

**CITY OF MENOMINEE, MICHIGAN  
MENOMINEE CITY COUNCIL  
AGENDA FOR MARCH 21, 2022  
HELD AT CITY HALL - 2511 10<sup>th</sup> STREET – 6 p.m.**

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**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 22, 2022.

**F) COMMUNICATIONS.**

**G) PUBLIC HEARINGS.**

**H) PUBLIC COMMENT.**

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

**I) REPORTS OF OFFICERS.**

- 1) Interim City Manager's report.

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

- 1) The Finance Committee on the proposal from Coleman Engineering for the 13<sup>th</sup> Street contract engineering.
- 2) The Finance Committee on the Recreation/River Park pickup truck purchase.
- 3) The Judicial and Legislative/Personnel and Labor Committee on waiving the residency policy for an existing firefighter.
- 4) The Judicial and Legislative/Personnel and Labor Committee on sponsoring Police Academy recruits.
- 5) The Judicial and Legislative/Personnel and Labor Committee on appointing a City Manager.
- 6) The Special Projects/Community Relations Committee on a July 4<sup>th</sup> fireworks display.

**K) MISCELLANEOUS.**

- 1) Introduction of Second Ward Council Member candidates:
  - a) Robert (Jerry) Derusha
  - b) Donna Marineau
  - c) Patricia Mueller

**L) MOTIONS AND RESOLUTIONS.**

- 1) Selection of Second Ward Council Member.
- 2) Motion regarding the contract for the River Park Campground office renovations.
- 3) Motion regarding the contract for the River Park Campground dumpster enclosure.
- 4) Motion regarding the service agreement with Hayes Mechanical for the Municipal Complex and Parks and Recreation Building.
- 5) Motion regarding the service agreement with Coleman Engineering for engineering services.
- 6) Motion regarding the service agreement with Frank's Repair for Department of Public Works vehicles maintenance and repairs.
- 7) Motion regarding submitting USDA grant applications for Department of Public Works equipment.

**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 22, 2022**

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A regular meeting of the Menominee City Council, City of Menominee, County of Menominee, State of Michigan, was held on Tuesday, February 22, 2022 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 Baron, DeDamos, Jones, Nutter, and Plemel; Mayor Stegeman  
**ABSENT:** Council Members Klitzke and Pohlmann (both excused)

**PRESENT: 6                  ABSENT: 2**

A motion was made by Council Member Jones and seconded by Council Member Nutter to excuse Council Members Klitzke and Pohlmann from the meeting. This motion was carried unanimously.

A motion was made by Council Member Jones and seconded by Council Member Plemel to approve the agenda for the meeting dated February 16, 2022. This motion was carried unanimously.

A motion was made by Council Member Jones and seconded by Council Member Nutter to approve the minutes of the regular meeting of January 17, 2022 as presented. This motion was carried unanimously.

**PUBLIC COMMENT:**

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

No one was heard.

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

**REPORTS OF OFFICERS:**

Mayor Stegeman presented the "2021 State of the City Address" as follows:

**2021 STATE OF THE CITY ADDRESS**

"Good Evening. As always, it is my honor as Mayor of the City of Menominee, to deliver the State of the City Address.

The last year brought a variety of changes to the City and I predict that 2022 will not be significantly different because that is the nature of government. In July Manager Tony Graff left the City of Menominee via a negotiated resignation and Chief Brett Botbyl has been serving as both the Chief of Police and the interim manager since Mr. Graff's departure. This position is currently posted internally and it is my expectation that we will have a solution shortly.

We have, additionally, two department heads to replace as the City Engineer, Tricia Alwin, and Building Inspector, Derek Schulz, also resigned this year. We are currently evaluating how to proceed regarding the engineering position and we hope to resolve the replacement of the building inspector as soon as possible.

The City's financial picture is not nearly as strong as we would prefer. Currently, the unassigned fund balance is \$2,426,606; an increase of almost \$77,000 over last year. Our assigned fund increased from \$371,823 to \$501,770. However, we have had capital expenditures that were not in the 2021-22 budget: HVAC expenses, police department rifles, and ADA compliant complex foyer doors for a total of approximately \$88,000. Despite the salary savings due to the aforementioned departures, we will most likely end up with a reduction in the unassigned fund balance to cover the deficit. The City did receive roughly \$420,000 in America Rescue Plan Act (ARPA) funds and according to the new ruling, these funds can be used for revenue losses. However, the current budget was passed with an inflated budget number from this revenue source. The anticipated shortfall is \$372,000. Despite much discussion in Finance Committee meetings, the entire \$792,000 was entered as revenue but these funds are going to be disbursed over two years and not in one lump sum.

Over the last fiscal year, our capital expenditures were modest: we purchased All-Band Portable Radios for the Police Department, a new pick up truck with plow blade for the DPW, upgrades and repairs to complex HVAC system, and a leaf loader for fall cleanup totalling \$343,900. We also elected to accept a purchase offer from AT&T for the small tract of land adjacent to the yard waste plot for \$7,484. This land will now be available for future reorganization of that area.

The City was fortunate in receiving donations for a high quality drone, a thermal imaging camera, repairs to the Lighthouse and Bandshell, and additional funds for the K-9 program. In total, Menominee was gifted with just under \$120,000. Utilizing funds from the Klar bequest, the Recreation Department renovated and upgraded the playground equipment at Water Tower Park. High quality playground equipment is expensive and we, of course, went through a bid system for the project. The total cost of this undertaking was \$126,800. The Library also utilized a small portion of their Klar funds to create a professional AV area at the cost of \$9,300.

The City of Menominee, in conjunction with the Menominee County Road Commission, improved a large portion of 48th Avenue. Recall, that 48th Ave is owned by both the City and the County, the centerline dividing ownership. That project, thus far, has a total cost of \$631,409, including federal money in the amount of \$375,000. Last year, I indicated that we lacked a plan for the remaining road millage funds. We now have such a plan and Coleman Engineering and the Council have agreed upon a number of projects toward that end. Barley Trucking was awarded a \$6.2 million contract that will be financed through the balance of the remaining road improvement millage funds and the State of Michigan Revolving Loans which include water, \$3.5 million, and sewer, \$2 million. We must use these millage funds in a timely manner and, lacking a pool of funds to cover infrastructure under the streets, we are forced to borrow the money.

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. In addition to the vacant department head positions, we have a manpower shortfall. 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, if only by the rate of inflation, and we must become more innovative in our approach.

Innovation and increasing revenue leads me to my next point: Marijuana. There seems to be considerable confusion on this subject and I hope to provide clarity - but first let me unequivocally state: We did not approach this issue as a means of remedying our revenue shortfalls. When this issue was put to a statewide vote, legalization passed. It passed narrowly in Wards 1, 2, and 3; it failed in Ward 4. We took this into account when making policy decisions. The City had to make two choices: Did we want to opt out of medical marijuana and did we want to opt in for recreational marijuana. On the medical issue, we opted out, thereby putting the issue on hold until more regulations were put in place by the State. We did not even consider opting in for recreational sales for the very same reasons. We needed information. Lounges and clubs began popping up and we dealt with those issues but the fervor grew louder for retail recreational marijuana sales. As a Council, we decided that we needed to retain control and began carefully drafting an ordinance using the success and failures of other municipalities in Michigan as a guide. We approved our ordinance with no doubt that we had met our responsibility to our residents and that it was legally sound. While the Council decided to issue only two recreational licenses; there were 15 applications for them. We now find ourselves facing a number of anticipated lawsuits with the same allegation which are, in my opinion, completely without merit.

Although we do, as they say, really have our work cut out for us. I would like to end these remarks on a positive note. We have investments taking place, both large and small. The planned development for the K-Mart property will commence in the coming months. The scope of this project is enormous and will fill an important need in our community. We have several new businesses who have invested in Menominee and renovations underway on existing commercial structures. On a smaller but equally important scale, I have noticed many owners implementing improvements or performing complete facelifts to their homes.

Social media seems to have a steady stream of "less than helpful comments" regarding our community but I would like our residents to know that here at City Hall and across Menominee, we have dedicated staff and employees who strive for continuous improvement. For, example, the Assessing Department has worked hard to achieve compliance with the Computer Aided Mass Appraisal standards. These standards are a part of State reform with the goal of fair and equitable assessments for taxpayers. Department head Kathy Brofka again secured a clean, unqualified audit for the City as determined by Gabridge & Co. Joe Verlin of Gabridge remarked on the highest level of professionalism and cooperation of Mrs. Brofka and her team. Infrastructure Alternatives, operators of our water and wastewater services, was given a CDC award for optimum fluoridation of our drinking water. The Police Chief is doing two jobs. The City and Menominee Area Public Schools have partnered to have a school resource officer on board. This summer, the Fire Department held a Centennial open house that was both entertaining and educational for Menominee families. The Spies Public Library staff has made changes to better support their patrons. We have so many citizens who unselfishly give of their time to serve on boards, on commissions, in service groups, and in nonprofit organizations. Our high school students organize blood drives and fundraisers. Thank you doesn't go far enough in expressing gratitude for these innumerable contributions as this effort is vital to the success of our community.

In closing, I would like to stress that I believe if we push forward using our collective leadership abilities, become more innovative in our approach, adjust to conditions, seek out and take advantage of new opportunities, make decisions in a cost-effective manner, work as a team, and utilize all available tools to improve our City, greater progress and prosperity is possible for Menominee."

A report was heard from Interim City Manager Botbyl.

**RECOMMENDATION:**

At a December 14, 2021 meeting, the Planning Commission held a public hearing on the request from Glenn Rankinen and Melissa Vogltanz regarding rezoning the property located at 1610-15<sup>th</sup> Street (Parcel # 051-020-000-00) from M-1 Industry District to C-1, General Business District, and tabled the request. At a February 1, 2022 meeting, the Planning Commission discussed the request, completed the Findings of Fact, and they recommended to City Council that Council approve the request to rezone the property located at 1610-15<sup>th</sup> Street (Parcel # 051-020-000-00) from M-1 Industry District to C-1, General Business District contingent upon approval of necessary variances by the Zoning Board of Appeals.

PLANNING COMMISSION

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

AYES: Jones, Nutter, Plemel, Baron, DeDamos, and Stegeman  
NAYS: None

This motion was carried unanimously.

**BOARD RECOMMENDATION:**

At a February 10, 2022 meeting, the Water and Wastewater Utility Board discussed the bids received to provide emergency and non-emergency underground repairs of the City's water distribution and sanitary/storm sewer systems for two years beginning April 1, 2022 and ending March 31, 2024 with a possible additional one year renewal option, and they recommended to City Council that the Council award the contract to Barley Grading and Underground Utility Contractors and to authorize the Interim City Manager and City Clerk/Treasurer to execute the contract documents.

WATER AND WASTEWATER UTILITY BOARD

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

**BOARD RECOMMENDATION:**

At a February 11, 2022 meeting, the Spies Public Library Board discussed the bid received for the Fire Alarm System Upgrade at the Library and recommended to City Council that Council award the contract to Superiorland Electronics in the amount of \$16,611.00 with the funds to be expended from the Library Klar bequest and authorize the Interim City Manager to execute the documents.

SPIES PUBLIC LIBRARY BOARD

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

**MOTIONS AND RESOLUTIONS:**

The following resolution was presented for consideration next:

**RESOLUTION #2022-002  
A RESOLUTION OF THE COUNCIL OF  
THE CITY OF MENOMINEE, MICHIGAN  
AMENDING THE MASTER SCHEDULE OF FEES AND CHARGES.**

**WHEREAS**, the Michigan Constitution provides local governments with the power and authority to adopt resolutions and ordinances relating to its municipal concerns, property, and government, subject to the Constitution and law;

**WHEREAS**, the City of Menominee is a Michigan Home Rule City, and is permitted by the Michigan Home Rule Cities Act to provide in its charter for the exercise of municipal powers for the management and control of municipal property and for the administration of the municipal government;

**WHEREAS**, Section 2.11 of the Charter of the City of Menominee establishes that the City of Menominee may legislate by resolution those matters pertaining to the internal affairs or concerns of the City government not otherwise enumerated there;

**WHEREAS**, various ordinances in the 2013 City of Menominee ordinance codification, effective March 1, 2013, require fees and other charges to be established by resolution of the Council;

**WHEREAS**, the purpose of this Resolution is to amend the "Schedule of Fees and Charges";

**NOW, THEREFORE**, be it resolved by the Council of the City of Menominee as follows:

**Fee Schedule – River Park Campground**

**Full Hook-Up**

Daily	\$35.00
Weekly	\$210.00
Monthly	\$640.00

**Electric Only**

Daily (Pop up)	\$25.00
Daily Tent	\$20.00

**Other Registered Campers**

Overnight Guests	\$4.00/Night
Additional Adults (18+)	\$4.00/Night
Early Arrival Fee	\$10.00
	\$25.00

Pavilion Reservation (4 hours)

Pavilion Reservation (all day)      ~~\$50.00~~

Dump Fee      ~~\$5.00~~

	Nightly	Weekly	Monthly	Sites #'s
<b>Standard Full Hook-up Site</b> (City water, & sewer) 20/30 amp, wifi, fire ring at most sites or shared, secured picnic table	\$35.00	\$210.00	\$720.00	10-13, 27-32, 35-41, 45-48, 51, 52
<b>Prime Full Hook-up Site</b> (City water, & sewer) 20/30 amp, wifi, full service pull thru, accessibility waterfront, water view, close proximity playground individual fire ring, secured picnic table	\$40.00	\$240.00	\$840.00	1-5, 6-9, 14-21, 22-25, 26, 33-34, 42-44, 49, 50, 53, 54
<b>Electric Only: Tent Site (3-day max)</b>	\$20.00	N/A	N/A	55-58
<b>Electric Only: Pop-up, Truck Camper</b>	\$25.00	\$175.00	N/A	55-58
<b>Over-night camper guest fee</b>	\$5/per person			
<b>Early Arrival Fee (if site available)</b>	\$10.00			
<b>Pavilion (reservable registered campers) not to exceed 15 people or 8 p.m.</b>	\$25/4 hrs. \$50/6 hrs.			
<b>Shower (non-campers)</b>	\$5/day per person			
<b>Entrance Fee (non-campers, special events)</b>	\$5/day per person			
<b>Vehicle Washing</b>	\$20/day			

Facility usage (adjacent to the campground)

Dump Station - \$5/use – Non-Registered Campers (including city residents)

Mystery Ship Boat Launch \$3/daily

Fish Cleaning Station – Free to all users

Municipal Parking Lot – (free for non-registered vehicles; including individuals visiting a camper)

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

AYES: Jones, Plemel, Baron, DeDamos, Nutter, and Stegeman      NAYS: None

This motion was carried unanimously.



**PUBLIC COMMENT:**

Mayor Stegeman opened the public comment session and thanked Steve Fifarek for his service as a member of City Council.

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

**ADJOURN TO CLOSED SESSION:**

A motion was made by Council Member Jones and seconded by Council Member Plemel to adjourn to closed session to discuss pending marihuana related litigation.

AYES: Jones, Plemel, Baron, DeDamos, Nutter, and Stegeman

NAYS: None

This motion was carried unanimously.

**RETURN TO OPEN SESSION:**

A motion was made by Council Member Jones and seconded by Council Member Nutter to return to open session. 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.

  
Susan K. Johnson

/skj

**COMMITTEE REPORT:**

At a March 15, 2022 meeting, the Finance Committee discussed the Small Urban Planning (SUP) Grant project to resurface 13<sup>th</sup> Street from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue and the need for services, and they recommend to City Council that Council accept Coleman Engineering's proposal in the amount of \$48,500.00 to provide construction engineering services in connection with our Small Urban Planning Grant project and authorize the Interim City Manager to sign Agreement No. 190139; Work Order No. 02.

FINANCE COMMITTEE

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

	BARON	DeDAMOS		JONES	KLITZKE	NUTTER	PLEMEL	POHLMANN	STEGEMAN
AYES									
NAYS									



City of Menominee  
**City Council**  
Agenda Item

**TITLE:** 13<sup>th</sup> Street from 10<sup>th</sup> to 26<sup>th</sup> Avenues - Engineering Contract for Coleman Engineering

Requesting Agency: Administration

Meeting Date: March 21, 2022

Contact: Brett Botbyl, Interim City Manager

Public Hearing: N/A

Phone: 906-863-1747

Advertising Date: N/A

Council District: 1 & 3

Attachments: Coleman Proposal Letter

**PURPOSE:**

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

**BACKGROUND:**

Coleman Engineering Company (CEC) assisted the City of Menominee in applying for and securing grant funds through the Small Urban Grant Project. This project was identified as a Small Urban Planning (SUP) and Construction project for road improvements with an estimate of \$695,000.00. The SUP program provides \$375,000.00 Grant and the city's costs is \$320,000.00. Construction is planned for spring of 2022 but funding for the project will be provided in FY 2021.

In March 2021, City Council accepted Coleman Engineering's proposal in the amount of \$1,500.00 to complete the environmental documentation and \$29,000.00 to complete the design and construction portions for the scope of work for a total of \$30,500.00.

On August 16, 2021, City Council adopted a resolution accepting the terms of Michigan Department of Transportation Contract No. 21-5331 hot mix asphalt cold milling and paving, concrete sidewalk and sidewalk ramps and pavement markings along 13<sup>th</sup> Street from 10<sup>th</sup> Avenue to 26<sup>th</sup> Avenue.

On February 15, 2022 Coleman Engineering submitted a proposal in the amount of \$48,500 to provide construction engineering service for the 13<sup>th</sup> Street project.

**BUDGET IMPACT:**

The budget for this work is not to exceed \$48,500 and funds are budgeted in 202-451-981.139 (Major Streets).

**STAFF RECOMMENDATION / ACTION REQUESTED:**

Interim City Manager Botbyl recommends accepting Coleman Engineering Company's proposal in the amount not to exceed \$48,500 for construction engineering services in connection with our Small Urban Planning Grant project and authorize the Interim City Manager to sign Agreement No. 190139; Work Order No. 02.

**COMMITTEE RECOMMENDATION / ACTION:**

At a March 15, 2022 meeting, the Finance Committee recommended to City Council that Council accept Coleman Engineering's proposal in the amount of \$48,500.00 to provide construction engineering services in connection with our Small Urban Planning Grant project and authorize the Interim City Manager to sign Agreement No. 190139; Work Order No. 02.



## COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

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

February 15, 2022

Mr. Brett Botbyl  
City Manager  
City of Menominee  
2511 10<sup>th</sup> Street  
Menominee, MI 49858

Re: Professional Engineering Services  
13<sup>th</sup> Street Small Urban Mill and Overlay Project  
Construction Phase Services

Dear Mr. Botbyl:

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

This project will consist of the mill and overlay of 13<sup>th</sup> Street from 10<sup>th</sup> Avenue north to 26<sup>th</sup> Avenue. Sidewalks ramps will be upgraded at each intersection from 11<sup>th</sup> Avenue north to 25<sup>th</sup> Avenue. It is our understanding that the project has been bid and Payne and Dolan will be the contractor for the project. Construction is anticipated to begin immediately in the spring of 2022. Construction is anticipated to be completed in six weeks from the onset of construction.

CEC will undertake the following tasks to complete this project:

Construction Phase:

1. Perform project field testing and full-time construction inspection, including, but not limited to, material sampling, documenting, density testing, etc., as required by the project plans, proposal and all related construction contract documents. All services will be performed by MDOT certified personnel. CEC has estimated a six week construction timeframe based on the draft schedule provided by Payne and Dolan.
2. Provide Certified Computerized Office Technician and utilize FieldManager software for documenting material certifications, entering IDRs, performing estimates, contractor evaluations, etc.

3. Provide Certified Hot Mix Asphalt Laboratory Technician for HMA mix testing as required by the project plans, proposal and all related construction contract documents.
4. Review, monitor, document and advise on Contractor's temporary and permanent soil erosion and sediment control measures.
5. Review, monitor, document and advise on Contractor's temporary traffic control operations, as needed.
6. Use ProjectWise to upload project related documentation, as required.
7. CEC will perform wage rate interviews, review Federal/State labor laws posters, and complete all appropriate MDOT forms, as required.
8. CEC will facilitate pre-construction, pre-production and final inspection meetings, as required.
9. Construction survey/layout is included as part of our proposed scope of services and fee.
10. Coordinate with affected utilities and work to resolve any conflict during construction.

Fee:

CEC proposes to provide the above referenced professional engineering services on a time and materials basis for a total not-to-exceed fee \$48,500 to complete construction portions of the project.

Assumptions:

Construction inspection is estimated at six weeks at 50 hours per week.

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

Sincerely,  
COLEMAN ENGINEERING COMPANY



Scott Nowack, P.E.  
Project Manager

SAN/grp

Attachment

AGREEMENT NO. 190139

PROJECT NO. 210185

WORK ORDER NO. 2

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

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

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

PROJECT: 13<sup>th</sup> Street Small Urban Mill & Overlay Project  
Construction Phase Services

SERVICES: As described in our proposal letter dated February 15, 2022, a copy of which is attached and made part of this contract.

FEES: Services will be completed for a not to exceed fee of \$48,500 for the scope of work, the assumptions and the conditions set forth in our proposal dated February 15, 2022, a copy of which is attached and made part of this contract.

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

**SPECIAL TERMS AND CONDITIONS:**

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

**AUTHORIZATION**

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

Requested By:  
THE CITY OF MENOMINEE

Accepted By:  
COLEMAN ENGINEERING COMPANY

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

By:  \_\_\_\_\_  
Scott Nowack, P.E.

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

Title: Project Manager

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

Date: February 15, 2022

**COMMITTEE REPORT:**

At a March 15, 2022 meeting, the Finance Committee discussed equipment needs in Recreation/River Park Campground and they recommend to City Council that Council approve the purchase of the Chevrolet Colorado from Berger Chevrolet, Inc., as the State MI Deal Vendor, in the amount of \$28,781 with allocated funds of \$14,000 from the General Fund and \$14,781 from the River Park Campground Fund.

FINANCE COMMITTEE

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

	BARON	DeDAMOS		JONES	KLITZKE	NUTTER	PLEMEL	POHLMANN	STEGEMAN
AYES									
NAYS									



City of Menominee  
City Council  
Agenda Item

**TITLE: Recreation/River Park Campground Pickup**

Requesting Agency:	Recreation/Campground Dept	Meeting Date:	March 21, 2022
Contact:	Joanie Kosewski, Director	Public Hearing:	NA
Phone:	863-1737	Advertising Date:	NA
		Council District:	City Wide
Attachments:	Pickup Truck Bid Specifications		

**PURPOSE:**

Request to purchase a new Chevrolet Colorado pickup truck through MI DEAL municipal program for use Recreation Department and River Park Campground.

**BACKGROUND:**

The 21/22 budget capital outlay includes a pickup truck for use at the campground and recreation department. The current 20year-old truck reaching the end of life use and will be replaced. Pickup trucks are an essential piece of equipment for delivering services and used for numerous functions, maintenance work, hauling fuel, barricades, tables, program equipment and other similar job-related activities, between the two departments. The attached quote is from Berger Chevrolet, Inc. Grand Rapids, MI which is the MI Deal vendor for this type of vehicle.

**BUDGET IMPACT:**

The Capital Outlay budget allocated \$24,000 for the purchase - General Fund \$14,000 and River Park Campground \$10,000. However, due to inflation and inventory supply demand, there's an increase of \$4,781.00, of which will be expensed in the River Park Campground Fund.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

Staff respectfully request that the Finance Committee approve the purchase of the Chevrolet Colorado from Berger Chevrolet, Inc. in the amount of \$28,781. as the State MI Deal Vendor and to recommend to City Council that the Council approve the purchase of the vehicle.

**COMMITTEE RECOMMENDATION / ACTION:**

At a March 15, 2022 meeting, the Finance Committee recommended to City Council that Council approve the purchase of the Chevrolet Colorado from Berger Chevrolet, Inc., as the State MI Deal Vendor, in the amount of \$28,781 with allocated funds of \$14,000 from the General Fund and \$14,781 from the River Park Campground Fund.





## Vehicle Locator

### Dealer Information

**BERGER CHEVROLET, INC.**  
2525 28TH ST SE  
GRAND RAPIDS, MI 49512  
Phone: 616-949-5200  
Fax: 616-949-3775

1GCHTBEN4N1154237

Model Year: 2022

Make: Chevrolet

Model: Colorado

12M53-WT Extended Cab

PEG: 4WT-Work Truck Option Package 4WD

Primary Color: G9K-Satin Steel Metallic

Trim: H2R-Jet Black / Dark Ash Cloth Interior Trim

Engine: LGZ-Engine: 3.6L, 6Cyl Gas

Transmission: M5T-8-Speed Automatic Transmission

Event Code: 4300-Intermediate Delivery

Order #: BBFMFP

MSRP: \$32,851.25

Order Type: FBC-Fleet Political Subdivision

Stock #: EXTRA

Inventory Status: N/A

Total Cash Allowance:\* \$500.00  
(Expires on 02/28/2022)

Total Cash Allowance:\* \$500.00  
(Expires on 02/28/2022)

### Additional Vehicle Information

### GM Marketing Information

### Vehicle Options

#### Chargeable Options

	MSRP
G80-Automatic Locking Rear Differential	\$325.00
LGZ-Engine: 3.6L, 6Cyl Gas	\$1,485.00
PCN-WT Convenience Package	\$530.00
R9Y-Fleet Free Maintenance Credit	-\$33.75
Z82-Trailer Package	\$250.00

#### No Cost Options

FE9-Federal Emissions  
FLT-FLEET  
GU6-Rear Axle, 3.42 Ratio  
M5T-8-Speed Automatic Transmission  
R6D-FLT-BID ASSISTANCE/CE  
VQ2-FLT-FLEET ORDERING ASSISTANCE

#### Other Options

4WT-Work Truck Option Package 4WD  
A91-Remote Locking Tailgate  
ATG-Remote Keyless Entry  
BW5-Black Exterior Molding, B/S, Side Window  
C4F-GVW Rating: 5,900 Lbs  
CTT-Hitch Guidance  
D72-Exterior Door Handles, Black  
  
G9K-Satin Steel Metallic  
IOR-Audio System, w/ color touch screen  
NQ7-2 Speed Transfer Case, 4WD  
QHR-Tire: 255/65R17 All-season, Blackwall  
  
RM7-Spare Wheel, 17 x 8.0 Steel  
UDC-Enhanced Driver Information Center  
UQ3-Enhanced Audio Speaker System  
UTJ-Theft Deterrent Electrical, Unauthorized Entry  
VJH-Chrome Rear Bumper  
ZAO-Tire, Spare: 255/65R17, All-season, Blackwall

5GD-Tow/Haul Mode  
AH6-Seat Adjuster, Driver 4-way Power  
B38-Floor Covering, Vinyl  
BWN-Rear Bumper Corner Assist Steps  
C67-Single-Zone Manual Air Conditioning  
D31-Interior Rearview Tilt Mirror  
DBI-Exterior Manual Control, Folding Mirrors, Black  
H2R-Jet Black / Dark Ash Cloth Interior Trim  
K34-Electronic Automatic Cruise Control  
PPA-EZ-Lift and Lower Tailgate  
RAP-Wheels, 17" x 8", Steel, Ultra Silver Metallic  
U2K-SiriusXM Satellite Radio  
UJN-Tire Fill Alert  
UST-Dual USB Ports (Front)  
UVC-Rear Vision Camera  
  
VJQ-Front Recovery Hooks

"~" indicates vehicle belongs to Trading Partner's inventory

#### Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Cash Allowance is calculated based on your dealer's Zip Code. Customer must take delivery by 02/28/2022.

## BID PER ENCLOSED SPECIFICATIONS

Menomoniee Park and Recs  
MI DEAL 0070-4WDL

Park and Recs  
TAX EXEMPT SALE  
2022 On Order Vehilde  
In System Order No Changes

Cost per vehicle	\$	\$28,766.00
State Title Fee		\$15
TOTAL		\$28,781.00

### Vehicle Description:

Year 2022  
Make Chevrolet  
Model Colorado EXT CAB  
12M53  
Color Satin Steel Grey Matalli

Dealer Options Cost to be added

Delivery S Mackinaw Visitor Center Included

Rust Proof Inner \$399

Rust Proof Under Body \$399

Fabric Protection \$349

Spray in Bed Liner \$698

Drop In Bed Liner \$598

Muni Sale Tax Exempt

### Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Direct (616) 575-9627

Fax (616) 988-9178

Signature Dale R Kramer

Printed Signature DALE R. KRAMER

Date 2/22/2022

**Quote accepted to order**

**COMMITTEE REPORT:**

At a March 15, 2022 meeting, the Judicial and Legislative/Personnel and Labor Committee discussed waiving the residency policy for Tyler Salesky, an existing Firefighter, and they recommend to City Council that Council approve waiving the residency policy for this employee.

**JUDICIAL & LEGISLATIVE/PERSONNEL & LABOR COMMITTEE**

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

	BARON	DeDAMOS		JONES	KLITZKE	NUTTER	PLEMEL	POHLMANN	STEGEMAN
AYES									
NAYS									



City of Menominee  
**City Council**  
Agenda Item

**TITLE:** Firefighter Tyler Salesky's request to live beyond the 20 mile residency requirement

**Requesting Agency:** Fire Chief

**Meeting Date:** March 21, 2022

**Contact:** Mark Petersen

**Public Hearing:**

**Phone:** 906-863-1778 / 906-290-2281

**Advertising  
Date:**

**Council District:** City Wide

**Attachments:** A: Request from Tyler Salesky, Personnel Policy, Contract Language

**PURPOSE:**

Consider Firefighter Tyler Salesky's request to live outside the 20 mile residency requirement.

**BACKGROUND:**

Tyler Salesky is requesting permission to reside outside the 20 mile residency requirement. Tyler is planning to build a house on his family's farm/property. I don't believe that allowing Tyler to reside at the location proposed on the included map will have any significant impact on the Fire Department's operation.

**BUDGET IMPACT:**

None

**STAFF RECOMMENDATION / ACTION REQUESTED:**

Staff recommends that City Council approve waiving the residency policy for this employee.

**COMMITTEE RECOMMENDATION / ACTION:**

At a March 15, 2022 meeting, the Judicial and Legislative/Personnel and Labor Committee recommended to City Council that Council approve waiving the residency policy for Tyler Salesky, an existing Firefighter.

**Tyler Salesky**

N1997 Behnke School Rd,  
Coleman WI, 54161  
920-591-1900

January 11, 2022

To Whom It May Concern:

I am an employee of the City of Menominee Fire Department, and I would like to build a house on our family's farmland. The land is located in Wisconsin and is 23.15 miles to the west of the City of Menominee. The current residency requirement is to live within 20 miles from the city limits. I am inquiring about receiving a variance from the City of Menominee, so I can build a house on a piece of this land that is approximately 3.15 miles out of the residency requirement range. Thank you for this consideration.

Sincerely,

A handwritten signature in black ink that reads "Tyler Salesky". The signature is written in a cursive, flowing style.

Tyler Salesky

**COMMITTEE REPORT:**

At a March 15, 2022 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 Recruits to a Police Academy and authorize the Interim City Manager to execute the necessary documents.

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

	BARON	DeDAMOS		JONES	KLITZKE	NUTTER	PLEMEL	POHLMANN	STEGEMAN
AYES									
NAYS									



## City of Menominee City Council Agenda Item

### TITLE: Police Recruit Academy Sponsorship

Requesting Agency:	Administration	Meeting Date:	March 21, 2022
Contact:	Brett Botbyl, Interim City Manager	Public Hearing:	N/A
Phone:	906-863-1747	Advertising Date:	N/A
		Council District:	
Attachments:	1) NMU Police Academy General Information 2) Grand Rapids sponsorship information 3) Portage sponsorship information 4) Sample Tuition Agreement 5) Sample of Memorandum of Understanding with Police Union		

#### PURPOSE:

To discuss and approve the proposed sponsoring of Police Recruits to a Police Academy to ensure the recruitment and hiring of certifiable police officers for our Police Department.

#### BACKGROUND:

Over the past couple of years, it has been increasingly difficult to find police officer applicants. Presently we have two police officers that are resigning to go to other police departments and have one position that we have not filled since March 2019. This problem is a nationwide issue and many police departments have started to sponsor recruits to a police academy in an effort to hire police officers. We have researched what other departments are doing from sign on bonuses, to paying for police academies.

We have been in contact with our Police Union to draft a Memorandum of Understanding so we are in compliance with the current Police Officer Union Contract. We are looking at a Police Academy Tuition Agreement where the City will pay 100% of the total cost of tuition, and mandatory institutional fees to include uniforms, books, and other classroom materials for the recruit to complete the Police Academy. The recruit would also be paid an hourly wage and be covered under workers compensation, but not covered under health care benefits.

In return the recruit would agree to remain employed by the City of Menominee for a 48 month term. If the employee resigns or is terminated within the 48 months following the Police Academy, the employee would be responsible for repaying the city for all tuition expenses paid during their time at the Police Academy.

There are different variations to this agreement with respect to proration etc. that can be discussed.

I am now providing copies of the sponsorship information for your review.

#### BUDGET IMPACT:

Costs for the upcoming Academy can be covered from wages and benefits not being utilized in the Police Department budget from officer attrition.

#### STAFF RECOMMENDATION / ACTION REQUESTED:

To approve the process to start the Sponsorship program and authorize the Interim City Manager to execute the necessary documents.



**COMMITTEE RECOMMENDATION / ACTION:**

At a March 15, 2022 meeting, the Judicial and Legislative/Personnel and Labor Committee recommended to City Council that Council approve the sponsoring of Police Recruits to a Police Academy and authorize the Interim City Manager to execute the necessary documents.

# Northern Michigan University Regional Police Academy

## General Information

Approximate Cost:			
	Academy Fee	\$4,900.00	
	Uniforms/Boots	\$575.00	
	NMU Application Fee	\$30.00	
	Reading/Writing Exam	\$65.00	
	Physical Fitness Test	\$45.00	
	Fingerprints	\$45.00	
	Licensing Exam	\$75.00	
	Medical Exam	\$284.00	
	Total	\$6,019.00	

\*\*\*Medical, eye and hearing exams costs are the responsibility of the recruit

Financial Aid:	Contact Mike Rotundo	(906)2271575	
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Important Dates:			
	Orientation Meetings	Oct 26, 2021	Room 132 Jacobetti Complex
	Mandatory Meeting	Dec 1 or Dec 2, 2021	Room 132 Jacobetti Complex
	Testing	Jan/Feb 2022	
	Application Deadline	5:00pm Feb 25, 2022	
	Interviews/Uniforms	March 8-10, 2022	Room 132 Jacobetti Complex
	First day of Academy	May 2, 2022	
	Graduation	Aug 17, 2022	

Testing:			
	January 21, 2022	PT 8:00 am	R/W 10:30 am
	February 4, 2022	PT 8:00 am	R/W 10:30 am
	February 11, 2022	PT 8:00 am	R/W 10:30 am

PT – Must sign up by calling (906)227-1408. Bring the signed Physician Physical Screening Form, \$45.00 check/cash, Operator's license, pen or pencil. Test is held in the Vandament Arena located in the Physical Education Instructional Facility.

MCOLES – Register for the MCOLES Reading/Writing by going to [www.bbtesting.com](http://www.bbtesting.com). The test is held at the MARESA Building 321 E Ohio St, Marquette, MI 49855.



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/ [VIEW LAW ENFORCEMENT JOB POSTINGS](#)

## **Grand Rapids Police Department Sponsored Police Recruit Position Opening Date: 01/31/2022 Closing Date: 02/14/2022**

For more info and to apply, visit: <https://www.governmentjobs.com/careers/grandrapids/jobs/3401004/police-recruit-22-05>

### **Police Recruit (22-05)**

This recruitment process is for the selection of candidates to be hired by the City of Grand Rapids in August 2022, at which time selected candidates will be sponsored to attend a designated Police Academy. A mandatory Police Academy Orientation at GVSU, will be held on July 29, 2022. The Police Academy starts on August 29, 2022 and concludes with graduation on December 9, 2022. You must be available for the orientation and entire training academy and pass the MCOLES State Licensing Exam for Police Officers at the end of the academy. If selected, you will be a paid City of Grand Rapids Police Department employee from the start of the Academy in August 2022 with the expectation that your employment will continue after academy graduation and passing the licensing exam, which would result in promotion to the Police Officer classification. Grand Rapids Police Officers respond to emergency calls for service on a 24-hour a day basis.

[www.governmentjobs.com](http://www.governmentjobs.com)

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[Policies](#) [Michigan News](#) [ADA](#)

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**CITY OF GRAND RAPIDS**  
invites applications for the position of:  
**Police Recruit (22-05)**

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**SALARY:** \$23.73 - \$23.73 Hourly  
\$49,359.99 - \$49,360.01 Annually

**OPENING DATE:** 01/31/22

**CLOSING DATE:** 02/14/22 11:59 PM

**NATURE OF WORK:**

This recruitment process is for the selection of candidates to be hired by the City of Grand Rapids in August 2022, at which time selected candidates will be sponsored to attend a designated Police Academy. A mandatory Police Academy Orientation at GVSU, will be held on July 29, 2022. The Police Academy starts on August 29, 2022 and concludes with graduation on December 9, 2022. You must be available for the orientation and entire training academy and pass the [MCOLES State Licensing Exam](#) for Police Officers at the end of the academy.

If selected, you will be a paid City of Grand Rapids Police Department employee from the start of the Academy in August 2022 with the expectation that your employment will continue after academy graduation and passing the licensing exam, which would result in promotion to the Police Officer classification.

Grand Rapids Police Officers respond to emergency calls for service on a 24-hour a day basis. These positions perform duties that deter crime, respond to citizen calls for service, protects property, and resolves conflicts between different people. Officers interact with the public on a daily basis.

**MINIMUM TRAINING AND EXPERIENCE:**

- Must be at least 18 years of age.
- Must have a valid driver's license and be able to obtain a Michigan's Driver's license by date of hire.
- Must have a high school diploma or GED.
- Some experience involving communicating with people under varying circumstances.
- Ability to pass a background investigation
- Ability to meet [MCOLES requirements](#). Please review the requirements [HERE](#).

**OTHER NECESSARY QUALIFICATIONS:**

- Pass MCOLES Reading and Writing Exam
- Pass MCOLES Physical Fitness pre-employment examinations within 180 days of starting a Police Academy
- Other MCOLES minimum requirements reference the following standards: Physical Ability, Hearing standards, Psychological Fitness, Vision/Color standards, Training requirements,

Licensing Exam, Fingerprinting, Oral Interview and drug testing  
(<http://www.michigan.gov/mcoles>)

## OTHER INFORMATION:

### **EXPECTED HIRING TIMELINE (Dates may be subject to change)**

- Application Deadline: February 14, 2022
- Civil Service Test: February 18 thru February 28, 2022 ([New Study Guide Link](#))
- Background Packet to be received upon passing test
- Background Packets Due Date: 14 days from receipt
- MCOLES pre-Academy testing requirement: (link: MCOLES pre-Academy [Reading/Writing](#) and [physical agility](#) testing requirements.) All MCOLES tests must be submitted by April 14.
- Interviews: March 30th, April 13th and 20th
- Chief's Interviews: June 9th and 10th
- Mandatory Police Academy Orientation: July 29, 2022
- Police Academy begins: August 29, 2022

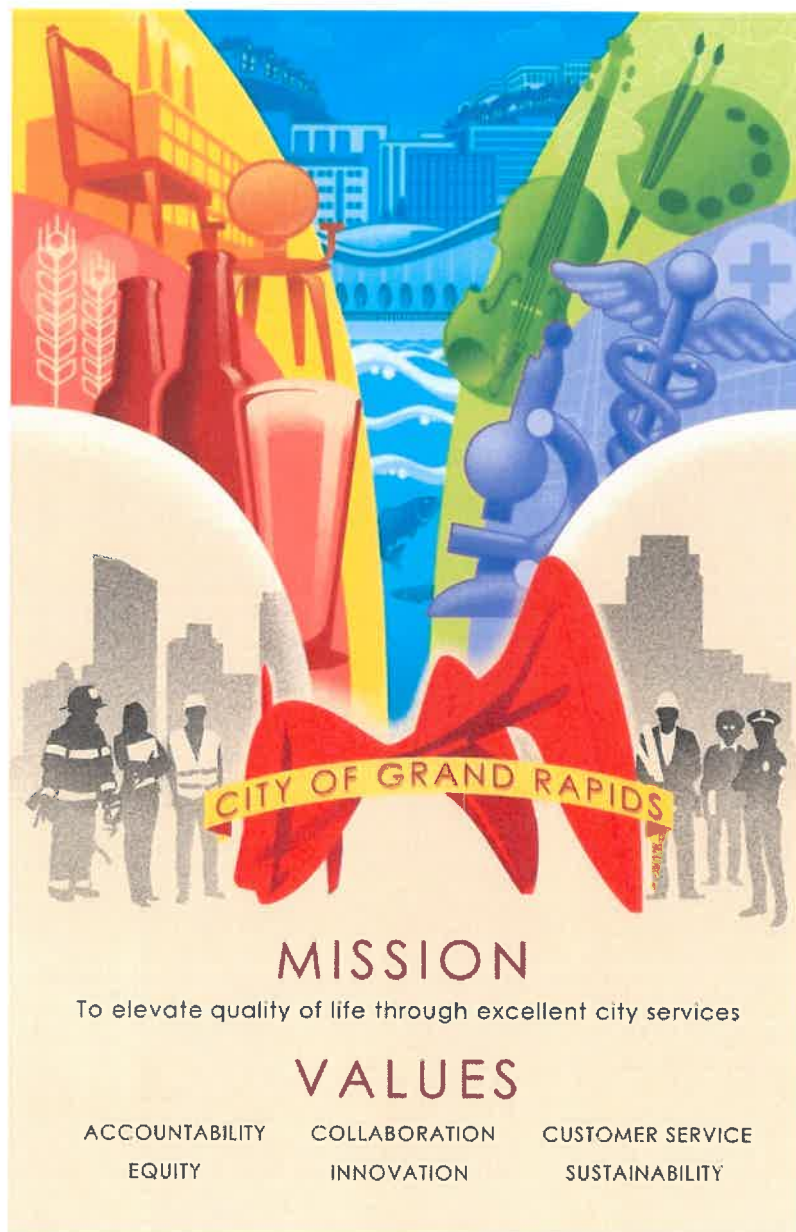
[Learn More at GRPD's website here](#)

All communication regarding this position will be done via email. Please ensure that your email address is up-to-date on your account profile.

**THIS POSITION IS NOT COVERED BY SOCIAL SECURITY. FOR MORE INFORMATION ABOUT THIS, PLEASE CLICK [HERE](#).**

*Should an applicant need any disability related accommodation or other consideration in the application or selection process, please notify the human resources department upon submittal of application*

*The City of Grand Rapids does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy or gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.*



<https://www.youtube.com/watch?v=2dR4v8x-iZY&feature=youtu.be>

APPLICATIONS MAY BE FILED ONLINE AT:  
<http://www.grandrapidsmi.gov/jobs/human-resources-Department>

Position #219 - 0122 (22/05)  
 POLICE RECRUIT (22-05)  
 GB

300 Monroe Ave, NW  
 8th Floor, Room 880  
 Grand Rapids, MI 49503-2206  
 (616) 456-3176

[jobs@grcity.us](mailto:jobs@grcity.us)

### Police Recruit (22-05) Supplemental Questionnaire

- \* 1. Did you graduate from high school or receive a GED?



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/ [VIEW LAW ENFORCEMENT JOB POSTINGS](#)

## **City of Portage Police Officer Recruit (Sponsored) Opening Date: 02/01/2022 Closing Date: 05/01/2022**

**CONTACT PERSON:** Betsy Loebig

**TELEPHONE:** 269-329-4494

**EMAIL:** [loebige@portagemi.gov](mailto:loebige@portagemi.gov)

**WEBSITE:** [www.mi-portage.civicplushrms.com/careers/](http://www.mi-portage.civicplushrms.com/careers/)

Are you currently in a police academy or plan on attending one in the fall of 2022? The City of Portage would like to invest in the future of deserving candidates and the Portage Police Department by sponsoring cadets in the police academy and providing career opportunities. The individuals sought are those who have taken initiative to gain higher education, have proven communication skills, demonstrated integrity, and have a passion for service and caring for the community.

The starting salary for the Police Officer Trainee position is \$44,221.00 annually, paid on an hourly basis with benefits. Within five years, the annually salary for an Officer increases to \$74,039.97. The cost of tuition, books, and required test fees will be provided upon the signing of a sponsorship cost agreement. Sponsorships for Fall 2022 will be for Kalamazoo Valley Community College Police Academy. Upon successful completion of the police academy and receiving the MCOLES certification, the position will be converted to the position of Police Officer. The starting salary for the Police Officer position is \$50,120.34 annually, paid on an hourly basis.

Complete details are available with online application.

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[Policies](#) [Michigan News](#) [ADA](#)

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## Recruitment



Are you interested in pursuing a career that offers meaningful work, a chance to make a difference in your community and the excitement of responding to a broad range of unique and challenging experiences? The Portage Department of Public Safety - Police Division is looking for you!

**Find a Place to be More! It's Here. It's PORTAGE.**



[Click here to view Employment Opportunities](#)

## Lateral Transfer Program



The Portage Department of Public Safety (PDPS) Lateral Transfer Program affords certified Police Officers the opportunity to join the Portage Department of Public Safety – Police Division. Officers who have excelled in their law enforcement careers and are up to the task of meeting the high standards of the PDPS can apply now!

Candidates with prior full-time police experience will be hired in at an advance pay step based on prior years of service up to Step D of the current Portage Police Officer's Association collective bargaining agreement.

Step D is currently \$30.39 per hour/\$63,212.79 annually. After completion of the one-year probationary period, officers advance to Step E \$32.64 per hour/\$67,915.74 annually and Step F \$34.89 per hour/\$72,588.21 annually after two years.

The Portage Department of Public Safety will offer lateral transfers to MCOLES-certified officers who are:

- currently employed full-time as a police officer within the State of Michigan;
- a separated officer within the last year from full-time service from a police department within the State of Michigan (subject to successful re-licensure by MCOLES); or
- an out-of-state officer currently employed full-time as a police officer and who qualifies to reciprocal licensure as defined by MCOLES.

Lateral candidates must be at least 21 years old, a U.S. citizen, possess an associate's degree, and have no felony convictions, including expunged convictions. Successful candidates must obtain a valid Michigan driver license upon hire. Successful candidates must also complete all required tests and evaluations.

Are you ready to make the move to Portage? [APPLY NOW!](#)





The City of Portage, Michigan is rich with opportunities – a family-oriented city of about 50,000 people with a high quality of life, a strong economy, and outstanding educational choices for lifelong learning. Portage Public Schools offers a high-quality education to Portage students. Portage has bountiful natural resources, including seven lakes, state game areas, significant open spaces, and wetlands. The community provides 18 parks, including four dedicated to nature preservation, and more than 57 miles of bikeways and multi-use trails, making the City of Portage ***A Natural Place to Move***. Portage combines the convenience of an urban lifestyle with that of a close-knit, friendly community.

Approximately mid-way between Chicago and Detroit along Interstate 94, Portage is within 300 miles of Cleveland, Indianapolis, and Milwaukee and 50 miles from Grand Rapids and South Bend.

**The City of Portage** | A Natural Place  
to Move

» [Legal Disclaimer](#) » [Copyright Info](#) » 7900 South Westnedge Avenue

» Portage, MI 49002 » Mon thru Fri, 8 AM to 5 PM



Government Websites by [CivicPlus®](#)



# MENOMINEE POLICE DEPARTMENT

2509 10th Street  
Menominee, MI. 49858

Chief Brett J. Botbyl  
Captain Justin Hofer

Telephone (906) 863-5568  
Fax (906) 863-9393

February 7, 2022

## Police Academy Tuition Agreement

The City of Menominee agrees to send the undersigned Employee to the Police Academy to obtain skills required for their position as a City of Menominee Police Officer. The Employee has voluntarily requested to attend the Police Academy and has been approved for financial assistance through the City of Menominee. By submitting his/her application to the City, the Employee's agreement to accept the Police Academy Tuition described herein is wholly voluntary and not a condition of continued employment.

The City of Menominee agrees to pay 100% of the total cost of tuition and mandatory institutional fees, including uniforms, books and other classroom materials, necessary for the Employee to complete the Police Academy Program. Employee agrees that the City of Menominee will provide the Police Academy Tuition only if the Employee submits proof of successful pre-academy reading/writing and physical fitness tests and acceptance from a Police Academy deemed acceptable to the City and has met all State of Michigan standards for employment as a police officer.

By voluntarily receiving the Police Academy Tuition benefit described herein, Employee agrees to remain employed by the City of Menominee and serve as a Police Officer for a minimum of an additional 48 calendar months following his/her completion of the coursework necessary for the receipt of the required Police Academy certification. Nothing herein serves as a contract for employment and each Employee remains subject to all applicable City of Menominee policies, procedures, and collective bargaining agreements.

Employee agrees to repay immediately to the City of Menominee the amount of the Police Academy Tuition received by him/her or paid on his/her behalf, if Employee resigns, retires, or is terminated, as a police officer, from the City of Menominee for any reason other than being laid off by the City prior to the completion of the 48 calendar months following his/her completion of the Academy.

Employee shall be responsible for all tax consequences or payments, if any, associated with his/her receipt of the Police Academy Tuition benefit described herein.

\_\_\_\_\_  
[Signature of Employee]

\_\_\_\_\_  
[Signature of City Manager]

\_\_\_\_\_  
[Name of Employee]

\_\_\_\_\_  
[Signature of Police Chief]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_





# MENOMINEE POLICE DEPARTMENT

2509 10th Street  
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Employee shall be responsible for all tax consequences or payments, if any, associated with his/her receipt of the Police Academy Tuition benefit described herein.

\_\_\_\_\_  
[Signature of Employee]

\_\_\_\_\_  
[Signature of City Manager]

\_\_\_\_\_  
[Name of Employee]

\_\_\_\_\_  
[Signature of Police Chief]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Letter of Understanding

Between

The City of Menominee and

The General Teamsters Local Union 406

Representing

The Menominee Police Officers Association

RE: Police Officer Recruit

1. PURPOSE: The purpose of this Letter of Understanding (LOU) is to establish a Police Officer Recruit position within the Menominee Police Department.
2. TERM: The term of the agreement will be in effect until the expiration of the current collective bargaining agreement, 6/30/2022.
3. DESCRIPTION: The position shall be entitled Police Officer Recruit.
4. ELIGIBILITY: This is an entry-level position. Persons hired into this classification may, or may not have any affiliation with the City of Menominee or the Police Department.
5. SELECTION: The Chief of Police may, at his discretion, at any time, hire a person into the Police Officer Recruit classification if the following criteria are met:
  - a. The person must meet all of the standards for police officer set forth by the Michigan Commission on Law Enforcement Standards including, but not limited to:
    - i. The person must have successfully completed a comprehensive background investigation.
    - ii. The person must have successfully completed the Michigan Commission on Law Enforcement Standards Reading and Writing test with a passing score.
    - iii. The person must have successfully completed the Michigan Commission on Law Enforcement Standards Physical Fitness test with a passing score.
    - iv. The person must have successfully completed a comprehensive mental evaluation with no adverse findings.

- v. The person must have successfully completed a comprehensive physical health examination and meet the standards of the Michigan Commission on Law Enforcement Standards for Police Officer.
  - vi. The person must have successfully completed a drug screening in accordance with Michigan Commission on Law Enforcement Standards for Police Officer.
6. DUTIES: The duties of the Police Recruit shall be that of a police trainee, attending a police academy authorized by the Michigan Commission on Law Enforcement Standards.
7. COMPENSATION: The Police Recruit shall receive compensation as follows:
- a. Minimum Wage as defined by the State of Michigan and the United States Department of Labor.
  - b. No additional compensation shall be afforded the Police Officer Recruit.
8. SENIORITY: The Police Officer Recruit shall accrue seniority as follows:
- a. Seniority for the classification will be in accordance with the Labor Agreement between the City of Menominee and the General Teamsters Local Union 406 representing the Menominee Police Officers Association, Article 6 section 7 as follows:

After successful completion of the probationary period, seniority shall start from the original date of hire. The City will prepare seniority lists, copies of the same will be posted on the bulletin board and given to the Union; the seniority list will be amended whenever a change takes place. In the event of multiple recruits at the same academy, seniority will be determined by the overall highest academic score at the completion of the academy.

    - 1) Time worked in the Police Officer Recruit classification will not count towards the fulfillment of the probationary period as outlined in Article 6 Section 1A.

9. UNION REPRESENTATION: The Police Officer Recruit shall be represented in accordance with the Labor Agreement between the City of Menominee and the General Teamsters Local Union 406 representing the Menominee Police Officers Association, Article 1 Section 1.

10. BENEFITS: Benefits for the Police Officer Recruit classification shall be as follows:

- a. Police Officer Recruits will receive workers compensation insurance.
- b. Police Officer Recruits shall receive all benefits mandated by the State of Michigan or the U.S. for employees.
- c. Police Officer Recruits shall receive no benefits set forth in the Labor Agreement between the City of Menominee and the General Teamsters Local Union 406 representing the Menominee Police Officers Association, not specifically annotated herein.
  - i. Once re-classified as a probationary police officer the employee will be granted all benefits set forth in the Labor Agreement between the City of Menominee and the General Teamsters Local Union 406 representing the Menominee Police Officers Association, of the probationary police officer classification.

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Brett J Botbyl  
Chief of Police

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Kathy Brofka  
City Clerk

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Jean Stegeman  
Mayor

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Darrin Kudwa  
Union President

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Anthony LaPlant  
Local 406 Business Rep.

### **COMMITTEE REPORT:**

At a March 17, 2022 meeting, the Judicial and Legislative/Personnel and Labor Committee again discussed the vacant City Manager position and they recommend to City Council that Council appoint Brett Botbyl to the position of City Manager effective March 21, 2022 under the terms defined in the Employment Agreement between the City of Menominee and Brett Botbyl dated March 21, 2022.

### **JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE**

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

	BARON	DeDAMOS		JONES	KLITZKE	NUTTER	PLEMEL	POHLMANN	STEGEMAN
AYES									
NAYS									



**COMMITTEE REPORT:**

At a March 15, 2022 meeting, the Special Projects/Community Relations Committee discussed a proposed 4<sup>th</sup> of July event including a privately funded fireworks display at Great Lakes Memorial Marina Park and they recommend to City Council that Council approve proceeding with the event.

S/SPECIAL PROJECTS/COMMUNITY RELATIONS COMMITTEE

MOTION BY: \_\_\_\_\_ SECOND BY: \_\_\_\_\_

	BARON	DeDAMOS		JONES	KLITZKE	NUTTER	PLEMEL	POHLMANN	STEGEMAN
AYES									
NAYS									



## City of Menominee City Council Agenda Item

**TITLE:** 4<sup>th</sup> of July Fireworks

**Requesting Agency:** Administration

**Meeting Date:** March 21, 2022

**Contact:** Brett Botbyl, Interim City Manager

**Public Hearing:** N/A

**Phone:** 906-863-1747

**Advertising Date:** N/A

**Council District:**

**Attachments:**

### **PURPOSE:**

To discuss and seek approval to move forward in holding a fireworks event for the 4<sup>th</sup> of July.

### **BACKGROUND:**

Due to the inability to hold the Waterfront Festival this year, a group of volunteers have come forward to see if a 4<sup>th</sup> of July fireworks event could be held. The group has stated that they have raised funds to purchase the fireworks and would like to continue planning for the event.

### **BUDGET IMPACT:**

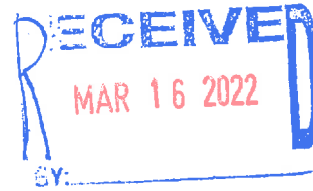
The fireworks will be paid through donations. Sponsors will be found for entertainment if desired. Costs may be incurred for additional insurance and porta potties.

### **STAFF RECOMMENDATION / ACTION REQUESTED:**

To approve the 4<sup>th</sup> of July fireworks event and authorize the Interim City Manager to execute the necessary documents and/or permits.

### **COMMITTEE RECOMMENDATION / ACTION:**

At a March 15, 2022 meeting, the Special Projects/Community Relations Committee recommended to City Council that Council approve proceeding with the proposed 4<sup>th</sup> of July event including a privately funded fireworks display at Great Lakes Memorial Marina Park.



March 16<sup>th</sup>, 2022

Mayor Jean Stegeman  
2511 10<sup>th</sup> St  
Menominee, MI, 49858

RE: Vacated Council Seat

Mayor Stegeman,

I respectfully request the Menominee City Council allow me the honor of being considered for the vacated council seat in the 2nd ward of Menominee.

As a lifelong resident of Menominee, an owner of multiple businesses in the area for the past 32 years, and a person who is exceedingly passionate about our community, I very much believe I could compliment the existing board with my experience.

If further information is desired, i.e resume, experience detail, groups/associations, etc..., please let me know.

As always, thank you in advance for any consideration you extend this request.

Sincerely,

Robert (Jerry) Derusha  
3214 14<sup>th</sup> Ave  
Menominee, MI 49858

March 15th, 2022

To Mayor Jean Stegeman and City Council Members,

My name is Donna Marineau, I live at 1710 20th Street (ward 2) and have for 21 years. I am interested in filling the vacancy made by Steve Fifarek on our city council.

I have lived in this community for 60 plus years. This year I'm celebrating 48 years of marriage which as many know takes an enormous amount of strength, dedication and commitment. I'm a certified quality engineer and retired from Winsert Inc. after 24 years as Vice President of Quality Control where I ran the inspection department and was instrumental in preparing Winsert for quality certifications. I owned my own business, For Keep Sake (a craft store), located on 13th Street in Menominee, from 2007 until 2012.

I currently serve on the Board of Review and have for the last 7 years. I also sat on the Animal Shelters Board of Directors for 3 years.

I'm sure I don't know everything going on in our community but I do know several important positions need to be filled, there are some serious issues with awarding marijauna retail dispensary permits and the development of the Kmart property will start soon. Other than that I will learn as I go.

I have deep roots in our community. My family tree started here in 1904. My grandfather managed the Menominee Hotel until he died in 1948, my father was an Engineer at LE Jones and eventually started Winsert, Inc., and I, along with my daughters and grandchildren, have all gone through Menominee's school system. I can't think of anywhere else I would want to live.

I can say I want to serve my community but that would be an understatement. I want to be a bigger part of our community, I want to leave this world knowing I made things better, I want to make a difference. What better way than to work for the people of this community.

Sincerely,

Donna Marineau

Patricia Mueller  
1717 15<sup>th</sup> Ave  
Menominee, MI 49858  
(906) 863-1092

March 2, 2022

Mayor Jean Stegeman  
2511 10<sup>th</sup> Street  
Menominee, MI 49858

Dear Mayor Jean Stegeman:

This letter is to express my interest in filling the Menominee City Council Vacancy that was created by former council member, Steve Fifarek moving out of Ward 2. The following is a brief introduction about myself, and why I would make a good appointment to fill this vacancy.

I have lived in Menominee County for 24 years and have been a City of Menominee Ward 2 resident and registered voter for the past 16 years. I am also a small business owner and I understand the role businesses hold in our community. Over the years I have had the privilege of serving on several boards in both my personal and professional capacity. These boards include the Menominee Delta Schoolcraft Community Action Agency (MDS-CAA) policy council and governing board, the Early HeadStart (EHS) Board, the Marinette Menominee Chamber of Commerce, and the Menominee Kiwanis Chapter.

I feel community involvement is an essential part of the city government. If selected to fill this vacancy in Ward 2, I will make it my priority to work with other council members on the best possible approach to move our city forward in a fiscally responsible and appropriate manner. Therefore, I will work hard to maintain open levels of communication with the citizens, department heads, and other involved governmental agencies. This would be one of my important concerns.

I enjoy people and learning about old and new ideas. I am willing to hear all sides of a situation before making a decision and I am not afraid to ask the tough questions. I look forward to sharing my views with you and/or the council. I can be available on short notice.

I am interested in filling the Ward 2 council member vacancy and serve until the next regular City Council election on November 7<sup>th</sup>, 2023, when I hope to be reelected.

I look forward to further discussing this opportunity with you at the City Council Board meeting being held on March 21, 2022. If you have any questions or would like to schedule an interview, please call me at phone.

Sincerely,

  
Patricia Mueller

### **Council Vacancy Voting Procedure**

1. Voting on candidates shall be by signed paper ballot vote with each Councilmember naming the candidates of his or her choice. In the event no candidate receives five votes on the first ballot, candidates receiving no votes or a number of votes less than the candidate receiving the highest number of votes shall be eliminated. If the two top candidates are tied, those with a fewer number of votes shall be eliminated. Candidates tied for second place shall remain in the running and voting shall continue until a candidate receives five votes.
2. Should all candidates be tied for first place, voting shall continue until the tie is broken and the process outlined in the preceding paragraph shall be followed.
3. The candidate appointed shall take office on March 21<sup>st</sup>.



City of Menominee  
City Council  
Agenda Item

**TITLE: River Park Campground Office Renovation**

Requesting Agency: River Park Campground	Meeting Date: March 15, 2022
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Contact: Joanie Kosewski, Director	Public Hearing: NA
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Phone: 863-1737	Advertising Date: NA
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Council District: 1
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Attachments: Contractor Estimates
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**PURPOSE:**

To renovate the office building at River Park Campground which was damaged due to flooding.

**BACKGROUND:**

The proposed improvements are necessary in order to address several areas in the office which was severely damaged.

A representative from Michigan Municipal League conducted an on-site visit and inspection, one for the damage due to the flood and the other for the mold mitigation. His findings concurred, closure of office building, pursue microbial testing and assessment. We contacted North Star Environmental service to conduct testing, results came back with significant mold spores and recommended the hiring of professional cleaning service. Service Master was contacted, performed necessary cleaning. North Star Environmental returned for a follow-up visit, with results: no elevated spores, normal airborne spores and they recommend the use of dehumidifiers and air purifiers as necessary to maintain proper indoor air quality.

**BUDGET IMPACT:** River Park Campground received an insurance reimbursement check in the amount of \$14,224.00, of which, \$1,590.00 was used toward environmental testing/cleaning. Remaining balance of check to be used to renovate the office.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

Staff respectfully request that the Parks and Recreation/Buildings and Grounds Committee approve the proposal submitted by the most qualified and lowest vendor, Johnson Builders in the amount of \$6,250 and to recommend this to City Council.

**COMMITTEE RECOMMENDATION / ACTION:**

A Parks and Recreation/Buildings and Grounds Committee meeting was scheduled for March 15, 2022; however, a quorum of the committee was not present. This is being sent to City Council for their approval to accept the proposal submitted by the lowest bidder, Johnson Builders, in the amount of \$6,250 for the River Park Campground Office renovation and authorize the City Clerk/Treasurer and Interim City Manager to execute the necessary documents.

## Proposed Office Reno Estimates

Scope of Work	Johnson Builders	Pride Builders	Hanson Builders
Remove Counter and reinstall	X		X
Disconnect and reinstall air conditioner	X		X
Disconnect and reinstall electric baseboard heat	X	X	X
Demo and dispose of existing materials	X	X	X
Salvage and reuse existing trim	X	X	X
Install 1/2" drywall and firetape	X	X	X
Install 4x8 paneling	X	X	X
Install new paneling trim	X	X	X
Install 1x4 baseboard	X	X	X
Install jamb extensions to the windows and doors	X	X	X
Install existing window casing	X	X	X
R-13 Insulation with 6 mil vapor barrier	X	X	X
Counter/Airconditioner allowance included	N/A	\$800	N/A
Estimates	\$6,250	\$14,985	\$8,310



## JOHNSON BUILDERS

N7008 COUNTY ROAD 577 • INGALLS, MICHIGAN 49848

PHONE: (906) 374-0097

PROPOSAL SUBMITTED TO <u>Parks &amp; Rec Dept,</u>		PHONE <u>(906) 290-4691</u>	DATE <u>1.26.22</u>
STREET <u>River Park Campground Menominee MI</u>		JOB NAME <u>River Park Campground office remodel</u>	
CITY, STATE AND ZIP CODE <u>Menominee, MI 49858</u>		JOB LOCATION <u>remodel</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE	
		<u>Parksandrec@menominee.mi.gov</u>	

We hereby submit specifications and estimates for:

Remodel 18' x 13' office building interior as specified below:

Electrical-work (bring outlets out & remount electric baseboard heater (labor))

Demo - Remove paneling & trim, save trim (labor)

Insulate - Install R-13 insulation w/ semi vapor barrier (labor + materials)

Drywall - hang 1/2 drywall (labor + materials)

Paneling - Install 4x8 wood paneling (labor + materials)

Trim - reinstall trim on windows and install jamb extensions on windows & doors. Install new trim for both doors

Air Conditioning - Evacuate air conditioner & remove, reinstall & recharge (if needed)

Total Price: \$6,250<sup>00</sup>

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

Six thousand two hundred fifty & <sup>00</sup>/<sub>100</sub> — dollars (\$ 6,250<sup>00</sup> ).

Payment to be made as follows:

Half Down - \$3,125<sup>00</sup> & balance upon completion

\$ 3,125<sup>00</sup>

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

Authorized Signature

Note: This proposal may be

withdrawn by us if not accepted within 15 days.

### Acceptance of Proposal

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

Signature

Signature

Date of Acceptance:



General Contractor  
Eric J. Brissette

## PROPOSAL

City of Menominee / Rec. Department  
2515 10<sup>th</sup> Street  
Menominee, MI 49858  
Attn: Carla  
906-863-1737  
c)906-290-4691

January 6, 2022


We hereby submit specifications and estimate for: **Reception Building Repairs**

**Project Location: Riverpark Campground 1400 5<sup>th</sup> Ave. Menominee, MI 49858**

### SCOPE OF WORK / DESCRIPTION

- Remove existing counters and reinstall when ready (store on-site)
- Disconnect A/C unit and reinstall when ready
- Allowance of \$800 included
- Demo and dispose of existing paneling
- Salvage trims, if possible, to re-use
- Install ½" drywall
- Fire tape the drywall
- Install new 4x8 paneling, \$32.00 a sheet price is used for quote
- Install new paneling trims
- Install a 1x4 painted pine for the base trim
- Install jamb extension to the windows and doors
- Install existing window casing

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Fourteen Thousand Nine Hundred Eighty Five Dollars and 00/100.....(\$14,985.00)

Authorized Signature: Eric Brissette 

Note: This Proposal may be withdrawn by us if not accepted within 10 days. If accepted after 10 days from original Proposal date material prices may be updated.

**Acceptance of Proposal** – This Proposal is subject to the attached Terms and Conditions which are an integral part hereof and are incorporated herein by reference. By signing below, Owner is acknowledging the above price, specifications and Terms and Conditions are satisfactory and is authorizing Pride Builders, II, LLC to complete the work as specified above.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

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

2814 Harding St. Marinette, WI 54143 • Ph) 715-735-7076 • Fx) 715-735-0377 • pridebuilders2@gmail.com

Scott Hanson Builders, Inc.  
2405 13<sup>th</sup> Street  
Menominee, MI 49858  
906-863-4067

City of Menominee – Parks and Recreation  
Menominee, MI

February 9, 2022

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**PROPOSAL**

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Property Location: River Park Campground

Demo and dispose of existing paneling

Install fiberglass insulation on exterior walls

Install new ½" drywall and fire tape

Install new American Pacific, rustic pine, wall paneling

Re-install existing window trims

Install new vinyl base

Extend electrical outlets and re-install electric baseboards

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**Total Materials and Labor**

**\$8,310.00**



City of Menominee  
City Council  
Agenda Item

**TITLE:** River Park Campground Dumpster Enclosure Demo Project

Requesting Agency:	River Park Campground	Meeting Date:	March 21, 2022
Contact:	Joanie Kosewski, Director	Public Hearing:	NA
Phone:	863-1737	Advertising Date:	NA
		Council District:	1
Attachments: Dumpster Enclosure Unit proposals			

**PURPOSE:**

Request that the Parks and Recreation/Building and Grounds Committee approve the proposal submitted by the most qualified lowest vendor La Court Concrete Construction for the demolition and rebuild of dumpster enclosure unit at River Park Campground.

**BACKGROUND:**

In the late 80's, two dumpster enclosures were constructed, and given to the City of Menominee, River Park Campground, donated by David and Nancy Fernstrum. These enclosed units have kept the property looking clean and presentable, also prevents animals from accessing the dumpster container.

But, over years of wear and tear; rain, freeze/thaw, and flooding caused severe deterioration, the security gates detached from crumpling blocks and now unusable, the exterior and interior blocks are severely cracked and heaving resulting to foundation issues and unsafe conditions.

In 2019, the scope of work had been reviewed with the city manager, unfortunately, the project was halted due to extreme high-water level. Furthermore, in 2020, the pandemic caused a major delay, and then flooding ultimately suspended the project until further notice.

**BUDGET IMPACT:**

In February, two local contractors were contacted, both conducted an on-site visit to assess the scope of work for estimate proposals. The cost of services ranged between \$7,640 and 9,600 which is reasonable considering the unpredicted inflation costs. The cost of the proposed project will be encumbered from account number 508-778.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

The Recreation Director respectfully recommends that the Parks and Recreation / Building and Grounds Committee approve the selection of La Court Concrete Construction of Marinette WI as the lowest vendor, in the amount of \$7,640 and to recommend that the City Council approve the selection of La Court Concrete Construction and award the River Park Campground Dumpster Enclosure Demo.

**COMMITTEE RECOMMENDATION / ACTION:**

A Parks and Recreation/Buildings and Grounds Committee meeting was scheduled for March 15, 2022; however, a quorum of the committee was not present. This is being sent to City Council for their approval to approve the selection of the lowest bidder, La Court Concrete Construction in the amount of \$7,640 for the River Park Campground Dumpster Enclosure Demolition/Rebuild project and authorize the City Clerk/Treasurer and Interim City Manager to execute the necessary documents.

From: charles lacourt <[clacourt34@gmail.com](mailto:clacourt34@gmail.com)>  
Sent: Tuesday, March 8, 2022 1:33 PM  
To: Parks and Recreational <[ParksandRec@menomineeemi.gov](mailto:ParksandRec@menomineeemi.gov)>  
Subject: Dumpster enclosure

*Estimate for replacing dumpster enclosure*

Remove old walls and concrete slab

Add new base materials as needed to get correct elevation for new slab

Form and place new concrete slab/ base

Form and place new concrete walls approx 5 ft high

Fabricate new steel gates for front opening, try to make arched and somewhat decorative.

*Estimate \$7640.00*

Prices are very unstable on materials this estimate could Change

+ - Thank you C.LaCourt Lacourt concrete construction

# Quality Concrete & Construction, LLC

W6592 Number 2 Rd  
Menominee MI 49858  
906-863-2976  
concret3131@gmail.com

## Proposal

Date 2/17/2022

Proposal # 1679

Customer Name / Address

City of Menominee  
Attn: Joanie - Parks Dept  
2511 10th St  
Menominee MI 49858

Description	Total
Install new footing and concrete wall - approximately 42 inches in the ground, to protect the dumpster pad from frost. Wall to be approximately 5 feet above finish grade. Five Basalt bar installed horizontally, with a vertical upright every 6 feet. Approximately 56 lineal feet of wall.	4,980.00
Includes 192 square feet of concrete floor poured and finished. #3 Basalt bar mat installed. Price includes winter charge for thermal blankets, heated concrete material, hot water, etc. This project must be done before spring break up of the river, due to park area flooding. Excavation, backfilling and removal of existing material to be done by a separate contractor and is not included in this price.	4,620.00

**Total** \$9,600.00

Out of joint cracks can occur. Any cracks that are less than 1/4" wide are cosmetic and not structural, and will not be covered under Quality Concrete & Construction's warranty. Cracks wider than 1/4" that occur within one year of installation, due to workmanship, will be covered under warranty, and will be repaired or replaced at Quality Concrete & Construction's discretion.

Note: Salting concrete can cause scaling of concrete surface. Recommend use of sand for traction instead.

If this is a foundation or slab intended for a building to be erected upon: Building must be erected before freeze/thaw cycle, or damage to concrete can occur. Quality Concrete & Construction, LLC is not liable for damage to concrete that may occur due to building not being erected before freeze/thaw cycle.

Quality Concrete & Construction, LLC warrants their workmanship for a period of one year from completion of job. Any damage that occurs other than damage due to workmanship is not covered under this warranty. Quality Concrete & Construction, LLC is not responsible for damage to landscaping due to use of excavation equipment or other equipment used in the process of completing this work.

Payment to be made as follows: 50% down upon acceptance of proposal, balance due upon completion of job. Signed proposal required upon down payment. Accounts not paid in full upon completion of job will be subject to collection action. Customer is responsible to pay for all fees associated with collection of this debt, if collection action is taken.

**ACCEPTANCE OF CONTRACT** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

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

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

Licensed and Insured in:  
MI 2101190214  
WI 1063000  
ACI Concrete Flatwork Finisher Technician #01284806  
ACI Residential Concrete Foundation Technician #01284806  
Tax ID: 81-1173480

**\*\* Acceptance of this Proposal is not a guarantee that work will be done in the 2022 season \*\***



## City of Menominee City Council Agenda Item

### TITLE: Service Agreements – Hayes Mechanical

Requesting Agency: Administration	Meeting Date: March 21, 2022
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Contact: Brett Botbyl, Interim City Manager	Public Hearing: N/A
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Phone: 906-863-1747	Advertising Date: N/A
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Council District:
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Attachments:	1) Service Agreement Municipal Complex 2) Service Agreement Parks & Recreation Building
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#### **PURPOSE:**

To approve the service agreements from Hayes Mechanical for HVAC Maintenance and Service work at our Municipal Complex and the Parks and Recreation building.

#### **BACKGROUND:**

Over the past year Hayes Mechanical has been providing an HVAC upgrade and fixing issues with our heating and cooling system/s at the City Hall Complex. There have been many issues with the lack of maintenance and improper functioning of our HVAC system previously installed by Honeywell. With the large amount of money that is being spent on this upgrade it only makes sense to have a maintenance and service program established to enhance the investment we have made. This service contract will benefit the City through energy efficiency, decreased repair costs, and increase the equipment life expectancy.

I am now providing copies of the service agreements for your review.

#### **BUDGET IMPACT:**

General Fund

#### **STAFF RECOMMENDATION / ACTION REQUESTED:**

To approve the service agreements provided by Hayes Mechanical and authorize the Interim City Manager to execute the necessary documents.

#### **COMMITTEE RECOMMENDATION / ACTION:**

A Parks and Recreation/Buildings and Grounds Committee meeting was scheduled for March 15, 2022; however, a quorum of the committee was not present. This is being sent to City Council for their approval of the service agreement with Hayes Mechanical to provide maintenance and service work to the Municipal Complex and Parks and Recreation Building HVAC systems and authorize the Interim City Manager to execute the necessary documents.

## HVAC Maintenance & Service Program



### **Coverage**

**Equipment:** Hayes Mechanical agrees to perform maintenance on equipment included on the attached equipment schedule.

**Labor:** Hayes Mechanical agrees to perform maintenance tasks as described in the attached scope of work during straight time hours, unless otherwise noted. The Customer agrees to pay for all calls, repairs or other costs on either a T&M or quoted basis, subject to approval by customer.

**Parts:** Included in this agreement are routine maintenance parts as follows:

**City of Menominee**

**2511 10<sup>th</sup> Street Menominee, MI 49858**

**Proposal Number: 22-38-004**

**Date: 1-4-2022**

Parts	Frequency
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**Hayes Mechanical**  
Green Bay Office: 920-492-8889



Standard Pleated Air Filters	Quarterly Supply & Change
Belts	Annual Supply & Change
Coil cleaner	Annual Supply & Change

**Scope of Work:** Please refer to the scope of work section for specific maintenance procedures to be performed on your equipment. However, here is a brief overview:

Scope	Frequency
Condenser Coil Cleaning	Annually
Boiler Combustion Tuning	Annually
Boiler Washout	Annually

**24 Hour Emergency Service:** Hayes Mechanical will provide emergency service 24 hours a day, 7 days a week to reduce the costs and disruptions of downtime when unexpected problems occur. The cost for emergency service is not included within the scope of this maintenance agreement.

**Priority Response:** Customers covered under a maintenance program will receive priority response over all non-agreement customers. Typical response time for emergencies are within 2-4 hours from the time service call is placed. However, high call volume and inclement weather may increase response time accordingly.

## **Benefits**

**Reduce Unplanned Downtime:** Performing maintenance on a regularly scheduled basis can help identify a potential breakdown before it turns into a costly service call. Although it is impossible to eliminate all breakdown situations, in most cases being *proactive* rather than *reactive* can reduce unplanned downtime & reduce unexpected repair costs.

**Increase Energy Efficiency:** Through the course of each heating and cooling season your HVAC systems (whether it's a boiler, chiller, forced air system, water heater etc.) will accumulate dirt, dust, debris, soot and scale which all have an impact on the performance of your system. Buildup can impact your system's performance by reducing its ability to transfer heat – causing your system to run harder and longer. Ensuring proper operation and cleanliness of your HVAC systems is essential to reducing their operating costs.

**Decrease Repair Costs:** During each maintenance visit Hayes Mechanical will also inspect covered equipment to see if any proactive steps/repairs should be made to the unit before a major failure or emergency call is prompted.

**Improve Building and Equipment Safety:** During each visit not only are we performing maintenance, but we also checking the built in safety mechanisms of covered equipment. Exhaust, boiler, chiller, refrigerant and gas/oil fired systems all have safeties and/or limit switches which should be tested on a regular basis. Ensuring proper operation of these components will help improve the safety of building occupants and help ensure proper/safe operation of equipment.

**Increase Equipment Life Expectancy:** As with any mechanical piece of equipment, maintenance is a key component to maximizing the life expectancy of your equipment & retaining asset value. Setting up a program with quarterly, semiannual or annual inspections can help maximize the life expectancy of your heating, cooling & plumbing systems.

### **Customer Contact Information**

**Customer:** City of Menominee- Park and Rec  
**Site Address:** 2511 10<sup>th</sup> Street Menominee, MI 49858  
**Billing Address:** 2511 10<sup>th</sup> Street Menominee, MI 49858  
**Primary Contact:** Brett Botbyl  
**Phone Number:** 906-863-5568  
**Email Address:** bbotbyl@menomineemi.gov

### **Hayes Mechanical Green Bay Office**

**Main Office Phone:** 920-492-8889  
**After Hours Emergency:** 920-492-8889  
**Green Bay Office Address:** 2132 East Deerfield Ave suite 1 Suamico ,WI 54173

Robert Gonzalez      Director Automation Division

**Mobile:** 920-492-8889  
**Email:** bgonzalez@hayesmechanical.com

Rob Gonzalez Control Supervisor

**Mobile:** 920-492-8889  
**Email:** rgonzlez@hayesmechanical.com

### **Equipment Schedule**

- 2- PK boilers- Fire station mechanical room
- 2- AHU-1 & 2 City-hall and Fire station
- 2- Return fans for AHU-1 & 2
- 2- Air stations
- 6- Heating Pumps
- 2- Remote condensers
- 1- Honeywell DDC control system

### **Scope of Work**

- ☐ Per attached tasking sheets

This program has been created to provide the Customer with an ongoing, comprehensive maintenance program. The Customer is informed of the program's progress and results on a continuing basis via detailed Work Order Tickets, presented after each service call for Customer's review, approval signature and record.

**Agreement Term**

The initial term of this agreement is one (1) year. This agreement shall not automatically renew. Should either party wish to engage in an additional term, either party may request a proposal to extend the agreement for an additional term by written notice to the other party thirty (30) days prior to the expiration of the initial term.

**Compensation**

The agreement price is \$9,982.00 per year payable \$4,991.00 per Once a Bi-Yearly in advance, beginning of the effective date of 1-4-2022.

**Agreement Length:**

- ☐ One year term

**Billing Cycle:**

- ☐ Bi- yearly payments

**Clarifying Comments**

This proposal is the private property of Hayes Mechanical and is provided for Customer's use only. This proposal is valid only for thirty (30) days from the proposal date below.

This Agreement including the attached Terms & Conditions, together with the Equipment Schedule attached hereto constitute the entire agreement of the parties hereto and supersedes and rescinds any and all prior understandings between the parties either written or oral. Neither this Agreement nor any part hereof shall be changed, modified, amended or altered except in writing signed by both parties.

**Accepted by Customer:**

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

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

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

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

**Accepted by Hayes Mechanical:**

Name: Robert Gonzalez

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

Title: Director Automation division

Date: 1-4-2022

## TERMS AND CONDITIONS

1. The Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial season start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Hayes Mechanical may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
2. Excluded from this agreement, unless otherwise stated herein, are repairs or replacement of items not normally mechanically maintainable, such as, but not limited to: electronic/solid-state controllers/microprocessors, loss of refrigerant due to piping/coil leaks (mechanical connections excluded), ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, storage vessels/tanks, casings, fixtures, grillage and tower fill, pump seals, shaft seals, and check valves.
3. Special equipment required to access, service, repair, maintain or replace equipment is not included in this agreement price, unless otherwise noted.
4. This Agreement does not include responsibility for design of the system, obsolescence, safety testing, water/air balancing, duct cleaning, painting, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, unavailability of refrigerants, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Hayes Mechanical.
5. Customer shall permit Hayes Mechanical free and timely access to areas and equipment, and allow Hayes Mechanical to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Hayes Mechanical's normal working hours. Hayes Mechanical will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer will make adequate trash disposal provisions for used filters, miscellaneous maintenance materials and small parts.
6. Customer shall permit only Hayes Mechanical's personnel or agent to perform the work included in the scope of this Agreement; should anyone else perform such work, Hayes Mechanical may, at its option, cancel this Agreement, eliminate the involved item of equipment from inclusion in this Agreement, or charge Customer for the related service work.
7. Hayes Mechanical expressly disclaims and all responsibility and liability for the indoor air quality of the Customer's facility.
8. Customer shall make available to Hayes Mechanical's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations. Customer is responsible for containing and clearly marking any known hazardous materials on site.
9. Hayes Mechanical's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products, removal of oil removed from equipment, or other hazardous substances. In the event such products or substances are encountered, Hayes Mechanical's sole obligation will be to notify the Customer of the existence of such products and materials. Hayes Mechanical shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
10. The Agreement price is subject to adjustment annually on each commencement anniversary to reflect increases in labor, material and other costs, unless otherwise stated (e.g. price protection provided by a multi-year initial term).
11. Amount on this agreement is based on payment by cash, check, or electronic payment. A convenience fee of 3.75% will be added to the total if paid with a credit card.
12. Customer agrees to promptly pay invoices within thirty days of issue. Should a payment become sixty days or more delinquent, Hayes Mechanical may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Customer agrees to pay interest on any sums outstanding and past due (i.e. over thirty days) at a rate of 1.5% per month.
13. Services provided under this Agreement involving extra work (materials or labor) will become an extra charge (fixed price amount to be negotiated, or on a time and material basis at Hayes Mechanical's preferred Customer rates then in effect) over the sum stated in this Agreement. If a trouble call is made at Customer's request, and inspection indicates a condition which is not covered by this agreement, Hayes Mechanical may charge Customer at the rate then in effect for such services.
14. In the event Hayes Mechanical must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Hayes Mechanical all court costs and attorney's fees incurred by Hayes Mechanical. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one year from the date of work.
15. Hayes Mechanical shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Hayes Mechanical's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. In case of any failure to perform its obligations under a Full Service Agreement, Hayes Mechanical's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
17. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Hayes Mechanical be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect, or consequential damages.
18. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Hayes Mechanical, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Hayes Mechanical.

## HVAC Maintenance & Service Program



### Coverage

**Equipment:** Hayes Mechanical agrees to perform maintenance on equipment included on the attached equipment schedule.

**Labor:** Hayes Mechanical agrees to perform maintenance tasks as described in the attached scope of work during straight time hours, unless otherwise noted. The Customer agrees to pay for all calls, repairs or other costs on either a T&M or quoted basis, subject to approval by customer.

**Parts:** Included in this agreement are routine maintenance parts as follows:

**City of Menominee- Park and Rec**  
**2511 10<sup>th</sup> Street Menominee, MI 49858**

Proposal Number: 22-38-004

Date: 1-4-2022

Parts	Frequency
-------	-----------

**Hayes Mechanical**  
Green Bay Office: 920-492-8889

Standard Pleated Air Filters	Quarterly Supply & Change
Belts	Annual Supply & Change
Coil cleaner	Annual Supply & Change

**Scope of Work:** Please refer to the scope of work section for specific maintenance procedures to be performed on your equipment. However, here is a brief overview:

Scope	Frequency
Condenser Coil Cleaning	Annually
Boiler Combustion Tuning	Annually
Boiler Washout	Annually

**24 Hour Emergency Service:** Hayes Mechanical will provide emergency service 24 hours a day, 7 days a week to reduce the costs and disruptions of downtime when unexpected problems occur. The cost for emergency service is not included within the scope of this maintenance agreement.

**Priority Response:** Customers covered under a maintenance program will receive priority response over all non-agreement customers. Typical response time for emergencies are within 2-4 hours from the time service call is placed. However, high call volume and inclement weather may increase response time accordingly.

## **Benefits**

**Reduce Unplanned Downtime:** Performing maintenance on a regularly scheduled basis can help identify a potential breakdown before it turns into a costly service call. Although it is impossible to eliminate all breakdown situations, in most cases being *proactive* rather than *reactive* can reduce unplanned downtime & reduce unexpected repair costs.

**Increase Energy Efficiency:** Through the course of each heating and cooling season your HVAC systems (whether it's a boiler, chiller, forced air system, water heater etc.) will accumulate dirt, dust, debris, soot and scale which all have an impact on the performance of your system. Buildup can impact your system's performance by reducing its ability to transfer heat – causing your system to run harder and longer. Ensuring proper operation and cleanliness of your HVAC systems is essential to reducing their operating costs.

**Decrease Repair Costs:** During each maintenance visit Hayes Mechanical will also inspect covered equipment to see if any proactive steps/repairs should be made to the unit before a major failure or emergency call is prompted.



**Improve Building and Equipment Safety:** During each visit not only are we performing maintenance, but we also checking the built in safety mechanisms of covered equipment. Exhaust, boiler, chiller, refrigerant and gas/oil fired systems all have safeties and/or limit switches which should be tested on a regular basis. Ensuring proper operation of these components will help improve the safety of building occupants and help ensure proper/safe operation of equipment.

**Increase Equipment Life Expectancy:** As with any mechanical piece of equipment, maintenance is a key component to maximizing the life expectancy of your equipment & retaining asset value. Setting up a program with quarterly, semiannual or annual inspections can help maximize the life expectancy of your heating, cooling & plumbing systems.

### **Customer Contact Information**

**Customer:** City of Menominee- Park and Rec  
**Site Address:** 2511 10<sup>th</sup> Street Menominee, MI 49858  
**Billing Address:** 2511 10<sup>th</sup> Street Menominee, MI 49858  
**Primary Contact:** Brett Botbyl  
**Phone Number:** 906-863-5568  
**Email Address:** bbotbyl@menomineemi.gov

### **Hayes Mechanical Green Bay Office**

**Main Office Phone:** 920-492-8889  
**After Hours Emergency:** 920-492-8889  
**Green Bay Office Address:** 2132 East Deerfield Ave suite 1 Suamico ,WI 54173

Robert Gonzalez      Director Automation Division

Mobile: 920-492-8889  
Email: bgonzalez@hayesmechanical.com

Rob Gonzalez Control Supervisor

Mobile: 920-492-8889  
Email: rgonzlez@hayesmechanical.com



### **Equipment Schedule**

- 1- AHU-1
- 1- Remote condensers

### **Scope of Work**

- ☐ Per attached tasking sheets

This program has been created to provide the Customer with an ongoing, comprehensive maintenance program. The Customer is informed of the program's progress and results on a continuing basis via detailed Work Order Tickets, presented after each service call for Customer's review, approval signature and record.

**Agreement Term**

The initial term of this agreement is one (1) year. This agreement shall not automatically renew. Should either party wish to engage in an additional term, either party may request a proposal to extend the agreement for an additional term by written notice to the other party thirty (30) days prior to the expiration of the initial term.

**Compensation**

The agreement price is \$908.00 per year payable \$908.00 per Once a year in advance, beginning of the effective date of 1-4-2022.

**Agreement Length:**

☐ One year term

**Billing Cycle:**

☐ Yearly payment

**Clarifying Comments**

This proposal is the private property of Hayes Mechanical and is provided for Customer's use only. This proposal is valid only for thirty (30) days from the proposal date below.

This Agreement including the attached Terms & Conditions, together with the Equipment Schedule attached hereto constitute the entire agreement of the parties hereto and supersedes and rescinds any and all prior understandings between the parties either written or oral. Neither this Agreement nor any part hereof shall be changed, modified, amended or altered except in writing signed by both parties.

**Accepted by Customer:**

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

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

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

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

**Accepted by Hayes Mechanical:**

Name: Robert Gonzalez

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

Title: Director Automation division

Date: 1-4-2022

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  16. In case of any failure to perform its obligations under a Full Service Agreement, Hayes Mechanical's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
  17. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Hayes Mechanical be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect, or consequential damages.
  18. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Hayes Mechanical, its agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Hayes Mechanical.

**Hayes Mechanical** 2132 East Deerfield Ave suite 401  
Suamico, WI 54173

[illegible]

**Hayes Mechanical** 2132 East Deerfield Ave Suite 401  
Suamico, WI 54173

[illegible]

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Suamico, WI 54173

[illegible]

**Hayes Mechanical** 2132 East Deerfield Ave suite 401  
Suamico, WI 54173

[illegible]

**Hayes Mechanical** 2132 East Deerfield Ave Suite 1  
Suamico, WI 54173

[illegible]



**Hayes Mechanical** 2132 East Deerfield Ave Suite 401  
Suamico, WI 54173

[illegible]



## City of Menominee City Council Agenda Item

**TITLE: Service Agreement – Coleman Engineering**

Requesting Agency: Administration

Meeting Date: March 21, 2022

Contact: Brett Botbyl, Interim City Manager

Public Hearing: N/A

Phone: 906-863-1747

Advertising Date: N/A

Council District:

Attachments: Coleman Engineering Professional Service Agreement

**PURPOSE:**

To approve the service agreement with Coleman Engineering for engineering services.

**BACKGROUND:**

Council members were inquiring about a service agreement with Coleman Engineering. Evidently an executed agreement existed, but was not presented to City Council for approval.

**BUDGET IMPACT:****STAFF RECOMMENDATION / ACTION REQUESTED:**

To approve the service agreement with Coleman Engineering and authorize the Interim City Manager and City Clerk/Treasurer to execute the necessary documents

**COMMITTEE RECOMMENDATION / ACTION:**

A Public Safety/Public Works Committee meeting was scheduled for March 15, 2022; however, a quorum of the committee was not present. This is being sent to City Council for their approval of the service agreement with Coleman Engineering for engineering services and to authorize the City Clerk/Treasurer and Interim City Manager to execute the necessary documents.



## COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

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

January 16, 2019

Mr. Tony Graff  
City Manager  
City of Menominee  
2511 10<sup>th</sup> Street  
Menominee, MI 49858

Re: General Municipal Engineering Services

Dear Mr. Graff:

Coleman Engineering Company (CEC) is pleased to submit a Statement of Qualifications that outlines our professional qualifications and experience in the field of municipal engineering. We support the City's decision to take a proactive approach to the City's engineering needs by selecting a qualified firm to develop a close working relationship which will foster a thorough knowledge of the City's overall infrastructure.

Our Iron Mountain office employs approximately 70 employees on a full-time basis. Our Ironwood office employs approximately 40 employees on a full-time basis. When we develop a professional relationship with a city, we strive to provide strong community support through our professional services and company sponsorship of community events and programs. We have invested significant time and resources in other communities to help foster their community development and intend to continue our long-term commitments with the City of Menominee.

We can assure you that we will negotiate contracts that provide value to the City. In some cases, engineering firms perform tasks and charge fees for items that can be done by City staff or other outside resources for a lesser cost. Our contracts and project scopes will be set up to be a 'win-win' situation for both the City and our firm.

In addition to contracted services, CEC is willing to offer the City general planning services, grant application assistance and attendance at City Council/Committee meetings. We will work with the City of Menominee to decide when planning or grant applications are prudent and will be available to assist in the funding process. Attendance at City Council or Committee meetings will be at the request of the City Manager.

### ***APPROACH & ABILITY TO PROVIDE SERVICE***

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We realize that development of a long-term consulting relationship is a dynamic process. As our professional relationship continues to develop, Coleman Engineering Company has the staff, resources, and experience to adapt our approach to best serve the City. To start, we envision assigning three (3) key personnel to serve as primary contacts with the City. Those team members are:

- Jeff Sjoquist, P.E., Partner/Engineer
- Scott Nowack, P.E., Project Manager/Engineer
- Derek Collar, Project Engineer

All three team members will be available to serve the City on a day-to-day basis. To initiate this process, Mr. Sjoquist will take the lead role in planning work activities and communicating with City administration. Mr. Sjoquist will also be responsible for coordinating and executing specific engineering tasks. He will be the managing partner for the arrangements and will coordinate contracts and quality control of our services. Assistance will be provided by Mr. Kevin Trevillian, P.E., another Partner in our firm, on an as-needed basis.

Mr. Nowack and Mr. Collar will handle day-to-day activities and perform most of the technical work and estimates.

Our initial approach to serving the City will be to set up a meeting with the City Manager to discuss upcoming projects and the framework of our services. At some point early in the process, we will recommend a meeting with City department heads to discuss their needs and to open up lines of communication. As specific projects and tasks are identified, we will perform the work with appropriate personnel and management oversight.

We will have an “open-door” policy. We would expect the City Manager and staff to contact us at their convenience to discuss existing projects and plan for future upgrades. In most cases, it is easier to discuss engineering plans and review mapping in person than over the phone. The key to frequent meetings is to make them productive. As time progresses, Coleman Engineering Company’s staff and the City personnel will build a strong “team” relationship that will lead to mutual benefits including better understanding of community philosophies and goals as well as procedures and priorities.

We will take a straightforward and honest approach to all issues and tasks that arise. It is our job, as professionals, to clearly convey our opinions and concerns over proposed actions that will affect the City’s operations. We realize that not all situations are easily defined or resolved. We will take a creative approach in addressing difficult problems. Instead of spending time telling the City why something cannot be done, we will focus on creative solutions advising the City to how best accomplish the task. Our U. P. communities need positive and progressive solutions.

Aside from the technical aspects of the engineering work, we understand that issues must be presented and explained to the City Council and general public in a professional manner that is clear and concise. Mr. Sjoquist and Mr. Nowack have attended hundreds of public meetings to discuss projects and situations requiring engineering input. Our company philosophy is to be honest and forthright at public meetings. We are not in the business of selling projects that are not needed by a community. We are in business for the long-term. It is in our best interest to provide engineering services that are genuinely needed and beneficial to our community.

Coleman Engineering is also dedicated to providing safe workplaces. Our employees receive appropriate safety training and our company employs detailed safety procedures and protocol. We are constantly striving to improve safety in our work environments.

The following paragraphs explain our approach and ability to provide services to the City:

### **Project Design**

Coleman Engineering has been providing professional civil engineering services since 1969. We have assembled a complete staff to competently design and implement a wide range of infrastructure projects. Our designs incorporate standard construction procedures and state-of-the-art advancements in materials and applications. Our design philosophy is to provide long-term solutions while maintaining fiscal responsibility

### **Construction Management**

Our staff includes construction inspectors and engineers with many years of experience in a wide range of construction projects. Our inspectors are trained to observe construction activities and to document compliance with the Contract Documents. Coleman's staff of geotechnical engineers provides expert quality assurance and quality control (QA/QC) services. When a problem arises on a construction site, we promptly document the situation and assemble a team of experienced personnel to address the problem and present solutions. We have developed procedures for documenting construction activities and QA/QC. We frequently meet with the Owner and Contractor to discuss job progress and schedules. Property owner concerns are always dealt with professionalism in a timely manner.

### **Contract Management**

Coleman Engineering's staff recognizes that Contract Management is a vital component of any project. In today's litigious world, proper legal instruments and documentation are keys to protecting our clients' interests. We place a high emphasis on clear and concise wording in all correspondence and documents that we generate. We normally utilize the Engineer's Joint Contracts Document Committee (EJCDC) format for our Contract Documents. These documents are nationally recognized industry standards for use in implementing construction projects. Typical Construction Management activities include generation and review of Payment Requests, Change Orders, Work Orders and Substantial Completion Certificates. Our staff is trained to recognize problems and utilize appropriate procedures to address these problems as they relate to the Contract Documents.

### **Surveying**

Our survey staff consists of 10 Professional Surveyors and 40 Technicians that are trained in all aspects of land surveying. Our staff utilizes state-of-the-art equipment including Static GPS, RTK instruments and digital levels as well as Total Stations and Automatic Engineering Levels. Our staff's experience ranges from design topographic surveys, to cross-sections or DTM, plats of survey, certified survey maps, staking of highway right-of-way, PLSS corner perpetuation, aerial mapping control, remonumentation, construction layout for roadways, interchanges, commercial buildings, boundary surveys, land development surveys, and legal descriptions. We are confident in our ability to perform the surveying services required by the City of Menominee within your defined schedule by utilizing any of our survey crews located out of our Iron Mountain office. Our staff will provide the City with hard copies of maps as well as digital format preference.

### **GIS and Mapping Development/Integration (future)**

Geographic Information Systems (GIS) and Mapping Development/Integration can be powerful tools for increasing efficiency of City operations. When the City decides to start implementation of a GIS database, Coleman Engineering is ready and capable to set up a system that is practical and useful to all City departments. One goal will be to assemble accurate and complete records of existing and upgraded infrastructure. This information will be assembled in clear and concise format that will be readily available and compatible with the City's methods of archiving. Another goal will be to assemble zoning and assessing data. With GIS, this data is overlaid on a City map. Whenever there is a question about a particular parcel or area, the City employees need only to select the target area on the computer and the desired information will be displayed. We are currently working with several communities in setting up and operating their comprehensive GIS inventories. These efforts involve surveying, engineering and CAD expertise. If the City decides to enhance a GIS program, Coleman Engineering is prepared to guide and implement a program that best fits the needs of the City of Menominee.

### **Long-Term Planning**

Long-term planning involves multiple goals that must be assembled into a coordinated agenda that serves the broader general public good. Many of our local communities have prepared specific planning documents that sit on the shelf and collect dust. Planning is a dynamic process. Situations and goals are always changing. A good planning document is specific enough to initiate tangible actions, yet flexible enough to be updated and changed to meet changing trends. Our company philosophy in regards to planning centers on the "Smart Growth" principles. The Smart Growth program is a set of guidelines that communities use when setting up planning activities.

Smart Growth helps community leaders and citizens envision "What kind of community do we want?" Smart Growth seeks solutions that:

1. Emphasize predictable outcomes yet remain open to innovation;
2. Involve citizens in the decision-making process;
3. Emphasize long-term effectiveness over short-term gain; and
4. Balance the broader general good with narrower private interests.

Our approach to serving the City of Menominee on planning issues would involve providing oversight and guidance to the planning process. We are able and qualified to take a particular plan from start to finish, but City resources may be conserved by utilizing an entity such as CUPPAD to assemble portions of the plan. We can provide oversight and guidance to the planning process to ensure the vision of the City is carried out through input from the Planning Commission and the various City Committees and Boards.

### **Grant Writing and Funding Development & Assistance**

A key to implementation of infrastructure development and maintenance is the ability to fund needed projects. Coleman Engineering has extensive experience on assisting municipal entities with Grant Writing and Funding Development activities. Our engineers are actively involved with securing funding from various sources. Once a project scope and need is determined, we will work with the City in applying for funds with the appropriate agency. Grant and funding assistance will be researched through the Michigan Department of Transportation (MDOT), Michigan Department of Environmental Quality (MDEQ), Michigan State Housing Development Authority (MSHDA), Federal Emergency Management Administration (FEMA), United States Department of Agriculture (USDA), Rural Development, Homeland Security, Michigan Economic Development Corporation (MEDC) and other agencies as appropriate. In addition, funding may be researched with foundations, corporations and individuals that target specific projects for financial assistance.

### **Cooperative Agreement**

Continuing our strong and successful relationship with the City of Menominee will be a top priority of Coleman Engineering. As such, competent personnel will always be made available to serve the needs of the City.

We are open to suggestions on a form of agreement that can be executed between the City and Coleman Engineering. As a starting suggestion, we have included a draft Professional Services Agreement and Work Order. For now, the work order amount is left blank. From past experience in other communities, we have entered an amount equal to the City Managers discretionary spending limit. This is typically in the \$5,000 to \$10,000 range. As the City uses our services, they are charged against the Work Order. Over time and assuming the City is happy with our service, a new Work Order would be signed when the amount of the first Work Order is exhausted. Fees charged to this work order would only occur at the direction of the City of Menominee (designated representatives) for services described above. We have attached Coleman Engineering's Standard Rate Schedule for your information.

As with any of our long-term clients, we will not charge for every phone call or every issue. We will let you know when we think we need to charge a service to this General Municipal Engineering Agreement. We expect that larger type projects will be procured under normal City procedures.

Coleman Engineering has enjoyed working with the City of Menominee over the last several years. We very much look forward to serving the City in the capacity of your Municipal Engineer. Please feel free to contact me with any questions you may have.

Sincerely,  
COLEMAN ENGINEERING COMPANY

Jeff Sjoquist, P.E.  
Principal

JSS/grp

Enclosures



AGREEMENT NO. 190139  
PROJECT NO. 190139  
WORK ORDER NO. 01

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

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

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

PROJECT: General Municipal Engineering Services

SERVICES: As described in our proposal letter dated \_\_\_\_\_; a copy of which is attached and made part of this contract.

FEES: Services will be completed for an estimated not-to-exceed fee of \$\_\_\_\_\_ for the scope of work, the assumptions and the conditions set forth in our proposal letter dated \_\_\_\_\_ a copy of which is attached and made part of this contract.

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

**SPECIAL TERMS AND CONDITIONS:**

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

**AUTHORIZATION**

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

Requested By:  
THE CITY OF MENOMINEE

Accepted By:  
COLEMAN ENGINEERING COMPANY

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

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

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

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

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

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



## COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801  
PHONE: 906-774-3440 • FAX: 906-774-7776

200 EAST AYER STREET • IRONWOOD, MI 49938  
PHONE: 906-932-5048 • FAX: 906-932-3213

March 6, 2019

Mr. Tony Graff  
City Manager  
City of Menominee  
2511 10<sup>th</sup> Street  
Menominee, MI 49858

Re: General Municipal Engineering Services

Dear Mr. Graff:

We thank you for the opportunity to work with the City and assist with performing municipal engineering functions during your search for a new City Engineer. It is our understanding the City may need help with items such as the following:

- Responding to engineering questions from department heads dealing with roads, water, sewer and miscellaneous issues;
- Developing Specifications for Bids on minor City projects;
- Review of bids and offering Recommendations of Award;
- Providing engineering estimates for projects and tasks;
- Obtaining permits for various City projects and operations;
- Monitoring permit compliance;
- Assistance with grant writing and administration of grants;
- Interfacing with regulatory agencies such as MDOT and MDEQ;
- Professional Engineering sign-off/stamps for regulatory and funding agencies;
- Assistance with planning activities for budgetary, layout and estimating activities;
- Site plan reviews as per department and zoning needs;
- Building Permit assistance;

- Engineering recommendations for street closure plans and utility abandonments; and
- City Council and Committee assistance with engineering issues as requested.

In general, Coleman Engineering Company will be available to assist the City with any engineering issues that may arise to address items that normally would be handled by the City Engineer. We anticipate that department heads will contact us with their needs, but the City Manager will need to approve any invoices or charges.

#### **Cooperative Agreement**

Continuing our strong and successful relationship with the City of Menominee will be a top priority of Coleman Engineering. As such, competent personnel will always be made available to serve the needs of the City.

We have worked with the City Attorney and came up with a Professional Services Agreement that is acceptable to him and Coleman Engineering. For now, the work order amount is left blank. From past experience in other communities, we have entered an amount equal to the City Manager's discretionary spending limit. This is typically in the \$5,000 to \$10,000 range. As the City uses our services, they are charged against the Work Order. Over time and assuming the City is happy with our service, a new Work Order would be signed when the amount of the first Work Order is exhausted. Fees charged to this work order would only occur at the direction of the City of Menominee (designated representatives) for services described above. We have attached Coleman Engineering's Standard Rate Schedule for your information.

As with any of our long-term clients, we will not charge for every phone call or every issue. We will let you know when we think we need to charge a service to this General Municipal Engineering Agreement. We expect that larger type projects will be procured under normal City procedures.

This arrangement can be cancelled or amended by the City at any time.

Coleman Engineering has enjoyed working with the City of Menominee over the last several years. We very much look forward to serving the City in the capacity of your Municipal Engineer. Please feel free to contact me with any questions you may have.

Sincerely,  
COLEMAN ENGINEERING COMPANY

Jeff Sjoquist, P.E.  
Principal

JSS/grp

Enclosures

# COLEMAN ENGINEERING COMPANY

## PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. 190139

This Agreement is entered into this 31<sup>st</sup> day of July 2019, by and between the City of Menominee, Michigan a governmental entity (hereinafter referred to as "CLIENT") and Coleman Engineering Company, a Michigan corporation (hereinafter referred to as "COLEMAN").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. Services

The specific work (the "Services") to be performed by COLEMAN and its directors, officers, shareholders, employees, agents, affiliates, independent professional associates, consultants and subcontractors (collectively, "COLEMAN") on behalf of the CLIENT shall be described and authorized from time to time by a fully executed Work Order, Cost Estimate or Proposal, each such document defining an individual project (the "Project") shall be serially numbered, attached to this Agreement and collectively labeled "Exhibit A." Each component of Exhibit A to this Agreement shall be prepared by COLEMAN and submitted to the CLIENT's designated representative for review, approval and signature prior to initiation of Services on the Project. All Services authorized by Exhibit A(s) shall be subject to the terms of this Agreement.

### 2. Compensation for Services

(a) Services shall be invoiced in accordance with Exhibit A and the COLEMAN STANDARD RATE SCHEDULE. Unless otherwise stated, the cost estimate of compensation for Services presented in Exhibit A is for budgeting purposes only and is not a fixed price. If it becomes apparent that the budgetary estimate is not sufficient to complete the Project in a satisfactory manner, COLEMAN will endeavor to advise the CLIENT. Unless COLEMAN is notified in writing to stop work prior to completing the Project, all costs incurred to complete the Project, even if greater than the cost estimate, shall be invoiced.

(b) COLEMAN will not adjust standard rates during the term of this Agreement which will end no later than December 31, 2019. The amount of any excise, VAT, sales or gross receipts tax that may be imposed on COLEMAN because of the Project shall be added to the total compensation for Services as determined herein.

(c) Cost estimates of compensation for Services do not include time spent by COLEMAN related to legal proceedings. CLIENT shall be responsible for and pay COLEMAN at its prevailing rates for all time spent by its personnel in connection with any court, administrative or other legal proceedings arising from or relating to Services provided under this Agreement, regardless of whether or not COLEMAN is subpoenaed to appear at such proceedings by CLIENT or any third party (CLIENT shall be entitled to a credit against such fees for any statutory witness fees paid to COLEMAN by CLIENT or any third party).

### 3. Invoices and Payments

Invoices shall be submitted once a month or upon completion of Services, whichever occurs earlier, and payment is due upon receipt of the invoice. A service charge of one percent (1.0%) per month shall be added to all accounts which are not paid by CLIENT within sixty (60) days of billing. All payments should be remitted to:

Coleman Engineering Company  
635 Circle Drive  
Iron Mountain, Michigan 49801

### 4. CLIENT'S Responsibilities

CLIENT shall at such times as may be required by COLEMAN for the successful and expeditious completion of the Services: (a) Obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services; (b) Provide COLEMAN with all known information regarding conditions at the Project site, including subsurface conditions, as well as existing specifications, documents, and drawings regarding aboveground structures and facilities; and (c) Appoint an individual who shall be authorized to act on behalf of CLIENT, with whom COLEMAN may consult at all reasonable times, and whose instructions, requests, and

decisions will be binding upon CLIENT as to all matters pertaining to this Agreement and the performance of the Parties hereunder.

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## **5. Confidentiality**

(a) Each Party shall retain as confidential all information and data delivered to it by the other party, which (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, fee schedules, and similar information; or (ii) are designated in writing as confidential at the time of delivery. Confidential information shall not be disclosed to any third party unless required by law or regulation.

(b) Nothing herein is meant to preclude either party from disclosing and/or otherwise using confidential information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

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## **6. Maintenance of Professional Standards and Ethics**

COLEMAN shall perform its Services in accordance with prevailing professional standards and ethics, as well as applicable laws or regulations. If COLEMAN believes that compliance with the CLIENT's directions could violate applicable professional standards or ethics, laws or regulations, then COLEMAN shall so advise the CLIENT, and the CLIENT and COLEMAN shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing a solution, either party may terminate this Agreement in accordance with Paragraph 18.

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## **7. Representations and Warranties of COLEMAN**

In performing the Services COLEMAN shall provide present engineering and/or scientific judgment and use a level of effort consistent with the standard of professional practice on the date hereof and in the locale of the Project. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, COLEMAN MAKES NO WARRANTY WHATSOEVER REGARDING THE SERVICES, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) WARRANTY OF TITLE; OR (4) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY COLEMAN OR ANY PERSON ON BEHALF OF COLEMAN CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED BY COLEMAN TO CLIENT.

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## **8. Deliverables**

(a) All Project deliverables (the "Deliverables"), including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by COLEMAN pursuant to this Agreement are part of the Services contracted for by CLIENT and shall become CLIENT's property upon final payment due COLEMAN for COLEMAN's Services under this Agreement. COLEMAN shall retain one (1) set of all Deliverables for its files.

(b) Deliverables are not suitable for use or reuse by CLIENT, its employees, agents or subcontractors on any extension of the Project or on any other project without the prior written authorization of COLEMAN. Such authorization is essential because it requires COLEMAN to evaluate the Deliverables' applicability given new circumstances, including, but not limited to, the passage of time.

(c) CLIENT shall indemnify and hold harmless COLEMAN from and against any and all claims, damages, losses, and expenses arising out of or resulting from the CLIENT's unauthorized reuse of any Deliverables.

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## **9. Recognition of Risk**

CLIENT acknowledges that the Services may give rise to unintended consequences and recognizes the risk associated with the Services. CLIENT agrees that COLEMAN shall not be liable to CLIENT for

(a) investigations by COLEMAN that disclose the presence of existing, uncontrolled hazardous or toxic substances, hazardous or toxic wastes, pollutants and contaminants, or other waste materials (the "Waste Materials");

- (b) any disclosure to appropriate regulatory agencies, which may be required by the CLIENT as a result of the discovery of any uncontrolled Waste Materials at the Project site;
- (c) the variance of data on site conditions (geological, geotechnical, groundwater characteristics, and Waste Material properties) from those encountered during initial site investigations or any uncertainty with respect to the interpretation of conditions at the Project site resulting from available surveys, borings, logs, field notes, laboratory test data, etc.;
- (d) inability to achieve results required by governmental regulations relating to control of Waste Materials, which cannot be accomplished in an absolute sense (e.g., the construction of impermeable liners);
- (e) projects, such as hazardous substance, waste or sanitary landfill sites that may not perform as anticipated by CLIENT, over time, even though COLEMAN's Services are performed in accordance with the Agreement; or
- (f) contamination of previously uncontaminated soils and water by existing, uncontrolled Waste Materials as a result of exploration methods, (e.g., drilling, boring, or trench excavating) ordinarily performed within the profession and as part of the Services.

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#### 10. Limitation on the Scope of Services

CLIENT acknowledges that (i) COLEMAN has had no role in generating, treating, storing or disposing of Waste Materials which may be present at Project site; and (ii) COLEMAN has not benefited from the processes that produced such Waste Materials. Any Waste Materials encountered by or associated with Services provided by COLEMAN on the Project shall at no time be or become the property of COLEMAN. Arrangements for the treatment, storage, transport or disposal of any Waste Materials, which may be made by COLEMAN, shall be construed as being made solely and exclusively on CLIENT's behalf for CLIENT's benefit and CLIENT shall indemnify and hold harmless COLEMAN from and against any and all liability which arises out of the treatment, storage, transport or disposal of Waste Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring COLEMAN to assume the status of a generator, storer, treater or disposal facility as those appear within any federal, state or local statute, regulation or rule governing treatment, storage, transport and/or disposal of Waste Materials.

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#### 11. Insurance

Upon request, COLEMAN shall furnish copies of insurance certificates and actual policies evidencing that it maintains the following coverages:

<u>Type</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000
General Liability – Combined (Bodily Injury and Property Damage)	\$1,000,000 each occurrence; \$2,000,000 aggregate
Automobile Liability – Combined (Bodily Injury and Property Damage)	\$1,000,000 each occurrence
Professional/Pollution Liability	\$5,000,000 each occurrence
Excess Liability (Umbrella Form)	\$10,000,000

Upon request additional insurance coverage may be sought and, if available, procured at CLIENT'S expense.

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#### 12. Limitation of COLEMAN's Liability to CLIENT

(a) Except for (i) claims covered under the policies of insurance and policy limits listed in Paragraph 11; and (ii) for circumstances caused by the willful misconduct of COLEMAN, any and all liability or claim for damages levied against COLEMAN by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts) or otherwise, including claims against COLEMAN's directors, officers, shareholders, employees, agents, affiliates, professional associates, consultants and subcontractors, shall be limited to the amount of COLEMAN's total compensation on the affected Project less amounts paid to its independent professional associates, consultants and subcontractors.

(B) IN NO EVENT WILL COLEMAN BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DIRECT OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF CAPITAL, CLAIMS OF CUSTOMERS, COST OF PURCHASE OR REPLACEMENT, OR FOR ANY OTHER LOSS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING FROM ANY CAUSE WHATSOEVER.

(c) Any claim, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by CLIENT in writing and received by COLEMAN within one (1) year after CLIENT reasonably knew or should have known of its existence but, in no event, shall such claim be asserted by CLIENT later than six (6) years after COLEMAN's completion of the Services with respect to which the claim is made.

---

### **13. ~~COLEMAN's Indemnification of CLIENT~~**

~~Subject to Coleman's Limitation of Liability as set forth in Paragraphs 7, 9, 10 and 12 of this Agreement, COLEMAN shall, to the maximum extent permitted by law, indemnify and hold harmless CLIENT and its directors, officers, shareholders, employees, and agents from and against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorney fees and expenses), or diminution of value, whether or not involving a third party claim, which (i) are made against CLIENT by unrelated third parties; and (ii) arise from the gross negligence or willful misconduct of COLEMAN.~~

---

### **14. ~~CLIENT's Indemnification of COLEMAN~~**

~~CLIENT shall, to the maximum extent permitted by law, indemnify and hold harmless COLEMAN from and against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorney fees and expenses), or diminution of value, whether or not involving a third party claim, which (a) exceed the limitation of COLEMAN's liability provided for in Paragraph 11; (b) exceed the limit of COLEMAN's insurance coverage; or (c) arise out of or are in any way connected with (i) any release or threatened release of Waste Materials, or any other generation, treatment, storage, transport or disposal of Waste Materials, provided that such was not caused by COLEMAN's gross negligence or willful misconduct; or (ii) the acts or omissions of CLIENT, CLIENT's employees, agents and subcontractors and their employees and agents.~~

---

### **15. Modifications, Counterparts and Signatures to the Agreement**

(a) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by an authorized representative of each party. It is the desire of the Parties to keep changes in the scope of Services at a minimum; however, CLIENT or COLEMAN may, from time to time, request modification of the scope of Services. If requested, COLEMAN shall promptly provide revised cost estimates to CLIENT reflecting the changes.

(b) This Agreement and any modifications to it may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

(c) The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile or by electronic mail in lieu of an original signature, and facsimile or electronically signed documents shall be deemed to have the same legal effect as delivery of an original signed copy.

---

### **16. Force Majeure**

Neither the CLIENT nor COLEMAN shall hold the other responsible for damages or delays in performance caused by *force majeure* or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For this purpose, *force majeure* shall include, but not necessarily be limited to, unusually severe weather, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, unanticipated site conditions, acts of God, acts of the Government of the United States or the several states, or any foreign country, or any of them acting in their sovereign capacity. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Paragraph 18.

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### **17. Project Delays**

(a) If COLEMAN is delayed at any time in the progress of Services for any specific activity (i) by an act, failure to act, or neglect of CLIENT or CLIENT's employees or any other party; (ii) by changes in the scope of Services; or (iii) by delay authorized by CLIENT and agreed to by COLEMAN; then the time for completion shall be extended. Additionally, COLEMAN SHALL receive an equitable compensation adjustment if delays caused by any of the above events result in additional costs to COLEMAN.

(b) In order to effectuate such modifications to COLEMAN's Project duration and/or compensation for Services, COLEMAN shall notify CLIENT, in writing, within fourteen (14) days of when COLEMAN reasonably knew or should have known of the impact of the occurrence of such event upon its Services to CLIENT. Thereafter, CLIENT and COLEMAN shall immediately enter into discussions to arrive at a mutually satisfactory amendment pursuant to Paragraph 15 revising COLEMAN's Project duration and/or compensation for Services. If no such amendment is accomplished, either party may terminate this Agreement in accordance with Paragraph 18.

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### **18. Termination, Suspension or Abandonment**

(a) This Agreement may be terminated by either party upon thirty (30) days written notice (i) should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party; or (ii) if the right to terminate is referenced in this Agreement.

(b) If the Project is suspended by CLIENT, COLEMAN shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, COLEMAN's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of COLEMAN's Services.

(c) If the Project is suspended by CLIENT for more than ninety (90) consecutive days, COLEMAN may immediately terminate the Agreement by giving written notice.

(d) If CLIENT fails to make payment when due COLEMAN for Services, COLEMAN may, upon fourteen (14) days written notice to CLIENT, suspend performance of Services under this Agreement. Unless payment is received in full by COLEMAN within ten (10) days of date of notice, the suspension shall take place without further notice. In the event of suspension of Services, COLEMAN shall have no liability to CLIENT for delay or damage caused by CLIENT because of such suspension of Services.

(e) Regardless of which party shall effect termination or the cause therefor, CLIENT shall, within thirty (30) calendar days of termination, pay COLEMAN for Services rendered and costs incurred, in accordance with this Agreement and COLEMAN's then-prevailing STANDARD RATE SCHEDULE. Services and the associated costs shall include those rendered up to the time of termination, as well as those associated with termination and post-termination activities, including, but not limited to demobilization, modification of schedules, reassignment of personnel, decontamination and/or disposal of equipment, and disposal and replacement of contaminated consumables.

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### **19. Dispute Resolution Costs**

In the event that legal action is brought by either party against the other for liability or claim for damages or otherwise, including but not limited to (i) non-payment of invoices; (ii) enforcement of the terms and conditions of this Agreement; or (iii) enjoining any party from violating the terms and conditions of this Agreement; then the successful party shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

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### **20. Term of the Agreement**

This Agreement shall remain in full force and effect until (i) COLEMAN's completion of the Services; or (ii) termination by either party in accordance with Paragraph 18. Completion of Services for any given Project shall be defined as occurring at the earlier of (i) thirty (30) days after the date when required Deliverables are delivered for final review to CLIENT and/or the applicable regulatory agency or agencies; or (ii) thirty (30) days after substantial completion of the Services in accordance with the terms and conditions of this Agreement and Exhibit A thereto. This Agreement for General Municipal Engineering Services shall terminate on December 31, 2019 or earlier as stated above.



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**21. Information Provided by CLIENT or Others**

(a) COLEMAN shall indicate to CLIENT the information needed for rendering the Services described in Exhibit A, as well as, likely sources of this information, with such sources to include but not be limited to CLIENT. COLEMAN shall review existing information provided by others and shall give CLIENT its opinion as to the risks associated with reliance on such information. CLIENT understands that it is impossible to eliminate all risks because of inherent limitations on the techniques available to develop the information, and/or because of errors, omissions or inaccuracies which may exist in the information.

(b) To the extent that CLIENT expects COLEMAN to rely solely upon existing information, without the opportunity for COLEMAN, in its professional and/or scientific judgment, to appropriately validate the accuracy and reliability of such information, the CLIENT agrees to waive any claim against COLEMAN and to indemnify and hold harmless COLEMAN from and against any and all claims, losses, damages, costs and/or fines, or liability for injury or loss or legal or administrative proceedings allegedly arising from errors, omissions or inaccuracies in existing information provided to COLEMAN by CLIENT or others.

---

**22. Continuity of Services**

(a) CLIENT agrees that if Services are bid and awarded in phases, and COLEMAN provides only one phase of the Project, then CLIENT shall not hold COLEMAN responsible for any interpretation, clarification, substitution, or modification of COLEMAN's Deliverables being carried out by CLIENT or others.

(b) Nothing contained in this Paragraph shall be construed to release COLEMAN from liability for failure to perform, in accordance with professional standards, any duty or responsibility which COLEMAN has undertaken or assumed under this Agreement.

---

**23. Right of Entry**

CLIENT shall provide for COLEMAN's right to enter, from time to time, Project site and/or adjacent properties, owned by CLIENT and/or other(s), in order for COLEMAN to complete its Services. CLIENT understands that use of exploration equipment may cause some property damage, the correction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in a reduction of the property's value.

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**24. Utilities**

CLIENT and/or his designee shall be responsible for identifying the location of all utility lines and subterranean structures within the property lines of the Project site and/or adjacent properties, as the case may be. COLEMAN shall request responsible utilities and/or other appropriate public agencies to locate any utility lines known to exist within the public rights-of-way. CLIENT agrees to indemnify and hold harmless COLEMAN from and against any and all damage to utilities or subterranean structures which are not correctly located within the property lines of the Project site and/or adjacent properties, as the case may be.

---

**25. Samples**

Samples shall be returned to CLIENT for final disposition, or at CLIENT's direction shall be disposed of in the proper manner according to the applicable regulations for the handling, storage, transport, and disposal of such materials at CLIENT's cost. Under no circumstances shall this Agreement be construed or interpreted to create any right, title, interest or responsibility for such samples by COLEMAN.

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**26. No Guarantee regarding Cost**

COLEMAN makes no guarantee that proposals, bids, or total construction costs will conform with opinions of probable cost prepared by COLEMAN. COLEMAN's opinion of probable construction costs and/or operations and maintenance costs provided for herein are made on the basis of COLEMAN's past experience and judgment as a design professional, familiar with the construction industry.

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**27. Limitations regarding Review of Shop Drawings**

COLEMAN may review and approve (or take other appropriate action in respect of) shop drawings, samples and other data which CLIENT's contractor(s) (collectively, the "General Contractor"), but only for conformance with the design concept of the Project and compliance with the information provided in the contract drawings and specifications or other Project deliverables. In no event shall such reviews, approvals or other actions extend to means, methods, techniques, sequences or procedures of construction, safety precautions and programs or activities incident thereto.

---

**28. Limitations regarding Field Observation, Monitoring and Testing**

COLEMAN expressly negates responsibility for the performance of the General Contractor, its finished product, and its work in accordance with CLIENT's requirements. The purpose of COLEMAN's presence at the Project site during construction is to enable COLEMAN to better carry out the duties and responsibilities assigned to and undertaken by COLEMAN. During such visits or as a result of such field observations, monitoring and testing, COLEMAN shall not (i) supervise, direct or have control over the General Contractor's work; (ii) have authority over or responsibility for the General Contractor's means, methods, techniques, sequences or procedures, whether related to safety or otherwise; or (iii) be responsible for any failure of General Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to General Contractor's furnishing and performance of work.

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**29. No Responsibility for Safety**

COLEMAN is not responsible for the safety of any individual other than COLEMAN employees and COLEMAN contractors. Any construction review by COLEMAN of the General Contractor's performance does not include a review of the adequacy of the General Contractor's safety measures in, on, or near the Project site. The General Contractor shall be solely and completely responsible for working conditions at the Project site, including safety of all persons and property related to the General Contractor's work, whether during normal working hours or otherwise.

---

**30. Notice of Lien Rights – Wisconsin Sites Only**

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, COLEMAN HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COLEMAN, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. COLEMAN AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

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**30. Notice of Lien Rights – Minnesota Sites Only**

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO CLIENT'S PROPERTY MAY FILE A LIEN AGAINST CLIENT'S PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, CLIENT HAS THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM COLEMAN'S CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE COLEMAN FROM CLIENT UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

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**30. Notice of Commencement – Michigan Sites Only**

CLIENT may be required to provide a Notice of Commencement pursuant to State law.

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**31. Independent Contractor**

COLEMAN shall not act as CLIENT's agent or employee, but rather, as an independent contractor. COLEMAN shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

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**32. Equal Employment Opportunity – Federal Contracts Only**

In the performance of Services under this Agreement, COLEMAN agrees not to discriminate against any employee or applicant because of race, color, religion, sex, national origin, handicap, age, status as a parent, sexual orientation, gender identity, or for inquiring about, discussing, or disclosing compensation information. Any subcontracts of COLEMAN will require the same commitment to nondiscrimination.

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**33. Assignment**

This Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other; which consent (i) shall not be unreasonably withheld; and (ii) shall be provided in a timely manner.

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**34. Notices**

Any notices required or permitted to be sent may be delivered personally, or certified mail, return receipt requested, to the signatories of this Agreement at the addresses set forth herein or such other addresses as the parties may designate.

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**35. Entire Agreement**

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by COLEMAN to CLIENT and shall apply to Exhibit A, unless otherwise stated therein. This Agreement may be amended only by a written instrument signed by each party.

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**36. Precedence**

The terms of this Agreement shall take precedence over any inconsistent or contradictory provisions contained in any CLIENT-issued purchase order, requisition, notice to proceed, or like document regarding COLEMAN's Services.

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**37. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intentions of the stricken provision.

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**38. Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility between CLIENT and COLEMAN or limiting liability of COLEMAN shall survive the completion of Services hereunder and the termination of this Agreement.

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**39. Governing Law**

This Agreement shall be governed by and interpreted pursuant to the rules of the State in which the Project site is located.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

THE CITY OF MENOMINEE, MICHIGAN

COLEMAN ENGINEERING COMPANY

Signature: Tony Graff

Signature: Jeff Sjoquist

By: Tony GRAFF

By: Jeff Sjoquist, P.E.

Title: CITY MANAGER

Title: Principal

Phone: 906-863-7747

Phone: 906-774-3440

Address: 2511 10th Street

Address: 635 Circle Drive

Menominee MI 49858

Iron Mountain, Michigan 49801



## COLEMAN ENGINEERING COMPANY

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

200 EAST AYER STREET  
IRONWOOD, MI 49938  
PHONE: 906-932-5048

120 US HWY 41 E, STE. 8  
NECAUNEE, MI 49866  
PHONE: 906-475-7489

790 MARVELLE LANE, UNIT 3  
GREEN BAY, WI 54303  
PHONE: 920-264-9404

Effective: January 1, 2019

### STANDARD FEE SCHEDULE

1) Principal; Engineer PE/Surveyor PS 15	\$ 133.00 /Hour
2) Department Manager; Engineer PE/Surveyor PS/Scientist 13; Technician 25	\$ 112.00 /Hour
3) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 11; Technician 23	\$ 102.00 /Hour
4) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 9; Planner 9; Technician 21	\$ 92.00 /Hour
5) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 7; Technician 19	\$ 81.00 /Hour
6) Engineer PE/Surveyor PS/Geologist PG; Hydrogeologist/Scientist 6; Technician 17	\$ 72.00 /Hour
7) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 5; Technician 15	\$ 67.00 /Hour
8) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 4; Technician 13	\$ 62.00 /Hour
9) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 3; Technician 11	\$ 57.00 /Hour
10) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 2; Technician 9	\$ 52.00 /Hour
11) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 1; Technician 7	\$ 48.00 /Hour
12) Clerical	\$ 41.00 /Hour
13) One-Man Survey Crew	\$ 102.00 /Hour
14) Two-Man Survey Crew	\$ 132.00 /Hour
15) Three-Man Survey Crew	\$ 152.00 /Hour
16) One-Man GPS Survey	\$ 127.00 /Hour
17) Two-Man GPS Survey Crew	\$ 182.00 /Hour
18) Three-Man GPS Survey Crew	\$ 212.00 /Hour

- o Vehicle usage will be charged at \$0.75 per mile.
- o Per diem rates will follow the current U.S. General Service Administration (GSA) rates.
- o Non-exempt employee overtime will be invoiced at 1.5 times the standard hourly rates noted above for projects specifically requiring overtime. All other overtime will be charged as noted above, except that it will be prorated among all projects worked on during any calendar week.
- o All other direct expenses including, but not limited to, materials, supplies, special equipment, subcontracted services, rental equipment, purchased services, etc., will be charged at actual cost plus 15 percent.
- o Expert witness testimony, participation in depositions, hearings and court time associated with legal proceedings will be charged at twice the personnel fee schedule rate.
- o Progress invoices will be issued monthly and shall be due and payable upon receipt. Balances past due more than sixty (60) days shall be subject to a monthly finance charge of 1.0 percent (which is an annual rate of 12 percent per year) until paid.

This Fee Schedule is intended to be used for projects which do not involve environmental concerns. If environmental issues exist at the inception of a project, or if they become apparent during a project, Coleman Engineering Company's Environmental Fee Schedule will be utilized.

\*Equipment and unit rates available upon request.



## City of Menominee City Council Agenda Item

**TITLE:** Service Agreement – Frank's Repair

**Requesting Agency:** Administration

**Meeting Date:** March 21, 2022

**Contact:** Brett Botbyl, Interim City Manager

**Public Hearing:** N/A

**Phone:** 906-863-1747

**Advertising Date:** N/A

**Council District:**

**Attachments:** Franks Repair Vehicle Maintenance Agreement

### **PURPOSE:**

To approve the service agreement with Frank's Repair for Department of Public Works vehicle maintenance and repair services.

### **BACKGROUND:**

Council members were inquiring about a service agreement with Frank's Repair. Evidently an agreement existed, but was not presented to City Council for approval.

### **BUDGET IMPACT:**

### **STAFF RECOMMENDATION / ACTION REQUESTED:**

To approve the service agreement with Frank's Repair and authorize the Interim City Manager and City Clerk/Treasurer to execute the necessary documents.

### **COMMITTEE RECOMMENDATION / ACTION:**

A Public Safety/Public Works Committee meeting was scheduled for March 15, 2022; however, a quorum of the committee was not present. This is being sent to City Council for their approval of the service agreement with Frank's Repair for Department of Public Works vehicle maintenance and repair services and authorize the City Clerk/Treasurer and Interim City Manager to execute the necessary documents.

**VEHICLE MAINTENANCE AGREEMENT**  
**BETWEEN THE CITY OF MENOMINEE AND**  
**FRANKS REPAIR**

This agreement is made by and between the City of Menominee, a political subdivision of the state of Michigan, hereinafter referred to as "City" and FRANKS REPAIR SERVICE, a vehicle maintenance contractor for the City of Menominee, hereinafter referred to as "Franks".

1. **PURPOSE:** The Purpose of this agreement is for Franks to provide technical and professional labor, materials, and to perform operations necessary and required to provide maintenance and repair services for City of Menominee's Street Departments vehicle fleet.

1.1. *Equipment Covered:* The City of Menominee Fleet covered by this agreement includes (9) nine Plow Trucks:

Truck #13 - 1991 Ford L8000

Truck #8 - 1996 GMC

Truck #6 - 1997 IHC

Truck #2 - 2000 IHC

Truck #16 - 2000 IHC

Truck #46 - 2003 IHC

Truck #44 - 2014 IHC

Truck #45 - 2014 IHC

Truck #31 - 2017 IHC

1.2. *Equipment Not Covered:* City fleet vehicles not identified in 1.1 unless mutually agreed upon by both parties.

1.3. *Preventative Maintenance Schedule:*

Regular preventive maintenance (PM) shall be performed as specified by City. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle, including lube, oil and filter change, with safety inspection at each service. The City will notify Franks of services performed by an outside vendor to accurately maintain the City Fleet Department database.

Turn-around times for vehicles scheduled service will be 24 hours. Repairs to vehicles and equipment will be scheduled and with turn-around time dependent upon the extend of repairs and availability of parts.

1.4. *Hours of Operation:* Hours of operation for Frank's Maintenance facility are as follows:

Frank's facility shall be open and in operation seven (7) days a week; Monday through Friday 6am – 7pm; Saturday and Sunday 6am – 4pm. Repairs to high priority vehicles will be available on a 24-hour, seven day-a-week basis. If repairs are required to be done outside of hours listed above, a minimum 2 hours labor will be charged at the standard rate, plus \$200.00 call in charge.

1.5. *Warranty of Workmanship:* Franks agrees to warranty its workmanship on services and repairs for a period of 45 days from completion of work.

1.6. *Work Authorization:* Franks shall be authorized to complete any routine service or repair, which is less than \$1,000 (total parts and labor). Any service or repair, which is \$1,000 or more, shall require the specific authorization of the City Engineer/Director of DPW and a purchase order written and signed by the City Manager.

1.7. Franks shall promptly furnish the City Engineer/Director of DPW with a copy of each completed work order, including work done by outside vendors. Said work order will contain a detailed listing of all parts installed, labor hours, and other services rendered to the vehicle. Technician observations and recommendations shall be noted.

2. **COMPENSATION:** As full consideration for the satisfactory performance and completion by Franks of the services set forth in this Agreement, Franks shall invoice for actual services completed monthly as set forth below:

2.1. *Billing:* Franks shall bill the City direct for all services performed pursuant to this agreement.

Each charge shall be to a specific vehicle.

2.2. *Billing Rates:*

Labor \$96.00 /hour (includes overhead and mechanic helper costs)

Parts Cost + 30%

2.3. *Authorized Expenditure:* Total expenditure for services performed under this Agreement shall not exceed \$60,000.00

2.4. The City shall pay Franks within 30 days of receipt of proper monthly billing.

3. **TERMINATION:** Either party may, at any time after ten days from execution of this Agreement, terminate this agreement, in whole or in part, for convenience, by giving 60 days written notice specifying the effective date and scope of such termination. In the event of termination, all data prepared by Franks under this agreement shall become property of the City and shall be promptly delivered to the City. Upon termination, Franks may make and retain a copy of such materials. Franks shall be entitled to receive payment for work/services/materials provided prior to termination of the Agreement.

4. **ASSIGNABILITY**

This Agreement may not be assigned by either party without the consent of the other party.

5. **GOVERING LAW & VENUE**



Frank's and City agree that the law governing this agreement shall be the law of the State of Michigan. Proper venue for legal action regarding this Agreement will be in the County of Menominee.

**6. COMPLIANCE WITH LAWS**

Both parties shall comply with all applicable laws, ordinances, codes and regulations, whether local, state or federal.

**7. NOTICES**

Amendments will be considered as notices.

All notices required to be given under this Agreement, or which either party may wish to give, shall be in writing and shall be personally served or mailed by regular mail, postage prepaid and return receipt requested, addressed as follows:

Frank's:  
Frank's Repair  
N2467 Koronkiewicz, Ln.  
Peshtigo, WI 54157

City:  
City of Menominee  
2511 Tenth Street  
Menominee, MI 49858

Or to such other place as either party may designate by written notice. Amendments will be considered as notices.

**8. WRITTEN AGREEMENT**

This agreement represents the entire understanding by and between the parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the parties of their agents and representatives relative to the matters contained herein are revoked and extinguished by the Agreement.

**9. TERM OF AGREEMENT**

This Agreement shall commence on May 1, 2021 and shall have a term of two (2) years. It is understood, however, that either party shall have the right to terminate this Agreement on sixty (60) days written notice. City may exercise an option to extend the Agreement for three (3) additional one (1) year periods. On the same terms and conditions herein upon sixty (60) days written notice issued prior to the end of the then current term.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF MENOMINEE

FRANK'S SERVICE

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

Date: 4/21/21

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

By: 

City Manager  
City of Menominee

Shop Manager  
Franks Repairs



City of Menominee  
**City Council**  
Agenda Item

**TITLE: USDA Grant - DPW Equipment**

Requesting Agency: DPW

Meeting Date: March 21, 2022

Contact: Interim Manager Brett Botbyl

Public Hearing:

Phone: 863-5568

Advertising Date:

Council District: Citywide

Attachments: A: Dump/Plow Truck pricing and spec sheet

**PURPOSE:**

To discuss the equipment needs of the Department of Public Works and the possibility of submitting grants to the USDA for assistance with the procurement of such equipment.

**BACKGROUND:**

During the budget process for fiscal year 2021/2022 an International Dump/Plow truck and associated equipment was approved and approximately \$165,000 was appropriated into the DPW Capital Outlay. Due to the Covid-19 pandemic and supply issues there were delays with product availability. DPW was notified that there was a truck with different specifications available but it was determined that it would not suffice the needs of the DPW. Currently we have trucks and equipment in excess of 25 years old. Some of the trucks are unsafe with parts that are difficult to attain if at all due to the age of the equipment. Repairs continue to heighten and cause delays not to mention the additional expense.

I have since explored the possibility of USDA grants and determined that we will qualify for grants with a 35% reimbursement. As with all of our other USDA grants, we must pay in full prior to receiving our 35% reimbursement.

**Current Plow Trucks:**

Truck #13:	1991 Ford L8000	Truck #46	2003 IHC
Truck #08	1996 GMC	Truck #44	2014 IHC
Truck #06	1997 IHC	Truck #45	2014 IHC
Truck #02	2000 IHC	Truck #31	2017 IHC
Truck #16	2000 IHC		

Current Backhoe: 1996 Case 580L

**BUDGET IMPACT:**

Funds carried over from last fiscal year in the Capital Improvement line item would be utilized along with budgeting for more equipment this fiscal year.

**STAFF RECOMMENDATION / ACTION REQUESTED:**

To discuss the need for equipment and the approval to apply for USDA assistance through their grant program.

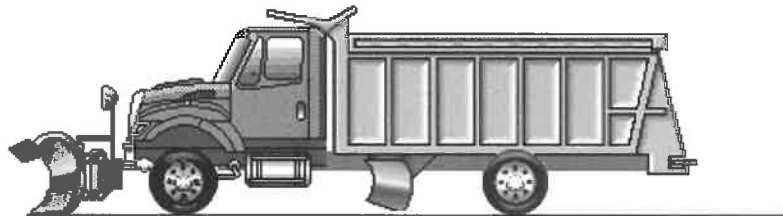
**COMMITTEE RECOMMENDATION / ACTION:**

A Public Safety/Public Works Committee meeting was scheduled for March 15, 2022; however, a quorum of the committee was not present. This is being sent to City Council for their authorizing the Interim City Manager to submit the necessary applications to the USDA for such equipment.

**Prepared For:**  
 City of Menominee DPW  
 DPW Director  
 1117 23rd Ave.  
 Menominee, MI 49858-2050  
 (906)863 - 3059  
 Reference ID: N/A

**Presented By:**  
 PACKER CITY INT'L TRKS  
 Mark Winkler  
 611 HANSEN ROAD  
 GREEN BAY WI 54304 -  
 (920)499-0879

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2023 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Front Plow and Underbelly Scraper with Spreader
<b>MISSION:</b>	Requested GVWR: 39000. Calc. GVWR: 43000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 41.28% / 3.44% @ 55 MPH Calc. Geared Speed: 67.2 MPH
<b>DIMENSION:</b>	Wheelbase: 173.00, CA: 98.00, Axle to Frame: 71.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.14
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

<b>Code</b>	<b>Description</b>
HV50700	Base Chassis, Model HV507 SFA with 173.00 Wheelbase, 98.00 CA, and 71.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VCL	AIR TANK LOCATION (2) Mounted 25" Back of Cab, Outside Right Rail, with Ground Clearance
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDL	BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

<b>Code</b>	<b>Description</b>
4XDM	BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord
8MMG	BATTERY SYSTEM {Deka/EAST PENN 9A31 AGM} Maintenance-Free, (3) AGM 12-Volt 2775CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TME	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

<u>Code</u>	<u>Description</u>
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHZ	BATTERY BOX Steel, 2-3 Battery Capacity, Mounted Inside the Cab, Under Passenger Seat, with High Ground Clearance Exhaust
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ANG	HOOD, HATCH (01) for Servicing
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESM	ENGINE, DIESEL {Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

<b>Code</b>	<b>Description</b>
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDC	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, 4 Speed S3 Secondary Shift Schedule for 5 or 6 Speed
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 6.14
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster

<u>Code</u>	<u>Description</u>
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SJX	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar
16SMY	SEAT, PASSENGER {Seats, Inc.} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl, for use with Batteries in Cab
16SPJ	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side
16XJP	INSTRUMENT PANEL Wing Panel
16XXC	COWL TRAY LID
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab
16ZPH	FLOOR, COATING LINE-X, Applied to Interior Cab Floor
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7382135440	(4) TIRE, REAR 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive



<u>Code</u>	<u>Description</u>
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
<b>Services Section:</b>	
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
<b>Body/Allied Equipment</b> <u>Code</u>	<u>Description</u>
1	Monroe
<b>Goods Purchased</b> <u>Code</u>	<u>Description</u>

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$177,007.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.