



AGENDA

Wednesday, June 8th, 2022 – 8:00 AM

City Commission Chambers - 225 E. Portage Avenue - Sault Ste. Marie, MI 49783

1. Call to Order
2. Roll Call
3. Approval of Minutes
 - May 25, 2022, regular meeting Minutes
4. Approval of Agenda
5. Declaration of Conflicts of Interest
6. Committee Designations
 - Economic Vitality (Craig)
 - Promotions/Organization Report (Cathy)
 - o Approval of Event Guidelines
 - Design Report (Debbie)
7. Events
 - Concert Series
 - Rock the Locks
 - Sidewalk Sales
 - 4th of July Parade
 - Engineers Day
8. Work Items
 - Bylaws
 - Rules of Procedure
 - New Member Board Packet (Craig and Tom)
 - Events Policy
 - Purchasing Policy (CM)
 - Vibrancy Grant (Engineering Office)

- Crosswalk Painting (CM and Tracy Menard)

9. Business Items

- DDA Board Member Application Review and Recommendations
- Vibrancy Grant – Ashmun Bridge Sign Feedback
- Renewal of DDA Office Lease (CM)
- MI Main Street Program Master Level Contract (CM)
- Goal Setting Update (CM)
- DDA Director Recruitment Update (CM)

10. Directors Report

11. Public Comment and Announcements

12. Board Comments and Announcements

13. Adjournment.

**MAIN STREET/DOWNTOWN DEVELOPMENT AUTHORITY
WEDNESDAY, MAY 25, 2022 – 8:00 A.M.
MEETING HELD AT CITY HALL – CITY COMMISSION CHAMBERS
City of Sault Ste. Marie, Michigan**

MEETING MINUTES

Present: Brian Chapman
Craig Cooper
Tom Fornicola
Debbie Jones
Allison Youngs

Absent: Ray Bauer, Samantha Hall, Cathy Howell, and Tara Kelgar.

1. CALL TO ORDER.

2. ROLL CALL. Attendance was taken as noted.

3. APPROVAL OF MINUTES.

- April 13, 2022, DDA Board regular meeting minutes.
- May 16, 2022, DDA Board special meeting minutes.

Moved by Craig Cooper, supported by Tom Fornicola, to approve the April 13, 2022, DDA Board meeting Minutes. The motion passed unanimously.

Moved by Craig Cooper, supported by Brian Chapman, to approve the DDA Board special meeting minutes of May 16, 2022. The motion passed unanimously.

4. APPROVAL OF AGENDA.

Moved by Debbie Jones, supported by Craig Cooper, to approve the May 25, 2022, Main Street/Downtown Development Authority Agenda. The motion passed unanimously.

5. DECLARATION OF CONFLICTS OF INTEREST.

There were no conflicts of interest declared at this time.

6. COMMITTEE REPORTS.

A. Economic Vitality Committee Report.

Cooper indicated that he is trying to find people who are interested in joining the Economic Vitality Committee. The first task for the committee is to do a complete listing of all businesses located in the DDA District.

B. Promotions / Organization Committee Report.

- Approval of Event Guidelines.

Cooper reported that the event guidelines presented at the April DDA Board meeting need to be modified. Event work plans should be completed in an earlier time frame prior to the event.

C. Design Committee Report.

- Flowerpot Update.

Jones reported that Kim Kimbers will not be working on downtown flower beds, pots, etc., as she has bought a local business and will be busy with that. Community service groups have been working downtown however, there is still much to do and not many volunteers to do it. This Saturday, May 27th, flower planting and pocket park maintenance will begin at 9:00 am at Bud Weber Park.

Jones would like to schedule a downtown walk-thru to include the Mayor, City Commissioners, DDA Board, and City staff to take a detailed look at garden maintenance, condition of benches, signage, and buildings. The focus should be on beautifying downtown.

Chapman indicated that the City Commission approved to repeal the 2000 Sault Ste. Marie Property Maintenance Code at the May 16, 2022, City Commission meeting. The adopted Property Maintenance Code specifies code violations for buildings.

7. REVIEW OF 2022-2023 BUDGET.

A. Approval of Commission Recommended Budget.

Chapman reported on the DDA TIFA 1 Fund 245, DDA TIFA 2 Fund 246, and DDA General Fund 248.

Moved by Tom Fornicola, supported by Brian Chapman, to approve and adopt the City Commission recommended DDA budget for fiscal year 2022-2023. There was one nay; motion passed with four ayes.

B. Budget Amendments for 2021-2022.

8. UNFINISHED BUSINESS.

A. Goal Session Update.

Chapman indicated that he will be meeting with MEDC, Michigan Main Street, later today.

9. NEW BUSINESS.

A. Rock the Locks.

Mariah Goos is spearheading the Rock the Locks event on Saturday, June 11th. She has provided the City Clerk's office with a list of supplies needed, and she is looking for businesses to sponsor this event.

B. DDA Board Member Application Review and Recommendations (requested by CM).

Three DDA Board applications were included in the meeting packet. One application was received yesterday by Mr. Phil Espinosa, who was in attendance at the DDA Board meeting.

C. Possible Part-Time Director (requested by CM).

Chapman indicated that there is a LSSU student, that was introduced to Finance Director Kristin Collins, who was impressed with the student's marketing background, and personality, and thought she may be a good fit for part-time work for the DDA. Chapman indicated that he will be reaching out to the student for a meeting/interview.

D. Bylaws, Rule of Procedures, New Member Packet, Event and Purchasing Policies (requested by C. Cooper).

In researching the DDA's Bylaws, Rule of Procedures, and event and purchasing policies Cooper discovered that some of the documents need to be updated. He also suggested that a new member orientation packet should include the Bylaws, Rules of Procedures, and the City's purchasing policy. After DDA Board discussion, it was decided to form a committee to update DDA documents, the committee will include Craig Cooper, Tom Fornicola and Allison Youngs.

10. DIRECTOR'S REPORT.

A. Downtown Check – CSB Has Paid.

Chapman indicated that Central Savings paid \$4,000 to sponsor the Downtown Check program. Chapman will be asking CSB to re-issue the check on July 1st as it should be included in the 2022-2023 fiscal year budget.

B. Music in the Park Update.

The Music in the Park schedule has been confirmed. City staff is contacting the bands/entertainment for signed contracts, and up-to-date IRS W-9 forms. The DDA is looking for a sponsor for this event.

C. Soo Sweeps.

This event is cancelled.

D. Ladies Night Out Updated.

Youngs reported that she attended Ladies Night Out, and it seemed to be well-attended.

E. Vibrancy Grant in Process.

City Engineering staff are working on this; replace broken sign on Ashmun Bridge, new signs at various exits from I-75 and along the Business Spur to guide people to historic Main Street downtown Sault Ste. Marie.

F. Crosswalk Painting.

Tracey Menard will be scheduling a date and get volunteers organized. Chapman will follow-up with Sherwin Williams, as they have donated the paint in past years.

- The DDA Board also discussed the \$7,000 mural funding for the mural project associated with 300 Court Street – Community Housing Network, which was supported by the DDA Board at the April DDA Board meeting.

11. PUBLIC COMMENTS AND ANNOUNCEMENTS.

Tony Haller, Executive Director of the Soo Chamber of Commerce, agreed that the DDA should schedule a downtown walk-thru for the Mayor, City Commissioners and City staff to look first-hand at maintenance issues at pocket parks, buildings, brick pavers and flowerpots, etc. in the DDA District. Tony also expressed his concerns regarding up-coming events with no DDA Director at the helm.

12. BOARD COMMENTS AND ANNOUNCEMENTS.

Fornicola expressed his concern regarding the two empty DDA Board seats. After discussion, it was suggested that the DDA Board recommend Zac McClellan for one of the two open seats on the DDA Board.

Moved by Debbie Jones, supported by Tom Fornicola, to recommend that the City Commission appoint Zak McClellan to the DDA Board. There was one nay; motion passed with four ayes.

13. ADJOURN.

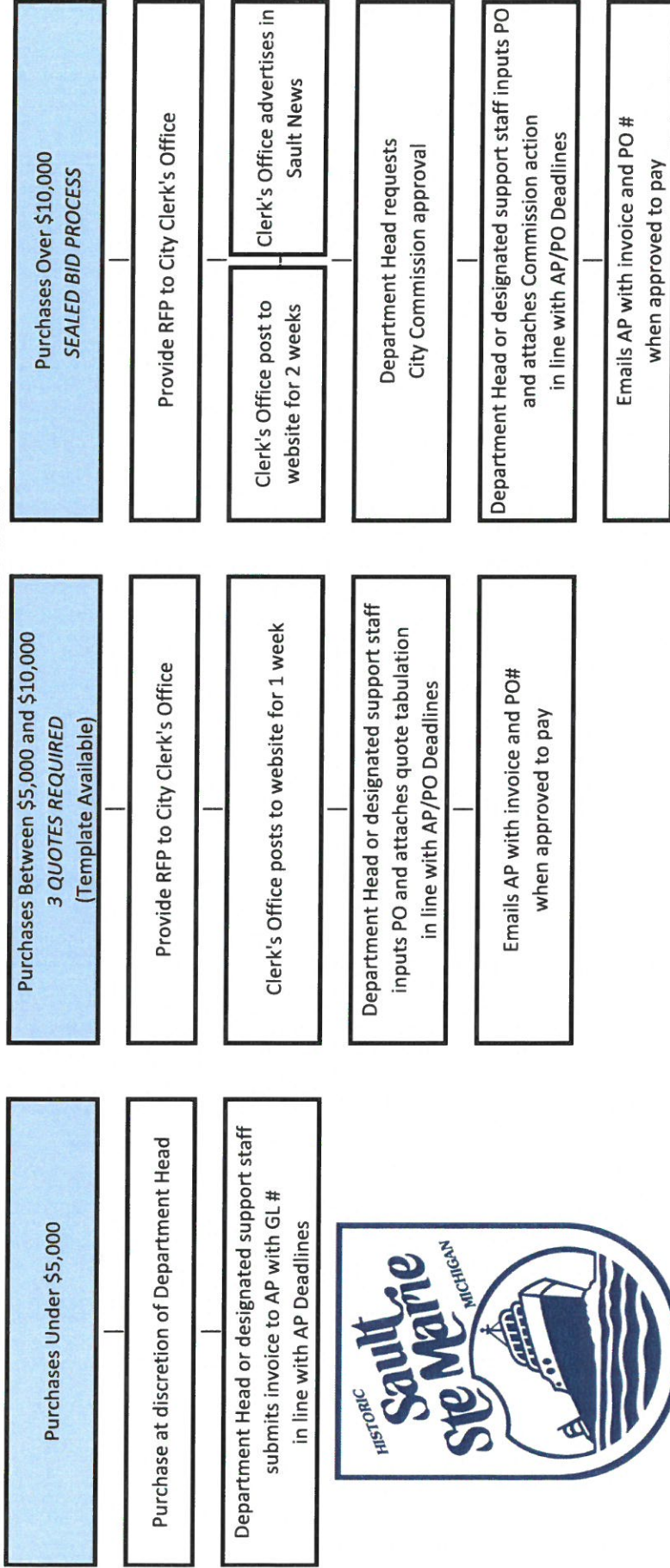
Moved by Tom Fornicola, supported by Craig Cooper, to adjourn the meeting at approximately 9:25 a.m. The motion passed unanimously.

Respectfully submitted,

ALLISON YOUNGS, DDA Chair

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CITY OF SAULT STE. MARIE PURCHASING POLICY & PROCEDURE



CREDIT CARD PURCHASES





CITY OF SAULT STE. MARIE, MICHIGAN
PURCHASING POLICY AND PROCEDURE

TABLE OF CONTENTS

	PAGE
FORWARD	3
GENERAL PROVISIONS	
SECTION 1	PURCHASING POLICY
1.01	Establishing Authority 4
1.02	Purpose of the Manual 4
1.03	The Policy 4
1.04	Relations with Suppliers Representatives 4-5
PROCEDURES USED IN PURCHASING	
SECTION 2	REQUISITION
2.01	Purpose 5
2.02	When Prepared 5
2.03	Who Prepares 5
2.04	How to Prepare 5
2.05	Routing 6-7
2.06	Local Bid Adjustment and Award 7-8
SECTION 3	PURCHASE ORDERS
3.01	Purpose 8
3.02	When Issued 8
3.03	Preparation 8
3.04	Purchase Order Information 8
SECTION 4	CREDIT CARD PURCHASES
4.01	The Policy 8
SECTION 5	CASH DISBURSEMENT VOUCHER
5.01	Purpose 9

SECTION 6	BLANKET PURCHASE ORDERS	
	6.01 Definition	9
	6.02 Classification	9
	6.03 Preparation	10
	6.04 How Used	10
	6.05 User Responsibility	10
SECTION 7	EMERGENCY PURCHASES	
	7.01 Definition	10
	7.02 Authority	10
	7.03 Emergency Purchase Procedure	10
	7.04 General Information	11
SECTION 8	INVOICES	
	8.01 Definition of an Invoice	11
	8.02 What an Invoice Should Contain	11-12
	8.03 Invoice Processing Procedure	12
	8.04 General Information	12
SECTION 9	RESPONSIBILITIES	
	9.01 City Clerk's Office Responsibilities	12
	9.02 Finance Department Responsibilities	13
	9.03 City Department Responsibilities	13
SECTION 10	EXCLUDED FINANCIAL TRANSACTIONS FROM PURCHASING REQUIREMENTS	13
SECTION 11	MISCELLANEOUS	
	Emergency Repair Form	14
	Violation of Purchasing Policy	15
	Exception Authorization Form	16
	Purchasing Policy and Procedure Flow Chart	17

Adopted: August 17, 2009
First Revision Date: August 16, 2021

FORWARD

This manual has been prepared for the guidance of department heads and other City employees who are authorized to requisition supplies and services.

Observance of the procedures outlined will facilitate purchasing, will assure that supplies and services are available when needed, and provide bidding opportunities to local vendors.

In addition to the actual ordering and receiving of supplies, other functions of the government must be understood. It is essential that a proper record of the order is kept so that the accounting office can pay for the supplies, be certain that the payment is correct and that the supplies as ordered, both quantity and quality, have been received by the City. It is necessary that the accounting record be complete so the auditors who audit the City's books at the end of each fiscal year have all the information to show the complete transaction, from the requisition through the check.

To this end, it is necessary that requisitions, and orders show sufficient detail, such as describing what is ordered, from whom it was ordered, a record of receipt which certifies the delivery of the supplies or services to the City, and the necessary financial information to be certain that the unit prices and the total amount are correct.

In the case of services, a work order or other documentation should be obtained and submitted with invoice as evidence that work was completed and the City is accurately billed.

The preparation of a complete record, adequate to the purpose for which it is needed, is essential in purchase order processing.

GENERAL PROVISIONS PURCHASING POLICY

- 1.01 **ESTABLISHING AUTHORITY.** The purchasing policies of the City are established by the City Charter, Ordinance, and the City Manager with the approval of the City Commission.
- 1.02 **PURPOSE OF MANUAL.** This manual is designed to set forth in some detail the rules, regulations, and necessary procedure to adhere to these policies and facilitate the purchasing operation.
- 1.03 **POLICY.** A requisition must be completed and approved prior to any purchase over \$5,000.00. An original requisition shall be electronically prepared by the City Department Head and submitted for approval by the Deputy City Manager. Department Head or representative must determine that adequate budget is in the General Ledger Account, or the requisition may be rejected. Requisition cost in excess of \$10,000.00 require sealed bids and must be approved by the City Commission and submitted to the City Manager for electronic approval, requisition cost in excess of \$5,000.00 but less than \$10,000.00 will be submitted for approval by the Deputy City Manager with three (3) scanned images of competitive quotes/proposals for verification and final approval by City Manager, cost less than \$5,000.00 will be submitted to the Deputy City Manager for electronic approval. Upon verification and approval of the Requisition a Purchase Order will be generated authorizing the purchase of the requested item.

Budget balance must be applicable to the period or fiscal year or date of the purchase or obligation is committed. Operational budgets do not carry forward from prior fiscal year.

1.04 RELATIONS WITH SUPPLIERS' REPRESENTATIVES

- 1. The relationship between the purchaser and the seller should be one of mutual understanding. Fundamentally, no contract that proves unsatisfactory to the vendor can be regarded satisfactory to the buyer. The departments should not be burdened with, nor encourage visits from suppliers.
- 2. Departments and Employees Relationship:
 - a. All suppliers' representatives will be received by the City Clerk's Office promptly and courteously.
 - b. The City Clerk's Office will be advised of contemplated purchases which may result from conferences between departments and suppliers.

- c. When necessary for City Departments to correspond with suppliers on some technical matter, copies of the communications will be forwarded to the City Clerk's Office.
- d. All employees of the City will keep themselves free of obligation by refusing to accept gifts or entertainment with a value of \$ 25.00 or more offered by any of the City's suppliers.

PROCEDURES USED IN PURCHASING

REQUISITION

- 2.01 **PURPOSE.** The requisition serves to inform the City Clerk's Office of the needs of the requisitioning department and to define exactly the material to be supplied or service requested. All requisitions will be numbered by the Purchasing software.
- 2.02 **WHEN PREPARED.** Requisitions shall be prepared after competitive prices have been obtained, except where cost is below minimum threshold. Technical or department specific purchases shall be handled at the departmental level.
- 2.03 **WHO PREPARES.** All requisitions shall be entered into the Purchasing System by the Department Head, or someone authorized to act for him/her.
- 2.04 **HOW TO PREPARE.** A properly processed requisition shall be entered electronically by the Department and contain the following information:
 - 1. Date - Insert the date the requisition was prepared.
 - 2. Quantity requested - Specific quantity must be stipulated as well as unit of quantity (dozen, gross etc.).
 - 3. Description - A complete and accurate description of the item requisitioned must be given in common non-technical language. If blanket purchase order, see section 6.01.
 - 4. The cost shall be given. When definite cost figures are not available, a reasonable estimate shall be given. This includes unit cost and extensions for each item. The total of all extensions must be a given.
 - 5. Company name and address and/or vendor number from whom it is desired the purchase be made must be complete and accurate.
 - 6. If the Vendor is not set up in the accounting system, give the vendor's name, address, phone number, e-mail address, and taxpayer ID# (if available) to the City Clerk's Office for proper set-up.

7. The general ledger account number to which this purchase is to be charged shall be designated.
- 2.05 ROUTING. An original requisition shall be electronically prepared by the City Department Head and submitted to the Deputy City Manager. Prior to processing requisitions, the Department Head must determine that adequate budget is in the General Ledger Account, or the requisition will be rejected.
1. Purchases in excess of \$ 10,000.00:
 - a. Purchases for the requirements and operation over \$10,000.00 of all departments including component units of the City require sealed bids and City Commission approval, as stated in 12.1 of the City Charter.
 - b. All purchases will be of a quality to suit the intended purpose at the lowest cost.
 - c. All purchases and sales in excess of \$10,000.00 shall be evidenced by a purchase order as stated in Section 12.1 of the City Charter.
 - d. Purchases that exceed \$10,000.00 shall be published one-time in The Sault News and posted on the City's Web Site for a minimum of one (1) week in order to give notice to vendors.
 - e. Requisitions in excess of \$10,000.00 must be approved by the City Commission and the City Manager before Department Head or project manager commits to purchase.
 2. Purchases over \$ 5,000.00 but less than \$ 10,000.00:
 - a. Purchases for the requirements and operation over \$5,000.00 but less than \$10,000.00 of all City Departments require three (3) competitive quotes/proposals.
 - b. Any single asset purchase in excess of \$5,000.00 will require the Department Head to attach three (3) competitive quotes/proposals to the requisition and submit to the Deputy City Manager via attachment.
 - c. Competitive quotes will not be required but are encouraged for the following: professional services, advertising, single source providers, single asset purchases less than \$5,000.00. The Exception Authorization Form must be completed and approved by the City Manager prior to the purchase (see Exhibit C).
 - d. All purchases will be of a quality to suit the intended purpose at the lowest cost.

- e. All purchases and sales in excess of \$5,000.00 shall be evidenced by a purchase order as stated in Section 12.1 of the City Charter.
- f. Purchases that exceed \$5,000.00 shall be posted on the City's Web Site for a minimum of one (1) week in order to give notice to vendors.
- g. Requisitions in excess of \$5,000.00 must be reviewed and verified by the Deputy City Manager with the City Manager giving final approval.

3. Purchases less than \$ 5,000.00:

- a. Purchases under \$5,000.00 may be purchased at the discretion of the Department Head.
 - b. All purchases will be of a quality to suit the intended purpose at the lowest cost.
4. The requisitioner shall not split purchase orders to circumvent any provisions of the City Charter, this manual, or any policy established by the City
 5. All purchases will require Requisition Entry submitted through the Department Head or someone authorized to act for him/her.
 6. Problems arising in connection with the preparation and handling of requisitions are to be referred to the Deputy City Manager or Accounts Payable Clerk who shall instruct the personnel or agency in the proper procedures.
 7. Any commitment made in violation of this policy shall be construed as a personal liability of the individual making the commitment and may be cause for disciplinary action up to and including dismissal (see Exhibit B).

2.06 LOCAL BID ADJUSTMENT AND AWARD. Sec. 2-185. Local bid adjustment and award.

(1) This section applies to purchases only.

(2) A city or county local bidder is defined as either a bidder who owns land in the City or Chippewa County; and upon such land its business is located; and who owned the land continuously for the 12 months prior to the bid; and who is current on all obligations and property taxes owed to the city or the county as the case may be; and has paid in full any real property taxes which were due to the city or county in the 12 months prior to making the bid.

(3) A city or county local bidder is defined as either a bidder who is a tenant under a fully signed written lease on land located in the City or Chippewa County; and upon such land its business is located; and which lease was in existence continuously for the

12 months prior to the bid; and who is current on all obligations owed to the city or the county as the case may be.

(4) Any bid made by a local bidder as defined above shall be provided a competitive adjustment to their bid at the time of tabulation:

If a city local bidder, then equal to 5% of the low bid amount not to exceed \$10,000.00.

If a county local bidder, then equal to 3% of the low bid not to exceed \$10,000.00.

(5) The competitive adjustment for purposes of determining the award of the bid shall reduce the local bidder's bid artificially as means of determining if the award to the local bidder is in the best interest of the city.

(6) Lowest responsible bidder defined under subsection 2-177(g), and award to other than low bidder under subsection 2-177(h) shall include the competitive adjustment of this section in their application to the bid award decision.

(7) To receive the benefit of this section the local bidder shall agree to lower its bid at the time of bid award to match the actual bid submitted by the non-local bidder.

PURCHASE ORDERS

3.01 PURPOSE. A purchase order for purchases over \$5,000.00 **authorizes** the vendor to ship and invoice for materials or services, or both, as specified.

3.02 WHEN ISSUED. Purchase orders will be generated by the Deputy City Manager for all purchases.

3.03 PREPARATION. Upon receipt by the department of origin, the purchase order is checked by the Department Head and forwarded to the Finance Department for payment. The corresponding invoice(s) will be verified and entered into the accounts payable software system by the Finance Department awaiting payment approval by the Department Head.

3.04 PURCHASE ORDER INFORMATION. Department Heads will be able to check status of all requests for payments through the accounts payable software system.

CREDIT CARD PURCHASES

4.01 POLICY. Any single asset purchase in excess of \$ 1,000.00 will not be permitted on the city credit card (excluding travel expenditures). Individual asset purchases in excess of \$ 1,000.00 will require three (3) competitive

quotes/proposals, verification approval by the Deputy City Manager, and final approval by the City Manager.

CASH DISBURSEMENT VOUCHER

- 5.01 **PURPOSE.** Purchases of items in the amount of Fifty Dollars (\$50.00) or less may be acquired by employees with the use of personal funds and reimbursed from petty cash. The employee will need to fill out a Cash Disbursement Voucher, indicating the date, amount spent, General Ledger account number to which it should be charged, and authorizing Department Head signature. The receipt for such purchase is to be attached, and the voucher turned in to the Finance Department. Upon receipt of the voucher, Finance Department will disburse funds from petty cash, requiring signature of recipient or representative in the Petty Cash Ledger at this time.

BLANKET PURCHASE ORDERS

- 6.01 **DEFINITION.** A blanket purchase order is one issued for the purchase of miscellaneous items, materials, supplies, parts, and/or services i.e., telephone, insurance etc., for City Departments in instances where the quantity or apportionment cannot be anticipated or where it is impractical to provide adequate storage. This process allows the department to encumber funds for the purchase of various supplies and services giving them the ability to call for supplies etc. when they are needed.
- 6.02 **CLASSIFICATION.** Blanket orders are issued to cover certain purchases which might be classified as follows:
1. Regular contractual payments
 2. Those items or supplies for which a price has been previously agreed upon by purchaser and seller and for partial delivery as needed.
 3. Those items or supplies which sell for the same price at all outlets or fair price items unless a company discount is given.
 4. Those purchases which are applied to a price agreement covering a fixed sum of money for items such as bituminous material, ready mixed concrete, sand, and gravel, etc.
 - (a) Purchases can only be made on those items noted in the price agreement and on which unit prices are indicated.
 4. Those purchases for a specific sum of money covering office supplies, plumbing supplies, automotive parts, etc., which vary in price.

- 6.03 PREPARATION. Requests for blanket purchase order shall be made in the usual manner as are other purchases. The blanket order request shall be made on the standard requisition form being used by the City and shall contain the following information:
1. Description of the item or items to be purchased.
 2. The period of time the blanket order will remain valid. No blanket order shall exceed a period of time beyond the current fiscal year with the exception of Capital Projects.
 3. If it is found the amount will be exceeded, the additional amount needed will be requisitioned by the Department in the same manner as the original Blanket Purchase Order was requested.
- 6.04 HOW USED. After the blanket purchase order is issued, the City Department shall draw on the Purchase Order. Departments will be able to check balance of Purchase Orders through the purchasing software.
- 6.05 USER RESPONSIBILITY. All competitive pricing requirements described in this policy apply to blanket PO's. The City Department will be responsible for assuring that the city is not over billed and that the purchase order is not overdrawn.

EMERGENCY PURCHASES

- 7.01 DEFINITION. Emergency purchases are those made by departments only when normal functioning and operation of the department would be hampered by the delay caused by the submission of a requisition in the normal manner or where property, equipment or life are endangered through unexpected circumstances and materials, contractual services, etc., are needed immediately. Apply to purchase over \$5,000.
- 7.02 AUTHORITY. Only the Department Head or someone authorized by him/her may make emergency purchases. The Department Head will be held responsible for all purchases made by his/her department in any manner other than the normal purchasing procedure.
- 7.03 EMERGENCY PURCHASE PROCEDURES:
1. When purchase is made an invoice shall be obtained by the purchaser.
 2. At the first opportunity, no later than the next working day, an electronic requisition shall be submitted to the Deputy City Manager, indicating an "Emergency Purchase".

3. Within 24 hours of the emergency purchase, the Department Head must complete the "Emergency Repair Form" and submit to the Deputy City Manager (see Exhibit A).
 4. Emergency purchases in excess of \$5,000.00 and less than \$10,000.00 will require prior City Manager approval.
 5. Specific Emergency Purchases in excess of \$10,000.00 will be approved by the City Manager and will be reported to the City Commission.
- 7.04 GENERAL INFORMATION. When an emergency purchase is made, the department will make the purchase at the best possible price. In most cases the order should be issued to the vendor from whom materials and supplies have previously been purchased.

The use of emergency purchasing procedures, because of failure to anticipate normal needs, is to be avoided.

INVOICES

- 8.01 DEFINITION OF AN INVOICE: An invoice is an itemized listing of quantities and charges for the purchases of supplies, materials, equipment, or services which have been furnished to the city. An invoice is the means by which the supplier informs the purchaser of his obligation, and it should contain the same basic information as the purchase order plus any conditions imposed by the supplier, such as discounts, time of expected payment, etc.
- 8.02 WHAT AN INVOICE SHOULD CONTAIN:
1. Purchase order number.
 2. Invoice date.
 3. Date of order.
 4. Date of delivery of materials, etc.
 5. Destination of delivery (including City department).
 6. Itemized list of materials or services rendered.
 7. Quantities, prices (both unit and total), terms and any other charges contained in the purchase order.
 8. Delivery company or medium should be listed separately from the materials and supplies section.

9. The City is not required or eligible to pay State of MI Sales Tax. All invoices should be presented without tax or processed for payment net tax. If a vendor needs evidence an exemption certificate will be provided by the City Clerk's Office.

8.03 INVOICE PROCESSING PROCEDURE:

1. Purchase orders:
 - (a) Upon receipt by the department of origin, the purchase order is checked by the Department Head and forwarded to the Finance Department for payment. The corresponding invoice(s) will be verified and entered into the accounts payable software system by the Finance Department awaiting payment approval by the Department Head.
 - (b) Finance Department will prepare a check for payment and mail.
 - (c) Periodically, requests for checks to be issued in between scheduled check runs will be accepted by the Finance Department. These requests should follow the purchasing guidelines and all necessary payment information and documentation should be furnished.
 - (d) If vendor requires alternative mailing or delivery of payment, Department Head will need to provide special handling instructions.

8.04 GENERAL INFORMATION. All invoices shall be processed as expeditiously as possible. Particular care shall be taken to ensure that the City does not lose any discounts allowed by the suppliers.

1. The Finance Department will complete the processing of payment, making sure the invoice is attached and mail the supplier their check for payment.
2. The Finance Department has a schedule for purchase order deadline date and check release date. The departments should be made aware of these dates and process their invoices and POs accordingly.

RESPONSIBILITIES

9.01 CITY CLERK'S OFFICE RESPONSIBILITIES:

1. Aid and cooperate with departments in the procuring of needed materials or services.
2. Prepare and distribute purchase orders from departmental requisitions.

3. Prepare bid documents.

9.02 FINANCE DEPARTMENT RESPONSIBILITIES:

1. Ensuring good communication with departments and vendors.
2. Follow up as needed on complaints, outstanding POs, and budget deficiencies.
3. Assist departments with GL #'s and questions about activity.

9.03 CITY DEPARTMENTS' RESPONSIBILITIES:

1. Allow ample time for the City Clerk's Office to prepare bid documents. Make full and accurate description of materials, equipment, or services to be purchased and provide Deputy City Manager electronic copy for web posting.
2. Notify the City Clerk's Office of all department quotes and bids being requested and/or received prior to acceptance.
3. Submit agenda memo requesting bid award, when needed ensuring sufficient budget is in place or requesting budget along with bid award.
4. Timely processing of invoices for payment to ensure appropriate account of expenditures.
5. Obtaining the appropriate liability and workers compensation insurance and submitting certificates to the City Clerk's Office.

10.00 EXCLUDED FINANCIAL TRANSACTIONS FROM PURCHASING REQUIREMENTS:

1. City Administration is authorized to conduct the following financial transactions without utilization of the purchasing policy: utility billing, telephone billing, advertising payments, credit card payments, travel advances, payroll deduction checks, emergency payments, debt payments, petty cash reimbursement, appropriations, payments authorized by an approved contract, water refund, tax refund, payment of claim, insurance claims, miscellaneous refunds, and all other similar transactions.

**CITY OF SAULT STE. MARIE
EMERGENCY REPAIR FORM**

DATE: _____

DEPARTMENT: _____

VENDOR: _____

REASON FOR EMERGENCY REPAIR: _____

AMOUNT: _____

ACCOUNT NUMBER: _____

Department Head Signature

Deputy City Manager

City Manager

**CITY OF SAULT STE. MARIE
VIOLATION OF PURCHASING POLICY**

DATE: _____

TO: _____

FROM: Robin R. Troyer, Deputy City Manager

PURCHASE REQUISITION #: _____

1. The above referenced Purchase Requisition appears to be for goods that have already been ordered and/or received and cannot be processed further as these goods/services were not procured in accordance with the City of Sault Ste. Marie purchasing procedures. If you are unable to pay for these goods/services from personal funds (without the promise to receive reimbursement) and wish to pursue authorization for this purchase, you must forward a Requisition along with a written explanation that addresses the following:
 - a. The circumstances that lead to the unauthorized purchase outside the City of Sault Ste. Marie Purchasing Policy.
 - b. Why it is in the best interest of the City to use City funds to pay for these goods/services.
 - c. What will be done to prevent recurrence of similar unauthorized purchases.

**CITY OF SAULT STE. MARIE
PURCHASING POLICY EXCEPTION
AUTHORIZATION FORM**

DATE: _____

TO: _____

FROM: _____

REASON FOR EXCEPTION: _____

AMOUNT: _____

ACCOUNT NUMBER: _____

Department Head Signature

Deputy City Manager

City Manager



City of Sault Ste. Marie

225 E. Portage Avenue

Sault Ste. Marie, Michigan 49783

Phone: 906/635-5261 ~ Fax: 906/635-5606

Application for Appointment to the Citizen's Boards and Commissions

The City Commission of this City encourages participation by its citizenry in the activities of the City government. In many instances, the most constructive and rewarding service can be achieved through active participation as a member of a committee advisory to the City Manager and the City Commission.

All interested citizens are asked to complete the following questionnaire so that the City Commission may be aware of the Committee on which you desire to serve and be made aware of any particular educational or addition background experience directly related to a specific citizen's committee.

Thank you for your interest and concern in the City government. This expression of interest will be maintained in our files for one year, or until a selection is made for a particular citizen's committee.

Jordan Chisholm

917 Pine Street Sault Ste. Marie Mi

NAME

ADDRESS

906-298-1963

Jordanannchisholm@gmail.com

PHONE

EMAIL ADDRESS

Citizen's committee desired (if more than one, please designate priority)

Downtown Development Authority

Applicants for Sault Ste. Marie Planning Commission: Sec. 2-60. of the City Code establishing the Sault Ste. Marie Planning Commission states that the Planning Commission "shall be representative of the important segments of the community . . . in accordance with the major interests . . . in the City . . . such as . . . natural resources, recreation, education . . . [etc.]."

While it is understood that you likely have a variety of interests in the community, we would like you to identify your area of interest by checking all areas that apply below:

☐ Commerce

☒ Industry

☐ Transportation

☐ Education

☐ Natural Resources

☐ Utilities

☐ Government

☐ Public Health

☐ No specific area

☐ Historic Preservation

☒ Recreation

☐ Housing

☒ Tourism

Reason for desiring to serve on a specific citizen's committee: I want to be more involved within the community as well as encourage the younger generation to get involved in their community

Have you previously served on any citizen's committees of City government? **No**

If yes, which ones and for how long?

Do you have any particular experiences, background or education which relate to the work of the citizen's board (for which you are seeking appointment) of which the City Commission should be aware? I have previously worked as an event planner for 3 years.

For Office Use Only:

Date Received: 5/25/22

Registered to Vote: Yes ☒ No ☐ N/A ☐

Appointment Authority: ☐ Mayor ☒ Commission ☐ City Manager



City of Sault Ste. Marie

225 E. Portage Avenue
Sault Ste. Marie, Michigan 49783

Phone: 906/635-5261 ~ Fax: 906/635-5606

Application for Appointment to the Citizen's Boards and Commissions

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Thank you for your interest and concern in the City government. This expression of interest will be maintained in our files for one year, or until a selection is made for a particular citizen's committee.

Raymond Bell

305 W Portage Ave

NAME

ADDRESS

9067484359

bellraymond@msn.com

PHONE

EMAIL ADDRESS

Citizen's committee desired (if more than one, please designate priority)

DDA

Applicants for Sault Ste. Marie Planning Commission: Sec. 2-60. of the City Code establishing the Sault Ste. Marie Planning Commission states that the Planning Commission "shall be representative of the important segments of the community . . . in accordance with the major interests . . . in the City . . . such as . . . natural resources, recreation, education . . . [etc.]."

While it is understood that you likely have a variety of interests in the community, we would like you to identify your area of interest by checking all areas that apply below:

<input checked="" type="checkbox"/> Commerce	<input type="checkbox"/> Industry	<input type="checkbox"/> Transportation
<input type="checkbox"/> Education	<input type="checkbox"/> Natural Resources	<input type="checkbox"/> Utilities
<input type="checkbox"/> Government	<input type="checkbox"/> Public Health	<input type="checkbox"/> No specific area
<input checked="" type="checkbox"/> Historic Preservation	<input type="checkbox"/> Recreation	
<input type="checkbox"/> Housing	<input checked="" type="checkbox"/> Tourism	

Reason for desiring to serve on a specific citizen's committee: **Part of Downtown business**

Have you previously served on any citizen's committees of City government? **DDA**

If yes, which ones and for how long? **2 terms**

Do you have any particular experiences, background or education which relate to the work of the citizen's board (for which you are seeking appointment) of which the City Commission should be aware? _____

For Office Use Only:

Date Received: **5/17/22** Registered to Vote: Yes ☒ No ☐ N/A ☐

Appointment Authority: ☐ Mayor ☒ Commission ☐ City Manager



City of Sault Ste. Marie

225 E. Portage Avenue

Sault Ste. Marie, Michigan 49783

Phone: 906/635-5261 ~ Fax: 906/635-5606

Application for Appointment to the Citizen's Boards and Commissions

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Thank you for your interest and concern in the City government. This expression of interest will be maintained in our files for one year, or until a selection is made for a particular citizen's committee.

Sue Anne Wilks

NAME

316 Armory Pl

ADDRESS

206-755-1980

PHONE

mswilks33@gmail.com

EMAIL ADDRESS

Citizen's committee desired (if more than one, please designate priority)

DCA

Applicants for Sault Ste. Marie Planning Commission: Sec. 2-60. of the City Code establishing the Sault Ste. Marie Planning Commission states that the Planning Commission "shall be representative of the important segments of the community . . . in accordance with the major interests . . . in the City . . . such as . . . natural resources, recreation, education . . . [etc.]."

While it is understood that you likely have a variety of interests in the community, we would like you to identify your area of interest by checking all areas that apply below:

☐ Commerce
☐ Education
☐ Government
☒ Historic Preservation
☐ Housing

☐ Industry
☐ Natural Resources
☐ Public Health
☐ Recreation
☒ Tourism

☐ Transportation
☐ Utilities
☐ No specific area

Reason for desiring to serve on a specific citizen's committee:

fresh perspective on developing downtown

Have you previously served on any citizen's committees of City government?

no

If yes, which ones and for how long?

Do you have any particular experiences, background or education which relate to the work of the citizen's board (for which you are seeking appointment) of which the City Commission should be aware?

BS in Economic Banking mgr
experience; pres. of promotion board of OCRC

For Office Use Only:

Date Received: 5/6/22

Registered to Vote: Yes No N/A

Appointment Authority: Mayor Commission City Manager



City of Sault Ste. Marie

225 E. Portage Avenue
Sault Ste. Marie, Michigan 49783
Phone: 906/635-5261 ~ Fax: 906/635-5606

Application for Appointment to the Citizen's Boards and Commissions

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Thank you for your interest and concern in the City government. This expression of interest will be maintained in our files for one year, or until a selection is made for a particular citizen's committee.

Josiah Leach

2219 W 6th Ave, Sault Sainte Marie, MI

NAME

ADDRESS

(906) 322-8892

josiahleach777@gmail.com

PHONE

EMAIL ADDRESS

Citizen's committee desired (if more than one, please designate priority)

DDA

Applicants for Sault Ste. Marie Planning Commission: Sec. 2-60. of the City Code establishing the Sault Ste. Marie Planning Commission states that the Planning Commission "shall be representative of the important segments of the community . . . in accordance with the major interests . . . in the City . . . such as . . . natural resources, recreation, education . . . [etc.]."

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<input checked="" type="checkbox"/> Education	<input checked="" type="checkbox"/> Natural Resources	<input type="checkbox"/> Utilities
<input type="checkbox"/> Government	<input type="checkbox"/> Public Health	<input type="checkbox"/> No specific area
<input type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> Recreation	
<input checked="" type="checkbox"/> Housing	<input checked="" type="checkbox"/> Tourism	

Reason for desiring to serve on a specific citizen's committee: **To further engage tourists and locals**

Have you previously served on any citizen's committees of City government? **No**

If yes, which ones and for how long? **N/A**

Do you have any particular experiences, background or education which relate to the work of the citizen's board (for which you are seeking appointment) of which the City Commission should be aware? **Work experience at downtown businesses**

For Office Use Only:

Date Received: **4/8/22** Registered to Vote: Yes ☐ No ☐ N/A ☐

Appointment Authority: ☐ Mayor ☒ Commission ☐ City Manager



City of Sault Ste. Marie

225 E. Portage Avenue
Sault Ste. Marie, Michigan 49783

Phone: 906/635-5261 ~ Fax: 906/635-5606

Application for Appointment to the Citizen's Boards and Commissions

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Thank you for your interest and concern in the City government. This expression of interest will be maintained in our files for one year, or until a selection is made for a particular citizen's committee.

Jessica Johnston

1042 E Portage Ave

NAME

ADDRESS

906.630.0295

jjohnston@clmcaa.com

PHONE

EMAIL ADDRESS

Citizen's committee desired (if more than one, please designate priority)

SSM Housing Comm.

Dial A Ride

DDA

Applicants for Sault Ste. Marie Planning Commission: Sec. 2-60. of the City Code establishing the Sault Ste. Marie Planning Commission states that the Planning Commission "shall be representative of the important segments of the community . . . in accordance with the major interests . . . in the City . . . such as . . . natural resources, recreation, education . . . [etc.]."

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☒ Industry

☐ Transportation

☒ Education

☐ Natural Resources

☒ Utilities

☒ Government

☐ Public Health

☐ No specific area

☐ Historic Preservation

☒ Recreation

☒ Housing

☒ Tourism

Reason for desiring to serve on a specific citizen's committee: I work for Community Action.

Have you previously served on any citizen's committees of City government? No.

If yes, which ones and for how long? _____

Do you have any particular experiences, background or education which relate to the work of the citizen's board (for which you are seeking appointment) of which the City Commission should be aware? I work for Community Action

For Office Use Only:

Date Received: 4/7/2022 Registered to Vote: Yes ☐ No ☐ N/A ☐

Appointment Authority: ☐ Mayor ☒ Commission ☐ City Manager



City of Sault Ste. Marie

225 E. Portage Avenue
Sault Ste. Marie, Michigan 49783

Phone: 906/635-5261 ~ Fax: 906/635-5606

Application for Appointment to the Citizen's Boards and Commissions

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Thank you for your interest and concern in the City government. This expression of interest will be maintained in our files for one year, or until a selection is made for a particular citizen's committee.

Philip Espinosa

NAME

316 W Spruce, SSM, MI 49783

ADDRESS

610-603-6800

PHONE

a.philip.espinosa@gmail.com

EMAIL ADDRESS

Citizen's committee desired (if more than one, please designate priority)

DDA

Applicants for Sault Ste. Marie Planning Commission: Sec. 2-60. of the City Code establishing the Sault Ste. Marie Planning Commission states that the Planning Commission "shall be representative of the important segments of the community . . . in accordance with the major interests . . . in the City . . . such as . . . natural resources, recreation, education . . . [etc.]."

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<input checked="" type="checkbox"/> Education	<input type="checkbox"/> Natural Resources	<input type="checkbox"/> Utilities
<input type="checkbox"/> Government	<input type="checkbox"/> Public Health	<input type="checkbox"/> No specific area
<input checked="" type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> Recreation	
<input type="checkbox"/> Housing	<input checked="" type="checkbox"/> Tourism	

Reason for desiring to serve on a specific citizen's committee: To be involved in downtown since I live 3 blocks away.

Have you previously served on any citizen's committees of City government? I have served on community boards and commissions in the past.

If yes, which ones and for how long? Various. In numerous locations where I have lived. Workforce. Criminal justice. YMCA. Chamber of Commerce. And others. Over the course of 30 or so years.

Do you have any particular experiences, background or education which relate to the work of the citizen's board (for which you are seeking appointment) of which the City Commission should be aware? Working with teams. Engaging communities. Lived in Soo since 2013.

For Office Use Only:

Date Received: / /

Registered to Vote: Yes ☐ No ☐ N/A ☐

Appointment Authority: ☐ Mayor ☐ Commission ☐ City Manager



City of Sault Ste. Marie
225 E. Portage Avenue
Sault Ste. Marie, Michigan 49783
Phone: 906/635-5261 ~ Fax: 906/635-5606

CITIZEN BOARD OR COMMISSION

DEPARTMENT OR STAFF REPRESENTATIVE

Advisory Commission for Administration Gift of Fund

Finance Director

Airport Board

Building Department

City Election Board of Canvassers

City Clerk

City Tree Commission

City Engineer

Community Services Board

Parks & Recreation Director

Construction Board of Appeals

Building Department

Dial-A-Ride Transportation Local Council

Finance Director

Downtown Development Authority

City Manager

Ethics Board

City Clerk

Economic Development Corporation

Economic Development Director

Existing Structure Board of Appeals

Building Department

Historical Development Commission

Planning Commission

Historic Structures Management Committee

Parks & Recreation Director

Library Board of Trustees

Library Director

Local Officer's Compensation Commission

City Clerk

Planning Commission

Zoning & Planning Administrator

Policeman & Fireman Pension Board

Finance Director

Sault Ste. Marie Housing Commission

Housing Director

Sault Ste. Marie Parking Commission

Police Chief

Sault Ste. Marie Recreational Building Authority

City Manager

Seal Estate Board of Trustees

Finance Director/Treasurer

Tax Assessment Board of Review

City Assessor

Zoning Board of Appeals

Zoning & Planning Administrator

Option A

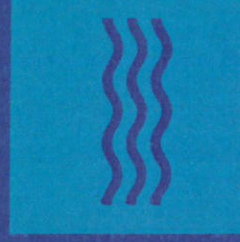
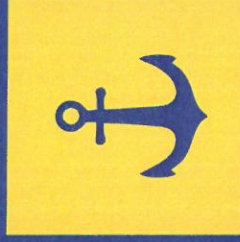
Welcome To

Sault Ste. MarieTM

- Est. 1668



DOWN TOWN



ORIGINAL MICHIGAN



SAULT STE. MARIE
906.632.7602

Designed exclusively for:	City of Sault Ste. Marie	Date:	March 1, 2022
Address:	Sault Ste. Marie, MI	Phone:	
<i>The prices, specifications, and conditions as described are satisfactory and are hereby accepted. You are authorized to do the work as specified.</i>		DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION.	
Signature _____		Date _____	
This design is the property of the designer, and may not be reproduced in any manner without permission			

Option B

Welcome To

DOWNTOWN



Sault Ste. MarieTM



ORIGINAL MICHIGAN
- EST. 1668



SAULT STE. MARIE
906.632.7602

Designed exclusively for:	City of Sault Ste. Marie	Date:	March 1, 2022
Address:	Sault Ste. Marie, MI	Phone:	
<i>The prices, specifications, and conditions as described are satisfactory and are hereby accepted. You are authorized to do the work as specified.</i>		DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION.	
Signature		Date	
This design is the property of the designer, and may not be reproduced in any manner without permission			

Option C



DOWN
TOWN

Sault Ste. MarieTM

ORIGINAL MICHIGAN - EST. 1668



SAULT STE. MARIE
906.632.7602

Designed exclusively for:	City of Sault Ste. Marie	Date:	March 1, 2022
Address:	Sault Ste. Marie, MI	Phone:	
<i>The prices, specifications, and conditions as described are satisfactory and are hereby accepted. You are authorized to do the work as specified.</i>		DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION.	
Signature _____		Date _____	
This design is the property of the designer, and may not be reproduced in any manner without permission			

FIRST AMENDMENT OF LEASE

This First Amendment of Lease ("First Amendment") by and between The Huntington National Bank, a national banking association ("Landlord") and Sault Saint Marie Downtown Development Authority, a public body corporate ("Tenant") is entered into this ___ day of _____, 2022.

WITNESSETH:

WHEREAS, Landlord is the owner of a building located at 511-515 Ashmun Street, Sault Sainte Marie, MI 49783 (the "Building"); and

WHEREAS, Tenant is in possession of certain space in the Building located on the first (1st) floor known as Suite 103 and consisting of approximately 639 square feet of leasable area (the "Premises") pursuant to a Lease Agreement dated on or about August 18, 2020 (the "Lease"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and to otherwise modify the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Coordination. Terms and capitalized words not herein expressly defined shall, to the extent the same are defined in the Lease, have the same meaning and application ascribed thereto in the Lease, it being the intent of Landlord and Tenant that the Lease and this First Amendment be applied and construed as a single instrument.
2. Renewal Term. The current term of the Lease expires July 31, 2022. The term of the Lease is hereby renewed for an additional term beginning August 1, 2022, and expiring at midnight at the end of July 31, 2024. During the renewal term, Tenant shall pay to Landlord annual base rent in equal monthly installments in the amount of \$446.83 per month.
3. Broker Commission Fee. The parties hereby agree that no real estate brokers were utilized in connection with this First Amendment.
4. Landlord Notice Information. The Landlord notice information in Article 15 of the Lease is hereby amended as follows:

Landlord: The Huntington National Bank
 5555 Cleveland Avenue
 GW 1097
 Columbus, Ohio 43231
 Attn: Lease Administration
5. OFAC Certification. Exhibit C of the Lease is hereby amended and restated to recite in its entirety as follows:

Office of Foreign Assets Control Certification.

- (a) Tenant hereby certifies to Landlord as follows:
 - (i) Tenant is not acting, directly or indirectly, for or on behalf of

any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) Tenant has not executed this Lease, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity, or nation.

(b) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

(c) Landlord and Tenant each represents and warrants to the other that neither it nor any of its affiliates, agent(s), owners, or control persons acting on behalf of it with respect to this Lease, (i) is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation on the Specially Designated Nationals and Blocked Persons List ("SDN List") or any other restrictive list maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") ("SDN List"); (ii) is engaged in any conduct prohibited under any other OFAC Sanctions program addressing targeted activities; (iii) conducts any prohibited activity while located in a country subject to OFAC sanctions; (iv) is otherwise, by virtue of status or conduct, subject to any other OFAC sanctions program; (v) is directly or indirectly owned 10 percent or more in the aggregate by one or more individuals on the SDN List, regardless of whether such entities appear on OFAC's SDN List; or (vi) has been convicted, pleaded nolo contendere, or been indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. Landlord and Tenant will each provide the other with formal notice within five (5) days of any known breach of this representation and warranty and provide an annual attestation confirming that the above-referenced representations continue to be accurate and complete.

6. Continued Full Force and Effect. Except as herein specifically modified, supplemented and/or amended, all of the terms, covenants and conditions of the Lease shall remain in full force and effect, and together with the terms and conditions of this First Amendment, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively of the Landlord and Tenant.
7. Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together will constitute one and the same instrument. This Amendment may be signed in counterparts, by electronic signature, e-mail, JPEG, PDF, or facsimile transmission, any of which shall have the rank and dignity of an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Lease as of the date first written above.

LANDLORD:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: Traci Petrides
Title: Vice President/Real Estate Manager

STATE OF OHIO :
: ss.
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Traci Petrides, the Vice President/Real Estate Manager of The Huntington National Bank, a national banking association, on behalf of the banking association.

Notary Public

TENANT:

SAULT SAINT MARIE DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

STATE OF _____ :
: ss.
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of Sault Saint Marie Downtown Development Authority, a public body corporate, on behalf of such public body.

Notary Public

Michigan Main Street Program Community Requirements and Expectations Agreement

Master Level

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“**MEDC**”), whose address is 300 N. Washington Square, Lansing, MI 48913, the City of Sault Ste. Marie, Michigan, whose address is 511 Ashmun Street, Suite 103, Sault Ste. Marie, Michigan 49783 (the “**Municipality**”), and the City of Sault Ste. Marie Downtown Development Authority (the “**DDA**”) (collectively, the Municipality and the DDA are referred to as the “**Community**”). The MEDC and the Community are each a “**Party**” and collectively, are the “**Parties**” to this Agreement, for the purpose of implementing the MEDC’s Michigan Main Street Program (“**MEDC MMS Program**”) in the Community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Chicago (the “**NTHP NMSC**”), to provide technical expertise, training and services to designated Michigan communities pursuant to the MEDC MMS Program;

WHEREAS, the Community’s Local Michigan Main Street Program (the “**Local Program**”) has successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC MMS Program) and have been accredited based on the Six Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC MMS Program requirements and expectations for the Local Program, pursuant to its designation as a Master Michigan Main Street Community (“**MMS Community**”) and pursuant to contractual arrangements between the NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of Sault Ste. Marie, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the Parties have agreed to do as follows:

SECTION I. The Community agrees to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Michigan Main Street program in the Community and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a

new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach™, to actively lead the Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities to the satisfaction of the MEDC.
3. Fund the Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MEDC MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
 - B. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstated if the issues are resolved to the satisfaction of the MEDC.
 - C. Full-time equivalent (FTE): At minimum, one (1) individual from the Community must be present for the entirety of the provided service. It is not acceptable for two (2) individuals to divide the time between them.
 - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC MMS Program Trainings.
 - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC MMS Program Trainings.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MEDC MMS Program.
6. Submit complete and accurate annual reports by November each year on the form provided by the MEDC MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports**.”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Six Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Local Program must meet these

standards at the end of each two-year period or the MEDC may terminate this Agreement pursuant to Section III(16) of this Agreement.

9. Utilize the MEDC MMS Program name and logo with MEDC pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC MMS Program name and logo are trademark protected. Any MEDC MMS Program road signs given to the Community by the MEDC are property of the MEDC and shall be returned if the Community is no longer an MMS Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as an MMS Community. Changes to either of these require MEDC approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director. If requirements of this Agreement are not met to the satisfaction of the MEDC, MEDC MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met to the satisfaction of the MEDC, MEDC MMS Program services will be reinstated. If requirements continue to not be met to the satisfaction of the MEDC may terminate this Agreement pursuant to Section III(16).
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of the Community's responsibilities under this Agreement. The Community further acknowledges that the MEDC is not responsible to the Community and/or the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as an MMS Community.
13. If the Community is engaged in the Redevelopment Ready Communities® Program, it shall discharge all duties and responsibilities related to the Community's participation in the Redevelopment Ready Communities® Program, including, without limitation, the Community's obligations as outlined in its Redevelopment Ready Communities® Program Memorandum of Understanding with the MEDC, and remain engaged and in good standing in the Redevelopment Ready Communities® Program, as determined solely by the MEDC.
14. Acknowledge that third-party technical assistance is only available for eligible MEDC MMS Program participants, as determined solely by the MEDC.

SECTION II. The MEDC agrees to provide these services subject to the Community's compliance with this Agreement:

1. Provide customized program training and technical assistance to the Community and Local Program, including any of the following services, which may be modified by the MEDC MMS Program, in its sole discretion, to meet programmatic needs:

Program Services provided to Master MEDC MMS Communities:

- Director Selection Assistance (V/C)*
- Board Training (V/C)*
- Business Recruitment
- Downtown Future services
- Director Training (V/C)*
- Committee/Taskforce Training (V/C)*
- Design Consultation/Services (V/C)*
- MEDC/MMS Trainings
- Branding Service (V/C)*
- Biennial Accreditation visits with the National Main Street Center (V/C)*
- Mentoring Opportunities

* (C) = Services provided within community

* (V) = Services provided virtually, at the discretion of the MEDC

2. Conduct MEDC MMS Program forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section I above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following the acceptance of the Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by the Local Program and subject to the MEDC MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC may request the assistance of other State or Federal agencies.

6. Design/Consultation/Service for up to one (1) building per year for the term of this Agreement. Consultation/Service may be scheduled according to the Community's needs with a maximum of one (1) service provided per year.
7. Invite the Local Program to attend training and technical assistance opportunities in the other Select or Master MMS Communities.
8. Accredit, on behalf of the NTHP NMSC, all eligible MMS Communities that meet the above Minimum Participation Standards (Section I) and the NTHP NMSC Six Standards of Performance outlined in Attachment 1, as determined in the sole discretion of the MEDC.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2022, shall remain in effect until the earlier of December 31, 2023, or such time as the "**Termination or Cancellation**" provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III(16).
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and each of their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC ("Confidential Information") without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC's prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to the Community a license to utilize the MEDC MMS Program trade names, trademarks, logo, and/or service marks ("MEDC Marks") for the express purpose of publicizing the Community's selection and involvement as an MMS Community. The Community's use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** The Community acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. The Community acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC's ownership of the Marks.

5. **INDEMNIFICATION AND LIABILITY INSURANCE.** To the extent permitted by law, the DDA and the Municipality both shall, and shall both cause the Local Program to, indemnify, defend, and hold harmless MEDC and its subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community's and/or Local Program's operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC. The Municipality and the DDA are both jointly and severally liable for all obligations under this Agreement.
6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed. The Parties agree that that certain Michigan Main Street Program Community Requirements and Expectations Agreement dated September 3, 2019 between the MEDC, the Community, and the Local Program is terminated.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, neither the Municipality, nor the DDA, shall assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Municipality, the DDA or the Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.

9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MEDC, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
12. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
13. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC MMS Program is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
14. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

16. **TERMINATION OR CANCELLATION.**

- A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community (“Notice of Default and Intent to Terminate”) upon the occurrence of any of the following events or conditions (“Event of Default”):
- (i) any representation or covenant made by the Community is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
 - (ii) The Community’s and/or its Local Program’s failure to comply with any of the requirements of this Agreement;
 - (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.
- B. Notwithstanding the foregoing, the Community acknowledges that MEDC’s performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC’s ability to fund and administer the MEDC MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community, or with such other time period as MEDC, in its sole discretion, deems reasonable.
- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MEDC nor the Community shall have any further obligation to perform under this

Agreement. The Community shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement. Further, in the event that this Agreement is terminated, the Community will no longer be an MMS Community and all rights associated with the Community's participation in the MEDC MMS Program will be revoked, including the right to use the MEDC MMS Program name and logo.

- E. In the event of termination or cancellation of this Agreement by the Community, the Community shall be obligated to reimburse the MEDC for the cost of all third party services provided by the MEDC to the Local Program pursuant to the terms of this Agreement. Such cost shall be determined solely by the MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by the MEDC.

17. **RESERVATIONS.** The MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
19. **Failure to sign and submit this agreement to MEDC on or before, July 26, 2022, will result in the termination of the Community's participation in the MEDC MMS Program.**

[signatures follow on next page]

Date _____

Date _____

Date _____

National Trust for Historic Preservation / National Main Street Center

**Six Standards of Performance
for Accreditation**

1. Broad-based Community Commitment to Revitalization
2. Inclusive Leadership & Organizational Capacity
3. Diversified Funding and Sustainable Program Operations
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Measurable Result

