

## City of Marquette, MI



### Meeting Agenda City Commission

**Monday, November 14, 2022  
7:00 PM  
Commission Chambers**

300 West Baraga Ave  
Marquette, Michigan 49855

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#### **Call to Order, Pledge of Allegiance and Roll Call**

City Clerk conducts election for Mayor  
City Clerk administers oath of office to Mayor  
City Clerk conducts election for Mayor Pro-tem  
City Clerk administers oath of office to Mayor Pro-tem  
Roll Call

#### **Approval of the Agenda**

#### **Announcements**

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

#### **1. Consent Agenda - Roll Call Vote**

- 1.a.** Approve the minutes of the October 24, 2022 regular Commission meeting
- 1.b.** Approve the total bills payable in the amount of \$ 3,235,927.17
- 1.c.** Blight Resolution to Support CDBG Application for Former MGH Campus - Roll Call Vote
- 1.d.** Community Development Block Grant Application
- 1.e.** Cliffs Dow EPA Cleanup Grant Application - Roll Call Vote
- 1.f.** Former Cliffs Dow Site Legal Compliance Retention Agreement
- 1.g.** Proclamation - Small Business Saturday
- 1.h.** Schedule a Public Hearing- Rezoning Parcel of NMU Owned Property at 1000 Wright Street
- 1.i.** Seamless HRA Plan Document
- 1.j.** Utilization of State Bid for Annual Salt Purchase
- 1.k.** Noquemanon Trails Network - Office and Storage Lease Agreement
- 1.l.** Hockey Mutineers of Marquette - Locker Room Lease Agreement

#### **New Business**

2. Approve 2023 City Commission Meeting Schedule
3. Letter of Resignation of Commissioner Jenn Hill
4. Procedure to Fill City Commission Vacancy

**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**

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**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](mailto:estemen@marquettemi.gov).*

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

**Consent Agenda - Roll Call Vote**

**Approve the minutes of the October 24, 2022 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ 10-24-22 Meeting Minutes



## City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

### Meeting Minutes City Commission

Monday, October 24, 2022  
6:00 PM  
Commission Chambers

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#### Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Hanley, Hill, Mayer, Smith

Absent: Davis, Stonehouse

Mayor Pro Tem Cody Mayer moved to excuse Commissioners Stonehouse and Davis due to personal reasons, seconded by Commissioner Evan Bonsall and Carried Unanimously.

#### Approval of the Agenda

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

#### Announcements

Mayor Smith had no 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

Commissioner Jessica Hanley moved to Approve the appointments as listed, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

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

Meredith Lyons shared her concerns about recent utility rate increases, and said she is looking for a better explanation of the need for the increases.

##### 2. Consent Agenda

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

- 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.

Mayor Pro Tem Cody Mayer moved to Deny the request due to there being no apparent hardship or unusual circumstances that would justify allowing the enclosure of more of the public property, seconded by Commissioner Jenn Hill.

Discussion ensued, and applicant Matt Treado spoke during privileged comment. Commissioners indicated a reticence to establish a precedent and a concern that the Community Master Planning process may lead to a change in use for the City property in question.

Commissioner Hanley said a change of use could actually impact Treado's private property negatively. Commission and staff discussed the ability to require the future removal of the fence addition, if granted.

Commissioners then voted on the motion, which carried 4-1 with Commissioner Hanley voting no.

- 4. Donohue and Associates Inc. Engineering Services Contract

Commissioner Jenn Hill moved to 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, 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.**

Barb Owdziej said she is wondering what the public input process for the Community Master Plan is going to look like.

Margaret Brumm talked about the makeup of the Community Master Plan steering committee and asked the Commission to appoint her to the group. She also said she was impressed with the consultants for the project, but that she thinks they should come back to Marquette during the winter months.

**Comments from the Commission**

**Commissioner Bonsall** talked about the new schedule of planned utility rate increases, which is designed to be more long-term and modest and easier to budget for. He said the increases are definitely necessary and talked about the amount of infrastructure in the City, specifically about the amount of very old infrastructure, and said that rates haven't historically kept up with the necessary costs. Commissioner Bonsall reminded people about the upcoming election, and shared hours for the City Clerk's office, for those looking to vote absentee.

**Commissioner Hanley** said there was a special meeting about the utility rates. She talked about the upcoming election, asked staff questions about the formation of the Community Master Plan steering committee and reminded residents of next week's trick-or-treating hours.

**Mayor Pro Tem Mayer** had no comments.

**Commissioner Hill** talked about utility bill assistance programs and said there are resources available for immediate needs. She also spoke about utility rates and brush pickup and wished everyone a happy Halloween.

**Mayor Smith** said the plan for the Community Master Plan community input sessions will be determined by the CMP steering committee and the consultants, but noted that it will be shared heavily when it's ready.

**Comments from the City Manager**

**City Manager Karen Kovacs** said the Community Master Plan steering committee was determined in part with recommendations from the consultants. She said it was intended to be a broad representation of the community, but that they know they will have to use the committee to reach beyond the groups directly represented and to promote participation.

She said staff would make sure the list of current board and committee openings is updated shortly.

She said water and sewer rate information is available online and she urged residents to contact the City Utility Billing Department if they need bill payment assistance.

**Adjournment**

Mayor Smith adjourned the meeting at 6:52 p.m.

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**Jennifer A. Smith, Mayor**

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**Kyle Whitney, City Clerk**

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote**

#### **Blight Resolution to Support CDBG Application for Former MGH Campus - Roll Call Vote**

##### **BACKGROUND:**

The City has been working with the NMU Foundation and the Michigan Economic Development Corporation to secure \$8 million in funding through the Community Development Block Grant (CDBG) Program. This funding is critical to the redevelopment of the former MGH Campus as it covers a majority of the demolition costs, thus making the project financially viable.

In order to proceed with the CDBG Application, the City Commission must pass a resolution declaring the area as blighted in accordance with a local ordinance or State law. In this case, the area meets the definition of blight per Public Act 344 of 1945 and a resolution reflecting such is hereby presented for your approval.

##### **FISCAL EFFECT:**

The City will be eligible to apply for \$8 million in funding.

##### **RECOMMENDATION:**

Adopt the Resolution as presented.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

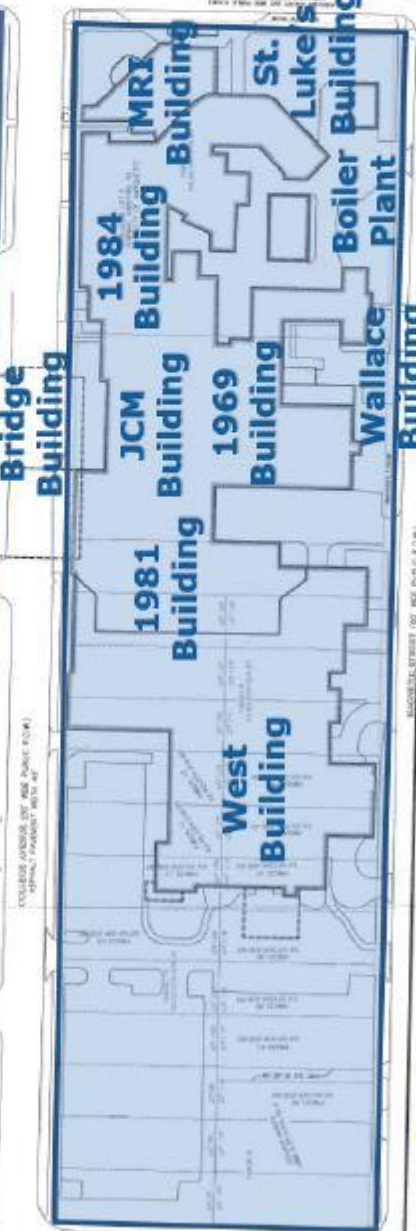
- ▣ Hospital Map
- ▣ CDBG Blight Resolution
- ▣ Inventory Statements

**See Inset #1**

AXIS AROUND THE NEW PUBLIC PARK  
SIGNAL PRESENT WITH 40'

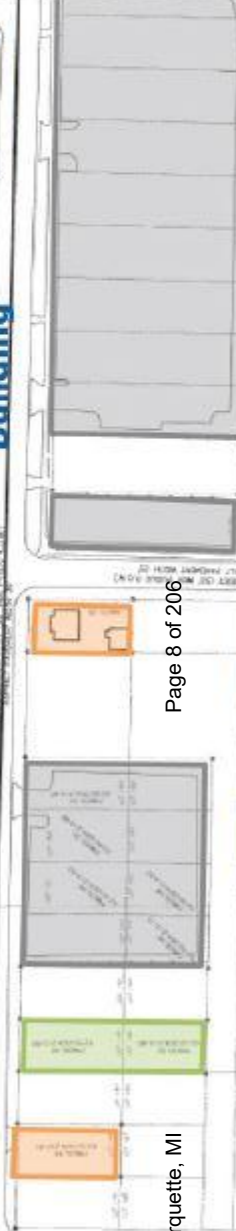


**See Inset #2**



**KEY**

- Main Campus / Medical Building
- Residential Housing
- Parking Lot
- Vacant Land







## ***RESOLUTION DECLARING SLUM AND BLIGHTED AREA***

**WHEREAS**, the City of Marquette is concerned about the economic viability of slum and blighted area within its corporate limits; and

**WHEREAS**, the slum and blighted area projects a negative visual image of the community; and,

**WHEREAS**, the economic, social, physical, and cultural well-being of the City is adversely affected by the conditions of this slum and blighted area; and,

**WHEREAS**, there exists the opportunity to improve, preserve, and re-develop this slum and blighted area to the benefit of the community; and,

**WHEREAS**, the slum and blighted area qualifies under the provisions of the Michigan Blighted Area Rehabilitation Act 344 of 1945; and,

**WHEREAS**, the following detrimental conditions have been identified which qualify the area under State law and Community Development Block Grant Program requirements:

- 1) Public Improvements are in a general state of deterioration; and
- 2) At least 25% of the buildings are deteriorated or deteriorating, and have the following characteristics:
  - Physical deterioration of buildings or improvements
  - Chronic high turnover or vacancy rates in commercial/industrial buildings
  - Significant decline in property values or abnormally low property values in relation to other areas of the community
  - Known or suspected environmental contamination.

**NOW THEREFORE, BE IT RESOLVED**, the following area is designated a “Slum and Blighted Area”:

The “former Marquette General Hospital campus” which includes a collection of 11 buildings sharing the same physical address of 580 College Avenue spread over 17.05 acres encompassing nearly two city blocks located within the area bounded by N. Seventh Street to the west, W. Kaye Avenue to the north, Hebard Court to the east, and W. Magnetic Street to the south in the City of Marquette. The property contains the following buildings that are experiencing chronic high vacancy:

**West, 1981, JCM, 1969, 1984, MRI, St. Luke's, Wallace, Boiler Plant, RCN Building** and exhibit physical deterioration and are functionally obsolete, thus causing deferment of any public improvements in the area.

Adopted at a meeting of the Marquette City Commission on November 14, 2022.

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Mayor

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Kyle Whitney, City Clerk



### **Inventory and description of deteriorated buildings which do not comply with local codes**

Over 80% of the buildings in the project area are experiencing chronic high vacancy. The buildings in the project area were purpose built as a hospital and conversion into alternative uses is exceedingly cost prohibitive. Additionally, the facility no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility.

100% of the buildings in the project area have experienced a significant decline in property value due to the economic obsolescence of the facility and decommissioning of its intended use. According to a determination made by the City Assessor, the replacement/reproduction value of the buildings in the project is \$124,630,513. They are currently have a true cash value of \$16,630,500, 13% of which is made up by the value of the land. There has been a total loss of value for two of the buildings (St. Luke's Building and Laundry Plant) due to total obsolescence. Additionally, a determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. Due to the age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates.

Over 25% of the buildings in the project area are known to be environmentally contaminated. The buildings contain a significant amount of contamination from asbestos and lead paint. Total abatement and reconstruction costs are estimated at \$389 per square foot with a renovation cost of over \$226 million, at least \$60 million over total demolition and redevelopment costs.

### **Inventory and description of deteriorated public improvements**

Public improvements in this area are in a general state of deterioration. College Avenue is in need of total reconstruction due to aged utilities and a failing street condition. The fire flows and the piping servicing the properties along this section of College Avenue are dependent on an 8-inch 1919 and 4-inch 1922 sand cast iron pipe. Reconstruction through redevelopment will upsize the existing pipe to 8-inch ductile iron piping which will improve fire flows, increase residential/business flows, and replace aged pipe. The existing sanitary sewer is 8-inch 1940 and 1922 vitrified clay pipe piping and will be replaced with 12-inch PVC sanitary sewer. The storm sewer is 1944 concrete pipe and will require replacement. The street is currently rated a 3/10 under the City Pavement Surface Evaluation and Rating (PASER) system and requires replacement to serve future use. The curbing is in poor condition and requires replacement.

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote** **Community Development Block Grant Application**

#### **BACKGROUND:**

The City of Marquette is currently working with the Michigan Economic Development Corporation (MEDC) to obtain a Community Development Block Grant (CDBG) in the amount of \$8 million for the demolition of a portion of the former Marquette General Hospital, owned by the Northern Michigan University Foundation.

The buildings contain a significant amount of contamination from asbestos and lead paint. Total extraction abatement and renovation costs have been estimated at \$389/sq. ft. for 812,000 sq. ft. of building space for a total cost of \$315.9 million. A determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. The age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates.

This property has significant barriers to reuse for the original construction purpose and is facing chronic vacancy as a result. The complex was purpose built as a hospital and adaptive reuse into contemporary commercial or residential uses is exceptionally difficult due to the layout and structure. Additionally, this hospital no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility. As a result of this obsolescence, the value of the property has dropped precipitously from over \$18 million to under \$11 million in less than ten years.

The CDBG application requires an authorized signature for the initial submission. There will be an item at a later date for the final application submission that will also require approval by the City Commission.

#### **FISCAL EFFECT:**

None by this action.

#### **RECOMMENDATION:**

Authorize the City Manager to sign and submit the initial version of the Community Development Block Grant application for the demolition of the former Marquette General Hospital.

#### **ALTERNATIVES:**

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ CDBG Application

## 1. IDENTIFICATION OF UGLG

### 1a. PROJECT TITLE: Former Marquette General Hospital Demolition

| 1b. UGLG CONTACT INFORMATION     |                                        | 1c. FUNDING SOURCES                                                                               |                     |
|----------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------|---------------------|
| Unit of General Local Government | <b>City of Marquette</b>               | CDBG Grant                                                                                        | <b>\$ 8,000,000</b> |
|                                  |                                        | UGLG                                                                                              | \$                  |
| Highest Elected Chief Official   | Name:                                  | Private                                                                                           | \$                  |
|                                  | Title: <b>Mayor</b>                    | <b>State Allocation</b>                                                                           | <b>\$ 4,782,542</b> |
|                                  | Ph. <b>906-225-8102</b>                |                                                                                                   | \$                  |
|                                  | Email <b>manager@marquettetemi.gov</b> |                                                                                                   | \$                  |
| Street/PO Box                    | <b>300 W. Baraga Ave</b>               | <b>TOTAL</b>                                                                                      | <b>\$</b>           |
| City                             | <b>Marquette</b>                       | <b>1d. UGLG INFORMATION</b>                                                                       |                     |
| State/Zip                        | <b>MI</b>                              | UGLG DUNS # <a href="http://www.dnb.com/duns-number.html">http://www.dnb.com/duns-number.html</a> |                     |
| County                           | <b>Marquette</b>                       | <b>074776063</b>                                                                                  |                     |
| UGLG Project Contact (PC)        | Name: <b>Karen Kovacs</b>              | UGLG Federal ID #                                                                                 |                     |
|                                  | Title: <b>City Manager</b>             | <b>38-6004521</b>                                                                                 |                     |
|                                  | Ph. <b>906-225-8102</b>                | UGLG Fiscal Year                                                                                  |                     |
|                                  | Email <b>kkovacs@marquettetemi.gov</b> | <b>October to September</b> (month start and end)                                                 |                     |

### 1e. REPRESENTATIVE INFORMATION

| State Government Representation                           | Federal Government Representation        |
|-----------------------------------------------------------|------------------------------------------|
| Senator Name: <b>Ed McBroom</b>                           | Representative Name: <b>Jack Bergman</b> |
| Representative Name: <b>Sara Cambensy</b>                 | Congressional District: <b>MI – 1st</b>  |
| Senate District: <b>38th</b> House District: <b>109th</b> |                                          |

### 1f. INITIAL APPLICATION SUBMISSION: AUTHORIZED UGLG SIGNATURE

The **UGLG** agrees to adhere to HUD, CDBG and MEDC rules, regulations, and the Grant Administration Manual (GAM) policies, procedures, and reporting requirements. In agreeing to this, the UGLG will ensure that all entities involved in completing the proposed project will also adhere to rules and regulations during grant administration.

|                                     |                                   |      |  |
|-------------------------------------|-----------------------------------|------|--|
| Signature                           |                                   |      |  |
| Name and Title of Authorized Signer | <b>Karen Kovacs, City Manager</b> | Date |  |

### 1g. FINAL APPLICATION SUBMISSION: AUTHORIZED UGLG SIGNATURE

The **UGLG** certifies that information contained in the application and associated attachments are complete and accurate, that all activities intended to be completed have been identified within the application, and the budget reflects final costs of all project activities identified via a completed bid process or via construction contracts that have been reviewed and are ready to execute.

|                                     |  |      |  |
|-------------------------------------|--|------|--|
| Signature                           |  |      |  |
| Name and Title of Authorized Signer |  | Date |  |

## 2. NATIONAL OBJECTIVE ELIGIBILITY

The project must meet a National Objective. Please check the category (only one) that applies to the project:

- |                                                                     |                                                                                  |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> Benefit Persons of Low and Moderate Income | <input checked="" type="checkbox"/> Prevention or Elimination of Slums or Blight |
| <input type="checkbox"/> LMI Area Benefit                           | <input checked="" type="checkbox"/> Area Benefit                                 |
| <input type="checkbox"/> LMI Job Creation                           | <input type="checkbox"/> Spot Blight                                             |
| <input type="checkbox"/> LMI Housing                                |                                                                                  |
| <input type="checkbox"/> Limited Clientele                          |                                                                                  |

## 3. PROJECT DESCRIPTION

- 3a. Provide a project description and include the following:
- i. Describe the location of the project.
  - ii. What is the purpose and need? What is being done and why is it necessary?
  - iii. Who are the project beneficiaries? Why is this project being proposed and who benefits from the results?
  - iv. Provide complete details about the project and what will be done.
  - v. Describe all funding sources being used for this project.
  - vi. Describe all development partners involved in this project.
  - vii. Describe the maintenance related to project improvements funded, in whole or in part, by CDBG and how they will be funded.
- i. **This project is located in Marquette, Michigan and is a collection of buildings with the common address of 420 West Magnetic Street. The property, colloquially known as the former Marquette General Hospital is a collection of 11 buildings spread over 17.05 acres that served as the regional hospital for the central Upper Peninsula until 2019. The original building was constructed in 1915 and dedicated purpose buildings were continually added for the next 85 years to form the entire complex. The specific project area encompasses a City block and is bounded by N. Seventh St. to the west, W. College Ave. to the north, Hebard Ct. to the east, and W. Magnetic St. to the south. The following buildings, as seen in the attached map, will be demolished utilizing CDBG funds: West, 1981, JCM, 1969, 1984, MRI, St. Luke's, Wallace, and the Boiler Plant.**
  - ii. **The buildings contain a significant amount of contamination from asbestos and lead paint. Total extraction abatement and renovation costs have been estimated at \$389/sq ft for 812,000 sq ft of building space for a total cost of \$315.9 million. Total abatement and reconstruction costs are estimated at \$389 per square foot with a renovation cost of over \$226 million, at least \$60 million over total demolition and redevelopment costs.**  
  
**A determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. Due to the age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates.**  
  
**This property has significant barriers to reuse for the original construction purpose and is facing chronic vacancy as a result. The complex was purpose built as a hospital and adaptive reuse into contemporary commercial or residential uses is exceptionally difficult due to the layout and structure. Additionally, this hospital no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility. As a result of this obsolescence, the value of the property has dropped precipitously from over \$18 million to under \$11 million in less than ten years.**
  - iii. **The project will benefit the residents of the neighboring community. The property has been vacant since the use was discontinued by the hospital and has been designated as blighted under an area blight ordinance. Since the closure of the hospital, the local**

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|  | <p>economic areas near the subject property have been seeing a decrease in market conditions of 1%-1.5% per year. For contrast, the rest of the City has seen a market increase trending between 2.5%-3% per year. Without funds for removal, the level of blight and decay will continue and neighboring property values will continue to be depressed. Additionally, the development of the vacant land will allow for the construction of needed housing in the community.</p> <p>The demolition will also benefit the current owner of the site, the Northern Michigan University Foundation, as they prepare the location for future development with their anticipated Master Developer partner, Veridea Group.</p> <p>iv. The project area as delineated by the City of Marquette, the unit of general local government, meets the definition of and has been designated as a slum, blighted, deteriorated or deteriorating area under City resolution per the Michigan Blighted Area Rehabilitation Act 344 of 1945.</p> <p>100% of the buildings in the project area are experiencing chronic high vacancy. The buildings in the project area were purpose built as a hospital and conversion into alternative uses is exceedingly cost prohibitive. Additionally, the facility no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility.</p> <p>100% of the buildings in the project area have experienced a significant decline in property value due to the economic obsolescence of the facility and decommissioning of its intended use. According to a determination made by the City Assessor, the replacement/reproduction value of the buildings in the project is \$124,630,513. They are currently have a true cash value of \$16,630,500, 13% of which is made up by the value of the land. There has been a total loss of value for two of the buildings (St. Luke's Building and Laundry Plant) due to total obsolescence. Additionally, a determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. Due to the age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates.</p> <p>Over 25% of the buildings in the project area are known to be environmentally contaminated. The buildings contain a significant amount of contamination from asbestos and lead paint. Total abatement and reconstruction costs are estimated at \$389 per square foot with a renovation cost of over \$226 million, at least \$60 million over total demolition and redevelopment costs.</p> <p>The public improvements in this area are in a general state of deterioration. College Avenue is in need of total reconstruction due to aged utilities and a failing street condition. The fire flows and the piping servicing the properties along this section of College Avenue are dependent on an 8-inch 1919 and 4-inch 1922 sand cast iron pipe. Reconstruction through redevelopment will upsize the existing pipe to 8-inch ductile iron piping which will improve fire flows, increase residential/business flows, and replace aged pipe. The existing sanitary sewer is 8-inch 1940 and 1922 vitrified clay pipe piping and will be replaced with 12-inch PVC sanitary sewer. The storm sewer is 1944 concrete pipe and will require replacement. The street is currently rated a 3/10 under the City Pavement Surface Evaluation and Rating (PASER) system and requires replacement to serve future use. The curbing is in poor condition and requires replacement.</p> <p>The project area has experienced a significant amount of activity requiring police attention. Over 51 police calls for service have been made over the past four years including cases of vagrancy as well as stalking, malicious destruction of property, a suicide</p> |
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|     | <p>attempt, and a warrant arrest. Additionally, there have been 35 calls for service for the Fire Department over the same time period.</p> <p>v. The demolition will utilize \$8 million of CDBG funding and a combination of blight elimination funds from the State of Michigan and private development funds from the property development group.</p> <p>vi. The primary development group consists of the Northern Michigan University Foundation, a 501c3, and a for-profit real estate development firm as partner. The Foundation has identified Veridea Group, LLC, as their preferred partner and Master Developer and a partnership agreement is being developed to designate.</p> <p>vii. The CDBG funds will be wholly dedicated towards blight elimination through the complete demolition, including asbestos and environmental contaminant abatement, of the buildings in the project area.</p> |
| 3b. | <p>Check all that apply as it pertains to the Historic Status of the property(s) involved:</p> <p><input type="checkbox"/> Listed in the National Register of Historic Properties</p> <p><input checked="" type="checkbox"/> Potentially eligible to be listed in the National Register of Historic Properties</p> <p><input type="checkbox"/> Listed in a state or local inventory of historic places</p> <p><input type="checkbox"/> Designated as a state or local landmark or historic district</p> <p><input type="checkbox"/> None of the above</p> <p><input type="checkbox"/> Not applicable</p>                                                                                                                                                                                                                                                                                                        |
| 3c. | <p>What is the age of the benefitting building/property?</p> <p><b>88 years for the oldest building in the complex</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3d. | <p>Provide the address(es) of the benefited property(s)/building(s)/businesses. Indicate whether commercial and/or residential:</p> <p><b>420 W. Magnetic Street, Marquette, MI 49855</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3e. | <p>What is the total square footage impacted by this project?</p> <p><b>294,515 square feet</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3f. | <p>Provide the name(s) of the private property/building owner(s) seeking to participate as a sub-recipient of funds. Include <u>all individuals</u> that have ownership of the property/building(s).</p> <p><b>Northern Michigan University Foundation</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3g. | <p>Provide the DUNS number of the private business owners, along with their respective owner's names listed above, if applicable. *A DUNS number is not required for Rental Rehabilitation Projects.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

#### 4. COMPLIANCE SCREENING

|     |                                                                                                                                                                                                                                                                                   |                                                                                                        |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 4a. | <p>Will jobs be relocated from another City or State as a result of this project?</p> <p>If Yes, explain:</p>                                                                                                                                                                     | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA</p> |
| 4b. | <p>Will the project result in the demolition or conversion of residential dwelling units, both occupied and vacant?</p> <p>If Yes, explain:</p>                                                                                                                                   | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA</p> |
| 4c. | <p>Will the project result in special fees (i.e., tap in / hookup fees, special assessments)?</p> <p>If Yes, explain:</p> <p><b>Any new construction will be subject to City of Marquette Utility Connection Fees per the City Fee Schedule adopted with the City Budget.</b></p> | <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> |

|     |                                                                                                                                                                                                                                                                                                                       |                                                                                                 |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| 4d. | Are there any local, state and federal permits required for implementation of the proposed project?<br>If Yes, will permit requests delay the proposed project or influence the timeline?<br><b>It is not anticipated that any of the local unit permits would negatively influence the timeline for the project.</b> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 4e. | Are there acquisitions, leases, easements, or property option/purchase agreements necessary to complete the project activities?                                                                                                                                                                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 4f. | Are there current or incoming residential or commercial tenants? If Yes, provide the number of tenants and whether they are residential, commercial or both:                                                                                                                                                          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA |
| 4g. | Will there be any temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants to complete the project?<br>.                                                                                                                                                                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA |

### 5. PROJECT TIMELINE

Provide the Start and End dates for activities associated with completing the project

| ACTIVITIES                                 | START DATE (mm/yr) | END DATE (mm/yr) |
|--------------------------------------------|--------------------|------------------|
| Acquisition                                | 08/22              | 09/22            |
| Engineering                                |                    |                  |
| 3 <sup>rd</sup> Party Environmental Review | 09/22              | 01/23            |
| Bidding/Contractor Selection               | 11/22              | 01/23            |
| Construction                               |                    |                  |
| Demolition                                 | 02/23              | 09/24            |
|                                            |                    |                  |
|                                            |                    |                  |
|                                            |                    |                  |

### 6. PROJECT BUDGET

| ACTIVITY COSTS                                  | CDBG               | LOCAL | PRIVATE | STATE              |    | TOTAL               |
|-------------------------------------------------|--------------------|-------|---------|--------------------|----|---------------------|
| Planning                                        | \$                 | \$    | \$      | \$                 | \$ | \$                  |
| Acquisition                                     | \$                 | \$    | \$      | \$                 | \$ | \$                  |
| Engineering                                     | \$                 | \$    | \$      | \$                 | \$ | \$                  |
| 3 <sup>rd</sup> Party Environmental             | \$12,542           | \$    | \$      | \$                 | \$ | \$12,542            |
| Demolition                                      | \$7,987,458        | \$    | \$      | \$4,782,542        | \$ | \$12,770,000        |
| Construction (includes contingency and bonding) | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
|                                                 | \$                 | \$    | \$      | \$                 | \$ | \$                  |
| <b>GRAND TOTAL</b>                              | <b>\$8,000,000</b> | \$    | \$      | <b>\$4,782,542</b> | \$ | <b>\$12,782,542</b> |

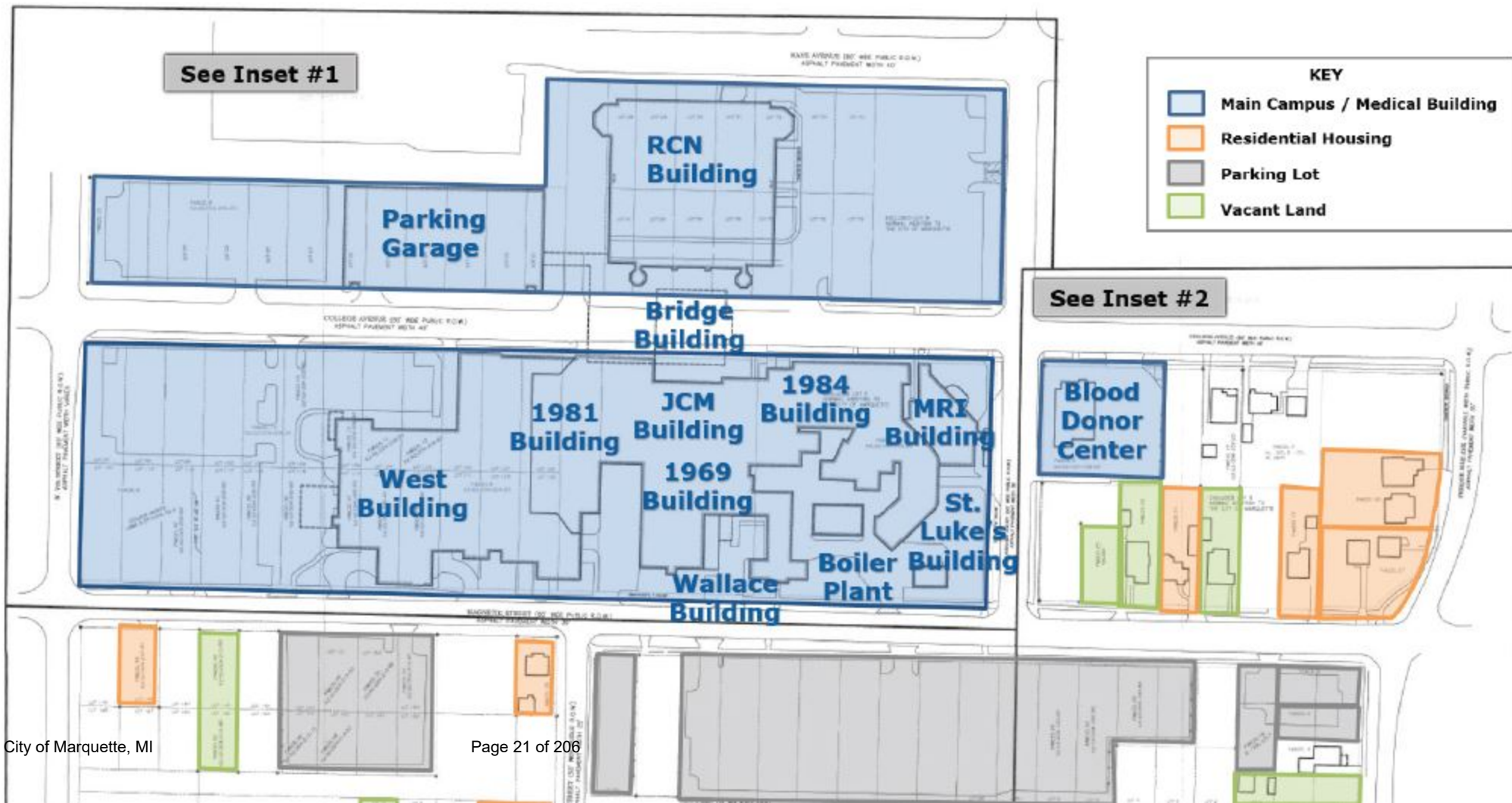
Are there other funding sources available to contribute to the proposed project? Provide inquiries made and the responses provided by associated funding sources.

Is Program Income available to help fund the proposed project? Note program income funds cannot count towards project match.

## 7. UGLG CAPACITY AND CONFLICT OF INTEREST

|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Who will provide the administrative capacity for the proposed grant?<br><input type="checkbox"/> UGLG Staff<br><input checked="" type="checkbox"/> CDBG Certified Grant Administrator<br><input type="checkbox"/> Third Party Administrator/Consultant/EDO/EDC                                                                                                                                                                                        |                                                                                                 |
| Has the UGLG received CDBG grants or loans in the past 5 years and/or have any open CDBG grants or loans, including grants or loans provided by MSF, MEDC and MSHDA?<br>If Yes, please identify the associated projects and describe all, if any, findings or areas of concern regarding those projects:                                                                                                                                              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA |
| Does the UGLG have any outstanding CDBG grants or loans that have not been drawn down?<br>If Yes, describe:                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA |
| Will local officials and staff be a party to any contract involving the procurement of goods and services assisted with CDBG funds?<br>If Yes, describe:                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA |
| Will any person who is an employee, agent, consultant, officer, elected or appointed official of the UGLG obtain a financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter?<br>If Yes, describe: | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA |

| 8. Supporting Documentation                                                                                                                                                                                                                                                          |                                                                                                                                                                  |                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Exhibit I</b>                                                                                                                                                                                                                                                                     | Project Location Map                                                                                                                                             | Attached <input checked="" type="checkbox"/>                                 |
| <b>Exhibit II</b>                                                                                                                                                                                                                                                                    | Preliminary Architectural/Engineering Drawings                                                                                                                   | Attached <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/> |
| <b>Exhibit III</b>                                                                                                                                                                                                                                                                   | Independent 3 <sup>rd</sup> Party Cost Estimate                                                                                                                  | Attached <input checked="" type="checkbox"/>                                 |
| <b>Exhibit IV</b>                                                                                                                                                                                                                                                                    | Financial Commitment Letter(s)                                                                                                                                   | Attached <input type="checkbox"/>                                            |
| <b>Exhibit V</b>                                                                                                                                                                                                                                                                     | Blight Letter or Area Blight Resolution (Sample Form 2-B)                                                                                                        | Attached <input checked="" type="checkbox"/><br>N/A <input type="checkbox"/> |
| <b>Exhibit VI</b>                                                                                                                                                                                                                                                                    | Lead-Based Paint Applicability and Compliance Worksheet (Form 5-S)                                                                                               | Attached <input type="checkbox"/><br>N/A <input type="checkbox"/>            |
| <b>Exhibit VII</b>                                                                                                                                                                                                                                                                   | Asbestos Applicability and Compliance Worksheet (Form 5-V)                                                                                                       | Attached <input type="checkbox"/><br>N/A <input type="checkbox"/>            |
| <b>Exhibit VIII</b>                                                                                                                                                                                                                                                                  | Historic Property Proof of Eligibility                                                                                                                           | Attached <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/> |
| <b>Exhibit IX</b>                                                                                                                                                                                                                                                                    | Appraisal for CDBG-funded Acquisitions; or<br>Waiver Valuation (Form 6-D)                                                                                        | Attached <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/> |
| <b>Exhibit X</b>                                                                                                                                                                                                                                                                     | Limited Denial of Participation, HUD Funding Disqualifications<br>and Voluntary Abstentions                                                                      | Attached <input type="checkbox"/>                                            |
| <b>Exhibit XI</b>                                                                                                                                                                                                                                                                    | System Award Management (SAM) Certification                                                                                                                      | Attached <input type="checkbox"/>                                            |
| <b>Exhibit XII</b>                                                                                                                                                                                                                                                                   | General Information Notice (GIN)                                                                                                                                 | Attached <input type="checkbox"/><br>N/A <input type="checkbox"/>            |
| <b>Job Creation<br/>Exhibit</b>                                                                                                                                                                                                                                                      | Job Creation Summary <ul style="list-style-type: none"> <li>▪ Job Creation Assurance</li> <li>▪ Machinery and Equipment (M&amp;E) List, if applicable</li> </ul> | Attached <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/> |
| <b>Rental<br/>Rehabilitation<br/>Exhibits</b>                                                                                                                                                                                                                                        | 1. Rental Rehabilitation Workbook<br>2. Housing Quality Standards<br>3. Substandard Unit Verification, for existing units only                                   | Attached <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/> |
| <b>Façades<br/>Exhibit</b>                                                                                                                                                                                                                                                           | Façade Budget <ul style="list-style-type: none"> <li>▪ Façade Building Owner and Activity Identification</li> </ul>                                              | Attached <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/> |
| <p><b>Please attach all supporting documents in the order they are requested. If submitting electronically, label each supporting document appropriately.</b></p> <p><b>This list is not all inclusive. Additional compliance documentation will be sought post-application.</b></p> |                                                                                                                                                                  |                                                                              |



# BIERLEIN



September 1, 2022

Todd Sabourin, LEED AP BD+C  
Project Executive  
Miron Construction Co., Inc.  
1471 McMahon Drive  
Neenah, WI 54956  
[todd.sabourin@miron-construction.com](mailto:todd.sabourin@miron-construction.com)

Re: Marquette Hospital

Dear Mr. Sabourin,

Pursuant to your recent conversations with Matt Wood, we have reviewed the information regarding the upcoming demolition of the Marquette Hospital. A previous review and budget price was submitted to Skanska on June 12, 2019. Please keep in mind that these budget figures have been derived from drawings, maintenance records and a visual inspection of the exterior of the structures. All costs are based upon similar structures demolished by Bierlein in the past 5 years. There are several items of note that impact the price of this project:

- 1) The asbestos quotation is based upon similar hospitals demolished by Bierlein in the past. Although asbestos was not widely used in buildings built in 1991 (RCN building), it is not unusual to encounter mastics, window caulks, etc. We have included provisions for this in our quotation. We have not included any ACM in the parking deck. Our recommendation is a full asbestos survey once the entire facility is vacated. There is a reference to an asbestos survey beginning on page 509 of the Phase I Environmental Site Assessment dated June 26, 2012. This report simply identifies the fact that asbestos is present in the facility but provides no quantities or exact locations.
- 2) There is no advantage to the use of implosion techniques on this facility. As was mentioned, there is ample working room to demolish the building conventionally using hydraulic excavators and cranes.
- 3) Approximately 40 weeks will be required to complete the project. The project will be staged in a manner to begin demolition work once each building has been completely abated, while abatement is ongoing in the next building. Although cold weather will not seriously impede demolition operations, abatement areas must remain above freezing during abatement activities. No monies have been included for temporary heat in this budget quotation.

The following items were addressed in prior discussions with Miron:

- Pre-demolition and post-demolition site surveys of adjacent properties and buildings to remain are included in our budget number. A full CURRENT asbestos and hazardous waste survey is not included.
- Complete demolition of the buildings, including foundation removal to indicated levels is included. Protection of adjacent structures are included.

**Demolition • Dismantling • Asset Recovery • Recycling • Crane & Rigging • Environmental Services**

2000 Bay City Road • Midland, MI 48642 • Phone: 989-496-0066 • Fax: 989-496-0144 • [www.bierlein.com](http://www.bierlein.com)



# BIERLEIN



- Hazardous material remediation includes asbestos, lead, mercury, etc. as identified in a CURRENT survey. UST removal includes 6 tanks. Two tanks will remain in service. No contaminated soil testing or removal is included
- Backfilling of all excavations with engineered fill to match designated grades
- Disconnect and cap existing utilities at the property line. Abandon-in-place and slurry fill all utilities not scheduled for reuse.
- Mechanical and electrical disconnects from adjacent structures will be done by others.
- Electrical and gas service disconnects will be by the utility.
- A 6' panel security fence around the perimeter of the site is included.

The prices as requested are:

Total demolition of all structures

|                     |                     |
|---------------------|---------------------|
| Asbestos abatement: | \$4,515,000         |
| <u>Demolition:</u>  | <u>\$12,064,900</u> |
| TOTAL               | \$16,579,900*       |

Total demolition of all structures except RCN, Parking Deck, Bridge Building and Blood Bank Building

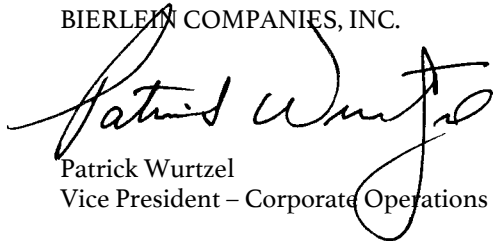
|                    |                    |
|--------------------|--------------------|
| Asbestos abatement | \$3,990,000        |
| <u>Demolition</u>  | <u>\$8,780,000</u> |
| TOTAL              | \$12,770,000*      |

\*prices represent a 5% increase from our budget quotation of June 12, 2019.

Should you have any questions regarding this quotation, please contact me at my direct line 989.698.2252, via cell 989.205.2981, or via e-mail at [pwurtzel@bierlein.com](mailto:pwurtzel@bierlein.com).

Sincerely,

BIERLEIN COMPANIES, INC.



Patrick Wurtzel  
Vice President – Corporate Operations

Demolition • Dismantling • Asset Recovery • Recycling • Crane & Rigging • Environmental Services

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## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote**

#### **Cliffs Dow EPA Cleanup Grant Application - Roll Call Vote**

##### **BACKGROUND:**

The City of Marquette is proposing an application for an EPA Brownfield Cleanup Grant for the former Cliffs Dow property. The City has conducted significant assessment and monitoring through Brownfield TIF and the Local Brownfield Revolving Fund. Recently, groundwater monitoring results in certain locations have unexpectedly spiked above previous trend levels.

The project team of the City, the legal firm of Foley, Baron, Metzinger, and Juip, PLLC., and TriMedia, is recommending an in-situ injection of chemical oxidants at selected locations. These oxidants convert hazardous compounds to nonhazardous compounds that are more stable, less mobile or inert through electron exchange. Chemical oxidation has the ability to rapidly treat impacts in situ with the need to pump and treat impacted groundwater.

A component of the EPA Cleanup Grant application is to identify a strategy for leverage resources and how the EPA Grant will stimulate the available of additional funds for the environmental site assessment, remediation, and subsequent reuse for the proposed site.

A key strategy could possibly include approval of a Brownfield Plan and use of Brownfield TIF to provide funding for assessment, as has been done in the past, for any remediation costs over the EPA Grant, and, importantly, to support the future redevelopment of the Cliffs Dow site. As such, the Marquette Brownfield Redevelopment Authority has passed a resolution of support for this grant at their November 4th meeting.

The final budget for the grant is \$964,250.00.

As part of the application, a community meeting was held on Thursday, November 10 to outline the application and approach and seek community input.

Mac McClelland is assisting the City in preparing the EPA application.

##### **FISCAL EFFECT:**

None at this time.

##### **RECOMMENDATION:**

Approve the attached resolution supporting the City's application for an EPA Brownfield Cleanup Grant for the former Cliffs Dow site.



**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- Resolution Supporting EPA Cleanup Grant for Cliffs Dow Site



## *RESOLUTION*

### *EPA Brownfield Cleanup Grant Application*

### *Cliffs Dow*

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on November 14, 2022, at 7:00 p.m., the following resolution was offered by

Commissioner \_\_\_\_\_ and supported by

Commissioner \_\_\_\_\_.

**WHEREAS**, the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) was amended by the Small Business Liability Relief and Brownfields Revitalization Act in 2002 to include Section 104(k), which provides federal financial assistance for brownfield revitalization, including grants for assessment, cleanup, and revolving loan funds; and,

**WHEREAS**, the United States Environmental Protection Agency (EPA) has issued a Request for Applications for Brownfield Cleanup Grants which provides funding for remediation of contaminated sites owned by public entities; and,

**WHEREAS**, the City of Marquette acquired the Cliffs Dow property in 1997, owns the property in fee simple, and has been actively collaborating the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the City of Marquette Brownfield Redevelopment Authority (MBRA) over the last 13 years to address legacy contamination from private operations which began in 1902 and continued until 1969; and,

**WHEREAS**, a Cleanup Plan has been prepared to remediate soil and groundwater contamination on the property that will provide for the safe reuse and redevelopment of the property and the City desires to apply for and secure an EPA Brownfield Cleanup Grant to finance the costs to implement the Cleanup Plan; and,

**WHEREAS**, the Cleanup Plan has been compiled in an Analysis of Brownfield Cleanup Alternatives (ABCA) and shared with the community online and in a community meeting held on November 10, 2022 as required by the EPA Brownfield Cleanup Grant application; and,

**WHEREAS**, the City of Marquette and the City of Marquette Brownfield Redevelopment Authority have collaborated in funding environmental investigations and limited source remediation and desire to continue this collaboration to support the cleanup and safe reuse of the Cliffs Dow site; and,

**WHEREAS,** the EPA Brownfield Cleanup Grant guidelines requests documentation of secured commitments to leverage the EPA Cleanup Grant that will significantly strengthen the EPA Brownfield Cleanup Grant application;

**NOW, THEREFORE, BE IT RESOLVED** that the Marquette City Commission authorizes the submittal of the EPA Brownfield Cleanup Grant for Cliffs Dow in the amount of \$964,250.00;

**BE IT FURTHER RESOLVED** the City Commission supports the continued allocation of City resources in collaboration with the City of Marquette Brownfield Redevelopment to conduct environmental investigation activities as necessary and fund remediation that is not covered by the EPA Brownfield Cleanup Grant.

**BE IT FURTHER RESOLVED** that the City Commission supports the preparation and consideration of a Brownfield Plan or amendment as appropriate by the MBRA and City Commission to provide for Tax Increment Financing capture for reimbursement of City and MBRA expenses.

**BE IT FURTHER RESOLVED** that any prior resolutions, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes:\_\_\_\_\_

No:\_\_\_\_\_

Resolution duly adopted

\_\_\_\_\_  
Mayor  
City of Marquette

Certified to be a true copy,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyle Whitney, City Clerk

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote**

#### **Former Cliffs Dow Site Legal Compliance Retention Agreement**

##### **BACKGROUND:**

The City of Marquette maintains an annual retainer with the law firm of Foley, Baron, Metzinger, and Juip, PLLC for assistance with statutory compliance at the former Cliffs Dow site.

The retention agreement amount usually falls below the threshold requiring City Commission approval, however the projected amount this year is increased due to assistance with the submission of an EPA Brownfield Cleanup Grant. Per the City Charter, the agreement has been reviewed by the City Attorney.

##### **FISCAL EFFECT:**

The funding for this retainer has been approved as part of the FY 2022-23 Budget.

##### **RECOMMENDATION:**

Approve the retention agreement, and authorize the execution of the document.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ FBMJ Cliffs Dow Retention Agreement



October 10, 2022

*Via Email*

Dennis Stachewicz  
Director of Planning and  
Community Development  
City of Marquette  
300 West Baraga Ave.  
Marquette, Michigan 49855

**Re: Retention Agreement – October 1, 2022-September 30, 2023  
Legal Compliance Discussion Issues; Cliffs Dow Site**

Dear Mr. Stachewicz:

Pursuant to your request, this letter outlines our continued retention by the City of Marquette for certain specified legal services. Specifically, our scope of work under this continued retention would be as follows:

- Assistance with ongoing compliance issues, including:
  - reviewing all draft consultant reports or items in advance of public distribution
  - assisting with strategy development for further action items, either for site work, EGLE interaction, EGLE-mandated additional tasks, etc.
  - assisting in presentation(s) to City Commission, the public and others as appropriate regarding results and conclusions of investigations and recommendations for further action which may address items such as: mixing zone request and support, source controls and strategy to evaluate/address EGLE concerns over aesthetic impacts
  - closed session discussions, if applicable on legal strategy of any potential claims
  - Interactions regarding Lakeshore Road and shoreline work
- Assistance with Brownfields issue, including investigation relating to and applying for USEPA grant(s).

Our budget estimate for the scope of work outlined above is approximately 165 hours, including projected meeting time, or approximately \$38,000 for October 1, 2022 through September 30, 2023; this is higher than previous years but is meant to account for time related to the Brownfields grant. As in the past, we will track all time. If this estimated budget appears that it will be exceeded, we will request authorization to continue working. This estimate does not

Dennis Stachewicz

**Re: Retention Agreement – October 1, 2022-September 30, 2023  
Legal Compliance Discussion Issues; Cliffs Dow Site**

October 10, 2022

Page 2

include expenses that this Firm advances or incurs in connection with this scope of work nor does it include time related to the appeal of the permit, which is billed separately.

This correspondence also confirms that you and I have discussed this scope of work in detail and that you have reviewed this scope of work and extension of our Retainer Agreement with City Manager Karen Kovacs.

If you are in agreement with the terms of this letter, please sign where indicated below and return the original to me. As always, please advise should you have any questions or concerns. We appreciate the opportunity to work with you on this important matter.

Very truly yours,

FOLEY, BARON, METZGER & JUIP, PLLC



Richard S. Baron

Direct Dial: (734) 742-1855

Email: [rbaron@fbmjlaw.com](mailto:rbaron@fbmjlaw.com)

RSB/ceb

**NOTE: By the signature below, you acknowledge that you have read this Agreement, understand its contents, have all required authorizations to act for the City of Marquette, and have had any questions answered to your satisfaction.**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Dennis Stachewicz  
Director of Planning and Community  
Development, City of Marquette

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 11/14/2022

**Consent Agenda - Roll Call Vote**  
**Proclamation - Small Business Saturday**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Proclamation



## *Proclamation Small Business Saturday*

**WHEREAS**, the government of Marquette, Michigan, celebrates our local small businesses and the contributions they make to our local economy and community; and,

**WHEREAS**, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and,

**WHEREAS**, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and,

**WHEREAS**, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and,

**WHEREAS**, Marquette, Michigan supports our local businesses that create jobs, boost our local economy, and preserve our communities; and,

**WHEREAS**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, we, the Marquette City Commission, do hereby proclaim, November 26, 2022, as:

### ***SMALL BUSINESS SATURDAY***

**AND** urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

**DATED** this 14<sup>th</sup> day of November, 2022.

---

Mayor



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote**

#### **Schedule a Public Hearing- Rezoning Parcel of NMU Owned Property at 1000 Wright Street**

#### **BACKGROUND:**

The Planning Commission held a public hearing on November 1, 2022 to consider rezoning a 0.22-acre parcel of land that is owned by Northern Michigan University (NMU) and is part of the Public Safety and Facilities building at 1000 Wright Street. This parcel was part of the trade to assemble land for the Municipal Service Center, and was City property and is zoned as a Municipal zoning district. During the update of the Municipal Property Inventory earlier this year, the Community Development department discovered this parcel needed to be rezoned to Civic and is requesting this zoning amendment.

The Planning Commission, after conducting a public hearing made the following motion:

*It was moved by S. Mittlefehldt, seconded by N. Williams, and carried 5-0 that after conducting a public hearing and review of the application and Staff Report for 06-REZ-11-22, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 06-REZ-11-22 as presented.*

Under the procedures of section 54.1405 of the Land Development Code, the City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing to consider rezoning a parcel or deny the petition. If a public hearing is scheduled, the City Commission may approve or deny the petition following the public hearing.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Schedule a Public Hearing for the December 12, 2022 City Commission meeting to consider rezoning the 0.22-acre property as recommended by the Planning Commission and according to the procedures in section 54.1406 the Land Development Code.

#### **ALTERNATIVES:**

As determined by the Commission.

ATTACHMENTS:

Description

▯ Memorandum



CITY OF MARQUETTE  
PLANNING AND ZONING  
1100 WRIGHT ST  
MARQUETTE, MI 49855  
(906) 228-0425  
www.marquettemi.gov

## **MEMORANDUM**

**TO:** Planning Commission  
**FROM:** Andrea Landers, Zoning Official  
**DATE:** October 21, 2022  
**SUBJECT:** 06-REZ-11-22 – 1000 Wright St. - 0.22 Acres (PIN: 0510885)

---

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to property located at 1000 Wright Street which is zoned **Municipal (M)** to be zoned **Civic (C)**. The City of Marquette sold this property to Northern Michigan University, so it is no longer city-owned, and the zoning designation needs to change to reflect the new owner.

Please see the attached Staff Report for more specific information regarding the application.

### **RECOMMENDED ACTION:**

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property would be in harmony with considerations required by the Community Master Plan and that the request is in accordance with Section 54.1405 of the Land Development Code - Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion regarding the request include the following or similar language:

*After conducting a public hearing and review of the application and Staff Report for 06-REZ-11-22, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 06-REZ-11-22 (as presented / for the following reasons / with the following conditions).*



## STAFF FILE REPORT/ANALYSIS

Completed by Andrea Landers – Zoning Official

Reviewed by David Stensaas – City Planner and Zoning Administrator

**Case #:** 06-REZ-11-22

**Date:** October 21, 2022

**Project/Application:** Rezoning request from **Municipal (M)** to be zoned **Civic (C)**.

**Location and Parcel ID:** 1000 Wright Street – PIN: 0510885

**Available Utilities:** This parcel is landlocked and surrounded by Northern Michigan University parcels that front Sugar Loaf Avenue and Wright Street. Those parcels have available utilities.

**Year Built:** Vacant land.

**Current Zoning:** M- Municipal

**Surrounding Zoning:** North: C – Civic  
South: M – Municipal  
East: C – Civic  
West: C – Civic & M – Municipal

### **Zoning Districts and Standards:**

#### **Current Zoning**

#### **Section 54.315**

#### **M, Municipal District**

##### **(A) Intent**

The intent of the Municipal district is to permit flexible development and approval standards for properties used by the City of Marquette. Because this district applies to City-owned properties, the permitted uses are specific to City use or use generally permitted on City property.

| (B) Permitted Principal Uses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | (C) Special Land Uses                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Cemetery</li> <li>• Farmers' Markets</li> <li>• Food Production, Minor</li> <li>• Indoor Recreation</li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Storage, Open</li> <li>• Wireless Telecommunications Facilities</li> </ul> | <ul style="list-style-type: none"> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Port Facilities and Docks</li> <li>• Recycling Collection and Transfer Stations</li> <li>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.</li> </ul> |
| Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                         |

## STAFF FILE REPORT/ANALYSIS

Page 2 of 8

| <b>(D) Dimensional Regulations</b>                                                                                      |      |                                     |      |
|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------|------|
| <b>Lot, Coverage, and Building Height Standards</b>                                                                     |      | <b>Minimum Setbacks</b>             |      |
| <i>Min. Lot Area (sq. ft.)</i>                                                                                          | None | <i>Front Yard (ft.)</i>             | None |
| <i>Min. Lot Width (ft.)</i>                                                                                             | None | <i>Side Yard (one) (ft.)</i>        | None |
| <i>Max. Impervious Surface Coverage (%)</i>                                                                             | (S)  | <i>Side Yard (total of 2) (ft.)</i> | None |
| <i>Max. Building Height of Primary Building (ft.) (P)</i>                                                               | None | <i>Rear Yard (ft.)</i>              | None |
| <i>Max. Building Height of Accessory Building</i>                                                                       | None |                                     |      |
| <i>Max. Building Height (stories)</i>                                                                                   | -    |                                     |      |
| Where there is a discrepancy between <a href="#">Article 4</a> and this table, <a href="#">Article 4</a> shall prevail. |      |                                     |      |

**Footnotes to Schedule of Regulations**

**(P) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

**(S) Storm Water Management.** For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.

**Section 54.1003 Landscaping Design Requirements****(D) Buffer and Greenbelt Requirements.**

**(1) Intent.** It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

**(2) Buffer and Greenbelt Schedule.** On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

**Figure 50 - Required Buffer and Greenbelt Specifications:**

| DISTRICT IN WHICH<br>BUFFER &<br>GREENBELT IS<br>REQUIRED | ABUTTING DISTRICT |     |     |     |     |            |               |              |
|-----------------------------------------------------------|-------------------|-----|-----|-----|-----|------------|---------------|--------------|
|                                                           | LDR &<br>MDR      | MFR | MHP | M-U | CBD | GC &<br>RC | C, M,<br>& CR | I-M &<br>BLP |
| C, M, and CR                                              | N/A               | N/A | N/A | N/A | N/A | N/A        | N/A           | N/A          |

**Proposed Zoning****Section 54.316 C, Civic District**

| <b>(A) Intent</b>                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The intent of the Civic district is to permit flexible development and approval standards for properties used by non-City public institutions, including Marquette County, the State of Michigan, Northern Michigan University and other public education institutions, U.S. Coast Guard and other Federal agencies. |

## STAFF FILE REPORT/ANALYSIS

Page 3 of 8

| (B) Permitted Principal Uses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | (C) Special Land Uses                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Cemetery</li> <li>• Farmers' Markets</li> <li>• Food Production, Minor</li> <li>• Indoor Recreation</li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Storage, Open</li> <li>• Wireless Telecommunications Facilities</li> </ul> | <ul style="list-style-type: none"> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Port Facilities and Docks</li> <li>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.</li> </ul> |
| Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                   |

| (D) Dimensional Regulations                                                             |      |                              |      |
|-----------------------------------------------------------------------------------------|------|------------------------------|------|
| Lot, Coverage, and Building Height Standards                                            |      | Minimum Setbacks             |      |
| Min. Lot Area (sq. ft.)                                                                 | None | Front Yard (ft.)             | None |
| Min. Lot Width (ft.)                                                                    | None | Side Yard (one) (ft.)        | 5    |
| Max. Impervious Surface Coverage (%)                                                    | (S)  | Side Yard (total of 2) (ft.) | 10   |
| Max. Building Height of Primary Building (ft.)(P)                                       | 60   | Rear Yard (ft.)              | 20   |
| Max. Building Height of Accessory Building                                              | 24   |                              |      |
| Max. Building Height (stories)                                                          | -    |                              |      |
| Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail. |      |                              |      |

### 54.403 Footnotes to Schedule of Regulations

**(P) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use

**(S) Storm Water Management.** For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.

### Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

(2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

**Figure 50 - Required Buffer and Greenbelt Specifications:**

| DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED | ABUTTING DISTRICT |      |      |      |      |         |            |           |
|--------------------------------------------------|-------------------|------|------|------|------|---------|------------|-----------|
|                                                  | LDR & MDR         | MFR  | MHP  | M-U  | CBD  | GC & RC | C, M, & CR | I-M & BLP |
| C                                                | N.A.              | N.A. | N.A. | N.A. | N.A. | N.A.    | N.A.       | N.A.      |

**Relationship to Applicable Land Development Code Standards** (staff comments in bold text):

### **Section 54.1405 Zoning Ordinance Amendment Procedures**

- (A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

**The City is initiating the rezoning due to the City selling the property to Northern Michigan University, since it is no longer City-owned it should not remain Municipal Zoning.**

- (B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

**The city is requesting this rezoning.**

- (C) Amendment Review Procedures.

- (1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with [Section 54.1406](#). The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of a site considered for rezoning in the previous six (6) months.

**The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, November 1, 2022.**

- (2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with



any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

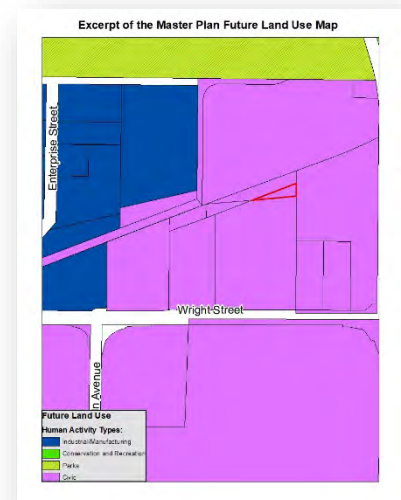
**The Planning Commission is being asked to make a recommendation at their meeting on November 1, 2022.**

- (3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with [Section 54.1406](#). If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an amendment to the Official Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.

**TBD.**

- (D) Standards of Review for Amendments. In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Commission may also take into account other factors or considerations that are applicable to the application but are not listed below.

- (1) Master Plan. Consistency with the recommendations, goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.



**This property is designated for *Civic* on the *Future Land Use Map* of the *Community Master Plan (CMP)* and are designated as *Municipal* on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP. See p.3-12 of the CMP for description of the designation for Civic as a land use category.**

**Please see pp.3-30, 3-31, 3-32 of the Community Master Plan (CMP), specifically the section titled “*Using the Master Plan for Zoning Ordinance Amendment Review*” and Figure 3-5 “*Decision Tree for***



***Planning Commission Review of a Proposed Rezoning.*** The Planning Commission must review these portions of the CMP and all other supporting information, this report in particular, and the attachment titled **Rezoning Considerations for Planning Commissions**, and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

- (2) Intent and Purpose of the Zoning Ordinance. Consistency with the basic intent and purpose of this Zoning Ordinance.

**Please see above - "Zoning District and Standards".**

- (3) Street System. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

**This property does not have a public street frontage; however, it is contiguous to another NMU owned property which fronts Wright Street. This portion of Wright Street and Sugarloaf Avenue are classified as "Urban Minor Arterial" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are high.**

- (4) Utilities and Services. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

**There are no problems anticipated.**

- (5) Changed Conditions Since the Zoning Ordinance Was Adopted or Errors to the Zoning Ordinance. That conditions have changed since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.

**There was no error in the Zoning Ordinance, however, conditions have changes since the Land Development Code was adopted. The City sold this property to Northern Michigan University (NMU), so it should no longer be Municipal as it is not city-owned, and all of NMU properties are zoned Civic.**

- (6) No Exclusionary Zoning. That the amendment will not be expected to result in exclusionary zoning.

**The proposal will not result in exclusionary zoning.**

- (7) Environmental Features. If a rezoning is requested, compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

**The proposed zoning is compatible with site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.**

- (8) Potential Land Uses and Impacts. If a rezoning is requested, compatibility

of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

**The proposed rezoning would be compatible with surrounding uses and zoning.**

- (9) Relationship to Surrounding Zoning Districts and Compliance with the Proposed District. If a rezoning is requested, the boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

**This property does not have a public street frontage; however, it is contiguous to another NMU owned property which fronts Wright Street and Sugarloaf Ave and is zoned Civic. NMU is exempt from local zoning so they would not have to meet any dimensional regulations.**

- (10) Alternative Zoning Districts.

If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

**All of NMU owned properties are zoned Civic.**

- (11) Rezoning Preferable to Text Amendment, Where Appropriate. If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

**The existing Municipal Zoning District is for City-owned properties, so amending the list would not be the appropriate approach.**

- (12) Isolated or Incompatible Zone Prohibited. If a rezoning is requested, the requested rezoning will not create an isolated or incompatible zone in the neighborhood.

**This property does not have a public street frontage; however, it is contiguous to another NMU owned property which fronts Wright Street and Sugarloaf Ave and is zoned Civic.**

- (E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments.

## STAFF FILE REPORT/ANALYSIS

Page 8 of 8

The required notice of adoption shall include all of the following information:

- (1) In the case of a newly adopted Zoning Ordinance, the following statement:  
"A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
- (2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
- (3) The effective date of the ordinance or amendment.

**If the proposed zoning amendment is adopted by the City Commission the requirements of this section will be met.**

- (H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

**This section is not applicable, as this is not a rezoning with conditions request.**

**Additional Comments:**

The Planning Commission should consider the request, and the information provided in this analysis, hold a public hearing, and provide a recommendation to the City Commission.

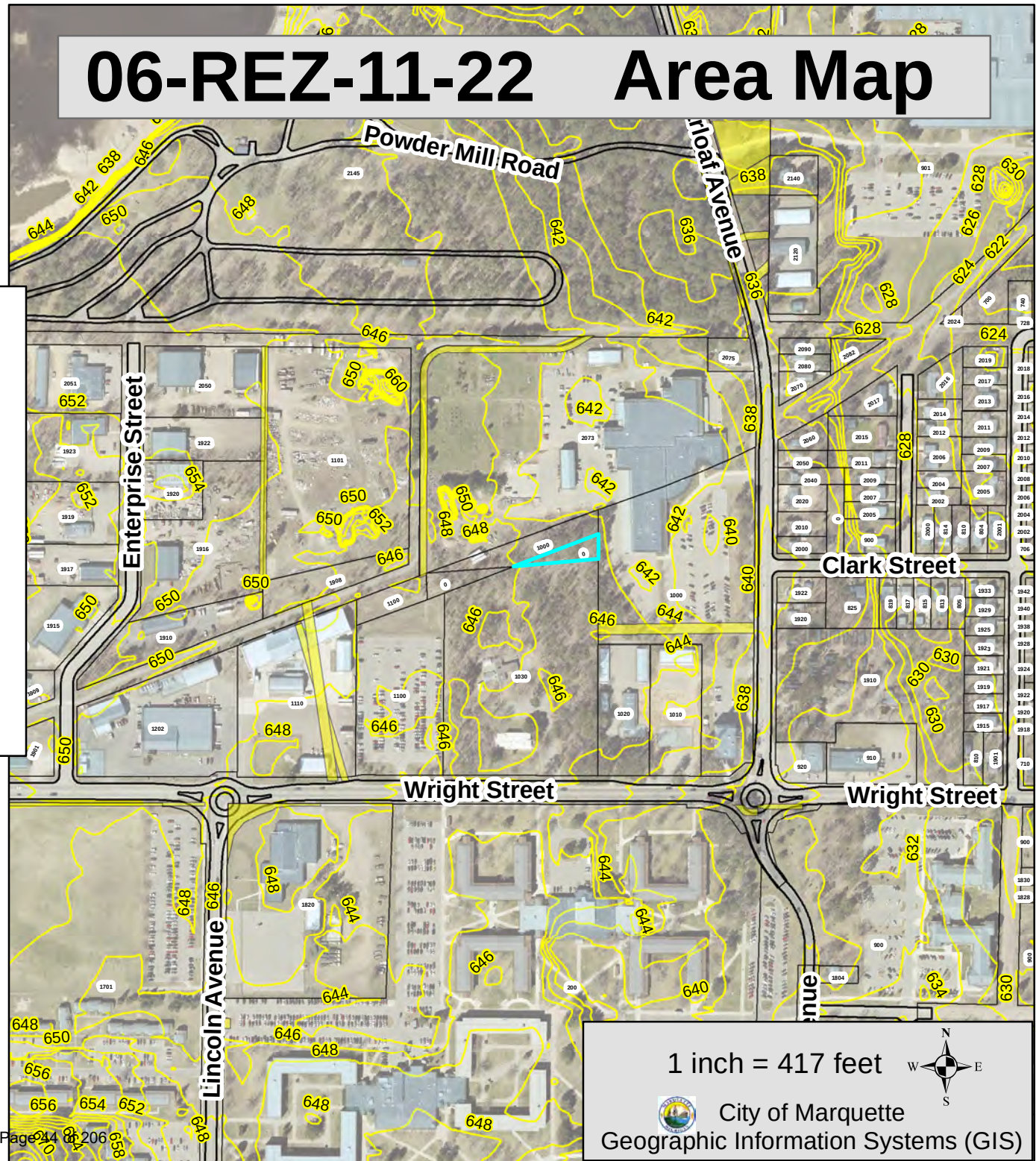
**Attachments:**

1. Area Map
2. Block Map
3. Area Zoning Map
4. Future Land Use Map from the Master Plan
5. Proposed Zoning Map from the Master Plan
6. Photos of the parcels
7. Publication Notice
8. *Rezoning Information for Planning Commissions* document
9. *Spot Zoning Considerations*
10. *Decision Tree from the Master Plan*



# 06-REZ-11-22 Area Map

2019 Imagery Indicating the Current Site Conditions and Surrounding Structures



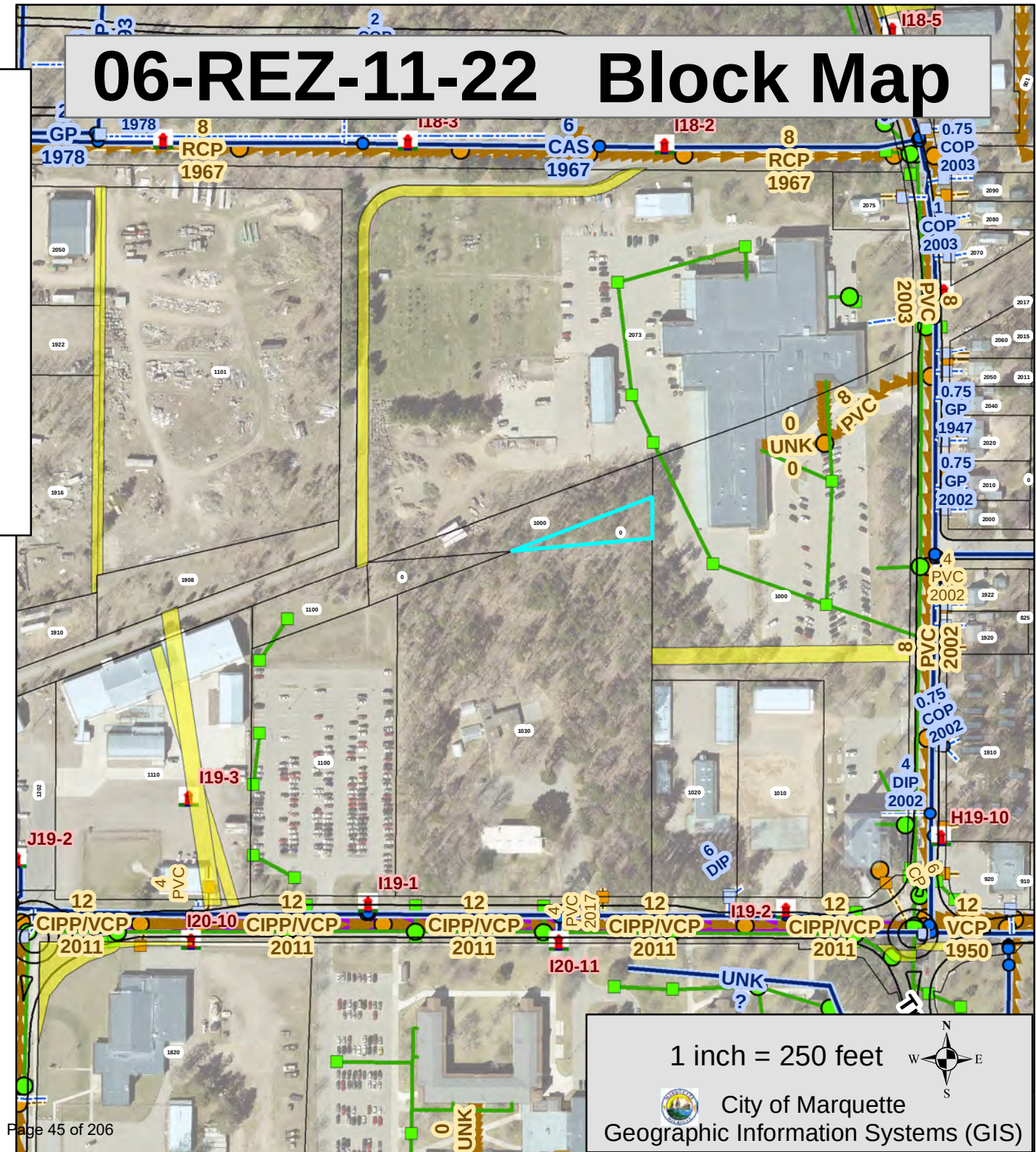


# 2019 Imagery Indicating the Current Site Conditions and Surrounding Structures



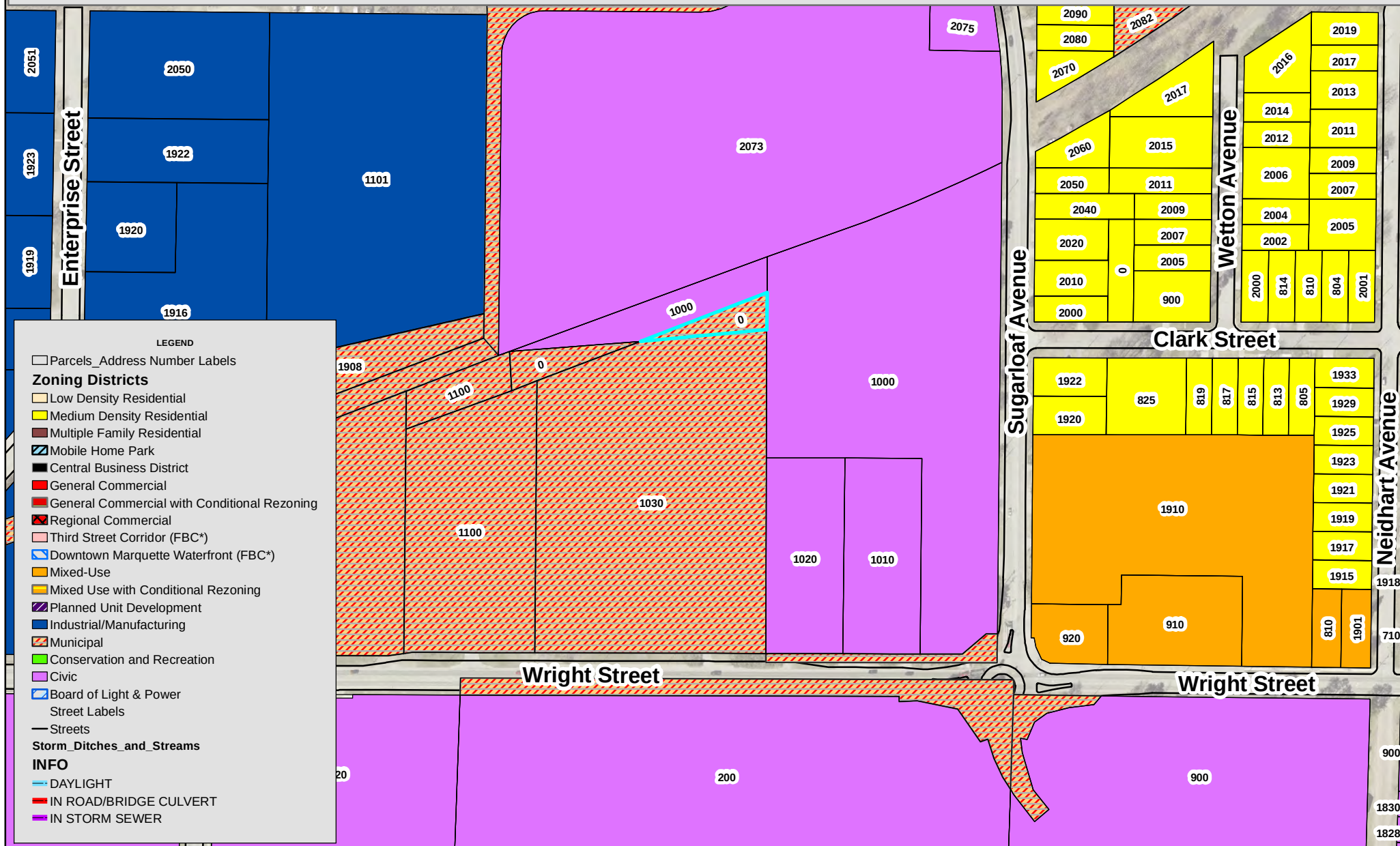
## 06-REZ-11-22 Block Map

- LEGEND**
- Easements\_Update
  - Parcels\_Address Number Labels
  - Building FootPrints
  - Street Labels
  - Streets
  - Fire Hydrants
  - WaterShutOff
  - Water Valves & Gates
  - Water Lateral Lines
  - WaterMains
  - Water Structures
  - Storm Manholes
  - Storm Catch Basins
  - Storm Pipes
  - Sewer\_Lift\_Stations
  - SewerCleanOuts
  - Sewer System Valves
  - Sewer Manholes
  - San Flow Direction**
  - FLOW\_DIR**
  - EAST
  - NORTH
  - SOUTH
  - WEST
  - Sewer Lateral Lines
  - Sewer Pressurized Mains
  - Sew Not Slip Lined
  - Sew Slip Lined





# Existing Zoning Map - Parcel Outlined in Blue Proposed to be Rezoned to Civic since it is owned by NMU



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.

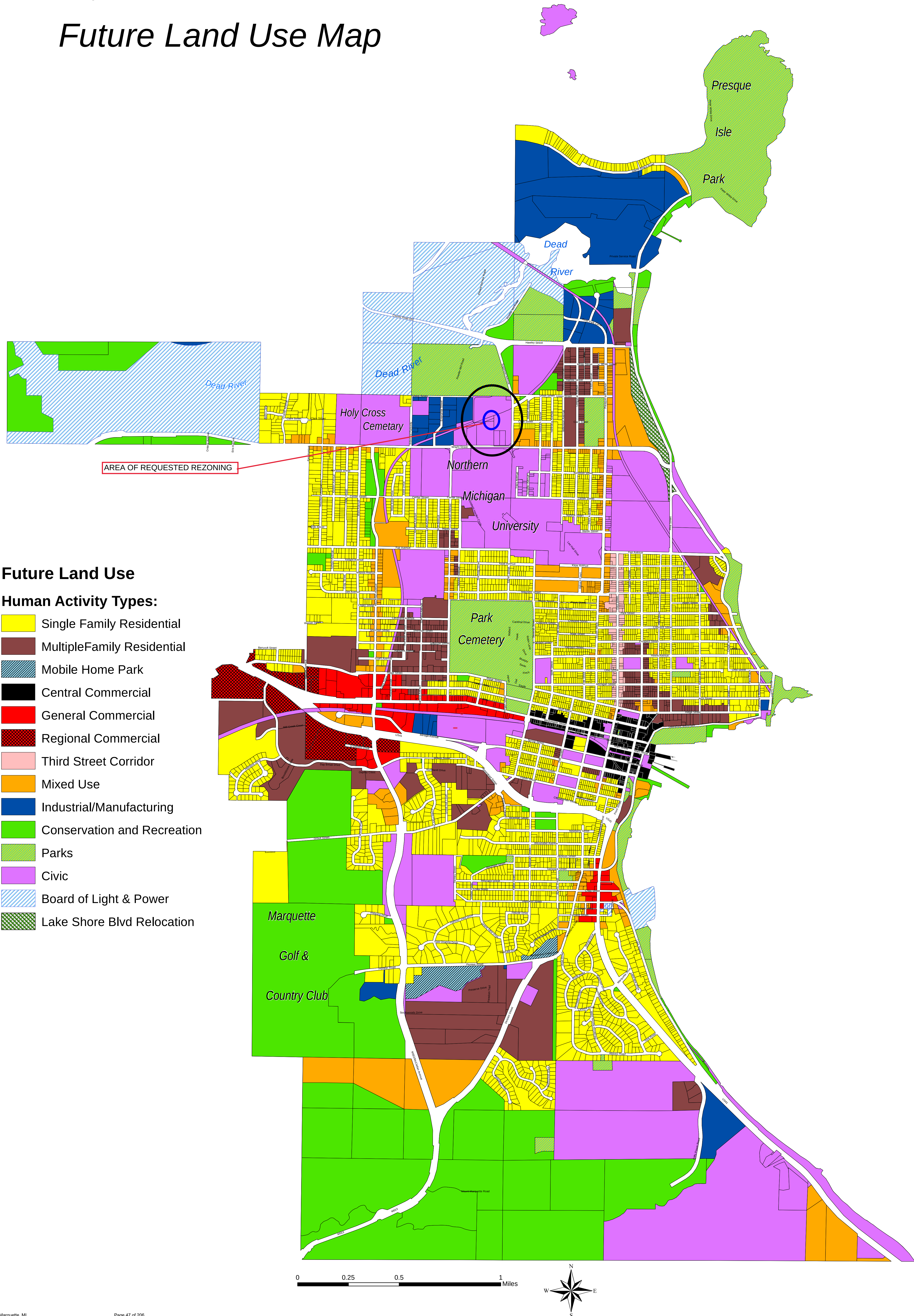


1 inch = 255 feet



MARQUETTE COMMUNITY MASTER PLAN

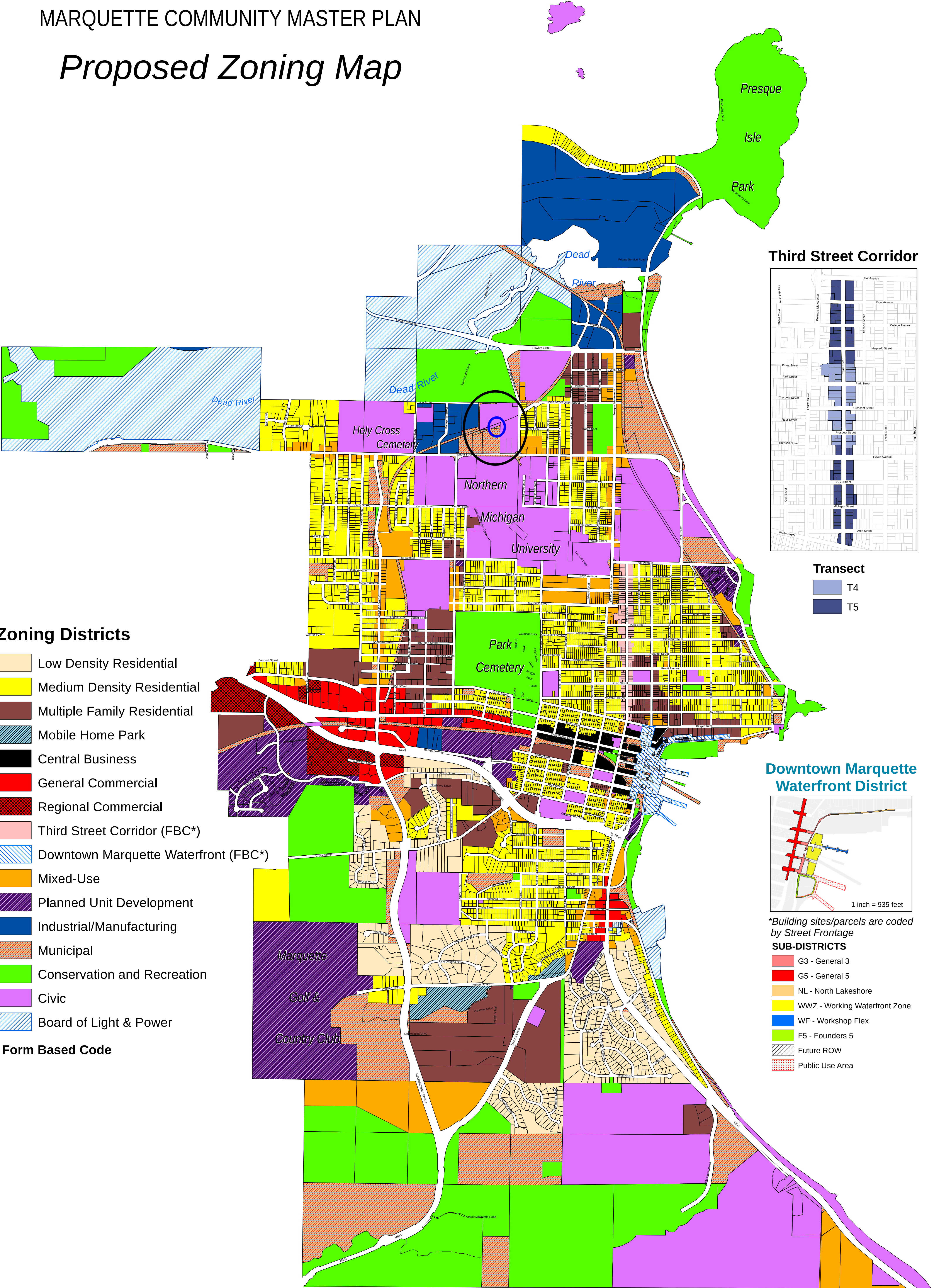
Future Land Use Map





MARQUETTE COMMUNITY MASTER PLAN

*Proposed Zoning Map*

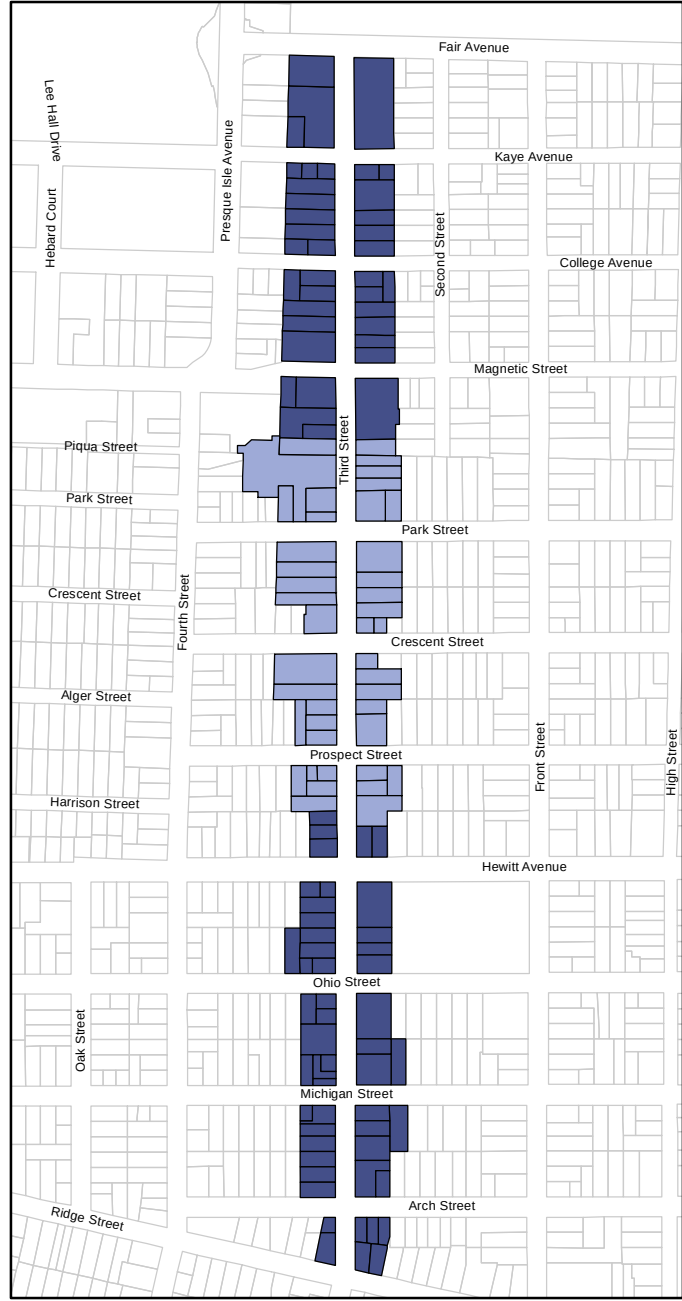


**Zoning Districts**

- Low Density Residential
- Medium Density Residential
- Multiple Family Residential
- Mobile Home Park
- Central Business
- General Commercial
- Regional Commercial
- Third Street Corridor (FBC\*)
- Downtown Marquette Waterfront (FBC\*)
- Mixed-Use
- Planned Unit Development
- Industrial/Manufacturing
- Municipal
- Conservation and Recreation
- Civic
- Board of Light & Power

\* Form Based Code

**Third Street Corridor**



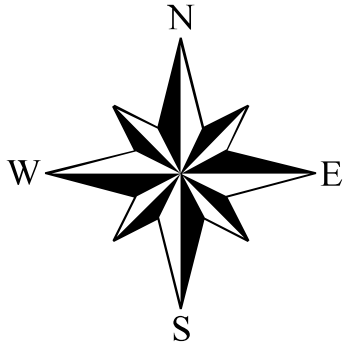
- Transect**
- T4
  - T5

**Downtown Marquette Waterfront District**



- \*Building sites/parcels are coded by Street Frontage
- SUB-DISTRICTS**
- G3 - General 3
  - G5 - General 5
  - NL - North Lakeshore
  - WWZ - Working Waterfront Zone
  - WF - Workshop Flex
  - F5 - Founders 5
  - Future ROW
  - Public Use Area

0 0.25 0.5 1 Miles









Friday, October 14, 2022

The Mining Journal **3A**

# Region

Lewandowski is requesting the next pair.

materials related to food, clothing and hygiene for the dog. Donors Choose is among the most trusted classroom funding sites for teachers.

"The specific project is to continue the sustainability of the school's therapy dog program at our school and to provide more tools for Paa-vo and our students for his

"We started a Donors Choose Fundraiser to fund-raise for some of his needs this fall - grooming supplies, toys, treats, boots, etc," said Lewandowski. For more information or to donate please visit the link: <https://www.donorschoose.org> and search for Mrs. Lewandowski of Jeffers Junior/Senior high.

The Public Accuracy Test is conducted to demonstrate that the computer program used to tabulate the votes cast at the election meets the requirements of law and will be accurately counted for all offices and on all proposals.

IF YOU HAVE A DISABILITY AND REQUIRE ASSISTANCE TO PARTICIPATE, PLEASE PROVIDE ADVANCE NOTICE.

Amy Richmond  
MathiasTownship Clerk  
906-446-3226

## THE DISTRICT COURT IS AN EQUAL OPPORTUNITY EMPLOYER.

### PUBLIC HEARING NOTICE MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following:

**05-SUP-11-22 - 808 & 900 S. Lakeshore Blvd. (PIN: 0510588 & 0510589):** Marquette Opportunity LLC is seeking a Special Land Use permit for a Hotel Use that will be an addition to an existing hotel to be located at 808 & 900 S. Lakeshore Boulevard.

**06-REZ-11-22 - 1000 Wright St. - 0.22 Acres (PIN: 0510885):** The City of Marquette is requesting to the property located at 1000 Wright Street which is zoned Municipal (M) to be zoned Civic (C). The City of Marquette sold this property to Northern Michigan University, so it is no longer city-owned, and the zoning designation needs to change to reflect the new owner.

The Marquette City Planning Commission will hold a public hearing to consider the possible partial revocation of a previously approved Special Land Use: **01-SUP-04-21 - 2090 US HWY S 41 (PIN: 0516410):** Derek Parker was approved for a Special Land Use permit for a Hotel/Motel Use to bring the existing legal non-conforming Hotel/Motel into a conforming use and to also include the existing single-family residence to be a hotel/motel use, and a Special Land Use Permit for Outdoor Entertainment and Community Events as a Principal Use to be located at 2090 US HWY S 41. The conditions have changed due to the property owner completing a land division (boundary line change) and that a portion of the previous 2090 S HWY S 41 was sold to a new owner. The property that now contains the house structure and the land that was proposed for Outdoor Entertainment and Community Events as a Principal Use has a new parcel number of 0516411.

The public hearing for these requests will be at 6:00 P.M. on Tuesday, **November 1, 2022**, in the Commission Chambers at City Hall located at 300 W. Baraga Ave. If you wish to comment on this matter, you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail [alanders@marquettemi.gov](mailto:alanders@marquettemi.gov). Written submissions will be accepted until **12:00 p.m. on November 1, 2022**.

Materials pertaining to the requests are available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the materials e-mailed to you by e-mailing [alanders@marquettemi.gov](mailto:alanders@marquettemi.gov). You can also view the Land Development Code on our website at [www.marquettemi.gov](http://www.marquettemi.gov). If you have a disability and require assistance to participate, please provide advance notice.

Andrea M. Landers  
Zoning Official  
[alanders@marquettemi.gov](mailto:alanders@marquettemi.gov)  
225-8383

Volume 136, No. 238

## THE MINING Journal

228-2500

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## Rezoning

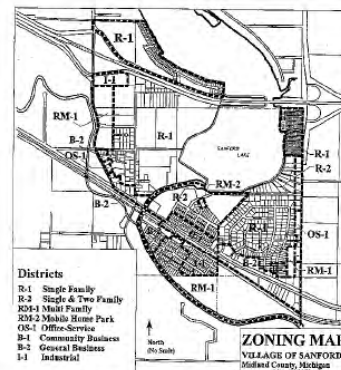
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific land use is proposed then an additional question must also be answered: *“Are the uses permitted in the existing zone reasonable?”*
- Failing to follow notice requirements may result in a Court invalidating the amendment.

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## Rezoning Factors to Consider

RE: Question One (previous page)

- Would rezoning be consistent with other zones and land uses in the area?
- Is the proposed rezoning consistent with the trend of development in that area?
- Are uses in the proposed zone equally or better suited to the area than the current uses?
- Is the proposed rezoning consistent with both the policies and uses proposed for that area in the master plan?



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## Rezoning Factors to Consider

### RE: Question Two (previous page)

- Is the proposed use compatible with uses in the existing district? If so, would it be more appropriate to amend the text of the ordinance to add the proposed use to the existing district as a use permitted by right, or by special permit, or by planned unit development than to rezone?
- Is another district, different than the one requested, more appropriate in this location?

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## SPOT ZONING



### Characteristics

- Typically a single parcel zoned for uses that are quite dissimilar from the zoning of lands around it.
- Typically small in area.
- Typically grants a right to use land that is not enjoyed by similarly situated adjacent parcels.
- Most important, it is typically inconsistent with the future land use plan and the policies of the master plan.

### Result

- Typically ruled invalid if challenged in court.

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## SPOT ZONING CONSIDERATIONS

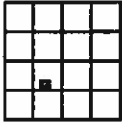
The following is an excerpt from a Planning Commissioner training/resource manual that summarizes the four characteristics of a "spot zone" - and explains that all four must be found in the subject rezoning request to constitute an "unjustified spot zone". The Planning Commission needs to address each of the four characteristics and determine if there is a spot zone.

**SPOT ZONING**

**Characteristics**

- \* **Small in Size**
- \* **Inconsistent Uses**
- \* **Special Benefit**
- \* **Contrary to Master Plan**

MSPO Basic Program: \_\_\_\_\_



### What is a Spot Zone?

Public hearings for rezonings are often filled with comments about the creation of a "spot zone," and the dire results of such an approval. But spot zoning is a derogatory and often misused term.

Spot zoning has some specific characteristics. It is not simply the appearance of a "spot" on a zoning map. Many acceptable zone districts may be "islands," surrounded by other zone

districts. But while some may disagree on whether or not a specific case is a spot zone, nearly everyone agrees that it is a poor zoning practice. A unjustified spot zone is, therefore, likely to be viewed by the courts as unlawful.

In order to qualify as a spot zone the property will meet each of four characteristics.

### *Small in Size*

As the term "spot" implies, the location of a spot zone will be a relatively small parcel, particularly with respect to the sizes of the parcels in the vicinity. While there are no firm rules on what size a spot needs to be, the larger the area, the less likely it will be considered a "spot." If the property was large enough to accommodate buffers or transition areas, landscaping or open space could be used to soften the impact on surrounding properties or uses.

### *Inconsistent Uses*

The second quality is that the spot zone will permit uses that are inconsistent with the uses already established or allowed in the vicinity. The inconsistent nature of the spot zone's uses should be clear, i.e. the uses should be very different. These uses, either by virtue of building design, traffic, or intensity will be incompatible with uses allowed in surrounding districts. For example, a proposed two-family district rezoning in a single family zoned area would not be an inconsistent use. A sporting goods store in the midst of a residential area, however, would be an entirely different use of land.



## Special Benefit

Spot zoning also confers a "special benefit" on a single property owner which is not available to others in the area. Since the uses allowed by the spot zone are inconsistent with, and often more intense than, those allowed in surrounding districts, a special benefit is given to the holder of the spot zone, to the detriment of nearby properties.

## Contrary to the Master Plan

The final characteristic of a spot zone is the one that most distinguishes it as a poor zoning practice. If the Master Plan designates a small parcel in a rural or agricultural area for commercial use to serve residents in the general area, it may have the look of a classic spot zone. In fact, it may even meet the first three characteristics. But it is not a spot zone since the Master Plan planned for its creation. As a result, labeling a rezoning a "spot zone" simply because it is on a small parcel and the uses allowed are different from the other uses around it is not always correct.

### REZONING CASE STUDY



**Willis Township - Proposed Rezoning  
A-1 to C-2**

**Use proposed - Shopping Center**  
**Permitted in C-2, Special Use in C-1**  
**10-Year Master Plan - Residential**  
**No opposition**  
**Major arterial road**

**WHAT ARE THE APPROPRIATE  
FACTORS TO CONSIDER?**

MSPO Basic Program

### Rezoning Case Study

*Willis Township - Proposed Rezoning A-1 to C-2*

The application states that two existing barns and an old farmhouse on a ten acre parcel are to be razed and a shopping center constructed on the property. The C-1 District requires that shopping centers be reviewed as a special land use; the C-2 District allows shopping centers as a Permitted Use. The applicant is requesting the

C-2 District. A variance may also be required for a side yard setback.

### WILLIS TOWNSHIP Zone Districts

#### **C-1 Neighborhood Commercial**

##### **Permitted Uses**

1. Grocery stores
2. Drug stores

##### **Special Land Uses**

1. Shopping centers

#### **C-2 Community Commercial**

##### **Permitted Uses**

1. Automobile services
2. Shopping centers

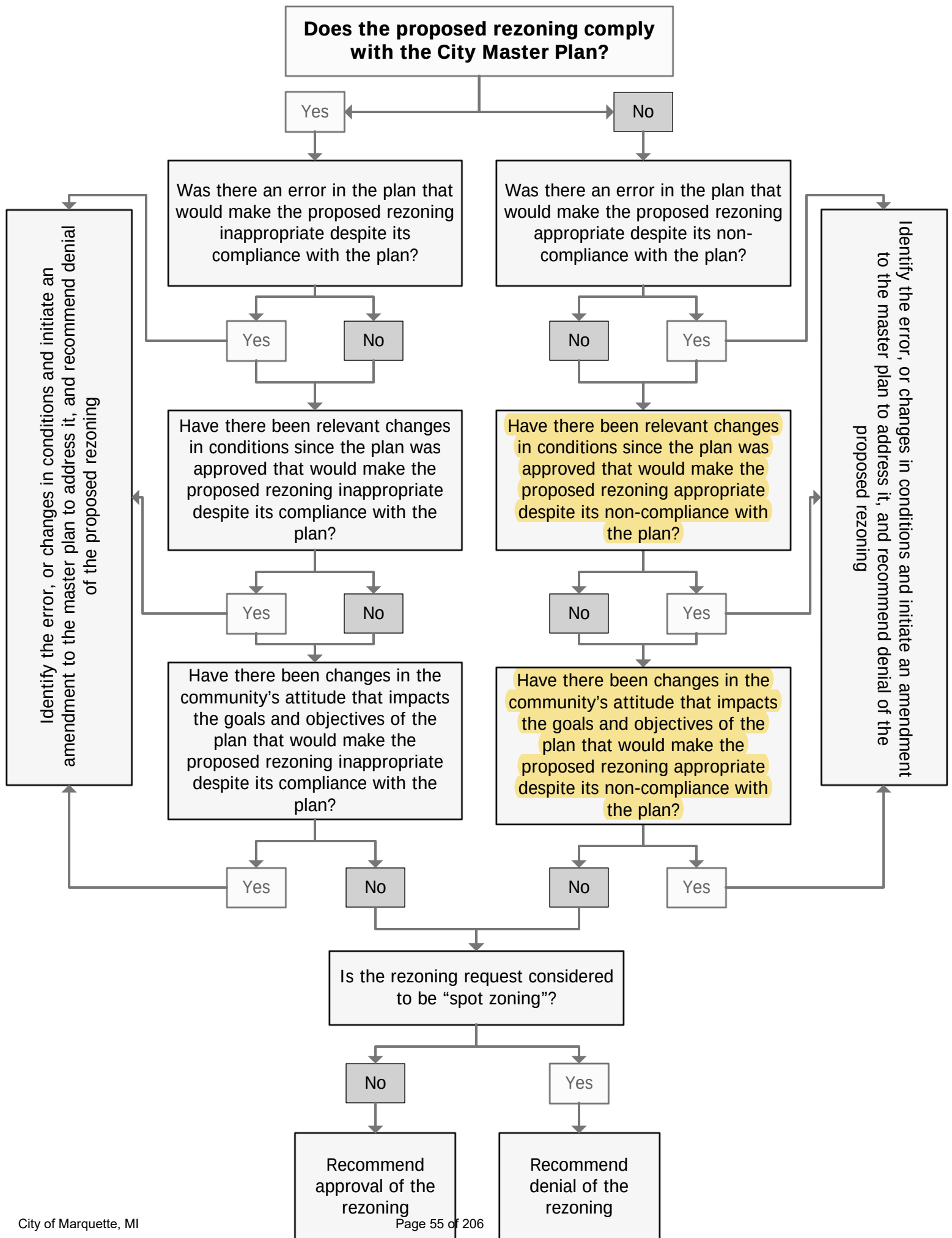
##### **Special Land Uses**

1. Auto body shops

MSPO Basic Program

- The 10-year old Master Plan designates the property and the surrounding area for Residential use.
- No neighborhood opposition is apparent.
- The road which serves the property is a major arterial, but no public sewer or water is available.

**WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?**



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote** **Seamless HRA Plan Document**

#### **BACKGROUND:**

The City's health insurance plan is comprised of a high deductible Blue Cross Blue Shield of Michigan plan that the City then self-funds an HRA "seamless wrap" to ensure out-of-pocket costs are more manageable for employees. Ahead of the July 1, 2022 renewal, our benefits advisor, 44North, advised us to change the out-of-pocket maximum for our high deductible BCBSM plan to \$8,150 annually for the employee and \$16,300 for their family in order to limit the increased out-of-pocket costs to employees seen in our renewal.

The attached Plan Document is effective July 1, 2022 and is for the 44North Seamless HRA. This document is updated annually or mid-year if any changes are made to the plan. The BCBSM rate agreements were approved with these changes back in July.

The City budgets for and pays the State of Michigan hard caps set by law for medical insurance for active employees along with the full cost of vision and dental coverage. Employees are responsible for paying the cost above the hard cap rate as the premium they see deducted per paycheck.

With these changes to our BCBSM plans for active employee groups and retirees, we need to execute the attached updated Agreement.

#### **FISCAL EFFECT:**

Adequate funding is available in the FY 2022 budget to cover the Employer's share of the health insurance costs associated with the 44North Seamless HRA.

#### **RECOMMENDATION:**

Approve the Medical Reimbursement Arrangement Plan Document effective July 1, 2022 regarding the 44North Seamless HRA, and authorize the City Manager or her designee to sign and execute the document.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▢ City of Marquette Medical Reimbursement Arrangement Plan Document



1406 N Mitchell Street  
Cadillac, MI 49601  
855-306-1099 Phone  
855-306-1098 Fax  
[www.44n.com](http://www.44n.com)

October 10, 2022

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

Dear Ms. LePage:

Thank you for choosing Advanced Benefit Solutions, parent company to 44North, to administer your Medical Reimbursement Arrangement (MRA) Plan. We greatly appreciate the trust you have placed in us.

Please keep the enclosed documents and process them as follows:

- ☐ MRA Plan Document – please date and sign where indicated.
- ☐ MRA SPD – we recommend copying and distributing to *new* plan participants.
- ☐ MRA SMM – we recommend copying and distributing to *current* plan participants.

We look forward to working with you in the ever-evolving world of employee benefits. If you have any questions, please do not hesitate to contact your Account Manager or a member of your service team.

Sincerely,

Your  Service Team

RI

**City of Marquette**

**Medical Reimbursement Arrangement Plan, (MRA)**

**Seamless Plan Document**

**Amended July 01, 2022**



# **City of Marquette Medical Reimbursement Arrangement Plan, (MRA) Seamless Plan Document Amended July 01, 2022**

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## **Plan Purpose**

The Name of this Plan is Medical Reimbursement Arrangement Plan, established by the Employer, City of Marquette, whose address is 300 West Baraga Avenue, Marquette MI 49855. For more information on the Plan Sponsor, see Administrative Facts section. The effective date of this Plan is Thursday, November 01, 2012.

City of Marquette hereby establishes the City of Marquette Medical Reimbursement Arrangement (MRA) Plan (the Plan) effective, Thursday, November 01, 2012. This Plan is integrated with the City of Marquette High-Deductible Health Coverage Plan (the HDHC Plan) and shall be administered accordingly. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Section I.

The purpose of the Plan is to allow Employees of the Employer to pay for medical services not otherwise reimbursed or reimbursable in full by any other accident or health plan and such reimbursements are intended to be eligible for exclusion from Participants' gross income under Code §105(b). This plan is intended to be an employer-provided medical reimbursement plan under Code §105 and §106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech Rel. 2013-3, through integration with the HDHC Plan. This Plan and the HDHC Plan shall be interpreted to accomplish these objectives.

## City of Marquette Medical Reimbursement Arrangement Plan Document

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## City of Marquette Medical Reimbursement Arrangement Plan Document

**Section I****Definitions**

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

**“Affiliated Company” means:**

- A. Any corporation which is a member of a controlled group of corporations including those within the meaning of section 1563(a) and 414(b) of the Code, determined without regard to sections 1563(a)(4) and (e)(3)(C), including the employer;
- B. Any organization under common control with the employer within the meaning of section 414(c) of the Code;
- C. Any organization which is included with the employer in an affiliated service group within the meaning of section 414(m) of the Code; or
- D. Any other entity required to be aggregated with the employer pursuant to regulations under section 414(o) of the Code.

**“Benefit Credits” means:**

The amounts set-aside for Benefits under Section 3 and credited to the participant’s Medical Reimbursement Arrangement account.

**“Benefits” means:**

The reimbursements of medical services for City of Marquette employees, as set forth in this Plan.

**“Board” means:**

The City Commission of the City of Marquette.

**“Change in Status” means:**

- A. A change in a participant’s legal marital status, including marriage, divorce, legal separation, annulment, or death of the participant’s spouse.
- B. An event affecting the number of the participant’s Dependents, including birth, death, adoption, and placement for adoption.
- C. A change in employment status of the participant, his spouse or Dependents, including termination or commencement of employment (as determined under the Code Section 125 regulations); a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; or a change in the employment status of the participant, his spouse or dependent (e.g., hourly to salary, union to non-union, or full time to part time), that affects that person’s

## City of Marquette Medical Reimbursement Arrangement Plan Document

rights under this Plan or an underlying benefit program (e.g., changing from salaried to hourly paid, union to non-union or part time from full time).

- D. An event that causes a participant's Dependent to satisfy or cease to satisfy the eligibility requirements for a particular benefit, such as attaining a specified age.
- E. A change in the residence of the participant, his spouse or Dependent.
- F. The participant's or dependent's coverage under a Medicaid plan or under a state children's health insurance program is terminated as a result of loss of eligibility for such coverage and the participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage.
- G. The participant or Dependent becomes eligible for state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan and the participant requests coverage under the group health plan not later than 60 days after the date the participant or dependent is determined to be eligible for such assistance.
- H. Any other events included under Code Section 125, or regulations or other guidance promulgated there under relating to changes in family status. The determination of whether there is a Change in Status shall be determined by the Plan Administrator in its sole discretion, consistent with the regulations under Code Section 125.
- I. A change in Medicare eligibility.

**“COBRA” means:**

The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**“Code” means:**

The Internal Revenue Code of 1986, and the same as may be amended from time to time.

**“Committee” means:**

The individuals who may be appointed by the Plan Administrator to administer the process of claims review for the Plan in accordance with Section 4.

**“Dependent” means:**

(a) A dependent as defined in Code §105(b), (b) any child (as defined in Code §152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (c) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year). Notwithstanding the foregoing, the MRA Account will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of “Dependent.”

## City of Marquette Medical Reimbursement Arrangement Plan Document

**“Effective Date” means:**

Thursday, November 01, 2012.

**“Electronic Protected Health Information”:**

Has the meaning described in 45 CFR §160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

**“Eligible Employee/Retiree” means:**

Any employee or retiree who is covered under the HDHC plan and who meets the eligibility requirement set forth: Any full-time employee who works at least 30 hours/week or more, along with their eligible dependents who are enrolled in the City's HDHC plan are eligible for this plan. Seasonal, temporary, or part-time employees who work less than 30 hours/week are ineligible for this Plan. Employees who have not reached the 1<sup>st</sup> of the month following their date of hire are ineligible for this Plan. Any employee who retires and meets the eligibility requirements under the City's policy and/or union contracts for retiree health insurance coverage may continue to be an active participant in the Plan during the period of continuous participation in the employer's HDHC plan.

**“Eligible Medical Expense”:**

(See “Expense” below.)

**“Employee” means:**

An individual whom the employer classifies as a common-law employee and who is on the employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or an individual classified by the employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the employer; (b) any individual who performs services for the employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation, including those deemed to be a more-than-2% shareholder by virtue of the Code §318 ownership attribution rules.

**“Employer” means:**

The City of Marquette and any other business organization, which succeeds to its business and elects to continue this Plan, which adopts this Plan with the consent of the Board.

## City of Marquette Medical Reimbursement Arrangement Plan Document

### **"Employment Commencement Date" means:**

The first regularly scheduled working day on which the employee first performs an hour of service for the employer for compensation.

### **"Enrollment Form" means:**

The form provided by the Administrator for the purpose of allowing an eligible employee/retiree to participate in this Plan. The form may be in electronic format.

### **"Enrollment Period" means:**

The period upon becoming an eligible employee/retiree. In addition, the Plan Administrator has specified another acceptable enrollment period, which is open enrollment during the month prior to Plan renewal and upon becoming an eligible employee.

### **"Entry Date" means:**

The first pay-period following eligibility. Additional entry date(s) include(s) first day of month following date of hire.

### **"Expense" means:**

Any amount incurred by a participant or his or her spouse or dependents for medical services, as defined in Code §213 (including, for example, amounts for certain hospital and doctor bills) only to the extent that the participant or other individual incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the HDHC Plan, other insurance, or any other accident or health plan. If only a portion of a medical care expense has been reimbursed elsewhere (e.g., because the HDHC Plan imposes co-payment or deductible limitations), the MRA Account may reimburse the remaining portion of such expense. A medical care expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Medical care expenses incurred before a participant first becomes covered by the Plan are not eligible. "Eligible Medical Expenses" shall not include (1) health insurance premiums for individual policies or for any other group health plan (including the HDHC Plan); (2) unprescribed medicines or drugs (other than insulin), without regard to whether such medicine or drug could be obtained without a prescription. The Plan Administrator shall have sole discretion to determine, on a uniform and consistent basis, whether a particular item is a medicine or drug subject to this rule and whether the requirement of a prescription has been satisfied. Please refer to "Schedule A" for medical care expenses eligible under this plan.

### **"FMLA" means:**

The Family and Medical Leave Act of 1993, as amended.

### **"HDHC Plan" means:**

The City of Marquette High-Deductible Health Coverage Plan.

### **"Highly Compensated Employee" means:**

An individual defined under Code §105(h), as amended, as a "highly compensated individual."



## City of Marquette Medical Reimbursement Arrangement Plan Document

**“HIPAA” means:**

The Health Insurance Portability and Accountability Act of 1997, which may be modified or amended at any time.

**“Key Employee” means:**

Any employee defined as such in section 416(i)(1) of the Code.

**“Maximum Benefit” means:**

The yearly maximum benefit.

**“Participant” means:**

Any eligible employee/retiree who has met the conditions for participation set forth in Section 2, below.

**“Participating Employer” means:**

The employer and any affiliated company, which adopts this Plan with the consent of the Board.

**“Plan” means:**

The Medical Reimbursement Arrangement Plan described herein.

**“Plan Year” means:**

The plan year will begin July 1<sup>st</sup> of each year and ends June 30<sup>th</sup> of each following year.

**“Qualified Benefits” means:**

Each reimbursement for medical services, as described in the document.

**“Qualified Medical Services” means:**

Means a medical service that is considered to be medically necessary or prescribed by a licensed practitioner which was not reimbursed or not reimbursable by any other medical benefit plan available to the participant, and includes only those medical services that are reimbursable by the employer's other Plans providing coverage for medical services. If coverage is provided by this Plan and under an accident and health plan providing similar benefits, the benefits of this Plan must be paid first from this Plan until all benefit credits are exhausted, and then from any other available accident and health plan. The eligible medical services must be supported by adequate evidence and submitted to the employer by the participant or his legal representative. The determination of the qualification of the medical service and the determination of the completeness of submitted request for reimbursement will rest solely on the employer, person, or persons appointed to review all claims. The employer's decision will be final.

**“Reimbursement” means:**

The actual transfer of benefit credits available to a Plan participant in the Medical Reimbursement Arrangement account, by the employer, for payment of qualified medical services. The reimbursement will be in the form of a check drawn on the funds of the employer, or in any other form as determined by the employer.

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**“Retiree” means:**

Any retiree from the employer that is not Medicare eligible and meets the minimum retirement criteria of the City of Marquette.

**“Retirement” means:**

The voluntary withdrawal of active employment with the employer after attaining the minimum retirement age and years of service as defined by the employer.

**“Spouse” (as used in this Plan) means:**

An individual who is treated as a spouse for federal tax purposes.

**“Suspension Election Form” means:**

The form provided by the Administrator for the purpose of allowing a participant to suspend his or her MRA Account for a Plan year.

## Section II

### Participation in the Plan

#### Commencement of Participation

Each eligible employee/retiree shall be eligible to become a participant on his entry date.

#### Procedure for and Effect of Participation

An eligible employee/retiree may become a participant in the Plan by executing and submitting a properly completed enrollment form, available from the employer or Plan Administrator, and by providing such data as is reasonably required by the employer as a condition of such participation. The Enrollment Form shall identify the spouse and dependents, whose medical care expenses may be submitted to the MRA. The participant must notify the Administrator within 30 days if this information changes. Each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

#### Election to Suspend MRA Account

A participant may elect to suspend his or her MRA Account for any future Plan year by submitting a Suspension Election Form to the Administrator before the beginning of that Plan year. The participant's suspension election will remain in effect for the entire Plan year to which it applies, and the participant may not modify or revoke the election during that Plan year. The participant will not receive reimbursements for any medical care expenses incurred during the Plan year to which the suspension election applies.

If a participant suspends his or her MRA Account for a Plan year, the employer will suspend contributions to the MRA Account for that Plan year. Medical care expenses incurred before the beginning of the suspended Plan year will be reimbursed during the suspended Plan year, subject to the reimbursement procedures set forth in this plan, so long as no suspension election was in effect for the Plan year in which such expenses were incurred.

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### Permanent Opt-Out

In lieu of a temporary suspension of a participant's MRA Account, a participant may elect to permanently opt out of and waive future reimbursements from his or her MRA Account. A participant who makes that election will not receive reimbursements for any medical care expenses incurred after the opt-out election takes effect. Medical care expenses incurred before the opt-out election takes effect, however, may be reimbursed during the first Plan year to which the opt-out election applies, subject to the reimbursement procedures set forth in this plan, so long as no suspension election was in effect for the Plan year in which such expenses were incurred.

If a participant permanently opts out of this Plan, the employer will also discontinue contributions to the participant's MRA Account and the participant will have no opportunity to resume participation in the current plan year.

The opportunity to make a permanent opt-out election shall be offered to each participant at least annually. No similar offer shall be required at termination of employment because in that case the reimbursements are limited as outlined in Section III, Reimbursements.

### Cessation of Participation

A participant will cease to be a participant as of the earlier of:

- A. the date on which the Plan terminates;
- B. the date on which he ceases to be an eligible employee/retiree because of a loss of coverage under the HDHC;
- C. the date on which he fails to satisfy any requirement necessary to be an eligible employee/retiree other than coverage under the HDHC Plan, provided that participation may continue for purposes of COBRA coverage, as may be permitted by the Administrator on a uniform and consistent basis;
- D. the date on which a Participating employee/retiree terminates its participation in the Plan;
- E. the date a retiree or a retiree's qualified dependent becomes Medicare eligible.

Once an eligible employee is enrolled as a participant, his or her participation will continue until his or her participation ceases pursuant to the above or the participant elects to suspend or permanently opt-out. If a Plan participant fails to complete an election form for the upcoming Plan year, then the participant will be enrolled in the Core Plan offered by the employer, until changed by an approved Change of Status election. Retiree participants will maintain the same plan that was elected for the prior year.

Nothing in this section shall prohibit the payment of benefits with respect to claims arising prior to the participant's termination of participation long as no suspension

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election or permanent opt-out was in effect for the Plan year in which such expenses were incurred.

### **Change in Enrollment**

An eligible employee, who is not enrolled, may complete an enrollment form in connection with a change of status:

When a significant coverage is no longer available resulting in a loss of coverage under this Plan, a participant may change to another benefit option, if available, or cease enrollment.

Participants may make a change in benefit options that corresponds with changes made under an accident and health plan of the spouse's or dependent's employer including changes made under the plan of the employee's employer. The change request must be combined with adequate documentation describing the change in coverage for which the participant or dependent is covered.

Participants may make a change in coverage to add self or dependent that loses coverage under a health plan maintained or administered by a government or educational institution.

A retiree who opts out of the HDHC Plan for other coverage may reenter the Plan during open enrollment or in connection with a qualifying event. Retirees wishing to reenter the Plan following an opt out outside of open enrollment must provide documentation of the qualifying event.

## **Section III**

### **Benefits**

#### **Benefit Credits**

There shall be credited to each participant's Medical Reimbursement Arrangement account those benefit credits that correspond to the amount of the employer's funding for the complete Plan year or for such partial Plan year, as shown by the amounts set forth on Schedule A attached hereto, and as may be revised by the employer from time to time. The amount of benefits actually provided to or for the benefit of any participant shall be a charge to the balance of his Medical Reimbursement Arrangement account.

#### **Election of Benefits**

An eligible employee will automatically become a participant in the Plan if they enroll in the employer's HDHC Accident and Health Plan unless they elect to suspend or permanently opt out or fail to complete an enrollment form.

#### **Coordination of Benefits**

The MRA may only pay eligible medical expenses not previously reimbursed or for which you will not seek reimbursement from any other accident or health plan, cafeteria plan, or health insurance. If an eligible medical expense is payable or

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reimbursable from another source, that other source must pay or reimburse prior to payment or reimbursement from the MRA. If only a portion of an eligible medical expense is reimbursable by another health plan (e.g., because of copayment or deductible requirements), the MRA can reimburse the remaining portion of the expense if it otherwise meets the requirements of the MRA. However, if eligible medical expenses are covered by both MRA and by a health flexible spending account (health FSA), the MRA will pay first, exhausting all available MRA Credits, before the health FSA may provide reimbursement.

### **Nature of Participant Medical Reimbursement Arrangement account**

No money shall actually be allocated to any Reimbursement Account; any such Reimbursement Account shall be of a memorandum nature, maintained by the Plan Administrator for accounting purposes, and shall not be representative of any identifiable Trust assets. No interest will be credited to or paid on amounts credited to a Medical Reimbursement Arrangement account.

### **Provision of Benefits**

The employer shall provide such benefits as the participant has elected under the Plan, in such amounts as do not exceed the amount indicated on the Schedule A of this Plan, and subject to employer contributions from time to time. Such benefits shall be subject to the provisions of this Plan, the Summary Plan Description, contract, or other arrangement setting forth the further terms and conditions pursuant to which such benefits are provided. No amount shall be applied to provide benefits under this Plan if such amount would exceed the balance of the participant's benefit credits in the Medical Reimbursement Arrangement account.

### **Additional Benefits**

If at the end of any Plan year where there remain any unused benefit credits to the participant's Medical Reimbursement Arrangement account, and the participation of the participant is continuous, such total benefit credits will be forfeited.

### **Revocation and Modification of Elections**

- A. Once an eligible employee has elected benefits under the Plan and the Plan year has begun, he may not amend or revoke his election of benefits, unless there is a change in status or as may otherwise be permitted under this Section 3. The revocation of a designation of benefits and election of new benefits may be made by an eligible employee only if both the revocation of existing designation of benefits and election of new benefits are made on account of and consistent with the previously described change in status (except for coverage under COBRA as defined in Section 5.)
- B. Change in Coverage.

A participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the employer of the participant's spouse, former spouse, or dependent's employer, if (a) the accident and health plan in which the spouse, former spouse, or dependent participates permits its participants to make an election change that would be permitted under



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Treasury regulation Section 1.125-4(b) through (g); or (b) the participant's plan year period of coverage is different from the plan year period of coverage under the cafeteria plan or benefit plan of the plan in which the spouse, former spouse or dependent participates.

Where there is a judgment, decree, or order (including a qualified medical child support order resulting from a participant's divorce, annulment, legal separation, or change in custody, (a) a participant's election under this Plan may be changed to provide coverage for a dependent who is the participant's child if the Order requires such coverage, and (b) coverage of the dependent who is the participant's child may be revoked or changed if the Order requires someone other than the participant to provide such coverage.

If a participant, his spouse or dependent is entitled to special enrollment rights under a group health plan, as required by Code Sec. 9801(f) (i.e., HIPAA), then a participant may revoke a prior election for coverage under this Plan and make a new election, provided that the election corresponds with such special enrollment rights under the group health plan.

A participant entitled to make a new election under this Section 3 must do so within 30 days of the event or within 60 days of the change of status events (f) & (g) outlined in Section 1 above. Any such election shall apply for the balance of the Plan year in which the election is made unless a subsequent event (described in this Section 3) occurs.

### **Reimbursements**

Except as otherwise provided in this plan, contract or arrangement established to provide Benefits of this Plan, reimbursement of Expenses shall be made at such time and in such amounts as are evidenced by submitted proof of incurring an eligible medical expense by the Employer or by any administrator appointed by the Employer, provided sufficient Benefit Credits are available in the account of the participant. No payment may be made for any medical expense incurred by the participant before the participant's effective date of coverage or incurred on or after the date of actual termination of participation. However, a terminated participant (or the participant's estate) may claim reimbursement for any eligible medical expenses incurred during the period from the beginning of the calendar year through the date of termination of participation, provided that the participant (or the participant's estate) files a claim within 90 days of the termination. Any reimbursements from the MRA Account for eligible medical expenses incurred after the date of termination will be made pursuant to a COBRA election. Provisions for reimbursement of expenses by the Employer will be determined by the Employer who is the sole source of payment of benefits.

### **Nondiscrimination**

Benefits under the Plan shall not discriminate in favor of highly compensated employees nor shall the aggregate cost of the benefits provided to key employees exceed 25% of the aggregate of such cost for the benefits provided to all employees under the Plan. The employer may limit or deny any employee's participation in the

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Plan to the extent necessary to avoid any such discrimination due to actuarial error in rate calculation.

### **Termination of Employment**

An employee who retires and meets the age and service requirements during a Plan year in which he participates in this Plan and is not Medicare eligible may continue to be an active participant in the Plan during the period of continuous participation in the employer's HDHC plan

Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA Continuation is available for such participant.

### **Forfeiture**

If the total benefit credits paid or reimbursed to a participant with respect to any Plan year are less than the benefit credits allocated, the unused portion shall be forfeited three months following an employee's date of termination of employment or participation in the plan. No payment may be made for any medical expense incurred by the participant after the date of actual termination of participation.

### **Participation Following Termination of Employment or Loss of Eligibility**

If a participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days of the date of the termination of employment, the resulting break in employment will be disregarded for purposes of determining whether the employee is an eligible employee, and the rehired employee will be reinstated with the same MRA Account balance that such individual forfeited at termination, provided the individual is enrolled in the HDHC Plan and meets the other requirements to be an eligible employee (disregarding the break in employment). If an employee (whether or not a participant) terminates employment and is not rehired within 30 days or ceases to be an eligible employee for any other reason for more than 30 days (including, but not limited to, a reduction in hours or loss of HDHC Plan coverage), the employee's service before his or her loss of eligible employee status will not be taken into account when determining whether the employee has regained eligible employee status, so the employee will be required to complete the waiting period before again becoming eligible to participate in the Plan.

### **Participation While on FMLA Leave**

Notwithstanding any provision to the contrary in this Plan, if a participant takes an unpaid leave of absence under the Family and Medical Leave Act of 1993 ("FMLA Leave"), then to the extent required by FMLA, the employer will continue to maintain the participant's benefits on the same terms and conditions as if the participant were still an active eligible employee.

### **Uniformed Service under USERRA**

A participant who is absent from employment with the employer on account of being in "uniformed service", as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), will continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the participant fails to apply for reinstatement or to return to employment with the

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employer. Benefit credits remaining at the time active employment ceases may be used as provided in the Plan except that no qualified medical expense will be considered for reimbursement when the cost of the medical service was available for payment or coverage by any other accident and health plan to which the participant is entitled. All unused benefit credits remaining in the Medical Reimbursement Arrangement account will be held in the account until such time as the employee returns to active employment, and then be available for reimbursement for qualified medical expenses. If such participant returns to active employment before the expiration of the 24-month period indicated above, the participant will be reinstated, provided the former participant also is reinstated in the employer's accident and health plan concurrently, and in the same manner as existed before the USERRA commenced. The employer will provide such benefit credits as would normally be provided to such participant during the remainder of the current Plan year. The employer or Plan Administrator shall determine the manner in which such benefit credits are applied to the participant's account at its sole discretion.

### **Non-FMLA and Non-USERRA Leaves of Absence**

If a participant goes on an unpaid leave of absence that does not affect eligibility, the employer will continue to maintain the participant's benefits on the same terms and conditions as if the participant were still an active eligible employee. If a participant goes on an unpaid leave of absence that does affect eligibility, the participant will be treated as having terminated participation, and COBRA will be offered.

### **Claims Appeals**

Participants have a right to appeal claim payment determinations. If participants disagree with any claim payment determination, then said participant must submit proof that a claim for benefits is covered and payable under the Plan's provisions; including (a) all facts and theories supporting the claim and (b) a statement referencing the relevant Plan provision. If the participant does so, it may be that some or the entire claim will be payable under the Plan. This Plan allows for two appeals of an adverse benefit determination. Each appeal provides full and fair review of an adverse determination. Participant will be provided free of charge with a complete description of the Plan's review procedures and the applicable time limits by contacting the Plan Administrator. Briefly, the claimant may file an appeal within 180 days following receipt of this notice, which must be in writing and addressed as follows: 44North, 1406 N. Mitchell St, Cadillac, MI 49601, Attn: Claims Appeals. If participant provides the Plan with all information needed to address the appeal, the Plan will respond to the appeal not later than 60 days after receipt of the appeal. Participants are entitled to receive, free of charge upon request, reasonable access to, and copies of, all documents, records, and other information relevant to a claim for benefits. If participants receive an adverse benefit determination following the final appeal, participants have the right to an external review with the Michigan Department of Insurance and Financial Services (DIFS) under the Patient's Right to Independent Review Act. An external review process shall be provided as legally required.

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## Section IV

### Administration

#### Enrollment

An eligible employee may request participation in the Plan by completing the enrollment form supplied by the employer or Plan Administrator. No eligible employee may enroll in this Plan unless and until he concurrently enrolls at the same time, in the employer's HDHC accident and health plan.

#### Administrator

The employer shall be the Plan Administrator.

#### Plan Year

The first Plan year will begin July 1<sup>st</sup> of each year and ends June 30<sup>th</sup> of each following year.

#### Name of Plan and Employer Plan Identification Numbers

The name of this plan is the City of Marquette Seamless Medical Reimbursement Arrangement Plan.

The employer Identification Number (EIN) assigned to City of Marquette by the Internal Revenue Service (IRS) is 38-6004521. The Plan Number (PN) assigned to the MRA Plan by the employer is 510.

#### Service of Legal Process

The employer has designated the Plan Administrator as its agent for service of legal process in connection with claims under the Plan. Such process may be served on the employer by directing the process to the Plan Administrator indicated above.

#### Classification and Funding

The Plan is intended to be a medical reimbursement arrangement as defined under IRS Notice 2002-45. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from Participant's gross income under Code §105(b). This Plan is intended to be an employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech. Rel. 2013-3, through integration with the HDHC Plan. This Plan and the HDHC Plan shall be interpreted to accomplish these objectives.

#### Third-Party Administrator

The Plan may from time to time employ the services of a Third-Party Administrator (TPA) for designated Plan administration, or other qualified professionals for Plan services, under the direction of the Plan Administrator.

The Plan has contracted with a TPA to administer benefits and process claims. The TPA merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid. Complete and proper claims for benefits

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made by participants covered by the Plan will be promptly processed; however, in the event there are delays in processing claims, plan participants have no greater rights to interest or other remedies against the TPA except those permitted by law.

### **Named Fiduciary**

The employer shall be the named fiduciary responsible for administration of the Plan. The employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration, which has been delegated by the employer, and any references to the employer shall instead apply to the delegate. However, if the employer assigns any of the employer's responsibility to an employee, it will not be considered a delegation of employer responsibility but rather how the employer internally is assigning responsibility.

### **Rules of Administration**

The Plan Administrator is charged with the administration of the Plan and has certain discretionary authority with respect to the administration of the Plan. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them. The Plan Administrator has the discretionary authority to construe and interpret the Plan in order to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan. The Plan Administrator shall adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions, and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. The Plan Administrator shall prescribe procedures to be followed and the forms to be used by employees and participants to enroll and submit claims pursuant to this Plan and has the authority to request and receive from all employees and participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan. Records of administration of the Plan shall be kept, and participants and their beneficiaries may examine records pertaining directly to themselves.

### **Services to the Plan**

The employer may contract for legal, actuarial, investment advisory, medical accounting, clerical and other services to carry out the provisions of the Plan. The costs of such services and other administrative expenses shall be paid by the employer.

### **Funding Policy**

Each participant's benefits under the Plan shall be paid from employer's general assets. Nothing in the Plan shall be construed to require employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any participant, and no participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the employer from which

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any payment under this Plan may be made. There is no trust or other fund from which benefits are paid.

### Claims Procedure

The Plan Administrator will set up a Medical Reimbursement Arrangement account for you from which participating employees may be reimbursed for medical expense incurred. The method of substantiating the medical expenses you are required to pay will be determined by the Plan Administrator.

- A. Within 30 days after receipt by the Third-Party Administrator, a reimbursement claim from a participant, the employer will reimburse the participant for the participant's eligible medical care expenses (if the Third-Party Administrator approves the claim), or the Third-Party Administrator will notify the participant that his or her claim has been denied. The 30-day time period may be extended for an additional 15 days for matters beyond the control of the Third-Party Administrator, including in cases where a reimbursement claim is incomplete. The Third-Party Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the participant 45 days in which to complete an incomplete reimbursement claim.

*Claims Substantiation.* A participant who seeks benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than 90 days following the close of the Plan year in which the medical care expense was incurred (claims received through the seamless feed will continue to process through the MRA as long as the carrier is paying them), setting forth-

- the individual(s) on whose behalf medical care expenses have been incurred;
- the nature and date of the medical care expenses so incurred;
- the amount of the requested reimbursement; and
- a statement that such medical care expenses have not otherwise been reimbursed and are not reimbursable through any other source, and that Health FSA coverage, if applicable, for such medical care expenses has been exhausted.

The application shall be accompanied by the HDHC Explanation of Benefits (EOB) along with bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the medical care expenses have been incurred and the amounts of such medical care expenses, together with any additional documentation that the Administrator may request. Except for the final reimbursement claim for a period of coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement total at least \$5.

An Explanation of Benefits (EOB) will be generated for each claim processed, including but not limited to claims paid, claims adjusted and claims denied. The



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EOB will be sent by first class mail, or email if Direct Deposit is elected or retrieved via the Member Portal on the Internet if there has been an election for paperless EOBs.

If a participant believes he has not been reimbursed in accordance with the Plan or has not been advised of his benefits, he may submit a written request to the Plan Administrator to provide either an explanation of how benefits are reimbursed or further information of his benefits. The Plan Administrator must respond to such a request within a reasonable time. Additionally, the Plan Administrator will provide to every claimant, who is denied a claim for benefits, a written notice stating in a format determined to be understood by the claimant:

- (A) the specific reason or reasons for the denial;
- (B) specific reference to pertinent plan provisions on which the denial is based;
- (C) a description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- (D) an explanation of the claim review procedure set forth in Paragraph B., below.

Such notice will be given within 30 days after the claim is received by the Claim Administrator (or within 45 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 30-day period). If such notification is not given within such period, the claims will be considered denied as of the last day of such period, and such person may then request a review of his claim, as set forth in subsection B., below.

- B. Within 180 days of receipt by a claimant of a notice denying a claim under Paragraph A., the claimant or his duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator, or by the committee which may be appointed by the employer for that purpose. The Claim Administrator or committee may extend the 180-day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Claim Administrator or committee shall make a decision promptly, and not later than 60 days after the Plan Administrator's receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within such period, the claim will be considered denied.
- C. City of Marquette also permits electronic reimbursement of medical expenses by direct deposit into the bank account of the participant's choice. Participants must

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complete a Direct Deposit Authorization Form and can change their bank account of choice at any time by submitting a new Direct Deposit Authorization Form. By using direct deposit, a participant will have the convenience of not needing to wait for a check to arrive, or be deposited, to pay providers for eligible expenses. A notice that a direct deposit was made will be sent by email

### **Overpayments or Errors**

If it is later determined that the participant and/or the participant's spouse or dependent(s) received an overpayment or a payment was made in error, whether it is due to a mistake as to the eligibility of participation or the allocations made to your MRA or an adjustment made by the HDHC, you will be required to refund the overpayment or erroneous reimbursement to the MRA Plan.

If the overpayment or erroneous payment is not refunded, the MRA Plan and the employer reserve the right to offset future reimbursement equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from your compensation.

### **Nondiscriminatory Operation**

All rules, decisions, and designations by the employer, Claim Administrator, and each committee under the Plan shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike.

### **Liability of Administrative Personnel**

Neither the employer nor any of its employees shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

### **Participant's Health Information**

THE FOLLOWING DESCRIBES HOW MEDICAL INFORMATION ABOUT PLAN PARTICIPANTS MAY BE USED AND DISCLOSED AND HOW PLAN PARTICIPANTS CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As a Health Plan subject to HIPAA, the plan shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

The Protected Health Information (PHI) provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations ("Rules") and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH") include privacy

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protections impacting handling of the group health plan medical or financial information that could identify an individual

Protected Health Information (PHI) is information created or received by plans subject to HIPAA that relates to the past, present or, future individual's physical or mental health condition (including genetic information as provided under the Genetic Information Nondiscrimination Act), the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper, or oral.

The Protected Health Information (PHI) provisions of HIPAA and its rules include privacy protections impacting group handling of health plan medical or financial information that could identify an individual. Individually identifiable information is protected whether it is in electronic, paper or oral format. The HIPAA rules give individuals control over health and financial information related to their health care. PHI may be used only for limited purposes without consent, and in many situations, only upon individual authorization. Regarding their own PHI, they have the right to:

- A. Object to using information;
- B. Gain access to information;
- C. Change information; and
- D. Obtain an accounting of any information disclosures.

An underlying principle of the rules is that the "minimum necessary" disclosure should be the standard when using or disclosing information in the normal course of treatment, payment, or health plan operations.

Participants in this plan are guaranteed access to their PHI and have the right to: (1) copy and amend health information; (2) receive an accounting of PHI uses; and (3) receive notices of health plans' privacy practices. Individuals have the right to request that PHI use and disclosure be restricted even for treatment and payment purposes.

### **Certification Requirement**

The MRA shall disclose PHI, including Electronic PHI, to authorized employees of the employer only upon receipt of a certification by the employer that the employer agrees:

- A. not to use or further disclose PHI other than as permitted or required by the Privacy Policy or as required by law;
- B. to take reasonable steps to ensure that any agents to whom the employer provides PHI or Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to the employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;

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- C. not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the employer other than another Health Plan;
- D. to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures, or any Security Incident, of which the employer becomes aware;
- E. to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- F. to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- G. to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- H. to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, or the Security Rule;
- I. if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that the employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;
- J. to take reasonable steps to ensure that there is adequate separation between the Plan and the employer's activities in its role as Plan sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and
- K. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the employer creates, receives, maintains, or transmits on behalf of the Plan.

### **Electronic Data Security Obligations**

To the extent the Plan maintains electronic PHI, the Plan will:

- A. Reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the employer on behalf of the Plan as required by the HIPAA Security Rules;

## City of Marquette Medical Reimbursement Arrangement Plan Document

- B. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the employer creates, receives, maintains, or transmits on behalf of the Plan;
- C. Ensure that the separation is supported by reasonable and appropriate security measures;
- D. Ensure that any agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate security measures to protect the electronic PHI; and
- E. Report to the Plan any security incident involving PHI including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations of which it becomes aware.

### **Permitted Uses and Disclosures**

The Plan places restrictions on the employer's use or disclosure of PHI received from the plan or an insurer. Insurers may determine what information will be available to the Plan.

Only Authorized employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of the Plan. The use or disclosure of PHI or Electronic PHI by Authorized employees shall be restricted to the Plan administration functions that the employer performs on behalf of the Plan.

The HIPAA Plan may disclose PHI to the Authorized employees of the Plan Sponsor only for limited purposes as defined in the HIPAA Privacy Rules. The Authorized employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the plan and agree to use and disclose PHI only as permitted or required by HIPAA. This includes:

- A. Plan's own Payment and Health Care Operations functions including;
  - 1. Enrollment of eligible individuals;
  - 2. Eligibility determinations;
  - 3. Payment for coverage;
  - 4. Claim payment activities;
  - 5. Coordination of benefits; and
  - 6. Claims appeals.
- B. Another HIPAA Health Plan's Payment and Health Care Operations functions;
- C. Disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;

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- D. Disclosures to the employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- E. Disclosures of a participant's, spouse's, or dependent's PHI to the participant or the dependent or his or her personal representative, as defined under 45 CFR §164.502(g);
- F. Disclosures to a participant's, spouse's, or dependent's family members or friends involved in the participant's, spouse's, or dependent's health care or payment for the participant's, spouse's, or dependent's health care, or to notify a participant's, spouse's, or dependent's family in the event of an emergency or disaster relief situation;
- G. Uses and disclosures to comply with workers' compensation laws;
- H. Uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- I. Disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- J. Uses and disclosures for other governmental purposes, such as for national security purposes;
- K. Uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- L. Uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes;
- M. Uses and disclosures required by other applicable laws
- N. Uses and disclosures pursuant to the participant's authorization that satisfies the requirements of 45 CFR §164.508
- O. Enrollment of eligible individuals;
- P. Eligibility determinations; and
- Q. Payment for coverage;

The Plan will meet the minimum necessary uses and disclosures provisions of HIPAA for PHI. However, the minimum necessary provisions *do not apply* to the following:

- A. Disclosures to or request by a health care provider for treatment purposes;



## City of Marquette Medical Reimbursement Arrangement Plan Document

- B. Disclosures to the individual who is the subject of the information;
- C. Uses or disclosures made based on an authorization requested by the individual;
- D. Uses or disclosures required for compliance with HIPAA's transaction standards (see 813);
- E. Disclosures to HHS when the rule requires the disclosure of information for enforcement purpose; or
- F. Uses or disclosures that are required by other laws.

Any uses or disclosures for which the covered entity has a valid authorization are exempt.

The Plan will require any agents, including subcontractors, to whom it provides PHI to agree to the same restrictions and conditions that apply to the Plan sponsor with respect to such information. The Plan sponsor will report to the Plan any use or disclosure of PHI it knows is other than as permitted by the Plan and HIPAA Regulations.

### Marketing

The group health plan(s) and other covered entities, as defined by HIPAA, will not use or disclose PHI for marketing purposes without the individual's authorization, except for face-to-face communications with the individual or promotional gifts of nominal value.

Communications that are part of treatment or are about a plan's benefits, services or operations are excluded from the definition of marketing, even if they promote the use or sale of a service or product. Specifically excluded from the definition of marketing communications about:

- A. Participating providers and health plans in a network, the services offered by a provider or the benefits covered by a health plan;
- B. Treatment of the individual; and
- C. Case management or care coordination for the individual, or directions or recommendations for alternative treatments, therapies, health care providers or settings of care to that individual.

This health plan is not engaging in marketing when it advises enrollees about other available health coverage that could enhance or substitute for existing health coverage. For example, if a child is about to age out of coverage under a family policy, the plan may send the family information about continuation coverage for the child. This exception does not extend to excepted benefits under HIPAA, such as accident-only policies or auto medical liability, nor to other lines of insurance.

It is not marketing for this plan to communicate about health-related products and services available only to plan enrollees or members that add value to but are not part

## City of Marquette Medical Reimbursement Arrangement Plan Document

of a plan of benefits. To qualify for this exclusion, the communication must meet two conditions:

- A. It must be health-related. For example, offers of discounts for eyeglasses may be considered part of plan benefits. This exclusion appears to include wellness programs that offer incentives to adopt healthy lifestyle behaviors.
- B. It must offer an added value of plan membership and not merely be a pass-through of a discount or item available to the public at large.

For marketing activities permitted by an authorization, if there is remuneration, the marketing material must state that the entity making the communication is being paid by another entity.

### Prohibited Uses and Disclosures

Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health information is prohibited in the following situations:

- A. *Genetic Information.* Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility for benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.
- B. *Employment-Related Actions.* Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.
- C. *Other Benefits.* Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted above, shall not be a permitted use or disclosure.

Plan administration functions do not include functions performed by the Employer for employment-related functions.

The Authorized employees will be subject to disciplinary action and sanctions pursuant to the Employer's employee discipline and termination procedures, for any use or disclosure of a Covered Individual's Protected Health Information or Electronic Protected Health Information in breach, violation of, or noncompliance with the provisions of the Plan.

### Underwriting

An insurer that receives protected group health plan information for underwriting, premium rating and other similar purpose – and that coverage is not placed with the insurer- cannot use or disclose the information for any purpose other than as required by law.

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### Verification

In any disclosure, other than those allowing the individual to agree or object, verification of the identity of anyone requesting PHI who is not known to the health plan or other covered entity must first occur.

If disclosure is conditional on documentation or statements from the person seeking PHI, that documentation or statement must be obtained before the PHI can be disclosed.

### Breach Notification

Following the discovery of a breach of unsecured PHI, the Plan shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

## Section V

### Continuation of Coverage

#### In General

The following provisions shall apply to benefits provided to eligible employees and their dependents under the Plan, but only to the extent that the benefits selected pertain to health care and medical coverage. This coverage shall be continued pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) Title X (COBRA) unless the employer is exempt.

#### Continuation of Coverage

To the extent required by COBRA, a qualified beneficiary who would lose coverage under this Plan as a result of a qualifying event is entitled to elect continuation coverage within the election period under this Plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required.

Except as otherwise specified in an election, any election by a qualified beneficiary who is a covered employee or spouse of the covered employee will be deemed to include an election for continuation coverage under this provision on behalf of any other qualified beneficiary who would lose coverage by reason of a qualifying event.

If this Plan provides a choice among the types of coverage under this Plan, each qualified beneficiary is entitled to make a separate selection among such types of coverage (i.e. single, family, etc.).

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Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA continuation is available for such participant.

### **Type of Coverage**

Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a qualifying event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all qualified beneficiaries under this Plan in connection with such group.

### **You may have other options available when you lose group health coverage**

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

### **Coverage Period**

The coverage under this provision will extend for at least the period beginning on the date of a qualifying event and ending not earlier than the earliest of the following:

- A. in the case of a terminated employee (except for gross misconduct) or a covered employee whose hours have been reduced, except as provided in B. and C. below, and his covered dependents, the date which is 18 months after the qualifying event;
- B. in the case of a qualified beneficiary disabled during the first 60 days following the covered employee's termination (except for gross misconduct) the date which is 29 months after the qualifying event, provided the qualified beneficiary provides the Plan Administrator with notice of Social Security disability determination within 60 days of the disability determination and within 18 months of the qualifying event; Note: The right to the disability extension may be terminated if the SSA determines that the disabled qualified beneficiary is no longer disabled. The qualified beneficiary receiving the disability extension is required to notify the Plan Administrator if the SSA makes such a determination, and you must provide this notice within the 30-day period after the SSA makes such a determination. Such a notice is to be in writing and delivered in person or mailed to the Plan Administrator;
- C. in the case of a terminated employee (except for gross misconduct) or covered employee whose hours have been reduced, and the employee became entitled to Medicare less than 18 months before the qualifying event, for the covered dependents, the date which is 36 months after the date of Medicare entitlement;
- D. in the case of a second qualifying event, which includes the death of a covered employee, the divorce of a covered employee and spouse, or a loss of dependent status under the plan, which occurs during the 18-months after the

## City of Marquette Medical Reimbursement Arrangement Plan Document

date that a covered employee is terminated (except for gross misconduct) or the date that a covered employee's hours are reduced, you may become entitled to an 18-month extension (giving a total maximum period of 36 months of continuation coverage). The affected individual is entitled to this continuation coverage period only if it would have caused loss of coverage under the plan, in the absence of the first qualifying event. The affected individual is required to notify the Plan Administrator in the same manner as Section B Above.

- E. in the case of any qualifying event except as described in A., B., and C. above, the date which is 36 months after the date of the qualifying event;
- F. the date on which the employer or a Participating employer, if any, ceases to provide any group health plan to any employee;
- G. the date on which the qualified beneficiary fails to make timely payment of the required contribution pursuant to this provision;
- H. the date on which the qualified beneficiary first becomes, after the date of the election, covered under any other group health plan as an employee or dependent, or otherwise becomes entitled to benefits under Title XVIII of the Social Security Act (Medicare). In no event will coverage continue longer than the coverage period as set forth in this Section;
- I. the right of continuation coverage under the Plan may be terminated prior to the end of the continuing coverage period if the individual engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary;
- J. the Plan Administrator is required to give notice of Unavailability of Continuation Coverage should the rights of continuation coverage be denied or terminated. This Notice of Unavailability of Continuation Coverage will state the specific reason for denial of the claim for continuation coverage. The individual will be notified of the date the coverage will terminate, and the reason for termination and the rights the qualified beneficiary may have under the plan or applicable law, or to elect alternative group or individual coverage, such as a right to convert to an individual policy.

### Contribution

- A. A qualified beneficiary shall only be entitled to continuation coverage provided such qualified beneficiary pays the applicable premium required by the employer or a participating employer in full and in advance, except as provided in B. below. Such premium shall not exceed the requirements of applicable federal law. A qualified beneficiary may elect to pay such premium in monthly installments. The election notice will contain complete information as to the amount of the premium required.

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- B. Except as provided in C. below, the payment of any premium shall be considered to be timely if made within 30 days after the date due, or within such longer period of time as applies to or under this Plan.
- C. Notwithstanding A. and B. above, if an election is made after a qualifying event during the election period, this Plan will permit payment of the required premium for continuation coverage during the period preceding the election to be made within 45 days of the date of the election.
- D. Certain individuals may be eligible for a Federal Income tax credit as a result of the Trade Adjustment Assistance Reform Act of 2002 (HCTC). This tax credit helps pay for the premium of continuation coverage. An individual who loses a job due to the effect of international trade may be entitled to this tax credit (payable in some cases directly to the employer to offset the cost of the premium) and qualify for trade adjustment assistance. Those receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) may become entitled to the tax credit as well. If you become entitled to this tax credit, contact HCTC Customer Contact Center at 1-866-628-4282.

### Notification by Qualified Beneficiary

Each covered employee or qualified beneficiary must notify the employer or a participating employer of the occurrence of a divorce or legal separation of the covered employee from such covered employee's spouse, and/or the covered employee's dependent child ceasing to be a dependent child under the terms of this Plan within **60** days after the date of such occurrence.

**Keep Your Plan Informed of Address Changes.** In order to protect you and your family's rights, you must keep the Plan Administrator informed of any changes in the addresses of yourself and/or family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### Notification Procedure

Any notice that you provide must be in writing addressed to the Plan Administrator. Oral notice, including notice by telephone, is not acceptable. Electronic notices (email or fax) are not acceptable. Your notice must be complete and must be postmarked no later than the last day of the required notice period. Your notice must state the name and address of the employer, the name of the group health plan, the name and address of the employee covered under the plan, and the name(s) and address(es) of the qualified beneficiary(ies). Your notice must also name the qualifying event and the date it happened.

Your notice of a second qualifying event must also name the event and the date it happened.

Your notice of a child's loss of dependent status must include documentation of the date of the qualifying event (i.e., a birth certificate). This will allow the Plan Administrator to determine if you gave timely notice of the qualifying event and were consequently entitled to elect COBRA.



## City of Marquette Medical Reimbursement Arrangement Plan Document

If the qualifying event or the second qualifying event is a divorce, your notice must include a copy of the divorce decree.

Your notice of disability or cessation of disability must include the name of the disabled qualified beneficiary, the date when the qualified beneficiary became disabled or ceased to be disabled and the date the Social Security Administration made its determination. Your notice of disability or cessation of disability must include a copy of the Social Security Administration's determination.

### Notification to Qualified Beneficiary

- A. The employer or a participating employer shall provide written notice to each covered employee and spouse of such covered employee of his/her right to continuation coverage under this provision as required by federal law.
- B. The employer or a participating employer shall notify any qualified beneficiary of the right to elect continuation coverage under this provision as required by federal law. If the qualifying event is the divorce or legal separation of the covered employee from the covered employee's spouse or a dependent child ceasing to be a dependent child under the terms of this Plan, the City of Marquette, shall only be required to notify a qualified beneficiary of his/her right to elect continuation coverage if the covered employee or the qualified beneficiary notifies the City of Marquette of such qualifying event occurring within 60 days after the date of such qualifying event.
- C. Notification of the requirements of this provision to the spouse of a covered employee shall be treated as notification to all other qualified beneficiaries residing with such spouse at the time notification is made.

## Section VI

### Definitions

- A. **"Dependent"** means (a) any individual who is a participant's child as defined by Code §152(f)(1) and who has not attained age 27, and (b) any tax dependent of a participant as defined in Code §105(b) provided, however, that any child to whom Code §152(e) (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) applies is treated as a dependent of both parents. Notwithstanding the foregoing, the MRA Account will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "dependent".
- B. **"Election Period"** means the 60-day period during which a qualified beneficiary who would lose coverage as a result of a qualifying event may elect continuation coverage. This 60 day period begins not later than the date of termination of coverage as a result of a qualifying event and ends not earlier than 60 days after

## City of Marquette Medical Reimbursement Arrangement Plan Document

the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.

- C. **“Full-Time Student”** means a dependent child who is enrolled in, regularly attends and is recognized by the Registrar of an accredited secondary school, college or university, institution for the training of registered nurses (R.N.), or any other accredited or licensed school for the minimum number of credit hours required by that institution in order to maintain Full-Time Student status.
- D. **“Medicare”** means the Health Insurance for the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.
- E. **“Qualified Beneficiary”** means an individual who, on the day before the qualifying event for a covered employee, is a beneficiary under this Plan as the dependent (as defined in Section 1 hereof) of the covered employee. In the case of the termination of a covered employee (except by reason of such covered employee’s gross misconduct) or the reduction in hours of the covered employee’s employment, the term qualified beneficiary includes the covered employee. Effective January 1, 1997, a child who is born to (or placed for adoption with) a Qualified Beneficiary who is a covered employee during the coverage period shall also be a qualified beneficiary.

**Exception** - the term qualified beneficiary does not include an individual whose status as a covered employee is attributable to a period in which such individual is a nonresident alien who received no earned income from the employer which constituted income from sources within the United States (within the meaning of Code section 911(d)(2) and section 861(a)(3)). If an individual is not a qualified beneficiary pursuant to this paragraph, a spouse or dependent child of such individual shall not be considered a qualified beneficiary by virtue of the relationship to such individual.

- F. **“Qualifying Event”** means with respect to a covered employee, any of the following events which, but for the continuation coverage under this provision, would result in the loss of coverage of a qualified beneficiary:
  - (i) the death of the covered employee;
  - (ii) the termination (except by reason of such covered employee’s gross misconduct) or reduction in hours of the covered employee’s employment;
  - (iii) divorce or legal separation of the covered employee from such covered employee’s spouse, as herein defined;
  - (iv) the covered employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare);
  - (v) a dependent child who ceases to be a dependent child under the terms of this Plan;

## City of Marquette Medical Reimbursement Arrangement Plan Document

(vi) the City's filing for Chapter 11 reorganization as it would affect retiree coverage.

G. **"University/College"** means an accredited institution listed in the current publication of accredited institutions of higher education.

## Section VII

### Miscellaneous

#### Amendment and Termination

This employer or its authorized representative may amend or terminate this Plan at any time by action of the Board. No amendment shall deprive any participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

#### Effect of Plan on Employment

The Plan shall not be deemed to constitute a contract of employment between the participating employer and any participant or to be a consideration or an inducement for the employment of any participant or employee. Nothing contained in this Plan shall be deemed to give any participant or employee the right to be retained in the service of the participating employer or to interfere with the right of the employer to discharge any participant or employee at any time regardless of the effect which such discharge will have upon him or her as a participant of this Plan.

#### Alienation of Benefits

The right of any participant to receive any reimbursement under this Plan shall not be alienable by the participant by assignment or any other method and shall not be subject to claims by the participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

#### Facility of Payment

If the employer deems any person incapable of receiving a benefit to which he is entitled by reason of not having reached the age of majority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the employer to disburse it, whose receipt shall be a complete release of the employer and shall be deemed full payment of the benefit. Such payments shall, to the extent thereof, discharge all liability of the employer.

#### Proof of Claim

As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the employer may require either directly to the employer or to any person delegated by it.

## City of Marquette Medical Reimbursement Arrangement Plan Document

### **Status of Benefits**

The employer believes that this Plan is in compliance with section 105 of the Code and that it provides certain benefits to employees which are tax free pursuant to other provisions of the Code. This Plan has not been submitted to the Internal Revenue Service for approval, and thus there can be and is no assurance that intended tax benefits will be available. Any participant, by accepting benefits under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those benefits.

If any participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such participant shall indemnify and reimburse the employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

### **Applicable Law**

The Plan shall be construed and enforced according to the laws of the State of Michigan to the extent not pre-empted by any federal law.

### **Lost Distributees**

Any benefit payable hereunder shall be deemed forfeited if the employer is unable to locate the participant to whom payment is due, provided, however that such benefit shall be reinstated if a claim is made by the participant for the forfeited benefit.

### **Source of Payments**

The employer and any insurance company contracts purchased or held by the employer shall be the sole sources of benefits under the Plan. No employee or beneficiary shall have any right to, or interest in, any assets of the employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such employee or beneficiary.

### **Plan Provisions Controlling**

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

### **Severability**

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

### **Heirs and Assigns**

This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each participant and beneficiary.

## City of Marquette Medical Reimbursement Arrangement Plan Document

### **Headings and Captions**

The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

### **Tax Effects**

Neither the employer nor the Plan Administrator makes any warranty or other representation as to whether or not payments received by a participant under the Plan will be treated as includible in gross income for federal or state income tax purposes.

### **Multiple Functions**

Any person or a group of persons may serve in more than one fiduciary capacity with respect to the Plan.

### **Gender and Form**

Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

### **Prior Calendar Year Claims**

Deductibles reset January 1st. Claims submitted after 90 days are subject to Carrier approval. Claims received through the Seamless Feed will continue to process through the MRA as long as the carrier is paying them.

### **No Reversion to Employer**

At no time, shall any part of Plan assets be used for, or diverted to, purposes other than for the exclusive benefit of Plan participants or their beneficiaries, or for defraying reasonable expenses of administering the Plan.

City of Marquette Medical Reimbursement Arrangement Plan Document

**Executed this Date:** 06/30/2022

**ATTEST: City of Marquette**

**BY:** \_\_\_\_\_ **(Authorized Officer)**

Jennifer LePage  
\_\_\_\_\_  
**(Printed)**

Director of Administrative Services  
\_\_\_\_\_  
**(Title)**



## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A****Schedule of Benefits****ACTIVES – with UP Blue****CORE Purchase Plan – Division 0021**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$100                  | \$0                          |
| 2 Person / Family     | \$200                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette  
Medical Reimbursement Arrangement Plan, (MRA)  
Seamless Plan Document  
Amended July 01, 2022**

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**Schedule A *continued*****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$200                  | \$4,000                       |
| 2 Person / Family     | \$400                  | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$200             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                     | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****ACTIVES – with UP Blue****BUY-UP Purchase Plan – Division 0022**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$100                  | \$0                          |
| 2 Person / Family     | \$200                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$200                  | \$4,000                       |
| 2 Person / Family     | \$400                  | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>         | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|-----------------------------------------|-----------------------|-------------------|
| Office Visits +                         | \$ 40                 | \$ 20             |
| Specialists Visits +                    | \$ 60                 | \$ 20             |
| Urgent Care Visits +                    | \$ 60                 | \$ 20             |
| Emergency Room Visits +                 | \$250                 | \$150             |
| Chiropractic Visits +                   | (12 visits) \$ 40     | (24 visits) \$ 0  |
| PT / ST / OT (after ded.) +             | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +            | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections+ | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                    | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$0
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****ACTIVES – with UP Blue and Flat HRA****Part A - BUY-DOWN Purchase Plan – Division 0023**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$ 500                 | \$0                          |
| 2 Person / Family     | \$1,000                | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,750                       |
| 2 Person / Family     | \$2,000                | \$5,500                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>            | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|--------------------------------------------|-----------------------|-------------------|
| Office Visits +                            | \$ 40                 | \$ 30             |
| Specialists Visits +                       | \$ 60                 | \$ 30             |
| Urgent Care Visits +                       | \$ 60                 | \$ 30             |
| Emergency Room Visits +                    | \$250                 | \$200             |
| Chiropractic Visits +                      | (12 visits) \$ 40     | (24 visits) \$ 30 |
| PT / ST / OT (after ded.) +                | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +               | (after ded.) 20%      | \$ 30             |
| Allergy Testing & Therapy and Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                       | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****ACTIVES – with UP Blue and without Flat HRA****Part B - BUY-DOWN Purchase Plan – Division 0023****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$ 3,150                          |
| 2 Person / Family     | \$10,000                   | \$16,300                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$ 500                 | \$0                          |
| 2 Person / Family     | \$1,000                | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.



## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A *continued*****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,750                       |
| 2 Person / Family     | \$2,000                | \$5,500                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 30             |
| Specialists Visits +                     | \$ 60                 | \$ 30             |
| Urgent Care Visits +                     | \$ 60                 | \$ 30             |
| Emergency Room Visits +                  | \$250                 | \$200             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 30 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 30             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                     | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****POST-65 RETIREES – with UP Blue****Management RETIREES (Non-Medicare)****BCBS Purchase Plan – Division 0024**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$13,200.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,500                       |
| 2 Person / Family     | \$1,000                | \$3,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$30              |
| Specialists Visits +                     | \$ 60                 | \$30              |
| Urgent Care Visits +                     | \$ 60                 | \$30              |
| Emergency Room Visits +                  | \$250                 | \$50              |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$30  |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$30              |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A continued****HOUSING COMMISSION – with UP Blue****BCBS Purchase Plan – Division 0004**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (10%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,000                       |
| 2 Person / Family     | \$1,000                | \$2,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A *continued*****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,000                       |
| 2 Person / Family     | \$2,000                | \$4,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 10%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                     | (after ded.) 50%      | Not Covered       |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 90% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for emergency room, and substance abuse treatment.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

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**Schedule A *continued*****LIBRARY EMPLOYEES CORE PLAN – with UP Blue****BCBS Purchase Plan – Division 0005**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$1,250.00        | \$1,250.00     |
| Family Coverage: | \$13,200.00*             | \$2,500.00*       | \$2,500.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$250                  | \$1,000                       |
| 2 Person / Family     | \$500                  | \$2,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$3,500.00         |
| Family Coverage: | \$26,400.00*             | \$7,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A *continued*****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$3,000                       |
| 2 Person / Family     | \$1,000                | \$6,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$150             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.



## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A continued****LIBRARY EMPLOYEES BUY-UP PLAN – with UP Blue****BCBS Purchase Plan – Division 0002**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$1,250.00        | \$1,250.00     |
| Family Coverage: | \$13,200.00*             | \$2,500.00*       | \$2,500.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$250                  | \$0                          |
| 2 Person / Family     | \$500                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$4,500.00         |
| Family Coverage: | \$26,400.00*             | \$9,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A *continued*****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$4,000                       |
| 2 Person / Family     | \$1,000                | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$150             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A continued****PRE-65 RETIREES – with UP Blue****Management RETIREES (Non-Medicare)****BCBS Purchase Plan – Division 0018**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$13,200.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,500                       |
| 2 Person / Family     | \$1,000                | \$3,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$30              |
| Specialists Visits +                     | \$ 60                 | \$30              |
| Urgent Care Visits +                     | \$ 60                 | \$30              |
| Emergency Room Visits +                  | \$250                 | \$50              |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$30  |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$30              |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A continued****PRE-65 RETIREES – with UP Blue****Union RETIREES (Non-Medicare)****BCBS Purchase Plan – Division 0019**

Eligible Expenses allowed by the Plan are:

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$13,200.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$250                  | \$0                          |
| 2 Person / Family     | \$500                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Plan Document**  
**Amended July 01, 2022**

---

**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$150             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette Medical Reimbursement Arrangement Plan Document

**City of Marquette  
Medical Reimbursement Arrangement Plan, (MRA)  
Seamless Plan Document  
Amended July 01, 2022**

---

**Schedule A *continued***

**\*\*IMPORTANT\*\***

**Blue Cross Blue Shield Explanation of Benefits (EOBs) must be submitted with reimbursement requests detailing all dates of service to verify the required portion of Deductibles and Co-Payments have been met.**

**Cash Register and Credit Card Receipts are not valid documentation for reimbursement.**

**List of Participating Employers, if any, participating in the plan:**

There are no other employers affiliated with this plan.

**Claims can be submitted to the Third-Party Administrator:**

**TPA Claims Administration by:**

**44North – Cadillac Office  
1406 N. Mitchell Street  
PO Box 700  
Cadillac, MI 49601**

**Or Faxed to: (855) 306-1098**

**Submit Manual Claims to:**

**44North – Marquette Office  
620 S. Lake Street  
PO Box 747  
Marquette, MI 49855**

**Or Faxed to: (855) 579-5044**



# **City of Marquette**

## **Medical Reimbursement Arrangement Plan, (MRA)**

### **Seamless Summary Plan Description**

#### **Amended July 01, 2020**

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Your employer is pleased to provide the City of Marquette Medical Reimbursement Arrangement (MRA) Plan (the MRA Plan) for eligible employees and retirees. Under federal tax law, the MRA Plan is known as a “Medical Reimbursement Arrangement” or “MRA” plan. The MRA Plan is integrated with the City of Marquette High-Deductible Health Coverage Plan (the HDHC Plan). Participation in this Plan does require you to be enrolled and participating in the employer’s HDHC Plan concurrent with your enrollment and participation in this Plan. If you elect to enroll your dependents in this Plan, you are required to have enrolled your covered dependents in the HDHC Plan at the same time.

This booklet contains a summary in English of your plan rights and benefits under the City of Marquette Medical Reimbursement Arrangement Plan. If you have difficulty understanding any part of this booklet, contact the benefits department of the City of Marquette at 300 W. Baraga Avenue, Marquette, MI 49855.

This is only a summary of the benefit Plan. A copy of the Plan Document, containing more detail, is available from the Plan Administrator upon your request. If there is a conflict between the official, complete MRA Plan Document and this summary, the official MRA Plan Document will control.

This plan is established by the above-named employer and is the only employer offering the benefits of the plan.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

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## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

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## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

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## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### **Plan Purpose**

The purpose of the MRA Plan is to reimburse participants, up to certain limits, for their own and their covered spouses' and dependents' medical care expenses.

Reimbursements for medical care expenses paid by the MRA Plan generally are excludable from taxable income.

### **Who Are Eligible to Enroll in the Plan**

Any employee or retiree who is covered under the HDHC plan and who meets the eligibility requirement set forth: Any full-time employee who works at least 30 hours/week or more, along with their eligible dependents who are enrolled in the City's HDHC plan are eligible for this plan. Seasonal, temporary, or part-time employees who work less than 30 hours/week are ineligible for this Plan. Employees who have not reached the 1<sup>st</sup> of the month following their date of hire are ineligible for this Plan. Any employee who retires and meets the eligibility requirements under the City's policy and/or union contracts for retiree health insurance coverage may continue to be an active participant in the Plan during the period of continuous participation in the employer's HDHC plan.

### **How and When to Enroll**

After you become eligible, you may enroll in the plan, subject to your enrollment in the aforementioned Accident and Health Plan. You may request coverage for any dependents, provided such dependents meet the eligibility requirements, and are or will be concurrently enrolled as your dependent(s) in the aforementioned Accident and Health Plan. Your decision must be made during the enrollment period provided by the plan administrator. If you are a newly hired employee, you must make your decision during any period immediately preceding your becoming eligible.

If a Plan participant fails to complete an election form for the upcoming plan year, then the participant will be enrolled in the Core Plan offered by the employer, until changed by an approved change of status election. Retiree participants will maintain the same plan that was elected for the prior year.

### **Change of Status**

*Only under special circumstances*, such as a change in family status, changes in the election of a type of coverage under the plan, and certain other qualifying events, may you apply to change your selected benefits. A changed election under this Plan must be consistent with the changes; to the extent it is necessary or appropriate as a result of the necessity of a change in the election of benefits under the employer's HDHC Plan or as a result of a change in accident and health coverage of the spouse or dependent.

A participant entitled to change an election must do so within 30 days of the qualifying event.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

A participant entitled to change an election due to a HIPAA Special Enrollment Event for loss of coverage or becoming eligible for state premium assistance subsidy under a Medicaid plan or state children's health insurance must do so within 60 days of the qualifying event.

Any such elections shall apply for the balance of the plan year in which the election is made unless a subsequent event occurs.

If you should terminate your employment and stop your elections under this plan, you may, if rehired, begin to participate in the plan again after re-satisfying the eligibility requirements. However, you may not make a new election, which is effective during the plan year in which your service with the employer was terminated.

### **Election to Suspend or Permanently Opt Out of MRA Account**

If you and your spouse or dependents participate in the MRA Plan, anyone participating will be ineligible to make HSA contributions. (Participation in the HDHC Plan may also make you ineligible for HSA contributions. For more details, consult the summary for that plan or contact the HDHC Plan's administrator.) You can remove the MRA as an obstacle to HSA contributions for a plan year if you elect to "suspend" your MRA Account before the beginning of that plan year. Whether you elect to suspend your MRA Account is up to you.

You may elect to suspend your MRA Account for any future plan year by submitting a Suspension Election Form to the Administrator before the beginning of that plan year. Your suspension election will remain in effect for the entire plan year to which it applies, and you may not modify or revoke the election during that plan year.

By electing to suspend your MRA Account for a plan year, you agree to permanently forgo reimbursements from your MRA Account for medical care expenses incurred during that plan year. Medical care expenses incurred in the plan year before the suspended plan year may be reimbursed, so long as there was no suspension in effect for that prior plan year. You must apply for reimbursement, by submitting an application in writing to the administrator, no later than 90 days following the end of the plan year in which the medical care expense was incurred.

In lieu of a suspension of your MRA Account, you may elect to permanently opt out of and waive any right to reimbursements from your MRA Account for expenses incurred after the election takes effect. This opportunity will be offered at least annually by the MRA Plan. If you permanently opt out of this plan, you will have no opportunity to resume participation in the current plan year.

The employer will not contribute to your MRA Account after any opt-out election takes effect or for any plan year for which you have suspended your participation in the MRA Plan.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### **Schedule of Benefits**

Benefit credits will be credited to your Medical Reimbursement Arrangement account by the employer. The amount of which are to be credited at a time or times as determined by the employer. The amount of the benefit credits is specified in the Schedule A of this document, with which you are permitted to use to pay for qualified medical expenses not otherwise covered by any other accident or health plan. See Schedule A of this Plan for the available benefit credits you may elect.

### **Medical Reimbursement Arrangement (MRA) account: (The “account”)**

How Medical Reimbursement Arrangement account Works.

The Plan Administrator will set up a Medical Reimbursement Arrangement account for you from which you may be reimbursed for medical expenses you have incurred. The method of substantiating the medical expenses will be determined by the Plan Administrator.

If you enroll your qualified dependents in the Plan, you may be reimbursed for medical expenses. The MRA may only pay eligible medical expenses not previously reimbursed or for which you will not seek reimbursement from any other accident or health plan, cafeteria plan, or health insurance. If an eligible medical expense is payable or reimbursable from another source, that other source must pay or reimburse prior to payment or reimbursement from the MRA. If only a portion of an eligible medical expense is reimbursable by another health plan (e.g., because of copayment or deductible requirements), the MRA can reimburse the remaining portion of the expense if it otherwise meets the requirements of the MRA. However, if eligible medical expenses are covered by both MRA and by a health flexible spending account (health FSA), the MRA will pay first, exhausting all available MRA Credits, before the health FSA may provide reimbursement.

The employer will maintain this “account” on a memorandum nature for accounting purposes, and will not be representative of any identifiable trust assets. Benefit credits withdrawn as requested by the participant will be debited to the then existing account balance.

The employer has designated the City of Marquette to be the claims administrator and has designated a Third-Party Administrator (TPA) to process claims. Once the TPA has received the claims, all claims will be processed for reimbursement on a weekly basis, unless the employer chooses another reimbursement schedule, but at least once per month. If your employer has opted for seamless benefits, your provider will be reimbursed the full amount of your eligible expenses up to the limit of available benefit credits in your medical reimbursement Account; otherwise, you will receive the reimbursement and will be responsible to pay your provider. Under this category are medical expenses that are not reimbursed or non-reimbursable under the employer's group HDHC benefit plans. Generally, the expenses covered must be “medically necessary,” or prescribed by a licensed practitioner to qualify.

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City of Marquette also permits electronic reimbursement of medical expenses by direct deposit into the bank account of the participant's choice. Participants must complete a Direct Deposit Authorization Form and can change their bank account of choice at any time by submitting a new Direct Deposit Authorization Form. By using direct deposit, a participant will have the convenience of not needing to wait for a check to arrive or be deposited to pay providers for eligible expenses. A notice that a direct deposit was made will be sent by email.

### Claims Substantiation

If your plan is seamless, the medical claims (not prescriptions) will be received by the administrator from the HDHC carrier, otherwise you may apply for reimbursement by submitting a signed claim form to the Administrator no later than 90 days following the close of the Plan Year in which the medical care expense was incurred (claims received through the seamless feed will continue to process through the MRA as long as the carrier is paying them), detailing:

- the individual(s) on whose behalf medical care expenses have been incurred;
- the nature and date of the medical care expenses incurred;
- the amount of the requested reimbursement; and
- a statement that such medical care expenses have not otherwise been reimbursed and are not reimbursable through any other source, and that Health FSA coverage, if applicable, for such medical care expenses has been exhausted.

Along with the claim form, submit the HDHC Explanation of Benefits (EOB) along with bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the medical care expenses have been incurred and the amounts of such medical care expenses, together with any additional documentation that may be requested. If you have other accident and health plan coverage in addition to the HDHC, you will be required to submit the Explanation of Benefits (EOB) from your other carrier. Except for the final reimbursement claim for a period of coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement total at least \$5.

An Explanation of Benefits (EOB) will be generated for each claim processed, including, but not limited to claims paid, claims adjusted and claims denied. The EOB will be sent to you by first class mail, or email if direct deposit is elected or retrieved by you via the Member Portal on the internet if you elect to have paperless EOBs.

Restriction on reimbursement of medicines and drugs. Notwithstanding any other provision of the Plan to the contrary, effective January 1, 2011, medical care expenses eligible for reimbursement under the Plan may include expenses for medicines or drugs incurred after December 31, 2010 only if the medicine or drug is a prescribed drug



## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

(determined without regard to whether the medicine or drug is available without a prescription) or is insulin. If prescription drugs are an eligible expense (See Schedule A), the Plan Administrator shall have sole discretion to determine, on a uniform and consistent basis, whether a particular item is a medicine or drug subject to this rule and whether the requirement of a prescription has been satisfied.

You may continue to submit claims up to 90 days after the Plan Year end for the prior plan year's expenses. Employees who terminate employment and participation in this Plan during the plan year will be given 90 days from their date of termination in which to submit request for reimbursement for expenses incurred before termination. Any reimbursements from the MRA Account for eligible medical expenses incurred after the date of termination will be made only pursuant to a COBRA election.

### **Overpayments or Errors**

If it is later determined that you and/or your spouse or dependent(s) received an overpayment or a payment was made in error, whether it is due to a mistake as to the eligibility of participation or the allocations made to your MRA or an adjustment made by the HDHC, you will be required to refund the overpayment or erroneous reimbursement to the MRA Plan.

If you do not refund the overpayment or erroneous payment, the MRA Plan and the employer reserve the right to offset future reimbursement equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from your compensation.

### **Claims Appeals**

Participants have a right to appeal claim payment determinations. If Participants disagree with any claim payment determination, then said Participant must submit proof that a claim for benefits is covered and payable under the Plan's provisions; including (a) all facts and theories supporting the claim, (b) a statement within the referenced Plan provision. If a Participant does so, it may be that some or the entire claim will be payable under the Plan. This Plan allows for two appeals of an adverse benefit determination. Each appeal provides full and fair review of an adverse determination. Participants will be provided free of charge with a complete description of the Plan's review procedures and the applicable time limits by contacting the Plan Administrator. Briefly, the claimant may file an appeal within 180 days following receipt of this notice, which must be in writing and addressed as follows: 44North, 1406 N. Mitchell Street, or P.O. Box 700 Cadillac, MI 49601, Attn: Claims Appeals. Attn: Claims Appeals. If participant provides the Plan with all information needed to address the appeal, the Plan will respond to the appeal not later than 60 days after receipt of the appeal. Participants are entitled to receive, free of charge upon request, reasonable access to, and copies of, all documents, records and other information relevant to a claim for benefits. If Participant receives an adverse benefit determination following the final appeal, Participant has the right to bring a civil action. An external review process shall be provided as legally required.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### **Roll-Over Benefit**

At the end of a plan year, any remaining unused benefit credits will be forfeited.

If a participant is no longer an eligible participant in the Plan, according to the rules of this Plan, the balance of benefit credits remaining after all reimbursements have been completed will be forfeited.

Department of The Treasury rules state that these balances cannot be combined with any other reimbursement accounts in this or any other Plan, or used for purposes other than for which they are originally intended.

### **Qualified Medical Child Support Orders (QMCSO)**

Generally, your plan benefits may not be assigned or alienated. However, an exception applies in the case of “qualified medical child support order.” Basically, a qualified medical child support order is a court-ordered judgment, decree, order or property settlement agreement in connection with state domestic relations law which either (1) creates or extends the rights of an “alternate recipient” to participate in a group health plan, including this plan, or (2) enforces certain laws relating to medical child support. An “alternate recipient” is any child or a participant who is recognized by a medical child support order as having a right to enrollment under the participant’s group health plan.

A medical child support order must satisfy certain specific conditions to be qualified. The plan administrator will notify you if it received a medical child support order that applies to you and the plan’s procedures for determining whether the medical child support order is qualified.

### **Uniformed Service under USERRA**

Continued participation in the plan is permitted under certain conditions when you are serving in the United States military after having been a participant in this plan. See your plan administrator for the provisions of this continuation. The current rules are outlined in the (MRA) plan Document available from the plan administrator.

### **Participation While on FMLA Leave**

A participant who takes an unpaid leave of absence under the Family and Medical Leave Act of 1993 (“FMLA Leave”) may continue participation in this Plan during the continuation of the current Plan Year, but not beyond. If such participant returns to active employment, the participant will be reinstated, provided the former participant also is reinstated in the Employer’s HDHC Plan coincidentally, and in the same manner as existed before the FMLA Leave commenced. The Employer will provide such Benefit Credits that would normally be provided to such Participant during the remainder of the current Plan Year. The Employer or Plan Administrator shall determine the manner in which such Benefit Credits are applied to the Participant’s account in its sole discretion.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### **Non-FMLA and Non-USERRA Leaves of Absence**

If a Participant goes on an unpaid leave of absence that does not affect eligibility, the Employer will continue to maintain the Participant's Benefits on the same terms and conditions as if the Participant were still an active Eligible Employee. If a Participant goes on an unpaid leave of absence that does affect eligibility, the Participant will be treated as having terminated participation and COBRA will be offered.

### **Future of the Medical Reimbursement Arrangement**

The plan is based on the employer's understanding of the current provisions of the Internal Revenue Code, and relevant Department of the Treasury rulings. The employer reserves the right to amend or discontinue the plan if regulations or changes in the tax law make it advisable to do so. If the plan is amended or terminated, it will not affect any benefit to which you are entitled before the date of the amendment or termination.

### **Administrative Facts**

#### **Plan Sponsor and Administrator**

The Medical Reimbursement Arrangement Plan administrator manages the overall operations of the plan and decides all questions that come to it on a fair and equitable basis for participants and their Beneficiaries. For purposes of this plan, the employer shall serve as the plan administrator.

#### **Plan Year**

The plan year will begin July 1<sup>st</sup> of every year and ends June 30<sup>th</sup> of every following year.

#### **Prior Calendar Year Claims**

Deductibles reset January 1st. Claims submitted after 90 days are subject to Carrier approval. Claims received through the Seamless Feed will continue to process through the MRA as long as the carrier is paying them.

#### **Name of Plan and Employer Plan Identification Numbers**

The name of this plan is City of Marquette Medical Reimbursement Arrangement Plan.

The Employer Identification Number (EIN) assigned to City of Marquette by the Internal Revenue Service (IRS) is 38-6004521. The Plan Number (PN) assigned to the MRA Plan by the Employer is 510.

#### **Service of Legal Process**

The City of Marquette, the employer, has designated the plan administrator as its agent for service of legal process in connection with claims under the plan. Such process may

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

be served on the employer by directing the process to the plan administrator indicated above.

### **Classification and Funding**

The Plan is intended to be a Medical Reimbursement Arrangement as defined under IRS Notice 2002-45. The medical care expenses reimbursed under the Plan are intended to be eligible for exclusion from participant's gross income under Code §105(b). This Plan is intended to be an employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech. Rel. 2013-3, through integration with the HDHC Plan. This Plan and the HDHC Plan shall be interpreted to accomplish these objectives.

Each participant's benefits under the Plan shall be paid from employer's general assets. Nothing in the Plan shall be construed to require employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any participant.

### **Third-Party Administrator**

The Plan may from time to time employ the services of a Third-Party Administrator (TPA) for designated Plan administration, or other qualified professionals for plan services, under the direction of the Plan Administrator.

The Plan has contracted with a TPA to administer benefits and process claims. The TPA merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid. Complete and proper claims for benefits made by participants covered by the Plan will be promptly processed; however, in the event there are delays in processing claims, plan participants have no greater rights to interest or other remedies against the TPA except those permitted by law.

### **Not a Contract of Employment**

No provision of the plan is to be considered a contract of employment between you and the employer. The employer's rights with regard to disciplinary action and termination of any employee, if necessary, are in no manner changed by any provision of the plan.

### **Participant's Health Information**

THE FOLLOWING DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As a Health Plan subject to HIPAA, the plan shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

The Protected Health Information (PHI) provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations (“Rules”) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH”) include privacy protections impacting handling of the group health plan medical or financial information that could identify an individual.

Protected Health Information (PHI) is information created or received by Plans subject to HIPAA Plans that relates to the past, present or, future individual's physical or mental health condition (including genetic information as provided under the Genetic Information Nondiscrimination Act), the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper, or oral.

The Protected Health Information (PHI) provisions of HIPAA and its rules include privacy protections impacting group handling of health plan medical or financial information that could identify an individual. Individually identifiable information is protected whether it is in electronic, paper or oral format. The HIPAA rules give individuals control over health and financial information related to their health care. PHI may be used only for limited purposes without consent, and in many situations, only upon individual authorization. Regarding their own PHI, they have the right to:

- A. Object to using information;
- B. Gain access to information;
- C. Change information; and
- D. Obtain an accounting of any information disclosures.

An underlying principle of the rules is that the “minimum necessary” disclosure should be the standard when using or disclosing information in the normal course of treatment, payment, or health plan operations.

You are guaranteed access to your PHI and have the right to: (1) copy and amend health information; (2) receive an accounting of PHI uses; and (3) receive notices of health plans' privacy practices. You have the right to request that PHI use and disclosure be restricted even for treatment and payment purposes.

### **Certification Requirement**

The MRA shall disclose PHI, including Electronic PHI, to authorized employees of the employer only upon receipt of a certification by the employer that the employer agrees:

- A. not to use or further disclose PHI other than as permitted or required by the Privacy Policy or as required by law;

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

- B. to take reasonable steps to ensure that any agents to whom the employer provides PHI or Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to the employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;
- C. not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the employer other than another Health Plan;
- D. to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures, or any Security Incident, of which the employer becomes aware;
- E. to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- F. to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- G. to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- H. to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, or the Security Rule;
- I. if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that the employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;
- J. to take reasonable steps to ensure that there is adequate separation between the Plan and the employer's activities in its role as Plan sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and
- K. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the employer creates, receives, maintains, or transmits on behalf of the Plan.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### Electronic Data Security Obligations

To the extent the Plan maintains electronic PHI, the Plan will:

- A. Reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the employer on behalf of the Plan as required by the HIPAA Security Rules;
- B. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the employer creates, receives, maintains, or transmits on behalf of the Plan;
- C. Ensure that the separation is supported by reasonable and appropriate security measures;
- D. Ensure that any agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate security measures to protect the electronic PHI; and
- E. Report to the Plan any security incident involving PHI including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations of which it becomes aware.

### Permitted Uses and Disclosures

The Plan places restrictions on the employer's use or disclosure of PHI received from the plan or an insurer. Insurers may determine what information will be available to the Plan.

Only authorized employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of the Plan. The use or disclosure of PHI or Electronic PHI by authorized employees shall be restricted to the Plan administration functions that the employer performs on behalf of the Plan.

The HIPAA Plan may disclose PHI to the authorized employees of the Plan Sponsor only for limited purposes as defined in the HIPAA Privacy Rules. The authorized employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the plan and agree to use and disclose PHI only as permitted or required by HIPAA. This includes:

- A. Plan's own Payment and Health Care Operations functions including;
  - 1. Enrollment of eligible individuals;
  - 2. Eligibility determinations;
  - 3. Payment for coverage;
  - 4. Claim payment activities;
  - 5. Coordination of benefits; and

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

## 6. Claims appeals.

- B. Another HIPAA Health Plan's Payment and Health Care Operations functions;
- C. Disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;
- D. Disclosures to the employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- E. Disclosures of a participant's, spouse's, or dependent's PHI to the participant or the dependent or his or her personal representative, as defined under 45 CFR §164.502(g);
- F. Disclosures to a participant's, spouse's, or dependent's family members or friends involved in the participant's, spouse's, or dependent's health care or payment for the participant's, spouse's, or dependent's health care, or to notify a participant's, spouse's, or dependent's family in the event of an emergency or disaster relief situation;
- G. Uses and disclosures to comply with workers' compensation laws;
- H. Uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- I. Disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- J. Uses and disclosures for other governmental purposes, such as for national security purposes;
- K. Uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- L. Uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes
- M. Uses and disclosures required by other applicable laws
- N. Uses and disclosures pursuant to the participant's authorization that satisfies the requirements of 45 CFR §164.508
- O. Enrollment of eligible individuals;
- P. Eligibility determinations; and
- Q. Payment for coverage;

The Plan will meet the minimum necessary uses and disclosures provisions of HIPAA for PHI. However, the minimum necessary provisions *do not apply* to the following:

- A. Disclosures to or request by a health care provider for treatment purposes;



## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

- B. Disclosures to the individual who is the subject of the information;
- C. Uses or disclosures made based on an authorization requested by the individual;
- D. Uses or disclosures required for compliance with HIPAA's transaction standards (see 813);
- E. Disclosures to HHS when the rule requires the disclosure of information for enforcement purpose; or
- F. Uses or disclosures that are required by other laws.

Any uses or disclosures for which the covered entity has a valid authorization are exempt.

The Plan will require any agents, including subcontractors, to whom it provides PHI to agree to the same restrictions and conditions that apply to the Plan sponsor with respect to such information. The Plan sponsor will report to the Plan any use or disclosure of PHI it knows is other than as permitted by the Plan and HIPAA Regulations.

### Prohibited Uses and Disclosures

Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health information is prohibited in the following situations:

- A. *Genetic Information.* Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility for benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.
- B. *Employment-Related Actions.* Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.
- C. *Other Benefits.* Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the employer, except as expressly permitted above, shall not be a permitted use or disclosure.

Plan administration functions do not include functions performed by the employer for employment-related functions.

The authorized employees will be subject to disciplinary action and sanctions pursuant to the employer's employee discipline and termination procedures, for any use or disclosure of a Covered Individual's Protected Health Information or Electronic Protected Health Information in breach or violation of or noncompliance with the provisions of the Plan.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**Marketing**

The group health plan(s) and other covered entities, as defined by HIPAA, will not use or disclose PHI for marketing purposes without your authorization, except for face-to-face communications with the individual or promotional gifts of nominal value.

Communications that are part of treatment or are about a plan's benefits, services or operations are excluded from the definition of marketing, even if they promote the use or sale of a service or product. Specifically excluded from the definition of marketing communications about:

- A. Participating providers and health plans in a network, the services offered by a provider or the benefits covered by a health plan;
- B. Treatment of the individual; and
- C. Case management or care coordination for the individual, or directions or recommendations for alternative treatments, therapies, health care providers or settings of care to that individual.

This health plan is not engaging in marketing when it advises enrollees about other available health coverage that could enhance or substitute for existing health coverage. For example, if a child is about to age out of coverage under a family policy, the plan may send the family information about continuation coverage for the child. This exception does not extend to excepted benefits under HIPAA, such as accident-only policies or auto medical liability, nor to other lines of insurance. For example, a multi-line insurer may not use PHI to promote its life insurance policies.

It is not marketing for a health plan to communicate about health-related products and services available only to plan enrollees or members that add value to but are not part of a plan of benefits. To qualify for this exclusion, the communication must meet two conditions:

- A. It must be health-related. For example, offers of discounts for eyeglasses may be considered part of plan benefits. This exclusion appears to include wellness programs that offer incentives to adopt healthy lifestyle behaviors.
- B. It must offer an added value of plan membership and not merely be a pass-through of a discount or item available to the public at large. Thus, a plan could offer its members a special discount for a health/fitness club, but not pass along to its members' discounts that the members could obtain directly from the club.

For marketing activities permitted by an authorization, if there is remuneration, the marketing material must state that the entity making the communication is being paid by another entity.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### **Underwriting**

An insurer that receives protected group health plan information for underwriting, premium rating and other similar purpose – and that coverage is not placed with the insurer- cannot use or disclose the information for any purpose other than as required by law.

### **Verification**

In any disclosure, other than those allowing the individual to agree or object, verifying the identity of anyone requesting PHI who is not known to the health plan or other covered entity must first occur.

If disclosure is conditional on documentation or statements from the person-seeking PHI, that documentation or statement must be obtained before the PHI can be disclosed.

### **Breach Notification**

Following the discovery of a breach of unsecured PHI, the Plan shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

### **Legal Control**

The right is reserved in the plan for the plan Sponsor to terminate, suspend, withdraw, amend, or modify the plan in whole or in part at any time, subject to the applicable provisions of the plan.

This is a Summary Plan Description only. If there is a discrepancy between the description of the plan as contained in this material, and the official plan Document, the language of the Medical Reimbursement Arrangement document will apply.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A****Schedule of Benefits****ACTIVES – with UP Blue****CORE Purchase Plan – Division 0021**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$100                  | \$0                          |
| 2 Person / Family     | \$200                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 8,000.00        |
| Family Coverage: | \$26,400.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$200                  | \$4,000                       |
| 2 Person / Family     | \$400                  | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 20             |
| Specialists Visits +            | \$ 60                 | \$ 20             |
| Urgent Care Visits +            | \$ 60                 | \$ 20             |
| Emergency Room Visits +         | \$250                 | \$150             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****ACTIVES – with UP Blue****BUY-UP Purchase Plan – Division 0022****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$100                  | \$0                          |
| 2 Person / Family     | \$200                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 8,000.00        |
| Family Coverage: | \$26,400.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$200                  | \$4,000                       |
| 2 Person / Family     | \$400                  | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 20             |
| Specialists Visits +            | \$ 60                 | \$ 20             |
| Urgent Care Visits +            | \$ 60                 | \$ 20             |
| Emergency Room Visits +         | \$250                 | \$100             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 0  |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$0
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****ACTIVES – with UP Blue and Flat HRA****Part A - BUY-DOWN Purchase Plan – Division 0023****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$ 500                 | \$0                          |
| 2 Person / Family     | \$1,000                | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 8,000.00        |
| Family Coverage: | \$26,400.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.



## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,750                       |
| 2 Person / Family     | \$2,000                | \$5,500                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 30             |
| Specialists Visits +            | \$ 60                 | \$ 30             |
| Urgent Care Visits +            | \$ 60                 | \$ 30             |
| Emergency Room Visits +         | \$250                 | \$150             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 30 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 30             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****ACTIVES – with UP Blue and without Flat HRA****Part B - BUY-DOWN Purchase Plan – Division 0023****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$ 500                 | \$0                          |
| 2 Person / Family     | \$1,000                | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 8,000.00        |
| Family Coverage: | \$26,400.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,750                       |
| 2 Person / Family     | \$2,000                | \$5,500                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 30             |
| Specialists Visits +            | \$ 60                 | \$ 30             |
| Urgent Care Visits +            | \$ 60                 | \$ 30             |
| Emergency Room Visits +         | \$250                 | \$150             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 30 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 30             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****HOUSING COMMISSION – with UP Blue****BCBS Purchase Plan – Division 0004****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (10%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,000                       |
| 2 Person / Family     | \$1,000                | \$2,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 8,000.00        |
| Family Coverage: | \$26,400.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,000                       |
| 2 Person / Family     | \$2,000                | \$4,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 20             |
| Specialists Visits +            | \$ 60                 | \$ 20             |
| Urgent Care Visits +            | \$ 60                 | \$ 20             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) 10%   |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 90% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for emergency room, substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****LIBRARY EMPLOYEES CORE PLAN – with UP Blue****BCBS Purchase Plan – Division 0005****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$1,250.00         |
| Family Coverage: | \$13,200.00*             | \$2,500.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$250                  | \$1,000                       |
| 2 Person / Family     | \$500                  | \$2,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$3,500.00         |
| Family Coverage: | \$26,400.00*             | \$7,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$3,000                       |
| 2 Person / Family     | \$1,000                | \$6,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 20             |
| Specialists Visits +            | \$ 60                 | \$ 20             |
| Urgent Care Visits +            | \$ 60                 | \$ 20             |
| Emergency Room Visits +         | \$250                 | \$150             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****LIBRARY EMPLOYEES BUY-UP PLAN – with UP Blue****BCBS Purchase Plan – Division 0002****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$1,250.00         |
| Family Coverage: | \$13,200.00*             | \$2,500.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$250                  | \$0                          |
| 2 Person / Family     | \$500                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$4,500.00         |
| Family Coverage: | \$26,400.00*             | \$9,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.



## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$4,000                       |
| 2 Person / Family     | \$1,000                | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 20             |
| Specialists Visits +            | \$ 60                 | \$ 20             |
| Urgent Care Visits +            | \$ 60                 | \$ 20             |
| Emergency Room Visits +         | \$250                 | \$150             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****PRE-65 RETIREES – with UP Blue****Management RETIREES (Non-Medicare)****BCBS Purchase Plan – Division 0018****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,500                       |
| 2 Person / Family     | \$1,000                | \$3,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$30              |
| Specialists Visits +            | \$ 60                 | \$30              |
| Urgent Care Visits +            | \$ 60                 | \$30              |
| Emergency Room Visits +         | \$250                 | \$50              |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$30  |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +    | (after ded.) 20%      | \$30              |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****PRE-65 RETIREES – with UP Blue****Union RETIREES (Non-Medicare)****BCBS Purchase Plan – Division 0019****Eligible Expenses allowed by the Plan are:****In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00         |
| Family Coverage: | \$13,200.00*             | \$8,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$250                  | \$0                          |
| 2 Person / Family     | \$500                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Seamless Summary Plan Description**  
**Amended July 01, 2020**

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**Schedule A continued****Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u> | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|---------------------------------|-----------------------|-------------------|
| Office Visits +                 | \$ 40                 | \$ 20             |
| Specialists Visits +            | \$ 60                 | \$ 20             |
| Urgent Care Visits +            | \$ 60                 | \$ 20             |
| Emergency Room Visits +         | \$250                 | \$150             |
| Chiropractic Visits +           | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +     | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +    | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy +     | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette  
Medical Reimbursement Arrangement Plan, (MRA)  
Seamless Summary Plan Description  
Amended July 01, 2020**

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**Schedule A *continued***

**\*\*IMPORTANT\*\***

Blue Cross Blue Shield Explanation of Benefits (EOBs) must be submitted with reimbursement requests detailing all dates of service to verify the required portion of Deductibles and Co-Payments have been met.

Cash Register and Credit Card Receipts are not valid documentation for reimbursement.

**List of Participating Employers, if any, participating in the plan:**

There are no other employers affiliated with this plan.

**Claims can be submitted to the Third-Party Administrator:**

**TPA Claims Administration by:**

44North – Cadillac Office  
1406 N. Mitchell Street  
PO Box 700  
Cadillac, MI 49601

Or Faxed to: (855) 306-1098

**Submit Manual Claims to:**

44North – Marquette Office  
620 S. Lake Street  
PO Box 747  
Marquette, MI 49855

Or Faxed to: (855) 579-5044

City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

**City of Marquette  
Medical Reimbursement Arrangement (MRA)  
Seamless Summary Plan Description  
Amended July 01, 2020**

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**Appendix A**

**Continuation of Coverage**

**In General**

The following provisions shall apply to benefits provided to eligible employees and their dependents under the plan, but only to the extent that the benefits selected pertain to health care and medical coverage. This coverage shall be continued pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) Title X (COBRA) unless the employer is exempt.

**Continuation of Coverage**

To the extent required by COBRA, a qualified beneficiary who would lose coverage under this plan as a result of a qualifying event is entitled to elect continuation coverage within the election period under this plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required.

Except as otherwise specified in an election, any election by a qualified beneficiary who is a covered employee or spouse of the covered employee will be deemed to include an election for continuation coverage under this provision on behalf of any other qualified beneficiary who would lose coverage by reason of a qualifying event.

If this plan provides a choice among the types of coverage under this plan, each qualified beneficiary is entitled to make a separate selection among such types of coverage (i.e. single, family, etc.).

Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA continuation may be available for such participant.

**Type of Coverage**

Continuation coverage under this provision is coverage, which is identical to the coverage provided under this plan to similarly situated beneficiaries under this plan with respect to whom a qualifying event has not occurred as of the time coverage is being provided. If coverage under this plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all qualified beneficiaries under this plan in connection with such group.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

### **You may have other options available when you lose group health coverage**

For example, you may be eligible to buy an individual plan through the health insurance marketplace. By enrolling in coverage through the marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

### **Coverage Period**

The coverage under this provision will extend for at least the period beginning on the date of a qualifying event and ending not earlier than the earliest of the following:

- A. in the case of a terminated employee (except for gross misconduct) or a covered employee whose hours have been reduced, as provided in B. and C. below, and his covered dependents, the date which is 18 months after the qualifying event;
- B. in the case of a qualified beneficiary disabled during the first 60 days following the covered employee's termination (except for gross misconduct) the date which is 29 months after the qualifying event, provided the qualified beneficiary provides the plan administrator with notice of Social Security disability determination within 60 days of the disability determination and within 18 months of the qualifying event; Note: The right to the disability extension may be terminated if the SSA determines that the disabled qualified beneficiary is no longer disabled. The qualified beneficiary receiving the disability extension is required to notify the plan administrator if the SSA makes such a determination, and you must provide this notice within the 30-day period after the SSA makes such a determination. Such a notice is to be in writing and delivered in person or mailed to the plan administrator.
- C. in the case of a terminated employee (except for gross misconduct) or covered employee whose hours have been reduced, and the employee became entitled to Medicare less than 18 months before the qualifying event, for the covered dependents, the date which is 36 months after the date of Medicare entitlement.
- D. in the case of a second qualifying event, which includes the death of a covered employee, the divorce of a covered employee and spouse, or a loss of dependent status under the plan, which occurs during the 18-months after the date that a covered employee is terminated (except for gross misconduct) or the date that a covered employee's hours are reduced, you may become entitled to an 18-month extension (giving a total maximum period of 36 months of continuation coverage). The affected individual is entitled to this continuation coverage period only if it would have caused loss of coverage under the plan, in the absence of the first qualifying event. The affected individual is required to notify the Plan Administrator in the same manner as Section B Above.



## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

- E. in the case of any qualifying event except as described in A., B., and C. above, the date which is 36 months after the date of the qualifying event;
- F. the date on which the employer or a Participating employer, if any, ceases to provide any group health plan to any employee;
- G. the date on which the qualified beneficiary fails to make timely payment of the required contribution pursuant to this provision;
- H. the date on which the qualified beneficiary first becomes, after the date of the election, covered under any other group health plan as an employee or dependent, or otherwise becomes entitled to benefits under Title XVIII of the Social Security Act (Medicare). In no event will coverage continue longer than the coverage period as set forth in this Section.
- I. the right of continuation coverage under the Plan may be terminated prior to the end of the continuing coverage period if the individual engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary.
- J. the Plan Administrator is required to give notice of Unavailability of Continuation Coverage should the rights of continuation coverage be denied or terminated. This Notice of Unavailability of Continuation Coverage will state the specific reason for denial of the claim for continuation coverage. The individual will be notified of the date the coverage will terminate, and the reason for termination and the rights the qualified beneficiary may have under the plan or applicable law, or to elect alternative group or individual coverage, such as a right to convert to an individual policy.

**Contribution**

- A. A qualified beneficiary shall only be entitled to continuation coverage provided such qualified beneficiary pays the applicable premium required by the employer or a participating employer in full and in advance, except as provided in B. below. Such premium shall not exceed the requirements of applicable federal law. A qualified beneficiary may elect to pay such premium in monthly installments. The election notice will contain complete information as to the amount of the premium required.
- B. Except as provided in C. below, the payment of any premium shall be considered to be timely if made within 30 days after the date due, or within such longer period of time as applies to or under this Plan.
- C. Notwithstanding A. and B. above, if an election is made after a qualifying event during the election period, this Plan will permit payment of the required premium for continuation coverage during the period preceding the election to be made within 45 days of the date of the election.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

- D. Certain individuals may be eligible for a Federal Income tax credit as a result of the Trade Adjustment Assistance Reform Act of 2002 (HCTC). This tax credit helps pay for the premium of continuation coverage. An individual who loses a job due to the effect of international trade may be entitled to this tax credit (payable in some cases directly to the employer to offset the cost of the premium) and qualify for trade adjustment assistance. Those receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) may become entitled to the tax credit as well. If you become entitled to this tax credit, contact HCTC Customer Contact Center at 1-866-628-4282.

### **Notification by Qualified Beneficiary**

Each covered employee or qualified beneficiary must notify the employer or a participating employer of the occurrence of a divorce or legal separation of the covered employee from such covered employee's spouse, and/or the covered employee's dependent child ceasing to be a dependent child under the terms of this plan within **60** days after the date of such occurrence.

**Keep Your Plan Informed of Address Changes.** In order to protect you and your family's rights, you must keep the plan administrator informed of any changes in the addresses of yourself and/or family members. You should also keep a copy, for your records, of any notices you send to the plan administrator.

### **Notification Procedure**

Any notice that you provide must be in writing addressed to the plan administrator. Oral notice, including notice by telephone, is not acceptable. Electronic notices (email or fax) are not acceptable. Your notice must be complete and must be postmarked no later than the last day of the required notice period. Your notice must state the name and address of the employer, the name of the group health plan, the name and address of the employee covered under the plan, and the name(s) and address(es) of the qualified beneficiary(ies). Your notice must also name the qualifying event and the date it happened. Your notice of a second qualifying event must also name the event and the date it happened.

Your notice of a child's loss of dependent status must include documentation of the date of the qualifying event (i.e., a birth certificate). This will allow the plan administrator to determine if you gave timely notice of the qualifying event and were consequently entitled to elect COBRA.

If the qualifying event or the second qualifying is a divorce, your notice must include a copy of the divorce decree.

Your notice of disability or cessation of disability must include the name of the disabled qualified beneficiary, the date when the qualified beneficiary became disabled or ceased to be disabled and the date the Social Security Administration made its determination. Your notice of disability or cessation of disability must include a copy of the Social

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

Security Administration's determination. Your notice of disability or cessation of disability must include a copy of the Social Security Administration's determination.

If the qualifying event or the second qualifying is a divorce, your notice must include a copy of the divorce decree.

### Notification to Qualified Beneficiary

- A. The employer or a participating employer shall provide written notice to each covered employee and spouse of such covered employee of his/her right to continuation coverage under this provision as required by federal law.
- B. The employer shall notify any qualified beneficiary of the right to elect continuation coverage under this provision as required by federal law. If the qualifying event is the divorce or legal separation of the covered employee from the covered employee's spouse or a dependent child ceasing to be a dependent child under the terms of this plan, the City of Marquette, shall only be required to notify a qualified beneficiary of his/her right to elect continuation coverage if the covered employee or the qualified beneficiary notifies the City of Marquette of such qualifying event occurring within 60 days after the date of such qualifying event.
- C. Notification of the requirements of this provision to the spouse of a covered employee shall be treated as notification to all other qualified beneficiaries residing with such spouse at the time notification is made.

### Appendix A Definitions

- A. **"Dependent"** means (a) any individual who is a Participant's child as defined by Code §152(f)(1) and who has not attained age 27, and (b) any tax dependent of a Participant as defined in Code §105(b) provided, however, that any child to whom Code §152(e) (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) applies is treated as a dependent of both parents. Notwithstanding the foregoing, the MRA Account will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent".
- B. **"Election Period"** means the 60-day period during which a qualified beneficiary who would lose coverage as a result of a qualifying event may elect continuation coverage. This 60 day period begins not later than the date of termination of coverage as a result of a qualifying event and ends not earlier than 60 days after the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this plan.

## City of Marquette Medical Reimbursement Arrangement Account Summary Plan Description

- C. **“Full-Time Student”** means a dependent child who is enrolled in, regularly attends and is recognized by the registrar of an accredited secondary school, college or university, institution for the training of registered nurses (R.N.), or any other accredited or licensed school for the minimum number of credit hours required by that institution in order to maintain full-time student status.
- D. **“Medicare”** means the Health Insurance for the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.
- E. **“Qualified Beneficiary”** means an individual who, on the day before the qualifying event for a covered employee, is a beneficiary under this plan as the dependent (as defined in Section 1 hereof) of the covered employee. In the case of the termination of a covered employee (except by reason of such covered employee’s gross misconduct) or the reduction in hours of the covered employee’s employment, the term qualified beneficiary includes the covered employee. Effective January 1, 1997, a child who is born to (or placed for adoption with) a Qualified Beneficiary who is a covered employee during the coverage period shall also be a qualified beneficiary.
- Exception** - the term qualified beneficiary does not include an individual whose status as a covered employee is attributable to a period in which such individual is a nonresident alien who received no earned income from the employer which constituted income from sources within the United States (within the meaning of Code section 911(d)(2) and section 861(a)(3)). If an individual is not a qualified beneficiary pursuant to this paragraph, a spouse or dependent child of such individual shall not be considered a qualified beneficiary by virtue of the relationship to such individual.
- F. **“Qualifying Event”** means with respect to a covered employee, any of the following events, which, but for the continuation coverage under this provision, would result in the loss of coverage of a qualified beneficiary:
- i. The death of the covered employee;
  - ii. The termination (except by reason of such covered employee’s gross misconduct) or reduction in hours of the covered employee’s employment;
  - iii. Divorce or legal separation of the covered employee from such covered employee’s spouse, as herein defined;
  - iv. The covered employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare);
  - v. A dependent child who ceases to be a dependent child under the terms of this plan;
  - vi. The City is filing for Chapter 11 reorganization as it would affect retiree coverage.
- G. **“University/College”** means an accredited institution listed in the current publication of accredited institutions of higher education.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022**

What follows is a Summary of Material Modifications to the City of Marquette Medical Reimbursement Arrangement, (MRA) (the "Plan"). It is intended to notify you of important changes made to the Plan effective July 01, 2022. You should take the time to read this Summary carefully and keep it with the copy of the Summary Plan Description that was previously provided to you. If you need another copy of the Summary Plan Description or if you have any questions regarding these changes to the Plan, please contact the City of Marquette office during normal business hours at 300 West Baraga Avenue, Marquette, MI 49855, telephone number (906) 225-8584.

As of July 01, 2022 the following material modifications have been made to the Plan:

**Schedule A Schedule of Benefits**

**ACTIVES – with UP Blue**

**CORE Purchase Plan – Division 0021**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$100                  | \$0                          |
| 2 Person / Family     | \$200                  | \$0                          |

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$200                  | \$4,000                       |
| 2 Person / Family     | \$400                  | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$200             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                     | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

**ACTIVES – with UP Blue**

**BUY-UP Purchase Plan – Division 0022**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$100                  | \$0                          |
| 2 Person / Family     | \$200                  | \$0                          |

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$200                  | \$4,000                       |
| 2 Person / Family     | \$400                  | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>         | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|-----------------------------------------|-----------------------|-------------------|
| Office Visits +                         | \$ 40                 | \$ 20             |
| Specialists Visits +                    | \$ 60                 | \$ 20             |
| Urgent Care Visits +                    | \$ 60                 | \$ 20             |
| Emergency Room Visits +                 | \$250                 | \$150             |
| Chiropractic Visits +                   | (12 visits) \$ 40     | (24 visits) \$ 0  |
| PT / ST / OT (after ded.) +             | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +            | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections+ | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                    | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$0
- Therapy visits 31-60 reimbursed 100% after MRA deductible



**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

**ACTIVES – with UP Blue and Flat HRA**

**Part A - BUY-DOWN Purchase Plan – Division 0023**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$ 500                 | \$0                          |
| 2 Person / Family     | \$1,000                | \$0                          |

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,750                       |
| 2 Person / Family     | \$2,000                | \$5,500                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>            | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|--------------------------------------------|-----------------------|-------------------|
| Office Visits +                            | \$ 40                 | \$ 30             |
| Specialists Visits +                       | \$ 60                 | \$ 30             |
| Urgent Care Visits +                       | \$ 60                 | \$ 30             |
| Emergency Room Visits +                    | \$250                 | \$200             |
| Chiropractic Visits +                      | (12 visits) \$ 40     | (24 visits) \$ 30 |
| PT / ST / OT (after ded.) +                | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +               | (after ded.) 20%      | \$ 30             |
| Allergy Testing & Therapy and Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                       | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 100% after MRA deductible

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

**ACTIVES – with UP Blue and without Flat HRA**

**Part B - BUY-DOWN Purchase Plan – Division 0023**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$ 3,150                          |
| 2 Person / Family     | \$10,000                   | \$16,300                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$ 500                 | \$0                          |
| 2 Person / Family     | \$1,000                | \$0                          |

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,750                       |
| 2 Person / Family     | \$2,000                | \$5,500                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 30             |
| Specialists Visits +                     | \$ 60                 | \$ 30             |
| Urgent Care Visits +                     | \$ 60                 | \$ 30             |
| Emergency Room Visits +                  | \$250                 | \$200             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 30 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 30             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                     | (after ded.) 50%      | Not Reimbursed    |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 100% after MRA deductible

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment.

**POST-65 RETIREES – with UP Blue**

**Management RETIREES (Non-Medicare)**

**BCBS Purchase Plan – Division 0024**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$13,200.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,500                       |
| 2 Person / Family     | \$1,000                | \$3,000                       |

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$30              |
| Specialists Visits +                     | \$ 60                 | \$30              |
| Urgent Care Visits +                     | \$ 60                 | \$30              |
| Emergency Room Visits +                  | \$250                 | \$50              |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$30  |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$30              |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

**HOUSING COMMISSION – with UP Blue**

**BCBS Purchase Plan – Division 0004**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 8,150.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$16,300.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$3,150                           |
| 2 Person / Family     | \$10,000                   | \$6,300                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (10%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,000                       |
| 2 Person / Family     | \$1,000                | \$2,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$16,300.00              | \$ 8,000.00        |
| Family Coverage: | \$32,600.00*             | \$16,000.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$ 6,300                          |
| 2 Person / Family     | \$20,000                   | \$12,600                          |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$1,000                | \$2,000                       |
| 2 Person / Family     | \$2,000                | \$4,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 10%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |
| Private Duty Nursing                     | (after ded.) 50%      | Not Covered       |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 90% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for emergency room, and substance abuse treatment.



**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**LIBRARY EMPLOYEES CORE PLAN – with UP Blue**

**BCBS Purchase Plan – Division 0005**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$1,250.00        | \$1,250.00     |
| Family Coverage: | \$13,200.00*             | \$2,500.00*       | \$2,500.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$250                  | \$1,000                       |
| 2 Person / Family     | \$500                  | \$2,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$3,500.00         |
| Family Coverage: | \$26,400.00*             | \$7,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$3,000                       |
| 2 Person / Family     | \$1,000                | \$6,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$150             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**LIBRARY EMPLOYEES BUY-UP PLAN – with UP Blue**

**BCBS Purchase Plan – Division 0002**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$1,250.00        | \$1,250.00     |
| Family Coverage: | \$13,200.00*             | \$2,500.00*       | \$2,500.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$250                  | \$0                          |
| 2 Person / Family     | \$500                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$4,500.00         |
| Family Coverage: | \$26,400.00*             | \$9,000.00*        |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$4,000                       |
| 2 Person / Family     | \$1,000                | \$8,000                       |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$150             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**PRE-65 RETIREES – with UP Blue**

**Management RETIREES (Non-Medicare)**

**BCBS Purchase Plan – Division 0018**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$13,200.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (20%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$ 500                 | \$1,500                       |
| 2 Person / Family     | \$1,000                | \$3,000                       |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$30              |
| Specialists Visits +                     | \$ 60                 | \$30              |
| Urgent Care Visits +                     | \$ 60                 | \$30              |
| Emergency Room Visits +                  | \$250                 | \$50              |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$30  |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) 20%   |
| Mental Health Office Visit +             | (after ded.) 20%      | \$30              |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**PRE-65 RETIREES – with UP Blue**

**Union RETIREES (Non-Medicare)**

**BCBS Purchase Plan – Division 0019**

**Eligible Expenses allowed by the Plan are:**

**In-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>HRA MOOP**</u> | <u>Rx MOOP</u> |
|------------------|--------------------------|-------------------|----------------|
| Single Coverage: | \$ 6,600.00              | \$4,000.00        | \$3,350.00     |
| Family Coverage: | \$13,200.00*             | \$8,000.00*       | \$6,700.00*    |

\* Individual family members only have to meet the single coverage limit.

\* \*\*HRA MOOP excludes Rx out-of-pocket expenses.

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (20%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$ 5,000                   | \$1,600                           |
| 2 Person / Family     | \$10,000                   | \$3,200                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (0%):</u> |
|-----------------------|------------------------|------------------------------|
| Single                | \$250                  | \$0                          |
| 2 Person / Family     | \$500                  | \$0                          |

**Out-Of-Network Coverage**

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

|                  | <u>Carrier's (TrOOP)</u> | <u>MRA MOOP **</u> |
|------------------|--------------------------|--------------------|
| Single Coverage: | \$13,200.00              | \$ 9,600.00        |
| Family Coverage: | \$26,400.00*             | \$19,200.00*       |

\* Individual family members only have to meet the single coverage limit.

\* \*\*MRA MOOP excludes Rx out-of-pocket expenses.

**City of Marquette**  
**Medical Reimbursement Arrangement Plan, (MRA)**  
**Summary of Material Modifications (SMM)**  
**Effective July 01, 2022 continued**

**Carrier Plan:**

| <u>Contract Type:</u> | <u>Carrier Deductible:</u> | <u>Carrier Coinsurance (40%):</u> |
|-----------------------|----------------------------|-----------------------------------|
| Single                | \$10,000                   | \$3,200                           |
| 2 Person / Family     | \$20,000                   | \$6,400                           |

**MRA Plan (Employee's Responsibility):**

| <u>Contract Type:</u> | <u>MRA Deductible:</u> | <u>MRA Coinsurance (40%):</u> |
|-----------------------|------------------------|-------------------------------|
| Single                | \$4,000                | \$ 5,600                      |
| 2 Person / Family     | \$8,000                | \$11,200                      |

**Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:**

| <u>Services Covered by MRA:</u>          | <u>Carrier Copay:</u> | <u>MRA Copay:</u> |
|------------------------------------------|-----------------------|-------------------|
| Office Visits +                          | \$ 40                 | \$ 20             |
| Specialists Visits +                     | \$ 60                 | \$ 20             |
| Urgent Care Visits +                     | \$ 60                 | \$ 20             |
| Emergency Room Visits +                  | \$250                 | \$150             |
| Chiropractic Visits +                    | (12 visits) \$ 40     | (24 visits) \$ 20 |
| PT / ST / OT (after ded.) +              | (30 visits) 20%       | (60 visits) \$ 0  |
| Mental Health Office Visit +             | (after ded.) 20%      | \$ 20             |
| Allergy Testing & Therapy & Injections + | (after ded.) 20%      | \$ 0              |

**+ Second Submit with Explanation of Benefits:**

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to \$20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy & Injections reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to \$20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.



**City of Marquette  
Medical Reimbursement Arrangement Plan, (MRA)  
Summary of Material Modifications (SMM)  
Effective July 01, 2022 continued**

**\*\*IMPORTANT\*\***

**Blue Cross Blue Shield Explanation of Benefits (EOBs) must be submitted with reimbursement requests detailing all dates of service to verify the required portion of Deductibles and Co-Payments have been met.**

**Cash Register and Credit Card Receipts are not valid documentation for reimbursement.**

**List of Participating Employers, if any, participating in the plan:**

There are no other employers affiliated with this plan.

**Claims can be submitted to the Third-Party Administrator:**

**TPA Claims Administration by:**

**44North – Cadillac Office  
1406 N. Mitchell Street  
PO Box 700  
Cadillac, MI 49601**

**Or Faxed to: (855) 306-1098**

**Submit Manual Claims to:**

**44North – Marquette Office  
620 S. Lake Street  
PO Box 747  
Marquette, MI 49855**

**Or Faxed to: (855) 579-5044**

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This Summary is intended to provide you with an easy-to-understand description of certain changes to the Plan. While every effort has been made to make this description as complete and as accurate as possible, this Summary, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this Summary and the Plan, or if any point is not discussed in this Summary or is only partially discussed, the terms of the Plan will govern in all cases. The Employer or its authorized representative, reserves the right, to amend, modify or terminate the Plan, or any benefits provided under the Plan.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote** **Utilization of State Bid for Annual Salt Purchase**

#### **BACKGROUND:**

Annually, the State of Michigan uses competitive bidding to obtain statewide salt pricing which it then offers to municipalities as part of an extended purchasing program. The City of Marquette will purchase approximately 1,600 tons of early fill salt. The City has an additional 600 tons of back up salt on reserve for FY 22-23. Over the course of the winter, the City will blend the salt with street sand at a ratio of 5 parts sand to 1 part salt. This mixture provides effective winter maintenance ice control and cost containment over using straight salt.

Last year's prices for early fill and reserve salt were \$66.88 per ton and \$82.50 respectively. The current year's prices for early fill and reserve salt are \$68.55 per ton and \$85.50 respectively. The total dollar amounts under this year's contract are \$109,680 for early fill salt and \$51,300 for reserve salt. The contract requires the City to purchase the entire early fill and 70% of the reserve for a total of \$145,590, which is within budget.

#### **FISCAL EFFECT:**

Salt is charged to inventory when it is purchased. As salt is consumed by local and major street activities, it is charged to the appropriate winter maintenance street accounts. The local and major street maintenance accounts have \$189,000 budgeted for winter application materials in FY 22-23.

#### **RECOMMENDATION:**

Authorize City staff to utilize the State of Michigan Extended Purchasing Program (MI DEAL) to purchase road salt.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

No Attachments Available

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

### **Consent Agenda - Roll Call Vote**

#### **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.

The first read of this agreement was October 24, 2022.

##### **FISCAL EFFECT:**

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

##### **RECOMMENDATION:**

Approve the lease agreement with Noquemanon Trails Network Council for office space at Lakeview Arena and authorize the Mayor and City Clerk to sign it.

##### **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, 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 licensees, 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.



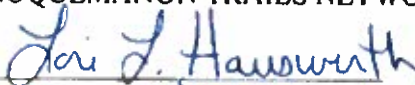
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding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

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

CITY OF MARQUETTE

NOQUEMANON TRAILS NETWORK COUNCIL

\_\_\_\_\_  
Jennifer A. Smith, Mayor

  
By: LORI L. HAUSWIRTH  
Its: EXECUTIVE DIRECTOR

\_\_\_\_\_  
Kyle Whitney, City Clerk

Approved as to Substance:

Approved as to Form:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney

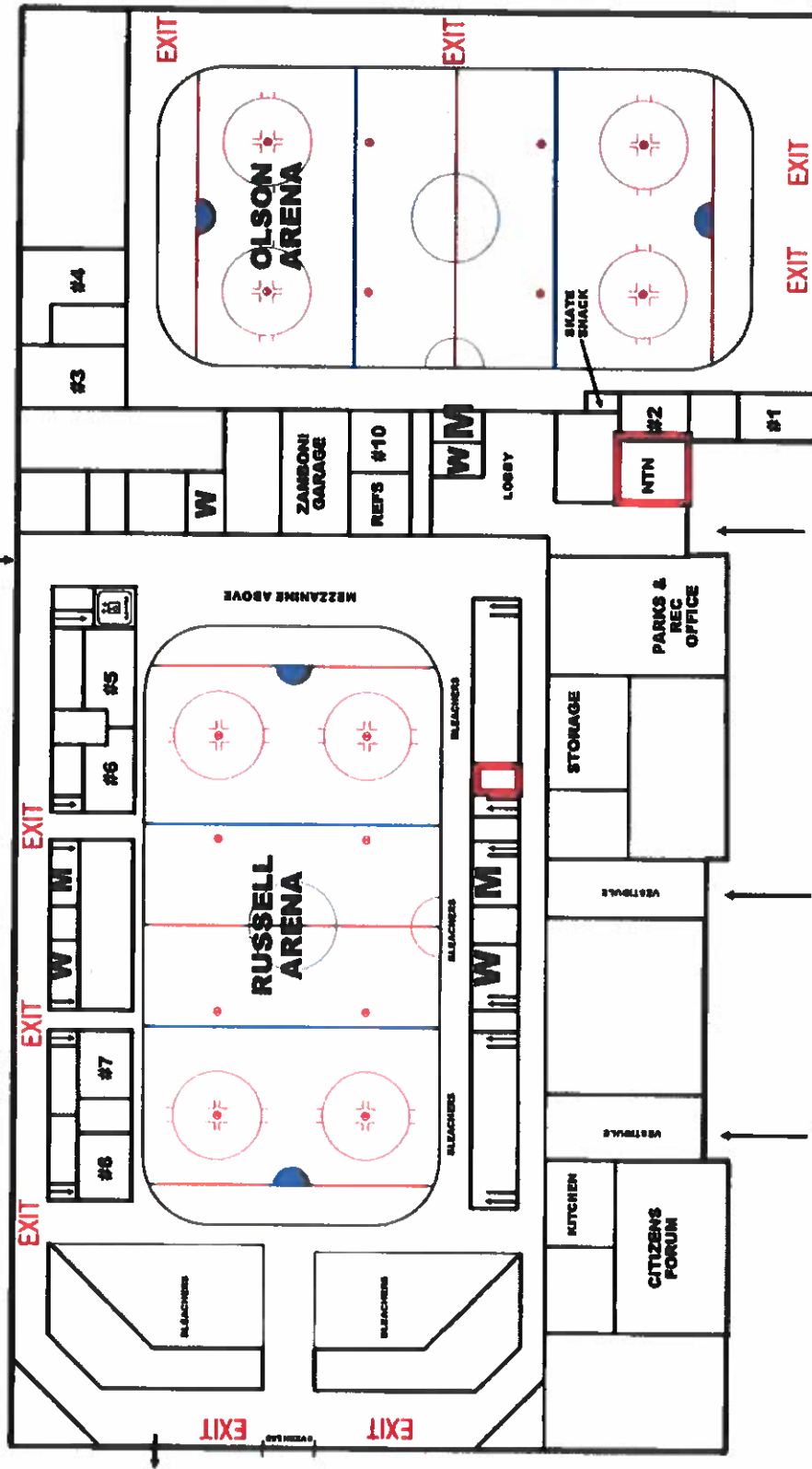


# LAKEVIEW ARENA

EXHIBIT A

NORTH  
PARKING

NORTH MAIN  
ENTRANCE



WEST  
PARKING

EAST  
PARKING



SOUTH MAIN  
ENTRANCE

FAIR ST.  
PARKING

MAIN  
ENTRANCE

MAIN  
ENTRANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2022

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  
Marsh & McLennan Agency LLC  
15561 Railroad Street  
Hayward WI 54843

CONTACT NAME: Theresa Terry

PHONE

(A/C, No, Ext):

FAX

E-MAIL

ADDRESS: theresa.terry@MarshMMA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest National Insurance Company

10120

INSURER B: Acuity Insurance

14184

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Noqueaman Trails Network Council  
PO Box 746  
Marquette MI 49855

NOQUETRAIL

## COVERAGES

CERTIFICATE NUMBER: 929277078

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                            |          | SI8GL01714221 | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 0<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                         |                              |          | ZB5307        | 1/1/2022                | 1/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                   |                              |          | SI8EX01455221 | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$                                                                                                                                                                               |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N <input type="checkbox"/> | N/A      | ZB5307        | 1/1/2022                | 1/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                  |

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

City of Marquette  
300 W. Baraga Ave.  
Marquette MI 49855

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

**Consent Agenda - Roll Call Vote**

**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.

First read of this agreement was October 24, 2022.

**FISCAL EFFECT:**

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

**RECOMMENDATION:**

Approve the Lease Agreement with the Hockey Mutineers of Marquette for locker room space at Lakeview Arena and authorize the Mayor and City Clerk to sign it.

**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

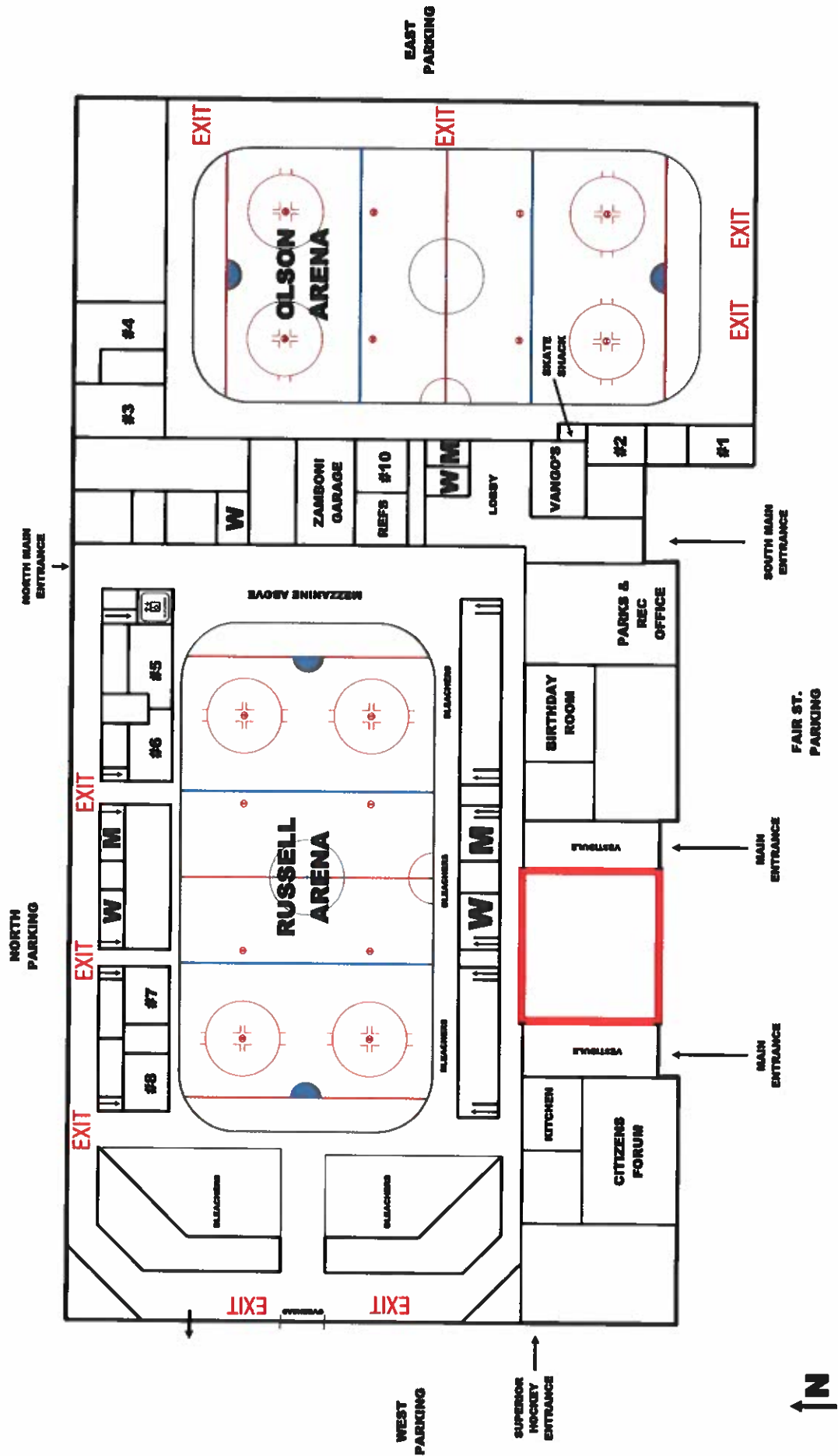
Approved as to Form:

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

**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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                | Y         |          | 302201-13-12-76-8 | 09/01/2022              | 09/01/2023              | EACH OCCURRENCE \$ 1,000,000                           |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                  |           |          |                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> Participant Legal Liability                                                                                 |           |          |                   |                         |                         | MED EXP (Any one person) \$                            |
|          | <input checked="" type="checkbox"/> Included                                                                                                    |           |          |                   |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                   |                         |                         | GENERAL AGGREGATE \$ 5,000,000                         |
|          | OTHER:                                                                                                                                          |           |          |                   |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                    |
|          | AUTOMOBILE LIABILITY                                                                                                                            |           |          |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                 |
|          | <input type="checkbox"/> ANY AUTO                                                                                                               |           |          |                   |                         |                         | BODILY INJURY (Per person) \$                          |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                                                              |           |          |                   |                         |                         | BODILY INJURY (Per accident) \$                        |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                         |           |          |                   |                         |                         | PROPERTY DAMAGE (Per accident) \$                      |
|          |                                                                                                                                                 |           |          |                   |                         |                         | \$                                                     |
|          | UMBRELLA LIAB                                                                                                                                   |           |          |                   |                         |                         | EACH OCCURRENCE \$                                     |
|          | EXCESS LIAB                                                                                                                                     |           |          |                   |                         |                         | AGGREGATE \$                                           |
|          | DED RETENTION \$                                                                                                                                |           |          |                   |                         |                         | \$                                                     |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                   |           |          |                   |                         |                         | PER STATUTE OTH-ER                                     |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                     | Y / N     |          |                   |                         |                         | E.L. EACH ACCIDENT \$                                  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | N / A     |          |                   |                         |                         | 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<br>300 West Baraga Street<br>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.<br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

**New Business**

**Approve 2023 City Commission Meeting Schedule**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ 2023 City Commission Meeting Schedule



## MARQUETTE CITY COMMISSION 2023 MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Marquette City Commission will hold the following regular meetings during 2023. These meetings will be held in the City Commission Chambers of City Hall, at 300 West Baraga Ave., and shall commence at 6:00 p.m. on the second and last Monday of each month, unless otherwise noted:

|                       |                   |
|-----------------------|-------------------|
| January 9             | January 30        |
| February 13           | February 27       |
| March 13              | March 27          |
| April 10              | April 24          |
| May 8                 | May 30 (Tuesday)^ |
| June 12               | June 26           |
| July 10               | July 31           |
| August 14             | August 28         |
| September 11          | September 25      |
| October 10 (Tuesday)^ | October 30        |
| November 13*          | November 27       |
| December 11           | December 18^      |

*\*Scheduled at 7:00 p.m. as required by City Charter (Section 2-6).*

*^May 30 and October 10 meetings are on Tuesday due to holidays. December 18 meeting is on the third Monday due to holidays.*

Additional meetings may be called, and changes may be made in accordance with the City Charter. Notices will be posted for such changes in compliance with Public Act 267 of 1976.

Proposed minutes of meetings will be available for public inspection within eight business days after the meeting. Approved minutes will be available for public inspection within five business days after the meeting at which minutes are approved. Minutes of meetings are available at the City Clerk's office, City Hall, 300 W. Baraga Ave., Marquette, MI 49855.

**IF YOU HAVE A DISABILITY AND REQUIRE ASSISTANCE TO PARTICIPATE,  
PLEASE PROVIDE ADVANCE NOTICE.**

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Kyle L. Whitney, City Clerk

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 11/14/2022

### **New Business** **Procedure to Fill City Commission Vacancy**

#### **BACKGROUND:**

The resignation of Commissioner Jenn Hill creates a vacancy on the Marquette City Commission.

Under the provisions of the Marquette City Charter, the City Commission has 60 days in which to fill a vacancy via appointment. Since late 2017, the City Commission has made three appointments for vacancies, and staff is recommending the board follow the process originally established in November of 2017.

Under that process, applications were made available both online at the City's website and in person at the City Clerk's Office and interested parties were given an application submission deadline. Following the deadline, completed applications and related materials were disseminated to the City Commission for review.

At a subsequent meeting, the Commission then provided applicants an opportunity to speak, and made an appointment to fill the vacancy.

In order to be appointed, an individual must meet all eligibility requirements stipulated by the City Charter.

#### **FISCAL EFFECT:**

None by this action.

#### **RECOMMENDATION:**

Direct the City Clerk to make City Commission application forms available online and in the Clerk's Office, and to accept applications from interested parties until 4 p.m. on Thursday, December 1, 2022; and to then proceed with the appointment of a new City Commissioner at the December 12 regular meeting.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

No Attachments Available