

**NOTICE OF PUBLIC MEETING  
COUNCIL CHAMBERS – VILLAGE HALL  
102 South Huron Avenue  
Phone: 436-5351**

**7:00 P.M.**

**July 02, 2013**

**AGENDA-REGULAR MEETING  
MACKINAW CITY VILLAGE COUNCIL**

- I. Call to Order/Taking of Roll**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Clerks Report**
  - A. Approval of Minutes**
    - 1. Regular Meeting of June 20, 2013**
  - B. Bills**
    - 1. Accounts Payable for July 02, 2013-\$50,227.40**
  - C. Communications**
- V. Manager Report/President Report/Department Reports**
- VI. Public Comments-Agenda/Non Agenda Items**
- VII. Old Business: None**
- VIII. New Business:**
  - A. Information Technology Service Contracts and Server (Action Item)**
  - B. Full-Time Seasonal Employee Compensation for July 04, 2013 and September 02, 2013 (Action Item)**
  - C. Parking Request-Mackinaw City Lions Club**
  - D. Special Event Application-MI Assoc. Suicide Prevention**
- IX. Reports/Committees/Village Commissions**
  - Facilities Report-Trustee Planisek (Chair)**
- X. Closing Public Comments**
- XI. Scheduling of Council Sub Committee Meetings**
- XIII. Adjournment**

**All communication, petitions, etc. must be in the office of the Village Clerk by 12 o'clock noon on the Tuesday proceeding the first and third Thursday of every month to be on the Agenda.**

**THURSDAY July 02, 2013 -6:45 PM  
FINANCE COMMITTEE-REVIEW BILLS**

**UNAPPROVED**  
**MINUTES REGULAR COUNCIL MEETING**  
**MACKINAW CITY**

7:00 P.M.

June 20, 2013

**I. President Hingston called the meeting to order and with the following Trustees present – Robert Glenn, Matt Yoder, Belinda Mollen, Richard Perlick and Paul Michalak. Also present Manager Adam Smith and Clerk Lana Jaggi. Visitors – List Attached.**

**II. Pledge of Allegiance**

**III. Motion Mollen seconded Planisek to approve the agenda as presented. Voice vote – motion carried unanimously.**

**IV. Clerks Report**

**A. Approval of Minutes:**

**1. Motion Planisek seconded Perlick to approve the Zoning Board of Appeal Public Hearing minutes of June 06, 2013 as presented with word addition of permitted prior to principal in Manager Smith's comments. Voice vote-motion carried unanimously. No discussion.**

**2. Motion Glenn seconded Perlick to approve the Regular Meeting minutes of June 06, 2013 as presented with change of \$107,637.65 to \$170,637.65 in motion to pay the bills. Voice vote-motion carried unanimously. No discussion.**

**B. Bills:**

**1. Motion Mollen seconded Michalak to pay the bills in the amount of \$74,440.26. Voice vote-motion carried unanimously. No discussion.**

**C. Communications submitted and placed on file:**

**1. Thank you from Fort Michilimackinac Pageant Com.**

**V. Manager Report was submitted and placed on file.**

**VI. Public Comments, Agenda/Non Agenda:**

**Ron Wallin-asked question regarding correspondence to Little Traverse Bay Band of Odawa Indians.**

**VII. Old Business:**

**A. Motion Planisek seconded Yoder to submit a letter to the Little Traverse Bay Band of Odawa Indians stating the Village of Mackinaw City will not have a decision regarding the casino proposal by June 30, 2013. Voice vote-motion carried unanimously. No discussion.**

**VIII. New Business**

**A. Motion Mollen seconded Planisek to approve the Professional Service Agreement-Emergency Dredging as presented. Voice vote-motion carried unanimously. No discussion.**

**B. Motion Planisek seconded Michalak to approve the special event application for the Ironworker Festival to be held August 9, 10, 11 2013 at the Pavilion. Voice vote-motion**

**MINUTES REGULAR COUNCIL MEETING**

**7:00 P.M.**

**MACKINAW CITY**

**June 20, 2013**

**Page 2**

carried unanimously. Discussion-rep from the I.W. Festival Comm. asked for wavier of the application fee.

C. Motion Planisek seconded Yoder to approve the special event application from Mackinac Straits Hospital for the Kids Fitness Program for June, July and August dates. Voice vote-motion carried unanimously. No discussion.

D. Motion Planisek seconded Glenn to approve the special event application for the Waugoshance Trail Marathon Fundraiser for the Little Traverse Bay Conservancy July 13, 2013 as presented. Voice vote-motion carried unanimously. No discussion.

**IX. Reports/Committees/Village Commissions: None**

**X. Scheduling of Council Sub Committee Reports: None**

**XI. Closing Public Comments:**

Ron Wallin-commented on McClott property survey in regards to worth and suggested staff contact Shelper's in regards to the dead landscape in their Nicolet St. parking lot.

Pres. Hingston commented on casino issues, promised Council will due diligence to research all facts BEFORE a vote is taken on the casino proposal and the action item will be posted on the agenda so the public is aware of it prior.

**XII. Adjournment: 7:45 PM**

**Respectfully submitted;**

**Jeff Hingston; President**

**Lana Jaggi; Clerk**

User: LANA

DB: Mackinaw City

EXP CHECK RUN DATES 06/28/2013 - 06/28/2013  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
893317307	ARCTIC GLACIER U.S.A.	MARINA ICE	124.80
6222013	CHARTER COMMUNICATION		469.59
6/28/2013	CHASE PLATINUM MASTER	STAMPED ENVELOPES, MGR CONFER, BOAT PAR	585.92
07 01 2013 PAYMENT	CITIZEN'S NATIONAL BA	FIRE TRUCK PAY 2005	8,382.46
493461	CLARK HILL P.L.C.	ATTORNEY-CASINO	331.50
493450	CLARK HILL P.L.C.	ATTORNEY/GENERAL	1,057.50
493475	CLARK HILL P.L.C.	ATTORNEY/TRUCK LOAN	2,100.00
13935	CROSSROADS INDUSTRIES	VILLAGE NEWSLETTER, SPRING/SUMMER 2013	585.93
015-75316	CUMMINS BRIDGEWAY, LL	W/S GENERATOR/2ND INSTALLMENT	18,549.18
14495	DOC'S PLUMBING & HEAT	BLACK NIPPLES & PIPES	53.14
890316	DUBOIS-COOPER ASSOCIA	BARBARA STREET /CONNECTION PARTS LABOR	1,069.99
252249	ELHORN ENGINEERING CO	CHEMICALS WATER/SEWER	3,406.50
15228	FERNELIUS TOYOTA-CHRY		100.00
9170202817	GRAINGER		31.68
9169075935	GRAINGER	VILLAGE HALL LIGHT FIXTURE	105.65
0811476-IN	HEIMAN INC.	DURAL LITE FIRE DEPT	2,961.82
1001050554	IACP	MEMBERSHIP 1630951	120.00
323078	NORTH CENTRAL LABORAT	W/S CHEMICALS	2,082.51
423876	NYE UNIFORM COMPANY	DEPUTY SHIRTS	103.61
423878	NYE UNIFORM COMPANY	SGT. SHIRT	102.30
04161671	PROGRESSIVE MEDICAL I	MED KIT AMBULANCE	39.90
175902	PVS TECHNOLOGIES, INC	SEWER CHLORIDE	7,223.47
715847	SPORTS AWARDS	SOFTBALL TROPHY	115.55
96314203	STATE CHEMICAL MANUFA	CLEANING SUPPLIES GROUNDS	334.40
PERMIT	STATE OF MICHIGAN	SEWER OPERATOR CERTIFICATION/LEON LAHAI	95.00
22189	TOM H. EVASHEVSKI, P.	TX HINGSTON & REVIEW DOWNING ENROACHMEN	95.00
			50,227.40



# Village of Mackinaw City

102 South Huron Avenue, P.O. Box 580, Mackinaw City, Michigan 49701

Telephone: (231) 436-5351 Fax: (231) 436-4166

[www.mackinawcity.org](http://www.mackinawcity.org) [village@mackinawcity.org](mailto:village@mackinawcity.org)

To: Mackinaw City Council  
From: Adam R. Smith, Village Manager  
Date: June 28, 2013  
Re: Manager Report & Recommendations for July 2, 2013 Council Meeting



## 2012 Village Tax Bills

[Informational]

Council will need to submit a revised Michigan Department of Treasury L-4029 Forms to Emmet and Cheboygan Counties for the 2013 Village Tax Bill. The millage levy for Public Act 359 of 1925 needs to be recalculated to meet compliance requirements of the Act. Although the Act allows for levy of 4 mills on the dollar of assessed valuation, said tax levy shall not exceed \$50,000 in any year. The "maximum allowable millage rate" language approved for Fiscal Year 2013-2014 operating purposes that was adopted at the Council meeting following the public hearing on February 21, 2013 resulted in the inaccurate calculation of the Special Tax for Advertising (P.A. 359 of 1925) as the annual limit of \$50,000 was not applied to the tax levy. I anticipate the revised L-4029 Forms as a proposed Council Agenda action item on or before July 18, 2012 promptly followed by the issuance of revised 2013 Village Tax Bills. Preliminary review of past P.A. 359 of 1925 annual revenue is in compliance with the \$50,000 limit. The following public statement has been issued: The Village of Mackinaw City is reviewing the current 2013 Village of Mackinaw City property tax statements that were issued. Please refrain from making payment until further notice. Thank you for your patience and we apologize for any inconvenience this situation may have caused.

## VIII. A. Information Technology Service Contracts and Server

[Action Item]

The Village of Mackinaw City recently received written quotation to address inadequate information technology services and install an upgraded exchange server from I.T. Right. I.T. Right has been providing information technology support solutions for local government since 1998, currently serving over 300 government customers. I.T. Right is BS&A Software's networking firm and focuses nearly exclusively on local Michigan government clients (95%).

Our facilities are in significant need of a comprehensive IT service plan and an adequate server. Per I.T. Right quotation, the total cost for the first year of an annual comprehensive service contract would be \$5,400 (or \$4,900 with limited anti-virus protection option). Additionally we are in need of an exchange server (\$3,724); the installation cost (\$2,160) would be waived if we enroll in the annual service contract. Village Council's Facilities Sub-Committee has reviewed the proposal and is recommending authorization of the service contracts and installation of the server in a total amount of \$9,124 (total reflects a server installation discount of \$2,160 and first year service discount of \$400 as well as the proactive anti-virus option).



I would recommend an allocation of \$9,124 and the execution of said service contracts with I.T. Right. Alternatively, Council may choose not to address the inadequate information technology services and server at this time. *Please refer to attached documentation detailing service contract, web& email hosting, remote backup, anti-virus and server upgrade on behalf of I.T. Right.*

**VIII. B. Full-time Seasonal Employee Compensation for July 4, 2013  
and September 2, 2013**

**[Action Item]**

Consideration of hourly wage adjustment for full-time seasonal employees working on July 4, 2013 and September 2, 2013. Currently there is inconsistency in the holiday wages of full-time seasonal employees. This issue requires an in-depth analysis and cost projections relative to consideration of a long term personnel policy to address holiday pay. In the interim, I would recommend consideration of wage adjustment for current full-time seasonal employees that will actually work on the dates July 4, 2013 and September 2, 2013.

	1.5x Multiplier	2x Multiplier
Full-time Seasonal Employees		
Marina (8) Combined Hourly Wage \$70.35	\$105.52 (+35.18)	\$140.70
Facilities (1) Hourly Wage \$8.50	\$12.75 (+4.25)	\$17.00
Cemetery (1) Hourly Wage \$8.10	<u>\$12.15 (+4.05)</u>	<u>\$16.20</u>
Maximum financial impact (16 hours)	\$2,086.72	\$2,782.40
Estimated financial impact (2/3 of max)	\$1,400	\$1,855

**Correspondence**

- Little Traverse Bay Bands of Odawa Indians reply correspondence June 26, 2013
- State of Michigan Department of Natural Resources Memorandum of Understanding Recreation Trails Program 12-01-03 – Village of Mackinaw City

**SPECIAL TAX FOR ADVERTISING**  
**Act 359 of 1925**

AN ACT to empower the common council of any city, or the corporate authorities of any village, to levy a special tax to be used for advertising, publicity, recreation or exploitation, tending to encourage the industrial, commercial, educational or recreational advantages of the said city or village, for the purpose of encouraging immigration to, and increasing the trade, business and industries of the said city or village.

**History:** 1925, Act 359, Imd. Eff. May 27, 1925.

*The People of the State of Michigan enact:*

**123.881 Publicity tax; limit.**

Sec. 1. The common council of any city, or the corporate authorities of any village, in this state, shall have the power to levy a special tax not to exceed in any 1 year 4 mills on the dollar of the assessed valuation of all taxable property within the said city or village, to be used for advertising, exploiting and making known the industrial, commercial, educational or recreational advantages of the said city or village, and to establish recreational and educational projects for the purpose of encouraging immigration to, and increasing the trade, business and industries of the said city or village: Provided, however, That such tax levy shall not exceed 50,000 dollars in any 1 year.

**History:** 1925, Act 359, Imd. Eff. May 27, 1925;—CL 1929, 2712;—CL 1948, 123.881.

# Village of Mackinaw City

102 South Huron Avenue, P.O. Box 580, Mackinaw City, Michigan 49701

Telephone: (231) 436-5351 Fax: (231) 436-4166

[www.mackinawcity.org](http://www.mackinawcity.org) [village@mackinawcity.org](mailto:village@mackinawcity.org)

June 26, 2013

Mr. Dexter McNamara, Tribal Chairman  
Little Traverse Bay Bands of Odawa Indians  
7500 Odawa Circle  
Harbor Springs, Michigan 49740

RE: Request for approval of a class III casino within the Village of Mackinaw City

Dear Tribal Chairman McNamara:

The Village of Mackinaw City is in receipt of your correspondence dated June 9, 2013 formally requesting a vote by June 30, 2013, for approval of a class III casino within the Village of Mackinaw City. At its regularly scheduled meeting of June 20, 2013, the Village Council of Mackinaw City unanimously voted to respectively decline the June 30, 2013 deadline in order to complete continued and necessary due diligence in the timeliest manner possible.

To that extent, we would initially request revised vicinity, site, and floor plans based on your intent to locate the facility on the former "waterpark property" vs. the north end of the property as previously proposed and discussed. Furthermore, we would request adequate financial information in an effort to estimate future payments in lieu of ad valorem property tax allocations to each local unit of government attributable to the Tribe's Class III gaming facility; to include taxes on real and personal property.

Thank you for your time, effort, and understanding as we ensure we have all necessary background information and a thorough understanding of the economic and community development impact of a casino within Mackinaw City. We look forward to consideration of a mutually beneficial agreement and a positive working relationship between our governments. Please feel free to contact us with any questions or concerns.

Sincerely,



Adam R. Smith, Manager  
Village of Mackinaw City





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
LANSING



KEITH CREAGH  
DIRECTOR

June 19, 2013

Mr. Adam R. Smith, Village Manager  
Village of Mackinaw City  
102 South Huron Avenue  
Mackinaw City, Michigan 49701

Dear Mr. Smith:

SUBJECT: RTP 12-01-03 – Village of Mackinaw  
Recreation Trails Program – Memo of Understanding

Enclosed is the Department of Natural Resources (DNR), Memorandum of Understanding (MOU), for the program referenced above.

Please have both copies of the MOU signed by the primary contact person for your organization, and return both original copies to this office by July 3, 2013. We will sign the originals and return one fully executed document for your files.

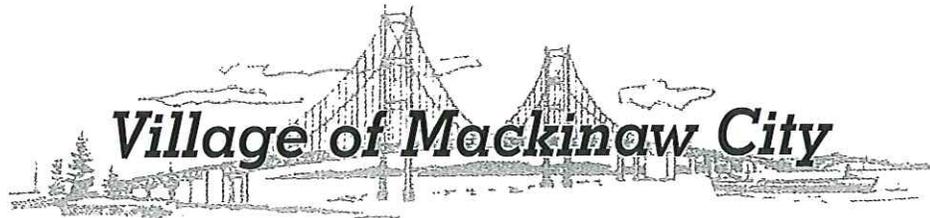
If you have questions, please contact Bruce Currier at the Department of Natural Resources, Parks and Recreation Division, P.O. Box 30257, Lansing, Michigan 48909, via e-mail at [currierB1@michigan.gov](mailto:currierB1@michigan.gov) or call 517-241-0799.

Sincerely,

Joe McClure, Finance Accounting Unit Manager  
Program Services Section  
517-241-2942

Enclosures

cc: Mr. Jim Radabaugh, DNR  
Mr. Mark Mandenberg, DNR



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June 28, 2013

Mr. Joe McClure, Finance Accounting Unit Manager  
Program Services Section  
Parks and Recreation Division  
Michigan Department of Natural Resources  
P.O. Box 30257  
Lansing, MI 48909

RE: RTP 12-01-03 – Village of Mackinaw, Recreation Trails Program MOU

Dear Mr. McClure:

Please find enclosed two (2) completed DNR Memorandum of Understanding agreements for the RTP 12-01-03 Village of Mackinaw project. We look forward to the completion of this Department of Natural Resources project and the recreation opportunity it provides. Please feel free to contact us with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "AS", with a long horizontal line extending to the right.

Adam R. Smith, Manager  
Village of Mackinaw City





**MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
FOR THE  
RECREATION TRAILS PROGRAM CFDA-20.219**

*This information is required by authority of Part 711 of Act 451 of 1994,  
as amended, to qualify for reimbursement.*

Grantee Village of Mackinaw City	
Attention Adam R. Smith, Village Manager	
Address 102 S. Huron Ave.	
City, State, ZIP Mackinaw City, Michigan 49701	
Telephone (231) 436-5351	Federal Employer Identification Number (FEIN) 38-6007230

It is expressly understood by and between the parties hereto that the proposal bears the above Grant Agreement Number and associated documents including all attachments, are by this reference made part of this understanding. All materials bearing this number constitute the entire understanding between the parties.

An agreement is made between the MICHIGAN DEPARTMENT OF NATURAL RESOURCES (hereinafter called the Department; State Trails Coordinator, contracting officer) and the above-named Grantee for funding **Trailhead Improvements per the attached scope item list dated 6/12/13..**

The project period shall be from Date Trails Coordinator signs to September 30, 2013. Funds provided under this agreement shall not in any event exceed Twenty Six Thousand (\$ 26,000.00) dollars. This sum shall be used only for the elements called for in the project scope.

All projects will comply with the Americans with Disabilities Act of 1990.

All work must comply with State and Federal guidelines rules, regulations, and laws.

Additional guidelines and specifications for this agreement:

- **Project Coordination:** The Department contact for this project is **Emily Meyerson**, hereinafter referred to as the Coordinator. The Grantee will confer regularly with the Coordinator on the progress of this project.
- **Suspended and Debarred Parties:** \*Sec. 3016.35 Sub awards to debarred and suspended parties. Grantees and sub grantees must not make any award or permit any award (sub grant or contract) as any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." List of debarred parties: <http://www.epls.gov>.
- **Payment:** Where applicable, the Department agrees to reimburse the Grantee for authorized expenditures upon verification of actual expenditures up to 90 percent of the grant amount. The Department will pay the final 10 percent upon project completion and final audit. Total payment under this grant is not to exceed the actual costs or **\$26,000.00**, whichever is less. Initial request for payment shall be made by completing *Request for Grant Reimbursement, PR4121*, (additional forms are available from the address at the end of this agreement). All requests for payment must be submitted quarterly and received by the Department no later than the 15<sup>th</sup> of the month following the end of the quarter. A final request must be made by **October 15, 2013**. Requests for payment must include copies of invoices and cancelled checks for all expenditures.
- **Fiscal Control and Accounting Procedures:** In addition to the summary documentation submitted to the Department, the Grantee will maintain complete financial records. Documents required to be maintained for audit include: purchase orders, vouchers, authorized payments, and time records for individual employee(s) charged to this program. All financial records for this Grant will be retained by the Grantee until audit, or for a minimum of three (3) years, whichever is less. Records under audit will be retained until the audit is closed.
- **Procurement:** The Grantee will use their own procurement procedures provided they reflect applicable state and local laws and regulations, to include low bidder competition bid process, as applicable.
- **Prevailing Wage and Fringe Benefits:** Any sub-contractor performing work under this agreement must comply with the requirements of P.A. 166 of 1965.

- **Insurance:** The Grantee will add the State of Michigan, Department of Natural Resources, as an additional insured party on Grantee's liability insurance policy. Proof of liability insurance must be supplied to the State Trails Coordinator prior to the Department releasing any reimbursements for this grant.
- **Changes:** From time to time, changes may be needed in the scope or an extension of the project and the grant. All changes must be submitted in writing to the Coordinator and approved by the Department 45 days prior to September 30, 20 . Changes implemented prior to approval by the Department will not be eligible for reimbursement.
- **Audits:** The project and related reports are subject to audit by the Department. This may include both financial audits and site visits.
- **Hold Harmless:** Each party to this agreement will be responsible for its own negligent acts, including the acts of its officers, agents, and employees.
- **Right of Cancellation:** This grant agreement may be cancelled by either party upon giving thirty (30) days' written notice to that effect to the other party.

The individuals or officers signing on behalf of the parties to this Agreement certify by their signatures that they have read, understand and agree to comply with this Agreement, and have the authority to enter into this Agreement on behalf of the Grantee.

**DEPARTMENT COORDINATOR**

Printed Name: James Radabaugh Title: State Trails Coordinator  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GRANTEE'S REPRESENTATIVE(S)**

Printed Name: Adam R. Smith Title: Village Manager  
 Signature:  Date: 6/28/13

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign and return both copies to:

**PROGRAM SERVICES SECTION  
 PARKS AND RECREATION DIVISION  
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
 PO BOX 30257  
 LANSING MI 48909**

A fully executed copy will be returned for Grantee's files to the address provided on page 1.

**Grant scope for RTP 12-01-03 for Mackinaw City Trailhead Improvements: 06-12-13**

Landscaping per plans:	\$10,000.00
Site furniture:	\$ 7,876.00 (inc. shipping)
3 Manistee rectangular tables that seat six, wheelchair access each end. Color: Ivy	
3 Petoskey Litter Receptacles w/ hinged lid. Color: Ivy	
Connector trail construction	\$ 1,500.00
Second Kiosk for public information	\$ 5,400.00
Trailhead sign	\$ 600.00
Lawn area renovation (Spray, re-seed and mulch lawn area )	\$ 600.00
	<hr/>
TOTAL	\$ 25,976.00 round up to \$26,000.00

Note: funds can be shifted between scope items if needed and budget allows.

**ARRESTS MADE BY THE MACKINAW CITY POLICE DEPARTMENT  
YEAR TO DATE THROUGH JUNE 30**

<b>CRIME TYPE</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>Thru 6/27/2013</b>
CRIMES AGAINST PERSON	7	5	4	5	6	2
PROPERTY CRIMES	6	1	12	10	7	7
MORALS/DECENCY CRIMES	8	11	7	11	3	7
PUBLIC ORDER CRIMES	24	38	54	38	45	55
JUVENILE/MINOR	0	0	0	0	0	0
<b>TOTAL</b>	<b>45</b>	<b>55</b>	<b>77</b>	<b>64</b>	<b>61</b>	<b>71</b>

Citations Issued Year To Date 2013: 79
Citations Issued Year To Date 2012: 110
Citations Issued Year To Date 2011: 114

**COMPLAINTS RECEIVED BY THE MACKINAW CITY POLICE DEPARTMENT  
YEAR TO DATE THROUGH JUNE 30**

	<u><b>2008</b></u>	<u><b>2009</b></u>	<u><b>2010</b></u>	<u><b>2011</b></u>	<u><b>2012</b></u>	<u><b>Thru 6/27/2013</b></u>
<b>Traffic Crash:</b>						
Public Roadway	17	20	13	22	13	11
Private Property	16	15	14	7	20	13
<b>Personal Injury Crash:</b>	2	1	0	1	1	1
<b>TOTAL</b>	<b>35</b>	<b>36</b>	<b>27</b>	<b>30</b>	<b>34</b>	<b>25</b>
<b>Breaking and Entering:</b>						
Business	1	3	1	0	0	0
Residence	0	0	0	2	0	1
Other	0	0	1	1	0	0
<b>TOTAL</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>1</b>
<b>Larceny:</b>						
From Bldg./Veh./Pub. Place	11	16	23	15	16	11
Fail to Pay for Services	9	7	4	0	2	6
Bad Check/Fraud	1	2	2	0	1	2
<b>TOTAL</b>	<b>21</b>	<b>25</b>	<b>29</b>	<b>15</b>	<b>19</b>	<b>19</b>
<b>Malicious Destruction of Property:</b>	4	4	3	5	6	1
<b>Domestic/Civil:</b>	9	17	21	22	37	20
<b>Assault:</b>	8	9	9	9	15	3
<b>Stolen Vehicle:</b>	0	2	0	0	0	0
<b>Reports Taken to Date:</b>	<b>365</b>	<b>406</b>	<b>412</b>	<b>422</b>	<b>523</b>	<b>411</b>

**MACKINAW CITY EMERGENCY MEDICAL SERVICE  
MACKINAW CITY FIRE DEPARTMENT  
Activity Report**

<b>EMS</b>	<u>2011</u>	<u>2012</u>	<u>Thru 6-27-13</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>Runs</b>						
January	29	21	17			
February	18	26	26			
March	28	18	22			
April	28	33	26			
May	31	36	40			
June	28	51	43			
July	66	50				
August	66	69				
September	42	37				
October	25	23				
November	24	23				
December	25	19				
<b>TOTAL RUNS FOR YEAR</b>	<b>410</b>	<b>406</b>	<b>174</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>MCFD</b>	<u>2011</u>	<u>2012</u>	<u>Thru 6-27-13</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>Runs</b>						
January	7	5	3			
February	4	3	4			
March	3	5	3			
April	3	4	2			
May	7	7	6			
June	3	8	12			
July	9	10				
August	12	10				
September	9	9				
October	11	3				
November	7	6				
December	4	2				
<b>TOTAL RUNS FOR YEAR</b>	<b>79</b>	<b>72</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Training</b>						
January	2	1	2			
February	3	2	2			
March	2	2	2			
April	1	2	2			
May	2	2	2			
June	2	2	2			
July	2	3				
August	2	3				
September	1	1				
October	3	2				
November	2	2				
December	1	0				
<b>TOTAL TRAININGS FOR YEAR</b>	<b>23</b>	<b>22</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Interim CDD  
Fred Thompson Jr.**

The office of the Community Development Director has been very busy the past month. We have had many new sign requests along with requests for merchandise outdoor sales. We are still in the process of researching quite a few of these.

As of June 27, 2013 our Village Manager made the CDD the liaison between himself and the Planning Commission. I will field any questions or concerns they may have. Although I am working in a part time capacity, messages may be left at the Village Hall and they can reach me at any time.

# New Sign Permits

Case #	Date	Fee	Company/Project Name	Submitted By	Property Address
2013-PS-001	1/9/2013	\$45	Paws Fur Fun	Sarah Grant	180 S. Huron
2013-PS-002	3/4/2013	\$50	Wicks & Holly	Sarah Grant	136 S. Huron
2013-PS-003	3/20/2013	\$50	Fustini's Oil & Vnager	Sarah Grant	166 South Huron
2013-PS-004	4/5/2013	\$50	Big Fish - Mackinaw Crossings	Sarah Grant	170 S. Huron
2013-PS-005	4/12/2013	\$50	Mackinaw Crossings-Kiwiins	Sarah Grant	
2013-PS-006	5/2/2013	\$50	Mackinaw Crossings-Forever 20	Sarah Grant	S Huron
2013-PS-007	5/2/2013	\$50	Mackinaw Crossings-The Depot	Sarah Grant	248 S Huron
2013-PS-008	5/6/2013	\$50	Bargain Barn	Paul Stemkoski	207 E Central
2013-PS-009	5/8/2013	\$50	Bridgeview Diner	Lenny Noyes	110 Central Ave
2013-PS-010					
2013-PS-011					
2013-PS-012					
2013-PS-013					
2013-PS-014					
2013-PS-015					
2013-PS-016					
2013-PS-017					



### Existing Sign Permit Face Change

Case #	Date	Fee	Company/Project Name	Submitted By	Property Address
2013-SPFC-001	1/28/2013	\$25	Fairview Inn	Joe Leighio	507 South Huron
2013-SPFC-002	5/8/2013	\$25	Mackinaw Crossings-Express Yourself	Sarah Grant	260 South Huron
2013-SPFC-003	5/8/2013	\$25	Bridgeview Diner	Lenny Noyes	110 Central Ave
2013-SPFC-004	5/20/2013	\$25	Attitude & Experience/Knights Inn	Chris Roberts	412 N Nicolet
2013-SPFC-005					

Mailing Address	Property ID#	Project Description
PO B 801, Mackinaw City, MI 49701	012-509-001-004-00	Change color of sign
PO Box 370, Mackinaw City, MI 49701		face change
PO Box 261 Mackinaw City, MI 49701	24-42-03-12-476-200	pole sign
412 N Nicolet, Mackinaw City, 49701	012-V07-057-008-00	name change

Merchant Outdoor Sales Display

2013-MosD-001

5-8-13

#25

Mackinaw Crossings Clyde's Kids Inc

Penny Press

# Zoning Permit

Case #	Date	Fee	Company/Project Name	Submitted By	Property Address
2013-ZP-001	3/8/2013	None	Pinecrest Village Senior Living Facility	David McFarland	450 S. Nicole
2013-ZP-002	3/21/2013	\$ 60.00	Arthur Kohn & Pitsillal Lalia	Yoder Construction	419 Lakeside
2013-ZP-003	5/9/2013	\$42.50	William Crane	Rodney Hourtoof	312 Straits Ave.
2013-ZP-004	5/15/2013	\$26.50	Belinda Mollen	Belinda Mollen	110 E Jamet St
2013-ZP-005	5/16/2013	\$10.00	Barry Dean	Barry Dean	109 Henry st.
2013-ZP-006					
2013-ZP-007					
2013-ZP-008					

Mailing Address	Property ID#	Project Description
4660 Haggardom, Suite 660, East Lansing, MI 48823	42-03-13-200-010	Medical Center
7100 Frances Irene Drive, Charlotte, NC 28215	24-42-052-021-00	Covered Porch
19 W. Hannum, Saginaw, MI	42-03-12-476-012	garage with living space
PO Box 814 Mackinaw City, MI	012-V07-055-006-00	decks
PO BOX 1104 Mackinaw City, Mi.	012-V07-003-001-00	closet

# Special Use Permit

Case #	Date	Fee	Company/Project Name	Submitted By	Property Address
<del>2013-SUP-001</del>	1/21/2013	<del>\$175.00</del>	Pinecrest Village Senior Living Facility	David McFarland	450 S. Nicolet
2013-SUP-002	5/20/2013	\$200.00	Pinecrest Village Medical Center	David McFarland	450 S. Nicolet
2013-SUP-003					
2013-SUP-004					
2013-SUP-005					

Mailing Address	Property ID#	Project Description
4660 Hagadorn, Suite 660, East Lansing, MI 48823	42-03-13-200-010	Medical Center
4660 Hagadorn, Suite 660, East Lansing, MI 48823		Medical Center

# Site Plan Applications

Case #	Date	Fee	Company/Project Name	Submitted By	Property Address
2013-SP-001	1/21/2013	\$200.00	Pinecrest Village Senior Living Facility	David McFarland	450 S. Nicolet
2013-SP-002	4/18/2013	\$200.00	Seaway - Mackinaw Building Center	David McFarland	112 East Central
2013-SP-003	5/20/2013	\$200.00	Pinecrest Village-Sleep Study Center	David McFarland	450 S. Nicolet
2013-SP-004					
2013-SP-005					
2013-SP-006					
2013-SP-007					
2013-SP-008					
2013-SP-009					

Mailing Address	Property ID#	Project Description
4660 Hagadorn, Suite 660, East Lansing, MI 48823	42-03-13-200-010	Medical Center
S Properties, 733 Pochontas Beach, Cheboygan, MI 49721		Office and Retail
4660 Hagadorn, Suite 660, East Lansing, MI 48823	42-03-13-200-010	Sleep Study Center

SITE PLAN REVIEW APPLICATION  
VILLAGE OF MACKINAW CITY  
102 S. Huron Avenue, Mackinaw City, MI 49701

Project: PINECREST VILLAGE-SLEEP STUDY CENTER

Property Owned by:

Name: REDSTAR-MACKINAW, L.L.C.

Address: 4660 HAGADORN RD SUITE 660

City: EAST LANSING State: MI Zip: 48823

Telephone Home: 231-436-5535 Cell: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Plan Prepared by:

Company: THE ARCHITECT FORUM

Contact Person: DAVID MCFARLAND

City: MACKINAW CITY State: MI Zip: 49701

Telephone Home: 231.436.7376 Cell: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Email: archforum@sbcglobal.net

IS APPLICANT SAME AS PROPERTY OWNER?  Yes  No

If No, provide name, address, phone of applicant: \_\_\_\_\_

Site Characteristics:

General site location: SOUTH NICOLET, BETWEEN EXIT 338 AND LAKE ST

Property address: 450 S NICOLET

Current Zoning District: B-1

Proposed Use of Property: RE-ORGANIZE INTERIOR SPACE, ADD MEDICAL CLINIC USE.

Site Size (square feet/acres): 111,905 SQFT / 2.57 ACRES

Proposed building square footage: UNCHANGED

Number of dwelling units: 2

Estimated construction cost (include parking and utilities): 2,000.00

Notes:

- Village processing fee of \$200 due upon submittal of this application.
- Applicant required to pay all additional fees necessary for site plan review.

SITE PLAN REVIEW CHECKLIST

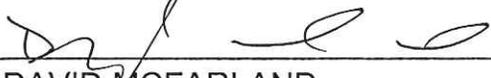
Project: PINECREST VILLAGE - SLEEP STUDY CENTER

Listed below is the Site Plan Review Checklist in accordance with Article IV, Sec. 4.6 of the Village of Mackinaw City Zoning Ordinance. Indicate N/A if item does not apply, check each item.

- X 1. Appropriate Scale
- X 2. Date, North Point, Street Names (existing and proposed right of way).
- X 3. Name of person preparing plan.
- X 4. Proposed site location map.
- X 5. Property line dimensions.
- X 6. Zoning setback lines, distance between buildings (nearest point to nearest point)
- NA 7. Location of new buildings.
- X 8. All existing structures (labeled for use and zoning) within 100 feet of perimeter property lines.
- X 9. Access drives, internal roads (note public or private, identify right of way) service roads.
- X 10. Parking areas (numbered spaces, dimensioned typical parking space, maneuvering lanes). Handicap parking location and number.
- X 11. Table of parking spaces required, parking spaces provided.
- X 12. Multiple housing units-number of units, composition (efficiency, one bedroom, two, three).
- X 13. Existing easements (utility access) within site limits. If none, state this on the plan.
- X 14. Loading/unloading, service areas.
- X 15. Sidewalks (internal and public within road right of way).
- NA 16. Site grading and drainage plan (on-site elevations, current and proposed, for pavements, drives, roads, parking lots, curbs, sidewalks and finished grades at building facades).

SITE PLAN REVIEW CHECKLIST

- X 17. Existing natural features (trees, lakes, ponds, streams, rock out-croppings, severe topography, wetlands, etc.).
- NA 18. An engineered and sealed Drainage Plan (one copy) shall accompany all Site Plans. Require 10 Year Storm Calculations.
- NA 19. Proposed retention/sedimentation ponds.
- X 20. Snow storage/snow management plan.
- X 21. Dumpster location, screening indication.
- X 22. Proposed landscaping (required greenbelts, plan materials/size and type, fences, retaining walls, earth berms, etc.).
- X 23. Location of outdoor lights, poles, bollards, building attached, luminary shielding techniques, height of fixture.
- X 24. Fire hydrants.
- NA 25. Acceleration/deceleration lanes.
- NA 26. Site amenities (play area, pools, beaches, tennis courts, etc.).
- X 27. Types of surfacing (paving, turfing or grated) to be used.
- NA 28. Standard MDOT or AASHTO cross sections for pavement, curbing, catch basins, drive entrances, or other standard facilities.
- NA 29. Proposed building elevations (to scale, identifying maximum building height, average curb elevation, finish floor elevation, highest point of building).
- X 30. General floor plan indicating internal function.
- X 31. Numbered hotel rooms/residential units on floor plan.
- X 32. Identify water main on floor plan.

Applicant's Signature:  Date: 5/17/2013  
Print Applicant Name: DAVID MCFARLAND  
Project Name: PINECREST VILLAGE -SLEEP STUDY CENTER

SPECIAL USE PERMIT APPLICATION  
VILLAGE OF MACKINAW CITY  
102 S. Huron Avenue, Mackinaw City, MI 49701

This application is necessary for your intended use in the zoning district your property is located in. This does not mean that your use is not permitted. Rather, it means that the general use you propose is acceptable, but that the nature of such development is one that the Village should take certain precautions within its review process.

Applicant Name: REDSTAR - MACKINAW, L.L.C.

Mailing address: 4660 HAGADORN RD SUITE 660

City EAST LANSING State MI Zip 48823

Phone no: 231-436-5355 Cell: \_\_\_\_\_

Address of Development: 450 S NICOLET

Property Tax Id No.: 42-03-13-200-010

Special Use: MEDICAL CLINIC

Description of Development: \_\_\_\_\_

REALLOCATE EXISTING FLOOR SPACE TO INCLUDE A 1,811 SQFT SLEEP  
STUDY CENTER TO THE MEDICAL CLINIC FOR A TOTAL OF 5,366 SQFT  
MEDICAL CLINIC USE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A notice of this application will be published. A public hearing will be held pursuant to the Zoning Ordinance.

**Village of Mackinaw City  
Site Plan Analysis**

Redstar-Mackinaw, L.L.C. has submitted a site plan to add a Sleep Study Center to Pinecrest Village. This is going to be accomplished by **re-organizing** interior space.

**SITE PLAN REVIEW 2013-SP-003**

Requested Action:

Applicant is requesting approval of a site plan that adds 1,811 Sq. Ft. to the Medical Clinic at Pinecrest Village. This addition will be used as a Sleep Study Center. The property address is 550 S. Nicolet St; parcel ID number is 42-03-13-200-010.

District Evaluation:

This is a B-1 zoned District. Building use: assisted living, medical office, retail shop and health spa are permitted uses in this District. The Assisted Living Facility is a special use permit (sec. 23-133). This was issued in 2006; permit number 2006-SU-016. The Medical Office is also a special use permit (sec. 23-114). This permit was issued in 2008; permit number 2008-SU-003. This site plan has passed reviews in the past; the most recent in 2013, permit number 2013-SP-001.

Applicable Parking:

The proposed site plan meets the number of required parking spaces. Required: 80 Actual: 90

Green Space: The plan conforms to the Village of Mackinaw City green space requirements.

Finding of Facts:

Staff offers the following findings for consideration-

1. Site plan shows the assisted living, medical office, retail shop, health spa and sleep center.
2. Building foot print will remain unchanged.
3. All special use permits are in place.
4. The completion date is September 1, 2013.

Conclusion:

Based on the plans submitted and the findings of facts, the proposed site plan meets the requirements of the Village Zoning Ordinance.

## Janelle Bancroft

---

**From:** David McFarland [mcfarland\_david@sbcglobal.net]  
**Sent:** Tuesday, June 25, 2013 4:02 PM  
**To:** reception@mackinawcity.org  
**Subject:** Pinecrest Site plan

Fred Thompson,

This is to set the completion date of the Sleep Study Center at Pinecrest Village for September 30, 2013 as required by the Village of Mackinaw City Ordinance.

David McFarland - Project Director  
The Architect Forum  
231.436.7376

# Village of Mackinaw City

## Monthly Report – Water & Wastewater For June 2013

**Routine Maintenance and Usage: Date Submitted 06-27-13**

- Number of gallons pumped by water department during the month: Approx. 11.800MG
- Number of gallons discharged by wastewater treatment plant during the month: Approx. 11.148MG
- Number of water shutoffs during the month:
- Number of water turn-ons during the month: 9
- Number of new water service connections during the month:
- Number of new sewer service connections during the month: 2
- Continue to maintain plant operation to efficiently treat wastewater
- Submit wastewater report to the state of Michigan DEQ & EPA
- Continue to conduct operation to meet the village's national pollution discharge permit
- Continue lab operations that efficiently and accurately measure wastewater operation parameters
- Conduct daily monitoring of the village's eight wastewater lift stations to maintain efficiency and reliable pumping operations
- Continue to operate our water system to meet state and federal drinking water standards
- Perform daily monitoring of the village's four municipal water wells
- Coordinate and perform water analysis for quality and to maintain safety of drinking water
- Conduct routine maintenance to our water system
- Continue performing monthly checks and required testing of necessary safety equipment
- Exercise emergency backup equipment to ensure reliability

### **New and Continued Projects:**

- AT&T and Ageri-Valley continued working on equipment updates at the water tower
- Continue performing maintenance on pumps, aerators, valves, and also calibrations of our equipment for the summer season
- The water department is conducting a few water-turn ons for the commercial and residential customers
- The department continued to work on the safety program, which includes a variety of safety checks in both the water and wastewater departments
- A copy of the Consumer Confidence report has been published in the village newsletter and required correspondence with the DEQ had been completed
- The South Huron/Barbara Street force main and lift station project is nearing completion. During the month of June disconnection of the old force main and reconnection of the new force main was successful. Village equipment was used to bypass the station during the process through coordination with Maverick Construction as well as the help of industrial vacuum equipment contracted from Kalkaska. Testing of the new force main was completed and the village is now actively operating the new system.
- As part of the Barbara Street lift station upgrade and with assistance from Dubois & Cooper and Gorman-Rupp, the water department crew removed old electric motors and sanitary pumps and replaced them with new equipment
- As part of the Barbara Street lift station upgrade and with assistance from the electrical contractor Feyenzylstra, Bridgeway Power Company, and water department employees, the lift station was bypassed using village equipment to accommodate a scheduled 6 to 7 hour power outage for the project. Bridgeway

Power was on-site to conduct startup and installation of our new standby generator. Gas inspections and electrical inspections were completed. All new equipment is online and the station is now fully operational.

- The water department conducted a water inspection at all wells with Peerless Midwest prior to their scheduled yearly maintenance performed mid-summer each year
- The water department installed new sampling equipment for required DEQ monitoring at our main pumping station located near the water tower
- Leon LaHaie completed continuous education training as part of DEQ required licensing
- Continue to work with our sub-committee on a Private well and Geothermal well ordinances

#### **Notable events Affecting Water & Wastewater Department:**

The village experienced one power outage during the month of June at our treatment plant, which required the use of a backup generator. The cause of the problem was a buried line which may need to be replaced in the future. A sewer backup occurred at the intersection of Jamet Street and Nicolet Street, and jetting and flushing of Jamet Street was performed by the DPW with assistance from the water department.

## **MARINA MONTHLY REPORT**

**June 28, 2013**

**The marina was down 8.5% in May compared to last May. Transient (daily) dockage was up 32% from last year. People putting their boats in this year who store at Shepler's normally stay 1 to 2 days, this year they are staying between 7 and 10 days. The bids for dredging are being advertised. The preliminary long-range study should be completed by next week. The marina has picked up a couple of new seasonals, there are 23 this year compared to 29 last year.**

## **RECREATION MONTHLY REPORT**

**Tee ball and little league are over. The co-ed and men's league are approaching the halfway point of the season. The recreation complex is looking pretty good, almost all of the area is trimmed and mowed. Hopefully the fences will be treated with vegetation kill by next week. Seventy four fobs have been issued for the exercise room, one hundred were purchased. The new president of the Mackinaw City Skating Association didn't show for a meeting with village manager and recreation director.**

**Facilities**  
**June 2013 report**

The Facilities Department has been keeping busy in various ways. Jobs include, but are not limited to, the following tasks.

Regular Maintenance:

1. Daily cleaning of restrooms and facilities.
  - a. City hall
  - b. Trail Head Restrooms
  - c. Wawatam Park Restrooms
  - d. Ducharme St. Restrooms
  - e. Ice Rink complex
2. Trash removal in the downtown area.
3. Sidewalk maintenance (trash/paper removal).

Maintenance Projects:

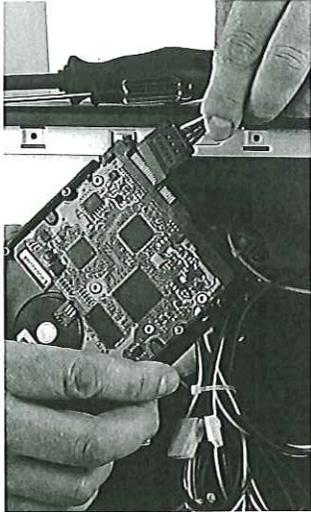
1. Streets:
  - a. General cleaning
  - b. Flower maintenance
  - c. Irrigation repairs
  - d. Tree light repairs
  - e. Grass cutting
  - f. Bush/tree trimming
2. Parks:
  - a. General cleaning and trash removal
  - b. Flower maintenance
  - c. Irrigation startup and repairs
  - d. Special event setup of parks
  - e. Grass Cutting and trimming
  - f. Bush/tree trimming.
3. Ice Rink Complex:
  - a. General cleaning (mostly on rainy days or as needed)
  - b. Repairs to basketball equipment
4. Special Events
  - a. Marking irrigation in parks
  - b. Meeting with special event coordinators
  - c. Cleanup and preparation of event areas

In the upcoming month, Facilities Crew duties will include regular daily duties as well as Tree light repairs will continue. Clean up of the fishing pier will begin the week following Independence Day. Special event preparation will include, Independence Day celebration events, Many Weddings, festivals and special events.

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- All labor related to computer or network repair including maintenance and troubleshooting for the computer equipment in our office.
- Troubleshooting equipment in your office related to your network such as printers, faxes, and label printers.
- Assistance in making hardware purchasing decisions: including recommending specifications for your needs and building quotes for equipment.

## **What It Does Not Cover**

- Hardware and software purchases
- Wiring services requiring new wire drops
- Network Expansions

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Toll-Free: 1-855-ITRIGHT

Web based ticket system:

<http://support.itright.com>

ProActive Network Support provides an additional layer of security allowing it to operate at peak efficiency. ProActive Network Support features:

### Patch Management

Identifies bugs and vulnerabilities. Monitors your Operating System and 3rd party software. Identifies vulnerabilities and plugs security holes before they can be exploited. ProActive Network Support bug patching improves software performance.

### Managed Anti-Virus

Scans for viruses and spyware. If detected, ProActive Network Support cleans it and reports back to I.T. Right's trained technicians who then access your system to verify that your network is clean and the problem is gone.

### Intrusion Detection

ProActive Network Support monitors, detects and reports attempted network intrusions. Improves security before a breach occurs.

### Hardware Monitoring

Daily safety checks identify failing hardware. Allows our technicians to repair hardware, preventing downtime and eliminating risk of data loss.

### Performance Monitoring

Identifies bottlenecks and isolates the cause of system slowdowns. Captures and reports event log errors that pinpoint configuration problems.

### Scheduled Maintenance

Allows our technicians to keep your equipment running at peak performance. Regularly scheduled disk maintenance, system checks, updates and configuration changes... after work hours.

### Asset Management

Creates a complete record of the hardware and software you own. Helps planning and budgeting for system replacement and license compliance.

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When you do that, a trouble ticket is automatically created in our web based ticket system, and you are emailed a confirmation that we have received notification of your trouble.

We will then contact you, and upon resolving your problem enter the resolution into the system for you.

The site is secure, and all your correspondence is date and time stamped for quality control.

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Using encrypted remote control software, we can often fix what ails your computer in mere minutes.

## Also Ask About...

- Network Consulting
- Service Contracts
- Website Services
- Email Hosting
- Phone Systems
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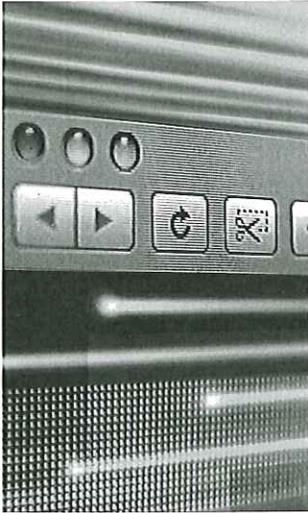
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- The software is very easy to use and you need no technical or webpage programming knowledge to get started. We provide start up instruction and access to our help-desk when questions arise.

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- Includes free email accounts; filtered for Spam (up to 50 users.)
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## Also Ask About...

- Network Consulting
- Service Contracts
- Website Services
- Email Hosting
- Phone Systems
- Document Lookup

## About IT Right

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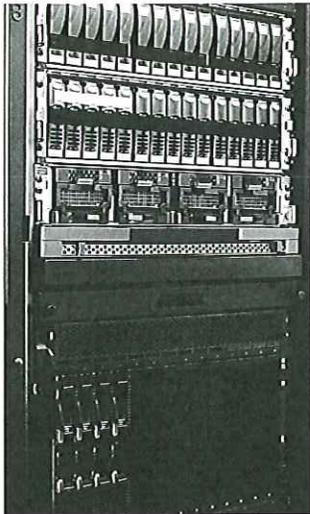
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- We operate an off-site storage facility for your data. At the facility, an account is maintained for each user. Each account is protected by a password known only to the user.
- I.T. Right installs and configures backup software on your server.
- The electronic vault system is set up to backup your data late at night. It determines which files have been modified since the last backup, compresses them, and encrypts them for security. When the data is ready, the computer uses its Internet connection to contact our servers and transmit the data.
- The entire process is monitored and most problems are resolved before you knew they existed. You can rest easy knowing your backup is being professionally managed.

## **Also Ask About...**

- Network Consulting
- Service Contracts
- Website Services
- Email Hosting
- Phone Systems
- Document Lookup

## **About IT Right**

- Founded in 1998
- Specializes in Local Government
- Over 300 Local Government Customers
- Microsoft Gold Certified Partner
- Toll Free Remote Support 1-855-ITRIGHT

**Microsoft**  
**GOLD CERTIFIED**  
Partner

**BS&A**  
SOFTWARE

# I.T. RIGHT

**Information Technology Solutions that  
Work for Local Government**

5815 East Clark Rd Suite G  
Box 160  
Bath, MI 48808  
United States

**QUOTE**

Number ITRQ1528  
Date Jun 18, 2013

**Sold To**

**Mackinaw City, Village**  
Adam Smith  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA  
  
Phone 231-436-5351  
Fax 231-436-4166

**Ship To**

**Mackinaw City, Village**  
Adam Smith  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA 231-436-5351  
231-436-4166  
  
Phone  
Fax

**From The Desk Of**



**RAllen**  
855-487-4448 ext 205  
rallen@itright.com

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	1	Server Basic; Intel XEON E3-1220 3.1GHZ 4C CPU, 16GB RAM, 2x500GB HD..INTEL XEON E3-1220V2 3.1GHZ 8M 4C SOC1155 69W BOX..KINGSTON KVR1333D3E9S/4G 4G DDR3-1333 ECC UNBUFFERED..INTEGRATED SATA RAID 0, 1, 0+1, 5..SG ST500NM0011 500GB SATA 64MB 6GB/S 7200R...	\$1,060.00	\$1,060.00
2	1	Microsoft Windows Server 2012 Foundation Edition - license	\$275.00	\$275.00
3	2	1TB SATA Hard Drives, Mirrored for Exchange and File Data	\$120.00	\$240.00
4	1	MS MBG EXCH SRV STD 2010...Electronic distribution - NO MEDIA	\$599.00	\$599.00
5	20	MS MBG EXCH STD UCAL 2010..Electronic distribution - NO MEDIA	\$70.00	\$1,400.00
6	1	APC Backups Pro 1000	\$150.00	\$150.00
7	16	Labor to Install, Configure, and Implement New File and Exchange Server	\$135.00	\$2,160.00
8		100.0% Discount - Labor covered by Service Contract. Quoted Separately.		-\$2,160.00

<b>SubTotal</b>	\$3,724.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$3,724.00</b>

# QUOTE

<b>I.T. RIGHT</b> <i>Information Technology Solutions that Work for Local Government</i>	QUOTE #	ITRQ1523
	DATE	6/17/2013

TO Adam Smith  
Mackinaw City, Village  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA  
Phone: 231-436-5351

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
RAllen			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Service Contract Cost	\$4,000.00	\$4,000.00

SUBTOTAL	\$4,000.00
SALES TAX	\$0.00
TOTAL	\$4,000.00

Thank You For Your Business!

I.T. Right, PO Box 160 Bath MI 48808

This Agreement is made effective as of \_\_\_\_\_, by and between Mackinaw City, Village, and I.T. Right of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_ I.T. RIGHT will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes the existing computers and related network equipment within the client's office.

**2. SERVICES NOT COVERED.** I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment/technologies. Client will be notified ahead of time of any extra charges involved before the work is started. Client will be responsible for the purchase of any hardware or software items. Replacement of Servers, and Wiring services are considered new technology, are not covered under this contract and will be billed separately.

**3. PAYMENT.** The Client will pay a fee to I.T. RIGHT for the Services in the amount of \$4,000.00. This fee shall be payable within 30 days unless otherwise notated in this document.

**4. PERFORMANCE OF SERVICES.** I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.

**5. THIS SECTION INTENTIONALLY LEFT BLANK.**

**6. NEW PROJECT APPROVAL.** I.T. RIGHT and The Client recognize that I.T. RIGHT's Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of The Client prior to the commencement of a new project.

**7. TERM/TERMINATION.** This Agreement shall be effective for a period of 1 year. Either party reserves the right to terminate this contract at any time provided 30 days' notice is given. The remaining time will be prorated and paid to the client.

**8. EMPLOYEES.** I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**Service contract:**

If for The Client:

Mackinaw City, Village  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA

If for I.T. RIGHT:

I.T. Right  
Dan Eggleston  
5815 East Clark Road Suite G  
Bath Michigan 48808

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**11. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

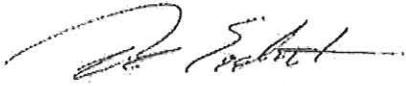
**12. APPLICABLE LAW.** The laws of the State of Michigan shall govern this Agreement.

Party receiving services: Mackinaw City, Village

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

Title: \_\_\_\_\_

Party providing services: I.T. Right

Proposed By  \_\_\_\_\_  
Dan Eggleston, Director of Information Technology

# QUOTE



*Information Technology Solutions that  
Work for Local Government*

QUOTE #	ITRQ1524
DATE	6/17/2013

TO Adam Smith  
Mackinaw City, Village  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA  
Phone: 231-436-5351

FROM THE DESK OF	JOB	PAYMENT TERMS	DUE DATE
RAllen			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Remote Backup	\$500.00	\$500.00

SUBTOTAL	\$500.00
SALES TAX	\$0.00
TOTAL	\$500.00

Thank You For Your Business!

# I.T. RIGHT Remote Backup Agreement

Page 1

This Agreement is made effective as of \_\_\_\_\_, by and between Mackinaw City, Village, and I.T. Right, of 5815 East Clark Road, Suite G. Bath Michigan 48808.

1. Backup Service: I.T. Right, Inc. agrees to provide an initial full backup of the subscriber's computer(s) DATA FILES and then provide partial backups of the clients DATA FILES, as specified by subscriber. A summary listing of these files will be provided to the customer for their review, and to provide verification of the completeness of the data to be backed up. I.T. Right, Inc. will store these data files for the subscriber for as long as this agreement is in force. Upon the request of the subscriber, I.T. Right, Inc. will locate and transfer these files to the subscriber's computer within 48 hours.
2. Term of agreement: Agreement shall be in effect for one year from the above date. This agreement shall continue indefinitely until either party notifies the other in writing of the intent to cancel. The Client will pay a fee to I.T. RIGHT for the Services in the amount of \$500.00 per year. This fee shall be payable within 30 days unless otherwise notated in this document. In the event of renewal, the subscriber shall pay the same amounts as set forth above, subject to any increases in rates as specified in Section 4.
3. Exclusive Remedy: Subscriber does not desire this contract to provide full liability for loss, damage or injury. In the event I.T. Right, Inc. should be found liable for loss, damage or injury in any respect, its liability shall be limited to \$500.00 as the agreed upon liquidated damages and not as a penalty. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by subscriber and to fix liability of I.T. Right, Inc. at a specific sum of \$500.00. If subscriber desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense.
4. Increases in service fees: Notwithstanding the terms and conditions set forth herein, after the expiration of the initial term of this agreement, I.T. Right, Inc. may increase the fees and charges upon giving the subscriber 90 days' notice in writing.
5. Communications circuits: Subscriber is responsible for the cost and maintenance of all telephone or other communication circuits required for dutiful transmission and system access. All data files are transmitted over communications company circuits, which are wholly beyond the control and jurisdiction of I.T. Right, Inc. and are maintained by the communications company. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach I.T. Right, Inc. Facility or equipment. I.T. Right, Inc. cannot be responsible for the continued operation or functioning of these communication circuits nor the reliability of the data files being received over them.
6. Default and Termination: This agreement may be terminated by either party for any reason, provided 30 days written notice is given. Upon such notice prorated funds, and the subscriber's backup data will be returned to the subscriber within 48 hours.

7. Complete agreement: This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, unless expressed in writing in this agreement.
8. Password Security: It is the full responsibility of subscriber to write down the password that subscriber chose during initial installations of service. I.T. Right, Inc. will not be held responsible of loss of password and does not maintain client passwords. Subscriber understands that without the password, the encrypted stored data cannot be retrieved and shall not hold I.T. Right, Inc. responsible in any way for any losses of any kind whatsoever caused by the loss of a password.
9. Pricing and Payment schedule: Annual invoices will be sent via mail, email or facsimile approximately 30 days prior to the due date.

**NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the Client:

Mackinaw City, Village  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA

IF for I.T. Right:

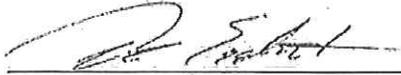
I.T. Right  
Dan Eggleston  
Director of Information Technology  
5815 E. Clark Rd.  
Bath, MI 48808

Party receiving services:

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

Title: \_\_\_\_\_

Party providing services: I.T. Right

Proposed By:  \_\_\_\_\_  
Dan Eggleston, Director of Information Technology

# QUOTE



*Information Technology Solutions that  
Work for Local Government*

QUOTE #	ITRQ1525
DATE	6/17/2013

TO Adam Smith  
Mackinaw City, Village  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA  
Phone: 231-436-5351

FROM THE DESK OF	JOB	PAYMENT TERMS	DUE DATE
RAllen			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Web Hosting / Email Filtering and Hosting	\$500.00	\$500.00

SUBTOTAL	\$500.00
SALES TAX	\$0.00
TOTAL	\$500.00

Thank You For Your Business!

This agreement is made effective as of \_\_\_\_\_, by and between Mackinaw City, Village, and I.T. Right of P.O. Box 160 Bath, MI 48808.

In this agreement the party who is contracting to receive services shall be referred to as "The client", and the party who will be providing the services shall be referred to as "I.T. Right".

- **A: SERVICE DESCRIPTION:** As an Internet service provider, I.T.RIGHT provides dedicated server computers which are integrated into the Internet. These server computers shall send and receive information in relationship to the Internet. The Client wishes to publish a website and or send and receive email messages on the Internet utilizing the hardware and software resources of I.T.RIGHT. I.T. Right will provide the support needed to update, and facilitate the client's ability to update the website.
- **B: TERMS AND CONDITIONS:** This agreement constitutes a binding contract between I.T.RIGHT and the Client and does not extend to any other person or entity. The length of this agreement is for 12 months starting from the date the site is published on the internet. The Client will pay a fee to I.T. RIGHT for the Services in the amount of \$500.00. This fee shall be payable within 90 days unless otherwise notated in this document.
- **C: WARRANTIES:** With respect to the service to be provided herein, the Client acknowledges that I.T.RIGHT makes absolutely no warranties whatsoever express or implied. As a result, the Client agrees that I.T.RIGHT shall not be liable to the Client for any claims or damages which may be suffered by the Client, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions.
- **D: Severability:** Both parties reserve the right, without reason, to sever this agreement with 30 days written notices. Upon such notice I.T. Right will refund the prorated balance of the contract, and facilitate or transfer control of all names and content to a provider of the Client's choosing.
- **E: DOMAIN NAME:** If I.T.RIGHT shall acquire an Internet Domain Name on behalf of the Client, then in such case the Client hereby waives any and all claims which it may have against I.T.RIGHT, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by I.T.RIGHT for any reason.
- **F: PAYMENT:** Any set up fees and first payments are due upon completion of the work. Subsequent payments are due according to the selected fee schedule following the establishment of service. Server hosting space will be billed a minimum of one (1) year in advance or according to the agreed upon fee schedule. In the event that the Client fails to pay for services, I.T.RIGHT shall be entitled to unilaterally terminate this Agreement and discontinue the service until payment is made.
- **G: UNILATERAL SERVICE REVOCATION:** In the event that I.T.RIGHT may at any time believe that the service is being utilized for unlawful purposes by the Client or in contravention with the terms and provisions herewith, to but not limited to unsolicited email, hacking, or pornography. I.T.RIGHT may immediately discontinue such service to the Client without liability.
- **H: INDEMNIFICATION:** The Client shall indemnify and hold harmless I.T.RIGHT from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be initiated against I.T.RIGHT on the grounds that the server space

contains any matter that is libelous or scandalous. Client understands that I.T.RIGHT may be required to remove website from public access if a dispute arises over copyrighted material appearing on the website.

- **I: CHANGES IN TERMS OF AGREEMENT:** I.T.RIGHT reserves the right to make changes to the terms and conditions of this Agreement upon ninety (90) days' notice to the Client, advising of the change and the effective date thereof, but with changes in service fees being effective only at the end of any period for which the Client has prepaid. Utilization of the service by the Client following the effective date of such change shall constitute acceptance by the Client of such change(s).
- **J: ENTIRE AGREEMENT AND UNDERSTANDING:** This contract and the application for server space constitute the entire agreement between the parties, and represent the complete and entire understanding of the parties with respect to the subject matter of this Agreement.
- **K: ISP CHARGES:** The Client understands and realizes that this contract does not provide ISP (Internet Service Provider) connectivity services. That the Client must obtain their own Internet connection. That the charges for an ISP are not included in the prices listed here.
- **L: SPAMMING, MISUSE & ABUSES:** I.T. Right Does Not Host Adult Oriented Sites and Does Not Allow Sending of Unsolicited Email or SPAMMING. I.T.RIGHT shall monitor, log and track all emails, for checking against spamming, or misuse of our servers. The Client shall not use any of I.T.RIGHT's Servers or systems to send any illegal information or files over the Internet (such as, but limited to; worms, virus, spam, illegal images, or files that could be used as an attack or harm against any other system).
- **M: UNDERSTANDING OF CONTRACT AND TERMS:** The Client understands and agrees with these terms that are listed. The Client, by hiring I.T.RIGHT and going into this agreement, acknowledges that he/she has read this contract and will be bound to the terms of it. The Client acknowledges that I.T.RIGHT has the right to make this contract, and to terminate it if the terms hereinabove are broken by the Client. If the contract is terminated for any reason, the Client shall be billed for work not yet paid for, that was performed by I.T.RIGHT.
- **N: GOVERNING LAW:** This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of Michigan. Any legal action brought with regard to this contract shall be brought only in Ingham County, in the State or Federal Court of appropriate jurisdiction within the State of Michigan.
- **O: NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Client:

Mackinaw City, Village,  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA

If for I.T. Right:

I.T. Right  
Daniel Eggleston

**Payment and Billing Terms:** All invoices must be paid within thirty days (30) of printed invoice date. I.T.RIGHT reserves the right to remove or make unattainable any webpage or email account of a delinquent account until full payment is received. I.T.RIGHT shall be entitled to reasonable legal fees in the event the services of an attorney or collection agency are necessary for collection. Checks, Money Orders, and Wire Transfers may be made out to I.T. Right.

Client has read all pages of this agreement and understands this Agreement. The parties represent and warrant that they have full legal power and authority to execute and deliver this agreement and to perform their obligations herein, and that the person whose signature appears below is duly authorized to enter into this agreement on behalf of the party of whom they represent.

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



I.T. Right, Inc. \_\_\_\_\_ Date: \_\_\_\_\_

# I.T. RIGHT

**Information Technology Solutions that  
Work for Local Government**

5815 East Clark Rd Suite G  
Box 160  
Bath, MI 48808  
United States

**Q U O T E**

Number ITRQ1526

Date Jun 17, 2013

**Sold To**

**Mackinaw City, Village**  
Adam Smith  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA

Phone 231-436-5351  
Fax 231-436-4166

**Ship To**

**Mackinaw City, Village**  
Adam Smith  
102 South Huron Avenue  
Post Office Box 580  
Mackinaw City, MI 49701  
USA 231-436-5351  
231-436-4166

Phone  
Fax

**From The Desk Of**



**RAllen**

855-487-4448 ext 205

rallen@itright.com

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1	1	Proactive Monitoring and Antivirus protection for the Server	\$200.00	\$200.00
2	20	Proactive Monitoring for the Workstations	\$15.00	\$300.00
3	20	Vipre Manage Anti-virus for the Workstations	\$15.00	\$300.00

<b>SubTotal</b>	\$800.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$800.00</b>

# I.T. RIGHT

**Information Technology Solutions that  
Work for Local Government**

5815 East Clark Rd Suite G  
Box 160  
Bath, MI 48808  
United States

**QUOTE**

Number ITRQ1527  
Date Jun 18, 2013

Sold To	Ship To	From The Desk Of
<b>Mackinaw City, Village</b> Adam Smith 102 South Huron Avenue Post Office Box 580 Mackinaw City, MI 49701 USA  Phone 231-436-5351 Fax 231-436-4166	<b>Mackinaw City, Village</b> Adam Smith 102 South Huron Avenue Post Office Box 580 Mackinaw City, MI 49701 USA 231-436-5351 231-436-4166  Phone Fax	 <b>RAllen</b> 855-487-4448 ext 205 rallen@ltright.com

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	21	Vipre Manage Anti-virus	\$15.00	\$315.00

\* This is the Managed Antivirus only option.

<b>SubTotal</b>	\$315.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$315.00</b>

MACKINAW CITY  
LIONS CLUB



P.O. BOX 760  
MACKINAW CITY, MI 49701

June 21, 2013

Village of Mackinaw City

Dear Mackinaw City

On behalf of the Mackinaw City Lions Club I humbly request the permission of the village council to conduct our annual fundraisers on Labor Day, September 2, 2013. We will be using the following property for car parking.

1. MDOT property next to Ember's Restaurant.
2. The north end parking lot of Pine Crest and Big Boy parking lot

We have also contacted MDOT and proper permits will be submitted after we receive the council's permission.

If any further information is needed please do not hesitate to call me at 231-436-7042.

Thank you for your time in this matter.

Sincerely

Penny Vance-McGaffin  
Mackinaw City Lions Club

We need information to have table & hand out suicide prevention information from state & national organizations at end of annual walk

SPECIAL EVENT APPLICATION  
VILLAGE OF MACKINAW CITY  
102 S. HURON AVENUE, MACKINAW CITY, MI 497  
(231) 436-5351

Received 6-24-13  
To Admin. Staff: 7-1-13  
To Council: 7-2-13  
Decision:  Approved  Denied  
Minutes to Applicant: \_\_\_\_\_

Must be filled out in its entirety and returned to the Village Clerk's Office 45 days prior to scheduled event

**SPONSORING ORGANIZATION INFORMATION**

LEGAL BUSINESS NAME: Mich. Assn. Suicide Prevention TELEPHONE: 989 413-1697  
MAILING ADDRESS: Box 96, Vernon, Mich, 48476  
CONTACT NAME: Joan Durling, President TELEPHONE: 989 288-4159  
E-MAIL ADDRESS: joanagra@charter.net CELL PHONE: 989 413-1697

**CONTACT PERSON ON DAY OF EVENT**

CONTACT NAME: Don Drub TELEPHONE: 248 366-7047  
E-MAIL ADDRESS: don.masp@yahoo.com CELL PHONE: 248-320-1941

**EVENT INFORMATION**

NAME OF EVENT: Mackinaw Bridge Walk  
PURPOSE OF EVENT: Suicide Prevention Education

- Non-Profit     For-Profit     Village Operated/Sponsored     Co-Sponsored
- Marathon/Race     Festival/Fair     Arts & Crafts Show     Other \_\_\_\_\_

DATE(S): LABOR DAY 2013 FROM \_\_\_\_\_  A.M.  P.M. TO \_\_\_\_\_  A.M.  P.M.  
FROM \_\_\_\_\_  A.M.  P.M. TO \_\_\_\_\_  A.M.  P.M.  
FROM \_\_\_\_\_  A.M.  P.M. TO \_\_\_\_\_  A.M.  P.M.  
FROM \_\_\_\_\_  A.M.  P.M. TO \_\_\_\_\_  A.M.  P.M.

RAIN DATE(S): \_\_\_\_\_ FROM \_\_\_\_\_  A.M.  P.M. TO \_\_\_\_\_  A.M.  P.M.  
FROM \_\_\_\_\_  A.M.  P.M. TO \_\_\_\_\_  A.M.  P.M.

EVENT LOCATION: Mackinaw City

ESTIMATED NUMBER OF ATTENDEES: N/A

WILL YOU UTILIZE SHOWERS:     Yes     No

ESTIMATED NUMBER OF VOLUNTEERS: 5-10

ESTIMATE DATE/TIME FOR SET-UP: Same Day    30 min.  A.M.  P.M.

ESTIMATE DATE/TIME FOR CLEAN-UP: Same Day    30 min.  A.M.  P.M.

Need C-5013 - Received 6-26-13  
Ins.

**PARADE PERMIT**

Includes runs, walks, and other uses of the Village public right-of-way.

POLICE ESCORT NEEDED:  Yes  No

PARADE ROUTE PROVIDED WITH APPLICATION:  Yes  No

PROPOSED ROUTE: \_\_\_\_\_

\_\_\_\_\_

Date and time Parade will start: N/A \_\_\_\_\_  A.M.  P.M.

Date and time Parade will end: \_\_\_\_\_  A.M.  P.M.

**EVENT DETAILS**

SITE MAP: All applicants must provide a drawing of the event area and are due at application. Site map must be legible, be pre approved by Village Staff, and include and/or identify the following, if applicable:

- Lot lines
- Fire Hydrants
- Tents
- Table and chair diagram
- Bicycle Routes (including route into and out of town)
- All bicycle events will utilize the Village's Hike and Bike Trail
- Label roads and closest cross roads
- Locate and label buildings
- Portable Restrooms
- Placement of food vendors
- Sidewalks
- Parking lots
- Ingress and egress points
- Parade Route
- All proposed modifications

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: \_\_\_\_\_ END: \_\_\_\_\_  
[NO LATER THAN 10 P.M.]

FOOD VENDORS/CONCESSIONS: (Contact Emmet or Cheboygan County Health Department)

Yes  No  Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT:  Yes  No

- Provide Copy of Liquor Liability Insurance  
See page 4 for required language naming the Village as an additional insured
- Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: \_\_\_\_\_

COPY OF LIABILITY INSURANCE PROVIDED WITH APPLICATION:  Yes  No

Date insurance binder provided: \_\_\_\_\_  
See page 4 for required language naming the Village as an additional insured

WILL FIREWORKS BE APART OF EVENT:  Yes  No

- Provide Copy of Liability Insurance
- Provide Copy of Fireworks Permit  
See page 4 for required language naming the Village as an additional insured

**EVENT SIGNAGE:** Village Council approval is required for any temporary signing in the public right-of-way, across a street or on Village property. Which of the following signs are requested for this event:

"YARD" SIGNS - Number requested: \_\_\_ (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): MAGP BANNER DURING EVENT  
5'

Description of signs: \_\_\_\_\_  
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

**VENDOR PARKING:** Have you made arrangement for vendor parking?  Yes  No  
If yes, where do you propose your vendors park? \_\_\_\_\_

**EVENT LONG TERM PARKING:** Will there be long term parking?  Yes  No  
If yes, from date \_\_\_\_\_ to ending date: \_\_\_\_\_  
Long term parking identified on the site map?  Yes  No

**OVERNIGHT CAMPING:** Will there be camping over night?  Yes  No  
Name of Facility where camping: \_\_\_\_\_  
If yes, from date: \_\_\_\_\_ to ending date: \_\_\_\_\_  
Camp sites identified on the site map?  Yes  No

**TENTS/CANOPIES/MISC:** The Village of Mackinaw City does have tables and/or chairs available for rental. You will need to provide a diagram of the area for set up. Will the following be constructed or located in the event area?:

BOOTHS - QUANTITY \_\_\_\_\_  
Size \_\_\_\_\_  
 TENTS - QUANTITY \_\_\_\_\_  
 CHAIRS - QUANTITY \_\_\_\_\_  
 TABLES - QUANTITY 5 or 6' (1) 2 CHAIRS

Seating diagram for booths, awnings, tables and chairs provided with application:  Yes  No

**PORTABLE RESTROOMS/TOILETS**  
Have you made arrangements to provide portable restroom facilities at your event?  Yes  No  
If yes, total number of portable toilets: \_\_\_\_\_ Number of ADA accessible portable toilets: \_\_\_\_\_  
If no, explain: \_\_\_\_\_

Restroom Company Name: \_\_\_\_\_  
Address Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Day: \_\_\_\_\_ Evening: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Equipment set up: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Equipment pick up: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Portable restrooms identified on the site map?  Yes  No

**APPLICATION CHECK LIST**

A = Applicant      V = Village

- |                                     |  |
|-------------------------------------|--|
| <u>A</u>                            | <u>V</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Completed Application   |
| <input type="checkbox"/>            | <input type="checkbox"/> Special Event Fee received on _____, receipt no _____<br>amount: \$ _____   |
| <input type="checkbox"/>            | <input type="checkbox"/> Event Map Received (includes detailed event layout for vendors, booths, portable restrooms, fire hydrants, parking, ingress, egress, roads, sidewalks, table and chair diagram, etc.)                               |
| <input type="checkbox"/>            | <input type="checkbox"/> Bicycle Route Map (use of the Mackinaw City Bike Trail is required)   |
| <input type="checkbox"/>            | <input type="checkbox"/> Certificate of Insurance (listing the Village of Mackinaw City, its Village Council, Boards and Commissions, Citizens, Employees and Agents, 102 S. Huron Avenue, Mackinaw City, MI 49701 as an additional insured) |
| <input type="checkbox"/>            | <input type="checkbox"/> Ambulance Standby included with Application paid on _____, receipt no. _____<br>amount \$ _____   |
| <input type="checkbox"/>            | <input type="checkbox"/> Fireworks Permit (if applicable)  |
| <input type="checkbox"/>            | <input type="checkbox"/> Michigan Liquor Control Commission Special Event License (if applicable)  |
| <input type="checkbox"/>            | <input type="checkbox"/> Health Department Food Service License (if applicable)  |

If document is missing, please explain: *We would like to set up table AT END OF WALK TO HAND OUT EDUCATIONAL INFO - STATE suicide prev. & positive*  
 The applicant and sponsoring organization understand and agrees to: *mental health*

Provide a certificate of insurance with all coverage deemed necessary for the event, naming the Village of Mackinaw City, its Village Council, Boards and Commissions, Citizens, Employees and Agents, 102 S. Huron Avenue, Mackinaw City, MI 49701, as an additional insured on all applicable policies and submit the certificate to the Village Clerk's Office no later than thirty (30) days prior to the event.

Comply with all Village Ordinances and Policies and applicable State laws, and acknowledges that the special event permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the Village's review of this application. The applicant and sponsoring organization understand that it may be necessary to meet with Village staff during, as well as after the event, for the review of this application and that Village Council approval is necessary.

Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Cheboygan or Emmet County Health Department to secure all permits required for this event.

Applicant further agrees to defend, indemnify and hold harmless the Village of Mackinaw City, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury,

including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the Village of Mackinaw City or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

The Village of Mackinaw City expressly reserves the right in its sole discretion to cancel a private event for Village purposes and the Site user agrees, as a term of its use of a site, to release and waive all claims of any kind (including a claim for consequential damages), against the Village, its officers or employees arising out of cancellation of the user's event.

Is this an annual event?  Yes  No  
Is this event expected to occur next year?  Yes  No  
How many years has this event occurred? \_\_\_\_\_

Joan Durling, President  
Applicant Signature  
Print name of applicant: JOAN DURLING.

6/20/13  
Date

VILLAGE USE ONLY -- Department representative please initial if approved

[ AM ] DPW    [ GD ] FACILITY SERVICES  
 [ PCW ] POLICE    [ SA ] FIRE    [ AM ] AMBULANCE  
 [ AD ] RECREATION

VILLAGE COUNCIL COUNCIL APPROVAL DATE: \_\_\_\_\_

CONDITIONS, IF ANY: \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

VILLAGE MANAGER

*Note we need to know cost since we are non-profit.*

Form/SEA 02 20 12

C-5013 #  
38-2701467

**FOR VILLAGE USE ONLY**

**DEPARTMENT OF PUBLIC WORKS**

APPROVED

DENIED

Will this event require the use of any of the following municipal equipment:

Yes  No

LOADER - MODEL \_\_\_\_\_ TOTAL MEN \_\_\_\_\_

TOTAL MAN HOURS \_\_\_\_\_

PICK UP TRUCKS \_\_\_\_\_ TOTAL MEN \_\_\_\_\_

TOTAL MAN HOURS \_\_\_\_\_

OTHER EQUIPMENT \_\_\_\_\_ TOTAL MEN \_\_\_\_\_

TOTAL MAN HOURS \_\_\_\_\_

OTHER SERVICES PROVIDED OR REQUIRED \_\_\_\_\_

SITE MAP APPROVED:  Yes  No

**FACILITIES SERVICES DEPARTMENT**

APPROVED

DENIED

Will this event require the use of any of the following municipal equipment:

Yes  No

TRASH RECEPTACLES - QUANTITY \_\_\_\_\_

BARRICADES - QUANTITY \_\_\_\_\_

TRAFFIC CONES - QUANTITY \_\_\_\_\_

PARKING SIGNS - QUANTITY \_\_\_\_\_

FENCING  WATER  ELECTRIC

RESTROOM CLEANING \_\_\_\_\_

OTHER \_\_\_\_\_

SITE MAP APPROVED:  Yes  No

**MACKINAW CITY POLICE DEPARTMENT**

APPROVED

DENIED

ADDITIONAL OFFICERS REQUIRED?  Yes  No

If yes please describe & include times \_\_\_\_\_

Other (describe): \_\_\_\_\_

PARADE ROUTE RECEIVED AND APPROVED:  Yes  No

POLICE ESCORT NEEDED:  Yes  No LIQUOR APPLICATION RECEIVED AND REVIEWED:  Yes  No

SITE MAP APPROVED:  Yes  No

**MACKINAW CITY FIRE DEPARTMENT**

APPROVED

DENIED

STREET CLOSURES:  Yes  No (use attached map to outline proposed closures)

Street closure date/time: \_\_\_\_/\_\_\_\_/\_\_\_\_  A.M.  P.M.

Street re-open date/time: \_\_\_\_/\_\_\_\_/\_\_\_\_  A.M.  P.M.

SITE MAP APPROVED:  Yes  No

**RECREATION DEPARTMENT**

APPROVED

DENIED

SHOWERS:  Yes  No

TABLES:  Yes  No Quantity: \_\_\_\_\_

CHAIRS:  Yes  No Quantity: \_\_\_\_\_

CAMPING:  Yes  No (identified on map)

LONG TERM PARKING:  Yes  No (identified on map)

PORTABLE RESTROOMS:  Yes  No (identified on map)

SITE MAP APPROVED:  Yes  No

**PRESENT:** Planisek, Perlik, Michalak**ABSENT:**

- AGENDA ITEMS:**
1. Village manager spae
  2. Intern space
  3. Banners
  4. IT upgrade

**REPORT:**

1. The village manager and zoning administrator share a space with each other and with file storage. This results in a lack of privacy that reduces productivity when either needs to talk confidentially or staff needs to access files.

Several perspectives on how to solve this problem were discussed, particularly how re-assigning space would fit in the bigger and longer run change of refurbishing the west end of the building for council chambers and the east end for offices while moving the fire and ambulance equipment to a new building. The committee members were willing to temporarily move the council meetings to another location, for a couple of years, if that is necessary to accomplish the bigger development of a separate safety building.

It was also noted that now is an ideal time to issue bonds because interest rates are so low, thus borrowing the money to build a fire/ambulance building. Other major needs, which will require bonding, were mentioned.

2. Interns can become a valuable addition to the village's summer staff and a housing location will need to be located.

3. A prototype of permanent post sets for displaying banners for summer activities was discussed. Because the size of the banners and location were not yet determined, a prototype was recommended.

4. IT upgrades are needed to make our computer system functional. This involves purchasing hardware and then a new annual service agreement. The cost would be \$9,124 the first year for both equipment and service; then \$5,800 per year, in current dollars, for annual maintenance. It was noted that the internet connection to Cherryland, although free, is barely above dial-up service, this at a time when the MERIT cable runs down the street. A future request to connect to MERIT will be forthcoming.

## COMMITTEE DATA BASE SUMMARY INFORMATION

**ITEM****STATUS / RECOMMENDATION**

1. Recommend that council start thinking about the council priorities and long range space needs. When the audit is complete and staff has a better idea of our budget situation, expected to happen in July, we will make a decision on space allocation.

2. No action needed.

3. Recommendation to take this up over winter.

4. The whole council should discuss this purchase, which is not included in the budget, at the next council