City of Marquette, MI

Meeting Agenda
City Commission

Monday, July 25, 2022
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Recognition of Appreciation - Donald Fassbender

2. Consent Agenda - Roll Call Vote

2.a. Approve the minutes of the July 11, 2022 regular Commission meeting
2.b. Approve the total bills payable in the amount of $1,664,404.25
2.c. Application for License to Use City Property Adjacent to 616 Mesnard Street
2.d. Festival of Sail - Special Event Permit
2.e. Great Lakes Scuba Diving and Lake Preservation Non-Profit Status - Roll Call Vote
2.f. Letter of Sympathy – Prime Minister of Japan Shinzo Abe
2.g. United Way Non-Profit Status - Roll Call Vote
2.h. Wastewater Plant Fire Alarm Contract/Change Order #1

New Business

3. City Manager and City Attorney Performance Evaluation Process
4. YMCA Facility Use Agreement
5. Marquette Township PA 425 Agreement

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

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: 7/25/2022

Consent Agenda - Roll Call Vote
Approve the minutes of the July 11, 2022 regular Commission meeting

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

	Description
🗋	July 11 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, July 11, 2022
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Approval of the Agenda

Commissioner Jessica Hanley moved to Approve the agenda as presented, seconded by Commissioner Jenn Hill and Carried Unanimously.

Announcements

Mayor Smith had no announcements.

Boards and Committees

1. Appointments

John Taylor, Marquette Housing Commission, for an unexpired term ending 07-09-27
Amanda Gobert, Parks and Recreation Advisory Board, for an unexpired term ending 01-29-25
Jodi Lanciani, Traffic-Parking Advisory Committee, for an unexpired term ending 05-30-25
Barbara Owdziej, Traffic-Parking Advisory Committee, for an unexpired term ending 05-30-25
Angela Rayhorn, Traffic-Parking Advisory Committee, for an unexpired term ending 05-30-25
Orville Dishno, Traffic-Parking Advisory Committee, for an unexpired term ending 05-30-24

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

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

Barb Owdziej thanked the City Commission for approving her appointment to the Traffic-Parking Advisory Committee. She talked about traffic and pedestrian safety in the City, and said she thinks we should focus on vehicular traffic, but also on pedestrian safety.
James Gallant thanked the mayor for clarifying the commission's rules during last

month's meeting. He then spoke about Robert's Rules of Order and about the process for handling points of order.

Presentation(s)

2. Police-Fire Pension Board, by Chair Mike Archocosky

Marquette Police Detective Sergeant Mike Archocosky presented an annual update on the activity of the City's Police-Fire Pension Board.
He detailed the specifics of the retirement fund and of the membership. He highlighted recent investment returns, the "13th check" sent to members and the future of the fund.
Commissioners thanked Mr. Archocosky for his presentation and asked a handful of follow-up questions, including about the investment advisors' plans for the future.

3. Consent Agenda - Roll Call Vote

Commissioner Evan Bonsall moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously by Roll Call Vote.

3.a. Approve the minutes of the June 27, 2022 regular Commission meeting

3.b. Approve the total bills payable in the amount of $727,986.69

3.c. Art on the Rocks - Special Event Permit

3.d. Outback Art Fair - Special Event Permit

3.e. Kurt Lahtinen - Guts Frisbee Tournament - Special Event Permit

3.f. MERS Annual Meeting - Officer Delegate Appointment

3.g. Request for Use of Right of Way Adjacent to 901 W. Magnetic St.

3.h. Self-Funded Dental Contract

3.i. State Highway Maintenance Agreement - Roll Call Vote

New Business

4. Residential Curbside Recycling Cart Purchase

Commissioner Jessica Hanley moved to Approve waiving the competitive bidding process and issue a purchase order for up to 6,200 64-gallon recycling carts from Cascade Cart Solutions of Grand Rapids, Michigan in an amount not to exceed $344,000 for the acquisition, assembly, and distribution of the carts, seconded by Mayor Pro Tem Cody Mayer.

Mayor Pro Tem Mayer and Commissioner Bonsall both said they originally voted against accepting this grant, but said this move is just the next step in a process already approved by the City Commission.

Commissioner Stonehouse raised concerns about the challenges of instituting a process to deliver a recycling cart to every resident, regardless of their interest in using the system. He talked about the environmental footprint of the process and about the benefit of instituting a fully voluntary process.

The Commission then voted and the motion carried 6-1, with Commissioner Stonehouse voting no.

5. Resolution Authorizing 2022 Capital Improvement Bonds - Roll Call Vote

Commissioner Jessica Hanley moved to Approve the Resolution authorizing 2022 Limited Tax General Obligation Bonds, and authorize the Mayor and Clerk to sign the Resolution, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously by Roll Call Vote.

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

James Gallant asked the City Commission to schedule a special meeting and a public hearing to discuss the issues he has mentioned. He discussed commission rules of procedures, parliamentary procedure and ethics guidelines.
Michael Prahl mentioned that there have been issues related to food trucks and electrical cords, and said he and other food truck owners would like to begin a conversation with the City in an attempt to find solutions.
Brian Miller spoke about concerns with municipal water fluoridation.

Comments from the Commission

Commissioner Stonehouse said the City Commission is following the rules, as laid out, and read a portion of the Commission's Rules of Procedure.
Commissioner Bonsall said this has been a good meeting, and spoke about some impacts that the City may see as a result of the recently adopted state budget. He thanked all the volunteers that were appointed to City boards tonight.
Commissioner Davis said she is excited to see so many people sign up for TPAC, and said she looks forward to seeing their discussions moving forward. She said the food truck issue mentioned tonight might be best addressed by the City Manager.
Commissioner Hanley said she isn't clear on the specifics of the food truck issue, but said she would like to see the City work with the vendors to find a solution.
Mayor Pro Tem Mayer discussed the specifics of parliamentary procedure and of the City Commission's adopted Rules of Procedure.
Commissioner Hill said she would like to see the City consider pedestrian and bicycle safety as a part of traffic and parking discussions, and mentioned increased concerns about ebikes. She said that the City bond issue this year was very limited. She said the City's hope for the future is to fund capital projects and ongoing maintenance without bonding. City Manager Karen Kovacs confirmed this and said it is a long-term plan to get to that point, but it is definitely the goal.
Mayor Smith thanked the groups involved with the local 4th of July activities. The Mayor commented on the City's Rules of Procedure and said she takes pride in the fact that she and previous mayors run a fair and efficient meeting. She said she also hopes that

the Commission can work with the food truck vendors.

Comments from the City Manager

City Manager Karen Kovacs said the food vending discussion began recently when there was an incident related to a power cord running across the City bike path, which is clearly a violation of the City Code. She said any changes to that policy would have to be very carefully considered. Mayor Smith said she has gotten the impression tonight that the Commission is interested in finding a solution to this issue. The City Manager noted that she has public office hours scheduled for Wednesday of this week, and she praised the recent 4th of July fireworks show.

Adjournment

Mayor Smith adjourned the meeting at 7:09 p.m.

______________________________ ______________________________

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

Consent Agenda - Roll Call Vote
Application for License to Use City Property Adjacent to 616 Mesnard Street

BACKGROUND:

Mr. Robert Schmeling has submitted an application to use a small portion of the Mesnard Street right-of-way for the placement of a small retaining wall to contain rocks/cobbles between the curb and the retaining wall. All City staff reviewers approved of the request and the City Attorney has drafted the license to include concerns of the Public Works Superintendent. Mr. Schmeling has signed the license.

FISCAL EFFECT:

The application fee for a License to Use City Property is currently $255 and has been paid.

RECOMMENDATION:

Approve the License, and authorize the Mayor and City Clerk to sign the License Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Application_05-PRU-07-2022_616 Mesnard St.
- License Agreement

PRINT

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

FEE $255 **CITY STAFF USE**

Date Submitted: 06-27-2022 Parcel ID#: 0070160 File #: 05-PRU-07-22

Property Address/Location: 616 Mesnard Street

Adequate Legal Description Submitted: Y / N Anticipated Hearing Date: 7-25-22

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT	APPLICANT'S REPRESENTATIVE
Name: ROBERT SCHMELING II	Name:
Address: 616 MESNARD ST	Address:
City, State, Zip: MARQUETTE, MI 49855	City, State, Zip:
Phone #: 906-228-8472	Phone #:
Fax #:	Fax #:
Email: SCHMELINGROB@YAHOO.COM	Email:
****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****	****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?

616 MESNARD ST

Please describe the reason or necessity for the requested license/easement for use of the City property:

SEE ATTACHMENT A

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: A, B, C & D

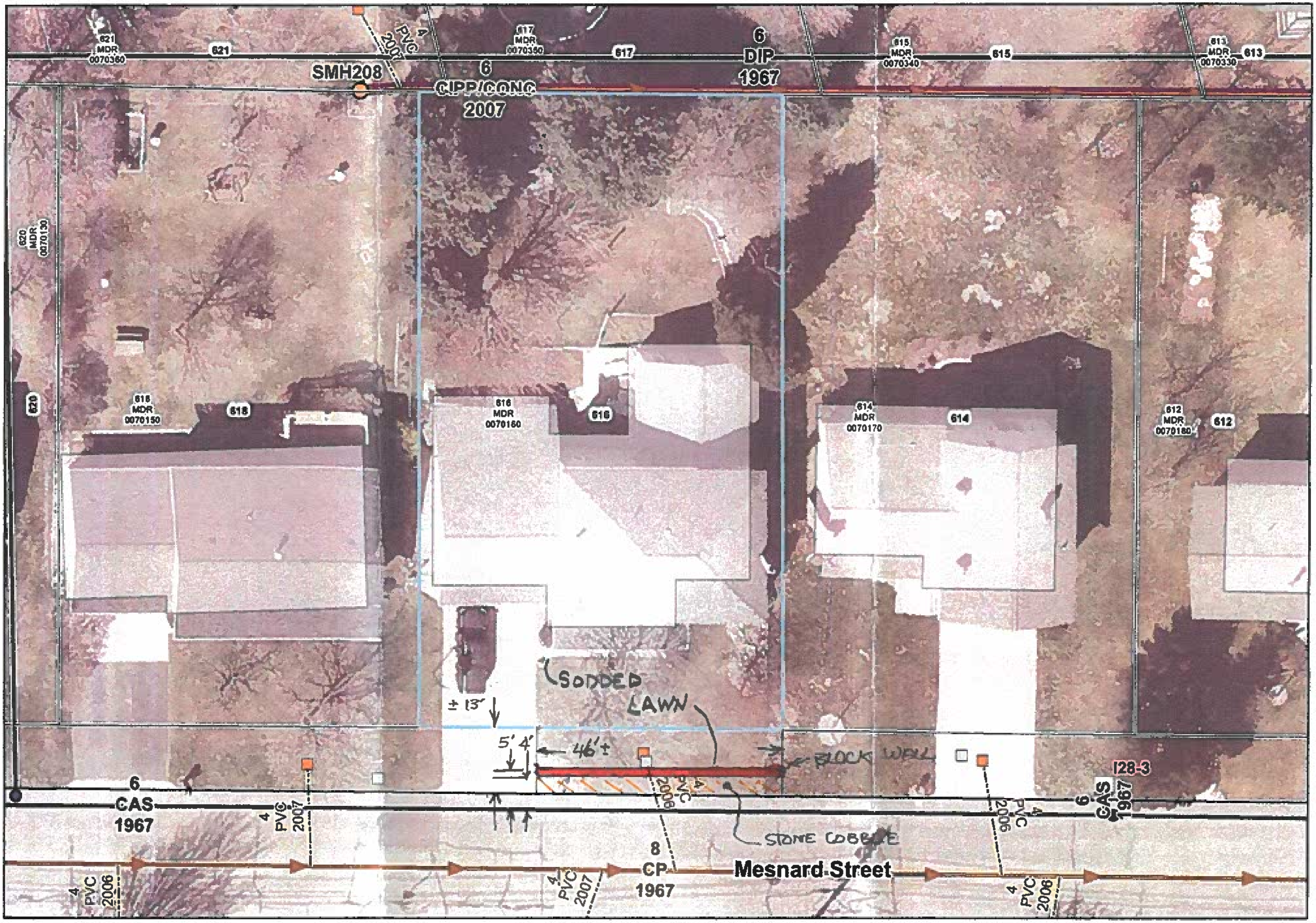
Attachment A

The license/easement request is located at 616 Mesnard Street.

The license/easement is being requested for the purpose of landscaping the front lawn of the property located at 616 Mesnard Street. The landscaping includes a 1and 2 high block wall and stone cobble along the Mesnard Street. The back of the wall is located 5ft from the curb and the stone cobble is located from the back of the curb to the face of the wall (4ft). Attachments C and D are pictures of this landscaping area. The wall is approximately 46ft long as shown on Attachment B and in Attachment C pictures. Also the sewer cleanout and water service shutoff are located in a valve box with an easy access cover the city's convenience. The valve box is pictured in Attachment D. The cleanout/water valve determined the elevation of the valve box and landscaping.

The legal description of the requested license/easement is: The north approximate 13ft of the north right away of Mesnard Street abutting 616 Mesnard Street of Caroline Burt's Add. #2 of which the wall and stone cobble are located within the south 5ft of this area. See Attachment B for details.

ATTACHMENT B



ATTACHMENT C

ATTACHMENT D

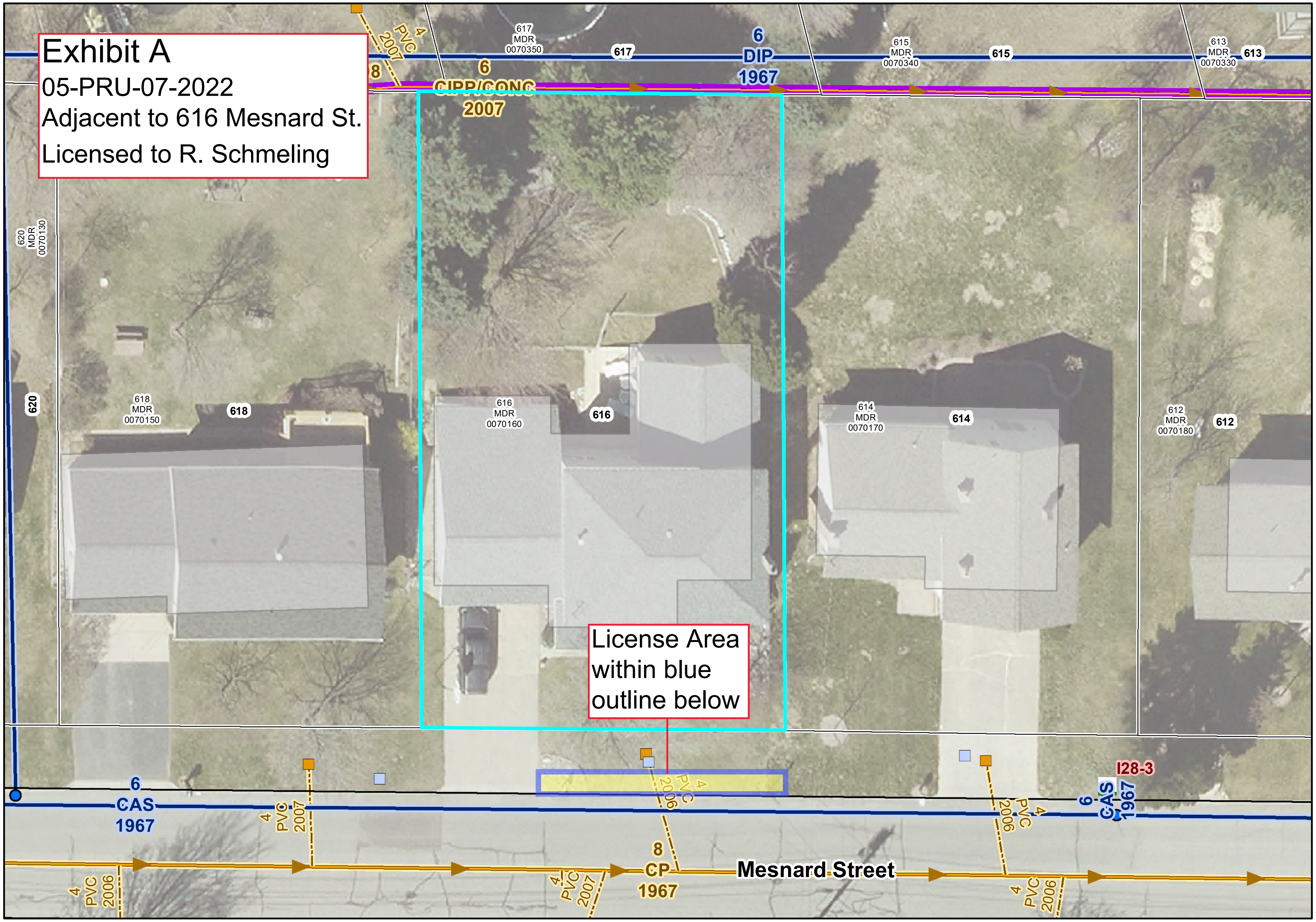


Exhibit A
05-PRU-07-2022
Adjacent to 616 Mesnard St.
Licensed to R. Schmeling
License Area within blue outline below
Mesnard Street
616
MDR
0070160
618
MDR
0070150
614
MDR
0070170
612
MDR
0070180
6
DIP
1967
6
CIPP/CONC
2007
6
CAS
1967
8
CP
1967
I28-3

File #: 05-PRU-07-2022 Parcel ID#: 0070160

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

Reviewing Department	Recommend Approval	Comments
Planning & Zoning-Community Development Date Received: 6-27-2022	Yes	This work was done without approval, but the owner had previously contacted the Engineering Dept. and evidently "heard" that he was allowed to do the work w/o any permit.
Treasurer Date Received: 6-27-22	Yes	There are no outstanding payments due to the City at this time.
Police Date Received: ---	N/A	---
Engineering- Community Development Date Received: 6-29-22	Yes	The existing and any future owners will be responsible for any removal and replacement of the wall and landscaping if required due to utility replacements.
DPW Date Received: 6-29-22	N/A	Conditional license approval - property owner agrees to mark both ends of the wall for the winter and prop. owner assumes all restoration for any water/sewer/street work performed.
Fire Date Received: ---	N/A	---
Community Services (Parks & Rec.) Date Received: ---	N/A	---

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and ROBERT SCHMELING II of 616 Mesnard, Marquette, Michigan 49855, "Schmeling,", enter into this agreement on ______________, 2022, subject to the following conditions:

1. <u>Background.</u> The City owns the Mesnard Street right of way, in the City of Marquette, and State of Michigan.
   Schmeling desires to construct a decorative wall and landscaping ("Wall"), on the real estate and to the specifications set forth in Exhibit A.
2. <u>Grant of the license.</u> In consideration of $255.00, the City grants to Schmeling the right to construct and maintain the Wall on the real estate and to the specifications set forth in Exhibit A.
3. <u>Construction and Maintenance.</u> Schmeling shall construct, and at all times while this License is in effect, maintain the Wall in good repair. Schmeling shall be responsible for all fees and expenses related to the construction and maintenance of the Wall and real estate described in Exhibit A.
   Schmeling shall clearly mark both ends of the Wall at the beginning of each winter.
4. <u>Use.</u> The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Wall except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, Schmeling shall be responsible for any removal of, repair to or replacement of the Wall in connection with utility work. Schmeling shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. <u>Reimbursement for damages.</u> Schmeling shall reimburse the City for any physical damages to the City's real estate caused by Schmeling's use on the real estate. Schmeling shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Schmeling's use. Schmeling's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Schmeling reserves the right to control the defense and settlement of any claim for which Schmeling has an obligation to indemnify hereunder.
6. <u>Revocation.</u> This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Schmeling shall remove the Wall from the real estate, at his own expense. Schmeling shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. <u>Entire Agreement.</u> This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

____
By: Jennifer A. Smith
Its: Mayor

____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on __________________, 2022, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

____
______________________, Notary Public
State of Michigan, County of Marquette
My Commission Expires: ____________
Acting in the County of Marquette

Robert Schmeling II

Robert Schmeling II

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on July 18, 2022, by Robert Schmeling II.

Ann M. Cook
Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.

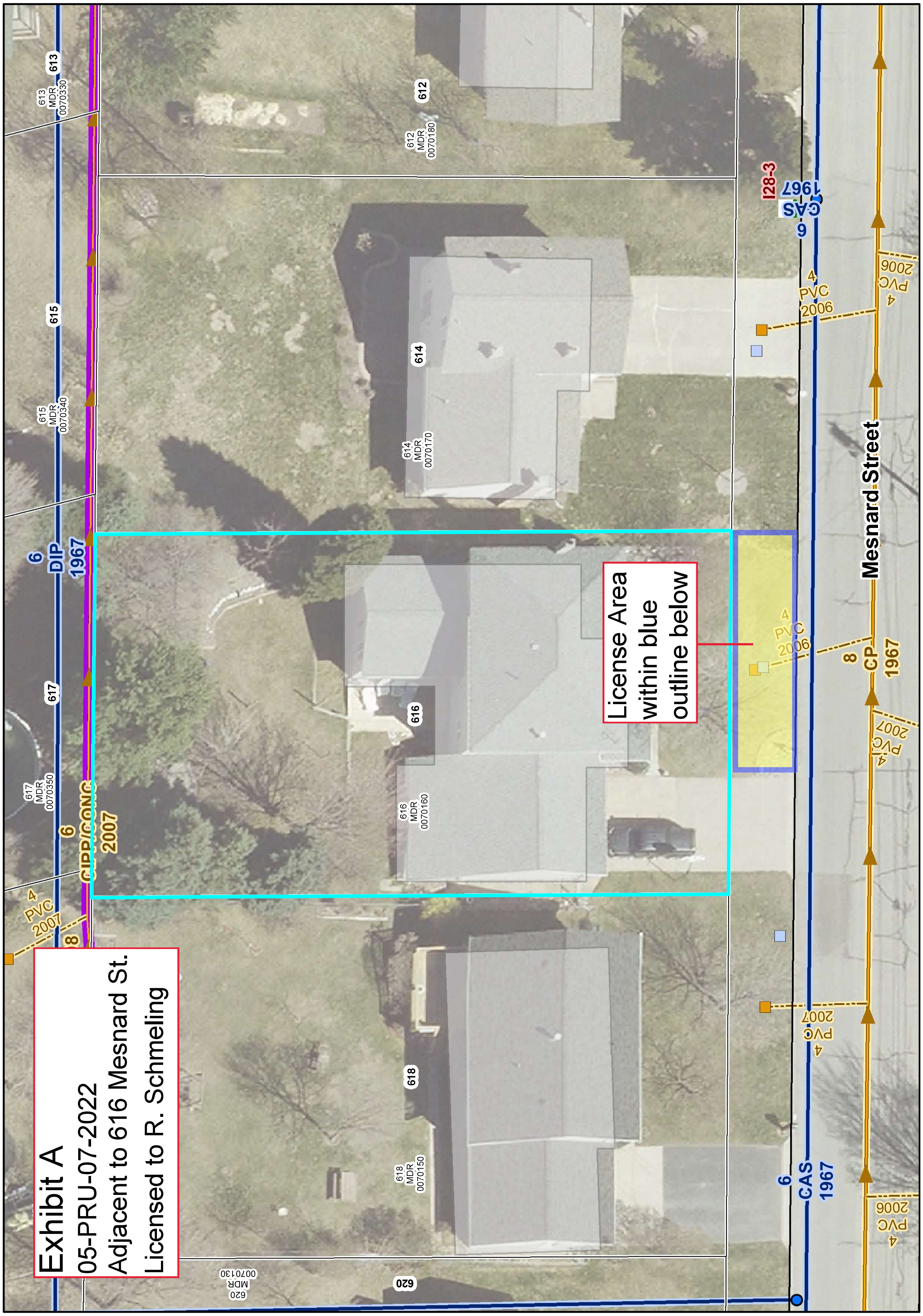


Exhibit A
05-PRU-07-2022
Adjacent to 616 Mesnard St.
Licensed to R. Schmeling
License Area
within blue
outline below
Mesnard Street
612 MDR 0070180
613 MDR 0070330
614 MDR 0070170
615 MDR 0070340
616 MDR 0070160
617 MDR 0070350
618 MDR 0070150
620 MDR 0070130
6 DIP 1967
6 CAS 1967
8 CP 1967
4 PVC 2006
4 PVC 2007
I28-3

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

Consent Agenda - Roll Call Vote
Festival of Sail - Special Event Permit

BACKGROUND:

Draw Events, LLC, of Duluth, Minnesota, is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the Festival of Sail August 12, 2022 through August 14, 2022. Staff has worked with the City Attorney and Draw Events, LLC to develop the permit.

The event will feature three tall ships and the world's largest rubber duck.

FISCAL EFFECT:

The general fund will receive $1,940 plus miscellaneous reimbursements if approved.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Draw Events, LLC of Duluth, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Permit
- Insurance

SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS

THIS AGREEMENT, made this _________ day of ____________, 2022 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and DRAW EVENTS, LLC, a Minnesota limited liability company of 2346 Vermillion Rd, Duluth, MN 55803, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

■ (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

MATTSON LOWER HARBOR PARK

■ (2) Term. The term of this Permit shall be for August 12, 2022 from 8:00 a.m. until August 14, 2022 at 11:00 p.m.

■ (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.

■ (4) Use. PERMITTEE may use and occupy the premises for:

"FESTIVAL OF SAIL"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

■ (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

Mattson Park	**$1,045 1st day** **$895 2nd day**
Trash drum liners (@ current cost)	**$_________________****

**PERMITTEE may pickup 55-gallon trash drums from the CITY for use during the event and must return the drums to the City no later than 5:00 p.m. the Monday immediately after the event ends.

■ (6) Clean-up, Repairs, Maintenance and Damage. PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

■ (7) Clean-up and Damage Bond. PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of $250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

(a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.

(b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

■ (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

■ (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

■ (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of $300.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

■ (11) Signs. PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the City of Marquette Land Development Code.

■ (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less $1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than $500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

■ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of $500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

- Food

  PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than $500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

  PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

- Other insurance.

  If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

  PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

■ (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.

■ (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.

■ (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 11:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:

(a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.

(i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.

(ii) Proof that the fire extinguisher has been serviced within the last year is required.

(iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

____
____.

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _________ a.m. / p.m. until ___________ a.m. / p.m. on _____________, 20__. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

■ (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

■ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

■ (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.

■ (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.

■ (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.

■ (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit

□ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

____

____

____.

■ (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.

■ (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event.

■ (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

■ (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

(a) Name and address of the owners of the tent or air supported structure.

(b) Date the fabric was last treated with flame resistant solution.

(c) Trade name of kind of chemical used in treatment.

(d) Name of person or firm treating the material.

(e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

■ (29) Fire.

(a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.

(b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.

(c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

■ (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, it officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

■ (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

PERMITTEE has permission to begin setting up on August 11, 2022 at 8:00 a.m. and must have all items removed from the park by 10:00 p.m. on August 15, 2022.

■ (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.

■ (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

■ (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

■ (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

■ (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF

THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

____
Jennifer A. Smith, Mayor

____
Kyle Whitney, City Clerk

Approved as to Substance:

____
Karen M. Kovacs, City Manager

Approved as to Form:

____
Suzanne C. Larsen, City Attorney

DRAW EVENTS, LLC

____
By: **Craig Samborski**
Its: **President**

1DRAWE2 OP ID: SD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2022

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 218-722-1481 Young & Associates Agency Inc 202 W. Superior St., Suite 400 Duluth, MN 55802 Susan D. Stocke	CONTACT NAME: Sue Stocke PHONE (A/C, No, Ext): 218-722-1481 FAX (A/C, No): 218-722-6564 E-MAIL ADDRESS: sdstocke@younginsure.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Michigan Millers Insurance
INSURED Draw Events LLC 2346 Vermilion Road Duluth, MN 55808	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		G0101270	07/15/2022	08/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			G0101270	07/15/2022	08/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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)

Tall Ships Event August 12-14, 2022. Certificate Holder is named as an Additional Insured with regards to the General Liability subject to policy conditions and limitations of the policy and the endorsement to follow.

CERTIFICATE HOLDER	CANCELLATION
CITYOF1 City of Marquette 300 W Baraga Ave Marquette, MI 49855	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 Susan D. Stocke

City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

Consent Agenda - Roll Call Vote
Great Lakes Scuba Diving and Lake Preservation Non-Profit Status - Roll Call Vote

BACKGROUND:
A representative of Great Lakes Scuba Diving and Lake Preservation recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct a fundraising raffle on August 6, 2022 and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the date of the first proposed raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:
None to the City.

RECOMMENDATION:
Adopt a resolution recognizing Great Lakes Scuba Diving and Lake Preservation as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

Description
- City Commission Policy 2011-01
- Board List
- Resolution
- Articles of Incorporation
- 501c3
- Bylaws

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: **2011 - 01**	Revision Date:
Date Approved: 04-11-11 Administrative	

SUBJECT: **RECOGNITION OF NON-PROFIT ORGANIZATIONS OPERATING IN THE CITY**

PURPOSE: To provide clear instructions to any non-profit organization in the City which may wish to obtain a charitable gaming license to conduct a fund-raising raffle. The Bureau of State Lottery requires the local governing body to first pass a resolution to recognize the group's designation as a non-profit agency before a license will be issued. This action requires action by the Marquette City Commission.

POLICY

When a non-profit group operating in the City of Marquette requests that the City Commission adopt a resolution to recognize them as holding this designation within the municipality, the group should contact the City Manager's office at least one full week prior to the City Commission meeting at which the resolution would be discussed. Before they do this, the organization needs to provide:

- A copy of the proposed resolution from the Bureau of State Lottery
- A roster of their board of directors
- Written confirmation of their IRS 501(c)(3) designation
- A copy of their bylaws
- A copy of their articles of incorporation
- The date of their proposed raffle drawing.

Great Lakes Scuba Diving and Lake Preservation 2022 Board of Directors

President - Donald Fassbender

Vice President – Timothy Knapp

Secretary - Ruth Ann Watry

Treasurer - Barbie Dupras

Cleanup Coordinator - Daniel Fassbender

At-Large - Matthew Zavislak

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a ______________________ meeting of the ______________________
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ______________________ on ______________
DATE

at __________ a.m./p.m. the following resolution was offered:
TIME

Moved by ______________________ and supported by ______________________

that the request from ______________________ of ______________,
NAME OF ORGANIZATION — CITY

county of ______________________, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for ______________________.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on ______________________.
DATE

SIGNED: ______________________________________
TOWNSHIP, CITY, OR VILLAGE CLERK

____
PRINTED NAME AND TITLE

____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

GREAT LAKES SCUBA DIVING AND LAKE PRESERVATION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The purpose of Great Lakes Scuba Diving And Lake Preservation is to financially support cleanup of the Great Lakes watershed. We are dedicated to the clean up on the Great Lakes watershed, safe exploration of the Great Lakes, and the ethical preservation of local historic sites through the sport of scuba diving. One or more times a year volunteers will organize cleanups to remove garbage. The Great Lakes Scuba Diving and Lake Preservation will solicit donations (funds and goods) from community organizations and individuals, as well as grants. These fund will be used to acquire necessary equipment and resources, including but not limited to purchase of an air compressor, advertising expenses, trash dumpster rental and other expenses related to organization projects.

ARTICLE III

The Corporation is formed upon Non Stock basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

Fundraising

The Corporation is formed on a Membership basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: RUTH ANN WATRY
2. Street Address: 503 WEST HAMPTON STREET
   Apt/Suite/Other:
   City: MARQUETTE
   State: MI Zip Code: 49855
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 503 WEST HAMPTON STREET
   Apt/Suite/Other:

City: MARQUETTE

State: MI Zip Code: 49855

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
RUTH ANN WATRY	503 WEST HAMPTON STREET, MARQUETTE, MI 49855 USA
DONALD FASSBENDER	509 SOUTH 4TH STREET, MARQUETTE, MI 49855 USA

Article A

Effective Date: 10/19/2021

Signed this 19th Day of October, 2021 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Ruth Ann Watry	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

Filed by Corporations Division Administrator   Filing Number: 221465746180   Date: 10/19/2021

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

GREAT LAKES SCUBA DIVING AND LAKE PRESERVATION

ID Number: 802751057

received by electronic transmission on October 19, 2021 ***, is hereby endorsed.***

Filed on October 19, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department,
in the City of Lansing, this 19th day of October, 2021.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
IRS P.O. Box 2508
Cincinnati, OH 45201

GREAT LAKES SCUBA DIVING AND LAKE PRESERVATION
C/O RUTH ANN WATRY
503 W HAMPTON ST
MARQUETTE, MI 49855-5034

Date:
03/03/2022
Employer ID number:
87-1660281
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
October 14, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053438014142

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen a. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Great Lakes Scuba Diving and Lake Preservation

ARTICLE I

Name

Sec. 1 Name. The name of this organization shall be Great Lakes Scuba Diving and Lake Preservation (GLSDLP)

ARTICLE II

Purpose

The purpose of GLSDLP is to financially support cleanup of the Great Lakes watershed. We are dedicated to the clean up the Great Lakes watershed, safe exploration of the Great Lakes, and the ethical preservation of local historic sites through the sport of scuba diving. One or more times a year volunteers will organize cleanups to remove garbage. The GLSDLP will solicit donations (funds and goods) from community organizations and individuals, as well as grants. These funds will be used to acquire necessary equipment and resources, including but not limited to purchase of an air compressor, advertising expenses, trash dumpster rental and other expenses related to organization projects.

ARTICLE III

Board of Directors and Membership

Sec. l The Board of Directors shall consist of the five officers of GLSDLP. The terms of office shall be two years. Initial board will be chosen by Don Fassbender, the individual who originated the original harbor cleanup events and creation of GLSDLP. Subsequent board members will be selected by existing board members.

Sec. 2 Board roles will be as follows:

- a. President – primary responsibilities are running meetings and assisting the vice president with publicity. will be a signatory on the checking account.
- b. Vice President – primary responsibility is fundraising. This will primarily involve reaching out to community organizations and media. They will also be responsible for organization and events publicity.
- c. Secretary – primary responsibilities include taking meeting minutes, keeping records of board meetings, and corresponding with members and donors.
- d. Treasurer – primary responsibilities include being signatory to the checking account and keeping financial records as laid out in Article V, Section 3.
- e. Cleanup Coordinator – primary responsibilities are working with government agencies, non-profits, and volunteers to carry out cleanup projects. All other board members will assist the cleanup coordinator in organizing projects.

Sec. 3 The board will meet at least once every quarter. Members are welcome to attend board meetings, but do not have a vote.

Sec. 4 The President, Secretary, and Cleanup Coordinator terms will begin January 1 of even numbered years and end December 31 of odd-numbered years. The terms for Vice President and Secretary will begin January 1 of odd-numbered years and end December 31 of even numbered years. There is no limit to the number of terms that an individual can serve.

Sec. 5 Original board members are:
a) President – Don Fassbender
b) Vice President – Timmy Knapp
c) Secretary – Ruth Watry
d) Treasurer – Barbie Dupras
e) Cleanup Coordinator – Dan Fassbender

Sec. 6 A majority of the members of the Board of Directors shall constitute a quorum.

Sec. 7 Membership will be open to all individuals.

Sec. 8 The board may create ad hoc committees when necessary.

ARTICLE IV

Membership

Sec. 1 There will be three types of membership; diver, student, and general/supporter. Yearly dues will be determined by the board. Membership run from July 1 through June 30.

Sec. 2 Eligibility. Membership shall be open to all persons eighteen or older, or individuals under the age of 18 (minors) who have an adult family member who is a registered member.
a) Diver memberships require certification by a nationally recognized organization, i.e. PADI.
b) Student memberships are available to minors, high school students and college students.
c) General/Supporter memberships are available to adults who are not certified divers.

Sec. 3 Application for membership. Each application for membership will be submitted to the secretary. Individuals will then need to be approved by a majority of the board of directors.

ARTICLE V

Financial Administration

Sec. 1 The fiscal year of GLSDLP shall begin on January 1 each year.

Sec. 2 Board members will not receive any financial compensation.

Sec. 3 Online donations will be contributed through PayPal directly into GLSDLP checking account. Donations collected during publicity visits will be given to the treasurer, who is responsible for keeping track of funds. A ledger will be maintained in a google doc excel spreadsheet (GDES) for all funds and expenditures that do not go through the checking account. Bank statements will be emailed to board members quarterly.

Sec. 4 Equipment purchases must be approved by 80% of the board.

Sec. 5 Equipment rentals must be approved by the majority of the board.

Sec. 6 Administrative expenses cannot exceed 10% of annual budget.

Sec. 7 In event GLSDLP dissolves, all assets will revert to Michigan Underwater Preserves Council.

ARTICLE VI

Amendments

Sec. 1 These Bylaws may be amended by a 2/3 majority vote of the board.

Sec. 2 Written copies of proposed amendments must be emailed to board members a week (7 days) prior to the meeting where amendments will be voted on.

Sec. 3 Amendments shall become effective at the close of the meeting at which they are adopted by the vote of the board, unless otherwise specified.

Adopted October 14, 2021
Amended July 9, 2022

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

Consent Agenda - Roll Call Vote
Letter of Sympathy – Prime Minister of Japan Shinzo Abe

BACKGROUND:

Shinzo Abe, the longest-serving Prime Minister in Japan's history, and a proud servant of the Japanese people, was killed on July 8, 2022.

The City of Marquette and the City of Higashiomi (formerly Yokaichi), Japan have been active sister cities for over 40 years through a formal sister city partnership. The Marquette Area Sister Cities Partnership is a non-profit community organization devoted to supporting and maintaining international relationships with the City of Marquette's sister cities of Higashiomi, Japan and Kajaani, Finland. Through delegation visits, local outreach events, art and artifact displays, and more, the Marquette Area Sister Cities Partnership strives to educate the Marquette community about the importance of international cultural exchange, as well as to provide opportunities for those of all ages to learn about positive community engagement and the sharing of traditions.

Attached is a letter of sympathy addressed to the Mayor of Higashiomi.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the letter of sympathy.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Letter of Sympathy

July 25, 2022

Dear Mayor Ogura and Government Members
Attention: Chief Satoru Furukawa Manager Michiaki Sowa

On behalf of the City of Marquette, Michigan, please accept our sincerest sympathy regarding the loss of Former Prime Minister Shinzo Abe. Please know we are grieving with our dear friends in Japan for your tremendous loss. Our bond as a Sister City remains strong, please feel free to reach out if you need anything at all.

In August of this year, we are very much looking forward to a visit from the Consulate General of Japan, Shindo Yusuke. This visit will be beneficial to continue to strengthen our bond and keep updated regarding a variety of events in our respective cities.

Again, please know we are thinking of you all during this difficult time.

Sincerely,

Mayor Jenna Smith
Mayor Pro Tem Cody Mayer
Commissioner Evan Bonsall
Commissioner Sally Davis
Commissioner Jessica Hanley
Commissioner Jenn Hill
Commissioner Fred Stonehouse

Agenda Date: 7/25/2022

Consent Agenda - Roll Call Vote
United Way Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of the United Way recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct a fundraising raffle on September 17, 2022 and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the date of the first proposed raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt a resolution recognizing the United Way as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- City Commission Policy 2011-01
- Resolution
- Articles of Incorporation
- Bylaws
- Board List
- 501c3

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: **2011 - 01**	Revision Date:
Date Approved: 04-11-11 Administrative	

SUBJECT: **RECOGNITION OF NON-PROFIT ORGANIZATIONS OPERATING IN THE CITY**

PURPOSE: To provide clear instructions to any non-profit organization in the City which may wish to obtain a charitable gaming license to conduct a fund-raising raffle. The Bureau of State Lottery requires the local governing body to first pass a resolution to recognize the group's designation as a non-profit agency before a license will be issued. This action requires action by the Marquette City Commission.

POLICY

When a non-profit group operating in the City of Marquette requests that the City Commission adopt a resolution to recognize them as holding this designation within the municipality, the group should contact the City Manager's office at least one full week prior to the City Commission meeting at which the resolution would be discussed. Before they do this, the organization needs to provide:

- A copy of the proposed resolution from the Bureau of State Lottery
- A roster of their board of directors
- Written confirmation of their IRS 501(c)(3) designation
- A copy of their bylaws
- A copy of their articles of incorporation
- The date of their proposed raffle drawing.

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a ______________________ meeting of the ______________________
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ______________________ on ______________
DATE

at __________ a.m./p.m. the following resolution was offered:
TIME

Moved by ______________________ and supported by ______________________

that the request from ______________________ of ______________,
NAME OF ORGANIZATION — CITY

county of ______________________, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for ______________________.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on ______________________.
DATE

SIGNED: ____
TOWNSHIP, CITY, OR VILLAGE CLERK

____
PRINTED NAME AND TITLE

____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT

For use by DOMESTIC NONPROFIT CORPORATION

(Required by Section 911, Act 162, Public Act of 1982)

The identification number assigned by the Bureau is: 800822148

Annual Report Filing Year: 2021

1. Corporation Name:

UNITED WAY OF MARQUETTE COUNTY, INC.

2. The street address of the corporation's registered office and the name of the resident agent at that office:

1. Resident Agent Name: ANDREW RICKAUER
2. Street Address: 1414 W FAIR AVE
   Apt/Suite/Other: SUITE 26
   City: MARQUETTE
   State: MI Zip Code: 49855

3. Mailing address of the corporation's registered office:
   P.O. Box or Street Address: PO BOX 73
   Apt/Suite/Other:
   City: MARQUETTE
   State: MI Zip Code: 49855

5. Provide the names and business or residence addresses of the corporation's board of directors and its president, treasurer, and secretary:

Title	Name	Residence or Business Address
PRESIDENT	STU BRADLEY	64600 CR 581, ISHPEMING, MI 49849 USA
TREASURER	SUZANNE SHARLAND-HEMMILA	580 W COLLAGE AVE, MARQUETTE, MI 49855 USA
SECRETARY	CHRISTINE PESOLA	467 LAKEWOOD LN, MARQUETTE, MI 49855 USA
DIRECTOR	GABE SEELEN	1055 RIVER RIDGE DR., ISHPEMING, MI 49849 USA
DIRECTOR	SHAWN BECKMAN-OWSLEY	227 GENESEE ST, MARQUETTE, MI 49855 USA
DIRECTOR	SCOTT ERBISCH	204 W. NICOLET BLVD, MARQUETTE, MI 49855 USA
DIRECTOR	JENNIFER CLAUS	220 RAIL STREET, APT 4, NEGAUNEE, MI 49866 USA
DIRECTOR	LINDA ST. ARNAULD	10 GROVE HILL COURT, MARQUETTE, MI 49855 USA

6. Describe the purposes and general nature and kind of business in which the corporation engaged in during the year covered by this report:

SOCIAL SERVICES ORGANIZATION

Signed this 3rd Day of September, 2021 by:

Signature	Title	Title if "Other" was selected

Andrew Rickauer	Other	Executive Director

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline   Accept

Filed by Corporations Division Administrator   Filing Number: 221457001820   Date: 09/03/2021

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2021 ANNUAL REPORT

for

UNITED WAY OF MARQUETTE COUNTY, INC.

ID Number: 800822148

received by electronic transmission on September 03, 2021 ***, is hereby endorsed.***

Filed on September 03, 2021***, by the Administrator*.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, *in the City of Lansing, this 3rd day of September, 2021.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

UNITED WAY OF MARQUETTE COUNTY
BY-LAWS

Article I: Name and Area of Operation

Section 1 – The name of this organization is United Way of Marquette County, Inc., referred to hereafter as United Way or the Organization.

Section 2 – United Way's operational area is Marquette County, Michigan, USA.

Article II: Purpose

Section 1- The established purposes of United Way are to:

A. Focus community resources to meet community needs.

B. Provide local employers, employees, and other donors a cost-effective system with which to effectively address Marquette County health and human service needs through charitable gifts of money, time, and goods.

C. Provide opportunities for personal participation in raising and distributing contributions to organizations that are tax exempt under federal law.

D. Distribute funds given through the community investment process to member eligible agencies which provides priority services to county citizens.

E. Forward donor designated funds to legally tax exempt organizations as directed by donors.

F. Provide referrals to individuals requesting assistance to the appropriate agencies.

G. Encourage sound management within member agencies.

H. Encourage efficiency, cooperative planning and coordination among all organizations serving the county.

I. Connect volunteers with the needs of the community.

Article III: Board of Directors

Section 1 – The Board

The Board of Directors consists of a minimum of 12 and maximum of 26 Marquette County residents and employees (who may reside in other counties) who serve for three-year terms. The Campaign Chair and/or Co-chairs may choose to serve on the Board during their respective campaigns. These persons have full voting privileges and are identified as members of the Board. A board member shall not be an employee of agencies that request/receive program funding.

Terms of Board members are staggered so that approximately one-third of the membership is elected each year with termed out board members eligible for re-election. The existing Board receives nominations from the Governance Committee at the annual meeting and elects the new Board membership by majority vote. Members resigning mid-term must do so in writing. Interim Board vacancies are filled at any time by majority vote.

Board members may be removed by a two-thirds vote of the remaining directors if sufficient cause is found. Sufficient cause includes failure to participate in the activities of the Board as evidenced by the failure to attend at least three consecutive meetings of the Board of Directors. Removal of board members shall be initiated by the Finance-Executive Committee after other reasonable methods to reengage the board member have been exhausted.

Section 2 – Powers of the Board

The Board of Directors is responsible for the operation of the organization which includes establishing policy and the annual administrative budget, overseeing the campaign, determining Community Investment needs and funding available to Member Agencies and payment of the funds designated by donors.

The Board of Directors

A. With recommendation of the Campaign Committee, approves the goal for the campaign, based upon the needs and economic circumstances within the county.

B. With recommendation of the Community Investment Committee, allocates the Community-Impact funds and approves community investment areas annually for affiliation with the campaign.

C. With recommendation of the Community Investment Committee, approves applicant agencies annually for affiliation with the campaign.

D. Enacts rules and regulations, appoints committees and does whatever is appropriate to carry out the mission of United Way.

E. Takes an active role in promoting the annual campaign.

F. Conducts Strategic Planning and annual Outcomes review.

G. To ensure that all conflicts of interest regarding its decision-making are acknowledged and handled in a manner that ensures that its actions are made with the appropriate level of independence and that the decision-making is conducted fairly and ethically.

Section 3 – Meetings

A. Regular meetings of the Board are at least quarterly with extra meetings as needed and upon 5 days regular notice*.*

B. Special meetings of the Board may be called by the President, three members of the Finance-Executive Committee or five members of the Board upon five days notification.

C. Officers and Board members are elected at the annual meeting of the Board, which is held in the fiscal year fourth quarter.

D. A quorum consists 50% plus one of current board membership. Meetings are governed by Robert's Rules of Order. Meetings are open to non-board members. The Board retains the right to close portions of meetings when discussions are of a sensitive nature.

E. Electronic Voting.

Electronic voting may be used to resolve issues when not done at regularly scheduled board meetings. Electronic voting means voting by electronic device other than at a meeting of the Board.

Valid Vote

In order for an electronic vote to be valid the following criteria must be met:

1. 80% of the board members must submit a vote.
2. Topic must be non-controversial and have been previously discussed.
3. 100% of those voting must be in consensus.
4. If there is not 100% consensus the vote must then go before a meeting of the Board.

Vote Documentation

1. Documentation for all electronic votes must be kept on file.
2. The compilation of votes must include the following items:
    a. Name of the Vote.
    b. The Actual Language used in the Vote.
    c. Listing of all board members in alpha order.
    d. Date of vote.
    e. Approve/or disapprove of action.
    f. Comments Section.
3. These must all be available to the Board for review.

F. Attendance by Telephone: Members may participate in and act at any meeting through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

G. Virtual Attendance: Members may participate in and act at any meeting through the use of a virtual meeting (Zoom or similar) by means of which all persons participating in the meeting can communicate with each other.

Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 4 – Officers

The officers of the organization consist of President, Vice President, Secretary, Treasurer. The four officers create the Executive Board. The officers are elected at the annual meeting by the Board of Directors from its membership.

Officers serve without financial remuneration and hold their offices for one year or until their successors are elected and accept office.

A President who has served for two, consecutive, full, one-year terms cannot be reelected to serve as President for the ensuing year.

Section 5 – Duties of the Officers

PRESIDENT – The President presides at all Board and Finance-Executive Committee meetings. The President performs all duties incident to the office, chairs the Strategic Planning Sessions and advises action deemed to increase the usefulness of the organization.

VICE PRESIDENT – The Vice President performs the President's duties in the President's absence and chairs the Governance Committee.

SECRETARY – The Secretary reviews board correspondence and ensures an accurate record of the Board and Finance-Executive Committee proceedings are maintained.

TREASURER – The Treasurer is responsible for receiving, banking, and disbursing the organization's funds. With approval of the Board, these duties may be delegated to the Executive Director, in which event the Treasurer maintains general supervision thereof. The Treasurer makes monthly reports to the Executive Board or Board regarding the financial status of the organization.

Section 6 – Standing Committees

A. Finance-Executive Committee

1. Membership
    a. Officers of the Board of Directors
       President
       Vice President
       Treasurer
       Secretary

    b. Chairperson of all Standing Committees

    c. Up to two additional board members, as recommended by the Governance Committee.

2. Responsibilities
   a. Meets at least quarterly and more often as needed.

   b. Empowered to conduct the emergency business of the Board as needed in the intervals between Board meetings. All actions subject to ratification by the Board.

   c. Reviews the bylaws at least every three years and makes appropriate recommendations to the Board ensuring the activities of United Way are based on this document.

   d. Authorized to sign checks and documents.

   e. Reviews monthly financials in consultation with the Executive Director.

   f. In consultation with Executive Director, recommends an administrative budget to the Board.

   g. Recommends to the Board of Directors a contract with a CPA or CPA firm to conduct the annual audit.

   h. Reviews the annual audit draft and meets with the CPA to review findings.

   i. Presents the audit to the Board of Directors for review along with any recommendations for necessary subsequent action.

      Reviews internal financial management policies and procedures and makes recommendations to the Executive Director and Board of Directors as appropriate.

B. Community Investment Committee

1. Membership
   a. Chairperson / co-chair elected by the Board upon recommendation of the Governance Committee.

   b. Vice-Chair

   c. At least three other members

   d. Open to a maximum of 3 community non-board members

2. Responsibilities
   a. Meets at least quarterly and more often as needed.

   b. Oversees the admissions process.
      1. Reviews applications from agencies seeking membership status in the current campaign.

2. Board members from applicant agencies must abstain from discussion or voting on matters pertaining to their agency.

c. Oversees the community investment process.

d. Reviews community needs assessment.

e. Recommends the Campaign Impact Areas to Board.

f. Recommends the distribution for the priority service or Impact Area Panels to the Board.

g. Develops guidelines for the Community Investment Panels and Community Investment Committee as needed.

h. Compiles funding recommendations to the Board.

i. Reviews appeals from applicant agencies per United Way of Marquette County policy.

j. Reviews the Community Investment Policy and recommends changes to the Board as needed.

3. Community Investment Panels (Subcommittees of Community Investment)

1. Membership
   a. Chairpersons appointed from the membership of the Board or the Community Investment Committee by the Community Investment Chair.

   b. Vice-Chairperson is appointed by Community Investment Chair to carry out the responsibilities of the Chairs in their absence.

   c. Four to eight additional members appointed by the Community Investment Committee representing a cross-section of Marquette County residents and include both members of the Board and non-members.

   d. No staff member or board member from an applicant agency may serve on a panel that considers funding requests from that agency.

   e. No staff member of United Way may serve as a member of a panel.

2. Responsibilities
   a. Reviews program funding requests from Member Agencies.

   b. Meets with agencies to provide the opportunity to present their program proposals and respond to the panel's questions or concerns.

   c. Develops recommendations for program funding proposals received and documents each recommendation.

d. Recommends community investment amount for each impact area panel up to the established budget for each area.

C. Governance Committee

1. Membership
   a. Chair (Vice President of the Board of Directors)

   b. Vice-Chair

   c. President of the Board of Directors

   d. Up to two additional Board members

2. Responsibilities
   a. Meets at least annually and more often as needed.

   b. Recruits and screens candidates with the Finance-Executive Committee for the Executive Director position as needed. The two committees jointly recommend to the Board of Directors an identified applicant and negotiate in writing the terms of employment with that individual.

   c. Conducts an annual performance appraisal of the Executive Director and provides results to the Board of Directors, recommends any changes in the conditions of the employment to the Board and recommends compensation adjustments to the Finance-Executive Committee prior to the formulation of the annual administrative budget.

   d. Reviews the Executive Director recommendations regarding compensation adjustments for other staff persons and submit compensation adjustments to the Finance-Executive Committee prior to the formulation of the annual administrative budget.

   e. Reviews personnel policies and job descriptions as needed and recommends revisions to the Board.

   f. Recommends a slate of candidates to the Board at its annual meeting for: President, Vice President, Treasurer, Secretary, Community Investment and Campaign Committee Chairs, and other Board members as needed.

   g. Can also be asked to recommend candidates to fill interim board or officer vacancies.

D. Campaign Committee

1. Membership
   a. Chair, elected by the Board upon recommendation of the Governance Committee

   b. Vice-Chair

c. At least three other members

d. Open to community non-board members

2. Responsibilities
   a. Meets at least quarterly and more often as needed.

   b. Recruits the Campaign Co-Chairs and assists in recruiting and orienting Division Chairs and Vice Chairs.

   c. Develops and recommends the campaign goal to the Board of Directors.

   d. Recommends and supports special events which provide positive positioning for United Way of Marquette County.

   d. Recommends community partnerships and collaborative relationships which strengthen United Way's leadership and community-building role.

E. The following applies to all Standing Committees

1. Attendance by Telephone: Members may participate in and act at any meeting through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

2. A quorum is a simple majority of the committee members at a scheduled meeting.

Article IV: Administration

<u>Section 1</u> – Executive Director

United Way of Marquette County employs an Executive Director as a paid staff position. The duties of the Executive Director are determined by the Board and the Executive Director is responsible to the Board for discharge of those duties.

<u>Section 2</u> – Staff

Additional paid and non-paid staff will be recommended by the Executive Director, with concurrence of the Board, in the interest of best serving the United Way objectives. All staff positions report directly to the Executive Director.

<u>Section 3</u> – Fiscal Year

The fiscal year of the organization is July 1– June 30*, xxxx*.

<u>Section 4</u> – Disbursements

Disbursement of funds is made by check signed and countersigned by officers authorized by the Board.

The monies allocated and designated to recipient agencies are disbursed as directed by the Board.

A gift acceptance policy will be crafted and ratified by the Board.

Section 5 –Insurance

Direct loss or damage to Business Personal Property, including “money” and “securities” by compensated staff or other persons are covered in the Business Owners Policy (BOP) for General Liability and Property Insurance in an amount acceptable to the Board as recommended by the Finance-Executive Committee.

Section 6 – Audit

The Board commissions an annual audit of the books of record by an independent Certified Public Accountant. The audit is conducted in accordance with generally accepted auditing practices in sufficient detail to allow a qualified opinion from the CPA.

Article V: Miscellaneous

Section 1 – Amendments

Amendments to the bylaws must be approved by a vote of at least two-thirds of the Board present at any meeting of the Board where quorum is present, provided a copy of the proposed amendments is provided to each member of the Board at least two weeks before such meeting. In providing copies of a proposed amendment, changes in board membership, of which the secretary has not received written notice, may be disregarded.

Section 2 – Dissolution

Upon dissolution of the organization, remaining assets are to be distributed to tax exempt organizations operating exclusively for charitable or educational purposes as defined by Section 501 (c) (3) of the Internal Revenue code and whose operating purposes, as nearly as possible, are consistent with those of the organization as determined by the Board of Directors. Assets not so distributed are to be distributed by the Marquette County Circuit Court office to be used in a manner which best accomplishes the organization’s operating purposes.

Section 3 – Director Indemnification

Each person who is or was a director, officer or member of any committee of the organization, and each person who is or was serving at the request of the organization as a director, trustee, agent, officer or committee member shall be indemnified by the organization to the fullest extent to which the organization has the power to so indemnify such persons pursuant to the nonprofit corporation laws of the State of Michigan as in effect from time to time. The organization will purchase and maintain insurance on behalf of any such person against liability asserted against and incurred by such person in any capacity or arising out of his or her status as such, whether or not the organization would have the power to indemnify such person against such liability under the laws of the State of Michigan.

REVISIONS APPROVED BY THE BOARD OF DIRECTORS

March 1997
October 2000
May 2002
October 2002
October 2004
February 2005
November 2006
September 2008
September 2010
June 2012
January 2013
June 2014
June 2015
June 2018
May 2020
May 2022

United Way of Marquette County
2022-2023 Board of Directors

President:
Mike Angeli II
Retired, City of Marquette

Vice President:
Mark Canale
Canale-Tonella Funeral Home

Treasurer:
Suzanne Sharland-Hemmila
UPHS Marquette

Secretary:
Christine Pesola
Retired, Landmark Inn

Board Members:

Mike Angeli III
Lindberg & Sons

Shawn Beckman-Owsley
Marquette County Title

Stu Bradley
Retired, US Air Force

Ann Crandell-Williams
NMU

Richard Graybill
Grabyill & Meade

Bruce Miller
Retired Dentist

Genevieve Morgan
NMU

Amy Quinn
Grow & Lead

Kay Ryan
UPPCO

Gabe Seelen
SEMCO

Linda St. Arnauld
Retired, BCBSM

Jennifer Wieczorek
UPHP

Tim Wakkuri
Peninsula Medical Center

Karen Wuokko
Retired, VAST Insurance

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188025
Dec. 26, 2017 LTR 4168C 0
38-1358204 000000 00
00022735
BODC: TE

UNITED WAY OF MARQUETTE COUNTY
PO BOX 73
MARQUETTE MI 49855

028987

Employer ID Number: 38-1358204
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Dec. 14, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 1943, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248188025

Dec. 26, 2017 LTR 4168C 0
38-1358204 000000 00
00022736

UNITED WAY OF MARQUETTE COUNTY
PO BOX 73
MARQUETTE MI 49855

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

Consent Agenda - Roll Call Vote
Wastewater Plant Fire Alarm Contract/Change Order #1

BACKGROUND:

At the June 27, 2022 City Commission meeting, the Commission accepted the low base bid from S&T Electric for $267,797 to install a fire alarm system at the Wastewater Treatment Plant. Staff is recommending the Commission approve the contract and change order #1 decreasing the contract price by $93,196 to $174,601.

FISCAL EFFECT:

The Wastewater replacement fund will be used to fund the project.

RECOMMENDATION:

Approve the attached contract for the Wastewater fire alarm system and authorize the Mayor and Clerk to sign it; and approve the attached change order #1 and designate the Director of Municipal Utilities to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Contract
- Change Order #1

CITY OF MARQUETTE
CONSTRUCTION AGREEMENT

PROJECT NAME: Marquette Area WWTF Fire Alarm System BP22-07

THIS AGREEMENT, made this __27__ day of __June__, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and S&T Electrical International Inc, Sault Ste. Marie, Michigan, a Michigan Corporation, hereinafter called "Contractor". WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary Conditions, Specifications, Drawings, Addenda, Base Bid Material and Equipment Schedule, Documents in the Appendix, and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The time to completion is 280 days. The commencement date of this project is ___ June 27 , 2022, and the completion date of this project is ___ April 3 , 2023.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for and amount not to exceed $(price).

ARTICLE 6

PAYMENTS

The City will pay the Contractor in accordance with the General Conditions of the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

See General Conditions and Supplementary Conditions.

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least $1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City AND Donohue & Associates, Inc. (the Engineer) against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for one (1) year against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of one (1) year from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 18

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 19

PURCHASING AGENT DESIGNATION AND AUTHORITY

The Director of Municipal Utilities, Mark O'Neill, 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 effected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

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

Signed this 27 day of June, 2022.

THE CITY OF MARQUETTE

______________________ Witness	______________________ Jennifer A. Smith, Mayor City of Marquette
______________________ Witness	______________________ Kyle Whitney, City Clerk City of Marquette
______________________ Witness	______________________ S&T Electrical International Inc.
By: ______________________	By: DENNIS TATASCIORE
Its: ______________________	Its: COO/PRINCIPAL
Address: ______________________	Address: 128 W SPRUCE ST
Telephone#: ______________________	Telephone#: 906-632-3662

APPROVED AS TO FORM:

____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

____
Karen M. Kovacs
City Manager

CHANGE ORDER NO. 1

CHANGE ORDER DATE OF ISSUANCE 07/14/2022	COMMENCEMENT OF CONTRACT TIME 06/27/2022

OWNER City of Marquette

CONTRACTOR S&T Electrical International, Inc

PROJECT Marquette Area Wastewater Treatment Facility Fire Alarm System CONTRACT NO. BP22-07

ENGINEER Donohue and Associates, Inc

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

DESCRIPTION:
As specified in Supplementary Conditions 7.04.E., for material and equipment listed on the Base Bid Material and Equipment Schedule, Owner may select material and equipment furnished by Supplier B or C. The Owner has chosen to select Section 26 45 00 Fire Alarm Systems Supplier B, Edwards Systems Technology; General Signal Unit.

REASON FOR CHANGE ORDER:
As specified in Supplementary Conditions 7.04.E., the Contractor agrees, upon notice of selection, to furnish and install the material and equipment selected. The Lump Sum Contract Price will be adjusted by Change Order. The Change Order shall reflect the difference in cost between the installed cost for material and equipment furnished by Supplier A and the installed cost for material and equipment furnished by Supplier B.

ATTACHMENTS:

Attachment A Bid Form

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 267,797.00	Original Contract Times: *(days or dates)* Substantial Completion: 280 days (04/03/23) Ready for Final Payment: 280 days (04/03/23)
Net increase from previous Change Orders: $ 0	Net increase (decrease) from previous Change Orders: *(days)* Substantial Completion: None Ready for Final Payment: None
Net decrease of this Change Order: $ 93,196.00	Net increase (decrease) of this Change Order: *(days)* Substantial Completion: None Ready for Final Payment: None
Revised Contract Price: $ 174,601.00	Revised Contract Times: *(days or dates)* Substantial Completion: 280 days (04/03/23) Ready for Final Payment: 280 days (04/03/23)

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:	APPROVED:	ACCEPTED:
By: Allen Williams	By:	By:
ENGINEER *(signature)*	OWNER *(signature)*	CONTRACTOR *(signature)*
Allen Williams		
ENGINEER *(printed name)*	OWNER *(printed name)*	CONTRACTOR *(printed name)*
Date: 07/13/2022	Date:	Date:

PROJECT MANUAL

CITY OF MARQUETTE

MARQUETTE AREA WASTEWATER TREATMENT FACILITY
FIRE ALARM SYSTEM
CONTRACT BP22-07

MARQUETTE, MI

Donohue & Associates
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546
Phone: 920-803-7319
Fax: 414-431-5701

Project No. 13823

BID FORM

TABLE OF CONTENTS

BID FORM

BIDDER S.&T. Electrical International Inc.
(name – typed or printed)

PROJECT IDENTIFICATION:

CITY OF MARQUETTE

MARQUETTE AREA WASTEWATER TREATMENT FACILITY
FIRE ALARM SYSTEM
CONTRACT BP22-07

MARQUETTE, MI

PROJECT NUMBER: 13823

ARTICLE 1 – BID RECIPIENT

THIS BID IS SUBMITTED TO:

Office of the City Manager
City Hall
Marquette, MI 49855

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder has not added any conditions or qualifying statements to the Bid. The Bid will remain subject to acceptance for the bid withdrawal time stated in the Advertisement for Bids, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
Addendum #1	May 20, 2022

___________	___________
___________	___________
___________	___________
___________	___________

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data.

E. Bidder has considered and correlated the information known to the Bidder; information commonly known to bidders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; an all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Bidder's safety precautions and programs.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

L. In connection with the performance of Work under this Contract, Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition or developmental disability or national origin.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Bidder further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Bidder agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. Form of notice is included in the Appendix.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, purposes of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price:

LUMP SUM BID PRICE Two hundred sixty seven thousand seven hundred ninty

seven thousand dollars -------------------- Zero Cents. ($ 267,797.00)

(words) (figures)

A. Base Bid Material and Equipment:

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by Supplier A as named in the Base Bid Material and Equipment Schedule, which is included at the end of this Bid Form.

2. Bidder has included the Supplier's price and the installed cost of each item for Suppliers A, B, and C in the Base Bid Material and Equipment Schedule in accordance with the Instructions to Bidders.

3. If a substitute is offered, Bidder has included the name of the Supplier, the Supplier's price, and the installed cost for the proposed substitute in the Base Bid Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.

4. Upon request by the Owner, the Bidder agrees to submit to the Owner a Supplier's price quotation.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond
(Certified Check or Bid Bond)

in the amount of 5% of Tender.
(Dollars or Percent of Lump Sum Bid Price)

B. Evidence of authority to do business in the State of Michigan; or a written covenant to obtain such license within the time for acceptance of Bids.

C. List of proposed Subcontractors having a direct contract with the Contractor. The Subcontractor listing is included at the end of this Bid Form.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

SUBMITTED ON June 2, , 20 22.

State Contractor License No. 6107702. (If applicable)

If Bidder is:

An Individual

~~Name (typed or printed): ____~~

~~By: ____ (SEAL)~~
~~(Individual's signature)~~

~~Doing business as: ____~~

~~Business address: ____~~

~~Phone No.: ____ FAX No.: ____~~

A Partnership

~~Partnership Name: ____ (SEAL)~~

~~By: ____~~
~~(Signature of general partner – attach evidence of authority to sign)~~

~~Name (typed or printed): ____~~

~~Business address: ____~~

~~Phone No.: ____ FAX No.: ____~~

A Corporation

Corporation Name: S.&T. Electrical International Inc. (SEAL)

State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability): General Buisness

By: ____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Dennis Tatasciore

Title: COO/Principal

Attest: ____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business Address: 128 W. Spruce Street, Unit #3 Sault Ste. Marie, MI

Phone No: 906-632-3662 FAX No.: 906-632-4166

Date of Authorization to do business is April 2002

A Joint Venture

Name of Joint Venture: ______________________

First Joint Venturer Name: ______________________ (SEAL)

By: ______________________
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): ______________________

Title: ______________________

Business address: ______________________

____

Phone No.: ______________ FAX No.: ______________

Second Joint Venturer Name: ______________________ (SEAL)

By: ______________________
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): ______________________

Title: ______________________

Business address: ______________________

____

Phone No.: ______________ FAX No.: ______________

Phone and FAX Number, and Address for receipt of official communications:

____

____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

SUBCONTRACTOR LISTING

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

BASE BID MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	**Item**	**Supplier**	**Supplier's Price**	**Installed Cost**
26 45 00	Fire Alarm Systems	(A) Simplex-Grinnell LP (Johnson Controls)	$ 130,030.00	$ 267,797.00
		(B) Edwards Systems Technology; General Signal Unit	$ 57,000.00	$ 174,601.00
		(C) Notifier Honeywell	$ ———	$ ———

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: S. & T. Electrical International Inc.	Name: ATLANTIC SPECIALTY INSURANCE COMPANY
Address *(principal place of business)*: **128 Spruce St W, Sault Ste. Marie, MI 49783, United States**	Address *(principal place of business)*: **77 Water Street, New York, NY 10005**
Owner	**Bid**
Name: City of Marquette	Project *(name and location)*: City of Marquette **Mqt Area WWTF Fire Alarm System**
Address *(principal place of business)*: **[Address of Owner's principal place of business]**	Bid Due Date: June 2, 2022

Bond: 5783799-22-025/800037687

Penal Sum: **[Amount]5% of Tender**

Date of Bond: **[Date] June 2,2022**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
S. & T. Electrical International Inc.	ATLANTIC SPECIALTY INSURANCE COMPANY
(Full formal name of Bidder)	*(Full formal name of Surety) (corporate seal)*
By: [signature] *(Signature)*	By: [signature] *(Signature) (Attach Power of Attorney)*
Name: DENNIS CATASCIONE *(Printed or typed)*	Name: Erica Stanish *(Printed or typed)*
Title: COO/PRINCIPAL	Title: Attorney-in-Fact
Attest: [signature] *(Signature)*	Attest: *(Signature)*
Name: MARTIN GIRARDI *(Printed or typed)*	Name: *(Printed or typed)*
Title: ESTIMATOR	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

Bond # 800037687 / 5783799-22-025

KNOW ALL MEN BY THESE PRESENTS, that we **S & T Electrical International Inc., 128 West Spruce St., Sault Ste Marie, MI 49783**

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **ATLANTIC SPECIALTY INSURANCE COMPANY, 77 Water Street, New York, NY 10005**

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of **Michigan**

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Marquette

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Tender**

Dollars ($ **5% of Tender**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Mqt Area WWTF Fire Alarm System**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this <u>26th Day of May 2022</u>

(Witness)

S & T Electrical International Inc.

(Principal) (Seal)

COO/ PRINCIPAL

(Title)

Atlantic Specialty Insurance Company

(Surety) (Seal)

(Witness)

Erica Stanish, Attorney-in-Fact

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

New Business
City Manager and City Attorney Performance Evaluation Process

BACKGROUND:
The City Charter requires the City Commission to conduct an annual performance review of both the City Manager and the City Attorney.

In past years, the Mayor has appointed three Commissioners to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and make a recommendation regarding any adjustment to their compensation or terms of employment. Both the City Manager's and City Attorney's contracts will expire Sept. 30, 2022.

FISCAL EFFECT:
None by this action.

RECOMMENDATION:
Appoint three Commissioners to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and to make a recommendation regarding future terms of employment and compensation.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/25/2022

New Business
YMCA Facility Use Agreement

BACKGROUND:

For years, the City Clerk's Office has utilized the gymnasium at the YMCA as a polling location. Historically, the City has paid the YMCA $1,000 for each election, and voters from City Precincts 5, 6 and 7 have voted at Election Day precincts in the organization's gymnasium, located at 1420 Pine Street. There are generally two elections per year in the City, though this number can range from one to four in a given year.

Staff recently began a conversation with the YMCA in an attempt to guarantee this facility will be available for election use into the foreseeable future. The result of these conversations is the attached facility use agreement.

The agreement, reviewed by the City Clerk and the City Attorney, will allow the City access to the facility from noon the day prior to each Election Day until 10 a.m. the day following each Election Day. For use of the facility, the City will pay $1,000 for the August 2022 election and $1,400 for all subsequent elections.

This agreement will continue through the end of 2024 and can then be renewed for four additional years.

FISCAL EFFECT:

The City will pay the YMCA $1,000 for the August 2022 election and $1,400 for each subsequent election.

RECOMMENDATION:

Approve the Facility Use Agreement, and direct the Mayor and Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Facility Use Agreement

FACILITY USE AGREEMENT

THIS AGREEMENT ("Agreement") is made between the CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 ("City"), and the David and Thu Brulé Young Men's Christian Association of Marquette County, a Michigan non-profit corporation, of 1420 Pine Street, Marquette, Michigan 49855 ("YMCA"), subject to the following conditions:

1. This Agreement will become effective when signed by both parties and shall continue through Dec. 31, 2024.

2. City shall have the right to use YMCA facilities for all elections during the term of this Agreement. This includes the YMCA gymnasium at 1420 Pine Street and public access to that facility. In addition to Election Day use, City will utilize facilities for set-up and tear-down activities the day prior to and the day following each election. Set up shall not begin until after 12 p.m. on the day prior to each election, and tear-down shall conclude prior to 10 a.m. the day following each election.

3. Prior to February 1 of each year, the City will provide to the YMCA a schedule of elections for the calendar year. If any additional elections are later scheduled, the City will provide the YMCA with written notice of those election dates no less than 60 days in advance.

4. In consideration for the right to use YMCA facilities for the August 2, 2022 Primary Election, the City will compensate the YMCA in the amount of $1,000. In consideration for the right to use YMCA facilities for all elections after August 2, 2022, the City will compensate the YMCA in the amount of $1,400.

5. Upon receipt of a YMCA invoice for facility use, the City will submit direct payment to the YMCA.

6. At the expiration of this Agreement, this Agreement shall automatically renew for a 4-year period, unless either party provides the other with written notification, subject to Section 8 of the Agreement, of non-renewal at least 60 days prior to the expiration.

7. This Agreement will be governed by the laws of the State of Michigan.

8. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to City and YMCA at the addresses listed above. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery

date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.

City of Marquette

Dated: ____________________, 2022

____
By: Jennifer A. Smith, Mayor

Dated: ____________________, 2022

____
By: Kyle Whitney, Clerk

David and Thu Brulè Young Men's Christian Association of Marquette County

Dated: June 28th, 2022

Jenna Zdunek
By: Jenna Zdunek Its CEO

Approved as to form:

____
Suzanne C. Larsen, City Attorney

Approved as to content:

____
Karen M. Kovacs, City Manager

Agenda Date: 7/25/2022

New Business
Marquette Township PA 425 Agreement

BACKGROUND:

Public Act 425 of 1984 authorizes two local units of government to share tax revenues resulting from new or expanding development within the areas of their jurisdictions. This agreement allows a temporary transfer of jurisdiction for land, not exceeding 50 years, from one municipality to another in place of annexation. The agreement must involve an economic development project defined by the Act as "land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development, or the protection of the environment, including, but not limited to, groundwater or surface water."

Marquette Township has approached the City of Marquette to request the exploration of a 425 agreement for a potential housing project that will be located on Forestville Road. While a majority of the development will be located in Marquette Township, a portion totaling approximately 29 acres will be located within the City of Marquette. JM Longyear, the developer, will be applying for a Planned Unit Development (PUD) through Marquette Township for the project along with a request to the Township for sewer, water, and municipal services. Under the 425 agreement, the portion of property located in the City will be included in the Township PUD application. Due to the lack of direct City utilities or road access to the development, City staff supports the implementation of a 425 agreement.

As a consideration of the 425 agreement, the City will receive a portion of tax revenue generated by the development.

Approval from both the City of Marquette and Marquette Township will be required if a 425 agreement is successfully negotiated.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

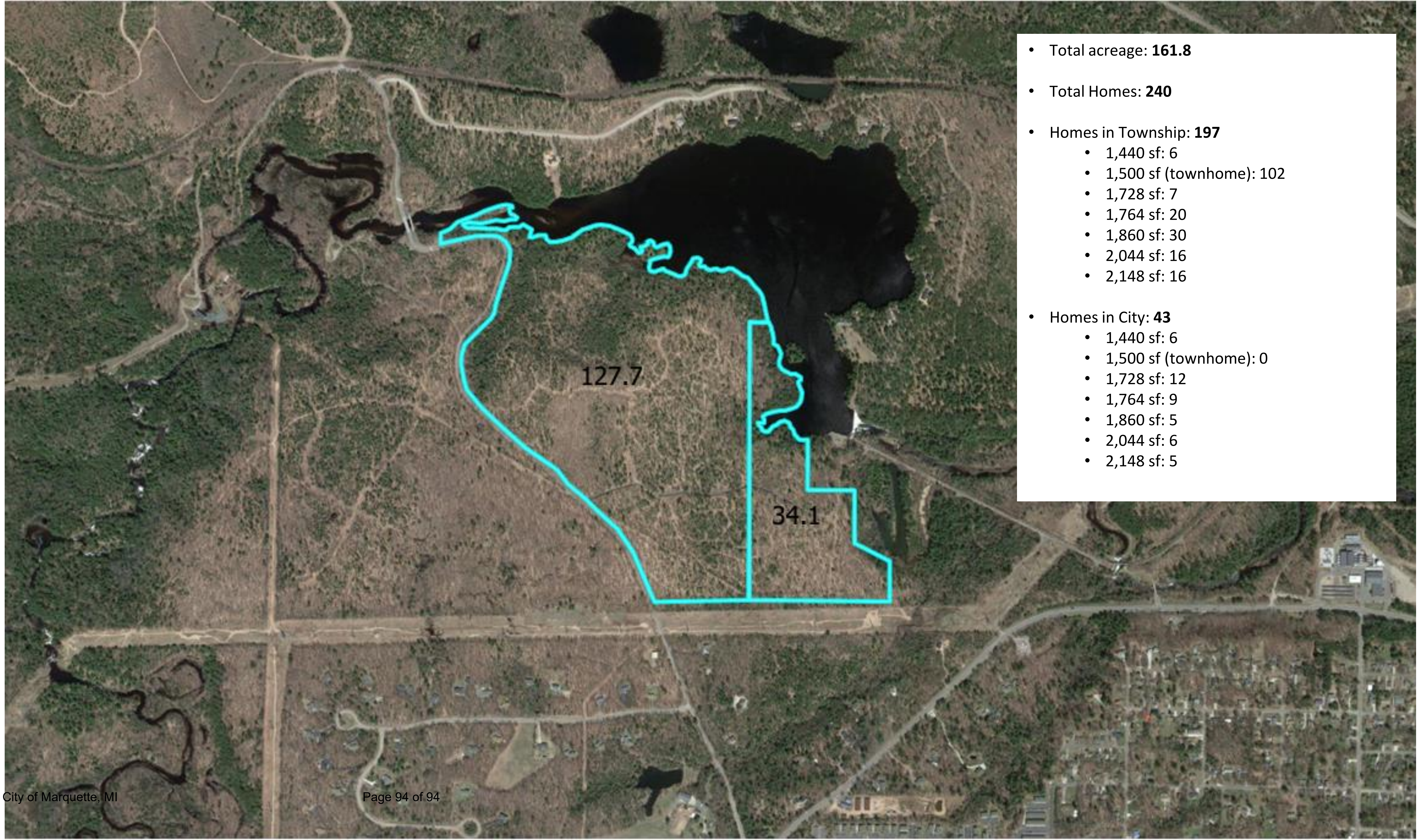
Authorize the City Manager to negotiate a PA 425 agreement with Marquette Township for the Longyear housing development on Forestville Road.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

	Description
🗋	Map



- Total acreage: **161.8**

- Total Homes: **240**

- Homes in Township: **197**
    - 1,440 sf: 6
    - 1,500 sf (townhome): 102
    - 1,728 sf: 7
    - 1,764 sf: 20
    - 1,860 sf: 30
    - 2,044 sf: 16
    - 2,148 sf: 16

- Homes in City: **43**
    - 1,440 sf: 6
    - 1,500 sf (townhome): 0
    - 1,728 sf: 12
    - 1,764 sf: 9
    - 1,860 sf: 5
    - 2,044 sf: 6
    - 2,148 sf: 5