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Topic: City Council Meeting Time: Apr 18, 2022 07:00 PM Eastern Time (US and Canada)

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Meeting ID: 892 7092 6566

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# **CITY COUNCIL MEETING**

St. Ignace, Michigan Monday, April 18, 2022 – 7:00 p.m. City Council Chambers/Virtual Hybrid Attendance Meeting Zoom Meeting ID: 892 7092 6566

# \*\*\*\*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 April 04, 2022
- 8) Old Business
- 9) New Business
  - A. My Flight Helicopter Tours Presentation—Favorite Dock Platform
  - B. Zoning Code Amendments
  - C. Special Event Resolution—Trek the Mighty Mac 2022
  - D. Resolution—Cloverland Easement
  - E. PD Weapons Upgrade & Budget Amendment
  - F. Ferry Lane Soil Borings
  - G. Water/Waster GIS Mapping Device Purchase
  - H. Planning Commission Appointment
  - I. Financials
- 10) Consideration of Bills
- 11) Public Comment Regarding Non-Agenda Items (3-minute limit)
- 12) City Manager's Report
- 13) Committee Reports
  - A. SAEMS Minutes
  - B. Dock 3
  - C. Finance Committee
- 14) Council Member Comments

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# City of St. Ignace Council Proceedings (Unofficial)

A Regular Meeting of the St. Ignace City Council was held on Monday, April 4, 2022, in the City Hall Council Chambers as a hybrid attendance meeting with Zoom video conference available. The meeting was called to order at 7:00 p.m. by Mayor LaLonde, followed by the Pledge of Allegiance. Councilmember Williford gave the invocation.

**PRESENT FROM CITY COUNCIL:** Councilmembers Clapperton (via Zoom), Cronan, Mayor LaLonde, Councilmember Pelter, Mayor Pro-Tem St. Louis and Councilmember Williford.

# **ABSENT:** Councilmember Fullerton.

It was moved by Councilmember Cronan, seconded by Mayor Pro-Tem St. Louis, to excuse Councilmember Fullerton from the meeting due to being out of town. Motion carried unanimously.

**STAFF PRESENT:** Darcy Long, City Manager; Andrea Insley, City Clerk/Treasurer; Stephanie Baar, Assistant to the City Manager; Charles Palmer, City Attorney; Kurt Ney, Golf Course Manager; Scott Marshall, DDA Director; Tony Brown, Police Chief.

# ADDITIONS TO THE AGENDA

Mayor LaLonde – Appointments to Zoning Board of Appeals. Mayor LaLonde – Meeting Date Change.

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

No public comment was received.

# CONSIDERATION OF MINUTES OF THE MARCH 21, 2022 REGULAR COUNCIL MEETING:

It was moved by Councilmember Pelter, seconded by Mayor Pro-Tem St. Louis, to approve the minutes from the March 21, 2022, Regular Council meeting, as presented.

# **Roll Call Vote**

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

No: None.

Motion carried unanimously.

# **OLD BUSINESS**

# A. GOLF COURSE MOWER REPAIR & BUDGET AMENDMENT

Golf Course Manager Kurt Ney informed Council that a budget amendment will be necessary to cover the extensive repairs on the '2006 fairway mower. After some discussion regarding available funds, Manager Ney noted the total cost of the repair will be \$13,625.92, payable in three installments. Council requested that future amendments be brought to the Finance Committee for consideration.

It was moved by Councilmember Pelter, seconded by Councilmember Cronan, to approve a budget amendment of \$15,000 from the Golf Course fund balance for the repair expense.

# **Roll Call Vote**

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

No: None.

Motion carried unanimously.

# **NEW BUSINESS**

# A. FIRE DEPARTMENT HOSE PURCHASE

City Manager Long requested Council's approval to purchase additional hose for the ladder truck using the Sault Tribe 2% contribution.

It was moved by Councilmember Pelter, seconded by Mayor Pro-Tem St. Louis, to approve the purchase of additional hose from Pomasl for \$2,856 using the Sault Tribe 2% contributions.

# Roll Call Vote:

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

No: None.

Motion carried unanimously.

# B. IRON BELLE CORRIDOR PRESENTATION

Quincy Ranville, Director of the St. Ignace Visitors Bureau, and DDA Director Marshall gave a presentation on plans for the Iron Belle Corridor to run from the Welcome Center to Little Bear East Arena.

# C. SPECIAL EVENT RESOLUTION ST. IGNACE TRUCK SHOW 2022

# Resolution

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

**WHEREAS**, St. Ignace Visitors Bureau requests permission to conduct the "26<sup>th</sup> Annual Richard Crane Memorial Truck Show" and;

**WHEREAS**, Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, requires certain criteria be met by St. Ignace Visitors Bureau, to comply with the "Special Events" requirements of the City, and;

**WHEREAS**, St. Ignace Visitors Bureau has agreed to provide the City Council with all of the information required by Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, and

WHEREAS, it is understood that there may be fees for certain services provided by the City; 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 Events status; and

**THEREFORE, BE IT RESOLVED** that the City Council has determined that St. Ignace Visitors Bureau, has agreed to meet the criteria established in the various sections of Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, within the time frame established in said Chapter 22, and

**FURTHER BE IT RESOLVED** that the City Council does approve St. Ignace Visitors Bureau to be a "Special Events Organization", and approves the use of the various public properties within the City limits for this event on the days of Thursday, September 15 through Sunday, September 18, 2022, and further grants St. Ignace Visitors Bureau the authority to control vending approved by the City during the event. The City of St. Ignace does not financially participate in the "Annual Richard Crane Memorial Truck Show", and

**FURTHER BE IT RESOLVED** that the City does approve street closures, subject to compliance with the City and MDOT rules and regulations, and the use of the following areas and dates:

26<sup>th</sup> Annual Richard Crane Memorial Truck Show– September 15, 16, 17, 18, 2022 at Little Bear East Community Center and parking lots.

Music provided on Saturday, September 17, from 10 a.m. to 4 p.m. at Little Bear East Community Center.

The Truck Show will close:

- Little Bear East parking lots Wednesday, September 14 at 5 p.m. to Sunday, September 18 at 12 p.m.
- Ojibwa Trail, from Marquette to Glashaw, Friday, September 16, at 12 p.m. to Saturday, September 17, at dusk (not including Museum parking area); and
- State Street, from Truckey to Marquette, Friday, September 16, at 12 p.m. to 4 p.m., and
- State Street, from Church to Marquette, Friday September 16, at 4 p.m. to Saturday, September 17, at dusk.

# Roll Call Vote:

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

No: None.

Absent: Councilmember Fullerton. Resolution declared Adopted.

# D. SPECIAL EVENT RESOLUTION TRACTOR SHOW 2022

# Resolution

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

**WHEREAS**, St. Ignace Visitors Bureau requests permission to conduct the "Antique Tractor Show & Crossing" and;

**WHEREAS**, Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, requires certain criteria be met by St. Ignace Visitors Bureau, to comply with the "Special Events" requirements of the City, and;

**WHEREAS**, St. Ignace Visitors Bureau has agreed to provide the City Council with all of the information required by Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, and

**WHEREAS**, it is understood that there may be fees for certain services provided by the City; 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 Events status; and

**THEREFORE, BE IT RESOLVED** that the City Council has determined that St. Ignace Visitors Bureau, has agreed to meet the criteria established in the various sections of Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, within the time frame established in said Chapter 22, and

**FURTHER BE IT RESOLVED** that the City Council does approve St. Ignace Visitors Bureau to be a "Special Events Organization", and approves the use of the various public properties within the City limits for this event on the days of Friday, September 9 through Sunday, September 11, 2022, and further grants St. Ignace Visitors Bureau the authority to control vending approved by the City during the event. The City of St. Ignace does not financially participate in the "Antique Tractor Show & Crossing", and

**FURTHER BE IT RESOLVED** that the City does approve street closures, subject to compliance with the City and MDOT rules and regulations, and the use of the following areas and dates:

Antique Tractor Show & Crossing– September 9, 10, 11, 2022, at Little Bear East Community Center and parking lots.

The Tractor Show will close:

- Little Bear East parking lots Friday, September 9th at 7 a.m. to Sunday, September 11th at 12 p.m.
- Ojibwa Trail, from Marquette to Glashaw, Friday, September 9th, at 7 a.m. to Saturday, September 10th, at 5 p.m. (not including Museum parking area).

# Roll Call Vote:

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

No: None.

Absent: Councilmember Fullerton.

Resolution declared Adopted.

# E. APPROVAL OF ELECTION INSPECTORS FOR MAY 3RD ELECTION

The Election Commission presented Council with the following for the May 3<sup>rd</sup> Special Election: Election Board - Laurie Steiner, Renee Vonderwerth, Donna Lalonde, Sherry Cece and Helen Thibault.

Receiving Board – Renee Vonderwerth and Donna LaLonde.

It was moved by Councilmember Pelter, seconded by Councilmember Cronan, to approve both the Election Board and Receiving Board for the May 3<sup>rd</sup> Special Election, as presented.

# Roll Call Vote:

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

No: None.

Motion carried unanimously.

# ADDITIONS TO THE AGENDA

# Mayor LaLonde – Appointments to the Zoning Board of Appeals.

Mayor LaLonde appointed Clyde Hart and Tom Tarnutzer as alternates to the Zoning Board of Appeals. It was moved by Councilmember Williford, seconded by Councilmember Cronan, to approve the appointments.

# Roll Call Vote:

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

No: None. Motion carried unanimously.

# Mayor LaLonde – Change Date of Council Meeting.

Mayor LaLonde corrected the date for the next Regular Council meeting from April 19<sup>th</sup> to Monday, April 18, 2022. It was moved by Councilmember Clapperton, seconded by Councilmember Cronan to approve the correction to the 2022 resolution.

# Roll Call Vote:

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

No: None.

Motion carried unanimously.

# CONSIDERATION OF BILLS

It was moved by Councilmember Pelter, seconded by Mayor Pro-Tem St. Louis, to approve paying the bills in the amount of \$12,646.70.

ANDREA INSLEY/PETTY CASH B C PIZZA	55.94 46.00
BELONGA'S PLUMBING AND	115.97
GRAINGER INC	98.01
HACH COMPANY	28.55
HD SUPPLY FACILITIES	173.70
	142.24
MICHAEL RICHARD LAMB	50.00
MY-LOR INC	75.90
NCL OF WISCONSIN INC 2,3	392.85
NORTHERN REEL GRINDING 1,9	907.65
NORTHERN SHIRT COMPANY, 1,4	499.00
OSCAR W LARSON	500.00

PITNEY BOWES INC		113.04
POMASL FIRE EQUIPMENT		3,133.18
POWER PLAN		1,132.23
STRAITS BUILDING CENTER		280.03
VANTON PUMP CO		902.41
	Grand Total:	\$12,646.70

# Roll Call Vote

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

No: None. Motion carried unanimously.

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

Public comment was received regarding the City's FOIA process and the time clock used in public comment. Two candidates running for State representative seats introduced themselves and Betsy Dayrell-Hart announced the Planning Commission's upcoming Public Hearing and regular meeting on Tuesday, April 12<sup>th</sup> at 6:00 p.m.

# **CITY MANAGER'S REPORT**

City Manager Long reviewed recent City business with Council regarding the American Rescue Plan Act (ARPA) reporting, recent zoning and building inquiries, the State Revolving Fund process for upcoming projects and recent announcements from the State of Michigan.

## **COMMITTEE REPORTS**

No committee reports were discussed.

### **COUNCILMEMBER COMMENTS**

Mayor LaLonde responded to resident concerns regarding the time clock used in public comment.

There being no further business, the meeting adjourned at 7:58 p.m.

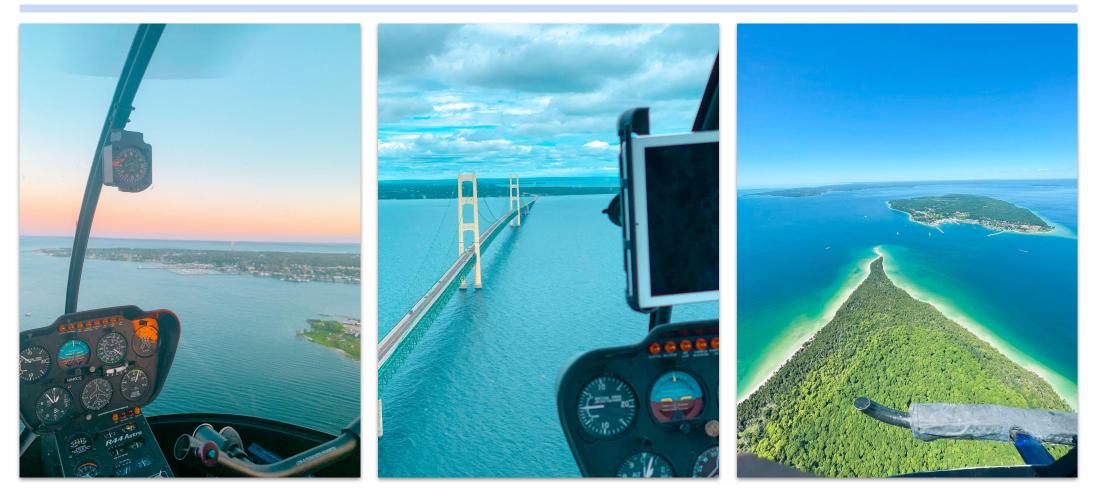
William LaLonde, Mayor

Andrea Insley, City Clerk/Treasurer





**Floating Dock** St. Ignace, Michigan



# Location



 Floating dock located North of the Dollar General.

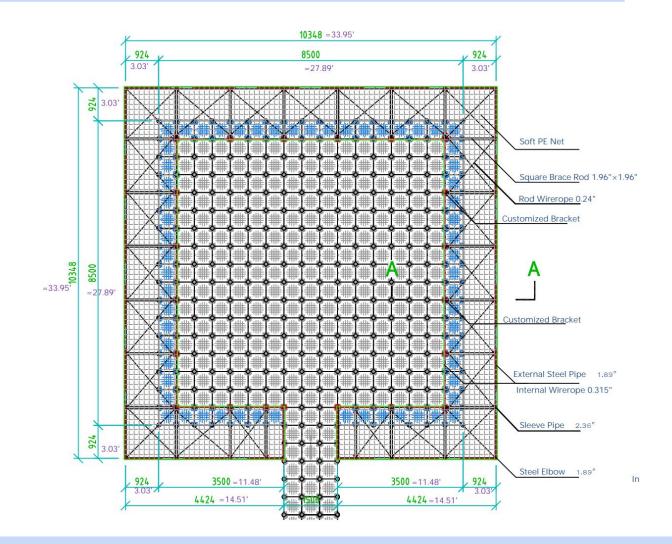
 Parking in Lot East of the Secretary of State.



# Floating Dock



- 28' x 28' floating barge with 4' protective perimeter netting.
- Interlocking modular blocks allow for maximum stability and design flexibility.

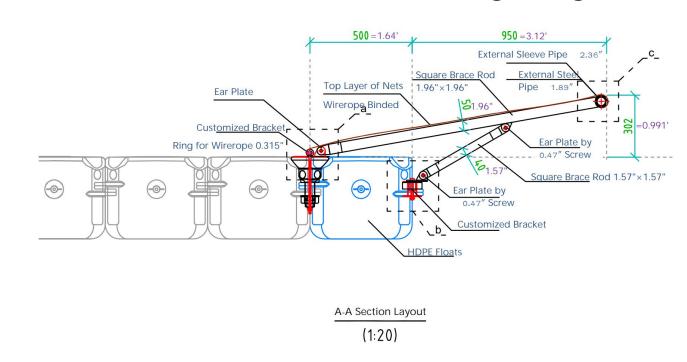


# **Floating Barge**

St. Ignace, Michigan

**Protective Netting Design** 

- 28' x 28' floating barge with 4' protective perimeter netting.
- Interlocking modular blocks allow for maximum stability and design flexibility.



# **Floating Barge**



- 28' x 28' floating barge with 4' protective perimeter netting.
- Interlocking modular blocks allow for maximum stability and design flexibility.



# **Fireworks Platform**



 Floating barge can be repositioned for firework launching.

 Safer and a better viewing angle for event goers on the ground.





# City of St. Ignace, MI

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

# Staff Report

Agenda Date: April 18, 2022	Presenter: Betsy Dayrell-Hart	$ \longrightarrow $	$\overline{\Lambda}$
Department: Planning Commission	Darcy Long, City Manager:	67	4
	material must be approved by the Ci te by 4:00 PM the Thursday prior to		

# AGENDA ITEM TITLE: Zoning Code Amendments

### **BACKGROUND:**

In March, the Council saw a report from the Planning Commission regarding proposed changes to the Zoning Ordinance. The changes seek to make it clearer that people cannot reside/camp in temporary shelters or recreational vehicles on otherwise vacant property or on City-owned property. A public hearing was held on April 12th, and the Planning Commission voted to recommend the amendments to Council as presented.

### FISCAL EFFECT:

N/A

#### **SUPPORTING DOCUMENTATION:**

See attached proposed amendment.

### **RECOMMENDATION:**

Recommended that the Council adopt the amendment as presented.

## add to definitions

*Recreational vehicle* means a new or used vehicle that has its own motive power or is towed by a motor vehicle; is primarily designed to provide temporary living quarters for recreational, camping, travel, or seasonal use; complies with all applicable federal vehicle regulations; and does not require a special highway movement permit under section 719a to be operated or towed on a street or highway. The term includes, but is not limited to, a motor home, travel trailer, park model trailer that does not require a special highway movement permit under section 719a, or pickup camper.

*Temporary shelter* is a structure made of hard or soft material, that does not have a foundation, with or without wheels, utility connections, or facilities designed for cooking, sleeping, camping, or other outdoor activities. Examples include, but are not limited to, travel trailers, campers, recreational vehicles, tents, pop-ups, fishing and hunting shelters, and sheds.

# Add to Chapter 38 article IV SUPPLEMENTARY REGULATIONS

# Sec. 38-365: Temporary Shelters may not be used as dwellings. Camping is prohibited on public property and on vacant private property.

Purpose and intent: It is the intent of the City of St. Ignace to assure safe and healthful living conditions on residential property within the City of St. Ignace. Structures serving as residential dwellings within the City of St. Ignace, whether occupied by a property owner(s), the property owner's family, or by tenants must meet the requirements of the St. Ignace Zoning Ordinance as it applies to residential dwellings and must comply with construction code requirements in the Michigan Residential Code.

Recreational vehicles, tents, and similar temporary shelters within the city limits may only be occupied in campgrounds licensed under Michigan's Public Health Code, except that recreational vehicles and temporary shelters may be placed on lots or parcels which have existing primary dwellings, with permission of the property owner, and may be occupied for no more than 14 consecutive days, and no more than 30 days in a calendar year.

# Resolution

The following resolution was offered for adoption by , supported by :

**WHEREAS**, St. Ignace Visitors Bureau requests permission to conduct the 2022 "Trek the Mighty Mac"; and

WHEREAS, Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, requires certain criteria be met by St. Ignace Visitors Bureau, to comply with the "Special Events" requirements of the City; and

**WHEREAS**, St. Ignace Visitors Bureau has agreed to provide the City Council with all of the information required by Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended; and

**WHEREAS**, it is understood that there may be fees for certain services provided by the City; 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 Events status; and

**THEREFORE, BE IT RESOLVED** that the City Council has determined that St. Ignace Visitors Bureau, has agreed to meet the criteria established in the various sections of Chapter 22, "Peddlers and Solicitors" of the City of St. Ignace Code, as amended, within the time frame established in said Chapter 22; and

**FURTHER BE IT RESOLVED** that the City Council does approve St. Ignace Visitors Bureau to be a "Special Events Organization", and approves the use of the various public properties within the City limits for this event on the days of Friday, September 23 through Sunday, September 25, 2022, and further grants St. Ignace Visitors Bureau the authority to control vending approved by the City during the event. The City of St. Ignace does not financially participate in "Trek the Mighty Mac"; and

**FURTHER BE IT RESOLVED** that the City does approve the use of the following areas and dates:

2022 Trek the Mighty Mac– September 23, 24, 25, 2022 at Little Bear East Community Center and parking lots.

Parade—I-75 BL Shoulder on Saturday, September 24 from 11:30 a.m. to 12:30 p.m. (No lane closures)

Music provided on Friday, September 23 from 4 p.m. to 7 p.m., and Saturday, September 24, from 12 p.m. to 2 p.m. at Little Bear East Community Center.

The Truck Show will close:

• Little Bear East parking lots Friday, September 23 at 3 p.m. to Saturday, September 24 at 3 p.m.

# **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, April 18, 2022 at 7 p.m.

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.

Event			
Event Name: Trek the Mighty Mac			
Describe the Event:			
This annual event will be taking place for the 7th time this year. Crossings parking lot in Mackinaw City on Friday, September 2 will be a Meet and Greet Friday evening at Little Bear. Busses morning to bring them to their machines. Then at 11 AM on Sa Mackinac Bridge. They are led with a Police ATV (usually by M onto northbound I-75. They take the first exit in St. Ignace 3444 Bear they will have lunch and go trail riding. The chamber will a information for all machines to safely get to their hotels without scheduled events.	23 where food trucks a will pick up all registra aturday, September 2 lark Wilk) on to Nicole A, and head down Sta announce the winner	and vendors will be available. There ants staying in St. Ignace on Saturday 4 all machines parade across the et where they take the entrance ramp ate Street to Little Bear arena. At Little of the raffle SXS. We provide	
Sponsoring Organization Information			
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: qu	incy@stignace.com		
Contact Name: Quincy Ranville	Title: Ev	ents Director	
Telephone 906-298-1902	Email: quincy@stig	jnace.com	
Contact Person on Day of Event			
Name: Quincy Ranville	Title: Eve	nts Director	
Address:6 Spring St.	CitySt. Ignace	State/Zip: MI 49781	
Telephone: 906-643-6950 Cell: 906-298-1902		quincy@stignace.com	
Type of Event (Check one - See Special Events Policy for a		on) () Run Event	_
		_	
<ul> <li>Co-sponsored Event (all parties must provide sponsoring ir</li> <li>Non-Profit Event</li> <li>Wedding</li> </ul>	nto and sign application)	(_) Other (describe) (_) Block Party	
For Profit Event	Production	DIOCK Faily	
Event Information			
Event Location(s): Little Bear (275 Marquette St.) plus downtown parade with no st	reet closure.		
Event Date(s): September 23-25, 2022			
Event Hours: All day Friday (Mackinaw City) all day Saturda	y (St. Ignace). Trail	riding Sunday.	
Estimated date/time for set up: Friday			
Estimated date/time for clean up: Sunday			
Describe set up and clean up procedures (include speci Little Bear staff, Visitors Bureau staff	ifically who will be	taking care of trash):	
Special Events Application	on - Revision 2016		Page

Event Information (continued)			
Estimated DAILY attendance: 2,000			
Describe crowd control plans for this event:			
None, the event takes place entirely at Little Bear.			
Describe the Special Event's impact on adjacent commercial and residential property:			
Positive tourism impact			
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:			
No street closures, just the parade through town. We put out cones and use the shoulder so traffic can continue to flow.			
12:30			
This will take place ~ 11:30am - ~ 1230pm on Saturday			
* Streets closed: Date/Time:			
See Above			
* Streets re-open: Date/Time:			
See Above			

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 use both parking lots at Little Bear on Friday evening and Saturday from 11 to 2.
" Parking lot(s) closed: Date/Time: See Above
" Parking lot(s) re-open: Date/Time: See Above
What parking arrangements are proposed to accommodate attendance? There are very few spectators at this event and we have plenty of parking for registrants.
Will music be provided/included during the event? (()) YES (() NO
Describe type of music proposed: W Live Amplification Recorded Loudspeakers
Proposed time music will begin: Friday Meet and Greet, Saturday Lunch Proposed time music will end:
Proposed location of live band/disc jockey/loudspeakers/equipment: Little Bear. Music will be 4-7 on Friday and 12-2 on Saturday in the arena.
Describe noise control: None.

Event Information (continued)				
Will the event require the use of any of the following municipal equipment:				
Sponsoring organization should	d expect to be charged for use, placement, and maintenance of these items			
<ul> <li>Trash Receptacles</li> <li>Barricades</li> <li>Traffic Cones</li> <li>Other (describe):</li> </ul>	Quantity: We will coordinate w/ Quantity: DPWas negot close			
*Sponsoring organization may be	e required to provide a dumpster*			
Will the following be constructed or located in the event area?				
ltem	Item			
Booths Tents Awnings Canopies	Tables Rides Portable Toilets (may be required depending on event) Other (describe)			
You must attach a plan of the propose location of booths, tents, tables, por				

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

()) YES

(•) NO If yes, additional insurance coverage will be required

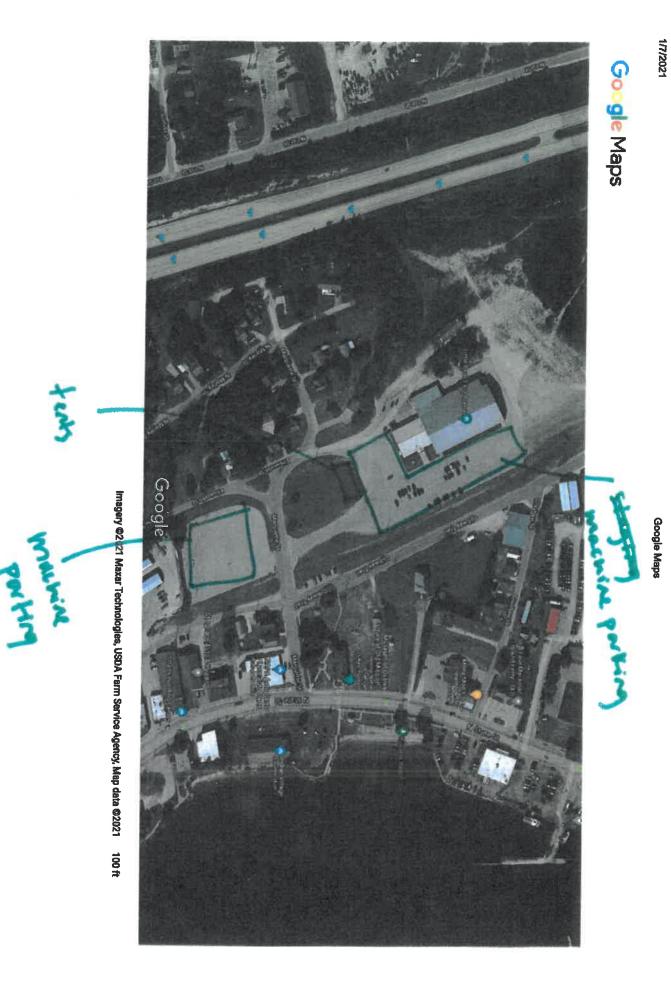
# If yes, describe in detail the types of attractions proposed:

N/A

Event Information (	continued)		
Will the event have	· · · · · · · · · · · · · · · · · · ·	YES (() NO	y food license requirements)
De	scribe: Saturday lunch will be catered (cate	rer TBD) and there will be a fo	ood truck onsite.
Do you plan to ha	ave alcohol served at this event?	() YES	
* A \$50.00 fee applies	s to special liquor license applications and	Liguor Liability Insurance is	required.
Include proposed loca	ation(s) on event layout and describe mea visibly impaired individuals		
alcohor to minors of		4-7 @ 11++4	Ride
Friday eve	ining meet n grati		and the off a
Liquor Lice	ning meet n great	ber of comm	erce
	·		
Will there be temp	oorary electricity at this event?	VES	( () NO
	An electrical permit is required. Include	proposed locations on eve	ent layout
Generators	( ]) Use of LightPole Outlets	Temporary Dis	stribution Panel
De yeu plan te hay	special event signs? (2) VES (2)	NO	
Do you plan to have	e special event signs? (i) YES	NO	
5	Signs must conform to City's ordinances		
Describe signs, prop	posed locations, etc.		
directional and informa	ational signs at Little Bear and Airport only (so	me registrants will unload trai	lers at airport with
permission)			
Do you plan to use o	city entrance signs or banner		
())YES	())NO		
lf yes you must apply for us Banner System Policy	e through the City Entrance Sign Ordinance/Munici	pal	
pownier System I Olicy	SpecialEventsApp	vication - Revision 20J6	Pag

s

Application Check List (failure to provIde necessary documentation will delay application review	v and approval)		
I have attached the following items:			
<ul> <li>Completed Application</li> <li>Event Map (includes detailed event layout for vendors, rides, booths, electrical needs, etc.)</li> <li>Detailed Plan showing road closures, sidewalk use, etc.</li> <li>Certificate of Insurance and Indemnification (due to City Manager's Office within 1 week following () Insurance Policy endorsement (due to City Manager's Office within 1 week following not</li> <li>Event Signage (description)</li> </ul>			
() Driver's License of applicant			
Insurance will renew this month, we will sen If document is missing, please explain:	d that along shortly.		
The applicant and sponsoring organization understands and agrees to:			
Provide a certificate of insurance with all coverages deemed necessary for this event, name the Ci insured on all applicable polies, provide a separate copy of the insurance policy Endorsem documents to the City Manager's Office no later than one week following notice of event app	ent, and submit the required		
Execute an Indemnification Agreement on the sponsoring organizations letterhead and submit it to later than one week following notice of the event approval.	o the City Manager's Office no		
Comply with all City and County ordinances and applicable State laws, City policies and acknowle permit does not relieve the applicant or sponsoring organization from meeting any application required 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 th Commission and/or the County Health Department to secure any and all permits required for this			
As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Spe understandings. The information provided on this application is true and complete to the best of r			
	2 (11 (22)		
Applicant Signature	Date <u>5/10/22</u>		
Co-Applicant Signature	Date		
<b>Complète this application and return it, along with all required documentation, to the City</b> 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		



Map data ©2021 1000 ft



1/7/2021

Google Maps

# RESOLUTION OF THE CITY OF ST. IGNACE CLOVERLAND EASEMENT

The following resolution was offered for adoption by Council Member \_\_\_\_\_, supported by Council member \_\_\_\_\_\_.

**WHEREAS** it is in the best interest of the City of St. Ignace to grant an easement, on property known as TAX# 052-002-001-00, to Cloverland Electric Cooperative, Inc. for the purpose of providing electric service to 401 Ferry Lane.

**RESOLVED** that the City of St. Ignace has approved the grant of this easement.

**RESOLVED** that the City of St. Ignace has authorized Darcy Long, City Manager, to carry out the grant of this easement.

WHEREAS said easement was executed by Darcy Long, on August 17, 2021 and retroactively approved by the St. Ignace City Council, on \_\_\_\_\_\_.

Roll Call Vote:

Yes: Council members \_\_\_\_\_

No: Council members

Absent: \_\_\_\_\_

Resolution declared Adopted.

I hereby certify that the above Resolution is a true copy of a Resolution presented to the City of St. Ignace City Council for adoption at a Regular meeting held at 7:00 p.m. on Monday, April 18, 2022.

Andrea Insley, City Clerk/Treasurer



# City of St. Ignace, MI

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

# Staff Report

Agenda Date: 04/18/22

Department: Police Department

Presenter: Chief Tony Brown Darcy Long, City Manager:

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

AGENDA ITEM TITLE: PD Weapon Upgrade & Budget Amendment

### **BACKGROUND:**

It has been the goal of the PD to move to modern, more flexible duty weapons. We are in the process of switching from Sig Sauers to Glocks. We have sold some of our old duty weapons, and are working on selling the rest. These new Glocks would help the department be more efficient in that an upgrade is sorely needed, and having uniform duty weapons across all officers simplifies equipment purchasing (ex: ammo).

### FISCAL EFFECT:

See attached invoice. The total cost of the weapons is \$3000.00. Last year, we sold multiple weapons that were no longer needed/utilized by the PD. The revenue we obtained from these sales more than offsets the cost of this new purchase. To reflect that the revenue from the sales will offset this purchase, we would like to amend the Operating Supplies budget by \$3000.00.

#### SUPPORTING DOCUMENTATION:

See attached invoice.

#### **RECOMMENDATION:**

Recommended that the Council approve this purchase and the concurrent budget amendment.

# CMP Distributors, Inc.

# Invoice

16753 Industrial Parkway Lansing, MI 48906 Phone # 517-721-0970 Fax # 517-721-0974

Date	Invoice #
3/4/2022	70224

Bill To St. Ignace Police Department\*\*\* 396 N State Street St. Ignace, MI 49781

Ship To
St. Ignace Police Department 396 N State Street St. Ignace, MI 49781

·····

P.O. No.	Account #	Terms	Rep	Ship Date	Shipping Method
Tony Brown	1552	Net 30	CMP	3/4/2022	Pick Up
ltem	Qty	Description		Pric	e Amount
GLK-G17-GEN5-AB-MOS-5.5	LB trigger, BWFU840 BWFU841 BWFU842 BWFU843 BWFU844		agazines		500.50 2,502.50
			Sub	total	\$2,502.50
			Sale	es Tax (0.0%	<b>5)</b> \$0.00
			Tota	al	\$2,502.50
RETURN POLICY: Returns accepte Invoice: Restocking fee may be appl		ised flems within 10 days wi		ments/Credi	<u></u>
			Ba	ance Due	\$2,502.50

# CMP Distributors, Inc.

- **1** - 1

# Invoice

# 16753 Industrial Parkway Lansing, MI 48906 Phone # 517-721-0970 Fax # 517-721-0974

Date	Invoice #		
2/28/2022	70197		

Bill To St. Ignace Police Department\*\*\* 396 N State Street St. Ignace, MI 49781

Ship To
St. Ignace Police Department 396 N State Street St. Ignace, MI 49781

P.O. No.	Account #	Terms	Rep	Ship Date	Shipping Method
Tony Brown	1552	Net 30	CMP	2/28/2022	Pick Up
ltem	Qty	Description		Pric	e Amount
GLK-G19-GEN5-AB-MOS-5.5	Lh Trigger	Gen 5, MOS, 9mm, AMGLO , w/ Front Serrations and 3 M	lagazines		500.50 500.50T
	/0	leg Beam	4/8/20 0	22	
F			Sub	total	\$500.50
			Sale	es Tax (0.0%	<b>)</b> \$0.00
			Tota	al	\$500.50
RETURN POLICY Returns accepte Invoice Restocking fee may be apply		used firms within 10 days wi	<sup>ih</sup> Pay	ments/Credit	ts \$0.00
			Ва	lance Due	\$500.50



1211 Ludington Street Escanaba, MI 49829 **O**: 906.233.9360 www.c2ae.com

March 30, 2022

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

# Re: Proposal for Professional Services: Road Soil Borings, Pavement Design Analysis Ferry Lane

Dear Mr. Long,

As always, thank you very much for the opportunity to submit this proposal for engineering services for the road soil borings and pavement design analysis for Ferry Lane.

## PROJECT UNDERSTANDING

C2AE is very familiar with the history of the roadway along with the existing conditions and deterioration the roadway has experienced over the past several years. Ferry Lane is a corridor frequently used to transport goods to the freight dock that services the Straits of Mackinac. Local traffic also uses Ferry Lane including the Michigan Department of Transportation maintenance garage facility. With the assistance of the City Manager and the DPW Superintendent, C2AE has prepared preliminary construction opinion of costs for Ferry Lane in 2021. The area of concentration was from the I-75 Business Loop intersection easterly to the ferry loading docks along the shoreline. Total length is approximately 4,750 feet.

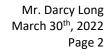
The opinions of cost provided options for review, which included full concrete removal and replacement with aggregate base and HMA pavement to rubblizing the existing concrete surface and overlaying with HMA. Portions of the roadway require a road diet (reduction in width) and intersection enhancements for better functionality in today's use.

Although the opinions of cost are good for initial planning purposes, more preliminary design work is needed to determine the appropriate reconstruction matrix required to reconstruct the roadway. The intent of this project is to evaluate the composition and support conditions of the existing pavement systems and roadbeds with respect to "best fit" approaches to rehabilitation and reconstruction.

Recommendations for these strategies will include recommended pavement cross section designs, thickness, material properties and the anticipated service life of the proposed systems.

### SCOPE

- 1. Project Initiation Meeting: Conduct a project initiation meeting with the City to review the project parameters, scope of services and project schedule contained in the project management plan. Review the previous schematic plans with the City with respect to any desired changes. Obtain a clear understanding of the role of all parties. Set the proper course to achieve local input throughout the project.
- 2. Soil Borings: Soils and Structures from Traverse City will be C2AE's subcontractor performing the borings within the roadway. Twelve (12) soil borings are proposed for this project. Tentatively, depths of five (5) feet is





proposed for the borings with three extending to fifteen (15) feet for potential utility work along the roadway. If rock is encountered, the test boring will be terminated at that depth. Boring holes will be backfilled with cuttings and pea gravel. Traffic control will be performed utilizing minor signs, cones and arrow boards.

- 3. Pavement Evaluation: A pavement evaluation report will be prepared by a registers geotechnical engineer and will include the following information:
  - Description of tests performed
  - Soil Boring Logs
  - Discussion of the surface and subsurface conditions including groundwater conditions
  - Recommendation for asphalt paving
  - Recommendation for ground water management and drainage
  - Recommendations for rehabilitation options and design calculations
- 4. Revised Engineering Opinion of Cost: Based on the soil boring and pavement evaluation, revised preliminary engineering opinions of cost will be prepared. Inflationary factors will be applied to the opinion of costs due to the increase construction cost that the industry has been experiencing most recently.

# ASSUMPTIONS

Fieldwork will begin once season frost laws in the area have been lifted.

City of St. Ignace to wave any permit fees associated with working in the public right of way.

Miss Dig utility locate service will be notified by C2AE and sub consultant. City of St. Ignace will assist with locating city owned utilities, C2AE and sub consultant are not responsible for locating private utilities within work area.

# SCHEDULE

• Perform Field Work: Approx. May 15<sup>th</sup> – June 1<sup>st</sup> (depending on weight restrictions)

July 8<sup>th</sup>

- Laboratory tests on representative samples:
- Pavement Evaluation:

- June  $1^{st}$  June  $1^{st}$  (depending on weight restriction June  $1^{st}$  – June  $10^{th}$
- Opinion of Probable Cost and Report:

# FEE

# Soil Boring and Pavement Design Analysis

C2AE proposes to provide soil borings and pavement analysis engineering services for this project on a lump sum basis, as follows:

Drilling and Sampling Pavement Evaluation	\$5,900 \$4,000
Opinion of Probable Costs:	\$1,250
Engineering Report and Review:	\$2,500
	\$13,650 Lump Sum



Mr. Darcy Long March 30<sup>th</sup>, 2022 Page 3

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office.

Please let us know if you or the City Council have any questions or comments. Thank you once again for the opportunity to be of service. We truly value the excellent working relationship we have maintained with the City of St. Ignace and we look forward to helping you continue to build on the success of your past infrastructure projects.

Sincerely, C2AE

Darren Pionk, PE Client Relation Manager Accepted by:

City of St. Ignace

Date



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

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



allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.

- J. <u>Ownership of Reports, Drawings and Other Materials</u>: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. <u>Alteration and Reuse of CAD Information</u>: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. <u>Record Documents</u>: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. <u>Payment Terms</u>: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. <u>Disputed Invoices</u>: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. <u>Abandonment of Work</u>: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. <u>Errors and Omissions Insurance</u>: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$13,650**.
- Q. <u>Betterment</u>: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.



R. <u>Indemnification</u>: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

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

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

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

The A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

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

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

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



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

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

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

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

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

## silversmith data ... crafting critical information systems

## Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data ("SSD"), and City of St. Ignace, MI ("Client"), collectively "Parties."

Client wishes to hire SSD to perform certain services as contained in Paragraph 1 below. This Agreement defines the relationship between SSD and Client, and the Parties agree that the consideration contemplated herein is good and sufficient.

City, Village, or Township N	lame:	City of St. Ignace, MI	Proposal	10800
Population:	N/A			
Initial Setup Cost:	N/A			
Annual Recurring Fee:	N/A			

As a service, you can purchase through us GPS survey equipment tied directly to our system for instant asset location input into our system. It also allows users to precisely locate assets.

1 GPS Marking Device \$2,70
-----------------------------

**Package Customization** can be added at any time and may include additional tablets, GPS devices, Water Treatment Facilities and Waste Water Plants. These additional products can be quoted upon request in addition to our base package by Silversmith.

**Responsibilities** - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

Yearly Billing in Advance - Billing is done on your contract anniversary, in advance. If absolutely necessary, we could make a **one-time move** of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

Client initials

Silversmith Data, 1370 Milbocker Rd., Gaylord, MI 49735 (989)390.6037 Confidential – Copyright © Silversmith Data, 2017

Initial Set Up Fee	\$0
Geode GPS Marking Device -	\$2,700

- 1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third party data service.
- All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
- 3. Notices shall be provided to, and communication shall occur between:

Silversmith Data

City of St. Ignace, MI

Tim Bresnahan

tbresnahan@silversmithinc.com

989.390.6037

Each individual listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

- 4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
- 5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.

Silversmith Data, 1370 Milbocker Rd., Gaylord, MI 49735 (989)390.6037 Confidential – Copyright © Silversmith Data, 2017 6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement.

- 7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data.
- 8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 9. This Agreement contains the entire agreement of the Parties, and any and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
- 10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in the Otsego County, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
- 11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
- 12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
- 13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the

Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

n de la companya de l

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

City of St. Ignace, MI

Ву: \_\_\_\_\_

Silversmith Inc. (DBA Silversmith Data)

By:

Tim Bresnahan, Silversmith Data

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 101 - GENER	RAL FUND				
Revenues					
TAXES	TAXES	47,604.76	82,040.91	1,308,801.00	6.27
LIC/PERM	LICEENSES AND PERMITS	0.00	0.00	800.00	0.00
CHG SERV	CHARGE FOR SERVICES	0.00	403.52	28,030.00	1.44
CONT	CONT FM LOCAL UNITS	0.00	0.00	40,477.00	0.00
O/REV	OTHER REVENUE	1,242.66	10,385.34	161,660.00	6.42
FIN/FOR	FINES AND FORFEITURES	0.00	111.30	1,100.00	10.12
INT	INTEREST AND RENTALS	0.00	0.00	3,500.00	0.00
TRANS	TRANSFERS-INTERNAL ACTIV	0.00	0.00	115,370.00	0.00
UNCLASSIFIED	Unclassified	48,489.16	53,964.48	342,465.00	15.76
TOTAL REVENUES		97,336.58	146,905.55	2,002,203.00	7.34
Expenditures					
101	CITY COUNCIL	3,535.02	6,984.31	26,900.00	25.96
172	CITY MANAGER	17,544.80	38,023.06	165,595.00	22.96
191	ACCOUNTING DEPT	0.00	0.00	32,500.00	0.00
201	ADMINISTRATION	62.40	132.40	12,900.00	1.03
215	CLERK	35,184.45	78,173.12	290,875.00	26.88
234	CENTRAL SUPPLIES	388.53	644.45	3,900.00	16.52
247	BOARD OF REVIEW	906.72	906.72	2,220.00	40.84
257	ASSESSOR	3,021.26	9,817.50	36,300.00	27.05
262	ELECTIONS	52.49	667.49	6,825.00	9.78
265	BLDG & GROUNDS	3,986.99	9,401.62	30,650.00	30.67
266	ATTORNEY	12,125.52	16,684.60	40,000.00	41.71
301	POLICE	56,979.08	129,351.49	611,336.00	21.16
335	SAFETY & HEALTH	0.00	31,404.95	48,235.00	65.11
336	FIRE DEPARTMENT	5,971.00	26,843.48	120,050.00	22.36
441	PUBLIC WORKS	15,402.98	34,922.57	117,660.00	29.68
448	STREET LIGHTHING	3,231.00	10,107.89	39,000.00	25.92
528	GARBAGE COLLECTION	0.00	0.00	900.00	0.00
701	PLANNING	0.00	0.00	3,000.00	0.00
703	ZONING BD OF APPEALS	0.00	152.44	650.00	23.45
704	COMMUNITY DEVELOPMENT	0.00	3,152.00	78,014.00	4.04
770	PARK MAINT	301.20	592.70	71,737.00	0.83
773	BOAT LAUNCH	33.86	171.78	4,195.00	4.09
953	FRINGE BENEFITS	5,680.71	18,908.13	96,000.00	19.70
954	INSURANCE & BONDS	0.00	7,060.11	26,300.00	26.84
965	TRANS TO OTHER FUNDS	0.00	0.00	71,330.00	0.00
TOTAL EXPENDITUR	RES	164,408.01	424,102.81	1,937,072.00	21.89
Fund 101 - GENEF TOTAL REVENUES	RAL FUND:	97,336.58	146,905.55	2,002,203.00	7.34
TOTAL EXPENDITUR	RES	164,408.01	424,102.81	1,937,072.00	21.89
NET OF REVENUES		(67,071.43)	(277, 197.26)	65,131.00	425.60
NEI OF KEVENUES	& EAFENDITUKES	(0/,0/1.43)	(2//,19/.20)	00,131.00	423.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 202 - MAJOF	STREETS				
Revenues					
TAXES	TAXES	1,760.10	2,988.95	66 <b>,</b> 520.00	4.49
CONT	CONT FM LOCAL UNITS	0.00	0.00	5,000.00	0.00
O/REV	OTHER REVENUE	34,411.40	51,799.64	75 <b>,</b> 000.00	69.07
INT	INTEREST AND RENTALS	0.00	0.00	2,300.00	0.00
ST REV	STATE REVENUE	41,377.20	87,720.94	288,800.00	30.37
UNCLASSIFIED	Unclassified	395.12	1,185.36	4,000.00	29.63
TOTAL REVENUES		77,943.82	143,694.89	441,620.00	32.54
Expenditures					
444	SIDEWALKS	38.04	38.04	2,091.00	1.82
451	ROAD CONSTRUCTION	0.00	0.00	9,000.00	0.00
463	ROUTINE MAINT	6,928.02	8,178.66	79,599.00	10.27
474	TRAFFIC CONTROL	0.00	0.00	2,697.00	0.00
479	SNOW & ICE CONTROL	24,841.39	63,897.44	150,470.00	42.47
483	ADM & RECORDS	729.54	1,731.06	6,791.00	25.49
486	SURFACE MAINT TRUNKLINE	0.00	0.00	5,361.00	0.00
488	SWEEPING & FLUSHING TRUNKLINE	0.00	0.00	12,920.00	0.00
489	SHOULDER MAINT TRUNKLINE	23.17	23.17	0.00	100.00
491	DRAINAGE & BACKSLOPES TRUNKLIN	1,136.20	1,136.20	4,550.00	24.97
493	GRASS & WEED CONT TRUNKLINE	0.00	0.00	563.00	0.00
494	TRAFFIC CONTROL TRUNKLINE	0.00	0.00	1,041.00	0.00
497	WINTER MAINT TRUNKLINE	18,789.30	47,599.61	49,520.00	96.12
965	TRANS TO OTHER FUNDS	0.00	0.00	41,932.00	0.00
TOTAL EXPENDITUR	RES	52,485.66	122,604.18	366,535.00	33.45
Fund 202 - MAJOF		52,485.66	122,604.18	366,535.00	33.45
TOTAL REVENUES	Condero.	77,943.82	143,694.89	441,620.00	32.54
TOTAL EXPENDITUR	RES	52,485.66	122,604.18	366,535.00	33.45
			21,090.71		
NET OF REVENUES	& EXPENDITURES	25,458.16	21,090./1	75,085.00	28.09

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 203 - LOCAL	STREET				
Revenues					
TAXES	TAXES	1,760.09	2,988.92	66 <b>,</b> 520.00	4.49
CHG SERV	CHARGE FOR SERVICES	0.00	0.00	300.00	0.00
CONT	CONT FM LOCAL UNITS	0.00	0.00	5,000.00	0.00
O/REV	OTHER REVENUE	0.00	0.00	5,100.00	0.00
INT	INTEREST AND RENTALS	0.00	0.00	550.00	0.00
TRANS	TRANSFERS-INTERNAL ACTIV	0.00	0.00	31,932.00	0.00
ST REV	STATE REVENUE	13,967.79	35,125.99	123,842.00	28.36
UNCLASSIFIED	Unclassified	180.39	541.19	13,882.00	3.90
TOTAL REVENUES		15,908.27	38,656.10	247,126.00	15.64
Expenditures					
444	SIDEWALKS	0.00	2.94	10,215.00	0.03
451	ROAD CONSTRUCTION	0.00	0.00	24,054.00	0.00
463	ROUTINE MAINT	5,366.63	6,330.64	135,990.00	4.66
474	TRAFFIC CONTROL	0.00	0.00	2,659.00	0.00
479	SNOW & ICE CONTROL	16,401.18	42,569.27	54 <b>,</b> 589.00	77.98
483	ADM & RECORDS	788.56	1,819.91	3,280.00	55.49
965	TRANS TO OTHER FUNDS	0.00	0.00	6,000.00	0.00
TOTAL EXPENDITUR	ES	22,556.37	50,722.76	236,787.00	21.42
Fund 203 - LOCAL	STREET:				
TOTAL REVENUES		15,908.27	38,656.10	247,126.00	15.64
TOTAL EXPENDITUR	ES	22,556.37	50,722.76	236,787.00	21.42
NET OF REVENUES	& EXPENDITURES	(6,648.10)	(12,066.66)	10,339.00	116.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 Amended budget	% BDGT USED
Fund 271 - LIBRA	RY FUND				
Revenues					
TAXES	TAXES	2,346.77	3,985.25	88,426.00	4.51
CHG SERV	CHARGE FOR SERVICES	0.00	80.00	350.00	22.86
0/REV	OTHER REVENUE	0.00	170.00	500.00	34.00
INT	INTEREST AND RENTALS	0.00	0.00	500.00	0.00
TRANS	TRANSFERS-INTERNAL ACTIV	0.00	434.90	2,500.00	17.40
UNCLASSIFIED	Unclassified	0.00	14,613.21	95,580.00	15.29
TOTAL REVENUES		2,346.77	19,283.36	187,856.00	10.26
Expenditures					
790	LIBRARY	14,235.68	55 <b>,</b> 459.67	170,280.00	32.57
965	TRANS TO OTHER FUNDS	0.00	0.00	2,000.00	0.00
TOTAL EXPENDITUR	ES	14,235.68	55,459.67	172,280.00	32.19
Fund 271 - LIBRA	RY FUND:				
TOTAL REVENUES		2,346.77	19,283.36	187,856.00	10.26
TOTAL EXPENDITUR	ES	14,235.68	55,459.67	172,280.00	32.19
NET OF REVENUES	& EXPENDITURES	(11,888.91)	(36,176.31)	15,576.00	232.26

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 273 - DOCK NO. Revenues	3 IMPROVEMENTS				
UNCLASSIFIED	Unclassified	0.00	30,236.00	30,236.00	100.00
TOTAL REVENUES		0.00	30,236.00	30,236.00	100.00
Expenditures 598	DOCK #3 IMPROVEMENTS	0.00	0.00	11,180.00	0.00
TOTAL EXPENDITURES		0.00	0.00	11,180.00	0.00
Fund 273 - DOCK NO.	3 IMPROVEMENTS:				100.00
TOTAL REVENUES TOTAL EXPENDITURES		0.00 0.00	30,236.00 0.00	30,236.00 11,180.00	100.00 0.00
NET OF REVENUES & E	XPENDITURES	0.00	30,236.00	19,056.00	158.67

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 584 - GOLF	COURSE FUND				
Revenues					
CHG SERV	CHARGE FOR SERVICES	0.00	0.00	6,000.00	0.00
0/REV	OTHER REVENUE	524.90	524.90	5,025.00	10.45
FIN/FOR	FINES AND FORFEITURES	0.00	0.00	125.00	0.00
INT	INTEREST AND RENTALS	0.00	0.00	800.00	0.00
UNCLASSIFIED	Unclassified	0.00	310.00	152,800.00	0.20
TOTAL REVENUES		524.90	834.90	164,750.00	0.51
Expenditures					
797	GOLF COURSE OPERATIONS	4,905.81	5,737.86	163,505.00	3.51
905	DEBT SERVICE	243.78	735.06	2,721.00	27.01
TOTAL EXPENDITUR	ES	5,149.59	6,472.92	166,226.00	3.89
Fund 584 - GOLF (	COURSE FUND:				
TOTAL REVENUES		524.90	834.90	164,750.00	0.51
TOTAL EXPENDITUR	ES	5,149.59	6,472.92	166,226.00	3.89
NET OF REVENUES	& EXPENDITURES	(4,624.69)	(5,638.02)	(1,476.00)	381.98

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 590 - SEWER	FUND				
Revenues					
TAXES	TAXES	43,397.53	130,225.82	524,435.00	24.83
LIC/PERM	LICEENSES AND PERMITS	519.39	1,985.23	5,714.00	34.74
CHG SERV	CHARGE FOR SERVICES	6,449.95	17,591.16	90,740.00	19.39
O/REV	OTHER REVENUE	3,422.62	11,306.67	56,330.00	20.07
INT	INTEREST AND RENTALS	0.00	0.00	2,845.00	0.00
UNCLASSIFIED	Unclassified	39,531.29	114,630.50	576,267.00	19.89
TOTAL REVENUES		93,320.78	275,739.38	1,256,331.00	21.95
Expenditures					
540	SWR ADMIN	13,194.96	29,786.20	90,490.00	32.92
541	SWR PLANT OPERATIONS	29,327.12	105,031.65	413,700.00	25.39
542	SWR LN MAINT	10,582.34	22,334.34	92,810.00	24.06
905	DEBT SERVICE	61,008.89	61,008.89	493,752.00	12.36
906	SRF/ 5593 01	81,126.35	81,126.35	106,047.00	76.50
965	TRANS TO OTHER FUNDS	0.00	0.00	41,800.00	0.00
TOTAL EXPENDITUR	ES	195,239.66	299,287.43	1,238,599.00	24.16
Fund 590 - SEWER					
TOTAL REVENUES	FUND.	93,320.78	275,739.38	1,256,331.00	21.95
TOTAL EXPENDITUR	ES	195,239.66	299,287.43	1,238,599.00	24.16
NET OF REVENUES		(101,918.88)	(23,548.05)	17,732.00	132.80
NEI OF REVENUES	A EVIENDIIOVED	(101, 210.00)	(23, 340.03)	11,132.00	192.00

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 591 - WATEF	R FUND				
Revenues					
TAXES	TAXES	33,769.48	101,506.22	408,505.00	24.85
CHG SERV	CHARGE FOR SERVICES	29,632.33	85,464.27	477,988.00	17.88
0/REV	OTHER REVENUE	5,562.68	14,865.35	78,701.00	18.89
INT	INTEREST AND RENTALS	0.00	0.00	1,644.00	0.00
O/FINAN	OTHER FINANCING SOURCES	3,323.83	8,046.87	26,695.00	30.14
UNCLASSIFIED	Unclassified	15,439.85	56,982.51	305,850.00	18.63
TOTAL REVENUES		87,728.17	266,865.22	1,299,383.00	20.54
Expenditures					
223	SRF-STATE REVOLVING FUNDS	0.00	0.00	175,906.00	0.00
550	WTR ADMIN	14,222.78	35,613.35	82,030.00	43.42
551	WTR PLANT OPERATIONS	36,555.25	111,131.50	517,710.00	21.47
552	WTR LINE MAINT	28,085.98	54,910.95	208,407.00	26.35
553	2000 WTR RR&I	0.00	0.00	55,000.00	0.00
905	DEBT SERVICE	0.00	108,903.63	172,333.00	63.19
965	TRANS TO OTHER FUNDS	0.00	0.00	76,600.00	0.00
TOTAL EXPENDITUR	RES	78,864.01	310,559.43	1,287,986.00	24.11
Fund 591 - WATEF	R FUND:			1 000 202 00	20 54
TOTAL REVENUES TOTAL EXPENDITUE	DE C	87,728.17 78,864.01	266,865.22 310,559.43	1,299,383.00 1,287,986.00	20.54 24.11
NET OF REVENUES	& EXPENDITURES	8,864.16	(43,694.21)	11,397.00	383.38

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 594 - MARIN	IA FUND				
Revenues					
TAXES	TAXES	0.00	0.00	4,537.00	0.00
0/REV	OTHER REVENUE	0.00	0.00	112,524.00	0.00
INT	INTEREST AND RENTALS	0.00	0.00	1,000.00	0.00
TRANS	TRANSFERS-INTERNAL ACTIV	0.00	0.00	130,400.00	0.00
UNCLASSIFIED	Unclassified	5,512.06	154,008.44	260,000.00	59.23
TOTAL REVENUES		5,512.06	154,008.44	508,461.00	30.29
Expenditures					
590	MARINA ADMIN	3,731.08	7,536.93	36,205.00	20.82
597	MARINA OPERATIONS	4,164.60	9,218.10	252,416.00	3.65
851	INSURANCE	0.00	3,258.51	11,200.00	29.09
905	DEBT SERVICE	0.00	8,512.50	82,025.00	10.38
965	TRANS TO OTHER FUNDS	0.00	0.00	8,000.00	0.00
TOTAL EXPENDITUR	RES	7,895.68	28,526.04	389,846.00	7.32
Fund 594 - MARIN	JA FUND:				
TOTAL REVENUES		5,512.06	154,008.44	508,461.00	30.29
TOTAL EXPENDITUR	RES	7,895.68	28,526.04	389,846.00	7.32
NET OF REVENUES	& EXPENDITURES	(2,383.62)	125,482.40	118,615.00	105.79

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 596 - GARBAGE	COLLECTION				
Revenues LIC/PERM UNCLASSIFIED	LICEENSES AND PERMITS Unclassified	100.59 10,901.30	311.94 32,721.50	1,300.00 122,306.00	24.00 26.75
TOTAL REVENUES		11,001.89	33,033.44	123,606.00	26.72
Expenditures 528	GARBAGE COLLECTION	10,029.81	20,059.62	123,606.00	16.23
TOTAL EXPENDITURES		10,029.81	20,059.62	123,606.00	16.23
Fund 596 - GARBAGE TOTAL REVENUES TOTAL EXPENDITURES	COLLECTION:	11,001.89 10,029.81	33,033.44 20,059.62	123,606.00 123,606.00	26.72 16.23
NET OF REVENUES & I	EXPENDITURES	972.08	12,973.82	0.00	100.00

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User: ANDREA DB: St Ignace

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 641 - EQUIP	MENT FUND				
Revenues					
CHG SERV	CHARGE FOR SERVICES	682.25	3,189.43	7,000.00	45.56
O/REV	OTHER REVENUE	947.11	1,618.07	16,300.00	9.93
TRANS	TRANSFERS-INTERNAL ACTIV	30,880.47	69,525.96	177,100.00	39.26
O/FINAN	OTHER FINANCING SOURCES	0.00	0.00	1,000.00	0.00
UNCLASSIFIED	Unclassified	14,365.80	39,259.56	179,139.00	21.92
TOTAL REVENUES		46,875.63	113,593.02	380,539.00	29.85
Expenditures					
581	GARAGE MAINT	8,700.50	29,233.19	55,070.00	53.08
582	EQUIPMENT MAINT	21,053.62	95,016.08	250,030.00	38.00
905	DEBT SERVICE	0.00	0.00	39,602.00	0.00
965	TRANS TO OTHER FUNDS	0.00	0.00	24,290.00	0.00
TOTAL EXPENDITUR	ES	29,754.12	124,249.27	368,992.00	33.67
Fund 641 - EQUIPI	MENT FUND:				
TOTAL REVENUES		46,875.63	113,593.02	380,539.00	29.85
TOTAL EXPENDITUR	ES	29,754.12	124,249.27	368,992.00	33.67
NET OF REVENUES a	& EXPENDITURES	17,121.51	(10,656.25)	11,547.00	92.29

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
Fund 664 - OFFIC	E EQUIPMENT POOL				
Revenues					
TRANS	TRANSFERS-INTERNAL ACTIV	0.00	0.00	12,900.00	0.00
UNCLASSIFIED	Unclassified	0.00	0.00	15,000.00	0.00
TOTAL REVENUES		0.00	0.00	27,900.00	0.00
Expenditures					
233	CENTRAL EQUIP	2,716.45	6,152.18	27,900.00	22.05
TOTAL EXPENDITUR	ES	2,716.45	6,152.18	27,900.00	22.05
Fund 664 - OFFIC	E EQUIPMENT POOL:				
TOTAL REVENUES		0.00	0.00	27,900.00	0.00
TOTAL EXPENDITUR	ES	2,716.45	6,152.18	27,900.00	22.05
NET OF REVENUES	& EXPENDITURES	(2,716.45)	(6,152.18)	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF ST. IGNACE

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 03/31/2022	YTD BALANCE 03/31/2022	2022 AMENDED BUDGET	% BDGT USED
	EMPLOYEE BENEFITS TRUST				
Revenues					
INT TRANS	INTEREST AND RENTALS TRANSFERS-INTERNAL ACTIV	0.00 0.00	0.00 0.00	1,200.00 41,800.00	0.00 0.00
110100		0.00	0.00	41,000.00	0.00
TOTAL REVENUES		0.00	0.00	43,000.00	0.00
Expenditures					
201	ADMINISTRATION	0.00	0.00	23,500.00	0.00
965	TRANS TO OTHER FUNDS	0.00	0.00	12,000.00	0.00
TOTAL EXPENDITURE	S	0.00	0.00	35,500.00	0.00
Fund 729 - OTHER	EMPLOYEE BENEFITS TRUST:		·		
TOTAL REVENUES		0.00	0.00	43,000.00	0.00
TOTAL EXPENDITURE	S	0.00	0.00	35,500.00	0.00
NET OF REVENUES &	EXPENDITURES	0.00	0.00	7,500.00	0.00
TOTAL REVENUES -	ALL FUNDS	438,498.87	1,222,850.30	6,713,011.00	18.22
TOTAL EXPENDITURE	S - ALL FUNDS	583,335.04	1,448,196.31	6,362,509.00	22.76
NET OF REVENUES &	EXPENDITURES	(144,836.17)	(225,346.01)	350,502.00	64.29

# Invoices for Approval Monday, April 18, 2022

Ace Hardware	March 2022 Statement	\$1,014.25
Airgas	DPW Rental Gas	\$173.95
All Star Graphics	DPW/WATER Uniform Shirt Prints	\$54.00
Axon Enterprise Inc	SIPD-Taser Instructor	\$375.00
BAM Tools	DPW Hex Tool	\$15.96
Belonga Plumbing	WWTR Camera Usage	\$200.00
Charles J. Palmer P.C.	March 2022 Statement	\$2,780.00
CMP Distributors Inc	SIPD-Weapon Purchase (6)	\$3,003.00
Coast-to-Coast Solution	SIPD-Kraft Paper Evidence Bags	\$161.31
Cut River Small Engine Repair	WWTR Power Washer	\$475.00
Darcy Long	Breakfast Mtg w/Atty & Lunch during Deposition	\$21.84
ETNA	WTR Line Hydrant Nozzle	\$550.20
Ferguson	Backflow Preventor Stock	\$525.00
Grainger	DPW Hard Hats	\$60.60
Grand Traverse Diesel Service Inc.	DPW Sensors	\$819.25
KSS	Park Supplies	\$1,729.05
Lynn Auto Parts Inc.	March 2022 Statement	\$2,004.33
Mackinac Ford Sales	March 2022 Statement	\$839.45
Mackinac Island Ferry Co-Star Line	LBE Concession Gas/DPW Rental Gas	\$76.95
Mark & Son Plumbing & Heating	WTR Plant Boiler Service	\$200.00
MI Assoc Chiefs of Police	SIPD-T. Brown Annual Membership	\$115.00
Michigan State Police	Token Fees 1/1 to 3/31/2022	\$33.00
Michigan Steam	DPW Hand brooms	\$596.28
Morgan Mills	LBE Weights & Equipment for Home Show	\$55.12
National Office Products	March 2022 Statement	\$504.44
NCL	WTR Plant Supplies	\$336.24
Northern Michigan Assoc Chiefs of Police	SIPD-T. Brown Annual Membership	\$75.00
Pollardwater	Dissolved Oxygen Meter Plant	\$1,524.51
Pomasl	SIFD-Fire Hose	\$258.00
Pro-Tech Sales	SIPD-Uniforms	\$839.00
Quill	Envelopes/CMGR Ofc Dry Erase Calendar	\$99.95
Safety-Kleen Systems, Inc	Window Solvent	\$158.00
Sault Printing	CHALL Copier/CMGR Printer Monthly	\$99.57
Snap-On Tools	DPW-Heavy Duty Creeper	\$351.00
Spartan Nash/Family Fare	March 2022 Statement	\$325.42
St. Ignace Auto	DPW Shop Tool	\$81.55
St. Ignace True Value Hardware	March 2022 Statement	\$1,276.92
The St. Ignace News	March 2022 Statement	\$1,311.76
Trojan Tech	WWTR Supplies	\$3,662.58
USA Bluebook	WTR/WWTR Supplies	\$571,46
WMLamptracker	WTR UV Bulbs Disposal Box	\$159.00
		\$27,512.94

## ST IGNACE AREA EMERGENCY MEDICAL SERVICES COUNCIL (Unofficial) Council Proceedings

A Regular Meeting of the St. Ignace –Area EMS Council was held on Thursday, March 17, 2022 in the St. Ignace Municipal Building. The meeting was called to order at 2:00 p.m. by Chairperson Blake-Thomas.

Members Present: Chairperson David Blake-Thomas, Trout Lake Township Treasurer Laurie Collier, Hendricks Township Eric Danielson, St. Ignace Township Vice Chairperson Austin Kimberling, Moran Township Ed Serwach, Brevort Township

**Absent:** Secretary Darcy Long, City of St. Ignace; Dallas Hyde, Cheboygan Life Support Systems (CLSS)

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

Public Comment – None.

## **Consideration of minutes from February 15, 2022 Council Meeting:**

It was moved by Councilmember Serwach, seconded by Treasurer Collier, to approve the minutes from February 15, 2022, as presented. Motion carried unanimously.

## **Board Reports:**

A. <u>CLSS Financial & Operations Report</u> – Mark Wilk, Area Manager, reviewed the Profit & Loss statement for January and February 2022 with Council. Mr. Wilk noted that expenses were incomplete due to lack of timely invoices for communications and natural gas. Chairperson Blake-Thomas inquired about the vehicle R&M expense and the Health Insurance amount charged for February. Mr. Wilk responded that there was repair to one ambulance vehicle's catalytic converter and that Dallas will confirm the health insurance amount for February.

Mr. Wilk informed Council of recent operational activity regarding transfers and future equipment needs.

B. <u>SI-Area EMS Council Financial Report</u> – Treasurer Collier reviewed the current balance sheet showing a total balance of \$826,487.94, noting the balance includes the \$750,000 grant payment.

It was moved by Vice-Chairperson Kimberling, seconded by Councilmember Serwach, to approve the financials report, as presented.

## **Old Business:**

## A. New Ambulance

Mr. Wilk announced the new ambulance vehicle has been delivered and is awaiting the graphics and accessory equipment to be installed. The vehicle will operate as unit #5 in the current fleet.

## B. New Station Update

Chairperson Blake-Thomas informed Council that after attending the March 10<sup>th</sup> County Commissioners meeting, it was confirmed that SIAEMS will return \$30,000 of the County's contribution for the property inspection north of the airport, as it is deemed State wetlands and not able to be developed. A legal description of the desired property for the new ambulance building, as well as a satellite image to identify the area, will be compiled in a purchase agreement proposal to present to the County in their next regular meeting. Floor plans from C2AE are also being developed describing the potential layout of the new facility within the suggested budget.

## Adjourn:

There being no further business, it was moved by Chairperson Blake-Thomas, seconded by Vice-Chairperson Kimberling, to adjourn the meeting at 2:21p.m. Motion carried unanimously.

## STRAITS AREA EMS AUTHORITY (Unofficial) Board Proceedings

A Regular Meeting of the Straits Area Emergency Medical Service (SAEMS) Authority was held on Thursday, March 17, 2022 in the St. Ignace Municipal Building. The meeting was called to order at 2:22 p.m. by Chairperson Blake-Thomas.

Members Present: Chairperson David Blake-Thomas, Trout Lake Township Treasurer Laurie Collier, Hendricks Township Eric Danielson, St. Ignace Township Vice Chairperson Austin Kimberling, Moran Township Ed Serwach, Brevort Township

**Absent:** Secretary Darcy Long, City of St. Ignace; Dallas Hyde, Cheboygan Life Support Systems (CLSS)

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

Public Comment – None.

## **Election of Board Officers:**

## A. Chairperson, Vice-Chairperson, Treasurer & Secretary

It was moved by Ed Serwach, seconded by Austin Kimberling, to elect David Blake-Thomas as Chairperson, Austin Kimberling as Vice-Chairperson, Laurie Collier as Treasurer and Darcy Long as Secretary for the Straits Area EMS Authority Board of members.

## **Roll-Call Vote:**

Yes: David Blake-Thomas, Laurie Collier, Eric Danielson, Austin Kimberling and Ed Serwach. No: None. Absent: Darcy Long. Motion carried unanimously.

## **Appointment of Corporate Officers:**

## A. Chief Executive Officer (CEO) & Chief Administrative Officer (CAO)

It was moved by Chairperson Blake-Thomas, seconded by Boardmember Serwach, to appoint David Blake-Thomas as CEO and Mark Wilk as CAO of the Corporation, serving in the same capacity as they currently fulfill with regard to the SIAEMS Council.

## Roll-Call Vote:

Yes: Laurie Collier, Eric Danielson, Austin Kimberling, Ed Serwach and David Blake-Thomas. No: None. Absent: Darcy Long. Motion carried unanimously.

## Banking:

A. <u>Approval for Board Treasurer to open a checking and money market account on behalf of</u> the Straits Area EMS Authority, when necessary, at First National Bank of St. Ignace.

It was moved by Boardmember Serwach, seconded by Vice-Chairperson Kimberling, to approve to open a checking and money market account on behalf of the SAEMS Authority, when necessary, at the First National Bank of St. Ignace. Motion carried unanimously.

# B. <u>Approval for Board Treasurer to order checks in the name of Straits Area EMS Authority</u> when necessary.

It was moved by Boardmember Serwach, seconded by Vice-Chairperson Kimberling, to approve the Board Treasurer to order checks in the name of SAEMS Authority, when necessary. Motion carried unanimously.

# C. <u>Approval to name Board Chairperson, Vice-Chairperson, Treasurer & Secretary as</u> signatories on new bank accounts when opened by the Board Treasurer.

It was moved by Chairperson Blake-Thomas, seconded by Boardmember Serwach, to approve naming the Chairperson (David Blake-Thomas), Vice-Chairperson (Austin Kimberling), Treasurer (Laurie Collier) and Secretary (Darcy Long) of the SAEMS Authority as signatories on any and all new bank accounts opened by the Board Treasurer at the First National Bank of St. Ignace. Motion carried unanimously.

## Adoption of Straits Area EMS Authority Policies

## A. Financial Control Policy & Procedures

Chairperson Blake-Thomas informed the Board of the following changes to the Financial Control Policy & Procedures:

Section 4a. "Each bank holding accounts owned by the SAEMS shall be directed to mail all account statements to the Secretary" was removed. Statement information is available and reviewed online, without mailing.

Also, the former Section 4b "No later than the last day of each month the Treasurer shall forward to the Secretary..." has been changed to "No later than the day of each regular monthly meeting the Treasurer shall forward to the Secretary...".

## B. Investment Policy

It was moved by Treasurer Collier, seconded by Boardmember Serwach, to approve both the Investment Policy and Financial Control Policy & Procedures as presented. Motion carried unanimously.

## Approval of 2022 Regular Meeting Schedule

It was moved by Chairperson Blake-Thomas, seconded by Boardmember Serwach, to adopt and approve the regular meeting schedule to be at 2:00 p.m. on the third Tuesday of each month at the City of St. Ignace Municipal building, consistent with the current practice. Motion carried unanimously.

## Presentation & Open Discussion

At this time, Chairperson Blake-Thomas presented a financial review of the performance of the components of Cheboygan Life Support Systems (CLSS); Cheboygan, Mackinac Island, Rogers City and the Straits Area (St. Ignace). Comparisons ranged from January to February in the years 2019, 2020 and 2021, showing the decline in revenue and increase in losses. Chairperson Blake-Thomas also discussed the issues facing the future of the SAEMS Authority and the means by which it may be able to support funding the service, such as charging each community by a pro-rated share, seeking millage or a combination of the two processes. Other concerns included how to improve staff recruitment and retention and managing the revenues and expenses differently.

## Swearing in of Board Officers

Appointed Board Officers will take the Oath of Office at the next regular meeting in April.

## Adjourn:

The next Regular meeting of the SAEMS Authority will be held on Tuesday, April 19, 2022, at 2:00 p.m. in the St. Ignace Municipal building.

There being no further business, it was moved by Chairperson Blake-Thomas, seconded by Boardmember Serwach, to adjourn the meeting at 3:41 p.m. Motion carried unanimously.

Finance Committee 04-13-22 4:00pm City Council Chambers

Present: Mayor Willie LaLonde, Councilman Mike Williford, Councilman Jim Clapperton (via Zoom)

Staff Present: City Clerk-Treasurer Andrea Insley, City Manager Darcy Long, Police Chief Tony Brown, Assistant to the City Manager Stephanie Baar

Meeting called to order at 4:11 p.m.

### Ferry Lane Soil Borings:

Recommendation from MDOT Director and Regional Engineer to do soil borings to analyze the extent of work needed on Ferry Lane

Proposed cost of \$13,650 is much lower than anticipated

Discussion of whether money should come out of Dock 3 Fund or Major Streets Fund (due to Act 51 requirements)

### Office Lease to State of MI:

DTMB has been seeking to rent office space in City Hall for over a year. After tour & discussion, they would like to use the Eastern room in the basement that is currently used for storage.

They will cover the cost of renovating/remodeling

Discussion of current City policy regarding office leases in City Hall

Committee agrees it's a good idea

#### Sale of City Property—Apartment Project

Exclusively a discussion of whether to explore further-no approvals/agreements

Residents have approached the City about buying City-owned property to build apartments

After review, a parcel on the corner of Balsam and Amelia was determined to be the best fit due to utilities being present

Questions of zoning regulations; the parcel is currently zoned R2

Discussion of protocol/procedure for selling City property. City Attorney advises that we notify nearby property-owners

Assessor valued the property at \$35,978. Questions of whether the City should incentivize housing construction.

#### PD Budget Amendment/Weapons Purchase

Chief discusses budget amendment for new weapons purchased for the department. This will ensure all officers have uniform weapons, instead of varied ones

The PD sold many old/unused weapons last year, and is currently selling more. The revenue from these sales is more than the cost of the new weapons.

Discussion of PD financials. The PD is in the General Fund and as such, its revenue gets dispersed into the General Fund.

## **GPS Marking Device**

This GPS unit will help with plotting/mapping manholes, storm drains, etc. on GIS

It would be paid out of the Water & Sewer Fund. Our current device could be auctioned off to help offset some of the cost

This device is different/serves a separate function than the Utility Line Locator that was recently purchased

Discussion of Water/Sewer financials regarding project costs

Chief Brown inquires about addressing retirement discrepancies in his contracts. City Manager will consult with Attorney.

Discussion of mowing bids and needed work at the cemetery.

Meeting adjourned at 5:17 p.m.