

CITY OF MARINE CITY

City Commission Meeting Agenda

Guy Community Center, 260 South Parker Street
Regular Meeting: Thursday, June 1, 2023; 7:00 PM

1. CALL TO ORDER

2. MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

3. **ROLL CALL:** Mayor Jennifer Vandebossche; Commissioners Jacob Bryson, Elizabeth Hendrick, Michael Hilferink, William Klaassen, Rita Roehrig, Brian Ross; City Manager Scott Adkins.

4. APPROVE AGENDA

5. **PUBLIC COMMENT** *Anyone is welcome to address the City Commission. Please state name, you are welcome to direct questions, input information and/or express opinions to the Commission. Anyone using inappropriate language will be called out of order, asked to correct their language or leave the podium. Please limit comments to FIVE (5) minutes. The Commission will not respond, but issues will be followed up on as necessary. Anyone not adhering to these rules will be called out of order by the chair*

6. APPROVE MINUTES

- a. City Commission Meeting Minutes – May 18, 2023
- b. City Commission Special Meeting Minutes – May 18, 2023

7. CONSENT AGENDA

- a. 300 Broadway Committee Meeting Minutes – April 24, 2023
- b. Planning Commission Meeting Minutes – April 10, 2023
- c. Special Event Permit – Empowered Nutrition Father's Day 5k
- d. Special Event Permit – Battle of the Bands III

8. FINANCIAL BUSINESS

- a. Expenditures (including payroll) – Forthcoming
- b. Preliminary Financial Statements - Forthcoming
- c. Engagement of Audit Services

9. UNFINISHED BUSINESS

- a. Marijuana Zoning Maps

10. NEW BUSINESS

ACTION ITEMS

- a. Michigan Municipal League Workers' Compensation Fund Renewal
- b. Part-Time At Will Employment & Service Agreement – Mike Itrich
- c. Request Approval of Contract for City Treasurer/Finance Director – Katy Posey

DISCUSSION ITEMS

- a. 300 Broadway Bandstand usage/reservation recommendation

11. ITEMS REMOVED FROM CONSENT AGENDA

12. ADMINISTRATIVE REPORTS

- a. City Attorney's Report
- b. City Manager's Report
- c. Reports from Department Heads

13. COMMISSIONER PRIVILEGE/LIAISON REPORTS

14. CLOSED SESSION

- a. Discuss Strategy Connected with the Negotiation of a Collective Bargaining Agreement with Employees Represented by the Police Officers Association of Michigan (POAM) MCL 15.2689(c)
- b. Closed Session pursuant to MCL 15.268(h) to discuss Attorney's Written Legal Opinion, material exempt pursuant to state statute.

15. ADJOURNMENT

**City of Marine City
City Commission Minutes
May 18, 2023**

A regular meeting of the Marine City Commission was held on Thursday, May 18, 2023 at 260 South Parker Street, Marine City, and was called to order by Mayor Vandebossche at 7:00 P.M.

Present: Mayor Jennifer Vandebossche; Commissioners Jacob Bryson, Elizabeth Hendrick, Michael Hilferink, William Klaassen, Rita G. Roehrig, Brian Ross; City Manager Scott Adkins; Interim City Clerk Jason Bell.

Also Present: City Attorney Robert Davis

AUDIO/VIDEO AVAILABLE

For complete audio/video of meeting, visit the following link:

https://www.youtube.com/watch?v=2Q_XzCRYLdg

APPROVE AGENDA

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to approve the agenda with the addition of 6a under communications for a letter. Ayes: Vandebossche, Hendrick, Hilferink, Klaassen, Roehrig, Ross. Nays: Bryson. Motion Carried.

COMMUNICATION

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to receive and file communication regarding new DPW Superintendent. All Ayes. Motion Carried.

PUBLIC COMMENT

Dominic Breloski inquired on delinquent water bills being rolled into taxes and why the water was being shut off if it was being rolled onto the taxes.

Rudy Menchaca spoke against marijuana facilities and the Social District. He also spoke against the boat that was built in the sidewalk area in front of Gord's.

APPROVE MINUTES

Commissioner Ross requested a change to the minutes regarding the Social District discussion for the map to include the Lighthouse Park and the Memorials and clarified his comment on the water rates being used for infrastructure repair and maintenance.

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to approve the City Commission Meeting Minutes of May 4, 2023, with the revision that was provided. All Ayes. Motion Carried.

CONSENT AGENDA

Presented:

- a. MCAFA Run Report
- b. Departmental Activity Monthly Reports
- c. Business License – Tom Kephart Communications LLC
- d. Business License – The Painted Toad
- e. Business License – V.J. Car Wash & Lube, LLC
- f. Special Event Permit – Memorial Day Parade
- g. Special Event Permit – Marine City High School “Box City”
- h. Special Event Permit – Marine City Festival Inc, Music in the Park

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to approve the Consent Agenda a-h. **Roll Call Vote.** Ayes: Hendrick, Hilferink, Klaassen, Roehrig, Ross, Vandenbossche, Bryson. Nays: None. Motion Carried.

FINANCIAL BUSINESS

Expenditures

Motion by Commissioner Bryson, seconded by Commissioner Ross, to approve total expenditures including payroll, in the amount of \$98,228.75. **Roll Call Vote.** Ayes: Hilferink, Klaassen, Roehrig, Ross, Vandenbossche, Bryson, Hendrick. Nays: None. Motion Carried.

Preliminary Financial Statements

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to receive and file the Preliminary Financial Statements. All Ayes. Motion Carried.

Public Hearing – 2023-2024 Fiscal Year Budget

Mayor Vandenbossche declared the public hearing open at 7:24pm, calling three times for comments and hearing none the public hearing was closed at 7:25pm.

Resolution 011-2023 – 2023/2024 Budget/Appropriations Act

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to approve Resolution 011-2023 – 2023-2024 Budget Appropriations Act. **Roll Call Vote.** Ayes: Hilferink, Klaassen, Roehrig, Ross, Vandenbossche, Bryson, Hendrick. Nays: None. Motion Carried.

Resolution 012-2023 – Special Assessment for Delinquent Accounts

Motion by Commissioner Bryson, seconded by Commissioner Ross, to approve Resolution 012-2023 – Special Assessment for Delinquent Accounts. **Roll Call Vote.** Ayes: Klaassen, Roehrig, Ross, Vandenbossche, Bryson, Hendrick, Hilferink. Nays: None. Motion Carried.

Public Hearing – Water/Sewer Rate Change 2023-2024 Fiscal Year

Mayor Vandenbossche declared the public hearing open at 7:27pm, calling three times for comments and hearing none the public hearing was closed at 7:28pm.

UNFINISHED BUSINESS

Ordinance 2023-002 – Water and Sewer Rate Increase (2nd Reading/Adoption)

Commissioner Ross stated the rate increase could be used for processing and infrastructure and the ready to serve fees can only be used for infrastructure.

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to adopt Ordinance 2023-002 Water and Sewer Rate Increase at 2.5% and a \$1 increase on each meter for Ready to Serve Water and Sewer. **Roll Call Vote.** Ayes: Roehrig, Ross, Vandenbossche, Bryson, Hilferink, Klaassen. Nays: Hendrick. Motion Carried.

Social District Discussion

City Attorney Davis presented updated maps, resolution and marketing/operation plan and stated the only action needed was to approve these items to forward to the State.

Commissioner Roehrig inquired on the figures for signs and locations. City Attorney Davis stated the map needed to be approved before the City could move forward with signs. He also stated the State said local municipalities chose where signs would be placed and how many and stated the signs were near \$100 each. City Manager Adkins stated smaller signs delineating the district and common areas were cheaper at around \$25 to \$30 each.

Commissioner Hendrick inquired if a special event occurs where alcohol is being served what happens to the Social District. City Attorney Davis stated the special event license supersedes the Social District and those rules apply not the rules of the Social District. Commissioner Hendrick requested that information be added to the website piece.

Commissioner Hendrick stated the Social District would be hard to enforce and once it was started it would be hard to change back. She also inquired if people could purchase alcohol for other people from participating establishments. City Attorney Davis stated they could not and there were strict rules in place in the operation plan and law regarding this. Mayor Vandenbossche stated Police Chief Heaslip previously said the Social District would be easier for his department to enforce.

Commissioner Hilferink stated if State regulation does not state Social Districts are smoke free and the operation plan clearly states all State regulations apply he was fine with the Social District idea and wanted it to be a start to a bigger plan.

Commissioner Ross inquired if a review timeline of the Social District was included in the resolution. City Attorney Davis stated that review plan was included to be after the first 90 days and annually thereafter. Commissioner Ross also inquired as to which logo was being used for the Social District. The consensus of the Commission was to use the square logo with the Lighthouse “Downtown Social District” which was included in the website information piece.

Commissioner Roehrig inquired if the current open intoxic ordinance and alcohol in parks ordinance needed to be changed. City Attorney Davis stated if the resolution is approved, it will be sent to the State and the sponsors will need to be approved before the Social District becomes operational, at which time the two other ordinances can be changed.

Resolution 008-2023 – Social District

Mayor Vandebossche wanted to clarify that once the resolution was approved it gets sent to the State for sponsors to apply for their license and once they are approved the Social District becomes operational.

Motion by Commissioner Hilferink, seconded by Commissioner Ross, to approve Resolution 008-2023 – to Designate a Social District Containing Defined Commons Area and Adopt a Management and Maintenance Plan in Order to Allow Certain On-Premises Liquor Licensees Expanded Use of Shared Areas for Consumption of Alcohol Pursuant to Act 124 of 2020. **Roll Call Vote.** Ayes: Ross, Vandebossche, Bryson, Hilferink. Nays: Hendrick, Klaassen, Roehrig. Motion Carried.

Resolution 013-2023 –Equitable Distribution of Remaining County ARPA Funds

Commissioner Bryson stated he liked the wording in the resolution as it was neutral and positive.

Motion by Commissioner Bryson, seconded by Commissioner Hendrick, to approve Resolution 013-2023 – Requesting the St. Clair County Board of Commissioners to Consider Equitable Distribution of Remaining American Rescue Plan Act (ARPA) Funds to Local Units of Government and to allow the City to forward the Resolution to the County Commissioners. **Roll Call Vote.** Ayes: Vandebossche, Bryson, Hendrick, Hilferink, Roehrig. Nays: Klaassen, Ross. Motion Carried.

Public Hearing regarding Drinking Water State Revolving Fund Project Plan

Mayor Vandebossche declared the public hearing open at 7:51pm.

Chris Hennesy from Fleis & Vandenbrink presented project plan summary and stated alternative 4 was selected which was Water System Improvements. This included:

Watermain replacement and looping

Water Storage Tower Upgrades

Water Service Line Replacements

Water Treatment Plant upgrades

SCADA Controls

He stated the estimated project cost would total \$26,000,000 and the City qualifies as overburdened so the financing on a 30 year loan at 2.75% would have an annual payment of \$1,284,000 and residents would pay \$63 more per month.

Joe Moran stated he thought the State was supplying money for this project via a grant and inquired as to why there is a need for a loan. Chris Hennesy stated that is what the costs would be if the grant funds were not received and that this was a rare opportunity and it will probably not come around again due to the program receiving Federal funds. Commissioner Hendrick stated the project could award grant funds up to 75 % with a 25 % match from the City.

Commissioner Ross inquired if the bulk of the infrastructure repairs were under roads, if the roads would be completely repaired as well under this project. Chris Hennesy stated the roads would be completely repaired as part of the project.

Mary Ellen McDonald stated that \$63 more per month would double her water bill and that was a lot of money for residents to pay. City Manager Adkins stated if the funds were not available the City would not move forward with the project and would find an alternative method or they could scale back the project.

Commissioner Hilferink inquired about the loan option and if the grant funds only awarded a certain amount would the City have to get a loan to complete the rest of the project. City Manager Adkins stated the City would need to get a loan for the remainder of the project cost less the grant funds awarded.

Mayor Vandenbossche calling three times for additional comments and hearing none, declared the public hearing closed at 8:16pm.

Resolution 014-2023 - Project Planning for Water System Improvements and Funding from Michigan Drinking Water State Revolving Funds

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to approve Resolution 014-2023 to Adopt The Project Planning Document For Water System Improvements And Seek Funding From The Michigan Drinking Water State Revolving Fund. **Roll Call Vote.** Ayes: Hendrick, Hilferink, Klaassen, Roehrig, Ross, Vandenbossche, Bryson. Nays: None. Motion Carried.

NEW BUSINESS

DPW Superintendent Contract – Jeff Schmidt

City Manager Adkins spoke on Mike Itrich's retirement and congratulated him and stated Mike lead the selection process and interviews and recommended Jeff Schmidt for the position. City Manager Adkins stated he worked on the agreement with City Attorney Davis.

Commissioner Hendrick welcomed Jeff Schmidt to the City and stated it was nice to see Mike's experience being replaced with someone who also had experience in the job. Commissioner Hilferink inquired if Mike Itrich would be assisting with the transition. City Manager Adkins stated Mike Itrich would be assisting with the transition as there are some licensing requirements per the State with transitions and an agreement for Mike's role would be presented to the Commission at the June 1, 2023 meeting.

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to approve the employment agreement between the City of Marine City and Jeffrey Schmidt as presented with a starting date of May 19, 2023. **Roll Call Vote.** Ayes: Hilferink, Klaassen, Roehrig, Ross, Vandebossche, Bryson, Hendrick. Nays: None. Motion Carried.

135 N 6th Street -Demolition per Dangerous Board of Appeals

City Attorney Davis stated the issue was that the demolition of the residence was not complete per the City ordinance as there was not a final hole inspection and grass was not planted. He stated he spoke with the homeowner and there was a delay due to contractors and weather and he planned on finishing as soon as possible.

Commissioner Hendrick stated the demolition has been completed as the house was torn down and there was no hole.

Homeowner, Dominic Breloski stated he was working as fast as he could to complete per the ordinance and was requesting a couple weeks to finish.

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to give the homeowner 21 days to complete the final components of the demolition. **Roll Call Vote.** Ayes: Klaassen, Roehrig, Ross, Vandebossche, Bryson, Hendrick, Hilferink. Nays: None. Motion Carried.

FOIA Policy, Procedure, Guidelines

City Attorney Davis spoke on the FOIA policy, procedure and guidelines and said it was a State requirement to have them and that they should be approved and published. Commissioner Hendrick stated the City had a policy currently but that it was lacking compared to the one presented.

Commissioner Roehrig requested an email address be added to the forms so they request can be submitted via email. City Attorney Davis stated it could be added but needed to check on the rules of when the email is considered received.

Commissioner Hilferink inquired if there was specific rules to a legislative body request for records. City Attorney Davis stated he would need to check, but the legislative body should be privy to any records to help them perform their duties.

Motion by Commissioner Hendrick, seconded by Commissioner Ross, to approved the FOIA policy, procedures and guidelines and presented by City Attorney Davis. **Roll Call Vote.** Ayes: Roehrig, Ross, Vandenbossche, Bryson, Hendrick, Hilferink, Klaassen. Nays: None. Motion Carried.

Board Vacancies

City Manager Adkins stated only one application was received for the 6 vacancies and was requesting the Commission to extend the application deadline until the end of June.

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to extend the deadline for board vacancy applications until the end of June. All Ayes. Motion Carried.

ADMINISTRATIVE REPORTS

City Manager Report

City Manager Adkins urged everyone to look at the calendar of events on the City website and stated the Bandstand dedication ceremony was Friday, May 19, 2023 at 2pm. He also reminded everyone of the Memorial Day Parade on May 29th. He welcomed Jeff Schmidt to the City and stated he was looking forward to the upcoming Commission Workshops. City Manager Adkins thanked Mary Ellen McDonald and Christina for their work on the budget and for attending the meeting tonight.

COMMISSIONER PRIVILEGE/LIAISON REPORTS

Commissioner Klaassen spoke on the Planning Commission meeting on May 22 and that they were working on maps for the marijuana facilities. He also stated the Rotary flower sale was this past weekend and the Garden Club flower sale was coming this weekend and urged residents to support the City.

Commissioner Hilferink thanked Mary Ellen McDonald.

Commissioner Ross thanked Mary Ellen McDonald and Christina and welcomed Jeff Schmidt to the City. He also urged residents to come to the Bandstand dedication ceremony and thanked Marine City Nursery and DPW for their work on the Bandstand and area surrounding it.

Commissioner Roehrig thanked and welcomed Jeff Schmidt to the City and she hoped everyone got through the frost.

Commissioner Hendrick stated the Fire Authority approved their budget, hired a new firefighter and are looking at a small grant to hire more. She reminded everyone of the Memorial Day Parade on May 29th from 10a-12pm.

Mayor Vandebossche welcomed Jeff Schmidt to the City and thanked Mary Ellen McDonald and Christina. She also thanked Mike Itrich for his service and stated there will be a proclamation for him at an upcoming meeting to commemorate his service to the City. She also congratulated Marine City Baseball on their MAC Gold Championship and stated that Jesse White was looking for volunteers to help place flags on graves this Saturday. She also reminded everyone to come out to the Bandstand dedication ceremony.

ADJOURNMENT

Motion by Commissioner Hendrick, seconded by Commissioner Roehrig, to adjourn at 9:41 p.m. All Ayes. Motion Carried.

Respectfully submitted,

Jason A.Bell
Interim City Clerk

City of Marine City
City Commission Minutes -Special Meeting
May 18, 2023

A special meeting of the Marine City Commission was held on Thursday, May 18, 2023 at 260 South Parker Street, Marine City, and was called to order by Mayor Vandebossche at 6:06 P.M.

Present: Mayor Jennifer Vandebossche; Elizabeth Hendrick, Michael Hilferink, William Klaassen, Rita G. Roehrig, Brian Ross; City Manager Scott Adkins; Interim City Clerk Jason Bell.

Also Present: City Attorney Robert Davis

Absent: Commissioner Jacob Bryson

Motion by Commissioner Hendrick, seconded by Commissioner Roehrig, to excuse Commissioner Bryson from the meeting. All Ayes. Motion Carried.

APPROVE AGENDA

Motion by Commissioner Ross, seconded by Commissioner Klaassen, to approve the agenda. All Ayes. Motion Carried.

NEW BUSINESS

City Manager Adkins stated the City was awarded \$426,450.02 in ARPA funds and after some recent allocations there was \$136,463.34 remaining that needed to be allocated. City Manager Adkins stated he had a request for \$35,000 to be allocated for miscellaneous park improvements, a \$50,000 request from the DPW to replace a 1 ton pickup and \$15,000 request for automatic door closures for ADA access.

Commissioner Ross inquired if the money could be used for land purchase. City Manager Adkins stated it can but it is very restrictive, but land for recreation could fit the request. Commissioner Hilferink inquired on using the funds to purchase the property adjacent to the Washington Life Center from the East China School District. City Manager Adkins stated it could be used for that for recreation purposes. Commissioner Hendrick stated there were talks in the past of the City purchasing that property for \$50,000 but it never came to the Commission and the project went away. The Commission requested City Manager Adkins start negotiations with East China School District on a purchase price to bring back to them.

Commissioner Ross stated some funds could be used to purchase fire hydrants so the DPW has a stock of them in case one needs to be replaced.

Commissioner Klaassen stated he would like funds to be used for some infrastructure to fix the dead ends in some water mains.

Commissioner Hilferink stated he would like to see funds used for cabanas and showers near the beach or a downtown park to accommodate swimmers and people who float down so they can change and enjoy the City.

ADJOURNMENT

Motion by Commissioner Hilferink, seconded by Commissioner Ross, to adjourn at 6:41 p.m. All Ayes. Motion Carried.

Respectfully submitted,

Jason A. Bell
Interim City Clerk

DRAFT

City of Marine City
300 Broadway Committee Meeting Minutes
April 24, 2023

A regular meeting of the 300 Broadway Committee was held on Monday, April 24, 2023, at 260 S. Parker Street, Marine City, MI 48039 and was called to order at 5:08 pm by Vice Chairperson Laura Merchant.

The Pledge of Allegiance was led by Chairperson Ross.

Present: Chairperson Brian Ross, Vice Chairperson Laura Merchant, Committee Members Michelle Nichter, Sheryl Zimmer; Cheryl Ross, Kim Turner; Interim City Clerk Jason Bell.

Absent: Andrew Pakledinaz, City Manager Scott Adkins.

Motion by Vice Chairperson Merchant, seconded by Member Turner, to excuse Member Pakeldinaz from the meeting. All Ayes. Motion Carried.

Approve Agenda

Motion by Committee Member Cheryl Ross, seconded by Committee Member Zimmer, to approve the agenda with the removal of item 7a. All Ayes. Motion Carried.

Public Comment

None.

Approve Minutes

Motion by Vice Chairperson Merchant, seconded by Committee Member Cheryl Ross, to approve the 300 Broadway Committee Meeting Minutes of March 27, 2023. All Ayes. Motion Carried.

Unfinished Business

Project Priorities

Committee Member Nichter spoke on project priorities and there were no updates on the locks, HVAC, but the fire suppression system is working. Chairperson B. Ross stated both fire suppression systems were wet, when the upstairs was supposed to be dry. This issue was corrected free of charge by the company who installed the system. Member Nichter stated she would like to see tests done on the system. Member Merchant stated the HVAC update was that the filter was never changed since the install, but recently was and there needed to be regular checks on it. Interim City Clerk Bell stated the locks had not yet been changed but it was on the radar of the DPW. Member Nichter noted the door to the mezzanine was damaged and noted it

with pictures. Chairperson Ross stated keys to the building needed to get to the appropriate people.

Business Plan

Committee Member Pakeldinaz stated that Friends of City Hall was fundraising currently with the Bandstand dedication, the Arts and Crafts show during Maritime Days Weekend, Blue Denim Ball in January 2024. Committee Member Merchant asked if those fundraisers would make any money. Committee Member Pakeldinaz stated that the Arts and Crafts Show would bring in money for Memberships and Donations to Friends of City Hall and the Blue Denim Ball was a money maker for them. Committee Member Merchant stated a 50/50 raffle was possible but indicated they would need a license to do so. Committee Member Turner stated the Historical Society will be celebrating their 30th Anniversary in September with some fundraising efforts planned. Committee Member Merchant also stated that depending on what happens with the grant, the structure and focus of the Committee could change.

Business Plan

Chairperson Ross stated the grant submittal included a business plan and it can be changed once working with the grant administrator if need be. Member Merchant stated there could not be a business plan as the grant does not allow fees to be charged therefore it is not a business. Chairperson Ross stated in his discussions with City Manager Adkins there should be a bundle of items ready to go if another grant opportunity comes along. Member Zimmer stated if one grant is approved that is positively looked upon for other opportunities. Chairperson Ross stated plans for endowment fundraising should be added to an agenda to show the Commission good faith.

Top 7 Project Goals

Chairperson Ross stated he would like to see a list of goals already submitted and would like to keep an ongoing list that all members could contribute to as a working copy.

MEDC/CDBG Grant

Chairperson Ross asked if a citizen came up with something at the Public Hearing, could it be added before the submission. Member Merchant stated some things in the application need to be changed before submission and the renderings for green space were pending completion but were expected before the submission.

Member Merchant stated the public participation matrix was not updated yet but can be based off public hearing. Chairperson Ross stated the matrix should be updated to submit with the application as well as the marketing plan but that did not change the scope of the application. Chairperson Ross also stated that from a rendering stand point, they were included in the application as the details of what is wanted is included.

New Business

Grant Opportunities

Member Merchant spoke on other grant opportunities available with deadlines quickly approaching. She also inquired if non profits could or other organizations could apply for grants to be used in or on the property and asked members to keep their eyes open for any grant opportunities for any amount.

Open Discussion

Members requested to change future agendas with a new format to keep items as unfinished business in order to make sure projects are being completed.

Member Cheryl Ross spoke about “The Aud” in Richmond which is a public use building and provided documents that the Richmond uses to gauge citizen input and that they charge no fees for the building use.

Adjournment

Motion by Committee Member Sheryl Zimmer, seconded by Committee Member Turner, to adjourn at 6:46 pm. All Ayes. Motion Carried.

Respectfully submitted,

Jason Bell
Interim City Clerk

**City of Marine City
Planning Commission Meeting Minutes
April 10, 2023**

A regular meeting of the Marine City Planning Commission was held on Monday, April 10, 2023 at 260 South Parker Street, and was called to order by Chairperson Moran at 6:00 pm.

The Pledge of Allegiance was led by Chairperson Moran.

Present: Chairperson Joseph Moran; Commissioners Graham Allan, William Beutell; City Commissioner William Klaassen; Interim City Manager Jim Heaslip; Interim City Clerk Jason Bell

Absent: Keith Jenken, Madelyn McCarthy, Andrew Pakledinaz

Motion by Commissioner Allan, seconded by Commissioner Beutell, to excuse Commissioner McCarthy from the meeting. All Ayes. Motion Carried.

Communications

None.

Approve Agenda

Motion by Commissioner Beutell, seconded by Commissioner Allan, to approve the agenda. All Ayes. Motion Carried.

Public Comment

None.

Approve Minutes

Motion by City Commissioner Beutell, seconded by Commissioner Allan, to approve the March 13, 2023 meeting minutes. All Ayes. Motion Carried.

Unfinished Business

Marijuana Facility – Identify Zoning

Chairperson Moran stated there were open areas on the maps presented at the last meeting. Interim City Manager Heaslip stated the law states the area needs to be zoned exclusively for residential and

if it was zoned exclusively for commercial, industrial, etc but included a residence it did not violate the set back rule in the law. He also stated the maps presented provided set backs of 250', 500', 750' and 1,000'.

Commissioner Klaassen stated the City already had an ordinance in place opting out and it should stay that way in his opinion.

Chairperson Moran inquired if the City could still create set backs if this issue was challenged in court or if it was a ballot initiative. Interim City Manager Heaslip stated this could still be completed if challenged. Chairperson Moran stated marijuana facilities could be zoned out of existence if need be by the City Commission.

Commissioner Allan inquired if the Planning Commission had been tasked with creating and approving the maps could they also recommend set back footage. Commissioner Moran stated the Planning Commission should steer clear of that as the Planning Commission was only tasked with presenting the maps to the City Commission.

Motion by Commissioner Beutell, seconded by Commissioner Allan to forward the maps that were presented to the Planning Commission in March to the City Commission. All Ayes. Motion Carried.

New Business

None

Adjournment

Motion by Commissioner Beutell, seconded by Commissioner Allan, to adjourn at 6:15pm. All Ayes. Motion Carried.

Respectfully submitted,

Jason Bell
Interim City Clerk



City of Marine City
 Department of the City Clerk
 260 S. Parker
 Marine City, MI 48039
 (810) 765-8830
 kbaxter@cityofmarinecity.org

Special E 7-C

Permit Application

Application Fee: \$25.00
 Submit 90 Days Prior to Start of Event
 CASH/MONEY ORDER/CHECK ONLY
 Cash Receiving Code: S/E

The City of Marine City may impose restrictions on any special event in the interest of the health and safety of residents and participants. The applicant may be required to indemnify the city for and hold it harmless from and defend it against any and all claims, lawsuits or other liability. **Approval of the Special Event Permit Application and event date is subject to final approval of the City Commission, based on other activities occurring within the community.**

Application Date: 5/1/23

APPLICANT INFORMATION

Applicant/Sponsor of Event: Empowered Nutrition
 Is Sponsor of Event a Non-Profit Organization? Yes No
 Contact Person: Emily Hendrix
 Contact Number: _____
 Email: _____
 Mailing Address: _____

EVENT INFORMATION

Name of Event: Fathers Day 5K
 Date/Hours of Event: JUNE 17th, 2023 9-12
 Location of Event: Empowered Nutrition
 Will alcoholic beverages be served? Yes No
 -Have you applied for a liquor license? Yes No (*If yes, please provide a copy)

Provide a detailed description of event (attach additional sheets, if necessary): Our event is a fundraiser for Maritime Days this summer. Our race will begin at Empowered Nutrition and North on River Road. 1st Road Crossing will be East on Market Rd, and North on Belle River Ave. We will cross the bridge from

Are utility hook-ups required? Yes No
 Location: _____
 Will street closures be necessary? Yes No

If yes, include a detailed map and indicate the date and time for closing and re-opening, including set-up and tear-down: Belle River and continue downtown, North on Water Street. We will go around Guras bar, West on Union Street, South on Market Street back to the bridge

Is handicap/special parking needed? If yes, please explain: No, parking will be at Empowered Nutrition in Riverside Plaza

→ We will run back South on River Road and end at Empowered Nutrition
 Total distance 2.1 miles

Applicant/Sponsor of Event is responsible for providing trash receptacles and portable restrooms.

Indicate number of portable restrooms for event: Regular _____ Handicapped _____ Restrooms Not needed

Will you be posting signs for the Special Event? If so, include proposed locations: Yes, social media, local businesses, no road signs

PLEASE NOTE: Signs may not be placed at street corners blocking vision, or in easements. Please refer to City Ordinances for specifics.

ALSO, PLEASE NOTE: Street marking is PROHIBITED! Traffic cones and signage are acceptable, but all cones and signs must be removed immediately after the event.

AGREEMENT & INDEMNIFICATION

The City of Marine City will provide the event organizers an estimate of fees for city services. The event organizers shall be given an opportunity to review these estimates prior to approval of the event. The final amount billed to the organizers will not exceed the estimated amount unless:

- There have been additional city costs due to cleanup or repairs of damaged property.
- Additional city services were provided as a result of changes in the requirements as requested by event organizers.

Applicants / Sponsors are to submit a 50% deposit of their estimated portion of costs within (30) days of their application being approved. They will be billed for the remainder of the ACTUAL costs after the event. Failure to pay the final bill within thirty (30) days of the invoice date will result in denial of application the following year.

Applicant additionally agrees to provide the City of Marine City a Certificate of Insurance naming it as an "Additional Insured" in an amount of not less than One Million Dollars (\$1,000,000) as a condition for approval of this event.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this event as determined by the City of Marine City, and will comply with all local, state and federal rules, regulations and laws.

Emily Hendrix _____ 5/1/23 _____
Applicant Signature Date

EH Indemnification and Hold Harmless Agreement: By way of my initials here and my full signature below, I hereby acknowledge that to the fullest extent of the law, agree to indemnify and hold harmless the City of Marine City ("City"), its elected and appointed officials, employees, and volunteers from any and all liability, claims, demands, costs, and judgments, related to bodily injury or property damage, including attorney's fees, that the City incurs as a result of acts or omissions of Applicant and/or its agents arising from this event.

Emily Hendrix _____ 5/1/23 _____
Applicant Signature Date

DEPARTMENT ROUTING SHEET
(For Internal Use Only)

Department	Estimated Costs	Comments	Actual Costs
POLICE	0		0
DPW			
FIRE	0		

Total Estimated Costs: \$ _____

CITY USE

\$25.00 Application Fee Received: 5/16/23

Application reviewed / approved by the following departments:

Police Chief [Signature]

DPW [Signature]

Fire Chief [Signature]

City Manager [Signature]

Approved by the City Commission on:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hartland Insurance Agency, Inc. PO Box 129 Hartland, MI 48353	CONTACT NAME: Tamara Moore
	PHONE (A/C, No, Ext): (810) 632-5161 215 FAX (A/C, No):
	E-MAIL ADDRESS: tamaramoore@hartlandinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: National Specialty Ins a Division of West Bend Mutual Ins Company 15350
INSURED Empower Nutrition 6734 River Rd Marine City, MI 48039	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	B270045	1/27/2023	1/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The City of Marine City
260 S. Parker
Marine City, MI 48039

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey M Bosshaw



City of Marine City
Department of the City Clerk
260 S. Parker
Marine City, MI 48039
(810) 765-8830
kbaxter@cityofmarinecity.org

RECEIVED

MAY 09 2023

City of Marine City

Special Event

Permit Application

Application Fee: \$25.00

Submit 90 Days Prior to Start of Event

CASH/MONEY ORDER/CHECK ONLY

Cash Receipting Code: S/E

The City of Marine City may impose restrictions on any special event in the interest of the health and safety of residents and participants. The applicant may be required to indemnify the city for and hold it harmless from and defend it against any and all claims, lawsuits or other liability. **Approval of the Special Event Permit Application and event date is subject to final approval of the City Commission, based on other activities occurring within the community.**

Application Date: May 8, 2023

APPLICANT INFORMATION

Applicant/Sponsor of Event: Marine City Lions Club

Is Sponsor of Event a Non-Profit Organization? Yes No

Contact Person: Jennifer Vandebossche

Contact Number: _____

Email: _____

Mailing Address: 545 Ward St., Marine City, MI 48039

EVENT INFORMATION

Name of Event: Battle of the Bands III

Date/Hours of Event: Friday and Saturday; August 18th and 19th, 2023

Location of Event: Nautical Mile Park

Will alcoholic beverages be served? Yes No

-Have you applied for a liquor license? Yes No (*If yes, please provide a copy)

Provide a detailed description of event (attach additional sheets, if necessary): _____

This will be an outdoor music concert with dual stages both nights with free admission.

Proceeds from activities will go to Marine City, Algonac and St. Clair School Sports boosters and the Marine City Lions Club.

Are utility hook-ups required? Yes No

Location: At the ends of the park

Will street closures be necessary? Yes No

If yes, include a detailed map and indicate the date and time for closing and re-opening, including set-up and tear-down: The street closure will be in front of the park nightly on Friday and Saturday from 4pm - 12 midnight

Is handicap/special parking needed? If yes, please explain: No

Applicant/Sponsor of Event is responsible for providing trash receptacles and portable restrooms.

Indicate number of portable restrooms for event: Regular 8 Handicapped 2

Will you be posting signs for the Special Event? If so, include proposed locations: _____

PLEASE NOTE: Signs may not be placed at street corners blocking vision, or in easements. Please refer to City Ordinances for specifics.

ALSO, PLEASE NOTE: Street marking is PROHIBITED! Traffic cones and signage are acceptable, but all cones and signs must be removed immediately after the event.

AGREEMENT & INDEMNIFICATION

The City of Marine City will provide the event organizers an estimate of fees for city services. The event organizers shall be given an opportunity to review these estimates prior to approval of the event. The final amount billed to the organizers will not exceed the estimated amount unless:

- There have been additional city costs due to cleanup or repairs of damaged property.
- Additional city services were provided as a result of changes in the requirements as requested by event organizers.

Applicants / Sponsors are to submit a 50% deposit of their estimated portion of costs within (30) days of their application being approved. They will be billed for the remainder of the ACTUAL costs after the event. Failure to pay the final bill within thirty (30) days of the invoice date will result in denial of application the following year.

Applicant additionally agrees to provide the City of Marine City a Certificate of Insurance naming it as an "Additional Insured" in an amount of not less than One Million Dollars (\$1,000,000) as a condition for approval of this event.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this event as determined by the City of Marine City, and will comply with all local, state and federal rules, regulations and laws.

Jennifer Vandenberghe

Applicant Signature

05/08/2023

Date

JV

Indemnification and Hold Harmless Agreement: By way of my initials here and my full signature below, I hereby acknowledge that to the fullest extent of the law, agree to indemnify and hold harmless the City of Marine City ("City"), its elected and appointed officials, employees, and volunteers from any and all liability, claims, demands, costs, and judgments, related to bodily injury or property damage, including attorney's fees, that the City incurs as a result of acts or omissions of Applicant and/or its agents arising from this event.




Jennifer Vandenberghe

Applicant Signature

05/08/2023

Date

DEPARTMENT ROUTING SHEET
(For Internal Use Only)


Department	Estimated Costs	Comments	Actual Costs
POLICE			
DPW			
FIRE			

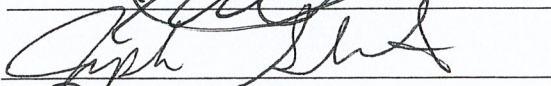
Total Estimated Costs: \$ _____

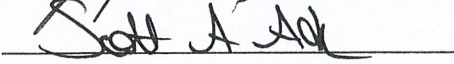
CITY USE

\$25.00 Application Fee Received: 5/9/2023

Application reviewed / approved by the following departments:

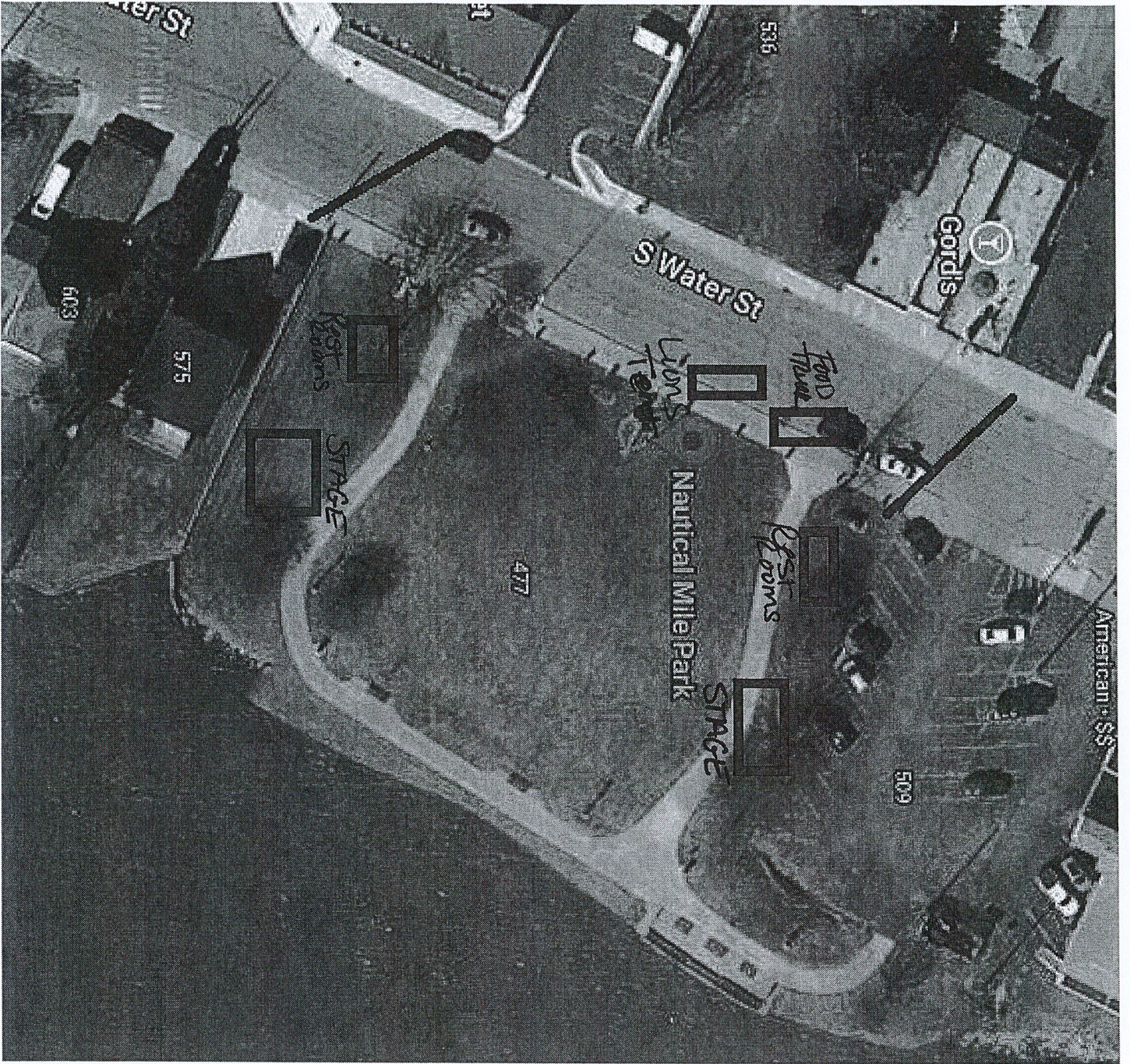
Police Chief _____ 

DPW _____ 

Fire Chief _____ 

City Manager _____

Approved by the City Commission on:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2023

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PRODUCER Al Bourdeau Insurance Agency 3835 Davison Road Flint MI 48506	CONTACT NAME: Julie Moss PHONE (A/C, No, Ext): (800) 537-3373 FAX (A/C, No): E-MAIL ADDRESS: juliem@albourdeauinsurance.com
	INSURER(S) AFFORDING COVERAGE
	NAIC # 14508
INSURED Marine City Lions Club 545 Ward Street Marine City MI 48039	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL235874396 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		C0543950	04/16/2023	04/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Battle of the Bands, August 18-19, 2023

CERTIFICATE HOLDER City of Marine City 260 S. Parker Street Marine City MI 48039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.2em; font-weight: bold;">Tom Mann</div>
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AGENDA MEMO

TO: Mayor and City Commission
FROM: City Manager Scott Adkins
SUBJECT: **Engagement of Services-Annual Audit**

BACKGROUND INFORMATION: The City has received a formal engagement letter from the firm of McBride -Manley to perform services related to our annual audit. Proposed work includes audit of financial statements and activities, review of compliance to accepted accounting practices, management discussion and analysis, review of pension and health care accounts and a thorough report of all findings with recommendations.

The cost for general audit services in the proposal is not to exceed \$42,250. Provisions for additional single audits (generally for federal grants or programs meeting certain criteria) is also provided for at costs not to exceed \$6,500 per program audit.

ORIGINATING DEPARTMENT: Finance Director/Treasurer's Office

REVIEWED BY: S. Adkins

STAFF RECOMMENDATION

PRESENTED BY: S. Adkins

RECOMMENDED ACTION(s): Motion to approve the Engagement of Audit Services Agreement with the firm of McBride-Manley as presented

DATE APPROVED FOR AGENDA: June 1, 2023

ATTACHMENTS: Engagement Letter
Acceptable Reference/Qualification Letter

McBride - Manley

& COMPANY P.C.



CERTIFIED PUBLIC
ACCOUNTANTS

GLEN E. MCBRIDE, C.P.A. (1948-2013)
PATRICIA A. MANLEY, C.P.A.
CURTIS J. MCBRIDE, C.P.A., M.S.T.
GWENDOLYN S. BRESINSKI, C.P.A.

CLIENT'S COPY

May 11, 2023

City Commission and Management
City of Marine City
260 S. Parker Street
Marine City, Michigan 48039

We are pleased to confirm our understanding of the services we are to provide the CITY OF MARINE CITY for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Marine City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Marine City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Marine City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Pension and Retiree Health Care – Schedule of Changes in the Net Pension/OPEB Liability and Related Ratios
- 3) Pension and Retiree Health Care – Schedule of Contributions
- 4) Pension and Retiree Health Care – Schedule of Investment Returns

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Marine City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules
- 2) Budgetary Schedules for Non-Major Funds
- 3) Schedule of Indebtedness

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City of Marine City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, or indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Lack of strong internal controls over financial transactions
- Proper cutoff of accounts payable, receivables, and grants
- Reconciliation of the tax roll
- Ability to fully reconcile year-end balances
- Reliance upon the auditor's experience and expertise to prepare GAAP financial statements

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Government Auditing Standards require that we communicate, during the planning stage of an audit, certain information to officials of the audited entity, and certain other parties. That information follows.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Government Auditing Standards require that we communicate, during the planning stage of an audit, certain information to officials of the audited entity, and certain other parties. That information follows.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Marine City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Government Auditing Standards require that we communicate, during the planning stage of an audit, certain information to officials of the audited entity, and certain other parties. That information follows.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Marine City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. Additionally, we will assist the City in preparing State reports (F-65, CVTRS, Act 51, Pension Reporting, and the Sewer Rate Computation) in the prescribed forms. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to McBride-Manley & Company P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of McBride-Manley & Company P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Michigan or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of McBride-Manley & Company P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Michigan. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Curtis McBride is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in July 2023 and to issue our reports no later than December 31, 2023.

Our fee for this audit will be in accordance with the firm's standard hourly billing rates at the time of the examination and will not exceed \$42,250 for the year ended June 30, 2023. If an audit under the Single Audit Act is required, our estimated fee for that audit should be between \$4,500 - 6,500 per program for the year a Single Audit is required. The initiation of any new fund for major construction programs may result in increased fees. The above fee quotes are predicated on the City's records being suitable and complete for audit and completely reconciled and balanced in accordance with generally accepted accounting principles. This would normally include the preparation by the City of certain items before the audit begins (See Exhibit A). However, a revised proposal will be submitted for the Commission's approval if our fees are expected to exceed those stated above. Our fees for this engagement will be billed in two segments. The first portion will be billed upon completion of our preliminary examination, sometime in June or July each year. The final portion will be billed upon completion of the audit.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Reporting

We will issue a written report upon completion of our audit of the City of Marine City's financial statements. Our report will be addressed to the Mayor and City Commission of the City of Marine City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Marine City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Marine City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2022 peer review report accompanies this letter.

Respectfully submitted,

MCBRIDE-MANLEY & COMPANY P.C.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Marine City.

Management signature: _____

Title: _____

Date: _____

EXHIBIT A

Items to be completed before commencement of audit:

1. Posted and reconciled general ledger and trial balance for all the following funds:

General	Capital Improvement
Major Street	Tax
Local Street	Drug Law Enforcement
Woodlawn Cemetery	Pension Trust
Cemetery Trust	Brownfield Redevelopment Fund
Water and Sewer	Guy Center Fund
Retirees Health Care Trust	
Any new funds initiated during periods under audit	
2. Water and sewer revenues and receivables reconciled to control totals.
3. All bank accounts properly reconciled to the general ledger accounts for all funds.
4. The total taxes collected reconciled to the total tax roll and all distributions correctly reflected for both winter and summer collections.
5. Reconciliation of delinquent personal property taxes for all years showing tax collected during the fiscal year and ending tax balance due.
6. Preparation of check register or other reports for the tax fund giving total paid to each taxing authority that reconciles to County Settlement and tax roll.
7. Complete list of all Pension and Retiree Health Care Fund investments at fiscal year end reflecting description, cost, market value, maturity, and interest rate.
8. Review by City personnel of all unpaid invoices at fiscal year end and proper reconciliation to computerized accounts payable listing at fiscal year.
9. Workpapers on all interfund payables and receivables and reconciliation of same between funds.
10. Listing of all amounts in capital outlay account showing detail of items purchased and reconciliation of listing to general ledger and invoices available to review.
11. Calculation and workpaper for accrued sick and vacation pay and accrued wages for fiscal year end.
12. Reconciliation of special assessment subsidiary ledgers to general ledger receivable, if applicable.
13. Reconciliation of refuse revenue in General Fund.
14. Reconciliation of property tax revenues in General Fund, all Debt Service Funds (if applicable), and Water and Sewer Fund, as applicable.
15. Loan schedules showing balance due on all State Revolving Loans, and a listing of all bond principal and interest payments.

EXHIBIT A

(Continued)

16. Reconciliation of cemetery revenues to general ledger balances.
17. Properly allocated employee benefits between funds including, but not limited to, health insurance, pension contributions, and payroll taxes; proper recording of these benefits in the various funds and departments of the general ledger.
18. State revenues and County funds reconciled to general ledger.
19. Grant revenues reconciled to award amount, project costs, and any agreements and reporting available for review.
20. Fund Balance Restrictions reconciled.
21. Submission of census data to City's Actuaries for pension and retiree health by September 1, 2023.

Report on the Firm's System of Quality Control

April 27, 2023

To the Partners of McBride-Manley & Company P.C.
and the Peer Review Committee of the Michigan Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McBride-Manley & Company P.C. (the firm) in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McBride-Manley & Company P.C. in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. McBride-Manley & Company P.C. has received a peer review rating of *pass*.

Andrews Hooper Savlik PLC

Marine City

+ Properties within 1000'

9-A

Marine City Hwy

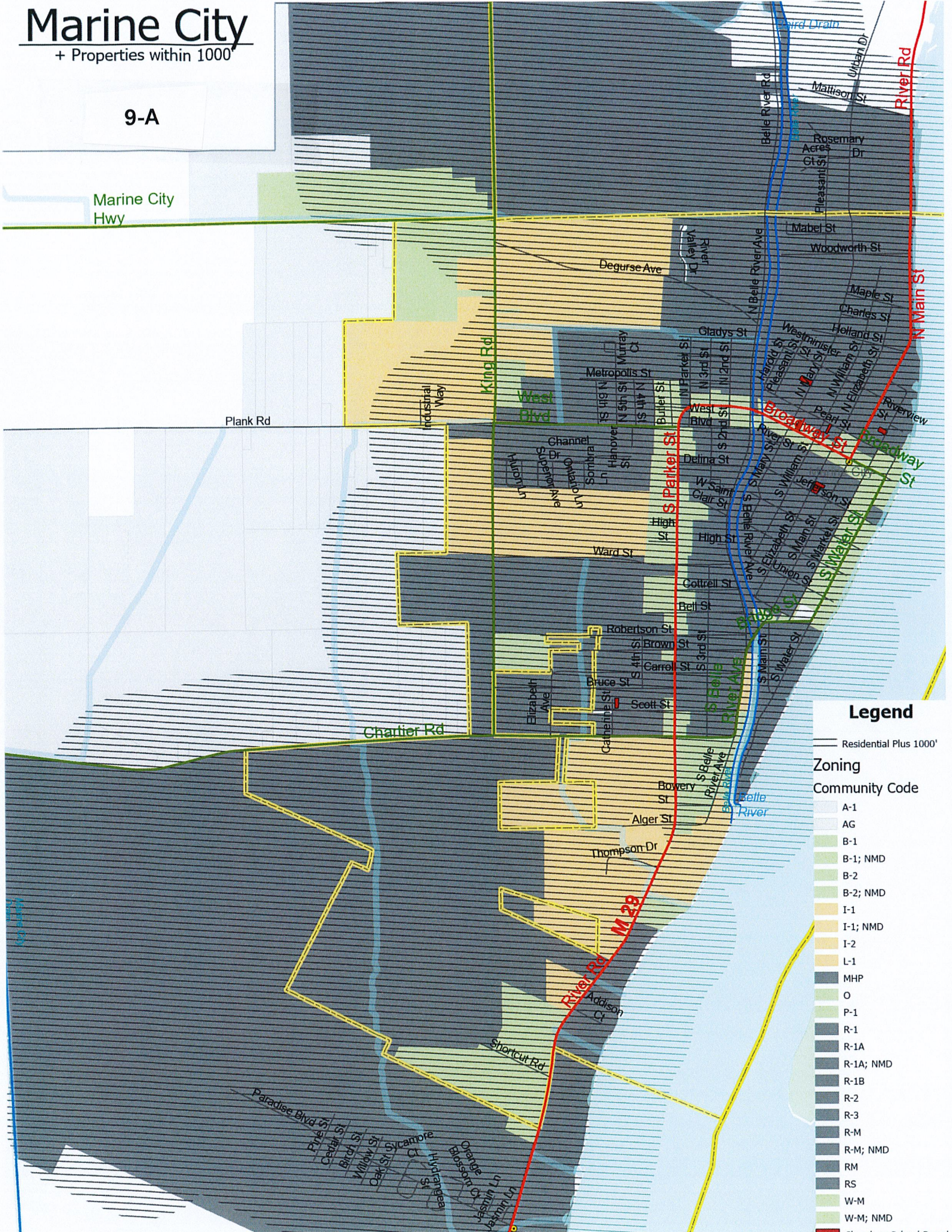
Plank Rd

Chartier Rd

River Rd M 29

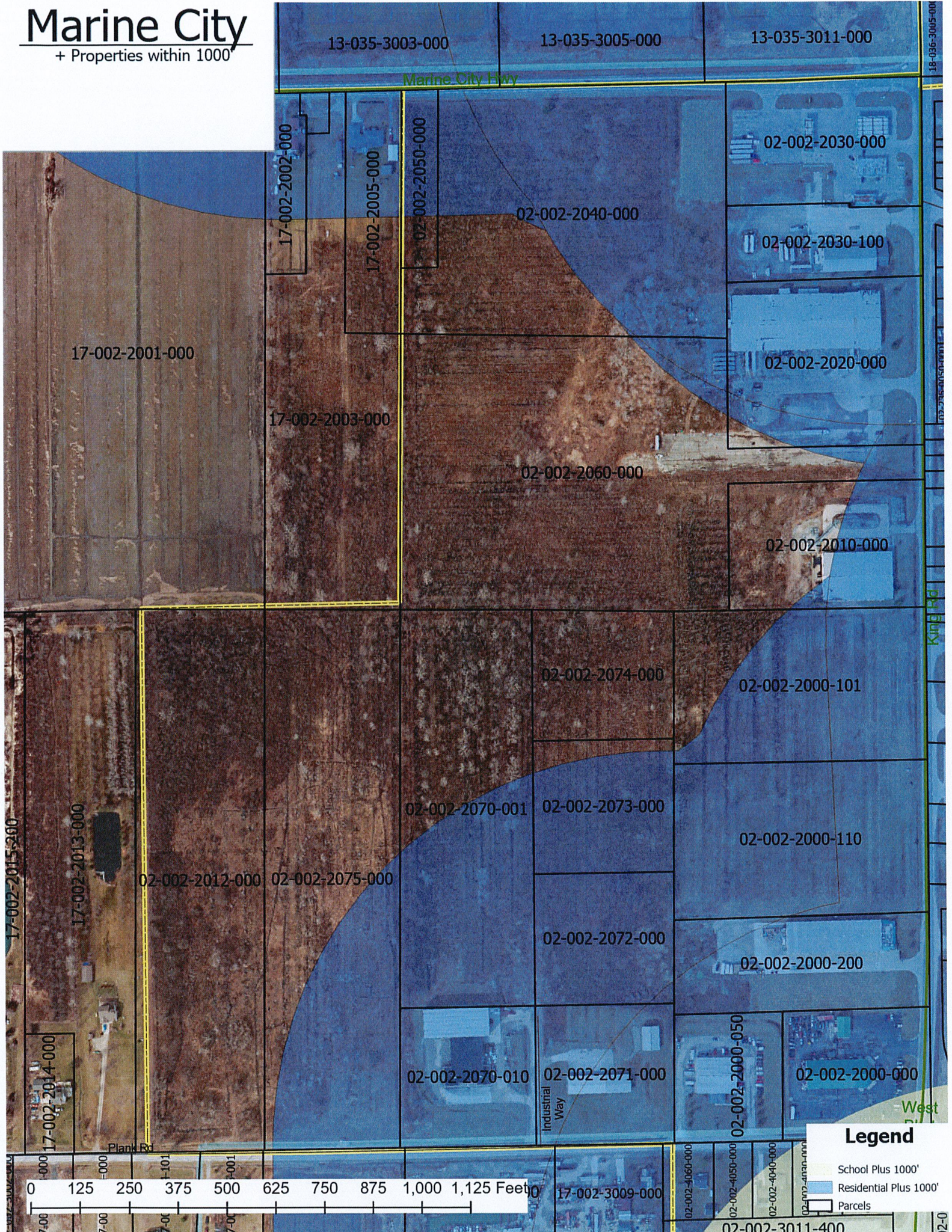
Legend

- Residential Plus 1000'
- Zoning**
- Community Code**
- A-1
- AG
- B-1
- B-1; NMD
- B-2
- B-2; NMD
- I-1
- I-1; NMD
- I-2
- L-1
- MHP
- O
- P-1
- R-1
- R-1A
- R-1A; NMD
- R-1B
- R-2
- R-3
- R-M
- R-M; NMD
- RM
- RS
- W-M
- W-M; NMD
- Church or School Parcel



Marine City

+ Properties within 1000'

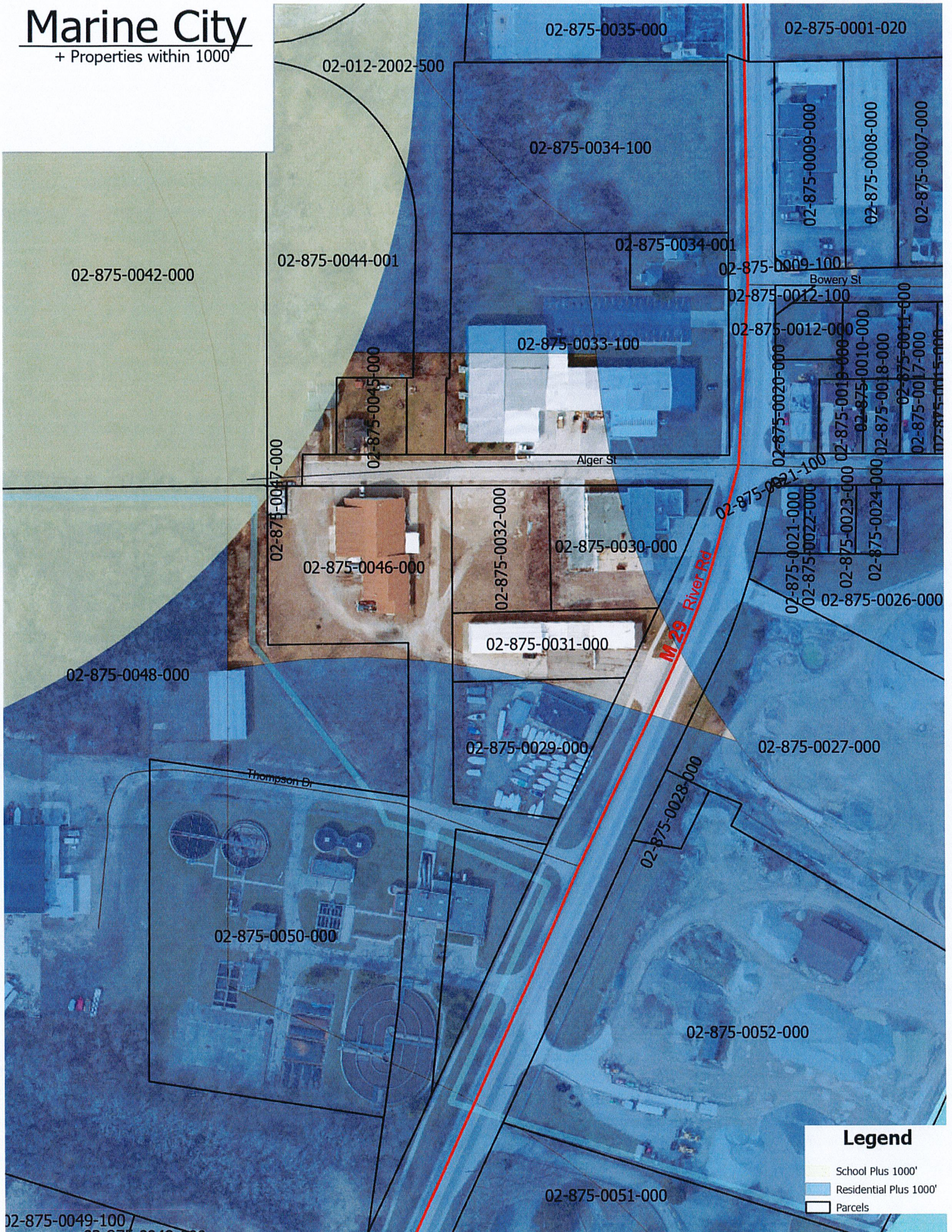


Legend

- School Plus 1000'
- Residential Plus 1000'
- Parcels

Marine City

+ Properties within 1000'



Legend

School Plus 1000'

Residential Plus 1000'

Parcels

Marine City

+ Properties within 1000'

Marine City Hwy

Plank Rd

Chartier Rd

River Rd M 28

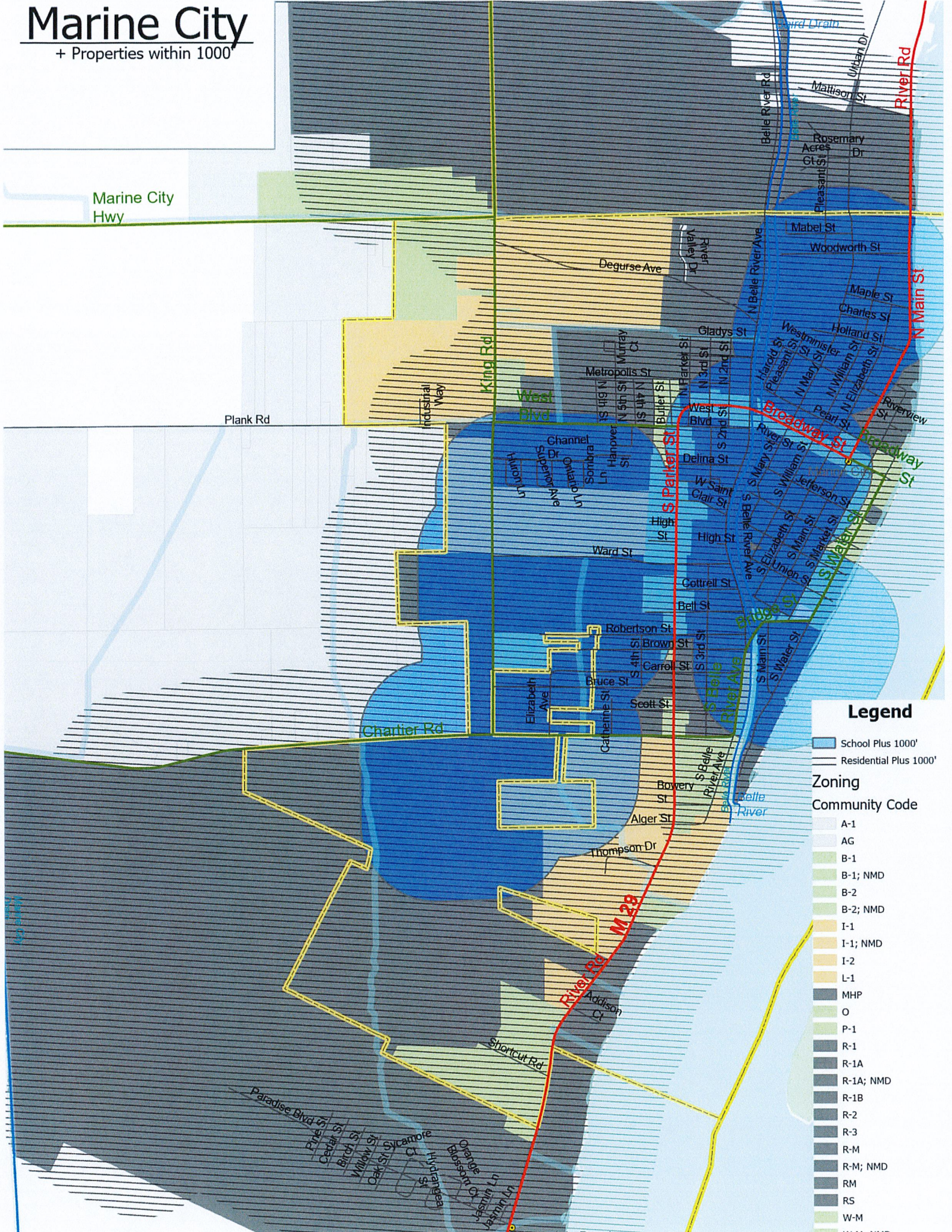
Legend

- School Plus 1000'
- Residential Plus 1000'

Zoning

Community Code

- A-1
- AG
- B-1
- B-1; NMD
- B-2
- B-2; NMD
- I-1
- I-1; NMD
- I-2
- L-1
- MHP
- O
- P-1
- R-1
- R-1A
- R-1A; NMD
- R-1B
- R-2
- R-3
- R-M
- R-M; NMD
- RM
- RS
- W-M
- W-M; NMD





AGENDA MEMO

TO: Mayor and City Commission
FROM: City Manager Scott Adkins
SUBJECT: **Workers Compensation Insurance Policy Renewal**

BACKGROUND INFORMATION: The City's Workers Compensation Insurance is provided through the Michigan Municipal League Workers Compensation Fund. The City has generally been pleased with the insurance coverage provided. We have recently received our annual renewal documents. This year's proposed increase is a modest 2.5%, which is lower than most other providers. Additionally, the City has often benefited from an annual dividend payment and experience rating that work to reduce policy costs. We also receive superb training and customer service and the ability to pay our annual premium in four quarterly payments.

ORIGINATING DEPARTMENT: City Manager's Office

REVIEWED BY: S. Adkins

STAFF RECOMMENDATION

PRESENTED BY: S. Adkins

RECOMMENDED ACTION(s): Motion to approve the Workers Compensation Insurance renewal with the Michigan Municipal League Workers Compensation Fund in the amount of \$10,430.00

DATE APPROVED FOR AGENDA: June 1, 2023

ATTACHMENTS: Renewal Letter
Proof of Insurance
Renewal Invoice



michigan municipal league

Workers' Compensation Fund

May 22, 2023

Jim Heaslip
City Of Marine City
260 S Parker St
Marine City, MI 48039

Dear Mr. Heaslip:

Enclosed are the following documents for your Workers' Compensation coverage renewal for the period July 1, 2023 to June 30, 2024.

- Policy Declaration
- Certificate of Membership

This year, the Fund has been authorized to distribute \$13.5 million of surplus for the Fund years June 30, 2007-2022. Your proportionate share of the distribution is shown below:

Dividend Credit \$9,675.00 Applied to this year's renewal premium

Please review the enclosed documents and contact me at 248-204-8530 or MWolfgang@Meadowbrook.com if you have any questions.

Sincerely,

Max Wolfgang

Max Wolfgang
Fund Underwriter

Enclosures

Service Provider: **Meadowbrook® Inc.**

Loss Control & Member Services: P.O. Box 5174, Southfield, MI 48037 PH: 248.358.1100 • 800.482.2726

Southfield Claims Service: P.O. Box 5174, Southfield, MI 48086-5174 PH: 248.358.1100 • 800.482.2726 • FX: 248.358.3251

Grand Rapids Claims: 3196 Kraft Ave., S.E., Suite 206, Grand Rapids, MI 49512-2065 PH: 616.942.0311 • 800.752.7477 • FX: 616.649.1796

www.mml.org

Michigan Municipal League Workers' Compensation Fund

05/22/2023

Declaration Page

City Of Marine City
 Attn: Jim Heaslip
 260 S Parker St
 Marine City, MI 48039

Coverage Period 7/1/2023 to 6/30/2024
 RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5509-00	Street Operations	39,599	6.39	2,530
7520-00	Water Operations	34,847	3.17	1,105
7580-00	Sewer Operations	16,405	1.39	228
7720-01	Police Officers	403,913	2.52	10,179
7720-02	Volunteer Police Officers	156,134	2.36	3,685
8395-00	Garage Operations	16,688	3.00	501
8810-01	Clerical-Office	297,561	0.37	1,101
8810-02	Elected Officials	47,067	0.20	94
9015-00	Building Operations	10,917	4.05	442
9102-00	Parks & Recreation	56,174	2.88	1,618
9104-00	Lifeguards	9,051	1.50	136
9220-00	Cemetery Operations	18,556	2.96	549
9402-00	Street Cleaning	9,068	3.02	274
9410-00	Municipal Employee	169,711	0.61	1,035
	Totals:	\$1,285,691		\$23,477

Coverage Amount

Employers Liability: \$2,000,000
 Workers' Compensation: STATUTORY

Premium To Be Billed on Installments:	\$10,430
--	----------

Total Standard Premium		\$23,477
Experience Modifier: .85		(\$3,522)
Modified Premium	=	\$19,955
Size of Premium Credit		\$0
Expense Constant		\$150
Total Estimated Premium	=	\$20,105
(Dividend Credit)		(\$9,675)
NET ESTIMATED ANNUAL PREMIUM	=	\$10,430



michigan municipal league
Workers' Compensation Fund

Certificate of Membership Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the
Director of the Workers' Compensation Agency as a group self-insurer,
certifies that

City Of Marine City

Policy Number: _____

is a member in good standing of the Fund, for the year expiring

June 30, 2024

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of
\$2,000,000 is included.

Michael J Forster

July 1, 2023

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.



AGENDA MEMO

TO: Mayor and City Commission
FROM: City Manager Scott Adkins
SUBJECT: **Part-Time At Will Employment and Service Agreement- Mike Itrich**

BACKGROUND INFORMATION: Although the City has recently hired a new Department of Public Works Superintendent, several current priority projects require additional support by way of historical and background information sharing and support. Additionally, although the new Director has many years of experience in Public Works and several credentials and certifications, he will need to obtain an S-2 Drinking Water Certifications from the State of Michigan. This process requires testing that only occurs 2 times annually. We have given him until July 1, 2024, to obtain such certification per his employment agreement. In the interim, Mr. Itrich has agreed to complete the required plant reports and certification forms. I have been able to negotiate an hourly rate for miscellaneous support service in an amount of \$50.00 per hour and a monthly flat rate fee of \$400 for State report and certification duties. Both amounts are much less than would be charged by engineering or consulting firms for performing the same work and have been included in our annual budget as anticipated expenses. An At Will part-time employment and support agreement has been prepared.

ORIGINATING DEPARTMENT: Finance Director/Treasurer's Office

BUDGETED ITEM: Yes

REVIEWED BY: S. Adkins

STAFF RECOMMENDATION

PRESENTED BY: S. Adkins

RECOMMENDED ACTION(s): Motion to approve the Part-time At Will Employment and Support Services Agreement as presented.

DATE APPROVED FOR AGENDA: June 1, 2023

ATTACHMENTS: Employment and Support Service Agreement

AT WILL PUBLIC WORKS SERVICE
EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF MARINE CITY
AND
MICHAEL ITRICH

Dated: Jun 1, 2023

**AT WILL PUBLIC WORKS SERVICE
EMPLOYMENT AGREEMENT**

This At Will Public Works Service Employment Agreement ("Agreement") is made and entered into this 1st day of June 2023, by and between the **City of Marine City**, a Michigan municipal corporation located at 260 S. Parker St., Marine City, MI 48039, hereinafter referred to as the "City" and **Michael Itrich**, hereafter referred to as "Employee" and states the following:

Whereas, the City desires to employ the services of the Employee as Part time Public Works Service Employee in accordance with Sections 3.7 of the Marine City Charter; and

Whereas, the Employee desires to accept employment as Part-time Public Works Service Employee of the City of Marine City consistent with the terms and provisions herein.

Now, therefore, in consideration of the covenants set forth herein, the parties agree as follows with full and adequate consideration acknowledged and accepted by the City and the Employee:

Section I -- Credentials Representations and Warranty

Employee represents, pledges and warrants that all representations and information presented by the Employee during the application, interview and hiring process are true and accurate to the best of the Employee's knowledge. This provision shall expressly survive the execution of this Agreement and shall be deemed, for all legal purposes, a material term of this Agreement.

Section II -- Duties

The City hereby agrees to employ the Employee as Part time Public Works Service Employee to perform the functions and duties as directed by the City Manager from time to time. Work shall include providing technical information, historical/background information, general support and assistance on Public Works programs and review, reporting and certification requirements for Water Treatment/Distribution operations and activities required by the State of Michigan.

Section III -- Term

The Employee will serve an indefinite term at the will of the City Manager as provided in Section 3.7 of the Charter and any job description provided by the City to the Employee including any amendments. The Employee shall have no expectation of any defined employment term or duration and agrees that this relationship is at will for all legal purposes.

Section IV -- Compensation

The City agrees to pay the Employee an hourly rate of Fifty and 00/100 (\$50.00) Dollars payable in bi-weekly installments on the same dates as other employees of the City are paid

for general services requested and provided. The City shall withhold from each of the foregoing installments the appropriate amount of payroll taxes, including Federal Income Tax, State Income Tax and Medicare Tax.

Additionally, Employee, shall be compensated an additional monthly flat rate of Four Hundred and 00/100 (\$400.00) Dollars for performing required State of Michigan Water System reports, certifications, and documents. Said payment shall be separate from any other compensation and shall be treated as a Contractual (1099) employee for this work.

Section V -- General Benefits- No Additional Benefits shall be provided to Employee

Section VI -- Termination and Severance Pay

Employee acknowledges and understands that the office of Part time Public Works Service Employee is one which, pursuant to Section 3.7 the City Charter and applicable City Ordinances and Policies is held at the pleasure of the City Manager and may be discharged at any time for any reason, or for no reason. This is an At Will relationship.

- A. In the event Employee voluntarily resigns the Employee's position with the City, Employee shall give a minimum of 30 days notice, but shall endeavor to provide additional notice where possible.

Section VII -- Strict Compliance with the Agreement

The failure of either party to insist on strict performance of any covenant or condition of this Agreement shall not be construed as a waiver of such covenant or condition in any other instance. Further, the provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan and the provisions thereof governing the conduct of personal services being rendered by the parties hereto. The parties agree that the appropriate venue for any litigation concerning any aspect of this Agreement is the St. Clair County Circuit Court. This Agreement contains the entire contract between the parties and supersedes any and all other agreements between them. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his/her or its dealing with the other. The parties agree that this Agreement shall be deemed to be mutually drafted.

Section VII -- Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Employee and supersedes any and all prior agreements, oral or written.

Section IX -- Michigan Law

This Agreement shall be governed by and construed according to the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written, acknowledging and accepting the terms and conditions set forth herein.

Employee:

City of Marine City

By: _____
Employee

By: _____
City of Marine City Mayor with approval
By the City of Marine City Commission at
Meeting dated the 1st day of June 2023



AGENDA MEMO

TO: Mayor and City Commission
FROM: City Manager Scott Adkins
SUBJECT: **Request Approval of Contract for City Treasurer/Finance Director- Katy Posey**

BACKGROUND INFORMATION:

After receiving a letter from current Treasurer/Finance Director Nichole Lasecki, I immediately began reaching out to qualified parties concerning the position. We had several applications/resumes for recently advertised positions that had potential candidates, as well as other potential candidates that may be interested in this position. An interview was conducted with Ms. Posey late last week after the resignation. Ms. Posey has a wide range of municipal and finance experience, including utilization of BS & A software programs. A draft employment agreement has been reviewed by City Attorney Davis following our standard template and a conditional offer of employment has been made pending passing a pre-employment drug screen and background investigation.

ORIGINATING DEPARTMENT: City Manager's Office

REVIEWED BY: S. Adkins

STAFF RECOMMENDATION

PRESENTED BY: S. Adkins

RECOMMENDED ACTION(s): Motion to approve the employment agreement between the City of Marine City and Katy Posey as presented.

DATE APPROVED FOR AGENDA: June 1, 2023

ATTACHMENTS: Draft Employment Agreement
Professional Resume

AT WILL TREASURER/FINANCE DIRECTOR

EMPLOYMENT AGREEMENT

BETWEEN

THE CITY OF MARINE CITY

AND

KATY POSEY

Dated: June 1, 2023

DRAFT

**AT WILL TREASURER/FINANCE DIRECTOR EMPLOYMENT
AGREEMENT**

This At Will Treasurer/Finance Director Employment Agreement ("Agreement") is made and entered into this 18th day of May 2023, by and between the **City of Marine City**, a Michigan municipal corporation located at 260 S. Parker St., Marine City, MI 48039, hereinafter referred to as the "City" and **Katy Posey**, who's address is [REDACTED] hereafter referred to as "Employee" and states the following:

Whereas, the City desires to employ the services of the Employee as Treasurer/Finance Director in accordance with Sections 3.7 of the Marine City Charter; and

Whereas, the Employee desires to accept employment as Treasurer/Finance Director of the City of Marine City consistent with the terms and provisions herein.

Now, therefore, in consideration of the covenants set forth herein, the parties agree as follows with full and adequate consideration acknowledged and accepted by the City and the Employee:

Section I -- Credentials Representations and Warranty

Employee represents, pledges and warrants that all representations and information presented by the Employee during the application, interview and hiring process are true and accurate to the best of the Employee's knowledge. This provision shall expressly survive the execution of this Agreement and shall be deemed, for all legal purposes, a material term of this Agreement.

Section II -- Duties

The City hereby agrees to employ the Employee as Treasurer/Finance Director to perform the functions and duties as specified in the City Charter, City Code of Ordinances and State and Federal guidelines and any job description issued by the City and to perform such other municipal management functions and duties as the City Manager may, from time to time, direct and assign.

Section III -- Term

The Employee will serve an indefinite term at the will of the City Commission as provided in Section 3.7 of the Charter and any job description provided by the City to the Employee including any amendments. The Employee shall have no expectation of any defined employment term or duration and agrees that this relationship is at will for all legal purposes.

Section IV -- Compensation

The City agrees to pay the Employee an annual base salary of Sixty-eight thousand dollars and 00/100 (\$68,000.00) Dollars payable in bi-weekly installments on the same dates as other employees of the City are paid. The City shall withhold from each of the foregoing

installments the appropriate amount of payroll taxes, including Federal Income Tax, State Income Tax and Medicare Tax.

Employee, shall have the annual salary automatically adjusted according to the schedule below without any further action of the City Commission:

Completion of each year of Michigan Municipal Treasurers Association Basic Institute. \$1,000 per year (3-year program)

Completion of each year of Michigan Municipal Treasurers Association Advance Institute, \$1,200 annually (beginning in year four)

Any compensation adjustments thereafter shall be at the sole discretion of the City Manager with the consent of the City Commission. Employees' annual salary may not be reduced during the term of this agreement.

Section V -- General Benefits

- A. Pension and Retirement:** Employee shall be enrolled into the City's 457 plan. The City will match dollar for dollar on the first five percent (5%) of salary contributions made by the Employee to the plan.
- B. Vacation:** Employee shall receive eighty (80) hours vacation upon the signing of this Agreement, which must be used before the one-year employment anniversary date. Thereafter, Employee will receive one hundred twenty (120) hours vacation on the employment anniversary date, which shall be used within that year of employment. The Employee shall take no more than ten (10) vacation days in a row without the prior approval of the City Commission. The value of any eligible and unused vacation time shall be paid in accordance with the terms in this provision to the Employee upon the Employee's separation from employment with the City, whether said separation is voluntary or involuntary.
- C. Sick:** Employee shall be credited forty (40) hours sick days upon the signing of this Agreement. Until the end of one (1) full year of employment, Employee shall receive one (1) day of sick leave for each full month worked. Thereafter, beginning on the first anniversary date, Employee shall receive 120 hours of sick leave annually with a total maximum bankable amount of 144 hours. The value of any unused sick time shall be paid in accordance with the terms in this provision to the Employee upon the Employee's separation from employment with the City, whether said separation is voluntary or involuntary.
- D. Health and Life Insurance Benefits:** Employee does not seek or require any Health of Life Insurance Benefits. In lieu of such benefits, Employee shall be given a Pay in Lieu payment in the amount of six (6,000)

thousand dollars annually, payable in two (2) payments one on July 1st and the second on December 1st annually. These payments shall be prorated if necessary.

- E. **Employment Expenses:** The City shall, upon written request and with the submittal of all appropriate and supporting documentation, reimburse Employee for all reasonable employment-related expenses; including, but not limited to mileage, travel expenses, and lodging, pursuant to the City's policies concerning said expenses as they currently exist, or as they may be amended or modified during the term of this Agreement. City shall also pay the cost of professional association memberships of the Employee while employed by the City with prior authorization from the City Manager.
- F. **Short Term/Long Term Disability:** Employee shall be enrolled into an established City insurance as provided to other administrative employees.
- G. **Technology Stipend:** Employee shall be paid annually each July 1st, five hundred (500.00) stipend to assist with costs associated with performing in this position such as but not limited to cell phone, laptop, or tablet device, etc.
- H. **Other Items:** Employee shall also be entitled to any other benefit as provided to all other administrative employees pursuant to the City of Marine City Personnel Policies and Procedures in place or as may be amended periodically.

Section VI -- Termination and Severance Pay

Employee acknowledges and understands that the office of Treasurer/Finance Director is one which, pursuant to Section 3.7 the City Charter and applicable City Ordinances and Policies is held at the pleasure of the City Manager and may be discharged at any time for any reason, or for no reason. This is an At Will relationship. With respect to termination and severance pay, the City and the Employee agree as follows:

- A. Nothing contained herein shall limit, prevent, or otherwise interfere with the right of the City to terminate the services of Employee at any time subject only to the provisions of paragraphs C and D of this section.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from the Employee's position with the City, subject only to the provisions of paragraph F of this section.
- C. The parties of this employment contract specifically acknowledge and agree that this Agreement is "at will" and therefore may be terminated by either party upon written notice without any requirement of a showing of "just cause" and that no representation, statement, practice, or policy, either

expressed or implied shall impose a "just cause" standard upon the City. Employee shall be entitled to any appeal or hearing as allowed by City Charter, Ordinance, or approved Policy.

- D. In the event the Employee is terminated by the City at any time more than two (2) years after the full execution of this Agreement and during such time that the Employee is willing to perform the duties of Treasurer/Finance Director, the City shall provide severance pay equivalent to three (3) months of Employee's annual base salary. The City shall not, however, be required to pay said sum to Employee until such time as the Employee receives, reviews, and executes a full and complete release of any and all potential claims, known or unknown, against the City and its representatives in a form acceptable to the City Attorney.
- E. Notwithstanding the provisions above, the City may terminate this Agreement at any time and without the payment of any severance pay under the following conditions:
 - 1. If the Employee is convicted of any illegal act involving personal gain to the Employee at the expense of the City; or
 - 2. If the Employee is convicted of any felony.
- F. In the event Employee voluntarily resigns the Employee's position with the City, Employee shall give a minimum of 30 days notice, but shall endeavor to provide additional notice where possible. Such voluntary resignation shall not entitle Employee to the severance pay referred to in paragraph D above or any other severance payment whatsoever.

Section VII -- Evaluation & Salary Review

Employee shall be evaluated annually, or semi-annually, on or near the date of hire, based on the criteria and the evaluation process established by the City Manager with input from the Employee. The Employees' annual salary may be adjusted, but not reduced, annually within the budgetary provisions approved by the City Commission upon recommendation of the City Manager.

Section VIII -- Strict Compliance with the Agreement

The failure of either party to insist on strict performance of any covenant or condition of this Agreement shall not be construed as a waiver of such covenant or condition in any other instance. Further, the provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan and the provisions thereof governing the conduct of personal services being rendered by the parties hereto. The parties agree that the appropriate venue for any litigation concerning any aspect of this Agreement is the St. Clair County Circuit Court. This Agreement contains the entire contract between the parties and

supersedes any and all other agreements between them. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his/her or its dealing with the other. The parties agree that this Agreement shall be deemed to be mutually drafted.

Section IX -- Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Employee and supersedes any and all prior agreements, oral or written.

Section X -- Michigan Law

This Agreement shall be governed by and construed according to the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written, acknowledging and accepting the terms and conditions set forth herein.

Employee:

City of Marine City

By: _____
Employee

By: _____
City of Marine City Mayor with approval
By the City of Marine City Commission at
Meeting dated the 1st day of June, 2023

Objective

To obtain a responsible career opportunity to fully utilize my municipal and finance training and skills, while making a significant contribution to the success of the City.

Experience

Fiscal Services Manager

November 2021 - Present East China School District, East China, MI

- Coordinate and perform activities required for annual financial audit
- Perform accounting for grants including budgeting, reconciling, reimbursements (NEXSYS or RESA), and financial reports required by grant agencies and in compliance with grant guidelines
- Assist Federal and State Grants Coordinator and Special Education Director with grant financial records and meet grant deadlines
- Stay abreast of federal, state, and local statutes, policies, regulations, and procedures related to grants
- Ensure compliance with District cash receipt, disbursement procedures, and monitor District cash flow
- Supervise and review the posting of revenues and expenditures of the general fund
- Maintain District chart of accounts to ensure compliance with the Michigan Department of Education Accounting Manual
- Provide oversight of the accounting program and act as a liaison between the District and St. Clair County RESA
- Monitor and manage accounts receivable
- Prepare designated financial reports including annual FID submission, SE4094, SE4096, At-risk reporting, and quarterly Medicaid reporting
- Monitor district's purchase card transactions and prepare for monthly posting
- Assist in budget preparation
- Monitor facility use and be district wide liaison
- Prepare monthly bank reconciliation statements/items
- Assist with processing District's ACH payments

Community Development Program Administrator

July 2019 – November 2021 City of Port Huron, Port Huron, MI

- Manage federal grant funding allocated to the City and annual budget of \$1,000,000
- Submit all required documentation to Federal Housing and Urban Development and follow all Federal Regulations and mandates of funding.
- Prepare annual action plans and annual performance evaluation, submit to City Council, and send approvals to Federal Housing and Urban Development
- Monitor spending of funds to guarantee timeliness of funds
- Maintain efficiency of grant programs, making changes to documents and requirements as needed
- Approve payables and payroll for the Planning Department
- Supervise Community Development employees
- Handle complaints and customer service issues submitted
- Prepare City Council resolutions and documents being submitted by the Community Development Departments
- Support staff in other departments when needed

Planning Administrative Assistant

June 2012-July 2019 City of Port Huron, Port Huron, MI

- Prepare reports and packets for boards and commissions including, Planning Commission, Historic District Commission, Zoning Board of Appeals, Brownfield Redevelopment Authority, Port Huron Neighborhood Housing Corporation, Local Development Finance Authority, Tax Increment Finance Authority, and Rental Board of Appeals.
- Department liaison with BS&A program
- Prepare City Council resolutions, ordinances, and documents being submitted by the Planning and Community Development Departments
- Support staff for division clerks in Planning, Rental, and Code Enforcement
- Coordinate economic tools such as NEZ, OPRA, Brownfield Redevelopment, and grants through the MEDC

Lead Customer Service Representative

May 2011-June 2012 Talmer Bank and Trust, Kimball, MI

- Supervise and coach four customer service representatives
- Maintain banking center cash vault
- Perform tell duties on a regular basis
- Handle customer service issues
- Handle account maintenance
- Perform teller duties on a regular basis
- Balance a daily cash drawer

Customer Service Manager

October 2006-May 2011 Fifth Third Bank, St. Clair/Romeo, MI

- Manage and coach five customer service representatives
- Complete monthly branch audit
- Handle all customer service issues
- Handle account maintenance
- Manage financial center when manager is out of the office
- Create and provide monthly reports to regional team
- Manage branch profit and loss statement
- Perform teller duties when needed

Education**Walsh College, Troy, MI**

January 2009-April 2012

- Completed bachelors of business administration degree (minoring in business management) in April 2012.

St. Clair County Community College, Port Huron, MI

August 2005-May 2009

- Completed associates degree in business management in December 2008.

Skills

- High-level computer proficiency including BS&A software
- High-level ability to perform independently and proficiently
- Ability to learn quickly and independently
- High-level ability to coach and train others
- High-level time management and priority skills
- Ability to speak confidently in public settings
- Strong problem solving skills
- Notary Public