



## MARQUETTE CHARTER TOWNSHIP

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# MARQUETTE TOWNSHIP BOARD - REGULAR MEETING

TUESDAY, NOVEMBER 1, 2022 - 6:30 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 each)

*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 October 18, 2022, Budget Work Session and Planning Commission Joint Work Session of Minutes of October 26, 2022.
- B. Bills Payable in the amount of \$285,455.08. Checks 162807 to 162844. Note any voided checks.
- C. Received Committee and Other Reports
  - 1. Election Commission Minutes of October 18, 2022
- D. Correspondence not Requiring Board Action
  - 1. Univ of MI CLOSUP Redistricting Survey 10-26-22
  - 2. STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE GAS CUSTOMERS OF SEMCO ENERGY GAS COMPANY CASE NO. U-21294
  - 3. Peter White Library Board Minutes of October 17, 2022

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

### 6. Board Education/Privileged Comment

- A. Library Report

### 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 Proposal from Integris for IT Services
- B. Consider Partner Agreement with "Respect Marquette"/Travel Marquette
- C. Consider 2023 Law Enforcement Contract with MCSO

**9. Assurance of Organizational Performance**

- A. Board - Committee Updates
  - 1. Planning Commission
  - 2. Roads Committee
  - 3. Events Committee

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

**11. Meeting Wrap-up**

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

**12. Adjournment**

**Next Scheduled Meeting Date is November 15, 2022 at 6:30PM.**

**MARQUETTE TOWNSHIP BOARD  
MINUTES**

**TUESDAY, OCTOBER 18, 2022 - 6:30 PM  
MARQUETTE TOWNSHIP COMMUNITY CENTER**

***Call to order:***

Supervisor Durant called the Meeting to Order at 6:30PM.

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  
Pete LaRue, Trustee

Staff present: Jon Kangas, Township Manager  
Roger Zappa, Township Attorney  
Lenny Bodenus, Superintendent of Public Works (Teleconference)  
Dan Shanahan, Township Fire Chief

Committee Members

Present: None

***Public Comment (3 minutes each):***

None

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

None

***Consent Agenda:***

Approval of Work Session Minutes of September 29, and October 11, and the Regular Meeting Minutes of October 4, 2022.

Bills Payable in the amount of \$158,183.81. Checks 162741 to 162806. Note any voided checks

Received Committee and Other Reports

Correspondence not Requiring Board Action

MCSWMA 10-19-22 meeting packet

Peter White Public Library Board Minutes of September 27, 2022

Financial Reports

September 2022 Financial Report

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

**Motion – Trustee Markes**

**Second – Treasurer Johnson**

**Carried (7-0)**

***Approval of the Agenda:***

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

**Motion – Clerk Ritari**

**Second – Trustee LaRue**

**Carried (7-0)**

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

D/Lt. Tim Sholander Upper Peninsula Substance Enforcement Team (UPSET) and 2021 Annual Report

Tim Sholander, UPSET, gave a brief presentation

Staff Reports

Fire Department September 2022 Report

Chief Shanahan, presented his report.

**MOTION: To allocate the remaining township ARPA Money for the purpose of purchasing a new Ambulance.**

**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 LaRue - Aye**

**Carried (7-0)**

Public Works Report

Superintendent Bodenus, presented his report.

Attorney Report

Attorney Zappa, presented his report.

***Community Linkage :***

None

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

Schedule Budget Work Session-General Fund

**MOTION: To schedule a Budget Work Session for Fire and General Fund wrap-up on October 26, 2022 at 3:00PM.**

**Motion – Clerk Ritari**

**Second – Trustee Everson**

**Carried (7-0)**

Center Street Generator Bid Award

(Background from Superintendent Bodenus)

**MOTION: To award the Center Street generator bid as the lowest responsive bidder to Jesse Wright for \$89,000.00.**

**Motion – Treasurer Johnson**

**Second – Clerk Ritari**

**Carried (7-0)**

Consider Paving Quote

(Background from Superintendent Bodenus)

**MOTION: Authorize the Supervisor to sign the quote from Superior Paving for the not to exceed amount of \$10, 350.00.**

**Motion – Clerk Ritari**

**Second –Trustee Markes**

**Carried (7-0)**

Wastewater Treatment Plant Advisory Board - Appointments

(Background from Supervisor Durant)

**MOTION: To appoint Superintendent Lenny Bodenus as Marquette Township's representative on the Marquette Wastewater Treatment Advisory Board for a (3) three year term ending on 9/30/2025, and appoint Manager Jon Kangas as Marquette Township's alternate to the Marquette Wastewater Treatment Advisory Board for a (3) three year term ending on 9/30/2025.**

**Motion –Supervisor Durant**

**Second –Treasurer Johnson**

**Carried (7-0)**

Consider 2023 CIP

Informational Item, needs to be updated and added to a future agenda.

Consider 2023 Contract for Police Services

(Background from Manager Kangas)

**MOTION: To move this item to the next regular meeting Agenda.**

**Motion – Clerk Ritari**

**Second – Trustee Everson**

**Carried (7-0)**

Consider One-time Funding for Christmas Tree Sustainability Improvements

(Background from Manager Kangas)

**MOTION: To approve one time funding not to exceed \$3000.00 for the Christmas Tree Sustainability Improvements.**

**Motion – Treasurer Johnson**

**Second – Trustee Markes**

**Carried (7-0)**

***Assurance of Organizational Performance:***

Board - Committee Updates

Planning Commission Report

No Report - the last meeting was cancelled.

Recreation Committee Report

No Report - the last meeting was cancelled.

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

None

***Meeting Wrap-up:***

Announcements

Clerk Ritari, gave some important election information.

Trustee Winslow, reminded everyone about the senior gathering tomorrow at 1pm.

Manager's Report

Manager Kangas, presented his written report, which covered DDA Open House Reminder, Lions Field Tri-Party Agreement, Forestville By-Pass Road, and Events Committee information.

**MOTION: To direct Township Staff to work with the Marquette County Road Commission to develop alternates for the transportation network in the Forestville Area.**

**Motion – Supervisor Durant**

**Second – Clerk Ritari**

**Carried (7-0)**

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

Revised Sheriff's Contract

Board Member Comment

Treasurer Johnson, commented about the Budget approval process for the rest of the year.

***Adjournment:***

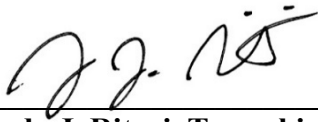
**MOTION: To Adjourn the meeting.**

**Motion –Trustee Everson**

**Second – Clerk Ritari**

**Carried (7-0)**

Supervisor Durant adjourned the meeting at 8:47PM.



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**Randy J. Ritari, Township Clerk**

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**Lyn J. Durant, Township Supervisor**



# MARQUETTE TOWNSHIP BUDGET WORK SESSION MINUTES

WEDNESDAY, OCTOBER 26, 2022 - 3:00 PM  
MARQUETTE TOWNSHIP COMMUNITY CENTER

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

Supervisor Durant called the Work Session to Order at 3:03PM.

## **Roll Call**

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

Staff present: Jon Kangas, Township Manager  
Dan Shanahan, Township Fire Chief  
Rob Cochran, Township Asst. Fire Chief  
Kim Clark, Township Accountant/Asst. Clerk

## Committee Members

Present: None

## ***Public Comment (3 minutes each):***

None

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

None

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

### **Discussion on the FY2023 Fire/General Fund Budget.**

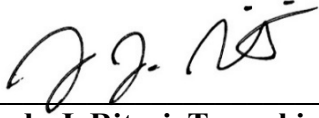
Various Board Discussion on the Fire Department Budget and wrapped up the General Fund.

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

None

***Adjournment:***

Supervisor Durant adjourned the meeting at 5:17PM.



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**Randy J. Ritari, Township Clerk**

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**Lyn J. Durant, Township Supervisor**

# MARQUETTE TOWNSHIP JOINT WORK SESSION WITH THE PLANNING COMMISSION MINUTES

WEDNESDAY, OCTOBER 26, 2022 - 5:30 PM  
MARQUETTE TOWNSHIP COMMUNITY CENTER

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

Supervisor Durant called the Joint Work Session to Order at 5:40PM.

## Roll Call

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

Staff present: Jon Kangas, Township Manager  
Jason McCarthy, Township Planner/Zoning Administrator  
Erik Powers, Township Staff Planner

## Committee Members

Present: Township Planning Commission

## ***Public Comment (3 minutes each):***

None

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

None

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

### Information exchange between the Township Board and the Township Planning Commission.

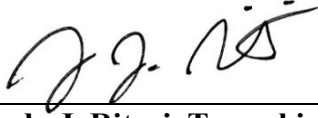
Various Board Discussion with the Township Planning Commission exchanging information about current projects.

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

None

***Adjournment:***

Supervisor Durant adjourned the meeting at 6:50PM.



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**Randy J. Ritari, Township Clerk**

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**Lyn J. Durant, Township Supervisor**

**BILLS PAYABLE SUMMARY**  
**11/1/22**

1	10/20/22	Payroll-BiWeekly	\$36,402.44
2	10/25/22	Accounts Payable - Exempt	45,284.31
3	10/26/22	Accounts Payable - Exempt	18,804.89
4	10/31/22	Payroll-Monthly	4,104.57
5	11/1/22	For Board Approval	<u>180,858.87</u>

Total \$285,455.08

General Fund	\$35,779.62
Fire Fund	12,420.94
Twp. Improvements Fund	0.00
Wastewater Fund	108,188.69
Library Fund	0.00
Stormwater Fund	2,529.50
Water Fund	100,765.17
Water Restricted Fund	0.00
Solid Waste Fund	21,815.44
Trust and Agency Fund	<u>3,955.72</u>

Total Disbursements \$285,455.08

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK NO.	DATE	EMPLOYEE	DESCRIPTION	AMOUNT
DD6744 to DD6764	10/20/22	Various	Payroll - Biweekly	36,402.44
Total Checks (21)				<u>36,402.44</u>

Voided  
Checks

None

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK	DATE	VENDOR NAME	DESCRIPTION	ACCOUNTS	AMOUNT
162807	10/25/22	Blue Cross Blue Shield	November Health Insurance	101-299.000-716.000	1,186.37
				590-575.000-716.000	1,683.47
				591-568.000-716.000	1,683.47
				591-569.W00-716.000	1,922.96
162808	10/25/22	Blue Cross Blue Shield	November Health Insurance	701-000.000-231.000	1,886.09
				101-257.000-716.000	555.83
				101-721.000-716.000	1,790.51
				206-337.000-716.000	2,390.44
162809	10/25/22	Board of Light and Power	September Electricity	101-172.000-716.000	2,109.46
				701-000.000-231.000	1,601.15
				591-567.CR0-923.000	114.52
				590-582.000-923.000	1,171.74
				591-569.C00-923.000	88.46
				206-265.000-923.000	702.71
				591-569.W00-923.000	3,643.85
				101-756.000-923.000	186.21
				101-265.000-923.000	696.07
				591-580.000-923.000	433.59
				590-580.000-923.000	433.59
				591-569.N00-923.000	131.78
				591-570.000-923.000	120.32
				101-448.000-923.000	3,172.69
162813	10/25/22	Charter Communications	Public Works Facility Cable, Internet, Phone	590-580.000-850.000	186.29
				591-580.000-850.000	186.29
162814	10/25/22	City of Marquette	September 2022 Wastewater	590-579.000-922.000	13,958.46
162815	10/25/22	John Cabelo	October Camera Operator	101-101.000-801.000	90.00
162816	10/25/22	Purchase Power	Postage	101-299.000-940.030	1,005.00
162817	10/25/22	Semcoenergy Gas Company	Various Natural Gas	101-756.000-924.000	16.51
				590-582.000-924.000	55.74
				101-265.000-750.000	87.92
				590-578.000-750.000	212.10
				591-578.000-750.000	212.10
				590-580.000-726.000	8.21
162818	10/25/22	Unifirst Corporation	Mats & Uniforms	591-580.000-726.000	8.21
				101-265.000-726.000	80.65
				101-299.000-716.000	361.23
				590-575.000-716.000	538.06
162819	10/25/22	United Group Inc	GAP Insurance	591-568.000-716.000	538.06
				206-340.000-850.000	34.20
162820	10/25/22	Verizon Wireless	FD Vehicle Phone		
				Total Checks (14)	<u>45,284.31</u>
Voided Checks					
162810					
162811					
162812					

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK	DATE	VENDOR NAME	DESCRIPTION	ACCOUNTS	AMOUNT
162821	10/26/22	Mqt City Solid Waste Mgmt	September Landfill	596-526.000-816.000	5,834.34
				596-526.000-816.010	12,970.55

Total Checks (1)

18,804.89

Voided  
Checks



CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK NO.	DATE	EMPLOYEE	DESCRIPTION	AMOUNT
162842 to 162844	10/31/22	Various	Payroll - Monthly	4,104.57
DD6765 to DD6772				
		Total Checks (11)		<u>4,104.57</u>

Voided  
Checks

None

CHECK REGISTER REPORT  
INCREDIBLE BANK

CHECK NO.	DATE	VENDOR NAME	DESCRIPTION	ACCOUNTS	AMOUNT
162822	11/1/22	AFLAC	Payroll Deduction	701-000.000-231.000	468.48
162823	11/1/22	Airgas	FD Cylinder Lease Renewal	206-339.000-726.000	180.00
162824	11/1/22	Andra Ziems	August & September 2022 Mileage	101-253.000-860.000	93.50
162825	11/1/22	Associated Contractors	Concrete Grinder Tank Base	590-583.000-930.000	314.88
162826	11/1/22	BS&A	Tax System Support 11-1-22 to 10-31-23	101-253.000-810.000	68.40
				101-257.000-810.000	68.40
				101-000.000-123.000	684.20
162827	11/1/22	Crossroads Truck	#2174 PP Valve	206-340.000-930.000	135.00
162828	11/1/22	Erik Powers	Reimburse MAP Conference Meals	101-721.000-860.000	81.53
162829	11/1/22	ETNA Supply	Descaler Tool; Srv Line Rounder	591-572.000-930.000	120.00
				591-570.000-930.000	145.00
162830	11/1/22	Hall Contracting	PW Facility Structural Improvement	590-000.000-136.060	83,241.87
				591-000.000-136.060	83,241.88
162831	11/1/22	Menards	Batteries;FD Supplies;10M Spreader;Backhoe Oil Change Supp;	101-756.000-726.000	5.98
			Rink Supplies	590-578.000-930.000	117.05
				591-578.000-930.000	117.05
				206-265.000-726.000	15.81
				590-580.000-930.000	7.17
				591-580.000-930.000	7.17
				206-339.000-726.000	98.06
				101-265.000-726.000	284.12
162833	11/1/22	Midway Rentals	Air Compressor Rental	101-265.000-930.000	171.60
162834	11/1/22	Municipal Emergency Services	Thermal Imaging Cameras (2)	206-339.000-726.000	1,087.98
162835	11/1/22	NAPA Auto Parts	#2172 Blister Pack Capsules;DPW #141 Truck Backup Lights	590-578.000-930.000	51.87
			Backhoe Vac Oil Filters	591-578.000-930.000	51.87
				206-340.000-930.000	21.98
162836	11/1/22	North Counrty Disposal	Extra Containers 10-5-22 & Overflow	596-528.000-880.000	2,375.00
162837	11/1/22	Quill	Office Supplies; FD Ink Cartridge	101-299.000-726.000	333.40
				206-337.000-726.000	65.69
162838	11/1/22	State of Michigan	MDOT 00824 - MNRTF	101-903.000-970.756	1,300.93
162839	11/1/22	U.P. Energy Systems	Firehall Backup Generator Service Repair	206-265.000-930.000	2,126.00
162840	11/1/22	U.P. Engineers & Architects	Project 02162 Stormwater NPS Grant	555-558.000-801.000	2,529.50
			Project 19239 DPW Roof	590-580.000-801.000	186.25
			Project 00148 Center Street Generator	591-580.000-801.000	186.25
				590-582.000-801.000	731.00
162841	11/1/22	White Water Associates	Water Samples	591-569.W00-801.000	144.00
			Total Checks (20)		<u>180,858.87</u>

Voided  
Checks

162832

**MARQUETTE TOWNSHIP ELECTION COMMISSION  
MINUTES**

**TUESDAY, OCTOBER 18, 2022 - 6:15 PM  
MARQUETTE TOWNSHIP COMMUNITY CENTER**

***Call to order:***

Clerk Ritari called the Meeting to Order at 6:15PM.

Roll Call

Members present: Randy Ritari, Clerk  
Dan Everson, Trustee  
John Markes, Trustee

Staff present: None

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

None

***Approval of the Agenda:***

**MOTION: To approve the Agenda as presented.**

**Motion – Trustee Markes**

**Second – Trustee Everson**

**Carried (3-0)**

***Unfinished Business:***

Approve Draft Minutes of July 5, 2022 Election Commission Meeting

**MOTION: To approve the Draft Minutes of July 5, 2022 Election Commission Meeting.**

**Motion – Trustee Everson**

**Second – Trustee Markes**

**Carried (3-0)**

***New Business:***

Appoint Election Inspectors for the November 8, 2022 General Election, and authorize the Township Clerk to add any additional inspectors that are qualified in an emergency use authorization.

**Precinct #1**

John Cebalo X  
Mary Beth Coolman X  
William Truscott  
Dianna Truscott  
Justin Aboussleman  
Susan Madden

**Precinct #2**

Marcia DeFant  
**Mary Beals** X  
Pauline Popko  
**John Marier** X  
Ernest Johnson  
Jack Deneau

**AVCB**

Adeline Beauchaine X  
**Lois Stonehouse** X  
Debra Bengry  
Linda Winslow  
Kim Clark

X=Co-Chair

**Bold = Receiving Board**

**MOTION: Appoint the listed Election Inspectors for the November 8, 2022 Election, and Authorize the Clerk to add any other emergency Election Inspectors if needed.**

**Motion – Trustee Markes**

**Second – Trustee Everson**

**Carried (3-0)**

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

None

***Adjournment:***

**MOTION: To Adjourn the meeting.**

**Motion – Trustee Everson**

**Second – Trustee Markes**

**Carried (3-0)**

Clerk Ritari adjourned the meeting at 6:17PM.

Natalie Fitzpatrick - [nfitzpat@umich.edu](mailto:nfitzpat@umich.edu)

MI local government leaders' views on redistricting, a policy brief from the Spring 2022 MI Public Policy Survey (MPPS)

10/26/22

Dear Supervisor Durant,

Below is a link to a new 4-page policy brief from the University of Michigan's Center for Local, State, and Urban Policy (CLOSUP) presenting the opinions of Michigan local government leaders like you on Michigan's new approach to electoral redistricting and the performance of the Michigan Independent Citizens Redistricting Commission (MICRC).

The brief is based on responses from 1,327 Michigan jurisdictions (counties, cities, townships, and villages), and the key findings are summarized below.

The policy brief is available online at: [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_myumi.ch\\_V7JRg&d=DwIFAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpnVfiiMM&r=IQMlyjyX8pNQ3ggAcjS\\_lucfrWW9vnrkbbcaWjr1WM8&m=rv6TKTYUu8tFRiKAuSaY74u9j1Q\\_4HmOYvcAMHeqGmo&s=Kof9i-RHQwaOPTflkVC4ofouK4SB4zjN3gyxhiJXMzQ&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A_myumi.ch_V7JRg&d=DwIFAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=IQMlyjyX8pNQ3ggAcjS_lucfrWW9vnrkbbcaWjr1WM8&m=rv6TKTYUu8tFRiKAuSaY74u9j1Q_4HmOYvcAMHeqGmo&s=Kof9i-RHQwaOPTflkVC4ofouK4SB4zjN3gyxhiJXMzQ&e=)

You can read or download the report from the website, or if you contact us here at CLOSUP ([closup-mpps@umich.edu](mailto:closup-mpps@umich.edu)), we would be happy to email you a .pdf version.

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#### Key Findings:

Statewide, 81% of local government leaders paid at least some attention to the MICRC's work in redrawing the state's electoral maps, while 13% paid no attention at all (or were completely unfamiliar with the MICRC).

Among those who paid at least some attention, 24% are satisfied with the MICRC's process overall and 22% are dissatisfied. Meanwhile, a third (33%) are neutral—neither satisfied nor dissatisfied—and another 20% are unsure.

Local government leaders who paid attention to the MICRC are more likely to be critical than complimentary of the Commission's performance on a variety of elements such as public engagement opportunities, valuing public input, ensuring no unfair advantage for political parties or particular candidates, and more.

Back in 2010, 60% of local leaders favored the concept of an independent commission and only 11% opposed it. This year, after the redistricting process was complete and new maps had been adopted,

39% now say the MICRC is a better approach to redistricting than having the Michigan Legislature draw the lines, while 19% say it is a worse approach, and 29% say it is neither better nor worse.

Among local officials, preference for the MICRC over the Legislature for drawing electoral districts has become more strongly associated with partisan identification over time.

And comparing with data from Michigan State University's State of the State Survey, Republican residents of Michigan are more critical of the MICRC approach than are Republican local leaders, while residents who are Independents and Democrats are more supportive of the MICRC than are Democratic local leaders.

More detailed information is available in the report itself.

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The CLOSUP website provides detailed, easy-to-read tables of the data collected in all of the MPPS surveys, including Spring 2022. The data are broken down by jurisdiction type, population size, region of the state, and urban-rural categorization. These easy-to-read tables allow quick analysis for a wide range of issues and can be found at:

[https://urldefense.proofpoint.com/v2/url?u=https-3A\\_myumi.ch\\_ggwR0&d=DwIFAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_Cdp gnVfiiMM&r=IQMlyjyX8pNQ3ggAcjS\\_lucfrWW9vnrkbbcaWjr1WM8&m=rv6TKTYUu8+FRi kAuSaY74u9j1Q\\_4HmOYvcAMHeqGmo&s=uSj77y4sEiRPQLuHgvh4YwzRDzERihggHKxxkMkPzLk&e=](https://urldefense.proofpoint.com/v2/url?u=https-3A_myumi.ch_ggwR0&d=DwIFAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=IQMlyjyX8pNQ3ggAcjS_lucfrWW9vnrkbbcaWjr1WM8&m=rv6TKTYUu8+FRi kAuSaY74u9j1Q_4HmOYvcAMHeqGmo&s=uSj77y4sEiRPQLuHgvh4YwzRDzERihggHKxxkMkPzLk&e=)

CLOSUP is eager to answer any questions you may have and to help you interpret the MPPS survey data. We would also be able to produce customized data tables for different groupings of local governments, such as responses for all jurisdictions within a particular county. Our goal is to help inform the policymaking process in Michigan at all levels.

The MPPS is conducted by CLOSUP in partnership with the Michigan Association of Counties, Michigan Municipal League, and Michigan Townships Association. The survey program is unique in the country as the only ongoing survey targeted at every unit of general purpose local government across an entire state.

For more information, contact MPPS staff by email at [closup-mpps@umich.edu](mailto:closup-mpps@umich.edu) or by phone at 734-647-4091. More information is also available on the CLOSUP website at:

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_closup.umich.edu&d=DwIFAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_Cdp gnVfiiMM&r=IQMlyjyX8pNQ3ggAcjS\\_lucfrWW9vnrkbbcaWjr1WM8&m=rv6TKTYUu8+FRi kAuSaY74u9j1Q\\_4HmOYvcAMHeqGmo&s=qHjUAGYHLtqZLbU\\_WRDEpM5YPn2UW7-kRF0a1To6REg&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A_closup.umich.edu&d=DwIFAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=IQMlyjyX8pNQ3ggAcjS_lucfrWW9vnrkbbcaWjr1WM8&m=rv6TKTYUu8+FRi kAuSaY74u9j1Q_4HmOYvcAMHeqGmo&s=qHjUAGYHLtqZLbU_WRDEpM5YPn2UW7-kRF0a1To6REg&e=). Follow CLOSUP on Twitter @closup.

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
SEMCO ENERGY GAS COMPANY  
CASE NO. U-21294**

- SEMCO Energy Gas Company requests Michigan Public Service Commission’s approval for accounting approval of depreciation rates.
- The information below describes how a person may participate in this case.
- You may call or write SEMCO Energy Gas Company, 1411 3rd St., Suite A, Port Huron, MI 48060, 800-624-2019 for a free copy of its application. Any person may review the documents at the offices of SEMCO Energy Gas Company or on the Commission’s website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME:      Wednesday, November 9, 2022 at 9:30 AM**

**BEFORE:         Administrative Law Judge Jonathan Thoits**

**LOCATION:        Video/Teleconferencing**

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider SEMCO Energy Gas Company’s (SEMCO Gas) September 30, 2022 application requesting the Commission to approve its proposed depreciation rates that would result in an increase of \$334,564 in depreciation expense as compared to its current rates, and effective for financial purposes concurrent with the implementation of new base tariff rates established by Commission order in SEMCO Gas’s next general rate case; and grant SEMCO Gas such other and further relief.

All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by November 2, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon SEMCO Energy Gas Company's attorney, Sherri A. Wellman, One Michigan Ave., Ste. 900, Lansing, MI 48933.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21294**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.



**Board of Trustees of the Peter White Public Library  
Regular Board Meeting  
Minutes  
Monday, October 17, 2022**

A regular meeting of the Board of Trustees of the Peter White Public Library was held on Monday, October 17, 2022 in the George Shiras III Room of the Peter White Public Library. The meeting was called to order by President Anne Donohue at 5:01PM.

**Members Present:** Anne Donohue, President; Steve Schmunk, Secretary; Suzanne Williams, Member. Lori Nelson, Member, joined at 5:05PM.

**Library Staff Present:** Andrea Ingmire, Library Director; Bruce MacDonald, Assistant Director/IT Head; Heather Steltenpohl, Development Director; Ann Richmond Garrett, Administrative Assistant; Jamie Goodwin, Finance Director; Sarah Rehborg, Youth Services Department Head. Amy Salminen, Adult Services Department Head, joined at 5:29PM.

**TAC Representatives Present:** Tom Bronken, Marquette Township.

**Others present (online):** Carol Steinhaus, Board Member; Peggy Jensen, West Branch Township via Zoom.

**The Agenda** was approved on a motion by Schmunk and seconded by Williams. The motion is approved 3-0.

**The Minutes** of the September 27, 2022 Board Meeting were approved on a motion by Williams and seconded by Schmunk. The motion is approved 3-0.

**Special Presentation – Sarah Rehborg, Youth Services Department Head.**

Rehborg presented the staff and responsibilities of the Youth Services Department. All YS staff rotate at service desks and work on programs throughout the week, in addition to contributing to newsletter content, outreach, and materials. Rehborg summarized changes and activities in Youth Services that have taken place since Fall of 2021, as we focused on the return to in-person programs, including: tracking of patron foot traffic, school visits & classroom educator cards, seasonal reading programs, and current & future programming.

**Public Comment:** None

**TAC Report: Peggy Jensen, West Branch Township.**

The library millage is on the ballot for November. Their current tax-assessor contract was approved for another four years. There has been interest in installing a security camera to observe the ballot and tax paying box in the lobby City Hall. There has been discussion of a road millage for the township, to pay for improvements on roads that are not covered by the county. Interviews are underway for someone to assist in updating the Township Master Plan. There was leftover pandemic-aid money intended for completion of a basketball court, but there have been a few roadblocks in construction; the money will be used to improve recreation building instead.

**Financial Reports – including Approval of the Bills:** Goodwin addressed questions and comments related to the bills and financial reports. We are still waiting on the City to sign off

on the Amended Budget. Insurance underwriters have changed, which resulted in a savings for the library. A motion was brought by Schmunk and seconded by Williams to approve the bills for September 2022, in the amount of \$207,714.50. The motion is approved 4-0.

**Board Action Items:**

- a) **Carroll Paul Trust Budget FY22/23-** On a motion by Nelson and seconded by Schmunk The Peter White Public Library Board of Trustees move to approve The Carroll Paul Trust Budget FY22/23 as presented. The motion passed 4-0.
- b) **FY22/23 Budget adjustments-** On a motion by Nelson and seconded by Williams The Peter White Public Library Board of Trustees move to approve the FY22/2 Budget Adjustments as presented. The motion passed 4-0.
- c) **Holidays 2023-** On a motion by Schmunk and seconded by Nelson, The Peter White Public Library Board of Trustees move to approve the 2023 Holiday Schedule as amended. The motion passed 4-0.
- d) **Board Meeting Dates 2023 –** On a motion by Nelson and seconded Williams The Peter White Public Library Board of Trustees move to adopt the 2023 Board Meeting Schedule as presented. The motion passed 4-0.
- e) **GOV – 6 Board By- Laws-** On a motion by Williams and seconded by Nelson The Board of Trustees of the Peter White Public Library move to eliminate the GOV 6.1 Rules for Public Participation from the PWPL policy manual. Information regarding public participation will be included in the GOV – 6 By-laws document. The motion passed 4-0.
- f) **Infant at Work Policy –**No action taken on this agenda item. This policy will not be proposed for future development. PWPL will rely on existing policies to accommodate and support staff members with children.

**Public Comment:** Steinhaus requested the wording in the By-Laws when it comes to rescheduling meetings be changed.

**Old Business:** None

**New Business/Board Member Comment:** National Friends of Libraries week was acknowledged; Steltenpohl reported that our own Friends Group raised over \$42,000 this year.

**Trustee Manual:** Review of Chapter 3, 2021 Edition.

**Standing Reports:**

**Correspondence:** A message from an individual who was unhappy with the interactions between PWPL and MCGS was presented.

**Adjournment:** Nelson made motion to adjourn, seconded by Schmunk. The motion was approved 4-0. The meeting adjourned at 6:27PM.

Respectfully submitted,

Steve Schmunk  
Secretary

Upcoming meetings: November 15, 2022  
Upcoming TAC meeting: December 7, 2022



## MARQUETTE CHARTER TOWNSHIP

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

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### Board Action Item

**Board Meeting Date:** November 1, 2022  
**Agenda Item #:** 8.A.  
**Proposal:** Consider Proposal from Intergris for IT Services  
**Presented by:** Manager Kangas/Supervisor Durant

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#### Background:

The Township has looked for alternative sources for IT services and feel that this provider meets the needs of the Township.

**Attachments:** 1. Intergris

**Cost:** \$ Up From Cost will be \$9,400.00 and Monthly Service after the initial cost will be \$3,402.00, for a 36 Month Term.

**Budget Account:** General Fund, and spread amongst the accounts that utilize the services

#### Recommended motion:

Authorize the Township Manager to enter into a 36-month agreement with Intergris with the initial upfront cost of \$9,400.00 and monthly service cost of \$3,402.00.

#### Mission Statement:

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





**Prepared For**  
 Marquette Township  
 Jon Kangas  
  
 1000 Commerce Drive  
 Marquette, MI 49855  
 United States

**Prepared By**  
 Adam Simonsen  
 asimonsen@compudyne.com  
 Direct(906) 662-0091  
 Marquette, MI 49855

**Quote Number**  
 COMQ47410

**Expiration Date**

Description	Qty	Price	Ext.	Rec. w/ Tax
<b>36 MONTH TERM</b>				
<b>Main: 1000 Commerce Drive Marquette, Michigan 49855</b>				
<b>CLOUD SERVICES</b>				
NEW: BACKUP PRO - PROTECTED SERVER LICENSE	3	\$19.00	\$57.00	\$57.00
NEW: BACKUP PRO (ON-PREMISES) PER GB	15,000	\$0.06	\$900.00	\$900.00
NEW: ENDPOINT DETECTION AND RESPONSE (EDR)	20	\$7.00	\$140.00	\$140.00
NEW: WEB SECURITY PRO, FILTERING, & REPORTING	20	\$3.50	\$70.00	\$70.00
<b>MANAGED SERVICES</b>				
NEW: MULTIFACTOR AUTHENTICATION SERVICE - INTEGRATION	2	\$40.00	\$80.00	\$80.00
NEW: MULTIFACTOR AUTHENTICATION SERVICE - USERS	20	\$4.75	\$95.00	\$95.00
NEW: EDGE PRO (PER USER) (MICHIGAN)	20	\$85.00	\$1,700.00	\$1,700.00
<b>NETWORK SERVICES</b>				
NEW: MANAGED FIREWALL- BRANCH LARGE	1	\$200.00	\$200.00	\$200.00
<b>STRATEGIC SERVICES</b>				
NEW: SECURITY & AWARENESS TRAINING (MONTHLY)	20	\$8.00	\$160.00	\$160.00
<b>Non-Recurring Services</b>				
<b>PROJECT MANAGEMENT</b>				
NEW: ESTIMATED PROJECT LABOR INCLUDES ESTIMATED TIME AND MATERIAL, AT STANDARD RATES, AS WELL AS PROJECT MANAGEMENT TO COMPLETE THIS PROJECT. ANY AFTER HOURS WORK WILL BE INVOICED AT THE AFTER HOURS RATE.	1	\$5,600.00	\$5,600.00	

Description	Qty	Price	Ext.	Rec. w/ Tax
<b>Provisioning</b>				
MANAGED SERVICES PROVISIONING	1	\$300.00	\$300.00	
CLOUD SERVICES PROVISIONING	1	\$2,700.00	\$2,700.00	
NETWORK SERVICES PROVISIONING	1	\$800.00	\$800.00	
Non-Recurring (one-time) Total				Amount
Subtotal			\$9,400.00	
Shipping			\$0.00	
Tax			\$0.00	
<b>Total</b>			<b>\$9,400.00</b>	

Recurring Totals	
Billed Monthly With Tax	\$3,402.00
Billed Quarterly	\$0.00
Billed Yearly	\$0.00

Documentation that defines the services for this quote: <https://products.compudyne.com/?q=COMQ47410>

Documentation that defines terms and conditions : <https://cdyne.co/termsandconditions>

This Service Order shall be binding as of the latter-dated signature below. The term of this Service Order, as set forth above in the "Service Details" section (the "Term"), shall commence on the date Customer's ordered Services are available for use by Customer (the "Service Commencement Date ")



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www.marquettetownship.org

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### Board Action Item

**Board Meeting Date:** November 1, 2022  
**Agenda Item #:** 8.B.  
**Proposal:** Consider joining Travel Marquette's "Respect Marquette" coalition.  
**Presented by:** Supervisor Lyn Durant

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#### Background:

Travel Marquette has joined forces with Colorado-based Leave No Trace Center for Outdoor Ethics. As a result, they are looking for local partners from across the county, state, trail organizations, economic developers, etc. The purpose is to build community partnerships that address impacts and issues relating to environmental, social and economic sustainability, to respect the local culture and natural resources of Marquette County. Educating our residents, businesses and visitors about the importance of protecting and respecting our trails, mountains, lakes, rivers, indigenous and all assets, is of primary importance to the local and world-wide organizations. Informational and educational materials are available for the township to share with our residents, businesses and visitors about keeping our community safe for all of us to use. As this project is in its infancy, its development is looking for our support as well as input. I attended the second of two meetings and a wide variety of interests were represented, from non-profits, the university, businesses, educators; at my meeting I was the only public official, although city and county members attended the first meeting. The second group suggested having 3-4 meetings a year and organizing focus groups to continue the efforts to expand educational opportunities for the public. Materials and videos/photos will be provided to us at no cost.

**Attachments:**

1. Respect Marquette Partner Agreement
2. Respect Marquette flyer

**Cost:** \$ \$ -0-

**Budget Account:** None

#### Recommended motion:

Sign the Respect Marquette Partner Agreement with Travel Marquette to join them in the efforts to educate and inform our residents and visitors how to protect our trails, recreation areas, waterways and animals in Marquette County and beyond.

#### Mission Statement:

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





## Respect Marquette Partner Agreement

Respect Marquette is a coalition that is comprised of partners from across the county; including the state, community and economic development, trails organizations, and many more. This coalition, made in partnership with Leave No Trace, reflects Travel Marquette's strategic plan: to build strong community partnerships that can work to address impacts and issues relating to environmental, social, and economic sustainability. We aim to inspire locals and visitors alike to respect the local culture and natural resources of Marquette County.

Respect Marquette and its affiliated organizations occupy the ancestral and present-day homelands of the Anishinaabeg, who are made up of the Ojibwe, Odawa, and Potawatomi nations. Marquette County specifically, falls within the ceded territories of the Treaties of 1842 and 1836 between the United States government and the Ojibwe bands in which they retained the right to hunt, fish, gather, and other usual privileges of occupancy within these territories. We recognize that Anishinaabe people that have inhabited this land for time immemorial, have continued to sustainably practice their rights, and continue to exercise forms of recreation. We recognize and commend the Anishinaabe and other Indigenous peoples for their knowledge on how to care for this land and recreate within it sustainably. We hope to continue to cooperatively care for this land. (Written by Bazile Panek, Red Cliff Band of Lake Superior Chippewa Indians, Tribal Climate Adaptation Menu Coordinator at GLIFWC)

As a partner of the Respect Marquette Coalition I agree to promote the Respect Marquette Seven Leave No Trace Principles and do my best to ensure that my organization stays aligned with its value-based guidelines. \*





I understand that Travel Marquette will put out educational and informative content, and in order to help spread awareness to locals and visitors, I agree as a Respect Marquette Coalition Partner to help share that information as best as I can. \*

I understand that any digital content or graphics that Travel Marquette creates and shares with my organization cannot be edited, changed, or altered in any way without prior permission from Travel Marquette. \*

I agree to follow the Respect Marquette and Leave No Trace Brand Guides \*

I agree to the Terms and Conditions for sublicensing the Leave No Trace brand through the Leave No Trace Travel Marquette partnership. \*

I understand that as a Respect Marquette Coalition Partner I will be expected to attend quarterly meetings to discuss current and future initiatives with other coalition partners. \*

Organization \*

Signature of Representative Partner \*

Clear

Printed Name of Representative Partner \*



Date \*

Date

 Preview PDF

Submit





## **Respect Marquette-Leave No Trace Toolkit Brand Guidelines**

The goal of this guide is to establish a clear, consistent and universal identity for the Leave No Trace initiative produced through the Travel Marquette and Leave No Trace partnership. This guide further serves to inform the Respect Marquette's third-party partners about proper use of the Respect Marquette logo, Travel Marquette-Leave No Trace logo lock-up and Seven Principles as well as other elements created through the partnership.

### **Third-Party Partners**

"Third Party Partner" means any person, group, organization, or corporate entity that is not the Travel Marquette and Leave No Trace. These partners must complete a sublicensing agreement, as well as adhere to all brand standards discussed in this guide. If third-party partners wish to use standard Leave No Trace logo or any Leave No Trace language messaging beyond the locally-tailored messaging, this must be done in direct conjunction with the Leave No Trace organization.

### **The Travel-Marquette-Leave No Trace Logo lock-up and Respect Marquette logo**

- A key element of the Travel Marquette-Leave No Trace partnership is the creation of a logo lock-up and the Respect Marquette logo. This logo lock-up may not be altered in any way by third-party partners, which includes changing the color, changing or adding words on the logos, removing a logo or distorting the image.
- These elements are used in conjunction with any of the messaging and toolkit collateral created through the partnership.
- Third-party partners may not remove the Respect Marquette logo or Travel Marquette-Leave No Trace logo lock-up from any of the toolkit collateral.

### **Respect Marquette Leave No Trace Principles**

- Third party partners are welcome and encouraged to use principles created through the partnership on websites, social media, newsletters, brochures and other print collateral. These partners may not alter the text of the principles created through the partnership.

- These principles must always be accompanied by the name Leave No Trace, the Travel Marquette-Leave No Trace logo lock-up, the Respect Marquette logo and the following copyright ©Leave No Trace: [www.LNT.org](http://www.LNT.org). This applies to the use of *any* of the principles, even if not each of the seven principles are being used together.
- Third party partners may remove or add language to make these principles feel more relevant to their destination within the region. Any changes must be approved by Travel Marquette and the Leave No Trace organization.

### **Respect Marquette Leave No Trace Seven Principles Posters and Ad**

- Third-party partners may not alter the design of the Seven Principles poster. This includes, adding or removing text, changing the colors of the art, or removing the Travel Marquette-Leave No Trace logo lock up.
- The Respect Marquette Leave No Trace Seven Principles poster design may also be used digitally for resources such as maps, brochures, visitor guides, ads and more with approval from Travel Marquette and Leave No Trace.

### **Use of Social Media Posts**

- Leave No Trace and Travel Marquette should be tagged in any social media posts referencing the partnership, the initiative and/or any of the locally-tailored principles and messaging including those using the social media slides created by Travel Marquette. Social media tags can be found below.
  - Facebook: @LeaveNoTraceOrg, @TravelMarquetteMichigan
  - Instagram: @LeaveNoTraceOrg, @TravelMarquette
- When utilizing the social media toolkit items, partners should use #LeaveNoTrace #RespectMarquette.

### **Use of the Respect Marquette Leave No Trace Blogs**

- Travel Marquette has produced several blogs that have been reviewed and approved by Leave No Trace and address important recreation-related issues in Marquette County.
- Partners are encouraged to use these blogs, but must credit Leave No Trace as well as having all articles accompanied by “To learn more about how you can Respect Marquette and Leave No Trace, please visit: <http://www.respectmarquette.com/>.”
- Partners must also include the Respect Marquette and Leave No Trace logos on any blog pages.

### **Use of the Respect Marquette Leave No Trace Video**

- Travel Marquette has produced a video that has been reviewed and approved by Leave No Trace and provides an overview of the Respect Marquette Leave No Trace Principles.
- Partners are encouraged to use this video on websites, social media, blogs and more but must credit Leave No Trace as well as having the video accompanied by “To learn more about how you can Respect Marquette and Leave No Trace, please visit: <https://www.travelmarquette.com/respect-marquette/>.”

If you have any questions about this document and the use of the Leave No Trace Brand and IP, please send an email to Heather Vivian, Information Manager, at [Heather@travelmarquette.com](mailto:Heather@travelmarquette.com) or Community Engagement Manager, Faith Overall, at [Faiht@LNT.org](mailto:Faiht@LNT.org).

This Sublicense Agreement (“Agreement”) is made and entered into as of today’s date by and between Travel Marquette at 117 West Washington Street Marquette, MI 49855 (“Travel Marquette”), and the organization mentioned on this webform (“Sub-Licensee”). Travel Marquette and Sub-Licensee are collectively referred to as the “Parties,” and singularly as “Party”).

#### A. RECITALS

1. Travel Marquette is the licensee of certain intellectual property owned by Leave No Trace Center for Outdoor Ethics (the “Center”), a Colorado 501(c)(3) non-profit organization with its principal place of business at 1000 North Street, Boulder, CO 80304.

2. Under the terms of an agreement between Travel Marquette and Center (the “Scope of Work Agreement”), Travel Marquette has the right to grant certain sublicense rights to intellectual property owned by Center, including the intellectual property listed in this Agreement (the “Center IP”).

3. Travel Marquette wishes to grant to Sub-Licensee, and Sub-Licensee wishes to receive from Travel Marquette, certain sublicense rights in and to the Center IP, pursuant to the terms and conditions set forth in this Agreement.

#### B. SUBLICENSE GRANT AND RELATED TERMS

1. Travel Marquette hereby grants to Sub-Licensee, and Sub-Licensee hereby accepts from Travel Marquette, a personal, limited, non-exclusive, non-transferable, non-sublicensable license to use the Center IP pursuant to the terms of this Agreement for the period and for the purpose(s) set forth herein. Sub-Licensee hereby warrants and agrees that any sublicense agreement it enters into regarding the Center IP licensed hereunder will include terms that afford Licensor the same substantive level of protection as that afforded to Licensor under the Scope of Work Agreement, and will allow sub-licensees to use the sublicensed Center IP only in the manner expressly allowed under the Scope of Work Agreement and this Sublicense Agreement. Further, sub-licensees shall not be given the right to grant additional sublicenses. Travel Marquette shall inform the Center in writing each time it enters into a sublicense agreement and Licensor shall have the right, at its written request, to review each such agreement to ensure that it conforms with the requirements of this section.

2. Sub-Licensee acknowledges and agrees that: (i) Center is the exclusive owner of all right, title and interest in and to the Center IP; (ii) Sub-Licensee shall not use any of the Center IP outside the borders of the State of Michigan for any purpose that is not strictly and solely related to the promotion of tourism within the State of Michigan; (iii) Sub-Licensee shall not make any derivatives of the Center IP, or otherwise modify or alter the Center IP without the prior written approval of Travel Marquette; (iv) Sub-Licensee shall not use any of the Center IP as the basis to create Sub-Licensee’s

own proprietary intellectual property or to otherwise compete with Center; (iv) Sub-Licensee shall not remove any trademark, copyright or other notices that indicate that Center is the owner of the Center IP; (v) to the extent the Center IP includes any trademarks or service marks, such marks shall be used in accordance with any guidelines that Center may issue from time to time, Center shall have the right to review the manner in which Sub-Licensee is using such marks, and all such use shall accrue to the benefit of Center; (vi) the Center IP constitutes valuable assets of Center and, therefore, Center shall be deemed a third party beneficiary of this Agreement.

C. ADDITIONAL PROVISIONS:

1. The Center IP is sublicensed to Sub-Licensee on an "as is" basis without any express or implied warranties of any kind, including without limitation any non-infringement warranty.
2. Travel Marquette shall have the right to terminate all sublicense rights granted hereunder to Sub-Licensee in the Center IP by written notice should Sub-Licensee breach any of the terms of this Agreement, and such termination shall be effective as from the date of such notice.
3. To the extent Center exercises its rights as a third party beneficiary under this Agreement, this Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan and in the event Center must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of Colorado.

# RESPECT MARQUETTE



## SEVEN LEAVE NO TRACE PRINCIPLES

### 1 KNOW BEFORE YOU GO

- Avoid the crowds by visiting during off times such as early morning, late in the day, or on weekdays. Have a backup plan in case parking lots are full.
- Download maps on your phone or bring a map of where you are going.

### 2 STICK TO TRAILS AND CAMPSITES

- Walk and ride on designated trails to protect plants, prevent trail widening, and respect private property.
- Camp only in existing or designated campsites.

### 3 TRASH YOUR TRASH

- Put litter—even crumbs, peels, and cores—in a bag and carry it home.
- Protect wildlife, water sources, and others by packing out pet waste to a garbage can.

### 4 LEAVE IT AS YOU FIND IT

- Leave natural items as you find them so others can enjoy them to.
- Reduce the spread of invasive species by brushing off boots and bike tires. If boating, clean, drain, and dry water crafts.

### 5 BE CAREFUL WITH FIRE

- Make sure it's permitted and safe to build a fire. Burn all wood to ash and douse your fire with water before you leave.
- Buy firewood locally or gather on-site if allowed.

### 6 KEEP WILDLIFE WILD

- Keep yourself and wildlife safe by observing them from a distance.
- Protect wildlife by securely storing your meals and trash, and never feed them.

### 7 SHARE OUR TRAILS AND MANAGE YOUR PET

- Yield to other users on the trail. Let others know you are approaching and pass carefully.
- Keep pets leashed and under control to protect your pet and wildlife, and ensure everyone has a good time.



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## MARQUETTE CHARTER TOWNSHIP

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### Board Action Item

**Board Meeting Date:** November 1, 2022  
**Agenda Item #:** 8.C.  
**Proposal:** Consider 2023 Contract for Police Services with MCSO  
**Presented by:** Jon Kangas, Township Manager

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#### Background:

This is the annual contract renewal for additional law enforcement services with the Marquette County Sheriff's Office. Several items have been cleaned up and the new hourly rate has been inserted. All comments from both parties have been addressed, including Township legal counsel comments.

**Attachments:** 1. 2023 Marquette Twp Contract draft

**Cost:** \$ 52.15/hour (~\$217,000 for the year.)

**Budget Account:** General Fund - Law Enforcement

#### Recommended motion:

Approve the contract as presented.

#### Mission Statement:

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





GREGORY S. ZYBURT

MARQUETTE COUNTY SHERIFF

DANIEL T. WILLEY

UNDERSHERIFF

236 West Baraga Avenue ♦ Marquette, MI 49855

(906) 225-8435 ♦ FAX: (906) 225-8485

## 2023 CONTRACT FOR POLICE SERVICES CHARTER TOWNSHIP OF MARQUETTE

This Contract for Police Services is made between the **CHARTER TOWNSHIP OF MARQUETTE** (hereinafter, "the Township") and the **MARQUETTE COUNTY SHERIFF'S OFFICE** (hereinafter, the Sheriff) for the purpose of providing supplemental law enforcement patrol services to the Township. The specific provisions of this Agreement are listed herein.

1. **TERM:** This contract shall be for a one (1) year term, subject to the provision in Section 7 of this agreement. It will begin on January 1, 2023 (01-01-23) and end on December 31, 2023 (12-31-23).
2. **CONTRACT PRICE:** The Township, shall pay to the Sheriff of Marquette County, State of Michigan, for law enforcement services as hereinafter set for the sum of \$52.15 (fifty-two and 15/100 dollars) per hour for the wage and benefit of the officers and will be invoiced separately for operating expenses, both payments will be made on a monthly basis for calendar year 2023, and said contract may be varied either upwards or downwards in the event changes are made as provided in Section 4.2 below.
3. **CONTRACT HOURS:** The Township agrees to purchase supplemental law enforcement services which shall be over and above those basic services otherwise provided by the Sheriff, and which shall consist of a minimum of eighty (80) hours per week of services during the contract period. Any additional hours will require authorization in writing from the Township Board at least seven days in advance. The Sheriff will provide 2.0 full-time deputies as agreed upon by Marquette Township Board resolution.
4. **SERVICES TO BE PROVIDED BY THE SHERIFF:**
  - 4.1 The Sheriff agrees to provide police protection within the corporate limits of the Township, including all private roads generally open and accessible to the public. Said protection to consist of the enforcement of State statutes and the Township ordinances, including but not limited to the issuance/notice of citations for violations thereof. For the purpose of performing such functions, the Sheriff shall furnish and supply officers their supervision, equipment, communication facilities and other protection or benefits of whatever nature. Notwithstanding anything heretofore contained, it is agreed that in all instances where special supplies, such as stationery, notices, forms, appearance tickets, and the like, needed to be executed in the name of the Township, shall be supplied by the Township at its cost and expense.

**CONTRACT FOR POLICE SERVICES  
CHARTER TOWNSHIP OF MARQUETTE**

- 4.2 The Sheriff shall assign sufficient personnel to provide police protection in the Township in accordance with the schedule to be prepared on a monthly basis by the Sheriff. The schedule as prepared shall be made available to the Township Supervisor, if requested. Any material change in such schedule shall be communicated to the Township Supervisor, if requested. By mutual agreement of the parties hereto, the number of officers and vehicles may be adjusted and any adjustment in the cost of services provided shall be made on a cost basis.
- 4.3 The standards of performance, the discipline of the officers and other matters incident to the performance of such services, and the control of the officers so assigned to provide such service, shall remain with the Sheriff; however, the standards of performance shall not be lower than furnished other townships in Marquette County, nor shall the caliber and ability of the officers supplied be lower than that furnished other townships in Marquette County.
- 4.4 The Sheriff agrees to provide insurance against any liability from the performance of said officers and shall pay taxes, insurance, workers' compensation, and other matters, and save the Township harmless from any and all expenses and liabilities arising out of the providing of such police protection, to the extent and in the same proportion that such expenses and liabilities are attributable to any act or failure to act on the part of the Sheriff.
5. **SERVICES TO BE PROVIDED BY THE CHARTER TOWNSHIP OF MARQUETTE:**
- 5.1 The Township may provide office space at the Township Fire Hall or Township Hall facilities located at Commerce Drive.
- 5.2 The Sheriff and Township shall meet not less than 60 days prior to the date by which County fleet orders must be placed to discuss patrol vehicle replacement. Within 30 days thereafter, the Township shall notify the Sheriff in writing whether the Township will obtain a patrol vehicle through its own bid procedure, or whether the vehicle should be obtained through the County fleet purchase procedure. In either event, the Township and Sheriff agree that the patrol vehicle shall be a full-size SUV unit per Sheriff specifications, subject to availability. The Township will supply the patrol vehicle equipped for patrol and enforcement activity within the Township from the County fleet purchase bid as approved by the County Board, or as bid by the Township per the Sheriff's specifications. Said patrol vehicle to be housed at the Sheriff Department or Township facility as patrol activity demands, and be maintained and serviced by the Sheriff Department during its service life – generally 100,000 patrol miles. At the termination of its service life the retired patrol vehicle will remain the property of the Township.
6. **EXAMINATION OF RECORDS:** The Township officials shall have the right to review, under reasonable circumstances, such logs or records of the Sheriff as shall relate to activities of the deputies provided hereunder in the Township as long as the right to privacy of all concerned is not abrogated.
7. **TERMINATION:** This contract may be terminated by either of the parties hereto provided a notice in writing shall be given 30 days in advance.
8. **PAYMENT:** The Township shall be billed at the end of each month of the year by the Sheriff during the life of this contract.

\_\_\_\_\_  
*Gregory S. Zyburt, Sheriff  
County of Marquette*

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

\_\_\_\_\_  
*Lyn Durant, Supervisor  
Charter Township of Marquette*

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

DRAFT