

**CITY OF MENOMINEE, MICHIGAN
MENOMINEE CITY COUNCIL
AGENDA FOR JANUARY 20, 2020
HELD AT CITY HALL - 2511 10th STREET – 6 p.m.**

A) CALL THE MEETING TO ORDER.

B) PLEDGE OF ALLEGIANCE TO THE FLAG.

C) ROLL CALL.

D) APPROVAL OF MEETING AGENDA.

E) MINUTES OF PREVIOUS MEETINGS.

- 1) Regular meeting of December 16, 2019.

F) COMMUNICATIONS.

G) PUBLIC HEARINGS.

H) PUBLIC COMMENT.

- 1) This public comment session is intended for statements, not debate, limited to three minutes per person *on agenda items only*. Please be prepared to state your name and address before speaking.

I) REPORTS OF OFFICERS.

- 1) Mayor Stegeman's standing committee appointments.
- 2) Mayor Stegeman's appointments to the Planning Commission of Brian Nutter, filling the seat vacated by James Weiland, and Kris Rusch, filling the seat vacated by Robert Krysiak, with their terms to expire October 7, 2022.
- 3) City Manager's report.

J) REPORTS OF BOARDS, COMMISSIONS, AND STANDING COMMITTEES.

- 1) The Cemetery Board of Trustees on investment agency agreements with First National Bank and Trust.
- 2) The Cemetery Board of Trustees on selling AON PLC common stock.
- 3) The Downtown Development Authority on their boundary expansion.
- 4) The Election Commission on establishing an Absent Voter Ballot Counting Board for future elections.
- 5) The Water and Wastewater Utility Board on accepting a proposal to prepare the raw water (intake) supply resiliency plan.
- 6) The Water and Wastewater Utility Board on purchasing a used Vector truck for the sewer department.
- 7) The Finance Committee on the contract with Great American Disposal for weekly curbside trash and recycling collection.
- 8) The Finance Committee on renewing the lease agreement with Pitney Bowes for the postage meter.
- 9) The Finance Committee on purchasing a new election tabulator.
- 10) The Finance Committee on accepting the Coleman Engineering proposal to prepare the USDA loan application for the utility and road improvement project Phase 1B.
- 11) The Finance Committee on accepting a proposal for riprap installation at Victory Beach.

- 12) The Parks and Recreation/Buildings and Grounds Committee on accepting a proposal for riprap installation near the Boaters Lounge.
- 13) The Parks and Recreation/Buildings and Grounds Committee on two utility easements with Wisconsin Public Service.
- 14) The Parks and Recreation/Buildings and Grounds Committee on accepting a proposal to replace one roof-top HVAC unit at Spies Public Library.

K) MISCELLANEOUS.

- 1) Election of a Deputy Mayor.

L) MOTIONS AND RESOLUTIONS.

- 1) Resolution recognizing Nick Malone's service to the City.
- 2) Resolution regarding the March 10, 2020 Presidential Primary Election.

M) PUBLIC COMMENT.

- 1) This public comment session is *not limited to agenda items*. It is intended for statements, not debate, limited to three minutes per person. Please be prepared to state your name and address before speaking.

N) ADJOURN.

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-906-863-2656 with as much advanced notice prior to the meeting as possible.
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The City of Menominee is an Equal Opportunity Provider and Employer



**CITY OF MENOMINEE, MICHIGAN
REGULAR COUNCIL PROCEEDINGS
DECEMBER 16, 2019**

A regular meeting of the Menominee City Council, City of Menominee, County of Menominee, State of Michigan, was held on Monday, December 16, 2019 in the Municipal Complex Council Chambers.

The Honorable Jean Stegeman called the meeting to order at 6:00 p.m. and led the pledge of allegiance to the flag.

PRESENT: Council Members Fifarek, Jones, Klitzke, Malone, Nelson, Plemel, and Pohlmann;
Mayor Stegeman

ABSENT: Council Member Robinson (excused)

PRESENT: 8 ABSENT: 1

A motion was made by Council Member Jones and seconded by Council Member Nelson to excuse Council Member Robinson from the meeting. This motion was carried unanimously.

A motion was made by Council Member Plemel and seconded by Council Member Fifarek to add a motion regarding the contract with Barley Excavating for shoreline protection and restoration to the agenda and remove the recommendation from the Parks and Recreation/Buildings and Grounds Committee on the proposed Marina Management Group restrooms project from the agenda and to approve the amended agenda for the meeting dated December 12, 2019. This motion was carried unanimously.

A motion was made by Council Member Plemel and seconded by Council Member Pohlmann to approve the minutes of the regular meeting of November 18, 2019 as presented. This motion was carried unanimously.

PUBLIC COMMENT:

Mayor Stegeman opened the public comment session that was called for the purpose of hearing citizen comments on agenda items only.

No one was heard.

A motion was made by Council Member Nelson and seconded by Council Member Plemel to close public comment. This motion was carried unanimously.

REPORTS OF OFFICERS:

Under reports of officers, Mayor Stegeman submitted, for confirmation, the appointment of Kris Rusch to the Board of Review, replacing James Weiland who resigned, with his term to expire December 31, 2020.

A motion was made by Council Member Jones and seconded by Council Member Pohlmann to confirm the appointment. This motion was carried unanimously.

Next, Mayor Stegeman submitted, for confirmation, the appointment of Scott Christiansen to the Planning Commission, filling a vacancy, with his term to expire October 7, 2022.

A motion was made by Council Member Jones and seconded by Council Member Nelson to confirm the appointment. This motion was carried unanimously.

A report was heard from City Manager Graff.

COMMITTEE REPORT:

At a December 10, 2019 meeting, the Finance Committee discussed the transport of funds collected to Wells Fargo for deposit and they recommended to City Council that Council approve the Armored Car Service Agreement with GARDA CL Great Lakes, Inc. to provide such services for the term ending on November 11, 2020 and authorize staff to execute the Agreement.

FINANCE COMMITTEE

A motion was made by Council Member Jones and seconded by Council Member Pohlmann to adopt the recommendation. This motion was carried unanimously.

COMMITTEE REPORT:

At a December 10, 2019 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed the HVAC system at the Municipal Complex and the need to maintain, inspect the building automation hardware and software devices including enhancements and support for the Customer's Enterprise Building Integrator, and they recommended to City Council that Council approve the Annual Service Agreement with Honeywell in the amount of \$10,445.00, effective December 18, 2019, and authorize staff to execute the Agreement.

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

A motion was made by Council Member Jones and seconded by Council Member Nelson to adopt the recommendation. This motion was carried unanimously.

COMMITTEE REPORT:

At a December 10, 2019 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed recent damage to the shoreline caused by record high water levels and they recommended to City Council that Council adopt the following resolution:

**RESOLUTION # 2019-015
Declaration of Shoreline Disaster Request
City of Menominee, Menominee County, Michigan**

At a regular meeting of the Menominee City Council, County of Menominee held at Menominee City Hall on, December 16, 2019 at 6:00 PM the following resolution was offered in the form of a motion made by Council Member Jones and seconded by Council Member Nelson.

WHEREAS, record high water levels in the Great Lakes as well as the bay and rivers connected to them, have contributed toward major erosion on beaches and shorelines all across the State of Michigan during high water levels and currently throughout 2019; and

WHEREAS, it is anticipated that the Michigan winter with ice flows and jams will continue to worsen the already bad situation throughout the Great Lakes; and

WHEREAS, the Great Lakes are Michigan's most vital and precious resource; and

WHEREAS, the City of Menominee recognizes the effects of storms, high water, and wind driven wave action that are causing severe erosion of the shoreline as well as related infrastructure damage to public and private property; and

WHEREAS, the public trust doctrine states that the sovereign holds in trust, for the public use, the resources such as the shoreline regardless of private property ownership; and

WHEREAS, the 3,288 miles of shoreline in the State of Michigan must be protected as referred to in the Public Trust Doctrine; and

WHEREAS, the Great Lakes are the State of Michigan's economic and property value driver for the tax base along the shoreline and connecting tributaries; and

WHEREAS, the conditions of the Great Lakes shoreline affect businesses and the tourism industry by limited access to the beaches, the loss of property along the shoreline directly affects the local, county and state tax base; and the effects on municipal water systems and the inland water levels throughout the state are all affected;

NOW, THEREFORE, BE IT RESOLVED, the City of Menominee requests that the Governor of the State of Michigan along with the State Legislature give favorable consideration to the declaration of the shoreline in the State of Michigan as a disaster area, and see assistance from Congress and the President of the United States for this devastating situation which has an impact statewide.

BE IT FURTHER RESOLVED, that nothing from this resolution shall require any action by the City of Menominee, the Menominee City Department of Public Works, the Menominee Police, the Menominee Municipal Marina or any other City entity.

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

A motion was made by Council Member Jones and seconded by Council Member Nelson to adopt the recommendation. This motion was carried unanimously.

COMMITTEE REPORT:

At a December 10, 2019 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed the need to update the City's Five Year Recreation Plan and they recommended to City Council that Council approve the Contract with CUPPAD Regional Commission for this work in the amount of \$4,775.00, with a completion date of August 31, 2020, and authorize staff to execute the Agreement.

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

A motion was made by Council Member Jones and seconded by Council Member Nelson to adopt the recommendation. This motion was carried unanimously.

COMMITTEE REPORT:

At a December 10, 2019 meeting, the Special Projects/Community Relations Committee discussed the Annual Waterfront Festival, and they recommend to City Council that Council plan and budget for a four day festival to be held August 6, 7, 8, and 9, 2020, and they further recommended to City Council that Council approve hiring Nancy Douglas to manage the 2020 Waterfront Festival for the sum of \$5,000.00 and that the bid process be waived.

SPECIAL PROJECTS/COMMUNITY RELATIONS COMMITTEE

A motion was made by Council Member Jones and seconded by Council Member Klitzke to adopt the recommendation. This motion was carried unanimously.

MOTIONS AND RESOLUTIONS:

A motion was made by Council Member Pohlmann and seconded by Council Member Jones to approve the 2020 meeting schedule as presented. This motion was carried unanimously.

A motion was made by Council Member Jones and seconded by Council Member Plemel to award the contract for the Emergency Shoreline Repair Rip Rap installation at Marinette's water inlet facility, Tourist Beach and portion of Harbor Drive owned by the City of Menominee to Barley Excavating in the amount of \$65,833.50 with the City of Marinette paying 60% and the City of Menominee paying 40%. This motion was carried unanimously.

PUBLIC COMMENT:

Mayor Stegeman opened the public comment session.

Comments were heard from Pat Johnson, Steve Fifarek, and Bill Plemel.

A motion was made by Council Member Plemel and seconded by Council Member Jones to close public comment. This motion was carried unanimously.

Mayor Stegeman thanked Council Member Malone for his service.

ADJOURN:

A motion was made by Council Member Plemel and seconded by Council Member Jones to adjourn the meeting. This motion was carried unanimously.


Susan K. Johnson

BOARD REPORT:

At a January 14, 2020 meeting, the Cemetery Board of Trustees discussed their investments and they recommend to the City Council that Council approve both investment agency agreements with First National Bank & Trust Co. of Iron Mountain and to authorize the City Manager and City Clerk/Treasurer to execute the agreements.

CEMETERY BOARD OF TRUSTEES

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council Board
Agenda Item

TITLE: Investment Agency Agreement with First National Trust & Wealth Management

Requesting Agency: Administration

Meeting Date: January 20, 2020

Contact: Tricia Alwin, City Engineer
Tony Graff, City Manager

Public Hearing: N/A

Phone: 906-863-1747

Advertising Date: N/A

Council District: All

Attachments: Investment Agency Agreement & Supporting Documents

PURPOSE: Renewal of the First National Bank & Trust Co., of Iron Mountain Investment Agency Agreement for the Menominee Cemetery Perpetual Care Fund and the Menominee Flower Fund.

BACKGROUND: At the December 10, 2019 Cemetery Board Meeting an update was given by First National Trust & Wealth Management Mike Morgan & Mike Flannery, Fiduciary Manager for the Perpetual Care Fund and the Flower Fund which included information referencing the Menominee Flower Fund AON PLC common stock authorization to retain managing this account #190-0480 which is included within the Flower Fund.

The Board's consensus was to maintain First National Bank & Trust as the fiduciary managers for the two funds and the AON PLC account. There was further discussion regarding a recommendation to sell any of the AON PLC common stock which has 650 shares. First National Bank & Trust representatives did agree it would be appropriate a small percentage since the stock is at a high level. There will be further discussion at the next meeting.

Account Performance Summary for Perpetual Care Fund:

Beginning: MARKET Value Plus Accrued Income on 9/30/2014 \$1,088,606.27

10/31/2019: MARKET Value Plus Accrued Income on 10/31/2019 \$1,124,992.00

Account Performance Summary for Flower Fund which includes the AON PLC Common Stock (\$207.47/\$134,855 on 1/7/2020:

MARKET Value Plus Accrued Income on 10/33/2014 \$149,225.15

10/31/2019: MARKET Value Plus Accrued Income on 10/31/2019 \$244,270.66

Audit Summary 6/30/2019 Total Fund Balance \$1,290,451 Restricted

The representatives did present an overview of the Michigan Public Act 20 regarding investment guidelines for government organizations which does limit the investment return over the last 5 years the rate for these funds was 1.14% for the Perpetual Care Fund and the Flower Fund was 10.15% because of the AON PLC common stock which was a bequest and restricted to the Flower Fund.

BUDGET IMPACT: Budget revenue projected is \$10,000 and there will be no negative revenue impact anticipated, furthermore there is a projected revenue increase of \$4,000 for FY 19/20 because of the investment market rate increase.

STAFF RECOMMENDATION / ACTION REQUESTED: The City Manager is recommending to the Cemetery Board to recommend to the City Council to approve both investment agency agreements with First National Bank & Trust Co. of Iron Mountain and provide the City Treasurer authorization to retain 450 shares of the AON PLC Common Stock with a sale cap no less than \$200.

BOARD RECOMMENDATION / ACTION: At a January 14, 2020 meeting, the Cemetery Board of Trustees recommended to the City Council that Council approve both investment agency agreements with First National Bank & Trust Co. of Iron Mountain, authorize the City Manager and City Clerk/Treasurer to execute the agreements, and provide the City Clerk/Treasurer authorization to retain 450 shares of the AON PLC Common Stock with a sale cap no less than \$200.

Trust Department Email Opt-In

Name: City of Menominee Cemetery PCF **Acct #:** _____

First National Trust & Wealth Management sends out various email communications, including weekly Market Updates, Quarterly Newsletters and other articles of interest to our clients (emails). These emails are informational, opting-in or out will not affect our communication with you regarding your account. We will not publish, share or sell your email. Please be sure to keep us updated if you change your email address or would like to change your opt-in status. You may opt-out of these emails at any time by contacting First National Trust & Wealth Management or following the instructions in the email you will receive upon your consent.

☐ Yes, I would like to receive informational emails.

email address: _____

☒ No, I would not like to receive informational emails.

Signature: Tony Bueff **Date:** 11/20/19



**First National Trust &
Wealth Management**

233 S. Stephenson Ave. Iron Mountain, MI 49801

**THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN
INVESTMENT AGENCY AGREEMENT**

AGENCY AGREEMENT FOR: City of Menominee Cemetery Perpetual Care Fund

ACCOUNT NUMBER: _____

The undersigned, hereinafter called the "OWNER" hereby requests THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN, a National Banking Association, hereinafter called the "AGENT", to establish and maintain, in the name of the OWNER, an Agency Account for all monies and assets deposited herewith (all as more particularly identified on the Schedule of Assets), and such other monies or assets which may be hereafter deposited with and accepted by the AGENT, under the following terms and conditions:

1.00 As AGENT we will:

1.10 Collect the dividends, interest, or other income on the assets placed in the account or held from time to time in the account.

1.20 Invest monies of the account awaiting distribution, investment or reinvestment in one of the following daily available money market type funds offered by the AGENT.

- ☒ An Institutional Money Market Fund paying taxable dividends.
- ☐ An Institutional Money Market Fund paying dividends that are generally exempt from Federal Income Tax.
- ☐ Insured deposit instruments offered by The First National Bank & Trust Co. of Iron Mountain.

1.30 Invest the assets composing the account in a Discretionary Manner (managed account) using the following investment options:

- ☒ Model Portfolio's offered by the AGENT; Specifically, Model Portfolio: Income
- ☐ Invest to target allocation of: _____ % Cash (MMF) _____ % Fixed Income _____ % Equities (Stock)
- ☐ Individual securities that are direct obligations of the United States Government.
- ☐ Insured deposit instruments issued by The First National Bank & Trust Co. of Iron Mountain or any other insured financial institution.

If more than one Investment Choice is selected, the OWNER authorizes the AGENT to use any combination of the investment choices designated above that it deems appropriate to meet the investment objectives of the OWNER as the AGENT understands them. The OWNER hereby acknowledges that the AGENT has been granted a certain amount of investment discretion and is hereby authorized and empowered to manage, supervise and administer the assets comprising said account.

1.40 Invest the assets composing the account in a Non-Discretionary Manner (directed account).

The OWNER hereby wishes the AGENT to have no investment discretion and to only invest assets in the account at the specific direction of the OWNER. The OWNER should make a selection under paragraph 1.20 and mark the following:

- ☐ AGENT MAY ONLY MAKE INVESTMENTS UPON THE DIRECTION OF THE OWNER.

- 1.50 Credit all interest, dividends, or other income earned by the investments held in the account as follows:
(Capital Gain transactions will be considered principal of the account NOT income unless otherwise directed.)
- ☐ Credit a/c # at First National Bank & Trust Co. of Iron Mountain each ☐ month, ☐ quarter, ☐ year.
 - ☐ Send a check to the OWNER each ☐ month, ☐ quarter, ☐ year.
 - ☒ Accumulate income in account until otherwise notified.
 - ☐ Other: See "LETTER OF INSTRUCTION" attached.
- 1.60 Distribute principal assets from the account, subject to the restrictions defined under section 4.92, to the OWNER, per their instruction(s).
- 1.70 Furnish the OWNER a report of account assets, values and transactions once each;
- ☐ Month
 - ☒ Quarter
 - ☐ Year
- ☒ Paper – mailed to address of record.
 - ☐ Electronic - accessible via online account access.
- 1.80 Furnish the OWNER information used for federal income tax reporting purposes. However, OWNER assumes the responsibility of filing proper tax returns and payment of any taxes or penalties associated with assets comprising the account.
- 2.00 **As AGENT we may:**
- 2.10 Hold securities in the name of the AGENT, a nominee of the AGENT, or a nominee of the depository used by the AGENT without disclosing the agency relationship.
- 2.20 Exercise in person or by proxy all rights, powers, options, privileges or any and all other powers available to the OWNER with respect to all securities held in the account from time to time.
- 2.30 Execute all instruments, whether ownership certificates or otherwise, required by any law or regulation for the collection of income.
- 2.40 Disburse such funds, as AGENT, in its discretion, deems advisable or necessary for the purpose of paying bills and other expenses of the OWNER in the event of the OWNER'S hospitalization, illness, disability or incapacity. For purposes of determining disability or incapacity, the AGENT may rely on a written statement to such effect signed by OWNER'S attending physician and one family member (or a second attending physician if a family member is unavailable). This provision shall be applicable only if all OWNERS of the account are incapacitated as described above.
- 3.00 **As AGENT we shall have the following investment powers:**
- 3.10 To retain as an asset of the account, any property now or hereafter transferred to it hereunder, regardless of the proportion of the account that such property may constitute.
- 3.20 To invest and reinvest assets of the Agency Account in such manner as the AGENT deems to be in the best interest of the OWNER, and in accordance with any investment guidelines, restrictions or directions in Section 1.30 or 1.40 and 4.92E; or presented in writing by the OWNER to the AGENT from time to time. The OWNER hereby authorizes the AGENT to invest and reinvest in allowable assets as a prudent investor.
- 3.30 To do all other acts, in the AGENT'S judgment, necessary or desirable for the proper management, investment and distribution of the account.

- 4.00 **The above and all subsequent instructions of the OWNER are subject to the following conditions:**
- 4.10 The AGENT shall be responsible for the safekeeping of the securities in its actual custody, excepting only loss or destruction caused by an act of God or by reason of war, whether declared or undeclared, or by the act of any executive, legislative, judicial, administrative or other governmental or military body or officer, or by any riot or civic commotion, or by the circumstances beyond its control.
- 4.20 All instructions from the OWNER should be in writing, but the AGENT may, in its discretion, accept alternate forms of instructions that it believes to be genuine, whether given orally; by telephone; facsimile; telegraph; cable; or computer. Any such accepted alternate form of instructions shall be the sole risk of the OWNER both as to the correctness of the message and its authenticity.
- 4.30 Orders for the purchase and sale of securities shall be placed for the account at the risk of the OWNER. The AGENT shall not be responsible for any act or omission of any broker or similar AGENT, whom the OWNER may designate or the AGENT may employ, to purchase, sell, or perform any act in respect to any securities held in the account at any time. The AGENT shall have no duty to take any action, other than herein specified, unless the AGENT agrees in writing to do so; and shall not have to commence, appear in, or defend any legal action with respect to any property held or to be held for the account; or with respect to any act taken or omitted by it unless the OWNER requests the AGENT to do so and the AGENT agrees thereto; provided, however, that the AGENT may, at its option commence, appear in, or defend any such legal action without the consent of the OWNER. The AGENT shall have no liability in connection with any action taken or omitted by it in good faith with respect to the account and the OWNER. The OWNER agrees to hold the AGENT harmless from all liabilities and expenses incurred in connection with any such act or omission that was undertaken in good faith.
- 4.40 Collections of income and principal shall be made by the AGENT in accordance with its usual and customary business practices. The AGENT assumes no responsibility regarding such collections beyond the exercise of due diligence.
- 4.50 The compensation of the AGENT for its services hereunder (including but not limited to AGENT'S fees, expenses, charges, taxes, and costs of defending litigation) shall be payable in accordance with its then current fee schedule and may be charged to the account or billed to the OWNER in the discretion of the AGENT. The AGENT'S expenses in connection with assets held or to be held in the account or any action taken or omitted by the AGENT with respect to the account, and any payments with respect to any liabilities incurred by the AGENT in connection with assets held or to be held for the account, may be charged to the account or billed to the OWNER in the discretion of the AGENT. AGENT may invest in mutual funds and provide services to the fund company for which AGENT may receive a fee (including 12b-1 fees).
- 4.60 If the AGENT merges or consolidates with any other corporation, or if the AGENT shall reincorporate or reorganize, or if the AGENT shall be purchased by another corporation, then the corporation so formed or succeeding to the AGENT'S business shall become successor AGENT hereunder vested with all the rights and chargeable with all the duties as set forth hereunder.
- 4.70 All communications from the AGENT shall be to the OWNER at the address(es) shown in Section 4.92A, or at such other address(es) as the OWNER shall from time to time direct. Notices may be delivered in person, sent by US mail, first class with postage prepaid or sent by overnight delivery service.
- 4.80 The OWNER or the AGENT may revoke or amend this agreement at any time by written instrument delivered to the other party. However, in the case of an amendment, the amended language shall not become effective until accepted by the AGENT. Upon revocation by either party, the AGENT is authorized to take all steps necessary to pay over, transfer, deliver or surrender to the OWNER (or as instructed by the OWNER) all assets then constituting said account.
- 4.90 The OWNER may make additions or withdrawals from this account unless otherwise restricted in accordance with Section 4.92D.

4.92F BENEFICIARY DESIGNATION:

I direct that upon the death of the last remaining OWNER, the assets shall be distributed as follows:

N/A

Primary Beneficiaries

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name (if naming spouse as a beneficiary, do so here)		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %

Contingent Beneficiaries

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name (if naming spouse as a beneficiary, do so here)		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %

5.00 In signing this agreement, each OWNER acknowledges that: (a) OWNER has full capacity to contract and is signing this agreement of OWNER'S own free will, without undue influence from any party, or the AGENT; (b) prior to signing this agreement OWNER has consulted with personal, legal, and other professional advisors about the effect of signing this agreement to the extent that OWNER deems necessary; (c) no promises of investment performance have been made by the AGENT; (d) OWNER has been provided with a copy of the AGENT'S current schedule of fees for accounts of this type, and; (e) investments or assets held in this account are not insured by the AGENT or the FDIC unless they are invested in deposits normally insured by the FDIC, but not in amounts which exceed the OWNER'S applicable FDIC coverage limits for deposits with that institution.

6.00 If a Model Portfolio offered by THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN is chosen as the investment option in Section 1.30, the OWNER hereby states that: (a) the OWNER waives the right to receive individual prospectuses for any mutual funds that are held in the account from time to time, but acknowledges that a prospectus is available upon request; (b) the OWNER and the AGENT have discussed the investment objectives leading to the selection of said Model Portfolio; (c) the OWNER will advise the AGENT of any change in their financial situation that would affect the chosen investment selection, and; (d) absent notification by the OWNER, the AGENT shall continue to invest and reinvest assets of the account in accordance with the selected model's objectives.

7.00 **Shareholder Communications Election:**

7.10 In an effort to permit direct communications between a company which issues securities and the shareholder(s) who vote(s) those securities, the Securities and Exchange Commission has adopted Rule 14b-1(c). This Rule directs us to ask each client for whom we hold securities whether they authorize us to provide their name, address, and share position to requesting companies whose securities you own. If you tell us "no," we will not provide this information to requesting companies. If you tell us "yes," we will provide your name, address, and share position to requesting companies. Under the Rule, your "yes" or "no" will apply to all securities we hold for you.

7.20 Complete this authorization by selecting one of the options below. Your failure to designate an option will be treated as electing option B.

- A) ☐ You are authorized to release my name, address, and share positions.
B) ☒ You are not authorized to release my name, address, and share positions.

7.30 The signing and dating of this agency agreement will serve as verification of the election exercised pursuant to this Paragraph.

8.00 **IRA Investment Agreement**

- ☒ No this is not an IRA Investment Agreement
☐ Yes, this is an IRA Investment Agreement and I, the undersigned, have executed an IRA Agreement with THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN, hereinafter referred to as "BANK." The authority to invest all, or a portion, of this IRA's assets are further defined under the terms and conditions of this Agency Agreement, which terms and conditions are incorporated as Articles of the IRA and made a part of the IRA agreement by reference hereto.

9.00 **Miscellaneous**

9.10 The order of paragraphs and sections of this agreement are for convenience and reference only and shall not be used in construction or interpretation thereof. This document shall bind the OWNER'S heirs, distributees, executors, administrators, legal representatives, and assigns. All rights arising hereunder shall be determined according to the laws of the State of Michigan.

10.00 **Letter of Instruction**

- ☒ No, I am not executing a letter of instruction at this time.
☐ Yes, I am executing a letter of instruction at this time and below are the instructions.

10.01 The OWNER maintains a transaction account# _____ with The First National Bank and Trust Co. of Iron Mountain and this Agency account.

10.02 The OWNER hereby authorizes the AGENT to transfer funds between these accounts to maintain an approximate collected balance of \$ _____ in the transaction account referenced above.

- 10.03 The OWNER acknowledges that the transaction checking account will be subject to the regular schedule of fees and charges imposed by The First National Bank & Trust Co. of Iron Mountain for transactions and activity associated with that type of checking account. The OWNER also acknowledges that consideration has been given to the affects of maintaining a collected balance stated in Paragraph 2.00 on the potential charges assessed to the transaction account.
- 10.04 OWNER agrees to maintain sufficient funds in the agency account, referenced above, to make any of the required transfers. OWNER understands that the AGENT will only transfer funds to the transaction checking account when sufficient funds are available in the daily available money market fund maintained in the above referenced account.
- 10.05 OWNER agrees that transfers to and from the transaction checking account and agency account will be a minimum and in multiples of \$ ____.

11.00 Important Information About Procedures For Opening A New Account

- 11.10 The USA PATRIOT Act requires banks to take extra security precautions to help fight the funding of terrorism and money laundering activities. These precautions are also designed to help prevent crimes such as identity theft and account fraud. We are required to obtain, verify, and record information that will verify the identity of each person who opens an account. These procedures apply to individual, business, trust and estate customers. What this means for you is that when you open an account of any type, we will ask for your name, physical address, tax identification number, and date of birth. All financial institutions are required by law to gather this information. We will also ask for documents (such as your drivers license) that will help us verify your identity. In some cases, we may use outside sources to confirm the information we obtain from you. As always, your information will remain confidential and protected by law and our own privacy policy.

12.00 Substitute Form W-9:

- 12.10 Under penalties of perjury, each OWNER with a Tax Identification Number listed in Section 4.92(A), certifies that it is that OWNER'S correct Tax Identification Number; and that the OWNER is not subject to backup withholding because: (a) the OWNER is exempt from backup withholding, or (b) the OWNER has not been notified by the Internal Revenue Service that the OWNER is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the OWNER that he is no longer subject to backup withholding.

- 12.20 The Internal Revenue Service (IRS) does not require your consent to any provision of this document other than the certifications required to avoid backup withholding and which are located in Section 12.10.

Accepted by the OWNER, this

____ day of _____, 20 ____

_____, owner
Anton L. Graff - City Manager

_____, owner
Kathleen Brofka - Clerk/Treasurer

Accepted by the AGENT, this

____ day of _____, 20 ____

The First National Bank & Trust Co. of Iron
Mountain as Agent

By: _____
Michael J. Flannery

Its: Fiduciary Manager

**THE FIRST NATIONAL BANK & TRUST CO OF IRON MOUNTAIN
INVESTMENT AGENCY AGREEMENT
SCHEDULE OF ASSETS**

AGENCY AGREEMENT FOR: **City of Menominee Cemetery Perpetual Care Fund**

ACCOUNT NUMBER:

Paperwork update only.

PORTFOLIO PARAMETERS

Account Name: City of Menominee Cemetery Perpetual Care Fund

Account Number: _____ Date: _____

Goals/Purposes of Account

☐ Current income/support
☐ Surviving spouse/family
☐ Other: _____

☐ Payment of Bills
☐ Education

☐ Retirement
☐ Legacy/gifts

Time Horizon

☐ <3 yrs ☐ 3-5 yrs ☐ 5-10 yrs ☐ 10-15 yrs ☒ >15 yrs

Asset Allocation

☒ Fixed Income

☐ Balanced Toward Growth

☐ Income

☐ Growth

☐ Balanced Toward Income

☐ Other

☐ Balanced

Specific Considerations

The above parameters accurately reflect the manner in which I wish to have the assets in this account allocated, unless and until my fiduciary has been notified otherwise.

Anton L. Graff - City Manager

Date

Kathleen Brofka - Clerk/Treasurer

Michael J. Flannery
Fiduciary Manager

Date

November 20, 2019

City of Menominee
2511 10th Street
Menominee, MI 49858

First National Trust & Wealth Management
PO Box 370
Iron Mountain, MI 49801

RE: **City of Menominee Flower Fund**

This is my authorization to retain in the above referenced account the following common stock:

650 shares of AON PLC

Thank you

Kathleen Brofka, Treasurer

Date

Trust Department Email Opt-In

Name: City of Menominee Flower Fund Acct #: _____

First National Trust & Wealth Management sends out various email communications, including weekly Market Updates, Quarterly Newsletters and other articles of interest to our clients (emails). These emails are informational, opting-in or out will not affect our communication with you regarding your account. We will not publish, share or sell your email. Please be sure to keep us updated if you change your email address or would like to change your opt-in status. You may opt-out of these emails at any time by contacting First National Trust & Wealth Management or following the instructions in the email you will receive upon your consent.

☐ Yes, I would like to receive informational emails.

email address: _____

☒ No, I would not like to receive informational emails.

Signature: _____ Date: _____



**First National Trust &
Wealth Management**

233 S. Stephenson Ave. Iron Mountain, MI 49801

**THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN
INVESTMENT AGENCY AGREEMENT**

AGENCY AGREEMENT FOR: City of Menominee Flower Fund

ACCOUNT NUMBER: _____

The undersigned, hereinafter called the "OWNER" hereby requests THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN, a National Banking Association, hereinafter called the "AGENT", to establish and maintain, in the name of the OWNER, an Agency Account for all monies and assets deposited herewith (all as more particularly identified on the Schedule of Assets), and such other monies or assets which may be hereafter deposited with and accepted by the AGENT, under the following terms and conditions:

1.00 As AGENT we will:

1.10 Collect the dividends, interest, or other income on the assets placed in the account or held from time to time in the account.

1.20 Invest monies of the account awaiting distribution, investment or reinvestment in one of the following daily available money market type funds offered by the AGENT.

- ☒ An Institutional Money Market Fund paying taxable dividends.
- ☐ An Institutional Money Market Fund paying dividends that are generally exempt from Federal Income Tax.
- ☐ Insured deposit instruments offered by The First National Bank & Trust Co. of Iron Mountain.

1.30 Invest the assets composing the account in a Discretionary Manner (managed account) using the following investment options:

- ☒ Model Portfolio's offered by the AGENT; Specifically, Model Portfolio: Income
- ☐ Invest to target allocation of: _____ % Cash (MMF) _____ % Fixed Income _____ % Equities (Stock)
- ☐ Individual securities that are direct obligations of the United States Government.
- ☐ Insured deposit instruments issued by The First National Bank & Trust Co. of Iron Mountain or any other insured financial institution.

If more than one Investment Choice is selected, the OWNER authorizes the AGENT to use any combination of the investment choices designated above that it deems appropriate to meet the investment objectives of the OWNER as the AGENT understands them. The OWNER hereby acknowledges that the AGENT has been granted a certain amount of investment discretion and is hereby authorized and empowered to manage, supervise and administer the assets comprising said account.

1.40 Invest the assets composing the account in a Non-Discretionary Manner (directed account).

The OWNER hereby wishes the AGENT to have no investment discretion and to only invest assets in the account at the specific direction of the OWNER. The OWNER should make a selection under paragraph 1.20 and mark the following:

- ☐ AGENT MAY ONLY MAKE INVESTMENTS UPON THE DIRECTION OF THE OWNER.

- 1.50 Credit all interest, dividends, or other income earned by the investments held in the account as follows: (Capital Gain transactions will be considered principal of the account NOT income unless otherwise directed.)
- ☐ Credit a/c # at First National Bank & Trust Co. of Iron Mountain each ☐ month, ☐ quarter, ☐ year.
 - ☐ Send a check to the OWNER each ☐ month, ☐ quarter, ☐ year.
 - ☒ Accumulate income in account until otherwise notified.
 - ☐ Other: See "LETTER OF INSTRUCTION" attached.
- 1.60 Distribute principal assets from the account, subject to the restrictions defined under section 4.92, to the OWNER, per their instruction(s).
- 1.70 Furnish the OWNER a report of account assets, values and transactions once each;
- ☐ Month
 - ☒ Quarter
 - ☐ Year
- ☒ Paper – mailed to address of record.
 - ☐ Electronic - accessible via online account access.
- 1.80 Furnish the OWNER information used for federal income tax reporting purposes. However, OWNER assumes the responsibility of filing proper tax returns and payment of any taxes or penalties associated with assets comprising the account.
- 2.00 **As AGENT we may:**
- 2.10 Hold securities in the name of the AGENT, a nominee of the AGENT, or a nominee of the depository used by the AGENT without disclosing the agency relationship.
- 2.20 Exercise in person or by proxy all rights, powers, options, privileges or any and all other powers available to the OWNER with respect to all securities held in the account from time to time.
- 2.30 Execute all instruments, whether ownership certificates or otherwise, required by any law or regulation for the collection of income.
- 2.40 Disburse such funds, as AGENT, in its discretion, deems advisable or necessary for the purpose of paying bills and other expenses of the OWNER in the event of the OWNER'S hospitalization, illness, disability or incapacity. For purposes of determining disability or incapacity, the AGENT may rely on a written statement to such effect signed by OWNER'S attending physician and one family member (or a second attending physician if a family member is unavailable). This provision shall be applicable only if all OWNERS of the account are incapacitated as described above.
- 3.00 **As AGENT we shall have the following investment powers:**
- 3.10 To retain as an asset of the account, any property now or hereafter transferred to it hereunder, regardless of the proportion of the account that such property may constitute.
- 3.20 To invest and reinvest assets of the Agency Account in such manner as the AGENT deems to be in the best interest of the OWNER, and in accordance with any investment guidelines, restrictions or directions in Section 1.30 or 1.40 and 4.92E; or presented in writing by the OWNER to the AGENT from time to time. The OWNER hereby authorizes the AGENT to invest and reinvest in allowable assets as a prudent investor.
- 3.30 To do all other acts, in the AGENT'S judgment, necessary or desirable for the proper management, investment and distribution of the account.

- 4.00 **The above and all subsequent instructions of the OWNER are subject to the following conditions:**
- 4.10 The AGENT shall be responsible for the safekeeping of the securities in its actual custody, excepting only loss or destruction caused by an act of God or by reason of war, whether declared or undeclared, or by the act of any executive, legislative, judicial, administrative or other governmental or military body or officer, or by any riot or civic commotion, or by the circumstances beyond its control.
- 4.20 All instructions from the OWNER should be in writing, but the AGENT may, in its discretion, accept alternate forms of instructions that it believes to be genuine, whether given orally; by telephone; facsimile; telegraph; cable; or computer. Any such accepted alternate form of instructions shall be the sole risk of the OWNER both as to the correctness of the message and its authenticity.
- 4.30 Orders for the purchase and sale of securities shall be placed for the account at the risk of the OWNER. The AGENT shall not be responsible for any act or omission of any broker or similar AGENT, whom the OWNER may designate or the AGENT may employ, to purchase, sell, or perform any act in respect to any securities held in the account at any time. The AGENT shall have no duty to take any action, other than herein specified, unless the AGENT agrees in writing to do so; and shall not have to commence, appear in, or defend any legal action with respect to any property held or to be held for the account; or with respect to any act taken or omitted by it unless the OWNER requests the AGENT to do so and the AGENT agrees thereto; provided, however, that the AGENT may, at its option commence, appear in, or defend any such legal action without the consent of the OWNER. The AGENT shall have no liability in connection with any action taken or omitted by it in good faith with respect to the account and the OWNER. The OWNER agrees to hold the AGENT harmless from all liabilities and expenses incurred in connection with any such act or omission that was undertaken in good faith.
- 4.40 Collections of income and principal shall be made by the AGENT in accordance with its usual and customary business practices. The AGENT assumes no responsibility regarding such collections beyond the exercise of due diligence.
- 4.50 The compensation of the AGENT for its services hereunder (including but not limited to AGENT'S fees, expenses, charges, taxes, and costs of defending litigation) shall be payable in accordance with its then current fee schedule and may be charged to the account or billed to the OWNER in the discretion of the AGENT. The AGENT'S expenses in connection with assets held or to be held in the account or any action taken or omitted by the AGENT with respect to the account, and any payments with respect to any liabilities incurred by the AGENT in connection with assets held or to be held for the account, may be charged to the account or billed to the OWNER in the discretion of the AGENT. AGENT may invest in mutual funds and provide services to the fund company for which AGENT may receive a fee (including 12b-1 fees).
- 4.60 If the AGENT merges or consolidates with any other corporation, or if the AGENT shall reincorporate or reorganize, or if the AGENT shall be purchased by another corporation, then the corporation so formed or succeeding to the AGENT'S business shall become successor AGENT hereunder vested with all the rights and chargeable with all the duties as set forth hereunder.
- 4.70 All communications from the AGENT shall be to the OWNER at the address(es) shown in Section 4.92A, or at such other address(es) as the OWNER shall from time to time direct. Notices may be delivered in person, sent by US mail, first class with postage prepaid or sent by overnight delivery service.
- 4.80 The OWNER or the AGENT may revoke or amend this agreement at any time by written instrument delivered to the other party. However, in the case of an amendment, the amended language shall not become effective until accepted by the AGENT. Upon revocation by either party, the AGENT is authorized to take all steps necessary to pay over, transfer, deliver or surrender to the OWNER (or as instructed by the OWNER) all assets then constituting said account.
- 4.90 The OWNER may make additions or withdrawals from this account unless otherwise restricted in accordance with Section 4.92D.

4.91 At the death of the OWNER, any balance remaining shall be paid to the deceased's estate unless this account is held by more than one owner as Joint Tenants With Right of Survivorship (JTWROS) or unless specified otherwise in Section 4.92F.

4.92 This section contains the OWNER'S stipulations for Ownership and Tax Information; Designation of Ownership Percentages; Designation of Tax Reporting Percentages; Account Reporting Requirements; Deposit Acceptance; Withdrawal Rights; Authorization for Investment Direction; and Designation of Beneficiaries:

4.92A **OWNERSHIP DESIGNATION AND INFORMATION:**

Owner (1) Name: City of Menominee

Owner (2) Name:

Address: 2511 10th Street

Address:

Menominee, MI 49858

Date of Birth:

Date of Birth:

SSN or TIN: 38-60004576

SSN or TIN:

State of Residency: Michigan

State of Residency:

Citizenship:

Citizenship:

Home Phone:

Home Phone:

Business Phone: 906.863.2656

Business Phone:

Cell Phone:

Cell Phone:

Email:

Email:

Driver's License Number:

Driver's License Number:

State of Issue:

State of Issue:

Date of Issue:

Date of Issue:

Date of Expiration:

Date of Expiration:

4.92B **EARNINGS REPORTING PERCENTAGE DESIGNATION (For IRS Information Reporting):**

Name

Earnings % Assigned

City of Menominee

100

4.92C **EXTRA REPORT STATEMENTS ARE TO BE SENT TO THE FOLLOWING:**

Name: _____

Address: _____

4.92D **AUTHORITY TO MAKE DEPOSITS OR WITHDRAWALS IS RESTRICTED AS FOLLOWS:**

Anton (Tony) L. Graff - City Manager

Kathleen (Kathy) Brofka - Clerk/Treasurer

4.92E **AUTHORITY TO CHANGE INVESTMENT DISCRETION OR ELECTIONS IS RESTRICTED AS FOLLOWS:**

Anton (Tony) L. Graff

Kathleen (Kathy) Brofka

4.92F BENEFICIARY DESIGNATION:

I direct that upon the death of the last remaining OWNER, the assets shall be distributed as follows:

N/A

Primary Beneficiaries

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name (if naming spouse as a beneficiary, do so here)		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %

Contingent Beneficiaries

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name (if naming spouse as a beneficiary, do so here)		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %
<input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust <input type="checkbox"/> Other Entity	Name		<input type="checkbox"/> Per stirpes
	Social Security or Tax ID Number	Date of Birth (MM DD YYYY)	Share percentage %

- 5.00 In signing this agreement, each OWNER acknowledges that: (a) OWNER has full capacity to contract and is signing this agreement of OWNER'S own free will, without undue influence from any party, or the AGENT; (b) prior to signing this agreement OWNER has consulted with personal, legal, and other professional advisors about the effect of signing this agreement to the extent that OWNER deems necessary; (c) no promises of investment performance have been made by the AGENT; (d) OWNER has been provided with a copy of the AGENT'S current schedule of fees for accounts of this type, and; (e) investments or assets held in this account are not insured by the AGENT or the FDIC unless they are invested in deposits normally insured by the FDIC, but not in amounts which exceed the OWNER'S applicable FDIC coverage limits for deposits with that institution.

- 6.00 If a Model Portfolio offered by THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN is chosen as the investment option in Section 1.30, the OWNER hereby states that: (a) the OWNER waives the right to receive individual prospectuses for any mutual funds that are held in the account from time to time, but acknowledges that a prospectus is available upon request; (b) the OWNER and the AGENT have discussed the investment objectives leading to the selection of said Model Portfolio; (c) the OWNER will advise the AGENT of any change in their financial situation that would affect the chosen investment selection, and; (d) absent notification by the OWNER, the AGENT shall continue to invest and reinvest assets of the account in accordance with the selected model's objectives.

7.00 **Shareholder Communications Election:**

- 7.10 In an effort to permit direct communications between a company which issues securities and the shareholder(s) who vote(s) those securities, the Securities and Exchange Commission has adopted Rule 14b-1(c). This Rule directs us to ask each client for whom we hold securities whether they authorize us to provide their name, address, and share position to requesting companies whose securities you own. If you tell us "no," we will not provide this information to requesting companies. If you tell us "yes," we will provide your name, address, and share position to requesting companies. Under the Rule, your "yes" or "no" will apply to all securities we hold for you.

- 7.20 Complete this authorization by selecting one of the options below. Your failure to designate an option will be treated as electing option B.

- A) ☐ You are authorized to release my name, address, and share positions.
B) ☒ You are not authorized to release my name, address, and share positions.

- 7.30 The signing and dating of this agency agreement will serve as verification of the election exercised pursuant to this Paragraph.

8.00 **IRA Investment Agreement**

- ☒ No this is not an IRA Investment Agreement
☐ Yes, this is an IRA Investment Agreement and I, the undersigned, have executed an IRA Agreement with THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN, hereinafter referred to as "BANK." The authority to invest all, or a portion, of this IRA's assets are further defined under the terms and conditions of this Agency Agreement, which terms and conditions are incorporated as Articles of the IRA and made a part of the IRA agreement by reference hereto.

9.00 **Miscellaneous**

- 9.10 The order of paragraphs and sections of this agreement are for convenience and reference only and shall not be used in construction or interpretation thereof. This document shall bind the OWNER'S heirs, distributees, executors, administrators, legal representatives, and assigns. All rights arising hereunder shall be determined according to the laws of the State of Michigan.

10.00 **Letter of Instruction**

- ☒ No, I am not executing a letter of instruction at this time.
☐ Yes, I am executing a letter of instruction at this time and below are the instructions.

- 10.01 The OWNER maintains a transaction account# _____ with The First National Bank and Trust Co. of Iron Mountain and this Agency account.

- 10.02 The OWNER hereby authorizes the AGENT to transfer funds between these accounts to maintain an approximate collected balance of \$ _____ in the transaction account referenced above.

- 10.03 The OWNER acknowledges that the transaction checking account will be subject to the regular schedule of fees and charges imposed by The First National Bank & Trust Co. of Iron Mountain for transactions and activity associated with that type of checking account. The OWNER also acknowledges that consideration has been given to the affects of maintaining a collected balance stated in Paragraph 2.00 on the potential charges assessed to the transaction account.
- 10.04 OWNER agrees to maintain sufficient funds in the agency account, referenced above, to make any of the required transfers. OWNER understands that the AGENT will only transfer funds to the transaction checking account when sufficient funds are available in the daily available money market fund maintained in the above referenced account.
- 10.05 OWNER agrees that transfers to and from the transaction checking account and agency account will be a minimum and in multiples of \$_____.

11.00 Important Information About Procedures For Opening A New Account

- 11.10 The USA PATRIOT Act requires banks to take extra security precautions to help fight the funding of terrorism and money laundering activities. These precautions are also designed to help prevent crimes such as identity theft and account fraud. We are required to obtain, verify, and record information that will verify the identity of each person who opens an account. These procedures apply to individual, business, trust and estate customers. What this means for you is that when you open an account of any type, we will ask for your name, physical address, tax identification number, and date of birth. All financial institutions are required by law to gather this information. We will also ask for documents (such as your drivers license) that will help us verify your identity. In some cases, we may use outside sources to confirm the information we obtain from you. As always, your information will remain confidential and protected by law and our own privacy policy.

12.00 Substitute Form W-9:

- 12.10 Under penalties of perjury, each OWNER with a Tax Identification Number listed in Section 4.92(A), certifies that it is that OWNER'S correct Tax Identification Number; and that the OWNER is not subject to backup withholding because: (a) the OWNER is exempt from backup withholding, or (b) the OWNER has not been notified by the Internal Revenue Service that the OWNER is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the OWNER that he is no longer subject to backup withholding.
- 12.20 The Internal Revenue Service (IRS) does not require your consent to any provision of this document other than the certifications required to avoid backup withholding and which are located in Section 12.10.

Accepted by the OWNER, this

_____ day of _____, 20____

_____, owner

Anton L. Graff, City Manager

_____, owner

Kathleen Brofka, Clerk/Treasurer

Accepted by the AGENT, this

_____ day of _____, 20____

The First National Bank & Trust Co. of Iron Mountain as Agent

By: _____
Michael J. Flannery

Its: Fiduciary Manager

**THE FIRST NATIONAL BANK & TRUST CO OF IRON MOUNTAIN
INVESTMENT AGENCY AGREEMENT
SCHEDULE OF ASSETS**

AGENCY AGREEMENT FOR: **City of Menominee Flower Fund**

ACCOUNT NUMBER:

Paperwork update only.

PORTFOLIO PARAMETERS

Account Name: City of Menominee Flower Fund

Account Number: _____ Date: _____

Goals/Purposes of Account

☐ Current income/support
☐ Surviving spouse/family
☐ Other: _____

☐ Payment of Bills
☐ Education

☐ Retirement
☐ Legacy/gifts

Time Horizon

☐ <3 yrs ☐ 3-5 yrs ☐ 5-10 yrs ☐ 10-15 yrs ☒ >15 yrs

Asset Allocation

☒ Fixed Income

☐ Balanced Toward Growth

☐ Income

☐ Growth

☐ Balanced Toward Income

☐ Other

☐ Balanced

Specific Considerations

The above parameters accurately reflect the manner in which I wish to have the assets in this account allocated, unless and until my fiduciary has been notified otherwise.

Anton L. Graff, City Manager

Date

Kathleen Brofka, Clerk/Treasurer

Michael J. Flannery
Fiduciary Manager

Date



**First National Trust &
Wealth Management**

233 S. Stephenson Ave. Iron Mountain, MI 49801

RECOMMENDATION:

At a January 15, 2020 meeting, the Downtown Development Authority (DDA) discussed their boundaries and they recommend to City Council that Council approve continuation of the DDA Boundary Expansion as published for the Public Hearing on November 18, 2019 with a request that City Attorney Michael Celello to prepare the Ordinance and schedule a Public Hearing for the February 18, 2020 Regular City Council meeting.

DOWNTOWN DEVELOPMENT AUTHORITY

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									

RECOMMENDATION:

At a January 16, 2020 meeting, the Election Commission discussed the need to establish an Absent Voter Ballot Counting Board and they recommend to City Council that Council adopt the following resolution:

**RESOLUTION #2020-001
Resolution Establishing
an Absent Voter Counting Board for
City of Menominee Elections**

WHEREAS, the Menominee City Clerk is responsible for conducting elections in the City of Menominee; and

WHEREAS, Michigan Election Law permits the City of Menominee, by resolution to provide an Absent Voter Counting Board (AVCB) appointed by the Election Commission; and

WHEREAS, the Board of Election Commissioners shall appoint a minimum of three inspectors to the AVCB;

NOW, THEREFORE, BE IT RESOLVED, that the Menominee City Council establishes an Absent Voter Counting Board for all wards and precincts in the City of Menominee.

ELECTION COMMISSION

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									

BOARD REPORT:

At a December 19, 2019 meeting, the Water and Wastewater Utility Board discussed the Water Plant and Distribution Operations Assessment which includes performing critical infrastructure assessment and they recommend to City Council that Council accept the Lockwood, Andrews, and Newnam, Inc. proposal in the lump sum fee of \$24,250 to prepare the raw water (intake) supply resiliency plan which will include an assessment and evaluation of the intake pipe and pumps located at Henes Park.

WATER AND WASTEWATER UTILITY BOARD

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Menominee Raw Water Supply Resiliency Plan

Requesting Agency:	Water Operations	Meeting Date:	January 20, 2020
Contact:	Tricia Alwin, City Engineer Tony Graff, City Manager	Public Hearing:	N/A
Phone:	906-863-1747	Advertising Date:	N/A
		Council District:	All
Attachments:	Raw Water Supply Resiliency Plan Proposal		

PURPOSE: Begin the process to prepare the raw water (intake) supply resiliency plan which will include an assessment and evaluation of the intake pipe and pumps located at Henes Park.

BACKGROUND: As part of the Water Plant and Distribution Operations assessment which includes performing critical infrastructure assessment. Professional Services qualifications was included in the Request for Qualifications submitted by November 20, 2018 for the raw water supply infrastructure and operations experience. Lockwood, Andrews & Newnam, Inc. (LAN) submitted their qualifications as part of the RFQ for the water supply infrastructure and the staff review committee agreed this company was the best qualified.

LAN was contacted to meet with city staff to discuss the scope of work for creating the water supply resiliency plan. The current raw water supply intake and pump station was installed in 1986/87. Routine inspections and maintenance have been conducted however this scope of work goes beyond routine inspection to prepare a phased plan to improve reliability and resiliency to ensure an uninterrupted water supply. Furthermore, the plan may be used to support applications for various state and federal funding. (see attached plan)

The costs for the phased plan is a total lump sum fee of \$24,250

BUDGET IMPACT: The current budget has \$25,000 budgeted for this project.

STAFF RECOMMENDATION / ACTION REQUESTED: The staff is recommending to approve the Lockwood, Andrews, and Newnam, Inc. scope of work for a lump sum fee of \$24,250 and to recommend approval to the City Council.

COMMITTEE RECOMMENDATION / ACTION: At a December 19, 2019 meeting, the Water and Wastewater Utility Board recommended to City Council that Council accept the Lockwood, Andrews, and Newnam, Inc. proposal in the lump sum fee of \$24,250 to prepare the raw water (intake) supply resiliency plan which will include an assessment and evaluation of the intake pipe and pumps located at Henes Park.



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

November 15, 2019

City of Menominee
2511 10th Street
Menominee, MI 49858

Attention: Tony Graff, City Manager
Subject: Menominee Raw Water Supply Resiliency Plan

Dear Mr. Graff:

This Agreement between THE CITY OF MENOMINEE (CLIENT) and LOCKWOOD, ANDREWS & NEWNAM, INC. (CONSULTANT) is for the performance of professional engineering services as set forth herein. For good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree as follows:

BACKGROUND

The City of Menominee owns and operates a submerged, wooden intake crib structure and 30-inch ductile iron intake pipeline to convey raw water from Green Bay to the shorewell pump station. The intake structure is 1,500 feet from shore in approximately 18 to 19 feet of water, based on average Green Bay water levels. The interior of the intake structure and intake pipeline are protected from zebra mussel infestation through the application of sodium permanganate via HDPE chemical piping and diffusers. The shorewell pump station consists of a manual bar screen, wetwell, four (4) vertical turbine pumps, discharge piping and valves, and chemical feed of powdered activated carbon (PAC) for total organic carbon (TOC) and taste and odor (T&O) removal. The shorewell pump station conveys raw water through a single 24-inch DIP raw water transmission main to the Menominee Water Treatment Plant (WTP) approximately 1.75 miles away.

The City has expressed concerns about the lack of redundancy in the raw water supply system described above. Aside from the pumps at the shorewell pump station, the raw water supply facilities have no redundancy and failure of any of these elements (intake structure, intake pipeline, zebra mussel control system, or raw water transmission main) would jeopardize the City's ability to provide potable water to their customers.

The following conditions of the existing raw water supply facilities are noted below:

- **Wooden Intake Crib**
 - No icing has been noted, though it is more susceptible to icing due relatively shallow depth
 - Sodium permanganate for zebra mussel control is added only at the inlet to the two intake cones within the wooden intake crib structure. Zebra mussel colonies grow on



intake structure surfaces where sodium permanganate is not applied; dive video/photos indicate mussel infestation reducing the area between wooden beams where water flows through the top of the structure. This may cause higher headloss and reduction in capacity of the intake structure. Higher velocities may also increase potential for ice formation.

- Single intake structure, no redundancy
- Intake Pipeline
 - Condition is unknown as it is too small for manned diver inspection
 - Chemical feed lines prevent remote operated vehicles (ROVs) from entering the pipeline for inspection
 - Actual capacity is unknown as current water demands are low and intake system has been adequate. Original design capacity may be reduced if intake pipeline is partially filled with sediment or biofouling by zebra mussels.
 - Single pipeline, no redundancy
- Chemical Feed Lines
 - Feed lines installed within intake pipeline but are not ballasted or otherwise secured to the inside of the intake pipeline; one feed line for each cone.
 - Back pressure on chemical feed pumps has been increasing, which indicates a problem with the piping (e.g. air binding, blockage, kink in pipeline, etc.)
 - Spare chemical feed line installed during original installation was subsequently damaged and unusable; no redundancy
- Shorewell Pump Station
 - PAC dust and residue covers much of the equipment and surfaces in the pump room
 - PAC dust may lead to premature failure of electrical, mechanical, and pumping equipment
- 24-inch DIP Raw Water Transmission Main to WTP
 - Condition unknown
 - Susceptible to railroad loads
 - Single pipeline, no redundancy

As noted, above there are many questions and unknowns regarding the raw water supply system. During initial discussions with City operations and management staff, the City requested that LAN prepare a plan to improve reliability and resiliency to ensure an uninterrupted water supply. The plan may be used to support applications for various state and federal funding programs.

SCOPE OF WORK

LAN will develop a phased plan to improve the reliability and resiliency of the raw water supply system and will include the following basic elements:

1. Introduction and Purpose of Plan
2. Summarize Current Condition and Capacities of Raw Water Supply System Components



3. Document Risks and Consequences of Failure of Specific Equipment or Components of the Raw Water Supply System
4. Description of Project Alternatives to Provide System Redundancy and Reliability
 - a. Add Second Intake from Existing Shorewell Pump Station
 - b. Add Second Intake Extended from Existing Intake Pipeline
 - c. Add Second Intake and Shorewell Pump Station at WTP
 - d. Add Redundant, Parallel Raw Water Transmission Main from Shorewell to WTP
 - e. Add Raw Water Storage Near WTP
 - f. Provide Emergency Finished or Raw Water Interconnect with Marinette, WI
 - g. Portable Pumps and Piping from Barge
5. Evaluate Project Alternatives
 - a. Develop Opinions of Probable Project Costs (Class 5 per AACE; indexed to latest ENR Construction Cost Index)
 - b. Evaluation Criteria
 - i. Cost
 - ii. Operation and Maintenance
 - iii. Emergency Responsiveness
 - iv. Constructability
 - v. Reliability/Redundancy
 - vi. Environmental
 - c. Evaluation Matrix
6. Recommendations for Raw Water Supply System Improvements
7. Implementation Plan
 - a. Phase 1 – Condition Assessment of Intake Pipeline
 - i. Perform initial drawdown test to determine current intake capacity
 - ii. Remove and replace existing chemical feed lines
 - iii. Inspect interior of intake pipeline with ROV
 - iv. Develop rehabilitation alternatives of intake pipeline
 - v. Recommendations for intake pipeline rehabilitation
 - b. Phase 2 – Rehabilitate Intake Pipeline Based on Condition Assessment Recommendations
 - c. Phase 3 – Implement Recommended Project Alternative(s) to Provide System Redundancy

Work includes one (1) site visit for project Kickoff Meeting and to perform the following tasks:

1. Kickoff Meeting
2. Discuss Project Goals
3. Collect available drawings, records, and other pertinent data
4. Interview operations and maintenance staff
5. Document operational issues
6. Perform visual assessment of accessible existing raw water supply components



The development of project alternatives will be conceptual in nature relying on "desktop study" level reviews of readily available and published information, which may include geotechnical data, topographic/bathymetric survey data, navigation charts, etc. Work does not include any field work or testing for the following:

1. Land or marine geotechnical borings
2. Topographic or bathymetric surveys
3. Shorewell pump station drawdown tests
4. Inspections of intake structure and pipeline
5. Inspections of existing shorewell pump station mechanical, electrical, and pumping equipment

Work also includes one (1) meeting to present Final Draft Plan findings and review City comments prior to making final edits and submission of Final Plan to City for approval.

FEES FOR PROFESSIONAL ENGINEERING SERVICES

We will perform these services for a Total Lump Sum Fee of **\$24,250.**

SCHEDULE

Work shall be completed by March 31, 2020 and shall follow the following basic milestone schedule:

LAN Proposal Approved by City Council	December 16, 2019
Notice to Proceed to LAN	December 17, 2019
Project Kickoff Meeting	January 3, 2020
Draft Plan Submitted for City Review	February 14, 2020
Final Draft Plan Submitted for City Review	March 13, 2020
Final Draft Plan Presentation of Findings	March 20, 2020
Final Plan Submitted to City	March 31, 2020

AGREEMENT

This proposal shall become a contractual agreement between the parties effective on the date accepted and shall be bound by the terms and conditions hereby incorporated by reference and attached hereto:

- **Exhibit A - General Terms and Conditions, consisting of 3 pages.**
- **Exhibit C - Deliverables, consisting of 1 page.**



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

If this meets with your approval, please sign and return two (2) copies of this letter to us. Thank you for this opportunity to serve you. Upon final approval by an officer, a copy will be returned for your files.

Sincerely,

LOCKWOOD, ANDREWS & NEWNAM, INC.

J. Warren Green, PE
Vice President, Chief Engineer

Date: _____

ACCEPTED BY CLIENT:

APPROVED:

For: CITY OF MENOMINEE

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

TERMS AND CONDITIONS

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the agreement by and between **Lockwood, Andrews & Newnam, Inc.** ("Consultant") and **City of Menominee** ("Client") dated _____ (the "Agreement"). The Consultant and Client (also referred to collectively as the "Parties" and individually as "Party") agree to the following terms and conditions:

- 1.0 **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the "Standard of Care"). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.
- 2.0 **Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Client and Consultant, to the fullest extent permitted under applicable law, Client agrees that Consultant's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the amount of insurance required to be carried by Consultant under this Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
- 3.0 **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
- 4.0 **Intellectual Property.**
 - 4.1 "Intellectual Property" as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
 - 4.2 "Work Product" as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.

- 4.3 "Deliverable" as used in these Terms and Conditions shall mean a Work Product required to be delivered to Client under the Agreement and actually delivered to Client by Consultant.
- 4.4 Client shall own all Deliverables delivered to Client by Consultant.
- 4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Client's final and full payment of all fees under the Agreement, and provided there is no dispute between Client and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Client an irrevocable, royalty-free, world-wide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.
- 4.6 Client shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Client agrees to indemnify Consultant for Client's unauthorized use of Intellectual Property, Work Product, and Deliverables.
- 5.0 **Opinions of Probable Costs.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Client acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Client further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.
- 6.0 **Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.
- 7.0 **Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.
- 8.0 **Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Client hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.

- 9.0 Mutual Waiver and Release Against Individual Employees.** Consultant and Client agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

10.0 Payment

- 10.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.
- 10.2 The Client acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Client.

EXHIBIT C

DELIVERABLES DUE UNDER THE AGREEMENT

This **Exhibit C**, Deliverables Due Under the agreement, is incorporated into and made a part of the agreement by and between **Lockwood, Andrews & Newnam, Inc.** ("Consultant") and **City of Menominee** ("Client") dated _____ (the "Agreement"). The Consultant and Client (also referred to collectively as the "Parties" and individually as "Party") agree to the following:

1.0 A "Deliverable" is defined under Exhibit A, "Terms and Conditions", at paragraph 4.3. of the Master Agreement.

2.0 The Deliverables due under the Agreement are as follows:

Name	Format	Description
Menominee Raw Water Supply Resiliency Plan	Report	Plan will document current raw water supply components conditions; evaluate risks and consequences of failure; develop and evaluate project alternatives to provide redundancy and reliability to the raw water supply; recommend project alternatives for implementation; and recommend phased implementation steps. Plan may be used in support of application for state and federal funding.

3.0 The above is intended to be a comprehensive list. Any items not listed above are not Deliverables due under this Agreement. Any additional Deliverables accepted by the Client, or any Work Product prepared at the request of the client for prospective Deliverables not listed above, are outside the scope of the Agreement and will result in additional fees.

4.0 This Exhibit C may only be amended by written agreement of the parties.

BOARD REPORT:

At a January 9, 2020 meeting, the Water and Wastewater Utility Board discussed equipment needs and they recommend to City Council that Council approve the purchase of a used 2011 Vactor 2100 Plus Combination Sewer Cleaner from Macqueen Equipment in the amount of \$220,000.

WATER AND WASTEWATER UTILITY BOARD

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee City Council

TITLE: Recommend Purchase of Combination Sewer Truck.

Requesting Agency:	City Engineer's Office	Meeting Date:	January 20, 2020
Contact:	Tricia Alwin, City Engineer/DPW Director	Public Hearing:	N/A
Phone:	906-863-1751	Advertising Date:	N/A
		Council District:	All Districts

Attachments: Macqueen Equipment Group RFP for Combination Sewer Cleaner.

PURPOSE:

Request that the City Council approve the purchase of a used 2011 Vactor 2100 Plus Combination Sewer Cleaner from Macqueen Equipment in the amount of \$220,000.

BACKGROUND:

The existing vactor truck has many maintenance issues. The 2019-2020 Capital Improvement Plan for FY19/20 recommended a budget of \$225,000 for a Vactor Truck.

SUMMARY: RFPs were sent to several companies in December 2019 but only Macqueen Equipment had a Vactor truck that matched the RFP.

BUDGET IMPACT: \$225,000 was budgeted for a Vactor Truck and this bid is \$5,000 under the budgeted price at \$220,000.

STAFF RECOMMENDATION / ACTION REQUESTED:

The City Engineer recommends that the City Council approve the purchase of a used 2011 Vactor 2100 Plus Combination Sewer Cleaner from Macqueen Equipment in the amount of \$220,000.

COMMITTEE RECOMMENDATION / ACTION:

At a January 9, 2020 meeting, the Water and Wastewater Utility Board recommended to City Council that Council approve the purchase of a used 2011 Vactor 2100 Plus Combination Sewer Cleaner from Macqueen Equipment in the amount of \$220,000.



**MACQUEEN EQUIPMENT
GROUP™**

Quality Environmental Solutions and Support

www.macqueeneq.com

12/20/19

CITY OF MENOMINEE, MI

RFP – COMBINATION SEWER CLEANER TRUCK

Attached is a proposal for (1) Used 2011 Vactor 2100Plus Combination Sewer Cleaner

Thank you for the opportunity to quote!

Grant Wegner

Grant.Wegner@macqueengroup.com

920-327-9111

**CITY OF MENOMINEE, MI
REQUEST FOR PROPOSAL
FOR
COMBINATION SEWER CLEANER TRUCK**

The following specification is based upon an VACTOR 2100PLUS COMBINATION SEWER CLEANER. The CITY OF MENOMINEE, MI's Public Works Department has evaluated different types of combination sewer cleaners and has determined that this product is best suited for the CITY OF MENOMINEE, MI's needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all sewer cleaners bid will be compared.

It is the intent of this specification to provide for the purchase of one (1) USED combination sewer cleaner following configuration:

****Configuration****

- 1.1 Configuration shall be at least 15yd³ debris bodyCOMPLY: YES X NO ____
- 1.2 Configuration shall have 1500gal of water capacity.....COMPLY: YES X NO ____
- 1.3 Configuration shall be single-piston jet rodder pump.....COMPLY: YES X NO ____
- 1.4 Configuration shall be PD Blower, 16" or greater.....COMPLY: YES X NO ____
- 1.5 Configuration shall have Telescoping Boom, 8' or moreCOMPLY: YES X NO ____
- 1.6 Configuration shall have dump height of at least 60".....COMPLY: YES X NO ____
- 1.7 Configuration shall at least 80GPM variable flow water system.....COMPLY: YES X NO ____

****Condition****

- 2.1 Model year shall be 2010 or newer.....COMPLY: YES X NO ____
- 2.2 Hours of unit shall not exceed 1,700HRS.....COMPLY: YES X NO ____
- 2.3 Miles of chassis shall not exceed 120,000Miles.....COMPLY: YES X NO ____

****Support/Serviceability of sweeper shall be****

- 3.1 Service and support through OEM Parts and Trained service technicians shall be no more than 175miles from City of Menominee, MI Garage..... COMPLY: YES X NO ____
- 3.2 Dealer to deliver unit and train operators for (1) full dayCOMPLY: YES X NO ____

PROPOSAL FORM

TO: CITY OF MENOMINEE, MI

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the CITY OF MENOMINEE, MI the unit listed below. The CITY OF MENOMINEE, may, at its sole discretion, purchase such unit.

PROPOSAL FORMS MUST BE RETURNED TO CITY OF MENOMINEE, C/O KATHY BROFKA, CLERK/TREASURER, 2511 10TH STREET, MENOMINEE, MI 49858 BY 2PM ON 12/27/19

ONE (1) USED COMBINATION SEWER CLEANER

SEWER CLEANER MAKE: Vactor MODEL: 2100 Plus

PURCHASE PRICE: @ \$ 220,000 Total: \$ 220,000

DATE AVAILABLE: 1/17/2020

Signed: 

Bidder: Grant Wegner - MacBuccan Equipment

Title: Sales

Address N60 W15835 Kohler Ln.

Menomonee Falls, WI 53051

Date: 12/20/19.



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: CITY OF MENOMINEE, MI
1117 23RD AVE
MENOMINEE, MI 49858

Invoice To: CITY OF MENOMINEE - MI
1117 23RD AVE
MENOMINEE MI 49858

Attention: Primary Contact

Branch 02 - BRUCE MUNICIPAL		
Date 12/19/2019	Time 10:26:45 (O)	Page 1
Account No MENOM004	Phone No 9068633059	Est No 03 Q00626
Ship Via		Purchase Order VACTOR
Tax ID No		
GRANT WEGNER		Salesperson 173

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/18/2020 Amount

Stock #: C008313 Serial #: 11-05V-12608 220000.00
Used 2011 VA 2110P-16
USED 2011 VACTOR 2100PLUS
15YD3 DEBRIS BODY
824 ROOTS PD BLOWER - 16"
1500 GAL OF WATER CAPACITY
80GPM @ 2500PSI SINGLE PISTON JET RODDER PUMP
DEBRIS BODY WASH OUT
SS CYCLONE SEPARATORS
FOLD DOWN PIPE RACKS
LUBE MANIFOLD
AIR PURGE
FRONT BLOWER CONTROLS
8' TELESCOPING BOOM
COLD WEATHER RECIRCULATOR
HXX HYDROEXCAVATION PACKAGE
800' RODDER HOSE
60" DUMP HEIGHT
CHASSIS: FREIGHTLINER M2
ENGINE: DD13, 410HP
AXLE GVW - 66,000
HOURS: 1469
MILES: 85488

Sale # 01 Subtotal: 220000.00
TOTAL: 220000.00

Subtotal: 220000.00
Quote Total: 220000.00

Authorization: _____

**PRICE INCLUDES ALL REPAIR/REPLACEMENT WORK FOUND IN THE
Q1 INSPECTION COMPLETED PRIOR TO DELIVERY. UNIT WILL BE
DETAILED AND CLEANED PRIOR TO DELIVERY.
**PRICE INCLUDES DELIVERY TO CITY OF MENOMINEE, MI.
**PRICE INCLUDES OPERATOR TRAINING.

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www.macqueengroup.com









City of Menominee
City Council
Agenda Item

TITLE: Great American Disposal Contract for Household Waste Collection & Curbside Recycling Transition Plan

Requesting Agency:	Administration & Public Works	Meeting Date:	January 20, 2020
Contact:	Tony Graff, City Manager Tricia Alwin, City Engineer	Public Hearing:	N/A
Phone:	906-863-1747	Advertising Date:	N/A
		Council District:	All Districts
Attachments:	#1: Great American Disposal Contract #2: Cost Analysis		

PURPOSE:

The current Waste Management Contract expires on 2/29/2020 and Great American Disposal (GAD) was the low qualified bidder. Request to approve the GAD contract and prepare to implement the new service which includes curbside recycling and request a transition to prepare closing the city's current recycling facility within 90-days.

BACKGROUND:

Here is the overview of the Great American Disposal (GAD) contract with the revised fuel charge which was increased to which was recommended at the Public Works/Public Safety Committee meeting to begin contract negotiation.

RFP Request	Great American Disposal
5 yr. Contract + 2 yr. Extension	No Carts (Bags & Recycling Curb Pick-up)
Year 1	\$10.94 (\$3.65 Fuel)
Year 2	\$11.49 (\$3.65 Fuel)
Year 3	\$12.06 (\$3.65 Fuel)
Year 4	\$12.66 (\$3.65 Fuel)
Year 5	\$13.29 (\$3.65 Fuel)
Year 6	CPI
Year 7	CPI

This contract allows for household waste to be placed at the curb either in bags (black recommended) or place the bags instead a trash receptacle type of container at the curb (containers are provided by the household at their costs). In addition, permitted recycling items can be placed in a container. The staff is recommending to create a specification on the permitted type of containers household are allowed to use, i.e. 32 gallon or less plastic/rubber type of waste container with a lid. Staff will work with the local retailers to develop a program to offer containers for purchase.

The bulk recycling center next to city hall cost \$4,300 per month (average) which does include the city labor cost. The plan is to implement a 90-day transition period closing of the recycling center and to explore bulk cardboard collection alternative working with a collaborative partner. However, the goal is to eliminate the costs for operating the bulk recycling center by June 30, 2020.

Here is summary of the reference review with the City of Gillett, WI., City of Oconto Falls, WI., and Town of Oconto Falls, WI. Each of these 3 cities has GAD service from the Suamico Facility. All three responded with a good report regarding service, follow through when receiving customer request or complaints (which are very few), Town of Oconto Falls gave GAD a 10 rating, and City of Oconto Falls is highly satisfied and will begin curbside recycling in 2020.

The City working with GAD will develop a public education campaign using social media, flyers, direct mailing and local media public announcements beginning the 1st week in February.

City Attorney Michael Celello reviewed the final draft contract.

BUDGET IMPACT:

The new GAD contract will reduce the budget for FY20/21 by \$50,000 estimated. (Projected FY20/21 \$434,558 includes additional fuel charge at a rate of \$4.15 a gallon the FY19/20 budget is \$477,185 therefore the savings for next budget year is estimated to be \$42,627. The current budget year saving is \$7,000 which includes the 90-day recycling center transition period costs.

STAFF RECOMMENDATION / ACTION REQUESTED:

City Manager's recommendation is to approve the contract with Great American Disposal for the weekly curbside household waste and recycling (bags) pick-up and other disposal options including bulk pick up 2 times a year and city facilities trash collection containers and pick up schedule.

COMMITTEE RECOMMENDATION / ACTION:

At a January 14, 2020 meeting, the Finance Committee recommended to City Council that Council approve the contract with Great American Disposal for the weekly curbside household waste and recycling (bags) pick-up and other disposal options including bulk pick up two times a year and city facilities trash collection containers and pick up schedule for a five (5) year term beginning March 1, 2020 and ending February 28, 2025.



The
**GREAT
AMERICAN
DISPOSAL**

SERVICE AGREEMENT – WI
NON HAZARDOUS WASTES

CUSTOMER ACCOUNT NO. _____

FEDERAL I.D./SSS# _____

EFFECTIVE DATE _____

Great American Environmental Service, Inc.

ACCOUNT
NAME <u>City of Menominee</u>
SERVICE
ADDRESS <u>2511 10th St.</u>
CITY, ZIP <u>Menominee, MI 49858</u>
COUNTY <u>Menominee</u>
TEL # <u>906-863-2656</u> FAX _____
CONTACT <u>Tony Graff</u>

BILLING
NAME <u>City of Menominee</u>
BILLING
ADDRESS <u>2511 10th St.</u>
CITY, ZIP <u>Menominee, MI 49858</u>
TEL# _____ FAX# <u>0</u>
CONTACT <u>Tony Graff</u>
<input type="checkbox"/> check box if E-billing is preferred
EMAIL ADDRESS: _____

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	Schedule & Route No.	Charge(s)
									Month X
							Mon. Tue. Wed. Thu. Fri.		Lift
							Mon. Tue. Wed. Thu. Fri.		Month
							Mon. Tue. Wed. Thu. Fri.		Lift
							Mon. Tue. Wed. Thu. Fri.		Month
							Tue. Wed. Thu. Fri.		Lift
Map Code/Driver Notes:									Total
							Mon. Tue. Wed. Thu. Fri.		Month X
							Mon. Tue. Wed. Thu. Fri.		Lift
							Mon. Tue. Wed. Thu. Fri.		Month
							Mon. Tue. Wed. Fri.		Lift
									Month
									Lift

SPECIAL INSTRUCTIONS: NEW SERVICE FOR

SERVICE SCHEDULE:

Fuel Surcharge - Base Rate \$3.65/gal. For every \$0.10 increase in Diesel, a 1% surcharge will be added based on the USEIA website.

CUSTOMER DEPOSIT _____	Renegotiate _____
	60 Months _____
CONFIRMATION # _____	<div style="border: 1px solid black; padding: 5px;"> <p><i>This agreement does not automatically renew</i></p> </div>
P.O. NUMBER _____	
JOB NUMBER _____	
RECEIPT REQUIRED? _____	
TAXABLE _____	DISPOSAL SITE _____
SIC _____	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE / SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER.

CUSTOMER

(SIGNATURE)

(TITLE)

NAME (PRINT OR TYPE)

<<PLEASE SIGN/PRINT NAME &
DATE - TURN OVER & INITIAL
THE BACK

CONTRACTOR

Shane Lestrud

Sales Executive

920-617-6765

SCHEDULE OF CHARGES

Service Charge per Month	\$	Attachment A
Caster/Locks - Included	\$	
Fuel Surcharge	\$	Base Begins @
		\$3.65/Gal
If Needed: Extra Lift Charge Y \$		2yd \$55.00
If Needed: Extra Lift Charge R \$		4yd \$65.00
Hauling per Load.. \$		
Reactivation Charge	\$	
Delivery Charge	\$	
Removal Charge	\$	Upon Early
		Termination
If Container Switch/Move Charge..\$		100.00
Other Charges		
(Pre-Approved Overflow clean up)		10.00

1) TERM. The initial term of this Agreement shall be 60 months from the effective date of service, and shall be renegotiated at term end. At term end, options for additional twelve (24) month term or longer term is available thereafter, and either party may give written notice of their intent, via fax, email or certified mail with return receipt, to the other party at least thirty (30) days but not more than seventy-five (75) days prior to the expiration of the initial term or any renegotiated term. If neither party provides intent after term expires, service may continue month to month until renegotiation occurs. Customer represents and warrants that Customer does not have a current contract with a third party for the services to be provided by Company under this agreement.

(2) SERVICES RENDERED. Customer grants to the undersigned the exclusive right to collect and dispose of all Customer's Waste Materials (which include recyclable materials) and agrees to make the payments as provided for herein and GAD agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement.

(3) CHARGES AND PAYMENT. Customer shall pay Contractor on a monthly basis for the collections and disposal service provided by Contractor (including all charges for equipment maintenance) in accordance with the schedule of charges shown on the reverse side of this Agreement.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. Contractor may impose, and Customer agrees to pay, a late fee and interest for all past due payments no to exceed the maximum rate allowed by applicable law. In the event that any payment is not made when due, Contractor may, at its sole option, terminate the Agreement on notice to the Customer and recover all past due payments, recover any equipment on the premises of the Customer and to recover liquidated damages from Customer as set forth below. Subject to removal fee upon default termination of contract.

(4) RATE ADJUSTMENTS. Because disposal and fuel costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that in addition to the base rate, Contractor may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the rates from time to time, to adjust for increases in the Consumer Price Index, and Customer agrees that Contractor may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes) and shall not be withheld by the Customer. Contractor may only increase rates with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties. ~~Effective 08-01-2018, if diesel fuel rises to or above \$3.25 per gallon, the Fuel Surcharge will be added to the monthly charge as a separate line item and reviewed monthly, unless otherwise specified.~~

Fuel Surcharge - Base Rate \$3.65/gal. For every \$0.10 increase in Diesel, a 1% surcharge will be added based on the USEIA website.

(5) CHANGES. Changes in the Schedule of Charges, frequency of collection service, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

(6) WASTE MATERIAL. Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not be limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any other state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

(7) DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all Contractor's equipment and vehicles reasonable required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities for damage to pavement or road service.

(8) EQUIPMENT.

(a) Responsibility. The Equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees to not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

(b) Access. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

(c) Definition. The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste material including stationary compaction units, stationary baling units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified on the face of this Agreement.

(9) LIQUIDATED DAMAGES. If Customer defaults or attempts to cancel Contractor's services or this Agreement, Customer agrees that the Contractor's actual damages would be difficult if not impossible to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as a penalty an amount equal to 30% of the product of the last monthly charge at the time of default or cancellation multiplied by the number of months then remaining in the current term of the Agreement; plus all attorney's fees Contractor needs to enforce its rights against Customer for cancellation of said contract.

(10) ATTORNEY'S FEES. In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay Contractor all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.

(11) ASSIGNMENT AND BENEFIT. This agreement shall not be affected by any changes in the Customer's service address if such new address is located within Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.



GREAT AMERICAN DISPOSAL

"Attachment A"
City of Menominee

Curbside Weekly Garbage & Recycling = 2900 Homes

Year 1 - \$10.94 per home per month + Fuel Surcharge

Year 2 - \$11.49 per home per month + Fuel Surcharge

Year 3 - \$12.06 per home per month + Fuel Surcharge

Year 4 - \$12.66 per home per month + Fuel Surcharge

Year 5 - \$13.29 per home per month + Fuel Surcharge

Optional year 6 & 7 – CPI + Fuel Surcharge

Frontload Service =

(4) 4yd Garbage serviced 1x week = \$322.00 per month (City Hall, Public Works, Water & Waste Water Treatment)

(2) 2yd Garbage serviced 1x week = \$156.00 per month (Spies Library & Riverside Cemetery)

Total per month = \$478.00 per month

Seasonal Frontload Service (7 Park Locations April 1 thru October 31)

(7) 4yd Garbage serviced 1x week = \$607.00 per month

(2) 4yd Garbage Serviced 1x week = \$161.00 per month (River Park Campgrounds)

Total per month April 1 thru October 31 = \$768.00 per month

Bulk Waste Pickup 2 weeks per year. (Maximum of 3 items per household)

\$12,400.00 per year + Disposal (Brown County Transfer or WM Landfill for disposal, disposal rates are set by each location yearly)

Roll off pricing for large clean ups (Natural disaster, etc.)

Delivery - \$125.00

Haul Charge - \$245.00

Disposal – Set rate by Brown County or WM Landfill

*GAD to donate (2) 30 yard containers one time per year for the waterfront festival (Includes delivery, one haul each container and disposal, any additional hauls charges will occur)

*GAD Reserves the right to choose which disposal facility is used, Brown County Transfer or WM Landfill

Authorized Signature for City of Menominee

Date

Authorized Signature for Great American Disposal of Wisconsin, LLC

Date

Great American Disposal Household Waste Contract
Monthly and Annual Costs Analysis
 Prepared by: T. Graff (01/09/2020)

GAD Contract	Bags & Curbside Recycling	Monthly Cost @2900 Units	Annual Budget	City Facility P-Up	Bulk P-Up 2x yr.	Fuel Charge *	Total
Year 1	\$10.94	\$31,726.00	\$126,904.00	\$3,704.00	\$8,500.00		\$139,108.00
Year 2	\$11.49	\$33,321.00	\$387,092.00	\$11,112.00	\$17,000.00	\$19,355	\$434,558.60
Year 3	\$12.06	\$34,974.00	\$406,464.00	\$11,112.00	\$17,000.00	\$20,322	\$454,898.33
Year 4	\$12.66	\$36,714.00	\$426,648.00	\$11,112.00	\$17,000.00	\$20,830	\$475,590.39
Year 5	\$13.29	\$38,541.00	\$447,876.00	\$11,112.00	\$17,000.00	\$21,351	\$497,339.15
Year 6 (CPI 2%)	\$13.56	\$39,311.82	\$465,575.28	\$11,112.00	\$17,000.00	\$21,885	\$515,572.21
Year 7 (CPI 2%)	\$13.83	\$40,098.06	\$474,886.79	\$11,112.00	\$17,000.00	\$22,432	\$525,430.84

Note: Year 1 cost is
March through June.

*Note: Fuel Charge is \$3.65 per gallon (Estimate if Diesel is \$4.15 a gallon increase rate is .05% x \$387,092 = \$19,355)

Bulk P-Up disposal cost
at the landfill is \$46 a
ton estimated 100 ton
(200,000 lbs)

Note: No Charge for Waterfront Festival 2-30 Yard Containers.

COMMITTEE REPORT:

At a January 14, 2020 meeting, the Finance Committee discussed equipment needs at the Municipal Complex and they recommend to City Council that Council approve renewal of the lease agreement with Pitney Bowes for the postage meter for five years at the cost of \$143.30 per month and to authorize the City Manager and City Clerk/Treasurer to execute the lease agreement.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Pitney Bowes Renewal Lease Agreement

Requesting Agency:	Administration	Meeting Date:	January 14, 2020
Contact:	Tony Graff, City Manager	Public Hearing:	
Phone:	906-863-1747	Advertising Date:	
Attachments:	Pitney Bowes Lease Agreement		

PURPOSE: A request to renew the Pitney Bowes lease agreement for another 5 years for mail service. (stamps)

BACKGROUND: The current lease agreement with Pitney Bowes for mail service expires on January 30, 2020. A review was conducted relating the amount of use for this type of model to see if a change would be appropriate. The recommendation was to keep the same type of model. The cashier staff agree with keeping the current model which work very efficiently for their workload.

The current lease monthly fee is \$130.53 and the new lease payment will be \$143.30 which is an increase of \$12.77 per month and \$1,719.60 annually. There is no annual increase in the lease agreement and as part of the lease agreement a new model will be delivered and installed at no cost to the city, also Pitney Bowes maintains the equipment.

Attorney Celello has reviewed the lease agreement and found it consistent with all other Pitney Bowes agreements I've reviewed for businesses and government clients of my Firm.

BUDGET IMPACT: The FY19/20 impact will be an increase by \$63.85 for a total of \$1,630.21.

STAFF RECOMMENDATION / ACTION REQUESTED: Staff is recommending to renew the lease with Pitney Bowes as presented.

COMMITTEE RECOMMENDATION / ACTION: At a January 14, 2020 meeting, the Finance Committee recommended to City Council that Council approve renewal of the lease agreement with Pitney Bowes for the postage meter for five years at the cost of \$143.30 per month and to authorize the City Manager and City Clerk/Treasurer to execute the lease agreement.



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF MENOMINEE

Sold-To: Address

2511 10TH ST, MENOMINEE, MI, 49858-1901, US

Sold-To: Contact Name

Tony Graff

Sold-To: Contact Phone

(906) 863-1747

Sold-To: Account

0012499264

Bill-To: Address

2511 10TH ST, MENOMINEE, MI, 49858-1901, US

Bill-To: Contact Name

Kathy Brofka

Bill-To: Contact Phone

(906) 863-1746

Bill-To: Account

0012499264

Bill-To: Email

kbrofka@menomineeemi.gov

Ship-To: Address

2511 10TH ST, MENOMINEE, MI, 49858-1901, US

Ship-To: Contact Name

Laura Copeland

Ship-To: Contact Phone

(906) 863-1739

Ship-To: Account

0012499264

PO

Your Business Needs

Qty	Item	Business Solution Description
1	DM400C	DM400C Digital Mailing System
1	1FAE	Basic Accounting -50 Accounts
1	1FY9	DM400 70 LPM
1	1GW5	5lb Integrated Weighing Feature
1	4CES	DM400C Base U.S. ES2
1	G900	Meter for DM300/DM400/475 Series
1	G9SS	USPS Tracking Services Activation
1	ME1B	Meter Equipment - DM400
1	MP9G	Integrated Weighing Platform
1	SBTA	DM400C Digital Meter System
1	SJ40	SoftGuard for DM400
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM400C Digital Mailing System)
1	WF4	DM Series WiFi Option - POINT OF SALE

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 143.30	\$ 429.90

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☐ Purchase Power® transaction fees included
☒ Purchase Power® transaction fees extra

Your Signature Below _____

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date _____

Email Address

Pitney Bowes Signature

Print Name _____

Title

Date _____

Sales Information

Lori Damato

lori.damato@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

COMMITTEE REPORT:

At a January 14, 2020 meeting, the Finance Committee discussed establishing an Absentee Voter Counting Board to process the absentee ballots for all four wards in the City and they recommend to City Council that Council waive the bid process and approve purchasing a new tabulator to be used by the Absentee Voter Counting Board from Dominion Voting Systems, Inc. at the cost of \$5,895.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Tabulator for Absentee Voter Counting Board

Requesting Agency: City Clerk/Treasurer

Meeting Date: January 20, 2020

Contact: Kathy Brofka

Public Hearing: N/A

Phone: 906-863-1746

Advertising Date: N/A

Council District: All

Attachments:

PURPOSE:

To have the City Council review and approve an additional tabulator to be used by the Absentee Voter Counting Board (AVCB). This board would process all the absentee ballots for the City's elections.

BACKGROUND:

An AVCB is being established to process the absentee ballots for all four precincts in the City. An additional tabulator is required to process the ballots. The number of absentee ballots is anticipated to keep increasing due to the no reason to absentee vote passed by the voters in November of 2018.

At the last presidential election, most of the absentee ballots were not processed until after the polls closed. This resulted in the election results not being transmitted to the County until much later that night. By using the AVCB, the absentee ballots would be processed and sent to the County separately. This would allow the poll workers to concentrate on the voters at the polls without worrying about when the absentee ballots will be processed.

BUDGET IMPACT:

The election equipment was included in the 19/20 capital outlay budget. The cost would be \$5,295 plus approximately \$600 shipping charges. The election capital outlay budget is \$7,300.

The equipment must be purchased from Dominion Voting Systems Inc., the contractor that County of Menominee uses for all local jurisdiction elections.

The State of Michigan has limited funding available to reimburse the City for a portion of the tabulator costs. The reimbursement will not be available until later this year.

STAFF RECOMMENDATION / ACTION REQUESTED:

The Clerk recommends that the Finance Committee recommend purchasing a new tabulator from Dominion Voting Systems, Inc. and waiving the bidding process.

COMMITTEE RECOMMENDATION / ACTION:

At a January 14,, 2020 meeting, the Finance Committee recommended to City Council that Council waive the bid process and approve purchasing a new tabulator to be used by the Absentee Voter Counting Board from Dominion Voting Systems, Inc.at the cost of \$5,895.

COMMITTEE REPORT:

At a January 14, 2020 meeting, the Finance Committee discussed upcoming road and utility projects and the funding of such and they recommend to City Council that Council accept the proposal from Coleman Engineering to prepare the USDA Loan Application for the Utility and Road Improvement Project for Phase 1B for the lump sum amount of \$20,000.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: USDA Loan Application Proposal from Coleman Engineering for Utility/Road Project

Requesting Agency:	Administration	Meeting Date:	January 20, 2020
Contact:	Tony Graff, City Manager Tricia Alwin, City Engineer	Public Hearing:	
Phone:	906-863-1747	Advertising Date:	
Attachments:	Coleman Engineering Proposal Phase 1 Map Exhibit		

PURPOSE: A request to prepare and apply for a USDA Water and Sanitary Sewer Construction Loan Project which includes a Community Facilities Loan Program for the Road Improvement Project.

BACKGROUND: The Phase 1B for Utility and Road improvement project was presented to the Wastewater and Water Utility Board in December with a follow up at the January 9, 2020 meeting with the financing option to fund the project through the USDA Water and Sewer loan program and Community Facilities Loan program.

Here is a summary of the engineer's opinion of costs:

Water	\$1,434,700
Sewer	\$1,383,000
Roadway	\$2,925,200
Replace 25 Private Cooper/Lead Service Lines	\$ 87,500
TOTAL	\$5,830,400

There were three funding options presented to the WWUB at the December meeting to fund the roadway project costs with a combination of funds; Roadway Millage Fund \$2,246,000 and the unfunded road costs would be \$679,200. The options is to use Major Street Funding for the qualified streets which is 15th Street Only estimated fund use is \$400,000 which leaves \$280,000 being unfunded. The option is to use water and sewer fee which was immediately eliminated. Therefore option 2 is a General Obligation Revenue Bond or USDA Community Facilities Program if it qualifies.

The WWUB meeting requested for Coleman Engineering and Staff to do more investigation relating the funding options by contacting the USDA and the City's Bond Attorney Steven Frank from Miller Canfield.

The USDA was contacted and here is their response to Engineer Jeff Sjoquist via email:

Brenda from RD got back with me. I had explained the City's desire to separate the roadway funding from the water and sewer funds in a RD Application. She talked with Chris Maxwell in Lansing and they can separate the funding. They could do revenue bonds for the water and sewer (40 years). On the roadway portion, they would go through their Community Facilities Program and fund the roadway portion with General Obligation bonds. However, their roadway General Obligation bonds would be for 20 years and have a slightly higher interest rate. (2.75% for Community Facilities vs. 1.625% for Water/Sewer).

The estimated increase for the Water rate use would be \$4.40 per quarter/\$17.60 annual increase and the sewer rate use would be \$4.45 per quarter/\$17.80 annual increase based the average household use per quarter.

The Roadway revenue for the loan payment would be identified in the General Fund.

The Roadway loan request will be determined after receiving the bids for Phase 1A improvements to determine what is the remaining balance from the Road Millage Fund.

BUDGET IMPACT: The estimated increase for the Water rate use would be \$4.40 per quarter/\$17.60 annual increase and the sewer rate use would be \$4.45 per quarter/\$17.80 annual increase based the average household use per quarter. The rate will be approved as part of the USDA Loan process when recommended.

BOARD RECOMMENDATION / ACTION: Upon receiving the USDA information there was a recommendation to the WWUB at their January 9, 2020 meeting to recommend to the Finance Committee for Coleman Engineering to prepare the USDA Loan Application for the Utility and Road Improvement Project for Phase 1B. Furthermore, to recommend Water and Sewer Rate increase as recommended by the Engineers with an effective date to be determined when the USDA Loan is approved.

STAFF RECOMMENDATION / ACTION REQUESTED: The WWUB and Staff recommend to approve the Coleman Engineering USDA Loan Application Proposal upon legal review by Attorney Michael Celello.

COMMITTEE RECOMMENDATION / ACTION: At a January 14, 2020 meeting, the Finance Committee recommended to City Council that Council accept the proposal from Coleman Engineering to prepare the USDA Loan Application for the Utility and Road Improvement Project for Phase 1B for the lump sum amount of \$20,000.



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440

October 1, 2019

Mr. Tony Graff
City Manager
City of Menominee
2511 10th Street
Menominee, MI 49858

Re: Professional Engineering Services – Cost Proposal
Water and Sanitary Sewer System Improvement Project

Dear Mr. Graff:

We wish to thank the City of Menominee for selecting Coleman Engineering Company to develop your Rural Development Funding Application for the upcoming Water and Sanitary Sewer System Improvement Project. Please note this entire process will require communication and input from City staff. We will meet as appropriate to seek City input and keep the City informed.

SCOPE OF WORK

Our scope of work is proposed to include the following:

Phase I: Preliminary Engineering Report

A single Preliminary Engineering Report will be developed to cover both the water and sewer system components of the project. The proposed scope of services for the Preliminary Engineering Report is presented below:

General Background Review

- Review the current water and sewer system construction and as-built plans.
- Review any system operational and maintenance records.
- Review water production, water use records and sewer billing information.
- Review existing reports on the water and sewer systems.
- Review residential, commercial and industrial user breakdown and trends.
- Review any regulatory permits, reviews, orders and other information that may be available.

- Review any water and sewer use agreements between other suppliers/customers, as may be available.
- Review, drive or walk the entire system with the operator to gain a thorough understanding of the facilities.
- Discuss concerns with City representatives for the water and sewer systems.
- Discuss future plans or desires with City representatives. Where will things be five, 10 or 20 years from now?
- Discuss what engineering fieldwork will be completed and the methods to accomplish the work and discuss potential conflict and concerns with traffic safety and use of the system.
- Determine responsibilities of Owner and Engineer. (Providing access to the system, primary contacts for the review and discussions of information, etc.)
- Set a timetable for gathering information, conducting fieldwork and evaluating information; determine when the best times to access the facilities and work on the system.
- Assess the sewer needs in the project area. This may involve video inspections.

Field Work

- Review the entire water supply system for the location of valves and hydrants to make notes of changes in the existing plans.
- Review the sewer system for the location of manholes and line sizes.
- Review supply wells and well houses.
- Review storage facilities.
- Review the condition of hydrants and water valves.
- Verify water main pipe sizes by turning valves and locating piping runs as practical.
- Conduct hydrant flow tests at selected locations, if found to be necessary.
- Review conflicts in information discovered in the initial review with the system operators. If necessary, revisit the water and sewer system and revise notes and comments.
- Visually review the area of potential routes and utility improvements.
- Survey selected areas of the project, as necessary, to verify key system elevations.

Develop Alternatives and Improvement Plan

The scope of the alternative analysis and improvements portion of the Preliminary Engineering Report will include the following:

- Review the layout of the existing water distribution system and sewer collection system and evaluate alternatives to maintain use of the system to the maximum practical extent.
- Review the design of the existing water and sewer systems and evaluate alternatives to improve operation, as necessary.
- Evaluate the location and use of undersized water supply mains and develop alternatives to resolve the use of these small diameter mains.
- Determine the existing and future water use volumes and utilization of the service areas.

- Determine current and future design parameters, such as development area, existing and future facilities, area utilization, flow, and pressure profiles.
- Develop initial maps of potential utility routes.
- Utilize a computer model of the existing system to analyze normal water use, static water pressure, and calculate available flow capacities based on the proposed project.
- Develop preliminary construction cost estimates for the water and sewer improvements.
- Provide a brief narrative of the proposed alternative or improvements for the water and sewer systems.
- Attend and present information at a public meeting to receive input and direction from the City Council.

Preliminary Engineering Report Development

The Preliminary Engineering Report will be presented in Rural Development format which summarizes the development of alternatives and recommended system improvements. The report scope will include:

- The approach taken to evaluate the present water and sewer systems and alternatives.
- A summary of the components of the present systems.
- Summarize results of the hydraulic computer analysis of the system and discuss the limitations of the existing system.
- The system basis of design for the water and sewer systems.
- Alternatives evaluated for each system and their projected construction costs.
- Comparison of alternatives with regard to ease of implementation, disruption of users and economic viability.
- Recommended improvements needed for future system demands.
- A prioritized list of improvements to be made.
- Costs estimates and project budgets for the proposed project.
- Availability of grant/loan funding for the proposed improvements, application process, grant requirements and funding timetables.
- Proposed user rates based on the projected level of funding.
- Grant/Loan Funding Contact: submit Notices of Intent and Preliminary Engineering Reports, as necessary to funding agencies for review and approval.
- Submit the Preliminary Engineering Report for review by the Michigan Department of Environment, Great Lakes & Energy (EGLE) and Rural Development.
- Present "Contingency" Projects in order to add work if the project is under budget or to shift priorities during design.

Phase II: Initial Application and Environmental Report

An initial application and Environmental Report will be sent to Rural Development concurrently with the Preliminary Engineering Report. The initial application will include separate applications for water and sewer funding. Separate forms for water and sewer funding assistance will include the following:

- Application for Federal Assistance, Form SF-424.2 with project narrative.
- Letters to the State and Regional Clearinghouse.
- Certification of Commercial Credit.
- Audit Report.
- Public Notice of Intent to file an Application with Rural Development.
- User Information, Michigan Guide 2, Attachment 1.
- Documentation from EGLE pertaining to violations of standards.
- Documentation of funds from other sources (Roadway Referendum Funding).
- A letter from CUPPAD providing evidence that project is consistent with Area Comprehensive Development Plan.
- Draft Engineering Agreement.
- Draft Legal Services Agreement.

The Environmental Report will be developed following RUS Bulletin 1749A-602 "Guide for Preparing Environmental Reports for Water and Waste Projects" and the Michigan Supplement to RUS Bulletin 1794A-602. Similar to the Preliminary Engineering Report, a single Environmental Report will be developed that covers both the water system and sewer system components of the funding application. This Environmental Report will address:

- Purpose and Need for the Project.
- Alternatives to Proposed Action.
- Affected Environment/Environmental Consequences.
- Summary of Mitigation.
- Correspondence with Various Agencies (see below).
- Exhibits and Maps to Adequately Define the Environmental Aspects of the Project.

As part of the Environmental Report, several agencies must be apprised of the project and their comments must be included in the report. A partial listing of agency contacts includes:

- Land Use – U.S Department of Agriculture (USDA), Michigan Department of Natural Resources (MDNR), Michigan Natural Resources Conservation Service (NRCS).
- Floodplains – Michigan Department of Environment, Great Lakes & Energy (EGLE), Federal Emergency Management Agency (FEMA).
- Wetlands – EGLE.
- Cultural Resources – State Historical Preservation Office (SHPO), Indian Tribes.
- Biological Resources – MDNR, U.S. Fish and Wildlife Service.

- Coastal Resources – EGLE.
- Water Quality Issues – U.S. Environmental Protection Agency (USEPA), EGLE.
- Socio-Economic Issues – Michigan Department of Management and Budget.
- Air Quality/Transportation/Noise – EGLE.

It should be noted several different divisions of USDA and EGLE will need to be contacted to address the issues stated above. These agencies do not have single points of contact for addressing all environmental issues.

COST PROPOSAL

To complete the funding application package as described above, we propose a lump sum amount of \$20,000. This cost will be eligible for reimbursement to the City from Rural Development as part of the funding process assuming that the funding package is accepted and the project goes to construction. The City will be reimbursed at the Rural Development loan closing.

FUTURE STEPS

The design and inspection contracts can be taken care of later in the process, but a good discussion of the process will be beneficial so upcoming steps are explained and can be planned.

If this proposal is acceptable, we will generate a Work Order for your review and execution. As always, please feel free to contact me with any questions or issues you may have.

Sincerely,
COLEMAN ENGINEERING COMPANY

A handwritten signature in blue ink, appearing to read 'SN' followed by a stylized surname.

Scott Nowack, P.E.
Project Manager

SN/gp

Phase 1

Schedule

Funding Application	May-June	2020
Design Start	July	2020
Bidding	April	2021
Construction	2021 -	2022

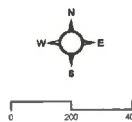
Engineer's Opinion of Costs +

Water	\$ 1,434,700
Sewer	\$ 1,383,000
Roadway	\$ 2,925,200
25 Private Lead Service Lines	\$ 87,500
Total	\$ 5,830,400

Utility Project

City of Menominee

Please Note : All costs shown are preliminary estimates as of Dec. 2019.



Project Number:	180139
Drawn:	CW
Map Date:	12/9/2019
Revisions:	
Scale:	



**COLEMAN ENGINEERING
COMPANY**
635 Circle Drive
Iron Mountain, Michigan 49801
(905)774-3440
250 East Ayer Street
Ironwood, Michigan 49938
(905)921-5048
www.coleman-engineering.com

COMMITTEE REPORT:

At a January 14, 2020 meeting, the Finance Committee discussed weather related damage to the shoreline and they recommend to City Council that Council authorize the City Engineer/Director of DPW and City Manager to accept the proposal in the best interest of the City to install rip rap to stop additional shoreline erosion before additional damage is done at Victory Beach and to authorize the City Manager and City Clerk/Treasurer to execute the contract.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									

COMMITTEE REPORT:

At a January 14, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed weather related damage to the shoreline and they recommend to City Council that Council accept the proposal submitted by Barley Excavating in the amount of \$28,812.00 to install rip rap to stop additional shoreline erosion before additional damage is done at the Boater's Lounge and to authorize the City Manager and City Clerk/Treasurer to execute the contract.

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Install Rip Rap at Boater's Lounge and Victory Beach to protect remaining sidewalk and shoreline.

Requesting Agency:	City Engineer's Office	Meeting Date:	January 20, 2020
Contact:	Tricia Alwin, City Engineer/DPW Director	Public Hearing:	N/A
Phone:	906-863-1751	Advertising Date:	N/A
		Council District:	1

Attachments: Contractor Quotes to add rip rap to Victory Beach and the Boater's Lounge

PURPOSE:

Request that the City Council authorize Tricia Alwin, City Engineer/Director of DPW and Tony Graff, City Manager to review contractor quotes and accept the proposal that will stabilize the shore line for each area most effectively and efficiently.

BACKGROUND:

The Weather Events on 10/22/2019, 11/27/2019 and 12/1/2019 were wind events from the NE with high wind gusts reported up to 49 mph. The shoreline adjacent to the Boater's Lounge and Victory Beach were damaged through the continuing impact of the high waves and high-water level. Additional erosion is threatened damage to additional sidewalk and other park structures.

SUMMARY: Six (6) contractors were asked to bid adding rip rap to stop additional shoreline erosion at both Boater's Lounge and Victory Beach. Four (4) bids have been received and the fifth is expected tomorrow.

BUDGET IMPACT: This weather-related damage was reported to the City's Insurance Company which has a \$5,000 deductible with a \$100,000 damage cap.

STAFF RECOMMENDATION / ACTION REQUESTED:

The City Engineer recommends that the Parks and Recreation/Buildings and Grounds Committee recommend to City Council the authorization for Tricia Alwin and Tony Graff to award this emergency shoreline repair to a contractor to install this additional rip rap before additional damage is done.

COMMITTEE RECOMMENDATION / ACTION:

At a January 14, 2020 meeting, the Finance Committee recommended to City Council that Council authorize the City Engineer/Director of DPW and City Manager to accept the proposal in the best interest of the City to install rip rap to stop additional shoreline erosion before additional damage is done at Victory Beach and to authorize the City Manager and City Clerk/Treasurer to execute the contract.

At a January 14, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee recommended to City Council that Council accept the proposal submitted by Barley Excavating in the amount of \$28,812.00 to install rip rap to stop additional shoreline erosion before additional damage is done at the Boater's Lounge and to authorize the City Manager and City Clerk/Treasurer to execute the contract.

BOATER'S LOUNGE BID COMPARISON					ANDERSON EXCAVATING					BOATER'S LOUNGE BID COMPARISON					ROAD KING				
DESCRIPTION	QTY	UNIT	PRICE	TOTAL	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
SILT CURTAIN		Lf	\$	-	SILT CURTAIN-??				\$	-					SILT CURTAIN-YES		Lf	\$	-
MEDIUM RIPRAP - 60 LOADS (1' TO 3')	900	YARDS	\$	52,600.00	INSTALL GRANITE ROCKS (3' TO 4')	600	TON	\$	-	MEDIUM RIPRAP FRACTURED ROCK 10"-36"	75	18 YARD LOADS	\$	-	HEAVY RIPRAP			\$	-
INSTALL FILL	150	YARDS			INSTALL TOPSOIL	40	YARDS	\$	-										
INSTALL TOPSOIL	50	YARDS		\$2,850	SEED & MULCH AREA														
FILTER FABRIC	INCLUDED IN MEDIUM RIPRAP NUMBER				FABRIC-??														
			\$	-	SEED & MULCH AREA														
TOTAL			\$	55,450.00	TOTAL			\$	38,500.00	TOTAL			\$	56,000.00					

VICTORY BEACH BID COMPARISON						AMERSON EXCAVATING					
DESCRIPTION	QTY	UNIT	PRICE	TOTAL							
SILT CURTAIN		LF		\$ -							
MEDIUM RIPRAP (1'-3')	1050	YARDS	\$ 58.76	\$61,700.00							
INSTALL FILL	540	YARDS		\$ 11,120.00							
INSTALL TOPSOIL	300	YARDS									
FILTER FABRIC	INCLUDED IN MEDIUM RIPRAP NUMBER										
SITE FILL IMPORT & GRADING EXISTING		CYD	\$ 13.80	\$ -							
TOTAL			250FT	\$72,820.00							
GRAND TOTAL				\$ 128,270.00							

VICTORY BEACH BID COMPARISON						ROAD KING					
DESCRIPTION	QTY	UNIT	PRICE	TOTAL							
PREP AREA				\$ -							
INSTALL GRANITE ROCKS (3' TO 4')	600	TON		\$ -							
INSTALL FILL	200	YARDS		\$ -							
INSTALL TOPSOIL	100	YARDS									
SEED & MULCH AREA (300'X30')	9,000	SF									
SITE FILL IMPORT & GRADING EXISTING				\$ -							
TOTAL			777FT	\$42,000.00							
GRAND TOTAL				\$80,500.00							

VICTORY BEACH BID COMPARISON						VALETT MECHANICAL					
DESCRIPTION	QTY	UNIT	PRICE	TOTAL							
SILT CURTAIN-YES		LF		\$ -							
MEDIUM RIPRAP FRACTURED ROCK 10'-36"	80	18 YARD LOADS		\$ -							
HEAVY RIPRAP		TON		\$ -							
TOTAL RIPRAP											
FILTER FABRIC	INCLUDED										
SITE FILL IMPORT & GRADING EXISTING		CYD		\$ -							
TOTAL			350 FT	\$59,000.00							
GRAND TOTAL				\$ 117,000.00							

\$ 156,590.00



P 1 OF 2 (2)
Basements • Stump Removal
Roads & Driveways
Sand • Gravel • Topsoil • Ponds

JIM WORTNER EXCAVATING, L.L.C.
N3004 COUNTY ROAD D
PESHTIGO, WISCONSIN 54157
715-732-5099
JIM@ROADKINGEXCAVATING.COM

SUBMITTED TO <u>CITY OF Menominee</u>	JOB NAME <u>BACK WALL (North)</u>
BUYER'S ADDRESS <u>2511 10th ST.</u>	JOB ADDRESS <u>"BOATER'S LOUNGE"</u>
BUYER'S PHONE <u>Menominee, MI 49858</u>	JOB PHONE

DESCRIPTION OF WORK TO BE PERFORMED
(INCLUDE MANUFACTURER'S NAME, SIZE, CAPACITY AND QUALITY OF MATERIALS TO BE USED)

PREP AREA FOR GRANITE ROCKS

INSTALL APPROX. 900 TONS OF 3' - 4' GRANITE ROCKS

INSTALL 40 YARDS OF TOPSOIL
SEED, MULCH.

LABOR, MATERIALS

\$38,500.00

As required by Wisconsin Construction Lien Law, Seller hereby notifies Buyer that Persons or Companies furnishing labor or materials for the construction on Buyer's land may have the Lien Rights on Buyer's land if not paid by date of contract. Those entitled to Lien Rights in addition to the undersigned Seller are those who contract directly with the Buyer or those who give the Buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer probably will receive from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage Lender, if any. Seller agrees to cooperate with the Buyer and his lender, if any, to see that all potential Lien claims are duly paid. All court costs to be paid by the Buyer if legal action is required.

PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS.

WE PROPOSE TO FURNISH MATERIALS AND LABOR AS SPECIFIED FOR THE SUM OF:

_____ DOLLARS (\$38,500.00)

All work to be completed in a workmanlike manner. Any alteration from above specification involving extra costs will be contracted for separate in writing and will become an extra charge over and above this estimate.

I HEREBY ACCEPT THE ABOVE PROPOSAL FOR THE STATED PRICE.

12-18-19
DATE OF PROPOSAL

SIGNATURE

Jim Wortner
SUBMITTED BY

DATE



P 2 OF 2
Basements • Stump Removal
Roads & Driveways
Sand • Gravel • Topsoil • Ponds

JIM WORTNER EXCAVATING, L.L.C.
N3004 COUNTY ROAD D
PESHTIGO, WISCONSIN 54157
715-732-5099

JIM@ROADKINGEXCAVATING.COM

SUBMITTED TO <u>CITY OF MENOMINEE</u>	JOB NAME <u>VICTORY BEACH</u>
BUYER'S ADDRESS <u>2511 10th ST.</u>	JOB ADDRESS <u>SOUTH OF BREAK WALL</u>
BUYER'S PHONE <u>MENOMINEE, MI. 49858</u>	JOB PHONE

DESCRIPTION OF WORK TO BE PERFORMED
(INCLUDE MANUFACTURER'S NAME, SIZE, CAPACITY AND QUALITY OF MATERIALS TO BE USED)

- 1 PREP AREA FOR GRANITE ROCKS
 - 2 INSTALL APPROX. 6000 TONS OF 3' TO 4' GRANITE ROCKS
 - 3 INSTALL APPROX 200 YARDS OF FILL
 - 4 INSTALL APPROX. 100 YARDS OF TOP SOIL
 - 5 SEED, MULCH AREA APPROX 300' X 30'
- Labor, Materials \$42,000.00

As required by Wisconsin Construction Lien Law, Seller hereby notifies Buyer that Persons or Companies furnishing labor or materials for the construction on Buyer's land may have the Lien Rights on Buyer's land if not paid by date of contract. Those entitled to Lien Rights in addition to the undersigned Seller are those who contract directly with the Buyer or those who give the Buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer probably will receive from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage Lender, if any. Seller agrees to cooperate with the Buyer and his lender, if any, to see that all potential Lien claims are duly paid. All court costs to be paid by the Buyer if legal action is required.

PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS.

WE PROPOSE TO FURNISH MATERIALS AND LABOR AS SPECIFIED FOR THE SUM OF:

_____ DOLLARS (\$ 42,000.00)

All work to be completed in a workmanlike manner. Any alteration from above specification involving extra costs will be contracted for separate in writing and will become an extra charge over and above this estimate.

I HEREBY ACCEPT THE ABOVE PROPOSAL FOR THE STATED PRICE.

12-18-19

DATE OF PROPOSAL

SIGNATURE

SUBMITTED BY

DATE

Valley Mechanical, Inc.
N3749 Bay de Noc Road
Menominee, MI 49858

January 06-2020

To: City of Menominee

Re: 100 1st street (Boaters lounge shoreline)

Our bid is for the earthwork divisions of this project it is to include the following:

Our price for said work, per site visit with Tricia Alwin is fifty-eight thousand dollars. All work to be completed per attached State of Michigan DEQ permit.

1. All require permits, certifications, and miss dig locates.
2. We will meet safety requirements.
3. All New stone to be placed on geotextile fabric per permit.
4. All old stone and rubble to be reused.
5. All spoil to be hauled off site.
6. A Turbidity curtain will be installed for silt control and will be left in place weather permitting
- ~ 1350 yds 7. Approx. 75 18-yard loads of fractured rock in the 10 to 36 in range will be hauled to the site for restoration of existing shoreline
8. Sand will be laid down to protect existing sidewalk and parking lot and removed upon completion.
9. Project duration is approx. 2 weeks weather permitting

Our price EXCLUDES the following

1. All holiday pays.

Proposal: \$58,000.00

This proposal is valid for 30 days.

We appreciate the opportunity to quote the above project. If you have any questions feel free to call me.

Sincerely,

Dave Dunn
Valley Mechanical, Inc.



Phone: (906) 282-7256
Email: valleymechanical@live.com

Valley Mechanical, Inc.
N3749 Bay de Noc Road
Menominee, MI 49858

January 06-2020

To: City of Menominee

Re: 1st street (Victory Beach)

Our bid is for the earthwork divisions of this project it is to include the following:

Our price for said work, per site visit with Tricia Alwin is fifty-nine thousand dollars. All work to be completed per attached State of Michigan DEQ permit.

1. All require permits, certifications, and miss dig locates.
2. We will meet safety requirements.
3. All New stone to be placed on geotextile fabric per permit.
4. All old stone and rubble to be reused.
5. All spoil to be hauled off site.
6. A Turbidity curtain will be installed for silt control and will be left in place weather permitting
7. Approx. 80 18-yard loads of fractured rock in the 10 to 36 in range will be hauled to the site for restoration of existing shoreline
8. Existing sidewalk to be removed and infilled with sand after shoreline protection is complete
9. A spot shall be left open and sand trucked in a day prior for the polar plunge event and closed up after if work is occurring during this time frame.
10. Project duration is approx. 2 to 3 weeks weather permitting

~1440 yards
may not be required

Our price EXCLUDES the following

1. All holiday pays.

Proposal: \$59,000.00

This proposal is valid for 30 days.

We appreciate the opportunity to quote the above project. If you have any questions feel free to call me.

Sincerely,

Dave Dunn
Valley Mechanical, Inc.



Phone: (906) 282-7256
Email: valleymechanical@live.com

Tricia Alwin

Valley

From: Dave Dunn <valleymechanical@live.com>
Sent: Monday, January 6, 2020 1:32 PM
To: Tricia Alwin
Subject: Shoreline projects
Attachments: Menominee shoreline permits.pdf; Menominee shore line 1 .pdf; Menominee shore line 2.pdf

Tricia attached you will find the two proposals for the sites we visited the other day. If you chose to award Valley Mechanical both projects we would offer a discount of seven thousand dollars (\$7000.00). The Victory Beach site is for the full 350ft as the permit states. If this was to be less please let us know that as the cost would potentially go down but the discount may not be as much. Feel free to contact me with any questions moving forward. Also looking forward to working with you in the future.

Thank you!

Dave Dunn
Valley Mechanical, Inc.
N3749 Bay de Noc Dr.
Menominee, MI 49858
(906) 282-7256

3 OF 3

Anderson

Tricia Alwin

From: Darlene Anderson <darmaye@hotmail.com>
Sent: Wednesday, January 1, 2020 8:11 PM
To: Tricia Alwin
Subject: Shoreline repair work quote

From JWK John Kowalski and Scott Anderson Construction

Memorial Beach, 410 feet
108 loads of rock, 1620 yards
install fabric
machine work to place rocks
Total \$98,980.00

BARLEY \$

420 yards of fill for behind concrete wall
102 yards of topsoil
level fill and topsoil
Total \$6396.00

North of Marina, apx. 200 feet
60 loads of rocks, 900 yards
install fabric
machine work to place rocks
Total \$52,600.00

BOATERS
LOUNGE

TOTAL \$55,450.00

150 yards of fill behind rocks
50 yards of topsoil
level fill and topsoil
Total \$2850.00

South side of Marina, apx. 250 feet
Starting at the south side of marina going south for 250 feet
70 loads of rocks, 1050 yards
install fabric
machine work to place rocks
Total \$61,700.00

VICTORY BEACH

rocks 61700
+

P 1052

COMMITTEE REPORT:

At a January 14, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed granting utility easements to Wisconsin Public Service for 1117-23rd Avenue and John Henes Park and they recommend to City Council that Council approve granting the utility easements to Wisconsin Public Service for the 1117-23rd Avenue and John Henes Park work and that the City Manager and City Clerk/Treasurer be authorized to execute such.

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: WPS Utility Easements

Requesting Agency: Administration

Meeting Date: January 20, 2020

Contact: Tony Graff, City Manager

Public Hearing: N/A

Phone: 906-863-1747

Advertising Date: N/A

Council District: Ward 3 and 4

Attachments: WPS Utility Easement Agreements with Exhibit A

PURPOSE: This is a request to approve utility easements near 1117-23rd Avenue (the Department of Public Works Warehouse) and John Henes Park with Wisconsin Public Service Corporation.

BACKGROUND: This request involves replacing the electric facilities at each location.

BUDGET IMPACT: There is no budget impact with this request.

STAFF RECOMMENDATION / ACTION REQUESTED: The City Manager recommends approval of granting the easements.

COMMITTEE RECOMMENDATION / ACTION: At a January 14, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee recommended to City Council that Council approve granting utility easements to Wisconsin Public Service for the 1117-23rd Avenue and John Henes Park work and that the City Manager and City Clerk/Treasurer be authorized to execute such.

Agenda Item: _____

<p>1048565 U MERC Document Number</p>	<p>DISTRIBUTION EASEMENT ELECTRIC UNDERGROUND</p>	<p>RETURN TO: Attn: Real Estate Dept. UMERC PO Box 19001 Green Bay, WI 54307-9912</p>
--	--	---

For \$1.00 in consideration, the receipt whereof is hereby acknowledged, **City of Menominee, a Municipal corporation** with an address of **Attn: 2511 10th St, Menominee, MI 49858**, hereinafter referred to as "Grantor", owner of land, grants and warrants to **UPPER MICHIGAN ENERGY RESOURCES CORPORATION, a Michigan corporation, 231 W. Michigan Street, Milwaukee, Wisconsin 53203**, hereinafter referred to as "Grantee", a permanent easement upon, over and across a part of Grantor's land hereinafter referred to as "easement area."

Part of Lots 1- 5 of Block 6 of the recorded plat of Sawyer and Waite's First Addition, being part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section 34, Township 32 N, Range 27 W, **City of Menominee, County of Menominee, State of Michigan**, as shown on the **attached Exhibit "A"**.

The attached Easement Description Map, marked Exhibit "A," shows the approximate location of said facilities and is made a part of this document.

Grantor and Grantee acknowledge that soil conditions and surface rock encountered during construction may cause alteration and rerouting to the facilities location. The actual location of said facilities will require locating by a utility locating service.

This easement is exempt from the Michigan Real Estate Transfer Tax by reason of MCLA 207.505(a) and MCLA 207.526(6)(a).

ELECTRIC UNDERGROUND

- Purpose :** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands, over, upon, under, and across existing and future driveways, roadways, paths, walkways or access roads over and across Grantor's land from publicly dedicated roads to the easement area, as necessary to access, place, maintain, operate, replace and repair electrical distribution facilities within the easement area for use with and by Grantee, its employees, agents, contractors, sub-contractors and invitees.
- Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Michigan State Electrical Code or any amendments to it.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

[Remainder of page intentionally left blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Menominee, a Municipal corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS
_____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Menominee, a Municipal corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign

Name

Print Name

Notary Public, State of _____

My Commission expires: _____

This instrument was drafted by Michelle Somers on behalf of Upper Michigan Energy Resources Corporation, a Michigan corporation, 231 W. Michigan Street, Milwaukee, Wisconsin 53203.

Date	County	Municipality	Site Address	Parcel Identification Number
January 7, 2020	Menominee	City of Menominee	23rd Ave	051-021-750-00
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
1048565	Menominee	2994691	EPLAN	EPLAN

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



<p>1046696 UMER Document Number</p>	<p>DISTRIBUTION EASEMENT ELECTRIC OVERHEAD AND UNDERGROUND</p>	<p>RETURN TO: Attn: Real Estate Dept. UMERC PO Box 19001 Green Bay, WI 54307-9912</p>
--	---	---

For \$1.00 in consideration, the receipt whereof is hereby acknowledged, **City of Menominee** with an address of **2511 10th Street, Menominee, MI 49858**, hereinafter referred to as "Grantor", owner of land, grants and warrants to **UPPER MICHIGAN ENERGY RESOURCES CORPORATION, a Michigan corporation, 231 W. Michigan Street, Milwaukee, Wisconsin 53203**, hereinafter referred to as "Grantee", a permanent easement upon, over and across a part of Grantor's land hereinafter referred to as "easement area."

Part of the Parcel described in Menominee County Register of Deeds Liber 88 on page 283, being part of Government Lot 2 of Section 26, Township 32 N, Range 27 W, **City of Menominee, County of Menominee, State of Michigan**, as shown on the **attached Exhibit "A"**.

The attached Easement Description Map, marked Exhibit "A," shows the approximate location of said facilities and is made a part of this document.

Grantor and Grantee acknowledge that soil conditions and surface rock encountered during construction may cause alteration and rerouting to the facilities location. The actual location of said facilities will require locating by a utility locating service.

This easement is exempt from the Michigan Real Estate Transfer Tax by reason of MCLA 207.505(a) and MCLA 207.526(6)(a).

ELECTRIC OVERHEAD AND UNDERGROUND

- Purpose :** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands, over, upon, under, and across existing and future driveways, roadways, paths, walkways or access roads over and across Grantor's land from publicly dedicated roads to the easement area, as necessary to access, place, maintain, operate, replace and repair electrical distribution facilities within the easement area for use with and by Grantee, its employees, agents, contractors, sub-contractors and invitees.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Michigan State Electrical Code or any amendments to it.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

[Remainder of page intentionally left blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Menominee

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF

COUNTY OF

)
)SS
)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Menominee**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign

Name

Print Name

Notary Public, State of _____

My Commission expires: _____

This instrument was drafted by Michelle Somers on behalf of Upper Michigan Energy Resources Corporation, a Michigan corporation, 231 W. Michigan Street, Milwaukee, Wisconsin 53203.

Date	County	Municipality	Site Address	Parcel Identification Number
November 18, 2019	Menominee	City of Menominee	100 Henes Park Dr	051-037-850-00
Real Estate No.	WPSC District	WR#	WR Type	IFRIS
1046696	Menominee	2936663	EPLAN	23400155EC





City of Menominee
City Council
Agenda Item

TITLE: Rooftop Unit Replacement

Requesting Agency: Spies Public Library	Meeting Date: January 20, 2020
Contact: Cheryl Hoffman	Public Hearing: N/A
Phone: 863.2900	Advertising Date: N/A
	Council Ward: 1

PURPOSE: Request that the City Council approve the selection of W.D.M. Enterprises, Inc. as the most qualified bidder for the replacement of a failing rooftop unit.

BACKGROUND: The library has 6 rooftop units for heating and cooling. One was replaced in 2012 and one in 2018. There are four remaining units which are approaching end of life.

Proposals were solicited by four local heating and cooling companies (Thoune's – No Response, W.D.M - \$10,922.00, Eickmeyer's - \$14,130.00, Long Heating and Cooling – No Response). The City Manager and Library Director have proposed selecting W.D.M. Enterprises, Inc. as the most qualified bidder.

BUDGET IMPACT: The total cost of replacing the rooftop unit would be \$10,922.00. The cost is all inclusive of installation, labor, equipment, and materials. The cost will be encumbered from the Library's Capital Outlay account 271-000.000-970.000 which currently has \$14,000 available allotted for the above purpose.

STAFF RECOMMENDATION / ACTION REQUESTED: The City Manager and Library Director have proposed selecting W.D.M. Enterprises, Inc. as the most qualified bidder and request that the Parks and Recreation/Buildings and Grounds Committee approve the selection of W.D.M. and award the contract \$10,922.00 for the replacement of one roof-top unit.

COMMITTEE RECOMMENDATION / ACTION: At a January 14, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee recommended to City Council that Council accept the proposal from W.D.M. Enterprises, Inc. in the amount of \$10,922.00 for the replacement of one roof-top HVAC unit at Spies Public Library and to authorize the City Manager and City Clerk/Treasurer to execute the contract documents.

Agenda Item: _____

PROPOSAL

2514

**Eickmeyer Heating
& Sheet Metal Inc.**
1212 18th Avenue
Menominee, MI 49858

906-863-2164 Fax 906-863-2173

TO: Spies Public Library
940 1st Street
Menominee MI 49858

PHONE 906-863-3911	DATE 8/14/2019
JOB NAME / LOCATION Rooftop replacement	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

> #1: To replace rooftop unit #1 or #2 per sketch. We will remove and dispose of the old unit. We will install a curb adapter that is approximately 20" high. Then the Carrier 48TCED08, (7.5 ton of cooling with gas heat) will be installed on this curb. This unit includes a low leak economizer. We will reconnect the gas supply and Twin City Electric will reconnect the electrical wiring. A new controller is included. State of Michigan permit is included for the mechanical and electrical. Crane charge is included. \$14,130.00

#2: To replace rooftop unit #5 per sketch. We will remove and dispose of the old unit. A 25" curb adapter will be installed. Then the Carrier 48TCFD16 (15 ton cooling with gas heat) unit will be installed. This unit includes a low leak economizer. We will reconnect the gas supply. Twin City Electric will reconnect the electrical wiring. A new control is included. State of Michigan mechanical and electrical permit is included. Crane charge is included. \$19,475.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

AS ABOVE

dollars (\$ _____).

Payment to be made as follows:
In full upon installation.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within

30 days.

Signature _____

Signature _____



City of Menominee

City Hall ▪ 2511 10th Street ▪ Menominee, MI 49858-1995

Phone (906) 863-2656 ▪ FAX (906) 863-3266

RESOLUTION

Whereas, Nick Malone has given several years of service to the City of Menominee as a member of the City Council; and

Whereas, Nick Malone was appointed by the City Council to fill a vacant First Ward representative seat in March 2014 and was successfully elected to a four-year term for that seat in November 2015; and

Whereas, Nick Malone has given freely of his time and his talents in an effort to better our community; and

Whereas, Nick Malone has continually made a determined attempt to fairly and wisely represent the best interests of the residents and businesses of the City; and

Therefore, be it resolved that the City of Menominee, MI, on this 20th day of January, 2020, wishes to formally acknowledge the efforts Nick Malone has made on behalf of our community and to recognize his outstanding service to our City.

RESOLUTION #2020-002
Election Resolution

WHEREAS, a Presidential Primary Election is scheduled to be held in all four wards of City of Menominee on Tuesday, March 10, 2020; and

WHEREAS, the polling place will be open from 7 a.m. to 8 p.m., Local Time, on said day; and

WHEREAS, that the Election Board shall consist of up to two (2) chairpersons and up to six (6) inspectors for each ward and that the rate of pay be \$12.00 per hour for the chairperson and \$11.00 per hour for inspectors; and

WHEREAS, the Absent Voter Counting Board shall consist of up to two (2) chairpersons and up to six (6) inspectors for all four wards and that the rate of pay be \$12.00 per hour for the chairperson and \$11.00 per hour for inspectors; and

WHEREAS, that all election personnel shall be paid their hourly rate (including travel time) or a \$20 minimum for attending required election training;

NOW, THEREFORE, BE IT RESOLVED, the following location is designated as the polling place for all four wards in the City of Menominee for the City General Election to be held Tuesday, March 10, 2020:

Menominee High School Cafeteria
2101-18th Street

/skj