOLES testing dates are March 10<sup>th</sup> and 11<sup>th</sup>, the Committee agreed to require that certification be obtained by April 1<sup>st</sup> and that he would not become a City employee until it's completed.

**Police Union Contract Language:**

*Vacation buy-out:* Vacation buy-out was included in the previous POLC Union contract, but is not in the current FOP Union contract. It has been discussed including it back in, as officers are very limited in their ability to take vacation due to staffing levels. The City will check with the FOP Union Rep to see if this was intentionally negotiated out, or if it was inadvertently omitted.

*Assumption of Chief Duties:* When Sgt. Mitchell was appointed as Interim Chief there was discussion with former Manager Long regarding an associated pay increase. The current FOP Union contract does not specify what the pay should be for an Interim Chief. The Committee agrees recommending that Sgt. Mitchell receive a pay increase to \$28/hr retroactively for his time worked as Interim Chief, and until such time the Chief position is occupied. The pay rate of \$28/hr is in-line with what former Chief Brown was being compensated. ( $\$60,000 / 26pp / 80h = \$28.85$ )

**Marina Temporary Support Staff:**

Marina Director Joe Stearns has hired former Director Tim Matelski to assist him with winter maintenance operations at the Marina docks. Mr. Matelski has prior technical expertise with the bubbler system at the Marina, and it would be difficult to find someone else with the same knowledge at a comparable rate. The committee agrees to recommend approving his temporary support at the Marina at a rate of \$25/hr for 90 days.

**Staff Vacancies/Organizational Needs:**

Ms. Baar recommended that the City hire an Organizational Consultant to assess the needs in operations, staffing, services, etc. and make recommendations to improve efficiency. There have been many recent staffing changes and transfer of duties. A clear structure for job descriptions and duties is not established, and when vacancies occur there's usually some shifting to ensure duties don't go

undone. An organizational consultant could help to better understand where duties can most efficiently lie and whether some services would be better done outsourced.

The Committee agreed it would be beneficial and, although timing is poor, it may be more appropriate to wait until a City Manager is appointed to participate.

Ms. Baar's position will be vacant beginning March 25<sup>th</sup>. The Committee would like to hold off on filling the position until a City Manager is hired.

**Other Items of Discussion:**

Mr. Gustafson suggested submitting a request to the Sault Tribe for assistance with funding the new Sutphen fire truck. A request will be submitted in letter form, similar to what was done with the County.

*T. Brown Request:* The request from Tony Brown for the City to pay fees for attorney services Mr. Brown received for his employment contract was raised at the previous City Council meeting. An invoice was received for attorney services related to his separation agreement, but those costs were never agreed to be paid by the City. Ms. Baar discussed the issue with Attorney Palmer, who was unaware of any invoices or agreement to pay such for his employment contract signed in early 2022. Mr. Palmer also asked former Manager Long about the issue, and Mr. Long stated there was never a promise to pay attorney fees. Ms. Baar searched Mr. Long's former e-mail inbox for any related messages or invoices, and saw none. There is no record of any promise or agreement to pay his attorney fees, and no invoices were ever received regarding his contract that we are aware of.

*Interim Management Team:* A temporary pay increase for the Interim City Management Team had been raised at a previous meeting. It was the consensus of the Committee to recommend that each employee of the team receive additional pay of \$125/week for the duration of the appointment.

Meeting adjourned at 3:17pm

sb/adi



Streets Committee      1-25-23      10:00 am      City Council Chambers

Present: Willie LaLonde, Robert St. Louis, Bill Fraser, Brian Olsen, and Scott Marshall

Absent: Bryce Tracy, Paul Fullerton, Steven Paquin

Staff Present: Assistant to the City Manager Stephanie Baar

Meeting was called to order at 10:03 a.m.

Bid requests for the 2023 Street Paving Projects were out for about 3 weeks, and 4 bids were received. Payne and Dolan were the low bidder at \$391,220. The cost is less than we budgeted for, but there will be additional costs as DPW will be doing about a week's worth of prep work. The work will be done in the Spring.

The DDA takes in TIF money to repair streets in the downtown district, and agreed to contribute \$75,000 to this year's project.

Neighboring home & business owners will be notified of the work once we know dates.

Other projects to be considered for work: 2<sup>nd</sup> street and the area around City Hall.

We are still trying to obtain funding for the Water & Sewer Infrastructure project that will see many street repairs in conjunction. We should hear back around June on whether or not our application will be funded. If not, we will keep submitting.

The committee agrees to recommend accepting Payne & Dolan's bid to the Council. Bid approval and ballot language approval will be on the February 6<sup>th</sup> council agenda. The ballot language can then be sent in to be on the ballot in August's election.

The next meeting will be held on Wednesday, April 12<sup>th</sup> at 10:00am.

Meeting adjourned at 10:33 a.m.