

**CITY OF MENOMINEE, MICHIGAN
MENOMINEE CITY COUNCIL
AGENDA FOR MONDAY, MARCH 20, 2023
HELD AT CITY HALL - 2511 10th STREET – 6 p.m.**

A) CALL THE MEETING TO ORDER.

B) PLEDGE OF ALLEGIANCE TO THE FLAG.

C) ROLL CALL.

D) APPROVAL OF MEETING AGENDA.

E) MINUTES OF PREVIOUS MEETINGS.

- 1) Regular meeting of February 21, 2023.

F) COMMUNICATIONS.

- 1)

G) PUBLIC HEARINGS.

H) PUBLIC COMMENT.

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

I) REPORTS OF OFFICERS.

- 1) Mayor Stegeman's Harbor & Industrial Commission re-appointments of Rick Estebo with his term to expire December 21, 2024, Mitch Hubert with his term to expire December 21, 2026 and Sue Mars with her term to expire August 2, 2024.
- 3) City Manager's report.

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

- 1) The Finance Committee regarding extending the current audit services contract.
- 2) The Finance Committee regarding RFPs for Cleaning Services from qualified vendors.
- 3) The Finance Committee regarding the Menominee County 800 MHz Agreement.
- 4) The Finance Committee regarding Coleman Engineering Company's proposal.
- 5) The Judicial and Legislative/Personnel and Labor Committee regarding revised job titles and job descriptions.
- 6) The Judicial and Legislative/Personnel and Labor Committee regarding the Sponsorship of Police Recruit.

K) MISCELLANEOUS.

L) MOTIONS AND RESOLUTIONS.

- 1) Resolution 2023-004 on bank & Morgan Stanley authorized signers.
- 2) Resolution 2023-005 on the May 2nd Special Election.

M) PUBLIC COMMENT.

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

N) ADJOURN.

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



**CITY OF MENOMINEE, MICHIGAN
REGULAR COUNCIL PROCEEDINGS
FEBRUARY 21, 2023**

A regular meeting of the Menominee City Council, City of Menominee, County of Menominee, State of Michigan, was held on Tuesday February 21, 2023 in the Municipal Complex Council Chambers.

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

PRESENT: Council Members DeDamos, Dulak, Jones, Klitzke, Marineau, Nutter, Plemel,
and Mayor Stegeman

ABSENT: None

PRESENT: 8 ABSENT: 0

A motion was made by Council Member Jones and seconded by Council Member Klitzke to add as item number 2 under Communications, the request of help from the DPW department from the class of 2023 and approve the amended agenda for the meeting dated February 21, 2023. This motion was carried unanimously.

A motion was made by Council Member Jones and seconded by Council Member Klitzke to approve the minutes of the regular meeting of January 16, 2023 as presented. This motion was carried unanimously.

COMMUNICATIONS:

Council Member Nutter gave a presentation in regards to a possible Waterfront Festival.

Council discussed the request of having the DPW department hang banners from light poles with the pictures of the graduating seniors from the class of 2023.

PUBLIC COMMENT:

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

No public comment was heard.

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

REPORTS OF OFFICERS:

Mayor Stegeman presented the "2022 State of the City" Address as follows:

"2022 STATE OF THE CITY ADDRESS"

"2022 STATE OF THE CITY ADDRESS Good Evening. Once again, it is my honor as Mayor of the City of Menominee, to deliver to you this evening, the State of the City Address.

As expected, every year brings developments of significance to the City. During the past year we had quite a few impactful changes in personnel. The former Chief of Police is now our City Manager and is skillfully navigating the profusion of issues with which we are confronted. Our police department is now under the leadership of Chief Justin Hofer. Mr. Todd Rye has taken on the duties of the Building Inspector, replacing Derek Schultz. After careful consideration, the Engineer/DPW position was split and Mr. Mike Krah is now the Director of the Department of Public Works. DPW employee Dave Haglund has retired after a long career in Menominee. Worthy of note, although not during the last calendar year, are the retirements of our valuable Assessor, Peg Bastien, after a 30 year career with the City of Menominee. Tonight, I anticipate the Council voting in favor of Mr. Botbyl's choice for her replacement, Ms. Nicole Linder. This council meeting marks the last for Susan Johnson, who will be retiring at the end of this month, also after 30 years of employment with the City. Ms. Sandy Bayerl, coming to us after a long period of service at Spies Public Library, will assume that position. Our cashier, Laura Copeland, who has served the City for 26 years with excellent customer service skills, will retire in April. Lastly, Nancy Douglas has decided to retire from her position on the Menominee Business Development Corporation; although I believe it could be more accurately described as a scaling back as she will continue to assist the City on various projects. On behalf of the City, I would like to thank our retirees for their hard work and dedication and wish them many years of good health and leisure in retirement. Also, I wish that everyone who has assumed a new position is successful and that they feel supported by this Council.

The City received a clean audit from the firm of Gabridge and Associates and during the presentation, CPA Joe Verlin again had high praise for Kathy Brofka and her team. We do not take for granted the professionalism, accuracy, and resourcefulness of our Clerk-Treasurer and her department.

The unassigned fund balance decreased by \$180,560 this past year to a total of \$2,246,046. The fund would have remained more stable had there not been an unbudgeted purchase of land on 56th Avenue in the amount of \$241,611. I might remind you, for the record, the decision to make this purchase was contentious and was not unanimous. We received the other half of the ARPA funds from the COVID event, in the amount of \$421,000 and these funds can be used to cover revenue losses. This greatly reduced the impact on our unassigned fund balance. Our assigned fund balance stands at \$550, 664.

Over the last fiscal year, our capital expenditures, excluding roads, totaled \$314,000. These purchases included three Tahoes for the PD, one of which was purchased with donated funds. We installed doors at City Hall that were ADA compliant. A new pickup truck was purchased for the Rec Department as well as improvements made at River Park Campground. The initial engineering costs were completed for the future improvement of the Riverside Cemetery access road and a new trailer was purchased for the cemetery. Approximately \$37,000 was spent on alley improvements as well. In an attempt to generate interest in the remaining Circle Lane lots, we spent nearly \$8,000 to make development of the lots more obvious to a prospective builder.

The City was fortunate in receiving generous donations in addition to the aforementioned Chevy Tahoe for the Police Department. This was a dedicated K-9 donation; we also received K-9 donations in excess of \$24,000 which more than offset the program expenditures of \$3,600. Other donations to the City include the Henes Foundation award in the amount of \$46,000 for picnic tables, grills, a wishing well pump, trash can holder, and a lawnmower. We received pass through donations for a number of repairs to the North Pier Light Station and to the Marina Bandshell. We also received donations toward our annual 4th of July celebration in the amount of 19,000. Menominee is fortunate to have citizens who have both the means and the desire to better our community.

As planned, the road construction project to use our remaining millage funds, which was awarded to Barley Construction, took place over the better part of the summer and fall. This was a six million dollar undertaking, financed by our remaining millage funds and a loan from the State Revolving Loan Fund. To date, \$4,252,000 has been spent. The remainder of the work to be finished, primarily trees in the tree lawns, has a completion goal of July, 2023. As part of this process, we will place trees in those areas that least interfere with the service connections and choose species with root systems that will not result in the cutting of mature trees when future work needs to be done. We continue to meet the (unfunded) State of Michigan mandate for replacement of lead service lines, which is a direct result of the Flint water crisis, both in the area of this project and throughout the City. There was additional road construction on 13th St from 10th Ave to 26th Avenue at a cost to the City of \$122,176.

Upkeep of our roads is an ongoing concern but not our only area of concern. Menominee continues to experience flat revenues and increased expenses, such as the fuel surcharge for the removal of solid waste. Proposition A keeps us from being taxed out of our homes, especially for those on a fixed income, but if enough property does not become uncapped via a sale, we find ourselves with a stagnant revenue stream. Obviously we cannot continually operate at a deficit. The enormous investment in the development of the former K-mart property, the development of the marijuana establishments, and new construction will all help but none of these are an immediate solution.

There are some in the community, a vocal few, who think that marijuana establishments would be an instant cure for all of our problems and that the City is just dragging its feet. I addressed this last year and I will address it again: The City of Menominee is not to blame for the lack of progress in this area and it will not be a revenue windfall regardless. Our process was sound and rulings have supported us. We await one final ruling and, based on other cases similar to ours, that, too, will fall in our favor. The lawsuits that slowed progress were brought by those who did not score high enough to obtain a license, period. They were, in my opinion, a nuisance aimed at getting what they wanted and were legally denied by our ordinance. We await Judge Barglund's ruling, which should come shortly.

I also noted this last year and it bears repeating: In an ideal world, our revenues would always exceed expenses and the City could take on capital expenditures that keep services intact, make improvements, hire and retain employees, and maintain an appropriate level of savings. We need to develop a schedule for crack-sealing our roads, we need to replace aging equipment, and we need a tree replacement program. We have a manpower shortfall, especially in the PD and DPW. We cannot ignore necessary repair and replacement of depreciating assets, reduce services or employees, nor can we drag down our

savings to a dangerous level. The bottom line is that our revenues are flat, our expenses are increasing, now by an inflation rate that we have not seen in decades. This problem is not unique to Menominee; many smaller communities in Michigan struggle with the same issues. That being said, I feel that the day-to-day running of the City is in the best hands that we have had in more than a decade. I would also like to remind our residents that here at City Hall and across Menominee, we have dedicated staff and employees who strive for continuous improvement with little recognition for the jobs that they do. Infrastructure Alternatives, operators of our water and wastewater services, continues to ensure that we have the best, safest drinking water available. We have many citizens, including our young people, who unselfishly give of their time to serve on boards, on commissions, in service groups, in nonprofit organizations, and on fundraising teams.

Although there is not a clever segue to this topic, I would be remiss if I didn't highlight the significant event occurring last fall. In October, a fire at the KK Integrated Logistics warehouses burned for 16 days. Fire departments from two states and from as far away as the lower peninsula were deployed to battle the blaze. Departments from Appleton and Green Bay gave their support. The leadership and coordination during this event was exemplary. The fire was confined to the warehouses and our river was protected from runoff but the possibility for greater disaster was averted by a shift in the wind and skill of the firefighters. Thankfully, no one was injured but the property losses were enormous. The Kubers have vowed to rebuild and those efforts are underway. This fire attracted national attention and will be equally significant to Menominee's history as the great Wells Lumber Company fire of 1931.

In closing, I would like to stress, as I have for the last twelve consecutive years, that I believe in this community. Our goal is the greater good of Menominee and we can move ourselves forward using our collective leadership abilities; we can become more innovative in our approach. We can adjust to conditions, seek out and take advantage of new opportunities, make decisions in a cost-effective manner, and work as a team. We can utilize all available tools to improve our City and in doing so achieve greater progress and prosperity for Menominee, where the Best of Michigan Begins.

Thank you."

Mayor Stegeman submitted, for confirmation, the following appointments, and reappointments:

- Kristin Ferguson to the Board of Review with her term to expire December 31, 2024.
- Mark Palmquist to the Board of Review with his term to expire December 31, 2024.
- Kris Rusch to the Board of Review with his term to expire December 31, 2024.
- Elizabeth Pletcher to the Board of Review, as an alternate, with her term to expire February 20, 2024.
- Art Landenberger to the Board of Review, as an alternate, with his term to expire February 20, 2024.

A motion was made by Council Member Jones and seconded by Council Member Klitzke to confirm the appointments and reappointments. This motion was carried unanimously.

A report was heard from City Manager Bothyl.

COMMITTEE REPORT:

At a February 9, 2023 meeting, the Water and Wastewater Utility Board discussed the Drinking Water Asset Management (DWAM) grant award through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) in the amount of \$505,010 with the funds to be mainly utilized to comply with EGLE's mandatory Distribution System Materials Inventory verification requirement, and they recommend to City Council that Council accept the grant award and that the City Manager be authorized to execute the associated paperwork.

WATER AND WASTEWATER UTILITY BOARD

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

COMMITTEE REPORT:

At a February 16, 2023 meeting, the Judicial and Legislative/ Personnel and Labor Committee discussed assessing services and they recommended to City Council that Council confirm the appointment of Nicole (Nikki) Linder as City Assessor effective February 23, 2023, starting at \$60,000 per year, that the residency requirement be waived for this employee, and that she be given five years' service credit for vacation and sick leave purposes only.

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

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

AYES: Council Members Jones, Dulak, Klitzke, Marineau, Nutter, Plemel, Mayor Stegeman and Council Member DeDamos

NAYS: None

This motion was carried unanimously.

COMMITTEE REPORT:

At a February 16, 2023 meeting, the Public Safety/Public Works Committee discussed the request from Tom Everard dba Dexter's to close a portion of 8th Street from 10th Avenue north approximately 123' feet to temporarily have added space with outdoor seating on weekends beginning May 1st through November 1st including Monday on holiday weekends (Memorial Day, 4th of July, and Labor Day) and the entire month of August and they recommend to City Council that Council approve the request.

PUBLIC SAFETY/PUBLIC WORKS COMMITTEE

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

BOARD RECOMMENDATION:

At a February 16, 2023 meeting, the Public Safety/Public Works Committee discussed the request from Christ Evangelical Church to close a portion of 11th Avenue from 6th Street to 7th Street to temporarily have added space for their 150-year Anniversary Celebration event on June 4, 2023 between the hours of 6:00 a.m. and 6:00 p.m. and they recommend to City Council that Council approve the request.

PUBLIC SAFETY/PUBLIC WORKS COMMITTEE

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

MISCELLANEOUS:

INTRODUCTION OF FOURTH WARD COUNCIL MEMBER CANDIDATES

Ms. Mannisto and Mr. Robinson introduced themselves and answered questions from Council Members and the Mayor.

SELECTION OF FOURTH WARD COUNCIL MEMBER

The vote was taken one time with the tally reflecting Mr. Robinson receiving six votes and Ms. Mannisto receiving two votes.

Doug Robinson was declared the new Fourth Ward Council Member.

MOTIONS AND RESOLUTIONS:

**LOCAL GOVERNING BODY RESOLUTION
FOR CHARITABLE GAMING LICENSES**

At a regular meeting of the Menominee City Council called to order by Mayor Jean Stegeman on February 21, 2023 at 6 o'clock p.m. the following resolution was offered:

Moved by Council Member Jones and seconded by Council Member Nutter that the request from Menominee Youth Football of Menominee County, asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for approval.

A motion was made by Council Member Jones and seconded by Council Member Nutter to adopt this resolution. This motion was carried unanimously.

PUBLIC COMMENT:

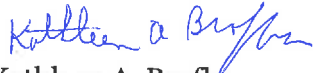
Mayor Stegeman opened the public comment session.

Comments were heard by Cheryl Haupt and Gail Wright.

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

ADJOURN:

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


Kathleen A. Brofka

COMMITTEE REPORT:

At a March 15, 2023 meeting, the Finance Committee discussed the need for audit services for fiscal years ending June 30, 2023, June 30, 2024 and June 30, 2025 and they recommend to City Council that Council approve the City Manager and Clerk/Treasurer's request to waive the bid process and approve the three-year audit contract extension with Gabridge and Company at a cost not to exceed \$27,000, \$28,000 and \$29,000 with an additional \$4,000 fee for any year a single audit is required.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	DEDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Audit Contract

Requesting Agency:	City Manager/Clerk/Treasurer	Meeting Date:	March 20, 2023
Contact:	Brett Botbyl/Kathy Brofka	Public Hearing:	NA
Phone:	863-1747 / 863-1746	Advertising Date:	NA
		Council District:	Citywide
Attachments:	Audit Proposal from Gabridge & Co.		

PURPOSE:

Request that the City Council approve the waiving of the bid requirements and approve Gabridge & Co. for an additional three-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 an additional three-year contract extension with Gabridge & Co. for the audits of the fiscal years ended 2023, 2024, and 2025.

The proposal by Gabridge & Co. for the contract extension is as follows:

FY ending 2023:	\$27,000 not to exceed
FY ending 2024:	\$28,000 not to exceed
FY ending 2025:	\$29,000 not to exceed

Note: If a single audit is required, there will be an increase of an additional \$4000.00.
For FY 2023 a single audit is required.

BUDGET IMPACT:

The audit contract is included in the annual budget.

STAFF RECOMMENDATION / ACTION REQUESTED:

The City Manager and Clerk/Treasurer request that the Finance Committee recommends to City Council that Council approve waiving the bid process and approve a three-year contract extension.

COMMITTEE RECOMMENDATION / ACTION:

At a March 15, 2023 meeting, the Finance Committee recommends to City Council that Council approve the City Manager and Clerk/Treasurer's request to waive the bid process and approve the three-year audit contract extension with Gabridge & Company at a cost not to exceed \$27,00, \$28,000 and \$29,000 with an additional \$4,000 fee for any year a single audit is required.

A PROPOSAL FOR FINANCIAL AUDIT SERVICES

For the Years Ending June 30, 2023 - 2025

City of Menominee

Submitted by

GABRIDGE & CO.
WEALTH ADVISORS / CERTIFIED PUBLIC ACCOUNTANTS / CONSULTANTS

Joe Verlin, CPA, CGFM
3940 Peninsular Drive SE, Suite 200
Grand Rapids, MI 49546
Ph | (616) 328-6275
JVerlin@Gabridgeco.com

March 3, 2023

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Audit Scope

Gabridge & Company, PLC will audit and provide an opinion on the City of Menominee's (the "City") basic financial statements, including the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information.

The auditing procedures will be performed and the report will be prepared in accordance with Generally Accepted Auditing Standards, as promulgated by the American Institute of Certified Public Accountants (AICPA); the AICPA Audits of State and Local Government Units audit and accounting guide; the OMB Uniform Guidance; the Single Audit Act Amendments of 1996; and the Government Auditing Standards, published by the U.S. General Accounting Office.

Gabridge & Company, PLC guarantees access to the working papers for a minimum of seven years. All data, files & reports will be safeguarded by Gabridge & Company, PLC. The following reports will be submitted to the City:

- Independent Certified Public Accountant report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles in the United States and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
- Independent Certified Public Accountant report on internal control over financial reporting in accordance with Government Auditing Standards and test its compliance of laws, regulations, contracts and grants.
- Independent Certified Public Accountant report on the Schedule of Expenditures of Federal Awards (if applicable) and a report on Compliance and Internal Control over Financial Reporting in accordance with auditing standards generally accepted in the United States of America, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and as required by OMB Uniform Guidance, Audits of State and Local Governments (if applicable - Single Audit).
- Management letter, covering internal control and recommendations.

All final copies of the City financial statement audit and related reports will be provided to the City in accordance with your schedule. Included with the audit will be the Management Representation Letter, a report on all audit adjustments (and backup documents), fixed asset depreciation lapse schedules, and year end proposed adjusting journal entries (if applicable). Gabridge & Company will upload the audit report to the Michigan Department of Treasury and Federal Audit Clearinghouse (if applicable). Lastly, a .pdf of the audit will be forwarded to the City.

Authorized Contact

Joe Verlin, CPA, CGFM

Principal in Charge - Audit Services
3940 Peninsular Drive SE, Suite 200
Grand Rapids, MI 49546
Ph | (616) 328-6275

We warrant that Joe Verlin is authorized to bind Gabridge & Company, PLC to the terms set forth in this proposal.

Proposed Audit Fees

CITY OF MENOMINEE Proposed Audit Fees

For the Period Ending June 30, 2023

PRELIMINARY		Planning Hours	Field Work Hours	Report Prep Hours	Total Hours	Hourly Rate	Fee
	Partner in charge	4	-	-	4	\$ 280	\$ 1,120
	Senior Staff	24	-	-	24	120	2,880
Total		28	-	-	28		\$ 4,000
FINAL		Planning Hours	Field Work Hours	Report Prep Hours	Total Hours	Hourly Rate	* Fee
	Partner in charge	-	-	8	8	\$ 280	\$ 2,240
	Audit Manager	-	40	8	48	195	9,360
	Senior Staff	-	80	40	120	120	14,400
Total		-	120	56	176		\$ 26,000
DISCOUNT (10%)							\$ (3,000)
TOTALS		28	120	56	204		\$ 27,000

Year Ending June 30, 2023 \$ 27,000 - Not to exceed

Year Ending June 30, 2024 \$ 28,000 - Not to exceed

Year Ending June 30, 2025 \$ 29,000 - Not to exceed

* Notes regarding the proposed fees are as follows:

- Fee would increase by \$4,000 for any year(s) requiring a federal single audit report.
- Fee includes a 10% discount as the City has a June 30 fiscal year end which coincides with our relatively slower audit season. We have offered this substantial discount to show our commitment to the City!

Firm Qualifications and Experience

Gabridge & Company currently has over 270 governmental and non-profit audit clients throughout the State of Michigan. We also have 30 employees, including fifteen full-time governmental audit professionals. Gabridge & Company actively recruits prospective governmental audit staff members by seeking only individuals who are committed to serving our clients with integrity; while also being committed to becoming industry experts and providing proactive customer service. Gabridge & Company has offices located in Traverse City, Sturgis, Three Rivers, and Grand Rapids. Gabridge & Company will assign only accountants with extensive governmental experience to the audit of the City, including a principal in charge and an independent review principal. Joe Verlin (Principal in Charge of Audit Services) will be assigned full-time to the audit and will remain the primary contact for the City for the duration of the engagement term(s). Gabridge & Company is a member of the Michigan Association of Certified Public Accountants, the American Institute of Certified Public Accountants, the Governmental Audit Quality Center, the Michigan Municipal League and the Michigan Local Government Association.

Gabridge & Company is dedicated to serving municipal clients. We offer newsletters, webinars, and conferences at no charge to provide our clients with timely updates and best practices for the rapidly changing governmental financial regulations. We advise our clients before, during, and after the audit – and strive to be much more than what you would expect from your auditor.

Our firm has not been involved with any state or federal desk reviews or field reviews of its audits. Additionally, our firm has not been involved with any disciplinary action taken by state regulatory bodies or professional organizations. Our firm will also follow the American Institute of Certified Public Accountants "Interpretation 501-3, Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits." Our firm will not subcontract any of the auditing services included in this proposal.

Our proposal will remain valid for 120 days past the deadline for submittal.

We warrant that all information provided in connection with this proposal is true and accurate to the best of our knowledge.

Team Qualifications and Experience

PRINCIPALS

Joseph Verlin, CPA, CGFM
Principal in Charge - Audit Services

Education

BA, Accounting
Ferris State University

Memberships

American Institute of Certified Public Accountants (AICPA)
Michigan Association of Certified Public Accountants (MICPA)
Michigan Municipal League
Michigan Local Government Management Association
AICPA Governmental Audit Quality Center
Association of Government Accountants (AGA)
Government Finance Officers Association (GFOA)

Committees

Co-Chair: MICPA Governmental Accounting and Auditing Task Force
President: West Michigan Chapter of the Association of Governmental Accountants

Recent Speaking Engagements

MICPA sponsored governmental auditing conferences
Internal Controls for Local Units of Government
Improving Audit Timelines
Implementing GASB 54, 63 & 65
Single Audit Update
Preventing Fraud, Waste and Abuse
AGA sponsored governmental accounting event
Implementing GASB 63 and 65

Joe will serve as the engagement principal with responsibility for planning and technical execution of all of Gabridge & Company's services. Joe will ensure appropriate levels of staffing for your engagement, monitor your satisfaction, and manage regular communication with your executive leadership and Audit Committee. Joe currently serves as the engagement executive or independent review partner on over 75 of our firm's audit clients.

Joe is certified to practice public accounting in Michigan. Joe is also a **Certified Government Financial Manager** (CGFM), has earned the **Advanced Single Audit certification** from the AICPA, and is a member of the Government Finance Officers Association's (GFOA) Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program.

Kevyn Kozumplik, CPA, CGFM
Independent Reviewer

Education

BA, Accounting
Central Michigan University

Memberships

American Institute of Certified Public Accountants (AICPA)
Michigan Association of Certified Public Accountants (MICPA)
Association of Government Accountants (AGA)

Professional History

- Over five years of governmental accounting and auditing experience in public accounting
- Serves local units of government and non-profit organizations
- Specializes entirely in governmental and non-profit audit

Kevyn is certified to practice public accounting in Michigan. Kevyn is also a Certified Government Financial Manager (CGFM) who specializes in audits of local governments and non-profits.

AUDIT TEAM MEMBERS

Robert J. Klein

Robert provides valued support in the role of senior auditor. He is in the field routinely performing audit services. Robert serves in a similar role on a significant number of other governmental audits.

Education

BA, Accounting
Eastern Michigan University

Memberships

Michigan Association of Certified Public Accountants (MICPA)
AICPA Governmental Audit Quality Center

Professional History

- Over 16 years of public accounting experience with David E Wilson, CPA, which merged with Gabridge & Company, PLC in July 2010
- Serves local units of government, non-profit organizations, and privately held businesses

Lauren Wenneman, CPA

Lauren provides valued support in the role of senior auditor. He is in the field routinely performing audit services. Lauren serves in a similar role on a significant number of other governmental audits.

Education

Bachelor of Science in Public Accountancy
Michigan State University

Memberships

Michigan Association of Certified Public Accountants (MICPA)
AICPA Governmental Audit Quality Center

Professional History

- Three years of public accounting experience with Gabridge & Company, PLC
- Serves local units of government and non-profit organizations
- Specializes entirely in governmental and non-profit audit

Andrew Wilcoxon, CPA

Andrew provides valued support in the role of staff auditor. He is in the field routinely performing audit services. Andrew serves in a similar role on a significant number of other governmental audits.

Education

Bachelor of Science in Public Accountancy
Grand Valley State University

Memberships

Michigan Association of Certified Public Accountants (MICPA)
AICPA Governmental Audit Quality Center

Professional History

- Over three years of public accounting experience
- Serves local units of government and non-profit organizations
- Specializes entirely in governmental and non-profit audit

Matt Holland

Matt provides valued support in the role of senior auditor. He is in the field routinely performing audit services. Matt serves in a similar role on a significant number of other governmental audits.

Education

Bachelor of Science in Public Accountancy
Calvin College, Grand Rapids, MI

Memberships

Michigan Association of Certified Public Accountants (MICPA)
AICPA Governmental Audit Quality Center

Professional History

- Eight years of public accounting experience with Gabridge & Company, PLC
- Serves local units of government and non-profit organizations
- Specializes entirely in governmental and non-profit audit

Other Services

Gabridge & Company, PLC is able to provide consulting services to its clients throughout the year **at no additional charge**. We feel that it is important to interact with our clients throughout the year, especially with the rapidly changing governmental accounting pronouncements. We find that these proactive discussions will ultimately reduce the upcoming audit workload for both our firm, and more importantly, the staff of the City. Joe Verlin will be your primary contact throughout the year to ensure continuity.

Our consulting services include (but are not limited to); assistance with BS&A, budgeting, general accounting questions, human resource consulting, financial reporting, internal control, grant compliance, implementation and assistance to the City with any new accounting principles required by GASB, or as required by State or Federal Law, etc. Our customer service policy allows us to handle our audit clients informal questions and consultations throughout the year without additional billings, unless the scope of the consultation becomes a project in nature. In these cases, our consulting projects will be documented in an engagement letter that will set forth the timing, scope and related fees.

Licensed to Practice in Michigan

Gabridge & Company is a CPA firm actively registered to practice public accounting in the State of Michigan. Also, all assigned CPA's from Gabridge & Company are properly registered and licensed to practice in public accounting in Michigan.

Independence and Conflict of Interest

Gabridge & Company, PLC is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards (2018 revision). Gabridge & Company is also independent of all component units of the City, as defined by the aforementioned standards. Gabridge & Company has had no professional relationships involving the City or any of its agencies, component units or primary governments during the past five years that would impair independence. Lastly, Gabridge & Company will give the City written notice of any professional relationship entered into with the City, or any of its agencies, component units or primary governments during the period of this agreement.

We warrant that no work included within this proposal will be subcontracted by Gabridge & Company, PLC.

Similar Engagements

Following is a list of similar engagements with other governmental entities in the State of Michigan:

City of Flushing

Scope of Work – Governmental Financial Audit
Principal in Charge – Joe Verlin
Contact – Kim Lynch, City Treasurer
Phone – (810) 659.3130

City of Boyne City

Scope of Work – Governmental Financial Audit and GFOA Submission
Principal in Charge – Joe Verlin
Contact – Michael Cain, City Manager
Phone – (231) 582.0334

City of Cheboygan

Scope of Work – Governmental Financial Audit
Principal in Charge – Joe Verlin
Contact – Bridget Brown, City Clerk / Treasurer
Phone – (231) 627.9931

Further references are available upon request.

Following is a list of all Michigan governmental and nonprofit clients for which our firm has performed an audit for during the past five years:

Townships

Township of Adams
 Township of Algonsee
 Township of Allegan
 Township of Arcadia
 Township of Bear Lake
 Township of Beaver Creek
 Township of Bedford
 Township of Bingham
 Township of Blue Lake
 Township of Boyne Valley
 Township of California
 Township of Centerville
 Township of Cheshire
 Township of Constantine
 Township of Covert
 Township of Detour
 Township of Drummond Island
 Township of Evangeline
 Township of Everett
 Township of Fawn River
 Township of Florence
 Township of Garfield
 Township of Gilmore
 Township of Grattan
 Township of Hagar
 Township of Hartford
 Township of Holton
 Township of Howell
 Township of Ingham
 Township of Inverness
 Township of Kasson
 Township of LaGrange
 Township of Leonidas
 Township of Manistee
 Township of Melrose
 Township of Mottville
 Township of Mullett
 Township of Nottawa
 Township of Otisco
 Township of Pentwater
 Township of Pleasanton
 Township of Raber
 Township of Salem
 Township of Sherman
 Township of Stronach
 Township of Sturgis
 Township of Thomas
 Township of Tuscarora
 Township of Tyrone
 Township of Union
 Township of Vevay
 Township of Whitefish
 Township of Wilson

Villages

Village of Ashley
 Village of Bellevue
 Village of Benzonia
 Village of Beulah
 Village of Burr Oak
 Village of Calumet
 Village of Colon
 Village of Constantine
 Village of Decatur
 Village of Detour
 Village of Eastlake
 Village of Elk Rapids
 Village of Empire
 Village of Fowler
 Village of Honor
 Village of Lyons
 Village of Maple Rapids
 Village of Mendon
 Village of Morrice
 Village of Mulr
 Village of Ontonagon
 Village of Oxford
 Village of Perrinton
 Village of Pewamo
 Village of Romeo
 Village of Thompsonville
 Village of Turner
 Village of Webberville
 Village of White Pigeon

Cities

City of Auburn
 City of Boyne City
 City of Bridgman
 City of Bronson
 City of Cadillac
 City of Cheboygan
 City of Fushing
 City of Hillsdale
 City of Hudsonville
 City of Laingsburg
 City of Litchfield
 City of Marshall
 City of Menominee
 City of Milan
 City of New Baltimore
 City of New Buffalo
 City of Olivet
 City of Owosso
 City of Reading
 City of Springfield
 City of Sturgis
 City of White Cloud

Other

Alger Conservation District
 Barry County Transit
 Bear Lake Improvement Board
 Branch Area Transit Authority
 Bronson Area Fire Association
 Calhoun County Cons. Dispatch Authority
 Cass County Conservation District
 Cass County Transit Authority
 CCE Central Dispatch Authority
 Cedar Area Fire and Rescue
 Central Upper Peninsula Planning and Dev. Com.
 Coloma City-Charter Township of Coloma Cem.
 Colon Fire and Rescue
 Delta Area Transit
 Fife Lake Area Utility Authority
 Firekeepers Local Revenue Sharing Board
 Iron Baraga Conservation District
 Jordan Valley Emergency Med. Svcs. Auth.
 Kalamazoo Conservation District
 Kalamazoo River Watershed Council
 Kent County Conservation District
 Lake Leelanau Lake Association
 Ludington Mass Transit Authority
 Manistee 9-1-1 Authority
 Manistee-Blacker Airport Authority
 Marshall Area Fire Fighters Ambulance Authority
 Mason-Oceana 9-1-1
 Match-E-Be-Nash-She-Wish Rev. Shg. Board
 Mendon Downtown Development Authority
 Michigan Native American Heritage Fund Board
 Mid-Michigan Area Cable Comm. Consortium
 Muskegon Conservation District
 Newaygo County Area Promise Zone Authority
 North Berrien Fire Rescue Board
 Oceana County Medical Care Facility
 Owosso Downtown Development Authority
 Pokagon Band Local Revenue Sharing Board
 Portland Area Fire Authority
 Schoolcraft County Transit
 St. Joseph Conservation District
 St. Joseph County Transportation Authority
 Straits Regional Ride
 Sturgis Downtown Development Authority
 Thornapple Manor
 VanBuren Conservation District
 Washtenaw County Conservation District
 West Michigan Regional Planning Commission
 Western U.P. Planning & Development Commission
 White Cloud-Sherman Utilities Authority
 White Lake Ambulance Authority
 White Pigeon Sanitary System

Continued...

Counties

Allegan County
Barry County
Cheboygan County
Crawford County
Emmet County
Gogebic County
Manistee County
Missaukee County
Montcalm County
Oceana County
St. Joseph County
Tuscola County

Nonprofits

Another Way Pregnancy Center
Alano Club of Kent County
Association of Legal Writing Directors
Big Brothers Big Sisters
Choices of Manistee County
Clinton Gratiot Habitat for Humanity
Communities in Schools of MI
Community Action of Allegan County
Habitat for Humanity of St. Joseph
Marshall Area Economic Dev. Alliance
MI Association of Conservation Districts
Real Life Living Service
Senior Services of Van Buren County
Siren / Eaton Shelter
St. Joseph County Grange Fair
St. Joseph County United Way
Staircase Youth Services
Sturgis Community Foundation
The Ridge Project

Charter Townships

Charter Township of Breitung
Charter Township of Coloma
Charter Township of Gun Plain
Charter Township of Lowell
Charter Township of Marquette
Charter Township of Muskegon
Charter Township of Niles
Charter Township of Oscoda

Schools

Arbor Academy
Augusta Academy
Bessemer Area Schools
Caledonia Community Schools
Colon Community Schools
Columbia School District
Constantine Public Schools
Delton Kellogg Schools
Evergreen Academy
Forest Academy
Gladstone Area Schools
Grass Lake Community Schools
Manistee Area Public Schools
Marcellus Community Schools
Mendon Community Schools
Michigan Center School District
North Adams-Jerome Public Schools
Nottawa Community Schools
St. Joseph County ISD
The Children's House
Waldron Area Schools
White Pigeon Community Schools
William C. Abney Academy
Woodland School

Libraries

Albion District Library
Brandon Township Public Library
Briggs District Library
Cheboygan Area Public Library
Clarkston Independence District Library
Coopersville Area District Library
Crooked Tree District Library
Eaton Rapids Area District Library
Eau Claire District Library
Femdale Area District Library
Fraser Public Library
Freemont Area District Library
Galesburg-Charleston District Library
Galen Township District Library
Grant Area District Library
Grosse Pointe Public Library
Hartford Library
Kalamazoo Public Library
Lakeland Library Cooperative
Manistee County Library
Maple Rapids Public Library
Marshall District Library
Newaygo Area District Library
Nottawa Township Library
Otsego District Library
Parchment Community Library
Salem South Lyon District Library
Sturgis District Library
Watervliet District Library
White Cloud Community Library
White Pigeon Township Library

Continuing Education and External Quality Control Review

Continuing Education

Gabridge & Company, PLC and its professional staff members meet all continuing education and external quality control requirements as stated in the U.S. General Accounting Office's Government Auditing Standards (2018 revision).

External Quality Control Review

Included with this proposal is Gabridge & Company's most recent external quality control review (peer review) for which government engagements were included. The peer review is for the period ended June 30, 2021. Our firm continues to meet the external quality control review requirements by actively monitoring our staff member's continuing education and training (through frequent staff meetings, attending pertinent governmental conferences, and self-study courses focused on governmental accounting and auditing), participating in governmental associations, and internal inspections of audit files by partners not involved with the audit.

Quality Control Procedures

Some examples of our quality control procedures include:

- Draft versions of audit reports are reviewed by an Independent review principal who was not involved with the audit.
- Our audit teams are trained prior to their arrival for fieldwork to ensure audit efficiency and that you will not need to "train the auditor".
- An audit manager or the principal in charge of the audit will be on-site at all times during fieldwork to ensure that a properly trained decision-maker will be available throughout fieldwork.
- The principal in charge of each audit reviews the audit report and related letters with the client prior to finalizing.

Specific Audit Approach

Our goal is to provide a thorough and quality audit with as little disruption to our clients as possible. We achieve this by emphasizing planning procedures and having audit team members who specialize in governmental audit. For example, prior to our arrival for fieldwork, we will already have a working set of financial statements loaded into our proprietary software and will have identified the audit areas that we feel need to be emphasized in the field. We will know precisely what we need to look at prior to our arrival – this focused approach minimizes disruption to your staff while we are in the field. Also, our staff is made up of employees who specialize in governmental audit and who are fully dedicated to auditing governmental agencies. In other words, our clients will not need to "train the auditors".

Interim Fieldwork and Audit Planning

During the interim fieldwork and audit planning phase, we gain an understanding of your current year operations, evaluate the reliability of your internal controls, identify any issues that may have audit significance, and complete planning in preparation for final audit fieldwork. Based on the information that we obtain during this phase, we can determine your general areas of audit risk, the extent to which we can rely on your internal controls for our audit testing, and whether any significant audit issues need to be discussed so they can be resolved prior to the start of fieldwork. Some of the areas addressed at this time include documentation of internal controls, preparation of confirmations as necessary, review of minutes, completion of the preliminary analytical procedures review, and tailoring the current year audit work programs.

Final Fieldwork

As we complete our interim fieldwork and engagement planning, you will be provided with a listing of audit schedules required for final fieldwork. Many of the schedules will be similar to what you have prepared for previous audits and may be provided to us in an electronic format. The final fieldwork phase of the audit will generally commence once the books are closed and the appropriate audit schedules have been completed. During this phase, we will perform the appropriate tests of account balances, using sampling, substantive, and analytical review procedures, in order to form an opinion on the financial statements as a whole.

Areas that we will test using substantive procedures include (not intended to be an all-inclusive list):

Cash and cash equivalents – we will inspect bank account reconciliations and prepare bank account confirmations to ensure that the balances agree to the financial statements.

Accounts receivable – we will test certain balances by using a combination of analytical procedures and tracing year end balances to subsequent receipts.

Interfund transactions – we will review the schedule of interfund transfers and balances to ensure that all entries are reconciled and eliminated properly for government-wide presentation.

Capital assets – we will obtain a depreciation lapse schedule and verify key additions by inspecting vouchers, while also testing the adequacy of depreciation expense.

Accounts payable – we will obtain a year end accounts payable aging report and test for accuracy by inspecting certain vouchers. We will also review subsequent expenditures (after year end) searching for possible unrecorded liabilities as of year-end.

Accrued payroll – We will obtain payroll registers for payrolls issued after year end and compare to the schedule of accrued salaries and wages. We will also test the year end balances for payroll taxes by tracing year end liabilities to their payments, while comparing to payroll forms.

Compensated absences – We will obtain a year end value of compensated absences and validate the balance by comparing to the employee handbook and / or union contracts.

Long-term debt – We will obtain a year end schedule of long-term debt and verify the accuracy of the current portion of long-term debt by reviewing amortization schedules. We will also confirm certain balances by inspecting vouchers or sending confirmations to lenders.

Equity – We will ensure that the beginning fund balance and net assets amounts agree to the prior year ending balances.

Property Taxes – We will examine taxable values and the City's millages to ensure that the tax revenues are properly supported and allocated to the proper funds.

State and Federal Grants – We will compare state and federal grant revenues and substantiate the activity with Treasury reports and grant documents. We will also review federal grant and loan activity verifying consistency between the financial statements and the Schedule of Expenditures of Federal Awards (if applicable).

Type and Extent of Statistical Sampling to be Used in the Engagement

Statistical sampling will be used extensively during field work to assist with our testing procedures. Sample size will be based primarily on the level of risk assigned to a given financial statement assertion, the potential magnitude of misstatement, the potential for non-compliance, and other factors based on our professional judgment. Most often the range of our sample size is between 25 and 40 items. We affirm that adequate tests of transactions will be performed.

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures also will be used extensively during our planning and final fieldwork stages. We will rely on our analytical procedures to determine what areas may need additional attention based on the size of deviation from our expectations. Analytical procedures will be applied using key ratios compared to budget and historical figures. Areas with large "gaps" between actual and expected amounts will receive additional attention in the field, and the results of the extra attention will be documented and substantiated. Lastly, during field work we will gather sufficient audit documentation, clear all open items, complete our audit programs, and our quality control documents will be completed and reviewed.

Approach to be Taken to Document an Understanding of Internal Controls

As auditors for a significant number of governmental units, we have a good understanding of the significant areas of internal control that need to be tested and documented. We have tailored client questionnaires for each significant transaction class that allow our clients to review and document any changes in procedures in a timely and efficient manner. We then review the questionnaires and utilize them as a base for documenting our related tests and walkthroughs.

Approach to Determining Laws and Regulations that will be Subject to Audit Test Work

We have accumulated an extensive list of the significant laws and regulations that apply to governmental entities. Each year we review that list in relation to new State, Federal, and industry guidelines and make modifications as appropriate. During fieldwork, the list is reviewed with client personnel to ensure compliance with the identified laws and regulations.

Approach to Obtaining the Trial Balance and Incorporating it into the Audit Workpapers and Preparing the Reports

We will request an electronic version of the trial balance after the year has been closed and the general ledger is deemed ready for audit. The electronic trial balance will be imported into our governmental reporting software and mapped in accordance with your chart of accounts. From there we will have a working draft of the financial statements that will ultimately be exported into the audit report. All adjusting audit journal entries and backup support will be provided to and reviewed with your staff prior to the conclusion of fieldwork to ensure that all are in agreement. Finally, we will request a final version of your trial balance, after audit adjustments are posted, to ensure that each line item is in agreement with the audited trial balance.

We will provide delivery dates during the planning phase of the audit and confirm these dates during our planning meeting with management. Following is our anticipated timetable to complete the audit:

Description	Dates
Detailed Audit Plan	July
Fieldwork	September
Draft Reports	October
Final Reports	November
Council Presentation	November

Identification of Potential Audit Problems

We begin the audit process each year by revisiting any prior year management recommendations and/or suggestions and inquiring of our clients regarding any action taken to remedy those recommendations. In addition, we engage in discussions with our clients regarding any potential areas of concern and if there are any specific procedures they would like us to perform during the audit process.

We will also provide monthly written reports to the City that communicates progress of the audit. Additionally, any irregularities, illegal acts, or indications of illegal acts will immediately be reported in writing to management. Also, any conditions, transactions, situations or circumstances that need special consideration or that prevent or impede the completion of the audit will be reported to the City officials.

Non-Discrimination Clause

Gabridge & Company, PLC does not discriminate against any individual for employment with respect to such person's hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age, sex, or disability as defined by law.

COMMITTEE REPORT:

At a March 15, 2023, the Finance Committee discussed the need for cleaning services for the City Hall Complex and they recommend to City Council that Council recommend that the cleaning services be placed out for RFP from qualified vendors.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	DEDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Cleaning Services City Hall Complex

Requesting Agency:	Administration	Meeting Date:	March 20, 2023
Contact:	Brett Botbyl	Public Hearing:	NA
Phone:	863-5568	Advertising Date:	NA
		Council District:	Citywide
Attachments:	1) RFP		

PURPOSE:

Request the approval to seek proposals for Cleaning Services for the City Hall Complex.

BACKGROUND:

The current cleaning contract held by The Janitors Closet is set to expire in May 2023.

BUDGET IMPACT:

To be included in the annual budget process.

COMMITTEE RECOMMENDATION / ACTION:

The City Manager requests that the Finance Committee recommend that the Cleaning Services be placed out for an RFP from qualified vendors.

STAFF RECOMMENDATION / ACTION REQUESTED:

At a March 15, 2023 meeting, the Finance Committee recommends to City Council that Council approve the Cleaning Services be placed out for an RFP from qualified vendors. The current contract held by The Janitor's Closet is set to expire in May 2023.

Daily Cleaning Procedures for City of Menominee Administration Building

Hallways

- Sweep and mop and/or vacuum hallway floors daily
- Move chairs, light furniture and light office equipment (i.e., shredders, wheeled carts, etc.) when vacuuming carpeted area
- Cleaning of window ledges
- Door knobs sanitized
- Woodwork and doors to be wiped with a wood cleaner/rejuvenator one time per week

Offices and Council Chambers

- Clean and disinfect waste baskets as needed
- Spot clean walls, door/frames, and light fixture for finger prints and smudges
- Clean door glass inside and out
- Sweep and mop and/or vacuum floors daily
- Move chairs, light furniture and light office equipment (i.e., shredders, wheeled carts, etc.) when vacuuming carpeted area
- Vacuum office furniture as needed
- Cleaning and dusting of window ledges
- Clean and sanitize all public contact areas
- Empty waste baskets and properly dispose of contents

Break Rooms

- Move chairs, light furniture and light office equipment (i.e., shredders, wheeled carts, etc.) when vacuuming carpeted area, daily
- Clean and disinfect waste cans
- Clean and Sanitize break room sink, countertops, tables and chairs
- Clean outside of refrigerator

Restrooms

- Sweep and mop floors daily
- Clean and disinfect all restroom fixtures
- Refill restroom dispenser from stock
- Spot clean partitions, walls and light fixtures
- Clean mirrors
- Clean and dust window ledges
- Clean and Sanitize sinks
- Empty waste containers and properly dispose of contents
- Pour disinfectant and water down the floor drain once a week or as needed

Entryways

- Sweep and mop and/or vacuum floors daily
- Clean and disinfect public contact areas
- Cleaning and dusting of window ledges
- Spot clean walls, door/frames, and light fixture for finger prints and smudges
- Clean door/security area glass inside and out

Windows

- Should be washed inside **1** time per week
- Dusted daily

Outside

- Empty waste baskets and ash trays outside of all buildings

***Notify Buildings & Grounds Department for any maintenance or cleaning issues.**

City of Menominee» News & Announcements» All »City of Menominee
is seeking sealed bids

The City of Menominee is accepting sealed bids for a two-year contract (5/17/23-5/17/25) for cleaning services at the City of Menominee's City Hall Complex which includes administration, city council room, police station including E911 and Fire Station.

The bid should be designated in an "annual" amount (for each year) for the cost of the service contract.

An on-site walk through is recommended.

Interested parties must be bonded and a certificate of Liability & Workers Compensation Insurance is required on a yearly basis.

Sealed bids are to be labeled "Contract Cleaning" on the outside of the envelope and submitted by Monday, (Date and Time TBD)

City of Menominee, 2511 10th Street., Menominee, MI 49858,
Attn: City Clerk

Please call 906-863-2656 for more information and specifications.

The City of Menominee reserves the right to accept or reject any and all bids.

COMMITTEE REPORT:

At a March 15, 2023 meeting, the Finance Committee discussed the Menominee County Public Safety Communication Lease Agreement for 12 portable 800 MHz pagers for the Fire Department personnel and they recommend to City Council that Council accept the Menominee County 800 MHz Agreement and authorize the Mayor and City Manager to execute said documents.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	DEDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Menominee County Public Safety Communications Lease Agreement

Requesting Agency:	Administration	Meeting Date:	March 20, 2023
Contact:	Brett Botbyl, Interim City Manager	Public Hearing:	N/A
Phone:	906-863-1747	Advertising Date:	N/A
		Council District:	
Attachments:	Menominee County Letter Menominee County Lease Agreement		

PURPOSE:

Request that City Council accept the Menominee County Public Safety Communications Lease Agreement for 12 portable 800 MHz pagers for our Fire Department personnel.

BACKGROUND:

In 2018 Menominee County began researching solutions for upgrading their public safety communications system. In 2021 Menominee County invested \$2.4 million dollars to purchase 800 MHz radio equipment to transition to the Michigan Public Safety Communications System. This equipment included mobile radios, portable radios, and pagers. Menominee County will provide 12 portable 800 MHz pagers to our Fire Department.

There is not cost for procuring the pagers, we will only be responsible for maintaining insurance, and or cost of replacement if we damage the pager which is no different from what we do with our equipment now. After 10 years the pagers will become our property.

BUDGET IMPACT:

All cost will be covered through the Fire Department annual budget.

STAFF RECOMMENDATION / ACTION REQUESTED:

City Manager Botbyl recommends accepting the Menominee County 800 MHz Lease Agreement, and to authorize Mayor Stegeman and City Manager Botbyl to execute said documents.

COMMITTEE RECOMMENDATION / ACTION:

At a March 15, 2023 meeting, The Finance Committee discussed the Menominee County Public Safety Communication Lease Agreement for 12 portable 800 MHz pagers for the Fire Department personnel and they recommend to City Council that Council accept the Menominee County 800 MHz Agreement and authorize the Mayor and City Manager to execute said documents.



Department of Administration
County Clerk - County Administration
Sherry Dufort - Administrative Assistant
Phone: 920-261-5515

Menominee County Courthouse
153 10th Street
Menominee, MI 49858

March 1, 2023

City of Menominee
Attn: Brett Botbyl, City Manager
2511 10th Street
Menominee, MI 49858

**RE: Menominee County Public Safety Communications Project – 800 MHz Radio
Equipment Use & Standard Equipment Lease Agreement – Digital Pagers**

Dear City Manager Botbyl,

In 2018, Menominee County began researching solutions for upgrading or replacing the antiquated VHF public safety communications system currently being used in the county. This process has included hiring an expert consultant to analyze the current system and to make recommendations on upgrading the current system or replacing the system altogether, meeting with stakeholders (law, fire, medical, dispatch) that utilize the system, multiple requests for proposals and extensive research into the available systems, discussions with vendors and industry experts, and representatives for the Michigan Public Safety Communications System.

On November 30, 2021, after carefully considering all of the options available, the Menominee County Board of Commissioners decided the best solution for the future of emergency telecommunications in Menominee County was to transition to the Michigan Public Safety Communications System (MPSCS). At the time, 79 of the 83 counties were already on the MPSCS, and 96% of all radios being used in the State of Michigan. It was determined that this system provides the best overall coverage, features, longevity, and lowest annual costs to maintain.

The transfer to the MPSCS will require all the current VHF radios and pagers currently being used by first responders be upgraded to digital 800 MHz radio equipment. To assist our local municipalities in making this transition, the Menominee County Board of Commissioners approved using approximately \$2.4 million that the County received from the American Rescue Plan Act to purchase the initial equipment necessary to make the transition to the MPSCS, including portable radios, mobile radios, and pagers.

Over the past year, Menominee County has been working with Motorola to implement this project. There have been some setbacks due to supply chain issues, and we are still waiting for a few pieces of equipment to arrive before we can completely switch over to the new system.

However, we are ready to start dispersing the new digital pagers to the local agencies and plan to go-live with the digital paging part of this project in the next couple of months.

Enclosed you will find an 800 MHz Radio Equipment Use & Standard Equipment Lease Agreement for the digital pagers – a separate agreement will be sent when we are ready to disperse the portable and mobile radios. This agreement must be executed before the new equipment will be dispersed to your agency.

The general premise of this agreement is that the equipment is being leased to your agency for a period of 10 years. After 10 years, the equipment will become property of your agency. There is no up-front cost for the equipment or cost at the end of the lease agreement for the equipment to transfer ownership. Your agency will be responsible for maintaining insurance on all radio equipment provided through this agreement as well as any cost to replace or repair the equipment due to vandalism, abuse/neglect, theft, accident, or loss that is not otherwise covered by your insurance. You should fully read the agreement to understand all of the terms and responsibilities contained therein.

Menominee County is making a one-time capital investment in the initial equipment necessary to help transition our fire and EMS agencies to the MPSCS. Any additional equipment now or in the future desired by the agency will be the financial responsibility of said agency. The County, along with the State of Michigan, are investing in upgrading and maintaining the local infrastructure of the MPSCS and dispatching equipment in Central Dispatch.

Please return your signed agreement to Menominee County no later than April 30, 2023. The digital pagers will be dispersed to your agency shortly after receiving your signed agreement as well as any training necessary on how to use the new equipment – training will be conducted by Menominee County E911.

If you have any questions or concerns, you may contact me at 906-863-9648 or via email at jcarviou@menomineecounty.gov for concerns regarding the agreements or with the overall project OR you may contact Andrew Primeaux, 911 Director, at 906-863-6614 or via email at A.Primeaux@menomineecounty.gov for questions on the equipment, system, or other technical concerns.

Sincerely,



Jason Carviou, MPA
County Administrator

ENCLOSURES

Menominee

MENOMINEE COUNTY 800 MHz RADIO EQUIPMENT USE & STANDARD EQUIPMENT LEASE AGREEMENT

I. THE PARTIES.

This Standard Equipment Lease Agreement (“Agreement”) is made by and between:

LESSOR: Menominee County with a mailing address of 839 10th Avenue, Menominee, MI 49858 (“Lessor”); and

LESSEE: City of Menominee with a mailing address of 2511 10th Street, Menominee, MI 49858 (“Lessee”).

Lessor and Lessee are each referred to herein as a ‘Party’ and, collectively, as the “Parties.”

II. BACKGROUND.

In 2018, Menominee County began researching solutions for upgrading or replacing the antiquated VHF public safety communications system being used in the county. This process included hiring an expert consultant to analyze the current system and provide solutions for improving the system, meetings with stakeholders utilizing the system, multiple requests for proposals, discussions with various vendors, industry experts, and representatives for the Michigan Public Safety Communications System.

On November 30, 2021, the Menominee County Board of Commissioners decided that the best solution for the future of emergency telecommunications in Menominee County was to transition to the 800 MHz Michigan Public Safety Communications System. To assist local municipalities in making this transition, the Menominee County Board of Commissioners approved using approximately \$2.4 million that the county received in American Rescue Plan Act funding to purchase the initial 800 MHz radio equipment necessary to transition to the Michigan Public Safety Communications System.

III. TERM.

This Agreement shall take effect on May 1, 2023 and terminate on April 30, 2033.

IV. OTHER AGREEMENTS & POLICIES.

1. The Lessee agrees to abide by the terms of the Menominee County 911 Radio Use Agreement Policy ("Policy"). The Policy is incorporated into the terms of this Agreement. The Policy may be amended as needed by Menominee County and the amendments will be effective upon written notice to the Lessee.
2. The Lessee agree to abide by the terms of the Michigan Public Safety Communications System Membership Agreement ("MPSCS Agreement"). All terms and requirements of the MPSCS Agreement are incorporated into this Agreement whether or specifically mentioned therein.
3. No personal business or communication may be conducted on the Michigan Public Safety Communications System.

V. EQUIPMENT.

1. The equipment leased to the Lessee as part of this Agreement, which is listed on the Equipment List attached to this Agreement, shall be and remain the property of Menominee County during the term of this Agreement.
2. All equipment leased to the Lessee as part of this Agreement, which is listed on the Equipment List attached to this Agreement, shall be returned to the Lessor if any of the following occur:
 - a. The Lessee and/or its agency, department, representatives, personnel, or volunteers cease to operate as an emergency service response agency within Menominee County.
 - b. The Lessee and/or its agency, department, representatives, personnel, or volunteers cease to have legal control or holding of vehicles, buildings, or other locations where leased equipment is installed.
 - c. The Lessee and/or its agency, department, representatives, personnel, or volunteers fails to take appropriate corrective and/or disciplinary action for violation of the Menominee County 911 Radio Use Agreement Policy.
 - d. The Lessee and/or its agency, department, representatives, personnel, or volunteers submit a "Notice of Exclusion" from the Menominee County Final 911 Plan.

3. The Lessee may desire to purchase additional 800 MHz radio equipment at their own expense. This radio equipment shall be the property of the Lessee; however, the Lessee shall still be subject to the terms and benefits of this Agreement and utilize the Menominee County Public Safety Communications System.
4. The Lessee acknowledges that the Equipment is in good order and repair and accepts the same as is, where is, and with all faults and without warranty of any kind whether express, implied, fitness for a particular purpose or otherwise. Lessee shall, at its own expense and at all times, maintain the Equipment in a good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected.
5. Nothing in this Agreement shall be construed in a manner that the Lessor is responsible or obligated for providing any equipment, either as a replacement or additional equipment, to the Lessee.
6. The Lessee is solely responsible for supplying the radio equipment necessary for their agency, department, representatives, personnel, or volunteers to communicate on the Menominee County Public Safety Communications System, which is a part of the Michigan Public Safety Communications System.
7. The Lessee shall not dispose of any equipment leased to the Lessee as part of this Agreement without the expressed written consent of the Lessor.
8. Provided that Lessee is then current with all terms and conditions of this Agreement, Lessor shall transfer ownership of the Equipment to Lessee upon termination of the Agreement. Lessee shall be responsible for any costs associated with the transfer and recording thereof. Lessee shall have the right to maintain or sell the equipment as the Lessee desires upon taking ownership of the Equipment.

VI. RESPONSIBILITIES OF THE LESSOR

1. The Lessor shall purchase the radio equipment listed on the Equipment List attached to this Agreement and lease said equipment to the Lessee for the term of the Agreement.
2. The Lessor shall pay for the activation, setup, and installation of the radio equipment listed on the Equipment List attached to this Agreement.
3. The Lessor shall pay for the annual maintenance fee for the radio equipment listed on the Equipment List attached to this Agreement.

VII. RESPONSIBILITIES OF THE LESSEE

1. The Lessee shall maintain insurance on all radio equipment listed on the Equipment List attached to this Agreement for the entire term of this Agreement.
2. The Lessee shall be responsible for the replacement or repair of all radio equipment listed on the Equipment List attached to this Agreement due to theft, vandalism, abuse/misuse, or accident which results in damage to the leased radio equipment.
3. The Lessee will pay for the cost of custom or special mounting hardware that may be necessary that is not included with the basic installation kits for the radio equipment.
4. The Lessee will be responsible for any cost to remove and reinstall radio equipment when transferred between apparatus after the initial installation.
5. All personnel and volunteers of the Lessee that will receive and/or use the radio equipment will receive equipment specific user training, and if requested by the Lessee, "train the trainer" training. Training will be provided by Menominee County 911 as needed.
6. The Lessee shall immediately report any damaged or loss radio equipment to the Lessor.
7. The Lessee shall designate a member of its personnel or volunteer to serve as a Liaison Officer for the implementation of this project. The Liaison Officer will be responsible for disseminating information between Menominee County 911 and the Lessee.
8. The Lessee and/or its agency, department, representatives, personnel, or volunteers agree to comply with all Michigan Public Safety Communications System and Menominee County 911 Emergency Communications policies, rules, guidelines, procedures, and protocols.
9. The Lessee and/or its agency, department, representatives, personnel, or volunteers shall in no way jeopardize access to or the integrity of the Michigan Public Safety Communications System or the Menominee County Public Safety Communication System.
10. Initial training of personnel and volunteers with the radio equipment and the Menominee County Tactical Interoperable Communications (TIC) Plan will be established by the Menominee County Communications Working Group, which consists of representatives from each emergency service type (Dispatch, EMS, & Fire), Emergency Management, and the Menominee County Department of Administration.

VIII. EQUIPMENT LIST

Attached to this Agreement, and incorporated as part of, is an Equipment List that identifies all equipment that is being leased to the Lessee as part of this Agreement.

A master list of all equipment issued to the Lessee shall be maintained by the Lessor. This list will be maintained and updated as necessary by the Menominee County 911 Director in collaboration with the Lessee's Liaison Officer.

IX. HOLD HARMLESS & INDEMNIFICATION CLAUSE

The Lessee shall indemnify and hold harmless Menominee County, its governing and administrative members, official, officers, employees, and agents from all claims, damages, liabilities, or suits of any nature which may arise from this Agreement or the Lessee's use of equipment leased from the Lessor.

X. SUBORDINATION PROVISION

This Agreement shall be subordinate to the provisions of any existing or future agreement between Menominee County and the United States of America, State of Michigan, Michigan Public Safety Communications System, or any other governing entity or agency with authority over public safety communications.

XI. LAWS

The laws of the State of Michigan shall govern the validity, performance, and enforcement of this Agreement and any amendments.

XII. SEVERABILITY OF PROVISIONS

If any term, covenant or condition of this Agreement or the application of any provision to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Agreement shall be valid and be enforced to the maximum extent permitted by law.

XIII. VALIDITY OF AGREEMENT

Except as modified above, this Agreement shall remain in full force and effect and shall remain binding upon both Parties. This Agreement constitutes the whole agreement of the parties, and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

IXV. TERMINATION OF THIS AGREEMENT

Either Party may terminate this Agreement by providing the other Party a written notice ninety (90) days prior to termination of the Agreement. Upon termination of this Agreement by either Party, the Lessee shall return all equipment identified on the Equipment List within thirty (30) days after the termination of this Agreement.

In Witness Whereof, the authorized representatives of the Parties hereto have executed this Agreement.

CITY OF MENOMINEE

Jean Stegeman, Mayor

Date

Brett Botbyl, City Manager

Date

MENOMINEE COUNTY

Larry Phelps, County Board Chairman

Date

Jason Carviou, County Administrator

Date

Andrew Primeaux, 911 Director

Date

MENOMINEE COUNTY PAGER MASTER LIST

Serial #	Agency
G4DSC70294	Menominee FD
G4DSC70295	Menominee FD
G4DSC70296	Menominee FD
G4DSC70297	Menominee FD
G4DSC70298	Menominee FD
G4DSC70299	Menominee FD
G4DSC70350	Menominee FD
G4DSC70351	Menominee FD
G4DSC70352	Menominee FD
G4DSC70353	Menominee FD
G4DSC70354	Menominee FD
G4DSC70355	Menominee FD



MPSCS G4 PAGER INTRODUCTION

• Pager Features

- 64 Zones with 8 switch positions per Zone.
- Up to 64 Pagegroups or Talkgroups per switch position.
- Groups are assigned a priority level. When priority scanning multiple groups, pager switches to highest priority active group.
 - More groups = Less back ground site scanning & shorter battery life
- Planned 12 to 14 hour battery life.
- Micro USB charging and programming – same as Android Smart Phone (No custom programming cradle.)
- Voice record with time stamp. Voice notes. Message lock.
- P25 Trunking and P25 Conventional 7TACs.
- IP67 Rating Waterproof and Dustproof.
- Bluetooth to earphone.



COMMITTEE REPORT:

At a March 15, 2023 meeting, the Finance Committee recommends to City Council that Council accept Coleman Engineering Company's proposal in the amount not to exceed \$9500.00 for a LiDAR Topographic Survey to be used for future civil design work on the 80 acres located on 56th Avenue.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	DEDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: 56th Avenue Property LiDAR Topographic Survey

Requesting Agency:	Administration	Meeting Date:	March 20, 2023
Contact:	Brett Botbyl	Public Hearing:	N/A
Phone:	906-863-1747	Advertising Date:	N/A
		Council District:	
Attachments:	Coleman Proposal Letter		

PURPOSE:

Request that City Council accept Coleman Engineering Company's proposal for the LiDAR Topographic Survey to be used for future civil design work on the 80 acres located on 56th Avenue.

BACKGROUND:

The City purchased 80 acres in 2022 on 56th Avenue. During an October 2022 Parks and Rec/Building and Grounds Committee meeting it was discussed to utilize Coleman Engineering and have a LiDAR Topographic Survey performed for future civil design work. During the meeting it was determined to table the discussion and re-discuss the issue in the spring prior to the spring thaw as the survey will produce better results before the tree's leaf out and the vegetation starts regrowth on the ground.

To date the property has been surveyed and a Wetland Delineation study has been performed.

BUDGET IMPACT:

The budget for this work is not to exceed \$9500.00 and funds will be dispersed from 101-272-956.102

STAFF RECOMMENDATION / ACTION REQUESTED:

City Manager Botbyl recommends accepting Coleman Engineering Company's proposal in the amount not to exceed \$9500.00 for a LiDAR Topographic Survey.

COMMITTEE RECOMMENDATION / ACTION:

At a March 15, 2023 meeting, the Finance Committee recommends to City Council that Council accept Coleman Engineering Company's proposal in the amount not to exceed \$9500.00 for a LiDAR Topographic Survey to be used for future civil design work on the 80 acres located on 56th Avenue.



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

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

June 2, 2022

Brett Botbyl
City Manager
City of Menominee
2511 10th Street
Menominee, MI 49858

Re: Survey Proposal for a LIDAR Drone Flight for Topographic Survey
W 56th Road No. 2.5 City of Menominee, Michigan

Dear Mr. Botbyl:

In accordance with your request, Coleman Engineering Company (CEC) is pleased to submit this proposal to complete a survey for the above-referenced project.

Scope of Services

- CEC will perform a Topographic Survey via a UAV (Unmanned Aerial Vehicle) mounted LIDAR System. CEC will produce surface of the requested area for use in future civil design work. Deliverables will be produced in a Civil3d 2020 CAD file and provided to the CEC Civil Engineering Department.
- Orthophoto creation and feature extraction processing will not be completed as a part of this work, however the data needed to complete this processing will be collected and stored for future processing if needed.

Fees

Services will be invoiced on a time and materials basis for an estimated amount of \$ 9,500. Please understand that any estimate of cost for the above-described services is based on our current understanding of the project requirements and the level of effort needed to complete the various work tasks. An estimate should not be interpreted as a not to exceed cost. We will make every effort to not exceed our estimate and in the event that we do, an explanation will be provided.

Please also understand that because this is a time and materials based project we will be invoicing all expenses associated with this project.

Assumptions

- CEC is anticipating this work to take place prior to the snow accumulating on the ground. LiDAR cannot be used to collect ground data through snow cover.
- Upon discovery of any ambiguity, uncertainty, or dispute regarding the boundary location, CEC will notify the client, discuss the nature of the discovery and if necessary issue a suspension of work on the contract until the change of contract is addressed.
- Existing record monumentation is undisturbed. Additional work to re-establish obliterated monumentation will be considered out of scope and charged as such.
- Site will be ready for survey when CEC arrives on-site. Delay due to improper scheduling or waiting for work to be completed will be considered out of scope and charged as such.
- Work will be completed during a 40-hour workweek. Work required over 40 hours, on weekends and/or holidays will be considered out of scope and invoiced at premium overtime rates.
- If any additional services are required, CEC will prepare an estimate prior to the commencement of work.
- The work described in this proposal must be authorized within 60 days for the terms to be binding.

Performance Schedule

CEC anticipates starting work upon receipt of signed work order. The fieldwork should take 1 day to complete. The final deliverables should be completed approximately 5 weeks from the end of the fieldwork.

Acceptance

Should you find this proposal to be acceptable, please contact CEC and we will issue a work order for your execution.

Page 3
June 2, 2022

We appreciate the opportunity to submit this proposal and if you have any questions or comments, please call.

Sincerely,

COLEMAN ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read 'Jason Brown', with a long horizontal line extending to the right.

Jason Brown, PS
Survey Manager

JB/bt

COMMITTEE REPORT:

At a March 15, 2023 meeting, the Judicial and Legislative/Personnel and Labor Committee discussed the Head Cashier and Assistant Cashier revised job titles and job descriptions and they recommend to City Council that Council approve the revised job titles of Lead Billing Clerk and Assistant Billing Clerk along with their revised job descriptions. Subject to City Counsel's (Attorney Cellelo) approval.

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

MOTION BY: _____ SECOND BY: _____

	DeDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Head Cashier & Assistant Cashier Job Descriptions

Requesting Agency:	Administration	Meeting Date:	March 20, 2023
Contact:	Brett Botbyl	Public Hearing:	NA
Phone:	863-1747	Advertising Date:	NA
		Council District:	Citywide
Attachments:	Job Descriptions		

PURPOSE:

To establish/revise the job descriptions for the Head Cashier & Assistant Cashier positions.

BACKGROUND:

With the recent retirement of Head Cashier Laura Copeland, it was determined that both job descriptions in that office should be revised as the positions have incorporated numerous additional job duties and the job descriptions should reflect the actual job duties that are being performed.

New job descriptions will assist current and future employees to determine what their responsibilities and duties are so they can fulfill their work obligations.

This also affords supervisors the ability to select qualified candidates for an open position.

BUDGET IMPACT:

Any budgetary impact will be included in the current FY 2022/2023 budget.

COMMITTEE RECOMMENDATION / ACTION:

The City Manager recommends that the Judicial and Legislative/Personnel and Labor Committee approve and move this request to the City Council for approval.

STAFF RECOMMENDATION / ACTION REQUESTED:

At a March 15, 2023 meeting, the Judicial and Legislative/Personnel and Labor Committee recommends to City Council that Council approve the revised job titles of Lead Billing Clerk and Assistant Billing Clerk along with their revised job descriptions. Subject to City Counsel's (Attorney Cellelo) approval.

HEAD CASHIER LEAD BILLING CLERK

SUMMARY

Responsible for the collection of utility bills, taxes, and other fees due the city. Receives monies collected by other departments. **Makes Reconciles** daily deposits of all monies received with local financial institutions and prepares reconciliation and supporting records. ~~Assists in preparation of payroll.~~ **Perform all utility billing tasks.** ~~Does typing and answers phone.~~ **Perform customer service duties.** Perform related work as required.

SUPERVISION RECEIVED

Work is performed under the general direction of the City Clerk/Treasurer. Work is performed with independence according to established procedures and techniques.

SUPERVISION EXERCISED

Direct supervision is exercised over assistant cashier **billing clerk** and persons collecting monies in the City Clerk/Treasurer's Office.

RESPONSIBILITIES AND ESSENTIAL DUTIES AND FUNCTIONS

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

- 1) Collects tax monies, issues receipts for and records receipts in the City's tax records. ~~Makes copies of receipts of taxes paid with a description of the property.~~ **Provides requested reports and supporting documentation to the City Clerk/Treasurer.**
- 2) **Preparation of the current years tax database, updating mortgage company's requests, tax billing formats, and the mailing of tax statements.** ~~and quarterly water bills.~~
- 3) **Preparation of quarterly utility bills, including review and finalizing consumption report data, billing register data and mailing of** ~~and mailing of tax statements and quarterly water bills.~~
- 4) Deposits tax monies collected into appropriate county, school, or city bank accounts.
- 5) Performs and assist the annual disbursement of county taxes collected to the county treasurer. **Provide tax database back-ups to the County Treasurer and any reports requested.**
- 6) Collects and receipts monies for all fines, penalties and forfeitures owed the City.
- 7) Collects and receipts monies for and makes deposits for water and sewer billings and other utility accounts.
- 8) Performs daily reconciliation of all monies collected in the City Clerk/Treasurer's office.

~~Head Cashier~~

Lead Billing Clerk

Page Two

- 9) Gives public general information over the counter and by the telephone regarding tax and water/sewer bills. Serves as public relations person in the specific office.

~~Performs payroll functions to produce pay checks and state and federal reports. Serves as back up to payroll clerk.~~

~~Collects monies for dog licenses, prepares reports and submits same to the county.~~

~~Type letters and reports for various city offices.~~

- 10) **Handles all utility billing, customer inquiries in person and over the phone. Answers telephone and provides information. Performs counter and drive-up duties to provide information.**
- 11) **Produces mid cycle and final bills upon request from landlords, realtors and title companies. Also prepares delinquent shut off notices, reports and mailings.**
- 12) **Schedule appointments for the Water Plant Distribution Representatives. Prepare and complete the correlating work orders for each appointment. Provides reports, data and supporting documentation as requested from the water department staff.**
- 13) **Performs related work as required by the City Clerk/Treasurer.**

**ESSENTIAL FUNCTIONS, QUALIFICATIONS AND
KNOWLEDGES, SKILLS AND ABILITIES (KSA's) FOR EMPLOYMENT**

All the following functions, qualifications, KSA's and duties are essential. An employee in this class, upon appointment, should have the equivalent of the following, with or without reasonable accommodation as required by the Americans With Disabilities Act.

- 1) **Ability to assemble data and prepare accurate records and reports.**
~~Ability to assimilate information related to procedure routine to this position to complete duties.~~
- 2) **Above average ability to detect and correct errors to complete duties.**
- 3) **Ability to understand and follow oral and written instructions.**

~~Ability to see well to complete duties.~~

~~Ability to hear well to complete duties.~~
- 4) **Knowledge of modern office practices and procedures including computers and calculators.**
- 5) **Ability to collect money, disburse change, and balance cash drawer at the end of day.**
- 6) **Ability to work effectively with other employees and the general public.**

~~Insures that safety precautions are taken on all jobs.~~
- 7) **Acceptable training and experience** including graduation from an accredited high school or equivalent with emphasis in business and office procedures.
- 8) **Three years' experience in general office procedures, typing data entry, record keeping, cash receipting and disbursements. Accounting, banking, or other financial experience preferred.**
- 9) **A valid driver's license is required.**
- 10) **Must be capable of being bonded.**

ASSISTANT CASHIER-BILLING CLERK

SUMMARY

Responsible for the collection of utility bills, taxes, and other fees due the city. Receives monies collected by other departments. Makes Reconciles daily deposits of all monies received with local financial institutions and prepares reconciliation and supporting records. Assists in preparation of payroll. Perform all utility billing tasks. Does typing and answers phone. Perform customer service duties. Perform related work as required.

SUPERVISION RECEIVED

Work is performed under the general direction of the Head-Cashier Lead Billing Clerk. Work is performed with independence according to established procedures and techniques.

RESPONSIBILITIES AND ESSENTIAL DUTIES AND FUNCTIONS

An employee in this position may be called upon to do any or all the following essential duties: (These examples do not include all the duties which the employee may be expected to perform.)

- 1) Collects tax monies, issues receipts for and records receipts in the City's tax records. Provides requested reports and supporting documentation to the City Clerk/Treasurer.
- 2) Assists in preparation and mailing of tax statements and water bills. preparation of the current years tax database, updating mortgage company's requests, tax billing formats, and the mailing of tax statements.
- 3) Preparation of quarterly utility bills, including review and finalizing consumption report data, billing register data and mailing of and mailing of tax statements and quarterly water bills.
- 4) Deposits tax monies collected into appropriate county, school, or city bank accounts when head cashier is not available.
- 5) Performs and assists the annual disbursement of county taxes collected to the county treasurer. Provide tax database back-ups to the County Treasurer and any reports requested.
- 6) Collects and receipts monies for all fines, penalties, and forfeitures owed the City.
- 7) Collects and receipts monies for and makes deposits for water and sewer billings and other utility accounts. Perform all other tasks relative to water and sewer billings.
- 8) Performs daily reconciliation of all monies collected in the City Clerk/Treasurer's office when head-cashier Lead Billing Clerk is not available.

Assistant-Cashier

Billing Clerk

Page Two

- 9) Gives public general information over the counter and by the telephone regarding and tax and water/sewer bills.
 - ~~—When necessary, may serve as backup for other support staff.~~
 - ~~—Collects monies for dog licenses, prepares reports and submits same to the county.~~
- 10) ~~Answers telephone and~~ Handles all utility billing, customer inquiries in person and over the phone. Performs counter and drive-up duties to provide information.
- 11) Produces mid cycle and final bills upon request from landlords, realtors and title companies. Also prepares delinquent shut off notices, reports and mailings.
- 12) Schedule appointments for the Water Plant Distribution Representatives. Prepare and complete the correlating work orders for each appointment. Provides reports, data, and supporting documentation as requested from the Water Department staff.
- 13) Performs related work as required by the ~~head-cashier~~ Lead Billing Clerk or City Clerk/Treasurer.

**ESSENTIAL FUNCTIONS, QUALIFICATIONS AND
KNOWLEDGES, SKILLS AND ABILITIES (KSA's) FOR EMPLOYMENT**

All the following functions, qualifications, KSA's and duties are essential. An employee in this class, upon appointment, should have the equivalent of the following, with or without reasonable accommodation as required by the Americans With Disabilities Act.

- 1) **Ability** to assemble data and prepare accurate records and reports.
~~Ability to assimilate information related to procedure routine to this position to complete duties.~~
- 2) **Above average ability** to detect and correct errors to complete duties.
- 3) **Ability** to understand and follow oral and written instructions.

~~Ability to see well to complete duties.~~

~~Ability to hear well to complete duties.~~
- 4) **Knowledge** of modern office practices and procedures including computers and calculators.
- 5) **Ability to collect money, disburse change, and balance cash drawer at the end of day.**
- 6) **Ability** to work effectively with other employees and the general public.

~~Insures that safety precautions are taken on all jobs.~~
- 7) **Acceptable training and experience** including graduation from an accredited high school or equivalent with emphasis in business and office procedures.
- 8) **Three years' experience** in general office procedures, **typing data entry**, record keeping, cash receipting and disbursements. Accounting, banking, or other financial experience preferred.
- 9) **A valid driver's license** is required.
- 10) **Must** be capable of being bonded.

COMMITTEE REPORT:

At a March 15, 2023 meeting, the Judicial and Legislative/Personnel and Labor Committee discussed staffing needs in the Police Department, and they recommend to City Council that Council approve the sponsoring of Police Recruit, David Lueskow to the Police Academy and authorize the City Manager to execute the necessary documents.

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

MOTION BY: _____ SECOND BY: _____

	DeDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Sponsorship of Police Recruit

Requesting Agency:	Police	Meeting Date:	March 20, 2023
Contact:	Chief Justin Hofer	Public Hearing:	NA
Phone:	863-5568	Advertising Date:	NA
		Council District:	Citywide
Attachments:			

PURPOSE:

To inform and respectfully request that the City Council approve the hiring process/sponsorship of Police Recruit David L. Lueskow.

BACKGROUND:

Since the resignation of Officer Ilbrink in October we have had a vacancy for a patrolman. We have had the Menominee Police Department's job posting out to several colleges and other internet platforms for police job opportunities. We have had two applicants and interviewed one applicant, David Lueskow.

David had a good interview and was given a conditional job offer, contingent of the approval and hiring process. David is currently enrolled in college in Green Bay and is from the Peshtigo, WI area. David has shown interest in the department for several months conducting ride-alongs with several officers.

David will have to be hired as a recruit and attend Northern Michigan University's Police Academy starting on May 8th 2023. The process has started for getting him into the academy due to deadlines.

The police department will conduct this hiring process the same way as the most recent hires that attended the police academy. With less applicants applying for the department, it would be in the best interest of the city to approve this process so we can move forward and fill the police officer vacancy.

The NMU Police academy is 16 weeks long, the recruit will get paid a recruit wage until completed. Once the recruit successfully completes the academy, they then will start the field training program with the department and become a patrolman.

BUDGET IMPACT:

The police academy cost is approximately \$6,100, academy uniforms \$700, \$2,500 for lodging on site. The recruit wages will cost approximately \$6,700 while attending the academy. The total amount for the 2023 NMU RPA is approximately \$16,000.

There is a MCOLES Public Safety Academy Assistance Grant Program that the department is currently working on. Once the hiring process is approved, we will be able to proceed with the grant process. The grant covers all expenses and up to \$4,000 in wages. If the grant is awarded the cities monetary investment will be approximately \$2,700. The grant must be submitted 10 days prior to the start of the academy.

No additional funding is needed from the City of Menominee that would affect the current budget.

COMMITTEE RECOMMENDATION / ACTION:

The City Manager and Police Chief respectfully request the approval of this endeavor.

STAFF RECOMMENDATION / ACTION REQUESTED:

At a March 15, 2023 meeting, the Judicial and Legislative/Personnel and Labor Committee recommends to City Council that Council approve the sponsoring of Police Recruit, David Lueskow to the Police Academy and authorize the City Manager to execute the necessary documents.

COMMITTEE REPORT:

At a March 15, 2023 meeting, the Finance Committee discussed the resolution for City bank account signatures along with Morgan Stanley's authorized persons form and they recommend to City Council that Council adopt the Resolution 2023- 004 along with Authorized Persons and Enabling Resolutions.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	DEDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Bank Resolution & Morgan Stanley Authorized Signers

Requesting Agency:	Clerk / Treasurer	Meeting Date:	March 20, 2023
Contact:	Kathy Brofka	Public Hearing:	NA
Phone:	863-1746	Advertising Date:	NA
		Council District:	Citywide
Attachments:	Resolution 2023-004 & Authorized Persons & Enabling Resolution		

PURPOSE:

Request the adoption of a resolution authorizing the signatures for the City bank accounts at various financial institutions along with approving the Morgan Stanley authorized signatures form.

BACKGROUND:

The City has numerous accounts dispersed between various financial institutions. This resolution adds the New Head Cashier, Angie Chevalier as an authorized signature and removes the former Head Cashier, Laura Copeland. The financial institutions require City Council to adopt a resolution authorizing the signatures.

BUDGET IMPACT:

N/A

STAFF RECOMMENDATION / ACTION REQUESTED:

The City Clerk / Treasurer recommends that the Finance Committee recommend to City Council that Council adopt the attached Resolution along with approving the authorized signers for Morgan Stanley.

COMMITTEE RECOMMENDATION / ACTION:

At a March 15, 2023 meeting, the Finance committee recommended to City Council that Council adopt the Bank Resolution along with the Morgan Stanley authorized persons form.

RESOLUTION: 2023-004

BE IT RESOLVED, that Kathleen A. Brofka, City Clerk/Treasurer, be and is hereby designated a depository of this city and that funds so deposited may be withdrawn upon a check, draft, note or order of the City.

BE IT FURTHER RESOLVED, that all checks, drafts, notes or orders drawn against said accounts be signed by two (2) of the following as specified:

TWO SIGNATURES REQUIRED

Bank: STEPHENSON NATIONAL BANK AND TRUST

Accounts: General Fund, City of Menominee Insurance Escrow, Solid Waste Disposal Fund, Downtown Development Fund, MSHDA Rehab, 2013 UTGO, Spies Library 2012 Debt, River Park Campground, River Park, Waste Water Treatment Utility Board, Sewer Receiving Fund, Sewer Junior Lien Bond & Interest Redemption, Sewer SRF 2022, M35 Wastewater Construct Project 2013, Sewer 2010 Junior Lien Bond Reserve, Sewer 2010 Repair Replacement & Improvement, Water Treatment Utility Board, Water Receiving Fund, Water SRF 2022, Water 2010 Junior Lien Bond Reserve, Water Junior Lien Bond & Interest Redemption, Water 2010 Repair, Replacement & Improvement and Marina Management.

Bank: FIRST NATIONAL BANK & TRUST COMPANY OF IRON MOUNTAIN

Accounts: Current Tax Fund, Police/Fire Retirement, City Waterfront Festival, Section 125 Fund, Pooled Cash Fund, Spies Field, ACH Trust Account, Spies Public Library, Canine Fund, Board of Cemetery Trustees, North Pier Light Fund, City County/County Invest, Library Klar Bequest, Spies Library Petty Cash, Recreation Klar Bequest, UTGO Bonds Road Improvement, Cemetery PCF and Flower Fund.

Bank: NICOLET NATIONAL BANK

Accounts: City of Menominee Revolving Loan Fund

Bank: PNC BANK

Accounts: City of Menominee, MI (Waste Water Fund)

Bank: WELLS FARGO

Accounts: Cemetery Board of Trustees, City of Menominee – Lloyd Mausoleum Fund and Credit Card

NAME:

Jean Stegeman
Brett Botbyl
Kathleen A. Brofka
Angie M. Chevalier

TITLE:

Mayor
City Manager
City Clerk/Treasurer
Head Cashier

whose signatures shall be duly certified to said bank, and that checks, notes or orders so drawn against said bank shall be void unless so signed.

BE IT FURTHER RESOLVED, that said bank is hereby directed and authorized to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders, or any of such person in their individual capacities or not, whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not. This resolution shall continue in force and said bank may consider the facts concerning the holders of said offices, respectively, and their signatures to be and continue as set forth in the Certificate of the City Clerk, accompanying a copy of this resolution when delivered to said bank or in any similar subsequent certificate, until written notice to the contrary is duly served on said bank.

IN WITNESS WHEREOF, I have hereunto affixed my name as Kathleen A. Brofka, City Clerk/Treasurer and have caused the corporate seal of said city to be hereunto affixed this _____ day of _____, 2023.

Kathleen A. Brofka, City Clerk/Treasurer

For Internal Use Only

Branch No.

Account No.

Financial Advisor No.

Morgan Stanley

Authorized Persons and Enabling Resolutions for Municipalities and Certain Other Unincorporated Entities

In consideration of Morgan Stanley Smith Barney LLC ("MSSB") opening and/or maintaining one or more accounts for the entity named below, I, the undersigned, hereby certify as follows:

1. General Information

A. The full legal name of the entity (the "Client") to which this document applies is:
City of Menominee P&F Ret System

NAME OF ENTITY

B. Is the entity a not-for-profit entity? ☐ Yes ☒ No

C. Type of Organization:

☒ Municipality/Government Entity☐ Union/Trade Association☐ Condo/Homeowners' Association☐ Educational Institution☐ Charitable/Religious Organization☐ Native American Tribe☐ Private Foundation/Foundation☐ Business Trust☐ Other

DESCRIBE

☐ Civic Club/Assoc.

2. Authorized Persons

MSSB is hereby authorized to accept investment instructions and other instructions from the officers of the Client and/or other individuals listed below ("Authorized Persons"). These privileges include, but are not limited to, the authority to make distributions (e.g., of cash or securities) and transfers by check or otherwise to anyone, including the undersigned officers and/or other individuals.

If MSSB receives conflicting instructions from different Authorized Persons, or reasonably believes instructions from one Authorized Person might conflict with the wishes of another Authorized Person, MSSB may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all Authorized Persons are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other action deemed necessary to protect the interests of MSSB.

(ALL AUTHORIZED PERSONS MUST COMPLETE THIS SECTION, EVEN IF ALSO SIGNING ON BEHALF OF THE CLIENT AT THE END OF THIS DOCUMENT.)

Jean Stegeman

NAME

PRIMARY RESIDENCE ADDRESS

SIGNATURE

Brett Botbyl

SOCIAL SECURITY NUMBER

DATE OF BIRTH

Mayor

TITLE

NAME

PRIMARY RESIDENCE ADDRESS

SIGNATURE

Kathleen A. Brofka

SOCIAL SECURITY NUMBER

DATE OF BIRTH

City Manager

TITLE

NAME

PRIMARY RESIDENCE ADDRESS

SIGNATURE

Angie M. Chevalier

SOCIAL SECURITY NUMBER

DATE OF BIRTH

Clerk/Treasurer

TITLE

NAME

PRIMARY RESIDENCE ADDRESS

SIGNATURE

SOCIAL SECURITY NUMBER

DATE OF BIRTH

TITLE

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES
AND CERTAIN OTHER UNINCORPORATED ENTITIES
(12/2014) NNAUFICF



NNAUFICF

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Financial Advisor No.

3. Enabling Resolutions

The following is a full, true and correct copy of Resolutions duly and regularly adopted by vote of the Board of Trustees, Council or other supreme governing body, referred to as the "Board" of the Client, which Resolutions have not been rescinded or modified and are in full force and effect, and the Client further represents and warrants that: (1) the Resolutions are in accord with and pursuant to the Client's underlying charter and bylaws; (2) the Resolutions are in accord with all constitutional, statutory and regulatory provisions pertaining to the Client; (3) the Client is empowered to take the actions called for by the Resolutions; (4) the Client is duly organized, validly existing and in good standing under all applicable state laws or the laws of a non-U.S. jurisdiction; and (5) the persons designated herein as officers of the Client have been duly installed and now hold the offices in the Client set forth by their respective names and their true signatures.

RESOLVED:

FIRST, that the Authorized Persons are, and each of them hereby is, authorized and empowered to the fullest extent possible, to act on behalf of the Client, to establish and maintain with MSSB where eligible under applicable law one or more cash accounts, margin accounts, BusinessScape accounts, commodities accounts, or any other type of account offered by MSSB and its applicable affiliates ("Account"), for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short selling), possessing, transferring, exchanging, borrowing, pledging or otherwise disposing of, and generally dealing in and with, cash and any and all forms of securities and financial instruments, including, but not limited to shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, futures, commodities, commodity futures and/or options on futures, certificates of deposits, mortgages, evidence of indebtedness, commercial paper, and interests of any and every kind and nature whatsoever, secured and unsecured, whether represented by trust, participating and/or other certificates or otherwise.

SECOND, that, without obligation on MSSB's part to inquire, instructions or actions, by any Authorized Person shall individually have the fullest authority on behalf of the Client with respect to the Account including, but not limited to, authority to:

- (a) give written or oral instructions to MSSB with respect to any securities in, or transaction or service offered in connection with, the Account;
- (b) deposit or withdraw money, securities and other property of the Client to and from the Account;
- (c) borrow money from MSSB and secure payment thereof with the property of the Client;
- (d) bind the Client to any contract, arrangement or transaction, which shall be entered into by any Authorized Person with or through MSSB;
- (e) make payments related to the Account by checks and/or drafts drawn upon the funds of the Client;
- (f) endorse any securities in order to pass ownership thereof or for any other purpose;
- (g) direct the sale or exercise of any rights with respect to securities therein;
- (h) sign releases and powers of attorney and enter into contracts and agreements, including but not limited to any MSSB account agreements and documentation relating to any debit or credit card, the checkwriting privilege, online services, electronic fund transfers and other services which are or may be offered in connection with the Account (where available), as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the seal to same when necessary;
- (i) direct MSSB to surrender securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise;
- (j) take any and all action in connection with the Account deemed necessary or desirable by any Authorized Person.

THIRD, that any Authorized Person may appoint any person(s) ("Designated Persons") to:

- (a) conduct trading in the Account;
- (b) endorse any securities, or to make, execute and deliver; under the seal of the Client or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities;

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES
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- (c) sign checks (in which event, the signature of the Designated Person shall promptly be provided on any applicable signature card upon request by MSSB);
- (d) use any associated debit or credit card (where available);
- (e) provide instructions to effect electronic fund transfers.

FOURTH, that each Authorized Person is empowered and authorized to do all things each deems necessary or desirable to implement the foregoing Resolutions.

FIFTH, that MSSB may deal with any and all of the persons directly or indirectly empowered by foregoing Resolutions as though they are dealing with the Client directly.

SIXTH, that the duly designated officer is hereby authorized and empowered to certify to MSSB, under the seal of the Client or otherwise:

- (a) a true, correct and complete copy of these Resolutions;
- (b) specimen signatures of each Authorized Person and each Designated Person empowered by these Resolutions, if so requested by MSSB;
- (c) a certificate (which, if required by MSSB, shall be supported by an opinion of the general counsel of the Client, or other counsel satisfactory to MSSB) that the Client is duly organized and in good standing, that Client's charter authorizes the action or business described in these Resolutions, and that no limitation has been imposed upon such powers by constitution, statute, regulation, charter, bylaw or otherwise.

SEVENTH, that MSSB may rely upon any certification given in accordance with these Resolutions as continuing fully effective unless and until MSSB shall receive due written notice of an amendment, modification or rescission of such Resolutions or certification. Further resolved that MSSB shall not be liable for any action taken or not taken upon instruction of any Authorized Person or Designated Person prior to MSSB's actual receipt of written notice of the termination or impairment of such person's authority. The failure to supply any specimen signature shall not invalidate any transaction which is in accordance with authority previously granted. Further resolved that the Client shall indemnify and hold harmless MSSB and any of its subsidiaries and affiliates from any and all claims that a transaction was unauthorized or outside the scope of the Client's powers, if such transaction was authorized by any of the Authorized Persons or Designated Persons.

EIGHTH, that in the event of any change in the office or powers of persons hereby empowered, the secretary (or other duly designated officer), shall certify such changes to MSSB, in writing, which certification, when MSSB receives it, shall terminate the powers of the persons previously authorized and empower the persons thereby substituted in accordance with all the provisions of these Resolutions.

NINTH, that the Client hereby authorizes MSSB to charge any amount due to MSSB under any arrangement with the Client, against any or all of the accounts and other property of the Client held with MSSB or any of its affiliates, with the Client remaining liable for any deficiency and each Authorized Person or Designated Person is authorized and directed to pay to MSSB by checks and/or drafts drawn upon the funds of the Client such sums as may be necessary to discharge the Client's obligations to MSSB.

TENTH, that MSSB may apply these Resolutions to any accounts in the name of the Client listed herein.

The following three (3) resolutions are applicable only to Native American Tribes:

ELEVENTH, that Section 15 of the Client Agreement is modified to include the following language: The Tribe agrees:

- (a) that binding arbitration shall be the exclusive formal remedy for all disputes, controversies or claims between the Tribe and MSSB, including its agents, assigns or Affiliates (collectively, "MSSB"), as further described in Section 15 of the Client Agreement;**
- (b) that such arbitration shall provide final and binding resolution of any dispute between the parties;**
- (c) that the Tribe expressly and irrevocably waives its immunity from suit as well as its rights to seek or exhaust tribal remedies and that the waiver granted herein includes the arbitration of disputes as contemplated by Section 15 of the Client Agreement, as well as any actions in any court of competent jurisdiction to compel arbitration and to enforce an arbitration award;**

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(d) that the waivers of sovereign immunity and of the right to demand exhaustion of tribal remedies shall survive the expiration, termination or cancellation of the Client Agreement; and

(e) that, if enforcement of an arbitration award or a judicial order becomes necessary by reason of failure of one or both parties to voluntarily comply, the Tribe waives its sovereign immunity from any final judgment or order of a court of competent jurisdiction enforcing an arbitration award.

TWELFTH, that the Tribe certifies that none of the monies, securities, funds or other property invested or to be invested by the Tribe in accordance with the Client Agreement and this resolution, or paid or to be paid to MSSB in accordance with the Client Agreement and this resolution, constitute (a) funds held by the United States in trust for the Tribe or for members of the Tribe, or (b) funds obtained by the Tribe from the United States of America or any State government or agency for the purpose of carrying out projects or programs specified by the United States of America or any State government or agency, other than funds received by the Tribe, pursuant to one or more guarantee contracts with the United States Department of Housing and Urban Development ("HUD"), for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.).

THIRTEENTH, that the Tribe certifies, to the extent the Tribe is investing funds that are part of a tribal trust fund for minor members of the Tribe or subject to the requirements of a tribal trust fund or a HUD depository agreement, that investment instructions provided by the Tribe to MSSB with respect to such funds will comply with all legal requirements applicable to such funds.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Seal of the Client.

NAME OF DULY AUTHORIZED OFFICER (PRINT)

SIGNATURE OF DULY AUTHORIZED OFFICER

DATE (MM/DD/YYYY)

RESOLUTION #2023-005 Election Resolution

WHEREAS, a Special Election is scheduled to be held in all four wards of City of Menominee on Tuesday, May 2, 2023; and

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

WHEREAS, that the Election Board shall consist of up to two (2) chairpersons and up to six (6) inspectors for each ward and that the rate of pay be \$15.00 per hour for the chairperson and \$14.00 per hour for inspectors; and

WHEREAS, the Absent Voter Counting Board shall consist of up to two (2) chairpersons and up to six (6) inspectors for all four wards and that the rate of pay be \$15.00 per hour for the chairperson and \$14.00 per hour for inspectors; and

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

NOW, THEREFORE, BE IT RESOLVED, the following location is designated as the polling place for all four wards in the City of Menominee for the Special Election to be held Tuesday, May 2, 2023:

Menominee High School
2101-18th Street

MOTION BY: _____ SECOND BY: _____

Adopt

	DeDAMOS	DULAK	JONES	KLITZKE	MARINEAU	NUTTER	PLEMEL	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Election Resolution			
Requesting Agency:	Executive	Meeting Date:	March 20, 2023
Contact:	Kathy Brofka	Public Hearing:	N/A
Phone:	863-1746	Advertising Date:	N/A
		Council Ward:	All
Attachments: Resolution 2023-005			

PURPOSE:

Resolution that approves the polling location, pay, and number of workers for the Special Election on Tuesday, May 2, 2023.

BACKGROUND:

City Council adopts a resolution prior to each election that designates Menominee High School as the polling place for all four (4) wards, along with Absent Voter Counting Board and hours that the polls are open.

BUDGET IMPACT:

General Fund account numbers 101-262-702/728/900 have monies budgeted for wages, supplies, and publications. This election will be reimbursed by Menominee Area Public Schools.

STAFF RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval by City Council.

SUGGESTED MOTION / ACTION:

To adopt Resolution 2023-005 approving the polling location, number of and pay for election workers, etc., for the May 2, 2023 Special Election.