

CITY COUNCIL MEETING
St. Ignace, Michigan
Monday, June 17, 2019 – 7:00 p.m.
City Council Chambers

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

- I. Call to Order
- II. Pledge of allegiance
- III. Invocation
- IV. Roll call
- V. Consideration of minutes of the June 3, 2019 meeting
- VI. Public Comment
- VII. Additions to the Agenda (Council and Staff Only)
- VIII. Business
 - 1. **LETTER OF UNDERSTANDING FOR POLICE SCHEDULE CHANGE**
 - 2. **REQUEST FOR A SECOND PART-TIME POSITION IN POLICE DEPT.**
 - 3. **REQUEST FOR POLICE TRAINING**
 - 4. **WATERWAYS GRANT AGREEMENT FOR MARINA NEW PUMP OUT SYSTEM**
 - 5. **RESOLUTION TO ACCEPT THE TERMS OF THE WATERWAYS AGREEMENT**
 - 6. **SETTLEMENT OFFER FROM STATE TAX COMMISSION**
 - 7. **FINANCIALS**
- IX. Public Comment
- X. Consideration of Bill

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

A Regular Meeting of the St. Ignace City Council was held on Monday, June 3, 2019, in the Council Chambers at City Hall.

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

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

Absent: None.

Staff Present: Mike Stelmaszek, City Manager; Anthony Brown, Police Chief; Kyle Mulka, City Assessor; Andrea Insley, City Clerk/Treasurer; Charles Palmer, City Attorney; Kevin Campbell, Facility Director; Lauren Yoder, Marina Director.

Consideration of minutes from May 20, 2019 Council meeting:

It was moved by Councilmember Clapperton, seconded by Mayor Pro-Tem Paquin, to approve the minutes of May 20, 2019. Motion carried unanimously.

Limited Public Comment:

Public comment was received regarding the grass cutting.

Additions to the Agenda:

Mayor Litzner – Police Chief updates.

1. DOCK #3 LEASE BID OPENING:

City Manager Stelmaszek presented Council with one bid for the Dock #3 lease from Arnold Freight Company proposing a base lease rate for 2020 of \$28,500 with an annual increase of 3% for 2021, 2022, 2023 and 2024.

It was moved by Councilmember Fullerton, seconded by Councilmember Pelter, to approve the bid from Arnold Freight Company as proposed. Motion carried unanimously.

2. PROPOSED THREE-YEAR LEASE FOR INTERSTATE HOCKEY LEAGUE (IHL) WITH LITTLE BEAR EAST:

City Manager Stelmaszek informed Council that Kevin Campbell, Little Bear East Facility Director, received a proposed lease from Interstate Hockey League for the 2019/2020 hockey season, with the option to renew the lease for the 2020/2021 and 2021/2022 seasons by June 1st of each year. After some discussion, it was moved by Councilmember Fullerton, seconded by Mayor Pro-Tem Paquin, to approve the 2019/2020 lease for Little Bear East and the IHL pending inclusion of the following items: #5 will include "shared space within the League" at the end of the statement, and #7 will include a statement describing all constructed additions must have prior approval from the City. Motion carried unanimously.

3. REQUEST TO BEGIN RFP PROCESS FOR 2019-2023 AUDIT SERVICES:

City Manager Stelmaszek requested Council's approval to begin seeking audit services for the City's 2019 – 2023 contract by the Request for Proposal (RFP) process. It was moved by Mayor Pro-Tem Paquin, seconded by Councilmember Tremble, to approve the RFP process to hire for audit services in the City's next five-year contract. Motion carried unanimously.

4. REQUEST FOR TRAINING:

City Manager Stelmaszek informed Council that City Treasurer Insley and Deputy Treasurer Thibault will be attending training with the Michigan Municipal Treasurer's Association (MMTA) June 21st in Marquette. It was moved by Councilmember Clapperton, seconded by Councilmember St. Louis, to approve the training in Marquette for June 21st. Motion carried unanimously.

5. FIRE AGREEMENT 2019 – 2023 RATIFICATION:

City Manager Stelmaszek presented the 2019 – 2023 Fire Agreement renewal to Council which will no longer include the contributions to the maintenance of the current Fire Hall. The contract will include consideration of funding for the increased costs of the new Fire Hall in the initial year and possible insurance for Firefighters. It was moved by Mayor Pro-Tem Paquin, seconded by Councilmember St. Louis, to approve the 2019 – 2023 Fire Agreement. Motion carried unanimously.

6. RESOLUTION FOR FIREWORKS 2019:

RESOLUTION

The following resolution was offered for adoption by Councilmember Pelter, supported by Mayor Pro-Tem Paquin:

WHEREAS, the St. Ignace Visitors Bureau, and the City of St. Ignace requests permission to sponsor and hold Sensational Saturday, and

WHEREAS, Ordinance No. 413 of the City of St. Ignace, "The Peddler's Ordinance", as amended, requires certain criteria be met by the St. Ignace Visitors Bureau, to comply with the "Special Events" requirements of the City, and

THEREFORE BE IT RESOLVED, that the City Council has determined that the St. Ignace Events Committee, through its association with the St. Ignace Visitors Bureau, has met the criteria established in the various sections of Ordinance No. 413, and

FURTHER BE IT RESOLVED, that the City Council does approve the St. Ignace Events Committee to be a "Special Events Organization", and

FURTHER BE IT RESOLVED, that the City Council grants the St. Ignace Events Committee the authority to host fireworks on the following dates: June 29, 2019, July 4, 2019, July 6, 2019, July 13, 2019, July 20, 2019, July 27, 2019, August 3, 2019, August 10, 2019, August 17, 2019, August 24, 2019 and August 31, 2019 around 10:00 p.m./dusk.; and to schedule an alternate date(s) for fireworks in the event of weather cancellation; and

FURTHER BE IT RESOLVED, that the City Council grants the St. Ignace Chamber of Commerce, as the representative for the St. Ignace Events Committee, the authority to control the

vending on the above dates, during the fireworks, beginning at dusk, so as to protect our local businesses.

Roll Call Vote:

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

No: None.

Absent: None.

Resolution declared Adopted.

7. RESOLUTION FOR FISH FEAST 2019:

RESOLUTION

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

WHEREAS, the St. Ignace Events Committee request permission to conduct the St. Ignace Fish Feast, and

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

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

NOW THEREFORE BE IT RESOLVED, that the St. Ignace City Council has determined that the St. Ignace Events Committee does meet the criteria established in the various sections of the Ordinance No. 413, and

FURTHER BE IT RESOLVED, that the City Council does approve the usage of the St. Ignace public marina for this event on:

Saturday, July 20, 2019, from 2:00 p.m. until 11:00 p.m.

Roll Call Vote:

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

No: None.

Absent: None.

Resolution declared Adopted.

Additions to the Agenda:

Mayor Litzner – Chief of Police Update:

Chief Tony Brown updated Council on the recent activity in the Police Department regarding training, policy, uniforms, complaints/reports processed and blight issues.

Public Comment:

Public comment was received regarding Fire Department insurance coverage, the IHL hockey contract and outdoor ice rinks.

8. CLOSED SESSION (SECTION 8(e), MCL 15.268(e)):

It was moved by Mayor Litzner, seconded by Mayor Pro-Tem Paquin, to enter in to Closed Session with City Attorney Charles Palmer regarding pending litigation. Motion carried unanimously. After Council returned from Closed Session at 9:23 p.m., it was moved by Mayor Pro-Tem Paquin, seconded by Councilmember Fullerton, to return to open meeting. Motion carried unanimously.

Consideration of Bills:

It was moved by Councilmember Tremble, seconded by Mayor Pro-Tem Paquin, to approve payment of the bills in the amount of \$ 18,381.39. Motion carried unanimously.

The following bills were presented to Council for payment:

AIRGAS USA LLC	55.00
BELONGA EXCAVATING, LLC	90.00
D & B HEAT TRANSFER PRODUCTS INC	1,102.29
HAWKINS	438.00
INTERSTATE BATTERIES	25.90
KLOOSTER MACHINERY	297.70
MACKINAC ISLAND FERRY COMPANY	96.00
MICHIGAN STATE POLICE	33.00
NCL OF WISCONSIN INC	2,607.49
OFFICE DEPOT	117.78
OK INDUSTRIAL SUPPLY	51.00
PARAGON LABS	107.00
POLICEONE.COM	554.00
POMASL FIRE EQUIPMENT	652.68
ST IGNACE VISITOR'S BUREAU	3,000.00
STRAITS AREA GLASS	162.00
TELE-RAD INC	355.13
TRUCK AND TRAILER SPECIALTIES	1,953.25
V.T.L. INC	6,442.90
WATCH DOG GOOSE PATROL	240.27
Grand Total:	\$18,381.39

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

Connie Litzner, Mayor

Andrea Insley, City Clerk/Treasurer

CITY COUNCIL MEETING
City Council Chambers
Monday, June 17th, 2019
******MANAGERS REPORT******

LETTER OF UNDERSTANDING FOR POLICE SCHEDULE CHANGE

This six month trial period schedule change was implemented to improve the work environment and help with department scheduling issues. Chief Brown has been working with myself and the union to make this happen. In making the schedule changes from 10 hour shifts to 12 hour shifts, Holiday benefits were adjusted to mirror the schedule. In his review of the agreement, our City Attorney feels that because there is a financial component to this temporary schedule change, it should occur with your approval. Chief Brown is here to speak about the issues that have brought about the need for this new schedule.

REQUEST FOR A SECOND PART TIME POSITION IN POLICE DEPARTMENT

Chief Brown has received a good response of candidates interested in the current vacancy and is requesting that the Council allow a second part time position. Part time officers are only used for overtime shifts that cannot be filled with full time officers and for special event coverage.

TRAINING REQUEST

This request is to send two of our newest officers to a one day training conducted by the Prosecutors Training Association of Michigan (PAAM) designed for preparing officers who must testify in Court.

REQUEST TO APPROVE DNR AGREEMENT AND RESOLUTION FOR NEW REDUNDANT MARINE SEWAGE PUMPOUT SYSTEM

We have \$8,000 of the \$14,424 needed to fund this already in the budget. Some of this \$8,000 may also be needed for the Wi-Fi issue that we are currently dealing with. The remaining funds needed can be appropriated from the Marina (594 Fund) Fund balance to cover this cost. Sewage Pump out fees have already been increased to \$15 to make up for this cost.

SETTLEMENT OFFER FROM STATE TAX COMMISSION

In response to some of your questions on our bill, I was able to receive their statement that \$70,000, \$15,000, and \$10,000 was spend respectively on the audit of our 2017, 2018, and 2019 assessment rolls.

The current offer is that we pay \$65,000 in three payments. For this they would return our 2018 assessment roll upon our first payment and return our 2017 assessment roll after the last payment.

This offer represents a discount to the \$70,000 they say it cost to audit and change our 2017 assessment roll and no costs for their audit of our 2018 assessment roll. In doing so, it addresses most of our concerns. It is my recommendation we accept this offer.

There will be issues regarding their maintaining of jurisdiction of our 2017 assessment roll until after the final payment. Kyle Mulka is here to explain these issues.

FINANCIALS

Nothing has been budgeted for any settlement with the State Tax Commission. I would like to review the impact of any decision on the settlement offer and then go over it with you along with the current status on this year's budget at our next work session. I may have budget amendments ready to present to you at this time also.

OTHER MATTERS

At the time that this report went out, IHL Commissioner Mackenzie had still not come to St. Ignace to sign the lease you have approved for their use of our arena.

The biannual 2% grants have been awarded by the Tribe. The City has received a total award of \$89,200. There is an attached report with a breakdown of what this money is for.

LETTER OF UNDERSTANDING
Between
The City of St. Ignace
And
The Police Officers Labor Council

WHEREAS: The City of St. Ignace, (Employer) and the Police Officers Labor Council, (Union) are parties to a Collective Bargaining Agreement, effective January 1, 2019 through December 31, 2021.

AND: The parties are desirous of implementing a Twelve (12) hour, Eighty (80) hour work schedule, on a trial basis. The parties have agreed to modify the current Collective Bargaining Agreement for the six (6) month trial period as follows:

ARTICLE 32 – HOURS, OVERTIME AND PREMIUM RATE:

Section A-1, Work Day – Work Week:

A normal work day shall consist of eight (8) or ten (10), **or twelve (12) consecutive hours** of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time.

A regular work week shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days, **or eighty (80) hours in a fourteen (14) consecutive calendar period, if assigned to the twelve hour shift.**

Section C. Overtime:

1. Police: For all hours worked over eight (8) or ten (10) **or twelve (12)** in one (1) shift and for all hours worked over forty (40) in one (1) week **or over eighty (80) in a fourteen (14) consecutive calendar day period.**

Banked and accrued time taken shall be considered as time worked.

2. For the purpose of computing overtime pay, each sick leave day and each holiday shall be computed as eight (8) or ten (10) **or twelve (12)** hours worked; except that where an employee's regular work day consists of less than eight (8) or ten (10) hours **or twelve (12)**, each holiday and each sick leave day shall be computed as being equal to the number of hours in that employee's regular work day.

ARTICLE 33. HOLIDAY PROVISIONS:

A. The paid holidays are designated as: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. In addition, each employee shall have his own birthday off as a paid holiday. Should a holiday fall on a regular scheduled day off, the nearest regular scheduled work day shall be considered the holiday and will be paid eight (8) or ten (10) **or twelve (12)** hours of pay according to normal work day.

C. Each employee shall be paid eight (8) or ten (10) hours or twelve hours of pay at his regular straight time rate for each holiday, as provided for above, except that an employee whose regular work day consists of less than eight (8) or ten (10) hours shall be paid for the number of hours in his regular work day at his regular straight-time rate.

If an employee works on a holiday, the employee shall be paid for total hours worked on that day. Employees who are not working will only receive eight (8) hours of holiday pay.

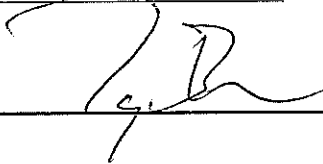
The representatives of the Employer and Union, upon the written request of either party, agree to meet, from time to time, and discuss any problems or conflicts which may arise during the six (6) month trial period of the twelve (12) hour shift schedule.

Any modifications this Letter of Understanding must be in writing and signed by the Employer and Union representatives.

At the end of the trial period the parties shall meet to determine if the twelve hour shift shall continue.

Those Articles and Sections not altered or modified herein shall remain status quo. The terms and conditions of this Letter of Understanding are not intended to diminish or reduce the current wage or benefit of any employee.

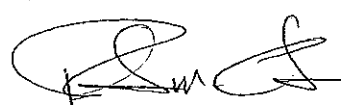
FOR THE EMPLOYER



Date

Date

FOR THE UNION



Date

Date

Tony Brown

From: Michigan State Police <MichStatePolice@govsubscriptions.michigan.gov>
Sent: Thursday, May 16, 2019 3:54 PM
To: stignacepd@lighthouse.net
Subject: PAAM Training: Cops in Court



A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY

Prosecuting Attorneys Association of Michigan Traffic Safety Training Program Presents:

Cops In Court

Thursday, July 11, 2019

DOUBLETREE HOTEL – BAY CITY RIVERFRONT
BAY CITY, MICHIGAN

Testifying on an OWI case can be a daunting experience, especially if it's your first time. This training aims to help officers prepare for court, whether it's their first or 20th time. Topics that will be covered in this one-day training include Standardized Field Sobriety Tests and how to educate a jury about them, how to handle common OWI defense challenges on the stand, and the do's and don'ts of cross examination. Participants will also get an opportunity to practice testifying based on a prior investigation they did. Seasoned OWI prosecutors will provide feedback.

WHO SHOULD ATTEND

Prosecutors and Assistant Prosecutors, Law Enforcement Officers, Traffic Safety Personnel and City Attorneys.

REGISTRATION DEADLINE JUNE 27, 2019. Registration is online only! Please visit the PAAM calendar on our website www.michiganprosecutor.org to register.

REGISTRATION FEE

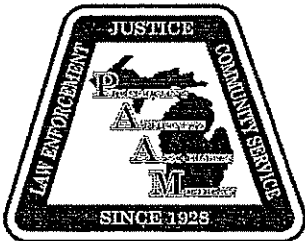
\$35 without overnight accommodations

This training will be registered with MCOLES. Prosecutors and their staff are welcome to attend, however Michigan Justice Training Funds are not eligible to use for this training.

HOTEL ACCOMMODATIONS

Overnight accommodations will be on your own. A room block has been set up at the DoubleTree Hotel in Bay City. Details on room reservations will be given upon

Confirmation #	135947
Registered By: Bennett Paul (sipdbp@lighthouse.net)	
Registration Date 5/17/2019 7:50:07 AM	Registration Amount \$35.00
Confirmation Date 5/17/2019	Amount Paid \$0.00
	Amount Due \$35.00



Traffic Safety Training Program
Presents

COPS IN COURT

DoubleTree Hotel
Bay City, Michigan
July 11, 2019

Registration Deadline: Thursday, June 27, 2019

Registrant Information

Title:	Mr.
First Name:	Bennett
Last Name:	Paul
Suffix:	
Employer:	St. Ignace Police Department
Type/Position:	Patrolman
Profession:	Law Enforcement
Office Address 1:	396 N. State Street
Office Address 2:	
Office City:	St Ignace
Office State:	MI
Office Zip:	49781
Office County:	Mackinac
Office Phone:	906.643.6077
Cell Phone:	906.298.2258
Office Fax:	906.643.8614
Office Email:	sipdbp@lighthouse.net

Registration Fee:

- \$35.00

Payment Information

Payment Method:	Check
Please provide the first name, last name and email to whom the invoice should be sent:	

Additional Information

Check Payments:

Please mail payment to:
Traffic Safety Training Program
116 West Ottawa Street
Suite 200
Lansing, MI 48913

Make all checks payable to **PAAM** and note that it is for Traffic Safety Training. Please include a copy of this registration page with your payment.

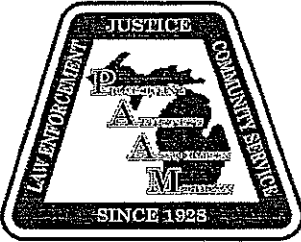
Cancellation Policy

Registrations cancelled on or before Thursday, June 27, 2019 will receive a full refund.

MCOLES and PACC Funding

This training will be registered with MCOLES. Prosecutors and their staff are welcome to attend, however PACC Training Funds are not eligible to use for this training.

Confirmation #	135945		
Registered By: Caleb Dean (stignacepd@lighthouse.net)			
Registration Date 5/17/2019 7:48:01 AM	Registration Amount	\$35.00	
Confirmation Date 5/17/2019	Amount Paid	\$0.00	
	Amount Due	\$35.00	



Traffic Safety Training Program
Presents
COPS IN COURT
DoubleTree Hotel
Bay City, Michigan
July 11, 2019

Registration Deadline: Thursday, June 27, 2019

Registrant Information

Title: Mr.

First Name: Caleb

Last Name: Dean

Suffix:

Employer: St. Ignace Police Department

Type/Position: Patrolman

Profession: Law Enforcement

Office Address 1: 396 N. State Street

Office Address 2:

Office City: St. Ignace

Office State: MI

Office Zip: 49781

Office County: Michigan

Office Phone: 906.643.6077

Cell Phone: 906.430.7338

Office Fax: 906.643.8614

Office Email: stignacepd@lighthouse.net

Registration Fee:

- \$35.00

Payment Information

Payment Method: Check

Please provide the fist name, last name and email to whom the invoice should be sent:

Name: Tony Brown

Email: stignacepd@lighthouse.net

Additional Information

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2019, between the City of St. Ignace, MACKINAC COUNTY, MICHIGAN (the "City") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the City has asked that the Department assist the City in the construction of a new marine sewage pump out system at the St. Ignace Municipal Marina (49-201) (the facilities);

WHEREAS, the Department is willing to assist the City to construct the facilities, which are estimated to cost Twenty-eight Thousand Eight Hundred Forty-eight dollars (\$28,848.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Fourteen Thousand Four Hundred Twenty-four dollars (\$14,424.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the City a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Fourteen Thousand Four Hundred Twenty-four dollars (\$14,424.00). The words "plans and specifications" shall mean the plans and specifications developed for the City for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the City of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures

acceptable to the Department and City, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the City or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the City.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The City shall:

(a) immediately appropriate the sum of Fourteen Thousand Four Hundred Twenty-four dollars (\$14,424.00) for the project, which represents Fifty (50) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the City.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The City shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The City shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil

boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The City shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the City has failed to correct any safety issues, the Department will have the necessary work completed and the City shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the City shall:

(a) establish or assign a competent and proper agency of the City to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the City shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The City shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the City for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The City shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the City.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the City due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the City and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The City shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held in perpetuity. Perpetuity is defined as life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The City

may request release from grant obligations after 20 years from date of last executed grant agreement.

5. The City shall comply with all State and Federal statutes applicable to the facilities.

6. The City must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The City must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the City for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the City and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the City shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity

laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The City agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The City represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the City without the Department's prior written approval.

13. Any failure by the City to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the [local unit of government]. The [local unit of government] has a right and an obligation to cure, and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the City shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over City property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the City, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the City shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over City property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the City shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the City a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue in perpetuity.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

CITY OF ST. IGNACE

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

Dated: _____

City Clerk

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the City of St. Ignace, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Fourteen Thousand Four Hundred Twenty-four dollars (\$14,424.00) to match the Fourteen Thousand Four Hundred Twenty-four dollars (\$14,424.00). State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
CITY OF ST. IGNACE)

I, _____, Clerk of the City of St. Ignace, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the City Board at a meeting held _____, 2019.



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

June 7, 2019

Michael Stelmaszek, City Managers
City of St. Ignace
396 N. State Street
St. Ignace, MI 19781

Dear Mr. Stelmaszek:

In accordance with our May 21, 2019 meeting and recent phone discussions and for settlement purposes only, I am providing the following information regarding the \$93,000 being charged to the City for the return of the 2017 and 2018 assessment rolls. The direct costs the State Tax Commission has incurred for the reappraisal and assumption of jurisdiction of the St. Ignace assessment roll was \$95,000 (2017 - \$70,000, 2018 - 15,000, and 2019 - \$10,000). The February 12, 2019 Order certifying the 2017 and 2018 rolls was issued with an invoice for \$92,000 reflecting a \$3,000 decrease in expenses and all staff expenses being waived (approximately \$25,000). There are no legal costs incurred by the State included in these costs. As we discussed, the rolls cannot be returned to the City until payment has been made in full. Currently, the Michigan Tax Tribunal is holding all cases in abeyance for the 2017 through 2019 tax years.

As was agreed during our June 6, 2019 telephone call, we are willing to waive the 2018 and 2019 costs (\$15,000 and \$10,000, respectively). For the 2017 costs, we are willing to accept payment from the City of \$65,000, spread over a three-year period. Upon receipt of the acceptance of this agreement, the 2018 assessment roll will be returned to the City. Upon payment of the last installment payment of the \$65,000, the 2017 roll will be returned to the City.

If you have any questions about the associated costs or this agreement, please do not hesitate to contact me. I look forward to receiving confirmation of the acceptance of this agreement after your upcoming City Council meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "David A. Buick".

David A. Buick
Acting Executive Director
State Tax Commission

2% FUNDING AWARD REQUEST REPORT

Museum of Ojibwa Culture Museum

PROJECT COST \$25,000.00 AMT. REQUESTED \$18,000.00 MF \$7,000.00
AWARDED \$17,000.00

Michilimackinac Historical Society-Fort de Buade Museum

PROJECT COST \$35,600.00 AMT. REQUESTED \$21,000.00 MF \$14,600.00
AWARDED \$ 17,000.00

City of St. Ignace Police Department

PROJECT COST \$4,000 AMT. REQUESTED \$4,000 MF \$0.00
AWARDED \$ 4,000.00

St. Ignace Recreation Department

PROJECT COST \$9000.00 AMT. REQUESTED \$ 8,000.00 MF \$1000.00
AWARDED \$ 8,000.00

Little Bear East Community Center

PROJECT COST \$1,200.00 AMT. REQUESTED \$1,200.00 MF \$0.00
AWARDED \$ 1,200.00

City of St. Ignace DDA

PROJECT COST \$5,000 AMT. REQUESTED \$4,000.00 MF \$1,000.00
AWARDED \$ 4,000.00

LaSalle High school Girls Softball Program

PROJECT COST \$6,500.00 AMT REQUESTED \$3,000.00 MF \$3,500.00
AWARDED \$3,000.00

Road Improvements

AWARDED \$6,500.00

Fire Station

AWARDED \$ 25,000.00

Lodging and Law Enforcement

AWARDED \$ 3,500.00

TOTAL AWARD \$ 89,200.00