

City of Marquette, MI



Meeting Agenda City Commission

**Monday, October 24, 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

Boards and Committees

1. Appointment(s)

Cadin Cahill, Parks and Recreation Advisory Board, for an unexpired term ending 01-29-23 and term ending 01-29-26

Christopher Rose, Marquette Housing Commission, for an unexpired term ending 01-25-25

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

2. Consent Agenda

2.a. Approve the minutes of the October 11, 2022 regular Commission meeting

2.b. Approve the total bills payable in the amount of \$2,387,833.13

2.c. Application for License to Use City Property Adjacent to 209 N. Fifth Street

2.d. Fire Police Pension Reciprocal Retirement Policy

2.e. Fuel Purchasing

2.f. Hockey Mutineers of Marquette - Ice Use Agreement

2.g. Hockey Mutineers of Marquette - Locker Room Lease Agreement

2.h. Marquette County Solid Waste Management Authority Bill Payment

2.i. Noquemanon Trails Network - Office and Storage Lease Agreement

2.j. Purchase of Belt Press Polymer

2.k. Sale of Surplus Equipment

2.l. Utility Network Switches

New Business

3. Application for License to Use City Property Adjacent to 848 Cedar St. and 511 E.

Prospect St.

4. Donohue and Associates Inc. Engineering Services Contract

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: 10/24/2022

Consent Agenda

Approve the minutes of the October 11, 2022 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Oct. 11 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Tuesday, October 11, 2022
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Hanley

Approval of the Agenda

Commissioner Evan Bonsall moved to Approve the agenda, with an amendment to remove Item 8 - DPW and Utilities Labor Union Wages - and renumber the subsequent items, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Announcements

Mayor Smith had no announcements.

Boards and Committees

1. Appointment(s)

Travis Gerhart, Arts and Culture Advisory Committee, for an unexpired term ending 06-01-24

Mayor Pro Tem Cody Mayer moved to Approve the appointment as listed, seconded by Commissioner Evan Bonsall and Carried Unanimously.

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

Ryan Stock, Molly Miller, Marley Wolff, Piper Guest and Casey Stevens asked the City Commission to undertake a program of fossil fuel divestment, citing the City's climate Resolution approved last year.

Matt Luttenberger talked about solar panel utilization and asked the Commission to fix Norwood Avenue.

Public Hearing(s)

2. Request to Rezone Parcel of NMU Owned Property - Roll Call Vote

Jim Thams, representing NMU, said he is available to answer questions on this

item if needed. No other members of the public were looking to offer comments during the hearing.

Commissioner Jenn Hill moved to Approve the adoption of Ordinance 715, rezoning the 1.1-acre NMU parcel as Medium Density Residential in accordance with Section 54.1405 of the Land Development Code, seconded by Commissioner Evan Bonsall and Carried Unanimously.

3. Request to Rezone 221 and 225 W. Park Street - Roll Call Vote

Applicant Michele Butler spoke, highlighting parking issues and talking about the best way to move forward for the neighborhood.

Jeremy Hansen, a nearby property owner and former DDA member, said he thought this request was reasonable and benefited the neighborhood. To remove the existing parking areas would change the nature of the block, he said.

Jeff Kallery spoke in opposition to the rezoning request.

Vango's co-owner Robert Caron spoke in favor of the rezoning request.

Jamie Strand owns a nearby business and talked about parking issues along Third Street.

Andrea Forsberg owns a nearby business and spoke about issues with parking and snow removal.

Following the public hearing, Commissioner Sally Davis made a motion to approve Ordinance 716, rezoning the properties at 221 and 225 West Park Street, seconded by Mayor Pro Tem Mayer.

Commissioner Davis said the Planning Commission did its job well and made the decision they thought best. However, she said she is making this motion with the neighborhood and community in mind - this area has been used in this manner for years and parking is a real concern along Third Street.

Other commissioners agreed with this sentiment, and the motion carried unanimously.

4. Water Ordinance - Roll Call Vote

Commissioner Evan Bonsall moved to Approve the adoption of Ordinance 714, which amends City Code Chapter 48 - Utilities, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

5. Consent Agenda - Roll Call Vote

Commissioner Sally Davis moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

- 5.a. Approve the minutes of the September 26, 2022 regular Commission meeting
- 5.b. Approve the total bills payable in the amount of \$8,700,627.59
- 5.c. Biogas Conditioning Skid Media and Testing
- 5.d. CDBG Environmental Review Forms - Roll Call Vote
- 5.e. Co-Generation Maintenance Services
- 5.f. Michigan Arts and Culture Council - Capital Grant Award
- 5.g. Michigan Arts and Culture Council - Grant Award
- 5.h. Fresh Coast Film Festival - Special Event Permit
- 5.i. Proclamation - Arbor Day Recognition 2022

New Business

6. Marquette Board of Light and Power – Lease Agreement

Commissioner Fred Stonehouse moved to Approve the lease agreement with the Marquette Board of Light and Power for the installation of electric vehicle charging stations, seconded by Commissioner Evan Bonsall and Carried Unanimously.

7. City Hall Labor Union Wages

Mayor Pro Tem Cody Mayer moved to Approve the City Hall Employees' 2% wage increase effective October 11, 2022, with a one-time payment to each bargaining unit member of \$250, seconded by Commissioner Evan Bonsall and Carried Unanimously.

8. Supervisory Labor Union Wages

Commissioner Fred Stonehouse moved to Approve the Supervisory Employees' 2% wage increase effective October 11, 2022, with a one-time payment to each bargaining unit member of \$250, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

9. Community Master Plan Steering Committee

Commissioner Evan Bonsall moved to Approve The establishment of a Master Plan Steering Committee for the purpose of community representation and project oversight. The Committee shall be in place from today's date until October 11, 2023. The membership of the Committee shall be those community members on the attached roster, 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.

Matt Luttenberger spoke about the terminology used in the master planning process, and about electric power generation.

Comments from the Commission

Commissioner Stonehouse talked about the terminology around the Master Planning process and said he would be interested to hear an update on the BLP solar panels. He said he is happy to see the BLP taking on these charging stations and spoke about the relationship between the City Commission and BLP.

Commissioner Bonsall said that the group speaking tonight about energy and fossil fuel concerns should consider attempting to start a conversation at the local board of light and power and at the state utility boards. He said the divestment concerns are welcome and he would love to look into it more, but noted that the City's investments, first and foremost, must be viewed as a vehicle to ensure the comfortable retirement of former employees. He said he would like to see a component of the Master Plan focusing on youth voices; primarily on those too young to vote.

Commissioner Davis had no comments.

Mayor Pro Tem Mayer said he liked seeing younger people come to meetings and he hopes they stay engaged. He said it should be noted that the City Commission has no ability to direct the pension board's actions, and notes that it is the actual reason to have the board.

Commissioner Hill said tonight's meeting was an example of the importance of local government, and she talked about some large-scale climate action plans and about progress. She spoke of the role of public utilities in other communities.

Mayor Smith thanked the group that spoke during public comment for coming tonight. She acknowledged Indigenous People's Day, which was first recognized in the City of Marquette in 2019, and she read an indigenous land acknowledgment. She encouraged people to vote in the upcoming General Election on November 8, and she said that, although she will continue on the Commission, she will only have one more meeting as mayor.

Comments from the City Manager

City Manager Karen Kovacs gave schedules for brush and leaf collection, upcoming Commission meetings, and her community office hours.

Adjournment

Mayor Smith adjourned the meeting at 7:18 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: 10/24/2022

Consent Agenda

Application for License to Use City Property Adjacent to 209 N. Fifth Street

BACKGROUND:

Jared and Mary Meyers have submitted an application to use a small portion of the N. Fifth Street right-of-way adjacent to their home for the placement of a retaining wall. All City staff reviewers approved of the request, the City Attorney has drafted the license, and Mrs. Myers has signed the draft license.

FISCAL EFFECT:

The 2021-2022 application fee for a License to Use City Property was \$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

- ▣ Grant of License_Myers_209 N 5th St._08-PRU-10-22
- ▣ 08-PRU-10-22 Application_Myers_209 N 5th

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MARY MYERS, 209 N. Fifth, Marquette, Michigan 49855, "Myers," enter into this agreement on October 5, 2022, subject to the following conditions:

1. Background. The City owns the N. Fifth Street right of way, in the City of Marquette, and State of Michigan.
Myers desires to construct a retaining wall ("Wall"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$255.00, the City grants to Myers the right to construct and maintain the Wall on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Myers shall construct, and at all times while this License is in effect, maintain the Wall in good repair. Myers shall be responsible for all fees and expenses related to the construction and maintenance of the Wall and real estate described in Exhibit A.
4. Use. 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, Myers shall be responsible for any removal of, repair to or replacement of the Wall in connection with utility work. Myers 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. Reimbursement for damages. Myers shall reimburse the City for any physical damages to the City's real estate caused by Myers's use on the real estate. Myers 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 Myers's use. Myers'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. Myers reserves the right to control the defense and settlement of any claim for which Myers has an obligation to indemnify hereunder.
6. Revocation. 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, Myers shall remove the Wall from the real estate, at her own expense. Myers shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Entire Agreement. 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

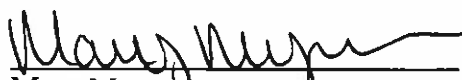
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on October 5th, 2022, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.


Kristin Lombard, Notary Public
State of Michigan, County of Marquette
My Commission Expires: April 5 2023
Acting in the County of Marquette

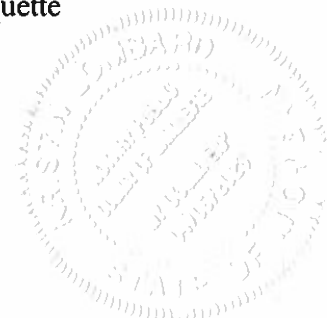
KRISTIN LOMBARD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MARQUETTE
MY COMM. EXPIRES APRIL 05, 2023

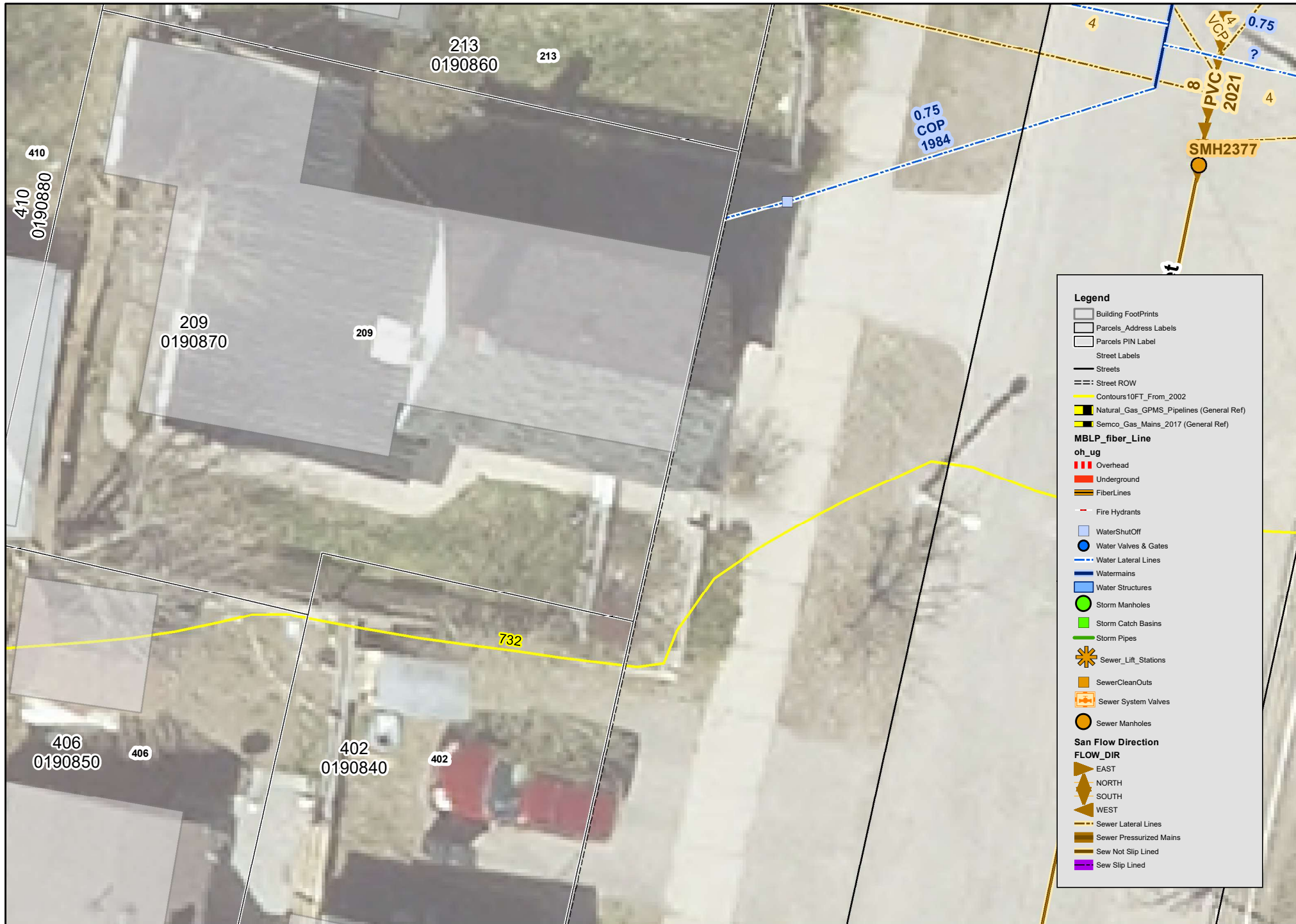

Mary Myers

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2022, by Mary Myers.

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette





In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.



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



Rec # 401585; Check # 5017

CITY STAFF USE

Date Submitted: 9/26/22 Parcel ID#: 0190870 File #: 08-PRU-10-22

Property Address/Location: 209 N. Fifth St.

Adequate Legal Description Submitted: ☒ Y ☐ N

Anticipated Hearing Date: 10/11/22

FEE \$255 (We can only accept Cash or Check (written to the City of Marquette))

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

Name: JARED MYERS

Address: 209 N. 5th St

City, State, Zip: Marquette, MI, 49855

Phone #: 906-251-1497

Fax #: _____

Email: JARED.ROBERT@YAHOO.COM

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Fax #: _____

Email: _____

****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?

209 N. 5th ST

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

Retaining wall needed to be replaced. Replacing with landscape blocks instead of cement wall.

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: _____

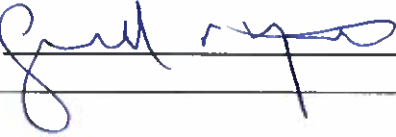
LEGAL DESCRIPTION

Legal description of the license/easement area:

SIGNATURE

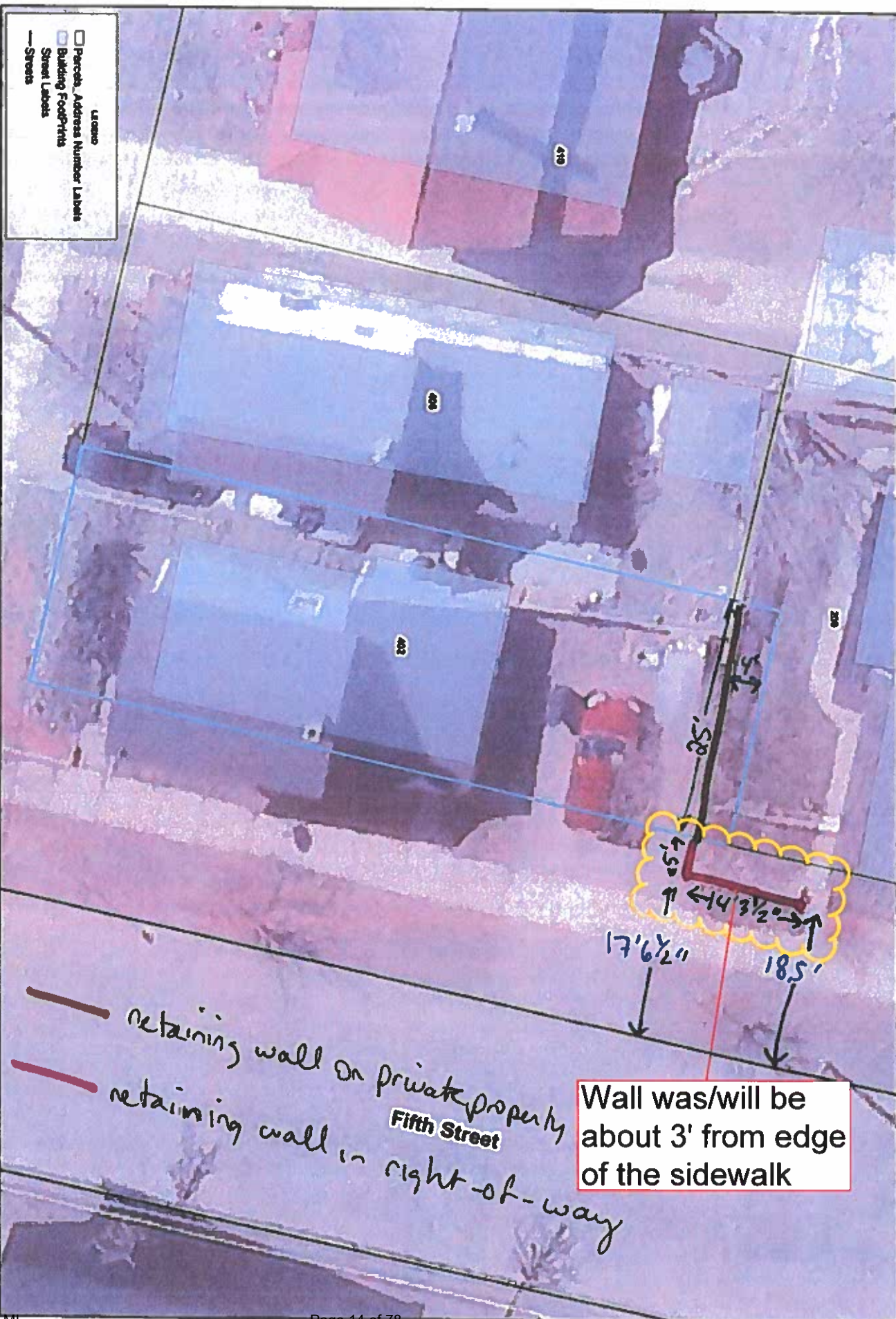
I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: _____



Date: _____

9/26/2022



- Legend
- Parcel, Address Number Labels
 - Building Footprints
 - Street Labels
 - Streets

In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

retaining wall on private property
 Fifth Street
 retaining wall in right-of-way

Wall was/will be about 3' from edge of the sidewalk

1 inch = 13 feet

File #: 08-PRU-10-2022

Parcel ID#: 0190870

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.

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
Planning & Zoning-Community Development		
Date Received: <u>09-14-22</u>	Yes	This is a reconstruction project. The wall spans two properties and the portion on private property is being handled through a zoning permit. No utilities would be affected.
Engineering Division of CD		
Date Received: <u>9-14-22</u>	Yes	The wall is being reconstructed and imposes no further issues to City utilities.
Fire		
Date Received: _____	N/A	
DPW		
Date Received: <u>09/22/22</u>	Yes	
Treasurer		No comment.
Date Received: <u>09-21-22</u>	Yes	
Police		
Date Received: <u>N/A</u>	N/A	
Community Services (Parks & Rec.)		
Date Received: <u>-----</u>	N/A	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda

Fire Police Pension Reciprocal Retirement Policy

BACKGROUND:

The Reciprocal Retirement Act (Michigan Public Act 88 of 1961) allows public employees to combine service they may have earned with another Michigan governmental unit in order to qualify for a pension. The City Commission adopted the provisions of sections one through five of the Reciprocal Retirement Act in 1965 for all City of Marquette employees, but the City has not, for the most part, implemented its provisions.

Additionally, while the Municipal Employees Retirement System (MERS) has a standard application and process for employees seeking to take advantage of reciprocal retirement benefits, the City's in-house Fire-Police (Act 345) Pension system so far does not. Because members are looking to utilize this benefit as a recruitment tool or benefit themselves through the application of prior service credits, a similar policy and application have been developed for our Act 345 Pension.

All active employees in the Pension System will be required to submit documentation if they plan to seek years of service for a reduced pension when age requirements have been met and per the policy, the City will require any new hires to submit documentation at the time of hire should prior service credit be a factor in retirement.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Adopt the attached Fire-Police Pension Reciprocal Retirement Policy and authorize staff to develop and implement a corresponding application process.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ RRA Policy

CITY OF MARQUETTE FIRE AND POLICE RETIREMENT SYSTEM

RECIPROCAL RETIREMENT POLICY

I. GENERAL

A. Purpose

- (1) The Reciprocal Retirement Act was enacted to provide for the preservation and continuity of retirement system service credit for public employees who transfer employment between units of government in the State of Michigan. Section 294.01 of the Retirement Ordinance acknowledges the City's adoption of the Reciprocal Retirement Act, Act 88 of 1961, as amended (MCL 38.1101 *et seq.*) (the "Reciprocal Retirement Act") and recognizes its application to the Fire and Police Retirement System and its Membership.

B. Definitions

- (1) **"Board"** means the Board of Trustees of the City of Marquette Fire and Police Retirement System.
- (2) **"City"** means the City of Marquette, Michigan.
- (3) **"Governmental Unit"** means the State of Michigan to the extent that employees of the state are covered under a Reciprocal Unit; and any Municipal Unit.
- (4) **"Member"** means any person who is included in the Membership of the Fire and Police Retirement System.
- (5) **"Municipal Unit"** means a county, city, village, township, or school district of the first class; and separate corporation or instrumentality established by one or more counties, cities, or villages, as permitted by law; any corporation or instrumentality supported in most part by counties, cities, and villages, or any of them; any public corporation charged by law with the performance of a governmental function and whose jurisdiction is coextensive with one or more counties, cities, and villages.
- (6) **"Fire and Police Retirement System"** means the City of Marquette Fire and Police Retirement System.
- (7) **"Reciprocal Retirement System"** means, in the case of a Municipal Unit electing to become a Reciprocal Unit, the Retirement System under which the municipal unit covers its employees. In the case of a State Unit, Reciprocal Retirement System means a State Unit which elects to become a Reciprocal Unit.
- (8) **"Reciprocal Unit"** means any State Unit or Municipal Unit which elects to come under the provisions of the Reciprocal Retirement Act.

- (9) **“Retirement System”** means a retirement, pension, or annuity system, plan or fund under which a Governmental Unit covers its employees. The term “Retirement System” does not include the federal social security old-age survivors’ and disability insurance program.
- (10) **“State Unit”** means the State Employees’ Retirement System; Public School Fire and Police Retirement System; Judges’ Retirement System; Probate Judges’ Retirement System; State Police Retirement System; and Legislative Retirement System.

II. RECIPROCITY

A. Section 4 – Succeeding Service Credit

- (1) Section 4 of the Reciprocal Retirement Act (MCL 38.1104) provides that if a Member of the Fire and Police Retirement System leaves the employ of the City and enters the employ of another Governmental Unit(s), they may be eligible to receive a retirement allowance from the Fire and Police Retirement System subject to the following conditions:
 - (a) The former Member must have had at least thirty (30) months of service credit in the Fire and Police Retirement System;
 - (b) The former Member must not have withdrawn their employee contributions from the Fire and Police Retirement System or has re-deposited any withdrawn amounts, with interest, within twenty (20) years of becoming employed with a succeeding Governmental Unit;
 - (c) The former Member must have been employed by a succeeding Governmental Unit within twenty (20) years after leaving the employ of the City;
 - (d) The former Member’s credited service with the Fire and Police Retirement System, when combined with the credited service acquired in the employ of a succeeding Governmental Unit(s), equals to or exceeds the minimum credited service required for age and service retirement from the Fire and Police Retirement System at the time of their separation from service with the City;
 - (e) The former Member has attained at least sixty (60) years of age; and
 - (f) The former Member submits written documentation to the Board verifying:
 - (i) the name of the succeeding Governmental Unit;
 - (ii) the dates/period of time employed by the succeeding Governmental Unit; and
 - (iii) The service credit acquired with the Retirement System of the succeeding Governmental Unit.
- (2) A former Member who satisfies the foregoing requirements shall be eligible to receive a retirement allowance from the Fire and Police Retirement System based upon the formula, final average compensation, and service credit in force with the Fire and Police Retirement System at the time of their separation from service with the City’s Act 345 Pension system. Per Act 345 the vesting requirements are 10 years. The retirement allowance shall be payable as of the first day of the second calendar month immediately following the month

in which proper written application is filed with the Board, on or after the former member's attainment of sixty (60) years of age.

B. Section 5 – Prior Service Credit

- (1) Section 5 of the Reciprocal Retirement Act (MCL 38.1105) provides that if a Member of the Fire and Police Retirement System previously acquired credited service as a member of another Governmental Unit Retirement System(s), they may be eligible to retire and receive a retirement allowance from the Fire and Police Retirement System if all of the following conditions are met:
 - (a) The Member has thirty (30) months or more of credited service standing to their credit as a Member of the Fire and Police Retirement System;
 - (b) The Member has attained the age but not the service requirement for age and service retirement under the Fire and Police Retirement System;
 - (c) The Member became a Member of the Fire and Police Retirement System within twenty (20) years of leaving employment with the prior Governmental Unit (the prior Governmental Unit is not required to be a Reciprocal Unit and the Member is not required to draw a retirement benefit or have employee contributions on deposit with the prior Governmental Unit); and
 - (d) The Member submits written documentation to the Board verifying:
 - (i) The name of the prior Governmental Unit(s);
 - (ii) The dates/period of time employed by the prior Governmental Unit(s); and
 - (iii) The service credit acquired as a member of the prior Governmental Unit(s) Retirement System.
- (2) A Member who satisfies the foregoing requirements shall be entitled to a retirement allowance from the Fire and Police Retirement System that is calculated using only the service credit earned as a Member of the Fire and Police Retirement System.

III. POLICY

A. Recognition of Service Credit

- (1) The recognition of service credit under the Reciprocal Retirement Act shall be approved by the Board and contingent upon the receipt of all required information and documentation.
- (2) Only service to a State Unit or a Municipal Unit in the State of Michigan, as specifically provided for in the Reciprocal Retirement Act, will be recognized by the Board as service to a Governmental Unit under the provisions of the Reciprocal Retirement Act.

- (3) It is the Member's/former Member's responsibility to contact the other Governmental Unit(s) to obtain the necessary documentation verifying their dates of service and participation in the other Governmental Unit(s) Retirement System(s).
 - (a) The Member's/former Member's failure to provide documentation substantiating their service with another Governmental Unit(s) may render the request for recognition of that service under the Reciprocal Retirement Act null and void. The Member/Former Member will be notified of this obligation, in writing, via a letter from the Board.
- (5) Service credit under the Reciprocal Retirement Act will be recognized on a consecutive basis only (i.e., concurrent service to multiple Governmental Units will not be counted twice).

B. Retiree Health Care and Other Benefits

- (1) The application of the Reciprocal Retirement Act is specifically limited to payment of a "retirement allowance" from a Retirement System. The Reciprocal Retirement Act does not provide an individual the ability to utilize other governmental service to meet the eligibility requirements for other benefits.
- (2) Life insurance, health care benefits, and other similar fringe benefits are not a "retirement allowance" covered by the Reciprocal Retirement Act. Therefore, Members utilizing the provisions of the Reciprocal Retirement Act to retire from City employment prior to satisfying the City's eligibility requirements for such benefits, will not be eligible to receive said benefits upon retirement.

IV. REVIEW AND AMENDMENT

- (1) This Reciprocal Retirement Policy shall be periodically reviewed as deemed necessary in the Board's sole discretion.
- (2) The Board, in consultation with its legal counsel, may amend this Reciprocal Retirement Policy at any time as deemed necessary to address changes to the Reciprocal Retirement Act or the Fire and Police Retirement System provisions.

V. HISTORY

- (1) This Policy was adopted by the Board on September 27, 2022. Upon its adoption, a copy of this Policy shall be forwarded to the appropriate representatives of the City including, without limitation, the Human Resources Director and Finance Director.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda **Fuel Purchasing**

BACKGROUND:

Annually the City purchases approximately 175,000 gallons of fuel for the City fueling depot. The City forces consume approximately 115,000 gallons of fuel annually. The other fuel is sold to other public entities such as Powell Township, the Marquette Downtown Development Authority, Northern Michigan University and Alger Marquette County Action Board. The City holds contracts to supply these entities with fuel at a markup of \$0.22 per gallon to help cover repair and maintenance, replacement and other operating costs of the fuel system.

The current City process as approved at the June 13, 2011 Commission meeting is using “point sales” or “spot sales.” Bids are obtained from distributors the day of the sale and the sale is awarded to the low bid. This process will be used for fuel purchases at both the Municipal Service Center and City Marinas.

FISCAL EFFECT:

Fuel is charged to inventory when it is purchased. As fuel is consumed by the Motor Pool vehicles, it is charged to the Fuel System Fund. The Fuel System Fund has \$535,000 budgeted for FY 22/23. The other entities purchasing fuel are billed on a monthly basis.

RECOMMENDATION:

Reaffirm the current City procedure for purchasing fuel, and authorize the City Manager to approve the purchase of fuel under the procedure.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda

Hockey Mutineers of Marquette - Ice Use Agreement

BACKGROUND:

The Hockey Mutineers of Marquette have requested an Agreement for Use of Lakeview Arena - Ice Use. Staff has worked with the City Attorney and the Hockey Mutineers to draft a standard Use Agreement which provides for the terms and conditions of the request. The agreement allows for two equal payments of \$3,360, one upon execution of the agreement and the second on January 1, 2023. The Hockey Mutineers of Marquette have requested a total of 32 hours for \$6,720 for the FY 2023 ice season. Any additional hours of ice usage will be billed and paid at the end of the season.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$6,720 upon approval.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with Hockey Mutineers of Marquette, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement, Customer Schedule, Exhibit A
- ▣ Insurance

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____ 2022, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and the **HOCKEY MUTINEERS OF MARQUETTE**, a Michigan corporation, of 401 East Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2022, through March 31, 2023.

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

1. In consideration of two (2) equal payments of \$3,360.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 32 hours. The City will invoice the User Group on October 1, 2022 and on January 1, 2023, with payment due no later than thirty (30) days after each invoice date. The City shall invoice or issue a refund to reflect all additional, or fewer, hours of ice usage at the end of this agreement.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall

not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

5. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in an observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

6. The User Group agrees to release, indemnify and hold harmless the City, its officers, directors, agents, representatives, contractors and employees from any and all claims, including attorney fees and costs, that may be brought against it by anyone claiming to have been injured or damaged as a result of the User Group's use of or activities, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with Hockey Mutineers of Marquette activities, except to the extent caused by the City's gross negligence or intentional misconduct.

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise

from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

8. The occurrence of any of the following shall constitute a default by the User Group:

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
- c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
- d. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
- e. The User Group fails to make any payment when due.

9. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

10. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

11. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

12. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

13. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

14. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

16. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

17. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

CITY OF MARQUETTE

HOCKEY MUTINEERS OF MARQUETTE

Jennifer A. Smith, Mayor

By:
Its:

Katie Enright
Manager

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

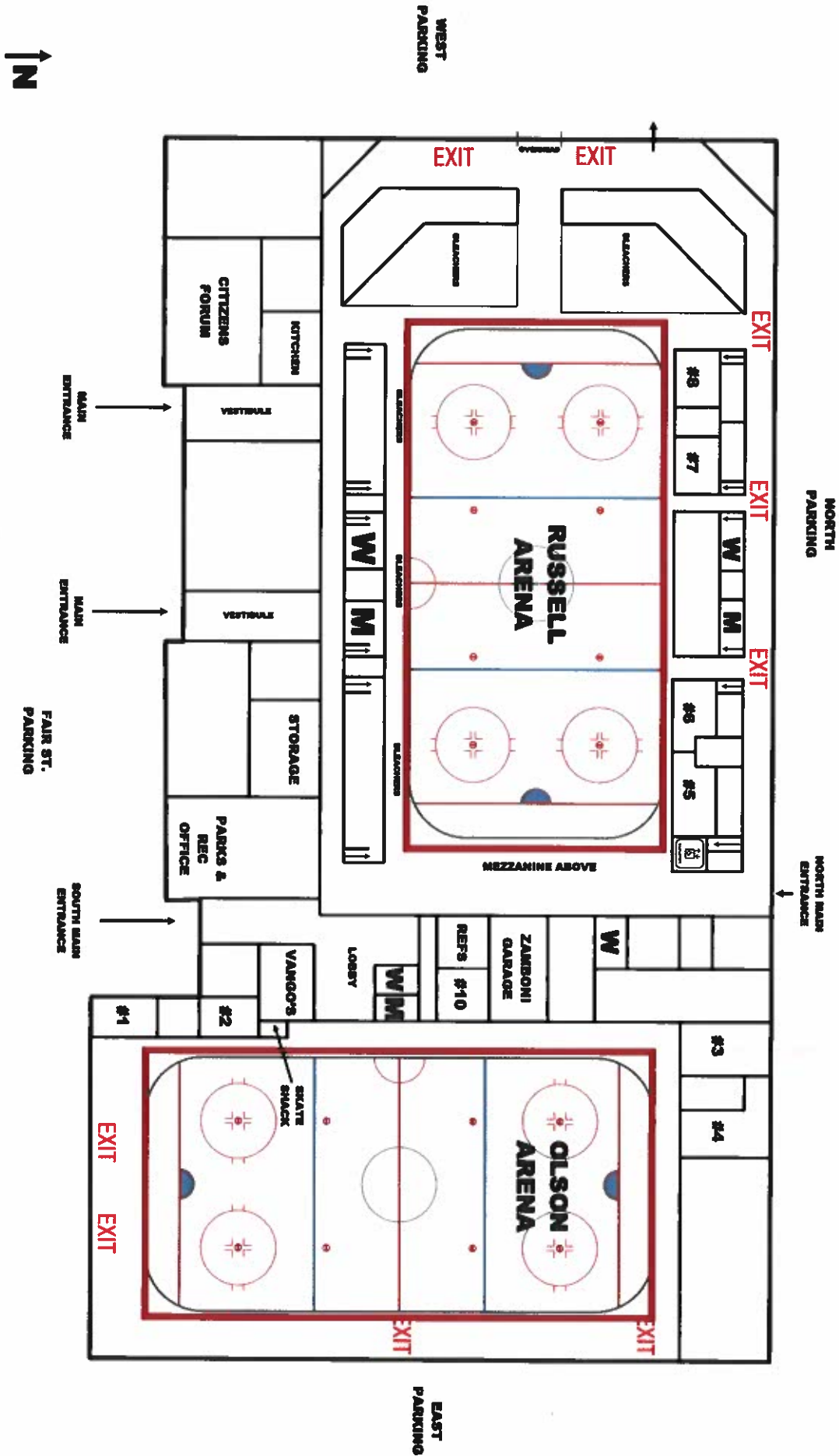
APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A



Permit



City of Marquette Community
Services
401 E. Fair Ave
Marquette, MI, US 49855

PHONE:(906) 228-0460

Permit # R3998

Status Approved

Date Jul 20, 2022 10:41 AM

Organization Name	Mutineers - 65	Organization Phone 1	(906) 282-0957
Customer Type	General Public	Number	
Organization Address	327 US Highway 41 E Negaunee, MI 49866		
Agent Name	Ben Hughes	Home Phone Number	(906) 241-3615
		Email Address	benhughs@alumni.nmu.edu
System User	miaanderson	Payer	Mutineers

Rental Fee	\$6,930.00
Discounts	\$0.00
Subtotal	\$6,930.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$6,930.00
Total Payment	\$6,300.00
Refunds	\$0.00
Balance	\$630.00

Marquette Mutineers		1 resource(s)	13 booking(s)	Subtotal: \$6,930.00
Booking Summary				
Russell Arena - Ice (Ice Rental Resident)			Center: Lakeview Arena	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 7, 2022 8:00 PM	Oct 7, 2022 9:00 PM	1	\$210.00	
	Cleanup			
	8:50 PM - 9:00 PM			
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 1	\$210.00		
Oct 8, 2022 4:00 PM	Oct 8, 2022 5:00 PM	1	\$210.00	
	Cleanup			
	4:50 PM - 5:00 PM			
Ice Time Hourly Prime - Resident S-S	\$210.00 / Hour x 1	\$210.00		
Oct 23, 2022 5:00 PM	Oct 23, 2022 6:00 PM	1	\$210.00	
	Cleanup			
	5:50 PM - 6:00 PM			
Ice Time Hourly Prime - Resident S-S	\$210.00 / Hour x 1	\$210.00		

Oct 28, 2022 6:30 PM	Oct 28, 2022 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 3		\$630.00
Nov 12, 2022 6:30 PM	Nov 12, 2022 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident S-S	\$210.00 / Hour x 3		\$630.00
Dec 3, 2022 6:30 PM	Dec 3, 2022 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident S-S	\$210.00 / Hour x 3		\$630.00
Jan 20, 2023 6:30 PM	Jan 20, 2023 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 3		\$630.00
Jan 21, 2023 6:30 PM	Jan 21, 2023 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident S-S	\$210.00 / Hour x 3		\$630.00
Jan 27, 2023 6:30 PM	Jan 27, 2023 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 3		\$630.00
Jan 28, 2023 6:30 PM	Jan 28, 2023 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident S-S	\$210.00 / Hour x 3		\$630.00
Feb 3, 2023 6:30 PM	Feb 3, 2023 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 3		\$630.00
Feb 24, 2023 7:30 PM	Feb 24, 2023 10:30 PM	1	\$630.00
	Cleanup		
	10:20 PM - 10:30 PM		
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 3		\$630.00
Mar 3, 2023 6:30 PM	Mar 3, 2023 9:30 PM	1	\$630.00
	Cleanup		
	9:20 PM - 9:30 PM		
Ice Time Hourly Prime - Resident M-F	\$210.00 / Hour x 3		\$630.00

Payment and Refund					
RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1007613.002	Jul 27, 2022	Ice Time Hourly Prime - Resident M-F	Marquette Mutineers	Russell Arena - Ice	\$3,780.00
1007613.002	Jul 27, 2022	Ice Time Hourly Prime - Resident S-S	Marquette Mutineers	Russell Arena - Ice	\$2,520.00
3004732.002	Sep 12, 2022	Ice Time Hourly Prime - Resident M-F	Marquette Mutineers	Russell Arena - Ice	\$210.00
3004732.002	Sep 12, 2022	Ice Time Hourly Prime - Resident S-S	Marquette Mutineers	Russell Arena - Ice	-\$210.00
3005439.002	Oct 17, 2022	Ice Time Hourly Prime - Resident M-F	Marquette Mutineers	Russell Arena - Ice	\$0.00
3005439.002	Oct 17, 2022	Ice Time Hourly Prime - Resident S-S	Marquette Mutineers	Russell Arena - Ice	\$0.00

Payment Schedules			Original Balance: \$6,930.00 Current Balance: \$630.00		
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 1, 2022	\$1,260.00	\$1,260.00	\$0.00	\$0.00	
Dec 1, 2022	\$630.00	\$630.00	\$0.00	\$0.00	
Jan 1, 2023	\$630.00	\$630.00	\$0.00	\$0.00	
Feb 1, 2023	\$2,520.00	\$2,520.00	\$0.00	\$0.00	
Mar 1, 2023	\$1,260.00	\$1,260.00	\$0.00	\$0.00	
Apr 1, 2023	\$630.00	\$0.00	\$0.00	\$630.00	

X: _____

X: _____

Date: _____

Date: _____

City of Marquette Community Services
Mailing Address: 401 E. Fair Ave, Marquette, MI
49855
Phone Number: (906) 228-0460

Mutineers
Customer Type: General Public
Customer ID: 31627
Mailing Address: 327 US Highway 41 E, Negaunee, MI
49866
Organization Phone 1 Number: (906) 282-0957
Authorized Agent Name: Ben Hughes
Home Phone Number: (906) 241-3615
Email Address: benhughes@alumni.nmu.edu



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/18/2022

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager PHONE (A/C, No, Ext): * FAX (A/C, No): * E-MAIL ADDRESS: * INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Manufacturers' Association In NAIC # 12262 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	

COVERAGES

CERTIFICATE NUMBER: W26323034

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Participant Legal Liability ☒ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		302201-13-12-76-8	09/01/2022	09/01/2023	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 \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	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)

Marquette Mutineers-MIH8005-facility rental for sanctioned USAH practices / games.

Certificate holder is provided an additional insured status as respects to liability claims arising out of the negligence of the named insured, and is subject to the full policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette Michigan 300 West Baraga Street 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 
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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda

Hockey Mutineers of Marquette - Locker Room Lease Agreement

BACKGROUND:

Hockey Mutineers of Marquette has requested a lease for locker room space at Lakeview Arena. Staff has worked with the City Attorney and Hockey Mutineers of Marquette to draft a standard Lease Agreement which provides for the terms and conditions of the request. The monthly payment is \$1,257.66, with the first and last payment being prorated at \$628.83. The first payment is due upon execution of this agreement. The term is five months from October 15, 2022 to March 15, 2023.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$6,288.30 in revenue for FY 2023.

RECOMMENDATION:

As required by City Charter, move the Lease Agreement with the Hockey Mutineers of Marquette for locker room space at Lakeview Arena to the next regular commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease and Exhibit A
- ▣ Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and the **HOCKEY MUTINEERS OF MARQUETTE**, a Michigan corporation of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee space known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches’ office, locker area, showers and restroom in accordance with the terms and conditions contained herein.

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

I – Leased Premises

- 1.1 Lessor leases to Lessee space as known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches’ office, locker area, showers and restroom.
- 1.2 Lessee shall develop architectural and engineering plans for renovations required to meet specific needs of Lessee for its intended uses. Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.

II – Term of Lease

- 2.1 The term of this lease shall be for a period of five (5) months from October 15, 2022 to March 15, 2022.

III – Rent

- 3.1 Lessee shall pay \$6,228.32 for the entire lease term, the first prorated payment of \$628.83 being due October 15, 2022 with subsequent payments of \$1,257.66 being due November 1, 2022; December 1, 2022; January 1, 2023; and February 1, 2023; and a final prorated payment of \$628.83 begin due March 1, 2023. This rent includes rent for the locker room space at \$14.00 per square foot for 974 square feet for 5 months and rent for the coaches office at \$7.00 per square foot for 208 square feet for 5 months.

3.2 Lessee shall be responsible for maintaining the Leased Premises.

Lessee shall be entitled to the use of common wash rooms and concessions.

Lessee shall be responsible for telephone and internet service.

IV – Use of Leased Premises

4.1 Lessee shall use the Leased Premises only as office space, locker area, weight room, showers and restroom, and not for any purpose that would:

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

V – Use of Common Areas by Lessee

5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

VI – Maintenance and Repair

- 6.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the Leased Premises.
- 6.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which Lessee has brought to the Leased Premises, or which are peculiar to Lessee's uses. Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Leased Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

VII – Insurance and Indemnity

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

cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction, use or occupancy of the Leased Premises.

VII – Damage by Fire or Other Causes

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

IX – Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the leasehold or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

X – Use of Premises by Lessor

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

XI – Covenant of Quiet Enjoyment

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

XII – Lessor’s Right to Perform Lessee’s Obligation

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

XIII – Default by Lessee

- 13.1 The occurrence of the following event may, at Lessor’s option, be deemed an event of default:
- a) failure to perform Lessee’s covenants and agreements contained in this agreement, provided, however, that Lessor has provided Lessee with written notice of the failure and Lessee has failed to promptly commence to cure the default and diligently prosecute the curing of the default which remains uncured for a period of thirty (30) days after written notice from Lessor.
- 13.2 In the event of default by Lessee, Lessor shall have the following remedies:
- a) In the event of the occurrence of an event of default, Lessor shall have the right to give ninety (90) days of written notice of termination to Lessee and on the date specified in said notice, the lease will terminate unless, on or before the date of termination, all arrears of rent and other sums due from Lessee to Lessor and all other events of default have been fully cured.
 - b) Lessor shall have the right to terminate and repossess the Leased Premises without prejudice to other remedies that Lessor may have. Upon receipt of notice of termination, Lessee shall remove itself and any other person occupying the premises.
 - c) Lessor shall have all the rights and remedies of a Lessor as provided by applicable law.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

XIV – Surrender of Leased Premises Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee’s expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or

termination of the lease, Lessee shall quit and surrender the Leased Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Leased Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Leased Premises or other areas of Lakeview Arena. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the Leased Premises to useable condition shall be the financial responsibility of the Lessee.

- 14.2 If upon thirty (30) days following termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same and costs incurred in disposing of same shall be the financial responsibility of Lessee.

XV - Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall

be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

- 15.8 Each person executing this Lease for a party hereby represents and warrants that he or she has the full power and authority to enter into this Lease on behalf of the party for which he or she signs and to make this lease binding on such party.

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

CITY OF MARQUETTE

HOCKEY MUTINEERS OF MARQUETTE

Jennifer A. Smith, Mayor

By: Katie Enright

Its: Manager

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

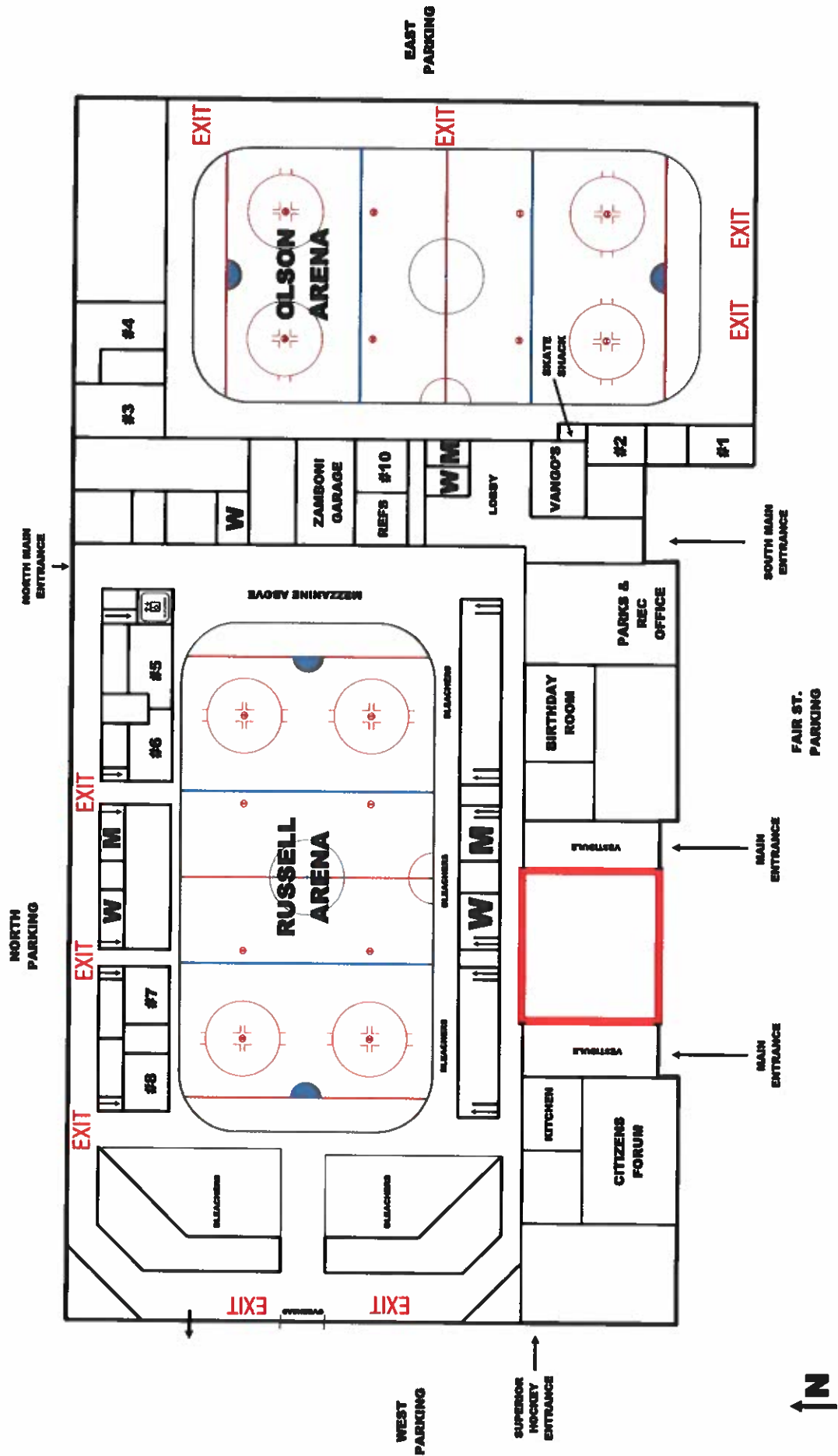
Approved as to Form:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/18/2022

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager PHONE (A/C, No, Ext): * FAX (A/C, No): * E-MAIL ADDRESS: * INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Manufacturers' Association In NAIC # 12262 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	

COVERAGES

CERTIFICATE NUMBER: W26323034

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Participant Legal Liability ☒ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		302201-13-12-76-8	09/01/2022	09/01/2023	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 \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	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)

Marquette Mutineers-MIH8005-facility rental for sanctioned USAH practices / games.

Certificate holder is provided an additional insured status as respects to liability claims arising out of the negligence of the named insured, and is subject to the full policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Marquette Michigan 300 West Baraga Street 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 
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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda

Marquette County Solid Waste Management Authority Bill Payment

BACKGROUND:

The City of Marquette entered into an Intergovernmental Agreement for the disposal of solid waste and the establishment of a joint solid waste management authority on June 16, 1988, along with 21 other constituent municipalities. Under the agreement, the municipalities are responsible for overseeing collection and transportation of solid waste generated under this jurisdiction. As part of this responsibility, they are responsible for authorizing haulers and collection of system charges from those haulers through their internal invoicing process. The agreement also requires all solid waste generated in the County to be hauled to the facility created by this agreement.

This process was later confirmed and expanded upon in a user agreement between the Marquette County Solid Waste Management Authority (MCSWMA) and the City of Marquette entered into on July 10, 1989. Such agreements were authorized when the Articles of Incorporation for the Authority were adopted by the City Commission on July 11, 1988.

The way this is carried out is that the hauler obtains a permit from the City and the City is billed on a monthly basis by the MCSWMA for all permitted haulers using the facility. The annual City budget reflects this process with an estimated corresponding expense and revenue that cancel each other through our internal invoicing process. This is essentially pass through money. In the event that the expense is less than or greater than the budgeted amount the offsetting revenue is adjusted accordingly through our internal invoicing process.

FISCAL EFFECT:

The current fiscal year budget contains offsetting revenues and expenditures in the amount of approximately \$711,500 to accommodate residential and commercial haulers that operate within the City for FY 2023. Individual City departments budget for their own solid waste disposal through this system as part of their operating budget for an approximate total of \$115,000, which includes \$80,000 in already approved expenditures through our seven-year contract for the hauling at the household rubbish drop-off site.

RECOMMENDATION:

Reaffirm the previously signed agreements listed in the background and the budgeted amounts presented during the budget process and approve the purchase order in the amount of \$826,500 with the understanding that the expenditures may vary, depending on the amount of activity through residential and commercial haulers.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda

Noquemanon Trails Network - Office and Storage Lease Agreement

BACKGROUND:

The Noquemanon Trails Network Council (NTN) has requested a lease agreement for office and storage space at Lakeview Arena. Staff has worked with the City Attorney and NTN to draft a standard lease agreement which provides for the terms and conditions of the request. The monthly lease payment shall be \$540.75. The term of the lease is one year.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$6,489 in revenue for FY 2023.

RECOMMENDATION:

Move the lease agreement with Noquemanon Trails Network Council for office space at Lakeview Arena to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter “LESSOR”, and **NOQUEMANON TRAILS NETWORK COUNCIL**, a Michigan corporation, of 401 E. Fair Street, Marquette, MI 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space and storage space as shown in Exhibit “A” located in Lakeview Arena’s Russell Arena in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit “A” within the Russell Arena.
- 1.2 Lessor agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee’s intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessor, and Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease shall begin on October 1, 2022 and end September 30, 2023.

3. Rent

- 3.1 Office Space: Annual rental amount for office space shall be Fourteen and 00/100 Dollars (\$14.00) per square foot (432 square feet). Lessee shall pay Five Hundred Four and 00/100 Dollars (\$504.00) monthly. Lessee shall be responsible for its telephone and internet service.
- 3.2 Storage Space: Annual rent storage space shall be Seven and 00/100 Dollars (\$7.00) per square foot (63 square feet). Lessee shall pay Thirty-Six and 75/100 Dollars (\$36.75) monthly.
- 3.3 All rental payments are due in advance, on the first day of each month of this lease.
- 3.4 Lessee shall be entitled to the use of common wash rooms and concessions.

4. Use of Leasehold Premises

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

5. Use of Common Areas and Arena Facilities by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.
- 5.2 Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the Lessee, in locations determined by the Arena Management and subject to availability.
- 5.3 Lessee recognizes that use of Arena facilities must be properly planned. Lessee will provide a minimum of forty-eight (48) hours notice to Arena Management in the event of any desired facility use, changes, cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to Lessee's use.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all janitorial and cleaning and all repairs of any nature of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment, and keep them in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

7. Insurance and Indemnity

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

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired

by Lessor and at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) percent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.
- 10.3 Lessee acknowledges that the use of the Premises is shared with Lessor, and that Lessor, and its assigns, agents and employees may enter the space at any time without prior notice to Lessee.

11. Covenant of Quiet Enjoyment

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

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

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease

including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
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- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

CITY OF MARQUETTE

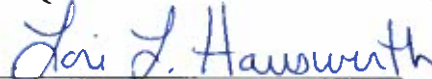
Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

NOQUEMANON TRAILS NETWORK COUNCIL


By: LORI L. HAUSWIRTH
Its: EXECUTIVE DIRECTOR

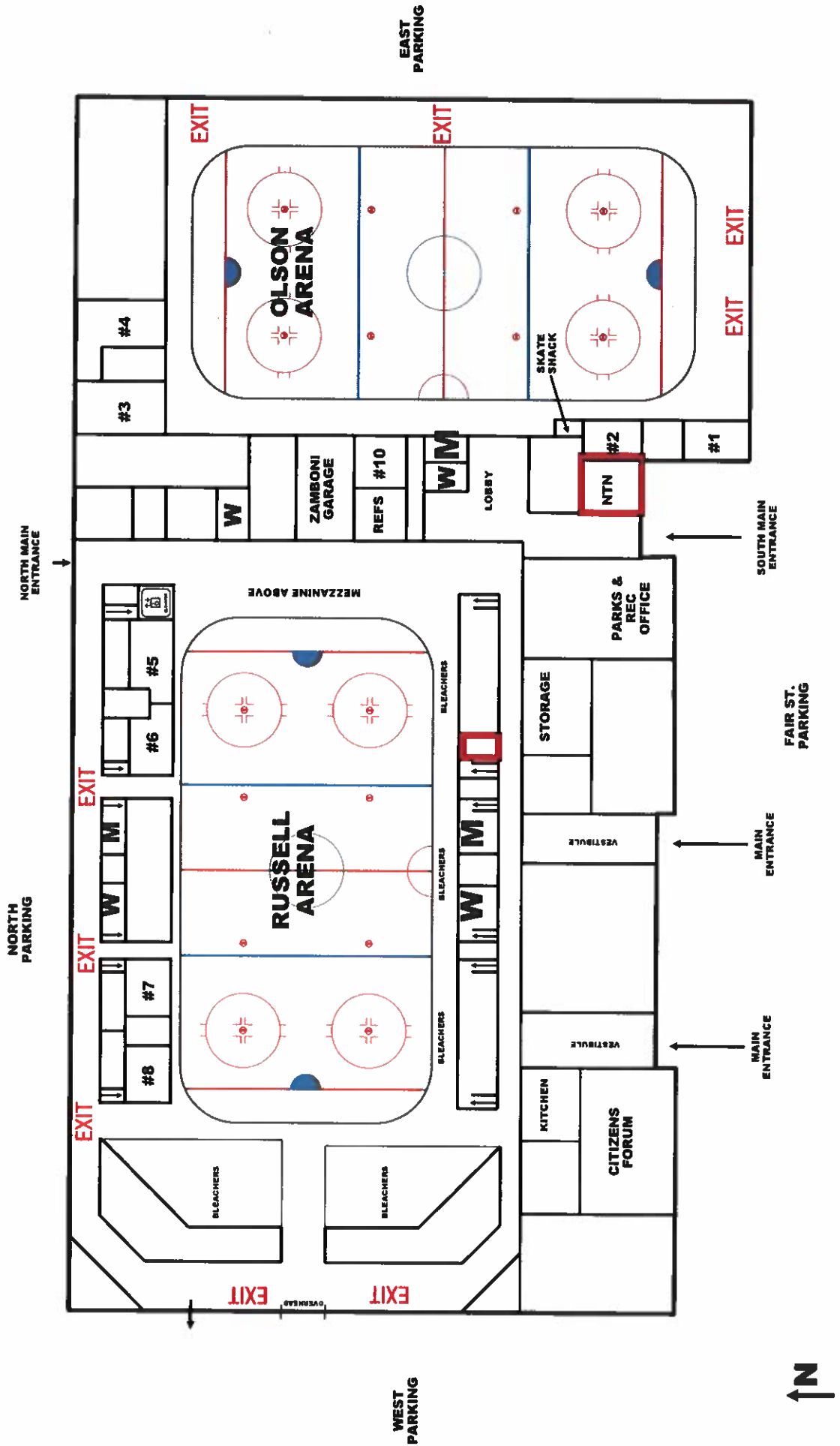
Approved as to Form:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2021

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.

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PRODUCER Marsh & McLennan Agency LLC 15561 Railroad Street Suite 201 Hayward WI 54843		CONTACT NAME: Theresa Terry PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: theresa.terry@MarshMMA.com	
INSURED Noquemanon Trails Network Council PO Box 746 Marquette MI 49855		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
NOQUETRAL		NAIC # 10120	

COVERAGES**CERTIFICATE NUMBER:** 1585668323**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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	SI8GL01714211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		SI8EX01455211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ 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)

The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

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

Scott Chapin

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda **Purchase of Belt Press Polymer**

BACKGROUND:

The Marquette Water and Wastewater facilities annually bid out process control chemicals, with the exception of belt press polymer. The supplier of belt press polymer is selected through a performance-based evaluation. Belt press polymer is utilized in the solids handling process for dewatering and thickening of treatment sludge prior to digestion and disposal. Polymers are unique in that each of the polymers on the market has a different chemical make-up and field testing is required to determine which polymer offers the best performance to meet the needs of the Wastewater Treatment Plant solids handling process. Because of this, competitive bidding provides no advantage to the City.

FISCAL EFFECT:

\$40,000 is budgeted annually for the purchase of belt press process polymer.

RECOMMENDATION:

Approve Midwest Chemical & Equipment of De Pere, Wisconsin as the preferred supplier of belt press polymer for an amount not-to-exceed \$40,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda **Sale of Surplus Equipment**

BACKGROUND:

City staff routinely auctions obsolete equipment. The following vehicles have been recommended for sale due to high maintenance issues:

- 1984 Allis ACP50L forklift
- 2012 Ford Expedition
- Two 2004 Pierce Arrow XT Pumper trucks

All reusable items and equipment will be removed from the vehicles prior to sale.

FISCAL EFFECT:

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

RECOMMENDATION:

Declare a 1984 Allis ACP50L forklift, a 2012 Ford Expedition and two 2004 Pierce Arrow XT Pumper trucks as surplus and authorize City staff to prepare the vehicles for auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

Consent Agenda **Utility Network Switches**

BACKGROUND:

The City's water/wastewater utilities have a stand-alone communication network for security purposes. The network switches used are approaching the end of their useful life. After consulting with the City's IT department, it was determined the best course of action would be to lease the switches moving forward. The City received a quote from SHI International, a preferred vendor and partner in the National Intergovernmental Purchasing Alliance, for the necessary replacement equipment. The City would use CCA Financial to lease the switches for five years (60 months), at a monthly cost of \$949 with a total lease cost of \$56,940.

FISCAL EFFECT:

The Water/Wastewater Utilities have sufficient funds in the 2022/23 Budget.

RECOMMENDATION:

Authorize the City Manager or her designee to sign a multi-year agreement with CCA Financial for switch equipment in an amount not-to-exceed \$56,940.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Quote



Date: 9/22/22
To: Todd Carruth
From: Nick Hogan
Subject: Lease Proposal – Switches and Ports

Thank you for allowing CCA the opportunity to offer our leasing services to your company. CCA is committed to providing superior customer service and flexible lease options designed to meet your requirements. Based on the information that CCA has been provided for your transaction, we are proposing the following:

Lessee: City of Marquette, MI

Lessor: CCA Financial, LLC

Equipment Descriptions: SHI Quote – 22508590 (Lines 1-4 & 9-12)

Equipment Cost: \$52,470

Lease Term & Rate: 60 months @ \$949/mo
Implicit Annual Interest Rate – 3.38%

Installation Period: Installation and Acceptance is scheduled for August 31st, 2022. Prior to Acceptance, CCA shall have the right to withdraw this proposal at its sole and absolute discretion based on material adverse change in the financial position of Lessee.

Rent Commencement: Rent will begin upon the acceptance date and the lease term will start on the first day of the month following the acceptance date (the "Commencement Date"). The rent during this period is calculated as one-thirtieth of the monthly rental.

End of Lease Options: Options include returning the equipment, purchasing the equipment, or extending the lease. All buyout and extension pricing is based on fair market value.

Equipment Upgrades: CCA will permit mid-term equipment upgrades and rework lease terms to facilitate Lessee's requirements under terms and conditions acceptable to both parties.

Customer Responsibilities: Lessee is responsible for all associated expenses such as transportation in/out, installation, deinstallation, insurance and all applicable taxes including personal property taxes and sales taxes.

Documentation: CCA standard documentation will be used and all terms of the Master Lease Agreement shall apply.

Proposal Expiration: This proposal expires at 5:00pm on 10/30/22.

Note: CCA Financial does not charge documentation fees.

Agreed to and Accepted by: Signature below constitutes your agreement to proceed with this proposal as stated.

Authorized Representative of City of Marquette, MI

Date: _____



Pricing Proposal
Quotation #: 22508590
Created On: 9/14/2022
Valid Until: 9/30/2022

MI-City of Marquette

Todd Carruth

M
United States
Phone: (906) 228-0418
Fax:
Email: tcarruth@marquettermi.gov

Inside Account Executive

Steve Squires

290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-764-888
Fax: 732-564-8553
Email: Steve_Squires@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials Cisco Systems - Part#: C9200CX-12P-2X2G-E	21	\$1,279.00	\$26,859.00
2 SNTC-8X5XNBD Catalyst 9000 Compact Switch 12-Port PoE Cisco Systems - Part#: CON-SNT-C920CXPO	21	\$399.00	\$8,379.00
3 C9200CX Cisco DNA Essentials, 3Y Term License, 12P Cisco Systems - Part#: C9200CX-DNAE12-3Y	21	\$155.00	\$3,255.00
4 19 in Rackmount for 9200CX switches Cisco Systems - Part#: RACKMNT-19-CMPACT	21	\$52.00	\$1,092.00
5 Catalyst 9000 Compact Switch 8 port PoE+, 240W, Essentials Cisco Systems - Part#: C9200CX-8P-2X2G-E	21	\$1,223.00	\$25,683.00
6 SNTC-8X5XNBD Catalyst 9000 Compact Switch 8 port PoE+ Cisco Systems - Part#: CON-SNT-C9200C88	21	\$361.00	\$7,581.00
7 C9200CX Cisco DNA Essentials, 3Y Term License, 8P Cisco Systems - Part#: C9200CX-DNAE8-3Y	21	\$151.00	\$3,171.00
8 19 in Rackmount for 9200CX switches Cisco Systems - Part#: RACKMNT-19-CMPACT	21	\$52.00	\$1,092.00
9 Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials Cisco Systems - Part#: C9200L-24P-4X-E	3	\$1,851.00	\$5,553.00
10 SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne Cisco Systems - Part#: CON-SNT-C920024X	3	\$342.00	\$1,026.00
11 C9200L Cisco DNA Essentials, 24-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-E-24-3Y	3	\$457.00	\$1,371.00

12 600W AC Config 5 Power Supply - Secondary Power Supply
Cisco Systems - Part#: PWR-C5-600WAC/2

3 \$1,645.00 \$4,935.00

Total \$89,997.00

Additional Comments

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

New Business

Application for License to Use City Property Adjacent to 848 Cedar St. and 511 E. Prospect St.

BACKGROUND:

Matt Treado has submitted an application for a license to use a portion of city property on parcel #0490040 for an existing fence and proposed extension of that fence with new materials to enclose a portion of the 848 Cedar St. property. The existing fence was placed after an easement was granted to Timothy Treado by the LS&I railroad (the former landowner) in 1993; it is approximately 226 feet long and encloses about 1,800 square feet of municipal land. The proposed fence extension would be about 64 feet long and enclose approximately 512 square feet of the City parcel. See the attachments to the application for graphics and details.

City staff reviewers from the Community Development and Public Works departments are opposed to approval of the request due to their being no apparent hardship or unusual circumstances that would justify allowing the enclosure of more of the public property, and thus the City Attorney has not been asked to draft a license.

FISCAL EFFECT:

The FY 2021-2022 application fee for a License to Use City Property was \$255 and has been paid.

RECOMMENDATION:

Deny the request.

ALTERNATIVES:

Grant the request and direct the City Attorney to draft a license agreement, which agreement would come back to the City Commission for approval at a future date.

ATTACHMENTS:

Description

- ▣ Application for License_Treado_848 Cedar St._07-PRU-10-22

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



CITY STAFF USE

Date Submitted: 9-29-2022 Parcel ID#: 0370450 File #: 07-PRU-10-2022
Property Address/Location: 848 Cedar Street (also adjacent to 511 Prospect St.)
Adequate Legal Description Submitted: Y / N Anticipated Hearing Date: 10-24-2022

FEE \$255 (We can only accept Cash or Check (written to the City of Marquette))

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

Name: Tim Treado
Address: 848 Cedar Street
City, State, Zip: Marquette, MI 49855
Phone #: 906-235-4809
Fax #: _____
Email: _____

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name: Matthew Treado
Address: 2915 Parkview Dr
City, State, Zip: Marquette, MI 49855
Phone #: 906-235-4810
Fax #: _____
Email: mtreado@upea.com

****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?
848 Cedar Street

Please describe the reason or necessity for the requested license/easement for use of the City property:
Existing fence is inside the City owned pedestrian corridor ROW. Proposed fence is an extension of the
existing fence line to the property line limits to the north.

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: See attached

LEGAL DESCRIPTION

Legal description of the license/easement area:

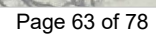
See attached aerial photo showing existing fence area indicated with a heavy red line and proposed fence area shown with a heavy magenta line.

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: Matthew Treado

Date: 9/29/22





Fence on the east side of the Treado property at 848 Cedar St., adjacent to municipal parcel #0490040, looking from south to north.



Looking south from the north end of the existing fence adjacent to 848 Cedar St.

File #: _____

Parcel ID#: _____

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.

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
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Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

Community Services (Parks & Rec.)

Date Received: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/24/2022

New Business

Donohue and Associates Inc. Engineering Services Contract

BACKGROUND:

At its October 13, 2020 meeting, the City Commission unanimously approved wastewater engineering design service for a State Revolving Fund (SRF) solids handling improvement project at the Wastewater Treatment Facility. The bids for the project came in \$1.8 million over the estimate and staff decided to delay the project and reapply for SRF funding, with the hope that the bidding environment would improve and that more grant funding would be available.

Staff has now been notified that the City was successful in securing a State SRF low-interest loan for \$11,715,000 that includes a \$5,857,500 principal forgiveness grant. Staff has negotiated a contract with Donohue & Associates for the Solids Handling Improvements Project Re-Bid, Engineering Services During Construction and Applications Engineering.

FISCAL EFFECT:

The wastewater budget has sufficient funds for this expense and will be reimbursed from the State Revolving Fund loan.

RECOMMENDATION:

Approve the contract with Donohue & Associates Inc. for the Solids Handling Improvements Project Re-Bid, Engineering Services During Construction and Applications Engineering Project for a not-to-exceed amount of \$542,200, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Contract

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ day of October, 2022 between the City of Marquette, hereinafter called "City" and Donohue & Associates Inc., a Wisconsin Corporation licensed to do business in Michigan, hereinafter called "Consultant".

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

Article 1

Project Name

The name of the Project shall be Professional Services for Solids Handling Improvements Project.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to City (attached as Exhibit A). Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the services are performed.

Article 3

Time of Completion

The completion date of this project is December 31, 2024.

Article 4

Terms and Conditions

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

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s)

in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$542,200. A fee estimate is attached as Exhibit B.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within thirty (30) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to City, suspend performance of services until all past due amounts are paid.

TERMINATION:

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

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

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

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

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

City shall make final payment within sixty (30) days after Consultant has delivered the last of the partially completed items and the final fee has been agreed upon.

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

INDEMNITY:

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

INSURANCE:

Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant.

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

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

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

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

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

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

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

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

10. **Limitation of Liability.** Neither Consultant, Consultant's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the City in excess of the compensation to be paid pursuant to this Agreement or five hundred thousand dollars (\$500,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, City and Consultant waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

B. Workers' Compensation

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

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

C. Automobile Liability

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

D. Commercial General Liability

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

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

E. Professional Liability

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

F. Property Coverage - Valuable Papers

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

INDEPENDENT CONSULTANT:

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

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

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

OWNERSHIP OF DOCUMENTS:

All documents produced by Consultant under this Agreement shall remain the property of City and may be used by City for any other endeavor without the written consent of Consultant. Any reuse of the documents, other than intended project, shall be at the City's sole risk. City shall indemnify and hold harmless Consultant from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of any document reuse or alteration by City or others acting through City.

APPLICABLE LAWS:

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

PURCHASING AGENT DESIGNATION AND AUTHORITY:

_____ is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and

not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on City and Consultant.

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

Signed this _____ day of _____, 2022.

CITY OF MARQUETTE

Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

DONOHUE & ASSOCIATES INC

Ann C. Willis

10/17/2022

Witness

Craig W. Brunner

By: CRAIG W. BRUNNER

Its: PRESIDENT

3311 NEEDEN CREEK RD.
Address: SHEBOYGAN, WI 53081

Telephone #: 920-208-0296

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne Larsen
City Attorney

EXHIBIT A
SCOPE OF THE WORK

**Project: Solids Handling Improvements Project Re-Bid, Engineering Services
During Construction and Applications Engineering**

A. PROJECT DESCRIPTION

Donohue and Associates design and the City of Marquette (Owner or City) is planning to revise and rebid the Solids Handling Improvements Project for the Marquette Wastewater Treatment Facility. The revised design shall include:

1. Moving BFP Feed Pump No 2 from Alternate 2 to the base bid.
2. Design the larger cake storage structure as part of the base bid. Delete Alternate 3.
3. Specify High Pressure W3 Pump No 1 as part of base bid. Delete Alternate 4.
4. Delete work related to the existing facilities' fire alarm system. This work was recently bid and awarded.
5. Specify the new facilities' fire alarm system, postaeration, and vactor pad work as part of the base bid. Require use of Edwards Signaling Systems for fire alarm system. Delete Alternate 5.
6. Design odor control system for high strength waste receiving tanks.
7. Design W3 piping improvements for W3 distribution.
8. Design permanent suction pipe for temporary chlorine contact drain pumps.
9. Re-design dewatering building as concrete masonry unit block instead of a pre-engineered metal building.
10. Revise Contract Documents to follow new Build America, Buy America requirements.

This project provides project management, design services, bid and award services, engineering services during construction, and applications engineering services for the Solids Handling Project.

B. TASK 1 – PROJECT MANAGEMENT

1. Prepare monthly invoices and status reports.
2. Navigate New Federal BABA Requirements for Funding – The Clean Water State Revolving Fund (CWSRF), as well as other federal funding programs, will include new Build America, Buy America requirements. At this time, it appears that the BABA requirements will be more comprehensive and restrictive than the federal American Iron and Steel (AIS) requirements of prior state revolving fund (SRF) programs. In addition to the previous AIS requirements, BABA includes this requirement:
 - a. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Regulators have yet to fully define how this requirement will be enforced and satisfied with and without waivers. As a result, manufacturers, suppliers, engineers, and contractors have yet to fully understand how to comply with the new BABA requirements, the time implications, and the cost implications. This task will fund, at least in part, design team efforts to navigate the BABA requirements and develop well-conceived, cost-effective, and time-efficient Bidding Document strategies that preserve CWSRF eligibility. It will also fund efforts during construction to manage vendor information requests, coordination with the CWSRF, and managing exception requests.

C. TASK 2 – DESIGN SERVICES AND BID AND AWARD

1. Prepare revised draft Bidding Documents.
2. Complete quality control review of Bidding Documents. Incorporate quality control review comments.
3. Deliver two copies of the Bidding Documents for City review. PDF versions of the documents will be provided as well.
4. Prepare 100% Opinion of Probable Construction Cost (OPCC).
5. Prepare for and conduct a Workshop with City Staff to review the Bidding Documents. Revise the design in response to agreed upon comments by the City.
6. Prepare revised Part 41 wastewater construction permit application if necessary. Submit permit application and Bidding documents to EGLE.
7. Prepare revised Part 91 construction site stormwater permit if necessary. Submit permit application to EGLE.
8. Assist the City in obtaining approval of the revised documents from the EGLE.
9. Incorporate comments from EGLE into the revised Bidding Documents.
10. Prepare bid advertisement and post Bidding Documents to QuestCDN.
11. Prepare for and conduct the Pre-Bid Conference.
12. Respond to questions submitted by prospective Bidders.
13. Prepare and distribute Addenda as appropriate to clarify, correct, or change the Bidding Documents.
14. Evaluate bids and prepare bid tabulation.
15. Submit a letter of recommendation for award to the City.
16. Assemble executed Notice of Award and submit to successful bidder.

D. TASK 3 – ENGINEERING SERVICES DURING CONSTRUCTION

1. Provide Construction-Related Services as the Engineer in accordance with General Conditions of the Contract Documents, the Supplementary Conditions of the Contract Documents, and the Scope of Services delineated below.
2. Obtain Certificates of Insurance from contractor and prepare draft Contract Documents, Notice to Proceed and conformed to contract documents for execution by the City and transmit to Contractor. Assist with Construction Contract Execution.
3. Provide General Administration of Construction Contract. Coordinate and communicate with Owner, Contractor, and subconsultants.
4. Prepare for and conduct the Pre-Construction Conference.
5. Review shop drawings and other required submittals.
6. Provide response to questions and technical clarifications.
7. Prepare request for proposals and change orders as needed.
8. Attend monthly construction progress conference calls. Combine site inspections with on-site monthly construction progress meetings when applicable.

9. Make on-site observation visits to review Contractor progress and quality of work. Take photos and record site inspection notes. 30 visits of 8-hours will be made by design engineers at Donohue (twice per month during active construction period). 104 visits of 4 hours each will be made of the on-going construction by GEI (twice per week during active construction period).
10. Review contractor's pay estimates and make recommendations to City for payment to Contractor.
11. Conduct Substantial Completion observation and prepare punch list (one visit, all engineering disciplines).
12. Conduct Final Completion observation (one visit).
13. Process Contractor's final pay estimate and complete closeout package.
14. Provide startup assistance for the new facilities. Prepare startup plans to coordinate responsibilities of the Contractor and the Owner. Submit startup plans to Owner and Contractor for review. Incorporate comments into revised Startup Plans. The on-site startup assistance shall be timed to assist the Owner and the Contractor with operation of the project-related systems. The scope includes 7 separate site visits for startup assistance. The visits are for:
 - a. EQ pump startup
 - b. Decant pump startup
 - c. Ferric chloride startup
 - d. Waste gas burner startup
 - e. Dewatering startup (BFP feed pump, polymer system, BFP, cake handling)
 - f. Waste receiving heating and mixing startup
 - g. Waste receiving startup (screening, storage, and pumping)
15. Compile Record Drawings consistent with Contractor provided redlines of the Contract Documents. Submit a PDF stamped by a PE to the City. Provide AutoCAD files.
16. Submit Record Drawings to EGLE and complete project completion notification.

E. TASK 4 – APPLICATIONS ENGINEERING

Provide application engineering services for the Solids Handling Improvements Project including the following major tasks listed below.

1. Project Management. Donohue shall coordinate with the Contractor and City throughout the Applications Engineering work.
2. Workshops. Donohue shall hold workshops with the Contractor and City as needed to complete the Applications Engineering work.
3. Control Strategies. Review and further define the Functional Descriptions in Specification Section 40 61 96. Review the control strategies with the City.
4. PLC, SCADA, and Historian Programming. Donohue will provide programming for process control system components provided by the Contractor. Programming will be completed in accordance with the specified Functional Descriptions in Specification Section 40 61 96. Programming includes, but is not limited to, PLCs, OITs, SCADA graphics, Historian configuration, trending, reporting software, alarming software, Asset Centre, and interfacing with power monitors, VFDs, vendor provided control panels, and instruments.

5. Startup and Functional Testing. Donohue will verify functionality of each I/O point ensuring the signal provided is indicated in the PLC, HMI graphics, and alarm notification system as required. Donohue will provide startup and functional testing of equipment to ensure functionality meets the design intent. The specified Functional Descriptions will be used for the basis of the functional testing.
6. Operations and Personnel Training. Donohue will provide technical training on the SCADA graphics. Training under this Amendment is intended to instruct personnel on the use of the SCADA graphics. Specific process operations training and equipment training will be covered by a combination of the O&M Specialist under the Engineering Services During Construction and the vendors providing equipment training. Technical training will be provided as follows:
 - a. PLC program review training for maintenance personnel to review the PLC programming, general navigation, organization, and basic functionality of the PLC programs. This training is intended for a basic level of understanding for troubleshooting and maintenance purposes.
 - b. HMI Graphic and Operations Training will be provided for operations personnel to review the HMI graphics, general navigation, and functional control of the process equipment.
 - c. Historian and Reporting Training will be provided for personnel that will need access to the historical data and reporting tools. Training will cover basic procedures for retrieving historical data, developing trends, and creating reports.
7. Documentation and O&M Manual. Upon Substantial Completion of the Project, Donohue will provide a final O&M Manual in modifiable electronic format as follows:
 - a. Functional Descriptions
 - b. PLC application programs
 - c. OIT application programs
 - d. Backup of SCADA system
8. Post Startup Services and Support. Throughout the correction period for the Project, Donohue will provide Post-Startup Services and Support. These Services will be provided on an as-needed basis to make modifications, updates, or additions to the existing process control system. It is not uncommon for utilities to request changes after using a new system for a few months. The intent of the Post-Startup Services is to provide operations and programming support for the Owner after construction activities are completed. These Services are outlined in the fee estimate summaries and will be provided upon request by and authorization from the Owner on a not-to-exceed basis.

F. ASSUMPTIONS

1. Owner will pay all regulatory review, approval, and permit fees.

Exhibit B

Marquette WWTP Solids Handling Improvements Project
Fee Estimate
Donohue & Associates

Task Description		Sheet Count	Hsieh ENG VII	Williams ENG III	Rennberger ENG I	Wood ENG I	Wills ENG VI	Lenson ENG I	Koehl ENG V	Rivers ENG II	Bell ENG VI	Edwards ENG II	Wojcikewicz ENG V	Wiese ENG V	Gahagan ENG V	Meisner ENG V	Roberts ENG V	Rudolph ENG V	Total Hours	Total Labor	Travel	Pricing & Mailing	Other Expenses	Total Cost	Subtotals	
		\$ 220	\$ 150	\$ 120	\$ 120	\$ 120	\$ 220	\$ 120	\$ 200	\$ 135	\$ 200	\$ 150	\$ 185	\$ 150	\$ 150	\$ 165	\$ 137	\$ 104								
P		PM / Process	Process / Admin	Process / Ops	Process	Mech		Mech	Elec	Elec	Controls / AE	Controls	Funding	Architecture	Structural	Sile-Civil	Sile-Civil	Const								
1 Project Management																										
1 Monthly invoices and status reports and coordination			40							12							4		44	\$ 6,740	\$ 1,200			\$ 7,940	\$ 37,844	
2 Navigate New Federal BABA Requirements for Funding			40									12	80				12		180	\$ 29,104				\$ 29,104	\$ 84,233	
2 Design Services and Bid and Award																										
Revised Draft Bidding Documents				8	16		8			12		12		48	48	2	18		170	\$ 25,262				\$ 25,262		
Quality Control Review and Incorporation		2	4	4	4		2			2	2	4		2	2	4	2	2	32	\$ 5,044				\$ 5,044		
100% OFCC				2	2					2				2	2	2	2		14	\$ 1,984				\$ 1,984		
Workshop and Comment Incorporation			4	4	1					1		1		2	2				15	\$ 2,485				\$ 2,485		
Revised Part 41 Application and EGLE approval																		4	\$ 600				\$ 600			
Revised Part 91 Application																	4	4	\$ 548				\$ 548			
Bid advertisement and pre-bid meeting		12	12					2		2		2			2	8		24	\$ 4,440	\$ 530			\$ 4,970			
Answer bidder questions		2	16					2		2		2			2	6		32	\$ 5,000				\$ 5,000			
Issue addenda as needed		2	16					2		2		2			2	6		32	\$ 5,000				\$ 5,000			
Bid evaluation		2	4														6	6	\$ 1,040	\$ 530			\$ 1,570			
Award recommendation, assemble notice of award		2	8															10	\$ 1,840				\$ 1,840			
Engineering Services During Construction																										
Contract execution, confirmed documents			4	16			40											60	\$ 8,080					\$ 8,080		
Construction Administration		40	100															140	\$ 23,800					\$ 23,800		
3 Pre-construction conference and monthly progress calls			4	40														76	\$ 10,208	\$ 530	\$ 200		\$ 10,938			
4 Review shop drawings				72		32		16		28		28		36	36	2	20		234	\$ 33,050				\$ 33,050		
5 Respond to questions				64				4		8		8		12	12	2	16		114	\$ 16,722				\$ 16,722		
6 Generate change orders as needed				24				4		4		4		8	8		4		48	\$ 6,868				\$ 6,868		
7 Observes/report construction progress			8	92		80		12		12		12		24	24			418	656	\$ 76,884	\$ 15,300			\$ 92,184		
8 Review pay applications and final pay estimates				16								12		12	12			16	\$ 2,400				\$ 2,400			
9 Substantial completion observation and punch list				12				12		12		12		12	12		4	76	\$ 10,676	\$ 1,424			\$ 12,100			
10 Final completion observation				12													4	16	\$ 2,216	\$ 510			\$ 2,726			
11 Startup Assistance		40	52			40												132	\$ 21,400	\$ 3,570			\$ 24,970			
12 Record drawings				8		80											4	92	\$ 11,348				\$ 11,348			
4 Applications Engineering																										
1 Project Management									25		25							50	\$ 10,000					\$ 10,000		
2 Workshops									16		24							40	\$ 8,000	\$ 600				\$ 8,600		
3 Control Strategies									48		48							48	\$ 9,600					\$ 9,600		
4 PLC Programming									80		120							200	\$ 40,000					\$ 40,000		
5 SCADA Programming									80		120							200	\$ 40,000					\$ 40,000		
6 Startup and Functional Testing									120		140							280	\$ 52,000	\$ 15,000				\$ 67,000		
7 Operations & Personnel Training											32							32	\$ 6,400	\$ 1,500				\$ 7,900		
8 Documentation & O&M Manual											32							32	\$ 6,400	\$ 100				\$ 6,500		
9 Post-Startup Services and Support									40		40							80	\$ 16,000					\$ 16,000		
Total			122	668	23	272	10	64	361	99	593	99	80	68	184	24	80	456	3,180	\$ 501,159	\$ 40,794	\$ 200	\$ -	\$ 542,153	\$ 542,399	
Total Labor Dollars by Staff			\$ 28,840	\$ 99,900	\$ 2,760	\$ 32,640	\$ 2,200	\$ 7,680	\$ 72,200	\$ 13,365	\$ 118,000	\$ 14,850	\$ 14,800	\$ 9,900	\$ 24,600	\$ 4,440	\$ 10,980	\$ 47,424								