



CITY OF MARINE CITY

City Commission Meeting Agenda

Guy Community Center
260 South Parker Street

Regular Session: Thursday, March 7, 2024; 7:00 PM

1. CALL TO ORDER

2. MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE AGENDA

5. PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS

6. PUBLIC COMMENT

Anyone is welcome to address the City Commission. Please state name and limit comments to five (5) minutes. This is a time for you to raise issues. The Commission will not respond, but issues will be followed up on as necessary.

7. APPROVE MINUTES

- a. City Commission Meeting Minutes - February 1, 2024
- b. City Commission Closed Session Meeting Minutes - February 15, 2024

8. CONSENT AGENDA

- a. 300 Broadway Meeting Minutes - January 29, 2024
- b. Community & Economic Development Meeting Minutes - November 29, 2023

9. ITEMS REMOVED FROM CONSENT AGENDA

10. FINANCIAL BUSINESS

- a. Expenditures (including payroll) – \$575,490.23

11. UNFINISHED BUSINESS

- a. Response to Letter of Intent to Purchase Washington Life Center Property - East China School District
- b. Ordinance 02-2024 - Winter Parking and Snow Removal 2nd Reading and Adoption

12. NEW BUSINESS

- a. Annual Reports from City Departments and Planning Commission
- b. Radio Purchase Approval

13. ADMINISTRATIVE REPORTS

14. COMMISSIONER PRIVILEGE/LIAISON REPORTS

15. CLOSED SESSION

- a. Closed Session with Legal Counsel to Discuss Pending Litigation Under 15.268(e)

16. ADJOURNMENT

7.a



AGENDA MEMO

TO: Mayor Vandebossche & Commissioners

FROM: City Clerk Jason Bell

SUBJECT: City Commission Meeting Minutes - February 1, 2024

BACKGROUND INFORMATION:

ORIGINATING DEPARTMENT: Clerk

BUDGETED ITEM:

REVIEWED BY:

STAFF RECOMMENDATION

PRESENTED BY:

RECOMMENDED ACTION(s) Approve the City Commission Meeting Minutes of February 1, 2024

DATE APPROVED FOR AGENDA:

ATTACHMENTS:

[2024-02-15 Minutes.pdf](#)

**City of Marine City
City Commission Minutes
February 15, 2024**

A Regular Session of the Marine City Commission was held on Thursday, February 15, 2024 at Guy Community Center
260 South Parker Street at 7:00 PM.

Present: Mayor Jennifer Vandenbossche, Commissioners Jacob Bryson, Lisa Hendrick, William Klaassen, Sean O'Brien, Rita Roehrig, Brian Ross; Clerk Jason Bell, City Manager Scott Adkins, Lawyer Bob Davis

Roll Call: Mayor Jennifer Vandenbossche; Commissioners Jacob Bryson, Elizabeth Hendrick, William Klaassen, Sean O'Brien, Rita Roehrig, Brian Ross; City Manager Scott Adkins.

APPROVE AGENDA

For complete audio/video of meeting, visit the following link:
<https://www.youtube.com/watch?v=SWY24DjGOUQ>

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to approve the agenda. All Ayes. Motion Carried.

PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS

Kaleb Rickert Recognition

Mayor Vandenbossche presented Kaleb Rickert with a Certificate of Achievement for his accomplishments in BMX racing.

Historical Society of Marine City Endowment Fund Presentation

Georgia Phelan of the Historical Society spoke on the endowment fund that was created for the maintenance of 300 Broadway. She provided brochures on the fundraising campaign and urged anyone to call 810-765-3665 with any questions.

PUBLIC COMMENT

Anyone is welcome to address the City Commission. Please state name and limit comments to five (5) minutes. This is a time for you to raise issues. The Commission will not respond, but issues will be followed up on as necessary.

Roland Woelkers spoke against marijuana. He also spoke on law enforcement's role with the facilities.

Paul Yanke spoke against marijuana.

Mike Hilferink spoke in favor of marijuana. He also spoke on the Police Department business office not being open during posted hours as well as issues at the water plant and beach bathrooms not being addressed and fixed. He also inquired on the status of the Washington Life Center property.

Dan LaVere spoke against marijuana.

Father Louis Lapeyre spoke against marijuana.

Michale Page spoke against marijuana.

APPROVE MINUTES

City Commission Meeting Minutes - February 1, 2024

Commissioner Ross confirmed the F&V invoice would be covered by the grant.

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to approve the City Commission Meeting Minutes of February 1, 2024. All Ayes. Motion Carried.

CONSENT AGENDA

Motion by Commissioner O'Brien, seconded by Commissioner Klaassen, to approve the consent agenda items a-f as presented. . All Ayes. Motion Carried.

- 8.a MCAFA Run Report
- 8.b Departmental Monthly Activity Reports
- 8.c Election Commission Meeting Minutes - December 14, 2023
- 8.d Election Commission Meeting Minutes - January 15, 2024
- 8.e 300 Broadway Committee Meeting Minutes - November 27, 2023
- 8.f Dangerous Building Board of Appeals Meeting Minutes - October 4, 2023

ITEMS REMOVED FROM CONSENT AGENDA

FINANCIAL BUSINESS

Expenditures (including payroll) – \$608,943.68

Motion by Commissioner Bryson, seconded by Commissioner Ross, to approve expenditures including payroll in the amount of \$608,943.68. . All Ayes. Motion Carried.

Preliminary Financial Statements - January 2024

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to receive and file the preliminary Financial Statements January 2024. All Ayes. Motion Carried.

McBride-Manley Audit Presentation

Curtis McBride of McBride-Manely PLC presented the 2023 Fiscal Year audit findings. He stated the City received a clean opinion from the firm and there were two significant internal control findings; bank reconciliations not being performed on time and property tax reconciliation not being performed on time. There were six internal control findings altogether. Full audit findings follow can be found at the following link

https://www.cityofmarinecity.org/sites/g/files/vyhlf851/f/uploads/audit_results_2022-2023.pdf

Fiscal Year End June 30, 2023, Annual Audit

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to receive and file the Fiscal Year End June 30, 2023 Annual Audit. All Ayes. Motion Carried.

UNFINISHED BUSINESS

Police Department - Body Camera Waiver

Chief Heaslip stated he was bringing back the request for body camera upgrades due to a quoting error from the Axon presentation some months ago. He stated the Axon body cameras were not feasible as there was an additional \$40,000 fee and the budget could not sustain that. He presented a quote from the current company who provides the department body cameras, GETAC.

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to waive competitive bidding for GETAC body cameras. All Ayes. Motion Carried.

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to approve \$10,195 to complete the purchase of the body cameras. All Ayes. Motion Carried.

Ordinance 24-001 – Adult Use Marijuana Ordinance and Application Review Discussion

City Manager Adkins spoke on the ordinance and changes requested as well as changes to the maps and the Commission was presented with the updated ordinance, maps and sample application.

Commissioner Ross spoke on the State law requiring a 1,000 foot buffer from K-12 schools, mental health facilities, churches and areas zoned specifically residential and he would like to see maps based on those buffers as well as a 500 foot buffer from residences. City Manager Adkins confirmed the requested changes to the ordinance under section C: locations permitted and setbacks, retain a & b proposing increases in schools, mental health facilities; add G "not included in zoned residential"; State law to replace F.

Motion by Commissioner Ross, seconded by Commissioner Roehrig, to request City Manager to engage GIS service to create maps with 1,000 foot boundaries from K-12 schools and areas zoned residential at GIS availability and ability. Ayes: Bryson, Hendrick, O'Brien, Roehrig, Ross, Vandebossche. Nays: Klaassen. Motion Carried.

ARPA Fund Allocation Discussion

City Manager Adkins provided an update on ARPA funds and the timeline for allocation and spending and stated there was \$300,000 allocated and passed by the Commission with approximately \$135,000 remaining to be allocated. He stated there was a request for allocation for tablets not to exceed \$25,000 and requested to increase the previous park improvement allocations to all remaining unallocated funds. City Manager Adkins stated the proposal was sent to the East China School District regarding the purchase of the Washington Life Center property and has received no response. Commissioners Ross and Hendrick inquired if a final answer and more research could be done regarding the Washington Life Center property. Commissioner O'Brien inquired on the time table for the ARPA funds and City Manager Adkins stated funds needed to be allocated by end of 2024 and spent by 2025.

Tablet Purchase - CDWG

City Manager Adkins spoke on the request to purchase tablets using ARPA funds for the purpose of coordinating with Granicus agenda software. Clerk Bell spoke on the quote and price comparisons to find the best pricing.

Motion by Commissioner Ross, seconded by Commissioner O'Brien, to approve purchase of 14 Microsoft Surface tablets, accessories and warranties from CDWG under MiDEAL pricing in the amount of \$22,300.88 using ARPA funds. All Ayes. Motion Carried.

303 S Water Street Sale Proceeds Discussion

City Attorney Davis spoke on funds available from property sale of 303 S Water Street and history of funds and stated he gave previously 3 fund breakdowns and for the Commission to give thought on making the general fund whole. Commissioner Roehrig inquired about using all proceeds plus ARPA funds to build a community center and Commissioner Ross stated all proceeds should be put in a restricted fund.

NEW BUSINESS

Ordinance 02-2024 - Winter Parking and Snow Removal 1st Reading

City Manager Adkins stated when the Winter parking ordinance was changed years ago it eliminated all of the ordinance, but this allows for vehicles to be removed from the streets if a snow emergency is declared. Commissioner Hendrick stated no parking permits are required and Commissioner Roehrig stated there needed to be a way to notify everyone of the snow emergency.

Motion by Commissioner Ross, seconded by Commissioner Bryson, to approve Ordinance 02-2024 an ordinance of The City Of Marine City, St. Clair County, Michigan To Establish Winter Parking And Snow Removal Title Vii, Chapter 70 Entitled “Winter Parking And Snow Removal” with the addition of provision to allow parking on lawn for the first reading. All Ayes. Motion Carried.

Discussion 300 Broadway Future Plan

Commissioner Bryson spoke on 300 Broadway and a request for a report from the 300 Broadway Committee on where the project was going and how to get there and inquired what a reasonable timeline would be to for the Commission to receive the report. Commissioner Ross stated 2 to 3 month timeline was reasonable and requested this be put on the next 300 Broadway agenda.

Motion by Commissioner O'Brien, seconded by Commissioner Ross, to provide space for Friends of City Hall to meet at municipal offices for future meetings when available. . All Ayes. Motion Carried.

ADMINISTRATIVE REPORTS

City Attorney's Report

None

City Manager's Report

City Manager Adkins spoke on crosswalk issues and MDOT was notified, a-frame signs and sidewalk obstructions the code enforcer was educating people on. He stated the Planning Commission met to review the Master Plan pre draft and stated on March 18th there would two items for Public Hearing at the Planning Commission. City Manager Adkins stated engineering interviews would be on March 21st at 5:30PM prior to the City Commission meeting. He congratulated Kaleb Rickert, stated the 300 Broadway grant was not awarded, the Safe Drinking Water Project engineering was still ongoing, capital improvement plan changes would be presented with the budget and he spoke on the Police Department office staffing issue and solution.

Reports from Department Heads

Clerk Bell provided an update on the upcoming Presidential Primary Election and Early Voting as well as candidate filing packets were available for 3 Commissioner seats and 1 Mayor seat. He also provided an update on the go-live date of March 4th for Granicus agenda software.

Treasurer Posey provided an update on property taxes and that citizens could pay them at City Offices until the end of the month.

COMMISSIONER PRIVILEGE/LIAISON REPORTS

Commissioner Klaassen spoke on the Planning Commission and Master Plan pre draft, contract zoning and planned development and urged everyone to be careful driving in the snow and ice.

Commissioner Bryson spoke on the Dangerous Building Board and two properties should be removed soon and one property now added. He also spoke on the Charter Review Committee and placing the Charter on Municode and the focus was narrowed down to five areas.

Commissioner O'Brien thanked Katy on the audit and that it was important to offer support to staff and other committees. He also spoke on the marijuana dispensaries and the usage among teens is going down in cities that have them based on research. He also stated when the public asks the Commission to look at things and they do and present the findings.

Commissioner Ross spoke on Charter Review Committee and Municode assisting cleaning up simple Charter language. He also urged everyone to have a safe weekend and to reach out on issues.

Commissioner Roehrig encouraged everyone to get out and vote.

Commissioner Hendrick spoke on the Fire Department purchasing a new pickup and refurbishing the kitchen.

Mayor Vandebossche thanked Curtis and Sam for their work on the audit as well as Katy, Scott, Jason and Chief Heaslip for their hard work. She also congratulated City Attorney Davis on becoming a new Grandpa. She stated there was no CED meeting and she is looking into working with SEMCOG on some meetings and trainings.

CLOSED SESSION

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to enter into closed session at 10:24 P.M. with the removal of item 15a. All Ayes. Motion Carried.

Motion by Commissioner Ross, seconded by Commissioner Hendrick, to return to open session at 10:43 P.M. . All Ayes. Motion Carried.

No action taken.

Closed Session with Legal Counsel to Discuss Pending Litigation Under 15.268(e)

Consider Material Exempt from Discussion or Disclosure by State or Federal Statute RE: UHY Invoices– MCL 15.268 (h)

ADJOURNMENT

Motion by Commissioner Ross, seconded by Commissioner Hendrick, to adjourn at 10:44 P.M. All Ayes. Motion Carried.

Respectfully Submitted,

Jason A. Bell

City Clerk

7.b



AGENDA MEMO

TO: Mayor Vandebossche and Commissioners

FROM: Jason Bell, Clerk

SUBJECT: City Commission Closed Session Meeting Minutes - February 15, 2024

BACKGROUND INFORMATION:

ORIGINATING DEPARTMENT: Clerk

BUDGETED ITEM:

REVIEWED BY:

STAFF RECOMMENDATION

PRESENTED BY:

RECOMMENDED ACTION(s) Approve

DATE APPROVED FOR AGENDA:

8.a



AGENDA MEMO

TO: Mayor Vandebossche and Commissioners

FROM: Jason Bell, Clerk

SUBJECT: 300 Broadway Meeting Minutes - January 29, 2024

BACKGROUND INFORMATION: Meeting Minutes of the 300 Broadway Committee of January 29, 2024

ORIGINATING DEPARTMENT:

BUDGETED ITEM:

REVIEWED BY:

**STAFF RECOMMENDATION
PRESENTED BY:**

RECOMMENDED ACTION(s) Approve

DATE APPROVED FOR AGENDA:

ATTACHMENTS:
[2024-01-29 Minutes.pdf](#)

City of Marine City
300 Broadway Committee Meeting Minutes
January 29, 2024

A regular meeting of the 300 Broadway Committee was held on Monday, January 29, 2024, at 260 S. Parker Street, Marine City, MI 48039 and was called to order at 5:05 pm by Chairperson Brian Ross.

The Pledge of Allegiance was led by Chairperson Ross.

Present: Chairperson Brian Ross; Committee Members Cheryl Ross, Laura Merchant, Michelle Nichter, Kim Turner, Sherrill Zimmer; City Manager Scott Adkins; Clerk Jason Bell.

Absent: Andrew Pakeldinaz

Motion by Member Turner, seconded by Member Nichter, to excuse Committee Member Pakeldinaz from the meeting. All Ayes. Motion Carried.

Approve Agenda

Motion by Committee Member Turner, seconded by Committee Member Zimmer, to approve the agenda. All Ayes. Motion Carried.

Public Comment

Georgia Phelan of the Historic Society provided an update on the endowment fund for building maintenance.

Approve Minutes

Motion by Committee Member C. Ross, seconded by Committee Member Merchant, to approve the 300 Broadway Committee Meeting Minutes of November 27, 2023. All Ayes. Motion Carried.

Unfinished Business

Building Priorities

Chairperson B. Ross stated the City has been doing a great job with the upkeep on the building and stated some snow melt uncovered an issue with a roof leak. Member Nichter stated there was a leak in the stairwell to the basement caused by a sprinkler head which was now fixed.

Chairperson B. Ross stated the City was still anticipating word on the grant and City Manager Adkins stated there was no word yet.

300 Broadway Project Priorities – Business/Use Plan

Chairperson B. Ross stated there needed to be a reasonable use plan if the grant comes to fruition. He also inquired if there were any updates on the art studio with Jeannie Burris-Johnson. City Manager Adkins stated that he and DPW Superintendent Schmidt had met with Ms. Burris-Johnson and her desire to display art in the former teen zone portion of 300 Broadway. He stated she plans to partner with Friends of City Hall on a plan to use the space. Chairperson B. Ross stated it would be hard for the City to manage the process of leasing space.

City Manager Adkins stated he is looking to write a proposal for Congressional earmarks for community center funds.

Grant Opportunities

City Manager Adkins stated there was still no word on the grant.

Endowment Activities

Chairperson B. Ross spoke on public/private partnership Resolution from 2015 and how it stated Friends of City Hall could be a fundraising arm for the building for the City.

Member C. Ross inquired how it plays out with two different organizations raising money for the same cause. Georgia Phelan stated people will donate to the causes and choose which one.

Member Nichter provided an updated on Friends of City Hall's (FOCH) goals and objectives and spoke on the need for an ADA chairlift.

New Business

February Meeting Location

Clerk Bell stated the location of February's meeting would need to be changed as the Guy Community Center would be used for Early Voting and Election Day for when the next meeting is scheduled. He stated the meeting would be held in the conference room of City Offices at 260 S Parker Street and residents would be directed back by City Office staff.

Motion by Member Zimmer, seconded by Member C. Ross to move the location of the February meeting to the conference room of City Offices. All Ayes. Motion Carried.

Fire, Ice & Spice Festival – Building Tours/Fundraiser

Member C. Ross inquired if tours could be held during the Fire, Ice & Spice Festival. City Manager Adkins stated waivers would need to be completed due to liability to the City. He stated there is an issue with ADA compliance with accessibility which created a great liability to the City and suggested FOCH come up with an agreement that could be presented to the Commission for approval for the use of the building for tours. Member Nichter stated FOCH

would pass on the tours during the festival as the time constraints would be too short to seek approval and that they would work on a blanket request for use of building. Member Merchant stated FOCH's use of 300 Broadway for their regular meetings should be included in the request to the Commission.

Open Discussion

None.

Adjournment

Motion by Committee Member Zimmer, seconded by Committee Member Merchant, to adjourn at 6:01 pm. All Ayes. Motion Carried.

Respectfully submitted,

Jason A. Bell
City Clerk

8.b

AGENDA MEMO



TO: Mayor Vandebossche and Commissioners

FROM: Jason Bell, Clerk

SUBJECT: Community & Economic Development Meeting Minutes - November 29, 2023

BACKGROUND INFORMATION: Meeting Minutes of the Community and Economic Development Board of November 29, 2023

ORIGINATING DEPARTMENT:

BUDGETED ITEM:

REVIEWED BY:

**STAFF RECOMMENDATION
PRESENTED BY:**

RECOMMENDED ACTION(s) Approve

DATE APPROVED FOR AGENDA:

ATTACHMENTS:
[11-29-23 CED PC Joint Minutes.pdf](#)

**City of Marine City
Community and Economic Development Board
November 29, 2023**

A rescheduled joint meeting of the Community and Economic Development Board and Planning Commission was held on Wednesday, November 29, 2023 at 260 South Parker Street, and was called to order by Chairperson Moran at 6:02 pm.

The Pledge of Allegiance was led by Chairperson Moran.

Present Community & Economic Development: Planning Commission Representative (Chairperson) Joseph Moran; City Commission Representative Jennifer Vandenbossche; Board Members Cheryl Ross, Heather Hatcher; Business Representative David Warner (6:26pm); City Manager Adkins; Deputy Clerk Michele Goodrich.

Absent: Chamber of Commerce Representative Paul Merchant; TIFA Board Representative Bob Weisenbaugh;

Motion by Board Member Ross, seconded by Board Member Hatcher, to excuse Board Members Paul Merchant from the meeting. All Ayes. Motion Carried.

Present Planning Commission: Commissioners Graham Allan, Max Bade, William Klaassen, Madelyn McCarthy, Joseph Moran.

Absent: Commissioners William Beutell, Andrew Pakledinaz

Communications

Ralph C. Wilson Jr. Legacy Funds Letter of Support for Belle River Fishing Pier. Motion by Board Member Ross, seconded by Board Member Hatcher, to allow Chairman Moran to sign the Letter of Support on behalf of the Community & Economic Development Board.

Approve Agenda

Motion by Board Member Vandenbossche, seconded by Board Member Ross, to approve the Agenda with the addition of the Letter of Support under Communications. All Ayes. Motion Carried.

Public Comment

None.

Approve Minutes

Motion by Board Member Ross, seconded by Board Member Vandebossche, to approve the Community & Economic Development Board minutes of September 27, 2023. All Ayes. Motion Carried.

Unfinished Business

13 Ways to Kill Your Community: Number 6: Don't Paint

Board Member Hatcher informed the Board that she would repaint the photo-op chair downtown in the Spring.

City Manager Adkins informed the Board that the City was working on replacing all of the signs in the City via a phased approach and that the vacant building ordinance would be revisited in 2024.

Chairperson Moran stated that he would like there to be a focus on finding resources for low income residents to help fix up their homes.

Redevelopment Ready and Best Practices

City Manager Adkins informed the Board that McKenna would be addressing Redevelopment Ready and Best Practices in their presentation and that he would continue his overview at the next CED meeting.

New Business

McKenna – Master Plan Presentation

McKenna Representative, Brigitte Wolf, facilitated a slideshow presentation on the Master Plan update including an overview of the summary of findings of the Master Plan survey, key takeaways, a summary of recommendations, housing options, and the potential benefits of form-based code.

Master Plan Update slides posted on the Community and Economic Development page under November 29, 2023 Agenda.

Cancellation of December 27, 2023 CED Meeting

Motion by Board Member Ross, seconded by Board Member Vandebossche, to cancel the December 27, 2023 CED Meeting. All Ayes. Motion Carried.

Open Discussion

Board Member Ross reminded the Board of the upcoming Merrytime Christmas event.

Adjournment

Motion by Board Member Ross, seconded by Board Member Vandenbossche, to adjourn at 7:51pm. All Ayes. Motion Carried.

Respectfully submitted,

Michele Goodrich
Deputy Clerk

Jason Bell
City Clerk

AGENDA MEMO



TO: City Commission and City Manager
FROM: Treasurer's Office
SUBJECT: Expenditures (including payroll) – \$575,490.23

BACKGROUND INFORMATION:

Listed below is the breakdown for total invoices and payroll:

Accounts Payable

Disbursements:

02/14/24	\$43,908.12
02/21/24	\$277,607.63
02/28/24	\$89,083.77

Payroll

Active:

02/15/24	\$56,306.66
02/29/24	\$57,154.65
02/29/24	\$1,289.14 (Election workers paid)

Retiree:

03/01/24	\$50,140.26
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Expenditure Total: \$575,490.23

ORIGINATING DEPARTMENT: Finance

BUDGETED ITEM:

REVIEWED BY:

**STAFF RECOMMENDATION
PRESENTED BY:**

RECOMMENDED ACTION(s) To approve disbursements including payroll in the amount of \$575,490.23.

DATE APPROVED FOR AGENDA:

ATTACHMENTS:

[Check Register 02.14.24 to 02.28.24.pdf](#)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank FTB FIFTH THIRD BANK					
02/14/2024	FTB	983 (E)	C252	COMCAST	828.89
02/14/2024	FTB	984 (E)	D008	DTE ENERGY	9,054.53
02/14/2024	FTB	985 (E)	S012	SEMCO ENERGY GAS CO	4,216.97
02/14/2024	FTB	986 (E)	TOS999	TOSHIBA FINANCIAL SERVICES	365.40
02/14/2024	FTB	19587	A167	ABC HOME AND COMMERCIAL SERVICES	830.00
02/14/2024	FTB	19588	A110	AMAZON BUSINESS	338.89
02/14/2024	FTB	19589	B170	BLUE CARE NETWORK	9,825.53
02/14/2024	FTB	19590	B013	BLUE WATER INDUSTRIAL PRODUCTS	4.25
02/14/2024	FTB	19591	C240	CDW GOVERNMENT	675.64
02/14/2024	FTB	19592	DTE1000	DTE/COMMUNITY LIGHTING	967.19
02/14/2024	FTB	19593	E086	EMTERRA ENVIRONMENTAL USA CORP	711.25
02/14/2024	FTB	19594	V024	FLAGSHIP-VISA	1,913.39
02/14/2024	FTB	19595	FG23	FLOW GAS AND MOISTURE SOLUTIONS INC	7,022.00
02/14/2024	FTB	19596	GM01	GANNETT MICHIGAN LOCALIQ	312.50
02/14/2024	FTB	19597	H063	HI-TECH SYSTEM SERVICE	609.00
02/14/2024	FTB	19598	I039	IDEXX DISTRIBUTION, INC.	1,006.44
02/14/2024	FTB	19599	M038	MML WORKERS' COMP FUND	2,606.00
02/14/2024	FTB	19600	SR01	SCHWEM'S RUBBER STAMP & TROPHY	156.00
02/14/2024	FTB	19601	S352	STATE OF MICHIGAN-EGLE	2,000.00
02/14/2024	FTB	19602	T122	TRACE ANALYTICAL LABORATORIES	326.00
02/14/2024	FTB	19603	V022	VESCO OIL CORP	78.25
02/14/2024	FTB	19604	XS1	XTREME SHREDS	60.00
02/21/2024	FTB	987 (E)	C252	COMCAST	134.00
02/21/2024	FTB	988 (E)	D008	DTE ENERGY	7,810.34
02/21/2024	FTB	19605	A110	AMAZON BUSINESS	259.61
02/21/2024	FTB	19606	B015	BLUE CROSS-BLUE SHIELD OF MICH	9,706.33
02/21/2024	FTB	19607	C320	CULLIGAN WATER CONDITIONING	16.50
02/21/2024	FTB	19608	E082	ELECTION SOURCE	250.88
02/21/2024	FTB	19609	E086	EMTERRA ENVIRONMENTAL USA CORP	26,167.84
02/21/2024	FTB	19610	E005	ENVIRONMENTAL CONSULTING & TECH INC	289.51
02/21/2024	FTB	19611	FV150	F & V OPERATIONS RESOURCE MGMT	212,524.11
02/21/2024	FTB	19612	H101	HAVILAND PRODUCTS COMPANY	3,262.50
02/21/2024	FTB	19613	H013	HILL'S SERVICE CENTER INC	348.00
02/21/2024	FTB	19614	M0236	MERSINO DEWATERING LLC	11,031.62
02/21/2024	FTB	19615	MD1	MISS DIG 811	1,081.66
02/21/2024	FTB	19616	M038	MML WORKERS' COMP FUND	483.00
02/21/2024	FTB	19617	N044	NCL OF WISCONSIN	1,016.30
02/21/2024	FTB	19618	N077	NORTH RIVER TRUCK & TRAILER	254.29
02/21/2024	FTB	19619	P157	PARAGON LABORATORIES INC	550.00
02/21/2024	FTB	19620	P019	PRIOR PLUMBING & HEATING INC	15.20
02/21/2024	FTB	19621	S157	SIDELINE ELECTRIC	328.00
02/21/2024	FTB	19622	S038	STATE OF MICHIGAN	30.00
02/21/2024	FTB	19623	U029	USA BLUEBOOK	2,039.18
02/21/2024	FTB	19624	VJ1	VJ WASH & LUBE	8.76
02/28/2024	FTB	989 (E)	C252	COMCAST	478.89
02/28/2024	FTB	990 (E)	D008	DTE ENERGY	6,946.27
02/28/2024	FTB	991 (E)	T997	THE STANDARD - LIFE INSURANCE	246.21
02/28/2024	FTB	19625	A110	AMAZON BUSINESS	52.58
02/28/2024	FTB	19626	B066	CADILLAC ASPHALT LLC	762.75
02/28/2024	FTB	19627	H101	HAVILAND PRODUCTS COMPANY	1,485.00
02/28/2024	FTB	19628	A118	INTERSTATE BILLING SERVICE INC	136.96
02/28/2024	FTB	19629	MC1	MARINE CITY ACCOUNTS PAYABLE FUND	17,382.00
02/28/2024	FTB	19630	M017	MARINE CITY GENERAL FUND	11,655.30
02/28/2024	FTB	19631	RHC	MARINE CITY RETIREE HEALTHCARE FUND	1,491.83
02/28/2024	FTB	19632	MCR1	MARINE CITY RETIREMENT SYSTEM FUND	483.01
02/28/2024	FTB	19633	M0236	MERSINO DEWATERING LLC	11,031.62
02/28/2024	FTB	19634	PP225	PRO PLAYGROUNDS	36,250.00
02/28/2024	FTB	19635	R999	R&W INDUSTRIES, INC	289.00
02/28/2024	FTB	19636	S206	ST CLAIR PACKAGING INC	359.70
02/28/2024	FTB	19637	U029	USA BLUEBOOK	32.65

FTB TOTALS:

Total of 60 Checks:	410,599.52
Less 0 Void Checks:	0.00
Total of 60 Disbursements:	410,599.52



AGENDA MEMO

TO: Mayor Vandebossche and Commissioners

FROM: Scott Adkins, City Manager

SUBJECT: Response to Letter of Intent to Purchase Washington Life Center Property - East China School District

BACKGROUND INFORMATION: The City issued a Letter of Intent/Interest to purchase a portion of the Washington Life Center property. The School District has responded declining to sell.

ORIGINATING DEPARTMENT:

BUDGETED ITEM:

REVIEWED BY:

**STAFF RECOMMENDATION
PRESENTED BY:**

RECOMMENDED ACTION(s) Receive and file correspondence from East China School District

DATE APPROVED FOR AGENDA:

ATTACHMENTS:

[Letter to City of Marine City_ Washington Life Center property.pdf](#)



Suzanne Cybulla
Superintendent
1585 Meisner Road
East China, MI 48054-4143
810.676.1018
810.676.1030 FAX
www.eastchinaschool.org

Dear Marine City Commissioners,

I hope this letter finds you well. On behalf of the East China School District, I am writing to formally inform the city council of our decision not to sell the property adjacent to the Washington Life Center. After careful consideration and deliberation, we have concluded that retaining ownership of this property aligns with the long-term goals of the school district.

We understand that this decision may impact the city's plans, and we assure you that it was not made lightly. Thank you for your understanding and cooperation in this matter. Should you have any questions or require further clarification, please do not hesitate to reach out to my office.

Sincerely,

Suzanne Cybulla
Superintendent
East China School District



AGENDA MEMO

TO: Mayor Vandenbossche & Commission

FROM: Scott Adkins, City Manager

SUBJECT: Ordinance 02-2024 - Winter Parking and Snow Removal 2nd Reading and Adoption

BACKGROUND INFORMATION: Recently the City has received a number of questions relating to Winter Parking and Snow removal. In a review of our current ordinance, it appears that in a previous amendment several years ago that removed overnight parking restrictions, all other sections of the ordinance with the exception of minimal definitions and title had also been deleted. A new draft amendment that addresses winter parking and snow emergency declarations has been prepared for review and adoption consideration.

ORIGINATING DEPARTMENT: City Manager

BUDGETED ITEM: N/A

REVIEWED BY:

STAFF RECOMMENDATION

PRESENTED BY: Scott Adkins

RECOMMENDED ACTION(s) Approve 2nd Reading and Adoption of Ordinance Amendment

DATE APPROVED FOR AGENDA: February 15, 2024

ATTACHMENTS:

[24-002 Winter Parking and Snow Removal.pdf](#)

**CITY OF MARINE CITY
ST. CLAIR COUNTY, MICHIGAN
ORDINANCE NO. 24-002**

**AN ORDINANCE OF THE CITY OF MARINE CITY, ST. CLAIR COUNTY, MICHIGAN TO
ESTABLISH WINTER PARKING AND SNOW REMOVAL TITLE VII, CHAPTER 70 ENTITLED
“WINTER PARKING AND SNOW REMOVAL”**

70.050 SHORT TITLE.

This subchapter shall be known and may be cited as the City of Marine City **Winter Parking** and Snow Removal Ordinance.

(Prior Code, § 29-50, 70.055) (Ord. 87-16, passed 11-5-1987)

70.051 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PRIVATE ROAD. A privately owned and maintained road which allows access to more than one residence or place of business, which is normally open to the public, and on which people other than the owners may travel.

STREET, HIGHWAY, ROADWAY and IN PUBLIC RIGHTS-OF-WAY. The entire width between boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

VEHICLE. Every device in, upon, or by which any person or property is or may be transported or drawn on a highway, except devices which are moved exclusively by human power or which are used exclusively on stationary rails or tracks, and except for a mobile home as defined in Section 2 of Act No. 419 of the Public Acts of Michigan of 1976 [MCL 125.1102, MSA 19.855(2)], as amended.

WINTER MONTHS. The period from December 1 through and including March 31.

70.052 WINTER PARKING

No person shall park any motor vehicle on any public residential street within the City of Marine City between the hours of 9:00a.m. and 4:00 p.m. between Monday and Friday if there is 2 inches or more snow and ice on the ground. This parking prohibition on residential streets for motor vehicles shall not apply to the Christmas holiday season from 12:01 a.m. on December 24 through 12:01 a.m. on January 2.

70.053 DECLARATION OF A SNOW EMERGENCY

The City Manager, or their designee, may declare a snow emergency when in their judgement, the snow or ice has accumulated or is expected to significantly accumulate to such an extent as to impede safe

travel upon the streets of the City. A declaration of a snow emergency shall be made in writing and filed with the Office of the City Clerk as soon as practically possible after being declared. Any declaration shall take effect one hour after its publication. Publication shall be posted physically at City Offices, on the official municipal website and sent via email or facsimile to local media outlets as soon as possible upon issuance of a declaration and parking prohibition to reasonably inform residents of their responsibilities. When a snow emergency has been declared, there shall be NO PARKING of ANY VEHICLE upon public City streets until such a time that the Snow Emergency is no longer in effect.

70.054 DURATION OF PARKING PROHIBITION IN SNOW EMERGENCY, IMPOUNDING AND TOWING OF VEHICLES, VIOLATIONS AND PENALTIES.

A. ENACTMENT

The snow emergency parking prohibition shall begin when the snow emergency takes effect, one hour after the City Manager or their designee has declared a snow emergency. The prohibition shall end when both the following conditions have been satisfied:

- (1) The snow, sleet, or ice has stopped; and
- (2) An individual street has been completely snowplowed by the City curb-to-curb.

B. DURATION AND EXTENSION.

The parking prohibition shall expire 36 hours after the weather conditions creating the emergency have stopped unless the snow emergency is extended by action of the City Manager or their designee. Such an extension shall require publication procedures identified in section 70.053 to be repeated in the event of an extension.

C. ABANDONED AND DISABLED VEHICLES

Whenever a vehicle becomes disabled for any reason on any street during a parking prohibition or snow emergency, the owner or person operating the vehicle shall take immediate action to have the vehicle towed or pushed off the street. No person shall abandon or leave the vehicle on the street, except for the purpose of securing immediate assistance; in such cases, the person securing assistance shall leave the vehicle only for the time absolutely necessary to make contact for assistance and shall return to the vehicle immediately thereafter without delay.

D. IMPOUNDING VEHICLES.

In the event of a declared snow emergency, A police officer is hereby authorized to immediately have towed and impounded any vehicle if parked on any street at an impound facility utilized by the Marine City Police Department, St. Clair County Sheriff's Department and/or State Police. Towing and impound fees shall be charged to the owner of the vehicle impounded.

E. PRESUMPTION OF OWNERSHIP.

Proof that the particular vehicle described in the complaint in violation of this article, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute a presumption that the registered owner of such vehicle was the person

who parked or placed such vehicle in violation of this article. The failure of a defendant to receive notice of a snow emergency shall not be a defense.

F. PROHIBITED CONDUCT.

It shall be unlawful for any person in the City to park a commercial vehicle, commercial motor vehicle, motor vehicle, or vehicle upon a public street or private roadway in the City during a declared snow emergency, except as otherwise provided in this article. Such prohibition is not applicable to authorized emergency vehicles.

G. VIOLATIONS AND PENALTIES.

Any person who shall violate the provisions of section 70.052 of this ordinance shall be responsible for a municipal civil infraction and subject to a penalty not to exceed \$50.

Any person who shall violate the provisions of section 70.053 of this ordinance shall be responsible for a civil infraction and subject to a penalty not to exceed \$100. Any towing and impound fees shall be charged to the owner of the vehicle towed/impounded.

H. TEMPORARY PARKING PERMISSION

During Winter Parking restrictions and the declaration of a Snow Emergency, special allowances will be made to allow residents to park vehicles in front yards/lawns to accommodate clearing of streets, as long as the parking of vehicles does not create a clear vision issue for drivers or block fire hydrants.

70.056 RESPONSIBILITY FOR PRIVATE ROADS

It shall be the responsibility of home or property owners' associations, management associations or a designated and registered responsible party with the City to ensure that all private roads within the City of Marine City are cleared of snow, sleet or ice in the same manner and timeframe as prescribed in this article. Failure to perform such actions may result in the City performing the task and invoicing said association or agent for costs.

70.056 through 70-057 RESERVED.



AGENDA MEMO

TO: Mayor Vandebossche and City Commissioners

FROM:

SUBJECT: Annual Reports from City Departments and Planning Commission

BACKGROUND INFORMATION: Annual Reports from Departments as follows:

- City Manager (opening summary)
 - City Clerk
 - Department of Public Works
 - Fire Department (Marine City Area Fire Authority)
 - Police Department
 - Treasurer's Office
 - Planning Commission/Zoning Board of Appeals

ORIGINATING DEPARTMENT:

BUDGETED ITEM:

REVIEWED BY:

**STAFF RECOMMENDATION
PRESENTED BY:**

RECOMMENDED ACTION(s)

DATE APPROVED FOR AGENDA:

ATTACHMENTS:
[MCPD Annual Report.pdf](#)

Marine City Police Department 2023 Annual Report



Chief James Heaslip



Table of Contents

Page 1	Table of Contents
Page 2	Chief's Letter
Page 3	Organizational Chart
Page 4	Calls for Service
Page 5	Crimes against Persons
Page 6	Property Crimes
Page 7	Public Order Crimes
Page 8	Suspicious Situations/General Assist
Page 9	Traffic Statistics/Traffic Stops/Citations Issued





Marine City Police Department

James D. Heaslip
Chief of Police

375 S. Parker Street • Marine City, Michigan 48039
(810) 765-4040 • Fax (810) 765-4135

March 7, 2024

Mayor Vandebossche and Commissioners,

I am honored to present the 2023 Annual Report for the Marine City Police Department. Throughout the year, our dedicated officers and civilian staff have tirelessly strived to provide the highest level of law enforcement to the community.

This report details the significant number and seriousness of incidents handled by our department. It is crucial to acknowledge that every investigation was supported by the essential contributions of our civilian employees. The department's teamwork and synergy have reached an unprecedented level, and I am immensely proud of their remarkable efforts.

My officers and I remain committed to serving all stakeholders of Marine City in the coming year. As always, I am available to address any questions or concerns you may have.

Respectfully Submitted,

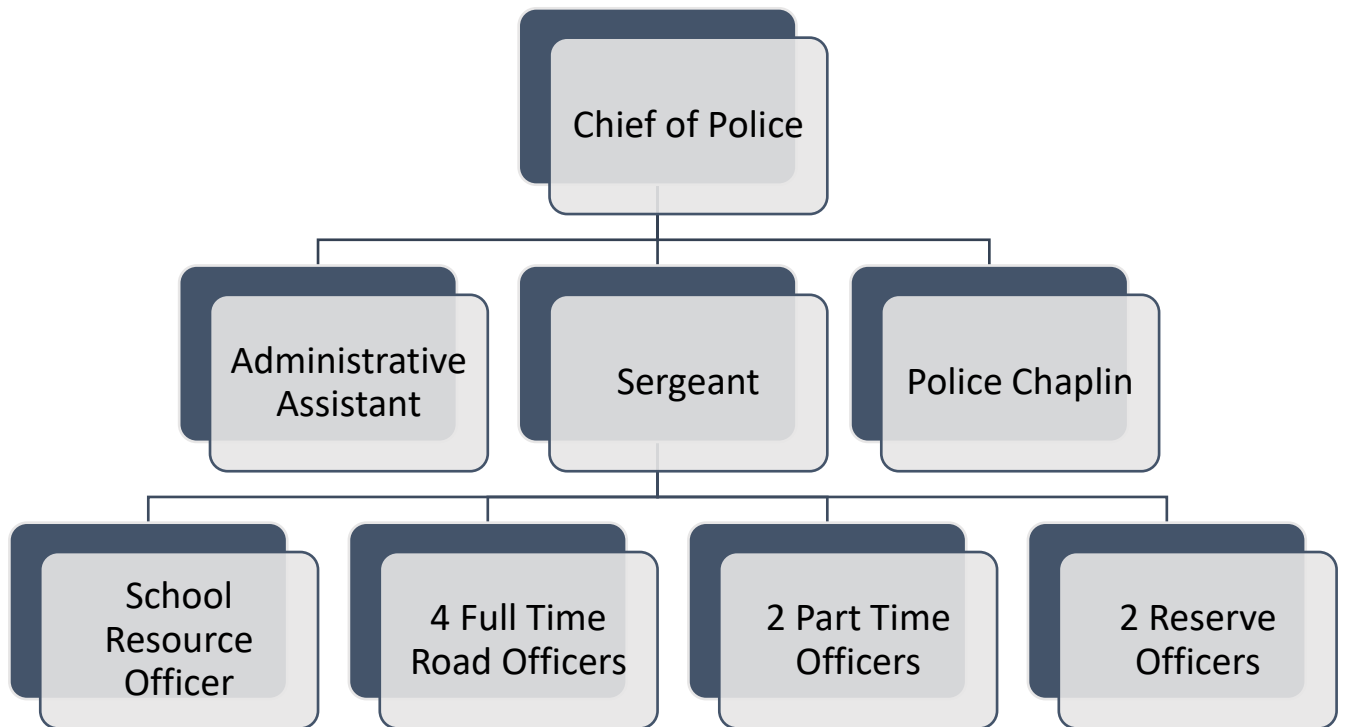
A handwritten signature in black ink that reads "James D. Heaslip".

James D. Heaslip
Chief of Police

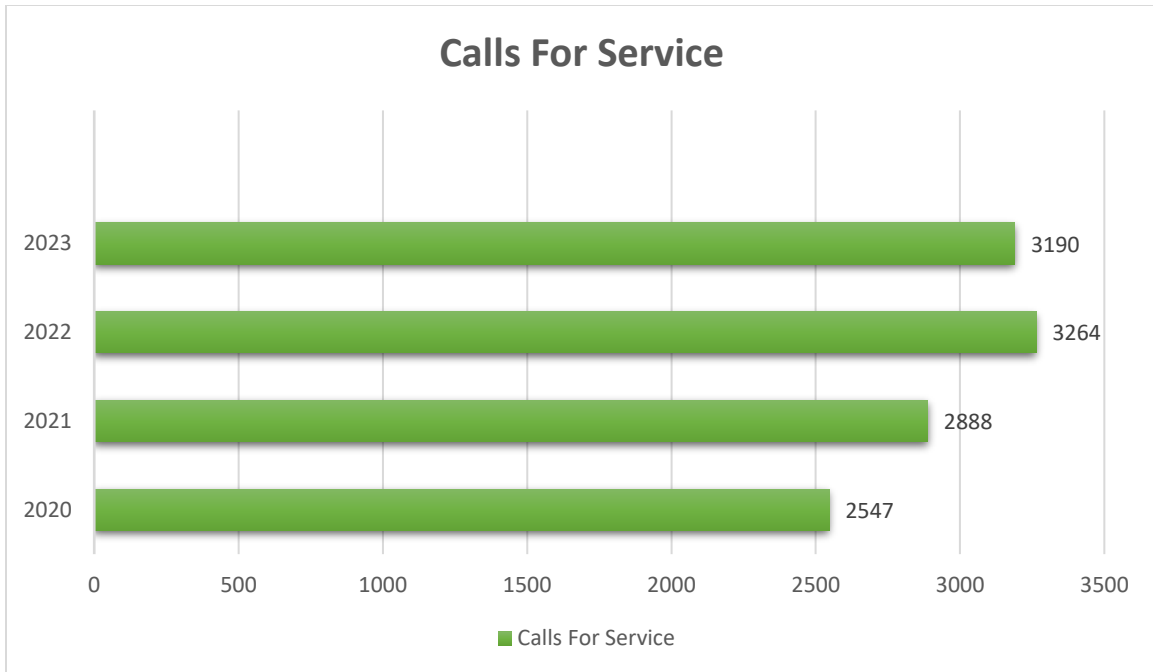
“ Police EXCELLENCE through COMMUNITY Partnership ”
Marine City is an Equal Opportunity Provider



Marine City Police Department Organizational Chart



Marine City Police Department 2023 Annual Report



Departmental Calls For Service:

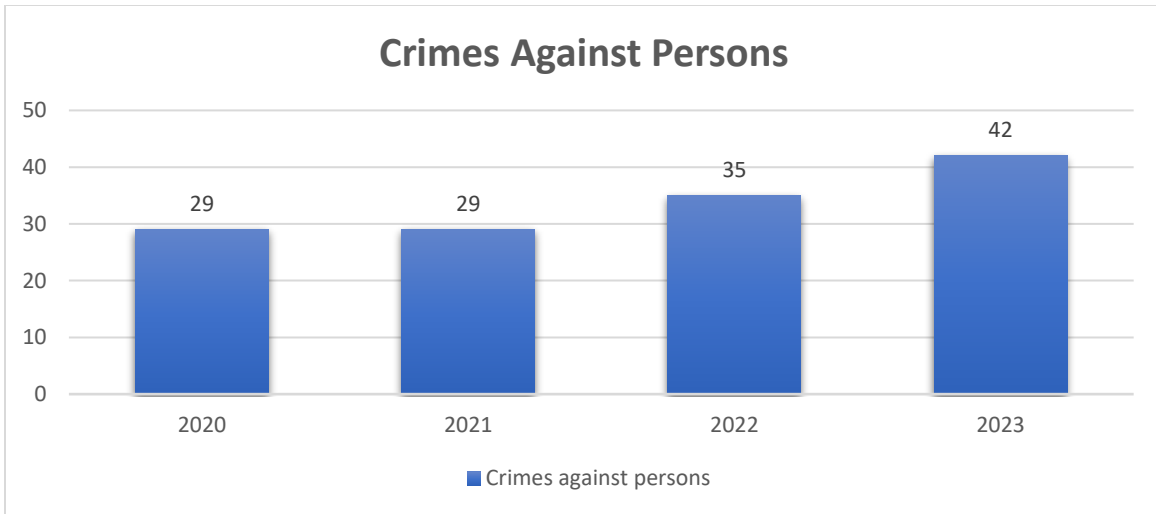
A call for service is any event occurring in Marine City to which police officers will respond to when requested by citizens. This includes assisting other nearby agencies asking for assistance. A call for service could range from a parking complaint, to domestic assault, or even a death investigation. Sometimes these calls for service lead to crimes. Officers will follow through with these calls until they are resolved. Calls for service also encompass Officer self-initiated activities like traffic stops, parking tickets, and arrests.

In 2023, on average, members handled 8 calls for service each day, which is the same number of calls for service per day as in 2022.

Calls for service have returned to normal now since the Covid years of 2020 and 2021.

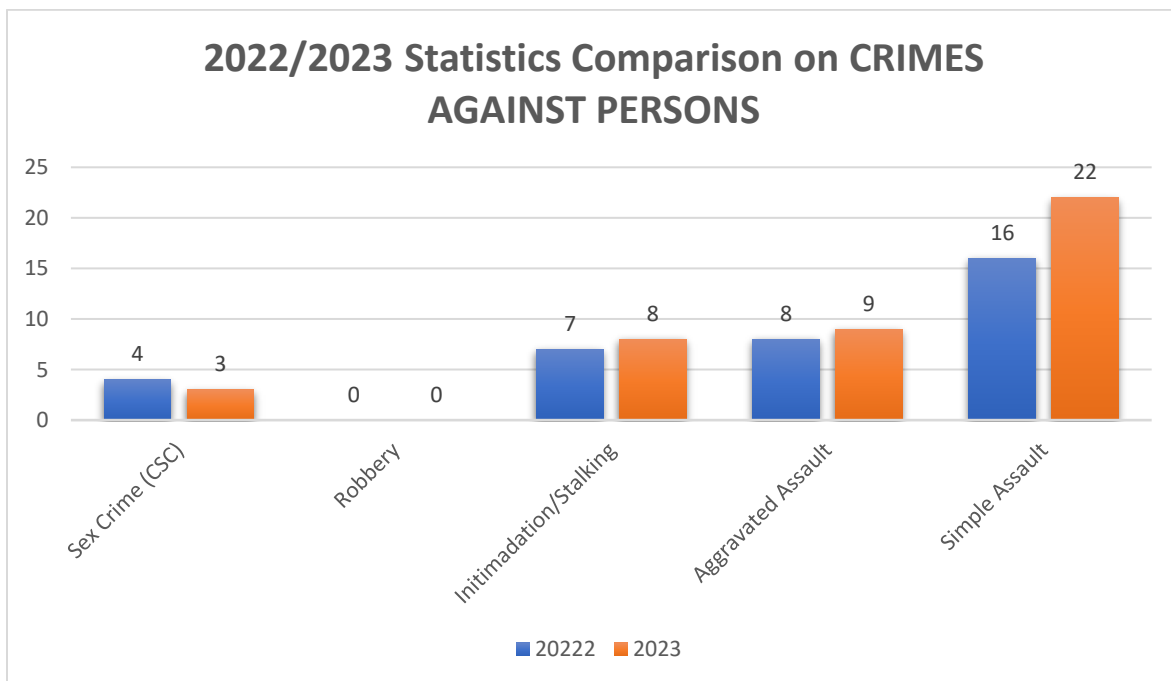


Marine City Police Department 2023 Annual Report

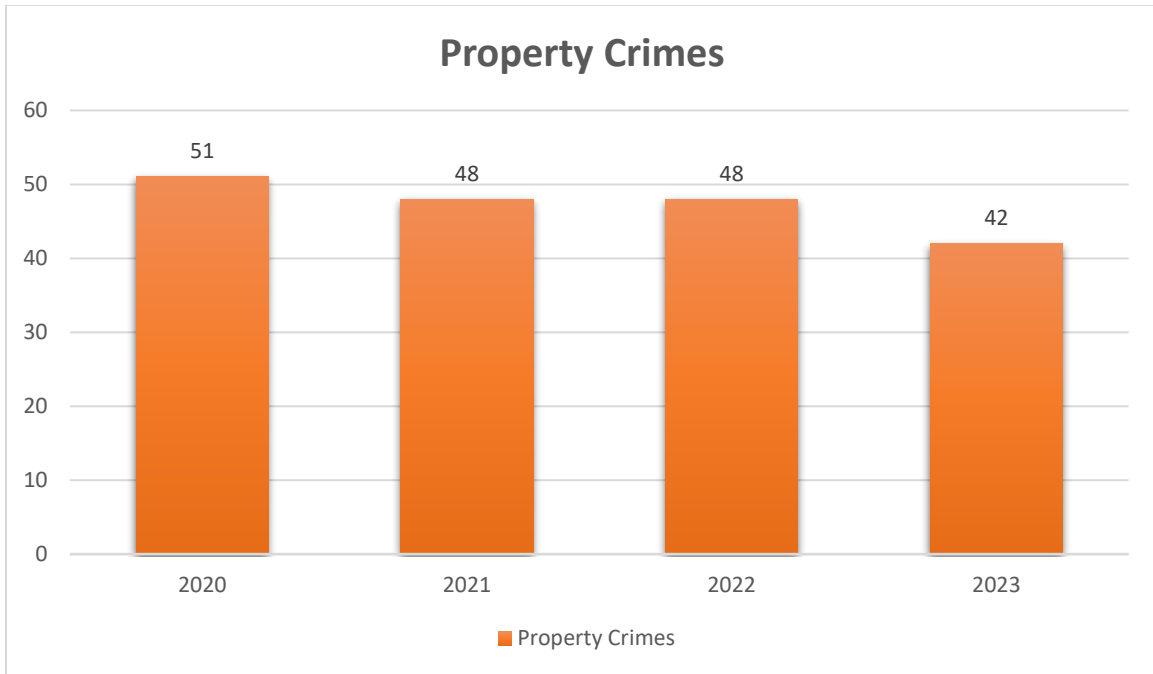


Crimes Against Persons

The term “crimes against persons” refers to a broad array of criminal offenses which usually involve bodily harm, the threat of bodily harm, or other actions committed against the will of an individual. Those involving bodily harm (or the threat thereof) include assault, battery, and domestic violence. These crimes are not limited to the previous mentioned crimes and can also include; robbery, criminal sexual conduct, and stalking. Marine City Officers investigate all crimes against persons completely, thoroughly, and without bias. Statistically, 2023 saw a slight increase in these types of reported crime.

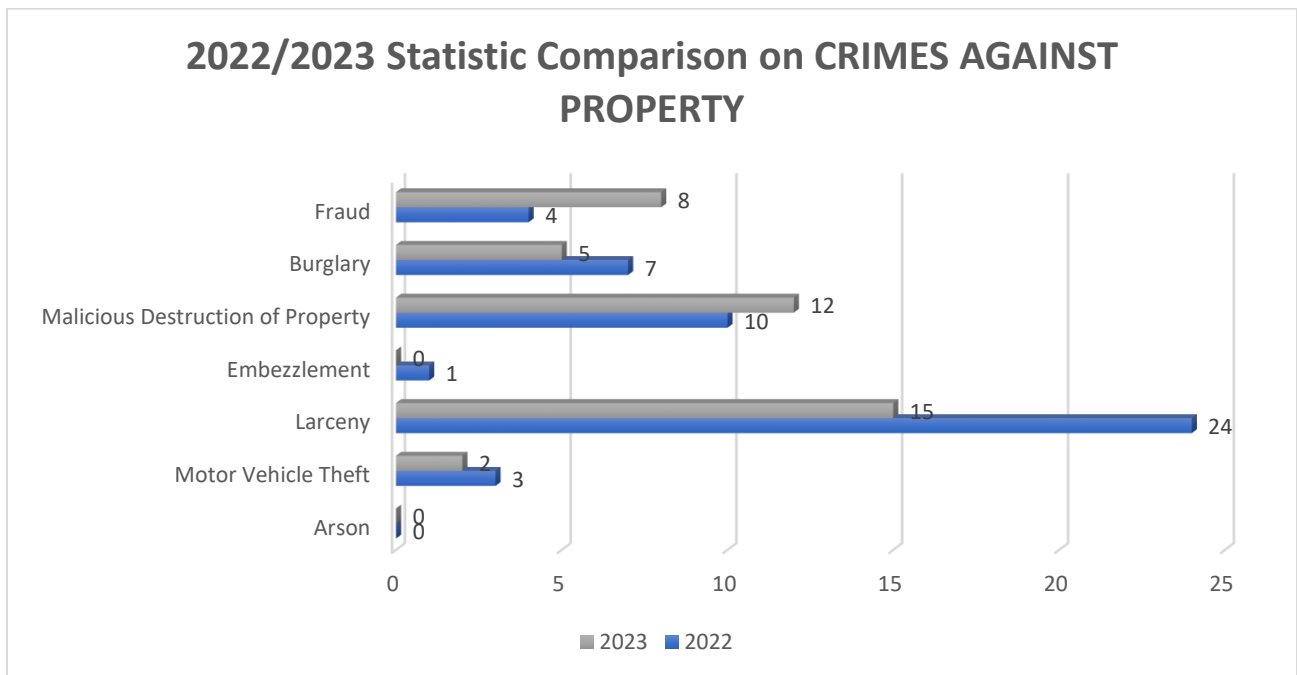


Marine City Police Department 2023 Annual Report

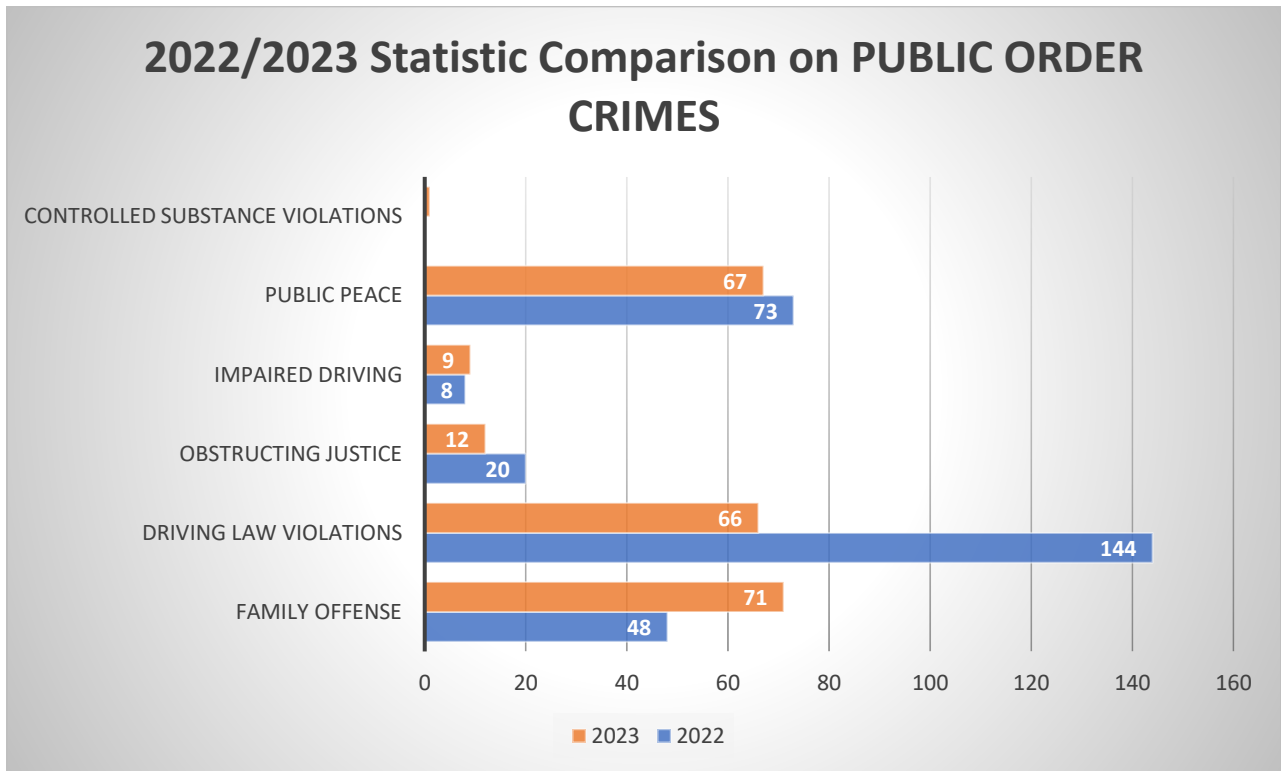
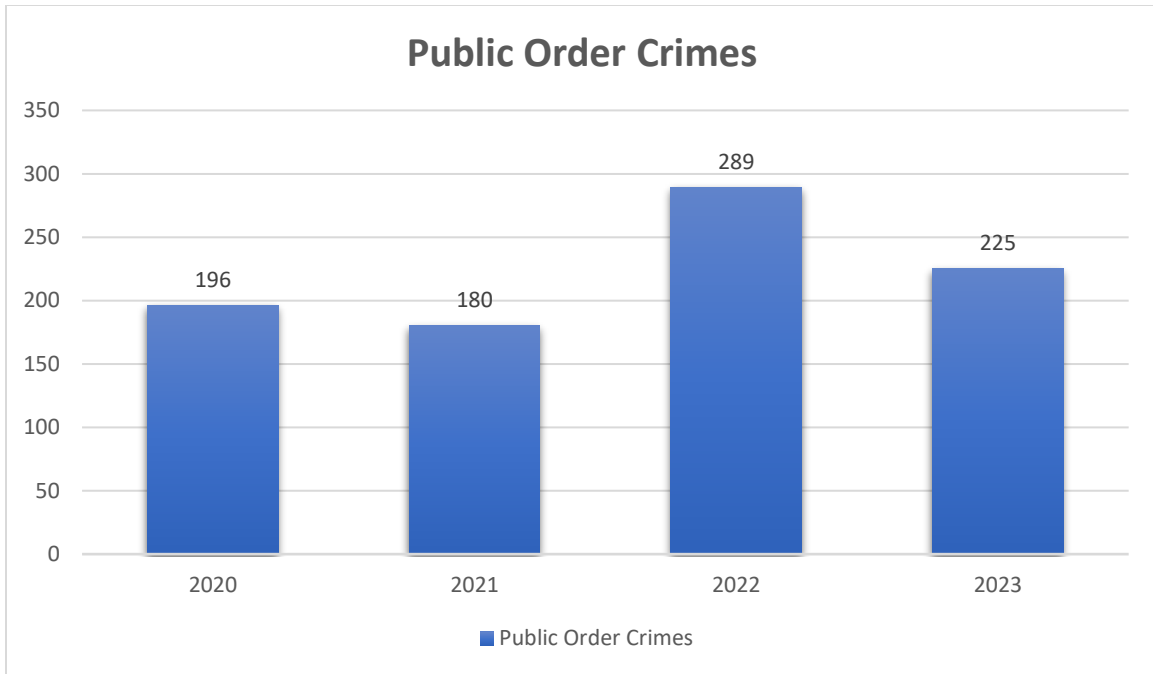


Crimes Against Property

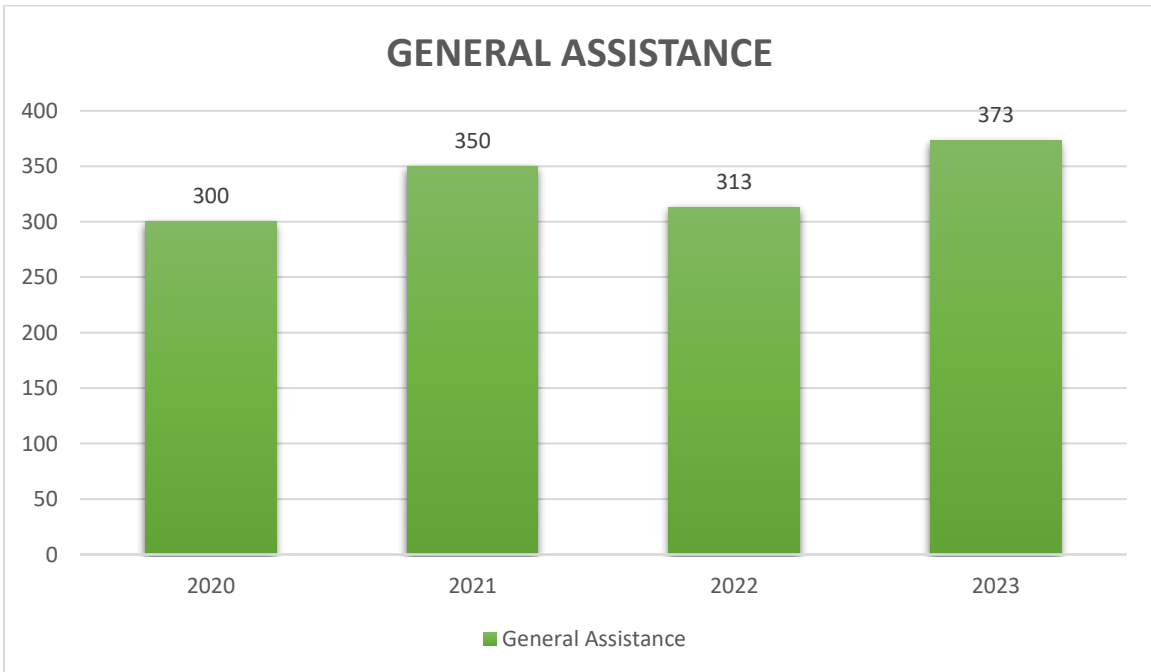
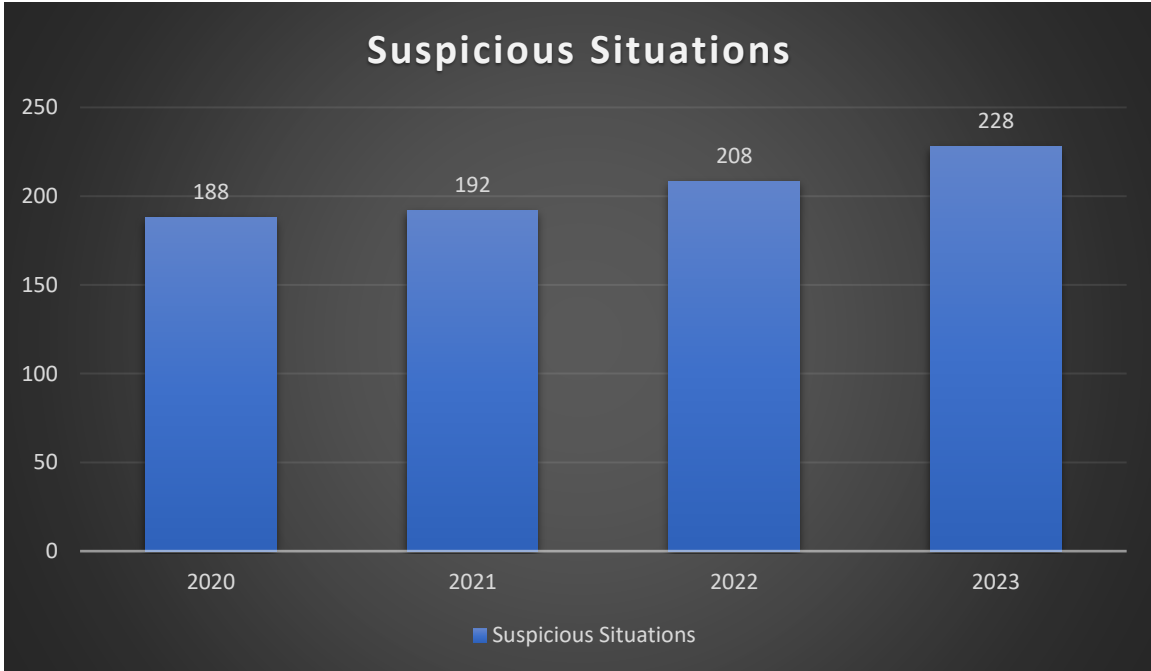
Property crime is a category of crime that includes, among other crimes, burglary, larceny, theft, motor vehicle theft, arson, shoplifting, and vandalism. Property crimes involves the taking of property, and does not involve force or threat of force against a victim. Although property crimes are less personal than other crimes, they are still taken seriously by the men and women of our Department. We, at the Marine City Police Department, strive to make the citizens of our community safe and have a sense of comfort while they are away from their homes.



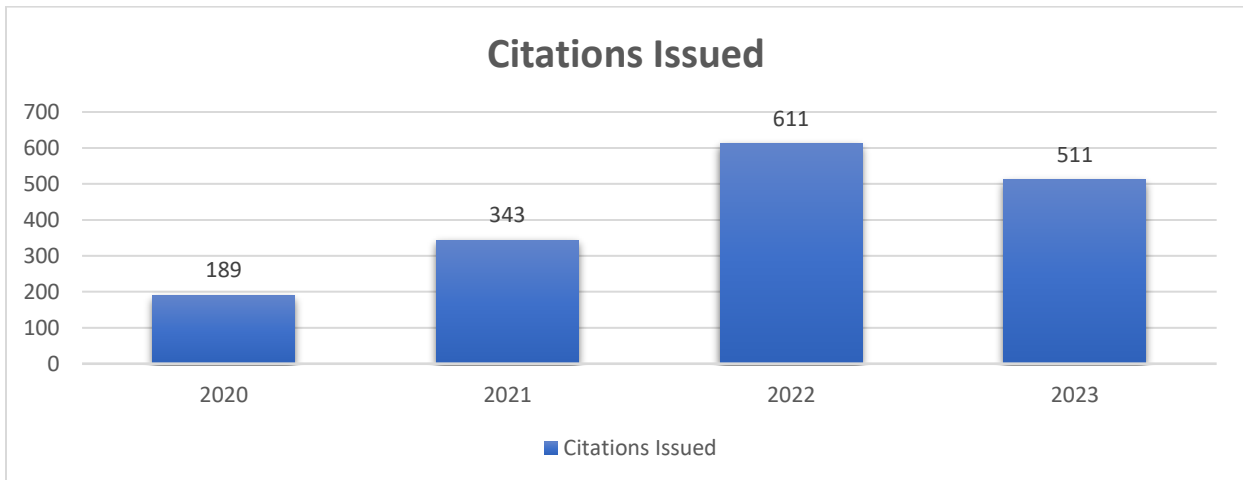
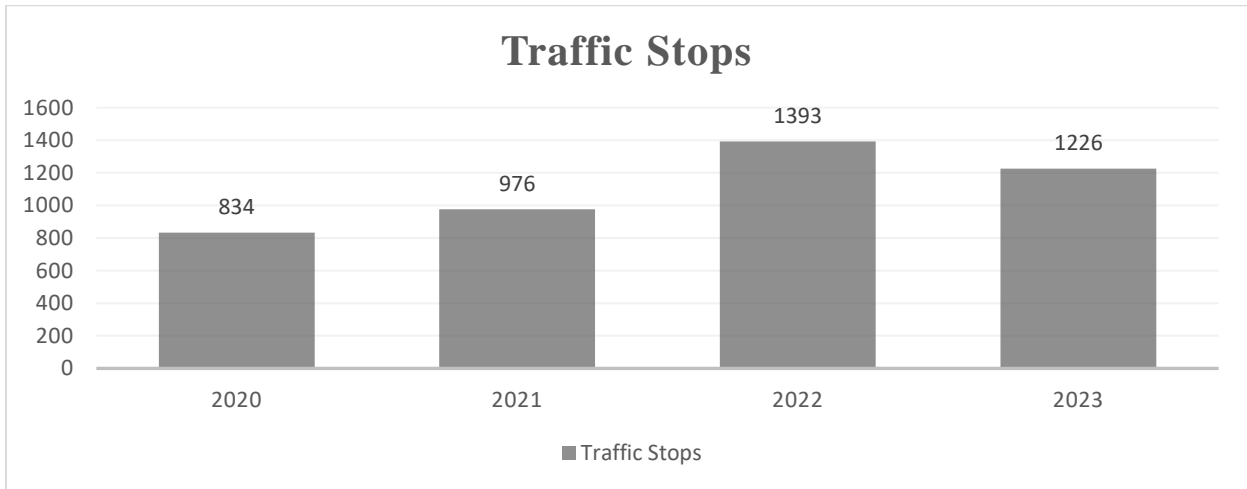
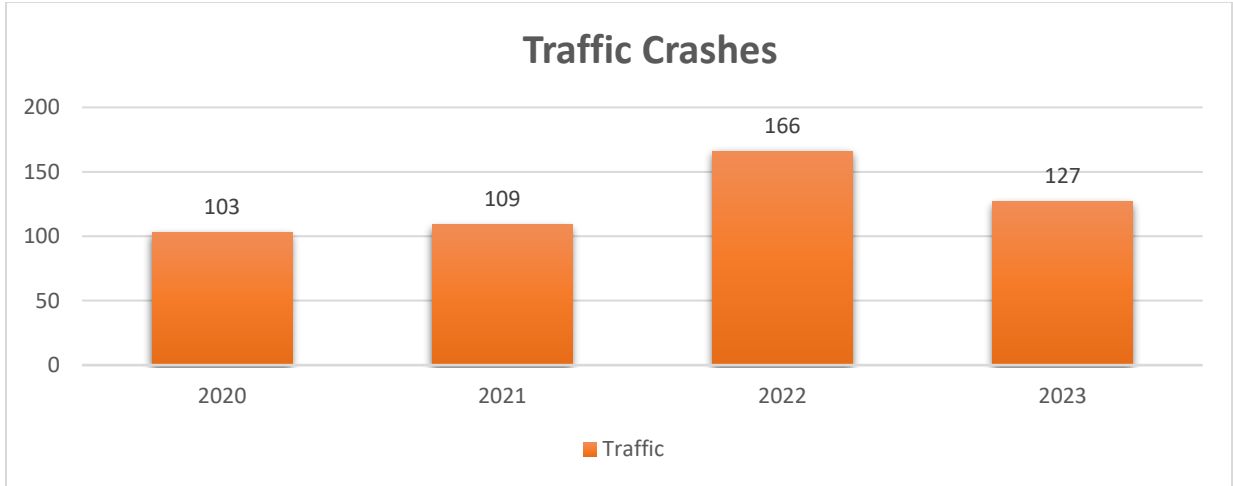
Marine City Police Department 2023 Annual Report



Marine City Police Department 2023 Annual Report



Marine City Police Department 2023 Annual Report





AGENDA MEMO

TO: Mayor Vandebossche and Commissioners

FROM: Chief Heaslip

SUBJECT: Radio Purchase Approval

BACKGROUND INFORMATION: As part of a county wide initiative for radio encryption, I am presenting the attached quotes for approval. For this project, I submitted paperwork (attached) to the county for ARPA funding to help with the financial burden relating to this. County Commissioner Vandebossche has once again graciously given us \$25,000 for reimbursement towards the purchase. The total cost of the project is \$27,112.04 to include 3 new in-car radios and 7 portable radios. The department would be responsible for only a total of \$2,112.04. All of this would likely be paid after July 1, 2024 and will all be included in the upcoming budget. The quotes provided by Digicom Global are part of the MIDEAL process which forgoes the need for 3 quotes.

ORIGINATING DEPARTMENT: Police

BUDGETED ITEM: Will be for 24-25 budget

REVIEWED BY: JHeaslip

STAFF RECOMMENDATION

PRESENTED BY: Chief Heaslip

RECOMMENDED ACTION(s) Approval of portable radios and in-car radios as part of a county initiative.

DATE APPROVED FOR AGENDA:

ATTACHMENTS:

[Quote 4772 Marine City Portables.pdf](#)

[In-Car 4771 Marine City Police Dept.pdf](#)

[SubRecipient Agreement ARPA St. Clair County - FINAL for Subs.doc](#)

Digicom Global 911 Inc.

675 East Big Beaver
 Suite 105
 Troy, Mi. 48083

QUOTE

Date	QUOTE #
2/20/2024	4772

Bill To:
Marine City Police Department James Heaslip 260 S. Parker Street Marine City, MI 48039

Ship To:
Marine City Police Department James Heaslip 260 S. Parker Street Marine City, MI 48039

Rep	Project
DEB	

Description	Qty	Rate	Total
Quoted for Chief Heaslip 810-765-4040 jheaslip@marinecity-mi.org			
PORTABLES			
VP6430BKF2 762-806 and 806-870 MHz P25 Model 2 Standard Keypad, Top Display, Front Full Color Display, 3 watts, 1024 Channels, 255 Zones, IP 67 & Mil Spec C/D/E/F/G. 3 Year Warranty. DES & ARC4 / ADP Encryption Radio ONLY.	1	1,968.00	1,968.00
VIK 8322000002 License key for P25 conventional for VP-6000/7000/8000 series. Kit price given field price \$480.	1	304.00	304.00
VIK 8322000005 License key for P25 Phase 1 trunking for VP-6000/7000/8000 series EFJ 8322000005 Kit or Field price	1	108.00	108.00
VIK 8323000004 AES Multi Key FIPS140-2 encryption module includes DES if requested. Note for VP5000 must purchase KWD-AE30K AES Encryption Module	1	412.00	412.00
KRA-32K 700 800 MHz antenna	1	31.44	31.44
KNB-L3M Li-ion 3400 mAh (High Capacity) battery. Smart Battery	1	162.00	162.00
MPSCS Customer will pay the \$250.00 per radio one time programming fee directly to the state. This is good for the life of the radio.	1	0.00	0.00
MiDeal Pricing per EFJ / Kenwood Michigan State Contract # 210000000896 or (21*896). This State Contract Number must be listed somewhere on the PO.		0.00	0.00
VP6430 Black Radios SUBTOTAL:			2,985.44
		Subtotal	
		Sales Tax (6.0%)	
		Total	

Digicom Global 911 Inc.

675 East Big Beaver
 Suite 105
 Troy, Mi. 48083

QUOTE

Date	QUOTE #
2/20/2024	4772

Bill To:
Marine City Police Department James Heaslip 260 S. Parker Street Marine City, MI 48039

Ship To:
Marine City Police Department James Heaslip 260 S. Parker Street Marine City, MI 48039

Rep	Project
DEB	

Description	Qty	Rate	Total
VP5430F2 700/800, Model 2 Standard Keypad, Transflective Color Display, 3 watts, 1024 Channels, 255 Zones, IP 67/68 & Mil Spec C/D/E/F/G. 3 Year Warranty. Includes P25 Conventional and Phase1 Trunking. Radio ONLY.	6		
KRA-32K 700 800 MHz antenna	6	31.44	188.64
KNB-L3M Li-ion 3400 mAh (High Capacity) battery. Smart Battery	6	162.00	972.00
VIK KWD-AE30K KIT AES FIPS140-2 & DES Encryption Mod. KWD-AE30K.. **FOR EFJ RADIOS ONLY** (KENWOOD MODELS ARE KWD-AE30 FLD)	6	88.00	528.00
VIK 8323000004 AES Multi Key FIPS140-2 encryption module includes DES if requested. Note for VP5000 must purchase KWD-AE30K AES Encryption Module	6	412.00	2,472.00
MPSCS Customer will pay the \$250.00 per radio one time programming fee directly to the state. This is good for the life of the radio.	6	0.00	0.00
MiDeal Pricing per EFJ / Kenwood Michigan State Contract # 210000000896 or (21*896). This State Contract Number must be listed somewhere on the PO.	6	0.00	0.00
VP5430 Black AES Multikey Radios SUBTOTAL:			12,296.64
KSC-526 Rapid rate 6-unit charger. VP Series radios Note: Requires insertion of 6 charger pockets of styles KSC-52PAK, KSC-52PBK or KSC-52CK	1	610.40	610.40
		Subtotal	
		Sales Tax (6.0%)	
		Total	

Digicom Global 911 Inc.

675 East Big Beaver
 Suite 105
 Troy, Mi. 48083

QUOTE

Date	QUOTE #
2/20/2024	4772

Bill To:

Marine City Police Department
 James Heaslip
 260 S. Parker Street
 Marine City, MI 48039

Ship To:

Marine City Police Department
 James Heaslip
 260 S. Parker Street
 Marine City, MI 48039

Rep	Project
DEB	

Description	Qty	Rate	Total
KSC-52PBW Charger Pocket B for KSC-52 single bay /KSC-526K 6 bay, KNB-L2/L3/LS7, VP-T. KSC-526K GROUP SUBTOTAL KSC-526K with 6 KSC-52PBW charger pockets	6	8.00	48.00 658.40
OPTIONAL ITEMS			
KMC-70M Mil Spec IP67 (Immersion) Intrinsically safe speaker mic with Active Noise Reduction,3 programmable buttons and 3.5 mm audio jack COST: \$117.28 Ea.			0.00
KSC-52 charger comes equipped with the B-Pocket charger insert which is compatible with the following battery types: KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7. The pocket may be removed and exchanged for use with other battery types. B pocket for KNB-L1/L2/L3/LS5/LS7 style batteries for VPx000 COST: \$72.16 Ea.			0.00
VIK 2990600013 EFJ 2 year extended warranty COST: \$152.00 Ea.			0.00
Shipping	1	50.00	50.00

Subtotal	\$15,990.48
Sales Tax (6.0%)	\$0.00
Total	\$15,990.48

Digicom Global 911 Inc.

675 East Big Beaver
 Suite 105
 Troy, Mi. 48083

QUOTE

Date	QUOTE #
2/20/2024	4771

Bill To:

Marine City Police Department
 James Heaslip
 260 S. Parker Street
 Marine City, MI 48039

Ship To:

Marine City Police Department
 James Heaslip
 260 S. Parker Street
 Marine City, MI 48039

Rep	Project
DEB	

Description	Qty	Rate	Total
Quoted for Chief Heaslip 810-765-4040 jheaslip@marinecity-mi.org			
MOBILES RADIOS			
VM5930BF Viking Mobile Deck Only 700/800, 762-806MHz, 806-870MHz, Transflective Color Display, 35 watts, 1024 Channels, 255 Zones, IP 54/55 & Mil Spec C/D/E/F/G. 3 Year Warranty. Includes P25 Conventional and Phase1 Trunking. .	3	1,872.00	5,616.00
VIK 8323000004 AES Multi Key FIPS140-2 encryption module includes DES if requested. Note for VP5000 must purchase KWD-AE30K AES Encryption Module	3	412.00	1,236.00
KCH-19VM SCD Basic Control Panel for dash mount. EFJ line.	3	162.08	486.24
KCT-71M3 (25ft) Remote Control Cable.	3	72.16	216.48
KMC-65M standard palm microphone for a base or mobile	3	47.12	141.36
KRK-14HV KCH-19 Rear Panel EFJ model	3	143.04	429.12
KCT-23M3 DC Cable (35-50W Remote Mount; pos. 23ft, neg 3.3ft leads)	3	48.64	145.92
KMB-33M: Standard mounting brackets	3	12.64	37.92
KRK-17BF Remote Kit FOR A VM7000 deck	3	88.00	264.00
VIK 597539077901 USB Micro A-B Cable. USB Micro Type B male To USB Micor Type B female extension cable.	3	0.00	0.00
KCT-46 Ignition sense cable (plugs directly into mobile chassis ignition sense line).	3	12.40	37.20
KES-5A External speaker 12-15 Watt Output. 9 ft lead	3	54.16	162.48
KAP-2 Home Alert / P.A. Relay Option	3	56.80	170.40

Subtotal
Sales Tax (6.0%)
Total

Digicom Global 911 Inc.

675 East Big Beaver
 Suite 105
 Troy, Mi. 48083

QUOTE

Date	QUOTE #
2/20/2024	4771

Bill To:

Marine City Police Department
 James Heaslip
 260 S. Parker Street
 Marine City, MI 48039

Ship To:

Marine City Police Department
 James Heaslip
 260 S. Parker Street
 Marine City, MI 48039

Rep	Project
DEB	

Description	Qty	Rate	Total
ANT 386825: LAIRD 760-870 MHz BLACK Phantom 3 dB low visibility black antenna. Order Motorola style mount and cable separately.	3	39.00	117.00
Cable MB8 Cable 0-960 Mhz 3/4 " Brass Mount / non / Conn. For roof mount RG58. 17 ft	3	19.99	59.97
Conn-36421 N Male for RG-58 silver plated, gold connector	3	8.49	25.47
MAG MMSU-1 Magnetic mic single unit for hand mics	3	35.00	105.00
VIK 2990600013 EFJ 2 year extended warranty	3	152.00	456.00
Service-Two Way Radio - Removal of Motorola and Re-installation of New Radios	3	435.00	1,305.00
Service-Two Way Radio - Mobile Charge	1	50.00	50.00
MPSCS Customer will pay the \$250.00 per radio one time programming fee directly to the state. This is good for the life of the radio.			0.00
MiDeal Pricing per EFJ / Kenwood Michigan State Contract # 21000000896 or (21*896). This State Contract Number must be listed somewhere on the PO.	3	0.00	0.00
VM5930 SHR w/Comps SUBTOTAL			11,061.56
Shipping	1	60.00	60.00
		Subtotal	\$11,121.56
		Sales Tax (6.0%)	\$0.00
		Total	\$11,121.56

SUBRECIPIENT AGREEMENT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
/AMERICAN RESCUE PLAN ACT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is entered into this the __1st__ day of March 2024, by and between the City of Marine City (“Subrecipient”) and ST. CLAIR COUNTY (the “County”), 200 Grand River, Suite 203, Port Huron, Michigan 48060 in connection with a certain grant to Subrecipient under the State and Local Fiscal Recovery Funds (“SLFRF”) otherwise known as American Rescue Plan Act funds (“ARPA”). The Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the County and/or the United States Department of the Treasury (“USDT”) perform all obligations and duties as contained in this Agreement and any/all addenda.

This Agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget).

NOTE: All eligible subrecipients are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. Subrecipients must provide a printout of their registration showing their Unique Entity Identification number (UEID) from SAM.gov as this is required for subrecipient reporting on the Project and Expenditure quarterly reports to the USDT.

Subrecipient: __City of Marine City__
Organization Type: __US local government__
UEID: **Z2QYRN8EPEY3**
Federal ID: _____
Mailing Address: __260 S. Parker St. Marine City, MI 48039__
SLFRF CFDA #: 21.027
Award Type: Grant
Award Amount: \$ \$25,000
Program Address: 375 S. Parker St. Marine City, MI 48039

1. Period of Performance

The Subrecipient shall commence performance of its obligations under this Agreement on 04/01/2024 and complete the Program no later than 12/01/2024, (hereinafter referred to as the “Program Expiration Date”).

2. Method of Payment

The monies available under this Agreement shall be payable on a reimbursement basis only. The County shall make a reimbursement payment only after the Subrecipient has submitted to the satisfaction of the County all required documentation confirming that the subrecipient has expended funds for the above program or project. The County requires the following in order to reimburse an expenditure:

- a. Copies of all invoices paid

- b. Copies of cancelled checks, front and back from their banking institution
- c. Copies of all quotes, bids or RFP's issued for proof of procurement, minimum of 3 written quotes, bids or proposals is required to be submitted.
- d. A printout from SAM.gov that the selected vendor is not on the suspension and debarment list
- e. Signed reimbursement request form with amount requested to be reimbursed

All payments are contingent upon subrecipient's continued compliance with the provisions set forth in this Agreement and any/all SLFRF rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR 200, USDT Requirements, any applicable local, state and federal laws, and any applicable USDT, or County policies, regulation, communication or guideline, as the same may be amended from time to time.

3. Funding

It is expressly understood that in no event will the total funding exceed \$25,000 unless otherwise mutually agreed upon in writing by amendment to this Agreement.

4. SLFRF Regulations

The Subrecipient shall conduct all work funded under this Agreement in compliance with the following:

- SLFRF's Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other federal regulations cited herein;
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- All local, state and federal laws; and
- Any subsequent USDT and/or County Policies, Regulations, Communications, and guidance.

5. Program Description, Program Schedule, and Scope of Work

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, Program Schedule and Scope of Work as outlined in Exhibit 1 attached hereto and made a part hereof. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Agreement, the Agreement will prevail.

6. Program Budget

An approved budget is incorporated and made part of this Agreement as attached in Exhibit 2 ("Program Budget"). The County may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the County upon request.

The Subrecipient shall not obligate, encumber, spend or otherwise utilize SLFRF funds for any activity or purpose not included in conformance with the Program Budget unless the Subrecipient has received explicit written approval from the County to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For purposes of this Agreement, Program Budget categories include:

- Portable/In-Car radio purchase and encryption
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from the County so (i) long as the specific category has been approved (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the County as provided for elsewhere in the Agreement.

7. Fund Disbursement

The Subrecipient must submit the SLFRF/ARPA Reimbursement Form (Exhibit 3) to request fund disbursement. The County shall have 30 days to make payment after receipt of the SLFRF reimbursement form and all required documentation as provided herein and in Section 2. The Subrecipient shall be entitled to reimbursement only after submission to the County of sufficient documentation showing itemized expenditures by activity and cost categories. Fund disbursement requests must be limited to the amount needed, and the use of the funds must be documented and in accordance with the Program Budget and all SLFRF regulations/guidance. The County reserves the right to request additional documentation before disbursing funds.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts, or purchases in compliance with 2 CFR 200.317-326 – Procurement Standards and the Manual.

- A. All expenditures must follow the Title 2 U.S. Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Cost Principles for Federal Awards. The following methods of procurement must be followed:
 - i. For purchases under \$4,999, no quotes are needed.
 - ii. For purchases \$5,000 - \$49,999, 3 written quotes MUST be obtained.
 - iii. For purchases over \$50,000, a formal bid process must be completed.
- B. Fixed Assets purchased with ARPA funds with a value of \$5,000 or more will be inventoried every two (2) years by the County and should be recorded as such on the Subrecipients accounting records. Maintenance and repairs of fixed assets purchased under ARPA will be the responsibility of the subrecipient.

8. SLFRF Commitment

The County agrees to disburse SLFRF funds subject to the terms and conditions contained in this Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Agreement and as detailed in the Program Budget. In no instance shall the County be liable for any costs incurred in excess of this commitment (hereinafter referred to as the “SLFRF commitment”), nor for any unauthorized or ineligible

costs. Expenses that are out of compliance with this Agreement may be determined ineligible and may be subject to repayment and/or recapture by the USDT and/or the County.

9. Commencement and Duration

The Subrecipient agrees that the Program shall not commence, nor shall any costs be incurred or obligated prior to execution of this Agreement unless approved in writing by the County.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in Exhibit 1 and the Period of Performance identified in page one (1) of this Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the County.

10. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage.

11. Program Income

Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits or discounts. The Subrecipients of SLFRF funds should calculate, document, and record the program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Subrecipient shall comply with the Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307.

12. Hatch Act

Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13. Compliance with Applicable Law and Regulations

- A. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(0) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be

otherwise provided by Treasury. Subpart F — Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. **A SAM.gov printout of the chosen vendor will provide this documentation and will be required to be submitted for reimbursement.**
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. **A SAM.gov printout of the chosen vendor will provide this documentation and will be required to be submitted for reimbursement.**
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

14. Contractors and Subcontractors

All work supported under this Agreement must be in compliance with the following regulations:

- A. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- B. The Contract Work House and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- C. Executive Order 11246 – Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- D. Certain Telecommunications Equipment – Grant funds may not be used to contract, re-contract, procure, or obtain equipment, services, or system that uses covered telecommunications equipment or system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- E. Domestic Preference – As appropriate to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR 200.322(b).
- F. The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

15. Right to Monitor

The County shall have the right to monitor Subrecipient's compliance with all the applicable SLFRF Program requirements by whatever means the County deems appropriate. The right shall

continue throughout and until the County's grant closeout with the USDT or for a 10-year period following the execution of this Agreement, whichever is longer in duration.

16. Right to Inspect

The County, its agents and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Agreement and SLFRF's Rules and Regulations.

Subrecipient agrees to permit the County, its agents and designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to the County, as and when requested, for the purpose of determining Subrecipient's compliance with this Agreement and SLFRF's Rules and Regulations.

17. Record Retention and Access to Records

Subrecipient agrees that the County, USDT, the Comptroller General of the United States, Government Accountability Office (GAO), Treasury's Office of the Inspector General (OIG) or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Agreement throughout and until the County's grant closeout with USDT or for a 10-year period following the execution of this Agreement, whichever period is longer in duration.

18. Liability and Indemnification

Subrecipient agrees the County shall not be liable for any noncompliance by Subrecipient and shall have the right in its discretion to cease disbursement of funds if the County determines the subrecipient has failed to comply with any terms or conditions of this Agreement. The Subrecipient shall defend and hold harmless the County, its agents, employees and board members from any and all liability, damages or attorney fees incurred due to Subrecipient's failure to comply with the terms and conditions of this Agreement or the Subrecipient's performance under this Agreement. In the event the U.S. Department of Treasury disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend and hold the County harmless from and against any loss resulting from such disallowance. Any indemnity provided for in this Agreement shall survive the disbursement of funds.

19. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

20. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112

and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the County upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no persons having such interest will be employed.

21. Minority/Women's Business Enterprises

Subrecipient agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the Subrecipient will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid with SLFRF Funds, as well as additional details regarding the amount of the contract, subcontract, and documentation of Subrecipient's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and service.

22. Religious Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the SLFRF program. The Subrecipient shall not, in carrying out this Agreement, discriminate against a potential client or tenant or vendor on the basis of religion or religious belief. If the Subrecipient engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, the Subrecipient must perform such activities and offer such services outside of any part of this program and separately, the time and location, from the activities funded under this Agreement.

23. Reliance Upon Information

The commitment of SLFRF funds under this Agreement has been made in part on the basis of certain financial and other information furnished to the County by Subrecipient. SLFRF Funds may be withdrawn or recaptured by SLFRF at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if SLFRF should determine that it is inadvisable to fund the Program because of material respect, or if the condition of Subrecipient and/or the Program as determined by SLFRF in its sole discretion.

24. Programmatic Changes

Subrecipient will promptly notify the County in writing in the event of changes in key personnel and obtain the prior written approval from the County whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work; (ii) any revision in the Program Budget between the Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Agreement, which are material as an assignment of Subrecipient's rights and responsibilities under this Agreement. Failure to notify the County may result in termination of this Agreement.

25. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the County quarterly, or at such other intervals as requested, any information, documents or certifications required by the County which the County deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the County. The County shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by the County. These include, but are not limited to:

- A. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- B. Records supporting requests for payment and disbursement of funds.
- C. Records indicating the source and amount of any repayment, interest and other return on investment of SLFRF funds.
- D. Records of all written agreements and contracts pertaining to SLFRF Program.
- E. Records supporting a competitive bid process of procurement.
- F. Audits and resolution of audit findings.
- G. Any program fees or program income collected.
- H. Efforts to recruit MBE's and WBE's.(Minority Business Entity & Women-owned Business Entity)

The following records and reports must be submitted to the County upon request:

- A. Financial documents, terms of agreement, and contracts upon request.
- B. Records of all transactions.
- C. Any other program information as requested by the County from time to time.

26. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- A. Making final payments
- B. Disposing of program assets, including the return of all unused materials, equipment, program income balances, and accounts receivable to the County; and
- C. Determining custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

27. Single Audit Requirements

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant (“CPA”), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the County to determine the financial status of Subrecipient’s activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the County. The Compliance Supplement can be found on OMB’s website at <https://www.whitehouse.gov/omb/office-federal-financial-management/>. If such audit contains no material findings, Subrecipient is not required to submit a copy to the County unless otherwise required by the terms of this Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Agreement to the County, USDT, or any designee thereof. The County reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the County requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

28. Cost of Single Audit

If it is determined that a single audit is required to be performed, the cost of the Single Audit will be the responsibility of the municipality.

29. Financial Management System

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, and complete disclosure of financial results of the functions and services performed under this Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purpose as provided in this Agreement; and d) accounting records that are supported by source documentation.

30. Repayment of Investment, Time Limits for Performance

In the event that the Program is not completed in compliance with the requirements of this Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to the County. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for that Program to the County.

31. Subrecipient’s Representations

Subrecipient represents to the County as follows:

- A. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- B. Its execution, delivery and carrying out of the terms and conditions of this Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- C. There has been no material adverse change in its financial condition;
- D. The representations, warranties and statements of fact of Subrecipient as set forth in this Agreement are true, accurate and complete in all material respects as of the date hereof;
- E. It has not failed to provide the County with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- F. The Subrecipient has duly authorized the officer executing this Agreement to execute, in its name and on behalf, this Agreement and all such other documents and instruments as the County may request in connection therewith; and
- G. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

32. Survival of Agreements

All agreements, covenants, representations, and warranties made in this Subrecipient Agreement including Exhibits hereto shall survive the termination of this Agreement.

33. Events of Default and Pursuit and Remedies

The occurrence of any one or more of the following events constitute an Event of Default hereunder:

- A. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Agreement and any/all accompanying closing documents, SLFRF Rules and Regulations, 2 CFR Part 200, USDT requirements, any applicable local, state, and federal laws, and any applicable USDT and/or County policy, regulation, communication or guideline as the same may be amended from time to time, as determined by the County in its sole discretion; or
- B. Any representation or warranty made herein or in any/all Subrecipient applications, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Agreement is proven false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the County may, at its option, send Subrecipient a Notice of Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, the County may, upon ten (10) business days' notice, terminate or suspend this Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by

Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the County in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Agreement. In addition, the County may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud or misrepresentation, whether through commission or omission.

34. Termination

This Agreement shall remain in effect for the period defined on page one (1) of this Agreement. In accordance with 2 CFR 200.338, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- A. Failure to comply with the County guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and USDT guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- C. Ineffective or improper use of funds provided under this Agreement; or
- D. Submission by the Subrecipient to the County of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, Appendix II, this Agreement may also be terminated for convenience by either the County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

35. No Waiver

No delay or omission by the County to exercise its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Agreement, whether the County has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the County to or of any other or succeeding breach or noncompliance.

36. Benefit

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Agreement shall be of any effect unless the prior written consent of the County to such assignment has been first obtained.

37. Severability; Survivability

If any provision of this Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Agreement. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Agreement shall survive the closing of any grant contemplated by this Agreement.

38. Governing Law

This Agreement is being executed and delivered in the State of Michigan and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the said State, irrespective of its conflict or law provisions.

39. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

40. Notices

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the County

Karry Hepting
200 Grand River Ave, Suite 203
Port Huron, MI 48060

To Subrecipient

James Heaslip (Chief of Police)
375 S. Parker St.
Marine City, MI 48039

41. Changes to the Agreement

The terms of the Agreement may be changed by executing an amendment or new agreement at the sole discretion of the County. Certain terms of the Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the County or as provided herein.

Amendments shall make specific reference to this Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Subrecipient.

42. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

43. List of Exhibits

Exhibit 1: Program Description, Program Schedule, and Scope of Work

Exhibit 2: Program Budget

Exhibit 3: Request for Payment Form

The County and the Subrecipient agree to the conditions in the Agreement and all Exhibits hereto and sign to that effect:

FOR THE COUNTY:

Karry Hepting, Administrator/Controller

Date

FOR THE SUBRECIPIENT:

Date

Exhibit 1:

Program Description, Schedule, and Scope of Work

Program Description:

Purchase portable/in-car radios and have them programmed for encryption as part of a countywide initiative.

Program Schedule:

Will obtain City Commission approval to move forward with project on March 21, 2024 for project amount not to exceed \$25,000. City will fund the remainder of the project in the amount of \$2,112.04.

Scope of Work:

Once approval is obtained, (both City and County level), I will order the radios from Digicom Global.

The radios will then be shipped to the State for programming. 4-6 months turnaround.

Radios should be fully operational by 12-01-2024

Exhibit 2:

Program Budget

Total cost of this project is \$27,112.04 which includes 3 in-car radios and 7 portable radios. Upon approval, city will match the remainder of project of \$2,112.04.