

**CITY OF MENOMINEE, MICHIGAN
MENOMINEE CITY COUNCIL
AGENDA FOR FEBRUARY 18, 2020
HELD AT CITY HALL - 2511 10th STREET – 6 p.m.**

A) CALL THE MEETING TO ORDER.

B) PLEDGE OF ALLEGIANCE TO THE FLAG.

C) ROLL CALL.

D) APPROVAL OF MEETING AGENDA.

E) MINUTES OF PREVIOUS MEETINGS.

- 1) Regular meeting of January 20, 2020.

F) COMMUNICATIONS.

- 1) Two (2) applications from KK Integrated Logistics, Inc. for Industrial Facilities Tax Exemption Certificates.
- 2) Jason Carviou, County Administrator on the County Millage Referendums.

G) PUBLIC HEARINGS.

H) PUBLIC COMMENT.

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

I) REPORTS OF OFFICERS.

- 1) Mayor Stegeman's "State of the City" address.
- 2) City Manager's report.

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

- 1) The Water and Wastewater Utility Board on accepting a proposal to replace MCC D at the WWTP.
- 2) The Water and Wastewater Utility Board on purchasing a Muffin Monster cutter head for the WWTP.
- 3) The Henes Park Board of Commissioners on revising the Grant Agreement with the John and Julie Henes Foundation for the Beach Pavilion Project.
- 4) The Finance Committee on revising the 2020 Poverty Exemption resolution.
- 5) The Finance Committee on accepting a proposal for the Hattie Street Bridge evaluation.
- 6) The Judicial and Legislative/Personnel and Labor Committee on developing the framework of an ordinance to allow recreational and medical marihuana establishments.
- 7) The Judicial and Legislative/Personnel and Labor Committee on an engagement letter with Mouw and Celello, PC, to provide legal services.
- 8) The Judicial and Legislative/Personnel and Labor Committee on amending the Assistant Code Enforcement Officer job description and hiring a full-time person.
- 9) The Judicial and Legislative/Personnel and Labor Committee on approving the School Resource Officer job description.
- 10) The Parks and Recreation/Buildings and Grounds Committee on John Henes Park Pond #3 dredging.

K) MISCELLANEOUS.

L) MOTIONS AND RESOLUTIONS.

- 1) Resolution #1 for the first KK Integrated Logistics, Inc. application for an Industrial Facilities Tax Exemptions Certificate.
- 2) Resolution #1 for the second KK Integrated Logistics, Inc. application for an Industrial Facilities Tax Exemptions Certificate.

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
JANUARY 20, 2020**

A regular meeting of the Menominee City Council, City of Menominee, County of Menominee, State of Michigan, was held on Monday, January 20, 2020 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 Jones, Klitzke, Nelson, Nutter, Plemel, Pohlmann, and Robinson; Mayor Stegeman

ABSENT: Council Member Fifarek (excused)

PRESENT: 8

ABSENT: 1

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

A motion was made by Council Member Jones and seconded by Council Member Nelson to remove the recommendation from the Finance Committee on accepting a proposal for riprap installation at Victory Beach from the agenda and to approve the amended agenda for the meeting dated January 16, 2020. This motion was carried unanimously.

A motion was made by Council Member Jones and seconded by Council Member Klitzke to approve the minutes of the regular meeting of December 16, 2019 as presented. This motion was carried unanimously.

PUBLIC COMMENT:

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

Comments from Linda Gould were heard.

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

REPORTS OF OFFICERS:

Under reports of officers, Mayor Stegeman announced the following standing committee appointments:

FINANCE COMMITTEE:

* Pohlmann, Fifarek, Plemel, and Stegeman

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE:

* Plemel, Jones, Pohlmann, and Stegeman

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE:

* Jones, Klitzke, Nelson, and Stegeman

PUBLIC SAFETY/PUBLIC WORKS COMMITTEE:

* Robinson, Fifarek, Klitzke, and Stegeman

SPECIAL PROJECTS/COMMUNITY RELATIONS COMMITTEE:

* Nelson, Nutter, Robinson, and Stegeman

* Chairperson

Next, Mayor Stegeman submitted, for confirmation, the appointments to the Planning Commission of Brian Nutter, filling the seat vacated by James Weiland, and Kris Rusch, filling the seat vacated by Robert Krysiak, with their terms to expire October 7, 2022.

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

A report was heard from City Manager Graff.

BOARD REPORT:

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

CEMETERY BOARD OF TRUSTEES

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

BOARD REPORT:

At a January 14, 2020 meeting, the Cemetery Board of Trustees discussed their investments and they recommended to the City Council that Council authorize the City Clerk/Treasurer to sell not less than 200 shares of the AON PLC Common Stock with a sale cap no less than \$200 per share.

CEMETERY BOARD OF TRUSTEES

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

RECOMMENDATION:

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

DOWNTOWN DEVELOPMENT AUTHORITY

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

RECOMMENDATION:

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

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

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

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

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

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

ELECTION COMMISSION

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

BOARD REPORT:

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

WATER AND WASTEWATER UTILITY BOARD

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

BOARD REPORT:

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

WATER AND WASTEWATER UTILITY BOARD

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

COMMITTEE REPORT:

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

FINANCE COMMITTEE

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

COMMITTEE REPORT:

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

FINANCE COMMITTEE

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

COMMITTEE REPORT:

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

FINANCE COMMITTEE

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

COMMITTEE REPORT:

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

FINANCE COMMITTEE

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

COMMITTEE REPORT:

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

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

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

COMMITTEE REPORT:

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

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

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

COMMITTEE REPORT:

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

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

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

MISCELLANEOUS:

A motion was made by Council Member Robinson and seconded by Council Member Nelson to nominate and elect Council Member Jones Deputy Mayor. This motion was carried unanimously.

MOTIONS AND RESOLUTIONS:

The following resolution was presented next:

RESOLUTION

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

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

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

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

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

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

The following resolution was next on the agenda:

**RESOLUTION #2020-002
Election Resolution**

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

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

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

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

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

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

Menominee High School Cafeteria
2101-18th Street

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

PUBLIC COMMENT:


Mayor Stegeman opened the public comment session.

Comments were heard from Larry LaCanne, Roy Wolf, Michael Celello, Shannon Grugel, Mike Marcusen, Brandon Racsek, Stephanie Truitt, and Dan Greig.

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

ADJOURN:

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


Susan K. Johnson

/skj

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Kathleen A. Brophy</i>	Date Received by Local Unit <i>1/27/2020</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) K K Integrated Logistics, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 4214	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 501 FOURTH AVE, MENOMINEE, MI 49858	1d. City/Township/Village (indicate which) CITY OF MENOMINEE	1e. County MENOMINEE
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10))	<input type="checkbox"/> Transfer <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment	3a. School District where facility is located MENOMINEE 3b. School Code 55100
4. Amount of years requested for exemption (1-12 Years) 12 YEARS AFTER COMPLETION		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

This project, called Phase 7, is to expand the current warehouse square footage of 444,000 to 518,000 square feet. A total of 490,000 square feet is usable space while 28,000 square feet is consumed by a railroad track.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	1,310,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	N/A Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	1,310,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	3/12/2018	11/30/2018	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements			<input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 25	10. No. of new jobs at this facility expected to create within 2 years of completion. 75
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	N/A
b. TV of Personal Property (excluding inventory)	N/A
c. Total TV	N/A


12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 1/5/1976	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name CINDY HENDON	13b. Telephone Number 260-490-2121	13c. Fax Number 260-490-1707	13d. E-mail Address chendon@valutec.com
14a. Name of Contact Person CINDY HENDON	14b. Telephone Number 260-490-2121	14c. Fax Number 260-490-1707	14d. E-mail Address chendon@valutec.com
15a. Name of Company Officer (No Authorized Agents) CYNTHIA A. KUBER			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 20 Jan 2020
15e. Mailing Address (Street, City, State, ZIP Code) 501 FOURTH AVE, MENOMINEE, MI 49858		15f. Telephone Number 906-864-5512	15g. E-mail Address ckuber@kkil.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. LUCI Code		16d. School Code
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.

4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). **If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. **The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**

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- 5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample).**
- 6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement (see sample).**
- 7. Treasury Form 3222 (if applicable - Fiscal Statement for Tax Abatement Request.**

The following information is required for rehabilitation applications in addition to the above requirements:

- 1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.**
- 2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.**

The following information is required for speculative building applications in addition to the above requirements:

- 1. A certified copy of the resolution to establish a speculative building.**
- 2. A statement of non-occupancy from the owner and the assessor. Please refer to the following Web site for P.A. 198 of 1974:**

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit our Web site at www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

R E S O L U T I O N

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, the council has the authority to establish "Industrial Development Districts" within the boundaries of the City of Menominee and

WHEREAS, a proposal was made regarding the establishment of an Industrial Development District consisting of the industrial property located on the land described in Exhibit A attached hereto and hereinafter referred to as City of Menominee Industrial District No. 2 and

WHEREAS, Fernstrum - Ballard, Inc., Joy Products, Inc., Wisconsin Public Service Company, Angwall Dormer Company, Chicago, Milwaukee, St. Paul & Pacific Railroad Company, C. Reiss Coal Company, Krygoski Construction Company and Lycoil Memphoil are the owners of all the state equalized value of the industrial property located within the proposed Industrial Development District; and

WHEREAS, written notice has been given by certified mail to all the owners of all the state equalized value of the industrial property located within the proposed Industrial Development District of the council's pending action on this Resolution and of their right to a hearing on the establishment of proposed Industrial Development District No. 2, which right has been duly waived, in writing, by all the aforementioned property owners; and

WHEREAS, on December 15, 1975, a public hearing was held on the establishment of proposed City of Menominee Industrial Development District No. 2 at which all the owners, residents and taxpayers of the City of Menominee had an opportunity to be heard.

RESOLVED, that there is hereby established Industrial Development District No. 2 on the property described in Exhibit A hereof subject to approvals required by law.

Passed and adopted this 5th day of January, 1976.

Attest:


Joan L. Bauer
City Clerk


Mayor

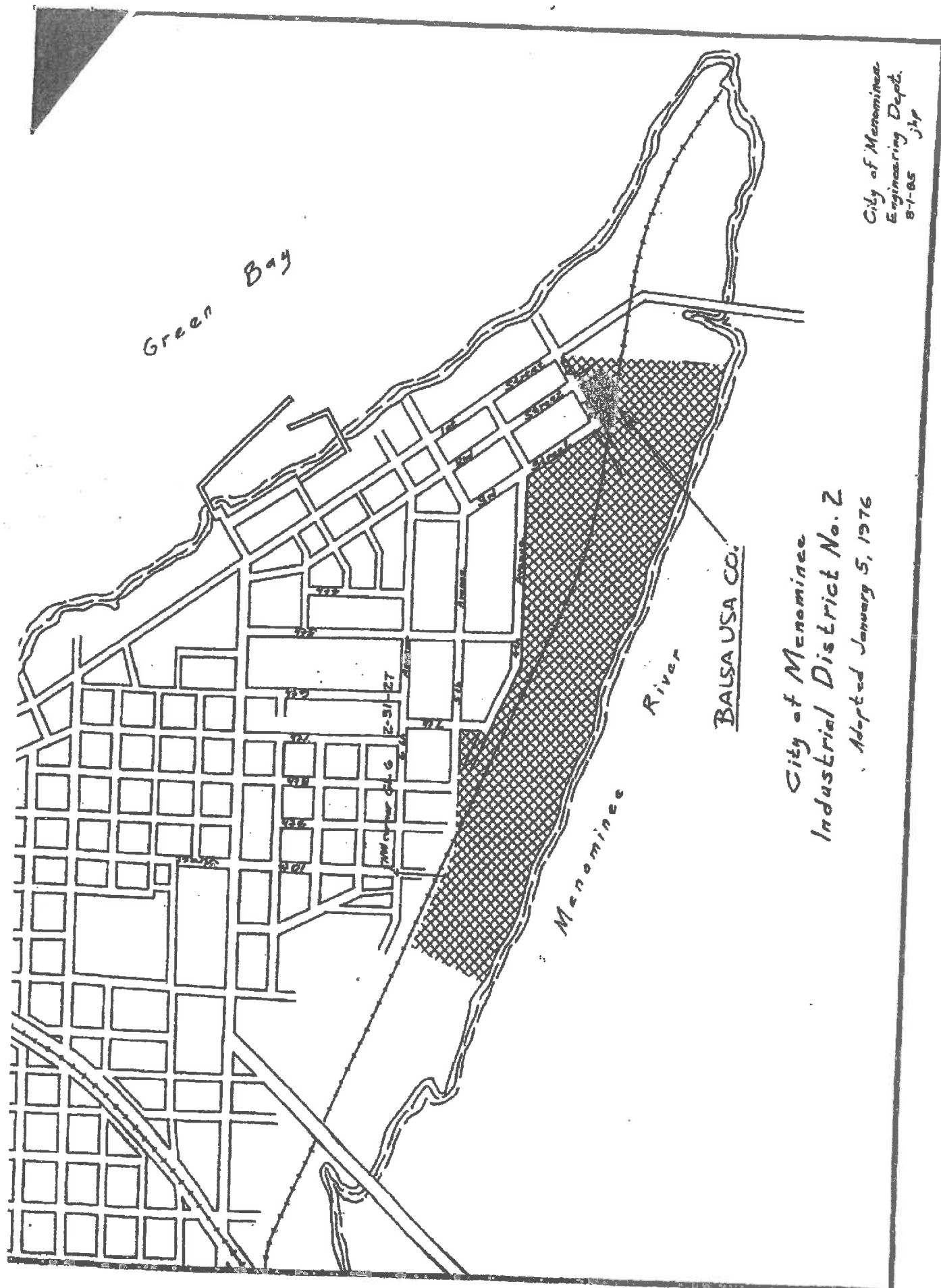


EXHIBIT "A"

Commencing at the Northwest Corner of Government Lot 6, Section 2, T31N-R27W; thence $500^{\circ}32'W$ 380.63 feet along the West line of said Government Lot 6 to the Southerly right-of-way line of the Chicago and Northwestern Transportation Company Railroad and the point of beginning of the parcel of land herein described; thence $N64^{\circ}24'W$ along said Southerly right-of-way line 511.7 feet to the Easterly property line of the Wastewater Treatment Plant of the City of Menominee; thence $S21^{\circ}59'W$ along said Easterly property line to the Northern Banks of the Menominee River; thence Southeasterly downstream along the Northerly banks of the Menominee River, to the East line of Government Lot 2, Section 11, T31N-R27W; thence North along said East line to the Southerly right-of-way line of 3rd Avenue; thence Southwesterly along the Southerly right-of-way line of 3rd Avenue to the Westerly right-of-way line of 3rd Street; thence Northwesterly along the Westerly right-of-way line of 3rd Street to the Southerly right-of-way line of 4th Avenue; thence Westerly along the Southerly right-of-way line of 4th Avenue to the West right-of-way line of 7th Street; thence North along the West right-of-way line of 7th Street to the South right-of-way line of 5th Avenue; thence West along the South right-of-way line of 5th Avenue and the South right-of-way line of 5th Avenue projected West to the point where said right-of-way line projected intersects the Southerly right-of-way line of the Chicago & Northwestern Transportation Company Railroad; thence Northwesterly along said right-of-way line to the West line of Lot 6, Section 2, T31N-R27W and the point of beginning, being parts of Government Lot 1, Section 3, Government Lots 6, 5 and 4, Section 2 and Government Lot 2 of Section 11 all in Township 31 North, Range 27 West located in the City of Menominee, County of Menominee, Michigan.

K&K WHSE LLC
501 Fourth Ave
Menominee, MI 49858
Property Description

T31N R27W PARTS OF GL'S 5 & 6 IN SEC 2 AND ALSO PART OF GL 2 IN SEC 11 DESC AS COM AT W1/4 COR OF SEC 2, S0003'E 1706.74', S6424'E 900.05' TO POB; TH S6424'E 366.18', S6626'39"E 164.92', S2226'15"W 40', S6827'45"E 581.4', S0143'45"E 369' S6636'E 53.5', S1344'W 279.74' TO SH OF RIVER (ALG RIVER THE NEXT 6 COURSES), N6924'31"W 1042.44', S6137'47"W 78.75', N8121'34"W 56.51', N5941'11"W 51.24', N3856'06"W 70.21', N1619'54"W 73.72', N2407'05"E 477.47', NW'LY 121.19' ALG ARC OF CUR TO LEFT (R= 75' CH= N2210'20"W 108.42'), N2132'15"E 116.74' TO POB (21.55A) PARCEL #051-005-340-10 (Owner is KK Integrated Logistics)

K&K WHSE LLC
501 Fourth Ave
Menominee, MI
Building Costs

KK Integrated Logistics - Menominee Warehouse Addition, Phase 7	
Bayland Buildings - General Construction	
Includes steel building construction	\$ 700,000
Electrical Work	
Includes lighting and necessary electrical	\$ 75,000
Fill / Site Prep	
Includes all fill, sand, stone, pilings for construction of building pad	\$ 100,000
HVAC	
Includes high-efficiency make-up-air/heating unit and fans	\$ 70,000
Fire Protection	
Includes installation of a new fire suppression system	\$ 95,000
Plumbing	
Includes plumbing for restrooms	\$ 20,000
Concrete	
Includes concrete floors, footings, and walls	\$ 250,000
Total Estimated Phase 7 Construction	
	\$ 1,310,000

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
501 FOURTH AVE
MENOMINEE, MICHIGAN
AFFIDAVIT OF FEES

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

City of Menominee: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

K K Integrated Logistics, Inc.:

Signed:  _____

Printed Name: Cynthia A. Kuber

Title: President

Date: 21-Jan-2020

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
501 FOURTH AVE
MENOMINEE, MICHIGAN
AFFIDAVIT OF PROJECT BEGIN DATES**

I swear and affirm by my signature below that the real property project beginning of construction date, associated with the application for Industrial Facilities Exemption Certificate under PA 198 of 1974, as amended, in the amount of \$1,310,000, filed with the City of Menominee, for a facility located at 501 Fourth Avenue, is as follows:

Real Property Project Begin Date: March 12, 2018

K K Integrated Logistics, Inc.:

Signature: _____



Printed Name: Cynthia A. Kuber

Title: President

Date: _____

21 Jan 2020

**ABATEMENT CONTRACT BETWEEN THE CITY OF MENOMINEE
AND K K INTEGRATED LOGISTICS, INC.**

This agreement is entered into this _____ day of _____, 20____, by and between the City of Menominee, Michigan, a municipal corporation with offices located at 2511 10th Street, Menominee, Michigan, County of Menominee, State of Michigan (City) and K K INTEGRATED LOGISTICS, INC. (Company).

The Company has, with the approval of the City, formed an Industrial Rehabilitation Development District within the City pursuant to Public Act 198 of 1974, as amended.

The Company has submitted an application to the City of Menominee City Council for the granting of an Industrial Facility Exemption Certificate (IFEC) pursuant to Michigan Public Act 198 of 1974, as amended, and has represented to the City that the industrial enterprise located at 501 FOURTH AVE, MENOMINEE, MI will generate 25 new jobs, will retain 75 existing jobs, and will increase capital improvements investment by approximately \$1,310,000.

The Company recognizes and acknowledges that the City has relied upon its representations and that part of the City's consideration for the granting of the IFEC is the Company's representation to invest in the proposed development and to provide the new jobs and/or retain existing jobs as indicated on its petition for an IFEC, as well as to operate the facility for at least an agreed upon number of years.

Public Act 334 of 1993 requires that any terms and conditions that are intended to be part of an agreement for tax abatement pursuant to P.A. 198 of 1974, as amended, must be put in writing and executed by the parties.

In recognition of this requirement, and in consideration of the mutual promises and covenants contained in this agreement, the Company and the City agree as follows:

- (1) The City, on _____, adopted a resolution approving the application for an Industrial Facilities Tax Exemption Certificate. The Company shall have the option of terminating this agreement, upon written notice to the City, if the Michigan Tax Commission does not issue a certificate covering the planned investments as approved by the City.
- (2) The Company will furnish notification of the completion of the facility to the City Assessor and the State Tax Commission within ninety (90) days of the date of completion. If there is no construction progress for a facility under construction for more than one hundred eighty (180) days, the Company will notify the City Assessor.
- (3) The Company, upon receiving approval for an IFEC from the City for a period of 12 years for real property, shall no later than the 10th day of April immediately following the second year after the issuance date of the IFEC submit a completed IFEC status report (attached) to the City Assessor and to the State Tax Commission stating:

- (A) The number of new jobs promised in the IFEC application and the actual number of new jobs created. This latter number shall not include jobs transferred from other locations.
- (B) If the IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
- (C) If the projection for creation and/or retention of jobs was not reached, provide an explanation.
- (D) The estimated project cost given in the application and the actual project cost.
- (E) If the actual project cost differs by ten percent (10%) or more from the project cost, provide an explanation.

All information submitted by the Company to the City Assessor is subject to audit by the City and the Company shall cooperate with City personnel in this audit process.

- (4) The Company further agrees to submit a report regarding the status of employment every two (2) years, beginning two (2) years after submission of the letter required in item 3, on or before December 31 of the appropriate year. If employment has not remained or exceeded the number given in the application, an explanation for this shall be provided. This report shall be submitted beginning with the fourth year after the issuance date of the IFEC.
- (5) The Company understands that if project job creation and/or retention has not been achieved as stated in the application or if the construction and/or expansion project has not been completed or expenditures made as described in the application, the City Council has the right to reduce the term or revoke the IFEC and recapture from the Company the total amount of taxes abated by the IFEC, and, in addition, recapture all, accrued interest, penalties, and administrative fees applicable to this exemption in the same amount as would be collected if this tax was considered delinquent. The City may also, at its option, seek repayment of the taxes as allowed under section 21(2) of the State of Michigan tax abatement statute, MCL 207.571(2).
- (6) The Company agrees to operate the facility for which the IFEC is granted for the term of the IFEC, plus an additional two years after the date of expiration of the IFEC.

The Company will not cease its operations within the district prior to the termination of the IFEC without a transfer of the certificate being approved by the City Council to a third party that continues adequate operations within the district or elsewhere in the city with the City's approval. The Company will not become delinquent in the payment of taxes owing under this certificate. If the Company ceases operations within the district prior to the termination of the IFEC without a transfer of the certificate as indicated

above, the City may forthwith commence proceedings available to it under this agreement.

(7) The parties agree that the City, in approving the tax abatement, has relied on the good faith of the Company's estimates and expectations described in its application. The parties agree that exclusive jurisdiction to resolve any disputes regarding this agreement shall be in Menominee County, Michigan. The City's exclusive remedy for a default shall be the right to request that the State Tax Commission either reduce the term of or revoke the abatement prospectively, except that for a default under section 3 above the Company shall repay the City all abated taxes that previously benefitted the Company, plus all, accrued interest, penalties, and administrative fees applicable to this exemption in the same amount as would be collected if this tax was considered delinquent. The City may, at its option, seek repayment of the taxes as allowed under section 21(2) of the tax abatement statute, MCL 207.571(2).

(8) The Company agrees to inform the City Assessor and the City Treasurer of the following events within the time-frames indicated below:

- (A) Any plans to relocate the company from any location within the city thirty (30) days prior to the relocation.
- (B) Any change in the ownership of the Company's real and personal property assets or a majority share of the Company's stock no later than thirty (30) days after said change in ownership. For the purposes of this agreement, a new owner or lessee shall be defined as follows:
 - (9) For those industrial facilities exemption certificates that pertain to real property improvements, the term "new owner or lessee" shall be defined as follows:
 - (A) A new entity that acquires, owns, and occupies or leases and occupies the facility after the existing certificate holder has physically moved from or vacated the facility, or
 - (B) An entity that acquires an ownership interest of more than fifty percent (50%) in the existing certificate holder entity that owns and occupies or leases and occupies that facility.
 - (10) For those industrial facilities exemption certificates pertaining to personal property, the term "new owner or lessee" shall be defined as follows:
 - (C) A new entity that acquires from the existing certificate holder entity the ownership of the facility or leasehold interest in the facility and which keeps the facility at its current location, or
 - (D) An entity that acquires an ownership interest of more than fifty percent (50%) in the existing certificate holder entity that owns or leases the facility.

- (11) Whenever there is a new owner or lessee, as defined above, of any real or personal property for which an industrial facilities exemption certificate has been granted, the new owner or lessee shall make application for a transfer of the certificate to the new owner or lessee immediately, but no later than six (6) months after the change in ownership has occurred. The City Council may grant requests to transfer existing certificates, after review and recommendation by the Tax Abatement Review Committee, provided requests are consistent with the City's adopted tax abatement policy, or any amendments made to the policy, that is in effect at the time a request for a transfer is made. An updated tax abatement development agreement shall accompany any request for a transfer of a certificate to a new owner or lessee.
- (12) The Company agrees and understands that, in the event an appeal of the assessment on the facility is filed with the Michigan Tax Tribunal, the City Council, at its discretion, has the right to reduce the term of the abatement certificate, provided that the Company and/or its representative and the City Assessor are first given the opportunity to address the City Council as to the merits of the appeal.
- (13) The Company further agrees to abide by all, other City ordinances and building and zoning codes during the operation of the facility.

By the signatures of representatives of both the Company and the City below, it is understood that both the Company's investment in the project and the City's investment through the granting of the IFEC are to encourage the economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the Company's targeted status. It is understood that, if such conditions exist at the time of the designated Company reports, the City Council will carefully evaluate the Company's situation and will inform the Company if any action is considered in order to give the Company an opportunity to address the City Council.

WITNESS:

Penny Parkin

COMPANY: K K INTEGRATED LOGISTICS, INC.

BY: Cynthia Kuber

[Signature]

ITS: President

DATED: 21. Jan. 2020

ACKNOWLEDGED BY THE CITY OF MENOMINEE, MICHIGAN WITNESS:

BY: _____

ITS: City Manager

DATED: _____

BY: _____

ITS: City Clerk

DATED: _____



CONSTRUCTION PERMIT

ISSUED TO

Roger Leo Thiel/Michael Kowalski

This permit authorizes the above applicant to perform such construction or repairs as shown on the application, approved plans, and specifications on file in the Building Department at 2511 10th Street, Menominee, Michigan.

Project Address (Parcel) :

Project No.: Issue Date:

501 4TH AVE (55-051-005-340-10)

4384

Project Description:

[12] 74000 Sq Ft Addition To Warehouse 200x 370

Contacts:

	Name	Phone No.
Owner:	KK Integrated Logistics	(906) 863-7811
Applicant:	Agent Mikael Kowalski	
Project Mngr:	Roger Leo Thiel/Michael Kowalski	(906) 498-9300
E.C. Contractor:	Permit # 18-SE-172	
Bldg Contractor:	Bayland Buildings	
Elec Contractor:	Roy Thoun R/T Electric LLC	
Hvac Contractor:	Henry Johnston/ Johnston Furnace	(906) 735-7390
Plbg Contractor:	Rick Baacke PHC	(906) 938-3910
Swrs Contractor:		

Inspections: Call: 906-863-1742 or 906-863-3029 or Email: desperance@cityofmenominee.net at least 12 hours prior to request an inspection to avoid delays or penalties. Inspections shall be prior to concealing any work and prior to final project approval. Items checked with [X] below require an inspection.

BUILDING Construction (City of Menominee)

- ☒ Footings & Setbacks
- ☐ Foundation Construction / Waterproofing
- ☒ Rough Construction - Framing, Components, etc.
- ☒ Thermal Systems - Insulation
- ☒ Fire Alarm / Fire Protection Systems
- ☐ Final Exterior Finishes - Siding, Roofing, etc.
- ☒ Final Interior Inspection - Occupancy

ZONING Inspections (City of Menominee)

- ☐ Land-disturbing Construction - Grading, Filling, etc.
- ☐ Acc. Structures - Fencing, Pools, Sheds, Tanks, etc.
- ☐ Driveways, Parking Spaces & Sidewalks
- ☒ Certificate of Occupancy

Electrical Inspections (Michigan BCC)

- ☐ Electrical Service
- ☒ Rough System Installation
- ☒ Final Inspection

Mechanical Inspections (Michigan BCC)

- ☒ Rough System Installation
- ☐ Final Inspection

Plumbing Inspections (Michigan BCC)

- ☒ Service Connections: Water, Sanitary, Storm
- ☐ Site Groundwork
- ☐ Building Groundwork
- ☒ Rough System Installation
- ☒ Final Inspection

Project [PERMIT CARD] (Proj-PermitCard.rsl, rev. 5/2/2010)

2511 10th Street

Menominee, MI 49858

906-863-2656

Fax 906-863-3266

www.cityofmenominee.org

General Building Permit Application

Menominee **PAID** **City of Menominee Building Department**

MAR 12 2018
Pd. \$2105.00
2109173 CLK 94164
952-74

2511 10th Street, Menominee, MI 49858
Ph. 906-863-3029, Fax 906-863-3266

Instructions: Complete all applicable sections of the application then submit with 2 sets of building plans and application fee (\$100). Applicant will be notified of final review and building permit fees based on attached fee schedule. Applicant shall also submit with this application, or as a phased submittal, a copy of electrical, mechanical, fire protection, and plumbing permits issued by Michigan Bureau of Construction Codes and, if applicable, a soil erosion & sedimentation control permit issued by Menominee County Building Department.

I. Project Location			
ADDRESS 501 4th AVE		PROPERTY NUMBER 55-051-005-340-10	
II. Contact Information			
A. Owner or Lessee			
NAME R+K WHSE LLC		ADDRESS 501 4th AVE	
BUSINESS		CITY Menominee	
STATE MI		ZIP CODE 49858	PHONE 906-863-7811
B. Registered Designer Professional <input type="checkbox"/> Check if Design professional in responsible charge (if not, identify whom will be in responsible charge)			
NAME Roger LEO Thiel		LICENSE NUMBER 6201050602	EXPIRATION DATE 10-31-18
BUSINESS Bayland Buildings		ADDRESS 3323 Bay Ridge CT	
CITY Oneida	STATE WI	ZIP CODE 54143	PHONE 920-498-9300
EMAIL		MOBILE	
C. Contractor/Agent responsible for construction			
NAME		LICENSE NUMBER	EXPIRATION DATE
BUSINESS KK Integrated Logistics		ADDRESS 501 4th AVE	
CITY Menominee	STATE MI	ZIP CODE 49858	PHONE 906-863-7811
EMAIL		MOBILE	
FEDERAL EMPLOYER ID NUMBER (or reason for exemption)		WORKERS COMP INSURANCE CARRIER (or reason for exemption)	
LIA NUMBER (or reason for exemption)			
D. Electrical Contractor - Provide a copy of the electrical permit (issued by State) - <input type="checkbox"/> Check if no electrical work required			
NAME ROY Thoun		LICENSE NUMBER 6106826	EXPIRATION DATE 12-31-18
BUSINESS R/T Electric LLC		ADDRESS N4068 Bay De Noc Dr	
CITY Menominee	STATE MI	ZIP CODE 49858	PHONE 906-863-8108
EMAIL		MOBILE	
E. Mechanical Contractor - Provide a copy of the mechanical permit (issued by State of Michigan) - <input type="checkbox"/> Check if no mechanical work required			
NAME Henry Johnston		LICENSE NUMBER 7105157	EXPIRATION DATE 8-31-19
BUSINESS Johnston Furnace		ADDRESS W2108 HWY 64	
CITY Marinette	STATE WI	ZIP CODE 54143	PHONE 715-735-7390
EMAIL		MOBILE	

Project 4364 Issued 3/12/18 A.S. \$ 2105.00

City of Menominee, Building Department

General Building Permit Application

F. Plumbing Contractor - Provide a copy of plumbing permit (issued by State) - ☐ Check if no plumbing work required

NAME RICK Baacke		LICENSE NUMBER 811121	EXPIRATION DATE 4-30-19
BUSINESS PHC		ADDRESS 720 Maple St	
CITY Preshtigo	STATE WI	ZIP CODE 54152	PHONE 715-938-3910
EMAIL		MOBILE	

G. Fire Protection Contractor - Provide a copy of fire protection permit (issued by State of Michigan) - ☐ Check if no fire protection work required

NAME Michael R Howe		LICENSE NUMBER 7114136	EXPIRATION DATE 8-31-19
BUSINESS Pace Corp		ADDRESS 1694 HWY CB	
CITY Appleton	STATE WI	ZIP CODE 54914	PHONE 920-731-5281
EMAIL		MOBILE	

H. Soil Erosion & Sedimentation Contractor - Provide a copy of SESC permit (issued by Menominee County) - ☐ Check if no SESC work required

NAME KK Integrated Logistics		LICENSE NUMBER	EXPIRATION DATE
BUSINESS		ADDRESS	
CITY menominee	STATE MI	ZIP CODE 49858	PHONE 906-863-7811
EMAIL		MOBILE	

III. Project Description

A. Project Description:

- ☐ NEW CONSTRUCTION ☒ ADDITION ☐ ALTERATION ☐ RELOCATION ☐ DEMOLITION ☐ CHANGE-OF-USE
☐ FOUNDATION ONLY ☐ REPAIR ☐ MOBILE OFFICE SETUP ☐ PREMANUFACTURE ☐ SPECIAL INSPECTION
☐ OTHER (describe): _____

B. Use Group: (Identify the primary Use Group of the building & applicable sub-groups as defined by MBC Chapter 3)

- ☐ Assembly (A): ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5 ☐ Institutional (I): ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4
☐ Business (B) ☐ Mercantile (M)
☐ Educational (E) ☐ Residential (R): ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
☐ Factory (F): ☐ F-1 ☐ F-2 ☐ Storage (S): ☒ S-1 ☐ S-2
☐ High Hazard (H): ☐ H-1 ☐ H-2 ☐ H-3 ☐ H-4 ☐ H-5 ☐ Utility and Miscellaneous (U)

C. Type of Construction

- ☐ TYPE IA ☐ TYPE IIA ☐ TYPE IIIA ☐ IV - HEAVY TIMBER ☐ VA - LIGHT FRAME
☐ TYPE IB ☐ TYPE IIB ☐ TYPE IIIB ☐ VB - LIGHT FRAME

D. Dimensions / Data

	FLOOR AREA	EXISTING	ALTERED	NEW
Number of STORIES	1			
USE GROUP				
CONSTRUCTION TYPE	Steel			
Number of OCCUPANTS	710			
	TOTAL AREA			

F. Water Supply

- ☒ PUBLIC (MUNICIPAL) ☐ PRIVATE WELL (Requires DEQ Well Permit) # _____

E. Sewage Disposal

- ☒ PUBLIC (MUNICIPAL) ☐ PRIVATE SEPTIC SYSTEM (Requires County Sanitation Permit) # _____

G. Mechanical

- Will this project require FIRE SUPPRESSION? ☒ YES ☐ NO Will this project include AIR CONDITIONING? ☐ YES ☒ NO

City of Menominee, Building Department

General Building Permit Application

H. Primary Fuel Source

☐ GAS ☐ OIL ☐ ELECTRICITY ☐ COAL ☐ OTHER

I. Number of Off Street Parking Spaces

ENCLOSED SPACES

OUTDOOR SPACES

J. Construction Cost (may be estimated, but must include electrical, mechanical, plumbing, gas piping, and fire suppression work)

\$16,300,000

K. Plan Review

Pursuant to 1980 PA 299, All applications for a building permit shall be accompanied by plans drawn to scale and of sufficient clarity to indicate the nature and extent of the work proposed and shall show in detail that the work will conform to the provisions of all relevant codes, laws, ordinances, rules and regulations. Plans for a proposed building, addition, or deck shall include a site plan drawn to scale showing the location of all easements, drainage facilities, adjacent grades, property lines, and every existing building on the property. A minimum of two sets of such plans and specifications bearing the signature and seal of a registered Michigan architect or engineer who shall assume responsibility for their design, shall be required for all work except one- or two-family residential buildings less than 3,500 square feet. Plans must be submitted with an Application for Plan Examination and the appropriate Plan Review Fee before a permit can be issued.

Plans are not required for alterations and repair work determined by the building official to be of a minor nature, which includes painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work; prefinished swimming pools less than 24 inches (610 mm) deep; window awnings projecting less than 54 inches (1372 mm) and do not require additional support (Use Group R-3 and U occupancies); replacing windows or doors with the same unit sizes, and swings and other playground equipment accessory to 1- and 2-family dwellings.

SITE PLAN APPROVAL:

- ☐ Review Not Required
☐ Plan Attached (Fee: \$50/hr., \$50 min.)
☐ Plan Previously Approved, refer to #

BUILDING PLAN APPROVAL:

- ☐ Review Not Required (construction cost less than \$15,000)
☐ Plan Review for New Construction, Additions (fee is based on sq. ft. building cost: 0.0013 X Building Cost, \$100 min.)
☐ Plan Review for Alterations, Remodeling (fee when is not based on sq. ft. area: \$75/hr. \$100 min.)
☐ Previously Approved, Plan #

PHASED PLAN APPROVAL:

- ☐ Electrical ☐ Mechanical ☐ Plumbing ☐ Fire Suppression ☐ Gas Piping ☐ Other

SPECIAL INSPECTIONS: (Indicate special inspections required for this project per Chapter 17)

- ☐ Steel (Sec. 1705.2) ☐ Concrete (Sec. 1705.3) ☐ Masonry (Sec. 1705.4) ☐ Wood (Sec. 1705.5) ☐ Soils (Sec. 1705.6)
☐ Driven deep foundations (Sec. 1705.7) ☐ Cast-in-place foundations (Sec. 1705.8) ☐ Helical pile foundations (Sec. 1705.9)
☐ Special inspections for wind resistance (Sec. 1705.10) ☐ Special inspections for seismic resistance (Sec. 1705.11)
☐ Testing and qualifications for seismic resistance (Sec. 1705.12) ☐ Sprayed fire-resistant materials (Sec. 1705.13)
☐ Mastio and intumescent fire-resistant coatings (Sec. 1705.14) ☐ Exterior insulation and finish systems (Sec. 1705.15)
☐ Fire-resistant penetrations and joints (Sec. 1705.16) ☐ Special Inspection for smoke control (Sec. 1705.17)
☐ Other special inspections:

V. Applicant Information

APPLICANT IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES AND CHARGES APPLICABLE TO THIS APPLICATION AND MUST PROVIDE THE FOLLOWING INFORMATION.

NAME

Michael Kowalski

ADDRESS

501 4th Ave

CITY

Menominee

STATE

MI

ZIP CODE

49858

TELEPHONE NUMBER (Include Area Code)

906-863-7811

I HEREBY CERTIFY THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD AND THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AS HIS/HER AUTHORIZED AGENT, AND WE AGREE TO CONFIRM TO ALL APPLICABLE LAWS OF THE STATE OF MICHIGAN. ALL INFORMATION SUBMITTED ON THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523a, prohibits a person from conspiring to circumvent the licensing requirements of the state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subject to civil fines.

Signature of Applicant

[Signature] 2-20-18

Expiration of Permit: A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. A PERMIT WILL BE CLOSED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN 180 DAYS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CLOSED PERMITS CANNOT BE REFUNDED. THE CHARGE TO RE-OPEN A CLOSED PERMIT IS \$75.00

City of Menominee, Building Department

General Building Permit Application

VI. Department Approval (Completed by City)

ADDRESS

PROPERTY NUMBER

LAND-USE DEVELOPMENT & ENVIRONMENTAL CONTROLS

	REQUIRED	NUMBER	DATE	APPROVED	FEE
A - Land Use Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
B - Variance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
C - Special Use Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
D - Conditional Use Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
E - Historic District	<input type="checkbox"/> Yes <input type="checkbox"/> No				
F - Fire District	<input type="checkbox"/> Yes <input type="checkbox"/> No				
G - Pollution Control	<input type="checkbox"/> Yes <input type="checkbox"/> No				
H - Noise Control	<input type="checkbox"/> Yes <input type="checkbox"/> No				
I - Soil Erosion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
J - Flood Zone	<input type="checkbox"/> Yes <input type="checkbox"/> No				
K - Water Supply	<input type="checkbox"/> Yes <input type="checkbox"/> No				
L - Septic System	<input type="checkbox"/> Yes <input type="checkbox"/> No				
M - Other	<input type="checkbox"/> Yes <input type="checkbox"/> No				

TOTAL FEE \$

PLAN REVIEW & BUILDING PERMITS

USE GROUP SI APPLICATION FEE (non-refundable) \$ 100.00

TYPE OF CONSTRUCTION II B NUMBER OF INSPECTIONS \$

PROJECT AREA Sq. Ft. 7400 sq ft PLAN REVIEW FEE \$ 650.00

CONSTRUCTION COST \$ BUILDING PERMIT FEE \$ 1355.00

CONTRACTOR'S COST EST. \$ C.O. FEE ☐ Yes ☒ No \$

ASSIGNED PROJECT No. 4384 TOTAL FEE \$ 2105.00

APPROVAL SIGNATURE

TITLE

DATE

Michigan Department of Treasury
3222 (Rev. 6-05)

Applicant Name

K K Integrated Logistics, Inc.

Fiscal Statement (to be completed by local unit)

Is this project:

Real Property?

YESNO☒☐

Personal Property?

☐☒

Both Real and Personal Property - New Facility?

☐☒

Both Real and Personal Property - Rehabilitation Facility?

☐☒

Both New and Replacement Facility?

☐☒

Estimated Project Investment (not assessed value):

Real Property 1,310,000	Personal Property	Total
-----------------------------------	-------------------	-------

	<u>YES</u>	<u>NO</u>	<u>REMARKS</u>
1. A. Has the proper local authority reviewed the plan?	<input type="checkbox"/>	<input type="checkbox"/>	
B. Is the project located in a certified industrial park?	<input type="checkbox"/>	<input type="checkbox"/>	
C. Is this a renovation or expansion of an existing building?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Will this project require improvement of your road service?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Will this project require improvement of your sanitary sewer services?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Will this project require improvement of your storm sewer services?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Will this project require improvement of your water services?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Will this project require additional police personnel, police equipment or a need for new police building expansion?	<input type="checkbox"/>	<input type="checkbox"/>	
7. Will this project require the need for additional fire personnel, additional or specialized fire equipment or the need for a new fire building?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Will this project require other costs?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are costs of infrastructure elements to be provided through Local Development Finance Authority or Tax Increment Finance Authority Bonds?	<input type="checkbox"/>	<input type="checkbox"/>	

If you answered yes to any of questions 2 through 8, the appropriate sections of the Supplement to Fiscal Statement form must be completed and accompany the IFT application. Call (517) 373-3272 to obtain that form.

LOCAL UNIT CERTIFICATION

This is to certify that the following has been provided as accurately as possible.

Signature	Name and Title of Local Governmental Unit Official
-----------	--

Industrial Facilities Exemption Application Checklist**Applicant Name:** K K Integrated Logistics, Inc.**GENERAL INFORMATION NEEDED FOR ALL APPLICATIONS:**

- ☐ Completed Department of Treasury application Form 1012
- ☐ SIC/NAICS Code – eligible business 4214
- ☐ Certified copy of the resolution approving the District. IDD _____ PRD _____
 - ☐ Was the request for the District done prior to construction? (Y/N)
- ☐ Certified copy of the resolution approving the application (must include the following statements):
 - ☐ ...SEV of real and personal property WILL/WILL NOT exceed 5% of
 - ☐ ...shall not have the effect of substantially impeding.....or impairing the financial soundness...
 - ☐ Term of the exemption approved by the local governmental unit
- ☐ Letter of Agreement signed by the local unit and the applicant per MCL 207.572.
- ☐ Affidavit of Fees signed by the local unit and the applicant.
- ☐ Proof of Real Property Construction Begin Date (Building Permit, Footings Inspection, Signed Affidavit from Contractor, etc).
- ☐ List of Machinery and Equipment with installation dates.

REHAB ONLY:

- ☐ If machinery and equipment is being rehabilitated, a list of machinery, equipment and furniture and fixtures, including cost and installation dates.
- ☐ Signed Obsolescence Statement from assessor.

SPECULATIVE ONLY:

- ☐ Certified copy of the resolution to establish a speculative building.
- ☐ Statement of non-occupancy from the owner and the assessor.
- ☐ Was the speculative building constructed before a specific user was identified? MCL 207.553(8)(b). (Y/N)

TRANSFERS ONLY:

- ☐ Certified copy of the resolution approving the transfer.
- ☐ Notice was given to the holder, LGU, assessor and other local authorities for hearing.
- ☐ Name Change Only? If so, did we get proof of same ownership? (Y/N)

REVOCATIONS ONLY: ☐ Real Property ☐ Personal Property ☐ Both

Statutory Reason for Revocation: _____

- ☐ Certified copy of the resolution approving the revocation.

AMENDMENTS ONLY: ☐ Extension: ____ to ____ ☐ Increase: ____ to ____ ☐ Both/Other

- ☐ Certified copy of the resolution approving the amendment.
- ☐ Is the amendment to increase personal or real property? (Y/N) If so, obtain the following:
 - ☐ Amended application
 - ☐ Updated Machinery and Equipment List.

COMMENTS:

January 20, 2020

Peg Bastien, Assessor
City of Menominee
2511 10th Street
Menominee, MI 49858

RE: K K Integrated Logistics, Inc.
501 Fourth Ave, Menominee, MI 4958
2018 & 2019 IFT Applications

Dear Peg,

A hearing was held, December 17, 2019, by the State Tax Commission (STC) regarding IFT applications numbered 2018-171 and 2019-073.

Upon discussing the relationship between the Lessor and the Lessee of the facility it was noted that the Company Name on both applications should be K K Integrated Logistics, Inc. rather than K&K Whse LLC.

The STC noted in the hearing, it would be best to withdraw IFT 2018-171 and 2019-073 and resubmit the applications with K K Integrated Logistics, Inc. as the applicant.

The Lessor (K&K WHSE, LLC) leases the referenced facility to the Lessee (K K Integrated Logistics, Inc.). The Lessee has and continues to be liable for the payment of ad valorem taxes for the property. The Lessee is in the business of warehousing in the City of Menominee, County of Menominee, State of Michigan; a county bordering the State of Wisconsin.

The Lessee is currently providing warehousing to Tyco Fire Products LP, commonly known as Johnson Controls.

Cordially,



Cynthia A. Kuber
President, K K Integrated Logistics, Inc.

cc: To be included with Applications for Industrial Facilities Tax Exemption

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Kathleen A. Brubaker</i>	Date Received by Local Unit 11/27/2020
STC Use Only	
Date Received by STC	

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) K K Integrated Logistics, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 4214	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 501 Fourth Ave, Menominee, MI 49858		1d. City/Township/Village (indicate which) City of Menominee	1e. County Menominee
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10))		3a. School District where facility is located Menominee	3b. School Code 55100
<input type="checkbox"/> Transfer <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment		4. Amount of years requested for exemption (1-12 Years) 12 Years after Completion	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

This project, called Phase 8, is the construction of a 70,000 square foot warehouse addition onto an existing warehouse that is currently 518,000 square feet.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	1,240,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	0 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	1,240,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	10/11/2018	07/31/2019
Personal Property Improvements		

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project 75	10. No. of new jobs at this facility expected to create within 2 years of completion. 0
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	N/A
b. TV of Personal Property (excluding inventory)	N/A
c. Total TV	N/A


12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District
12b. Date district was established by local government unit (contact local unit)
01/05/197612c. Is this application for a speculative building (Sec. 3(8))?
☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Cindy Hendon	13b. Telephone Number (260) 490-2121	13c. Fax Number (260) 490-1707	13d. E-mail Address chendon@valutec.com
14a. Name of Contact Person Cindy Hendon	14b. Telephone Number (260) 490-2121	14c. Fax Number (260) 490-1707	14d. E-mail Address chendon@valutec.com
15a. Name of Company Officer (No Authorized Agents) Cynthia A. Kuber			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (906) 863-7302	15d. Date 20 Jan. 2020
15e. Mailing Address (Street, City, State, ZIP Code) 501 Fourth Ave, Menominee, MI 49858		15f. Telephone Number (906) 864-5512	15g. E-mail Address ckuber@kkl.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). **(Providing an accurate school district where the facility is located is vital.)**

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability.

The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the **Industrial Development District (IDD)** or **Plant Rehabilitation District (PRD)**, which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

RESOLUTION

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, the council has the authority to establish "Industrial Development Districts" within the boundaries of the City of Menominee and

WHEREAS, a proposal was made regarding the establishment of an Industrial Development District consisting of the industrial property located on the land described in Exhibit A attached hereto and hereinafter referred to as City of Menominee Industrial District No. 2 and

WHEREAS, Fernstrum - Ballard, Inc., Joy Products, Inc., Wisconsin Public Service Company, Angwall Dormer Company, Chicago, Milwaukee, St. Paul & Pacific Railroad Company, C. Reiss Coal Company, Krygoski Construction Company and Lycoil Memphoil are the owners of all the state equalized value of the industrial property located within the proposed Industrial Development District; and

WHEREAS, written notice has been given by certified mail to all the owners of all the state equalized value of the industrial property located within the proposed Industrial Development District of the council's pending action on this Resolution and of their right to a hearing on the establishment of proposed Industrial Development District No. 2, which right has been duly waived, in writing, by all the aforementioned property owners; and

WHEREAS, on December 15, 1975, a public hearing was held on the establishment of proposed City of Menominee Industrial Development District No. 2 at which all the owners, residents and taxpayers of the City of Menominee had an opportunity to be heard.

RESOLVED, that there is hereby established Industrial Development District No. 2 on the property described in Exhibit A hereof subject to approvals required by law.

Passed and adopted this 5th day of January, 1976.

Attest:


Mayor


City Clerk

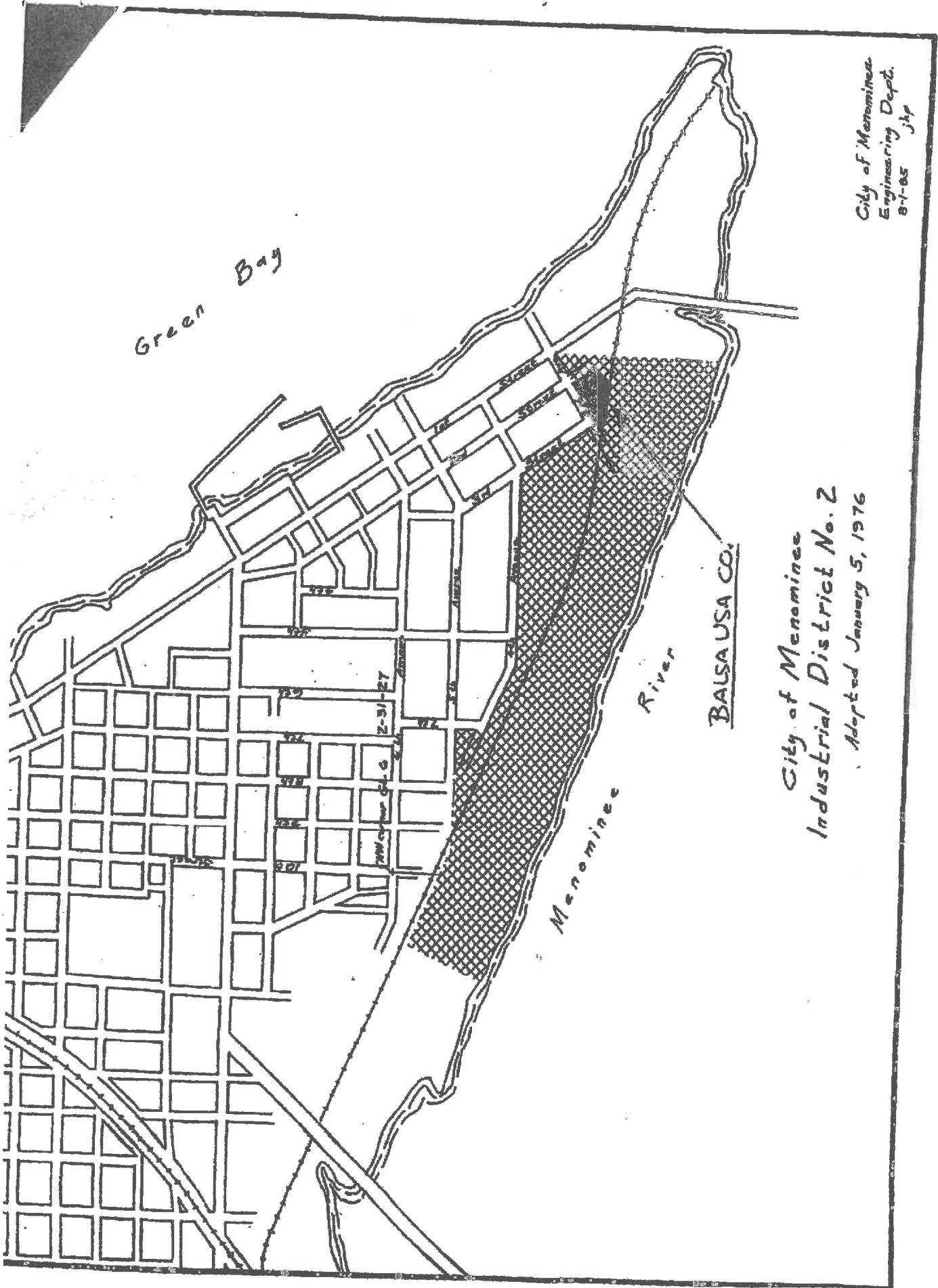


EXHIBIT "A"

Commencing at the Northwest Corner of Government Lot 6, Section 2, T31N-R27W; thence S00°32'W 380.63 feet along the West line of said Government Lot 6 to the Southerly right-of-way line of the Chicago and Northwestern Transportation Company Railroad and the point of beginning of the parcel of land herein described; thence N64°24'W along said Southerly right-of-way line 511.7 feet to the Easterly property line of the Wastewater Treatment Plant of the City of Menominee; thence S21°52'W along said Easterly property line to the Northern Banks of the Menominee River; thence Southeasterly downstream along the Northerly banks of the Menominee River, to the East line of Government Lot 2, Section 11, T31N-R27W; thence North along said East line to the Southerly right-of-way line of 3rd Avenue; thence Southwesterly along the Southerly right-of-way line of 3rd Avenue to the Westerly right-of-way line of 3rd Street; thence Northwesterly along the Westerly right-of-way line of 3rd Street to the Southerly right-of-way line of 4th Avenue; thence Westerly along the Southerly right-of-way line of 4th Avenue to the West right-of-way line of 7th Street; thence North along the West right-of-way line of 7th Street to the South right-of-way line of 5th Avenue; thence West along the South right-of-way line of 5th Avenue and the South right-of-way line of 5th Avenue projected West to the point where said right-of-way line projected intersects the Southerly right-of-way line of the Chicago & Northwestern Transportation Company Railroad; thence Northwesterly along said right-of-way line to the West line of Lot 6, Section 2, T31N-R27W and the point of beginning, being parts of Government Lot 1, Section 3, Government Lots 6, 5 and 4, Section 2 and Government Lot 2 of Section 11 all in Township 31 North, Range 27 West located in the City of Menominee, County of Menominee, Michigan.

T31N R27W PARTS OF GL'S 5 & 6 IN SEC 2 AND ALSO PART OF GL 2 IN SEC 11 DESC AS COM AT W1/4 COR OF SEC 2, S0003'E 1706.74', S6424'E 900.05' TO POB; TH S6424'E 366.18', S6626'39"E 164.92', S2226'15"W 40', S6827'45"E 581.4', S0143'45"E 369' S6636'E 53.5', S1344'W 279.74' TO SH OF RIVER (ALG RIVER THE NEXT 6 COURSES), N6924'31"W 1042.44', S6137'47"W 78.75', N8121'34"W 56.51', N5941'11"W 51.24', N3856'06"W 70.21', N1619'54"W 73.72', N2407'05"E 477.47', NW'LY 121.19' ALG ARC OF CUR TO LEFT (R= 75' CH= N2210'20"W 108.42'), N2132'15"E 116.74' TO POB (21.55A) PARCEL #051-005-340-10 (Owner is KK Integrated Logistics)

KK Integrated Logistics - Menominee Warehouse Addition, Phase 8		
Bayland Buildings - General Construction		
Includes steel building construction	\$	700,000
Electrical Work		
Includes lighting and necessary electrical	\$	75,000
Fill / Site Prep		
Includes all fill, sand, stone, pilings for construction of building pad	\$	100,000
HVAC		
Includes high-efficiency make-up-air/heating unit and fans	\$	20,000
Fire Protection		
Includes installation of a new fire suppression system	\$	95,000
Concrete		
Includes concrete floors, footings, and walls	\$	250,000
Total Estimated Phase 7 Construction		
	\$	1,240,000

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
501 FOURTH AVE
MENOMINEE, MICHIGAN
AFFIDAVIT OF FEES**

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

City of Menominee: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

K K Integrated Logistics, Inc.:

Signed:  _____

Printed Name: Cynthia A. Kuber

Title: President

Date: 21. Jan. 2020

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
501 FOURTH AVE
MENOMINEE, MICHIGAN
AFFIDAVIT OF PROJECT BEGIN DATES

I swear and affirm by my signature below that the real property project beginning of construction date, associated with the application for Industrial Facilities Exemption Certificate under PA 198 of 1974, as amended, in the amount of \$1,240,000, filed with the City of Menominee, for a facility located at 501 Fourth Avenue, is as follows:

Real Property Project Begin Date: October 11, 2018

K K Integrated Logistics, Inc.:

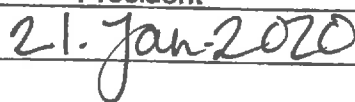
Signature: _____



Printed Name: Cynthia A. Kuber

Title: President

Date: _____



**ABATEMENT CONTRACT BETWEEN THE CITY OF MENOMINEE
AND K K INTEGRATED LOGISTICS, INC.**

This agreement is entered into this _____ day of _____, 20____, by and between the City of Menominee, Michigan, a municipal corporation with offices located at 2511 10th Street, Menominee, Michigan, County of Menominee, State of Michigan (City) and K K INTEGRATED LOGISTICS, INC. (Company).

The Company has, with the approval of the City, formed an Industrial Rehabilitation Development District within the City pursuant to Public Act 198 of 1974, as amended.

The Company has submitted an application to the City of Menominee City Council for the granting of an Industrial Facility Exemption Certificate (IFEC) pursuant to Michigan Public Act 198 of 1974, as amended, and has represented to the City that the industrial enterprise located at 501 FOURTH AVE, MENOMINEE, MI will generate 0 new jobs, will retain 75 existing jobs, and will increase capital improvements investment by approximately \$1,240,000.

The Company recognizes and acknowledges that the City has relied upon its representations and that part of the City's consideration for the granting of the IFEC is the Company's representation to invest in the proposed development and to provide the new jobs and/or retain existing jobs as indicated on its petition for an IFEC, as well as to operate the facility for at least an agreed upon number of years.

Public Act 334 of 1993 requires that any terms and conditions that are intended to be part of an agreement for tax abatement pursuant to P.A. 198 of 1974, as amended, must be put in writing and executed by the parties.

In recognition of this requirement, and in consideration of the mutual promises and covenants contained in this agreement, the Company and the City agree as follows:

- (1) The City, on _____, adopted a resolution approving the application for an Industrial Facilities Tax Exemption Certificate. The Company shall have the option of terminating this agreement, upon written notice to the City, if the Michigan Tax Commission does not issue a certificate covering the planned investments as approved by the City.
- (2) The Company will furnish notification of the completion of the facility to the City Assessor and the State Tax Commission within ninety (90) days of the date of completion. If there is no construction progress for a facility under construction for more than one hundred eighty (180) days, the Company will notify the City Assessor.
- (3) The Company, upon receiving approval for an IFEC from the City for a period of 12 years for real property, shall no later than the 10th day of April immediately following the second year after the issuance date of the IFEC submit a completed IFEC status report (attached) to the City Assessor and to the State Tax Commission stating:

- (A) The number of new jobs promised in the IFEC application and the actual number of new jobs created. This latter number shall not include jobs transferred from other locations.
- (B) If the IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
- (C) If the projection for creation and/or retention of jobs was not reached, provide an explanation.
- (D) The estimated project cost given in the application and the actual project cost.
- (E) If the actual project cost differs by ten percent (10%) or more from the project cost, provide an explanation.

All information submitted by the Company to the City Assessor is subject to audit by the City and the Company shall cooperate with City personnel in this audit process.

- (4) The Company further agrees to submit a report regarding the status of employment every two (2) years, beginning two (2) years after submission of the letter required in item 3, on or before December 31 of the appropriate year. If employment has not remained or exceeded the number given in the application, an explanation for this shall be provided. This report shall be submitted beginning with the fourth year after the issuance date of the IFEC.
- (5) The Company understands that if project job creation and/or retention has not been achieved as stated in the application or if the construction and/or expansion project has not been completed or expenditures made as described in the application, the City Council has the right to reduce the term or revoke the IFEC and recapture from the Company the total amount of taxes abated by the IFEC, and, in addition, recapture all, accrued interest, penalties, and administrative fees applicable to this exemption in the same amount as would be collected if this tax was considered delinquent. The City may also, at its option, seek repayment of the taxes as allowed under section 21(2) of the State of Michigan tax abatement statute, MCL 207.571(2).

- (6) The Company agrees to operate the facility for which the IFEC is granted for the term of the IFEC, plus an additional two years after the date of expiration of the IFEC.

The Company will not cease its operations within the district prior to the termination of the IFEC without a transfer of the certificate being approved by the City Council to a third party that continues adequate operations within the district or elsewhere in the city with the City's approval. The Company will not become delinquent in the payment of taxes owing under this certificate. If the Company ceases operations within the district prior to the termination of the IFEC without a transfer of the certificate as indicated

above, the City may forthwith commence proceedings available to it under this agreement.

(7) The parties agree that the City, in approving the tax abatement, has relied on the good faith of the Company's estimates and expectations described in its application. The parties agree that exclusive jurisdiction to resolve any disputes regarding this agreement shall be in Menominee County, Michigan. The City's exclusive remedy for a default shall be the right to request that the State Tax Commission either reduce the term of or revoke the abatement prospectively, except that for a default under section 3 above the Company shall repay the City all abated taxes that previously benefitted the Company, plus all, accrued interest, penalties, and administrative fees applicable to this exemption in the same amount as would be collected if this tax was considered delinquent. The City may, at its option, seek repayment of the taxes as allowed under section 21(2) of the tax abatement statute, MCL 207.571(2).

(8) The Company agrees to inform the City Assessor and the City Treasurer of the following events within the time-frames indicated below:

(A) Any plans to relocate the company from any location within the city thirty (30) days prior to the relocation.

(B) Any change in the ownership of the Company's real and personal property assets or a majority share of the Company's stock no later than thirty (30) days after said change in ownership. For the purposes of this agreement, a new owner or lessee shall be defined as follows:

(9) For those industrial facilities exemption certificates that pertain to real property improvements, the term "new owner or lessee" shall be defined as follows:

(A) A new entity that acquires, owns, and occupies or leases and occupies the facility after the existing certificate holder has physically moved from or vacated the facility, or

(B) An entity that acquires an ownership interest of more than fifty percent (50%) in the existing certificate holder entity that owns and occupies or leases and occupies that facility.

(10) For those industrial facilities exemption certificates pertaining to personal property, the term "new owner or lessee" shall be defined as follows:

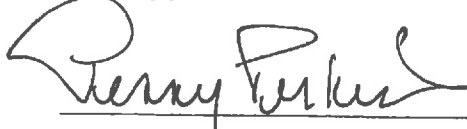
(C) A new entity that acquires from the existing certificate holder entity the ownership of the facility or leasehold interest in the facility and which keeps the facility at its current location, or

(D) An entity that acquires an ownership interest of more than fifty percent (50%) in the existing certificate holder entity that owns or leases the facility.

- (11) Whenever there is a new owner or lessee, as defined above, of any real or personal property for which an industrial facilities exemption certificate has been granted, the new owner or lessee shall make application for a transfer of the certificate to the new owner or lessee immediately, but no later than six (6) months after the change in ownership has occurred. The City Council may grant requests to transfer existing certificates, after review and recommendation by the Tax Abatement Review Committee, provided requests are consistent with the City's adopted tax abatement policy, or any amendments made to the policy, that is in effect at the time a request for a transfer is made. An updated tax abatement development agreement shall accompany any request for a transfer of a certificate to a new owner or lessee.
- (12) The Company agrees and understands that, in the event an appeal of the assessment on the facility is filed with the Michigan Tax Tribunal, the City Council, at its discretion, has the right to reduce the term of the abatement certificate, provided that the Company and/or its representative and the City Assessor are first given the opportunity to address the City Council as to the merits of the appeal.
- (13) The Company further agrees to abide by all, other City ordinances and building and zoning codes during the operation of the facility.

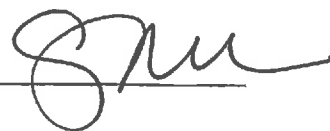
By the signatures of representatives of both the Company and the City below, it is understood that both the Company's investment in the project and the City's investment through the granting of the IFEC are to encourage the economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the Company's targeted status. It is understood that, if such conditions exist at the time of the designated Company reports, the City Council will carefully evaluate the Company's situation and will inform the Company if any action is considered in order to give the Company an opportunity to address the City Council.

WITNESS:



COMPANY: K K INTEGRATED LOGISTICS,
INC.

BY: Cynthia Kuber



ITS: President

DATED:

21. Jan. 2020

ACKNOWLEDGED BY THE CITY OF MENOMINEE, MICHIGAN WITNESS:

BY: _____

ITS: City Manager

DATED: _____

BY: _____

ITS: City Clerk

DATED: _____



CONSTRUCTION PERMIT

ISSUED TO

Roger Leo Thiel/Michael Kowalski

This permit authorizes the above applicant to perform such construction or repairs as shown on the application, approved plans, and specifications on file in the Building Department at 2511 10th Street, Menominee, Michigan.

Project Address (Parcel):

501 4TH AVE (55-051-005-340-10)

Project No.: Issue Date:

4384

Project Description:

[12] 74000 Sq Ft Addition To Warehouse 200x 370

Contacts:

	Name	Phone No.
Owner:	KK Integrated Logistics	(906) 863-7811
Applicant:	Agent Mikael Kowalski	
Project Mngr:	Roger Leo Thiel/Michael Kowalski	(906) 498-9300
E.C. Contractor:	Permit # 18-SE-172	
Bldg Contractor:	Bayland Buildings	
Elec Contractor:	Roy Thoun R/T Electric LLC	
Hvac Contractor:	Henry Johnston/ Johnston Furnace	(906) 735-7390
Plbg Contractor:	Rick Baacke PHC	(906) 938-3910
Swrs Contractor:		

Inspections: Call: 906-863-1742 or 906-863-3029 or Email: tiesperance@cityofmenominee.net at least 12 hours prior to request an inspection to avoid delays or penalties. Inspections shall be prior to concealing any work and prior to final project approval. Items checked with [X] below require an inspection.

BUILDING Construction (City of Menominee)

- ☒ Footings & Setbacks
- ☐ Foundation Construction / Waterproofing
- ☒ Rough Construction - Framing, Components, etc.
- ☒ Thermal Systems - Insulation
- ☒ Fire Alarm / Fire Protection Systems
- ☐ Final Exterior Finishes - Siding, Roofing, etc.
- ☒ Final Interior Inspection - Occupancy

ZONING Inspections (City of Menominee)

- ☐ Land-disturbing Construction - Grading, Filling, etc.
- ☐ Acc. Structures - Fencing, Pools, Sheds, Tanks, etc.
- ☐ Driveways, Parking Spaces & Sidewalks
- ☒ Certificate of Occupancy

Electrical Inspections (Michigan BCC)

- ☐ Electrical Service
- ☒ Rough System Installation
- ☒ Final Inspection

Mechanical Inspections (Michigan BCC)

- ☒ Rough System Installation
- ☐ Final Inspection

Plumbing Inspections (Michigan BCC)

- ☒ Service Connections: Water, Sanitary, Storm
- ☐ Site Groundwork
- ☐ Building Groundwork
- ☒ Rough System Installation
- ☒ Final Inspection

Project [PERMIT CARD] (Proj-PermitCard.rst, rev. 6/2/2010)

2511 10th Street ~ Menominee, MI 49858 ~ 906-863-2656 ~ Fax 906-863-3266

www.cityofmenominee.org



CITY OF MENOMINEE

2511 10th Street

Menominee, MI 49858

Phone: (906) 863-2656 Fax: (906) 863-3266

Building Permit

PERMIT #: PB18-0032

ISSUED:

EXPIRES:

LOCATION:	OWNER:	APPLICANT/CONTRACTOR:
501 4TH AVE 051-005-340-10	K&K WHSE LLC PO BOX 395 MENOMINEE MI 49858 Phone:	K&K WHSE LLC PO BOX 395 MENOMINEE MI 49858 Phone:

Work Description: 200' x 370' and 30' x 50' enclosed Warehouse. 50' x 100' open storage, 14 x 25 Fire pump house.

Stipulations:

Fee Item Description	Fee Category	Fee Quantity	Item Total
Com - New Construction & Additions	Standard Item	5,597,982.00	16,528.95


Building Official

date 12/13/2018
Permit Fee Paid

Fee Total: \$16,528.95
Amount Paid: \$16,528.95
Balance Due: \$0.00

INSPECTIONS: Call (906) 863-1742 or (906) 863-3029 or Email: dschultz@cityofmenominee.net at least 12 hours prior to request an inspection to avoid delays or penalties. Inspections shall be prior to concealing any work and prior to final project approval.

Fwd: "Phase 8" Building permit & receipt

imap://imap.gmail.com:993/fetch>UID>/INBOX>19726?header=print

KK INTEGRATED LOGISTICS

Vendor ID	Name	Payment Number	Check Number	Check Number
CITYMEN	CITY OF MENOMINEE	029924	12/12/2018	0097819
Reference	Date	Amount Paid	Discount	New Amount Due
12.12.18	12/12/2018	\$16,528.95	\$0.00	\$16,528.95

97819

CITY OF MENOMINEE
2511 10TH STREET
MENOMINEE, WI 49858
Phone : (906) 863-2656

Received From: K&K WASE LLC
Date: 12/13/2018 Time: 12:20:59 PM
Receipt: 282939
Cashier: COUNTER

ITEM REFERENCE	AMOUNT
BDIMV BUILDING DEPARTMENT INVOICE 00000356	\$16,528.95
TOTAL	\$16,528.95
CHECK 97819	\$16,528.95
Total Tendered:	\$16,528.95
Change:	\$0.00

\$16,528.95

\$16,528.95

\$0.00

\$16,528.95

Industrial Facilities Exemption Application Checklist

Applicant Name: K K Integrated Logistics, Inc.

GENERAL INFORMATION NEEDED FOR ALL APPLICATIONS:

- ☐ Completed Department of Treasury application Form 1012
- ☐ SIC/NAICS Code – eligible business 4214
- ☐ Certified copy of the resolution approving the District. IDD _____ PRD _____
 - ☐ Was the request for the District done prior to construction? (Y/N)
- ☐ Certified copy of the resolution approving the application (must include the following statements):
 - ☐ ...SEV of real and personal property WILL/WILL NOT exceed 5% of
 - ☐ ...shall not have the effect of substantially impeding.....or impairing the financial soundness...
 - ☐ Term of the exemption approved by the local governmental unit
- ☐ Letter of Agreement signed by the local unit and the applicant per MCL 207.572.
- ☐ Affidavit of Fees signed by the local unit and the applicant.
- ☐ Proof of Real Property Construction Begin Date (Building Permit, Footings Inspection, Signed Affidavit from Contractor, etc).
- ☐ List of Machinery and Equipment with installation dates.

REHAB ONLY:

- ☐ If machinery and equipment is being rehabilitated, a list of machinery, equipment and furniture and fixtures, including cost and installation dates.
- ☐ Signed Obsolescence Statement from assessor.

SPECULATIVE ONLY:

- ☐ Certified copy of the resolution to establish a speculative building.
- ☐ Statement of non-occupancy from the owner and the assessor.
- ☐ Was the speculative building constructed before a specific user was identified? MCL 207.553(8)(b). (Y/N)

TRANSFERS ONLY:

- ☐ Certified copy of the resolution approving the transfer.
- ☐ Notice was given to the holder, LGU, assessor and other local authorities for hearing.
- ☐ Name Change Only? If so, did we get proof of same ownership? (Y/N)

REVOCATIONS ONLY: ☐ Real Property ☐ Personal Property ☐ Both

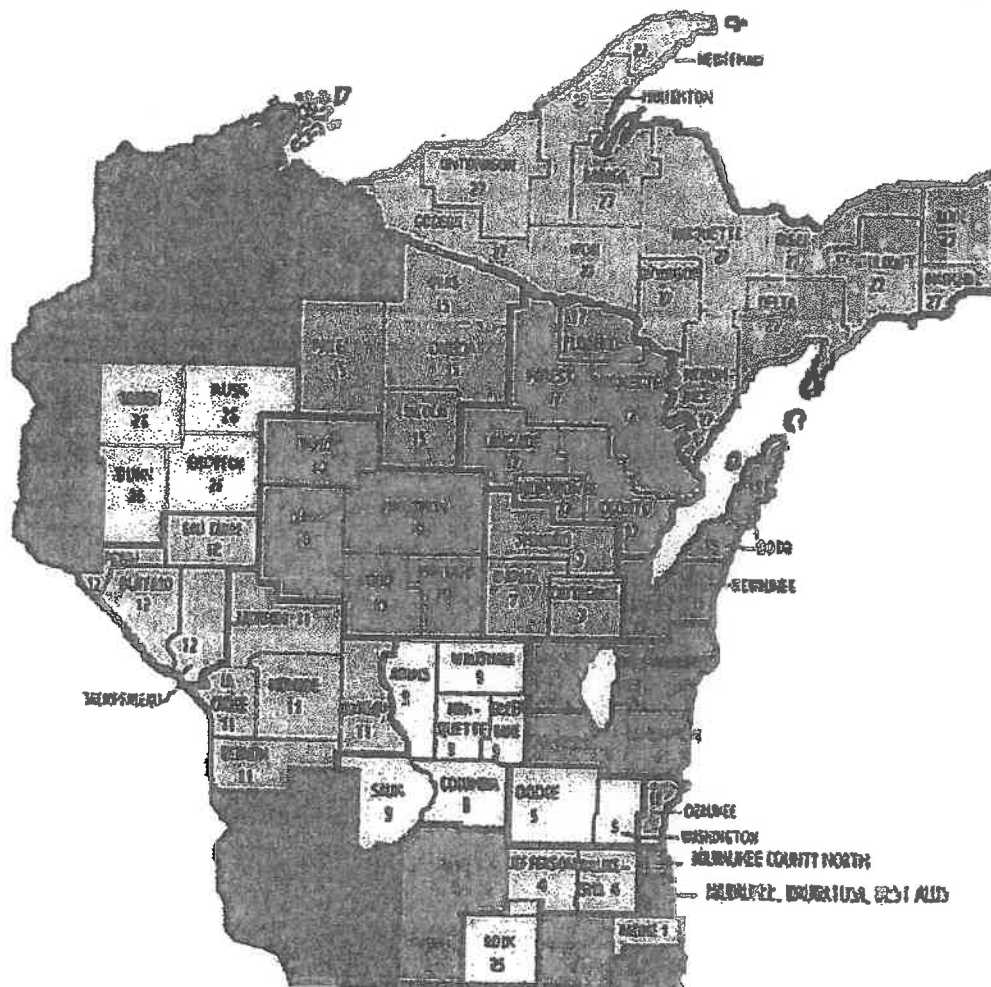
Statutory Reason for Revocation: _____

- ☐ Certified copy of the resolution approving the revocation.

AMENDMENTS ONLY: ☐ Extension: ____ to ____ ☐ Increase: _____ to _____ ☐ Both/Other

- ☐ Certified copy of the resolution approving the amendment.
- ☐ Is the amendment to increase personal or real property? (Y/N) If so, obtain the following:
 - ☐ Amended application
 - ☐ Updated Machinery and Equipment List.

COMMENTS:



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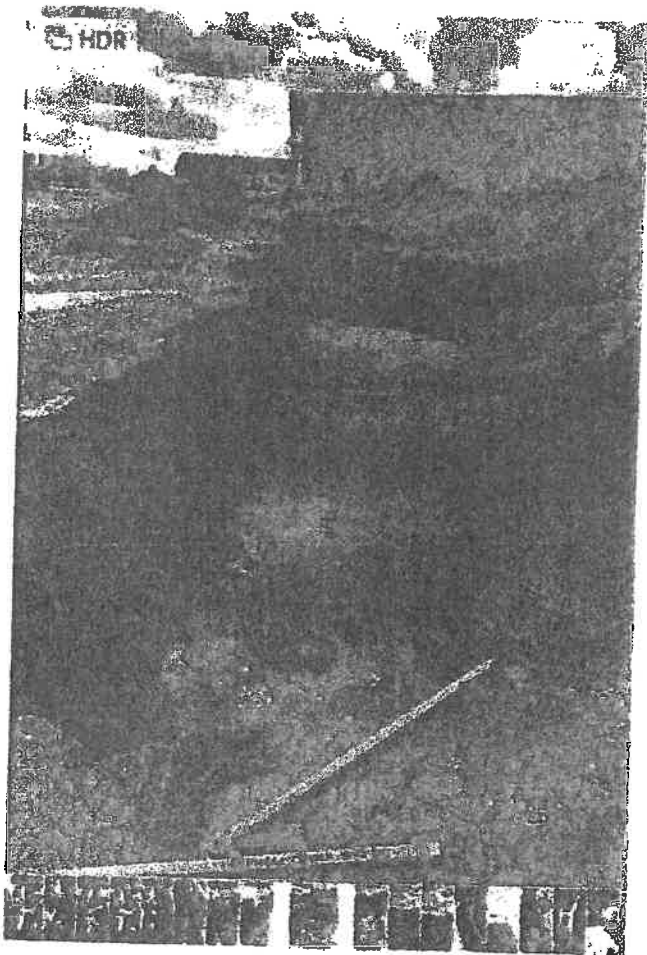
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By T.Graf8

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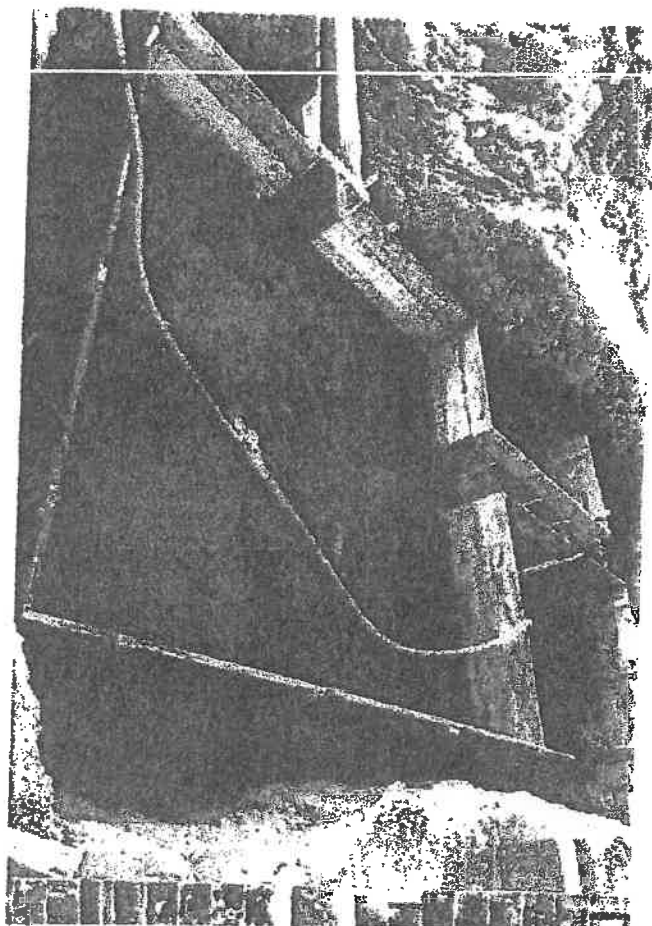
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By: T. Graft

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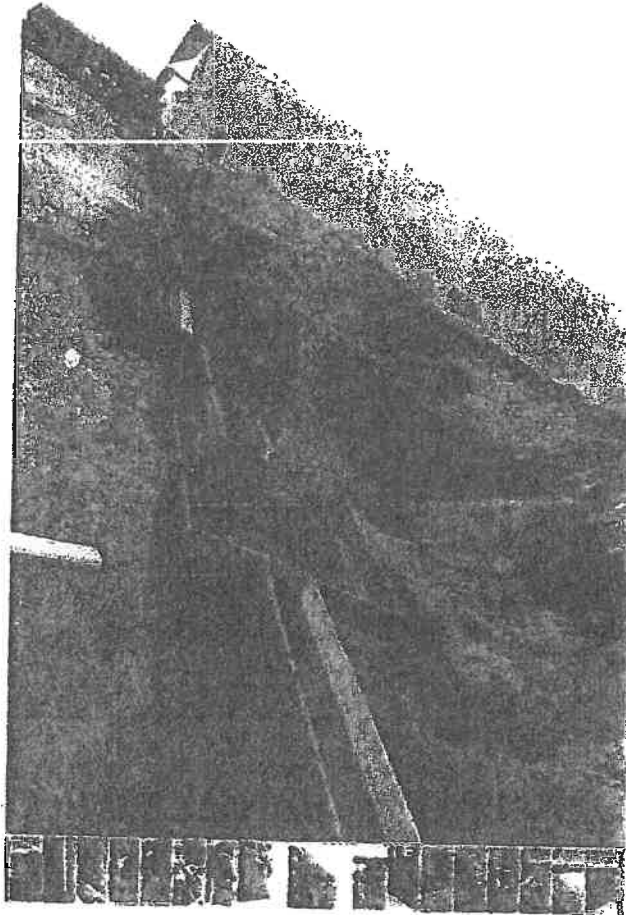
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LEASE FACE PAGE

Lease Date: August 29, 2018

Landlord: KK Integrated Logistics, Inc., a Wisconsin corporation

Landlord's Address: P.O. Box 395
Menominee, MI 49858

Tenant: Tyco Fire Products LP, a Delaware limited partnership

Tenant's Address: Attn: Global Workplace Solutions (M-3)
507 E. Michigan Street
Milwaukee, Wisconsin 53202-5211

With copy to: Tyco Fire Products LP
Attn: Thad E. Steffen – Director, Enterprise Property Group,
Americas
5757 Green Bay Avenue X-80
Milwaukee, WI 53209

Johnson Controls, Inc.
Attn: General Counsel, Building Efficiency – Americas (M-4)
507 E. Michigan Street
Milwaukee, Wisconsin 53202-5211

and

CBRE, Inc. – Portfolio Services
Attn: JCI Lease ID _____
6055 Primacy Parkway Building II, Suite 300
Memphis, Tennessee 38119

and

Dm.jci@cbre.com

Initial Term: 10 Years

Premises Address: 501 Fourth Avenue, Menominee, Michigan 49858

January 20, 2020

Peg Bastien, Assessor
City of Menominee
2511 10th Street
Menominee, MI 49858

RE: K K Integrated Logistics, Inc.
501 Fourth Ave, Menominee, MI 4958
2018 & 2019 IFT Applications

Dear Peg,

A hearing was held, December 17, 2019, by the State Tax Commission (STC) regarding IFT applications numbered 2018-171 and 2019-073.

Upon discussing the relationship between the Lessor and the Lessee of the facility it was noted that the Company Name on both applications should be K K Integrated Logistics, Inc. rather than K&K Whse LLC.

The STC noted in the hearing, it would be best to withdraw IFT 2018-171 and 2019-073 and resubmit the applications with K K Integrated Logistics, Inc. as the applicant.

The Lessor (K&K WHSE, LLC) leases the referenced facility to the Lessee (K K Integrated Logistics, Inc.). The Lessee has and continues to be liable for the payment of ad valorem taxes for the property. The Lessee is in the business of warehousing in the City of Menominee, County of Menominee, State of Michigan; a county bordering the State of Wisconsin.

The Lessee is currently providing warehousing to Tyco Fire Products LP, commonly known as Johnson Controls.

Cordially,



Cynthia A. Kuber
President, K K Integrated Logistics, Inc.

cc: To be included with Applications for Industrial Facilities Tax Exemption



City of Menominee
City Council
Agenda Item

TITLE: Motor Control Center D Replacement

Requesting Agency:	Waste Water Department	Meeting Date:	February 18, 2020
Contact:	Mike Thorsen	Public Hearing:	NA
Phone:	906-630-1016	Advertising Date:	NA
		Council District:	City Wide
Attachments:	Motor Control Center D Bid Recommendation Sheet		

PURPOSE:

Request that the City Council approve the selection of Twin City Electric as the low bidder and award them the Motor Control Center D replacement contract.

BACKGROUND:

As part of the FY 2019-2020 CIP budget, the WWUB and Council approved the replacement of Motor Control D. In February 2020, two companies supplied bids ranging from \$28,050.00 to \$29,360.00. Twin City Electric was the lowest bidder and was selected mainly because of their cost. MCC D distributes power to the sludge handling section of the WWTP. This 1970's MCC panel is original and the last of the subpanels to be replaced. In 2002, MCC A and C were replaced. In 2014, MCC B was replaced. New replacement parts are unavailable for the MCC D panel. We have been utilizing parts from the panels previously replaced.

BUDGET IMPACT:

The replacement contract is for a total of \$28,050.00 and will be encumbered from the FY 2019-2020 Wastewater CIP budget in the Account 590-536.000-970.000. This improvement project has a budget of \$32,000.00.

STAFF RECOMMENDATION / ACTION REQUESTED:

The Waste Water Department recommends that the Water and Wastewater Utility Board approve the award of the contract to Twin City Electric in the amount of \$28,050.00 for the replacement of Motor Control Center D and recommend to City Council.

BOARD RECOMMENDATION / ACTION:

At a February 13, 2020 meeting, the Water and Wastewater Utility Board recommended to City Council that Council accept the bid submitted by Twin City Electric in the amount of \$28,050.00 for the replacement of Motor Control Center D at the Wastewater Treatment Plant and authorize the City Manager and City Clerk/Treasurer to execute the contract.



City of Menominee

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

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

Recommendation Sheet

The City of Menominee sent out “Request for Proposals (RFP’s) during the month of January 2020 to electrical contractors for replacing Motor Control Center D at the Waste Water Treatment Plant. The electrical work was also posted in the paper and on the City’s website. This summary describes the selection process and provides needed information for the contract. This summary consists of the following:

- (1) Name and address of the electrical contractors that were emailed a copy of the RFP.
- (2) List of electrical contractors who responded to the RFP.
- (3) Criterion that was used to evaluate the electrical contractor.
- (4) Recommendation and a brief explanation of why the contractor was selected.

Name & Addresses of Contractors

- | | |
|--|---|
| 1. Ram Electric Co.
1009 Hockridge St.
Marinette, WI 54143 | Contact: David Boucher
Phone: (715) 732-4480 |
| 2. R.T. Electric Service LLC
N4068 Bay De Noc Dr.
Menominee, MI 49858 | Contact: Roy Thoune
Phone: (906) 863-8108 |
| 3. Twin City Electric, Inc
N1203 US 41
P.O. Box 511
Menominee, MI 49858 | Contact: Ron Barley
Phone: (906) 863-6986 |

Contractors who responded to the RFP

- | | |
|-------------------------------|-------------------------|
| 1. R.T. Electric Services LLC | Total Bid - \$29,360.00 |
| 2. Twin City Electric, Inc. | Total Bid - \$28,050.00 |

Evaluation of the Proposals

Mike Thorsen, Water/Waste Water Project Manager, reviewed and evaluated the proposals. Selection criteria included in the RFP that was sent to the electrical contractors is listed below:

1. Responsiveness to the conditions listed in the RFP.
2. Relevant experience, expertise, and qualifications of the contractor.
3. Technical proposal including proposed equipment.
4. Cost estimate.
5. Warranty.
6. Any special or unusual Terms and Conditions for the contract.

Selection of Contractor

After review of all the proposals, the City of Menominee selected Twin City Electric from Menominee, MI. All though, each contractor met all of the requirements of the RFP including experience and product equivalent, the main reason for choosing Twin City Electric was cost. Here are some highlights of their proposal:

1. They are the lowest bidder.
2. They have worked with the City of Menominee for many years. They replaced MCC B in 2014.
3. They are providing Square D Panels which were also used for MCC B.
4. They are providing a one year warranty.
5. The work will be completed by April 6, 2020.

BOARD REPORT:

At a February 13, 2020 meeting, the Water and Wastewater Utility Board discussed equipment needs, and they recommend to City Council that Council waive the bid process and accept the quote from JWC Environmental (the sole source provider) to supply a Muffin Monster cutter head assembly for the Wastewater Treatment Plant in the amount of \$32,509.08 and authorize the City Manager and City Clerk/Treasurer to execute the contract.

WATER AND WASTEWATER UTILITY BOARD

MOTION BY: _____ **SECOND BY:** _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Muffin Monster Cutter Head Replacement

Requesting Agency:	Waste Water Department	Meeting Date:	February 18, 2020
Contact:	Mike Thorsen	Public Hearing:	NA
Phone:	906-630-1016	Advertising Date:	NA
		Council District:	City Wide
Attachments:	JWC Environmental sole source letter		

PURPOSE:

Request that the City Council waive the bid requirements and approve JWC Environmental's quote for supplying the Muffin Monster's cutter head replacement assembly.

BACKGROUND:

As part of the FY 2019-2020 CIP budget, the WWUB and Council approved the Muffin Monster replacement project. The Muffin Monster operates 24/7 and grinds up rags, plastic, wood, etc. that is found in raw waste water, into smaller items that can be removed by the auger screen. JWC Environmental is the manufacturer of this unit and the sole supplier of replacement units and parts. According to the manufacturer, the cutter head assembly will last, on average, five to seven years. Ours was originally installed in 1997 and repaired by JWC in 2013. We are now experiencing issues with the current unit. JWC use to offer an exchange program at a lesser price, which we budgeted for, but they currently only offer repair or replacement. To prevent any downtime, replacement is the only viable option. Waste Water staff will be removing the old cutter head assembly and installing the new assembly. The cutter head assembly is only one part of the entire unit. Therefore, changing manufactures will not be cost effective.

BUDGET IMPACT:

The replacement quote is for a total of \$32,509.08 and will be encumbered from the FY 2019-2020 Wastewater CIP budget in the Account 590-536.000-970.000. This replacement project has a budget of \$32,000.00. Although, the quote is \$509.08 above the project budget, the other CIP items (Vactor Truck, Autoclave and Motor Control Center D) were below their budgets and more than cover the overage.

STAFF RECOMMENDATION / ACTION REQUESTED:

The Waste Water Department recommends that the Water and Wastewater Utility Board waive the bid requirements and approve the award of supplying the Muffin Monster cutter head assembly to JWC Environmental in the amount of \$32,509.08 and recommend to City Council.

COMMITTEE RECOMMENDATION / ACTION:

At a February 13, 2020 meeting, the Water and Wastewater Utility Board recommended to City Council that Council waive the bid process and accept the quote from JWC Environmental (the sole source provider) to supply a Muffin Monster cutter head assembly for the Wastewater Treatment Plant in the amount of \$32,509.08 and authorize the City Manager and City Clerk/Treasurer to execute the contract.



JWC
Environmental®



JWC – Southeast
4485 Commerce Dr.
Buford, GA 30518
Tel: 800-331-8783
Tel: 770-925-7376
Fax: 770-925-9406

To: Mike Thorsen

Date 8/14/13

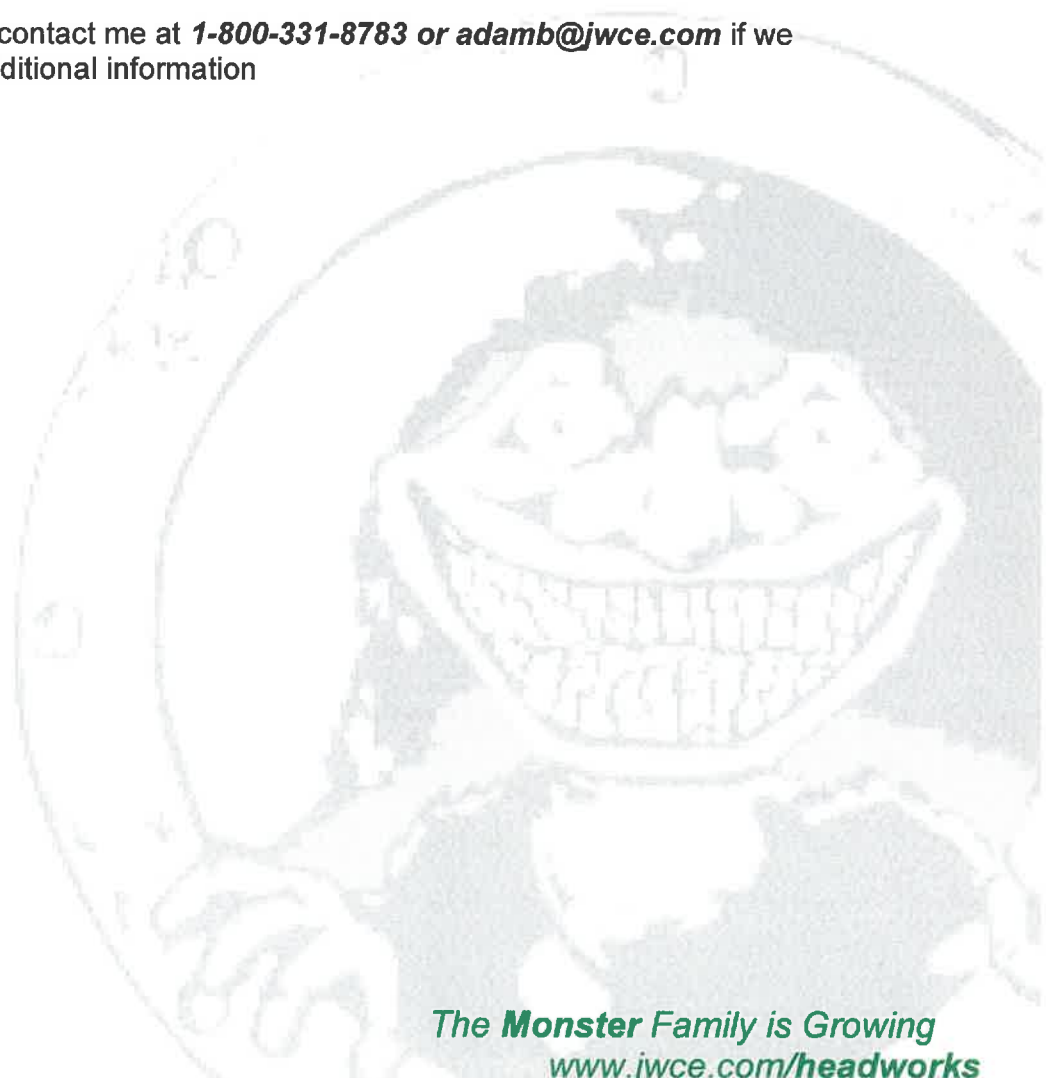
From: Adam Barlow

Subject: Sole Source for Muffin Monster Parts

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Separation System. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

Please feel free to contact me at **1-800-331-8783** or **adamb@jwce.com** if we can provide any additional information



The Monster Family is Growing
www.jwce.com/headworks

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of _____, 2020 (the "Effective Date"), by and between **CITY OF MENOMINEE**, a Michigan municipal corporation (the "City") and **JOHN AND JULIE HENES FOUNDATION, INC.**, a Michigan nonprofit corporation (the "Foundation").

~~WHEREAS, the City desires to remodel the existing bath house located in John Henes Park (the "Park") as depicted on Exhibit A in Menominee, Michigan; and~~

WHEREAS, the Foundation has an interest in improving the Park by remodeling existing buildings within the Park; and

WHEREAS, to promote the best interests of the Foundation and to provide City with an opportunity and incentive to improve the Park, the Foundation agrees to grant to the City funds to assist in the remodeling of the bath house in the Park.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Grant of Cash. As of the Effective Date and pursuant to the terms and conditions set forth in this Agreement, the Foundation hereby grants to the City an additional Four Hundred Thousand and 00/100 Dollars (\$400,000.00) (the "Grant Funds"). The Grant Funds shall be paid on a monthly basis when the cost or expense associated with the Plans (defined in Section 2) is incurred and invoiced to the City; provided, however that the Foundation's obligation to pay any cost or expense shall be conditioned upon the Foundation's prior written approval of said cost or expense.

~~2. Original Grant Agreement. All provisions within the original grant agreement executed on July 25, 2019 remain effective.~~

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~~2. Plans for the Park. The City shall remodel an existing facility within the Park as more fully set forth on Exhibit B (the "Plans").~~

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~~Any architect or prime contractor chosen by the City or any subcontractor selected to assist with completing the Plans must be approved by the Foundation in writing.~~

~~3. City's Representations and Warranties. City represents and warrants as follows:~~

~~(a) A third party currently has no right or claim that may be able to be made against any portion of the Grant Funds.~~

~~(b) The City has the authority and the right to enter into this Agreement.~~

~~4. City's Acknowledgments and Covenants.~~

~~(a) Use of Grant. City agrees and guarantees that the City (or any party acting through the City) will use any Grant Funds only for the purposes set forth under the Plans. The Foundation must approve of any costs or expenses prior to expenditure. All agreed-upon costs or expenses shall be submitted to the Foundation in a detailed itemized invoice with~~

~~appropriate documentation. City acknowledges that any use of Grant Funds by the City without the Foundation's prior written permission is an express and material breach of this Agreement.~~

~~(b) — Record Retention. City agrees to maintain adequate records to document the expenditure of funds and the activities supported by this Agreement. The Foundation shall have the right to access records related to the Grant Funds upon reasonable notice.~~

~~(c) — Notification. City agrees to notify the Foundation of any development that significantly affects the operation of the Park or any projects reasonably related to the Park's development or maintenance.~~

~~(d) — Approval. All contractors selected by the City shall be approved by the Foundation prior to the commencement of the work.~~

~~(e) — Third Party Lien Rights. The City must take all necessary actions to ensure that no third party shall have any rights, including any lien rights, against any portion of the Grant Funds except as otherwise approved by the Foundation in writing (other than as contemplated under the Plans).~~

~~(f) — Contracts. In the event that the City contracts some or all of a portion of the Plans, the City (and not the Foundation) shall act as the party under any such contracts ("Third Party Plan Contracts"). The City has no authority to enter into contracts or agreements on behalf of the Foundation and the Foundation will not be bound by nor be forced to undertake any obligations under any Third Party Plan Contracts. The Foundation has no authority to enter into contracts or agreements on behalf of the City. The Foundation must approve of any Third Party Plan Contract. To ensure that the Grant Funds provided by the Foundation are protected in the event of a third party contractor's bankruptcy or insolvency, if requested by the Foundation, any Third Party Plan Contract with a contractor must contain a requirement for such applicable contractor to furnish a performance bond. Such performance bond must: (i) ensure that the products or services provided by an applicable contractor will be provided or performed despite such contractor's bankruptcy or insolvency and (ii) be upon terms agreeable to the Foundation.~~

~~5. — Return of Funds. In the event that the City breaches any term or provision of this Agreement and the City fails to cure such breach during the fifteen (15) day period thereafter, the Foundation shall have the right to reclaim from the City the entire amount of the Grant Funds provided to the City under this Agreement. For purposes of clarity, the Foundation shall retain the right to reclaim the full amount of the Grant Funds, totaling Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), even if the City has spent some or all of a portion of the Grant Funds as of the date of breach. Any Grant Funds that have not been used for, or committed to, the Plans upon expiration of this Agreement must be returned promptly to the Foundation.~~

~~6. — Naming Rights. Upon completion, the remodeled facility shall be known as "Beach Pavilion." All signs must be approved by the Foundation in writing.~~

~~7. — Term. This Agreement commences on the Effective Date and continues until the earlier of (a) May 1, 2020; or (b) the completion of the Plans, as reasonably determined by the~~

Foundation (the "Term"). The Foundation, in its sole discretion, may approve in writing any request for an extension of the Term.
Date.

8. ~~Termination.~~ Notwithstanding any rights granted to the Foundation under Section 5 of this Agreement, the Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if the City breaches any term of this Agreement subject to the City's right to cure such breach during the fifteen (15) day period thereafter as set forth under Section 5.

9. ~~Confidential.~~ Except as otherwise required by applicable law, including, without limitation, with respect to any required disclosure pursuant to Michigan's Freedom of Information Act, the City and the Foundation agree to keep the terms of this Agreement confidential. Neither party shall disclose any term of this Agreement to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party is permitted to disclose the terms of this Agreement to any of its advisors, including its attorney(s).

10. ~~Miscellaneous.~~

(a) ~~Governing Law; Jurisdiction.~~ This Agreement and the transactions contemplated hereby shall be governed by and construed according to the laws of the state of Michigan. With respect to any dispute arising out of or related to this Agreement, the parties hereby consent to the exclusive jurisdiction of any court of the State of Michigan sitting in Menominee County, Michigan. The parties waive any objection based on improper venue or inconvenient forum.

(b) ~~Warranties.~~ Each of the City and the Foundation understand that the respective other party will be relying on the accuracy and completeness of their representations, warranties, covenants, and other statements contained herein, and the City and the Foundation will notify each other immediately of any material change in any representation, warranty or other statement made herein that occurs.

(c) ~~Modifications.~~ No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing and signed by all parties.

(d) ~~Waiver.~~ No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any waiver must be in writing and signed by the party charged therewith.

(e) ~~Binding Effect.~~ This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors, heirs, estates, representatives and permitted assigns.

(f) ~~Headings; Counterparts.~~ Section headings are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

~~(g) — No Strict Construction. Each of the parties hereto acknowledges and agrees that this Agreement has been prepared jointly by the parties hereto and their respective counsel and that this Agreement shall not be strictly construed against either party by virtue of the person or entity who may have drafted the subject provision.~~

~~(h) — Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the respective other party, and any such assignment without such prior written consent shall be null and void.~~

~~(i) — Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.~~

~~{Signature Page to Follow}~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:
City of Menominee

By: _____
_____, its _____

FOUNDATION:
John and Julie Henes Foundation, Inc.

By: _____
_____, its _____

EXHIBIT A
PAVILION

See attached.

EXHIBIT B

PLANS

See attached.

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of July 25 2019 (the "Effective Date"), by and between **CITY OF MENOMINEE**, a Michigan municipal corporation (the "City") and **JOHN AND JULIE HENES FOUNDATION, INC.**, a Michigan nonprofit corporation (the "Foundation").

WHEREAS, the City desires to remodel the existing bath house located in John Henes Park (the "Park") as depicted on Exhibit A in Menominee, Michigan; and

WHEREAS, the Foundation has an interest in improving the Park by remodeling existing buildings within the Park; and

WHEREAS, to promote the best interests of the Foundation and to provide City with an opportunity and incentive to improve the Park, the Foundation agrees to grant to the City funds to assist in the remodeling of the bath house in the Park.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Grant of Cash. As of the Effective Date and pursuant to the terms and conditions set forth in this Agreement, the Foundation hereby grants to the City not more than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Grant Funds"). The Grant Funds shall be paid on a monthly basis when the cost or expense associated with the Plans (defined in Section 2) is incurred and invoiced to the City; provided, however that the Foundation's obligation to pay any cost or expense shall be conditioned upon the Foundation's prior written approval of said cost or expense.

2. Plans for the Park. The City shall remodel an existing facility within the Park as more fully set forth on Exhibit B (the "Plans").

Any architect or prime contractor chosen by the City or any subcontractor selected to assist with completing the Plans must be approved by the Foundation in writing.

3. City's Representations and Warranties. City represents and warrants as follows:

(a) A third-party currently has no right or claim that may be able to be made against any portion of the Grant Funds.

(b) The City has the authority and the right to enter into this Agreement.

4. City's Acknowledgments and Covenants.

(a) Use of Grant. City agrees and guarantees that the City (or any party acting through the City) will use any Grant Funds only for the purposes set forth under the Plans. The Foundation must approve of any costs or expenses prior to expenditure. All agreed upon costs or expenses shall be submitted to the Foundation in a detailed itemized invoice with appropriate documentation. City acknowledges that any use of Grant Funds by the City

without the Foundation's prior written permission is an express and material breach of this Agreement.

(b) Record Retention. City agrees to maintain adequate records to document the expenditure of funds and the activities supported by this Agreement. The Foundation shall have the right to access records related to the Grant Funds upon reasonable notice.

(c) Notification. City agrees to notify the Foundation of any development that significantly affects the operation of the Park or any projects reasonably related to the Park's development or maintenance.

(d) Approval. All contractors selected by the City shall be approved by the Foundation prior to the commencement of the work.

(e) Third-Party Lien Rights. The City must take all necessary actions to ensure that no third-party shall have any rights, including any lien rights, against any portion of the Grant Funds except as otherwise approved by the Foundation in writing (other than as contemplated under the Plans).

(f) Contracts. In the event that the City contracts some or all of a portion of the Plans, the City (and not the Foundation) shall act as the party under any such contracts ("Third-Party Plan Contracts"). The City has no authority to enter into contracts or agreements on behalf of the Foundation and the Foundation will not be bound by nor be forced to undertake any obligations under any Third-Party Plan Contracts. The Foundation has no authority to enter into contracts or agreements on behalf of the City. The Foundation must approve of any Third-Party Plan Contract. To ensure that the Grant Funds provided by the Foundation are protected in the event of a third-party contractor's bankruptcy or insolvency, if requested by the Foundation, any Third-Party Plan Contract with a contractor must contain a requirement for such applicable contractor to furnish a performance bond. Such performance bond must: (i) ensure that the products or services provided by an applicable contractor will be provided or performed despite such contractor's bankruptcy or insolvency and (ii) be upon terms agreeable to the Foundation.

5. Return of Funds. In the event that the City breaches any term or provision of this Agreement and the City fails to cure such breach during the fifteen (15)-day period thereafter, the Foundation shall have the right to reclaim from the City the entire amount of the Grant Funds provided to the City under this Agreement. For purposes of clarity, the Foundation shall retain the right to reclaim the full amount of the Grant Funds, totaling Three Hundred Thousand and 00/100 Dollars (\$300,000), even if the City has spent some or all of a portion of the Grant Funds as of the date of breach. Any Grant Funds that have not been used for, or committed to, the Plans upon expiration of this Agreement must be returned promptly to the Foundation.

6. Naming Rights. Upon completion, the remodeled facility shall be known as "Beach Pavilion." All signs must be approved by the Foundation in writing.

7. Term. This Agreement commences on the Effective Date and continues until the earlier of (a) May 1, 2020; or (b) the completion of the Plans, as reasonably determined by the Foundation (the "Term"). The Foundation, in its sole discretion, may approve in writing any request for an extension of the Term.

8. Termination. Notwithstanding any rights granted to the Foundation under Section 5 of this Agreement, the Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if the City breaches any term of this Agreement subject to the City's right to cure such breach during the fifteen (15)-day period thereafter as set forth under Section 5.

9. Confidential. Except as otherwise required by applicable law, including, without limitation, with respect to any required disclosure pursuant to Michigan's Freedom of Information Act, the City and the Foundation agree to keep the terms of this Agreement confidential. Neither party shall disclose any term of this Agreement to any third-party without the prior written consent of the other party. Notwithstanding the foregoing, either party is permitted to disclose the terms of this Agreement to any of its advisors, including its attorney(s).

10. Miscellaneous.

(a) Governing Law; Jurisdiction. This Agreement and the transactions contemplated hereby shall be governed by and construed according to the laws of the state of Michigan. With respect to any dispute arising out of or related to this Agreement, the parties hereby consent to the exclusive jurisdiction of any court of the State of Michigan sitting in Menominee County, Michigan. The parties waive any objection based on improper venue or inconvenient forum.

(b) Warranties. Each of the City and the Foundation understand that the respective other party will be relying on the accuracy and completeness of their representations, warranties, covenants, and other statements contained herein, and the City and the Foundation will notify each other immediately of any material change in any representation, warranty or other statement made herein that occurs.

(c) Modifications. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing and signed by all parties.

(d) Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any waiver must be in writing and signed by the party charged therewith.

(e) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors, heirs, estates, representatives and permitted assigns.

(f) Headings; Counterparts. Section headings are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) No Strict Construction. Each of the parties hereto acknowledges and agrees that this Agreement has been prepared jointly by the parties hereto and their respective

counsel and that this Agreement shall not be strictly construed against either party by virtue of the person or entity who may have drafted the subject provision.

(h) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the respective other party, and any such assignment without such prior written consent shall be null and void.

(i) Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

City of Menominee

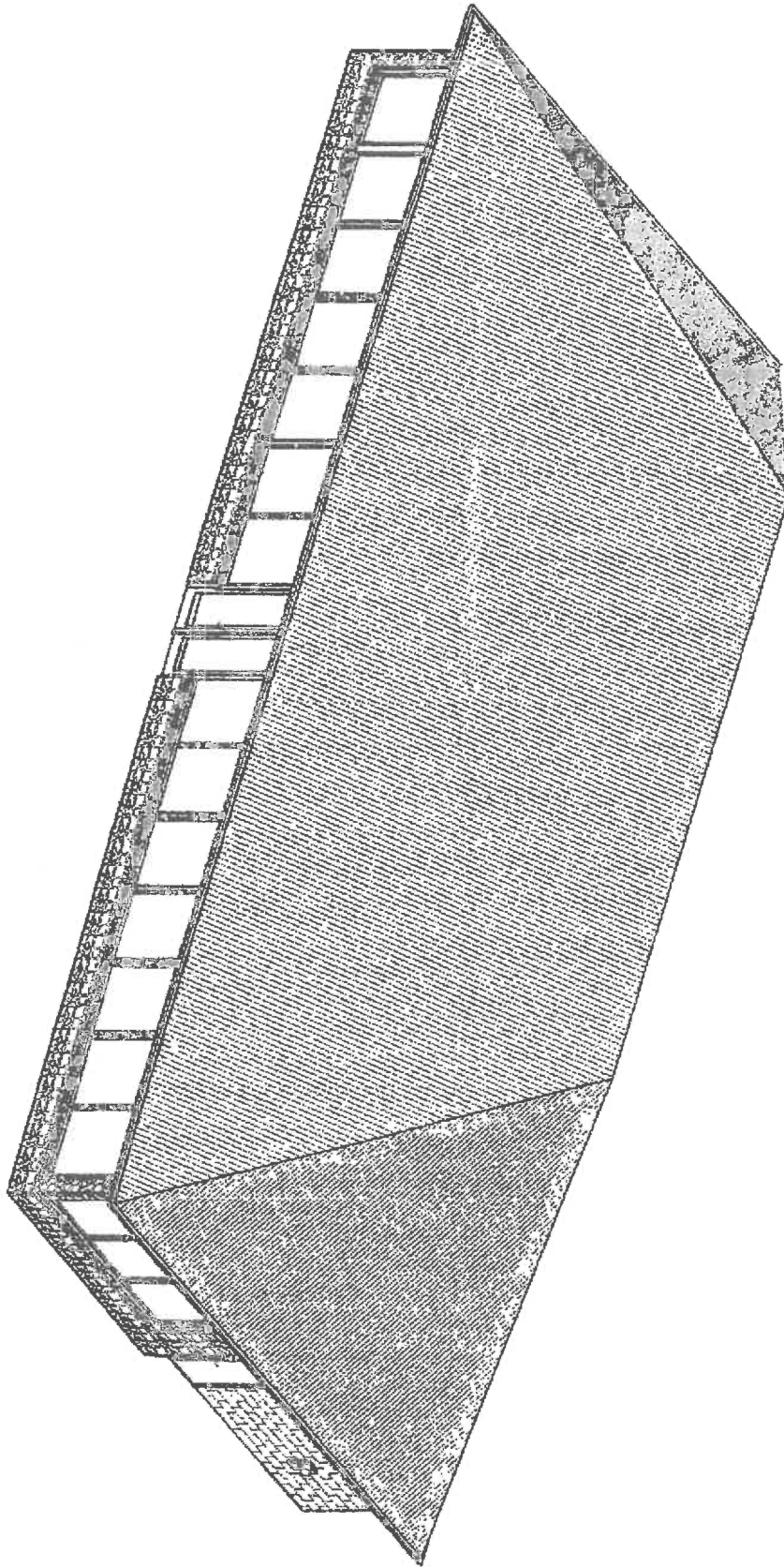
By: Tony Graff, City Manager

FOUNDATION:

John and Julie Henes Foundation, Inc.

By: Johanna Lewis
its

Exhibit "A"



- 32-10 13/74

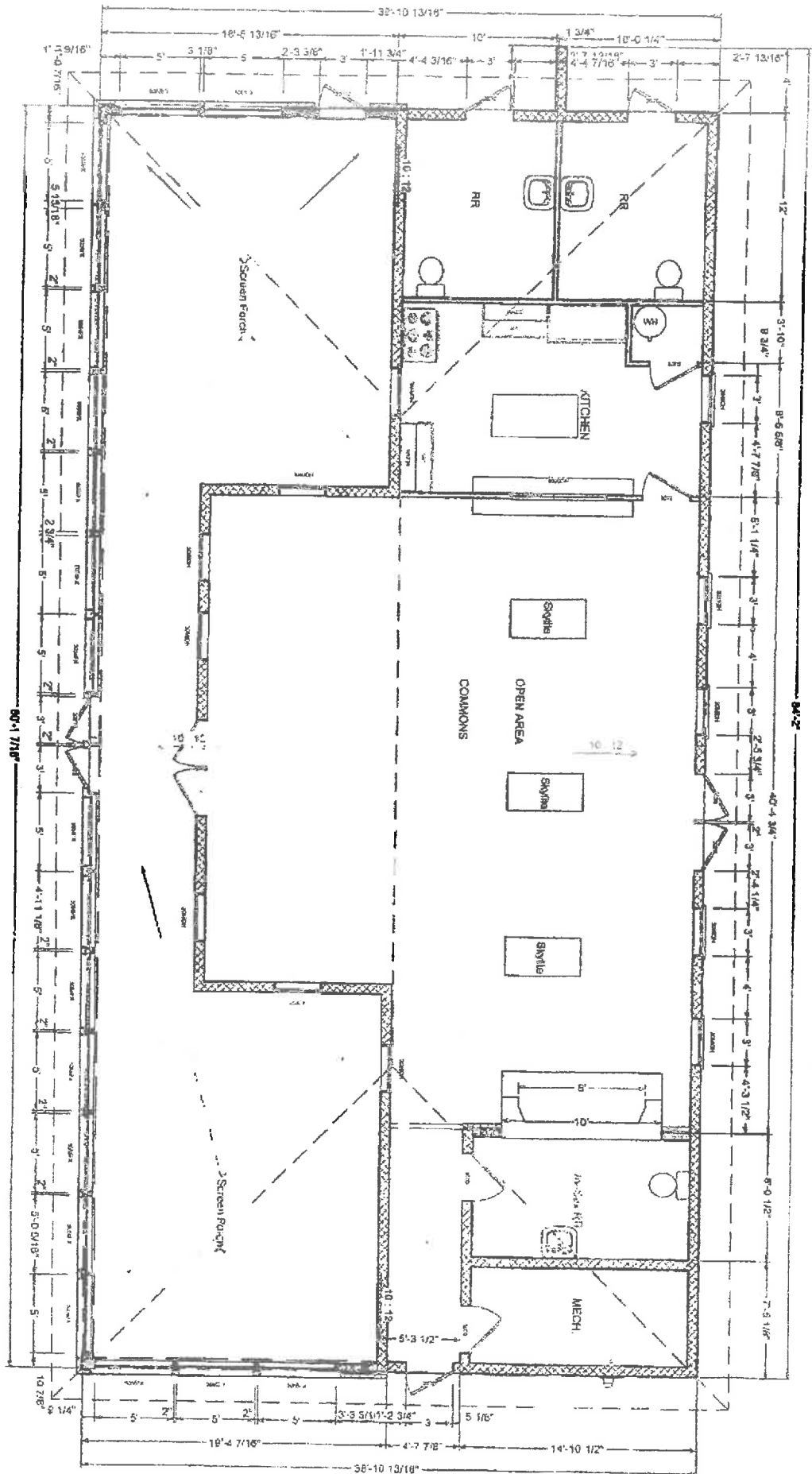




Exhibit B
"Providing distinctive quality with unparalleled customer service"

625 CARNEY BLVD
MARINETTE, WISCONSIN 54143
Michigan Office @ 737 First Street
Menominee, Michigan 49858

Proposal

Date Proposal #
6/4/2019 19-00-1340

Phone# 715-735-9346 WI.
715-587-7964 MI.
Fax# 715-735-9346

Proposal expires 20 days from the date of this proposal

Proposal submitted to
City of Menominee
2511 10th Street
Menominee, MI 49858

Revision # _____

Date _____

Job Location

We propose to supply materials and/or labor to:

Michigan Builders License # 2102169221 Wisconsin Dwelling Contractor Cert#s 934686	Description	Total
We propose to remodel existing Henes Park Beach House Pavilion at Menominee Henes Park, Henes Park Road, Menominee Michigan to include: KEEPING SAME FOOTPRINT OF EXISTING BUILDING. 1. REMOVE EXISTING ROOF (INCLUDING FRAMING) 2. INSTALL NEW 10/12 Pitch CATHEDRAL TRUSSED ROOF SYSTEM WITH STANDING SEAM METAL ROOF 3. ROOF TO HAVE THREE SKYLIGHTS ACROSS BACK 4. ROOF TO HAVE COPULA 5. CONSTRUCT A SCREEN PORCH ACROSS THE FRONT (ROAD SIDE) WITH STAMPED CONCRETE FLOOR 6. REMODEL EXISTING RESTROOMS UP TO CODE AND ADD ONE TO THE INSIDE to include new fixtures 7. CONSTRUCT A STONE GAS FIREPLACE to the underside of roof deck. 8. CONSTRUCT A WARMING KITCHEN with additional circuits to accommodate rosters, coffee pots, etc. 9. ALL NEW LARGER WINDOWS AND DOORS to be determined 10. NEW ELECTRICAL, wire to code with a 200amp service. 11. NEW GAS LINE TO BUILDING		300,000.00

Note: This proposal maybe withdrawn by Getchell Builders & Home Maintenance LLC (GBHM) at anytime prior to receipt of acceptance.

All material is guaranteed to be as specified. All work to be performed in a workmanlike manner and in accordance with drawings and specifications approved by GBHM in conjunction with this proposal for the sum of:

Total

Payment terms are half down upon acceptance of this proposal, progress payments as invoiced by GBHM with the balance of full payment due upon substantial completion of the above described work. Any payment not received by GBHM within 30 calendar days subsequent to the invoice date shall be past due and shall accrue interest at a rate of one and one half percent (1 1/2%) per month or the maximum rate allowed by law. Note: Substantial completion shall occur when the work can be used for its intended purpose.

Any alteration or deviation from the above described scope of work or from the approved drawings and specification, shall be performed only upon written agreement which shall describe the nature and scope of the alteration or deviation and change in the project cost due to the same. All efforts pursuant to the proposal are contingent upon strikes, accidents, or delays beyond the control of GBHM. All non legally required insurance coverages as well as Builders Risk Insurance required in conjunction with the work associated with this proposal shall be the sole and exclusive responsibility of the party accepting this proposal.

Respectfully Submitted,
Getchell Builders & Home Maintenance, LLC

President _____
William M. Getchell

Additional TERMS and CONDITIONS

3. Notice of intent to file a mechanics / material lien pursuant to the laws of the State of Wisconsin. You are hereby notified that upon acceptance of this proposal, Getchell Builders and Home Maintenance LLC intends to file a mechanics / material lien for the material and labor enumerated herein for the use in the building, structure, or residence indicated unless all payments for the amount are paid in accordance with the terms set forth in the proposal.

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. NOTE: You may cancel this transaction, without any penalty or obligation, within 3 business days from the below date.

Date _____
Date _____



Exhibit B
"Providing distinctive quality with unparalleled customer service"

625 CARNEY BLVD
MARINETTE, WISCONSIN 54143
Michigan Office @ 737 First Street
Menominee, Michigan 49858

Proposal

Date 6/4/2019
Proposal # 19-00-1340

Phone# 715-735-9346 WI.
715-587-7964 MI.
Fax# 715-735-9346

Proposal submitted to
City of Menominee
2511 10th Street
Menominee, MI 49858

Proposal expires 20 days from the
date of this proposal

Revision # _____
Date _____

Job Location _____

We propose to supply materials and/or labor to:

Michigan Builders License # 2102168221 Wisconsin Dwelling Contractor Cert#s 934686	Description	Total
12. IMPROVE PARKING LOT AS NEEDED		
13. THE BUILDING WILL INCLUDE ALL ADA REQUIREMENTS		
14. EXISTING EXTERIOR STUCCO WALLS WILL BE REPAIRED (as Needed) AND PAINTED		
PROPOSED BUDGET \$300,000.00		
This proposal is for Time and Materials- plus 10% (profit / overhead). The proposed budget is an estimated cost. Hourly rate will be at \$55.00 per hour, based on 40hrs per. week. 1 1/2 time will be charged after 40hrs per week.		

Note: This proposal maybe withdrawn by Getchell Builders & Home Maintenance LLC (GBHM) at anytime prior to receipt of acceptance.

All material is guaranteed to be as specified. All work to be performed in a workmanlike manner and in accordance with drawings and specifications approved by GBHM in conjunction with this proposal for the sum of: **Total \$300,000.00**

Payment terms are half down upon acceptance of this proposal, progress payments as invoiced by GBHM with the balance of full payment due upon substantial completion of the above described work. Any payment not received by GBHM within 30 calendar days subsequent to the invoice date shall be past due and shall accrue interest at a rate of one and one half percent (1 1/2%) per month or the maximum rate allowed by law. Note: Substantial completion shall occur when the work can be used for its intended purpose.

Any alteration or deviation from the above described scope of work or from the approved drawings and specification, shall be performed only upon written agreement which shall describe the nature and scope of the alteration or deviation and change in the project cost due to the same. All efforts pursuant to the proposal are contingent upon strikes, accidents, or delays beyond the control of GBHM. All non legally required insurance coverages as well as Builders Risk Insurance required in conjunction with the work associated with this proposal shall be the sole and exclusive responsibility of the party accepting this proposal.

Respectfully Submitted,
Getchell Builders & Home Maintenance, LLC

President _____
William M. Getchell

Additional TERMS and CONDITIONS

1. If the seller is required to engage the services of a collection agency or an attorney to enforce collection, the Buyer hereby assumes responsibility to pay all collection cost (including reasonable attorney's fees) and interest at the rate of 1.5 % per month on all Past Due accounts unless prohibited by law.
2. As required by the Construction Lien Law, Seller hereby notifies Buyer that persons or companies furnishing labor or materials for construction on Buyer's land may have Lien rights on Buyer's land and buildings if not paid. Those entitled to Lien rights, in addition to the undersigned Seller, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Buyer probably will receive notices from Buyer's mortgage lender, if any. Seller agrees to cooperate with the Buyer's lender, if any, to see that all potential Lien claimants are duly paid.
3. Notice of Intent to file a mechanics / material lien pursuant to the laws of the State of Wisconsin. You are hereby notified that upon acceptance of this proposal, Getchell Builders and Home Maintenance LLC intends to file a mechanics / material lien for the material and labor enumerated herein for the use in the building, structure, or residence indicated unless all payments for the amount are paid in accordance with the terms set forth in the proposal.

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. NOTE: You may cancel this transaction, without any penalty or obligation, within 3 business days from the below date.

Date _____

Signature _____

Date _____

Signature _____

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 4 Pages

From:

Getchell Builders & Home Maint. LLC
625 Carney Blvd.
Marinette, WI 54143

To:

City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

Project:

HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

Application No: 6

Application Date: 2/04/2020

Period To: 2/04/2020

Contract Date: 9/01/2019

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period E				
15	Concrete foundation Work Line #15, 10% mark-up	11,425.87 1,142.59	11,425.87 1,142.59	0.00 0.00	0.00 0.00	11,425.87 1,142.59	0.00 0.00	0.00 0.00
16	Roof system (materials/Labor Line #16, 10% mark-up	90,215.06 9,021.51	42,661.83 4,266.18	43,000.00 4,300.00	0.00 0.00	85,661.83 8,566.18	4,553.23 455.33	0.00 0.00
17	Electrical (RT Elec.) Line #17, 10% mark-up	53,044.00 5,304.40	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	53,044.00 5,304.40	0.00 0.00
18	Tree removal Line#18, 10% mark-up	2,850.00 285.00	2,850.00 285.00	0.00 0.00	0.00 0.00	2,850.00 285.00	0.00 0.00	0.00 0.00
19	Steel Framing (screen porch) Line #19 10% mark-up	6,468.31 646.83	6,468.31 646.83	0.00 0.00	0.00 0.00	6,468.31 646.83	0.00 0.00	0.00 0.00
20	Blast/Powder Coat Steel Framin Line #20.00 10% mark-up	2,150.00 215.00	2,150.00 215.00	0.00 0.00	0.00 0.00	2,150.00 215.00	0.00 0.00	0.00 0.00
21	Steel Doors and Frames Line #21.00 10% mark-up	10,000.00 1,000.00	930.00 93.00	0.00 0.00	0.00 0.00	930.00 93.00	9,070.00 907.00	0.00 0.00
22	Insulation Line #22.00 10% mark-up	12,158.00 1,215.80	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	12,158.00 1,215.80	0.00 0.00
23	Windows, Materials ONLY Line #23.00 10% mark-up	84,160.80 8,416.08	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	84,160.80 8,416.08	0.00 0.00
24	Plumbing, Fixtures and Labor Line #24.00 10% mark-up	42,764.41 4,276.44	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	42,764.41 4,276.44	0.00 0.00
25	Stone (LaCourt) Line #25.00 10% mark-up	24,512.00 2,451.20	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	24,512.00 2,451.20	0.00 0.00
26	Concrete work & Demo Line #26.00 10% mark-up	35,438.25 3,543.83	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	35,438.25 3,543.83	0.00 0.00
27	Storm Shutters	31,660.25	0.00	0.00	0.00	0.00	31,660.25	0.00
		546,659.05	144,936.47	50,539.39	0.00	195,475.86	36	351,183.19
								0.00

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 4 of 4 Pages

From:

Getchell Builders & Home Maint. LLC
625 Carney Blvd.
Marinette, WI 54143

To:

City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

Project:

HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

Application No: 6

Application Date: 2/04/2020

Period To: 2/04/2020

Contract Date: 9/01/2019

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
28	Line #27.00 10% mark-up Flooring	3,166.03 13,900.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	3,166.03 13,900.00	0.00 0.00
29	Line #28.00 10% mark-up Interior Finish	1,390.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	1,390.00 0.00	0.00 0.00
30	Line #29.00 10% mark-up Exterior Finish	0.00 30,685.56	0.00 0.00	0.00 14,433.72	0.00 0.00	0.00 14,433.72	0.00 16,251.84	0.00 0.00
31	Line #30.00 10% mark-up Additional Architectural Fees	3,068.56 1,028.00	0.00 0.00	1,443.37 1,028.00	0.00 0.00	1,443.37 1,028.00	1,625.19 0.00	0.00 0.00
	Line #31.00 10% mark-up	102.80	0.00	102.80	0.00	102.80	0.00	0.00
		600,000.00	144,936.47	67,547.28	0.00	212,483.75	387,516.25	0.00

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 4 Pages

From:

Gettshell Builders & Home Maint. LLC
625 Carney Blvd.
Marinette, WI 54143

To:

City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

Project:

HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

Application No: 6

Application Date: 2/04/2020

Period To: 2/04/2020

Contract Date: 9/01/2019

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C - G)	J Retainage (if Variable Rate)
			From Previous Application (D + E)							
1	Architectural Services	2,488.00	2,488.00		0.00	0.00	2,488.00	100	0.00	
	Line #1 10% mark-up	248.80	248.80		0.00	0.00	248.80	100	0.00	0.00
2	WPS Gas Service Fee	12,996.87	12,996.87		0.00	0.00	12,996.87	100	0.00	0.00
	Line #2, 10 % markup	1,299.69	1,299.69		0.00	0.00	1,299.69	100	0.00	0.00
3	WPS Electrical Service Fee	1,315.82	1,315.82		0.00	0.00	1,315.82	100	0.00	0.00
	Line #3, 10% mark-up	131.58	131.58		0.00	0.00	131.58	100	0.00	0.00
4	Demo Labor	10,175.00	10,175.00		0.00	0.00	10,175.00	100	0.00	0.00
	Line#4, 10% mark-up	1,017.50	1,017.50		0.00	0.00	1,017.50	100	0.00	0.00
5	Insurance Umbrella	0.00	0.00		0.00	0.00	0.00	0	0.00	0.00
6	Soil and Sedi. Control Permit	0.00	0.00		0.00	0.00	0.00	0	0.00	0.00
7	Builders Risk Insurance cost	0.00	0.00		0.00	0.00	0.00	0	0.00	0.00
8	Security Fencing	2,500.00	2,500.00		0.00	0.00	2,500.00	100	0.00	0.00
	Line#8, 10% mark-up	250.00	250.00		0.00	0.00	250.00	100	0.00	0.00
9	Porta Johns (12 Months)	1,584.00	311.40		110.00	0.00	421.40	27	1,162.60	0.00
	Line #9, 10% mark-up	158.40	31.14		11.00	0.00	42.14	27	116.26	0.00
10	Water Main	27,863.14	27,863.14		0.00	0.00	27,863.14	100	0.00	0.00
	Line #10, 10% mark-up	2,786.31	2,786.31		0.00	0.00	2,786.31	100	0.00	0.00
11	Exterior Underground Plumbing	4,299.19	4,299.19		0.00	0.00	4,299.19	100	0.00	0.00
	Line #11, 10% Mark-up	429.92	429.92		0.00	0.00	429.92	100	0.00	0.00
12	HVAC (GPS)	21,447.00	0.00		0.00	0.00	0.00	0	21,447.00	0.00
	Line #12, 10% mark-up	2,144.70	0.00		0.00	0.00	0.00	0	2,144.70	0.00
13	Electrical Service (RT Elec.)	3,325.00	3,325.00		0.00	0.00	3,325.00	100	0.00	0.00
	Line #13, 10% mark-up	332.50	332.50		0.00	0.00	332.50	100	0.00	0.00
14	Dumpster and Tipping Fees	5,000.00	0.00		2,834.90	0.00	2,834.90	57	2,165.10	0.00
	Line #14, 10% mark-up	500.00	0.00		283.49	0.00	283.49	57	216.51	0.00
		102,293.42	71,801.86		3,239.39	0.00	75,041.25	73	27,252.17	0.00

APPLICATION FOR PAYMENT

To:
City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

PROJECT:
HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

From Contractor:
Getchell Builders & Home Maint. LLC
625 Carney Blvd
Marquette, WI 54143

VIA ARCHITECT:
RiverView Architecture LLC
W2832 Ivy Lane
Porterfield, WI 54159

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 654,773.18
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 654,773.18
4. Total Completed & Stored to Date: \$ 212,483.75
5. Retainage Summary:
 - a. 0.00 % of Completed Work \$ 0.00
 - b. 0.00 % of Stored Material \$ 0.00
 - Total Retainage: \$ 0.00
6. Total Completed Less Retainage: \$ 212,483.75
7. Less Previous Applications: \$ 144,936.47
8. Current Payment Due, This Application: \$ 67,547.28

9. Contract Balance (Including Retainage): \$ 442,289.43

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	0.00

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) Getchell Builders & Home Maint. LLC

Date: FEB 4, 2020

State Authorized: Wisconsin
County of:

Subscribed and sworn to before
me this day of

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

(Architect's Signature) _____ Date: _____

Application No.: _____	Application Date: _____	Period To: _____	Contract Date: _____
6	FEB 4, 2020	FEB 4, 2020	SEP 1, 2019
Project Nos. _____			
Distribution List:	<input type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

RECEIVED TO JOE TAYLOR
2-10-2020 @ 2:02 PM
CAP702
Page: 1 of 4

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 4 Pages

From:

Getchell Builders & Home Maint. LLC
625 Carney Blvd.
Marinette, WI 54143

To:

City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

Project:

HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

Application No: 6

Application Date: 2/04/2020

Period To: 2/04/2020

Contract Date: 9/01/2019

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C - G)	J Retainage (If Variable Rate)
			From Previous Application (D + E)	Completed						
1	Architectural Services	2,488.00	2,488.00	0.00	0.00	0.00	2,488.00	100	0.00	0.00
2	Line #1 10% mark-up	248.80	248.80	0.00	0.00	0.00	248.80	100	0.00	0.00
3	WPS Gas Service Fee	12,996.87	12,996.87	0.00	0.00	0.00	12,996.87	100	0.00	0.00
4	Line #2, 10 % mark-up	1,299.69	1,299.69	0.00	0.00	0.00	1,299.69	100	0.00	0.00
5	WPS Electrical Service Fee	1,315.82	1,315.82	0.00	0.00	0.00	1,315.82	100	0.00	0.00
6	Line #3, 10% mark-up	131.58	131.58	0.00	0.00	0.00	131.58	100	0.00	0.00
7	Demo Labor	10,175.00	10,175.00	0.00	0.00	0.00	10,175.00	100	0.00	0.00
8	Line#4, 10% mark-up	1,017.50	1,017.50	0.00	0.00	0.00	1,017.50	100	0.00	0.00
9	Insurance Umbrella	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10	Soil and Sedi. Control Permit	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11	Builders Risk Insurance cost	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
12	Security Fencing	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100	0.00	0.00
13	Line#8, 10% mark-up	250.00	250.00	0.00	0.00	0.00	250.00	100	0.00	0.00
14	Porta Johns (12 Months)	1,584.00	311.40	110.00	0.00	0.00	421.40	27	1,162.60	0.00
15	Line #9, 10% mark-up	158.40	31.14	11.00	0.00	0.00	42.14	27	116.26	0.00
16	Water Main	27,863.14	27,863.14	0.00	0.00	0.00	27,863.14	100	0.00	0.00
17	Line #10, 10% mark-up	2,786.31	2,786.31	0.00	0.00	0.00	2,786.31	100	0.00	0.00
18	Exterior Underground Plumbing	4,299.19	4,299.19	0.00	0.00	0.00	4,299.19	100	0.00	0.00
19	Line #11, 10% Mark-up	429.92	429.92	0.00	0.00	0.00	429.92	100	0.00	0.00
20	HVAC (GPS)	21,447.00	0.00	0.00	0.00	0.00	0.00	0	21,447.00	0.00
21	Line #12, 10% mark-up	2,144.70	0.00	0.00	0.00	0.00	0.00	0	2,144.70	0.00
22	Electrical Service (RT Elec.)	3,325.00	3,325.00	0.00	0.00	0.00	3,325.00	100	0.00	0.00
23	Line #13, 10% mark-up	332.50	332.50	0.00	0.00	0.00	332.50	100	0.00	0.00
24	Dumpster and Tipping Fees	5,000.00	0.00	2,834.90	0.00	0.00	2,834.90	57	2,165.10	0.00
25	Line #14, 10% mark-up	500.00	0.00	283.49	0.00	0.00	283.49	57	216.51	0.00
		102,293.42	71,801.86	3,239.39		0.00	75,041.25	73	27,252.17	0.00

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 4 Pages

From:

Getchell Builders & Home Maint. LLC
625 Carney Blvd.
Marinette, WI 54143

To:

City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

Project:

HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

Application No: 6

Application Date: 2/04/2020
Period To: 2/04/2020
Contract Date: 9/01/2019
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)						
15	Concrete foundation Work Line #15, 10% mark-up	11,425.87	11,425.87		0.00	0.00	11,425.87	0.00	0.00
16	Roof system (materials/Labor Line #16, 10% mark-up	1,142.59	1,142.59		0.00	0.00	1,142.59	0.00	0.00
17	Electrical (RT Elec.) Line #17, 10% mark-up	90,215.06	42,661.83	43,000.00	0.00	0.00	85,661.83	4,553.23	0.00
18	Tree removal Line#18, 10% mark-up	9,021.51	4,266.18	4,300.00	0.00	0.00	8,566.18	455.33	0.00
19	Steel Framing (screen porch) Line #19 10% mark-up	53,044.00	0.00	0.00	0.00	0.00	0.00	53,044.00	0.00
20	Blast/Powder Coat Steel Framin Line #20.00 10% mark-up	5,304.40	0.00	0.00	0.00	0.00	0.00	5,304.40	0.00
21	Steel Doors and Frames Line #21.00 10% mark-up	2,850.00	2,850.00	0.00	0.00	0.00	2,850.00	0.00	0.00
22	Insulation Line #22.00 10% mark-up	285.00	285.00	0.00	0.00	0.00	285.00	0.00	0.00
23	Windows Line #23.00 10% mark-up	6,468.31	6,468.31	0.00	0.00	0.00	6,468.31	0.00	0.00
24	Plumbing, Fixtures and Labor Line #24.00 10% mark-up	646.83	646.83	0.00	0.00	0.00	646.83	0.00	0.00
25	Stone (LaCourt) Line #25.00 10% mark-up	2,150.00	2,150.00	0.00	0.00	0.00	2,150.00	0.00	0.00
26	Concrete work & Demo Line #26.00 10% mark-up	10,000.00	930.00	0.00	0.00	0.00	930.00	9,070.00	0.00
27	Storm Shutters	1,000.00	93.00	0.00	0.00	0.00	93.00	907.00	0.00
		12,158.00	0.00	0.00	0.00	0.00	0.00	12,158.00	0.00
		1,215.80	0.00	0.00	0.00	0.00	0.00	1,215.80	0.00
		92,960.80	0.00	0.00	0.00	0.00	0.00	92,960.80	0.00
		9,296.08	0.00	0.00	0.00	0.00	0.00	9,296.08	0.00
		42,764.41	0.00	0.00	0.00	0.00	0.00	42,764.41	0.00
		4,276.44	0.00	0.00	0.00	0.00	0.00	4,276.44	0.00
		24,512.00	0.00	0.00	0.00	0.00	0.00	24,512.00	0.00
		2,451.20	0.00	0.00	0.00	0.00	0.00	2,451.20	0.00
		35,438.25	0.00	0.00	0.00	0.00	0.00	35,438.25	0.00
		3,543.83	0.00	0.00	0.00	0.00	0.00	3,543.83	0.00
		40,460.25	0.00	0.00	0.00	0.00	0.00	40,460.25	0.00
		565,139.05	144,936.47	50,539.39	0.00	195,475.86	35	369,663.19	0.00

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 4 of 4 Pages

From:

Getchell Builders & Home Maint. LLC
625 Carney Blvd.
Marinette, WI 54143

To:

City of Menominee Henes Park Beach
2511 10th Street
Menominee, MI 49858

Project:

HENES FOUNDATION
Henes Park
Beach House Pavilion Renovation

Application No: 6

Application Date: 2/04/2020

Period To: 2/04/2020

Contract Date: 9/01/2019

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
28	Line #27.00 10% mark-up Flooring	4,046.03	0.00	0.00	0.00	0.00	0	0.00
		13,900.00	0.00	0.00	0.00	0.00	0	0.00
		1,390.00	0.00	0.00	0.00	0.00	0	0.00
29	Line #28.00 10% mark-up Interior Finish	32,193.80	0.00	0.00	0.00	0.00	0	0.00
		3,219.38	0.00	0.00	0.00	0.00	0	0.00
30	Line #29.00 10% mark-up Exterior Finish siding/soffit	30,685.56	0.00	14,433.72	0.00	14,433.72	47	0.00
		3,068.56	0.00	1,443.37	0.00	1,443.37	47	0.00
		1,028.00	0.00	1,028.00	0.00	1,028.00	100	0.00
31	Additional Architectural Fees Line #31.00 10% mark-up	102.80	0.00	102.80	0.00	102.80	100	0.00
		654,773.18	144,936.47	67,547.28	0.00	212,483.75	32	442,289.43
								0.00

COMMITTEE REPORT:

At a February 11, 2020 meeting, the Finance Committee discussed the condition of the Hattie Street Bridge and they recommend to City Council that Council waive the bid process and accept the proposal from Ayres Associates in the amount of \$27,500 to evaluate the existing conditions of the Hattie Street Bridge, develop a 2D hydraulic model for the Menominee River, and prepare a design report with recommendations of scour mitigation if appropriate.

FINANCE COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Hattie Street Bridge Pier Scour Evaluation and Design for Countermeasures

Requesting Agency:	City Engineer's Office	Meeting Date:	February 18, 2020
Contact:	Tricia Alwin, City Engineer/DPW Director	Public Hearing:	N/A
Phone:	906-863-1751	Advertising Date:	N/A
		Council District:	All Districts

Attachments: Ayres Associates Proposal

PURPOSE:

To evaluate the existing conditions, develop a 2D hydraulic model for the Menominee River, and prepare a design report with recommendations of scour mitigation if appropriate. Portions of the piers continue to be undermined. The purpose of this study is to provide a hydraulic analysis and develop a design for scour countermeasures.

BACKGROUND:

On January 7, 2020 there was a meeting with Ayres Associates and City Manager, Tony Graff to discuss the next action step to address the Hattie Street Bridge pier scour due to undermining. Both the MDOT and WisDOT Bridge Inspection Reports from 2019 stress the importance of scour repair due to undermining and have rated the Hattie Street Bridge as a 4, Poor condition, Poor-major rehabilitation or replacement candidate.

SUMMARY:

There are four (4) piers supporting the Hattie Street Bridge. Pier 1 and Pier 2 are on the south side of the bridge and are Marinette's responsibility to maintain and repair as required. They placed rip rap at the upstream nose of their piers and the previously identified undermining is covered for those piers. However, the City of Menominee is responsible for Pier 3 and Pier 4 and the State of Michigan requires a hydraulic analysis which Ayres Associates is including in the attached proposal.

BUDGET IMPACT: The Bridge Maintenance Account for Contract Services has a budget amount of \$125,000 which is for both bridges Ogden Street and Hattie Street for professional services and maintenance costs for operations for the Ogden Street moveable bridge costs.

STAFF RECOMMENDATION / ACTION REQUESTED:

The recommendation is to accept and allow City Engineer, Tricia Alwin to sign Ayres Associates proposal for \$27,500.

COMMITTEE RECOMMENDATION / ACTION:

At a February 11, 2020 meeting, the Finance Committee recommended to City Council that Council waive the bid process and accept the proposal from Ayres Associates in the amount of \$27,500 to evaluate the existing conditions of the Hattie Street Bridge, develop a 2D hydraulic model for the Menominee River, and prepare a design report with recommendations of scour mitigation if appropriate.



Ingenuity, Integrity,
and Intelligence.

January 31, 2020

Ms. Tricia Alwin
2511 10th Street
Menominee, MI 49858-1995

Re: Hattie Street Bridge
Scour Evaluation

Dear Ms. Alwin:

Thank you for the opportunity to submit this proposal for professional services for evaluating and developing a design for scour countermeasures at the Hattie Street bridge in Menominee MI. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Previous underwater inspections completed at the Hattie Street Bridge have identified potential scour concerns at the bridge piers located in the Menominee River. For this project we propose to evaluate the existing conditions, develop a 2 Dimensional (2D) hydraulic model for the Menominee River, and prepare a design report with recommendations of scour mitigation if appropriate.

Scope of Services

1. Download available hydraulic models for the Menominee River
2. Complete a hydrographic survey of the Menominee River starting at the downstream side of the Lower Marinette Dam (Scott Flowage) and extend to the downstream end of Boom Island. During the survey we will use a dual beam echo sounder, single beam sounder and side scan imaging sounder to assess the existing scour at the four bridge piers. We can also physically probe the piers to evaluate undermining and scour, within limits of what can be reached from the water surface.
3. To quantify the scour potential of the Hattie Street Bridge, we will develop a 2D model of the Menominee River at the Hattie Street Bridge. Using a 2D model versus a 1D model will provide greater accuracy in estimating the scour potential of various flood events. We will model up to four different flood frequency events to determine which event has the greatest scour potential and then develop scour mitigation alternatives for protection the bridge piers.
4. Evaluate up to three different alternatives to protect the Hattie Street Bridge piers from scour. We will prepare a design report that summarizes the hydraulic modeling, scour protection, opinion of probable cost, an evaluation of required permits and recommendations. The design report will include 95% drawings and technical specifications for the recommended alternative.
5. Review the design report city staff before finalizing report.

Responsibilities of Owner and Others

Provide access to site and review of pertinent correspondences.

Additional Services

Additional services such as permit submittal, bidding and construction phase services can be provided by Ayres but are not included in above scope of services. If additional services are needed a separate scope and fee will be provided to the City for approval before executing additional services.

715.834.3161 | 3433 Oakwood Hills Parkway | Eau Claire, WI 54701-7698

www.AyresAssociates.com



Time Schedule

We will complete the hydrographic survey as soon as weather permits. Hydraulic modeling and design report will be completed within 60 days of the hydrographic survey.

Fee

We will perform the above services for a lump sum amount of \$27,500

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until April 15, 2020 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Christopher T. Goodwin PE (WI)
Manager – Water Resources



Andrew Dana
Project Manager

Accepted by Owner:

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions



COMMITTEE REPORT:

At a February 11, 2020 meeting, the Judicial and Legislative/Personnel and Labor Committee discussed the need for legal services, and they recommend to City Council that Council approve the engagement letter with Mouw and Celello, P.C. to provide legal services to the City for the term ending June 30, 2021 as detailed in their letter dated February 12, 2020

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Renewal of Municipal Attorney Services – Mouw & Celello

Requesting Agency:	Administration	Meeting Date:	February 18, 2020
Contact:	Tony Graff, City Manager	Public Hearing:	
Phone:	906-863-1747	Advertising Date:	
Attachments:	Renewal of Municipal Attorney Services		

PURPOSE: The current municipal attorney services agreement with Mouw & Celello was for a 6-month period which was approved at the July 15, 2019 City Council meeting. There is a request for renewal of the agreement with Mouw & Celello for Municipal Attorney Services.

BACKGROUND: The current contracted municipal attorney services began when the City Attorney position was open because of retirement. The City Council approved the contract municipal attorney services with Mouw & Celello as recommended by the City Manager. The hourly rate is \$175.00 per hour. The current expenses ending December 31, 2019 is \$47,000 which is for five months of service which includes travel and incidentals.

The renewal services rate is \$175.00 for municipal services and \$125.00 for prosecution which was the rate voluntarily presented by Attorney Celello when the City took over the local prosecution in November.

The FY19/20 Attorney Budget total is \$154,707 and the breakdown is \$137,607 Salaries (Legal Secretary salary/benefits \$28,300 and Attorney salary/benefits \$109,240) and \$17,100 Operations.

Budget	FY 19/20	Revised FY19/20
Salary/Benefits	\$137,607	\$ 42,300 (Includes Retired Attorney's Payout \$14,000)
Operations	\$ 17,100	\$115,000 (includes contract services Mouw & Celello \$105,000)
Total	\$154,707	\$157,300

BUDGET IMPACT: The projected impact is \$2,600

STAFF RECOMMENDATION / ACTION REQUESTED: The City Manager is recommending to continue with Mouw & Celello's firm for Municipal Attorney Services until June 30, 2021.

COMMITTEE RECOMMENDATION / ACTION: At a February 11, 2020 meeting, the Judicial and Legislative/Personnel and Labor Committee recommended to City Council that Council approve the engagement letter with Mouw and Celello, P.C. to provide legal services to the City for the term ending June 30, 2021 as detailed in their letter dated February 12, 2020.

MOUW & CELELLO

DAVID B. CELELLO
GERALD N. PIRKOLA*
MICHAEL P. CELELLO
GRANT T. CARLSON*
ROBERT A. PIRKOLA*
MICHAEL J. SCHOLKE*

* ALSO LICENSED IN
WISCONSIN

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

100 East "C" Street
P.O. Box 747
Iron Mountain, Michigan 49801
www.ironmountainattorneys.com

(906) 774-2480
1-800-699-6689
Fax: (906) 774-2662

OF COUNSEL

JOHN L. MOUW
PAUL D. POULSON

NORWAY OFFICE
729 Main St., Ste. B-3
Norway, Michigan

February 12, 2020

TONY GRAFF, CITY MANAGER
CITY OF MENOMINEE, MICHIGAN
2511 10TH STREET
MENOMINEE, MI 49858

Re: Agreement for Municipal Attorney Services

Dear Mr. Graff:

This letter is intended to convey my interest in establishing our agreement for municipal attorney services that expired on January 16, 2020. This letter and the enclosed Terms of Engagement of Mouw & Celello, P.C., shall constitute our agreement.

Scope of Representation

Generally. Our client would continue to be the City of Menominee. We would be engaged to serve as the Legal Officer under Section 4.02 of the City Charter and be the chief legal adviser to the City Council, the City Manager, and all city departments, offices and agencies, in addition to serving on the Election Commission under Section 6.01(k) of the City Charter. We would represent the city in all legal proceedings and perform any other duties prescribed by state law, by the City Charter, or by ordinance. The City of Menominee may limit or expand the scope of our representation from time to time, provided that any substantial expansion of the scope of representation must be agreed to by us in writing.

As you are already aware, our firm provides municipal attorney services for the City of Iron Mountain, City of Norway, Mansfield Township, Sagola Township, West Branch Township, and have provided contracted services in the past to the Town of Aurora and Town of Niagara in the state of Wisconsin. Should we be selected to provide municipal attorney services for the City of Menominee, we would not be able to represent interests adverse to those other municipalities

during the term of our representation though we do not reasonably anticipate there being such conflicts.

On-Site Presence. Accompanying this letter is a proposed on-site schedule. As the schedule indicates, we will endeavor to set firm month-by-month schedules no later than the last week of each month for the following month.

Civil Duties. As Legal Officer, our duties would include reviewing and responding to Freedom of Information Act requests; City Charter and ordinance interpretation; economic development questions; Election Commission proceedings; Planning Commission issues; union contract issues and negotiations; Police and Fire mutual and automatic aid agreements; litigation issues; employee grievance issues, Water and Wastewater Utility Board Issues, and other miscellaneous issues that arise during the term of our representation.

Ordinance Enforcement. With respect to city ordinances, I will continue to enforce the provisions of the Code of Ordinances of the City of Menominee, including the Michigan Motor Vehicle Code, zoning ordinances, and the Property Maintenance Code, etc.

Contracted Services; Potential Consulting Attorney(s). It is understood that we may not be able to advise the City of Menominee in certain areas of the law. In these situations, we will assist the City of Menominee in retaining the services of competent legal counsel experienced in the area that we are unable to cover. The City of Menominee reserves the right to engage the services of the attorney(s) recommended by us or to select alternate counsel of the city's choosing.

Term

The term of our engagement will continue until June 30, 2021, following approval of our appointment as Legal Officer by the Menominee City Council. Either of us could terminate the engagement at any time for any reason by 60-days' written notice, subject on our part to applicable rules of professional conduct. If we were to terminate the engagement, we would take such steps as are reasonably practicable to protect the City of Menominee's interests in any matter we were working on at the time of the termination.

Fees and Expenses

Fees. The City of Menominee will pay an hourly fee of \$150 for general legal services and \$125 for municipal prosecution matters. Travel time is billed at \$50.00 per hour.

Expenses. If we are asked to be physically present in Menominee, travel expenses will be assessed at the following rates: mileage at the rate of \$0.58 per mile round-trip; meals and incidentals are capped at \$60 per day or the actual cost, whichever is less; lodging is at actual cost and anticipated to be set at the State of Michigan governmental rate.

Designation of Contact Person

I would be primarily responsible for legal work performed for the City of Menominee by this law firm. I would be the initial contact although I may delegate the work to others within the law firm depending on availability and expertise on a given legal question.

Terms of Engagement of Mouw & Celello, P.C.

The enclosed Terms of Engagement will govern and control our engagement relationship and are incorporated in this letter by reference. We believe these terms to be fair and reasonable, and we encourage you to review them, along with the entire Terms of Engagement, carefully.

I look forward to discussing our potential service to the City of Menominee and welcome the opportunity to meet with the city council as well as department heads and you.

Very truly yours,

A handwritten signature in black ink that reads "MPCelello". The letters are cursive and fluid, with the first letters of each word being capitalized and prominent.

Michael P. Celello, Esq. | Mouw & Celello, P.C.
Attorneys & Counselors at Law
mpc@mouwcelello.com

TERMS OF ENGAGEMENT OF MOUW & CELELLO, P.C.

Except as modified in writing, the provisions set forth below in these Terms of Engagement shall apply to the relationship between Mouw & Celello, P.C., a Michigan professional services corporation ("Mouw & Celello," the "Firm" or "we"), and Client (collectively "you," "your" or "Client"), as identified in the accompanying engagement letter are collectively referred to herein as the "Agreement."

1. Billing and Payment. Fees and expenses will be billed monthly and are payable in full within 30 days from delivery of our statement. We expect prompt payment, and our experience indicates that prompt billing and prompt payment enhance the working relationship. We reserve the right to (a) postpone or defer providing additional services or to terminate our representation if billed amounts are not paid when due, and (b) charge a late fee at the lesser of the maximum amount allowed under applicable law or 15% per annum (1.25% per month) on all sums that are not paid within 30 days of delivery of our statement. You agree that you will promptly review our statements and raise any questions regarding the amounts and items billed within 30 days of delivery. If you object to only a portion of the charges on a statement, then you agree to pay the remainder of the charges, which partial payment will not constitute a waiver of your objection. In certain matters, we recognize the timing of the payment may be subject to court approval or consent.

2. Professional Fees. The Firm will bill you for the services we provide based on the time expended by our personnel, including attorneys, advisors, paralegals, and secretaries. We record time in increments of two-tenths (0.2) of an hour for most services. We record a minimum of one (1) hour for the preparation of any court pleadings, contracts, court appearances, out-of-office meetings, mediation and case evaluation participation, and mediation and case evaluation brief preparation. The hourly billing rates of our personnel vary, depending generally upon the experience and capabilities of the personnel involved, and we adjust these rates from time to time. Unless otherwise agreed in writing, or where a statute or court establishes the amount of the fee, we will charge you for services at the hourly rates in effect at the time of the performance of the services.

3. Costs and Ancillary Services. The Firm will invoice you for the cost of certain ancillary services incurred on your behalf. These costs will be posted to our monthly statements as disbursements when the Firm incurs the cost, and we may defer payment of the cost until after we have received payment from you of our statement. Under certain circumstances, we may ask you to advance anticipated costs or to pay outside vendors directly for their services. For example, outside charges in excess of \$500.00 will be sent directly to you for payment, or, if you prefer, we can establish a separate

expense retainer that will be held in escrow to be applied against expenses. Unless otherwise agreed in writing, the Firm will not advance or pay on your behalf outside expenses in excess of \$500.00. It is your obligation to pay those expenses directly, and, if you fail to do so, the Firm has the right to withdraw from the representation.

The primary ancillary services and our specific policies regarding billing are set forth below. Other services may be rendered during the course of our engagement that will also be billed to Client. Our charges for these costs and ancillary services are subject to change from time to time.

a. Duplicating/Copying/ In-house copying will be billed at \$0.10 per page for black and white copies and \$.025 per page for color copies. Outside duplicating services are charged to you at our cost.

b. Legal Research. Costs for computerized research using Westlaw are billed at a discounted rate of 30% off of the Firm's actual cost of the vendor list price. Costs for computerized research using other platforms are billed at actual costs.

c. Postage. We will charge you the actual cost of postage associated with your representation.

d. Closed File Storage. Upon completion of the representation, we do not charge for the storage of files associated with the representation. We may, in our discretion, choose to store files electronically rather than by hardcopy.

e. Office Supplies. We do not charge for routine quantities of office supplies. You will be charged for substantial and unusual orders of office supplies required for a particular matter. For example, if a litigation (or other) matter requires a larger number of notebooks or binders for organizing documents, the cost of such supplies will be charged to you.

f. Travel and Subsistence. Travel and subsistence costs include transportation, meals, lodging, and other related expenses. We will bill you for all travel and subsistence costs at our cost, including passing along any direct discount offered by airline carriers, incurred in connection with our representation of you. From time to time additional travel benefits from certain carriers based on volume are received by the Firm; all such benefits are retained by the Firm. If you wish to provide us with written policies or instructions regarding travel expenses or airline use, the Firm will discuss those policies or instructions with you.

g. Experts and Consultants. If we engage third party experts, consultants, or other

TERMS OF ENGAGEMENT OF MOUW & CELELLO, P.C.

professionals on your behalf, you may be expected to sign the engagement letter with that professional and to be responsible for payment directly of all fees, costs, and expenses of the professional. We will not assume or accept responsibility for payment any expert, consultant, or other professional engaged on your behalf. The invoices of such professionals will be sent to you for payment.

h. Other Costs and Third-Party Vendors.

Other costs that we incur for your benefit (such as witness or subpoena fees and filing fees) will be billed at our cost. The services provided to you may involve services provided by third parties outside the Firm, such as court reporters, process servers, searching services, title insurance companies, and third-party storage/hosting of electronic data. You are required to pay for these outside services directly, or to reimburse us if we make payment for these services on your behalf. As noted earlier, if the fees for any outside services exceed \$500.00, we will require either that you pay those sums to us before we expend them or that you directly pay the outside Vendor.

i. Retainer Payments. The Firm may have required a retainer or advance payment before working on this matter. Unless otherwise agreed in writing, all retainer amounts will be held by us and applied to your monthly invoices. If your retainer balance is less than \$200.00, we will require you to pay another retainer in the same amount as the original retainer. Your failure to replenish the retainer amount within 20-days will give us the right to terminate our representation of you.

The amount of any retainer or advance payment does not in any way represent an estimate of the total charges that may be incurred. We reserve the right, as a condition to providing further services, to require a retainer payment if none has previously been provided and/or an increase in any retainer or advance payment. When our representation ends, we will refund to you any portion of any advance payment that has not been used by services rendered or payment to third-parties made or incurred.

For litigation matters, preparing for and conducting a trial or a hearing is often time-consuming and expensive. Thus, if the matter is appears headed for trial or an evidentiary hearing, we may require a retainer payment before our commencement of preparation for the trial or hearing. We will determine the amount of the retainer payment once the trial or hearing appears likely and as soon as possible before the date the matter is set for trial or hearing, based in part upon an estimate of the magnitude of service and expenditures included. If you fail to provide us this retainer payment for a trial or hearing within 15-days after our request, we have the

right to terminate our representation of you in accordance with the applicable ethical rules.

j. Escrow Account. If we receive funds belonging to you, including retainer payments, we will place those funds in a pooled trust account, pursuant to local rules.

4. Termination of Representation.

a. Termination by You. You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or that are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to execute and return promptly to us a substitution of attorney or such other document as may be necessary to effect the withdrawal of our appearance on your behalf. Once you give us notice of termination under this subparagraph, we shall have no obligation to provide any further service, including taking any further action on your behalf in any judicial, administrative, or other proceeding.

b. Termination by Us. We have the right to withdraw from this representation if, among other things, you fail to honor the terms of our engagement letter and these Terms of Engagement, you fail to make timely payment of any of our statements, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, and we determine that we are permitted to withdraw from the representation under the applicable ethical rules. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf.

c. Date of Termination. Our representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) our withdrawal from our representation of you, or (c) the substantial completion of our work for you. If no work has been performed by our attorneys on your behalf for a period of 3 consecutive months, unless we remain as counsel of record in a pending proceeding, you agree that our attorney-client relationship will have been terminated.

d. Duties upon Termination. Upon termination of our involvement in a particular matter for which we were engaged, we shall have a duty to inform you of any subsequent events, developments, or changes in law that may be relevant to such matter or that could

TERMS OF ENGAGEMENT OF MOUW & CELELLO, P.C.

affect your rights and liabilities. Unless you and the Firm agree in writing to the contrary, we shall have no obligation to monitor renewal or notice duties or similar deadlines that may arise from the matters for which we had been engaged.

5. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s) or entity(ies) identified in the accompanying letter agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, or any of your or their owners, investors, officers, directors, members, agents, partners, or employees (collective, "Related Entities"). We generally will not be precluded from representing other existing clients or future clients in legal matters relating or adverse to the Related Entities or any of them.

6. No Liability to Third Parties. The Firm's duty of care is to its Client alone and does not extend to third parties unless the Firm shall have accepted such responsibility in writing.

7. Electronic Communications. You acknowledge that in connection with our work on this matter, we may correspond or convey documentation via internet email unless you expressly request otherwise and that neither you nor Mouw & Celello has control over the performance, reliability, availability, or security of Internet email. We caution you that you should not communicate with us through an email system belonging to another person or entity as those communications may not be privileged. For example, communications from an individual who is being represented personally through the email system of the individual's employer may not be protected by the attorney-client privilege because a court may conclude that the individual has no reasonable expectation of confidentiality in using his or her employer's email system, particularly, which is often the case, when the employer has reserved the right to review all email communications through its system. An individual client should use a personal email system or account in communicating with us.

8. No Guarantee of Outcome. We do not and cannot guarantee the outcome in any matter. Any comments about the outcome of your matter are expressions of opinion only.

9. Document Retention and Destruction. In the course of our representation of you, we may come into possession of copies or originals of documents or other materials belonging to you or others (collectively, "Materials"). Once the particular matter to which those Materials relate has been concluded, we will make arrangements either to return the Materials to you, retain them in our storage facility, or dispose of them. In the absence of any other arrangements made with you, we

reserve the right, upon the expiration of 5-years after a matter file has been closed, to dispose of all materials in the file without further notice to you. Accordingly, if there are any materials you wish to have retrieved from you filed at the conclusion of a matter, it will be necessary for you to advise us in writing of that request to ensure that they are not destroyed. You agree that all materials retained by the Firm after the conclusion of the matter shall be the sole property of Mouw & Celello.

10. The Firm's Files. The Firm's files pertaining to the matter will not be delivered to you. You agree that the Firm's files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigate reports and mental impressions, prepared by us for our internal use). You agree that the Firm's files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of the Firm's files at any time after the conclusion of the matter.

11. Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between the parties. This Agreement may be modified only by subsequent written agreement of the parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of Michigan.

On-Site Schedule

- City Council.
 - Regular Meetings. As required by Rule 19(c) of the Rules of Procedure for the Menominee, Michigan, City Council, I will attend, unless excused, all regular meetings of the City Council.
 - I intend to be on-site no later than 2:00 P.M. on the day of each regular meeting of the City Council.
 - I will attend the agenda review meeting before each regular meeting of the City Council if directed by you or the Mayor.
 - Special Meetings. I will attend special meetings of the City Council if requested.
- Day following City Council Regular Meetings. I will be on-site the day following each regular meeting of the City Council from approximately 9:00 A.M. through approximately 2:30 P.M.
- Committee meetings. I will attend committee meetings when directed by you.
- Department head meetings. I will attend department head meetings when directed by you.
- Weekly Office Hours. I will hold weekly office hours from approximately 9:00 A.M. through approximately 2:30 P.M. at least one day per week.
 - These weekly office hours are for weeks between regular meetings of the City Council.
 - The actual day of the week will depend on various factors including, City Manager action items, department head needs, district court scheduling, etc.
 - At times, I may hold more than one day of weekly office hours depending on need and direction from the City Manager and district court.
 - In an effort to help the City control legal costs, I will request permission from the court(s) to attend ordinance violation legal proceedings by phone; however, on days where more than three hearings are scheduled, I will personally attend the hearings and likely hold additional on-site office hours between hearings.
- Other On-Site Availability. Generally, I will be available for on-site office hours upon reasonable notice.
- Communication of Schedule. You and I will provide the Legal Assistant with the anticipated on-site schedule by the 30th day of each month for the following month.

In addition to on-site office hours, I can be reached, with the acquiescence or direction of the City Manager, by email, office phone, or cell phone. Contact information is:

- Email: mpc@mouwcelello.com
- Office phone: 906.774.2480 (Mouw & Celello, P.C.) – Please note that my Firm does not use voicemail. If I'm not at my office or unable to take a call at the time placed, a message can be left with our Firm's receptionist or my assistants, Nichole Dennocenzo or Martee Trepanier.
- Cell phone: 906.396.0944

I have regularly scheduled meetings in my capacity as General Counsel for Dickinson County Healthcare System. These meetings are normally held during the last week of each month. Normal meeting dates/times are:

- Second Tuesday or Thursday of each month – 7 or 7:30 A.M. (one and one-half hours) – Medical Executive Committee Meeting
- Third Wednesday of each month – 8:00 A.M. to 10:00 A.M. – Executive Committee Meeting
- Last Monday of each month – 12:00 P.M. to 1:30 P.M. – House Committee Meeting
- Last Thursday of each month – 7:30 A.M. to 9:30 A.M. – Finance Committee Meeting
- Last Thursday of each month – 5:00 P.M. to 6:00 P.M. – Regular Meeting of the Board of Trustees

I will endeavor to accommodate any request for on-site office hours, conferences, meetings, etc. It is my understanding that the City Manager will let me know by email or phone if I'm requested to be on-site on days other than those scheduled in advance each month.

COMMITTEE REPORT:

At a February 11, 2020 meeting, the Judicial and Legislative/Personnel and Labor Committee discussed staffing needs and they recommend to City Council that Council approve the amended Assistant Code Enforcement Officer job description and proceed with advertising the full-time position (35 hours per week without benefits) beginning April 1, 2020 at an hourly rate up to \$16.00.

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Updated Asst. Code Enforcement Job Description and request to fill the open position beginning April 1, 2020

Requesting Agency:	Building Department	Meeting Date:	February 18, 2020
Contact:	Tony Graff, City Manager	Public Hearing:	N/A
Phone:	906-863-1747	Advertising Date:	N/A
		Council District:	All

Attachments: 1. Asst. Code Enforcement Officer Job Description

PURPOSE: Update the Asst. Code Enforcement Officer Job Description to remove duties related to the administration of housing and grant programs. This person will still perform duties for the Building Department related to enforcement of City Codes and Ordinances and perform rental inspection along with filling the open position beginning April 1, 2020.

BACKGROUND: The additional demand for services is code enforcement and the part time position which was advertised is still open. Upon further discussion with the Building Inspector Derrick Schultz there is a need to perform the code enforcement duties and responsibilities along with home/business occupancy certificate inspection and rental inspection. The revised job description includes code enforcement duties to issue written code violation citations specifically in violation of the property maintenance codes.

There is definitely the demand for and workload upon the Building Inspector to concentrate on zoning, land use planning reviews, site plan reviews and construction inspections along with rental and home occupancy inspections. Furthermore, provide consistency with using enforcement tools for the habitual property maintenance offenders. In addition to address blight within our community working in partnerships with the fire and police departments relating to nuisance complaints with the goal to create a rehabilitation program working with county, state and federal agencies.

As part of the reorganization the legal secretary splits her time with the building department budget \$59,678. The proposed change would be the legal secretary hours will be reduced to part time with benefits (24 - 28 hours a week). Therefore, the building department salary line item will be reduced by \$29,840 and the legal department will be increased by \$5,967 which can be absorbed within the attorney's budget with the reduction in legal costs.

BUDGET IMPACT: The proposed position is full time (35 hours weekly/1,820 hours annually) with benefits (non-union). The hourly rate is \$16.00 per hour (\$29,120) + benefits \$14,150 = \$55,356 (Currently the part time code enforcement budget \$11,000 and the legal secretary salary of \$29,890 is a total of \$40,890.)

The impact to the building department budget is estimated to be \$15,000 for FY 20/21. The impact to the current budget would be is \$2,800 with the new hire begins April 1, 2020 without any change to the legal secretary salary allocation between the building and legal department.

STAFF RECOMMENDATION / ACTION REQUESTED: Staff recommends approving the amended Asst. Code Enforcement job description and posting the job announcement for a full time Asst. Code Enforcement Officer to begin April 1, 2020 with an hourly rate of \$16.00.

COMMITTEE RECOMMENDATION / ACTION: At a February 11, 2020 meeting, the Judicial and Legislative/Personnel and Labor Committee recommended to City Council that Council approve the amended Assistant Code Enforcement job description and advertise a full-time position (35 hours per week) beginning April 1, 2020 with the pay up to an hourly rate of \$16.00.

ASSISTANT CODE ENFORCEMENT OFFICER

GENERAL PURPOSE

To perform code enforcement work involving the environmental and physical condition of buildings and sites. To insure compliance with established standards and ordinances, codes, rules and regulations; to prepare correspondence, records and reports, and perform related work as required.

SUPERVISION RECEIVED

Work is performed under the direction of the Building Inspector/Code Enforcement Officer/Zoning Administrator.

RESPONSIBILITIES AND ESSENTIAL DUTIES AND FUNCTIONS

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

- 1.) Assist Building Inspector/Code Enforcement Officer/Zoning Administrator in enforcement of Menominee Ordinance Code.
- 2.) Conduct inspections of existing residential building and rental housing units as required by the Menominee Ordinance Code.
- 3.) Issue certificates of occupancy for residential buildings at time of sale, and certificates of compliance for rental housing units.
- 4.) In person, and/or by mail, issue warnings of Code violations
- 5.) Issue Code violation citations and attend court proceedings when required.
- 6.) Answer inquiries from the public in person, electronically and/or by phone.
- 7.) Attend court proceedings when required.
- 8.) Perform related work as required.

ESSENTIAL FUNCTIONS, QUALIFICATIONS AND KNOWLEDGE,

SKILLS AND ABILITIES FOR EMPLOYMENT

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

Knowledge of city codes and ordinances pertaining to existing residential buildings.

Knowledge of basic functions of structural, electrical, mechanical and plumbing systems found in residential buildings.

Ability to maintain good relationships and communication with the general public and citizens who utilize municipal services, as well as with peers, supervisors, and other personnel.

Ability to prepare comprehensive and accurate records and reports.

Ability to work effectively with public and other employees.

Ability to crawl, climb and maneuver where physical mobility is required to complete duties.

Insures that safety precautions are taken on all jobs performed.

Graduation from an accredited high school or GED.

Some experience in housing inspections, real estate or insurance appraisal work, building construction or building trades work, or the enforcement of local laws and ordinances is preferred.

A valid driver's license is also required.

Proficient in Microsoft Office Suite Software including; Word, Excel & Outlook.

COMMITTEE REPORT:

At a February 11, 2020 meeting, the Judicial and Legislative/Personnel and Labor Committee discussed staffing needs and they recommend to City Council that Council approve the School Resource Officer job description.

JUDICIAL AND LEGISLATIVE/PERSONNEL AND LABOR COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: School Resource Officer

Requesting Agency: Police

Meeting Date: February 18, 2020

Contact: Police Chief Brett Botbyl

Public Hearing:

Phone: 863-5568

Advertising Date:

Council District: Citywide

Attachments: School Resource Officer Job Description

PURPOSE:

To discuss and approve the new Job Description for the School Resource Officer position.

BACKGROUND:

Many years ago, the Menominee Police Department had a School Liaison Officer that was phased out due to fiscal constraints. Approximately 2005 the Menominee County Sheriffs Department offered a Deputy to the Menominee Area Public Schools (MAPS) on a part time basis. In December 2019 the Sheriffs Department stopped this endeavor and the school system presently does not have a School Resource Officer. In January 2020 due to teacher, student, and parent concerns Captain Hofer and I met with MAPS Superintendent John Mans to discuss the possibility of the Menominee Police Department supplying a School Resource Officer to the school system.

During the conversation Mr. Mans agreed to pay approximately \$50,000 per year to offset the cost of hiring a Police Officer and assist us in reimplementing the School Resource Officer Position. This position if approved would start during the new school year or Fall 2020.

The following tasks and documents would be finalized by June 30, 2020:

- Approve a new School Resource Officer Job Description
- Prepare budget for FY 2020/2021
- Prepare Resolution and/or Memorandum of Understanding between the City PD and MAPS
- Police Department School Resource Officer Policy

BUDGET IMPACT:

The cost of a new Police Officer position with benefits is approximately \$90,000.00 a year. With the MAPS school district offering \$50,000 the City would have a cost share of \$40,000.

STAFF RECOMMENDATION / ACTION REQUESTED:

The Police Chief respectfully requests that the City Manager, Mayor, and City Council review, comment, and approve the acceptance of the Job Description for the School Resource Officer position.

COMMITTEE RECOMMENDATION / ACTION:

At a February 11, 2020 meeting, the Judicial and Legislative Committee recommended to City Council that Council approve the School Resource Officer job description.

SCHOOL ~~LIAISON~~ RESOURCE OFFICER

SUMMARY

Acts to create a basis of understanding between young adults and Police Officers, to bring them together more closely by establishing mutual trust by providing adequate counselling on matters of law. The School Liaison Officer also serves as a vehicle to divert young first offenders away from the criminal justice system. Perform Patrol Officer duties. Perform related duties as required.

SUPERVISION RECEIVED

Works under the general supervision of their ~~Investigative Lieutenant~~ Sergeant or Captain as immediate supervisor, and the Chief of Police, as the highest-ranking member of the department.

SUPERVISION EXERCISED

None.

RESPONSIBILITIES AND ESSENTIAL DUTIES AND FUNCTIONS

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

1. ~~Investigates reports of theft, vandalism and assaults occurring within the confines of the school property.~~ The SRO will be a visible, active law enforcement figure on each school campus dealing with law enforcement matters and school code violations originating on the assigned campus. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to the school code violations, the SRO will take the student to the principal's office for discipline to be meted out by the school officials.
2. The SRO shall be responsible to report all crimes originating on any school campus. Information on cases that are worked off-campus by the police department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigations.
3. The SRO will share information with the administration of the schools about person(s) and conditions that pertain to campus safety concerns.
4. The SRO and principal of each school will develop and maintain plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
5. The SRO shall document all activities on and off campus and shall compile a monthly report to be provided to the Police Department and to the principal of each school.

6. The SRO shall act as the designee of the campus administrator in the maintaining of the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
7. The SRO will keep regular office hours so that ~~troubled~~ students can seek him/her out for informal discussion periods.
8. The SRO may also switch duty hours to conform with after school activities, dances, football/basketball games, field trips and any other school activity that may arise from being an SRO.
9. ~~The SRO will maintain a contact file and follow up on with students whom may have ongoing personal problems.~~
10. ~~Works with students who involve themselves in status offenses such as truancy, run-away, disregard of parental authority.~~ The SRO will be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control and social media law.
11. The SRO will prepare and presents classroom discussion on police and law related matters.
12. The SRO will be a resource for students which will enable them to be associated with a law enforcement figure and role model in the student's environment.
13. The SRO will coordinate all of his/her activities with the principals and staff members concerned with permission, guidance, and advice prior to enacting any programs with the school.
14. The SRO will wear a department approved uniform, formal business attire or business casual with appropriate logo's and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
15. The SRO will wear department issued and authorized duty weapons in accordance with department policy.
16. The SRO shall sign complaints and appear in court on matters that require judicial solutions.
17. The SRO shall perform the duties of a Patrol Officer.
18. The SRO shall perform related duties as required.

ESSENTIAL FUNCTIONS, QUALIFICATIONS AND KNOWLEDGES,
SKILLS AND ABILITIES FOR EMPLOYMENT

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

Knowledge of Police Science.

Knowledge of the criminal justice system with emphasis on the juvenile system.

Ability to work effectively with peers, fellow employees, juveniles, the general public and other officials.

Ability to physically perform all the duties of a Patrol Officer. Insures that safety precautions are taken on all jobs.

Graduation from high school or equivalent and Michigan Commission on Law Enforcement Standards certification.

March, 1994

Last Amended: August 1, 1997

POLICE OFFICER

SUMMARY

Perform responsible law enforcement and patrol work. Maintain order in the City, respond to citizen complaints, regulate traffic, protect life and property, prevent crime and quell civil disorder. Procure and preserve evidence. Perform related work as required.

SUPERVISION RECEIVED

Work is performed under the direct supervision of the Deputy Police Chief or Patrol Lieutenant.

RESPONSIBILITIES AND ESSENTIAL DUTIES AND FUNCTIONS

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

1. Affect an arrest, forcibly if necessary, using handcuffs and other restraints.
2. Climb over obstacles; climb through openings; jump down from elevated surfaces; jump over obstacles, ditches and streams; and crawl in confined areas to pursue, search, investigate and/or rescue.
3. Communicate effectively over law enforcement radio channels while initiating and responding to radio communications, often under adverse conditions such as siren usage and high speed vehicle operations.
4. Communicate verbally and effectively by listening to people and by giving information, directions and commands.
5. Conduct searches of buildings and large outdoor areas which may involve walking and/or standing for long periods of time.
6. Exercise independent judgment within legal guidelines, to determine when there is a reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and to what degree.
7. Gather information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects and confidential informants. Also, appear and testify in court when necessary.
8. Load, unload, aim and fire handguns, shotguns and other agency firearms from a variety of body position in situations that justify the use of deadly force while maintaining emotional control under extreme stress.
9. Manage interpersonal conflicts to maintain order.

POLICE OFFICER (Cont'd.)

10. Operate an emergency vehicle during both the day and night; in emergency and pursuit situations involving speeds in excess of posted limits while exercising due care and caution.
11. Perform law enforcement patrol functions while working rotating shifts and unanticipated overtime.
12. Perform tasks which require lifting, carrying or dragging people or heavy objects while performing arrest, rescue or general patrol functions.
13. Perform searches of persons which involve touching and feeling to detect potential weapons and contraband.
14. Prepare investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations.
15. Pursue fleeing suspects on foot both day and night, as needed.
16. Read and comprehend rules, regulations, policies, procedures and the law for purposes of ensuring appropriate officer behavior/response and performing enforcement activities involving the public.
17. Subdue resisting subjects using hands and feet while employing defensive tactics, maneuvers or approved nonlethal weapons.
18. Use body force to gain entrance through barriers to search, seize, investigate and/or rescue.
19. Direct traffic and perform escort work.
20. Assist disabled motorists and others.
21. Administer first aid when necessary.
22. Perform related work as required.

ESSENTIAL FUNCTIONS, QUALIFICATIONS AND KNOWLEDGES, **SKILLS AND ABILITIES FOR EMPLOYMENT**

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

Knowledge of traffic rules and regulations to issue violations for speeding and parking.
Knowledge of the geography, streets and principal locations in the City to effectively patrol and quickly respond to calls for assistance.

POLICE OFFICER (Cont'd.)

Skill in interpersonal relations, with the ability to deal effectively with complainants, witnesses, suspects, prisoners, co-workers and the public.

Mental alertness and good powers of observation to notice suspicious persons and violation of laws, codes and regulations.

Ability to react calmly and quickly in emergency situations.

Physical strength, endurance and agility to perform the job to complete duties 1, 2, 5, 8, 9, 12, 15, 17 and 18.

Ability to communicate effectively to complete duties 3, 4, 7, 9, 20 and 21.

Ability to see well to complete duties 1 through 21.

Ability to hear well to complete duties 1, 3, 4, 7, 9 and 20.

Insures that safety precautions are taken on all jobs.

Two years experience in a public contact position is preferred, but not required.

Graduation from high school or equivalent and certification by the Michigan Commission on Law Enforcement Standards are required.

Other State of Michigan certifications necessary to perform in this position are: radar operator, firearms qualifications, and Class II Breathalyzer Operator.

A valid Michigan driver's license is also required.

Menominee, Michigan
June, 1993

Last Amended: January 21, 2002

COMMITTEE REPORT:

At a February 11, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed drainage at John Henes Park and they recommend to City Council that Council approve Change Order #1 to Contract 01-PK-19 – Henes Park Pond Maintenance Dredge - with Barley Trucking and Excavating, Inc. increasing the contract amount by \$22,220.80, and they further recommend to City Council that Council accept the Henes Foundation Gift Agreement in the amount of \$22,220.80 to fund the project, and to authorize the City Manager and City Clerk/Treasurer to execute the change order.

PARKS AND RECREATION/BUILDINGS AND GROUNDS COMMITTEE

MOTION BY: _____ SECOND BY: _____

ADOPT

	FIFAREK	JONES	KLITZKE	NELSON	NUTTER	PLEMEL	POHLMANN	ROBINSON	STEGEMAN
AYES									
NAYS									



City of Menominee
City Council
Agenda Item

TITLE: Henes Park Pond Maintenance Dredge Project Pond #3

Requesting Agency:	Administration	Meeting Date:	February 18, 2020
Contact:	Tony Graff, City Manager	Public Hearing:	
Phone:	906-863-1747	Advertising Date:	
Attachments:	Henes Foundation Gift Agreement Barley Excavating Proposal	Council Ward:	Ward 4

PURPOSE: To perform dredging maintenance to the west pond #3 area to improve the drainage for the Henes Park property.

BACKGROUND: Henes Foundation made a request to Engineer Tricia Alwin to Request a Proposal for Pond #3 maintenance dredging as an addition to the original proposal approved for Barley Excavating as part of the original Dredging of the East Pond project. The City received the MDEQ permit on 01/03/2019 with one condition to identify the disposal of the dredging material off site once the contract is awarded. The current permit allows for this maintenance project to be within the permit requirements.

Barley Trucking and Excavating, Inc. \$22,220.80

BUDGET IMPACT: No impact is projected. This project will be paid for by the Henes Foundation commitment to pay for the project through a Henes Foundation Gift Agreement in the total of \$22,220.80.

STAFF RECOMMENDATION / ACTION REQUESTED: City Manager is recommending to the Parks and Recreation/Buildings and Grounds Committee that they recommend waiving the bid process and accepting the Barley Excavating Dredging Proposal for Pond #3 in the amount of \$22,220.80 and further recommend accepting the Henes Foundation Gift Agreement in the amount of \$22,220.80 to fund the project.

COMMITTEE RECOMMENDATION / ACTION: At a February 11, 2020 meeting, the Parks and Recreation/Buildings and Grounds Committee discussed drainage at John Henes Park and they recommend to City Council that Council approve Change Order #1 to Contract 01-PK-19 – Henes Park Pond Maintenance Dredge - with Barley Trucking and Excavating, Inc. increasing the contract amount by \$22,220.80, and they further recommend to City Council that Council accept the Henes Foundation Gift Agreement in the amount of \$22,220.80 to fund the project, and to authorize the City Manager and City Clerk/Treasurer to execute the change order.



1824 10th Avenue • Menominee, MI 49858 • (906) 863-9373

To: City of Menominee	Contact: Tony Graff
Address: 2511 10 Street Menominee, MI 49858	Phone: (906) 863-2656 Fax: (906) 863-3266
Project Name: Henes Park Pond Dredge Project - Change Order #1 (Pond 3)	Bid Number:
Project Location: Henes Park, Menominee MI	Bid Date: 1/13/2020

Item Description

Clearing, Modified (50'x20', No Grubbing)
Dewatering, Sump
Crane Mats (Pond Access)
2' Excavate/Disposal
Lawn Restoration

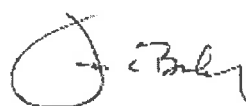
Total Bid Price: \$22,220.80

Notes:

- Main water body of pond to be dredged. Scope does not include small swale to existing culvert at south end due to access.
- Crane mats will be utilized to gain access at NW corner of pond, south of new walking bridge.
- No dredging is included beneath walking bridge.
- Dewatering discharge to existing ditch south of Pond 3.
- Clearing is limited to creating clear access for crane mats, approx. 50' x 20'.
- Disposal to an upland site.

Payment Terms:

Net 30 Days from Invoice

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Barley  Authorized Signature: Estimator: Joe Barley (906) 863-9373 jbarley@barleyex.com
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JOHN HENES PARK POND DREDGING DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made this 18 day of February, 2020, by and between the JOHN AND JULIE HENES FOUNDATION, INC. (“Donor”) and the CITY OF MENOMINEE, MICHIGAN, a Michigan Municipal Corporation (the “City”).

Recitals

WHEREAS, the City owns and operates the property located within the City of Menominee known as John Henes Park;

WHEREAS, Donor desires to donate to the City a sum of Twenty-Two thousand Twenty-Two Hundred Dollars and Eighty Cents (\$22,220.80), as set forth more fully below (the “Donation”), and the City desires to accept such donation from Donor; and

WHEREAS, the parties desire to set forth the terms and conditions of the Donation in this Agreement.

NOW, THEREFORE, for and in good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **The Donation.** Donor agrees to donate to the City, and the City agrees to accept from Donor, a sum of Twenty-Two thousand Twenty-Two Hundred Dollars and Eighty Thousand Five Hundred Ten Dollars and Fifteen Cents (\$22,220.80) to be used to pay Barley Trucking & Excavating Inc. for Pond #3 dredging at John Henes Park. The donation shall be made before February 20, 2019. The City shall use these monies only for the Pond #3 dredging by Barley Trucking & Excavating, Inc.

2. **Value of Donation.** The parties agree that a reasonable estimate of the total value of the Donation is Twenty-Two thousand Twenty-Two Hundred Dollars and Eighty Cents (\$22,220.80). The City agrees to provide Donor reasonable written verification of the City’s receipt of the Donation and the value thereof.

3. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument.

4. **Binding Effect.** This Agreement is binding on the City, Donor, and their respective successors, assigns and legal representatives.

5. **Assignment.** This Agreement may not be assigned without the express written consent of the parties, which consent shall not be unreasonably withheld.

6. **Entire Agreement; Amendment.** This Agreement sets forth the final and entire Agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

No amendment or modification of this Agreement will be effective unless in writing and signed by the City and Donor.

7. **Notices.** All notices required or allowed to be given pursuant to this Agreement shall be in writing, and either (i) delivered in person to the party; or (ii) delivered by U.S. Mail, postage prepaid. Notices will be deemed received the earlier of: (a) when actually delivered, if personally delivered; or (b) three days after placement in the U.S. Mail, properly addressed to the recipient.

If to Donor:

John and Julie Henes Foundation, Inc.

Attn: Johanna Lewis

1516 1st Street

Menominee, Michigan 49858

If to City:

City of Menominee, Michigan

Attn: City Clerk/Treasurer

2511 Tenth Street

Menominee, Michigan 49858

Either party may, by like written notice, designate a new address and/or addresses to which such notices shall be directed.

WHEREFORE, the parties have executed this Agreement as of the date stated above.

DONOR:

John and Julie Henes Foundation, Inc.

THE CITY:

City of Menominee

By:

Johanna Lewis, President

Anton Graff, City Manager

Attest:

Kathleen A. Brofka, City Clerk/Treasurer

Approved as to Form:

Michael Celello, City Attorney

RESOLUTION #2020-003

WHEREAS, pursuant to 1974 P.A. 198, MCLA 207.655, M.S.A. 7.800(5) as amended, the City Council has established Menominee Industrial Development District No. 2;

WHEREAS, KK Integrated Logistics, Inc. is leasing property located within said district, has applied for an Industrial Facilities Tax Exemption Certificate under provisions of 1974 P.A. 198, Sec. 5(1);

WHEREAS, 1974 P.A. 198, Sec. 5(2) provides that before acting upon an application for an Industrial Facilities Tax Exemption Certificate, the City Council shall afford the applicant, the City Assessor, and a representative of the affected units an opportunity for a hearing;

- 1) That an application of said company for an Industrial Facilities Exemption Certificate shall remain on file in the Office of the City Clerk.
- 2) That the City Council shall meet in the Council Chambers on March 16, 2020 at 6 p.m., and shall provide to the City Assessor and a representative of each of the taxing units an opportunity to be heard on the question of said company's application for an Industrial Facilities Tax Exemption Certificate with regard to proposed construction within said district.
- 3) That the City Clerk immediately inform, by letter, the City Assessor, and the legislative body of each taxing unit which levies ad valorem taxes in the City of Menominee on the property located within said Industrial Development District as follows:
 - a) That the City of Menominee has established the City of Menominee Industrial Development District No. 2 and has now received and will consider an application for an Industrial Facilities Tax Exemption Certificate for facilities to be constructed within said district.
 - b) That the City Council shall meet on March 16, 2020 in the Council Chambers at 6 p.m. to afford the City Assessor and a representative of each said taxing units an opportunity to be heard with regard to the said application.
 - c) That as to said district, the Facilities Exemption Certificate would be 50% of the expenditure in the amount of \$1,310,000.

RESOLUTION #2020-004

WHEREAS, pursuant to 1974 P.A. 198, MCLA 207.655, M.S.A. 7.800(5) as amended, the City Council has established Menominee Industrial Development District No. 2;

WHEREAS, KK Integrated Logistics, Inc. is leasing property located within said district, has applied for an Industrial Facilities Tax Exemption Certificate under provisions of 1974 P.A. 198, Sec. 5(1);

WHEREAS, 1974 P.A. 198, Sec. 5(2) provides that before acting upon an application for an Industrial Facilities Tax Exemption Certificate, the City Council shall afford the applicant, the City Assessor, and a representative of the affected units an opportunity for a hearing;

- 1) That an application of said company for an Industrial Facilities Exemption Certificate shall remain on file in the Office of the City Clerk.
- 2) That the City Council shall meet in the Council Chambers on March 16, 2020 at 6 p.m., and shall provide to the City Assessor and a representative of each of the taxing units an opportunity to be heard on the question of said company's application for an Industrial Facilities Tax Exemption Certificate with regard to proposed construction within said district.
- 3) That the City Clerk immediately inform, by letter, the City Assessor, and the legislative body of each taxing unit which levies ad valorem taxes in the City of Menominee on the property located within said Industrial Development District as follows:
 - a) That the City of Menominee has established the City of Menominee Industrial Development District No. 2 and has now received and will consider an application for an Industrial Facilities Tax Exemption Certificate for facilities to be constructed within said district.
 - b) That the City Council shall meet on March 16, 2020 in the Council Chambers at 6 p.m. to afford the City Assessor and a representative of each said taxing units an opportunity to be heard with regard to the said application.
 - c) That as to said district, the Facilities Exemption Certificate would be 50% of the expenditure in the amount of \$1,240,000.