



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

Monday, February 22, 2021

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment

Marc Weinrick, Downtown Development Authority, for an unexpired term ending 01-01-25

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

2. Consent Agenda

2.a. Approve the minutes of the February 8, 2021 regular Commission meeting.

2.b. Approve the total bills payable in the amount of \$3,574,003.86

2.c. Articulated Wheel Loader Purchase

2.d. KBIC Funding for the YMCA

2.e. Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

2.f. Sale of Surplus Equipment

2.g. UPSET Lease Agreement

New Business

3. Water Use Ordinance Update

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

This meeting will be live on Marquette Charter Cable Channel 191 and will be broadcast (subject to temporary programming) as follows: Tuesday at 11a.m. and 6p.m.; Wednesday at noon and 8 p.m.; Thursday at 4 a.m. and 1 p.m.; Friday at 6 p.m.; Saturday at noon; and Sunday at 8 a.m. and 4 p.m.

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette Board/Committee Application

Applicant Name as it Appears on License

Marc Austin Weinrick

Driver's License Number:**What board/committee would you like to apply for?**

Downtown Development Authority

Email

marcweinrick@gmail.com

Home Phone

(773) 318-9973

Home Address

145 W. Ridge St
Marquette, Michigan
United States

Occupation

Acupuncturist

Business Name

MQT Acupuncture and Bodywork

Business Phone

(773) 318-9973

Business Address

1055 W. Baraga Ave. Suite C
Marquette, Michigan
United States

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

No

Please describe your education/credentials:

MSHS Graduate 1996

Bachelors of Arts 2001 - Western Michigan University

Bachelors of Science 2010 - Midwest College of Oriental Medicine (Chicago, IL)

Masters of Science 2010 - Midwest College of Oriental Medicine (Chicago, IL)

What are your professional activities that relate to this board/committee?

Resident and property owner of downtown Marquette

Potentially moving my business into downtown

Strong desire to help the community grow in a sustainable way

What community activities are you involved in that relate to this board/committee?

Volunteer for Marquette Beautification Committee and Historical Preservation Award recipient

Past booth holder at Blueberry Festival

Living downtown gives me a unique perspective and insight on what happens here 24/7

Why are you interested in serving on this board/committee?

I would like to see the downtown continue to flourish, and be a destination of repute.

What talents or experience would you bring to the board/committee?

As someone who was born and raised in Marquette, I can remember what it was like many years ago in my youth. Seeing what the downtown has become is one of the reasons we (my wife and I) chose to move here and raise our family.

As a property owner who took on a major renovation of a historic building in the heart of down town, I am already quite familiar with building regulations for the CBD and 3rd St. corridor. (see:

<https://www.youtube.com/watch?v=8l9k8zBBano>)

I would like to add my voice to the conversation about what happens in our neighborhood.

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member of a City advisory board or committee?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

Yes

Signature



Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

01/26/2021



City of Marquette, MI

300 West Baraga Avenue
Marquette, Michigan 49855

Meeting Minutes City Commission Meeting

Monday, February 8, 2021
6:00 PM

Commission Chambers (Zoom Video Conferencing)

Call to Order, Pledge of Allegiance and Roll Call

Present: Mayor Smith. Mayor Pro Tem Hill. Commissioners Bonsall, Davis, Hanley, Mayer and Stonehouse.

All members attended via videoconferencing. Six were physically located in the City of Marquette, while Commissioner Mayer was exempted under the Michigan Open Meetings Act from disclosing his location.

Approval of the Agenda

Commissioner Evan Bonsall moved to Approve the agenda as presented, seconded by Commissioner Sally Davis and Carried Unanimously.

Announcements

Mayor Smith had no announcements for tonight's meeting.

Boards and Committees

1. Appointments

Steven Schmunk, PWPL Board of Trustees, unexpired term ending 5-01-23
Cesar Escobar, PI Park Advisory Committee, unexpired term ending 4-01-23
Robert Caron, Downtown Development Authority, term expiring 1-01-24

Commissioner Sally Davis moved to Authorize the appointments as listed, seconded by Commissioner Cody Mayer and Carried Unanimously.

2. Reappointments

Aaron Andres, Planning Commission, term expiring 2-15-24
Michael Larson, Planning Commission, term expiring 2-15-24
Ellen Weingarten, Parks and Recreation Advisory Board, term expiring 1-29-24
Alex Tiseo, Parks and Recreation Advisory Board, term expiring 1-29-24
James Susorney, Parks and Recreation Advisory Board, term expiring 1-29-24

Commissioner Jessica Hanley moved to Authorize the reappointments as listed, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

As the meetings are still being held without the public present, residents were given the opportunity to call in and speak or submit written public comments to be read during the meeting.

The following citizens submitted written comments:

Margaret Brumm noted that several of tonight's items include requests for unbudgeted items and asked what impacts these expenses may have on the City's budget moving forward.

Jude Catallo wrote in to ask the Commission to adopt a resolution opposing the vertical launch spaceport being planned near Granot Loma in northern Marquette County.

Judi Cornfoot wrote, opposing the concept of eliminating or changing the City's overnight winter parking ban. She noted that the City has higher housing prices than neighboring areas for several reasons, including the presence of the hospital and the university.

Dennis Ferraro, president of Citizens for a Safe & Clean Lake Superior, wrote in to oppose the vertical launch site.

Keith Glendon wrote with his opinions on the report from the Ad Hoc Housing Committee, warning that density should not be the only solution and noting that he would like to see creative solutions proposed.

Patricia Vacilek wrote to request the City clarify to the Governor that the Commission does not support the vertical launch site.

James Roach, from Montana, wrote in opposing the launch site proposed near Granot Loma.

Presentation(s)

3. Marquette Housing Commission, by Jackie Stark

Jackie Stark, representing the Marquette Housing Commission, presented that board's annual update. Stark and MHC director Sharon Maki provided an update on the MHC activities and future plans.

Commissioners asked about the RAD conversion and the new funding system, planned maintenance for building improvements, makeup of the population served by the MHC and broader community housing goals.

Public Hearing(s)

4. Rezoning of Five Improperly Zoned Properties - Roll Call Vote

There was one written comment for the public hearing, submitted by Margaret Brumm. Ms. Brumm asked for an explanation as to how this zoning mistake occurred, and whether the City has reviewed other properties to ensure other mis- zonings haven't been overlooked.

Commissioner Bonsall said this issue stems from a simple mistake made during a very large and complicated process. It was expected, he said, that the City would need to make efforts to make minor corrections, such as this one, to the Land Development Code.

Commissioner Evan Bonsall moved to Approve the rezoning of 908 Center Street, 1700 Tracy Avenue, 1705 Schaffer Avenue, 1706 Schaffer Avenue, and 1829 Van Evera Avenue as recommended by the Planning Commission, seconded by Commissioner Cody Mayer and Carried Unanimously by Roll Call Vote.

5. Consent Agenda

Commissioner Fred Stonehouse moved to Approve the Consent Agenda as presented, seconded by Commissioner Jessica Hanley and Carried Unanimously.

5.a. Approve the minutes of the January 25, 2021 regular Commission meeting.

5.b. Approve the total bills payable in the amount of \$1,385,625.96

5.c. Novatime Software Solution

5.d. UPSET Lease Agreement

Unfinished Business

6. RFP 21-01: City Manager Search Consultant Award

Mayor Pro Tem Jenn Hill moved to Approve the selection of Walsh Municipal Services, LLC of Okemos, Mich. as the City Manager Search Consultant, authorize the Mayor and Clerk to sign the Professional Services Contract and approve the corresponding budget adjustment, seconded by Commissioner Jessica Hanley and Carried Unanimously.

Frank Walsh was present at the meeting. Following the vote, he said he will spend time working with Commissioners and City staff to create a community profile. After that, he will begin efforts to solicit candidates for the job, before returning to the Commission.

7. Michigan Coastal Management Grant Agreement

Mayor Pro Tem Hill asked about the plans for the property, and how this grant relates to the work plans recently shared by Baird Engineering. City Manager Angeli said the grant was applied for a while back and the City just recently received notice of the approval. He said the City will work with Baird to make sure the plans tie together.

City Manager Angeli said staff would be updating the Commission throughout this process.

Commissioner Fred Stonehouse moved to Approve the Michigan Coastal Management Grant Agreement and a budget adjustment of \$167,469 in matching funds, and authorize the City Manager to sign the agreement, seconded by Commissioner Sally Davis and Carried Unanimously.

New Business

8. Firefighters' Labor Agreement

Commissioner Cody Mayer moved to Approve the new three-year contract with the Marquette Firefighters Association, authorize the City Clerk and the Mayor to sign the Agreement and approve the corresponding budget adjustment, seconded by Commissioner Jessica Hanley and Carried Unanimously.

9. Fire Department Wage Correction

Commissioner Evan Bonsall moved to Approve the payment of back wages to the firefighters in an amount of \$11,974.36 from the period of Oct. 28, 2018 until current and approve the corresponding budget adjustment, seconded by Commissioner Cody Mayer and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Dennis Ferraro called in to the meeting, expressing his displeasure about the proposed vertical launch site. He spoke of the importance of the natural beauty of the area and said he was available for questions if anyone has them.

Anthony Boyle also called in, and voiced concerns over local housing issues, highlighting the cost of housing in Marquette. He said he appreciates the work of the ad-hoc housing commission, and said it's impossible to find a way to solve the housing issue through market forces, because the issues were caused by the market.

Margaret Brumm wrote, asking if Commissioners are planning to request snow plow ride-alongs.

Comments from the Commission

2763

City of Marquette

Commissioner Hanley said that, in response to the comment from Margaret Brumm, she had spoken to a plow driver to discuss the impacts of potentially altering the overnight parking ban. She said this was a good conversation, and that it's important to note that these are only preliminary discussions, and there is no plan to remove the parking ban.

She did note that she had these chats in lieu of a ride-along in part because she thinks joining a City plow driver in the cab of the truck would be contrary to the State's current health and safety guidance.

Mayor Pro Tem Hill discussed agreed on the concept of riding in a plow truck, and spoke on the current state of the COVID-19 response. She also discussed recent work to demolish the Presque Isle Power Plant, and said Michigan's EGLE had become involved, due to the excessive dust and debris related to the demolitions work.

Commissioner Mayer agreed with plow comments, and noted that he had received the COVID-19 vaccine. He urged everyone to get the vaccine as soon as possible.

Commissioner Stonehouse spoke on the vaccine, and said he would hope that to not see a recommendation from the Ad Hoc Housing Committee related to the winter parking ban.

Commissioner Bonsall said he would hope to receive updates on the power plant demolition, as he has heard concerns from the community. Turning to the parking issue, he then read verbatim from the report of findings distributed by the Ad Hoc Housing Committee, which stated the committee would support a re-evaluation of the parking ban and may support limited on-street parking. Bonsall noted that any move to change anything would require extensive consultation with City staff and the support of the City Commission. He said the contact information for all Commissioners is online and that he would support as much public discussion on these topics as possible.

Commissioner Davis welcomed Frank Walsh and said that the task of hiring a new city manager is the most important thing this Commission will undertake. She said that during discussions of housing and parking, it's important to make sure the solutions are specific to Marquette. She said this is an important issue, and asked people to continue sharing their opinions.

Mayor Smith said all Ad Hoc Housing Committee recommendations are simply initial recommendations. Once the report is finalized, it is still just a collection of recommendations that will be individually evaluated and any changes will be implemented on a case-by-case basis - this is a slow process and will take some time. She also stated that she was not going to be asking to ride in a plow truck at this time, because the Commission was not currently considering changing the winter parking ban and because health and safety guidelines make it irresponsible to sit unnecessarily for an extended period of time in an enclosed space with other people.

Comments from the City Manager

City Manager Angeli had no comments.

Adjournment

Mayor Smith adjourned the meeting at 7:59 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/22/2021

Consent Agenda **Articulated Wheel Loader Purchase**

BACKGROUND:

The Department of Public Works utilizes eight front-end loaders to maintain City streets, parking lots, dead ends, alleys, fire hydrants, water pumping stations, and parks. They are also used to load trucks during the summer and winter months with sand, salt, snow, etc. Staff recommends replacing unit #695, a 2000 Case loader with 12,200 hours, that is out of service due to its age and condition and unit #733, a 2003 Case Loader with 12,400 hours, which has become undependable due to its age and condition. Both units require extensive repairs that exceed their value. Replacement of the loaders was included in the FY 20/21 capital outlay process.

City staff researched equipment specifications from several manufacturers looking to ensure that the new loaders would address the needs of Public Works and provide 15 years of service at reduced maintenance levels when compared to the units being replaced. After thorough research, it was determined that Caterpillar loaders met the necessary requirements and offer the best value to the City. By selecting Cat loaders, the City will also realize service part and repair tool commonality with approximately 75% of the existing loader fleet, which will significantly decrease equipment downtime.

The City is currently a member of the Sourcewell Purchasing Program, which is a national public service agency that provides cooperative purchasing assistance for state and municipal entities and is similar in function to the State of Michigan purchasing program known as MI-DEAL. By utilizing the Sourcewell Purchasing Program, the loader purchase will be routed through the regional Cat dealer, Fabick Cat, located in Negaunee, Michigan. In addition, the City will realize an estimated 24% in savings when compared to MSRP. The loaders recommended for purchase are as follows:

Fabick Cat of Negaunee, MI	CAT Model 938M	\$260,350.15
Fabick Cat of Negaunee, MI	CAT Model 930M	\$198,252.45

FISCAL EFFECT:

The Motor Pool Fund capital outlay budget for FY 21 contains \$480,000 for this purchase.

RECOMMENDATION:

Authorize City staff to utilize the Sourcewell Purchasing Program to purchase one new 3 ½ YD Articulated Wheel Loader and one new 2 ½ YD Articulated Wheel Loader from Fabick Cat of Negaunee, Michigan in an amount not-to-exceed \$458,602.60.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/22/2021

Consent Agenda **KBIC Funding for the YMCA**

BACKGROUND:

Recently staff from the YMCA of Marquette County asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community (KBIC). They plan to ask the Tribe for \$6,000 to assist the YMCA's youth programs for low-to-moderate income families throughout Marquette County. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the KBIC Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette, but is a contribution to the YMCA.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of \$6,000 to assist the YMCA's youth programs for low-to-moderate income families and individuals throughout Marquette County.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ YMCA KBIC Request
- ▣ YMCA KBIC Agreement



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FOR SOCIAL RESPONSIBILITY

YMCA OF MARQUETTE COUNTY

BOARD OF DIRECTORS

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Jason Lee

Carolyn McDonald

Christine Pesola

Dr. Chelsa Ray

Steven Salyer

Amanda Specker

February 2, 2020

Mr. Michael Angeli
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mr. Angeli and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Keweenaw Bay Indian Community (KBIC). Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting \$6,000 in funding from KBIC to support our before and afterschool programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at (906) 227-9622 or email at jzdunek@ymcamqt.org

Sincerely,

Jenna Zdunek
Chief Executive Officer
jzdunek@ymcamqt.org

YMCA OF MARQUETTE COUNTY
1420 Pine Street, Marquette MI 49855
P 906 227 9622 F 906 227 9248
WWW.YMCAMQT.ORG

Tax ID Number: 38-3211419
No goods and services were provided in consideration, in whole or in part, for this gift

To put Christian principles into practice through programs that build a healthy spirit, mind and body for all.

AGREEMENT

This Agreement is entered into this 9th day of February, 2021, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides financial assistance to low-to-moderate income youth for before and after school and pre-school programs, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

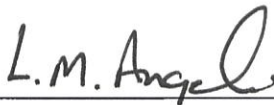
WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of \$6,000 from the Keweenaw Bay Indian Community, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$6,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: 2/9/21



By: L. Michael Angeli
Marquette City Manager

Dated: 2/9/21



By: Jenna Zdunek
Chief Executive Officer
YMCA of MARQUETTE COUNTY

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/22/2021

Consent Agenda

Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

BACKGROUND:

Recently staff from the YMCA of Marquette County asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$6,000 to assist the YMCA's youth programs for low-to-moderate income families throughout Marquette County. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette, but is a contribution to the YMCA.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$6,000 to assist the YMCA's youth programs for low-to-moderate income families throughout Marquette County.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ YMCA Sault Tribe Request
- ▣ YMCA Sault Tribe Agreement



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YMCA OF MARQUETTE COUNTY

BOARD OF DIRECTORS

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Dan Carpenter

Kara Damm

Bill Davis

Alfred Hendra

Travis Hongisto

Greg Jones

Joy Lambros Caron

Jason Lee

Carolyn McDonald

Christine Pesola

Dr. Chelsa Ray

Steven Salyer

Amanda Specker

January 28, 2021

Mr. Michael Angeli
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mr. Angeli and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Sault Ste. Marie Tribe of Chippewa Indians (SSMTCI). Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting \$6,000 in funding from the SSMTCI to support our before and afterschool programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at (906) 227-9622 or email at jzdunek@ymcamqt.org.

Sincerely,


Jenna Zdunek
Chief Executive Officer
jzdunek@ymcamqt.org

YMCA OF MARQUETTE COUNTY
1420 Pine Street, Marquette MI 49855
P 906 227 9622 F 906 227 9248
WWW.YMCAMQT.ORG

Tax ID Number: 38-3211419
No goods and services were provided in consideration, in whole or in part, for this gift

AGREEMENT

This Agreement is entered into this 3 day of Feb., 2021, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides financial assistance to low-to-moderate income youth for before and after school and pre-school programs, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

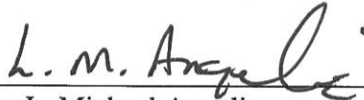
WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

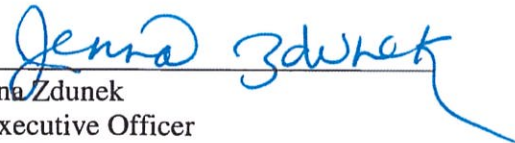
1. That for and in consideration of the payment by the City to the YMCA of the sum of \$6,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$6,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: 2/3/21


By: L. Michael Angeli
Marquette City Manager

Dated: 2/3/21


By: Jenna Zdunek
Chief Executive Officer
YMCA of MARQUETTE COUNTY

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/22/2021

Consent Agenda
Sale of Surplus Equipment

BACKGROUND:

Motor Pool staff has determined that both a 2000 and a 2003 Case loader has exceeded their useful service life and should be removed from the fleet. Both pieces of equipment have been recommended for sale due to high usage hours and significant maintenance issues.

FISCAL EFFECT:

Proceeds from the sale of this vehicle will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare a 2000 Case 821C Loader and a 2003 Case 621D Loader as surplus and, authorize City staff to prepare the vehicles for trade-in or auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/22/2021

Consent Agenda **UPSET Lease Agreement**

BACKGROUND:

At its May 8, 2017 meeting, the City Commission approved a lease agreement with the Upper Peninsula Substance Enforcement Team (UPSET) for leased office space. The term of the lease was three (3) years and with a renewal for an additional three (3) years upon the mutual written agreement of Lessor and Lessee.

Recently staff from the Upper Peninsula Substance Enforcement Team contacted the City requesting to renew the three-year lease.

The proposed lease agreement was introduced at the Commission's February 8, 2021 meeting and approved as recommended to move the lease agreement forward to the February 22, 2021 meeting.

FISCAL EFFECT:

The City will realize monthly revenue in the amount of \$750 for the life of the contract.

RECOMMENDATION:

Approve the lease agreement with the Upper Peninsula Substance Enforcement Team, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ UPSET Lease Agreement
- ▣ UPSET Insurance
- ▣ UPSET Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **UPPER PENINSULA SUBSTANCE ENFORCEMENT TEAM**, of P.O. Box 86, Marquette MI 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the City Hall building, located at 300 W. Baraga Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space, meeting rooms, a lounge and a training room as shown in Exhibit "A" located in the lower level of the City Hall building in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".
- 1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.
- 1.3 Lessee shall have access to the Premises during all hours that City Hall is open to the public, and shall have access to the Premises during non-public hours only from the lower/"Police Station" entrance to the building.
- 1.4 Lessee shall not install any signage within the Premises or outside or within the City Hall building without approval from Lessor, consistent with Lessor's City's sign ordinance. In the event Lessee installs any signage within the Premises or outside or within the City Hall building, lessee shall dismantle, dispose of and restore any damaged areas caused by signage at the end of the Lease term.

2. Term of Lease

- 2.1 The term of this Agreement shall be for a period of three (3) years beginning February 23, 2021 and ending February 22, 2024; and may be renewed by written mutual consent of the parties for (3) year terms upon terms and conditions as agreed upon by the parties.

3. Rent

- 3.1 The monthly rental amount shall be \$750.00 due in advance on the first day of each month.
- 3.2 Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

- 3.3 The rental amount is subject to annual reviews by Lessor and may be increased upon written consent of the parties.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only for Law Enforcement operations, and not for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the City Hall building or any part of it (ordinary wear and tear excepted);
- d) interfere with normal operations of the City Hall building's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other City Hall building uses;
- g) alter the appearance of the City Hall building's exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;
- h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
- i) permit refuse to accumulate in or around Premises; and,
- j) obstruct entry ways.

- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws as needed to comply with Lessee's intended use of the Premises.

5. Use of Common Areas by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same, rules providing for safety and maintenance, and changes in the layout of common areas.
- 5.2 Lessee, upon the written approval of the Lessor's Chief of Police or his designee, shall also have non-exclusive right (this right to be shared with Lessor's Police Department) to use all common areas within the Police Department and to use shared storage areas within Lessor's Police Department.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and on or in the City Hall building Arena. All signage approved by Lessor shall be maintained in good condition and repair, and shall be removed by Lessee no later than 15 days following termination of the Lease term without causing damage to the Premises or the City Hall building.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the City Hall building and contents therein.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the City Hall building by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the City Hall building is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the City Hall building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee may assign or sublet the Premises upon written approval by Lessor's Chief of Police or his designee.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

11. Covenant of Quiet Enjoyment

- 11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

12. Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 14.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written.

LESSOR
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

L. Michael Angeli, City Manager

LESSEE
UPPER PENINSULA SUBSTANCE
ABUSE TEAM



By: Timothy Sholander, D/Lt.
Its:

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY MCNAMARA INSURANCE AGENCY INC
01-0763-00 MKT TERR 001 989-732-6471

Renewal Effective 11-13-2020

POLICY NUMBER 024670-33134726-20

INSURED UPPER PENINSULA SUBSTANCE
ENFORCEMENT TEAM ('UPSET')

Company Use 33-46-MI-0211

ADDRESS PO BOX 86

Company
Bill

Policy Term

12:01 a.m. 12:01 a.m.
11-13-2020 to 11-13-2021

MARQUETTE MI 49855-0086

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Offices

Entity: Not For Profit

Program: Special

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$1,073.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$310.00
TOTAL	\$1,383.00
PAID IN FULL DISCOUNT	\$138.00
TOTAL POLICY PREMIUM IF PAID IN FULL	\$1,245.00

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

IL0017 (11-85) 55000 (07-12) 59390 (11-20)

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE**Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0004 - BUILDING 0001**Location:** 300 W Baraga Ave, Marquette, MI 49855-4712**Secured Interested Parties:** None**Rating Information**

Territory: 520

County: Marquette

Program: Special

Construction: Masonry

Protection Class: 04

Class Code: 0702

Class Rate - Pers Prop: 0.214

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$27,540		
Causes of Loss					
Basic Group I	90%	\$500		0.166	\$46.00
Basic Group II	90%	\$500		0.082	\$23.00
Special	90%	\$500		0.154	\$42.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	59350 (01-15)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64298 (01-18)	64299 (01-18)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0004 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$1.00
LOCATION 0004	\$112.00

LOCATION 0005 - BUILDING 0001**Location:** 410 Ludington St, Escanaba, MI 49829-3924**Secured Interested Parties:** None

Auto-Owners Ins. Co.

Issued 10-07-2020

AGENCY MCNAMARA INSURANCE AGENCY INC
01-0763-00 MKT TERR 001Company POLICY NUMBER 024670-33134726-20
Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

Rating InformationTerritory: 210
Program: Special
Protection Class: 04
Class Rate - Pers Prop: 0.214County: Delta
Construction: Masonry
Class Code: 0702

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$21,640		
Causes of Loss					
Basic Group I	90%	\$500		0.232	\$50.00
Basic Group II	90%	\$500		0.086	\$19.00
Special	90%	\$500		0.167	\$36.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	59350 (01-15)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64298 (01-18)	64299 (01-18)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0005 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$1.00
LOCATION 0005	\$106.00

LOCATION 0006 - BUILDING 0001

Location: 1715 Sheridan Rd, Escanaba, MI 49829-1800

Occupied As: Pole Building

Secured Interested Parties: None

Rating InformationTerritory: 210
Program: Special
Protection Class: 04
Class Rate - Building: 0.299County: Delta
Construction: Frame
Class Code: 0567
Class Rate - Pers Prop: 0.457

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$34,000		
Causes of Loss					
Basic Group I	90%	\$500		0.321	\$109.00
Basic Group II	90%	\$500		0.183	\$62.00
Special	90%	\$500		0.168	\$57.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included
PERSONAL PROPERTY			\$33,560		
Causes of Loss					
Basic Group I	90%	\$500		0.454	\$152.00
Basic Group II	90%	\$500		0.076	\$26.00
Special	90%	\$500		0.142	\$48.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	59350 (01-15)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64299 (01-18)	64298 (01-18)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0006 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$5.00
LOCATION 0006	\$459.00

LOCATION 0007 - BUILDING 0001

Location: 1930 Us Highway 41 W, Marquette, MI 49855-3269

Secured Interested Parties: None

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

Rating Information

Territory: 520

County: Marquette

Program: Special

Construction: Frame

Protection Class: 04

Class Code: 0567

Class Rate - Building: 0.299

Class Rate - Pers Prop: 0.457

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$59,600		
Causes of Loss					
Basic Group I	100%	\$500		0.164	\$98.00
Basic Group II	100%	\$500		0.131	\$78.00
Special	100%	\$500		0.096	\$57.00
Theft	100%	\$500			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included
PERSONAL PROPERTY			\$53,650		
Causes of Loss					
Basic Group I	100%	\$500		0.186	\$100.00
Basic Group II	100%	\$500		0.040	\$21.00
Special	100%	\$500		0.071	\$38.00
Theft	100%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

59350 (01-15)	54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64299 (01-18)	64298 (01-18)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0007 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$4.00
LOCATION 0007	\$396.00

Auto-Owners Ins. Co.

Issued 10-07-2020

AGENCY MCNAMARA INSURANCE AGENCY INC
01-0763-00 MKT TERR 001Company POLICY NUMBER 024670-33134726-20
Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59350 (01-15)	CG0168 (10-92)	IL0017 (11-85)	55146 (06-04)
IL0021 (07-02)	CG2106 (05-14)	CG2152 (04-13)	CG0001 (04-13)	55513 (05-17)
CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	IL0286 (04-17)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	59325 (12-19)	59390 (11-20)	

LOCATION 0004 - BUILDING 0001**Location:** 300 W Baraga Ave, Marquette, MI 49855-4712**Territory:** 006**County:** Marquette

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 1,500 1,500	Each 1000 57.216 1.555	\$86.00 \$2.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0004 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$1.00
LOCATION 0004	\$89.00

LOCATION 0005 - BUILDING 0001**Location:** 410 Ludington St, Escanaba, MI 49829-3924**Territory:** 006**County:** Delta

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 720 720	Each 1000 57.216 1.555	\$41.00 \$1.00

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0005 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	INCLUDED
LOCATION 0005	\$42.00

LOCATION 0006 - BUILDING 0001

Location: 1715 Sheridan Rd, Escanaba, MI 49829-1800

Territory: 006

County: Delta

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 1,200 1,200	Each 1000 57.216 1.555	\$69.00 \$2.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0006 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$1.00
LOCATION 0006	\$72.00

LOCATION 0007 - BUILDING 0001

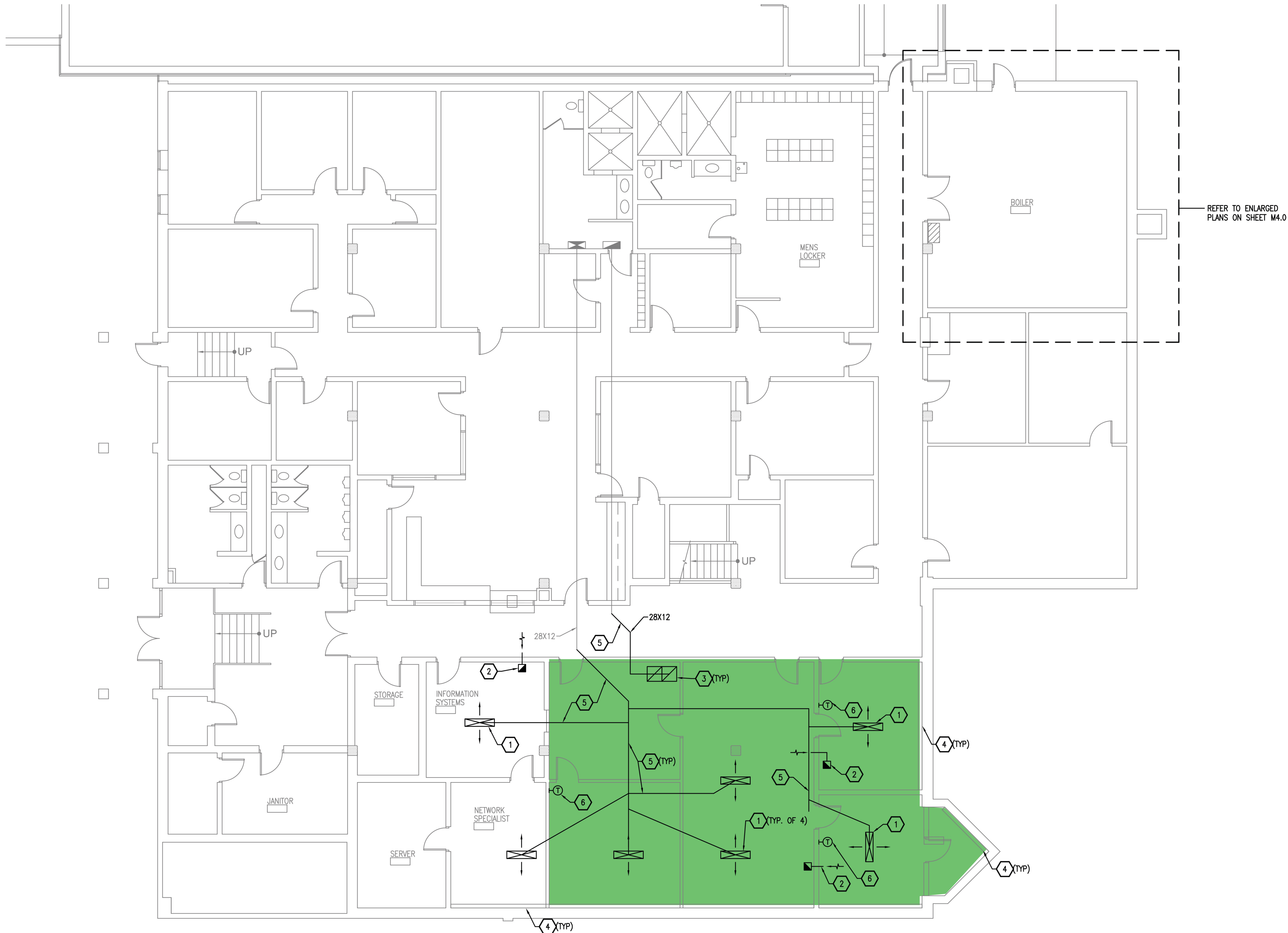
Location: 1930 Us Highway 41 W, Marquette, MI 49855-3269

Territory: 006

County: Marquette

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 1,800 1,800	Each 1000 57.216 1.555	\$103.00 \$3.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0007 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$1.00
LOCATION 0007	\$107.00



**BASEMENT
MECHANICAL DEMOLITION PLAN**
SCALE: 1/8" = 1'-0"



GENERAL NOTES

- EXISTING CONDITIONS SHOWN WERE OBTAINED FROM ORIGINAL CONSTRUCTION DOCUMENTS & SITE VISITS TO FIELD VERIFY CONDITIONS WHEREVER POSSIBLE. CONTRACTORS SHALL VISIT SITE TO ASCERTAIN EXISTING CONDITIONS FOR THEMSELVES PRIOR TO SUBMITTING A BID.
- MECHANICAL CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF ALL CEILING TILES IN AREAS OF WORK ABOVE CEILING.
- MECHANICAL CONTRACTOR SHALL VACUUM AND CLEAN EXISTING DUCTWORK THAT IS BEING REUSED AS NEEDED.

KEYNOTES

- REMOVE EXISTING SUPPLY DIFFUSER.
- REMOVE EXISTING TRANSFER GRILLE AND DUCT.
- REMOVE EXISTING RETURN DIFFUSER.
- EXISTING FINTUBE RADIATION TO REMAIN.
- REMOVE PORTION OF DUCTWORK AS SHOWN.
- REMOVE EXISTING THERMOSTAT CONTROLLING FINTUBE RADIATION.

BY	DATE	NO.	REVISIONS	DATE
DESIGN	05.10.17	0	CONTRACTOR BIDS	05.17.17
DRAWN	05.10.17	1	ISSUED FOR PERMITS	09.15.17
CHECKED	05.16.17	2	ISSUED FOR PERMITS	10.25.17
APPROVED	05.16.17	3	MID-CONSTRUCTION	03.15.18

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/22/2021

New Business **Water Use Ordinance Update**

BACKGROUND:

The City of Marquette updated the Sewer Use Ordinance in 2020. The current Water Use Ordinance has not been updated in some time and requires a legal and technical review as well.

Mr. George Davis from Davis & Davis Law offices, PLC is recognized as a leader in this field and provided the review and recommendations for the Sewer Use Ordinance Update.

FISCAL EFFECT:

\$12,000 is budgeted in the Water Fund for this update.

RECOMMENDATION:

Approve a Professional Services Agreement with Davis & Davis Law Offices, PLC for a legal and technical review of the City of Marquette's current Water Use Ordinance in an amount not-to-exceed \$9,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this 22nd day of February 2021, between the City of Marquette, hereinafter called "City" and Davis and Davis Law Offices, a Michigan Corporation, hereinafter called "Consultant".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned the parties hereby agree as follows:

Article 1

Project Name

The name of the Project shall be: Water Ordinance Update.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to City (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project: July 1, 2021

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be paid as billed per the proposal requirements in an amount not to exceed \$9,000.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred upon project completion. The invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to City, suspend performance of services until all past due amounts are paid.

TERMINATION:

City, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by Consultant, upon fourteen (14) days written notice delivered to Consultant personally, by email or by certified mail at Consultant's address below.

Immediately after receiving such notice, Consultant shall discontinue advancing the services under this Contract and proceed to close the operations under this Contract. Consultant shall appraise the services it has completed and submit an appraisal to City for evaluation. City shall have the right to inspect Consultant's work to appraise the services completed.

Consultant shall deliver to City all drawings, specials provisions, field survey notes, reports, estimates and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

In the event of such termination or abandonment, Consultant shall be paid for services performed prior to receipt of said notice of termination, including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based on a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by Consultant and City. However, in no event shall the fee exceed that set forth above.

City shall make final payment within sixty (60) days after Consultant has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this contract is terminated, City shall have the option of completing the work or entering into a contract with another party for the completion of the work according to the provisions and agreements herein.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with Consultant regarding this contract or anyone for whom Consultant is legally liable.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to City. Each insurer shall have a

current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

A. General Clauses

1. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of City.

2. **Primary Coverage.** Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of Consultant's insurance and shall not contribute to it.

3. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

4. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.

5. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

7. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

8. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

Consultant retained by City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by Consultant under this Agreement shall remain the property of City and may be used by City for any other endeavor without the written consent of Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Mark O'Neill, Director of Municipal Utilities, is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on City and Consultant.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Signed this _____ day of _____, 2021.

CITY OF MARQUETTE

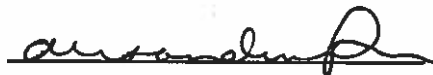
Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

Davis & Davis Law Offices PLC



Alexandra Price
Witness



By: George B. Davis

Its: Owner

Address: 2624 Elmwood Dr SE,
Grand Rapids, MI

Telephone #: 616-328-8900

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

L. Michael Angeli
City Manager

Suzanne Larsen
City Attorney

**LAWYERS PROFESSIONAL LIABILITY INSURANCE
POLICY DECLARATIONS****Policy Number**

20MCM1000415

Issuing CompanyMedmarc Casualty Insurance Company
4795 Meadow Wood Lane, Suite 335 West
Chantilly, VA 20151
(A Stock Company)**1 Named Insured and Address**Davis & Davis Law Offices PLC
2624 Elmwood Drive Southeast
Grand Rapids, MI 49506**2 Policy Period**Effective Date: 9/14/2020
Expiration Date: 9/14/202112:01 A.M. Standard Time at the address
of the Named Insured as stated herein.**3 Retroactive Date**

9/14/2015

Unless indicated otherwise in an
Endorsement attached to this **policy****4 Limit of Liability**\$1,000,000.00 Each Claim
\$1,000,000.00 Aggregate**5 Deductible**\$2,500.00 Each Claim
\$2,500.00 Aggregate**6 Premium**

\$2,422.00

7 Fees (if applicable)

\$0.00

Issue Date: 07/28/2020

DAVIS & DAVIS
Law Offices PLC
2624 Elmwood Dr SE
Grand Rapids, Michigan 49506

George B. Davis

Telephone: (616) 551-2304
Cell: (616) 308-8900
Email: georgebd@mac.com

PRIVILEGED AND CONFIDENTIAL

Sent Via Email Only

January 19, 2021

Mr. Mark O'Neill
Director of Municipal Utilities
City of Marquette, MI

Re: Proposal to Provide Legal Services Regarding City of Water Ordinance.

Dear Mr. O'Neill:

At your request, I have prepared this proposal to provide legal services to the City of Marquette, Michigan, for matters regarding review and revision of Article II ("Water") of Chapter 48 ("Utilities") of the City Code (hereinafter referred to as the City's "Water Ordinance").

Proposed Scope of Services

As discussed, the project for which you are presently seeking my services is to review and prepare recommended revisions to provisions of the City's current Water Ordinance for adoption by the City. This work would consist of the following primary steps:

1. Review the City's current Water Ordinance to determine which provisions are currently meeting (or not meeting) the City's needs, and, working with the City, identify issues or areas that the City would like to address in the revised Water Ordinance.
2. Depending on that review and the City's input and the scope of changes that would need to be adopted, the City and I would make an initial decision to either prepare a series of amendments to the current Water Ordinance provisions, or adopt a wholly new Water Ordinance.
3. Develop recommendations to amend the Water Ordinance, in whole or in part, to meet the City's needs, maximize the City's authority and flexibility to protect the City's water system and the public health and safety, consistent with applicable local, state, and federal laws and regulations.

DAVIS & DAVIS LAW OFFICES PLC

Mr. Mark O'Neill
January 19, 2021
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4. Review the proposed new draft Water Ordinance with the City and make any further required revisions or additions based on the City's input.
5. Prepare a final new Water Ordinance in ordinance form for adoption by the City (including amendment or repeal, as appropriate, of the City's current Water Ordinance).
6. If requested by the City, prepare an "executive summary" of the new Water Ordinance for information and review by the City during the ordinance adoption process.
7. Following adoption of the Water Ordinance, prepare an ordinance summary for publication in the newspaper as required by state law and applicable City ordinance requirements.

Staffing

I would personally conduct all legal work in connection with the above project on behalf of Davis & Davis Law Offices PLC. My efforts would be coordinated with City personnel, including the City Attorney. I have undertaken similar water ordinance work for numerous local governments across Michigan and my expertise in this area is recognized statewide. All of my current clients are Michigan municipal water or wastewater treatment systems. For further details regarding my background and experience, please refer to my resume, a copy of which is attached.

Fees for Anticipated Legal Services

I am proposing a combination of set and hourly fees for the anticipated legal services set forth above, as follows:

For preparation of the new Water Ordinance (including all of the tasks under Scope of Services, items 1 through 7, above), I will charge a not-to-exceed set fee of \$9,000.00.¹

¹ If, following my initial review and preliminary discussions with the City, I determine that the amount of work required to meet the City's needs is less than originally estimated, I will discuss with the City possibility of reducing set fee amount accordingly. In any case, the set fee assumes that no unusual complications arise or that there are no other delays caused by third parties or otherwise by forces outside of my control that require significant or unusual amounts of additional time to complete all of the tasks set forth for under the Scope of Work, above. If unforeseen complications or delays outside of my control do require such additional time, I would be compensated for the additional work on an hourly basis, plus standard charges and expenses, at the rate of \$145.00 per hour. However, I would not undertake any additional work exceeding the set fee amount without prior approval from the City.

DAVIS & DAVIS LAW OFFICES PLC

Mr. Mark O'Neill
January 19, 2021
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I will submit my bills to the City for direct payment to me by the City. If the City has any questions or comments on the bills I submit, please contact me immediately. The terms of the bills will be net 30 days, with interest charged monthly at the rate of 2% per month for all amounts outstanding. If the City questions the amount or any portion of a bill, the City agrees that it will pay the amount not in dispute on the terms noted above. I reserve the right to withdraw from my representation of the City if the bills are not paid.

Based on my current information and understanding, neither Davis & Davis Law Offices PLC nor I have any conflicts of interest or other ethical limitation that would limit my ability to fully and zealously represent the City's interests in this matter. Further, during the time that I continue to represent the City, I will not represent any person or entity on any matters adverse to the City's interests.

I believe that it is highly desirable at the outset of our representation to confirm by letter the terms of our engagement. Please examine this letter carefully and let me know immediately if you have any questions, concerns, or if it does not conform to your understanding of my representation of the City. If I have accurately stated our agreement, and the City decides to go forward with this proposal, please sign a copy of this letter at the bottom, and return it to me. If you have questions or comments, or would like to make additions, deletions, or changes to the proposal, please let me know that as well. My goal is to meet your needs and I am flexible in how we best accomplish that.

I appreciate and am honored by the opportunity to be of service to the City. If you require any additional information, or if I can otherwise be of assistance in any way, please do not hesitate to call me at your convenience.

Very truly yours,

DAVIS & DAVIS LAW OFFICES PLC

A handwritten signature in black ink, appearing to read "Geo B Davis", written in a cursive style.

George B. Davis

DAVIS & DAVIS LAW OFFICES PLC

Mr. Mark O'Neill
January 19, 2021
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Please have a copy of this letter signed by an authorized representative of the City and return the signed copy of this letter to me.

Approved and Agreed to:

Signed: Mark O'Neill, Municipal Utilities Director
Authorized Representative of City
(Please provide name and title in addition to signature)

Dated: 1-27-, 2021