

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

1527th Regular Meeting Monday August 22, 2022, at 6:30 PM

1. Call to Order at 6:30 PM
2. Pledge of Allegiance
3. Roll Call
4. Additions to the Agenda
5. Approval of Agenda
6. Approval of the Consent Agenda

All matters listed under item 6, Consent Agenda are considered routine by the Council 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 1526th Meeting Minutes
 - B. Approval of Bills in the amount of \$52,433.83
7. Correspondence
 8. Department Reports
 - a. City Manager
 - b. Police Chief
 - c. City Attorney
 - d. Mayor
 - e. Treasurer/Clerk
 - f. Assessor
 - g. Committee Reports/Board Report
 - Building, Grounds & Infrastructure
 - Finance
 - Ordinance/ Public Safety
 - Personnel, Rules & Ethics
 - Planning Commission
 - Parks & Rec Board
 - h. Mason County Commissioner Representative
 - i. MCRFA Representative
 9. Unfinished Business
 - a. Fire Department Fence Request
 - b. Brownfield Redevelopment Authority Bylaws
 10. New Business
 - a. Laptop Data Recovery Request
 11. Public Comment

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

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

The 1526th Regular Commission meeting of the Scottville City Commission held at City Hall 105 N. Main St on August 8th, 2022. Called to order at 6:30pm by Mayor Pro-Tem Rob Alway.

Present at Roll Call

Alway

Copenhaver

Graham

Seiter

Thue

Yeomans

Absent: Mayor Marcy M. Spencer

Also in attendance: Manager Newkirk, Chief Murphy, Attorney Alvarado, Treasurer Shafer, and Clerk Lester

Additions/Deletions to Agenda

ADD; UB; ITEM A; DDA Appointment

Approval of Agenda

Motion, by Graham with support from Yeomans to approve the agenda with noted addition.

Motion carried.

Approval of Consent Agenda

Motion, by Yeomans with support from Graham to approve the consent agenda.

Motion carried.

Correspondence

Letter of approval from Governor presented to Commission. This is the final step in placing previously approved Charter Amendments on the November 2022 ballot.

Department Reports

a. City Manager

Newkirk has been approached by the current owner of the old Catholic church on W. State St with the notation of potentially purchasing the parcel. He has been working with the City of Ludington on conducting a Housing Assessment Study. This would itemize needs and goals for the current housing situation within city limits. Cost may fall under ARPA funding guidelines. Brownfield Authority will be setting a date to host their first meeting.

b. Police Department

Murphy announced the resignation of Detective Aaron Sailor. Case is working with COL PD to host an active shooter exercise. He will be transitioning back onto the day shift with the start of the school year approaching. Skinner continues work on blight enforcement and prosecution. Murphy is currently performing a LEIN audit with the State of Michigan.

c. Mayor

None.

d. Attorney

Alvarado has been working with Assessor Barnett on the previously mentioned church property on W. State St. This parcel is currently under review by the tax tribunal. A second hearing is set for early September. He has attended several committee meetings processing issues through Ordinance and Personnel.

- e. Treasurer
Revenue Expenditure Report provided. Shafer added the annual audit through Brickley&Delong started today. She has completed trunkline with MDOT for July.
- f. Clerk
Lester offered Canvas was pleased with election results and performance.
- g. Assessor
Barnett reported the July Board of Review just concluded. 4 parcels were taken into consideration. He is working with Attorney Alvarado on the W. State St property concerning the tax tribunal review.
- h. Committee Reports
 - 1. Buildings/Grounds & Infrastructure
Truck/Bus Route, Riverside water/electric, Storm drain clean out and street replacement plans discussed.
 - 2. Planning Commission
Northwest neighborhood water grant/project, Brownfield Authority, marijuana license updates.
 - 3. Parks & Recreation
Ongoing work on updating the five-year recreation plan required to apply for grants in the upcoming season. Survey sent to all city residents requesting feedback on field use.
- i. Mason County Commissioner Representative
Lehrbass spoke on behalf of the request for the COS to fund all or a portion of the new fence by the fire barn.
- j. MCRFA Representative
Hull offered the Council on Aging continues to work on updating their bylaws. The group is still considering hiring a part time director to coordinate events between the different organizations.

Unfinished Business

- a. Downtown Development Authority Appointment
Motion, by Yeomans with support from Graham to approve the addition of Jason Murault to the Downtown Development Authority.
ROLL CALL VOTE
Alway- No
Copenhaver-Abstain
Graham-Yes
Seiter-No
Spencer-Absent
Thue-Yes
Yeomans-Yes
YES/3 NO/2 Absent/1 Abstain/1
Motion carried.

New Business

- a. Fire Department Fence Request

Motion, by Yeomans with support from Graham to forward this item to the Finance Committee for further discussion. Finance will meet 8/15/22; 5pm @ City Hall.

Motion carried.

b. DDA Project Manager RFP

Motion, by Alway with support from Seiter to approve the publication of a request for proposal to fill a DDA Project Manager position.

c. Road Closure for Fall Celebration

Motion, by Yeomans with support from Thue to approve the MDOT resolution to close US10 12pm 9/16/22 until 8pm 9/17/22.

Motion carried.

d. Tree Bids

Motion, by Seiter with support from Yeomans to approve the quote provided by Alpine Tree Services as presented.

Motion carried.

e. City Hall Closure

Motion, by Thue with support from Seiter to approve the closure of City Hall; 105 N Main St Scottville, MI 49454 on 8/19/2022 for the purpose of HVAC repair performed by Chris Carr Mechanical.

Motion carried.

Public Comment

Christopher Boardman

Council Member Comments

Yeomans provided a letter given to him by MCC teacher Cheri Stibitz.

Graham voiced his concern with recent actions taken by Manager Newkirk, and the potential repercussions regarding City of Scottville residents and staff.

Adjournment

Motion, by Seiter with support from Graham to adjourn.

Motion Carried 7:32PM

Mayor Pro-Tem, Rob Alway

Clerk, Kelse Lester



Listing of Invoices Scheduled for Payment

FOR CHECKS TO BE DATED 8-22-22

VENDOR	INVOICE NBR	DESCRIPTION	FUND	Amount
JOHN/AIDEN SHEARER	8-8-22	RUBBER DUCKS	DDA OPERATIO	\$500.00
BECKY SCHMOCK	8-9-22	DUCK	DDA OPERATIO	\$250.00
KAY STEKENAS	8-9-22	DUCKS	DDA OPERATIO	\$200.00
SINGLETON	8-9-22	DUCKS	DDA OPERATIO	\$150.00
MARY ANN NIELSON	8-9-22	DUCKS	DDA OPERATIO	\$100.00
LINDA HOLDEN	8-9-22	DUCKS	DDA OPERATIO	\$100.00
LISA ARMSTRONG	8-9-22	DUCK	DDA OPERATIO	\$100.00
TRENT LUNDQUIST	8-9--22	DUCKS	DDA OPERATIO	\$100.00
ROSALIE O'HEARN	8-9-22	DUCKS	DDA OPERATIO	\$100.00
KELLI SHIPALIA	8-9-22	DUCKS	DDA OPERATIO	\$100.00
KEN MISZESKI	8-9-22	DUCKS	DDA OPERATIO	\$25.00
MASON COUNTY COMMUN	8-9-22	CORPORATE DUCK	DDA OPERATIO	\$250.00
DTE ENERGY	8-9-22	CITY HALL	GENERAL FUND	\$44.04
DTE ENERGY	8-22	DPW	GENERAL FUND	\$51.81
VISA	8-1-22	EQUIP REPAIR	MOTOR POOL F	\$78.44
VISA	8-2-22	RIVERSIDE PARK TRAINING DPW, FUEL,	GENERAL FUND	\$1,793.76
VISA	8-3-22	TRAINING, ZONING MAPS	MOTOR POOL F	\$1,763.89
VISA	8-4-22	RIVERSIDE PARK, POLICE, EQUIP,ELECTI	GENERAL FUND	\$2,671.77
REDI RENTAL MUSKEGON	179483-1	TENT 10 31 CELEBRATION	GENERAL FUND	\$5,383.67
TGG SOLUTIONS	9-1-22	DISABILITY INS	GENERAL FUND	\$368.95
SCOTTVILLE POSTMASTER	8-15-22	490 POST CARDS	SEWAGE DISPO	\$215.60
PLUMMER'S ENVIRONMEN	22155123	LIFT STATION REPAIR	SEWAGE DISPO	\$679.50
MOW TIME	1686	MOW	DDA OPERATIO	\$240.00
HARBOR PIPE & SUPPLY	INV-65711	GRINDER PUMPS 3	MOTOR POOL F	\$8,400.00
LOWE'S	8-22	RIVERSIDE PARK	GENERAL FUND	\$164.63
MASON COUNTY COMMUN	8-22	3 LOTS CEMETERY	CEMETERY PER	\$225.00
JACKPINE BUSINESS CENT	477564-0	POLICE AND OFFICE SUPPLIES	GENERAL FUND	\$412.00
STATE OF MI -MI STATE P	551-603578	TOKEN	GENERAL FUND	\$30.00
MEDIA GROUP 31 LLC	7020	DDA ADVERTSING	DDA OPERATIO	\$155.00
MELISSA SLIMMEN	8-7-22	RIVERSIDE PARK CLEANING	GENERAL FUND	\$700.00
REPUBLIC SERVICES	0239-003167599	GARBAGE	GARBAGE AND	\$7,107.07
ACE 1	8-5-22	3 PORT A POTTY'S	DDA OPERATIO	\$300.00
DORNOS SIGN, INC	IBV64459	LOCAL AND MAJOR RD SIGNS	MAJOR STREET	\$1,699.55
CITY OF SCOTTVILLE--WA	325 US 10	325 US 10	GENERAL FUND	\$45.50
CITY OF SCOTTVILLE--WA	305 US 10	305 US 10	GENERAL FUND	\$25.60
CITY OF SCOTTVILLE--WA	225 US 10	225 US 10	GENERAL FUND	\$28.88
CITY OF SCOTTVILLE--WA	8-10-22	601 FIRST	GENERAL FUND	\$71.36



Listing of Invoices Scheduled for Payment

FOR CHECKS TO BE DATED 8-22-22

VENDOR	INVOICE NBR	DESCRIPTION	FUND	Amount
CITY OF SCOTTVILLE--WA	8-11-22	105 N MAIN	GENERAL FUND	\$75.02
CITY OF SCOTTVILLE--WA	8-12-22	650 S SCOTTVILLE	GENERAL FUND	\$107.50
CITY OF SCOTTVILLE--WA	8-13-22	DDA WATER 148 S MAIN	DDA OPERATIO	\$55.40
MELISSA SLIMMEN	8-14-22	CLEANING RIVERSIDE PARK	GENERAL FUND	\$700.00
JACKPINE BUSINESS CENT	477749-0	POLICE TICKETS	GENERAL FUND	\$192.50
BARB BURWELL	REFUND	CAMPING REFUND	GENERAL FUND	\$66.00
HOME CITY ICE COMPANY	7-24-22	ICE	GENERAL FUND	\$350.05
DISTRICT HEALTH DEPART	20103783	RIVERSIDE PARK	GENERAL FUND	\$20.00
CONSUMERS ENERGY	205990973094	105 W GREEN	DDA OPERATIO	\$73.94
CONSUMERS ENERGY	205724002177	700 S SCOTTVILLE	GENERAL FUND	\$206.44
BLUE CROSS BLUE SHIELD	8-15-22	BLUE CROSS	GENERAL FUND	\$414.08
STRONG INDUSTRIAL SUP	1477129	EQUIP REPAIR	MOTOR POOL F	\$27.75
BAUER SHEET METAL	35333	METAL FOR LOCAL ST BARRICADES	LOCAL STREET	\$621.00
CARLOS ALVARADO LAWS	7-22	ATTORNEY	GENERAL FUND	\$2,813.33
JOHN TYRON	029575	WOOD	GENERAL FUND	\$1,062.50
LUDINGTON POLICE DEPT	CITA0002-SPD	CITATION TICKETS	GENERAL FUND	\$217.68
ZIEHM L.P. GAS	3352	PROPANE	GENERAL FUND	\$201.62
SILVERSMITH DATA	39401	ANNUAL	WATER SUPPLY	\$1,850.00
ALL SEASONS	44199	PORTABLE RESTROOM	GENERAL FUND	\$120.00
ALL SEASONS	44315	PORTABLE RESTROOMS	GENERAL FUND	\$480.00
DMC UNLIMITED	08112202	SERVER SERVICE	GENERAL FUND	\$125.00
MI MUN. WORKERS COMP.	7147206.	WORKERS COMP	MOTOR POOL F	\$6,073.00
TEN DEEP	0083862	MCPHAIL FIELD WORK	GENERAL FUND	\$1,950.00

TOTAL OF SCHEDULED CHECK RUN: \$52,433.83

Straight Fence

1434 Pine Creek Rd.
Manistee, MI 49660
231-398-2073

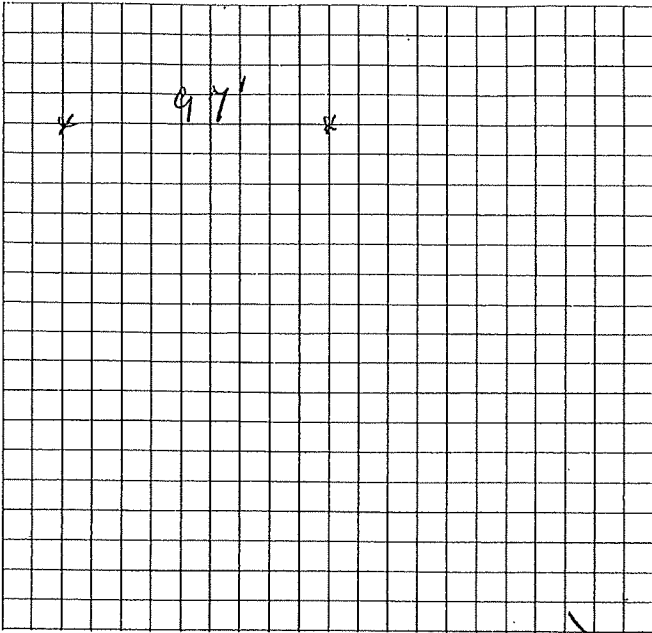
Fax: 231-398-0578



GROUND PLAN

PROPOSAL / CONTRACT

Customer Name: Mason County Rural Phone: _____
 Address: Mailing Dept City: _____ State: _____ Zip: _____
 Directions: Address 470 S. Amber RD 49459
Scottville MI



MATERIALS LIST 97'
6' wood fence Treated
4x4 post set in concrete
2x4 stringers 3 per sec.
1x6x6 Boards 4,850⁰⁰

All material and labor included

97' chain link
2" end post 5520
2" line post 8520
1518 Top rail 5520
6 chain link eqa.

End post set in concrete
line post driven
3,278⁰⁰

SPECIAL CONDITIONS:

Add slats # 2,134⁰⁰

Sign on fence Yes _____ No _____

TERMS & CONDITIONS

(Please Read Before Signing)

All conditions must be in writing. Straight Fence agrees to furnish the specified materials and/or labor as soon as is convenient, subject to delays and conditions beyond its control. Any changes to specified work or layout must be made five (5) days prior to start of work. Changes made while work is in progress requiring additional time and/or materials shall become an extra charge over and above the contract amount.

Local utilities shall be notified by Straight Fence (as required by law) three (3) working days prior to digging holes. They will assist in locating and marking the main underground utility lines. They will not however, locate privately owned underground lines such as private underground electric wiring, gas lines, drainage tiles, septic systems, leach fields, sprinkler systems, etc. THE BUYER AGREES TO ACCURATELY LOCATE AND MARK PRIVATE UNDERGROUND UTILITIES AND PROPERTY/BOUNDARY LINES. Straight Fence shall not be responsible for damage to unmarked or mismarked private underground utilities or improperly designated property/ boundary lines unless otherwise clearly specified in the proposal. CLEARING THE WORK AREA OF OBSTRUCTIONS SUCH AS TREE LIMBS, BRUSH, TALL GRASS, EXISTING FENCES, ETC. SHALL BE THE RESPONSIBILITY OF THE BUYER UNLESS OTHERWISE CLEARLY SPECIFIED IN THE PROPOSAL. The proposal is based on normal digging conditions and any special conditions which are apparent on the site visit and so noted on the proposal. Extra charges for the time and/or equipment required for digging through shale, stone, concrete, stumps or other hidden obstacles not noted on the proposal shall be PAID BY THE BUYER.

PAYMENT TERMS: 1/2 of the contract amount as DOWN PAYMENT required with a copy of this contract, SIGNED BALANCE SHALL BE PAID ON COMPLETION OF THE WORK. The cost of PERMITS shall be above the contract price. All accounts past due are subject to 1-1/2% per month SERVICE CHARGE (18% PER YEAR) ON THE UNPAID BALANCE. *NOTE* This proposal may be withdrawn by us if not accepted within 30 days.

I HAVE READ THE ABOVE TERMS & CONDITIONS AND AGREE TO THEM AS STATED.

SIGNED

Customer: _____
 Straight Fence Representative: Carol Haywood

Date: _____

Date: 7-18-22

Style	
Height	
Color	
Post Size	
Cap Style	
Gate Size	

Materials		
Tax		
Installation		
Delivery Fee		
Total		
Deposit		
Balance Due		

**BYLAWS & RULES GOVERNING THE
CITY OF SCOTTVILLE BROWNFIELD REDEVELOPMENT AUTHORITY**

ARTICLE I: Name and Address

Name. The name of the Authority is the City of Scottville Brownfield Redevelopment Authority (hereinafter referred to as the "Authority"). The address of the Authority is 105 North Main Street, Scottville, Michigan, 49454.

ARTICLE II: Directors & Meetings

- Section 1. **General Powers.** The Authority is incorporated under Public Act 381 of 1996 (MCL 125.2651 *et seq.*), as amended, and shall have all of the powers and duties of an authority as set forth in said Act, including, but not necessarily limited to, those specifically outlined in Section 7(1) through Section 7(1)(n). The business and affairs of the Authority shall be managed by its Board, except as otherwise provided by statute or by these Bylaws.
- Section 2. **Board of Directors.** The Board of Directors (hereinafter referred to as the "Board") of the Authority shall consist of not less than five (5) persons and not more than nine (9) persons ("Directors"), unless members of another board or authority are appointed.
- Section 3. **Terms, Replacement and Vacancies.** Of the initial Directors appointed, an equal number, or as near as practicable, shall be appointed for one year, two years, and three years. Thereafter, each appointment shall be for a term of three (3) years. Subsequent Directors shall be appointed in the same manner as original appointments at the expiration of each Director's term of office. A Director whose term of office has expired shall continue to hold office until their successor has been appointed with the advice and consent of the City of Scottville City Council. A Director may be reappointed with the advice and consent of the City of Scottville City Council to serve additional terms. If a vacancy is created by death or resignation, a successor shall be appointed within thirty (30) days to hold office for the remainder of the term of office so vacated, with the advice and consent of the City of Scottville City Council.
- Section 4. **Removal and Attendance.** A Director may be removed from office for inefficiency, neglect of duty, misconduct, or malfeasance, by a majority vote of the City Council of the City of Scottville. If any Director is absent from three (3) consecutive regularly scheduled meetings, then that Director shall be considered delinquent. Delinquency shall be grounds for the City Council of the City of Scottville to remove any Director from the Authority for non-performance of duty or misconduct upon public hearing. The recording secretary shall keep attendance records and shall notify the City Council whenever any Director is absent from three consecutive regularly scheduled meetings, so that the Council may consider further action allowed under law.
- Section 5. **Conflict of Interest.** A Director who has a direct interest in any matter before the Authority shall disclose their interest prior to any discussion of that matter by the Authority, which disclosure shall become a part of the record of the Authority's official proceedings. The interested Director shall further refrain from participation in the

Authority's action relating to the matter. Each Director, upon taking office and annually thereafter, shall acknowledge in writing that they have read and agree to abide by this section.

- Section 6. **Meetings.** Regular meetings of the Authority may be called by or at the request of the Chairperson of the Board or any two Directors. Any regularly scheduled meeting may be canceled for lack of a quorum. All meetings of the Authority shall be open and available for public attendance and participation, and minutes of the meetings are to be made available for public inspection under the same principles found in the Open Meetings Act. Appropriate notice of such meetings shall be provided to the public as set forth below. The Authority shall hold an annual meeting in the first quarter of each year at which time officers of the Authority shall be elected as provided in Article III, Section 2.
- Section 7. **Special meetings.** Special meetings of the Authority may be called by the Chairperson, or by the Vice-Chairperson in the absence of the Chairperson or by any three (3) Directors by giving twenty-four (24) hours' notice of the meeting stating the purpose of the meeting and by posting the notice eighteen (18) hours prior to the meeting.
- Section 8. **Agenda.** The Chairperson may direct staff to prepare the agendas for all meetings and send them to the Directors at least twenty-four (24) hours prior to a meeting. Any Director may request any item to be placed on the Agenda.
- Section 9. **Notice.** Notice of any meetings shall be given in accordance with the Open Meetings Act (Act No. 267 of the Public Acts of 1976), with all meetings preceded by public notice posted not less than eighteen (18) hours prior to the meeting in accordance with said Act.
- Section 10. **Quorum.** A majority of Directors then in office constitutes a quorum for the transaction of business at any meeting of the Authority, provided that a majority of the Authority present may adjourn the meeting from time to time without further notice. The vote of the majority of the Directors present at a meeting at which a quorum is present constitutes the action of the Authority, unless the vote of a larger number is required by statute or by these Bylaws. Amendment of the Bylaws by the Board requires the vote of not less than a majority of the Directors then in office.
- Section 11. **Remote Participation.** Authority meetings shall comply with Michigan's Open Meetings Act, being Public Act 267 of 1976 (MCL 15.261 *et seq.*), as amended. The Authority may, for the reasons provided in the Open Meetings Act, allow a Director, Officer, Staff member, or others to participate remotely in a meeting of the Authority or a Committee by means of conference telephone or similar communications equipment provided all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this provision constitutes presence at the meeting. The Authority shall conduct any remote participation in compliance with the Open Meetings Act, including, but not necessarily limited to, the procedures described in Sections 3 and 3a of same.
- Section 12. **Committees.** The Authority may, by resolution, designate, create, and/or appoint one or more committees to advise the Authority. The committee members shall be Directors of the Authority. Non-Directors may be appointed to a committee with the consent of the Board. A committee and each of its members shall serve at the pleasure of the Board. A committee designated by the Board may exercise powers and authority to the extent provided in the Board's resolution creating the committee. The committees may be

terminated by a vote of the Authority. At the annual meeting, the committees will be evaluated and reappointed or dissolved. A majority of the committee will constitute a quorum.

- Section 13. **Proxy; Alternates.** If a Director is absent or unable to attend a meeting of the Authority or a committee, that Director may appoint a proxy from the organization represented by that Director to act in their stead. A Director's proxy may serve at no more than two Authority meetings and two committee meetings in one calendar year.
- Section 14. **Oath of Office.** Before assuming the duties of office, a Director shall qualify by taking and subscribing to the oath of office provided in Section 1 of Article XI of the State Constitution of 1963.
- Section 15. **Rules of Order.** The Authority shall follow parliamentary procedures generally following Roberts Rules.
- Section 16. **Public Comment and Public Hearings.** Any person shall be permitted to speak at public hearings and all meetings of the Authority during the public comment portion of meetings, which shall be open to the public under the provisions of the Open Meetings Act, as amended (MCLA 15.261, et Seq.). Public comment shall be carried out in accordance with the following rules and procedures. (a) Any person wishing to address the Authority shall state their name and address; (b) No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Authority questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes, except the Chairperson may, at their discretion, extend the amount of time any person is allowed to speak, or allow a designated public comment period during the discussion of a particular agenda item. Persons making public comment should direct their comments to the Authority, and comments should be respectful of all parties.

ARTICLE III: Officers

- Section 1. **Officers.** The officers of the Authority shall consist of a Chairperson, Vice Chairperson, and Secretary/Treasurer. Two or more offices (except the Chairperson and Vice Chairperson) may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or Bylaws to be executed, acknowledged, or verified by two or more officers.

The Board may also appoint a Recording Secretary who need not be a member of the Board. The Recording Secretary, if appointed, shall attend all meetings of the Authority and record attendance, all votes, and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for any duly constituted committee(s) of the Authority.

- Section 2. **Nomination, Election and Term of Office.** The officers of the Authority shall be elected by the Board at an annual meeting held during the first calendar quarter of each year. Candidates shall be nominated by a committee composed of three members appointed by the Chairperson. The term of each office shall be for one (1) year. Each officer shall

hold office until their successor is appointed. No person shall hold the same office for more than three successive terms.

- Section 3. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board for the unexpired portion of the terms of such office.
- Section 4. **Chairperson and Vice Chairperson.** The Chairperson shall be the chief executive officer of the Authority, but they may from time to time delegate all or any part of their duties to the Vice Chairperson. The Chairperson, or in their absence, the Vice Chairperson, shall preside at all meetings of the Authority, and shall provide general and active management of the business of the Authority and shall perform all the duties of the office as provided by law or these Bylaws. The Chairperson shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management of the Authority.
- Section 5. **Secretary/Treasurer and Recording Secretary.** The Secretary/Treasurer or Recording Secretary shall attend all Authority meetings and record all votes and the minutes of all proceedings, and shall perform like duties for the standing committees when required. They shall further perform all duties of the office of Secretary/Treasurer as provided by law or these Bylaws. They shall be sworn to the faithful discharge of these duties.
- Section 6. **Delegation of Duties of Offices.** In the absence of any officer of the Authority, or for any other reason that the Board may deem sufficient, the Board may delegate, from time to time, and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the Board then in office concurs.
- Section 7. **Executive Committee.** The Chairperson, Vice Chairperson and Secretary/Treasurer shall comprise the Executive Committee. The Executive Committee may upon a majority vote authorize the expenditure of up to \$5,000 for any eligible expense pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended; Authority guidelines or direction of the Board; or other applicable statute or resolution. The Executive Committee must report any such expenditure to the Board at the next regularly scheduled Authority meeting.

ARTICLE IV: Contracts, Loans, Checks and Deposits

- Section 1. **Contracts.** The Board may authorize any officer or officers, staff, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instances.
- Section 2. **Loans/Grants.** Under MCL §125.2657(1)(d), a BRA has the authority to "Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties, including, but not limited to, lease purchase agreements, land contracts, installment sales agreements, third party contracts, and grant and loan agreements." No grant or loan shall be contracted on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by a resolution

of the Board and approved by the City of Scottville City Council. Such authority may be general or confined to specific instances.

- Section 3. **Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents of the Authority, and in such manner as shall from time to time be determined by resolution of the Authority.
- Section 4. **Deposits.** The Authority shall designate a bank or banks to be the depository for all funds of the Authority. All funds of the Authority not otherwise employed shall be deposited to the credit of the Authority in such banks, trust companies or other depositories as the Board may select. The depository may be changed at any time by action of the Authority.
- Section 5. **Documents.** The office of the City Clerk of the City of Scottville shall keep all records and files of the Authority, which shall be open to the public under the Freedom of Information Act (Public Act 442 of 1976; MCL §15.231 *et seq.*).
- Section 6. **Matters Requiring City Council Approval.** The Authority shall need approval from, and official action by, the City Council of the City of Scottville for the issuance of bonds and other evidence of indebtedness.
- Section 7. **Professional Assistance.** The Authority may employ and retain consultants as considered necessary by the Authority, including brownfield specialists and/or legal counsel to advise the Authority in the proper performance of its duties and to represent the Authority in actions brought by or against the Authority. All contracts must be approved by the Authority.

ARTICLE V: Fiscal Year

The fiscal year of the Authority shall correspond at all times to the fiscal year of the City of Scottville.

ARTICLE VI: Miscellaneous

Waiver of Notice. When the Board or any of its committees proposes to act after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the period of time, if at any time before or after the action is completed the person entitled to notice or to participation in the action to be taken submits a signed waiver of such requirements.

ARTICLE VII: Amendments

These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the Directors then in office at any regular meeting or special meeting called for that purpose.

I HEREBY CERTIFY that the above Bylaws were adopted the _____ day of _____
[month], _____ [year].

Chairperson
City of Scottville Brownfield Redevelopment Authority

James Newkirk

From: Roger Wertz <roger@dmcunlimited.com>
Sent: Wednesday, August 10, 2022 3:24 PM
To: James Newkirk
Subject: Data Recovery
Attachments: Ontrack Data Recovery.pdf

Hi Jimmy,

Attached is the form regarding the data recovery center. They have very specialized tools for recovering data from damaged or formatted drives. Costs vary between the hundreds to thousands of dollars depending on what needs to be done. They should be able to provide you with a more accurate estimate if you call them and explain what you need done.

Thank you,

Roger

Roger Wertz
DMC Unlimited
231-843-2554
roger@dmcunlimited.com



www.dmcunlimited.com



Ontrack®



DMC Unlimited (#1530322) Process for Data Recovery

- Please contact us to initiate a new data recovery job:
1.800.872.2599 or email me at abby.olmscheid@ontrack.com
- **Nearest Data Recovery Lab:**
9023 columbine Road
Eden Prairie, MN 55347

1.800.872.2599 | www.ontrack.com
Abby Olmscheid | abby.olmscheid@ontrack.com | D: 952.358.5292
- **Phone Consultation** – Let our Recovery Consultants determine the best and most cost-effective solution while presenting fixed pricing levels.
- **Receive Service Agreement** – Approve our online service agreement with unique job number.
- **In-lab Media Evaluation** – Once we receive your drive, your Recovery Consultant will provide an inspection of the media and report back to you with results 4 hours after the media has been received in our lab. *An analysis report* will be provided along with a fixed price quote.
- **Data Recovery Process** – Our engineers will overcome internal and mechanical problems with your media. Will rebuild the file structures from the image and provide a file listing *per your request*.
- **Data Return** – Data will be returned on an encrypted USB drive via next-day service. If you have any questions we have our Post-Recovery Team standing by.



Consult



Evaluate



Recover



Return

James Newkirk

From: Shaun Stockman <shaun.stockman@ontrack.com>
Sent: Tuesday, August 16, 2022 3:58 PM
To: James Newkirk
Cc: customersupport@ontrack.com
Subject: Ontrack Process Explanation SO#6438399

Hello Jimmy,

Thank you for your data recovery inquiry with Ontrack Data Recovery. We can definitely help with the recovery of your deleted data.

Here is how our process works:

You will be required to send your device to us. We can provide a complimentary shipping label as well as schedule a Fedex or UPS pick-up.

We will produce a file list of recoverable data for you to review. After reviewing the file list, should you decide to move forward, the cost for recovery will be between \$800 - \$1800. This will include a 1TB back up external drive and free shipping. ***If the recovered data exceeds 1 TB, an up charge for the needed back up media will be applied.

If we cannot recover your data, there is no obligation to move forward. Ontrack can ship your device back to you for a \$20 shipping fee or, if you no longer need the device, we can recycle your device at no charge.

To move forward, please click the link below and complete the two-page online form. Please select your service level on the first page, then type in your name at the bottom of the second page and submit the form.

<http://ww3.krollontrack.com/d/Contract?Id=8104W000001Ti5Q> Once completed, you will receive an email with shipping instructions.

If you need assistance, please see the attached FAQ document or call us at 800-872-2599

Regards,

KLDiscovery Ontrack, LLC is registered in Delaware with trading address at 8995 Columbine Road, Eden Prairie, MN 55347, USA.

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For information on how we collect, process and retain your personal data, please see our Privacy Policy

<https://www.ontrack.com/en-us/privacy-policy>.

Shaun Stockman
US Inbound Sales Manager

Service Excellence, Effortless Adoption, Bespoke Technology - Created by and for Our Clients

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