

CITY OF SCOTTVILLE  
COMMISSION MEETING AGENDA  
City Hall 105 N Main St

1547<sup>th</sup> Regular Meeting Monday June 26<sup>th</sup>, 2023, at 6:00 PM

1. Call to Order at 6:00 PM
2. Pledge of Allegiance
3. Roll Call

4. Additions to the Agenda

5. Approval of Agenda

6. Approval of the Consent Agenda

*Consent Agenda items are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.*

A. Approval of 1546<sup>th</sup> Regular Meeting Minutes

B. Approval of Bills in the amount of \$20,751.52

7. Public Comment

Those addressing Commission are asked to provide their name and address and will be limited to two minutes of speaking time. The Commission will hear all comments pertaining to agenda items only.

8. Correspondence

9. Department Reports

a. City Manager

b. Police Chief

c. City Attorney

d. Mayor

e. Treasurer/Clerk- Revenue Expenditure Report

f. Assessor

g. Department of Public Works

h. Committee Reports

i. Mason County Commissioner Representative

j. MCRFA Representative

k. DDA Representative

10. Unfinished Business- None

11. New Business

a. DDA Sculptor Contract

b. Special Election Notice Resolution 23-14

c. Budget Amendments 23-15

12. Public Comment

*Those addressing Commission are asked to provide their name and address and will be limited to three minutes of speaking time. Commission will hear all comments for future consideration but will not have a response at this time. Letters submitted to Commission will not be publicly read. Thank you for your cooperation.*

13. Commissioner Comment

14. Adjournment

**OFFICIAL PROCEEDINGS OF THE CITY COMMISSION OF THE CITY OF SCOTTVILLE, MICHIGAN.**

The 1546<sup>th</sup> Regular Commission meeting of the Scottville City Commission held at City Hall 105 N. Main St on June 12<sup>th</sup>, 2023. Called to order at 6pm by Mayor Marcy M. Spencer.

**Present at Roll Call:**

Alway  
Spencer  
Deering  
Seiter

**Absent:** Copenhaver (Tardy; 6:05pm)

**Also in attendance:** Manager Newkirk, Attorney Nettleton (Tardy; 6:05 pm), Clerk Lester, Treasurer Shafer, and Sergeant Skinner.

**Additions/Deletions to Agenda-**

**Approval of Agenda**

Motion, by Deering with support from Seiter to approve the agenda as presented.

Motion carried.

**Approval of Consent Agenda**

Motion, by Seiter with support from Deering to approve the consent agenda as presented.

Motion carried.

**Public Comment-**

Belinda Jabrocki  
Tom Rotta

**Correspondence-** None

**Department Reports**

- a. City Manager- Newkirk reported finalizing several contracts/projects he'll speak to later on the agenda. He reminded the board the end of the fiscal year is 6/30/23. Several parties interested in developing McPhail Field have contacted him recently.
- b. Police Department- Statistical report provided. Diving headfirst into Ordinance/Blight violations. Good response from residents. Safe team response drill with MCC staff. Suicide awareness and prevention training. Training on updated breathalyzer equipment scheduled for next month.
- c. Mayor- None
- d. Attorney- None
- e. Treasurer/Clerk- None
- f. DPW- None
- g. Assessor- None
- h. Committee Reports- None
- i. Mason County Commissioner Representative-  
Hull offered the County is discussing a request for additional staff in the prosecutor's office. They will be retaining a consultant to help fill the Administrators position (Knizacky to retire in 2024). Several interested parties for development on county owned property adjacent to the airport.
- j. MCRFA Representative –None
- k. DDA Representative- None

**Unfinished Business**

a. **Commission Appointment/Oath of Office**

Motion, by Alway with support from Seiter to accept the letter of interest submitted by Randy Wyman to fill the Commissioner at-Large, Partial Term vacancy to expire 2026.

Motion carried.

\*Clerk Lester administered Oath of Office to Wyman, who then joined the meeting\*

**New Business-**

a. **Relinquishment of Rights to Vacated Alley**

Alley was vacated 1/6/1975, lingering rights to be relinquished to developers of the Dollar General Market location 209 S. Main St.

Motion, by Seiter with support from Copenhaver to relinquish rights to vacated alley to Dollar General developers.

Roll Call Vote

Yes; MS, RA, DC, RW, AD, AS No; 0 Absent; 0 Abstain; 0

Motion carried.

b. **Interlocal Agreement DDA/BRA Resolution 23-13**

Downtown Development Authority met 6/8/23 and agreed to forfeit their TIF capture on the DG development at 209 S. Main St.

Motion, by Alway with support from Seiter to approve the Interlocal agreement between the Downtown Development Authority and the Scottville Brownfield Redevelopment Authority, resolution 23-13 as presented.

Roll Call Vote:

Yes; MS, RA, DC, RW, AD, AS No; 0 Absent; 0 Abstain; 0

Motion carried.

c. **Clown Band Proclamation Resolution 23-09**

Motion, by Alway with support from Copenhaver to approve resolution 23-09 as presented.

Motion carried.

Roll Call Vote

Yes; MS, RA, DC, RW, AD, AS No; 0 Absent; 0 Abstain; 0

Motion carried.

d. **Ludington Sesquicentennial Proclamation Resolution 23-10**

Motion, by Seiter with support Alway from to approve resolution 23-10 as presented.

Roll Call Vote

Yes; AS, AD, RW, DC, RA, MS No; 0 Absent; 0 Abstain; 0

Motion carried.

e. **2023 Tax Foreclosed Property**

Motion, by Deering with support from Seiter to decline the tax foreclosed property presented from the Mason County Treasurer; Parcel 052-180-026-00.

Roll Call Vote

Yes; MS, RA, DC, RW, AD, AS No; 0 Absent; 0 Abstain; 0

Motion carried

f. **Boat Launch Fee Resolution 23-12**

Nettleton offered this as a returning item, resolution will finalize the imposition of a parking fee of \$5 per vehicle for daily use at the boat launch.

Motion, by Deering with support from Seiter to approve resolution 23-12 with the adopted revisions noted by Attorney.

Roll Call Vote

Yes; MS RW RA DC AD AS No; 0 Absent; 0 Abstain; 0

Motion carried

**g. Republic Contract Extension**

Republic Representative A.J. Johnson presented options to extend the existing contract for refuse/recycling services.

Motion, by Deering with support from Wyman to accept the 1-year extension as presented on the existing contract between the City of Scottville and Republic Services.

\*Note Request for Proposals will be sought prior to the end of the motioned contract.

Roll Call Vote

Yes; RA DC AD AS MS RW No; 0 Absent; 0 Abstain; 0

Motion carried

**\*Public Hearing\***

**h. Dollar General Market/Brownfield Redevelopment Authority Plan Resolution 23-11**

1. Motion, by Alway with support from Copenhagen to close the regular 1546<sup>th</sup> meeting and Open Public Hearing.

Motion carried

a. Discussion with Brownfield specialist, Fishbeck representatives and Midwest V, LLC Developers.

b. Public Comment

Roy Holden

Tom Rotta

c. Commissioner Comment

Al Deering

Randy Wyman

Rob Alway

2. Motion, by Deering with support from Wyman to close the Public Hearing and reconvene the Regular 1546<sup>th</sup> meeting.

Roll Call Vote

Yes; DC, AD, AS, MS, RW, RA No; 0 Absent; 0 Abstain; 0

Motion carried

3. Motion, by Alway with support from Wyman to approve the Dollar General Market/Brownfield Redevelopment Authority Plan Resolution 23-11 as presented.

Roll Call Vote

Yes; AD, AS, MS, RW, RA, DC No; 0 Absent; 0 Abstain; 0

Motion carried

**\*Public Hearing\***

**i. Truth in Taxation**

1. Motion by, Deering with support from Seiter to close the Regular 1546<sup>th</sup> meeting and open Public Hearing for Truth in Taxation.

Motion carried

\*Commissioner Deering left chamber briefly at this time

- a. Discussion with Commissioners and City Manager Newkirk on the levy of 1.2654 mills in the operating tax millage rate in 2023.
  - b. Public Comment  
Linda Holden  
Tom Rotta  
Roy Holden
  - c. Commission Comment  
None
2. Motion, by Seiter with support from Wyman to close the Truth in Taxation Public Hearing and reconvene the 1546<sup>th</sup> Regular Meeting.  
Motion carried.
  3. Motion, by Deering with support from Alway to accept the millage rate request of 18.3836.  
Roll Call Vote  
Yes; AS, MS, RW, RA, DC, AD No; 0 Absent; 0 Abstain; 0

**Public Comment-**

Art Wallager  
Tom Rotta

**Commissioner Comment**

Deering  
Spencer  
Wyman

**Adjournment**

Motion, by Seiter with support from Wyman to adjourn.  
Motion Carried 7:32pm.

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Kelse Lester, Clerk

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Marcy M. Spencer, Mayor

SCOTTVILLE INVOICE REGISTER FOR CITY OF SCOTTVILLE

EXP CHECK RUN DATES 06/13/2023 - 06/26/2023

POSTED AND UNPOSTED

OPEN AND PAID - CHECK TYPE: PAPER CHECK

Invoice Number	Vendor Name	Description	Bank Account	Inv Amt
7-2023	SCOTTVILLE POSTMASTER	466 WATER BILLS	POOL	223.68
7-1-2023	BLUE CROSS BLUE SHIELD OF MICHIGAN	INSURANCE	POOL	379.27
6-11-2023	HANNAH, JEFF	POOL EXPENSE	POOL	15.87
6476	C-N-C ELECTRIC	ELECTRICAL REPAIR	POOL	3,597.05
7-2023	CITY OF SCOTTVILLE--WATER/SEWER DEP	WATER/SEWER	POOL	424.67
6-2023	ZIEHM L.P. GAS	PROPANE	POOL	672.00
06092301	DMC UNLIMITED	COMPUTER REPAIR COMMISSIONER	POOL	39.50
4953234769	HOME CITY ICE COMPANY	ICE	POOL	258.10
JUNE 2023	GREATAMERICA FINANCIAL CO	LEASED EQUIP	POOL	576.46
029597	JOHN TYRON	WOOD	POOL	1,125.00
6-16-2023	CARIBOU SERVICES INC	PORTA JONS	POOL	365.00
6-2023	CITY OF SCOTTVILLE--PETTY CASH	EQUIP	POOL	100.00
690704,690705,690706	MIKA, MEYERS, BECKETT & JONES, PLC	LAWYER MATTERS	POOL	9,500.00
287309977146x0619202	AT & T MOBILITY	PHONES	POOL	299.29
20323178062	CONSUMERS ENERGY	LIGHTS	POOL	79.69
0002354061323	SPECTRUM BUSINESS	CABLE	POOL	886.24
1497236	STRONG INDUSTRIAL SUPPLY	RIVERSIDE PARK	POOL	171.52
0615344	DMC UNLIMITED	COMPUTER UPDATES	POOL	559.20
6-22-2023	TNT ENTERPRIZE	MOWING	POOL	1,185.00
485966-0	JACKPINE BUSINESS CENTER	RIVERSIDE	POOL	23.98
6-21-2023	TNT ENTERPRIZE	CODE MOWING	POOL	270.00
Report Total:				20,751.52

June 2023

I attended training for Public Financial Statements in Lansing with Michigan Government Finance Officers Association (MGFOA). Thursday I was in training for Year End Financial Statements with MGFOA.

Kelse and I have prepared everything for our 1-day audit with Brinkley DeLong on July 6<sup>th</sup>

The July water bills have gone out.

I have submitted all the mortgage code to Mason County Equalization for our summer tax bills. The tax bills will go out the first part of July.

Kelse and I have been looking into an incentive to get our residents to sign up for email water bills and ACH for their water bill.

Our current campground program will be obsolete this fall. I have reached out to Camp Spot to see if their software would be the best software of our campground.

### **Clerks Report 6/22/23**

Preparing requested documents for upcoming audit. Brickley Delong will be on site for the initial visit 7/6/23. Working with County Clerk, Attorney Nettleton and Manager Newkirk on Special Election 11/7/23. Nominating petitions will be available Monday through Friday 8am-5pm (upon approval of items later on the agenda) beginning 7/1/23. Petitions will be accepted until 4pm Monday, July 17<sup>th</sup>, 2023. FOIA request completed. McPhail field is hopping this time of year with rec leagues, several benefit tournaments scheduled.



## CITY OF SCOTTVILLE DDA SCULPTURE CONTRACT

### DEFINITIONS:

1. AMENDMENT shall mean an agreement that changes any term or condition hereof.
2. BUYER shall mean City of Scottville DDA, located at 105 N. Main St. Scottville, MI 49454.
3. ARTIST shall mean Rebel Forge, LLC.
4. CONTRACT shall mean this Contract for Commissioning of Artwork
5. DESIGN shall mean the description, specifications for, model of, and/or drawings of the WORK.
6. SUBCONTRACTOR(S) shall mean one not in the employment of the
7. ARTIST, who is performing all or part of those services under this CONTRACT under a separate contract with the ARTIST, and who is considered an independent contractor.
8. WORK shall mean the work of art to be designed, executed, fabricated, transported, and/or installed under this contract.

This CONTRACT is made and entered into by and between City of Scottville DDA, hereinafter called the BUYER, with offices at 105 N. Main St. Scottville, MI 49454 and Rebel Forge, LLC, hereinafter called the "ARTIST", with offices at 2122 W. Hansen Rd. Scottville, MI 49454.

The BUYER and the ARTIST, for the consideration, covenants, and conditions hereinafter set forth, do agree as follows:

#### 1. RETENTION OF ARTIST

The BUYER does hereby retain the ARTIST to perform the work and services hereinafter described. The ARTIST is an independent contractor and shall furnish all supervision, labor, materials, supplies, equipment or use thereof, travel expenses, and all other incidentals, except as specifically provided below, and shall conduct and complete the work in a competent and professional manner.

#### 2. TIME SCHEDULE

The ARTIST shall commence work upon the effective date of this CONTRACT and shall complete the WORK including all phases under this CONTRACT by September 21st, 2026, with a target installation date of July 7th, 2025 with an unveiling planned for the following Saturday, July 12th.

The effective date of the CONTRACT is determined to be the date that both the ARTIST and BUYER have signed this CONTRACT.

Such time for completion may be extended by the joint agreement of the parties to the extent the ARTIST actually incurs delays in the design, fabrication, delivery and/or installation of the WORK due to circumstances unforeseen or uncontrollable by the ARTIST at the time of the signing of this CONTRACT.

### 3. SCOPE OF WORK

#### A. Description of Work

The ARTIST shall complete the fabrication, delivery and/or installation of the WORK in reasonable conformity with the DESIGN for the WORK, as described below.

The DESIGN is attached to this CONTRACT as Attachment A, and by this reference, incorporated into this CONTRACT as though set forth fully herein.

A description of the WORK is as follows: A three-dimensional representation of Scottville's connection to forestry, agriculture, PM River and the Scottville Clown Band.

#### B. Location

Upon completion of the WORK as described herein, the ARTIST shall install the completed work at the Scottville Optimist Park (105 W. Green St. Scottville MI 49454)

#### C. Other Obligations

If other obligations, are necessary it will be the responsibility of the party indicated below. The other obligations are as follows:

BUYER: Must prepare the installation site with power, appropriate lighting, necessary permits, MISS-DIG flags, and 3" of compacted gravel at the elevation determined by the artist.

ARTIST:

The ARTIST shall have the opportunity to review and approve any plans or specifications prepared by BUYER as part of the other obligations described above, including but not limited to detailed plans and/or specifications for site preparation, and/ or the design of base, footing, or other anchoring devices for the WORK, as appropriate.

#### D. Identification Plaque

BUYER shall provide and install a permanent identification plaque near or as part of the WORK at a location agreed upon by the ARTIST and BUYER. The ARTIST will be granted approval of the contents and material of such plaque.

#### E. Additional Documentation

As reasonably requested by BUYER during the performance of this CONTRACT, the ARTIST shall prepare and present to the BUYER updates, sketches, drawings, and/or other documents.

#### 4. CHANGES TO WORK PRIOR TO COMPLETION

A Party may request that changes be made to the DESIGN up until the start of the 3D scanning process for casting. Prior to execution of any significant change to the DESIGN, as described in Section 3 and/ or Attachment A, the following procedure shall be followed:

A. The party requesting the changes shall present the proposed changes in writing to the other party for further review and approval. Upon a request by BUYER, ARTIST will provide a detailed description of any major changes in the concept, scope, dimensions, materials, and/or location of the WORK, or any change that will alter delivery timeframes, installation scheduling, site preparation, or the WORK itself.

B. When the parties agree with the changes to the WORK, as detailed by the ARTIST, written approval in the form of an AMENDMENT to this CONTRACT shall be issued stating the approved change(s) and attached to this CONTRACT, and by this reference, incorporated into this CONTRACT as though set forth fully herein.

#### 5. REVIEW OF WORK IN PROGRESS

BUYER shall have the right at commercially reasonable times to review the progress of the WORK and the WORK itself, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT.

#### 6. FINAL PROJECT DOCUMENTATION

The ARTIST shall submit a certificate of authenticity to the BUYER prior to the release of final payment.

#### 7. PAYMENT

##### A. Payment for Work Performed

The ARTIST shall be paid by BUYER for all work and/or services related to this CONTRACT. Such payment shall be full compensation for all work performed and/or services rendered to complete the WORK. Consistent with the payment timetable set forth below, payment shall be made within 30 days after receipt of ARTIST'S invoice.

The total cost for the WORK shall be \$110,000.00 USD. The ARTIST fee shall be set at \$50,000.00 and the Expenses are set at \$60,000.00.

BUYER shall make final payment upon delivery of the WORK, accompanied by receipt of the ARTIST'S final invoice. Payment not received within thirty (30) days shall be subject to a late

fee of three percent (3%) of the total amount of the INVOICE, with interest accruing on the unpaid balance due at the rate of 6% per annum.

## B. Payment Schedule

Payments will be made as set forth below:

STAGE 1: (\$55,000) 50% of Artists Fee and 50% of Expenses budget upon execution of contract.

STAGE 2: (\$42,500) 25% of Artists Fee and 50% of Expenses upon the later of completion and BUYER'S approval of final clay model or May 4th, 2024.

STAGE 3: (\$12,500) 25% of Artists Fee upon installation of the final sculpture.

## C. Taxes

The ARTIST is responsible for all applicable taxes, including state sales/use and excise taxes, local and federal taxes, which may be due from him/her as a result of this CONTRACT.

## D. Billing Procedures

The ARTIST shall submit invoices to BUYER via electronic mail. Such invoices shall be deemed received within one (1) hour of transmission, and shall be sent to DDA at: Joe @Smith-Eddy.com, with a copy to: City Treasurer at treasurer@CityofScottville.org

## 8. ARTIST AS INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship IS created by this CONTRACT. The ARTIST performing under this CONTRACT is not an employee, SUBCONTRACTOR, or agent of BUYER. The ARTIST will not hold himself/herself out as nor claim to be an officer or employee of BUYER nor will the ARTIST make any claim of right, privilege, or benefit which would accrue to an employee under law.

Conduct and control of the work completed under this CONTRACT will be solely with the ARTIST. The ARTIST shall execute the WORK at a location determined by the ARTIST.

## 9. COPYRIGHT AND REPRODUCTION RIGHTS

The ARTIST shall retain all rights under copyright law to which the WORK, preliminary studies, drawings, specifications, and models may be subject. The ARTIST represents and agrees that the ARTIST is the sole creator of the WORK and that the WORK has not been previously displayed in whole or part, and that nothing in the WORK will infringe the copyright of any third party. Nothing shall prevent the ARTIST from creating future artwork in the ARTIST'S manner and style of artistic expression.

The ARTIST grants to BUYER solely the singular WORK detailed herein. BUYER may reproduce in any manner a photographic image of the WORK for use of such image and reproductions thereof in marketing and promotional materials for BUYER and the City of

Scottville (collectively “Scottville”), including but not limited to use on Scottville’s social media, websites, and other marketing materials. BUYER may also create derivative works from the WORK in connection with marketing and promotional activities for Scottville (including without limitation inclusion of the WORK on Scottville memorabilia that is offered for sale), provided that (1) the sale of merchandise incorporating the WORK shall be subject to ARTIST’S prior written consent, which shall not be unreasonably withheld, (2) BUYER shall be given the opportunity to either create illustrations of the WORK or approve third party illustrations created for this purpose, which shall not be unreasonably withheld, and (3) BUYER shall pay to ARTIST a 15% royalty on the Net Proceeds from the sale of such merchandise. For purposes of this Agreement, “Net Proceeds” shall mean gross proceeds received by BUYER for merchandise incorporating the WORK less the cost of expenses reasonably attributable to the sale of such merchandise, including, without limitation, product development costs, legal expenses, and marketing expenses. FOR THE AVOIDANCE OF DOUBT, THE ARTIST GRANTS NO OTHER RIGHT(S) OF REPRODUCTION IN ANY FORMAT, NOW KNOWN OR HEREAFTER DISCOVERED. ANY VIOLATION OR THREATENED VIOLATION OF THIS CLAUSE SHALL ENTITLE THE ARTIST TO SEEK, WITHOUT THE NEED TO POST BOND, INJUNCTIVE RELIEF, WITH ALL COSTS RELATED TO SUCH ENFORCEMENT TO BE BORNE BY BUYER.

ARTIST waives any rights ARTIST may have pursuant to the Visual Artists Rights Act of 1990 (17 USC §106A(a) at 113(d)) or any other similar local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (“Moral Rights Laws”) to prevent any distortion, mutilation, modification or destruction of the WORK, or other activities conducted by BUYER for whatever reason, in accordance with 17 USC §106(A)(e)(1). BUYER shall have the right to change, modify, destroy, remove, move, replace, repair, or restore the WORK without ARTIST’S consent. BUYER has no obligation to pursue claims against third parties for modifications or damage to the WORK done without BUYER authorization. However, BUYER may pursue claims against third parties for modifications or damage to or restore the WORK if the WORK has been modified without BUYER’S authorization, and ARTIST shall cooperate with BUYER’S efforts to prosecute such claims.

#### 10. ACKNOWLEDGEMENT OF BUYER

Any information releases or media announcements, including photographs of the artist or the WORK, produced by a party, or his/her representative(s), and concerning the WORK or services performed under this CONTRACT, prior to the completion of the WORK, will be submitted to both parties for approval prior to any final distribution, and such approval shall not be unreasonably withheld, provided that failure to respond within seven (7) days to such proposed release or announcement shall constitute approval. BUYER’S information release, media announcements, or other use of the WORK after completion shall not be subject to this Section and shall instead be subject to Section 9.

#### 11. OWNERSHIP OF DOCUMENTS AND MODELS

ARTIST-prepared materials submitted under this CONTRACT shall be returned to the ARTIST. The Artist retains the rights to originals. Should the ARTIST exhibit or sell the originals of the preliminary studies he shall attribute BUYER as the entity commissioning the WORK.

## 12. NONASSIGNABILITY

Neither this CONTRACT, nor any claim arising from this CONTRACT, shall be transferred or assigned by a party without prior written consent of the other party, provided that BUYER may assign either the CONTRACT or the rights granted herein to the City of Scottville without receiving ARTIST's consent. Notwithstanding the foregoing, ARTIST'S estate, executor or heirs may enforce the terms hereof.

## 13. INDEMNIFICATION; RISK OF LOSS

To the extent permitted by law, BUYER shall indemnify and hold harmless the ARTIST from any and all claims, costs, damages, or expenses arising out of any breach, threatened breach or other action taken to enforce ARTIST'S rights hereunder. Furthermore, BUYER shall indemnify and hold ARTIST harmless in the event of injury, death or dismemberment resulting from public display of the work. In addition, BUYER agrees to carry appropriate general liability and physical damage insurance policies on the work.

ARTIST shall indemnify and hold harmless BUYER from and against any and all claims, costs, damages, or expenses arising out of any violation of Section 14 and/or any third party intellectual property infringement claims relating to the WORK.

Risk of loss in the WORK shall remain with ARTIST until delivery and installation. ARTIST shall be responsible for liability and insurance relating to the WORK prior to delivery and installation, and ARTIST agrees to carry appropriate general liability, physical damage, and intellectual property infringement insurance policies on the WORK.

## 14. WARRANTY OF TITLE

The ARTIST warrants and represents that, upon delivery of the WORK and final payment to the ARTIST, BUYER shall acquire good title to the WORK, and that the WORK shall be free from any and all claims, liens, and charges by any person or entity, including but not limited to any employee, supplier, or SUBCONTRACTOR. Notwithstanding the foregoing, in no event shall BUYER receive title until and unless all outstanding invoices have been paid.

The ARTIST warrants and represents that the WORK is the result of the artistic effort of the ARTIST or disclosed and attributed collaboration, the WORK does not infringe upon any copyright, and that the WORK is unique and limited to an edition of one (1).

## 15. ADDRESSES FOR NOTICES AND DOCUMENTS

All notices, forms, reports, and other documents required under this CONTRACT or regarding the performance of this CONTRACT shall be delivered or mailed to the addresses stated below, or to such other address as may be specified hereafter by either party for itself by notice to the other party:

For BUYER:

105 N. Main St. Scottville, MI 49454

For ARTIST:

1603 W. Crystal View Rd. Scottville, MI 49454

16. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of the CONTRACT unless stated to be such in writing, signed by authorized representative of both parties.

17. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the CONTRACT.

18. TERMINATION FOR DEFAULT

In the event that a party has failed to comply with the conditions of this CONTRACT, an aggrieved party has the right to suspend or terminate the CONTRACT. Before suspending or terminating the CONTRACT, an aggrieved party shall notify the other party in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the CONTRACT may be terminated or suspended by the aggrieved party. Such termination does not relieve ARTIST from delivering the work, in whatever state of completion it is in upon the date of termination; nor does it relieve BUYER from paying for all work completed up to and including the date of termination.

19. TERMINATION FOR DEATH OR INCAPACITY

If the ARTIST becomes unable to complete this CONTRACT due to death or incapacitation, such death or incapacity will not be deemed a breach of this CONTRACT.

However, nothing in this section shall obligate BUYER to pay for more of the WORK than was completed prior to such death or incapacity, unless the work is substantially complete and reasonably able to be installed as is.

In the event of incapacity, the ARTIST shall assign the ARTIST'S obligations and services under this contract to another artist provided that BUYER in its sole discretion, approves of the new artist, such new artist shall have the right to complete the WORK, and BUYER shall have all rights relating to such completed WORK as set forth herein.

In the event of the death of the ARTIST, this CONTRACT shall terminate effective the date of death. Should BUYER accept the partially completed WORK, the ARTIST'S executor shall allow BUYER to arrange for delivery of WORK to BUYER in whatever

form or degree of completion it may be at the time. Title to the WORK, along with all copyright and all intellectual property rights relating to the WORK, shall at that point transfer to BUYER. However, the WORK shall not be represented to be the completed WORK of the ARTIST unless BUYER is otherwise directed by the ARTIST'S estate.

20. TERMINATION PROCEDURE

Upon termination of this CONTRACT, BUYER, in addition to any other rights provided in this CONTRACT, may require the ARTIST to deliver to the BUYER the WORK in the current state, together with any drawings, specifications, and models.

BUYER shall pay the ARTIST for services performed and goods delivered prior to the effective date of termination, consistent with the schedule of payments set forth herein. At the request of BUYER, the ARTIST shall return to BUYER any unexpended advance funds provided by BUYER in excess of expenses already incurred.

21. AMENDMENT

This CONTRACT may be amended by mutual agreement of the parties. Such AMENDMENTS shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

22. GOVERNING LAW; VENUE.

This CONTRACT shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Proper venue for any action related to this CONTRACT is the Mason County, Michigan Circuit Court.

23. ENTIRE AGREEMENT

This CONTRACT, including any referenced attachments, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral shall be deemed a part hereof.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed below by their duly authorized signatories.

**I. BUYER**

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title



\_\_\_\_\_  
Date ARTIST

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

ATTACHMENT A – DESIGN & DETAILED DESCRIPTION OF THE WORK

**CITY OF SCOTTVILLE**

**COUNTY OF MASON, MICHIGAN**

At a regular meeting of the City Commission of the City of Scottville, held at the City Hall, 105 North Main Street, Scottville, Michigan, on the 26th day of June 2023, at 6:00 p.m., Local Time.

PRESENT: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_:

**RESOLUTION NO 23-14**

**RESOLUTION TO CALL SPECIAL ELECTION FOR PURPOSE OF FILLING THE VACANCY IN THE OFFICE OF CITY COMMISSIONER AND MATTERS RELATED THERETO**

WHEREAS, there exists a vacancy in the office of Commissioner on the City Commission;  
and

WHEREAS, pursuant to Section 6.6(b) of the Charter of the City of Scottville (the “City Charter”), when a vacancy occurs in the office of City Commissioner which is not filed by appointment of the City Commission within 30 days of the declaration of such vacancy, said vacancy is to be filled at a special election called by the City Commission in accordance with Section 4.4 of the City Charter, the Home Rule City Act, Act 279 of the Public Acts of Michigan of 1909, as amended (“Act 279”), and the Michigan Election Law; and

WHEREAS, the next regular election date upon which to hold a special election is the November 7, 2023 regular election date; and

WHEREAS, pursuant to Section 4.4 of the City Charter, a special City election shall be held when called by resolution of the City Commission, such resolution to be adopted at least forty (40) days in advance of such election or by the general laws of the State; and

WHEREAS, the City Commission desires to hold a special election on the next regular election date, November 7, 2023, for the purpose of allowing the City electors to elect a candidate to complete the unexpired term of the office of City Commissioner.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Commission hereby calls a special election to fill the vacant City Commission seat, such special election to be held on November 7, 2023, pursuant to the provisions of the City Charter, Act 279, and the Michigan Election Law. The special election shall be held in conjunction with the November 7, 2023 regular election date and all applicable filing deadlines, polling places, precincts served, hours of voting, and election inspectors shall be the same as any City general election and as required by applicable law.

2. The City Clerk is authorized and directed to coordinate as necessary with the Mason County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the special election called for herein.

3. The City Clerk is hereby requested to make the necessary arrangements for providing the notice of the last day of registration and notice of election in the manner provided in the Michigan Election Law.

4. The Mason County Board of Canvassers is hereby authorized and requested to canvass the results of the election based on the returns of the election inspectors of the participating

municipalities, and to certify the results of the election to the City Commission and issue a certification of election.

5. In all particulars not recited in this resolution, the special election shall be held and conducted as provided for by law for holding municipal elections.

6. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

ABSTAIN: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Kelse Lester, City Clerk  
City of Scottville

STATE OF MICHIGAN )

) ss.

COUNTY OF MASON )

I, the undersigned, the duly qualified and acting Clerk of the City of Scottville (the "City"), do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Commission at a regular meeting held on the 26th day of June 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 26<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Kelse Lester, City Clerk  
City of Scottville

NOTICE

CITY OF SCOTTVILLE

NOMINATING PETITIONS

Special Election 11/7/2023

Any person eligible to be nominated for the position of City Commissioner shall file a Nominating Petition no later than 4:00 p.m., July 17th, 2023, at the Scottville City Hall, 105 N. Main Street, Scottville.

Nominating Petitions will be accepted for:

Commissioner At-Large 1 year partial-term Expiring 11/2024

**CITY OF SCOTTVILLE, MICHIGAN**  
**RESOLUTION TO AMEND THE 2022-2023**  
**CITY OF SCOTTVILLE BUDGET**

**RESOLUTION NO. 23-15**

WHEREAS, to date the City of Scottville budget has and/or will incur expenditures in excess of the original appropriation, and;

WHEREAS, to date the City of Scottville budget has and/or can expect revenues in excess of the original appropriation, and;

NOW, THEREFORE, BE IT RESOLVED, that the Scottville City Commission authorizes the following budget amendments to properly account for the revenues and expenditures associated with the audit and accounting procedures.

**PART A – GENERAL FUND  
REVENUE**

<u>Revenues—000</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
101-000.000-541.000	\$3500.00	+	\$40,300.00
101-000.000-672.100	\$1500.00	+	\$19,000.00
101-000.000-691.000	\$1000.00	+	\$13,000.00
101-000.000-664.000	\$3000.00	+	\$13,000.00
101-000.000-574.000	\$123,250.00	+	\$127,250.00

**PART B – GENERAL FUND  
EXPENDITURE**

<u>City Commission – 101</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
101-101.000-900.000	\$2000.00	+	\$12,000.00

<u>City Hall. – 265</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
101-265.000-754.000	\$1000.00	+	\$14,000.00

<u>Attorney</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
101-266.000-930.000	\$25,000.00	+	\$37,000 .00

**PART C – MAJOR STREET  
REVENUE**

<u>Major Streets</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
202-000.000-546.000	\$120,000.00	+	\$126,000.00
202-000.000-692.000	\$22,000.00	+	\$29,000.00

**PART D – LOCAL STREETS  
EXPENDITURE**

<u>Local Streets</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
202-463.000-930.200	\$5000.00	+	\$15,500.00
202-463.000-943.000	\$8500.00	+	\$12,500.00

**PART E-GARBAGE AND REFUSE  
REVENUE**

<u>Garbage and Refuse</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
226-000.000-406.000	\$51,000.00	+	\$59,000.00
226-000.000-695.000	\$45,000.00	+	\$50,000.00

**PART F-GARBAGE AND REFUSE EXPENDITURE**

<u>Garbage and Refuse</u>	Original <u>Appropriation</u>	<u>+ or-</u>	Amended <u>Appropriation</u>
226-530.000-801.000	\$9500.00	+	\$15,500.00

**PART F – DDA FUND SCULPTURE FUND  
EXPENDITURES**

<u>DDA</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
248-000.000-702.000	\$1500.00	+	\$2500.00

**Part H-SEWER DISPOSAL FUND  
REVENUE**

<u>Sewer Revenue</u>	Original <u>Appropriation</u>	<u>+ or -</u>	Amended <u>Appropriation</u>
590-000.000-445.100	\$375,000.00	+	\$415,000.00

**Part I WATER SUPPLY REVENUE**

<u>Water Revenue</u>	Original <u>Appropriation</u>	<u>+ or-</u>	Amended <u>Appropriation</u>
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591-000.000-607.000	\$0	+	\$11,000.00
591-000.000445.100	\$357,000.00	+	\$377,000.00

<u>Water Expenditure</u>	Original	+ or -	Amended
	<u>Appropriation</u>		<u>Appropriation</u>
591-564.000-930.200	\$12,000.00	+	\$33,000.00
591-564.000-801.000	\$1,000.00	+	\$4000.00

**Part J MOTOR POOL**

<u>Motor Pool Revenue</u>	Original	+ or -	Amended
	<u>Appropriation</u>		<u>Appropriation</u>
661-564.000-600.000	0	+	\$5000.00
661-463.000-600.000	0	+	\$2000.00
661-441.000-600.000	0	+	\$5000.00

<u>Motor Pool Expenditure</u>	Original	+ or -	Amended
	<u>Appropriation</u>		<u>Appropriation</u>
661-000.000-982.000	\$56,000.00	+	\$126,000.00
Transfer line items			
703-000.000-445.300		-	\$571.37
101-000.000-445.000		+	\$571.37

The above resolution was moved for adoption by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_.

The motion for adoption received the following vote:

YES:

NO:

Absent:

I certify that the forgoing is a true and complete copy of a resolution adopted by the City Commission of the City of Scottville at its 1547<sup>th</sup> Regular Meeting held Monday, June 26<sup>th</sup> 2023.

\_\_\_\_\_  
Kelse Lester  
City Clerk