



## MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive  
Marquette, Michigan 49855  
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Fx | 906.228.7337  
[www.marquettetownship.org](http://www.marquettetownship.org)

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# MARQUETTE TOWNSHIP BOARD - REGULAR MEETING

WEDNESDAY, JANUARY 3, 2024 - 5:30 PM

MARQUETTE TOWNSHIP COMMUNITY CENTER

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### 1. Call to order

- A. Pledge of Allegiance
- B. Roll Call

**2. Public Comment (3 Minutes maximum)** *This Board is conducting a meeting today to take care of Township business. You are allowed to address the Board at least twice tonight, but we will not have back-and-forth conversations between the staff, the Board, and the public during Public Comment. For Public Comment, or if you would like to speak on a particular agenda item, state your name and address and you have three minutes to address the Board. The Board may, but is not required to, respond at Board Member Comment immediately following Public Comment. The Board may also request follow-up with the Township Manager on some matters addressed during Public Comment.*

### 3. Board Member Comment in Response to Public Comment

### 4. Consent Agenda

- A. Approval of Regular Meeting Minutes of December 20, 2023.
- B. Bills Payable in the amount of \$161,315.65. Checks 164238 to 164267. Note any voided checks.
- C. Received Committee and Other Reports
- D. Correspondence not Requiring Board Action
  - 1. Marquette Township Election Information Letter

### 5. Approval of the Agenda *(Declaration of Conflict of Interest, if any)*

### 6. Board Education/Privileged Comment

**7. Community Linkage** *(primarily based on the Board's Annual Plan of Work. Board member comment regarding what we are hearing from the external environment about township issues and activities.)*

### 8. Policy Discussion, Consideration and Development

- A. Consider Rural Development Grant Letter of Support for Barrel & Beam
- B. Consider Scheduling a Work Session to Discuss Township Policies
- C. Consider CUPPAD Membership for 2024
- D. Consider BS&A Cloud Contract

### 9. Assurance of Organizational Performance

- A. Board - Committee Updates
  - 1. Roads Committee

**10. Public Comment (3 Minutes maximum)**

**11. Meeting Wrap-up**

- A. Announcements
- B. Manager's Report
- C. Review of Motions Passed & Assignments, if any
- D. Items for Future Agenda
- E. Board Member Comment

**12. Adjournment**

**Next Scheduled Meeting Date is January 17, 2024 at 5:30PM.**

# MARQUETTE TOWNSHIP BOARD MINUTES

WEDNESDAY, DECEMBER 20, 2023 - 5:30 PM  
MARQUETTE TOWNSHIP COMMUNITY CENTER

## ***Call to order:***

Supervisor Durant called the Meeting to Order at 5:32PM.

## Pledge of Allegiance

## Roll Call

Members present: Lyn Durant, Supervisor  
Randy Ritari, Clerk  
Ernest Johnson, Treasurer  
Linda Winslow, Trustee  
Dan Everson, Trustee  
John Markes, Trustee

Members absent: Karl Kytta, Trustee (excused)

Staff present: Jon Kangas, Township Manager  
Roger Zappa, Township Attorney  
Lenny Bodenus, Township Superintendent of Public Works (Teleconference)  
Jason McCarthy, Township Planner/Zoning Administrator (Teleconference)

## Committee Members

Present: None

## ***Public Comment (3 Minutes maximum):***

Robert Dossetto, 120 Huron Woods Drive, gave the board some information on Wolves in the area where he lives.

## ***Board Member Comment in Response to Public Comment:***

Various Board Discussion, and recommended to Robert that he contact the DNR and give them the information about the wolves.

## ***Consent Agenda:***

Approval of Regular Meeting Minutes of December 6, 2023, and the Special Meeting Minutes of December 12, 2023.

Bills Payable in the amount of \$456,502.82. Checks 164179 to 164237. Note any voided checks.

Received Committee and Other Reports

Election Commission Draft Meeting Minutes of December 11, 2023.

Correspondence not Requiring Board Action

U of M CLOSUP Report 12-6-23

Marquette County Road Commission Organizational Chart-Nov 2023

Marquette County Solid Waste Management Authority Board Meeting Schedule-2024

Marquette County Solid Waste Management Authority-Closed Schedule-2024

MCSWMA Abbreviated Packet 12-20-23

Financials

November 2023 Financial Statements

Budget Amendment 2023-03

*Budget Amendment No. 2023-03  
December 15, 2023*

**CHARTER TOWNSHIP OF MARQUETTE  
FY 2023 BUDGET RESOLUTION**

**WHEREAS**, it is the responsibility of the Marquette Township Board to establish General and Special Appropriations Acts for the purpose of budgeting Township finances in a manner which does not allow expenditure, including any accrued deficits, to exceed revenues, including any available unappropriated surpluses, and,

**WHEREAS**, the Marquette Township Board recognizes that unforeseen activities may require amendments to these Appropriations Acts, such amendments shall be made by either formal resolution of the Marquette Township Board; or, by a ten percent (10%) of budget center contingency transfer authorized by the Township Manager, in such a manner so as not to allow the total expenditures, including accrued deficits, to exceed revenues and unappropriated surpluses; and,

**WHEREAS**, the Marquette Township Appropriations Acts for 2022 do not permit deviations which cause expenditures for any activity to exceed budgeted amounts without amendment to the Act by the Marquette Township Board or the aforementioned contingency transfer; and,

**WHEREAS**, the Marquette Township Board has duly reviewed the budgets for the General Appropriations Act and the Special Appropriations Act, both Acts include all funds of the Charter Township of Marquette, at public hearings of the Marquette Township Board,

**THEREFORE, BE IT RESOLVED**, that the Marquette Township Board hereby amends the Appropriations Acts for 2022 in accordance with budgetary information presented to this Board and the limitations defined within this Resolution.

	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Change</b>
<b>General Fund</b>			
Expenditures			
Township Board	33,037	35,337	2,300
Professional Services	98,000	105,800	7,800
Supervisor	17,699	18,589	890
Township Manager	160,636	162,136	1,500
Clerk	102,512	112,512	10,000
Treasurer	197,841	202,441	4,600
Elections	9,000	9,400	400
General Services; Admin	213,427	226,427	13,000
Street Signs	1,200	1,220	20
Recreation Facilities	80,064	92,064	12,000
Capital	155,000	185,000	30,000
Fund Balance	1,855,529	1,773,019	(82,510)
<b>Fire Fund</b>			
Revenue	922,754	914,754	(8,000)
Expenditures			
Fire Marshall	168,333	176,333	8,000
<b>Liquor Law Enforcement Fund</b>			
Revenue			
Liquor License Fee	7,000	8,966	1,966
Expenditures			
Transfers Out	7,000	7,224	224
Fund Balance (Estimated)	7,544	1,817	1,742
<b>Wastewater Fund</b>			
Revenue			
Interest	15,280	42,480	27,200
Expenditures			
General Services	19,900	24,100	4,200
WW Treatment Plant	363,908	386,908	23,000
<b>Water Fund</b>			
Revenue			
Interest	17,000	24,700	7,700
Expenditures			
Water Pumping Station – Well	161,531	167,031	5,500
Customer Meters	11,800	13,000	1,200
Hydrants	3,000	4,000	1,000
<b>Solid Waste Fund</b>			
Expenditures			
Sanitary Landfill	219,370	229,370	10,000
Waste/Refuse Collect & Disposal	251,532	263,532	12,000
Reserves/Net Position	353,104	331,104	(22,000)

Authorization is requested to adjust Revenue and Expenditures in various funds. In the General Fund, Expenditures are increased due

to increased expense of the annual audit, additional help from employees for Treasurer staff changes, unplanned election training, computer services with a new company and board room renovations. The Fire Fund Revenue increase in charges for services rendered amount. Expenditures are increased due to low estimation of Fire Marshall salary. The Liquor Law Enforcement Fund increase in Revenue in liquor license fee amount. Expenditures are increased due to wrong calculation of yearly transfer amount. The Wastewater Fund Revenue increase in interest amount. Expenditures are increased due to purchases of supplies and additional repairs and maintenance items. The Water Fund Revenue increase in interest amount. Expenditures are increased due to supply purchases and additional repairs and maintenance items. The Solid Waste Fund Expenditures increase due to higher costs and more activity at the Landfill and the increase in garbage collection fees.

**MOTION: To approve the Consent Agenda as Presented.**

**Motion –Trustee Everson**

**Second – Trustee Markes**

**Roll Call Vote:**

**Supervisor Durant - Aye**

**Clerk Ritari - Aye**

**Treasurer Johnson -Aye**

**Trustee Markes -Aye**

**Trustee Winslow- Aye**

**Trustee Everson - Aye**

**Trustee Kytta - Absent**

**Carried (6-0)**

**Absent (1)**

***Approval of the Agenda:***

Supervisor Durant, moved up 8.C. Consider 2024 Fee Schedule to 8.A., and 8.F. Consider reducing the minimum bid for the surplus 2008 Chevrolet Silverado to 8.B. and reorder the rest of the agenda.

**MOTION: To approve the Regular Agenda as amended.**

**Motion – Clerk Ritari**

**Second – Trustee Winslow**

**Carried (6-0)**

**Absent (1)**

***Board Education/Privileged Comment:***

Fire Department Report

Chief Shanahan, provided a written report.

Public Works Report

Superintendent Bodenus, presented his report.

Planning and Zoning Report

Planner McCarthy, presented his report.

Attorney Report

Attorney Zappa, presented his report.

***Community Linkage :***

Supervisor Durant,

***Policy Discussion, Consideration and Development:***

Consider 2024 Fee Schedule

(Background from Manager Kangas)

**MOTION: To approve the FY 2024 Fee Schedule as presented.**

**Motion – Trustee Markes**

**Second – Clerk Ritari**

**Carried (6-0)**

**Absent (1)**

Consider reducing the minimum bid for the surplus 2008 Chevrolet Silverado.

(Background from Superintendent Bodenus)

**MOTION: To approve re-advertising the 2008 Chevrolet Silverado 1500 with a minimum bid of \$2,500.00.**

**Motion – Clerk Ritari**

**Second – Trustee Markes**

**Carried (6-0)**

**Absent (1)**

Consider Fire Department Hire

(Background from Fire Chief Shanahan and Supervisor Durant)

**MOTION: To approve the hiring of Sebastian Cimpoes as a Probationary Firefighter (Paid-on-call).**

**Motion – Supervisor Durant**

**Second – Clerk Ritari**

**Carried (6-0)**

**Absent (1)**

Consider 2024 Committee Recommendations

(Background from Supervisor Durant)

**MOTION: To approve the following re-appointments and appointments to the committees listed**

below to take effect January 1, 2024.

**Re-appoint:**

**Bethany Cody, Planning Commission, term to expire 12/31/26**

**Stan Czapiga, Road Committee, term to expire 12/31/26**

**Robert Sved, Downtown Development Authority, term to expire 12/31/27**

**Bill Geller, Downtown Development Authority, term to expire 12/31/27**

**Andrew Rickauer, Downtown Development Authority, term to expire 12/31/27**

**Joe Schetter, Recreation Committee, term to expire 12/31/26**

**Appoint:**

**Greg Place, Board of Review, term to expire 12/31/24**

**Pete LaRue, Zoning Board of Appeals to complete a term ending 12/31/24**

**Motion – Trustee Markes**

**Second – Clerk Ritari**

**Carried (6-0)**

**Absent (1)**

**Consider Worker's Compensation (Accident Fund) Renewal**

(Background from Manager Kangas)

**MOTION: To approve the Accident Fund renewal with UP Insurance Agency Inc. for the period of 1/1/24 to 12/31/24 in the amount of \$18,556.00, and authorize the Manager to execute the agreement.**

**Motion – Clerk Ritari**

**Second – Treasurer Johnson**

**Carried (6-0)**

**Absent (1)**

**Consider BS&A Software Upgrades**

(Background from Manager Kangas)

**MOTION: To approve the BS&A proposal in the amount of \$64,485.00 plus up to \$6,380.00 of travel expenses and hosting fees of \$2,900.00 with the majority of the cost of the proposal being funded from the CATV franchise fees and other accounts based on proper module percentages.**

**Motion – Clerk Ritari**

**Second – Trustee Markes**

**Carried (6-0)**

**Absent (1)**

***Assurance of Organizational Performance:***

**Board - Committee Updates**

None



***Public Comment (3 Minutes maximum):***

None

***Meeting Wrap-up:***

Announcements

Clerk Ritari, commented about consolidating precincts for all future elections and everyone will now vote at the Marquette Township Hall.

Treasurer Johnson, commented about getting some Tax tribunal settlement information from the Township Attorney that needed to be corrected.

Manager's Report

Manager Kangas, presented his written report with a list of highlights from 2023 that happened in the Township.

Review of Motions Passed & Assignments, if any

Clerk Ritari, reviewed all motions from the meeting and any action items that needed to be done.

Items for Future Agenda

Schedule work session on policy review for policy governance.

Board Member Comment

Treasurer Johnson, Thanked the staff for doing a good job on the budget for expenditures from FY 2023.

Clerk Ritari, Merry Christmas and a Happy New Year, and the days will start getting longer soon.

Trustee Winslow, commented about NTN getting a grant for trails, and how displeased she was at the no parking signs coming down on some of the busy streets in the township.

***Adjournment:***

**MOTION: To Adjourn the meeting.**

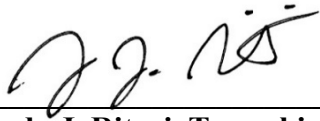
**Motion – Trustee Everson**

**Second – Clerk Ritari**

**Carried (6-0)**

**Absent (1)**

Supervisor Durant adjourned the meeting at 7:23PM.



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**Randy J. Ritari, Township Clerk**

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**Lyn J. Durant, Township Supervisor**

**BILLS PAYABLE SUMMARY**  
**1/3/24**

1	12/20/23	Accounts Payable - Exempt	\$40,917.95
2	12/20/23	Accounts Payable - Exempt	\$1,026.49
3	12/28/23	Accounts Payable - Exempt	\$51,452.81
4	12/28/23	Payroll - BiWeekly	\$46,686.96
5	12/28/23	Accounts Payable - Exempt	\$84.95
6	12/29/23	Payroll - Monthly	\$4,532.43
7	1/3/24	For Board Approval	\$16,614.06

Total \$161,315.65

General Fund	\$73,726.42
Fire Fund	28,383.40
Twp. Improvements Fund	0.00
Wastewater Fund	28,487.68
Library Fund	0.00
DDA Fund	0.00
Stormwater Fund	0.00
Water Fund	21,565.48
Water Restricted Fund	0.00
Solid Waste Fund	865.23
Trust and Agency Fund	<u>8,287.44</u>
 Total Disbursements	 <u>\$161,315.65</u>

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
164238	12/20/2023	BLUE CROSS BLUE SHIELD	JANUARY 2024 INSURANCE	101-000.000-123.000	6,403.13
				206-000.000-123.000	2,164.97
				590-000.000-123.000	860.78
				591-000.000-123.000	3,246.24
				701-000.000-123.000	3,287.44
164239	12/20/2023	CHARTER COMMUNICATIONS	PHONE	590-580.000-850.000	186.59
				591-580.000-850.000	186.59
164240	12/20/2023	MARQUETTE AREA PUBLIC SCHOOLS	MAHS SOLAR PROJECT/KBIC FUNDING	701-000.000-202.000	5,000.00
164241	12/20/2023	MARQUETTE COUNTY SHERIFF'S DEP	NOVEMBER POLICE SERVICES	101-301.000-801.000	19,233.98
164242	12/20/2023	UNIFIRST CORPORATION	UNIFORMS & MATS	101-265.000-726.000	91.44
				101-265.000-750.000	47.97
				590-578.000-750.000	104.41
				591-578.000-750.000	104.41
			TOTAL CHECKS (5)		<u>\$ 40,917.95</u>
VOIDED CHECKS					

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
205(E)	12/20/2023	MARQUETTE TOWNSHIP	UTILITY BILLS	101-265.000-921.000	141.99
				101-265.000-926.000	92.59
				101-756.000-921.000	105.49
				101-756.000-926.000	91.52
				206-265.000-921.000	195.06
				206-265.000-926.000	65.76
				590-580.000-921.000	67.17
				590-580.000-926.000	67.17
				591-569.C00-921.000	26.29
				591-569.C00-926.000	20.17
				591-580.000-921.000	76.64
				591-580.000-926.000	76.64

TOTAL EFT (2) \$ 1,026.49

VOIDED  
EFT  
206

CHECK REGISTER REPORT  
 INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
164249	12/28/2023	CHARTER COMMUNICATIONS	FD PHONE/CABLE	206-337.000-810.000	94.76
				206-337.000-850.000	141.94
164250	12/28/2023	JOHN CEBALO	DECEMBER BOARD CAMERA OPERATOR	101-101.000-801.000	90.00
164251	12/28/2023	MARQUETTE COUNTY TREASURER.	2023 TAX ROLL	101-257.000-810.000	6,363.25
164251	12/28/2023	MARQUETTE COUNTY TREASURER.	2023 TAX BILLS	101-299.000-940.030	3,044.00
164252	12/28/2023	MICHIGAN MUNICIPAL RISK MANAGEMEN	2024 VEHICLE INSURANCE	101-000.000-123.000	11,880.00
				206-000.000-123.000	19,008.00
				590-000.000-123.000	4,356.00
				591-000.000-123.000	4,356.00
164253	12/28/2023	MUTUAL OF OMAHA	JANUARY 2024 LIFE/DISABILITY	101-000.000-123.000	842.14
				206-000.000-123.000	270.40
				590-000.000-123.000	299.63
				591-000.000-123.000	392.84
				596-000.000-123.000	37.66
164254	12/28/2023	UNIFIRST CORPORATION	UNIFORMS & MATS	101-265.000-750.000	45.95
				590-578.000-750.000	105.99
				590-580.000-726.000	9.13
				591-578.000-750.000	105.99
				591-580.000-726.000	9.13
TOTAL CHECKS (6)					<u>\$ 51,452.81</u>

VOIDED  
 CHECKS

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK NO.	DATE	EMPLOYEE	DESCRIPTION	AMOUNT
DD7740 to DD7761	12/28/23	Various	Payroll - Biweekly	46,686.96
Total Checks (22)				<u>46,686.96</u>

Voided  
Checks

None

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
164267	12/28/2023	PETTY CASH	NOTARY FILING - R. RITARI	101-215.000-955.000	10.00
			TREASURER MTBA MEALS	101-253.000-860.000	56.44
			POSTAGE	101-299.000-940.030	1.26
			UB REFUND	596-000.000-040.000	17.25
			TOTAL CHECKS (1)		\$ 84.95
VOIDED CHECKS					



CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK NO.	DATE	EMPLOYEE	DESCRIPTION	AMOUNT
164243 to 164248	12/29/23	Various	Payroll - Monthly	4,532.43
DD7762 to DD7769				
Total Checks (14)				4,532.43

Voided  
Checks

None

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK #	DATE	VENDOR	DESCRIPTION	ACCOUNT	AMOUNT
164255	01/03/2024	AMY MAUS	REIMB TRAINING COURSE	101-253.000-860.000	69.00
164256	01/03/2024	CORE AND MAIN LP	METER SPUDS GASKETS WATER LINE COUPLING	591-571.000-930.000 591-572.000-930.000	68.38 408.25
164257	01/03/2024	DLP MQT PHYSICIAN PRACTICES, INC.	FIREFIGHTER PHYSICALS	206-337.000-801.000	743.00
164258	01/03/2024	DUBOIS-COOPER ASSOCIATES	GRINDER SUPPLIES	590-583.000-726.000 590-583.000-726.000	12,915.00 762.00
164259	01/03/2024	ETNA SUPPLY	METER SPUDS	591-571.000-930.000	448.00
164260	01/03/2024	MENARDS	SUPPLIES	590-578.000-726.000 591-578.000-726.000	9.18 9.19
164261	01/03/2024	NAPA AUTO PARTS	B & G DUMP TRUCK SPARK PLUGS	101-265.000-931.000	67.99
164262	01/03/2024	NORTHLAND LAWN SPORT	JOHN DEERE BLADE	101-265.000-726.000	169.30
164263	01/03/2024	POMPS TIRE SERVICE INC	BACKHOE TIRE REPAIR	590-578.000-930.000 591-578.000-930.000	243.60 243.60
164264	01/03/2024	PRIDE PRINTING INC	BUSINESS CARDS - R. RITARI	101-215.000-726.000	52.00
164265	01/03/2024	QUILL	SUPPLIES	101-299.000-726.000	203.05
164266	01/03/2024	STATE OF MICHIGAN	AMBULANCE ASSESSMENT 10/1/23 - 12/31/23	206-337.000-802.000	202.52
TOTAL CHECKS (12)					<u>\$ 16,614.06</u>

VOIDED  
CHECKS



## MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive  
Marquette, Michigan 49855  
Ph | 906.228.6220  
Fx | 906.228.7337  
www.marquettetownship.org

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December 22, 2023

Hello Marquette Township Voters,

**Marquette Township has now consolidated precincts for voting, so everyone now votes at the Marquette Township Hall. If you have voted at St. Christopher's Church in the past you will now vote at the Marquette Township Hall for all future elections. You will be getting a new voter ID card in the near future.**

With the passing of Proposal 22-2 in the November 2022 election, there will be many changes in the 2024 election cycle\*.

The biggest change will be in the way a voter can cast a ballot. At this time in Michigan there are four ways to do so:

1. Vote in person on Election Day – go to your precinct on Election Day to cast your ballot. Marquette Township precinct is located at the Marquette Township Hall, 1000 Commerce Dr., Marquette, MI 49855
2. Absentee Ballot – submit a request for an absentee ballot application online, email a request to your local Clerk (rritari@marquettetownship.org), call (906.228.6220) or stop in your local Clerk's office. Once you are on the Absentee Ballot list you will receive an application before the election cycle. Once you complete and return the application to your local Clerk, a ballot for that election will be mailed to you. You can also stop in your local Clerk's office with your application and pick up your ballot in person. Applications can be returned to the Clerk's office via postal mail, in person drop off, put in the municipality drop box, or email.
3. \*Permanent Ballot List – By submitting a one-time application and requesting to be added to this list, you will automatically receive a ballot for each election going forward, no future application needed.
4. \*Early in-person voting – this will be held with every statewide and federal election beginning with the Presidential Primary February 27, 2024. Early in-person voting allows a voter to cast a ballot in person, nine consecutive days, ending on the Sunday before the election. **Marquette Township's early voting site will be at the Marquette Township office located at 1000 Commerce Dr., Marquette, MI 49855, the dates will be Saturday, February 17, through Sunday, February 25. Times of early voting are from 10:00 AM to 6:00 PM.**

### Mission Statement:

*"Recognize and meet the needs of the Township Community."*



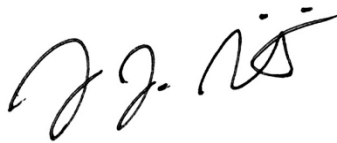
If you want to change how you are currently voting you may do so by doing the following:

- A. Change from Absentee voting to In-person voting - request in writing via email, postal mail, or in-person at the Clerk's office to be removed from the Absentee list.
- B. Change from Absentee voting to the Permanent Ballot list –complete a one-time application and return to your Clerk's office via email, drop box, postal mail, or in person. By doing this, it will remove you from the Absentee ballot list and add you to the Permanent ballot list.
- C. Change from In-person voting to the Permanent Ballot list – complete a one-time application and return to your Clerk's office via email, drop box, postal mail, or in person.

We understand that this is all confusing. If you have any questions, please contact Randy Ritari at the Clerk's office by calling the number below or via email, [rritari@marquettetownship.org](mailto:rritari@marquettetownship.org)

2024 is going to be a busy election year; please check your voter registration to make sure you are registered in your current jurisdiction. You can check your registration, get on the Permanent ballot list, or get general voter information online, by going to <https://www.michigan.gov/sos/elections/voting>.

Sincerely,



Randy J. Ritari  
Marquette Township Clerk  
1000 Commerce Dr.  
Marquette, MI 49855  
906.228.6220  
[rritari@marquettetownship.org](mailto:rritari@marquettetownship.org)

Township Logo or Letterhead

Michigan Department of  
Agriculture & Rural Development  
Heather Throne, Grant Administrator  
PO Box 30017  
Lansing, MI 48909

[Date]

Re: Letter of Support for Barrel and Beam Capacity Increase and Water Saving Initiative

*[adjust these first paragraphs as needed – the main goals of the grant are to add a second packaging tank, to meet increased product demand, a foedre (a large oak vessel, as opposed to more barrels, due to lower water demand) and a small steam generator to significantly reduce water usage, natural gas and labor when sanitizing barrels/foedre - identify which one (or all if applicable) speaks to our relationship]*

I am writing on behalf of Marquette Township in support of the 2024 Rural Development Grant Application: Barrel and Beam Capacity Increase and Water Saving Initiative. The business has called Marquette Township home for more than six years, after renovating a dilapidated old supper club in 2017. A cornerstone of the business is shining a light on Michigan agriculture and source materials and supplies primarily from farms and purveyors located in the State of Michigan. The outcome is the monetary support of the aforementioned businesses and residents, and more than twenty 100% Michigan sourced Ales, Lagers, Cider and Meads.

With the addition of Northwoods Test Kitchen, a farm to table restaurant that opened in 2022 inside Barrel + Beam, purchases of local ingredients increased exponentially. The business has also diversified into serving our residents as an event space, hosting more than 100 events annually. Barrel + Beam has become a tourist destination, drawing hundreds of visitors each year. The business has grown from 2 employees to 12, and not only has their employee roster expanded, but their distribution footprint has as well; products can be found on the stores and shelves at over 250 restaurants, grocery stores and party stores all over Michigan and Wisconsin, with Minnesota distribution to kick off in January 2024.

Given the role Barrel + Beam plays in the fabric of Marquette Township, we're pleased to state our support of the grant proposal, which seeks to add brewery equipment to boost capacity and conserve resources. Specifically, they seek to purchase an additional packaging tank, foedre (large oak vessel), and steam generator. This equipment will allow Barrel and Beam to increase their beverage production, which in turn will mean more reliance on Michigan agricultural products, and investment in Michigan businesses.

Township Logo or Letterhead

Additionally, with the use of a steam generator, instead of hot water, to condition and sanitize oak barrels, along with the foedre, which allows for larger batches, will mean a savings in excess of 10,000 gallons of Marquette Township water annually, in addition to the saving of natural gas used for heating water.

[a few sentences about grant proposal or your organization or business]

Thank you for your time and consideration,

[SIGNATURE]

Name

Title

Organization

**M E M O**

TO: Township Board, Manager Kangas  
FROM: Supervisor Durant  
DATE: 1-3-24  
RE: Consider Work Session to Discuss Township Policies

=====

In preparation for scheduling a work session to discuss township policies, these are the files I found on the server. My suggestion is that we update whichever policies we feel are warranted and necessary and have a binder in the office to store them. That way we'll know which ones need updating and when a new policy is added, it will be included. The documents we choose will be provided at the work session.

1. Board Policies – 2017
2. Collection Fee Policies Resolution - 2013
3. Depository & Investments – 2024
4. eBikes/NTN?
5. Employee Personnel Policies – 2022
6. Finance & Accounting (NSF checks) – 2005
7. Fire Department Personnel Manual – 2015
8. FOIA Resolution - 2011
9. Gravity Sewer – 1996
10. Information Flow – 2001
11. Inspection & Copying of Public Records – DOT recommendation
12. Lawn Meters - 2004
13. Procurement - 2022
14. Public Addressing the Board – sample resolution
15. Safety – 2003
16. Stormwater - 2019
17. Street Lighting – 2016
18. Tax Collection Policies Resolution - 2013
19. Utility Payments - 2004



## MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive  
Marquette, Michigan 49855  
Ph | 906.228.6220  
Fx | 906.228.7337  
[www.marquettetownship.org](http://www.marquettetownship.org)

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### Board Action Item

**Board Meeting Date:** January 3, 2024  
**Agenda Item #:** 8.C.  
**Proposal:** Consider CUPPAD Membership for 2024  
**Presented by:** Clerk Ritari

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**Background:**

The Township has historically been a member of CUPPAD and have utilized its services.

**Attachments:** 1. CUPPAD 2024

**Cost:** \$ 830.00

**Budget Account:** General Fund

**Recommended motion:**

Approve the payment of the Membership Invoice for CUPPAD for Year 2024 for a not to exceed amount of \$830.00.

**Mission Statement:**

*"Recognize and meet the needs of the Township Community."*







2950 College Avenue  
 Escanaba, MI 49829

Phone: 906-786-9234

<b>Invoice Date:</b> December 19, 2023	<b>INVOICE</b>	<b>Due Date:</b> 30-days
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**Bill To:**

**Marquette Charter Township**  
 Randy Ritari  
 1000 Commerce Drive  
 Marquette, MI 49855

Quantity	Description	Price	Amount Due
1	<b>Membership Dues for January 1, 2024 to December 31, 2024</b>	.20 per capita	
<b>Total Amount Due</b>			<b>\$830.00</b>



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### Board Action Item

**Board Meeting Date:** January 3, 2024  
**Agenda Item #:** 8.D.  
**Proposal:** BS&A Contract per approved board action item at 12-20-23 meeting.  
**Presented by:** Jon Kangas, Kim Clark

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#### Background:

As authorized at the last meeting, attached is the corresponding agreement for the BS&A migration which has been reviewed by legal counsel.

**Attachments:** 1. BSA Cloud Contract 12.21.23\_KN

**Cost:** \$ 64,485

**Budget Account:** General and Enterprise Funds.

#### Recommended motion:

Approve as presented. Supervisors signature required on behalf of the Township.

#### Mission Statement:

*"Recognize and meet the needs of the Township Community."*



## **SOFTWARE AS A SERVICE AGREEMENT**

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware limited liability company and the Marquette Charter Township, Marquette County MI ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

### **SECTION A – SAAS SERVICES**

#### **1. Rights Granted.**

**1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.

**1.2.** Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

**2. Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

**3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

#### **4. Ownership.**

**4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

**5. Limited Software Warranty.**

5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

**7. SaaS Services.**

7.1. BSA's Services are audited at least annually in accordance with the AICPA's Statement on Standards for Attestation Agreements ("SSAE") No. 16, Type 2. BSA has attained, and will maintain, Type II SSAE compliance, or its then current equivalent, for as long as Customer maintains timely payment for SaaS services. Customer may make a written request and, upon execution of a mutually acceptable Non-Disclosure Agreement ("NDA"), BSA will make available a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect, Customer may make an additional written request for BSA to provide the same information.

7.2. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.3. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.4. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster

shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

- 7.5. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.
- 7.6. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.
- 7.7. BSA performs tests of the disaster recovery plan at least annually. Such tests are not specific to individual Customer databases.
- 7.8. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

## **SECTION B – PROFESSIONAL SERVICES**

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.
9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
10. **License and Ownership.**
  - 10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
  - 10.2. Subject to Section 10.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

**11. Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

**12. Limited Professional Services Warranty.**

**12.1.** BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.

**12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

**13. Customer Site Access and Assistance.**

**13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)

**13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

**SECTION C – MAINTENANCE AND SUPPORT**

**14. Maintenance and Support Generally.**

**14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following: (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.

**14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.

**14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous

year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

**14.4.** Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

## **15. Support.**

**15.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

**15.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

**15.3.** Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

**15.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

## **SECTION D – THIRD PARTY PRODUCTS**

### **16. Third Party Products.**

**16.1.** BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

- 16.2.** BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

## **SECTION E – GENERAL TERMS AND CONDITIONS**

### **17. BSA Proprietary Information.**

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF,



OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 19. Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

**Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.

- 20. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

- 21. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.

- 22. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

- 23. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.

- 24. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 25. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 25.1. Termination for Cause.** If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 25.2. Force Majeure.** Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 25.3. Lack of Appropriations.** If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 25.4. Failure to Pay SaaS Fees.** Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 25.5. Convenience.** If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.
- 26. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 27. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 28. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 29. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

**30. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:  
BSA Software  
14965 Abbey Lane  
Bath, MI 48808  
Attn: Contracts Manager  
Telephone: 517-641-8900

If to Customer:  
Marquette Charter Township  
1000 Commerce Dr.  
Marquette, MI 49855  
Telephone: (906) 228-6220

**31. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

**32. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.

**33. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.

**34. Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

**35. Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all

taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.

**36. Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

*Exhibit A – Payment Terms Generally*

*Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees*

*Schedule 2 to Exhibit A – Professional Service Fees*

*Exhibit B – Annual Service and Hosting Fees*

*Exhibit C – Support Call Process*

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below.

**BS&A SOFTWARE, LLC**

**CUSTOMER**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Payment Terms**

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. In the event of a phased implementation approach, where different modules are implemented with separate go-live phases, the SaaS fees, Implementation and Training costs and travel expenses shall be invoiced separately for each separate phase of the project.
4. BSA shall invoice Customer \$16,610 upon Effective Date for one half of BSA's Upgrade Implementation fees plus Project Management/Implementation Planning and Data Conversion fees as set forth in Schedule 2.
5. BSA shall invoice Customer \$17,575 upon activation of Customer's site for use of the BSA Software Product(s) upgraded from BSA's .NET applications. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as Upgrades.
6. BSA shall invoice Customer \$13,200 at completion of Implementation and Training. Such amount equals one half of Upgrade Implementation fees, as set forth in Schedule 2.
7. BSA shall invoice Customer \$3,160 upon activation of Customer's site for use of the BSA Software Product(s) shown as New Purchases. Such amount equals BSA's SaaS Fees as set forth in Schedule 1 and listed as New Purchases.
8. BSA shall invoice Customer \$9,480 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

**Schedule 1 to Exhibit A**

**SaaS Fees**

**Upgrade - Cloud Modules**

**Financial Management**

General Ledger	\$2,320
Accounts Payable	\$1,920
Cash Receipting	\$2,020
Utility Billing ( <i>approximately 1,450 utility accounts</i> )	\$2,015

**Personnel Management**

Payroll	\$3,080
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**Property**

Assessing	\$3,545
Tax	\$2,675

**BS&A Online**

Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor Pay-Per-Hit</i>	\$0
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Subtotal **\$17,575**

**New Purchase - Cloud Modules**

**Financial Management**

Fixed Assets	\$1,720
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**Personnel Management**

Timesheets	\$1,440
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Subtotal **\$3,160**

**Schedule 2 to Exhibit A**

**Professional Services Fees**

**Data Conversions/Database Setup**

Database Setup:

Fixed Assets (Setup of Assets, Entry of Value, Accumulated Depreciation) **\$1,910**

No conversion or database setup to be performed for:

Timesheets

**Upgrade Implementation**

**Services include:**

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption*
- *Project schedule aligned with your processes and needs, ensuring a seamless transition timeline*
- *Expedited upgrade to cloud capturing existing process to minimize demands required of client teams*
- *Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization*
- *Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources*
- *Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted*
- *Preliminary data conversion with attachments, mirroring final conversion for a smooth transition*
- *Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing*
- *Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes*
- *Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Automated scaffolding of users and security roles based on your previous configurations*
- *Conversion of approval workflows based on role-based security, maintaining established processes*
- *As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment*
- *Documentation of our standard processes, facilitating easy access to essential information*
- *Upgrade training*
- *Prioritized response post go-live for 2 weeks from the upgrade team*
- *3 post go-live survey touch points to check-in on post-go live experience*
- *Remote go-live assistance and remote office hours for a successful transition to the cloud-based software*
- *Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost*

**\$26,400**

## New Module Project Management and Implementation Planning

**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$1,500**

## New Module Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

**Services include:**

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		<b>\$2,000</b>
Financial Management Modules	Days:	1		<b>\$1,000</b>
Personnel Management Modules	Days:	3		<b>\$3,000</b>
	Total:	6	Subtotal	<b>\$6,000</b>

Travel Expenses

\$3,480



**EXHIBIT B**

**Annual Service Fees**

*Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."*

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<b>Financial Management</b>	
General Ledger	\$2,320
Accounts Payable	\$1,920
Cash Receipting	\$2,020
Fixed Assets	\$1,720
Utility Billing	\$2,015
<hr/>	
<b>Personnel Management</b>	
Payroll	\$3,080
Timesheets	\$1,440
<hr/>	
<b>Property</b>	
Assessing	\$3,545
Tax	\$2,675
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<b>BS&amp;A Online</b>	
Public Records Search (Pay-Per-Hit)	\$0
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<b>Total Annual Service Fees</b>	<b>\$20,735</b>

## **EXHIBIT C**

### **Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

#### **Customer service requests fall into four main categories:**

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
  - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
  - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
  - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

#### **Remote Support Process**

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.