

City of Marquette, MI



Meeting Agenda City Commission

**Monday, January 9, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)
Patricia Sala, Downtown Development Authority, for a term ending 01-01-27
2. Reappointment(s)
Ryan Stern, Downtown Development Authority, for a term ending 01-01-27

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

Presentation(s)

3. Board of Review, by Mark Schneider

Public Hearing(s)

4. Community Development Block Grant
5. Marquette Township PA 425 Agreement

6. Consent Agenda

- 6.a. Approve the minutes of the December 19, 2022 regular Commission meeting
- 6.b. Approve the total bills payable in the amount of \$1,262,889.31
- 6.c. 2023 Winter Games at Marquette Mountain
- 6.d. HUD Section 3 Policy
- 6.e. Master Agreement to Purchase Services (In-Home Services)
- 6.f. Proclamation - Intestinal Malrotation and Volvulus Awareness Day
- 6.g. Senior Services - Master Agreement to Purchase Services

New Business

7. Letter of Resignation of Commissioner Evan Bonsall

8. Procedure to Fill City Commission Vacancy
9. Former Cliffs-Dow Site Project Status Update

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Public Hearing(s) **Community Development Block Grant**

BACKGROUND:

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

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

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

The CDBG application requires a public hearing prior to final approval by the City Commission. This public hearing was scheduled at the December 19, 2022 City Commission meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Following the Public Hearing, approve the Community Development Block Grant application and authorize all signatures related to the submission of the application.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ CDBG Application

1. IDENTIFICATION OF UGLG

1a. PROJECT TITLE: Former Marquette General Hospital Demolition

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

1e. REPRESENTATIVE INFORMATION

State Government Representation	Federal Government Representation
Senator Name: Ed McBroom	Representative Name: Jack Bergman
Representative Name: Jennifer Hill	Congressional District: MI – 1st
Senate District: 38th House District: 109th	

1f. INITIAL APPLICATION SUBMISSION: AUTHORIZED UGLG SIGNATURE

The UGLG agrees to adhere to HUD, CDBG and MEDC rules, regulations, and the Grant Administration Manual (GAM) policies, procedures, and reporting requirements. In agreeing to this, the UGLG will ensure that all entities involved in completing the proposed project will also adhere to rules and regulations during grant administration.			
Signature			
Name and Title of Authorized Signer	Karen Kovacs, City Manager	Date	

1g. FINAL APPLICATION SUBMISSION: AUTHORIZED UGLG SIGNATURE

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

2. NATIONAL OBJECTIVE ELIGIBILITY

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

- | | |
|---|--|
| ☐ Benefit Persons of Low and Moderate Income | ☒ Prevention or Elimination of Slums or Blight |
| ☐ LMI Area Benefit | ☒ Area Benefit |
| ☐ LMI Job Creation | ☐ Spot Blight |
| ☐ LMI Housing | |
| ☐ Limited Clientele | |

3. PROJECT DESCRIPTION

- 3a. Provide a project description and include the following:
- i. Describe the location of the project.
 - ii. What is the purpose and need? What is being done and why is it necessary?
 - iii. Who are the project beneficiaries? Why is this project being proposed and who benefits from the results?
 - iv. Provide complete details about the project and what will be done.
 - v. Describe all funding sources being used for this project.
 - vi. Describe all development partners involved in this project.
 - vii. Describe the maintenance related to project improvements funded, in whole or in part, by CDBG and how they will be funded.
- i. **This project is located in Marquette, Michigan and is a collection of buildings with the common address of 420 West Magnetic Street. The property, colloquially known as the former Marquette General Hospital is a collection of 11 buildings spread over 17.05 acres that served as the regional hospital for the central Upper Peninsula until 2019. The original building was constructed in 1915 and dedicated purpose buildings were continually added for the next 85 years to form the entire complex. The specific project area encompasses a City block and is bounded by N. Seventh St. to the west, W. College Ave. to the north, Hebard Ct. to the east, and W. Magnetic St. to the south. The following buildings, as seen in the attached map, will be demolished utilizing CDBG funds: West, 1981, JCM, 1969, 1984, MRI, St. Luke's, Wallace, and the Boiler Plant.**
 - ii. **The buildings contain a significant amount of contamination from asbestos and lead paint. Total extraction abatement and renovation costs have been estimated at \$389/sq ft for 812,000 sq ft of building space for a total cost of \$315.9 million. Total abatement and reconstruction costs are estimated at \$389 per square foot with a renovation cost of over \$226 million, at least \$60 million over total demolition and redevelopment costs.**

A determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. Due to the age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates.

This property has significant barriers to reuse for the original construction purpose and is facing chronic vacancy as a result. The complex was purpose built as a hospital and adaptive reuse into contemporary commercial or residential uses is exceptionally difficult due to the layout and structure. Additionally, this hospital no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility. As a result of this obsolescence, the value of the property has dropped precipitously from over \$18 million to under \$11 million in less than ten years.
 - iii. **The project will benefit the residents of the neighboring community. The property has been vacant since the use was discontinued by the hospital and has been designated as blighted under an area blight ordinance. Since the closure of the hospital, the local**

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

4. COMPLIANCE SCREENING

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

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

5. PROJECT TIMELINE

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

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

6. PROJECT BUDGET

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

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

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

7. UGLG CAPACITY AND CONFLICT OF INTEREST

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

8. Supporting Documentation		
Exhibit I	Project Location Map	Attached ☒
Exhibit II	Preliminary Architectural/Engineering Drawings	Attached ☐ N/A ☒
Exhibit III	Independent 3 rd Party Cost Estimate	Attached ☒
Exhibit IV	Financial Commitment Letter(s)	Attached ☐
Exhibit V	Blight Letter or Area Blight Resolution (Sample Form 2-B)	Attached ☒ N/A ☐
Exhibit VI	Lead-Based Paint Applicability and Compliance Worksheet (Form 5-S)	Attached ☐ N/A ☐
Exhibit VII	Asbestos Applicability and Compliance Worksheet (Form 5-V)	Attached ☐ N/A ☐
Exhibit VIII	Historic Property Proof of Eligibility	Attached ☐ N/A ☒
Exhibit IX	Appraisal for CDBG-funded Acquisitions; or Waiver Valuation (Form 6-D)	Attached ☐ N/A ☒
Exhibit X	Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions	Attached ☐
Exhibit XI	System Award Management (SAM) Certification	Attached ☐
Exhibit XII	General Information Notice (GIN)	Attached ☐ N/A ☐
Job Creation Exhibit	Job Creation Summary ▪ Job Creation Assurance ▪ Machinery and Equipment (M&E) List, if applicable	Attached ☐ N/A ☒
Rental Rehabilitation Exhibits	1. Rental Rehabilitation Workbook 2. Housing Quality Standards 3. Substandard Unit Verification, for existing units only	Attached ☐ N/A ☒
Façades Exhibit	Façade Budget ▪ Façade Building Owner and Activity Identification	Attached ☐ N/A ☒
Please attach all supporting documents in the order they are requested. If submitting electronically, label each supporting document appropriately. This list is not all inclusive. Additional compliance documentation will be sought post-application.		

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Public Hearing(s) **Marquette Township PA 425 Agreement**

BACKGROUND:

Public Act 425 of 1984 authorizes two local units of government to share tax revenues resulting from new or expanding development within the areas of their jurisdictions. This agreement allows a temporary transfer of jurisdiction for land, not exceeding 50 years, from one municipality to another, in place of annexation. The agreement must involve an economic development project defined by the Act as "land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development, or the protection of the environment, including, but not limited to, groundwater or surface water."

Marquette Township has approached the City of Marquette to request the exploration of a 425 agreement for a potential housing project that will be located on Forestville Road. While a majority of the development will be located in Marquette Township, a portion totaling approximately 29 acres will be located within the boundaries of the City of Marquette. JM Longyear, the developer, will be applying for a Planned Unit Development (PUD) through Marquette Township for the project along with a request to the Township for sewer, water and municipal services. Under the 425 agreement, the portion of property located in the City will be included in the Township PUD application. Due to the lack of direct City utilities or road access to the development, City staff supports the implementation of a 425 agreement.

A 425 agreement has been negotiated between the City and Township where the City will receive tax revenue equivalent to the Township's millage rate on the portion of the development covered under this agreement. The Township will provide all utilities and public services to the development, at no cost to the City. The Marquette Township Board approved this agreement at their December 20, 2022 meeting.

A public hearing needs to be held prior to the approval of the agreement. This public hearing was scheduled at the December 12, 2022 City Commission meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Following the public hearing, approve the 425 agreement with the Township of Marquette and authorize the Mayor and the Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 425 Agreement
- ▣ Map

**JOINT AGREEMENT FOR CONDITIONAL PROPERTY TRANSFER AND DEVELOPMENT
BETWEEN THE CHARTER TOWNSHIP OF MARQUETTE AND CITY OF MARQUETTE
MARQUETTE COUNTY, MICHIGAN**

This Agreement is entered into the ____ day of _____, 202____, by and between the CHARTER TOWNSHIP OF MARQUETTE, whose principal business address is 1000 Commerce Drive, Marquette, Michigan 49855, and the CITY OF MARQUETTE, whose principal business address is 300 West Baraga Avenue, Marquette, Michigan 49855.

RECITALS

WHEREAS, the Charter Township of Marquette (hereinafter “the Township”) is a municipal corporation organized and existing under Article VII, Section 17, of the Michigan Constitution of 1963, and the Michigan Charter Township Act, MCL 42.1 et seq.;

WHEREAS, the City of Marquette (hereinafter “the City”) is a municipal corporation organized and existing under Article VII, Section 21, of the Michigan Constitution of 1963 and the Home Rule City Act, MCL 117.1, et seq.;

WHEREAS, there is a need for additional quality housing that provides a choice of sizes and prices in both the Township and the City;

WHEREAS, additional housing can be expected to enhance economic development, jobs, and the tax base within Marquette County;

WHEREAS, the Township and the City also recognize the benefits of maintaining green space, preserving existing trail networks, and providing public access to natural recreation areas;

WHEREAS, Longyear Realty Corporation, a local investor, employer, and land owner, has proposed to create a Planned Unit Development residential area upon land it currently owns that is located partially within the Township and partially within the City;

WHEREAS, the Township and the City concur that the proposed development plan meets the needs and objectives of both municipalities.

THEREFORE, in consideration of the mutual promises and forbearances contained herein, the parties agree as follows:

1. Legal Authority. This Agreement is made pursuant to the provisions of Act 425 of the Public Acts of 1984, as amended, MCL 124.21 et seq. (hereinafter “Act 425”), and the general powers and authority granted to both parties by the Michigan Constitution, the statutes authorizing their organization and existence, and the Marquette City Charter.
2. Property Transferred. The property located within the City of Marquette, County of Marquette, and State of Michigan, described in Exhibit A to this Agreement and depicted in Exhibit B, is hereby conditionally transferred to the Charter Township of Marquette.
3. Effect of Transfer. The property transferred to the Township shall for all purposes be within the jurisdiction of the Township for the duration of this Agreement. The scope of jurisdictional authority to be exercised by the Township with regard to the transferred property includes, but is not limited to, the following:

- A. Zoning. The Township shall have jurisdiction over zoning and rezoning of the transferred property, however the Township may only rezone the transferred property as necessary in order to facilitate the development of residential/recreational uses as identified in a final development plan that is conceptually similar to the preliminary development plan of Longyear Realty Corporation attached as Exhibit A. The Township's Zoning Ordinance shall apply to all parcels created and developed, whether under the Township's Planned Unit Development requirements or other potentially applicable provisions.
- B. Water and Sewer Utilities. The Township will allow the property owner(s) to extend and connect to the Township's municipal Watermain System and Sanitary Sewer System, at the property owner(s)' expense. Connection and charges for services will be on the same basis and under the same fee structure, charges, and rates, as periodically adjusted, as other properties that receive such services within the Township's jurisdictional legal boundaries.
- C. Police, Fire, and Other Governmental Services. The Township will provide police and fire protection, garbage collection, and all other Township services available on the same basis and under the same fee structure, charges, and rates, as periodically adjusted, as other properties that receive such services within the Township's jurisdictional boundaries.
- D. Township Ordinances. All Township ordinances now in effect or hereafter adopted or amended, shall apply to the transferred property, its owners, developers, and occupants.

- E. Taxes. All taxes, including but not limited to ad valorem, real, and personal property taxes, shall be assessed, levied, and collected under the jurisdiction of the Township, but subject to the revenue sharing provisions subsequently set forth in this Agreement.
 - F. Special Assessments. All special assessments, including but not limited to the Township's Fire Department Special Assessment, levied under Act 33 of the Public Acts of 1951, as amended, MCL 41.801, et seq., shall be assessed, levied, and collected under the jurisdiction of the Township. Special assessments shall not be subject to revenue sharing of any kind or nature.
 - G. Voting. Any person claiming residency within the transferred property shall be entitled to vote at all public elections held within the Township on the same basis as all other persons claiming residency within the Township's jurisdictional legal boundaries.
 - H. Addresses. The Township may assign addresses and/or fire numbers to new parcels, lots, or structures created or constructed within the area comprising the transferred property.
4. Revenue Sharing. The Township shall assess, levy, and collect ad valorem real and personal property taxes as set forth in Section 3(E) above. The Township shall pay to the City that portion of the Township's general operating millage actually collected by the Township, or in the case of delinquent real property taxes, the County of Marquette, that is assessed and levied against each property tax parcel physically located within the boundaries comprising the transferred property each year for the duration of this Agreement and any renewals. The Township shall be

entitled to retain any administrative fees charged to the taxpayer as part of the tax collection process. Any interest or penalties shall be prorated between the Township and City at the same rate that the Township's general operating millage bears to the total tax bill for each affected parcel. The Township's payment shall be based solely on the Township's general operating millage and shall not include any extra voted millage (such as law enforcement or recreation millage), any "pass through" millages levied by others (such as Peter While Public Library or the Iron Ore Heritage Trail Authority), or any special assessments of any kind or nature. Payments from the Township to the City shall be at the same time and in the same manner as the Township Treasurer makes distributions to other taxing jurisdictions. In the event that it becomes necessary for the Township to refund any portion of real or personal property taxes paid, whether as a result of Tax Tribunal proceedings or otherwise, the Township shall provide supporting documentation to the City and the City shall promptly remit such funds in the manner directed.

5. Term of Agreement.

- A. The initial term of this Agreement shall be for fifty (50) years. The Agreement may be renewed for additional periods of not more than fifty (50) years upon approval and written agreement by the respective legislative bodies of the Township and City.
- B. This Agreement may be terminated prior to its expiration by approval and written agreement of the respective legislative bodies of the Township and City then holding office, specifying the reasons for termination and the effective date of termination.

- C. In the event that Longyear Realty Corporation, or any successor entity formed for the purpose of developing the transferred property, (“Longyear”) has not commenced construction of the development including site work, infrastructure and/or roadwork as approved in the final development plan by the earlier of (i) two years after the date that the Township enters into a final development agreement with Longyear and Longyear has obtained all necessary governmental permits and approvals for the development, or (ii) four years after the effective date described in Section 9, then this Agreement shall terminate.
6. Jurisdiction Upon Expiration or Termination. Upon expiration or termination of this Agreement, jurisdiction over the transferred property shall automatically revert and be transferred back to the City for all purposes, subject to the following provisions.
- A. Upon expiration or termination of this Agreement, the transferred property shall be rezoned by the City based upon the City’s zoning designation that most closely matches the use of the transferred property at that time.
- B. Upon expiration or termination of this Agreement, the Township shall retain full ownership of all components of the Marquette Township public Watermain System located within the transferred property, including but not limited to any and all watermain pipes, plumbing, conduits, hydrants, connections, valves, hardware, and appurtenances located within dedicated public or private rights-of-way or utility easements, but excluding all lateral lines, plumbing, connections, hardware or other components of the Watermain System located within any building structure, or between the watermain and any building structure.

- C. Upon expiration or termination of this Agreement, the Township shall retain full ownership of the Marquette Township public Sanitary Sewer System located within the transferred property, including but not limited to all sewer main pipes, plumbing, drains, pumps, lift stations, grinders, manholes, air relief structures, connections, valves, hardware, and appurtenances located within dedicated public or private rights-of-way or utility easements, but excluding all lateral lines, plumbing, connections, hardware, or other components of the Sanitary Sewer System located within any building structure, or between the sewer main and any building structure.
7. No Annexation or Other Transfer. While this Agreement is in effect, no annexation or other method of transfer shall take place for any portion of the property conditionally transferred under this Agreement, consistent with the prohibitions contained within Section 9 of Act 425, MCL 124.29.
8. Enforcement. In the event that either the Township or the City fails to comply with the terms and provisions of this Agreement for more than ninety (90) days from the date of written notification by the party alleging non-compliance, either party may commence a civil action in the Circuit Court for the County of Marquette, Michigan, to assert any available remedies in law or in equity, which by means of example and not limitation may include monetary damages, specific performance, injunctive relief, mandamus, or a request for a declaratory judgment, and which may include return of the transferred property to the City.
9. Effective Date.

- A. This Agreement and the conditional property transfer shall become effective upon approval by both the Township Board and the City Commission, and by the filing required under Subsection 9(B). The Township and the City shall each conduct a public hearing regarding the proposed conditional transfer of property, noticed in conformity with the requirements of the Open Meetings Act, Act 267 of the Public Acts of 1976, MCL 15.261 et seq. The Township and City may enter into this Agreement thirty (30) days after the last public hearing required under Section 4 of Act 425, MCL 124.24, has been conducted, unless a qualifying referendum petition is received by the City within the aforesaid thirty (30) days.
- B. The Marquette Township Clerk shall file a duplicate original of this Agreement with the Marquette County Clerk and the Michigan Secretary of State. A copy of this Agreement, certified by the Marquette County Clerk or by the Michigan Secretary of State, shall be prima facie evidence of the conditional transfer of the property from the City to the Township.
10. Amendments to the Agreement. The terms and provisions of this Agreement, except for the boundaries of the transferred property, may be amended by mutual written agreement approved by the Township Board and the City Commission, and recorded with the Marquette County Clerk and Michigan Secretary of State as required for the original Agreement.
11. Interpretation. The terms and provisions of this Agreement have been jointly negotiated and agreed to with the assistance of counsel and with equal opportunity

for input by both the Township and the City, such that it shall not be interpreted or construed against the drafter.

12. Section Headings. The headings in this Agreement are for reference only, and shall not in any manner affect the meaning or interpretation of this Agreement.
13. Entire Agreement. This written Agreement represents the entire agreement between the parties for the conditional transfer of the above-described property from the City to the Township. Any oral statements or prior writings not incorporated into this Agreement are superseded and shall be of no force or effect.
14. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.
15. Severability. If any provision of this Agreement is determined by a court or administrative tribunal of competent jurisdiction to be invalid or unenforceable for any reason, that provision shall be deemed severable and the remaining portions of this Agreement shall continue in full force and effect to the greatest extent possible in order to carry out the intentions of the parties.
16. Notices. All notices, demands, or communications required or desired to be given under this Agreement shall be in writing and delivered personally or by ordinary first-class mail with proper postage affixed, to the attention of the following Township and City representatives:

Charter Township of Marquette
Attention Township Manager
Marquette Township Hall
1000 Commerce Drive
Marquette, MI 49855

City of Marquette
Attention City Manager

Charter Township of Marquette
Attention Township Supervisor
Marquette Township Hall
1000 Commerce Drive
Marquette, MI 49855

City of Marquette
Attention City Mayor

Marquette City Hall
300 West Baraga Avenue
Marquette, MI 49855

Marquette City Hall
300 West Baraga Avenue
Marquette, MI 49855

Separate copies of any such notice shall be provided and delivered to each designated representative. The parties may, by written notice, designate any further or different persons, officers, or addresses to which subsequent notices, demands, or communications shall be delivered.

IN WITNESS WHEREOF, the parties have executed this Agreement by the authority granted to the following officers or representative of each governing body.

CHARTER TOWNSHIP OF MARQUETTE

Lyn Durant, Township Supervisor

Randy Ritari, Township Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MARQUETTE)

On this ____ day of _____, 202____, before me, a Notary Public in and for the County of Marquette, appeared Lyn Durant and Randy Ritari, upon first being duly sworn, who verified that they are the Supervisor and Clerk, respectively, of the Charter Township of Marquette.

_____, Notary Public
Marquette County, Michigan
My Commission Expires: _____
Acting in Marquette County, Michigan

CITY OF MARQUETTE

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MARQUETTE)

On this ____ day of _____, 202____, before me, a Notary Public in and for the County of Marquette, appeared Cody O. Mayer and Kyle Whitney, upon first being duly sworn, who verified that they are the Mayor and Clerk, respectively, of the City of Marquette.

_____, Notary Public
Marquette County, Michigan
My Commission Expires: _____
Acting in Marquette County, Michigan

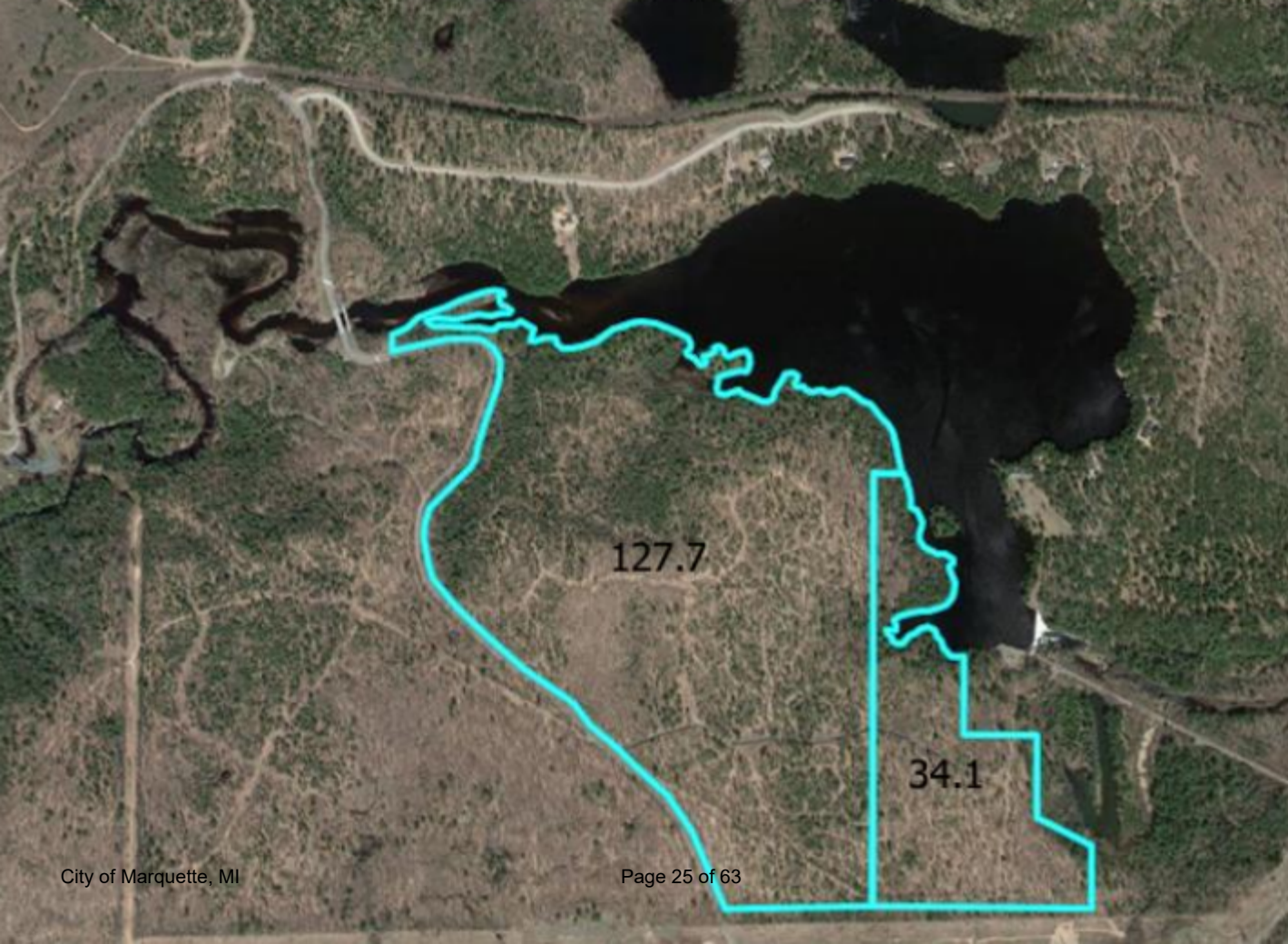
Approved as to Substance:

Approved as to Form:

Karen M. Kovacs

Suzanne C. Larsen

Drafted by:
Roger W. Zappa (P36610)
BENSINGER, COTANT & MENKES, P.C.
122 W. Bluff St.
Marquette, MI 49855
(906) 225-1000



- Total acreage: **161.8**
- Total Homes: **240**
- Homes in Township: **197**
 - 1,440 sf: 6
 - 1,500 sf (townhome): 102
 - 1,728 sf: 7
 - 1,764 sf: 20
 - 1,860 sf: 30
 - 2,044 sf: 16
 - 2,148 sf: 16
- Homes in City: **43**
 - 1,440 sf: 6
 - 1,500 sf (townhome): 0
 - 1,728 sf: 12
 - 1,764 sf: 9
 - 1,860 sf: 5
 - 2,044 sf: 6
 - 2,148 sf: 5

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Consent Agenda

Approve the minutes of the December 19, 2022 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 12-19-22 Minutes



Meeting Minutes City Commission

Monday, December 19, 2022
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Mayer, Smith, Stonehouse

Approval of the Agenda

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

Announcements

Mayor Mayer read the upcoming holiday schedule for City Hall offices, which will be closed Dec. 23, 26 and 30, as well as on Jan. 2.

Boards and Committees

1. Appointment(s)

Lauren Tilma, Public Art Commission, for an unexpired term ending 02-26-23 and term ending 02-26-26

Commissioner Jennifer Smith moved to Approve the appointment of Lauren Tilma to the Public Art Commission for the terms listed, seconded by Commissioner Jessica Hanley and Carried Unanimously.

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

There were no members of the public to make public comment.

Presentation(s)

2. Election Board, by City Clerk Kyle Whitney

City Clerk Kyle Whitney offered an update on the activities of the City Election Board, as well as a review of the election season in the City. Some discussion with the City Commission followed, with Commissioners and the Clerk talking about the average cost of a City election and possible impacts of changes spurred by Proposal 2. Commissioners voiced a sincere appreciation for the local work done in elections, especially by the scores of workers that help in the precincts on Election Day.

3. Consent Agenda

Commissioner Jessica Hanley moved to Approve the Consent Agenda as presented, seconded by Commissioner Evan Bonsall and Carried Unanimously.

3.a. Approve the minutes of the December 12, 2022 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$ 1,025,375.85

3.c. Community Development Block Grant Certifying Officer Authorization

3.d. Schedule Public Hearing- Community Development Block Grant

3.e. Superior Watershed Partnership - Lease

New Business

4. Charter Study Group

Commissioner Fred Stonehouse moved to Approve the appointment of a Charter Study Group comprised of the City Manager, City Clerk and City Attorney and direct the group to determine the need for amendments to the City Charter within one year; also direct the City Manager to plan for and schedule at least one public hearing in 2023 to obtain public feedback on this topic, seconded by Commissioner Evan Bonsall and Carried Unanimously.

5. City Commissioner Appointment

Commissioner Jennifer Smith moved to utilize paper ballots to arrive at a consensus in order to appoint a new City Commissioner, seconded by Mayor Pro Tem Sally Davis.

Prior to calling for a vote on the motion, Mayor Mayer provided a privileged comment period to the applicants that were in attendance at the meeting.

Perry David Allen, John Braamse, Peter Frazier, Tom Hogan, Jermei Ottaway, Tony Tollefson and Sarah Wiensch were each provided with three minutes during which they told the City Commission why they felt they would make a good choice as the next City Commissioner. Applicant Alexi Koltowicz was not present at the meeting.

Following these comments, the Commission voted on the motion to use a paper balloting process, which carried unanimously.

Commissioners then utilized paper ballots to indicate their top choice among all applicants. On the first vote, Jermei Ottaway received 6 votes.

Commissioner Jennifer Smith moved to Approve the appointment of Jerney Ottaway to the vacancy created by Jenn Hill's resignation, seconded by Commissioner Jessica Hanley and Carried Unanimously.

The City Clerk then administered the oath of office to incoming Commissioner Ottaway, who joined the rest of the City Commission.

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

There were no members of the public to make public comment.

Comments from the Commission

Commissioner Smith wished everyone a happy holidays, and recommended the laser light show on the ore dock. She reminded everyone that the Commission does not have another meeting until Jan. 9, and congratulated Commissioner Ottaway.

Commissioner Stonehouse congratulated Commissioner Ottaway, and said this is the fourth time he has taken part in the selection process to fill a Commission vacancy. He said it is important that the applicants that were not appointed tonight remain involved with the City. He wished everyone a happy holiday season.

Commissioner Ottaway thanked the City Commission for his appointment. He said he is better for being involved with the City and he urged people to get involved in any way they can.

Commissioner Bonsall congratulated Commissioner Ottaway and thanked him for his service to the community to this point. He thanked all applicants and urged them to stay involved. He stated a hope that the Commission would be able to have a special meeting next month to discuss housing issues.

Commissioner Hanley congratulated Commissioner Ottaway. She said the options were great and the decision was tough, but that she is pleased with the outcome. She wished everyone a happy holiday and urged safety, especially with the incoming winter weather.

Mayor Pro Tem Davis welcomed Commissioner Ottaway and stated that the DDA board will now be without his services.

Mayor Mayer thanked all applicants tonight, and said he hopes everyone stays involved. He noted that there are three seats up for election in the next year, and he looks forward to seeing people file.

Comments from the City Manager

City Manager Kovacs thanked the first responders and public works employees that will be dealing with the impending winter storm. She said staff will be reaching out to Commissioner Ottaway in order to do an orientation for his new role.

Adjournment

Mayor Mayer adjourned the meeting at 7:05 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Consent Agenda
2023 Winter Games at Marquette Mountain

BACKGROUND:

Michigan Sports Alliance is requesting permission for a fireworks display at Marquette Mountain on Feb. 10, 2023. The organizer has provided a Certificate of Insurance. The Fire Marshal and Fire Chief have approved this the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve and sign the Fireworks Permit for the Winter Games to be held on Feb. 10, 2023.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2023 Winter Games Firework Permit Application

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.

DATE PERMIT(S) EXPIRE:

TYPE OF PERMIT(S) (Select an applicable boxes)		☐ Agricultural or Wildlife Fireworks ☒ Public Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		☐ Articles Pyrotechnic ☐ Private Display ☒ Display Fireworks	
NAME OF APPLICANT Michigan Sports Alliance		ADDRESS OF APPLICANT 300 Ottawa Ave. NW # 240, Grand Rapids, MI 49503		AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Eric Engelbarts II		ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 300 Ottawa Ave. NW # 240, Grand Rapids, MI 49503			
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER 616-608-1837	
NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC		ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, PO Box 276 West Branch, MI 48661		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO	
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 200+	WHERE Throughout Michigan			
NAME OF ASSISTANT TBD		ADDRESS OF ASSISTANT TBD		AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO	
NAME OF OTHER ASSISTANT TBD		ADDRESS OF OTHER ASSISTANT		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO	
EXACT LOCATION OF PROPOSED DISPLAY Marquette Mountain Resort 4501 M-553, Marquette, MI 49855					
DATE OF PROPOSED DISPLAY February 10th, 2023		TIME OF PROPOSED DISPLAY Approx. 7:00 PM			
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT Stored at federally licensed facility until date of display.					
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY BRITTON GALLAGHER			
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY ONE CLEVELAND CENTER, 1375 E 9TH ST, 30TH FLOOR, CLEVELAND OH 44114					
NUMBER OF FIREWORKS Approx: 27		KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) Various Barrage Cakes 2" & Smaller			
SIGNATURE OF APPLICANT					DATE

2023 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Michigan Sports Alliance		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 300 Ottawa Ave. NW #240, Grand Rapids, MI 49503		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 27 Various Barrage Cakes 2" & Smaller		
EXACT LOCATION OF DISPLAY OR USE Marquette Mountain Resort 4501 M-553, Marquette, MI 49855		
CITY, VILLAGE, TOWNSHIP Marquette	DATE February 10th, 2023	TIME Approx: 7:00 PM
BOND OF INSURANCE FILED Yes		AMOUNT \$5,000,000

Issued by action of the Legislative Body of a ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2023. (Signature and Title of Legislative Body Representative)	
---	--

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C No. Ext): 216-658-7100	FAX (A/C No): 216-658-7101
INSURED Great Lakes Fireworks LLC 3275 W M76 P.O. Box 276 West Branch MI 48661	E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	
	INSURER B: Everest Denali Insurance Company	
	INSURER C: Axis Surplus Ins Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1164767023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			S18GL01969-221	1/21/2022	1/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			S18CA00273-221	1/21/2022	1/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			P-001-000798280-01	2/4/2022	1/21/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: February 10th, 2023 Rain Date: N/A Location: Marquette Mountain Resort 4501 M-533, Marquette, MI 49885

General Liability, the following are named as additional insured in respects to the negligence of named insured:
Michigan Sports Alliance, Marquette Mountain Resort LLC & Marquette Mountain Properties LLC, Meijer Great Lakes Partnership and its Affiliates and all its elected and appointed officials, employees, volunteers, boards commission and/or other authorities.

CERTIFICATE HOLDER**CANCELLATION**

Michigan Sports Alliance
300 Ottawa Ave NW #240
Grand Rapids MI 49503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Consent Agenda **HUD Section 3 Policy**

BACKGROUND:

The United States Department of Housing and Urban Development (HUD) requires the adoption of a Section 3 policy for communities applying for Community Development Block Grant (CDBG) funds. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

The City is currently applying for CDBG funds in order to facilitate the demolition of the former Marquette General Hospital and must adopt this policy as a component of the application. The CDBG funded Certified Grant Administrator will ensure compliance with the policy once hired.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Section 3 policy, and authorize the City Manager or her designee to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Section 3 Policy

SECTION 3 POLICY

PURPOSE

Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs be directed to low- and very low-income persons. The priority of assistance should be to those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low- and very low-income persons.

The Section 3 program was created to ensure that persons living in communities where HUD-assisted programs were being funded could economically benefit from the resources being spent. This would improve the overall socioeconomic condition of not only the community, but also the low- and very low-income residents that reside within the neighborhoods. The implementing regulation for Section 3 can be found at [24 CFR Part 75](#).

GENERAL POLICY STATEMENT

On behalf of the Michigan Strategic Fund (MSF), the Michigan Economic Development Corporation (MEDC) CDBG Program shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

It is the policy of the CDBG Program that all Units of General Local Governments (UGLGs/Grantees/Recipients) are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Section 3 area workers and Section 3 business concerns.

Failure to comply with the requirements of Section 3 may result in a monitoring finding or sanctions that may include, debarment, suspension of funds or limited denial of participation in the MEDC CDBG programs.

24 CFR PART 75.19 REQUIREMENTS

(a) *Employment and training.*

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, UGLGs (grantees, recipients) covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
 - (i) Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) Participants in YouthBuild programs.

(b) *Contracting.*

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) To include the Section 3 Contractors Packet (Form 4-T) and required Section 3 language in all construction contracts.
- (3) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:
 - (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) YouthBuild programs.

APPLICABILITY OF SECTION 3 REQUIREMENTS TO INDIVIDUAL PROJECTS

Whenever any portion of CDBG funding is invested into projects involving housing construction, demolition or rehabilitation, commercial/private improvements for economic development, or other public construction (e.g., roads, sewers, community centers, and public facilities), the requirements of Section 3 may apply, based on the guidance provided below.

Section 3 requirements that apply to CDBG funded Projects

In conjunction with construction activity, Section 3 applies to projects that receive \$200,000 or more in CDBG assistance, including projects that are financed in conjunction with state, local, or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. In particular:

- Section 3 applies to recipients of CDBG funding, as well as its sub-recipients, contractors and subcontractors; and
- Professional service contract labor hours (construction contract oversight, engineering, architectural, environmental and property evaluation, construction progress and construction draw inspection, and prevailing wage labor compliance) are not required to be reported. If a contract covers both professional services and other work and the recipient, contractor, or sub-contractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- Section 3 requirements do not apply to material supply contracts. The regulations should not be construed to mean that recipients are required to hire Section 3 Workers or award contracts to Section 3 Business Concerns other than what is needed to complete covered projects and activities. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

Section 3 Goals

Contractors and sub-contractors will be required, to the greatest extent feasible, meet the Section 3 HUD benchmarks.

1. 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Worker Labor Hours divided by Total Labor Hours = 25%

AND

2. 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers;

Targeted Section 3 Labor Hours divided by Total Labor Hours = 5%

Additional Reporting if Section 3 Benchmarks are *not* met:

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks.

Section 3 Worker

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern
3. The worker is a YouthBuild participant.

Targeted Section 3 Worker

A Targeted Section 3 worker: any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented

1. A worker employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- (i) Low- or very low-income workers residing within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached or the neighborhood of the project, as defined; or
- (ii) A YouthBuild participant.



The status of workers on the Section 3 project will be determined by one of the following methods:

1. **Worker income self-certification.** The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked.
 - a. Section 3 Worker and Targeted Section 3 Worker Certification (Form 9-L)
2. **Worker is employed by a Section 3 Business Concern.** The contractor or subcontractor is able to provide documentation that it qualifies as a Section 3 Business Concern. All employees of a qualifying business will be considered Section 3 workers.
3. **Worker is a Youthbuild participant.** Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a Youthbuild program.
4. **Employer wage record.** The employer is able to provide certified documentation that the worker's income from that employer is below the income limit for the corresponding family size when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

NOTE: Documentation submitted by employers should only contain employee names, state and county of residence, annual income, and a certifying signature and date. Do not include any information such as social security numbers or bank account information.

Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 3 Business

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last 6-month period:

1. It is at least 51% owned and controlled by low- or very low-income persons;
2. Over 75% of the labor hours performed by the business are performed by low or very low-income persons; or

3. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Concern Certification (Form 9-A1) and provide requested backup documentation.

While contracting and subcontracting with Section 3 Business Concerns is encouraged, nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 Business Concern. Additionally, Section 3 Business Concerns are not exempt from meeting the specifications of the contract, including required licensures and certifications.

Businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Subrecipients are allowed discretion to determine the required documentation to verify a Section 3 Business Concern. At monitoring, the MEDC will check that documentation has been received and is in the file, not for a specific type of documentation.

SECTION 3 REPORTING REQUIREMENTS

Reporting of Labor Hours

- (a) Reporting Labor Hours. (1) recipients must report in a manner prescribed by HUD:
 - (i) The total number of labor hours worked;
 - (ii) The total number of labor hours worked by Section 3 workers; and
 - (iii) The total number of labor hours worked by Targeted Section 3 workers.
 - 1) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established.
 - 2) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
 - 3) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
 - 4) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.
- (b) Safe Harbor Compliance. Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

Consequences for noncompliance. Any recipient with outstanding findings of noncompliance with Section 3 may be barred from receiving additional competitively awarded financial assistance.

Assistance to Achieve the Goals

The UGLG that receives CDBG funding has the responsibility to comply with Section 3 requirements. They are also required to “ensure compliance” of their contractors and sub- contractors.

This responsibility includes:

1. Notifying Section 3 Workers and business concerns about jobs and contracts generated by Section 3 covered assistance so that they may submit bids/proposals for available contracts and job openings with the grantee;
2. Notify potential contractors of their responsibilities under Section 3;
3. Include Section 3 language in all applicable contracts;
4. Require sub-recipients, contractors, and sub-contractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, program regulatory agreements, or contracts;
5. Document action(s) taken to meet the HUD benchmarks;
6. Respond to Section 3 complaints; and
7. Complete and submit the required Section 3 Forms to MEDC.

Outreach Best Practices

Grantees must develop a Section 3 plan, including outreach to Section 3 Workers and Businesses within the municipality. Best practices include:

1. Publication of opportunities in newsletters or other local newspapers, including those targeted to Limited English Proficient populations.
2. Use of signage at the project site and flyers posted in the project area.
3. Notification of potential training or employment opportunities to neighborhood and non- profit groups, including Public Housing Authorities, servicing low- and very low-income persons.
4. Communicate opportunities to employment agencies and career centers.
5. Complete copy of a “Notice to Citizens Opportunity for Work” (Form 9-P), which can be used for development of Section 3 employment opportunities. Send completed form to the local [Michigan Works!](https://www.michiganworks.org/) service center (<https://www.michiganworks.org/>).

Section 3 Business and Resident Resources

The following are potential resources where UGLGs/contractors might find Section 3 businesses and residents (workers):

1. [HUD Section 3 Registry/Portal](#) (Businesses)
2. [MSHDA MBE/WBE list](#) (Businesses)
3. [MDOT DBE list](#) (Businesses)
4. [MDOT Michigan Unified Certification Program \(MUCP\)](#) (Businesses)
5. [Michigan Works!](#) (Businesses & Workers)
6. [PHAs](#) (Workers)

Orders of Priority Consideration for Employment and Contracting Opportunities

(a) General.

- 1) CDBG Grantees and their contractors shall provide priority consideration to Section 3 residents and Section 3 businesses for new training, employment, and contracting opportunities generated because of the expenditure of Section 3 covered financial assistance.
- 2) Priority consideration should not be construed to be a quota or set-aside program, or as an entitlement to economic opportunities such as a particular job or contract.
- 3) Section 3 residents must possess the same job qualifications, skills, eligibility criteria, and capacity as other applicants for employment and training opportunities being sought.

- 4) Section 3 businesses must be selected in accordance with the procurement standards of 24 CFR 85.36 or 24 CFR 84.40, as appropriate, including price, ability, and willingness to comply with this part, and other factor, to be considered lowest responsible bidders on contracting opportunities being sought.
 - 5) CDBG Grantees and contractors may give priority consideration to a Section 3 resident or business if such resident or business is qualified for the respective employment or contracting opportunities.
 - 6) CDBG Grantees and contractors must give priority consideration to a Section 3 resident or business when that Section 3 resident or business is equally qualified with other individuals or businesses that would be offered employment or contracting opportunities.
- (b) Orders of priority consideration for employment and training opportunities.
- 1) CDBG Grantees that meet the funding thresholds shall direct their efforts to provide training and employment opportunities generated from the expenditure of Section 3 housing and community development financial assistance to Section 3 residents in the following order of priority consideration:
 - (i) Section 3 Workers residing in the service area where the CDBG funded project is located;
 - (ii) Section 3 Workers participating in the Department of Labor (DOL) YouthBuild program;
 - (iii) Other Section 3 Workers.

UGLG Name		
Signature		Date
Printed Name		
Title		
Date Adopted		

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Consent Agenda

Master Agreement to Purchase Services (In-Home Services)

BACKGROUND:

Approximately one-half of the Marquette Senior Center budget is constituted of revenues derived through purchase of service agreements such as the Master Agreement to Purchase Services (In-Home Services) under consideration, which represents a portion of the budgeted annual revenues. These contracts have been implemented as service reimbursement agreements consistent with the same approach that has been used for more than 30 years.

This fiscal year the agreement amount is \$60,760.73, a roughly 9% increase year over year, for an estimated 2,762 units of homemaking services at a unit reimbursement rate of \$22.00. There is a ten (10%) percent local in-kind match requirement outlined in the agreement that has been budgeted under salaries and wages.

The City received the agreement on January 4, 2023 with an effective date of October 1, 2022.

FISCAL EFFECT:

This agreement is consistent with the revenues budgeted for in-home services in Fiscal Year 2023.

RECOMMENDATION:

Approve the Master Agreement to Purchase Services (In-Home Services) for Fiscal Year 2023, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement
- ▣ Insurance

MASTER AGREEMENT TO PURCHASE SERVICES FISCAL YEAR 2023

This Agreement, effective the first day of October, 2022, and ending the 30th day of September, 2023, is by and between the County of Marquette ("County"), 234 W. Baraga Avenue, Marquette, Michigan 49855 and the **City of Marquette**, 300 W. Baraga Avenue, Marquette, Michigan 49855 ("Contractor").

WHEREAS, the County has contracted with the Region XI Area Agency on Aging (UPAAA) through **IN-HOME SERVICES** funds for the delivery of homemaker service to older residents of Marquette County; and

WHEREAS, the County desires to purchase homemaker service from the Contractor for elders residing within the City of Marquette, and the Townships of Chocolay, Marquette, and Powell;

NOW, THEREFORE, the parties hereto agree:

1. The Contractor will deliver the following:

HOMEMAKER SERVICE

Estimated Units of Service:	<u>2,762</u>
Estimated Number of Unduplicated Clients:	<u>154</u>
Estimated Number of Low-Income Clients:	<u>40</u>
Estimated Number of Minority Clients:	<u>1</u>

2. The Contractor shall provide units evenly over the course of the contract period and adhere to the service definition, record keeping requirements and client eligibility guidelines as established by Marquette County's Aging Service policies, Marquette County contractual obligations with UPAAA, and OSA Operating Standards for In-Home Service Programs. Service reports will be provided to the Aging Services office for reimbursement and contract monitoring of receipts, expenditures, clients served, and units provided on forms issued by the Aging Services office. Reports shall be due to the Aging Services office on the 3rd day of the month for the previous month's activity. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.
3. In delivering homemaker services, Contractor agrees to comply with all requirements set forth in the FY2023-2025 Aging Services Master Contract (**Attachment A**).
4. The Contractor shall receive from Marquette County's Aging Services office upon receipt of monthly In-Home Service reports, and signed Agreement by both parties, **funds up to \$60,760.73 at a homemaker unit rate of \$22.00.** In-Home Services are reimbursed using the UPAAA Wellsky system. Reimbursement on significant over production of units will be withheld and findings of non-compliance will be written during Contractor assessment.

5. A local match at a minimum of 10% of the total cost of providing a unit is required by the Contractor. Confidential donations (program income) are to be encouraged, and the funds received used to expand homemaker service.
6. In the event that funds to Marquette County from the UPAAA are reduced, withdrawn or terminated, Marquette County may equally reduce, withdraw or terminate payments upon seven days written notice to the Contractor. In the event that additional funds are received under any grant covered by this Agreement, funds will be allocated depending on the ability of the Contractor to provide additional homemaker service.
7. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days' notice. Marquette County can terminate this Agreement for any or no reason upon seven days' written notice to the Contractor.
8. Insurance and Indemnification: The Contractor will supply proof of and adhere to the provisions contained in the insurance addendum (**Attachment B**) which is incorporated in, and made part of, this Agreement as though fully set forth herein.
9. Relationship of Parties: The parties agree that Contractor will at all times be an independent contractor in performance of the services hereunder, and that nothing in this Agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the County and the Contractor. Likewise Direct Care Workers employed or contracted by the Contractor will not be deemed employees of the County for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

COUNTY OF MARQUETTE

CITY OF MARQUETTE

By: Gerald O. Corkin
Gerald O. Corkin, Chairperson

By: _____
Cody Mayer, Mayor

By: _____
Kyle Whitney, Clerk

Date: Dec. 20, 2022

Date: _____

Attachment: Insurance Addendum

ATTACHMENT A: INSURANCE ADDENDUM

LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by Marquette County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:
Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. The Contractor's insurance coverage shall be primary insurance as respects Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Marquette County, its offers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages:
Contractor hereby releases Marquette County from any claim for recovery for any loss or damage, which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days

prior written notice by certified mail, return receipt requested, has been given to Marquette County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by Marquette County, the Michigan Insurance Bureau must identify insurers as authorized and eligible. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish Marquette County with certificates of insurance and with any and all original endorsements affecting coverage required by the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Marquette County before work commences. Marquette County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

A copy of said certificates and endorsements should be forwarded with a signed copy of the Master Agreement to the Marquette County Aging Services office.

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by Marquette County do not waive the insurance requirements provided in the foregoing paragraphs. Should Marquette County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify Marquette County for any such loss. This indemnification shall occur regardless of whether or not Marquette County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Marquette County shall be Additional Insureds, which shall include all elected and appointed officials, all employees, agents and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

09/30/2019



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Marquette

300 W. Baraga Ave.

Marquette, MI 49855-4763

Coverage Afforded:

Michigan Municipal League Liability and Property Pool

1675 Green Road

Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.

P.O. Box 2054

Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001404125	7/1/2023	\$10,000,000
<u>Automobile Liability</u>			
<u>Other</u>			Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: the Contract for Services dated 6/17/2020 for the purposes of contracting employment services for Linda Poole to Marquette County one day a week.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

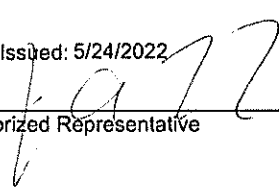
County of Marquette, Marquette County Administrator

Marquette County Courthouse Complex

234 W. Baraga Ave.

Marquette, MI 49855

Date Issued: 5/24/2022

By: 
Authorized Representative

MML-1(11/99)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Consent Agenda

Proclamation - Intestinal Malrotation and Volvulus Awareness Day

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation

Intestinal Malrotation and Volvulus Awareness Day

WHEREAS, intestinal malrotation is a congenital birth defect that occurs when the intestine fails to rotate correctly during embryonic development, and may lead to volvulus, a life-threatening surgical emergency where the intestine twists, restricting blood flow to vital organs; and,

WHEREAS, malrotation may effect 1 in 2,300 births; of those affected by intestinal malrotation, approximately 40 percent are diagnosed after their first year; and,

WHEREAS, to decrease the mortality and morbidity associated with malrotation, it is vital for health care providers and the community to be aware of signs and symptoms; and,

WHEREAS, the cardinal symptom of volvulus is vomiting bile, a green or bright yellow fluid, reported in 80 percent of pediatric cases; other symptoms include abdominal pain, changes in bowel movements, dehydration and lethargy; and,

WHEREAS, Intestinal Malrotation and Volvulus Awareness Day serves to highlight the urgency of this condition, to honor the memory of children whose lives have been cut short by the condition, and to fulfill the Intestinal Malrotation Foundation's mission to raise awareness, increase research, educate health care professionals and provide support to those affected by intestinal malrotation.

NOW, THEREFORE, I, Cody Mayer, the Mayor of the City of Marquette, do hereby proclaim January 15, 2023, as **INTESTINAL MALROTATION AND VOLVULUS AWARENESS DAY** in Marquette, Michigan.

Dated this 9th day of January, 2023.

Cody O. Mayer, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

Consent Agenda

Senior Services - Master Agreement to Purchase Services

BACKGROUND:

Presented for consideration is the Master Agreement to purchase services for senior service programs for older residents in the City of Marquette and Chocolay, Marquette, and Powell townships. Under this agreement, the County of Marquette agrees to expend millage funds to purchase senior services from the City.

In a given year, approximately half of the Marquette Senior Center revenue comes through similar agreements, under which municipalities purchase services from the Center. This agreement represents a significant part of the Senior Center's operational revenues.

It should be noted that the 2023 calendar year millage allocation is \$421,054. This represents an increase of \$12,263, or 3 percent, from the previous year's agreement. It should also be noted that the reimbursement will be paid in a lump sum to be allocated monthly.

FISCAL EFFECT:

The Community Services Senior Service fund will realize revenues of \$421,054.

RECOMMENDATION:

Approve the Master Agreement to Purchase Services for calendar year 2023, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Cover Letter and Agreement



County of Marquette AGING SERVICES

184 US-41 East
Negaunee, Michigan 49866
Ph. (906) 315-2658
Fax: (906) 475-4912
www.co.marquette.mi.us

Lori Stephens-Brown, MCAS Manager
315-2607

Email: Lbrown@mqtc.org

Kathy DeMarinis
MCAS Administrative Aide
315-2658

Email: kdemarinis@mqtc.org

12/21/2022

Marquette Senior Center
300 West Baraga Ave.
Marquette, MI 49855

RE: Master Agreement to Purchase Services FY2023 – In-Home Services – UPCAP
Master Agreement to Purchase Services Calendar Year 2023 – In-Home
Services – Marquette County Millage

Enclosed you will find both of the Master Agreements for the services listed above. Please have the agreements signed, keep a copy for your records, and return the original to me as soon as you can. Please be sure to also return a copy of your insurance information as indicated in Addendum B. Addendum A will be emailed to you to print.

Thank you,

Lori Stephens-Brown

RSVP/Aging Services Director

**MASTER AGREEMENT TO PURCHASE SERVICES
CALENDAR YEAR 2023**

This Agreement, effective the first day of January 2023 and ending the 31st day of December 2023, is by and between **Marquette County**, 234 W. Baraga Avenue, Marquette, Michigan 49855 and the **CITY OF MARQUETTE**, 300 W. Baraga Avenue, Marquette, Michigan 49855 (hereinafter referred to as the "Contractor").

WHEREAS, Marquette County has allocated millage dollars to Senior Centers for the delivery of services to older residents of Marquette County; and

WHEREAS, Marquette County is desirous of purchasing services as listed on the menu of millage priority services from the Contractor for elders residing within the City of Marquette, and the townships of Chocoday, Marquette and Powell;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Contractor will deliver service as need is determined, from the following menu of services:

**Outreach
Case Coordination & Support
Homemaking
Financial Management
Chore
Information & Assistance
Health Promotion**

2. The Contractor shall adhere to the service definitions, record keeping requirements and client eligibility guidelines for these services as defined in the Marquette County Services to Senior Citizens Millage Priority Services (**Attachment A**).
3. Service reports will be provided to the Aging Services office. Service reports will be submitted on a quarterly basis. Service reports shall be due to the Aging Services office on the 10th day of the month following the reporting period. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.
4. The Contractor shall receive from Marquette County upon receipt of Agreement signed by both parties and proof of insurance, funds up to the amount stated:

ALLOCATION FOR SENIOR SERVICES

\$421,054.00

No match is required from the Contractor for this Agreement.

5. The Contractor will be paid a quarterly advance of funds prior to providing services.
6. The funds for Allocation Senior Services are to offset costs borne by the Contractor for providing services from the menu of priority services to seniors residing in the Townships of Forsyth, Ewing, Sands, Skandia, Turin, Wells, and West Branch.

- a. The allocation is divided into two components:

Priority Services – 70%	\$294,737.80
General Purpose Programming/Administration – 30%	\$126,316.20

- b. The Contractor shall expend at least 70% of this allocation for services from the menu of priority services based on an assessment of the client's needs.
 - c. The Contractor may expend up to 30% of this allocation for general purpose programming and administration. On each report, the Contractor shall state how the money was expended including number of clients served and units of service provided when applicable.
7. Services are to benefit seniors residing within the City of Marquette, and the townships of Chocolay, Marquette and Powell. Providers will meet with representatives from their service areas as needed.
 8. The annual allocation is the maximum reimbursement for services under this Agreement.
 9. The Contractor will identify and account for funds received and expended under this Agreement through the use of separate program or activity account numbers. Service reports shall include the number of seniors served, the services provided, and the cost to provide the service. Reports shall also include the services provided by geographic location. Collaboration between millage funded service providers is encouraged to promote uniform service delivery and reporting.
 10. Program income received as a result of providing priority services funded by this allocation may be used for general purpose programming by the Contractor. Services to a client are not related to or denied for lack of a confidential donation.
 11. In the event that millage dollars to Marquette County are reduced, withdrawn or terminated, Marquette County may equally reduce, withdraw or terminate the contract upon seven days written notice to the Contractor. In the event that millage dollars are increased, Marquette County may at its sole discretion allocate additional funds depending on the ability of the Contractor to provide additional services.
 12. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days' notice. Marquette County can terminate this Agreement

for any or no reason upon seven days written notice to the Contractor. The Contractor may appeal to the County Board.

13. Insurance and Indemnification: The Contractor will supply proof of and adhere to the provisions contained in the insurance addendum (**Attachment B**) which is incorporated in, and made part of, this Agreement as though fully set forth herein.

14. The Contractor understands and agrees that in the performance of this Agreement it is an Independent Contractor with respects to Marquette County, and that it has full authority and discretion with respect to hiring, directing, disciplining and terminating its employees, and in supervising their activities in the performance of the tasks required by this Agreement. The employees of the Contractor shall not be entitled to any of the benefits provided by Marquette County to employees of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

MARQUETTE COUNTY

By: 
Gerald O. Corkin, Chairperson

Date: Dec. 20, 2022

City of Marquette

By: _____
Cody Mayer, Mayor

By: _____
Kyle Whitney, Clerk

Date: _____

Attachments: 2

**MARQUETTE COUNTY
SERVICES TO SENIOR CITIZENS MILLAGE
PRIORITY SERVICES**

VISION STATEMENT

That all Marquette County seniors have access to services and volunteer opportunities to service which enhances and promotes the highest quality of life.

MISSION STATEMENT

It shall be the mission of Marquette County to use the Services to Senior Citizens Millage to secure and insure the independence and dignity of the county's older population. Said mission to be accomplished through the assessment of needs, resource development, centralized planning, advocacy, and assistance to local service providers in the development and support of necessary programs. The County Aging Services department shall act as a focal point for the provision of information and training on programs and issues related to older adults.

OVERSIGHT/ACCOUNTABILITY/REPORTING REQUIREMENTS

Marquette County is responsible for the oversight and proper use of millage dollars. Millage-funded services are to be provided to seniors throughout Marquette County. Programs receiving millage dollars will be required to report the number of seniors citizens served, the services provided, the areas served and the amount of millage dollars spent on approved services.

ELIGIBILITY

Services shall be provided only to persons 60 years of age and older who reside in Marquette County.

- Substantial emphasis must be given to serving eligible persons with greatest social and/or economic need with particular attention to low-income minority individuals. "Substantial emphasis" is regarded as an effort to serve a greater percentage of older persons with economic and/or social needs than their relative percentage to the total elderly population within the geographic service area.
- Participants shall not be denied or limited services because of their income or financial resources. Where program resources are insufficient to meet the demand for services, each service program shall establish and utilize written procedures for prioritizing clients waiting to receive services, based on social, functional and economic needs.

INDICATING FACTORS

- Social Need – isolation, living alone, age 75 or over, minority group member, non-English speaking, etc.
- Functional Need – handicaps (as defined by the Rehabilitation Act of 1973 or the Americans with Disabilities Act), limitations in activities of daily living, mental or

physical inability to perform specific tasks, acute and/or chronic health conditions, etc.

- **Economic Need** - eligibility for income assistance programs, self-declared income at or below 125% of the poverty threshold, etc.

PRIORITY SERVICES

- **Outreach** - Efforts to identify and contact isolated older persons and/or older persons in greatest social and economic need, who may have service needs, and assisting them in gaining access to appropriate services. Outreach does not include comprehensive assessment of need, development of service plan, or arranging for service provision.
- **Case Coordination & Support** - The provision of a comprehensive assessment of persons aged 60 and over with a complementing role of brokering existing community services and enhancing informal support systems when feasible. Case Coordination and Support (CCS) includes the assessment and reassessment of individual needs, development and monitoring of a service plan, identification of and communication with appropriate community agencies to arrange for services, evaluation of the effectiveness and benefit of services provided, and assignment of a single individual as the caseworker for each client.
- **Homemaking** - Performance of routine household tasks to maintain an adequate living environment for older individuals with functional limitations. Homemaking does not include provision of chore or personal care tasks. Allowable homemaking tasks are limited to one or more of the following:
 - Laundry
 - Ironing
 - Meal Preparation
 - Shopping for Necessities
 - Light Housekeeping Tasks
- **Home Delivered Meals** - Also known as "Meals on Wheels", assists homebound seniors throughout Marquette County in meeting their nutritional needs. "Meals on Wheels" does more than provide hot meals. The meal deliverer also provides an important service by checking on the welfare of the person.
- **Financial Management** - This service assists older persons to expand, conserve or make better use of their personal financial resources. This assistance is to be delivered on a one-to-one basis between the service provider and the individual and may include assistance with such items as budgeting, state tax credit preparation, income tax preparation, bill paying, and general financial planning.

Assisting Seniors with preparing and filing tax credit forms, reviewing and submitting insurance forms/claims, completing applications for assistance programs such as Medicaid, food stamps, etc.

- **Chore** - Non-continuous household maintenance tasks intended to increase the safety of the individual(s) living at the residence. Allowable tasks are limited to the following:
 - Replacing fuses, light bulbs, electrical plugs, and frayed cords
 - Replacing door locks and window catches
 - Replacing/repairing pipes
 - Replacing faucet washers or faucets
 - Installing safety equipment
 - Installing screens and storm windows
 - Installing weather stripping around doors
 - Caulking windows
 - Repairing furniture
 - Installing window shades and curtain rods
 - Cleaning appliances
 - Cleaning and securing carpets and rugs
 - Washing walls and windows, scrubbing floors
 - Cleaning attics and basements to remove fire and health hazards
 - Pest control
 - Grass cutting leaf raking
 - Clearing walkways of ice, snow and leaves
 - Trimming overhanging tree branches

- **Information and Assistance** - Assistance to individuals in finding and working with appropriate human service providers that can meet their needs which may include: information giving (e.g., listing the providers of a particular service category so an individual may make their own contact directly); group presentations; referral (making contact with a particular provider on behalf of an individual); advocacy intervention (negotiating with a service provider on behalf of a client); and, follow-up contacts with clients to ensure services have been provided and have met the respective service need.

- **Transportation** – The RSVP Medical Transportation Program provides frail and/or isolated seniors living in Marquette County with a ride to their non emergency medical appointments. Occasionally this may also include a stop at the pharmacy to pick up needed prescriptions.

- **Health Promotion** - May include some or all of the following: provision of information concerning diagnosis, prevention, treatment, and rehabilitation of age-related disease and chronic disabling conditions; education programs on the availability, benefits and appropriate use of preventive health services; routine health screenings; programs related to prevention and reduction of effects of chronic disabling conditions; reduction of alcohol and substance abuse; smoking cessation; weight loss and control and stress management; nutritional counseling; programs regarding physical fitness and exercise; and recreational activities.

ATTACHMENT B

INSURANCE ADDENDUM LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by Marquette County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:
Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Contractor hereby releases Marquette County from any claim for recovery for any loss or damage, which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Marquette County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by Marquette County, the Michigan Insurance Bureau must identify insurers as authorized and eligible. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish Marquette County with certificates of insurance and with any and all original endorsements affecting coverage required by the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Marquette County before work commences. Marquette County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

A copy of said certificates and endorsements should be forwarded with a signed copy of the Master Agreement to the Marquette County Aging Services office.

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by Marquette County do not waive the insurance requirements provided in the foregoing paragraphs. Should Marquette County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify Marquette County for any such loss. This indemnification shall occur regardless of whether or not Marquette County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Marquette County shall be Additional Insured's, which shall include all elected and appointed officials, all employees, agents and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

10/16/18

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

New Business

Letter of Resignation of Commissioner Evan Bonsall

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

New Business

Procedure to Fill City Commission Vacancy

BACKGROUND:

The resignation of Commissioner Evan Bonsall creates a vacancy on the Marquette City Commission.

Under the provisions of the Marquette City Charter, the City Commission has 60 days in which to fill a vacancy via appointment. Since late 2017, the City Commission has made four appointments for vacancies, and staff is recommending the board follow the process originally established in November of 2017.

Under that process, applications were made available both online at the City's website and in person at the City Clerk's Office and interested parties were given an application submission deadline. Following the deadline, completed applications and related materials were disseminated to the City Commission for review.

At a subsequent meeting, the Commission then provided applicants an opportunity to speak, and made an appointment to fill the vacancy.

In order to be appointed, an individual must meet all eligibility requirements stipulated by the City Charter.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Direct the City Clerk to make City Commission application forms available online and in the Clerk's Office, and to accept applications from interested parties until 4 p.m. on Tuesday, January 24, 2023; and to then proceed with the appointment of a new City Commissioner at the January 30, 2023 regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/9/2023

New Business

Former Cliffs-Dow Site Project Status Update

BACKGROUND:

The project team of Richard Baron, esq. from Foley, Baron, Metzinger & Juip, TriMedia, and City Staff will present an update on the environmental status of the former Cliffs-Dow site.

FISCAL EFFECT:

None.

RECOMMENDATION:

Following the completion of the update, enter closed session pursuant to the Michigan Open Meetings Act [MCL 15.268(8)(h)] to "consider material exempt from discussion or disclosure by state or federal statute", which exemption includes the consideration of "information or records subject to the attorney-client privilege" pursuant to MCL 15.243(1)(g).

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available