AGENDA POSTED 5/1/20 @ 2:00pm

MARINETTE PUBLIC HEARING, SPECIAL PUBLIC WORKS & CITY COUNCIL MEETING AGENDA PACKET FOR TUESDAY MAY 5, 2020 MEETING AT CITY HALL COMMON COUNCIL CHAMBERS, 1905 HALL AVENUE – IN CONSIDERATION OF OTHERS, PLEASE MUTE ALL ELECTRONIC DEVICES

PUBLIC HEARINGS & SPECIAL MEETINGS PRIOR TO THE COMMON COUNCIL MEETING
(A quorum of Common Council members may be present at the special meetings and Public Hearings)

5:30PM – SPECIAL BOARD OF PUBLIC WORKS COMMITTEE MEETING

a. Call to order
b. Roll Call
c. Discussion and possible action regarding Election of Board of Public Works Chairperson.
d. Discussion and possible recommendation to the Common Council regarding Bid Results Bituminous Surface Construction Chip Seal and Spray Patching Project No. 2020-500. (see attached).
e. Discussion and possible recommendation to the Common Council regarding Bid Results Season Requirements- Asphalt 2020. (Handout at meeting).
f. Discussion and possible recommendation to the Common Council regarding Bid Results for Van Cleve Avenue Water Main Replacement- Project No. 2020-600 (see attached).
g. Discussion and possible recommendation to the Common Council regarding large item curbside pickup.
h. Adjourn

Committee Chairperson

5:50 PM – PUBLIC HEARING

The purpose of the Public Hearing is to receive Public Comment regarding proposed application for Community Development Block Grant Planning Program Funds.

6:00 PM – REGULAR CITY OF MARINETTE COMMON COUNCIL MEETING AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CITIZEN COMMENTS (Limited to five (5) minutes per person per Municipal code on agenda items only)
5. REPORTS FROM DEPARTMENTS, CITIZEN BOARDS AND COMMISSIONS (This item shall include a written monthly financial report from Marinette Water and Wastewater Utilities Commissions.) (Page #5 16 –28)
6. ACCEPTANCE OF STANDING COMMITTEE MINUTES (Page #5’s 29–57) (Special Board of Public Works minutes- April 27th Special Personnel & License April 29th, 2020, (Plan Commission minutes – April 1, 2020).

7. NEW BUSINESS
   a. Discussion & possible action regarding letter of resignation from Ward 6 Alderperson (see attached).

10. MAYOR’S REPORT AND APPOINTMENTS
    a. Citizen Boards and Commission Appointments (Handout at meeting).

11. FINANCE AND INSURANCE COMMITTEE (Committee Chairperson Kowalski)
    a. Finance & insurance did not have a monthly meeting in April.

12. PERSONNEL AND LICENSE COMMITTEE (Committee Chairperson Keller)
    a. Consideration of recommendation regarding pay grade for Recreation Program Coordinator position.
    b. Consideration of recommendation regarding pay grade for Recreation Superintendent position.
13. **CIVIC AFFAIRS, TRAFFIC AND LIGHTS & CEMETERY COMMITTEE** *(Committee Chairperson Flatt)*
   a. Civic Affairs, Traffic and Lights & Cemetery Committee did not have a monthly meeting in April.

14. **BOARD OF PUBLIC WORKS** *(Board President)*
   a. Consideration of recommendation regarding Dump fees.
   c. Consideration of recommendation regarding bid results for Stearns Drive Street and Utility Construction, Project No. 2020-300.
   d. Consideration of recommendation regarding bid results for Carney Blvd-Elizabeth Ave Alley Sanitary Sewer Replacement, Project No. 2020-400.
   e. Consideration of recommendation regarding Bid results for Concrete at Large 2020.
   h. Consideration of recommendation regarding bid results for Van Cleve Avenue Water Main Replacement- Project No. 2020-600.
   i. Consideration of recommendation regarding large item curbside pickup.

15. **PARKS AND RECREATION COMMITTEE** *(Committee Chairperson Kowalski)*
   a. Parks & Recreation Committee did not have a monthly meeting in April.

16. **PUBLIC SAFETY AND CODE ENFORCEMENT COMMITTEE** *(Committee Chairperson Skorik)*
   a. Public Safety Code Enforcement did not have a monthly meeting in April.

17. **PLAN COMMISSION** *(Mayor Genisot)*
   a. Committee members had no Common Council recommendations this month.

18. **FAÇADE IMPROVEMENT COMMITTEE**
   a. Consideration of recommendations regarding Spring 2020 FIP application. (application included in minutes).

19. **MARINETTE REDEVELOPMENT AUTHORITY**
   a. Consideration of recommendation to write-off CDBG HR #60, a Housing Rehab loan with the City of Marinette in the amount of $11,046.
   b. Marinette Redevelopment Authority recommends approval of Resolution No. 12-2020 to be approved later on tonight's agenda.

20. **RESOLUTIONS AND ORDINANCES**
   a. Resolution No. – 12-2020 – ADOPTING MARINETTE REDEVELOPMENT AUTHORITY RESOLUTION #866 RECOMMENDING TO THE COMMON COUNCIL THE APPROVAL OF A SUBORDINATION AGREEMENT FOR HR#1018.

21. **CLOSED SESSION**

   **CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED PURSUANT TO WISCONSIN STATUTES SEC. 19.85 (1) (g), to wit: to-wit: negotiation strategy regarding pending litigation.**

   Pursuant to Wis. Stat. §19.85(2), the Common Council may reconvene in open session immediately after conclusion of the closed session to take action, if any, on any closed session agenda item.

22. **ADJOURNMENT**

   **MAYOR STEVE GENISOT**

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk’s Office at 1-715-732-5141.
<table>
<thead>
<tr>
<th>INDEX PAGE NUMBERS</th>
<th>ATTACHMENT DESCRIPTION</th>
<th>PERTAINING TO AGENDA ITEM #’S</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 2</td>
<td>Special Board of Public Works</td>
<td>Special Board of Public works items c-g and CC 14a-i</td>
</tr>
<tr>
<td>3-8</td>
<td>Public Hearing- Community Development Block Grant Planning Program Funds.</td>
<td>Public Hearing</td>
</tr>
<tr>
<td>9 - 15</td>
<td>Minutes of Meeting – Common Council Regular- 04/14 &amp; Special 4/20 &amp; 4/21/20</td>
<td>4</td>
</tr>
<tr>
<td>16 -24</td>
<td>Minutes of Meeting- Façade improvement 04/28/20</td>
<td>5</td>
</tr>
<tr>
<td>25 -28</td>
<td>Minutes of Meeting- Redevelopment Authority- 4/27/20</td>
<td>5</td>
</tr>
<tr>
<td>29 - 33</td>
<td>Minutes of Meeting –Special Personnel &amp; License Committee – 4/29/20</td>
<td>6 &amp; 12a-b</td>
</tr>
<tr>
<td>34 - 56</td>
<td>Minutes of Meeting –Special Board of Public Works Committee – 4/27/20</td>
<td>6 &amp; 14 a-i</td>
</tr>
<tr>
<td>57</td>
<td>Minutes of Meeting –Planning Commission - 4/02/20</td>
<td>6 &amp; 17a</td>
</tr>
<tr>
<td>58</td>
<td>New Business- Letter of Resignation Ward 6</td>
<td>17a</td>
</tr>
<tr>
<td>59</td>
<td>Resolution No. 12-2020- Adopting Marinette Redevelopment Authority Resolution #866 recommending approval of a subordination agreement for HR#1018.</td>
<td>20a</td>
</tr>
<tr>
<td>SUPPLIER</td>
<td>Bid Bond</td>
<td>BID AMOUNT</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Fahrner Asphalt Sealers, LLC</td>
<td>YES</td>
<td>TOTAL BASE BID: $105,124.75</td>
</tr>
<tr>
<td>111 Anderson Road</td>
<td></td>
<td>Alt Bid #1: $24,223.56</td>
</tr>
<tr>
<td>Iron River, MI 49935</td>
<td></td>
<td>Alt Bid #2: $2,396.00</td>
</tr>
</tbody>
</table>
# BID RESULTS
VAN CLEVE AVENUE WATERMAIN REPLACEMENT - PROJECT #2020-600
CITY OF MARINETTE, WISCONSIN

Bids Received 4/29/20 @ 11:00 AM

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID BOND</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barley Trucking &amp; Excavating</td>
<td>YES</td>
<td>$121,275.91</td>
</tr>
<tr>
<td>1824 10th Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Menominee, MI 49858</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DeGroot, Inc.</td>
<td>YES</td>
<td>$155,533.42</td>
</tr>
<tr>
<td>4201 Champion Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Bay, WI 54311</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advance Construction</td>
<td>YES</td>
<td>$160,133.10</td>
</tr>
<tr>
<td>2141 Woodale Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Bay, WI 54313</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF MARINETTE, WISCONSIN

NOTICE OF PUBLIC HEARING

The Marinette Common Council will hold a public hearing on May 5, 2020 at 5:50 p.m. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, Marinette, Wisconsin, for the purpose of receiving public comment regarding its proposed application for Community Development Block Grant Planning Program funds. The public is invited to review the proposed planning project on the City of Marinette’s website to learn about the CDBG program, to help identify additional community development needs, and to comment on the activities proposed to be included in the CDBG application. You may email your comments and question to Scott Wilson, Ayres Associates Inc. wilsons@ayresassociates.com.

The agenda for the public hearing is:

1. Identification of total potential funds;
2. Eligible CDBG activities;
3. Presentation of identified community development needs;
4. Identification of any community development needs by public;
5. Presentation of activities proposed for CDBG application;
6. Citizen input regarding proposed and other CDBG activities.

Residents of the City of Marinette are encouraged to submit questions and comments to Ayres Associates, especially residents with low to moderate incomes.

Following the public hearing, the Marinette Common Council will commence meeting at the same location at 6:00 p.m.

Robert Gagan
Marinette City Attorney

A copy of the above notice was placed in the City Hall mailboxes of each of the following persons on April 17, 2020; Common Council Members, Mayor, Steve Genisot, City Clerk, Lana Bero. A notice for each of the following was emailed on April 17, 2020; EagleHerald, Peshigo Times, Bay Cities Radio. A copy was also posted on the City Hall Bulletin Board on April 17, 2020.
Public Participation Members,

The City of Marinette is working with Ayres Associates to prepare of a Wisconsin Department of Administration Division of Energy, Housing, and Community Resources (DOA-DEHCR) Community Development Block Grant Planning (CDBG-PLNG) grant application. If successful, these grant funds will be used to pay for development of a City-wide Community Development Plan for adoption by the City. The plan will assesses current conditions that pose a threat to the health and welfare of the community and set clear and attainable objectives and policies for the next five (5) years to improve the vitality of Marinette, as well as the economic well-being of its residents, especially those of low- and moderate-income.

The Plan will identify and assess needs, assets, and priority investments of the community through a series of components, which may include but are not limited to: demographics, the physical and natural environment, transportation, workforce, business and industry, community and civic assets, housing, and real estate/development patterns. The Plan will identify catalytic projects, funding mechanisms, public/private partnerships, and strategic objectives attached to specific actions and implementation steps. The Plan will serve as the catalyst for improvements in key community indicators such as expanding employment and the size of the labor force, minimizing the unemployment rate, promoting improved workforce and low-income housing opportunities, and broadening and diversifying the City’s tax base.

The Plan will be consistent with Wisconsin’s current CDBG program goals including promoting improved housing and economic opportunities for low- and moderate-income households; supporting revitalization of blighted sites, established neighborhoods, and downtown business districts; improving accessibility to public facilities; and encouraging the use of energy-efficient design and retrofitting. The Plan will be developed through a strong public engagement process that encourages citizen participation, especially by persons of low- and moderate-income; provides access to local meetings and information; and provides public hearings, procedures and accommodations to ensure city residents have maximum and equal opportunity to drive the process of community development planning.

Thank you for your time and consideration.
CITY OF MARINETTE
CDBG - PLNG

Marinette is seeking to build economic opportunity and improve the suitability of our community's living environment through a the CDBG-PLNG grant. Specifically, Marinette is interested in the feasibility of relocating City Hall and the reuse of a shuttered hospital. Our community hopes to develop a plan to move forward to identify the highest and best use for the hospital building and to understand opportunities to leverage the City Hall building for the benefit of the community.

The proposed planning project, to include a City Hall Relocation Study, Market Demand Analysis, and Bay Area Medical Complex (BAMC) Reuse Plan, will help to develop the viability of Marinette and benefit persons of LMI by evaluating strategic development activities and their impact on our community. The project is consistent with Wisconsin's current CDBG program goals including ensuring the affordability of basic services that enhance community vitality; supporting revitalization of blighted sites and downtown business districts; assist with a project that supports previous planning efforts that are a part of broader community development strategies; improving accessibility to public facilities; and encourage the use of retrofitting.

City Hall is located on the far north side of Marinette, between State Highway 64 and the Menominee River. Marinette’s City Hall, which operates in a repurposed JC Penney department store, currently houses the Police Department, multiple city services (assessor, clerk, treasurer, public works, utilities, wastewater, etc.), and Municipal Court. In November 2011, the City of Marinette began working with Mead & Hunt, Inc., to provide a space needs assessment and evaluation of the City Police Department, as well as provide a review of and recommendations for the existing City Hall HVAC and standby power systems. The result of that process caused the stakeholders to realize that modifying one building had subsequent effects on the rest of the buildings. It was determined that a more comprehensive study of all buildings was needed. Subsequently, a City Facility Master Plan was developed in 2014. During the Master Plan process, based on considerations of public order and safety, the Advisory Committee overwhelmingly determined the highest priority for the City is to relocate the Police Department and City Administration to a new facility. It was determined that the current facility would never fully meet the needs of the departments and retaining it would be the most expensive option. Also, although a downtown presence was initially desired, further analysis revealed few significant on-site services that require a downtown location. Not only does the current building provide substandard space for current uses, it also presents infrastructure issues to any new or revised use. For this reason, the Advisory Committee concluded City Hall and its current occupants should move to a practical and efficient location that allows for lower operation costs in the future. As the current building would now be vacant, it was also agreed that the best use for this site would be to raze the building and redevelop the site to enhance downtown developments.

The current City Hall building presents operational issues and constraints such as insufficient space for all departments in the primary structure, operational inefficiencies due to size and access, and a lack of quality space for staff and visitors (programmatically misaligned and unkempt facilities are unacceptable). While the current facility fails to communicate that the City of Marinette is “open for business” and is here to serve our residents, we will explore the feasibility of relocating our City Hall and the potential economic opportunity associated with vacating the current downtown site through a
relocation study and market study. Should City Hall relocate, the existing site could serve as a catalyst to additional reinvestment in downtown Marinette.

While considering potential locations for a new City Hall and other economic development opportunities in Marinette, the City is interested in the reuse of a former hospital on the south side of the City that has been vacant for over two years. The Bay Area Medical Center (BAMC) hospital complex is located along University Drive and Shore Drive, west of Green Bay. The hospital was built in 1939, encompasses roughly 20 acres of land and includes an approximately 300,000 square foot structure. The project team will conduct a study to identify potential reuse and redevelopment options for the BAMC site, including new housing and the relocated City Hall. Based on the evaluation of the assets and challenges of the BAMC site context and conditions, zoning and land use, access and connectivity, the project team will determine the highest and best uses of the site.

The City Hall Relocation Study and BAMC Redevelopment Plan will consider all options through the lens of access for residents of need, including our City staff members. To arrive at recommendations, the project team will employ both quantitative and qualitative research methods. This approach will include detailed demographic analyses of City areas, metric-based site analyses, and extensive engagement with stakeholders and City agencies. The result of these analyses will allow the team to develop primary and secondary user-friendly relocation opportunities for City Hall; develop primary and secondary redevelopment opportunities for the existing City Hall site; and develop viable reuse opportunities for the BAMC site. The analyses will provide site-level recommendations to serve the needs of City residents both now and in the future. Opportunities identified as part of these analyses will aim to maximize financial efficiency and economic development potential.

To accomplish the City Hall Relocation Study and Bay Area Medical Complex (BAMC) Reuse Plan, the project team will conduct the following scope of work:

**Task 1 – Research**

To begin implementing the CBDG-PLNG grant project, we will organize a kick-off meeting with City staff and the project team to review the planning process, timeline, and identify additional stakeholders. The project team will gather community background information such as land use, demographics, and economic data. The team will review existing plans, studies, and surveys relative to the project goals, as well as visit the existing City Hall and BAMC sites to understand the site characteristics. The information gathered during the research phase will assist in identifying potential City Hall relocation sites and needs issues specifically impacting the LMI population that could be addressed with redevelopment of the existing City Hall site and reuse of the BAMC site.

A kickoff Discovery Workshop will then be held to present findings of research and gain a better understanding of community needs along with general economic activity in Marinette. During the workshop, the project team will also highlight City Hall and downtown redevelopment examples from similar communities in Wisconsin and around the country. The workshop will stimulate discussion among stakeholders and build consensus towards a community vision for the current and potential future City Hall site, as well as the BAMC site. In preparation, the project team will review existing community plans, complete a preliminary market analysis, interview key stakeholders, and identify examples. At the Discovery Workshop, the goal is to build an integrated community vision and to understand and define the opportunities associated with relocating City Hall from its current site and reusing or redeveloping the BAMC site.
During the workshop, the project team will facilitate a discussion with the community to help better understand the capacity for reuse of the current buildings, any issues that may limit the opportunities, and the desired community outcomes. The project team will capture the findings from the engagement for subsequent phases.

**On site:** Kick-off meeting; Site visit; Discovery Workshop with community leaders and stakeholders.

**Deliverables:** Preliminary Discovery Snapshot and Report to include the findings from the research, workshop, and stakeholder interviews. The report will include a discussion on preferred development examples and potential scenarios for consideration.

**Task 2 – Analysis**
Based on the conclusions and findings from the above exercise, a *market demand analysis (MDA)* will be necessary to test and confirm which opportunities at the existing City Hall building and the BAMC site have the greatest demand and greatest feasibility. The analysis will review project objectives, explore the current City economic profile, analyze the local and regional market, identify challenges and opportunities, and provide recommendations. The MDA will aim to determine market potential, find the best avenues for accessing market segments with high potential, evaluate marketing and sales requirements to be successful in the market; and identify high potential business and developer prospects that the City may call on. The study will help to understand the potential for new housing, commercial opportunities, or other uses within these sites.

**On site:** None.

**Deliverables:** Market Demand Analysis Report presenting data, analysis, conclusions, and recommendations obtained from the market study.

**Task 3 – Exploration and Recommendations**
Capturing the findings from the research and analysis phases, the project team will explore reuse scenarios for both the existing City Hall site and the BAMC site and present to the stakeholder group at an *Exploration and Ideas Workshop*. The workshop will include a discussion of the strengths and weaknesses of each scenario as well as the fiscal constraints to achieve the desired outcomes.

The Workshop will include visual renderings and possible video representation to provide a clear picture to the stakeholder group and the community. From this workshop, the project team can identify and refine the community’s preferred scenarios for the existing City Hall site, potential future City Hall, and the BAMC site with a focus on short- and long-term action items.

**On site:** Exploration and Ideas Workshop with community leaders and stakeholders.

**Deliverables:** Ideas Report to include findings from the Workshop, discussions of preferred scenarios and recommendations on next steps. The report will seek to include a proposed vision as the basis for the next phase.

**Task 4 – Implementation Planning**
Taking data obtained from preceding phases, the project team will build a full implementation plan to help the community take actionable steps toward providing an improved and accessible City Hall to municipal staff and residents, redeveloping a potential downtown catalyst site, and purposefully reusing the BAMC site to encourage economic development. The team will look to understand the opportunities identified during the planning process and the critical path needed to achieve success. The project team will present the plan to community leaders and stakeholders at a final *Initiation and Execution Workshop*, finalizing the final report with input obtained at the workshop.

**On Site:** Initiation and Execution Workshop with community leaders and stakeholders.

**Deliverables:** Final report detailing findings, conclusions, and recommendations, and full implementation plan based on the preferred vision and scenarios discussed in the previous two workshops.
PROCEEDINGS OF COMMON COUNCIL REGULAR MEETING FROM APRIL 14, 2020

Mayor Steve Genisot called to order, the regular monthly meeting of the City of Marinette Common Council at 06:00 PM in the City Hall Common Council Chambers, 1905 Hall Avenue, Marinette.

Upon a call of the roll it was determined a quorum of Common Council members were present and the following attendance was recorded:

Members Present: 1st Ward – Alderperson Ken Keller; (via go to meeting) 2nd Ward – Alderperson Jeffrey Skorik; 3rd Ward – Alderperson John Marx (via go to meeting) 4th Ward – Alderperson Dave Anderson (via go to meeting); 5th Ward – Alderperson Wally Hitt; 6th Ward – Alderperson Peter Noppenberg; 7th Ward – Alderperson Rick Polzin (via go to meeting); 8th Ward – Alderperson Wm. Jason Flatt (via go to meeting) and Citywide At-Large Seat – Alderperson Dorothy Kowalski. (via go to meeting)

Absent: None

No citizen comments were made.

COMMON COUNCIL MEETING MINUTES

Alderpersons Polzin moved/Anderson seconded and all concurred, to approve as presented, the regular Common Council meeting minutes from 03/03/2020 and Special 03/19/20.

REPORTS OF CITIZEN BOARDS & COMMISSIONS

No action was taken on the various Citizen Board, Department and Commission reports as presented by Mayor Genisot.

STANDING COMMITTEE MEETING MINUTES

Alderpersons Anderson moved/Marx seconded and all concurred, to accept, the following standing committee meeting minutes (Personnel & License Committee minutes – March 17, 2020; Board of Public Works Committee minutes – March 17, 2020- Parks & Recreation Committee minutes– March 11, 2020; Plan Commission minutes – March 5, Joint meeting March 2020, Civic Affairs Committee minutes– March 16, 2020 Public Safety Code Enforcement minutes- March 16th, 2020)

MAYORS REPORT

CITY UPDATES COVID-19: Mayor Genisot reported to the Common Council the City is looking at replacing all of the tablets to make it more convenient for go to meetings due to Covid-19, he also stated all parks in the city are open with the exception of the playgrounds and bathrooms, all boat launches remain open with no bathroom facilities provided. A drop box was placed in the front corridor of City Hall for all payments as City Hall is closed except by appointment only. Water Utility payments are still being taken at the Post Office Drop Box.

MARINETTE REDEVELOPMENT AUTHORITY

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION TO APPROVE LETTER STATING BDLP # 62 LOAN IS DUE AND PAYABLE AS IS OUT OF COMPLIANCE.

Alderperson Polzin moved/ Anderson seconded and upon a call of the roll motion passed by a vote of 9 ayes to 0 nays to approve the Finance Director proceed with the collection of BDLP # 62.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION TO APPROVE LETTER STATING BDLP # 64 LOAN IS DUE AND PAYABLE AS IS OUT OF COMPLIANCE.

Alderperson Anderson moved/ Hitt seconded and upon a call of the roll motion passed by a vote of 9 ayes to 0 nays to approve the Finance Director proceed with the collection of BDLP # 64.

FINANCE AND INSURANCE COMMITTEE

MONTHLY EXPENDITURES: Alderpersons Anderson moved/Hitt seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nays to grant advance authorization to the City Treasurer/Finance Director to pay April 2020 expenditures contingent upon Finance and Insurance Committee approval.

JANUARY 2020 BUDGET REPORTS. Alderpersons Polzin moved/Marx seconded and all concurred to approve the February & March 2020 Budget Reports.

CONSIDERATION AND POSSIBLE ACTION REGARDING WRITE OFF $12,314.12 IN UNCOLLECTIBLE PERSONAL PROPERTY TAXES FROM CLOSED BUSINESSES.

Alderperson Polzin moved/Hitt seconded and upon a call of the roll motion passed by a vote of 9 ayes to 0 nays to approve the Finance Director write off $12,314.12 in uncollectible Personal Property Taxes from closed businesses.

PERSONNEL AND LICENSE COMMITTEE

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION TO APPROVE ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION FROM VELE, INC. FOR THE SALE OF CLASS A LIQUOR AT 2700 CLEVELAND AVE. FOR THE PERIOD OF 7/1/19 THROUGH 6/30/2020.

Alderpersons Skorik/Noppenberg seconded and all concurred to approve Original Alcohol Beverage Retail Class A Liquor License for VELE, Inc. for the sale of Class A liquor at 2700 Cleveland Ave. for the period of 7/1/19 through 6/30/2020.

Cc: Eagle Herald, Common Council Members, Mayor, Department Heads and Clerks file.

Common Council minutes page 1 of 4
CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION REGARDING RECREATION PROGRAM COORDINATOR POSITION.
Alderperson Polzin moved/ Anderson seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to approve the job description for the Recreation Program Coordinator Position.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION REGARDING RECREATION SUPERINTENDENT POSITION
Alderperson Polzin moved/ Anderson seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to approve the job description for the Recreation Superintendent Position.

CONSIDERATION AND POSSIBLE ACTION REGARDING ONE (1) RENEWAL LICENSE APPLICATION.
Alderperson Keller moved/ Skorik seconded and all concurred to approve the renewal license for Arlene L. Ford.

CONSIDERATION OF RECOMMENDATION REGARDING SIX (6) NEW OPERATOR LICENSE APPLICATIONS: Alderpersons Skorik moved/Anderson seconded and all concurred, to conditionally grant operator licenses to the following six (6) new applicants: Jacob D. Deschaine, Laura L. Engum, Jennifer A. Heider, Delina M. Phillips & Terri S. Whitaker. Each aforementioned operator license applicant, recommended to have licenses granted for the current licensing period expiring 6/30/2022, shall be contingent upon each applicant providing documentation to City Clerk’s Office, prior to expiration date of their 60-day provisional operator license, confirming completion of a State of Wis. approved Responsible Beverage Server class.

CIVIC AFFAIRS, TRAFFIC LIGHTS & CEMETERY COMMITTEE
CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF CEMETERY WALKS FROM THE MARINETTE GENEALOGY GROUP
Alderpersons Marx moved/Flatt seconded and all concurred to approve the request for Cemetery Walks at Forest Home Cemetery by the Marquette Genealogy group.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION FROM REQUEST FROM SHARON & KENNETH MARINEAU OF PURCHASING BACK CRYPT IN FOREST HOME MAUSOLEUM FOR THE PURCHASE PRICE OF $3970.00.
Alderpersons Noppenberg moved/Anderson seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to purchase back Crypt from Sharon & Kenneth Marineau in Forest Home Mausoleum for the purchase price of $3970.00.

BOARD OF PUBLIC WORKS
CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF TRAFFIC SIGNAL PREVENTIVE MAINTENANCE CONTRACT WITH TAPCO FOR 2020.
Alderpersons Keller moved/Hitt seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to approve the Traffic Signal Preventive Maintenance Contract with TAPCO for 2020.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF BID RESULTS FOR 2020 SEASON REQUIREMENTS OF CONSTRUCTION MATERIALS FOR TOPSOIL.
Two bidders responded to the bid request for Construction Materials for Topsoil
Alderpersons Skorik moved/Kowalski seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to accept the recommendation from the Board of Public Works and approve the bid from Havelka Construction, N4559 US Hwy 41, Wallace, in the amount of $15.85 per ton with a total base bid of $1,585.00.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION BID RESULTS FOR 2020 SEASON REQUIREMENTS OF CONSTRUCTION MATERIALS FOR GRAVEL.
Two bidders responded to the bid request for Construction Materials for Gravel
Alderpersons Hitt moved/Anderson seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to accept the recommendation from the Board of Public Works and approve the bid from Peters Concrete Co. 1516 Atkinson Dr, Green Bay WI, in the amount of $10.20 per ton with a total base bid of $1,020.00.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF THE 2019 MS4 ANNUAL REPORT.
Alderpersons Skorik moved/Polzin seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to accept the recommendation from the Board of Public Works and approve the 2019 MS4 Annual Report.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF BID RESULTS FOR GARFIELD AVENUE STREET AND UTILITY CONSTRUCTION, PROJECT NO. 2020-200
Four bidders responded to the bid request for Garfield Avenue Street and Utility Construction, Project No. 2020-200
Alderpersons Kowalski moved/Anderson seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to accept the recommendation from the Board of Public Works and approve the bid from Barley Trucking & Excavating, 1824 10th Ave, Menominee MI, in the amount of $576,953.31 for Garfield Avenue Street and Utility Construction, Project No. 2020-200

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF BID RESULTS FOR STATE STREET AND UTILITY CONSTRUCTION, PROJECT NO. 2020-100.
Four bidders responded to the bid request for State Street and Utility Construction, Project No. 2020-100. Alderpersons Flatt moved/Noppenberg seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to accept the recommendation from the Board of Public Works and approve the bid from Barley Trucking & Excavating, 1824 10th Ave, Menominee MI, in the amount of $1,176,985.37 for State Street and Utility Construction, Project No. 2020-100.

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION OF CONTRACT AMENDMENT TO THE AYRES AGREEMENT DATED AUGUST 29, 2019, TO PREPARE HATIE STREET BRIDGE FISHING PLATFORM REPAIR SPECIFICATIONS. Alderpersons Keller moved/Polzin seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to accept the recommendation from the Board of Public Works and approve Contract Amendment to the AYRES Agreement dated August 29, 2019, to prepare Hattie Street Bridge Fishing Platform Repair Specifications contingent upon the cost of $4,500 is split with Menominee.

PARKS AND RECREATION COMMITTEE

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION TO APPROVE MANAGEMENT AGREEMENT WITH THE CITY OF MARINETTE AND CARRICO AQUATICS RESOURCES INC. REGARDING SUMMER WATER MANAGEMENT.

No action was taken on this agenda item and it we be brought back to the Sine Die Common Council meeting on April 20th, 2020.

PUBLIC SAFETY AND CODE ENFORCEMENT COMMITTEE

PUBLIC SAFETY AND CODE ENFORCEMENT COMMITTEE RECOMMEND APPROVAL OF RESOLUTION 08-20 TO BE CONSIDERED LATER ON TONIGHT’S AGENDA.

PLAN COMMISSION

CONSIDERATION AND POSSIBLE ACTION REGARDING RECOMMENDATION REGARDING PROPOSED CERTIFIED SURVEY MAP (CSM) BY JEFFREY LENCA, WISCONSIN LAND SURVEYOR OF LENCA SURVEYING, LLC, MENOMINEE, MI, PERTAINING TO PROPOSED LOT SPLIT OF TAX PARCEL NUMBER 251-00632.013 AT THE FORMER SHOPKO LOT, 2741 ROOSEVELT ROAD, MARINETTE, WI.

Alderpersons Marx moved/Polzin seconded and upon a call of the roll motion carried by a vote of 9 ayes to 0 nays to approve the Certified Survey Map (CSM) by Jeffrey Lenca, Wisconsin Land Surveyor of Lenca Surveying, LLC, Menominee, MI, pertaining to proposed Lot split of Tax Parcel Number 251-00632.013 at the Former Shopko Lot, 2741 Roosevelt Road, Marinette, WI.

UNFINISHED BUSINESS

CONSIDERATION AND POSSIBLE ACTION REGARDING A PAYMENT REIMBURSEMENT AGREEMENT BETWEEN JCI/TYCO AND THE CITY OF MARINETTE.

Attorney Gagan presented the new reimbursement agreement with JCI/Tyco with the approved language discussed at the last Common Council meeting. Alderperson Keller moved/Flatt seconded and upon a call of the roll motion carried by a vote of 7 ayes to 2 nays (Polzin & Kowalski) to approve the payment Reimbursement agreement with JCI/Tyco and the City of Marinette.

NEW BUSINESS

CONSIDERATION AND POSSIBLE ACTION CONTRACT WITH DOMINION VOTING SYSTEMS FOR THE PURCHASE OF VOTING EQUIPMENT AND LICENSE.

Alderpersons Hitt moved/Kowalski seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nays to approve the Contract with Dominion Voting systems for the purchase of voting equipment and license.

CONSIDERATION AND POSSIBLE ACTION REGARDING LESSEE RESOLUTION BETWEEN NCL GOVERNMENT CAPITAL AND THE CITY OF MARINETTE.

Alderpersons Skorik moved/Noppenberg seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nays to approve the Lessee Resolution between NCL Government Capital and the City of Marinette.

RESOLUTIONS & ORDINANCES

(Copies of complete text of the resolutions & ordinances described below have been placed on file at the City of Marinette Clerk’s office.)

Resolution No. 08-2020- Adoption of the Marinette County, Wisconsin Hazard Mitigation Plan.

Alderpersons Skorik moved/Keller seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nay to approve City of Marinette Resolution No. 08-2020- Adoption of the Marinette County, Wisconsin Hazard Mitigation Plan.
Ordinance No. 2441- Amending MMC Chapter 12 Establishment of Bulkhead Line Creating 12.0301.
Alderpersons Polzin moved/Noppenberg seconded and upon a call of the roll the motion passed by a vote of 8 ayes to 0 nays (Skorik abstained) to approve City of Marinette Ordinance No. 2441 - Amending MMC Chapter 12 Establishment of Bulkhead Line Creating 12.0301.

CLOSED SESSION: CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED PURSUANT TO WISCONSIN STATUTES SEC. 19.85 (1) (g), to-wit: negotiation strategy regarding pending litigation.

CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED PURSUANT TO WISCONSIN STATUTES SEC. 19.85 (1) (g), to wit: review proposal from consultant.
Alderperson Flatt moved/ Skorik seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nay to convene into Closed Session at 7:22PM.

Pursuant to Wis. Stat. §19.85(2), the Common Council may reconvene in open session immediately after conclusion of the closed session to take action, if any, on any closed session agenda item.
Alderperson Flatt moved, Keller seconded and all concurred to reconvene into open session at 7:40PM.

Alderperson Skorik moved/ Hitt seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nay to approve the City of Marinette vs. Menards settlement for 2017, 2018 & 2019 assessed values.

ADJOURNMENT: Alderpersons Anderson moved/Hitt seconded and all concurred to adjourn at 07:48 PM.

Lana Bero, City Clerk

The next regular Common Council meeting is scheduled for Tuesday May 5, 2020 at 06:00 PM in the Common Council Chambers at Marinette City Hall, Marinette, WI.
1. Mayor Genisot called the annual adjourned (Sine Die) Common Council meeting to order at 04:00 P.M. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue.

2. Upon a call of the roll, it was determined a quorum of Common Council members were present and the following attendance was recorded:
   and At-Large Seat (Citywide) – Dorothy Kowalski, Many of the Alderpersons were present via go to meeting because of the Covid – 19 pandemic.
   Alderpersons absent: 4th Ward – Dave Anderson
   Others present: Jan Kust, Attorney Bob Gagan (via go to meeting), John Liesveld and Amber Myszka.

3. CITIZENS COMMENTS – none

4. DISCUSSION AND POSSIBLE ACTION REGARDING SUMMER WATER MANAGEMENT PROPOSAL FROM CARRICO AQUATIC RESOURCES INC.
   Alderperson Polzin moved/ Noppenberg seconded and upon a call of the roll the motion passed by a vote of 7 ayes to 0 nays to approve the Summer Water management proposal from Carrico Aquatic Resources Inc. contingent upon City Attorney Gagan receiving approval the fee would be waived if the pool does not open or the fee would be prorated as to show the actual open date of the pool.

5. CLOSED SESSION
   CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED PURSUANT TO WISCONSIN STATUTES SEC. 19.85 (1) (g), to wit: review proposal from consultant.
   Alderperson Flatt moved/ seconded and upon a call of the role motion passed 7 ayes to 0 nays to convene into closed session at 4:10PM.

   Pursuant to Wis. Stat. §19.85(2), the Common Council may reconvene in open session immediately after conclusion of the closed session to take action, if any, on any closed session agenda item.
   Alderperson Polzin moved/ Kowalski seconded and all concurred to reconvene into open session at 4:15PM.

CLOSED SESSION ITEM
   Alderperson Polzin moved/ Noppenberg seconded and upon a call of the role motion passed by a vote of 7 ayes to 0 nays to approve as presented the Water Service Expansion Alternative Evaluation Proposal from Ruekert –Mielke.

6. MAYOR’S REPORT / END OF CITY GOVERNMENT YEAR COMMENTS –
   Mayor Genisot thanked Alderperson Ward 3 John Marx for his years of service as Alderperson. Mayor Genisot thanked all of the Common Council members for their dedication and commitment for all the work that was completed within the City over the past year and is looking forward to the 133rd year.

7. ADJOURN SINE DIE – Alderpersons Flatt moved/Marx seconded and all concurred, to adjourn at 04:28 PM, ending the 132nd year of Marinette City Government.

   Lana R. Bero, City of Marinette Clerk
CITY OF MARINETTE COMMON COUNCIL ANNUAL REORGANIZATION MEETING MINUTES FROM 04/21/20

Mayor Steve Genisot called the Annual Common Council reorganization meeting to order at 12:00 P.M. in Marinette City Hall Common Council Chambers, 1905 Hall Avenue, initiating the 133rd year of Marinette City government.

CITY CANVASSERS STATEMENT ON VOTES OF THE MUNICIPAL ELECTION HELD IN THE CITY OF MARINETTE, WISCONSIN ON APRIL 7, 2020: We the undersigned, certify that we are members of the Board of Canvassers for the City of Marinette, in Marinette County. We certify the following statement of votes cast at the Municipal Spring Election, held on the 7th day of April, 2020, are correct and true as compiled from the original returns made to the City Clerk. Lana Bero, Mary Bourdelais, & Melinda Campbell City of Marinette Municipal Board of Canvassers.

CERTIFICATE OF DETERMINATION OF PERSONS ELECTED AT THE MUNICIPAL ELECTION FOR THE CITY OF MARINETTE, WISCONSIN HELD APRIL 7, 2020: We the Board of Canvassers for said City of Marinette, do hereby certify that we determined the following named persons have been duly elected to the corresponding offices: Office of Alderperson of the Third Ward - Doug Oitzinger - Three Year Term; Alderperson of the Seventh Ward - Rick Polzin - Three Year Term; Alderperson of the Eighth Ward - Wm. Jason Flatt - Three Year Term & Marinette Municipal Judge - Peter Noppenberg - Three Year Term. Lana Bero, Mary Bourdelais & Melinda Campbell City of Marinette Municipal Board of Canvassers.


Upon completion of the administration of oaths, all recently elected officials took their seats. Upon a call of the roll it was determined a quorum of Common Council members were present and the following attendance was recorded:
Absent & Excused: None

RESIGNATIONS: Mayor Genisot received no Committee or Commission member resignations prior to tonight’s meeting.

ANNUAL MAYORAL APPOINTMENTS

MAYOR’S 1-YEAR STANDING COMMITTEE APPOINTMENTS: Mayor Genisot presented the following 1-year appointments for standing committees of the Common Council: Board of Public Works* – Alderpersons Wally Hitt, Jeff Skorik, Ken Keller, Jason Flatt & Dave Anderson; Civic Affairs, Cemetery & Traffic & Lights – Alderpersons – Jason Flatt (Chairperson), Wally Hitt, Doug Oitzinger, Dorothy Kowalski & Peter Noppenberg; Finance and Insurance – Alderpersons – Dorothy Kowalski – (Chairperson), Ken Keller, Wally Hitt, Rick Polzin & Jeffrey Skorik; Personnel and License – Alderpersons Ken Keller – (Chairperson), Rick Polzin, Jeff Skorik, Dorothy Kowalski & Dave Anderson; Public Safety and Code Enforcement – Alderpersons Jeffrey Skorik – (Chairperson), Jason Flatt, Peter Noppenberg, Wally Hitt & Doug Oitzinger; Parks and Recreation - Dorothy Kowalski – (Chairperson), Ken Keller, Pick Polzin, Dave Anderson & Peter Noppenberg. *The President of the Board of Public Works is elected annually at the Board’s first meeting in May.

1-YEAR LIAISON BOARD APPOINTMENTS: Mayor Genisot presented the following 1-year Liaison Board appointments/reappointments: Equal Opportunities Commission – Alderperson Doug Oitzinger (Common Council Representative); Historic Preservation Commission – Alderperson Jason Flatt (Common Council Representative); Redevelopment Authority – Alderperson Dave Anderson (Common Council Representative); Harbor Commission – Alderperson Dorothy Kowalski; Marinette Senior Association – Alderperson Wally Hitt (Common Council Representative); Transportation Coordination Committee – Alderperson Wally Hitt (Common Council Representative) and Water & Waste Water Utilities – Alderpersons Ken Keller, (Common Council Representative) & Dave Anderson (Common Council Representative). Room Tax Commission – Alderperson Dorothy Kowalski. Alderpersons Anderson moved/Noppenberg seconded and all concurred, to confirm Mayor Genisot’ s Common Council Standing Committee & Liaison Board appointments.

CITIZEN BOARD & COMMITTEE APPOINTMENTS/REAPPOINTMENTS: Mayor Genisot will be presenting the appointments/reappointments at the May 5th Common Council meeting.
ANNUAL ELECTIONS OF COMMON COUNCIL PRESIDENT & PLAN COMMISSION REPRESENTATIVE

ELECTION OF COMMON COUNCIL PRESIDENT: Alderpersons Keller moved/Anderson seconded, to nominate At-Large Alderperson Dorothy Kowalski, for Common Council President. After no other nominations were received, Alderpersons Keller further moved/Anderson seconded and all concurred, to close nominations, and Common Council members proceeded to cast a unanimous concurring vote of 9 ayes to 0 nays in support of Alderperson Keller's nomination, to elect At-Large Alderperson Dorothy Kowalski as City of Marinette's Common Council President for a one-year term expiring the third Tuesday in April 2021.

ELECTION OF COMMON COUNCIL REPRESENTATIVE ON PLAN COMMISSION: Alderpersons Polzin moved/Keller seconded to nominate 2nd Ward Alderperson Jeff Skorik, as the Common Council Representative on the Plan Commission. Alderperson Flatt moved/Oltzinger seconded to nominate 3rd Ward Alderperson Doug Oltzinger as the Common Council Representative on the Plan Commission. After no other nominations were received, Common Council members proceeded to cast a vote for the first nomination of 2nd Ward Alderperson Jeff Skorik and upon a call of the roll a vote of 7 ayes to 2 nays (Flatt & Oltzinger) in support of Alderperson Polzin's nomination, resulting in 2nd Ward Alderperson Jeff Skorik being formally elected as Common Council Representative on the Plan Commission for a one-year term expiring the third Tuesday in April 2021.

MAYOR'S COMMENTS

Mayor Genisot welcomed new Alderperson Doug Oltzinger and also reelected Alderperson Rick Polzin and Wm. Jason Flatt & newly elected Municipal Judge Peter Noppenberg who will take his seat on May 1st. He thanked the Common Council for their support and input the last year and added the City of Marinette has had a very productive year.

RESOLUTIONS

(Copies of the complete text of the resolutions below can be found on file at the City of Marinette Clerk's office.)

RESOLUTION NO. 10-2020: Alderpersons Hitt moved/Noppenberg seconded and upon a call of the roll the motion passed by a vote of 9 ayes to 0 nays, to approve City of Marinette Resolution 10-2020 renewing annual surety bonds for City Treasurer, Municipal Court Judge, Municipal Court Clerk, Assistant Municipal Court Clerk, City Clerk & Police Chief.

RESOLUTION NO. 11-2020: Alderpersons Polzin moved/Kowalski seconded and upon a call of the roll the motion passed by a vote of 8 ayes to 0 nays, to approve City of Marinette Resolution 11-2020 designating thirteen (12) separate financial institutions as the official City of Marinette public depository locations, designating City of Marinette Mayor, Steve Genisot and City of Marinette Clerk, Lana R. Bero, as mandated signatories for all City of Marinette checks and designating City of Marinette Treasurer as the local appointed official authorized to deposit, transfer, withdraw or invest public funds received by City.

ADJOURNMENT: The annual City of Marinette Common Council Reorganization meeting adjourned, at 12:17PM, on motion by Alderpersons Noppenberg/Kowalski seconded and all concurred.

Lana R. Bero, City Clerk
Mayor Genisot called the City of Marinette Facade Improvement Program Review Committee meeting to order at 1:00PM in City of Marinette City Hall Common Council Chambers at 1905 Hall Ave., Marinette WI.

1. Upon a call of the roll it was determined a quorum of Marinette Facade Improvement Program Review Committee membership were present and the following attendance was recorded:
   Members Present: Mayor Genisot (Plan Commission Chairperson); At-Large Alderperson & Common Council President Dorothy Kowalski (Finance and Insurance Committee Chairperson); Dr. Daniel Kallgren (Historic Preservation Committee Chairperson); Jan Kust, (Community Development Program Representative); Public Works Director/City Engineer Miller and Finance Director/City Treasurer Miller.
   Members Absent/Excused: None.

2. Approval of prior meeting minutes.
   Alderperson Kowalski moved/Daniel Kallgren seconded and all concurred to approve, as presented, the City of Marinette Facade Improvement Program Review Committee annual meeting minutes from 3/10/20.

3. Discussion and possible action regarding Spring 2020 Facade Improvement Applications:
   A. Jack Hetcher representing the Marinette Masonic Association, 1610 Main Street. Proposed Summary of Eligible Improvement Total Cost Estimate up to $17,150 Request grant of up to $8,575 from City.
      At the March 10th meeting the committee asked Jack Hetcher to ask Esser Glass for an optional quote to replace the window in its entirety instead of the insulated panels on the top and bottom to keep it in the current historic style. Included in today’s packet was an updated quote from Esser for the Tempered Low E Glass replacement windows at the same cost. Daniel Kallgren moved/Finance Director Miller seconded and all concurred to recommend the Common Council approve the requested amount of $8,575.00 from Marinette Masonic Lodge for window replacements.

   B. John Krueger representing Marinette Elks Lodge, 430 Bridge Street. Proposed Summary of Eligible Improvement Total Cost Estimate up to $8,380. Request grant of up to $4,190 – Submitted on Deadline Extension. John Krueger representing the Elks Lodge was present to answer any questions the committee has. Included in today’s packet was a quote to paint the Exterior of the lodge and repair wooden window covers. The committee discussed the boarded up windows and how it would be nice to see the windows replaced instead of just having the wood painted. The committee asked Mr. Krueger to bring back another quote that would include replacing the windows instead of painting over them. Another Façade Improvement meeting will be scheduled at the end on may to review the new quote.

4. Adjournment.
   The City of Marinette Facade Improvement Program Review Committee meeting adjourned at 1:21 PM on motion by Daniel Kallgren / Finance Director/City Treasurer Miller seconded and all concurred.

   Lana Bero, City Clerk

Cc: Facade Improvement Program Review Committee members, Common Council members, City Building Code Inspector.

Facade Improvement Review Committee minutes Page 1 of 1
Applicant: Jack R Hatcher  Phone: 915-735-3472
Business Name: Marinette Masonic Assn  Tax ID/#SSN  39-0451240
Project Address: 1610 Main Street
Email: jack@new.mn.com  Fax: —
Building Owner: Marinette Masonic Assn  Tax ID/#SSN  39-0451240
Address 1610 Main Street
Is the Applicant a commercial tenant of the project building? Yes ___ No ___
Proposed project start date: Spring, 2020
Proposed project completion date: July 1, 2020
What is the existing use of the building? Downstairs - Commercial Office Space, Upstairs - Masonic Lodge
Will the project result in a change in the use of the building? No

<table>
<thead>
<tr>
<th>List Proposed Work</th>
<th>Contractor(s)</th>
<th>Finish Date</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace 13 upper windows with low-E insulating glass to resemble existing windows as closely as possible.</td>
<td>Esser Glass</td>
<td>7/1/2020</td>
<td>$17,150</td>
</tr>
<tr>
<td>457 tinted bronze-anodized finish glass to be installed above.</td>
<td>Low-E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Five of the upper windows to receive kaufert glass vent operating windows</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All changes will be done at original price</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $17,150
City of Marinette, Wisconsin
Facade Improvement Program (FIP)
Application Form
(Revised December 19, 2016)

Applicant: Jack R Hatcher Phone: 915-735-3472

Business Name: Marinette Masonic Assn Tax ID#/SSN 39-0451240

Project Address: 1610 Main Street

Email: jason@newrr.com Fax:

Building Owner: Marinette Masonic Assn Tax ID#/SSN 39-0451240

Address 1610 Main Street

Is the Applicant a commercial tenant of the project building? Yes No

Proposed project start date: Spring, 2020

Proposed project completion date: July 1, 2020

What is the existing use of the building? Downstairs - Commercial Office Space
Upstairs - Masonic Lodge

Will the project result in a change in the use of the building? No

Summary of Eligible Improvement Costs

<table>
<thead>
<tr>
<th>List Proposed Work</th>
<th>Contractor(s)</th>
<th>Finish Date</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace 13 upper windows</td>
<td>Esser Glass</td>
<td>7/1/2020</td>
<td>$17,150</td>
</tr>
<tr>
<td>Window framing to be kaunzer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>457 tint to be applied</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finish glass to be insulated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insulating glass with 1&quot; bronze insulated panels above</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Five of the upper windows to receive kaunzer glass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vent operating windows</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $17,150
The undersigned application affirms that:

A. The information submitted is true and accurate to the best of the applicant's knowledge.

B. I have read and understand the conditions of the Facade Improvement Program and agree to abide by its conditions and guidelines.

C. I understand that all work completed on the project must follow the description of approved methods and materials listed in the above section. Any variance from the agreed upon procedure, without prior approval, may result in forfeiture of any grant for which I may have qualified.

Signature of Applicant(s):

Date: __26-20

Please provide the following attachments:

• Photographs of project building on all four sides and renderings of finished product
• Copy of lease, land contract or deed
• If tenants, you must provide owner's written authorization
• At least two (2) written bids/quotes for work to be completed that involve material costs only and no labor costs
• At least two (2) written bids/quotes for work to be completed that exceed $5,000 and involve a combination of material and labor cost estimates
• Design plan or detailed description of work to be completed
September 3, 2019

Marinette Masonic Association
1610 Main Street
Marinette, Wisconsin 54143

Attn: Jack Hetcher

Jack,

The cost to replace the windows in the lower level of the Masonic Building in Marinette is $15,434.00. Window framing to Kawneer 451T in a clear anodized finish. Glass to be 1" tinted insulating glass with 1" insulated panels above and below each lite of glass.

The cost to replace the windows in the upper level of the building is $17,150.00. Window framing to Kawneer 451T in a dark bronze anodized finish. Glass to be 1" tinted insulating glass with 1" bronze insulated panels above. Five of the upper windows to receive Kawneer Glass Vent operating windows.

Price breakdown is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$22,044.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$10,540.00</td>
</tr>
<tr>
<td>Total</td>
<td>$32,584.00</td>
</tr>
</tbody>
</table>

Thank You!

John Hubert
Esser Glass

This work was completed in December, 2019
1. Chairperson Steve Lang called the regular meeting of the Marinette Redevelopment Authority (MRA) to order at 03:02PM in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, Marinette, WIs.

2. Upon a call of the roll, it was determined, a quorum of Redevelopment Authority members were present and attendance was documented as follows:
   Members present: Steve Lang, Carol Kempka, Robin Harvey and Denise Ruleau.
   Members absent: Council Member Dave Anderson and Matt Albers
   Others present: Mayor Genisot, Fin. Director Miller, Jan Kust, Council Member Peter Noppenberg

3. Approval of prior Marinette Redevelopment Authority meeting minutes.
   Denise Ruleau moved/Carol Kempka seconded and all concurred, to approve, with the following corrections:
   Chairperson Steve Lang called the meeting to order in place of Council Member Anderson, Carol Kempka and Robin Harvey had a name spelling correction, the regular Marinette Redevelopment Authority's (MRA) meeting minutes from March 18, 2020.

4. Consideration and possible action regarding Subordination request for HR#1018
   Chairman Lang stated this is a standard request, just lowering the interest rate.
   Denise Ruleau moved/Robin Harvey seconded and all concurred, to recommend the Common Council approve the Subordination request for HR #1018. A call of the roll was completed and motion carried 4 ayes and 0 nays.

5. Discussion and possible Common Council Recommendation to write-off CDBG HR#60, a Housing Rehab loan with the City of Marinette in the amount of $11,046.
   Fin. Director Miller updated the members on a CDBG Rehab loan with a corrected amount of $11,046 owed to the City. The property owner had passed away and the property was taken back by Marinette County and auctioned off. Dir. Miller stated that she would like the City to request some recompense from the County as a result of the sale.
   Chairman Lang moved/Denise Ruleau seconded and all concurred, to recommend the Common Council approve, as presented, to request recompense from Marinette County for HR#60 and write-off the amount of the $11,046 HR loan.

6. Discussion and possible action to order letter reports for eighteen (18) Housing Rehab Loans
   Fin. Director Miller presented a handout to the members on 15 loans plus three additional ones for possible noncompliance. A list of loans was reviewed by the committee with a request from Dir. Miller to order letter reports to determine status of the loans and property in question. Further discussion was recommended by Mayor Genisot, Denise Ruleau and Chairman Lang on whether it would be less costly to go through the HR files before ordering a letter report.
   Chmn. Lang moved/Robin Harvey seconded and all concurred, to direct Fin. Dir. Miller and request Denise Ruleau go through eighteen (18) of the Rehab loans to determine which ones to bring back to committee with recommendations for a letter report for next meeting.

7. Discussion and possible action to defer payments for existing BDLP loans
   Fin. Dir. Miller stated that the two existing BDLP loans in compliance with the BDLP program, (BDLP #63 and #65) had both requested payment deferral during the COVID-19 business restrictions. Chairman Lang suggested that there be a set time where payments could be deferred. Chmn. Lang moved/Denise Ruleau seconded and all concurred, to approve deferment of payments for 90 Days, beginning April 1, 2020 going through the end of June, at which point the payments will be reconsidered and will capitalize the interest deferred to the balance of the mortgage. A call of the roll was completed, motion carried with 4 ayes and 0 nays.
8. Discussion and possible action on BDLP updates

Fin. Dir. Miller stated that there are two existing BDLP loans not in compliance with the BDLP program, (BDLP #62 and #64). A letter requesting Due in Payable was originally going to go out to these owners in March 2020 by City Atty. Gagan. _Chmn. Lang moved/Robin Harvey seconded and all concurred that due to the COVID-19 restrictions, it can be left up to Atty. Gagan’s discretion as to when to send the letters._

9. Discussion and possible action on CDBG updates

Fin. Dir. Miller stated that she did not have any additional updates for the CDBG files. No action was taken on this agenda item.

10. Motion to adjourn.

Denise Ruleau moved/Carol Kempka seconded and all concurred, to adjourn at 3:57PM.

*(The next scheduled MRA meeting will be scheduled in June 2020.)*

Respectfully Submitted,

Jan Kust
Community Development Specialist

Cc: Marinette Redevelopment Authority members; Mayor; Jan Kust; City Attorney; Common Council members packet & Clerks file.
MARINETTE REDEVELOPMENT AUTHORITY RESOLUTION #866
RECOMMENDING APPROVAL OF A REQUEST FOR
A SUBORDINATION AGREEMENT
FROM THE CITY OF MARINETTE FOR HR#1018

WHEREAS, the Marinette Redevelopment Authority administers the Community Development Block Grant Program Loan Funds for the City of Marinette, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, that the Marinette Redevelopment Authority approved Resolution #866 approving a request from Farmers & Merchants Bank & Trust, Marinette, WI for a Subordination Agreement from the City of Marinette for HR#1018, with the approval of Associated Bank & Trust in an amount not to exceed $47,881.00.

Dated this 27th Day of April.

Resolution introduced by Commissioner Ruleau.

Motion for adoption seconded by Commissioner Harvey.

Upon roll call vote, motion carried __4__ ayes to __0__ nays.

\[Signature\]
STEVEN E. LANG, Chairman

cc: Mayor Steve Genisot, HR#1018 (File); 2020 Resolution File
<table>
<thead>
<tr>
<th>HR</th>
<th>Loan #</th>
<th>Loan Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>222</td>
<td>$7,950.00</td>
<td></td>
</tr>
<tr>
<td>243</td>
<td>$7,886.95</td>
<td></td>
</tr>
<tr>
<td>269</td>
<td>$8,000.00</td>
<td></td>
</tr>
<tr>
<td>279-10</td>
<td>$7,000.00</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>$13,391.23</td>
<td></td>
</tr>
<tr>
<td>284</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>288-11</td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td>290</td>
<td>$6,345.00</td>
<td></td>
</tr>
<tr>
<td>316-19</td>
<td>$7,000.00</td>
<td></td>
</tr>
<tr>
<td>436</td>
<td>$8,000.00</td>
<td></td>
</tr>
<tr>
<td>525</td>
<td>$8,600.00</td>
<td></td>
</tr>
<tr>
<td>922</td>
<td>$10,929.00</td>
<td></td>
</tr>
<tr>
<td>1010</td>
<td>$22,556.00</td>
<td></td>
</tr>
<tr>
<td>1501</td>
<td>$8,603.00</td>
<td></td>
</tr>
<tr>
<td>1602</td>
<td>$6,000.00</td>
<td></td>
</tr>
</tbody>
</table>

| 215  | $7,928.00 |
| 235  | $7,730.00 |
| 289  | $8,000.00 |
Committee Chairperson, Ken Keller, called the Special Personnel and License Committee Meeting to order at 4:05 PM in the Common Council Chambers at Marinette City Hall, 1905 Hall Ave.

1. Upon a call of the roll, it was determined, a quorum of Committee members were present and their attendance was documented as follows:
   - Present: Alderpersons Keller, Kowalski, Polzin, Anderson, & Skorik
   - Absent:
   - Others present: Mayor Genisot, Executive Recreation Director Scray & Human Resource Specialist Jennifer Nelson

2. Discussion & Possible recommendation to the Common Council regarding pay grade for Recreation Program Coordinator position.
   Alderperson Kowalski moved/ Polzin seconded and all concurred to recommend the Common Council approve the pay range of $16.83 to $21.63 depending on qualifications for the Recreation Program Coordinator position.

3. Discussion & Possible recommendation to the Common Council regarding pay grade for Recreation Superintendent position.
   Alderperson Kowalski moved/ Anderson seconded and all concurred to recommend the Common Council approve the pay range of $62,000 to $68,000 depending on qualifications for Recreation Superintendent position.

4. Adjournment.
   Alderpersons Polzin moved/ Kowalski seconded and all concurred, to adjourn at 4:50 PM.

   Lana R. Bero, City of Marinette Clerk

(The next regular Personnel & License Committee meeting is scheduled for Tuesday 05/19/20 @ 04:45 PM, or immediately following the Board of Public Works meeting, whichever is later, within the Common Council Chambers @ Marinette City Hall, 1905 Hall Ave. Marinette.)
This section of the report presents detailed salary, bonus and demographic data for the 10 park and recreation professions covered in the survey:

- Park and Recreation Agency Director (or Executive Director or Superintendent)
- Planning Director (or Superintendent)
- Director of Finance (or Administrative Director or Business Manager)
- Recreation Director (or Recreation Superintendent or Assistant Director - Recreation)
- Park Operations Director (or Maintenance Director or Maintenance Superintendent)
- Park Operations (or Maintenance Foreman)
- Facilities Manager
- Athletics Supervisor (or Athletics Manager)
- Aquatics Supervisor (or Aquatics Manager)
- Recreation Program Coordinator (or Recreation Program Manager)

### MEDIAN BASE SALARIES AND TYPICAL ANNUAL SALARY INCREASES

<table>
<thead>
<tr>
<th></th>
<th>Base Salary on January 1, 2019</th>
<th>Base Salary on January 1, 2018</th>
<th>Median Year-to-Year Percentage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park and Recreation Agency Director</td>
<td>$100,250</td>
<td>$95,000</td>
<td>+3.0%</td>
</tr>
<tr>
<td>Planning Director</td>
<td>78,052</td>
<td>77,000</td>
<td>+2.5%</td>
</tr>
<tr>
<td>Director of Finance</td>
<td>85,000</td>
<td>80,388</td>
<td>+3.4%</td>
</tr>
<tr>
<td>Recreation Director</td>
<td>78,250</td>
<td>76,000</td>
<td>+3.2%</td>
</tr>
<tr>
<td>Park Operations Director</td>
<td>72,500</td>
<td>68,000</td>
<td>+3.1%</td>
</tr>
<tr>
<td>Park Operations</td>
<td>55,000</td>
<td>53,625</td>
<td>+3.1%</td>
</tr>
<tr>
<td>Facility Manager</td>
<td>57,434</td>
<td>54,433</td>
<td>+3.0%</td>
</tr>
<tr>
<td>Athletics Supervisor</td>
<td>54,152</td>
<td>52,000</td>
<td>+3.0%</td>
</tr>
<tr>
<td>Aquatics Supervisor</td>
<td>51,500</td>
<td>47,600</td>
<td>+3.0%</td>
</tr>
<tr>
<td>Recreation Program Coordinator</td>
<td>46,141</td>
<td>46,194</td>
<td>+3.0%</td>
</tr>
</tbody>
</table>
Recreation Leader in Wisconsin

Salary
Benefits
Job Info
Compare Jobs
Similar Jobs
Job Openings
Resume Critique

Salary (/tools/salary-calculator/recreation-leader/wi?type=base)
Salary + Bonus (/tools/salary-calculator/recreation-leader/wi?type=bonus)
Benefits (/tools/salary-calculator/recreation-leader-benefits/wi)

Paid Annually

<table>
<thead>
<tr>
<th>Percentile</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>10th</td>
<td>$24,285</td>
</tr>
<tr>
<td>25th</td>
<td>$27,936</td>
</tr>
<tr>
<td>Median</td>
<td>$32,004</td>
</tr>
<tr>
<td>75th</td>
<td>$36,519</td>
</tr>
<tr>
<td>90th</td>
<td>$40,706</td>
</tr>
</tbody>
</table>

View as table (/tools/salary-calculator/recreation-leader/wi?view=table)

Do you know the following factors can affect your pay? Check it out to see how much you are worth.

- Location
- Education
- Years of Exp.
- Direct Reports
- Reports To
- Performance

Get a Salary Increase (https://secure.salary.com/personal/salaryreport/chart?job=Recreation Leader&state=Wisconsin)

Many jobs pay a substantial bonus in addition to a base salary.

Benefits are an important component of a total rewards package.

Check Salary + Bonus for this Job (/tools/salary-calculator/recreation-leader/wi?salary=benefits) Information for this Job (/tools/salary-calculator/recreation-leader/wi)

Ad www.employment.org/jobs/recreation

Recreation Jobs in Marinette - Hiring Now, Apply Today
Full & Part Time Recreation Positions Open, Apply Today.
- Parks Department Jobs
- Park Recreation Jobs
- Rec Jobs
- National Park Jobs
- Delivery Jobs
- Recreation Employment

Ad www.neuvoo.com/jobs

Recreation Leader Jobs - Marinette
Apply for the best paid recreation leader jobs on neuvoo.
- Jobs Near You · Seasonal Jobs

Job Openings for Recreation Leader


Assistant Campus Recreation Director in Wisconsin


How To Become (https://www.salary.com/articles/how-to-become/how-to-become-a-campus-recreation-director)

Paid Annually

<table>
<thead>
<tr>
<th>Percentile</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td>$40,837</td>
</tr>
<tr>
<td>25%</td>
<td>$47,637</td>
</tr>
<tr>
<td>50% (Median)</td>
<td>$55,631</td>
</tr>
<tr>
<td>75%</td>
<td>$63,797</td>
</tr>
<tr>
<td>90%</td>
<td>$86,747</td>
</tr>
</tbody>
</table>

Do you know the following factors can affect your pay? Check it out to see how much you are worth.

- Location
- Education
- Years of Exp.
- Direct Reports
- Reports To
- Performance

Many jobs pay a substantial bonus in addition to a base salary.

Benefits are an important component of a total rewards package.

Check Salary + Bonus for this job (https://www.salary.com/tools/salary-calculator/assistant-campus-recreation-director/wi?type=bonus)

Ad www.nauvoo.com/jobs*

Campus Recreation Director Jobs - Marinette
Apply for the best paid campus recreation jobs on nauvoo.

Jobs Near You
Entry Level Jobs
Work From Home Jobs
Seasonal Jobs
Full Time Jobs
Part Time Jobs

Ad www.employment.org/jobs/director*

$17-$49/hr Recreation Director Jobs - Many Openings
(Marinette)
Full & Part Time Recreation Director Positions Open. Apply Today.
New: Recreation Director Jobs...
Director Jobs
Finance Director Jobs
Managing Director Jobs
Director Employment
Registered Nurse Jobs
Sport And Recreation Jobs

Job Openings for Assistant Campus Recreation Director
https://www.salary.com/tools/salary-calculator/assistant-campus-recreation-director/wi
1. Mayor Genisot called the Board of Public Works special meeting to order at 04:30 PM at Marinette City Hall Common Council Chambers, 1905 Hall Ave., Marinette WI.

2. **Upon a call of the roll** it was determined a quorum of the Board were present and attendance was documented as follows:  
**MEMBERS PRESENT:** Alderpersons Flatt, Skorik, Keller, Hitt; Mayor Genisot; Public Works Director/City Engineer Miller; Finance Director/Treasurer Miller. (Due to Covid-19 many members were present via a go to meeting).  
**ABSENT & EXCUSED:** City Attorney Gagan  
**OTHERS PRESENT:** Pat Carlson, Alderperson Noppenberg & Amber Myszka

3. **Discussion and possible action regarding City Dump.**  
Public Works Director/City Engineer Miller presented a follow up power point presentation regarding recommendations for the City Dump. The presentation outlined Annual Usage and costs at the Dump Site. The 2019 review showed a Net Operating Loss of $85,641 in which he feels is unsustainable to keep the City Dump operating. He proposed three ways to help continue to operate the dump for City Resident’s and reduce dependency on the General Fund. 1- Restructure the size allowable for in-coming loads, 2- Increase the fees and 3- Make it easy for the Dump attendant to determine if in-coming loads meet the new requirements. Alderperson Skorik moved/ Anderson seconded and all concurred to recommend the Common Council approve the proposed 2020 Dump fee changes as presented, which include a fee of $2.50 per bag or can, $30.00 per trailer load a fee of $15.00 per Pickup Truck Load & a fee of $10.00 per Large item. Fees for Trailers and Pickup Trucks may have an extra charge if the load does not meet the new requirements.

4. **Discussion and possible recommendation to the Common Council regarding ECS Midwest Professional Services Agreement for 2020 Street Projects.**  
Alderperson Hitt moved/ Anderson seconded and all concurred to recommend the Common Council approve the ECS Midwest Professional Services Agreement for 2020 Street Projects.

5. **Discussion and possible recommendation to the Common Council regarding Bid Results for Stearns Drive and Utility Construction, Project No. 2020-300.**  
Four bids were received for the request for Project No. 2020-300 for Stearns Drive and Utility Construction. Finance Director Miller moved/ Alderperson Skorik seconded and all concurred to recommend the Common Council approve the low bid from Jackie Foster Construction, 5824 Allen Rd, Little Suamico, WI in the amount of $355,605.15

6. **Discussion and possible recommendation to the Common Council regarding Bid Results for Carney Blvd-Elizabeth Ave Alley Sanitary Sewer Replacement, Project No. 2020-400.**  
Four bids were received for the request for Project No. 2020-400, Carney Blvd-Elizabeth Ave Alley Sanitary Sewer Replacement. Alderperson Flatt moved/ Keller seconded and all concurred to recommend the Common Council approve the low bid from Advance Construction, Inc. 2141 Woodale Ave, Green Bay WI in the amount of $175,416.08

7. **Discussion and possible action regarding Bid results for Concrete at Large.**  
One bid was received for Concrete at Large.  
Alderperson Anderson moved/ Hitt seconded and all concurred to recommend the Common Council approve the sole bid from Ed’s Concrete & Masonry, Inc. 941 Pine St Peshtigo, WI in the amount of $28,935.00.

8. **Adjournment.**  
Finance Director Miller moved/ Alderperson Hitt seconded and all concurred to adjourn at 05:19 PM.  
Lana Bero, City of Marinette Clerk

*(The next regular Board of Public Works meeting is scheduled for Tuesday 5/19/20 @ 04:30 PM, within the Common Council Chambers at Marinette City Hall, 1905 Hall Ave.)*

Cc: Council Packet; Board members, Ashley Sier & Finance Department/Accounts Payable staff.
CITY OF MARINETTE
City Dump
April 27, 2020

City Dump
Incoming Junk

Month

- $5 Transaction Fee
- Single Axle Load
- Double Axle Load

12-year Monthly Totals from Jan 2008 - Oct 2019
TYPICAL LOAD

Load Weight = 360 Pounds
Current Charge = $5.00
Actual Disposal Cost = $29.98
MEGA LOAD

Load Weight = 860 Pounds
Current Charge = $5.00
Actual Disposal Cost = $71.61

DUMP REVIEW

During 2019......

➤ 533 Tons of In-coming Refuse
➤ 34 Tons of In-coming Recycling
➤ 6.8 Tons of In-coming Electronics
➤ $30,101 Direct Labor Cost
➤ $58,690 Refuse Disposal Cost
(Roll-off & Tipping Fees)
2019 DUMP FINANCIALS

$103,979 Total Cost
$18,338 Total Revenue

$85,641 Net Operating Loss

GOAL

CONTINUE OPERATING CITY DUMP FOR CITY RESIDENTS AND REDUCE DEPENDENCY ON THE GENERAL FUND.
GOAL
CONTINUE OPERATING CITY DUMP FOR CITY RESIDENTS AND REDUCE DEPENDENCY ON THE GENERAL FUND.

- Restructure the size of allowable in-coming loads
- Increase the Fees
- Make it easy for the Dump Attendant to determine if in-coming loads meet the new requirements

IN-COMING LOADS

33 Gallon Bags/Cans
> $2.50 Fee per Bag/Can

$22.50
IN-COMING LOADS

6'x10' Trailer

- $30.00 Fee per Trailer Load
- 6'x10'x3' Load = 6.7CY

IN-COMING LOADS

Pickup Truck Load

- $15.00 Fee per Truck Load
- 2 ~ 3 CY
IN-COMING LOADS

Unacceptable Pickup Truck Load

IN-COMING LOADS

Large Item

➢ $10.00 per Large Item
SUMMARY

Proposed 2020 Dump Fee Changes
➢ $2.50 per Bag or Can
➢ $30.00 per 6'x10'x3' Trailer Load (~7 CY)
➢ $15.00 per Pickup Truck Load (2-3 CY)
➢ $10.00 per Large Item
ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

**PROJECT INFORMATION**

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>2020 Street Projects</th>
<th>ECS Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Various Streets</td>
<td>ECS Proposal 59:2623</td>
</tr>
<tr>
<td>City, State:</td>
<td>Marinette, Wisconsin</td>
<td></td>
</tr>
</tbody>
</table>

**CLIENT INVOICE INFORMATION**

<table>
<thead>
<tr>
<th>Firm:</th>
<th>City of Marinette</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Mr. Brian Miller</td>
</tr>
<tr>
<td>Street Address:</td>
<td>1905 Hall Avenue</td>
</tr>
<tr>
<td>City, State:</td>
<td>Marinette, Wisconsin</td>
</tr>
<tr>
<td>Zip:</td>
<td>54143</td>
</tr>
</tbody>
</table>

**PROJECT INFORMATION**

As with past years, we understand the typical projects include construction of roadways and installation of municipal utilities throughout the year. At this time information is not available regarding what specific projects are to be expected.

**SCOPE OF SERVICES**

The primary scope of services would follow the requirements established in the project specifications. However, we have summarized the anticipated scope of services:

- **Geotechnical Subsurface Exploration** – The number of standard penetration test borings and depths will be performed as requested by the City of Marinette personnel. The fieldwork will also include notifying Diggers Hotline, and abandonment of each borehole in accordance with Wisconsin Administrative Code NR141. However, boring layout and traffic control during drilling operations will be provided by others.

The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials. In addition, a written report will be prepared documenting the results of the field and laboratory test programs. The report will include boring logs documenting the encountered soil and groundwater conditions, and our recommendations concerning pavements, utilities, the possible reuse of onsite soil for backfill, construction considerations, and site preparations relative to the subsurface conditions.

- **Observations of Subgrade Soils** – An engineer will review the subgrade soils exposed in utility excavations and roadway subgrades by hand-auger borings, manual cone penetrometer, and proof-roll testing. The engineer will also document the suitability of the subgrade soils for support of foundations and subsequent engineered fill and pavement system.

- **Field Density Testing of Fill** – While placing engineered fill around manholes, backfilling utility trenches, or beneath roadway pavements, field density tests will be performed on the compacted fill using nuclear density methods. Moisture/density and mechanical analysis tests will be conducted as required.

- **Plastic Concrete Testing** - During placement of concrete, tests will be performed in accordance with project specifications or in accordance with your requirements. Tests for slump, concrete temperature, and air content will be performed at more frequent intervals as time permits. All exterior concrete structures should be tested for variations in entrained air contents which affect resistance to damage from freezing and thawing. Six inch diameter concrete cylinders will be cast for compression testing at the frequency outlined by the project specifications.
Hardened Concrete Testing - Four cylinders will be tested for compressive strength; one at 7, two at 28 days, and one held as a backup for additional testing. You will be notified if 7 day strengths indicate a potential failure at 28 days. Unless specifically requested by you, any "Backup" cylinders will be disposed of if the 28 day cylinder meets project specifications.

Bituminous Pavement Testing - During pavement placement, compaction results will be compiled to monitor this construction. Compaction tests of the mat will be performed using nuclear density methods. Core samples can be obtained if required to verify mat thicknesses and field densities. Asphaltic oil contents and the gradation of aggregates will be checked during placement (if requested).

Reporting - These services will be coordinated by our project manager. As test results are determined, you will be notified immediately of failing results. For field tests, your site personnel will be notified of passing and failing test results prior to our departure from the site, whenever practical. Further, test results will be presented in written reports that are reviewed by a project engineer.

Additional Services – ECS Midwest, LLC performs a complete range of construction materials testing and inspection services. Our engineers can also troubleshoot and provide solutions to challenges you may encounter during construction projects. Please contact us if there are additional testing services you require.

This is a preliminary scope of services pending your approval. If a different scope of services is requested, we will provide a revised proposal upon your request.

FEES

ECS Midwest, LLC proposes to provide testing and engineering services on a Time and Materials basis in accordance with the attached Fee Schedule. These fees will remain in effect through calendar year 2020.

SCHEDULING

Because we understand field services will be provided on an "as requested" basis, we request a minimum of 24 hours notice prior to requiring our services onsite. However, we often have technicians available on shorter notice.

CONDITIONS

Should conditions beyond our control develop necessitating changes in the scope of services, our cost will be based on the actual job work completed in accordance with the attached Fee Schedule. If services in addition to this scope of services are required, our fees would be based on the attached Construction Materials Fee Schedule. If these situations should arise, we will discuss the additional scope of services with you to receive your approval before proceeding. Please note that the attached "TERMS AND CONDITIONS OF SERVICE" are a part of this proposal.

INSURANCE

ECS Midwest, LLC employees are covered on your project site by Workman's Compensation and General Liability Insurance. Certificates showing proof of insurance are available upon request.

REMARKS

Thank you again for allowing us to submit rates for consulting services and we look forward to working with you on your project. Please note that the attached "TERMS AND CONDITIONS OF SERVICE" are a part of this proposal. Should you have any questions regarding this letter, attached rates, or would like to schedule our services, please contact myself or Mr. Mark King in our Green Bay office at 920/347-9040.

The services described above will be rendered portal-to-portal from our office in Green Bay. Unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 6:00 p.m. Overtime beyond 8 hours/day, outside normal hours, and on Saturday, Sunday or holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling of services should occur by 3:00pm day before anticipated activities.

ECS Proposal No. 59:2623

Ver. 06/30/14
Complete this page and return one copy of this proposal to ECS Midwest, LLC to indicate acceptance of this proposal and to initiate work on the above-referenced project. The client’s signature below also indicates that he/she has read or has had the opportunity to read the accompany General Conditions of Service and agrees to be bound by such General Conditions of Service.

**BILLING INFORMATION**
(Please Print or Type)

Name of Client: ________________________________
Project Manager: ________________________________
Phone number of Project Manager: ______________

Party Responsible for Payment: ________________________________
Company Name: ________________________________
Person/Title: ________________________________
Department: ________________________________
Billing Address: ________________________________

Telephone Number: ________________________________
Fax Number: ________________________________
E-mail Address: ________________________________
Client PO/Job Number: ________________________________
Special Conditions for Invoice: ________________________________

Report Distribution: ________________________________
Name: ________________________________
E-mail Address: ________________________________
Name: ________________________________
Email Address: ________________________________
Name: ________________________________
E-mail Address: ________________________________

Site Contact: ________________________________
Name: ________________________________
Phone Number: ________________________________

**Work Authorized By:**

**Signature:** ________________________________ **Date:** ________________________________

**Print Name:** ________________________________ **Title:** ________________________________

**Firm:** ________________________________

Signature warrants his/her authority to bind the entity represented

For ECS MIDWEST, LLC:

**Signature:** ________________________________ **Date:** 4/21/2020

**Department Manager:** Troy A. Vetort

**Signature:** ________________________________ **Date:** 4/21/2020

**Group Manager:** Mark E. King

Note: Proposal incorporating Terms and Conditions. ECS Terms and Conditions are attached to this proposal and are an integral part of your Authorization to Proceed. Please read the Terms and Conditions before signing this proposal. By your acceptance of this proposal you agree to accept all of the Terms and Conditions. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.

ECS Proposal No. 50-2623
Ver. 05/30/14
# 2020 FEE SCHEDULE
City of Marinette

## PROFESSIONAL SERVICES:
<table>
<thead>
<tr>
<th>Service</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal Engineer</td>
<td>$250.00/hour</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$175.00/hour</td>
</tr>
<tr>
<td>Senior Department Manager</td>
<td>$145.00/hour</td>
</tr>
<tr>
<td>Construction Services Manager</td>
<td>$110.00/hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$95.00/hour</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$80.00/hour</td>
</tr>
</tbody>
</table>

## TECHNICAL STAFF:
<table>
<thead>
<tr>
<th>Position</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Field Technician</td>
<td>$60.00/hour</td>
</tr>
<tr>
<td>Field Technician</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$42.00/hour</td>
</tr>
</tbody>
</table>

## LABORATORY:
<table>
<thead>
<tr>
<th>Task</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Laboratory Moisture-Density Relationship</td>
<td></td>
</tr>
<tr>
<td>a. Standard Proctor (ASTM D698) or Modified Proctor (ASTM D1557)</td>
<td>$175.00/each</td>
</tr>
<tr>
<td>b. Clay Sample Preparation</td>
<td>$65.00/each</td>
</tr>
<tr>
<td>c. One-Point Proctor Check (ASTM D698 or D1557)</td>
<td>$100.00/point</td>
</tr>
<tr>
<td>2. Mechanical Analysis on Submitted Samples</td>
<td></td>
</tr>
<tr>
<td>a. Through the #200 Sieve (ASTM C117 or C136)</td>
<td>$90.00/each</td>
</tr>
<tr>
<td>b. Through the #200 Sieve Only (ASTM C117)</td>
<td>$50.00/each</td>
</tr>
<tr>
<td>c. #10 Through 0.001mm by Hydrometer Method (ASTM D422)</td>
<td>$110.00/each</td>
</tr>
<tr>
<td>3. Atterberg Limits Including Plasticity Index (ASTM D4318)</td>
<td>$75.00/each</td>
</tr>
<tr>
<td>4. Compression Test of Submitted 6&quot;x12&quot; concrete cylinders (ASTM C39)</td>
<td>$24.00/each</td>
</tr>
<tr>
<td>5. Bituminous Extraction &amp; Mechanical Analysis of Aggregate (ASTM D2172, C136 &amp; C117)</td>
<td>$180.00/each</td>
</tr>
<tr>
<td>6. Compressive Strength of 3&quot;x3&quot;x6&quot; mortar or grout prisms (ASTM C109)</td>
<td>$20.00/each</td>
</tr>
<tr>
<td>7. Water Content and Dry Density</td>
<td>$26.00/each</td>
</tr>
<tr>
<td>8. Water Content Only (ASTM D2216)</td>
<td>$10.00/each</td>
</tr>
<tr>
<td>9. Unconfined Compression Test (ASTM D2168)</td>
<td>$45.00/each</td>
</tr>
<tr>
<td>10. Organic Content Test (ASTM D2974)</td>
<td>$45.00/each</td>
</tr>
<tr>
<td>11. Hydraulic Conductivity</td>
<td></td>
</tr>
<tr>
<td>a. Flexible Wall / Failing Head Method</td>
<td>$250.00/each</td>
</tr>
<tr>
<td>b. Flexible Wall/Constant Head Method with Recompacted Sample (ASTM D5084)</td>
<td>$375.00/each</td>
</tr>
<tr>
<td>c. Flexible Wall/Constant Head Method</td>
<td>$300.00/each</td>
</tr>
<tr>
<td>d. Constant Head (Granular Soil) Method (ASTM D2434)</td>
<td>$250.00/each</td>
</tr>
<tr>
<td>12. Consolidated Test (ASTM D2435)</td>
<td></td>
</tr>
<tr>
<td>a. Initial Load/Unload</td>
<td>$500.00/test</td>
</tr>
<tr>
<td>b. Additional Cyclic Loadings</td>
<td>$75.00/cyclic</td>
</tr>
<tr>
<td>13. Triaxial Tests (per confining pressure) (ASTM D2850 or D4767)</td>
<td>Special Quote</td>
</tr>
<tr>
<td>14. Pressuremeter Testing</td>
<td>Special Quote</td>
</tr>
</tbody>
</table>
## 2020 FEE SCHEDULE

City of Marinette

### EQUIPMENT:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Drill Rig Mobilization</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Truck Rig</td>
<td>$400.00/mob</td>
</tr>
<tr>
<td></td>
<td>b. ATV Rig</td>
<td>$750.00/mob</td>
</tr>
<tr>
<td></td>
<td>c. Daily Truck Rig Rental</td>
<td>$50.00/day</td>
</tr>
<tr>
<td></td>
<td>d. Daily ATV Rig Rental</td>
<td>$100.00/day</td>
</tr>
<tr>
<td>2.</td>
<td>Drilling and Sampling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Auger Drilling (no sampling)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. 0'-20'</td>
<td>$10.00/foot</td>
</tr>
<tr>
<td></td>
<td>c. 20'-40'</td>
<td>$14.00/foot</td>
</tr>
<tr>
<td></td>
<td>d. 40'+</td>
<td>$16.00/foot</td>
</tr>
<tr>
<td></td>
<td>e. Rock Core Set-up</td>
<td>$18.00/foot</td>
</tr>
<tr>
<td></td>
<td>f. Rock Coring</td>
<td>$60.00/foot</td>
</tr>
<tr>
<td></td>
<td>g. Hard Drilling Surcharge (N ≥ 50 bpf)</td>
<td>$8.00/foot</td>
</tr>
<tr>
<td>3.</td>
<td>Deck Penetration and Patch</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$150.00/each</td>
</tr>
<tr>
<td>4.</td>
<td>Concrete or Asphalt Patching</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20.00/hole</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$5.00/foot</td>
</tr>
<tr>
<td>6.</td>
<td>Shelby Tubes (If damaged during sampling)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$35.00/each</td>
</tr>
<tr>
<td>7.</td>
<td>Per Diem</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$175.00/day</td>
</tr>
<tr>
<td>8.</td>
<td>Access Delay</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$160.00/hour</td>
</tr>
<tr>
<td>9.</td>
<td>Manual Boring Equipment Rental</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. SPT Sampling Equipment</td>
<td>$100.00/day</td>
</tr>
<tr>
<td></td>
<td>b. Hydraulic Tripod Assembly</td>
<td>$350.00/day</td>
</tr>
<tr>
<td>10.</td>
<td>Power Auger Rental</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85.00/day</td>
</tr>
<tr>
<td>11.</td>
<td>Coring Machine Rental</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85.00/day</td>
</tr>
<tr>
<td>12.</td>
<td>Traffic Control Signage</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85.00/day</td>
</tr>
<tr>
<td>13.</td>
<td>Mileage (not including Drill Rig milestone)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.75/mile</td>
</tr>
<tr>
<td>14.</td>
<td>Subcontractor</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>15.</td>
<td>Necessary Expenses (ie. Required permits or fees)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>16.</td>
<td>Nuclear Density Gauge (Unlimited Number of Tests)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$45.00/day</td>
</tr>
<tr>
<td>17.</td>
<td>Dynamic Cone Penetrometer (Unlimited Number of Tests)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$32.00/day</td>
</tr>
<tr>
<td>18.</td>
<td>Concrete Equipment Rental</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$35.00/day</td>
</tr>
<tr>
<td>19.</td>
<td>Cylinder Molds (case)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. 6&quot; x 12&quot;</td>
<td>$40.00/case</td>
</tr>
<tr>
<td></td>
<td>b. 4&quot; x 8&quot;</td>
<td>$46.00/case</td>
</tr>
</tbody>
</table>
The professional services (the "Services") to be provided by ECS MIDWEST, LLC ("ECS"), pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant on behalf of CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES – it is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and CLIENT'S contractors and consultants. CLIENT acknowledges that information is not current, incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS represents that it will perform the service evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). ECS represents that it has the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS regulations, plan or order. Any facts provided by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. ECS acknowledges that such data collection is limited to specific areas that are sampled, baled, tested, observed and/or evaluated. Consequently, ECS shall bear no liability for any erroneous or unsubstantiated facts provided by the CLIENT.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are made by ECS sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or near the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, byproduct, waste, or sample, and potentially or actually exists in a solid, liquid, semi-solid or gaseous form. ECS shall notify ECS of any known, suspected, or suspected regulated, contaminated, or otherwise similar material. If the Site prior to ECS evaluating the Site, and any hazardous material or substances that are present or believed to be present within the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services began, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment or other safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling and in the handling or processing conditions that may be either readily apparent or not readily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building. ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. ECS agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS Additional Services) in any way arising from or in connection with the existence of or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform the Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from or related to any claim of damage, injury or loss allegedly arising out of or in connection with the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage to CLIENT'S responsibility unless specifically included in ECS Proposal.

7.4 CLIENT agrees that it will be liable for any claim related to the injury or loss arising from ECS arising from (1) procedures associated with the exploration, sampling or testing activities at the Site, (2) discovery of Hazardous Materials or suspected Hazardous Materials, or (3) ECS testing, calculations, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client furnished information as well as information needed and conveniently available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information shall not property marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services in accordance with local industry standards.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subsurface structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS attention in writing by CLIENT, not commonly shown on the Underground Utility Information such as property marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless otherwise requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory work for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 18.0, CLIENT authorizes ECS to retain all hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to recognize ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS and/or ECS subconsultants will exercise the Standard of Care in containing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the removal, removal, transport and disposal of such contaminated samples, and sampling process by-products in accordance with applicable laws and regulations.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. All CLIENT'S written request, ECS may assist CLIENT in identifying alternative alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, owner, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, no where a probe or exploration/during/during tool moves through a contaminated zone and links to an aquifer, underground stream, previous well stratum, or other hydric body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site has not been affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.
11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensed) of all documents, technical reports, letters, telegrams, blueprints, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all copyright law, statutory and other reserved rights, including copyrights. ECS shall have a limited, non-exclusive right to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are prepared or provided for the completion of the Project.

11.2 ECS's Services are performed and Documents of Service are provided for the CLIENT's sole use. CLIENT understands and agrees that any use of the Documents of Service provided to it other than the Client, it's licensed contractors and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS's Documents of Service.

11.3 CLIENT agrees not to use ECS's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS's prior written consent. Any use without ECS's prior written consent, arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service or from CLIENT, CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have the responsibility for the safety of its personnel while at any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve ECS and/or its contractors, consultants or other parties from their responsibility for their own safety. ECS shall not be responsible or liable for any loss, claim, suit, action or proceeding against the General Contractor for any personal injury or property damage due to the CLIENT's activities.

12.2 In the event of any accident, loss, or injury, the CLIENT's assumption of responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed as acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavation, trenching, shoring, drilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in accordance with the applicable codes, laws, and regulations. ECS shall not be responsible for any delay or error in testing due to CLIENT's failure to provide adequate notice of the requirement.

13.2 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring, testing, and inspection services on any project that is subject to the Codes. ECS shall not be responsible for any delays or errors in testing due to CLIENT's failure to provide adequate notice of the requirement.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required by ECS at the time of Project completion shall be provided only after ECS's review of the project and determination of compliance with all applicable laws and regulations.

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimates of Professional Fees stated in these Terms shall not be construed as a limit to exceed the lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not to exceed amount, that amount shall be limited to no more than the total cost of the Project. ECS shall be entitled to receive for services rendered.

15.2 ECS agrees to promptly submit invoices for all professional fees and other services rendered to the Project and shall not be required to provide any additional documentation or reports.

15.3 Should ECS identify a Change Condition(s), ECS shall notify the CLIENT of the Change Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services and Professional Fees, and time and cost shall be adjusted.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS invoices, and that timely payment is a material consideration for this Agreement. All payments shall be due in U.S. dollars drawn upon U.S. banks and in accordance with the rules and changes set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes any or part of an invoice, CLIENT shall provide ECS with written notice to dispute the invoice within five (5) calendar days of the receipt of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge a late charge of one and one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, prior adjudication of a lawsuit, CLIENT's successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to specific consultants. ECS reserves the right to require that any appraisal or other financial analysis be completed and that Client pay for all expenses incurred by ECS in obtaining payment under this Agreement. In default of obtaining a share, recovery under a bond, collecting any judgment obtained, or enforcing a contract judgment, CLIENT shall compensate ECS for the costs of correcting such defects.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS of any defects in service detected during work on any project at any time or any suspect defects in the Services as it appears to the defects, effective remedial measures that in ECS's opinion will reduce or eliminate the consequences of any such defective Service. ECS shall promptly and at no cost to CLIENT, correct the defect and pay for any damages, including but not limited to, the loss of use of the Project, the cost of corrective work, and other costs reasonably incurred.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Worker's Compensation Insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall be responsible for the cost of all insurance policies maintained by ECS or its Agents, including but not limited to, workmen's compensation, liability, and professional liability insurance policies.

18.0 LIMITATION OF LIABILITY


18.1.1 If the proposed fees are $10,000 or less, ECS's total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS's total aggregate liability to CLIENT shall not exceed 50% of the total fees, or two (2) times the total fee for services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions of ECS or its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors for which CLIENT is legally liable.

18.3 CLIENT agrees that ECS's liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal is limited to $500,000.
19.6 INDEMNIFICATION

19.6.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS's negligent performance of the Service, but only to the extent that such damages are found to be caused by ECS's negligence, errors, omissions, (specifically excluding any damages caused by any third party or any OTHER PARTY). ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.6.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against all and any liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) (["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease or death of any person; (b) the injury or loss of value pertaining to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damages is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.7 It is specifically understood and agreed that in no case shall ECS be required to pay to the Business, such benefit is purely incidental and such other party shall not be deemed a third party beneficiary to the Agreement. ECS, and no other party or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

19.8.1 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, subsidiary entity, or individual officer, director or employee in conformance of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) incurred as a result of such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other party shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS's opinions rendered in connection with ECS Services without written consent from both CLIENT and ECS, which shall include such factors as, but not limited to, the parties' intention to include the third-party or the terms and conditions contained herein and third-party's agreement to indemnify ECS. Scope of Services performed is adequate.

24.0 DISPUTE RESOLUTION

24.1 In the event any claims, disputes, and other matters in question arising out or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should the meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID BOND</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jackie Foster Construction</td>
<td>YES</td>
<td>$355,605.15</td>
</tr>
<tr>
<td>5824 Allen Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Little Suamico, WI 54141</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barley Trucking and Excavating, Inc.</td>
<td>YES</td>
<td>$374,439.02</td>
</tr>
<tr>
<td>P.O. Box 547</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Menominee, MI 49858</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advance Construction, Inc.</td>
<td>YES</td>
<td>$406,277.75</td>
</tr>
<tr>
<td>2141 Woodale Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Bay, WI 54313</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hebert Construction Company</td>
<td>YES</td>
<td>$585,669.85</td>
</tr>
<tr>
<td>107 4th Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron River, MI 49935</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>BID BOND</td>
<td>BID AMOUNT</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>---------</td>
<td>--------------</td>
</tr>
<tr>
<td>Advance Construction, Inc.</td>
<td>YES</td>
<td>$175,416.08</td>
</tr>
<tr>
<td>2141 Woodale Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Bay, WI 54313</td>
<td></td>
<td></td>
</tr>
<tr>
<td>De Groot, Inc.</td>
<td>YES</td>
<td>$178,280.35</td>
</tr>
<tr>
<td>4201 Champion Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Bay, WI 54311</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barley Trucking and Excavating, Inc.</td>
<td>YES</td>
<td>$242,251.49</td>
</tr>
<tr>
<td>P.O. Box 547</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Menominee, MI 49858</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hebert Construction Company</td>
<td>YES</td>
<td>$282,728.27</td>
</tr>
<tr>
<td>107 4th Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron River, MI 49935</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>BID BOND</td>
<td>BID AMOUNT</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>Ed's Concrete &amp; Masonry, Inc.</td>
<td>YES</td>
<td>$28,935.00</td>
</tr>
<tr>
<td>941 Pine Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peshtigo, WI 54157</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPLIER</td>
<td>Bid Bond</td>
<td>BID AMOUNT</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Fahrner Asphalt Sealers, LLC</td>
<td>YES</td>
<td><strong>TOTAL BASE BID:</strong> $105,124.75</td>
</tr>
<tr>
<td>111 Anderson Road</td>
<td></td>
<td><strong>Alt Bid #1:</strong> $24,223.56</td>
</tr>
<tr>
<td>Iron River, MI 49935</td>
<td></td>
<td><strong>Alt Bid #2:</strong> $2,396.00</td>
</tr>
</tbody>
</table>

Bids Received 4/29/20 @ 11:00 AM
# BID RESULTS

VAN CLEVE AVENUE WATERMAIN REPLACEMENT – PROJECT #2020-600
CITY OF MARINETTE, WISCONSIN

Bids Received 4/29/20 @ 11:00 AM

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID BOND</th>
<th>BID AMOUNT</th>
</tr>
</thead>
</table>
| Barley Trucking & Excavating  
1824 10th Avenue  
Menominee, MI 49858    | YES      | $121,275.91     |
| DeGroot, Inc.  
4201 Champion Road  
Green Bay, WI 54311   | YES      | $155,533.42     |
| Advance Construction  
2141 Woodale Avenue  
Green Bay, WI 54313   | YES      | $160,133.10     |
1. Mayor Genisot, City of Marinette Plan Commission Chairperson, called the meeting of the City of Marinette Plan Commission to order at 03:30 PM in the Common Council Chambers at Marinette City Hall, 1905 Hall Ave.

2. Upon a call of the role it was determined a quorum of commission membership was present and the following attendance was recorded:

   COMMISSIONERS PRESENT: Mayor Genisot, Commissioner Tom Crowley, Steve Lang, Jon Heraly, Mike Minzlaflf.
   COMMISSIONER'S ABSENT: Alderperson Marx & Public Works Director/City Engineer Miller
   OTHERS PRESENT: City Inspector Curt Demlow, Jan Kust, John Liesveld & Amber Myszka.

3. Approval of prior Plan Commission meeting minutes.
   Commissioner Heraly moved/ Crowley seconded and all concurred, to approve, as presented, the City of Marinette Plan Commission’s re-scheduled meeting minutes from 3/05/20.

4. Discussion and possible action regarding a site plan from Robert E. Lee & Associates, Inc., Hobart, WI for a multi-family apartment building at 1509 Main Street Marinette, WI.
   Bob Detrick, Cheryl Detrick and Aaron Brienendfeldt were present (via teleconference) to answer any questions the commission may have. Public Works Director & City Engineer Miller and Building & Zoning Code Inspector Demlow indicated their review and approval of the plan by signing off on the form prior to today’s meeting. Bob Detrick stated the business owners currently occupying properties will still be able to access their businesses. Robert Kuehl representing Robert E. Lee stated all the Storm water issues were addressed and submitted to the DNR and approved. Alderperson Marx moved/ Commissioner Minzlaflf seconded and all concurred, to approve, as presented, the proposed site plan submitted by, Robert E. Lee & Associates, Inc. (conditioned upon the storm water flow is approved by the City Engineer and no egress out of the SE & SW so trucks may make feasible turns), for a Multi-Family apartment building at 1509 Main Street (immediately west of) Marinette, WI and authorize Municipal Building & Zoning Code Inspector Demlow to issue a building permit to that firm, for a Multi-Family Apartment building located at 1509 Main St, (Immediately West of), which is located within a “RM-2” Zoned District.

5. Discussion and possible action regarding proposed site plan from Bayland Buildings, Inc., Green Bay, WI for a building addition at Johnson Controls, 2700 Industrial Parkway South, Marinette WI.
   David O'Brien, representing Bayland Buildings was present to answer any questions the Commission may have. Public Works Director & City Engineer Miller and Building & Zoning Code Inspector Demlow indicated their review and approval of the plan by signing off on the form prior to today’s meeting. Commissioner Heraly moved/ Lang seconded and all concurred, to approve, as presented, the proposed site plan submitted by Bayland Buildings, Green Bay, WI for a building addition at, Johnson Controls, 2700 Industrial Parkway South, Marinette, WI and authorize Municipal Building & Zoning Code Inspector Demlow issue a building permit to Bayland Buildings, Inc., Marinette, WI for building addition located at 2700 Industrial Parkway South, which is located within a “M-2” Zoned District.

6. ADJOURNMENT.
   The meeting adjourned at 04:03 PM on motion by Commissioner Heraly moved/ Lang seconded and all concurred.

   Lana Bera, City Clerk
   (The next regular Plan Commission meeting is Wednesday 05/06/20 at 03:30 PM in City of Marinette Common Council Chambers located at 1905 Hall Ave., Marinette WI.)
April 30, 2020

On April 7, 2020, I was elected municipal court judge for the city of Marinette, Wisconsin.

According to Wisconsin Supreme Court Rules (SCR) 60.06 (1) (m) and the Wisconsin Constitution Article VII Section 10 (1); to paraphrase; no judge of any court of record can hold any other office of public trust except a judicial office, during the elected term of the judge.

As a result, I will resign my elective position as a member in good standing with the Marinette City Council as an alderperson representing ward 6.

It has been my honor and privilege to have been a member of the Marinette City Council. My best regards to the council members, the mayor and city government employees.

Respectfully submitted,

[Signature]

Peter Noppenberg
2011 Sherman Street
Marinette, WI 54143
715 587 1337
CITY OF MARINETTE, WISCONSIN

RESOLUTION NO. 12-2020

ADOPTING MARINETTE REDEVELOPMENT AUTHORITY
RESOLUTION #866 RECOMMENDING TO THE COMMON COUNCIL
THE APPROVAL OF A SUBORDINATION AGREEMENT
FOR HR#1018

WHEREAS, the Marinette Redevelopment Authority administers the Community Development Block Grant Program Loan Funds for the City of Marinette, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, that the Marinette Redevelopment Authority approved Resolution #866 approving a request from Farmers & Merchants Bank & Trust, Marinette, WI, for a Subordination Agreement from the City of Marinette for HR #1018 Mortgage with Stephenson National Bank & Trust not to exceed $47,881.00.

Dated this 5th day of May, 2020.
Resolution introduced and adoption moved by Alderperson ____________________________ .
Motion for adoption seconded by Alderperson ____________________________ .
On roll call, adopted ________________________________________________________ .

______________________________
STEVE GENISOT, MAYOR

ATTEST:

______________________________
LANA BERO, CITY CLERK