

**CITY OF MENOMINEE, MICHIGAN  
MENOMINEE CITY COUNCIL AGENDA FOR  
MONDAY, MARCH 15, 2021 at 6:00 P.M.  
COUNCIL CHAMBERS – 2511 10<sup>th</sup> STREET - AND ELECTRONICALLY**

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**A) CALL THE MEETING TO ORDER.**

**B) ROLL CALL.**

**C) APPROVAL OF MEETING AGENDA.**

**D) MINUTES OF PREVIOUS MEETINGS.**

- 1) Regular meeting of February 16, 2021.

**E) COMMUNICATIONS.**

- 1) Update from MBDC President Nancy Douglas.

**F) PUBLIC HEARINGS.**

**G) 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.

**H) REPORTS OF OFFICERS.**

- 1) City Manager's report including an update from Coleman Engineering on the road and utility project.

**I) REPORTS OF BOARDS, COMMISSIONS, AND STANDING COMMITTEES.**

- 1) The Water and Wastewater Utility Board on the WWTP Sludge Heat Exchanger purchase.
- 2) The Finance Committee on extending the current contract for audit services.
- 3) The Finance Committee on the lease agreement for a temporary River Park Campground mobile office.
- 4) The Finance Committee on the Coleman Engineering design contract for 13<sup>th</sup> Street.
- 5) The Finance Committee on the Menominee County Road Commission 48<sup>th</sup> Avenue agreement.

**J) MISCELLANEOUS.**

**K) MOTIONS AND RESOLUTIONS.**

- 1) Police Department taser upgrade.

**L) 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.

**M) ADJOURN.**

**Electronic Remote Access Information:**

**Call in # 312-626-6799      Enter Meeting ID: 842 2963 5408 Press #**

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.

The City of Menominee is an Equal Opportunity Provider and Employer





**CITY OF MENOMINEE, MICHIGAN  
REGULAR COUNCIL PROCEEDINGS  
FEBUARY 16, 2021**

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A regular meeting of the Menominee City Council, City of Menominee, County of Menominee, State of Michigan, was held on Tuesday, February 16, 2021 electronically.

The Honorable Jean Stegeman called the meeting to order at 6:00 p.m.

**PRESENT:** Council Members Fifarek (remotely), Jones (remotely), Klitzke (remotely), Nelson (remotely), Nutter (remotely), Plemel (remotely), and Pohlmann (remotely); Mayor Stegeman (remotely)

**ABSENT:** Council Member Robinson (excused)

**PRESENT: 8            ABSENT: 1**

A motion was made by Council Member Plemel and seconded by Council Member Jones 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 Jones to approve the agenda for the meeting dated February 12, 2021. This motion was carried unanimously.

A motion was made by Council Member Plemel and seconded by Council Member Jones to approve the minutes of the regular meeting of January 18, 2021 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 Nutter to close public comment. This motion was carried unanimously.

**REPORTS OF OFFICERS:**

Mayor Stegeman gave the following "State of the City" address:

**STATE OF THE CITY ADDRESS 2020**

"Good Evening. It is my honor, as Mayor of the City of Menominee, to deliver the 2020 State of the City Address.

As has been our history, the last year brought us events to celebrate as well as those that tried us, all of which were overlaid by the continuing COVID pandemic. As a community, we continued to persevere and adapt to our collective situation.

Some of the notable successes of the last year were the completion of road projects, purchase of major equipment in the form of a much-needed replacement for the Sewer Vector, and the purchase of a police vehicle and radios. The Library replaced one HVAC rooftop unit and new turbidity meters, which measure particulates in water, were purchased for our water department.

The most observable success, which would not have been possible without the generosity of the John Henes Foundation and the efforts of Johanna and Tom Lewis, was the complete replacement of the old beach house with an impressive new structure that will be utilized by residents and visitors for generations. They also funded the rebuilding of the foot bridge and improvements to the ponds within the park. The City of Menominee is blessed to be the recipient of such bountiful philanthropy, which, to date, is just under a total of \$780 thousand dollars.

I would like to point to other achievements that should be highlighted as they are much less publicly noticeable. First, was the receipt of a clean, unqualified audit presented by Joe Verlin of the firm Gabridge & Co. During his presentation he commented on the professionalism of Clerk Treasurer Kathy Brofka and her team. While the audit firms have changed over the years, the report has not and we should not take for granted the hard work of our department head and her staff. Also of note, our assessor, Peg Bastien, has done an outstanding job reversing the challenge that she inherited. Through her diligent effort, we have received a perfect AMAR score in the Assessor's Department. This is a far cry from our trouble that began in 2015; she should be applauded for her success on behalf of the City. We also had a Presidential election in November with a record turnout of absentee ballots and again, Kathy Brofka and Susan Johnson were tireless in their efforts to have this run smoothly and we thank them for their hard work.

During the last year we relied heavily on City attorney, Michael Celello, of the firm Mouw and Celello, in the arduous undertaking of drafting ordinances necessary for opting into the legalized sale of marijuana in the City of Menominee. This issue evoked strong feelings within the community. However, it appeared to Council that we should accept the legalization trend that is sweeping the country. Therefore, we carefully crafted new ordinances to govern the process. The permit issuing process will begin in the coming months.

As I stated last year, the water levels are wreaking havoc on our shoreline. This year, through monies granted by the DNR, we were able to place 980 linear feet of riprap along Harbor Drive. This has all but eliminated the severe flooding and rock displacement that had taken place due to wave action during storms. We still have much to do, however, in attending to our parks' shorelines and the flooding at Riverpark campground. City Recreation Director Joan Kosewski continually evaluates the situation at the campground and recommends adjustments as we search for a solution.

The City lost several long time employees to retirement this year: Library Director Cheryl Hoffman and DPW Cemetery foreman Tom Lafleur, who have given decades of service to the City of Menominee will be greatly missed. We wish them both a long and happy retirement and welcome their incoming replacements, Mr. Blair Nelson at Spies Public Library and Mr. John Jasenovsky at Riverside Cemetery.

The Police Department, under the leadership of Chief Brett Botbyl, continues to fund raise for the K-9 program. The total of gifts to date is \$82,000 with expenses thus far of about \$26,000. Two officers have been trained to handle our new dog, who has been named Dash. A promise was made to Council that this program would be fully funded through donations and we wish continued success to the Chief and his Department in funding and utilizing their newest asset.

As mentioned, there are some less positive issues which need to be touched upon if we are to have full disclosure and transparency in our government. We do not have a clear plan in place yet as to the expenditure of the remaining milage funds for road improvements. Nor do we yet understand the costs associated with the lead and copper pipe unfunded mandate. We have human resource shortages which need to be addressed within the City but the most troubling issue is the continuing drain of our unassigned fund balance. In the last 24 months the balance has decreased by approximately \$350,000. The projected deficit for fiscal year end 2021 is \$306,000. This amounts to a number just between a half and three quarters of a million dollar reduction in our savings account. The current balance of that account is \$2,349,000 and, simply put, there is a finite amount of money available in that account. We cannot go on this way and remain solvent. COVID and climate change is not to blame for this issue. There are too many overruns and avoidable emergencies. This has been an ongoing trend and it needs to be addressed immediately. How long can we operate in arrears? Council, it is incumbent upon us to take action to reverse this downward spiral as property taxes alone are not keeping pace with expenses. We have three options: increase revenue, cut expenses, or both but the option we do not have is to be presented deficit budgets annually. Eighteen months have elapsed and we have yet to see a plan for the Klar gift to the City. However, in their bequeathment the acceptable uses were quite specific: the library and recreation. This gift is not a Band-Aid for our problems.

We operate at a disadvantage during this COVID crisis. Zoom meetings do not take the place of sitting together to address and resolve our significant issues. During the next year, we must make progress toward living within our means.

As always, I wish to thank the dedicated staff and employees of the City who serve our public, especially during this time. I would like to thank all of the Department Heads who put in whatever effort it takes to get the job done, often at the expense of their personal time. I want to acknowledge the many citizens who unselfishly give of their time to serve on boards and commissions for the benefit of this community; we could not function without you. I would also like to thank all of our citizen volunteers who quietly give so many hours of service without any expectation of recognition.

Finally, I wish for steady progress to end this once-in-a-century world crisis, and look forward to the day when our local businesses are again thriving, friends and neighbors are gathering, and events are held for celebrating. Until that time, let's keep working diligently forward for the benefit of the City and the fine people who reside within it."

Mayor Stegeman submitted, for confirmation, the appointment of Wendy Baron to the Downtown Development Authority filling a vacancy with her term to expire January 25, 2024.

A motion was made by Council Member Jones and seconded by Council Member Plemel to confirm the appointment.

AYES: Jones, Plemel, Pohlmann, Fifarek, Klitzke, Nelson, Nutter, and Stegeman  
NAYS: None

This motion was carried unanimously.

A report was heard from City Manager Tony Graff.

**BOARD REPORT:**

At a February 11, 2021 meeting, the Water and Wastewater Utility Board discussed equipment needs at the Wastewater Treatment Plant and they recommended to City Council that Council approve the award of the primary sludge pump contract which includes purchase of the pump, maintenance kit and spare lobes to Borger in the amount of \$9,113.68 with the funds being allocated from the wastewater capital outlay line item.

**WATER AND WASTEWATER UTILITY BOARD**

A motion was made by Council Member Plemel and seconded by Council Member Jones to adopt the recommendation.

AYES: Plemel, Jones, Fifarek, Klitzke, Nelson, Nutter, Pohlmann, and Stegeman  
NAYS: None

This motion was carried unanimously.

**COMMITTEE REPORT:**

At a February 10, 2021 meeting, the Finance Committee discussed the request from the Emergency Rescue Squad for payment of the service fee for fiscal years 2019-2020 and 2020-2021, and they recommended to City Council that Council approve the payment to the Emergency Rescue Squad in the amount of \$4,000 with the funds allocated from line item 101-346.000-818.

**FINANCE COMMITTEE**

A motion was made by Council Member Pohlmann and seconded by Council Member Fifarek to adopt the recommendation.

AYES: Pohlmann, Fifarek, Jones, Klitzke, Nelson, Nutter, Plemel, and Stegeman  
NAYS: None

This motion was carried unanimously.

**COMMITTEE REPORT:**

At a February 10, 2021 meeting, the Public Safety/Public Works Committee discussed Fire Department equipment needs and they recommended to City Council that Council approve the purchase of 14 VHF and two 800 VHF Kenwood portable radios from JS Electronics at the cost of \$19,798.30 with \$17,000 being allocated from the capital outlay line item and the difference being allocated from the Fire Department Operating Budget.

**PUBLIC SAFETY/PUBLIC WORKS COMMITTEE**

A motion was made by Council Member Plemel and seconded by Council Member Fifarek to adopt the recommendation.

AYES: Plemel, Fifarek, Jones, Klitzke, Nelson, Nutter, Pohlmann, and Stegeman  
NAYS: None

This motion was carried unanimously.

**COMMITTEE REPORT:**

At a February 10, 2021 meeting, the Public Safety/Public Works Committee discussed the need to update the 100-foot radio tower located at the Municipal Complex to meet FCC/FAA requirements and they recommended to City Council that Council approve the purchase of the radio tower lighting system from Wave Communications, Inc. at the cost of \$10,200.00 which will require a budget adjustment as the funds were not budgeted.

PUBLIC SAFETY/PUBLIC WORKS COMMITTEE

A motion was made by Council Member Plemel and seconded by Council Member Jones to adopt the recommendation.

AYES: Plemel, Jones, Klitzke, Nelson, Nutter, Pohlmann, Fifarek, and Stegeman

NAYS: None

This motion was carried unanimously.

**MOTIONS AND RESOLUTIONS:**

The first item under motions and resolution was the following resolution:

**REVISED RESOLUTION #2021-002  
CITY OF MENOMINEE RESOLUTION  
FOR 2021 POVERTY EXEMPTION GUIDELINES**

**WHEREAS**, the adoption of guidelines for poverty exemptions is required of the City of Menominee City Council; and

**WHEREAS**, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

**WHEREAS**, pursuant to PA 390 of 1994, the City of Menominee City Council, Menominee County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. All other assets above that should be considered available; and

**WHEREAS**, the City shall follow the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The following are the 2021 federal poverty income guidelines:



Size of Family Unit	2021 Poverty Guidelines
1	\$ 12,760
2	\$ 17,240
3	\$ 21,720
4	\$ 26,200
5	\$ 30,680
6	\$ 35,160
7	\$ 39,640
8	\$ 44,120
For each additional person	\$ 4,480

The annual allowable income includes income for all persons residing in the principal residence.

To be eligible, a person shall do all the following on an annual basis:

1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.

2) File an application with the assessor or Board of Review, accompanied by required supporting documents and federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year for verification purposes.

3) File a claim reporting that the combined assets of all persons within the household do not exceed the asset threshold of \$ 25,000. Assets include but are not limited to:

- Ownership interest in a second home, land, vehicles
- Recreational vehicles such as campers, motor-homes, boats and ATV's
- Buildings other than the residence
- Jewelry, antiques, artworks
- Equipment, other personal property of value
- Financial institution accounts over \$2,000
- Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments
- Lottery and/or gambling winnings
- Federal and/or stimulus payments
- Food or housing received in lieu of wages
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches

4) Produce a valid driver's license or other form of identification if requested.

5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.

6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services.



7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

**WHEREAS**, Public Act 253 of 2020 amended MCL 211.7u, allows for partial poverty exemptions to be granted, the following exemption percentages shall be used by the Board of Review.

• Year 1:	80%
• Year 2:	70%
• Year 3:	60%
• Year 4:	50%
• Year 5 & subsequent years:	40%

100% or 50% or 25%

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Assessor and Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

A motion was made by Council Member Plemel and seconded by Council Member Pohlmann to adopt the resolution.

AYES: Plemel, Pohlmann, Fifarek, Jones, Klitzke, Nelson, Nutter, and Stegeman

NAYS: None

This motion was carried unanimously.

The following resolution was considered next:

#### **RESOLUTION #2021-003**

**WHEREAS**, the Board of Review for the City of Menominee meets periodically throughout the year; and

**WHEREAS**, the Board of Review hears oral appeals from resident property owners regarding their assessments;

**NOW, THEREFORE, BE IT RESOLVED**, that the Menominee City Council approves the ability of resident taxpayers to file a protest to the March Board of Review in writing without personal appearance;

**BE IT FURTHER RESOLVED**, that written appeals must be received by the Assessor's Office by the close of business on the first Tuesday following the second Monday of March to be eligible for consideration.

A motion was made by Council Member Plemel and seconded by Council Member Nelson to adopt the resolution.

AYES: Plemel, Nelson, Nutter, Pohlmann, Fifarek, Jones, Klitzke, and Stegeman

NAYS: None

This motion was carried unanimously.

**PUBLIC COMMENT:**

Mayor Stegeman opened the public comment session.

Comments were heard from Bill Plemel and Brandon Cacek.

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

**ADJOURN:**

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

  
Susan K. Johnson

/skj

**City of Menominee**  
**State Revolving Fund Loan Utility Projects**  
**Update for City Council (Notes)**  
**March 15, 2021**

**Reason for Project:** Replace prioritized failing water and sewer lines which are creating service interruptions, health risks and increased operation and maintenance costs. Core area chosen for priority replacement via City staff recommendations, SAW report and overlap with Road Referendum area. In addition, 150 lead service line replacements are included at various areas outside of core area.

**Brief History:**

- Project Scoping for the Utility Project started in 2015.
- In January of 2019, the City selected Coleman Engineering to start looking at project scope.
- After many meetings with City staff, Committees and Council, a project scope was selected.
- USDA Rural Development funding was not possible due to the City's water and sewer rates being less than 1% of the Median Household Income.
- A Project Plan (funding application) was developed and submitted to the State Drinking Water Revolving Fund (DWRF-Water Portion of project) and the Clean Water State Revolving Fund (CWSRF-Sewer Portion of Project). The Project Plan was presented at a Public Hearing on June 15, 2020 and the Council approved submission of the Project Plan to the State.
- The projects (both water and sewer portions) were selected by the State for funding. The water and sewer projects are on the respective final "Project Priority Lists" which were provided to the City in October of 2020.

**Estimated Funding for the Project:**

- DWRF: \$3,361,650 (\$45,500 grant and \$3,316,150 low interest loan)
  - CWSRF: \$1,865,050 (All low interest loan)
  - Local Road Referendum: \$2,246,000 (All local referendum funds)
- Please note: All remaining local road referendum funds will be used on the roadway portion of this project. Coleman Engineering is working with the City Treasurer to determine the exact amount of remaining road referendum funds.

**Engineering Progress:**

The plans and specifications are about 50% complete. The next step is sending to EGLE for permits/review/comments which is anticipated approximately April 15. **Private-side water service line easements will be sent out to affected residents near the end of March and during April.**

**Estimated Residential 5/8" Meter Rate Quarterly Increase as of March 2021:**

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Fixed Rate Meter Charge increase due to Project Only	\$7.32	\$3.55	\$10.87

**STATE REVOLVING FUND UTILITY PROJECT  
TENTATIVE SCHEDULE FOR COUNCIL/ADMINISTRATIVE ACTIONS  
1st QUARTER CLOSING - November/December 2021**

	Draft	Final
Rate Methodology Approval	April 2021	August 2021
Part I Application (Financial Data)	July 2021	August 2021
Part II Application (Covenants)	July 2021	August 2021
Bid Opening		October 2021
Part III Application (Bid results and final budgets)		October 2021
Resolution of Tentative Contract Award		October 2021
Rate Resolutions		June 2022
Loan Closing		December 2021

\* This list will be updated as the project progresses. The State may have other items to include in the process. We will inform the Council as updates are received.

**Michigan Department of Environment, Great Lakes, and Energy (EGLE)  
Drinking Water Revolving Fund (DWRF) Project Milestone Schedule  
for 1st Quarter Financing in Fiscal Year 2022  
Anticipated Loan Closing on December 10, 2021**

Applicant Name: City of Menominee  
Project Number: 7513-01  
Project Description: Watermain and Lead Service Line Replacement

<u>Milestone</u>	<u>By No Later Than</u>
EGLE Comments on Project Plan Submittal	06/18/2021
Submittal of Answers to EGLE Comments	07/16/2021
Correction of All Remaining Planning Deficiencies (including submittal of EA distribution list)	07/16/2021
Publication of Environmental Assessment (EA)	08/16/2021
Public Notice Clearance	09/15/2021
EGLE Approval of Project Plan	09/15/2021
 Submittal of Draft Rate Methodology and Legal Documents	 05/10/2021
EGLE Comments on Draft Rate Methodology and Legal Documents	06/11/2021
Submittal of Final Rate Methodology and Legal Documents	07/12/2021
EGLE Approval of Rate Methodology and Legal Documents	08/13/2021
 Submittal of Draft Plans & Specifications	 06/04/2021
EGLE Comments on Draft Plans & Specifications	07/02/2021
Submittal of Final Plans & Specifications	08/02/2021
Issuance of Construction Permit	09/10/2021
EGLE Approval of Plans & Specifications	09/15/2021
 Submittal of DWRF Application Part I	 08/30/2021
Submittal of DWRF Application Part II	08/30/2021
Submittal of DWRF Application Part III (including Resolution of Tentative Contract Award)	11/01/2021
 Publication of Bid Advertisement	 09/15/2021
Opening of Bids	10/15/2021
Resolution of Tentative Contract Award by Governing Body	11/01/2021
 EGLE Order of Approval	 11/15/2021

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the bypass of this project and the assignment of funds reserved for it to other projects on Michigan's Project Priority List in accordance with the provisions of Section 5406 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Accepted on _____	By: _____ Applicant's Authorized Representative
Accepted on _____	By: _____ Project Manager, Finance Division Water Infrastructure Financing Section
Approved on _____	By: _____ Unit Supervisor, Finance Division Water Infrastructure Financing Section

**Michigan Department of Environment, Great Lakes, and Energy (EGLE)  
Drinking Water Revolving Fund (DWRF) Project Milestone Schedule  
for 1st Quarter Financing in Fiscal Year 2022  
Anticipated Loan Closing on December 10, 2021**

Applicant Name: City of Menominee  
Project Number: 7513-01  
Project Description: Watermain and Lead Service Line Replacement

<u>Milestone</u>	<u>By No Later Than</u>
EGLE Comments on Project Plan Submittal	06/18/2021
Submittal of Answers to EGLE Comments	07/16/2021
Correction of All Remaining Planning Deficiencies (including submittal of EA distribution list)	07/16/2021
Publication of Environmental Assessment (EA)	08/16/2021
Public Notice Clearance	09/15/2021
EGLE Approval of Project Plan	09/15/2021
Submittal of Draft Rate Methodology and Legal Documents	05/10/2021
EGLE Comments on Draft Rate Methodology and Legal Documents	06/11/2021
Submittal of Final Rate Methodology and Legal Documents	07/12/2021
EGLE Approval of Rate Methodology and Legal Documents	08/13/2021
Submittal of Draft Plans & Specifications	06/04/2021
EGLE Comments on Draft Plans & Specifications	07/02/2021
Submittal of Final Plans & Specifications	08/02/2021
Issuance of Construction Permit	09/10/2021
EGLE Approval of Plans & Specifications	09/15/2021
Submittal of DWRF Application Part I	08/30/2021
Submittal of DWRF Application Part II	08/30/2021
Submittal of DWRF Application Part III (including Resolution of Tentative Contract Award)	11/01/2021
Publication of Bid Advertisement	09/15/2021
Opening of Bids	10/15/2021
Resolution of Tentative Contract Award by Governing Body	11/01/2021
EGLE Order of Approval	11/15/2021

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Accepted on _____	By: _____ Applicant's Authorized Representative
Accepted on _____	By: _____ Project Manager, Finance Division Water Infrastructure Financing Section
Approved on _____	By: _____ Unit Supervisor, Finance Division Water Infrastructure Financing Section







**BOARD RECOMMENDATION:**

At a March 11, 2021 meeting, the Water and Wastewater Utility Board discussed equipment needs at the Wastewater Treatment Plant, and they recommend to City Council that Council waive the bid process and approve purchasing the sludge heat exchanger from Walker Process Equipment (direct purchase) at the cost of \$42,000 with the budgeted funds allocated from line item 590-536.000-970.000.

**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  
Agenda Item

**TITLE:** Sludge Heat Exchanger

Requesting Agency: Wastewater Department

Meeting Date: March 15, 2021

Contact: Mike Thorsen

Public Hearing: NA

Phone: 906-630-1016

Advertising Date: NA

Council District: City Wide

Attachments: Sole source letter

**PURPOSE:**

Request that the City Council waive the bid requirements, approve Walker Process Equipment from Aurora, Illinois for supplying the sludge heat exchanger and award them with the purchase agreement.

**BACKGROUND:**

As part of the FY 2020-2021 CIP budget, the WWUB and Council approved the purchase and replacement of the sludge heat exchanger. The current heat exchanger was installed in the early 1970s. The heat exchanger via a hot water jacket is utilized to heat the primary anaerobic digester sludge to a temperature of greater than 95 degrees (F). Heating of the sludge is utilized for solids and pathogen reduction. This unit is without redundancy, and it is utilized daily (24-7). Because of the age of the unit (well beyond expected life span) and after a small leak developed, we decided the unit should be replaced. The current unit is a Walker brand manufactured and supplied by Walker Process Equipment. The proposed replacement unit is the exact same unit and again manufactured and supplied by Walker Process Equipment. We have contacted several companies to bid on supplying a heat exchanger. Only one other company showed any interest, and they never responded further when their equivalent heat exchanger was determined to not meet our operational requirements. Because the Walker unit is an exact replacement, installation costs will be a lot lower than using a model from a different manufacture.

**BUDGET IMPACT:**

The purchase agreement is for a total of \$42,000.00. The price includes the heat exchanger and delivery to the WWTP. Walker Process Equipment utilizes DuBois-Cooper as their sole appointed representative. However, they do allow municipalities to directly purchase from Walker, in this case, saving \$4,200. For heat exchanger removal and installation, we have contacted three mechanical contractors. The costs for removal and installation will be below \$5,000 and will be awarded at a later date after all three quotes are received. Both the purchase of the equipment and installation will be encumbered from the FY 2020-2021 Wastewater CIP budget from the Account 590-536.000-970.000. This item has a total budget of \$52,000.00.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

The Wastewater Department recommends that the Water and Wastewater Utility Board waive the bid requirements and approve the award for supplying the sludge heat exchanger to Walker Process Equipment (direct purchase) in the amount of \$42,000 and recommend to City Council.

**BOARD RECOMMENDATION / ACTION:**

At a March 11, 2021 meeting, the Water and Wastewater Utility Board recommended to City Council that Council waive the bid process and approve purchasing the sludge heat exchanger from Walker Process Equipment (direct purchase) at the cost of \$42,000 with the budgeted funds allocated from line item 590-536.000-970.000.



Division of McNish Corporation

Dedicated to the  
Water and Wastewater  
Industry

**Walker Process Equipment**

840 North Russell Avenue

Aurora, Illinois 60506-2853

E-Mail: [walker.process@walker-process.com](mailto:walker.process@walker-process.com)

Website: [www.walker-process.com](http://www.walker-process.com)

Phone: 630-892-7921

August 20, 2020

To Whom It May Concern:

DuBois-Cooper Associates, Inc. of Plymouth, MI is the sole appointed representative in the State of Michigan for new process equipment and parts that are manufactured by Walker Process Equipment Division of McNish Corporation.

Please contact our office for any verifications or questions.

Daniel E. Harker, P.E.  
VP Sales  
Walker Process Equipment  
Division of McNish Corporation



**COMMITTEE REPORT:**

At a March 10, 2021 meeting, the Finance Committee discussed the need for audit services for fiscal years ending June 30, 2021 and June 30, 2022, and they recommend to City Council that Council approve an additional two-year audit contract with Gabridge and Company at the cost of \$17,410 each year.

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:** Audit Contract

Requesting Agency: City Manager/Clerk/Treasurer

Meeting Date: March 15, 2021

Contact: Tony Graff/Kathy Brofka

Public Hearing: NA

Phone: 863-1747 / 863-1746

Advertising Date: NA

Council District: Citywide

Attachments: Letter from Gabridge & Co.

**PURPOSE:**

Request that the City Council approve the waiving of the bid requirements and approve Gabridge & Co. for an additional two-year audit contract.

**BACKGROUND:**

The City of Menominee has contracted with Gabridge & Co. for the past three years to perform our fiscal year end audit. The current contract has expired. The City Manager and Clerk / Treasurer are requesting that the Finance Committee approve a two-year contract extension with Gabridge & Co. for the audits of the fiscal years ended 2021 and 2022.

The proposal by Gabridge & Co. for the contract extension is \$17,410. yearly. This is the same amount paid for the prior three years audits. The cost for single audit has increased from \$2,500. to \$3,000.

**BUDGET IMPACT:**

The audit contract is included in the budget annually.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

The Finance Committee to recommend to City Council that Council approve waiving the bid process and approve a two-year contract extension in the amount of \$17,410 with Gabridge & Co.

**COMMITTEE RECOMMENDATION / ACTION:**

At a March 10, 2021 meeting, the Finance Committee recommended to City Council that Council approve an additional two-year audit contract with Gabridge and Company at the cost of \$17,410 each year.



March 4, 2021

Dear Mr. Tony Graff

We are writing to extend our sincere thanks to the City of Menominee (the "City") for the opportunity we have had to be of service as the City's auditors for the past three years. We have enjoyed working with you and your staff. We trust that you feel that the City has benefited from our professional relationship as well.

We are providing proposed fees for the next two fiscal year audit reports. It has been a pleasure working with the City and we would love to have another two years to serve as your audit firm!

Following is a schedule showing the proposed fees:

<u>6/30/2021</u>	<u>6/30/2022</u>
\$ 17,410	\$ 17,410

For any year requiring a federal Single Audit, fees will be increased by \$3,000.

These fees are based on the presumption that the City's accounting records will be reasonably adjusted and auditable. Any additional services required to assist the City in preparing a reasonably adjusted trial balance will be billed at our standard hourly rate.

The fees quoted for subsequent years may be subject to renegotiation if changes in the scope of the City's operations or new professional requirements make our estimate of hours unrealistic. If any such changes occur, we will discuss the reasons with you, and arrive at a new fee arrangement prior to incurring any charges.


These fees are independent of any special projects for which a separate engagement is contracted. We will, of course, continue to be available throughout the year to answer general business questions, and to assist you or your staff with accounting for specific transactions without charge.

CERTIFIED PUBLIC ACCOUNTANTS

3940 PENINSULAR DR STE. 200 / GRAND RAPIDS, MI / 49546 / P 616 538 7100 / WWW.GABRIDGE.CO.COM

Again, we thank you for the continuing opportunity to be of service to the City and we look forward to many more years of exceeding your expectations. If you have any questions regarding this extension, or if we can be of assistance to you in any way, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in cursive script that reads "Gabridge & Company".

Gabridge & Company, PLC

The above proposal is hereby accepted for an additional two years.

---

Signature

---

Date

**COMMITTEE REPORT:**

At a March 10, 2021 meeting, the Finance Committee discussed weather related damage to the office building at River Park Campground and they recommend to City Council that Council ratify the Williams Scotsman, Inc. 6-month lease agreement for the River Park Campground temporary mobile office at the total cost of \$6,039.99.

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: Temporary Mobile Office for River Park Campground**

Requesting Agency:	River Park Campground	Meeting Date:	March 15, 2021
Contact:	Joan Kosewski Recreation Director	Public Hearing:	N/A
Phone:	906-863-1737	Advertising Date:	N/A
		Council District:	1

Attachments:

**PURPOSE:** The current River Park Campground office is unusable from the flood damage event and a temporary solution is to lease a mobile office for 6 months which will provide a safe and healthy office environment for the visitors and staff.

**BACKGROUND:** The River Park Campground office was damaged from the main flood event in October 2019 and on other occasions even after sandbagging the office building.

The campground is planning on opening on May 15, 2021 and staff has been taking reservations.

Williams Scotsman, Inc was contacted and will be used again for this camping season. Williams Scotsman will deliver, install the Mobile Office on 5/10/2021 for a 6-month rental, delivery, installation, and return for a total of \$6,039.99.

At a March 3, 2021 meeting, the Parks and Recreation/Buildings and Grounds Committee recommended to the Finance Committee that they recommend to City Council that Council approve the Williams Scotsman Inc. 6-month lease agreement in the amount of \$6,039.99.

**BUDGET IMPACT:** The total cost is \$6,039.99. (\$3,529 for current year and \$2,511 in the fiscal year 21-22)  
No amount was budgeted in the current year, however there is money in the fund balance and the flood damage payment was \$14,224.

**STAFF RECOMMENDATION / ACTION REQUESTED:** The Recreation Director and City Manager recommend approval of the Williams Scotsman Inc. 6-month lease agreement and forward to Finance Committee and City Council for approval.

**COMMITTEE RECOMMENDATION / ACTION:** At a March 10, 2021 meeting, the Finance Committee recommended to City Council that Council ratify the Williams Scotsman, Inc. 6-month lease agreement for the River Park Campground temporary mobile office at the total cost of \$6,039.99.

**WILLSCOT**

**Williams Scotsman, Inc.**  
516 West Street  
Watertown, WI 53094

**Your Williams Scotsman Representative**  
Carly Tolino  
**Phone:** (502) 966-4270  
**Email:** carly.tolino@willscot.com  
**Toll Free:** 800-782-1500

**Contract Number:** 1431186  
**Revision:** 2  
**Date:** February 21, 2021

**Lease Agreement**

**Lessee:** 22994077  
City of Menominee  
2511 Tenth St  
Menominee, Michigan, 49858

**Contact:**  
Joanie Kosewski  
1400 5th Ave  
Menominee, MI, 49858  
**Phone:** (906) 863-1737  
**E-mail:** recdirector@menomineemi.gov

**Ship To Address:**  
2515 10th Street  
MENOMINEE, MI, 49858

**Delivery Date(on or about):**  
5/3/2021

**Rental Pricing Per Month**

	Quantity	Price	Extended
24x8 Mobile Office (20x8 Box)	1	\$325.00	\$325.00
Bas. Entrance-Steps T2	1	\$80.00	\$80.00
Window/Door Security Bundle - 30	1	\$40.00	\$40.00
Data Hub Rental T2	1	\$75.00	\$75.00
Bas. Conference Package T2	1	\$75.00	\$75.00
<b>Minimum Lease Term: 6 Months</b>			
Total Monthly Building Charges:			\$325.00
Subtotal of Other Monthly Charges:			\$270.00
<b>Total Rental Charges Per Month:</b>			<b>\$595.00</b>

**Delivery & Installation**

Tiedowns into dirt	4	\$75.71	\$302.84
Block and Level	1	\$178.57	\$178.57
Delivery Freight	1	\$850.00	\$850.00
Teardown	1	\$157.14	\$157.14
Return Freight	1	\$850.00	\$850.00
<b>Total Delivery &amp; Installation Charges:</b>			<b>\$2,338.55</b>

**Final Return Charges\***

Tiedown-Dirt Removal	4	\$32.86	\$131.44
<b>Due On Final Invoice*:</b>			<b>\$131.44</b>

**Total Charges Including (6) Month Rental, Delivery, Installation & Return\*\*** **\$6,039.99**

**Summary of Charges**

<b>Model:</b> MO248	<b>QUANTITY:</b> 1	<b>Total Charges for (1) Building(s):</b> \$6,039.99
---------------------	--------------------	--

**Additional Services:** For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Skirting (L) - Vinyl LF	Initial	56	\$10.00	\$560.00
	Skirting Removal - Vinyl LF	Final	56	\$1.43	\$80.08
	Skirting (M) - Vinyl LF	Initial	56	\$2.86	\$160.16
	General Liability - Alien Insurance	Monthly	1	\$22.00	\$22.00
	Property Damage Waiver (8)	Monthly	1	\$44.00	\$44.00



Williams Scotsman, Inc.  
516 West Street  
Watertown, WI 53094

Your Williams Scotsman Representative  
Carly Tolino  
Phone: (502) 966-4270  
Email: carly.tolino@willscot.com  
Toll Free: 800-782-1500

Contract Number: 1431186  
Revision: 2  
Date: February 21, 2021

#### INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO328	\$14673.00	\$1000.00
1	MO248	\$10058.00	\$1000.00

#### Lessee: City of Menominee

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

#### Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

#### Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Otherwise, if elected on preceding pages:

#### Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Williams Scotsman Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**WILLSCOT**Williams Scotsman, Inc.  
516 West Street  
Watertown, WI 53094Your Williams Scotsman Representative  
Carly Tolino  
Phone: (502) 966-4270  
Email: carly.tolino@willscot.com  
Toll Free: 800-782-1500Contract Number: 1431186  
Revision: 2  
Date: February 21, 2021**Clarifications**

\*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

**Invoicing Options (select one)**☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: \_\_\_\_\_

A/P Email on File: \_\_\_\_\_

☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

2511 Tenth St  
Menominee Michigan 49858

Enter a new billing address: \_\_\_\_\_

**Signatures**

Lessee: \_\_\_\_\_ City of Menominee

Lessor: \_\_\_\_\_ Williams Scotsman, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

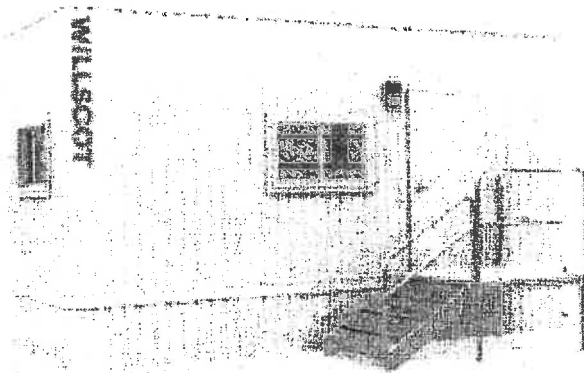
PO# \_\_\_\_\_

PLEASE RETURN SIGNED AGREEMENT TO: [MKELeases@willscot.com](mailto:MKELeases@willscot.com)



**WILLSCOT**

# 24' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space - creating a more productive, comfortable, and safe work environment.



## CUSTOMIZATION

Steps & Ramps  
Furniture & Appliances  
Technology  
Site Services  
Loss Prevention

### Dimensions

24' Long (including hitch)  
20' Box size  
8' Wide  
7' Ceiling height

### Exterior Finish

Aluminum or wood siding  
I-Beam Frame  
Standard trim and gutters

### Interior Finish

Paneled walls  
Carpet or vinyl flooring  
Cupboard cabinet

### Electric

Fluorescent ceiling lights  
Breaker panel

### Heating/Cooling

Electric baseboard heat and  
removable A/C unit or  
combination Freezer/A/C unit

### Windows/Doors

- Horizontal blinds windows
- Vision panel door with  
standard lock or steel door  
with dead bolt lock

### Other

Optional restrooms

\* Photos are non-representational; actual products vary.  
Additional floor plans and specifications may vary from  
those shown and are subject to in-stock availability.

800.782.1500 | [WILLSCOT.COM](http://WILLSCOT.COM)



**COMMITTEE REPORT:**

At a March 10, 2021 meeting, the Finance Committee discussed the Small Urban Planning (SUP) Grant project to resurface 13<sup>th</sup> Street from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue and the need for consultant services, and they recommend to City Council that Council accept Coleman Engineering's proposal in the amount of \$1,500.00 to complete the environmental documentation and \$29,000.00 to complete the design and construction portions for the scope of work for a total of \$30,500.00 which is budgeted and to authorize the City Manager to sign Agreement No. 190139; Work Order No. 01.

**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:** 13<sup>th</sup> St from 10<sup>th</sup> Ave to 26<sup>th</sup> Ave - Engineering Contract for Coleman Engineering Design

Requesting Agency:	City Engineer's Office	Meeting Date:	March 15, 2021
Contact:	Tricia Alwin, City Engineer/DPW Director	Public Hearing:	N/A
Phone:	906-863-1751	Advertising Date:	N/A
		Council District:	1 & 3
Attachments:	Coleman Proposal Letter for Design & Construction; Draft Work Order No. 1; Engineering Services Cost Proposal		

**PURPOSE:**

Request that City Council accept Coleman Engineering Company's proposal for design and construction engineering services in connection with the Small Urban Planning (SUP) Grant project to resurface 13<sup>th</sup> Street from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue.

**BACKGROUND:**

Coleman Engineering Company (CEC) assisted the City of Menominee in applying for and securing grant funds through the Small Urban Grant Project. This project was identified as a Small Urban Planning (SUP) and Construction project for road improvements with an estimate of \$695,000.00. The SUP program provides \$375,000.00 Grant and the city's costs is \$320,000.00. Construction is planned for spring of 2022 but funding for the project will be provided in FY 2021. The draft schedule provided by Local Agency Programs (LAP) indicates that draft plans and specifications are due on March 29, 2021, so time is of the essence to complete the environmental review, surveying and engineering work.

**BUDGET IMPACT:**

This engineering project was included in the Capital Improvement Plan for FY 20/21 with the estimate of \$35,000.00. Coleman Engineering's proposal is for \$1,500.00 to complete the environmental documentation and \$29,000.00 to complete the design and construction portions for the scope of work for a total of \$30,500.00 which is under the estimate.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

The City Engineer/Director of Public Works recommends accepting Coleman Engineering Company's proposal for design and construction engineering services in connection with our Small Urban Planning Grant project and permission for City Manager to sign Agreement No. 190139; Work Order No. 01.

**COMMITTEE RECOMMENDATION / ACTION:**

At a March 10, 2021 meeting, the Finance Committee recommend to City Council that Council accept Coleman Engineering's proposal in the amount of \$1,500.00 to complete the environmental documentation and \$29,000.00 to complete the design and construction portions for the scope of work for a total of \$30,500.00 which is budgeted and to authorize the City Manager to sign Agreement No. 190139; Work Order No. 01.



## COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

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

February 18, 2021

Ms. Tricia Alwin  
City Engineer  
City of Menominee  
2511 10<sup>th</sup> Street  
Menominee, MI 49858

Re: Professional Engineering Services  
13<sup>th</sup> Street Small Urban Design  
Design Engineering Assistance

Dear Ms. Alwin:

Coleman Engineering Company (CEC) appreciates the opportunity to submit this proposal for professional engineering services on the upcoming 13<sup>th</sup> Street MDOT Small Urban Mill and Overlay Project in the City of Menominee (City).

CEC understands that the project will generally consist of the mill and overlay of 13<sup>th</sup> Street from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue. Roadway work will consist of a mill and overlay of the entire street width, pavement marking, signage, crosswalks and restoration. Sidewalk ramps will be upgraded throughout the project area to meet current ADA standards. Existing grades and surface features will be maintained to match existing drainage patterns to the extent practical.

Funding for the project will be provided by a fiscal year 2021 MDOT Small Urban Grant with City of Menominee matching funds. Construction is planned for the spring of 2022. Please understand that the delivery schedule for this project is quite aggressive to meet a 2021 fiscal year funding schedule and as such, the environmental work should be started as soon as possible. I have also attached a copy of the FY 2021 MDOT Project Planning guide. Please note that this project will be on the bottom two funding lines if we receive authorization to proceed immediately. Authorization to move ahead with the environmental review and program application portions of the project is vital to ensure the funding is secured.

CEC will undertake the following tasks to complete this project:

Design Phase:

- Meet with City representatives to finalize the project scope and delivery schedule;
- Prepare and submit the Program Application to MDOT;
- Perform topographic survey of sidewalk ramps;

- Prepare plan set with sufficient detail, as defined by MDOT, which will include a title sheet, typical section(s), note sheets and sheets identifying quantities of pay items at various stations;
- Prepare cost estimate with MERL Project Estimator;
- Prepare other MDOT bidding documents, including Special Provisions (if necessary), Progress Clause and Coordination Clauses;
- Submit all information to MDOT and schedule Grade Inspection Meeting;
- Conduct Grade Inspection Meeting with City and MDOT representatives; and
- Submit final MDOT bidding package to MDOT and answer bidder questions during bidding.

Fee:

CEC proposes to provide the above referenced professional engineering services on a time and materials basis for a total not-to-exceed fee of \$1,500 to complete the environmental documentation and \$29,000 to complete the design of the project. I have attached a summary of anticipated hours to complete the project.

Assumptions:

- Construction engineering services are not included as part of this proposal;
- An MDOT Right-of-Way Permit will be required to construct the project;
- Construction survey will be the responsibility of the Contractor; and
- Storm sewer replacement will be limited to the area of the project;

If you accept this proposal, please endorse the attached Work Order and return a copy to our office via email. Please keep a copy for your records. Once again, we would like to thank the City of Menominee for this opportunity.

Sincerely,  
COLEMAN ENGINEERING COMPANY



Scott Nowack, P.E.  
Project Manager

SAN/grp

Attachments

AGREEMENT NO. 190139

PROJECT NO. \_\_\_\_\_

WORK ORDER NO. 01

**EXHIBIT "A"**  
**WORK ORDER**

COLEMAN ENGINEERING COMPANY and its directors, officers, shareholders, employees, agents, affiliates, independent professional associates, consultants and subcontractors, as the case may be, (collectively, "COLEMAN") agree to perform for CLIENT, on this specific Project, the Services described below. The services shall be performed subject to and upon the terms and conditions set forth in the Professional Services Agreement (the "Agreement") dated July 31, 2019, by and between COLEMAN and CLIENT, which Agreement is hereby amended to incorporate this Work Order.

It is agreed that this Agreement, and such other documents required by it during the term of this Agreement, may be approved by a signed copy transmitted by fax or .pdf copy containing all signatures in lieu of the original signed copy, and that a copy transmitted by fax or .pdf shall be legally binding upon the parties to said Agreement(s)."

PROJECT: 13<sup>th</sup> Street Small Urban Design  
Design Engineering Assistance

SERVICES: As described in our proposal letter dated February 18, 2021, a copy of which is attached and made part of this contract.

FEES: Services will be completed for a not-to-exceed fee of \$1,500 to complete the environmental documentation and \$29,000 to complete the design and construction portions for the scope of work, the assumptions and the conditions set forth in our proposal dated February 18, 2021, a copy of which is attached and made part of this contract.

Please understand that services will be invoiced on a time and materials basis using our current standard fee schedule(s) and that our estimate of cost is based on our current understanding of the project requirements and the level of effort needed to complete the services. We will make every effort to not exceed our estimate but if the scope of services and the associated assumptions or conditions of our estimate change, we will need to discuss how the changes will affect our estimate. Out of scope services will not be completed until our estimate is adjusted and approved. In addition, if our understanding of the service changes, we will also cease work until we discuss and agree to proceed.

**SPECIAL TERMS AND CONDITIONS:**

During completion of this work, Coleman Engineering Company will not accept responsibility for the safety of individuals other than Coleman Engineering Company employees.

**AUTHORIZATION**

This Work Order and the scope of services (the "Services") defined herein are approved and COLEMAN is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:  
THE CITY OF MENOMINEE

Accepted By:  
COLEMAN ENGINEERING COMPANY

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

By: Scott Nowack, P.E.

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

Title: Project Manager

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

Date: February 18, 2021



**City of Menominee**  
 13th Street from 10th Street to 26th Street  
 ENGINEERING SERVICES COST PROPOSAL  
 Feb-21

PERSONNEL	Time Task Breakdown										Amt.	Rate	Cost
	DESIGN												
	A	B	C	D	E	F	G	H	I	J			
Engineer 13		1		8	2	8	8	4			31	\$114	\$3,534.00
Engineer 7	18	4	8	8	4	16	8	4			70	\$83	\$5,810.00
Technician 19			32			80					112	\$83	\$9,296.00
Engineer 9						20					20	\$94	\$1,880.00
Technician 17						8		4		8	20	\$74	\$1,480.00
Technician 17											0	\$74	\$0.00
--											0	--	--
Pavement Cores										16	16	\$64	\$1,024.00
Testing											0	\$64	\$0.00
Survey									40		40	\$162	\$6,480.00
--											0	--	--
Per Diem											0	\$150	\$0.00
Mileage			150			150			950	150	1400	\$0.75	\$1,050.00
Total													\$30,554

Design Total: \$30,554.00

Construction Total:

Task List

- |                         |                             |               |
|-------------------------|-----------------------------|---------------|
| A. Environmental Review | F. Final Design             | K. Inspection |
| B. Program Application  | G. Bidding                  | L. Testing    |
| C. Preliminary Design   | H. Pre-Construction Meeting |               |
| D. GI Meeting           | I. Survey                   |               |
| E. Permitting           | J. Pavement Cores           |               |



**Local Agency Programs (LAP)  
FY 2021 Project Planning Guide**

FOR BRIDGE PROJECTS, SUBMIT TYPE, SIZE, AND LOCATION (T&E) DOCUMENTS TO LAP	SUBMIT PROGRAM APPLICATION AND NEPA DOCUMENTATION (MDO FORM 5323) TO LAP		SUBMIT ACCEPTABLE GRADE INSPECTION PACKAGE TO LAP	APPROXIMATE GRADE INSPECTION MEETING DATE		SUBMIT FINAL ROW CERTIFICATION (ATTACHMENT B) TO LAP	SUBMIT FINAL DOCUMENTS TO LAP	LAP FORWARDS FINAL SUBMITTAL TO SPECS & ESTIMATES	LETTING DATE									
LA begins Project Design, Coordination with railroads if applicable, coordination with MDOT for traffic and pedestrian signal work, Utility notification and permit application and NEPA certification process, property acquisition, etc.	03/30/20	M	04/20/20	M		05/04/20	M	06/03/20	W		07/03/20	F	07/17/20	F	08/07/20	F	10/02/20	F
	05/04/20	M	05/25/20	M		08/10/19	M	07/08/20	W		08/07/20	F	08/21/20	F	09/11/20	F	11/06/20	F
	08/01/20	M	08/22/20	M	LA places GI documents in ProjectVise, including Requests for design exceptions or variances, Diagonal purfing study and analysis, Diagnostic Safety Team Review for rail crossings, and similar documentation, and notifies LAP staff engineer.	07/06/20	M	08/05/20	W		09/04/20	F	09/18/20	F	10/09/20	F	12/04/20	F
	07/06/20	M	07/27/20	M		08/10/20	M	09/08/20	W	LA addresses SHPO and NEPA review and GI comments; prepares final plans, special provisions, and cost estimates; obtains property, permits, and approvals; and forwards all documents to LAP	10/09/20	F	10/23/20	F	11/13/20	F	01/08/21	F
	08/03/20	M	08/24/20	M		09/08/20	T	10/07/20	W		11/06/20	F	11/20/20	F	12/11/20	F	02/05/21	F
	08/31/20	M	09/21/20	M		10/05/20	M	11/04/20	W		12/04/20	F	12/18/20	F	01/08/21	F	03/05/21	F
	09/28/20	M	10/19/20	M		11/02/20	M	12/02/20	W		01/04/21	M	01/15/21	F	02/05/21	F	04/02/21	F
	11/02/20	M	11/23/20	M		12/07/20	M	01/06/21	W		02/05/21	F	02/19/21	F	03/12/21	F	05/07/21	F
	11/30/20	M	12/21/20	M		01/04/21	M	02/03/21	W		03/05/21	F	03/19/21	F	04/09/21	F	06/04/21	F
	01/04/21	M	01/25/21	M		02/08/21	M	03/10/21	W		04/09/21	F	04/23/21	F	05/14/21	F	07/09/21	F
	02/01/21	M	02/22/21	M		03/08/21	M	04/07/21	W		05/07/21	F	05/21/21	F	06/11/21	F	08/06/21	F
	03/01/21	M	03/22/21	M		04/05/21	M	05/04/21	W		06/04/21	F	06/18/21	F	07/09/21	F	09/03/21	F
	03/29/21	M	04/19/21	M		05/03/21	M	06/02/21	W		07/02/21	F	07/16/21	F	08/06/21	F	10/01/21	F
	05/03/21	M	05/24/21	M		06/07/21	M	07/07/21	W		08/06/21	F	08/20/21	F	09/10/21	F	11/05/21	F

Please Note:

See the attached guidance use document, "Local Agency Program (LAP) Project Planning Guide"

All bridge projects (bridge replacement and major rehabilitation regardless of funding) require a TSS&L submittal.

For projects that may require an Environmental Assessment (EA), submit the EA document to LAP at least one year prior to submitting the Program Application.

For projects which FHWA has identified as Projects of Divisional Interest (PODI), submit Plans, Proposal, and Estimate to LAP at least two weeks prior to the dates shown in this guide.



**COMMITTEE REPORT:**

At a March 10, 2021 meeting, the Finance Committee discussed the Small Urban Planning (SUP) Grant project to resurface 48<sup>th</sup> Avenue from 13<sup>th</sup> Street to County Road 577 with utility improvements, and the need for an agreement between the City of Menominee and Menominee County Road Commission (MCRC) for the project, and they recommend to City Council that Council approve entering into this agreement and to authorize the City Manager to execute said 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:** 48<sup>th</sup> Ave – MCRC Agreement

Requesting Agency:	City Engineer's Office	Meeting Date:	March 15, 2021
Contact:	Tricia Alwin, City Engineer/DPW Director	Public Hearing:	N/A
Phone:	906-863-1751	Advertising Date:	N/A
		Council District:	4
Attachments:	Agreement between the City of Menominee and Menominee County Road Commission (MCRC)		

**PURPOSE:**

Request that City Council approve the attached agreement between the City of Menominee and Menominee County Road Commission (MCRC) in connection with the Small Urban Planning (SUP) Grant project to resurface 48<sup>th</sup> Avenue from 13<sup>th</sup> Street to County Road 577 and utility improvements.

**BACKGROUND:**

At the June 15, 2020 City Council Meeting, the City Council granted the City Manager permission to sign the 48<sup>th</sup> Avenue MDOT Agreement. The project was identified working together with the Menominee County Road Commission and the City of Menominee as a Small Urban Planning (SUP) and Construction project for road and utility improvements. In that agenda prep form it stated "A joint agreement will be created for the City and County (Road Commission) to authorize which will be presented at a later date for approval" and that proposed agreement is attached. Bids were received August 7, 2020 and the MDOT Bid Tabulations is attached. Bacco was the low bidder at \$615,634.40. Bacco's proposed schedule is also attached. They plan to commence on 8/2/2021 and complete by 9/17/21.

**BUDGET IMPACT:**

There is no budget impact for this agreement. Line item 202-451.000-981.138 has an approved budget of \$640,000 for the 2020-2021 budget year. The SUP program provides \$375,000.00, MCRC will pay \$98,802.20 for their portion, City will pay \$98,802.20 for the road portion and \$43,030.00 for the water portion.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

The City Engineer/Director of Public Works recommends granting the City Manager permission to sign the attached agreement in connection with our Small Urban Planning Grant project for 48<sup>th</sup> Avenue in conjunction with the Menominee County Road Commission (MCRC). Attorney Celello is currently reviewing this agreement.

**COMMITTEE RECOMMENDATION / ACTION:**

At a March 10, 2021 meeting, the Finance Committee recommended to City Council that Council approve entering into this agreement and to authorize the City Manager to execute said agreement.



## City of Menominee

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

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

### Cooperative Agreement

Between

Menominee County Board of Road Commissioners  
And City of Menominee

This Agreement, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between the Menominee County Board of Road Commissioners, a Michigan Statutory Public body corporate, P.O. Box 527, Stephenson, MI 49887, ("MCRC") and the City of Menominee, a Michigan Home Rule City, 2511 10<sup>th</sup> Street, Menominee, MI 49858-1995 ("City"), provides as follows:

WHEREAS, the 48<sup>th</sup> Avenue Project is a two-lane street extending 1.81 miles west from 13<sup>th</sup> Street to County Road 577, 0.71 miles within the City of Menominee, County of Menominee; and

WHEREAS, the 1.10 miles length of right-of-way is located within Menominee Township ("Township") and under the jurisdiction of the MCRC; and

WHEREAS, the City in cooperation with the Michigan Department of Transportation, ("MDOT") has obtained Small Urban funding for improvement of 48<sup>th</sup> Avenue between 13<sup>th</sup> Street and County Road 577 in Menominee County; and

WHEREAS, construction of 48<sup>th</sup> Avenue between 13<sup>th</sup> Street and County Road 577 requires the use of both City and MCRC's right-of-way; and

WHEREAS, the City has requested that the MCRC grant it the authority to use the MCRC's right-of-way between 13<sup>th</sup> Street and County Road 577 in addition to its own to complete the proposed construction of 48<sup>th</sup> Avenue, formally known as "48<sup>th</sup> Avenue from 13<sup>th</sup> Street to County Road 577" ("Project"); and

WHEREAS, it is the intent of the parties hereto that the City and County shall each be responsible for 50% the local match requirements; watermain related work is non-participating as far as this agreement; and that the City and County shall be responsible for their own maintenance in their respective ROW after the construction is completed:

WHEREAS, the cities and county road commissions are authorized to enter into agreements and expend funds on highways, roads and streets under the jurisdiction and control of one of the contracting parties, MCL 247.662(14); 247.668D.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, it is agreed between the parties hereto:

#### 1. CONSENT

The MCRC consents to the project and grants control over the North ROW to the west boundary of the City limits and entire ROW to County Road 577 necessary for the construction of the Project.

## **2. MICHIGAN DEPARTMENT OF TRANSPORTATION AGREEMENT**

The City shall be the sole contracting party in any contract with MDOT or the Federal Highway Administration ("FHWA") regarding receipt and use of federal funding for the construction of the Project.

## **3. CITY'S DUTIES**

The City shall perform or cause to be performed, preliminary engineering, construction engineering and inspections, including approval of work invoices and provision of a civil engineer responsible for and in charge of the Project. The City shall assume the administration duties of coordinating approvals from MDOT, requesting reimbursement from MDOT, and receiving funds and other contract administrative duties as may be required. Any items of Project cost not reimbursed by Federal funds shall be assumed and paid by the City or share equally.

## **4. MCRC's DUTIES**

- A. The MCRC shall execute any additional documents, consistent with the term of this agreement, necessary to accomplish the intended purpose of this agreement.
- B. The MCRC and the City may have their own attorney review and revise as necessary this document at their own cost.

## **5. RESPONSIBILITY FOR COSTS**

Cost overruns will belong to either MCRC or the City depending on which ROW the overrun occurs for Non-reimbursable costs, non-reimbursable work and cost overruns or unanticipated costs, should they occur.

## **6. PLANS AND SPECIFICATIONS**

The plans and specifications shall comply with the applicable state and federal regulations.

## **7. COMPLIANCE WITH REGULATIONS AND LAWS**

- A. The City shall obtain all necessary permits, permissions and provide such notices as may be required for the Project and provide copies to the MCRC for its records.
- B. The City, in carrying out its duties pursuant to this Agreement, shall comply with, and shall require their contractors and consultants to comply with all applicable state, federal and local statutes and regulations, including environmental statutes and regulations.

## **8. MDOT SPECIFICATION APPLICABILITY**

Work performed, materials furnished, used and plans and specifications shall conform to the Michigan Department of Transportation Standard Specifications for Construction Special Provisions and Supplemental Specifications.

## **9. RESPONSIBILITY FOR MAINTENANCE**

The City and MCRC agree to perform, or cause to be performed, at their expense, respectively to ROW ownership, maintenance of 48<sup>th</sup> Avenue.

## 10. SCOPE OF AGREEMENT

- A. It is declared that the work to be performed under this Agreement is a governmental function. It is the intention of the parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of the governmental immunity, which the MCRC and the City possess prior to the execution of this Agreement.
- B. It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.
- C. The MCRC entered into this Agreement to authorize the City to have the authority and control over the Project to enable the City to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and the State of Michigan to undertake the Project.
- D. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents of any nature, or any inspections of work by the MCRC are done to assist the City in meeting program guidelines in order to qualify for available funds. The City and MCRC shall assume responsibility in their own ROW for such approvals, reviews, inspections and recommendations by both the City and MCRC in their respective ROW.
- E. This Agreement shall become binding on the parties upon signing by the authorized officials of the City and MCRC. This Agreement shall be binding on the successors and assigns of the parties.

## 11. NOTICES

Notices for the purpose set forth in this Agreement are to be delivered to the following persons:

BOARD OF COUNTY ROAD COMMISSIONERS  
FOR THE COUNTY OF MENOMINEE  
Attention: Darrell Cass  
W5416 Belgiumtown Rd No. 22  
Stephenson, MI 49887

CITY OF MENOMINEE  
Attention: Tony Graff  
2511 Tenth Street  
Menominee, MI 49858

## 12. FUNDING

- A. The City and MCRC represent and warrant both parties that it has sufficient funds available to pay its obligations under this Agreement. ~~vice-versa.~~
- B. The City and MCRC shall be responsible for 50% each of the local match requirements and Consultant fees associated construction oversight, documentation, inspection, and testing. ~~and other costs required for the Project.~~

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first above written.

**BOARD OF COUNTY ROAD COMMISSIONERS  
FOR THE COUNTY OF MENOMINEE**

---

**By: Anthony Kakuk**

**Its: Menominee County Board of Road Commissioners, Chair**

**CITY OF MENOMINEE**

---

**By: Tony Graff**

**Its: City Manager**





City of Menominee  
**City Council**  
Agenda Item

**TITLE: Taser 7**

Requesting Agency: Police

Meeting Date: March 15, 2021

Contact: Police Chief Brett Botbyl

Public Hearing:

Phone: 863-5568

Advertising Date:

Council District: Citywide

**Attachments:**

- A: Taser 7 Overview
- B: Taser Plans & Benefits
- C: Taser 5 year Quote/Plan
- D: DOJ Use of Force

**PURPOSE:** To discuss the transition to the Taser 7 model from our current Taser X-2 model.

**BACKGROUND:** Throughout the last year and keeping with our mission of Continuous Improvement we have been exploring the different avenues of less lethal forms of force when contacting subjects that are non-compliant due to a vast array of situations.

We have acquired less lethal forms of equipment and tactics and have met certain use-of-force requirements set forth by the U.S. Department of Justice and the Presidential Executive Order No. 13929 pertaining to the Use of Force and Safe Policing for Communities.

As we continue to look at the safety of our Officers and their equipment, we looked at our Tasers due to issues we were experiencing. According to Axon/TASER website, their less-lethal conducted electrical weapons (CEWs) protect life. They are the most studied less lethal use of force available to officers today, with over 800 published studies evaluating their safety and effectiveness. The conclusions of these studies are clear: public safety agencies and communities benefit from the implementation of TASER CEWs. They de-escalate intense situations and reduce the rate of injuries to civilians and officers — and as a result, agencies often save tax payer money and see a drop in worker's compensation claims after implementing a TASER CEW program.

Over the last 3 years we have had approximately 65 use of force incidents, many of which dealt with the use of a Taser device.

Our current inventory of Tasers consists of (7) Taser X2's with the majority out of warranty. The Axon Corporation whom produces the Taser has stated that they will eventually be discontinuing the Taser X2 and have produced its next generation Taser 7.

The Taser 7 has many improved features and benefits dealing with design and improved darts which fly faster and straighter, thus producing a higher success rate with higher penetration rate in loose or thicker clothing.

Axon also has incorporated a bundle program which is more advantageous with respect to warranty issues and training. This program includes all Tasers, warranties, batteries, training supplies as well as training for our Departmental Instructor to ensure all equipment is functioning properly. We are looking at the five year program with the Taser 7. (Axon)

**BUDGET IMPACT:** General Fund: 101-301-778 Equipment Line Item. The Axon Contract is a 5 year contract paid in bi-annual payments of \$2499.49 per payment.

This will be budgeted per year through the budget process.

**STAFF RECOMMENDATION / ACTION REQUESTED:** The Police Chief and Captain respectfully request that this program be approved

**COMMITTEE RECOMMENDATION / ACTION:** At a March 10, 2021 meeting, the Finance Committee made no recommended to City Council.

**COUNCIL RECOMMENDATION/ACTION REQUEST:** City Council approve transitioning to the Taser 7 model from the current Taser X-2 model and authorize the City Manager to execute the Axon contract for a total lease purchase price of \$24,994.90 with bi-annual payment of \$2,499.49 for a 5 year period.

# **/TASER 7 CQ**



## **CONFIDENCE IN CLOSE QUARTERS**

### **READY FOR CLOSE-RANGE ENCOUNTERS**

With a single laser and firing angle, the TASER 7 CQ is built exclusively for close quarters, where over 85% of all TASER deployments occur. The TASER 7 CQ offers you confidence in the field, with its 93% increased probe spread, straighter and faster darts with double the kinetic energy of prior models, and rapid arc technology for improved pulse rate. Plus, you'll save time with its dock and go workflow. Simply dock its battery to recharge, update firmware and upload firing logs.

### **FEATURES AND BENEFITS**

#### **/ CLOSE-RANGE DESIGN**

93% increased probe spread at close range (<12 feet), where 85% of deployments occur according to agency reports

#### **/ IMPROVED DARTS**

Darts fly faster and straighter with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles

[axon.com/TASER7cq](https://axon.com/TASER7cq)

**AXON**

### ✔ **ADAPTIVE CROSS-CONNECT**

Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects

### ✔ **INVENTORY MANAGEMENT**

Assign devices in seconds with the Axon Device Manager application, and manage inventory within Axon Evidence

### ✔ **DOCK-AND-WALK FUNCTIONALITY**

Firmware updates and weapon log downloads occur automatically after you dock the rechargeable battery

### ✔ **ENHANCED DATA MANAGEMENT**

Full integration into the Axon Evidence ecosystem, with redesigned pulse graphs and firing logs managed as evidence

### ✔ **PROGRAM FLEXIBILITY**

Enjoy the option to bundle cartridges and other accessories with your TASER 7 CQ to ensure budget certainty and equipment availability

## **TECHNICAL SPECIFICATIONS**

**WEATHER RESISTANT:** IP53 Ingress Protection MIL-STD-810G Test Method 510.6 (sand and dust), Method 506.6 (rain) IEC 60529

**HOUSING:** High Impact Polymer Operating Temperature: -4° F to 122° F [-20° C to 50° C]

**DROP TEST:** 5 Feet

**HUMIDITY:** 85% Relative, Non-condensing

**LASER:** One - Red Class 3

**ILLUMINATION:** 210 Lumen Light Emitting Diode (LED)

**WARRANTY:** 1 year from date of receipt

**SERVICE LIFE:** 5 years (Recommended)



***The Taser 7 Certification Bundle (The one we have the quote for and that is most preferable) OVER 5 YEARS***

7 Handles  
7 4 Year Warranties  
7 Rechargeable Batteries  
13 Holsters  
196 Training Cartridges  
140 Live Cartridges (Unlimited when fired in the field)  
28 Inert Simulation Cartridges  
My Training  
Axon License  
Halt Suit  
Target  
Dock

TOTAL: \$24,995

***TASER 7 OUTRIGHT COST, NO PLAN, 5 YEARS:***

7 Handles  
7 4 Year Warranties  
7 Rechargeable Batteries  
Dock  
All of the Above: \$12,000  
13 Holsters: \$1040  
196 Training Cartridges: \$7448  
140 Live Cartridges (Unlimited when fired in the field): \$5460  
28 Inert Simulation Cartridges : \$1372  
My Training: \$2500  
Axon License: \$2340  
Halt Suit: \$750  
Target: \$150

TOTAL: \$33,060

**\*NOTE:** Even if we reduce the required training and only shoot one cartridge a year instead of the six, we get with the above plan, skip the halt suit and target, don't get the E-licenses, and don't get any simulation cartridges, it will still be \$28,198.

**FOR TASER X2 (NOT TASER 7) OUTRIGHT FOR THE ABOVE 5 YEARS:**

7 Handles with warranty : \$8355  
35 Non Rechargeable Batteries (need one a year at least) \$2380  
13 Holsters: \$1040  
196 Training Cartridges: \$7448  
140 Live Cartridges (Unlimited when fired in the field): \$5460  
28 Inert Simulation Cartridges : \$1372  
My Training: \$2500  
Axon License: \$2340  
Halt Suit: \$750  
Target: \$150

TOTAL: \$31,795

**\*NOTE:** Even if we reduce the required training and only shoot one cartridge a year instead of the six, we get with the above plan, skip the halt suit and target, don't get the E-licenses, and don't get any simulation cartridges, use the holsters we have, it will still be \$25,768

If all of our Tasers stay in perfect working order (Because they are mostly out of warranty now) it would be \$17,413 if we did not have to buy any handles (But we know that will not be the case)

**BENEFITS OF THE TASER 7 VS THE X2:**

- Significantly better probe penetration and retention
- Two types of cartridges for close quarters and stand off's
- Dual Lasers that change positions with the cartridge type
- Cross connect between two probes
- Rechargeable Batteries
- Brighter Flashlight
- High visibility probe wires
- Faster and straighter probe flight
- Faster Reloads, and holsters that carry an extra set of cartridges
- No slack in the probe wires (easier for officers not to step on)
- Significantly faster pulse rate (Better NMI)

Rough translation is more reliable, more versatile, and more improved than the X2





Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

Q-273506-44130.895TH

Issued: 10/23/2020

Quote Expiration: 11/15/2020

Account Number: 324766

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Andrew Bunch  
Menominee City Police Department - MI  
2509 10TH ST.  
MENOMINEE, MI 49858  
US

**BILL TO**

Menominee City Police Department - MI  
2509 10TH ST.  
MENOMINEE, MI 49858  
US

**SALES REPRESENTATIVE**

Thomas Hair  
Phone: 4805156374  
Email: thair@axon.com  
Fax:

**PRIMARY CONTACT**

Andrew Bunch  
Phone: (906) 863-5568  
Email: abunch@menomineeml.gov

**Year 1: Part 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	7	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	7	0.00	0.00	0.00
<b>Hardware</b>						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		7	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		21	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		21	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		14	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		14	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		7	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		7	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		14	0.00	0.00	0.00

Q-273506-44130.895TH

## Year 1: Part 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		14	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		14	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		14	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		8	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		8	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	7	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	7	0.00	0.00	0.00



### Year 1: Part 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
Subtotal						2,499.49
Estimated Shipping						0.00
Estimated Tax						0.00
Total						2,499.49

### Year 1: Part 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

### Year 2: Part 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		14	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		14	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

## Year 2: Part 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

## Year 3: Part 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		14	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		14	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		14	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		14	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

## Year 3: Part 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

#### Year 4: Part 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		14	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		14	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

#### Year 4: Part 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

#### Year 5: Part 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		14	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		14	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
Subtotal						2,499.49
Estimated Tax						0.00
Total						2,499.49

Year 5: Part 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	6	7	360.00	357.07	2,499.49
					Subtotal	2,499.49
					Estimated Tax	0.00
					Total	2,499.49
Grand Total						24,994.90

## Discounts (USD)

Quote Expiration: 11/15/2020

List Amount	25,950.00
Discounts	955.10
<b>Total</b>	<b>24,994.90</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1: Part 1	2,499.49
Year 1: Part 2	2,499.49
Year 2: Part 1	2,499.49
Year 2: Part 2	2,499.49
Year 3: Part 1	2,499.49
Year 3: Part 2	2,499.49
Year 4: Part 1	2,499.49
Year 4: Part 2	2,499.49
Year 5: Part 1	2,499.49
Year 5: Part 2	2,499.49
<b>Grand Total</b>	<b>24,994.90</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Thomas Hair at [thair@axon.com](mailto:thair@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

***Axon Internal Use Only***		
		SFDC Contract#:
		Order Type:
		RMA#:
		Address Used:
		SO#:
Review 1	Review 2	
Comments:		



# MICHIGAN ASSOCIATION OF CHIEFS OF POLICE

3474 Alsiedon Pkwy, Ste 600 • Okemos, MI 48864

Phone: 517.349.9420

www.michiganpolicechiefs.org

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## EMERGENCY PLAN

Robert M. Bouchard  
Executive Director

Neal A. Rossow  
Director of Professional Development  
Accreditation Program Director

Michelle Burton  
Executive Assistant

Shannon Barnes  
Member At Large Communications Specialist

## DOJ Use-of-Force Policy Certification Letter

December 13, 2020

Department: Menominee Police Department

On behalf of the Michigan Association of Chiefs of Police, the **Menominee Police Department** meets certain eligibility requirements, set forth by the U.S. Department of Justice, for discretionary federal grants. The agency is qualified to receive federal grants for three years from the date of this letter.

Pursuant to Section 2 of the Presidential Executive Order on Safe Policing for Safe Communities, dated June 16, 2020, Executive Order No. 13929 (the "Executive Order on Safe Policing"), the U.S. Department of Justice's discretionary grant funding is only available to state, local, and university or college law enforcement agencies that have obtained (or are in the process of seeking) credentials certifying that they meet certain standards on use of force. The Executive Order on Safe Policing empowers the U.S. Attorney General to designate independent credentialing bodies — including the Michigan Association of Chiefs of Police — to certify that a law enforcement agency meets the conditions of eligibility for federal grants.

Following our review, we have determined that the **Menominee Police Department** meets the conditions for certification. Accordingly, the Michigan Association of Chiefs of Police will include your agency going forward within our database of certified law enforcement agencies. On or before January 1st each year, we will provide the name of each certified law enforcement agency to the U.S. Department of Justice. The certifications will be valid for a three-year period and will need to be renewed according to that schedule.

If you would like to discuss further, please do not hesitate to contact me either by email at [nrossow@michiganpolicechiefs.org](mailto:nrossow@michiganpolicechiefs.org) or by phone at 810-434-5920. Thanks very much.

Sincerely,

**Neal A. Rossow**  
Director of Professional Development  
Accreditation Program Director

