

SPECIAL CITY COUNCIL MEETING

St. Ignace, Michigan
Monday, March 23, 2020 – 5:00 p.m.
Remote Attendance Meeting

******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 March 2, 2020 meeting
- VI. Business
 1. ADOPT INTERLOCAL AMBULANCE AGREEMENT 2020
 2. ADOPT AGREEMENT TO TERMINATE AMBULANCE MANAGEMENT CONTRACT
 3. APPROVAL TO ALLOW CITY MANAGER TO PAY BILLS DURING STATE OF EMERGENCY
- VII. Public Comment
- VIII. Consideration of Bills

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

A Regular Meeting of the St. Ignace City Council was held on Monday, March 2, 2020, 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; Lauren Yoder, Marina Director; Anthony Brown, Chief of Police; Andrea Insley, City Clerk/Treasurer; Charles Palmer, City Attorney.

Consideration of minutes from February 17, 2020 Council meeting:

It was moved by Councilmember Clapperton, seconded by Councilmember St. Louis, to approve the minutes from February 17, 2020. Motion carried unanimously.

Limited Public Comment:

Public comment was received regarding Enbridge and their community outreach information.

Additions to the Agenda:

City Manager Stelmaszek - Arts Dockside Resolution 2020.

1. INTRODUCE ORDINANCE 651 SHORT TERM RENTAL:

City Manager Stelmaszek introduced Ordinance No. 651 Short Term Rental to Council. It was moved by Councilmember Pelter, seconded by Mayor Pro-Tem Paquin, to schedule a Public Hearing for Monday, March 16, 2020, at 7:00 p.m. Motion carried unanimously.

2. POLICE DEPARTMENT UPDATE:

Police Chief Brown reviewed the Police Department's 2019 fiscal year with Council.

3. APPROVAL OF UPDATED COMMITTEES:

City Manager presented an updated Committee list for 2020 with collaboration from Mayor Litzner. It was moved by Councilmember Fullerton, seconded by Councilmember Clapperton, to approve the updated Committee list as presented. Motion carried unanimously.

4. RESOLUTION FOR JEEP THE MAC 2020:

RESOLUTION

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

WHEREAS, the St. Ignace Events Committee request permission to conduct the Jeeps on the Mac, and

WHEREAS, this event requires the usage of I-75NB and I-75BL and the St. Ignace Little Bear East Arena parking lot, 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 I-75NB, I-75BL and the St. Ignace Little Bear East Arena parking lot for this event on:

April 24, 2020

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.

5. APPROVAL FOR SPRING EXPO 2020:

City Manager Stelmaszek introduced Bridgett Sorenson representing the St. Ignace Visitors Bureau to inform Council of the Spring Expo 2020 taking place at Little Bear East May 1- 3, 2020.

It was moved by Mayor Pro-Tem Paquin, seconded by Councilmember Fullerton, to approve the Spring Expo 2020 event at Little Bear East. Motion carried unanimously.

6. RESOLUTION FOR 45TH ANNUAL ST. IGNACE CAR SHOW 2020:

Resolution

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

WHEREAS, St. Ignace Visitors Bureau requests permission to conduct the "45th Annual St. Ignace Car Show Weekend" 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

THEREFORE BE IT RESOLVED that the City Council has determined that the 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 June 25, 26, 27, 28, 2020 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 "45th Annual Car Show Weekend", and

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

45th. Annual St. Ignace Car Show Weekend– June 25, 26, 27, 28, 2020, American Legion Park, parking lot only, and other public properties located between Marquette Street and Church Street on State Street for the Car Show on Saturday, June 27, 2020 between 4:00 a.m. and 5:00 p.m., and State A Street and Church Street, for the parade on Friday, June 26, 2020, from 6:00 p.m. to 10:00 p.m., subject to MDOT approval.

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.

7. RESOLUTION FOR 6TH ANNUAL ROCK & RUN 2020:

RESOLUTION

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

WHEREAS, the Mackinac Straits Health Foundation request permission to conduct the Rock and Run Half-Marathon and 5-K Run/Walk; and

WHEREAS, this event requires the usage of North State, Graham, Hombach, Paro, Church and Bertrand Streets; 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 Mackinac Straits Health Foundation 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 North State, Graham, Hombach, Paro, Church and Bertrand Streets for this event on:
Saturday, May 16, 2020 @ 8:30a.m.

Roll Call Vote:

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

No: None.

Absent: None.

Resolution declared Adopted.

8. RESOLUTION FOR DOWNTOWN YARD SALE 2020:

Resolution

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

WHEREAS, the St. Ignace Business Association is requesting to sponsor the Downtown Yard Sale, 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.

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

FURTHER BE IT RESOLVED that the City Council does approve the usage of downtown property for this event on Saturday, June 20, 2020, from 8 a.m. – 5 p.m.

Roll Call Vote:

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

No: None.

Absent: None.

Resolution declared Adopted.

Additions to the Agenda:

City Manager Stelmaszek – Arts Dockside Resolution 2020:

Resolution

The following Resolution was offered for adoption by Mayor Litzner, supported by Councilmember Tremble:

WHEREAS, the St. Ignace Business Association requests permission to sponsor and hold the "Arts Dockside", and

WHEREAS, the event requires the use of public streets and property in the Dock No. 2 area, 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 Business Association in compliance with the "Special Events" requirements of the City, and

WHEREAS, the St. Ignace Business Association has provided the City Council with all of the information required by Ordinance No. 413.

THEREFORE BE IT RESOLVED that the City Council has determined that the St. Ignace Business Association 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 Business Association to be a Special Events Organization and approves the use of the Dock No. 2 area and the easterly northbound lane of South State Street between McCann Street on the South and Truckey Street on the North for this event on:

Saturday, September 5, 2020
Sunday, September 6, 2020

Roll Call Vote:

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

No: None.

Absent: None.

Resolution declared Adopted.

Public Comment: None.

Consideration of Bills:

It was moved by Councilmember Pelter, seconded by Councilmember Tremble, to approve payment of the bills in the amount of \$30,675.08. Motion carried unanimously.

The following bills were presented to Council for payment:

| | |
|-------------------------------------|-----------|
| ADVANCED VOIP DATA LLC | 1,504.00 |
| HAWKINS | 2,488.58 |
| HD SUPPLY FACILITIES MAINTENANCE LT | 1,971.97 |
| HYDRITE CHEMICAL CO | 15,180.72 |
| IDEXX DISTRIBUTION CORP | 1,215.36 |
| INTERSTATE BATTERIES | 23.90 |
| J.A.S. VENEER & LUMBER | 180.00 |
| KSS ENTERPRISES | 14.69 |
| MACKINAC PLUMBING AND HEATING CO | 124.22 |
| MC VEIGH'S TRUCK SPRINGS | 2,311.94 |
| MICHAEL RICHARD LAMB | 432.50 |
| MILLER CONSULTATIONS&ELECTIONS,INC | 109.83 |
| NATIONAL SAFETY COMPLIANCE INC | 250.00 |
| NSI LAB SOLUTIONS | 524.00 |
| OK INDUSTRIAL SUPPLY | 18.15 |
| PARAGON LABORATORIES, INC | 75.00 |
| QUARTZ LAMPS INC | 2,706.92 |

| | |
|----------------------------------|-------------|
| STANDARD ELECTRIC COMPANY | 332.87 |
| SYNCB/AMAZON | 403.43 |
| TED FESTERLING LLC | 532.00 |
| UPPER PENINSULA GOLF ASSOCIATION | 125.00 |
| USGA CLUB MEMBERSHIP | 150.00 |
| Grand Total: | \$30,675.08 |

There being no further business, the meeting adjourned at 7:18 p.m.

Connie Litzner, Mayor

Andrea Insley, City Clerk/Treasurer

**SPECIAL CITY COUNCIL MEETING
REMOTE ATTENDANCE
MONDAY, MARCH 23RD, 2020
AT 2:00PM
****MANAGERS REPORT******

INTERLOCAL AMBULANCE AGREEMENT 2020

This agreement has been reviewed by our City Attorney and approved by all the townships listed in the agreement. This agreement would allow a newly formed "St. Ignace Area Emergency Medical Services Council" to have their own tax ID number, which would allow them to encore and manage their own debt and apply for grants.

AGREEMENT TO TERMINATE AMBULANCE MANAGEMENT CONTRACT

The two agreements are in conflict. Upon approval of a different agreement it is necessary to resend the former agreement.

APPROVAL TO ALLOW CITY MANAGER TO PAY BILLS DURING STATE OF EMERGENCY

I am requesting permission to rescind the normal procedures during this time of emergency and pay all bills not exceeding \$10,000.

**INTERLOCAL AGREEMENT AMONG THE CITY OF ST. IGNACE,
THE TOWNSHIP OF MORAN, THE TOWNSHIP OF ST. IGNACE, THE TOWNSHIP
OF BREVORT, THE TOWNSHIP OF TROUT LAKE, AND THE TOWNSHIP OF HENDRICKS**

This interlocal agreement (the "Agreement") is entered into, pursuant to the Urban Cooperation Act of 1967, as amended, by and among the City of St. Ignace, a Michigan municipal corporation, of 396 N. State Street, St. Ignace, Michigan 49781; the Township of Moran, a Michigan general law township, of P.O. Box 364, St. Ignace, Michigan 49781; the Township of St. Ignace, a Michigan general law township, of P.O. Box 233, St. Ignace, Michigan 49781; the Township of Brevort, a Michigan general law township, of N. 4020 Church Road, Moran, Michigan 49760; the Township of Trout Lake, P.O. Box 215, Trout Lake, Michigan 49793; and the Township of Hendricks, a Michigan general law township, of N. 5115 Hiawatha Trail, Naubinway, Michigan 49762 (Collectively, the "Governmental Units"), effective on the first day of April, 2020.

RECITALS

Whereas, for several years, with the exception of Trout Lake Township, the Governmental Units have worked together as the St. Ignace Community Area Ambulance Service (the "Service") to collectively contract with an emergency-medical services provider for the provision of pre-hospital, emergency-medical services to residents of and visitors to the Governmental Units at both the State-licensed basic life support ("BLS") and State-licensed advanced life support ("ALS") levels (collectively "EMS"), and

Whereas, after exploring and studying various options, the Governmental Units now desire to terminate the Service and to replace same with an interlocal agreement to create the St. Ignace-Area Emergency-Medical Services Council, as authorized by the Urban Cooperation Act of 1967, as amended, MCL § 124.501, *et seq.* (the "Act"), which allows public agencies, such as cities and townships, to enter into interlocal agreements to jointly exercise "any power, privilege, or authority that the agencies share in common and that each might exercise separately" to administer and pay for the provision of EMS and related services within the Governmental Units.

Now, therefore, in consideration of the mutual promises hereinafter set forth and for other valuable consideration, hereby acknowledged by and among the Governmental Units, the Governmental Units agree to the following terms and conditions:

1. **Creation of the St. Ignace-Area Emergency-Medical Services Council.** Pursuant to Section 7 of the Act, the Governmental Units hereby create the St. Ignace-Area Emergency-Medical Services Council (the "Council"), a separate not-for-profit public body, to administer the provisions within this Agreement.

2. **Purpose of Council.** The purpose of the Council is to contract with one or more emergency-medical services providers to provide EMS and related support services, EMS facilities, vehicles, equipment, and supplies to residents of and visitors to the Governmental Units and to pay for same and to assure uninterrupted EMS service, after having determined that the cost for same would be more economical and feasible than it otherwise would be if each Governmental Unit were to provide such service separately for its own territory.

3. **Term.** This Agreement shall be for a term of three year(s) and shall automatically renew for successive one-year terms, unless one or more of the Governmental Units provides six months' advance written notice to each of the other Governmental Units of its intent to not renew.

4. **Council Membership.** The Governmental Units shall constitute the sole initial members of the Council.

5. **Council's Board of Directors.** The Council shall be governed by a six-member Board of Directors that shall have full authority for the administration of the Council, pursuant to the terms contained within this Agreement and applicable law, and in accordance with the following:
 - a. **Directors.** The Governmental Units shall each appoint one appointed or elected official to serve on the Council's board of directors who shall represent the interests of such Governmental Unit. Each of the directors on the board of the Council is entitled to vote and shall take the oath of office, as required by Article II, Section 1, of the Michigan Constitution before assuming his or her duties as a board member. Board members shall not receive compensation from the Council for their services.

 - b. **Term.** Each member appointed by a Governmental Unit shall serve on the Council's board of directors for a term determined by the appointing Governmental Unit in its discretion.

 - c. **Removal.** Any member of the Council's board of directors may be removed, with or without cause, by legislative vote of the Governmental Unit appointing such member. In the event of such a removal, the Governmental Unit removing the member shall promptly replace that member in accordance with the above paragraph (a).

- d. **Voting.** Unless otherwise stated in this Agreement or by law, action taken by the Council's board of directors shall require the affirmative vote of a least a simple majority of the board members.
 - e. **Quorum.** The board of directors shall not take any action at a meeting unless a quorum of its members is present. A quorum shall constitute a simple majority of the board members.
 - f. **Meetings.** The board of directors shall hold an annual meeting and shall hold regular meetings a least one time per quarter, and shall comply with the Open Meetings Act, Public Act 267 of 1976, MCL § 15.261, *et seq.*, as may be amended from time to time. Regular meetings shall be as scheduled by the board of directors, and special meetings may be called by the Chairperson or by two board members.
 - g. **Minutes.** The minutes of all regular and special meetings shall be prepared and approved as required by law. Minutes and other public documents shall be subject to the provisions of the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended.
 - h. **Rules of Procedure.** The board of directors may adopt rules of procedure for the conduct of its meetings. If no rules are adopted, then the meetings shall be conducted pursuant to Robert's Rules of Order.
6. **Officers of the Board of Directors.** The board of directors shall appoint a Chairperson, Vice-Chairperson, Secretary, and Treasurer to serve such terms as the board of directors shall establish. The offices of Secretary and Treasurer may be combined and held by one Board member. In addition to any duties the Board may establish from time to time, the officers shall have the following duties:
- a. **Chairperson.** The Chairperson shall preside over all of the Board's meetings and shall sign all agreements on behalf of the Board.
 - b. **Vice-Chairperson.** In the event that the Chairperson is absent, the Vice-Chairperson shall assume the duties of the Chairperson.

- c. **Secretary.** The Secretary shall record the minutes of all board meetings, shall keep all records of the Council, and shall certify records when certification is required. The board may delegate the Secretary's duties as allowed by law.
 - d. **Treasurer.** The treasurer shall serve as custodian of the Council's funds after first giving bond to the Council, conditioned upon the faithful performance of the Treasurer's duties. The Treasurer shall deposit the Council's funds in financial institutions as directed by the board and as otherwise required by law. The board may delegate the Treasurer's duties as allowed by law.
7. **Indemnification.** To the extent not otherwise prohibited by law, the Council shall hold harmless, indemnify, and defend the directors and officers from and against any cause of action, claim, damage, accident, injury, or liability in connection with this Agreement, including but not limited to the performance of their duties, except to the extent that any such loss, claim, damage, or liability is finally judicially determined to have resulted from the gross negligence, bad faith, willful misfeasance, or reckless disregard by indemnitee of his or her obligations or duties.
8. **Fiscal Year.** The fiscal year of the Council shall be from January 1 to December 31.
9. **Annual Budget.** The Council's board of directors shall prepare and approve an annual line-item budget, in accordance with the Uniform Budget and Accounting Act, for the provision of EMS within the territories of the Governmental Units no later than November 1st of each year for the following fiscal year. Said budget shall provide for a reserve fund that is equal to ten percent (10%) of the sum of all other line items in the budget.

The Council shall not exceed any line-item expense in the budget, unless the budget is amended by the board of directors allowing any such exceedance, or unless the expense is one of emergent necessity, as determined by the Board of directors.

10. **Funding.** Each of the Governmental Units shall pay a *pro-rata* portion of the Council's annual budget on a quarterly basis, on January 1, April 1, July 1, and October 1, of each year, from whatever revenue source it deems appropriate. The pro-rata portion of each Governmental Unit shall be calculated on a percentage basis based on the most recent census population data and recalculated each time new census population data are released. Initially, the Governmental Units shall each pay the following percentages of the Council's annual budget:

| | |
|------------------------|-----|
| City of St. Ignace | 44% |
| Township of Moran | 18% |
| Township of St. Ignace | 17% |
| Township of Brevort | 11% |
| Township of Trout Lake | 7% |
| Township of Hendricks | 3% |

The respective pro-rata portions shall be recalculated in the event a Governmental Unit withdraws from the Council or a new public agency is admitted to the Council, as provided in this Agreement.

11. Powers of Council. In addition to all powers enumerated in this Agreement and in the Act, the Council has the following powers:

- a. Make and enter into contracts;
- b. Employ agencies or employees;
- c. Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- d. Acquire, hold, lease, or dispose of property; incur debts, liabilities, or obligations that, except as expressly authorized by the Governing Units, do not constitute the debts, liabilities, or obligations of any of the Governmental Units to this Agreement;
- e. Cooperate with a public agency, an agency or instrumentality of that public agency, or other legal entity created by that public agency under the Act;
- f. Make loans from the proceeds of gifts, grants, assistance funds, or bequests pursuant to the terms of the interlocal agreement creating the entity;
- g. Form other entities necessary to further the purpose of the interlocal agreement;
- h. Sue and be sued;
- i. Borrow money and issue bonds or notes in the Council's name – which shall be a debt of the Board and not of the participating Governmental Units -- for local public improvements or for development purposes as provided herein; provided, however, that the Board shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the entity, exceeds two mills of the taxable value of the taxable property within the

Governmental Units' collective territories as determined under section 27a of the General Property Tax Act, 1893 P.A. 206, MCL §211.27a.

12. **Tax Levies Prohibited.** The Council shall not have the power or authority to levy any type of tax within the boundaries of the Governmental Units or otherwise.
13. **Emergency-Medical Services Providers.** The Council may enter into agreements with emergency-medical service providers to provide EMS to residents of and visitors to the Governmental Units on terms and conditions that the Council deems appropriate and as otherwise required by law.
14. **Annual Audit.** The Council shall engage a certified public accountant to conduct a financial audit each year, and copies of same shall be provided to the Governmental Units and submitted to federal and state agencies as required by law.
15. **Withdrawal of Governmental Unit.** Any Governmental Unit may withdraw from this Agreement and on the Council by notifying the remaining Governmental Units of its intent to withdraw from the Agreement and Council by providing at least six months' written notice prior to the expiration of the then-current term of this Agreement. The withdrawing Governmental Unit shall continue to pay its pro-rata portion of the budget until its effective date of withdrawal and shall also continue to receive EMS services until such effective date of withdrawal. The withdrawing Governmental Unit shall continue to be liable for its portion of any liabilities or debt incurred during the time it was a member of the Council. The withdrawal of a Governmental Unit shall not terminate this Agreement.
16. **Addition of New Public Agency Member.** Upon unanimous vote of the members of the Council's board of directors, another public agency, as defined by the Act, shall be authorized to become a member of the Council; provided, however, that the governing body of said public agency shall have passed a resolution to become bound by the terms and conditions of this Agreement as it then exists and further provided that the Council's board of directors has determined that the addition of the new public agency member would not negatively impact the financial condition of the Council. After the admission of a new public agency, it shall appoint a member to the Council's board of directors in accordance with paragraph 3(a).
17. **Dissolution.** The Council may be dissolved by a vote of not less than two-thirds of the governing bodies of each of the Governmental Units. Upon dissolution of the

Council, all outstanding debts and obligations of the Council shall first be paid. Thereafter, all assets, real and personal, must be sold and the proceeds from same, together with all other remaining monies of the Council, shall be divided among the Governmental Units in accordance with their then-current pro-rata share allocation.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the Governmental Units. This Agreement supersedes any and all other prior or contemporaneous verbal or written communications by or among the Governmental Units pertaining to the subject matter herein contained.
19. **Non-assignability.** This Agreement is not assignable.
20. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
21. **Approval of Governmental Units.** This Agreement shall not go into effect unless and until all of the Governmental Units have each approved same by resolution of their respective governing bodies, in accordance with all applicable laws.
22. **Governmental Immunity.** This Agreement shall not be construed as a waiver or limitation of governmental immunity or any other liability defense on behalf of any Governmental Unit or the Council, or any official or employee thereof.
23. **Severability.** In the event that a court of competent jurisdiction declares any provision on this Agreement to be invalid, illegal, or unenforceable, for any reason, said invalidity, illegality, or unenforceability shall not have any effect upon any other provision within this Agreement, or constitute a waiver of any right under this Agreement.
24. **Governing Law.** This Agreement shall be subject to and construed under the laws of the State of Michigan with venue in the County of Mackinac.
25. **Captions.** The captions contained within this Agreement are for convenience purposes only and shall not have any substantive effect.
26. **Amendments.** This Agreement shall not be modified or amended, unless authorized by the Governmental Units, made in writing, and signed by each Governmental Unit.

27. **Notices.** All notices required by this Agreement shall be made in writing and shall be delivered to the Governmental Units at the addresses set forth in the first paragraph of this Agreement.

28. **Construction.** The Governmental Units all had input in the drafting of this Agreement, and such, no one Governmental Unit shall be deemed to be the drafter of this Agreement.

29. **Counterparts.** This Agreement may be executed on one or more counterparts.

CITY OF ST. IGNACE

Dated: _____

By: Connie Litzer
Its Mayor

TOWNSHIP OF MORAN

Dated: 3-4-20

By: Jim Durm
Its Supervisor

TOWNSHIP OF ST. IGNACE

Dated: 3-11-20

By: Steven Campbell
Its Supervisor

TOWNSHIP OF BREVORT

Dated: _____

By: Edward Serwach
Its Supervisor

TOWNSHIP OF TROUT LAKE

Dated: 3-12-2020

By: Helen Fischer
Its Supervisor

TOWNSHIP OF HENDRICKS

Dated: 3-3-2020

Howard Hood
By: Howard Hood
Its Supervisor

AGREEMENT TO TERMINATE AMBULANCE MANAGEMENT CONTRACT

This Agreement to Terminate Ambulance Management Contract (the "Agreement") is entered into by and among Cheboygan Life Support Systems, Inc., a Michigan nonprofit corporation, of 536 M.M. Riggs Drive, Cheboygan, Michigan 49721 (hereinafter, "CLSS"); the City of St. Ignace, a Michigan municipal corporation, of 396 N. State Street, St. Ignace, Michigan 49781; the Township of Moran, a Michigan general law township, of P.O. Box 364, St. Ignace, Michigan 49781; the Township of St. Ignace, a Michigan general law township, of P.O. Box 233, St. Ignace, Michigan 49781; the Township of Brevort, a Michigan general law township, of N. 4020 Church Road, Moran, Michigan 49760; and the Township of Hendricks, a Michigan general law township, of N. 5115 Hiawatha Trail, Naubinway, Michigan 49762 (Collectively, the "Governmental Units"), effective on the ____ day of February, 2020.

RECITALS

Whereas, effective April 1, 2015, CLSS and the Governmental Units entered into the Ambulance Management Service Contract (the "Contract") for CLSS to provide advanced life support ambulance services to the Governmental Units;

Whereas, after exploring and studying various options, the Governmental Units, together with the Township of Trout Lake, now desire to enter into an interlocal agreement to create the St. Ignace Area Emergency-Medical Services Council (the "Council"), pursuant to the Urban Cooperation Act of 1967, as amended, MCL § 124.501, *et seq.* (the "Act"), which allows public agencies, such as cities and townships, to enter into interlocal agreements to jointly exercise "any power, privilege, or authority that the agencies share in common and that each might exercise separately" to administer and pay for the provision of emergency-medical and related services within the Governmental Units and the Township of Trout Lake;

Whereas, CLSS and the Governmental Units desire the Council to enter into an agreement with CLSS for CLSS to provide advanced life support ambulance services within the territories of the Governmental Units and the Township of Trout Lake, effective April 1, 2020.

Whereas, pursuant to paragraph VI of the Contract, the Contract automatically renews for successive one-year terms, unless CLSS or the Governmental Units provides the other with at least 180 days' advance written notice of termination prior to the end of the then-current term; and

Whereas, pursuant to paragraph 7.1(A), CLSS and the Governmental Units now mutually desire to terminate the Contract, pursuant to the terms and conditions herein stated.

Now, therefore, in consideration of the mutual promises hereinafter set forth and for other valuable consideration, hereby acknowledged by and among CLSS and the Governmental Units, CLSS and the Governmental Units agree to the following terms and conditions:

1. **Termination.** Subject to paragraph 2 below, CLSS and the Governmental Units each agree to terminate the Contract, effective March 31, 2020.

2. **Creation of the Council.** The above-stated termination shall become null and void in the event that the Governmental Units and Trout Lake Township do not form the Council and enter into a new advanced life support ambulance services agreement with CLSS, effective on April 1, 2020.
3. **Time of Essence.** For all purposes of this Agreement, time shall be deemed of the essence.
4. **Captions.** The captions contained within this Agreement are for convenience purposes only and shall not have any substantive effect.
5. **Counterparts.** This Agreement may be executed on one or more counterparts.

Dated: _____

CHEBOYGAN LIFE SUPPORT SYSTEMS, INC.



By: Dallas Hyde
Its Director

CITY OF ST. IGNACE

Dated: _____

By: Connie Litzer
Its Mayor

TOWNSHIP OF MORAN

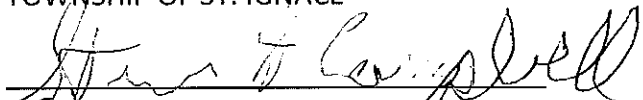
Dated: 3-4-20



By: Jim Durm
Its Supervisor

TOWNSHIP OF ST. IGNACE

Dated: 3-17-20



By: Steven Campbell
Its Supervisor

TOWNSHIP OF BREVORT

Dated: _____

By: Edward Serwach
Its Supervisor

Dated: 3-3-2020

TOWNSHIP OF HENDRICKS

Howard Hood

By: Howard Hood
Its Supervisor

Mike Stelmaszek

From: Mike Stelmaszek <citymgr@lighthouse.net>
Sent: Friday, March 20, 2020 3:58 PM
To: connie_litzner@yahoo.com; uplawyer@hotmail.com; Connie Litzner (simayorcl@lighthouse.net); 'Jay Tremble (ctremble53@att.net)'; 'Jim Clapperton (jimclapperton@gmail.com)'; Kayla Pelter; 'Luke Paquin (lukescardetailing@yahoo.com)'; Mayor; Paul Fullerton (cessnaa185f@yahoo.com); 'Robert St. Louis (unclesaucy@hotmail.com)'
Cc: Mark Wilk (wilkster@lighthouse.net); Erich Doerr (erich@stignacenews.com); (sifd@lighthouse.net); Andrea Insley (siclerk@lighthouse.net); bfraser@lighthouse.net; Brian Olsen (olsenb@rsscott.com); dda@lighthouse.net; Gary Sorenson (gary.sorenson@icloud.net); 'Helen Thibault (sisec@lighthouse.net)'; Lauren Yooder; Megan Lamb; Morgan Mills (morganm@cityofstignace.net); recreation@cityofstignace.net; siassessor@lighthouse.net; St. Ignace P.D. (stignacepd@lighthouse.net)
Subject: FW: Zoom Video Conference Invite for special meeting

Council Members;

The Mayor has called a Special Meeting of the City Council to attend to matters that cannot be put off. Because of the nature of the emergency we are in, all attendance for both the public, staff, and the City Council will be from a remote location via "Zoom" technology. If you would like to use your computer, the instructions and attendance information is explained below. **If you would like to keep it simple, you can use any phone and the below attendance information to participate just like you would with a conference call.** The meeting is scheduled to start at 5:00pm, please call in ahead of time to ensure you get connected properly. You will receive a packet tonight. We will need to establish a quorum before we can begin the meeting.

From: Kyle Mulka [mailto:siassessor@lighthouse.net]
Sent: Friday, March 20, 2020 3:17 PM
To: citymgr@lighthouse.net
Subject: Zoom Video Conference Invite for special meeting

A special meeting of the City Council will be held via Zoom at 5pm Monday march 23. Zoom is a video conference platform that simply installs as an add-in to your internet browser – no need to download and install any special software beforehand. Besides an internet connection, you will need a computer, tablet, or cell phone, plus a microphone and speakers (or headset). If you do not have a microphone and speakers, a call-in option using a land line or cell phone for audio is also available.

Topic: City Council Special Meeting

Time: Mar 23, 2020 05:00 PM Eastern Time (US and Canada)

Click the link below to Join the Zoom Meeting

<https://zoom.us/j/540357843>

Meeting ID: 540 357 843

To dial in audio for the meeting call the number below

+1 301 715 8592