

**DATE:** February 15, 2018  
**TO:** Board of Public Works Members  
**FROM:** John Marx, President

A Board of Public Works meeting will be held on **Tuesday February 20, 2018 @ 4:30 p.m.**, in the Council Chambers at Marinette City Hall. A possible quorum of the Common Council members may be present.

The following items will be on the agenda:

1. Call the meeting to order.
2. Roll Call.
3. Approve minutes of the 1/16/18 regular meeting and 2/6/18 Special Meeting.
4. Discussion and Possible Action to enter into a contractual agreement allowing bait vending machines on City property. (Aldersperson Marx)
5. Bid Results for City Hall Front & Side Door Replacement.
6. Public Works Monthly Activity Report.
7. Topics for Next Meeting.
8. Adjourn.

Sincerely,  
*John Marx*  
Alderman John Marx, President  
Enclosures

Common Council Members, Department Heads, Utilities Operation Manager,  
Eagle Herald; Peshtigo Times; Bay Cities Radio, City Hall Bulletin Board

1. 3<sup>rd</sup> Ward Alderperson John Marx, Board President, **called** the regular Marinette Board of Public Works Meeting **to order** at 04:30 P.M. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, 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 Marx, Flatt, Keller, Skorik and Hitt; Mayor Genisot, Public Works Director/City Engineer Miller, Finance Director/City Treasurer Miller & City Attorney Sbar.  
**ABSENT & EXCUSED:** None.  
**OTHERS PRESENT:** Peter Kolaszewski; Public Works Superintendent Carlson; Emma Kuhn & Amber Myszka.
3. **Board of Public Works meeting minutes.**  
Finance Director & City Treasurer Miller moved/ Alderperson Keller seconded, and all concurred, to approve, as submitted, the Board of Public Works special meeting minutes from 11/21/17.
4. **Bid results for Menekaunee Harbor Pavilion and Boating Plaza.**  
Included in today's packet is a bid summary reflecting legal notice advertisement dates of 12/21/17 and 12/28/17 pertaining to City of Marinette Public Works Department's bid solicitation from contractors requiring bid submission no later than 01/10/18 @ 10:00 AM for Menekaunee Harbor Pavilion and Boating Plaza. Miller reported two (2) bidders responded to the request for proposals and the low bid totaling \$344,501.95 was received from Barley Trucking & Excavating. Included in the summary was an alternate bid for the South harbor pavilion area. The low bid also from Barley Trucking & Excavating, Inc. was in the amount of \$102,382.56 with a second Alternate bid for Pavilion Solar Power and light kit with low bid being \$1,500. Alderperson Skorik moved/ Finance Director & City Treasurer Miller seconded and all concurred to recommend the Common Council approve the low bid from Barley Trucking & Excavating Inc. in the amount of \$344,501.95 for Menekaunee Harbor Pavilion and Boating Plaza contingent upon grant funds being received, included in the motion was the approval of the two alternate bids to Barley Trucking & Excavating Inc. in the amount of \$102,382.56 for the South Harbor Pavilion area and \$1,500 for the Pavilion Solar Power and Light Kit.
5. **Bid Results for Menekaunee Harbor Floating Docks.**  
Public Works Director/City Engineer Miller distributed a bid summary reflecting legal notice advertisement dates of 12/21/17 and 12/28/17 pertaining to City of Marinette Public Works Department's bid solicitation from contractors requiring bid submission no later than 01/16/18 @ 9:00 AM for Menekaunee Harbor Floating Docks. Miller reported three (3) bidders responded to the request for proposals and the low bid totaling \$192,029.00 was received by Pier and Waterfront Solutions, LLC. Alderperson Skorik moved/ Flatt seconded and all concurred to recommend the Common Council approve the low bid from Pier and Waterfront Solutions, LLC in the amount of \$192,029.00.
6. **Public Works Monthly Activity Report**  
Public Works Superintendent Carlson included in today's agenda packet a Department of Public Works monthly report. No action was taken on this agenda item.
7. **Topics for next meeting.**  
Future improvements to the North side of Menekaunee Harbor. (Alderperson Keller)
8. **Adjournment.**  
Finance Director & City Treasurer Miller moved/Alderperson Skorik seconded & all concurred, to adjourn at 05:01 PM.

Lana R. Bero, City Clerk

*(Next regular Board of Public Works meeting is 02/20/18 @ 04:30 PM or immediately following Finance & Insurance Committee, whichever's later, within Common Council Chambers, 1905 Hall Ave., Marinette Wisconsin.)*

CITY OF MARINETTE BOARD OF PUBLIC WORKS SPECIAL MEETING MINUTES FROM FEBRUARY 06, 2018 3

- a. 3<sup>rd</sup> Ward Alderperson John Marx called the Board of Public Works special meeting **to order** at 05:30 PM at Marinette City Hall Common Council Chambers, 1905 Hall Ave., Marinette WI.
- b. **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 Marx, Flatt, Keller, Hitt & Skorik; Mayor Genisot; Public Works Director/City Engineer Miller, Finance Director/Treasurer Miller & City Attorney Sbar.  
**ABSENT & EXCUSED:** None.  
**OTHERS PRESENT:** Alderpersons, Noppenberg; Kowalski; Chief Heckel; Jan Kust; Peter Kolaszewski; Emma Kuhn; Amber Myszka and Lynn Brosig.
- c. **Consideration and possible recommendation to the Common Council regarding WDNR grant agreements for the Menekaunee Park Boating Plaza Pavilion and Menekaunee Transient Docks for boats 26 feet long and longer.** Alderperson Keller moved/ City Treasurer and Finance Director Miller seconded and all concurred to recommend the Common Council accept the WDNR grant agreements for the Menekaunee Park Boating Plaza Pavilion and Menekaunee Transient Docks for boats 26 feet long and longer.
- d. **Adjournment.** City Treasurer and Finance Director Miller moved/ Alderperson Skorik seconded and all concurred to adjourn at 05:40 PM.

Lana R. Bero, City of Marinette Clerk

*(The next regular Board of Public Works meeting is scheduled for Tuesday 02/20/18 @ 04:30 PM, within the Common Council Chambers at Marinette City Hall, 1905 Hall Ave.)*



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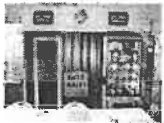
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"Robinson Wholesale Dealer Show "



"Robinson Wholesale" Dealer Show"



Customer Photos



Send us a photo of your machine

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**WIND ROSE NORTH**  

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**OUTFITTERS**  

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**MENOMINEE, MI**  
Since 1999

VENDING MACHINE PROPOSED AGREEMENT

This Agreement is entered into by and between the authorities, offices of \_\_\_\_\_ (hereinafter referred to as "Proprietor"), and

Wind Rose North Ltd. Outfitters \_\_\_\_\_ (hereinafter referred to as "Operator").

Operator is engaged in the business of installing and operating Automatic Bait

Vending Machines at \_\_\_\_\_

Proprietor is the owner and operator of the site location at \_\_\_\_\_

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Operator desires to install vending machines on the premises of Proprietor for the sale of live baits, packaged baits, fishing tackle, and Proprietor desires to grant Operator a license for such purposes on the terms and conditions contained in this agreement. Therefore, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

ARTICLE 1

EXCLUSIVE GRANT

Proprietor hereby grants to Operator the exclusive right and privilege to install, operate, and maintain live bait vending machines on the specific locations agreed upon of Proprietor located at <INSERT ADDRESS> and it is expressly understood and agreed that all sales of live baits, packaged baits and fishing tackle on the aforementioned premises of Proprietor shall be by means of those vending machines installed and operated by Operator. Proprietor shall not cause or permit the sale of such items with the operation of vending machines by any other person, firm, or corporation including Proprietor.

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# WIND ROSE NORTH OUTFITTERS

MENOMINEE, MI  
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## ARTICLE 2

### INSTALLATION OF MACHINES

Operator shall install on the premises of the Proprietor at such locations as are mutually agreed upon by the parties, Live Bait and Tackle vending machines by the Operator from Wind Rose North Outfitters.

## ARTICLE 3

### REMOVAL AND REPLACEMENT OF MACHINES

Operator shall have the right to remove any of the machines installed on the premises of the Proprietor under this Agreement and, if economic conditions are favorable to Operator, to replace any such machine with a vending machine of similar type, quality, and appearance.

## ARTICLE 4

### COMPENSATION

Operator shall pay to Proprietor quarterly for the exclusive right to sell assorted live baits, packaged baits and fishing tackle on the described premises. Commission rate as a percent is 5% of the Gross Sales, (adjusted Gross Sales from sales through the vending machines). For purposes herein, 'adjusted gross receipts' shall be defined as gross receipts less federal, state, and local sales and excise taxes existing at the time payment is due.

## ARTICLE 5

### RECORDS AND STATEMENTS

Operator will send a report of Proprietor Income at least quarterly.

## ARTICLE 6

### OWNERSHIP OF MACHINES

The Bait and Tackle Vending Machines installed on the premise of Proprietor by Operator are and shall remain the property of the Operator. Upon Termination of this Agreement by any means, Operator shall have the right without further notice

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to Proprietor to remove any and all vending machines belonging to Operator which have been installed on the premises of Proprietor.

## ARTICLE 7

### RISK OF DAMAGE TO MACHINES

Except as may be attributable to Proprietor by reason of the negligence of its officers, agents, or employees, Operator assumes risk and responsibility for any loss, destruction, or damage occurring to the vending machines. Operator reserves the right of compensation from Proprietor from losses incurred as the result of damage to machines by those employed by Proprietor.

## ARTICLE 8

### MAINTENANCE AND SERVICE

Operator shall regularly inspect, service, clean, and maintain the vending machine(s) and shall keep them operating and in good working order, at all times promptly maintaining them in a clean and sanitary condition in accordance with all applicable federal, state and local laws. Proprietor shall supply suitable waste disposal containers for the convenience of users of the vending machines and shall provide and bear the expense of garbage removal and disposal services.

## ARTICLE 9

### INSURANCE

Operator shall acquire and maintain appropriate liability insurance coverage for machine(s) located on Proprietor premises. Operator shall bear the expense and must upon request provide the Proprietor with proof of said insurance. Proprietor shall be named in attached rider of policy.

## ARTICLE 10

### NOTIFICATION OF MACHINE FAILURE

The vending machines will be on a regular route, however, if the Proprietor notices a machine outage, please notify Wind Rose North Outfitters as soon as reasonably possible to (906) 424-0206.

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**WIND ROSE NORTH**  

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**OUTFITTERS**  

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ARTICLE 11

UTILITIES

Proprietor shall furnish and bear the cost of all utilities necessary for the operation of the vending machines installed under this Agreement and shall furnish suitable utility outlets for use by such machines. Proprietor shall provide continuous electrical service to the machines and machine areas and shall not cause or permit the interruption of electrical service except in the event of an emergency or advance notice.

ARTICLE 12

FEEES AND TAXES

Operator shall be responsible for and shall pay all state, county, and city license fees and sales of other merchandising taxes that may be imposed on the sales of merchandise through the vending machine(s).

ARTICLE 13

RELATION OF PARTIES

It is the intention of the parties that the Operator be classified as an independent contractor hereunder, and that no agency or employment relationship be created by this Agreement.

ARTICLE 14

COMPLIANCE WITH LAWS

Each party shall comply with all federal, state, and local or other laws or regulations applicable to the sale of bait and tackle merchandise through vending machine(s).

ARTICLE 15

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party if the other party defaults in the performance of the obligations identified herein or materially breaches any of the terms or conditions of this Agreement and fails to cure such default or breach within 14 days after service of written notice upon him of such default or breach.



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# WIND ROSE NORTH OUTFITTERS

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This Agreement may be terminated at any time by Operator by reason of unprofitability of the operation by giving 30 days notice in writing to Proprietor.

## ARTICLE 16

### ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to the forgoing limitation, this Agreement shall endure to the benefit of and be binding upon the successors and assignments of the respective parties.

## ARTICLE 17

### ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any and all agreements, understandings, statements, or representations either oral or in writing.

## ARTICLE 18

### ATTORNEY FEES

Should any litigation be commenced between the parties hereto or their personal representative concerning any provisions of these Articles, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their or his attorneys' fee in such litigation, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

## ARTICLE 19

### GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder shall be interpreted and construed pursuant to and in accordance with the laws of the State.

**WIND ROSE NORTH**  
**OUTFITTERS**  
MENOMINEE, MI  
Since 1999

Executed at \_\_\_\_\_

Dated: \_\_\_\_\_

Proprietor

By:

Dated:

<b>BID RESULTS</b> <b>CITY HALL DOOR REPLACEMENT</b> <b>CITY OF MARINETTE, WISCONSIN</b>		
<b>Advertised 2/02/18 &amp; 2/08/18</b>	<b>Bids Received 2/15/18 @ 11:00 AM</b>	
<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>MJB INDUSTRIES, INC.</b> <b>MARINETTE, WI</b>	<b>YES</b>	<b>\$10,594.00</b>

**DEPARTMENT OF PUBLIC WORKS  
MONTHLY REPORT**

<b>PROJECT</b>	<b>TOTAL MAN HOURS SPENT ON PROJECTS</b>	<b>Comments</b>
<b>MONTH: JANUARY</b>		
PROJECT:		
Parks Department	134 HOURS	
City Hall	6 HOURS	
Equipment Maintenance	242 HOURS	
Sign/Banner Work	49 HOURS	
Patching/Street Mtc/Barricades	28 HOURS	
Snow Plowing/Snow Removal	1110 HOURS	
Salt Streets	58 HOURS	
Storm Sewer and Ditch Work	12 HOURS	
Street Sweepings to Dump	109 HOURS	
Garage Mtc.	94 HOURS	
Forestry Trimming/Removals/Stumping	240 HOURS	
Chipper (Forestry & Residents)	59 HOURS	
Dumpsite	33 HOURS	
Junk Pick Up	32 HOUR	
Large Item Pick Up (# of Pickups)	1	
Cemetery Work	57 HOURS	
Cemetery Burials	3	
Call Outs	10	SALT/PLOW SNOW