

City of Marquette, MI



Meeting Agenda City Commission

**Monday, January 30, 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)

Wallace Pearson, Presque Isle Park Advisory Committee, for an unexpired term ending 4-1-23 and for the subsequent term ending 4-1-26.

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

Presentation(s)

2. Public Art Commission, by Chair Tracy Wascom

3. Consent Agenda - Roll Call Vote

- 3.a.** Approve the minutes of the January 9, 2023 Commission work session
- 3.b.** Approve the minutes of the January 9, 2023 regular Commission meeting
- 3.c.** Approve the minutes of the January 9, 2023 Commission closed session
- 3.d.** Approve the total bills payable in the amount of \$1,566,614.81
- 3.e.** 2022 Audit Engagement Letter and Audit Planning Letter
- 3.f.** CDBG Certifying Officer Authorization - Roll Call Vote
- 3.g.** CDBG Consultant Contract Amendment
- 3.h.** GEI Change Order - Tourist Park SHPO Review
- 3.i.** LSCP Lease Termination
- 3.j.** Ordinance 718 - Marihuana Establishment Licensing
- 3.k.** Signature Approval for 2013 Capital Improvement Bonds Assignment

New Business

4. City Commission Rules of Procedure #2003-01

5. Requests to Purchase City-owned Property - 601 South Lakeshore Boulevard
6. Marquette County Central Dispatch Policy Board Appointment
7. City Commissioner Appointment

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: 1/30/2023

Boards and Committees **Appointment(s)**

BACKGROUND:

Wallace Pearson, Presque Isle Park Advisory Committee, for an unexpired term ending 4-1-23 and for the subsequent term ending 4-1-26.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the January 9, 2023 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 1/9 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, January 9, 2023

4:30 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Announcements

Mayor Mayer had no announcements.

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

James Gallant welcomed Mayor Mayer to his new position. He discussed the importance of consistency and touched on Robert's Rules of Procedure and best practices for parliamentary procedure.

Margaret Brumm spoke about the history of the Cliffs-Dow site and voiced concerns about future use of this property, as well as nearby properties.

1. Cliffs-Dow Project Update by Project Team: Dennis Stachewicz, Community Development Director; Richard Baron, Foley, Baron, Metzger & Juip, PLLC, Special Counsel to City; Tom Anthos and Ryan Whaley, TriMedia Environmental & Engineering

The project team, represented by Rich Baron and Ryan Whaley, provided the City Commission with an update on the Cliffs-Dow property. This presentation included an operational history of the property and an overview of the previous and ongoing work done by the team, which includes TriMedia and the firm of Foley, Baron, Metzger and Juip. Baron and Whaley shared updates on environmental testing data.

Commissioners thanked the team for the update, and discussion ensued. The group talked about the desire to see this site put back into productive use, the chances of being able to utilize grant funding to assist in environmental remediation, best practices for environmental monitoring activity and long-term responsibility for the property.

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

Margaret Brumm said she thought the Cliffs-Dow property was cursed and that Commissions have attempted to improve this situation for decades now.

James Gallant talked about Robert's Rules of Order and the City ethics ordinance, and shared his opinion on Commission actions.

Adjournment

Mayor Mayer adjourned the Work Session at 5:38 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the January 9, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 1/9/23 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

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

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the agenda with the relocation of Item 9 to after the Comments from the City Manager, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

Announcements

Mayor Mayer had no announcements.

Boards and Committees

1. Appointment(s)

Patricia Sala, Downtown Development Authority, for a term ending 01-01-27

Mayor Pro Tem Sally Davis moved to Approve the appointment as listed, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

2. Reappointment(s)

Ryan Stern, Downtown Development Authority, for a term ending 01-01-27

Mayor Pro Tem Sally Davis moved to Approve the reappointment as listed, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

James Gallant spoke about Commission rules, parliamentary procedure and attorneys. Barb Owdziej shared concerns about snow removal and plowing schedules and about the impact that the City schedule can have on residents.

Mark Schneider said that the two recent fires in the Birch Grove Mobile Home Community may have made people in the area nervous. He suggested the City do something to calm any public concern, whether it is increased fire inspections or simple

outreach to the residents.

Presentation(s)

3. Board of Review, by Mark Schneider

Mark Schneider offered a brief presentation about the previous year of activity for the Board of Review, and then answered questions from the Commission.

Public Hearing(s)

4. Community Development Block Grant

No members of the public chose to speak during the public hearing.

Commissioner Evan Bonsall moved to Approve the Community Development Block Grant application and authorize all signatures related to the submission of the application, seconded by Commissioner Jessica Hanley and Carried Unanimously.

5. Marquette Township PA 425 Agreement

Mayor Mayer opened the public hearing for this item.

Marquette Township Supervisor Lyn Durant talked about the agreement, and said Longyear is waiting to move forward until they know whether this agreement is reached.

James Gallant spoke about Robert's Rules of Order and the Marquette Township Board.

Margaret Brumm said this agreement seems like it produces benefits for both sides.

With no one waiting to comment, the Mayor closed the public hearing.

Commissioner Fred Stonehouse moved to Approve the 425 agreement with the Township of Marquette and authorize the Mayor and the Clerk to sign it, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

6. Consent Agenda

Commissioner Jennifer Smith moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

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

Commissioner Jennifer Smith moved to accept the letter of resignation from Commissioner Evan Bonsall, seconded by Commissioner Fred Stonehouse.

Commissioner Smith thanked Bonsall for his service and for helping to move the needle on some important issues in the City.

Commissioner Stonehouse wished Bonsall well.

Commissioner Hanley said the City was lucky to have Bonsall as long as they did and she said people could take notes on his involvement in his community.

Mayor Mayer said they all appreciate the years of service given to the City by Commissioner Bonsall.

The Commission then voted on the motion to accept Commissioner Bonsall's letter of resignation. The motion carried 6-1, with Commissioner Hanley voting no.

8. Procedure to Fill City Commission Vacancy

Commissioner Jessica Hanley moved to Authorize 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, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

Barb Owdziej spoke more about the plowing and snow removal concerns she brought up earlier. She said she would like to see vehicles, bikes and pedestrians treated the same. She said she is sad to see Commissioner Bonsall leave and she welcomed Commissioner Ottaway.

James Gallant spoke about parliamentary procedure, the City ethics ordinance and trainings for board and committee members.

Margaret Brumm spoke about the history and current state of the Cliffs-Dow property.

Pete Frazier commented on Commissioner Bonsall's resignation and said the 425 agreement and the related project seem beneficial.

Comments from the Commission

Commissioner Stonehouse read from the City Commission's adopted Rules of Procedure, which state that Robert's Rules of Order will be used only for guidance. He said he attended a National Guard ceremony where the 107th Engineer Battalion prepared to deploy for the better part of a year. He said these are our friends and neighbors and their task is not an easy one.

Commissioner Bonsall, responding to public comments, said the City Commission has adopted a housing plan, through the Ad Hoc Housing Committee. He thanked Barb Owdziej for her insight into pedestrian safety and mobility, and he said it might be important to focus on street plans and mobility as we move forward, with a focus on pedestrian safety and mobility.

Turning to his resignation, Commissioner Bonsall thanked his colleagues and the constituents that voted for him when he was just 22. He said his time on the Commission was occasionally frustrating, but very rewarding. He encouraged people to get involved. and thanked those who helped him in his campaigning efforts. He thanked his family, friends, and wife. He said he hopes the community continues to honor public service and respect it and hopes they continue to encourage residents to get involved to keep Marquette what it is.

Commissioner Hanley thanked Commissioner Bonsall for the wisdom he has shared and the time he has dedicated to the City. She also wished Commissioner Smith a happy birthday.

Commissioner Ottaway said the DDA is offering a free parking session through the Passport mobile app, and said those with questions can reach out to the DDA or to him directly. He also said the DDA is looking at a farmers market rebrand and he thinks local talent should look into that. Commissioner Ottaway said he's sorry to see Commissioner Bonsall leave and said his research indicates that in last November's election, Bonsall received more votes than any local Commission candidate in history.

Mayor Pro Tem Davis recognized the recent passing of Jim Susorney, who was very involved in the community, including as an active member of City boards and committees. Mayor Pro Tem Davis said the recent minutes of the Traffic-Parking Advisory Committee have indicated a true sincerity and she thanked those members. She wished Commissioner Bonsall well and thanked him for his service. Mayor Pro Tem Davis said she hopes to see a robust slate of candidates apply, and she hopes that citizens reach out to the Commission to give their opinions on the candidates that ultimately apply.

Commissioner Smith thanked Barb for her comments on the snow removal issues and said it's an important topic. She talked about the Birchview comments made by Mark Schneider and asked for a bit of follow up on that. Commissioner Smith mentioned the City Master Plan survey is out and said she was disappointed to see that childcare is not listed as a focus area for respondents to choose. She urged people to mention childcare in the 'other' topic area. Finally, she thanked Commissioner Bonsall for his service and wished him well in the future.

Mayor Mayer thanked staff for the work, especially on things like the Community Development Block Grant and PA425 Agreement. He said the items are dealt with quickly in the meeting, but often take months of staff work ahead of time. He welcomed Commissioner Ottaway, said offered best wishes to Commissioner Bonsall in his future endeavors. Finally, he urged residents to take the Community Master Planning survey, and to sign up for future updates on the process.

Comments from the City Manager

City Manager Karen Kovacs said it had been an honor to work with Commissioner Bonsall and wished him luck. She said her next community office hours are scheduled for Jan. 11 at the library. She offered an overview of the City Master Plan survey and said participation is important.

9. Former Cliffs-Dow Site Project Status Update

This item was moved down the agenda and followed Comments from the City Manager.

The Cliffs-Dow project team, represented by Rich Baron and Ryan Whaley, provided the City Commission with an update on the Cliffs-Dow property. This presentation was a brief version of the one that was shared with the Commission in the Work Session that preceded the meeting, and included an operational history of the property and an overview of the previous and ongoing work done by the team, which includes TriMedia and the firm of Foley, Baron, Metzger and Juip. Baron and Whaley shared updates on environmental testing data.

Commissioner Jerney Ottaway moved to enter into Closed Session in order to consider information subject to the attorney-client privilege, seconded by Commissioner Jennifer Smith and Carried Unanimously.

The Commission entered closed session at 8:02 p.m., and returned to Open Session at 8:44 p.m.

Adjournment

Mayor Mayer adjourned the meeting at 8:45 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the January 9, 2023 Commission closed session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote **2022 Audit Engagement Letter and Audit Planning Letter**

BACKGROUND:

Audit Engagement and Planning Letters are a standard part of the annual audit. This Audit Engagement Letter, which spells out the terms of the engagement, requires the Mayor's signature.

The Audit Planning letter provides details about the planned scope and timing of the audit. Additionally, the letter requests certain disclosures be made.

FISCAL EFFECT:

The audit fee structure outlined in the Audit Engagement Letter align with the audit contract approved by the Commission on October 12, 2021, and are appropriately budgeted in the FY'23 budget.

RECOMMENDATION:

Authorize the Mayor to sign the Audit Engagement Letter and the Audit Planning Letter for the FY'22 audit.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Audit Engagement Letter FY'22
- ▣ Audit Planning Letter FY'22



January 4, 2023

To the Honorable Mayor and Members
of the City Commission and Management of the
City of Marquette, Michigan
300 West Baraga Avenue
Marquette, MI 49855

We are pleased to confirm our understanding of the services we are to provide the City of Marquette, Michigan (the City) for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) GASB-required supplementary pension information.
- 3) GASB-required supplementary OPEB information.
- 4) Budgetary Comparison Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and

we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining and Individual Fund Statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section of the Annual Comprehensive Financial Report.
- 2) Statistical Section of the Annual Comprehensive Financial Report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of the primary government of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of the primary government of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures—Internal Control

We will obtain an understanding of the primary government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls of the primary government that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance of the primary government any internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements

applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

Related to the City (the primary government) we will also:

- Assist in preparing the schedule of expenditures of federal awards in conformity with the Uniform Guidance based on information provided by you.
- Consult on the adjustments and/or for Net Pension Liability in accordance with GASB Statements No. 67 and No. 68 based on information provided by you.
- Consult on the adjustments and/or disclosures for Net OPEB Liability in accordance with GASB Statements No. 74 and No. 75 based on information provided by you.
- Consult on the adjustments and/or disclosures related to any new GASB standards, as applicable, based on information provided by you. New GASB pronouncements required to be reviewed by management for applicability in the current year include:
 - GASB 87: *Leases*
 - GASB 89: *Accounting for Interest Cost incurred before the end of a Construction Period*
 - GASB 92: *Omnibus 2020*
 - GASB 97: *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statements No. 14 and No. 84, and a Supersession of GASB Statement No. 32*
- Prepare the Data Collection form in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you.

Related to Peter White Public Library, a discretely presented component unit of the City, we will also:

- Assist in preparing the financial statements (and related note information) in conformity with accounting principles generally accepted in the United States of America based on information provided by Peter White Public Library.
- Prepare the financial statement reconciliations in accordance with GASB Statement No. 34.
- Consult on the adjustments and/or disclosure for Net Pension Liability in accordance with GASB Statement No. 68 based on information provided by Peter White Public Library.
- Consult on the adjustments and/or disclosures for the PWPL Development Fund in accordance with GASB Statement No. 80 based on information provided by Peter White Public Library.
- Consult on the adjustments and/or disclosures related to any new GASB standards, as applicable, based on information provided by Peter White Public Library. New GASB

pronouncements required to be reviewed by management for applicability in the current year include:

- GASB 87: *Leases*
- GASB 89: *Accounting for Interest Cost incurred before the end of a Construction Period*
- GASB 92: *Omnibus 2020*
- GASB 97: *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statements No. 14 and No. 84, and a Supersession of GASB Statement No. 32*

Related to the Marquette Downtown Development Authority (DDA), a discretely presented component unit of the City, we will also:

- Assist with the adjustments to convert the DDA's books from the cash-basis method of accounting to the modified-accrual method of accounting in conformity with accounting principles generally accepted in the United States of America.
- Assist in preparing the financial statements (and related note information) in conformity with accounting principles generally accepted in the United States of America based on information provided by the DDA.
- Prepare the financial statement reconciliations in accordance with GASB Statement No. 34.
- Maintain the DDA's capital asset schedules in accordance with the DDA's capitalization policy for purposes of preparing the financial statement reconciliations in accordance with GASB Statement No. 34 based on information provided by the DDA. Changes to the capital asset schedules (including asset additions and/or disposals) will be based on information provided by the DDA.
- Maintain the DDA's debt schedules for purposes of preparing the financial statement reconciliations and related note information in accordance with GASB Statement No. 34.
- Consult on the adjustments and/or disclosures related to any new GASB standards, as applicable, based on information provided by the DDA. New GASB pronouncements required to be reviewed by management for applicability in the current year include:
 - GASB 87: *Leases*
 - GASB 89: *Accounting for Interest Cost incurred before the end of a Construction Period*
 - GASB 92: *Omnibus 2020*
 - GASB 97: *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statements No. 14 and No. 84, and a Supersession of GASB Statement No. 32*

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will

perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the primary government financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the primary government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of

expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of the audit.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Anderson, Tackman & Company, PLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Anderson, Tackman & Company, PLC is not involved, you agree to clearly indicate in the exempt offering document that Anderson, Tackman & Company, PLC is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and

content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for

whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson, Tackman & Company, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Michigan Department of Treasury or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Tackman & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Michigan Department of Treasury. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael A. Grentz, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit approximately January 2023.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) as outlined in the Attachment to this letter. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In

accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the City Commission, which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. We will make reference to Makela, Toutant, Hill, Nardi, & Katona, P.C.'s audit of the Marquette Board of Light and Power, a discretely presented component unit, in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Peer Review under Government Auditing Standards

Government Auditing Standards require that, if requested, we provide you with a copy of our most recent external peer review report and any subsequent review reports received during the period of the contract. Our most recent external peer review report and any subsequent reports can be available via the AICPA's Peer Review Web Program website. In order to access our most recent external peer review report please enter our Firm Number (900010001417) in the appropriate input field of the Public File Search. The direct web address address to perform a Firm Search is:

https://peerreview.aicpa.org/public_file_search.html

Agreement Performance

All disputes under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

In the performance of this agreement, we will not discriminate against any employee whom we employ in the work covered by this agreement because of race, color, religion, sex or national origin.

Closing

We appreciate the opportunity to be of service to the City of Marquette, Michigan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

ANDERSON, TACKMAN & COMPANY, PLC
Certified Public Accountants

Michael A. Grentz, CPA

Michael A. Grentz, CPA
Partner

ATTACHMENT:

The audit fee structure for the year ended September 30, 2022 will be as follows:

City Audit	\$27,250	
Component Units:		
Peter White Public Library	5,250	#
Downtown Development Authority	4,200	#
Brownfield Redevelopment Authority	4,200	
Marquette Area Wastewater Treatment Facility	4,200	
Fire-Police Retirement System	4,200	
Single Audit, if applicable – one major program	4,200	# *
Total	<u>\$53,500</u>	& %

- # - The audit fee includes preparing the draft financial statements, including footnotes for the Peter White Public Library, the Marquette Downtown Development Authority, and the Single Audit, if applicable. Any other services beyond this will be billed at actual time and expense incurred.
- * - Single Audit cost includes testing of one major program as determined by the requirements of the Uniform Guidance. If additional programs are required to be tested an additional fee will be assessed based on the compliance requirements and complexity of the additional major program(s) selected for testing.
- % - If any new standards are implemented during the current year an additional fee will be determined based on the complexity of implementation and, if possible, the estimated fee will be communicated to you prior to the start of the audit.
- & - This fee based on the activity included in the audited financial statements as of and for the year ended September 30, 2020. If the scope of our engagement is expanded (e.g. additional work related to new funds or the issuance of new debt and/or refunding debt), any significant additional time to perform our services will be billed at time and materials.
- TBD - The fee for this service will be billed at time and materials.
- N/A - Initial assessment is that this standard is not applicable to the City, if it is later determined that this GASB

New requirements scheduled to be implemented during the September 30, 2022 audit and the estimated fees related to their implementation are as follows:

GASB 87, <i>Leases</i>	TBD
GASB 89, <i>Accounting for Interest Cost incurred before the end of a Construction Period</i>	-
GASB 92, <i>Omnibus 2020</i>	N/A

*GASB 97, Certain Component Unit Criteria, and
Accounting and Financial Reporting for Internal Revenue
Code Section 457 Deferred Compensation Plans – An
Amendment of GASB Statements No. 14 and No. 84, and
a Supersession of GASB Statement No. 32*

N/A

It is our understanding that City's staff will prepare the Annual Comprehensive Financial Report (ACFR) in its entirety. This includes all transmittal reports, full financial statements including the GASB 34 conversions, implementation of any new standards, footnotes, Required Supplemental Information, and the statistical sections for all units included in the ACFR. If assistance is required in the completion of the ACFR our fee would be billed at the actual time incurred. Currently our standard hourly rates range from \$70-\$240 per hour.

Additionally, it is our understanding that City's staff will prepare the financial statements and related notes for: 1) the Marquette Brownfield Redevelopment Authority, 2) the Marquette Area Wastewater Treatment Facility, and 3) the Fire-Police Retirement System. This includes all transmittal reports, full financial statements including the GASB 34 conversion, implementation of any new standards, footnotes, and Required Supplemental Information. If assistance is required in the completion of these reports our fee would be billed at actual time incurred. Currently our standard hourly rates range from \$70-\$240 per hour.

The above fees also include all out-of-pocket expenses and *up to* 15 copies of the Annual Comprehensive Financial Report, the Marquette Brownfield Redevelopment Authority financial statements, Marquette Area Wastewater Treatment Facility financial statements, the Fire-Police Retirement System financial statements, and Peter White Public Library. It also includes a verbal presentation to the City Commission of the City's Annual Comprehensive Financial Report.

RESPONSE:

This letter correctly sets forth the understanding of the City of Marquette, Michigan.

Management
Signature: _____
Title: <u>Chief Financial Officer</u>

Governance
Signature: _____
Title: <u>Mayor</u>



January 4, 2023

City of Marquette
Marquette City Commission and Mayor Mayer
300 W. Baraga Ave.
Marquette, MI 49855

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Marquette, Michigan (the City) for the year ended September 30, 2022. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated January 4, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis and Section 2 – Required Supplementary Information (as listed in the Table of Contents of the City's Annual Comprehensive Financial Report), which

supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the individual major fund financial statements, combining and individual non-major fund financial statements, capital asset schedules, and long-term debt schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the Introductory Section and Statistical Section of the City's Annual Comprehensive Financial Report, which accompany the financial statements but is not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of Audit, and Other

Audit Planning Process

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Significant Risks

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Overall financial statement risk related to turnover of personnel.
- Defined benefit pension plan financial statement amounts and disclosures.

- Other Post-employment Benefit plan financial statement amounts and disclosures.
- Implementation of new GASB Standards including, but not limited to, GASB Statement No. 87, *Leases*.
- Recording and reporting of debt transactions, including, but not limited to, issuance of new debt and refundings of existing debt. Additionally, the GASB-required disclosures and accounting for debt-related transactions such as amortization of premiums and/or discounts, and gains and/or losses on refundings.
- Recording and reporting of federal expenditures; including the proper classification of expenditures of COVID-related funding.
- Recording and reporting of federal expenditures on the schedule of expenditures of federal awards.

Addressing Risk in the Audit

We will use the knowledge and understanding about your entity gathered in the audit planning process, together with other factors, to first assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design and effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by the company's internal control).

We will then determine the nature, timing, and extent of tests of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of your organization's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Areas with Higher Assessed Risks of Material Misstatements

Risk of material misstatement is the risk that the financial statements have been misstated by a material amount. As part of our audit planning process, we assess the risk of material misstatement on the various audit areas. The risk of material misstatement can be expressed as an equation where:

$$\text{Risk of Material Misstatement (RMM)} = \text{Inherent Risk (I/R)} \times \text{Control Risk (C/R)}$$

Inherent risk in an audit refers to the susceptibility of a misstatement that is due to reasons other than the failure of internal controls. Factors of inherent risk can include things like the complexity of accounting for transactions, the volume of transactions recorded, the extent of judgment involved in accounting for a transaction or audit area, the complexity of calculations, and presence of misstatements or noncompliance in prior audit. The auditor cannot perform procedures to reduce inherent risk.

Conversely, control risk in an audit is the susceptibility of a misstatement due to the failure of an entity's internal controls. The failure in internal control is the result of the design or operation of a control that does not allow management or employees to prevent and/or detect and correct a misstatement in the normal course of performing their assigned functions. The auditor can perform procedures to reduce control risk.

As part of planning the audit we determine if the risk of material misstatement can be appropriately reduced by performing procedures designed to test the operating effectiveness of the entity's internal control structure. If deemed appropriate we will perform tests of controls on areas of the audit that we deem significant such as receipts, disbursements, payroll, utility billing, grant expenditures, and financial statement close. Typically, such testing, if deemed necessary, is done as part of our preliminary fieldwork to allow us sufficient time to adjust our audit plan should the results of such testing identify deficiencies.

Nature and Extent of Specialized Skills Needed for the Audit

Our planning process includes the assessment of whether the audit will require any specialized skills in order to obtain reasonable assurance for forming our opinions. This is done through assessing the required skills needed and assigning appropriate staff to meet those needs. A specialist may be needed to provide appropriate documentation for certain financial statement items and disclosures. We have not deemed it necessary to hire a specialist to assist with the

audit; however, we may rely on information provided by management's specialist(s) such as an actuary for providing the required information for inclusion in the footnotes related to the entity's pension and other post-employment benefit pension plans, if applicable. If management has hired such a specialist we will require management to make certain representations to us regarding the use of a specialist.

Key Audit Matters (KAMs)

In accordance with AU-C Section 701 key audit matters (KAMs) are defined as "those matters that, in the auditor's professional judgment, were of most significance in the audit of the financial statements for the current period." If engaged to report on KAMs we will take into account various factors for determining what items are considered KAMs, including consideration of areas with higher assessed risk of material misstatement, areas of the financial statements that may rely on significant judgment by management, areas of the financial statements that require significant disclosures, and/or significant events that may have occurred during the current year.

We have not been engaged to report on key audit matters.

Significant Changes in Financial Condition, Environment, or Activities

Throughout the course of the audit, we review known facts about the entity as part of our process for determining the accounting procedures that are appropriate for the circumstances. Significant changes in the financial condition, environment, or activities of the entity may result in a higher assessed risk of material misstatement. As we are made aware of these changes we adapt our audit procedures to address any added risk. As part of our final audit procedures, we review our initial risk assessments, preliminary materiality amounts, and other analytical procedures to determine if additional procedures are deemed necessary in order for us to provide an opinion on the financial statements.

Worked Performed by Other Auditors

Our report will include a reference to other auditors who audited the financial statements of the Marquette Board of Light and Power, a discretely presented component unit of the City. As part of our audit, we will request certain representations from the component auditor in order to (1) obtain an understanding of the component auditor's competence and the component auditor's understanding and compliance with independence and other ethical requirements that are relevant to the group audit, (2) confirm that the component auditor, understands the context in which their work will be used and agrees to cooperate with Anderson, Tackman & Company, PLC (herein referred to as the group auditor), and (3) ensure that the preconditions for making reference to the work of the component auditor in the auditor's report on the group financial statements has been met. Additionally, our request for certain representations will also be used to confirm if the component audit was performed in accordance with *Government Auditing Standards*.

Anderson, Tackman & Company, PLC deems that the work of the component auditor can be relied upon. Therefore, our opinion on the group financial statements, insofar as it relates to the amounts included in the component unit activities, will be based solely on the report of the other auditors. Additionally, in accordance with *Government Auditing Standards*, we will issue a report on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and

other matters. However, our report will not include the results of the other auditor's testing of internal control over financial reporting or compliance and other matters.

Two-way Communication

Effective two-way communication between Anderson, Tackman & Company, PLC and members of the City Commission is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the City and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We may discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of management.

We will timely communicate to you any fraud involving management and other fraud that causes a material misstatement of the financial statements, illegal acts that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Anderson, Tackman & Company, PLC is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Anderson, Tackman & Company, PLC and require audit clients to accept certain responsibilities in connections with the provision of permitted non-attest services.

Timing of the Audit

We have worked with management to determine a mutually agreeable timetable for the various phases of our audit. Key dates are as follows:

Preliminary fieldwork: January 2023
Year-end fieldwork: January – March 2023
Final: March 31, 2023

Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit. Please utilize this timetable to relate any matters relevant to the audit.

Consideration of Fraud in a Financial Statement Audit

Auditing Standards Board's AU Section 316, *Consideration of Fraud in a Financial Statement Audit*, defines fraud as "an intentional act that results in a material misstatement in the financial statements that are the subject of an audit." Two types of misstatements are considered relevant to the audit:

- 1) *Misstatements arising from fraudulent financial reporting* are intentional misstatements or omissions of amounts or disclosures in financial statements designed to deceive financial statement users where the effect causes the financial statements not to be presented, in all material respects in conformity with generally accepted accounting principles (GAAP).
- 2) *Misstatements arising from misappropriation of assets* (sometimes referred to as theft or defalcation) involve the theft of an entity's assets where the effect of the theft causes the financial statements, in all material respects in conformity with GAAP.

It is important that you understand the three conditions that are generally present when fraud occurs: (1) incentive/pressure, (2) opportunity, and (3) rationalization. Management is responsible to design and implement controls to prevent, deter, and detect fraud. Management and the governing board are also responsible for helping set a tone-at-the-top that promotes honesty and high ethical standards. When management and the governing board fulfill their responsibilities the opportunity to commit fraud is significantly reduced. However, management has a unique ability to perpetrate fraud due to management's knowledge of the internal control structure and the ability to circumvent those controls. For that reason, it is essential that the Board of Directors be cognizant of the potential for fraud.

As part of our audit procedures AU Section 316 requires us to evaluate the risk of material misstatement due to fraud and to make certain inquiries about fraud:

- Your knowledge of any actual fraud or suspicions of fraud affecting the entity.
- Whether you are aware of any allegation of fraud or suspected fraud affecting the entity.
- Your understanding of the risks of fraud in the entity, including any areas in which you feel are at greater risk or transactions that questionable in nature.
- Your understanding on the programs and controls that have been implemented by management and the governing board to mitigate specific fraud risks the entity has identified, or that otherwise help or prevent, deter and detect fraud, and how management and the governing board monitors those programs and controls.
- How you communicate to each other, management, and employees the importance of ethical behavior and business practices.

- How you monitor multiple locations or business segments and whether any of them possess a higher degree of fraud risk, if applicable.
- Your overall knowledge of your organization's compliance with the applicable laws and regulations.

AU Section 316 requires us to maintain appropriate documentation regarding our inquiries related to these matters. This can be done through either a personal meeting (via in-person, phone, Zoom or equivalent) or through written communication.

Closing

Generally speaking, the intent of this letter is to assist you in understanding your role in governance for preventing, deterring, and detecting fraud within the entity. We ask that you provide a copy of this letter to others on the governing body and that you confirm to us your understanding of the information provided in this by signing and returning a copy to us. In your response we ask that you disclose to us your knowledge of any fraud or suspected fraud within the entity so that we can tailor our audit to be responsive to those concerns, if any.

We appreciate the opportunity to service the City of Marquette, Michigan. If, at any point of the audit, you or any member of the governing body desire to communicate with us personally, please feel free to call our office at (906) 225-1166 and we would be happy to respond to any questions or comments you have or to coordinate a mutually acceptable time to meet in person or via a video conferencing application.

We expect to begin our year-end audit fieldwork on approximately January 9, 2023, and issue our report on approximately March 31, 2023. Michael A. Greutz, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the City Commission, management, and others within the City and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

ANDERSON, TACKMAN & COMPANY, PLC
Certified Public Accountants

Kathryn Pelton

Kathryn Pelton
Senior Accountant

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote
CDBG Certifying Officer Authorization - Roll Call Vote

BACKGROUND:

The City Commission approved the Community Development Block Grant application for \$8 million towards the demolition of the former Marquette General Hospital during a public hearing at the January 9, 2023, City Commission meeting. An additional resolution is required to designate the City Manager as the person authorized to certify the application, sign the Grant Agreement and payment requests, and execute any additional documents required to carry out and complete the grant.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the resolution, and authorize the Mayor to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Resolution

**COMMUNITY DEVELOPMENT BLOCK GRANT
AUTHORIZING RESOLUTION**

WHEREAS, the Michigan Strategic Fund has invited Units of General Local Government to apply for its Community Development Block Grant Program to support Former Marquette General Hospital Redevelopment; and

WHEREAS, the City of Marquette desires to request \$8 million in CDBG funds to demolish designated blighted buildings at the former Marquette General Hospital; and

WHEREAS, the City of Marquette, MI will not be committing local funds for this project; and

WHEREAS, the State of Michigan is investing funds in the amount of \$8 million; and

WHEREAS, the proposed project is consistent with the City of Marquette Community Master Plan as described in the Application; and

WHEREAS, the proposed project will benefit all residents of the project area and meets the requirements for area-wide blight remediation; and

WHEREAS, local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to obligate/incur costs from the Michigan Economic Development Corporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Marquette, MI hereby designates the City Manager as the Certifying Officer, the person authorized to certify the Michigan CDBG Application, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

Dated this 30th day of January, 2023.

Cody O. Mayer

Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote **CDBG Consultant Contract Amendment**

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 City has received a letter of intent from the MEDC for these funds and is in the process of completing the extensive application.

A component of the CDBG application is an Environmental Assessment which, in addition to other deliverables listed in the contract, includes a demonstration of compliance in the following eleven categories: historic properties, floodplain management and wetland protection, site contamination, coastal zone management, sole source aquifers, endangered species, wild and scenic rivers, air quality, farmlands protection, HUD environmental standards, and environmental justice.

The City approved a contract with Mac McClelland/Mac Consulting Service, LLC, as a qualified consultant for the Environmental Review at the regular meeting held on September 26, 2022. The Environmental Review has been completed with a finding of no significant impact however the quoted amount was exceeded due to the necessary employment of a subcontractor for the Section 106 historical review. A contract amendment is needed to account for the overage. The total cost for the environmental review is \$14,265, an increase of \$2,945 over the original approved amount of \$11,320.

FISCAL EFFECT:

The cost of the services will be reimbursable under the Community Development Block Grant.

RECOMMENDATION:

Approve the amended contract with Mac Consulting Service, LLC, in the amount of \$14,265, and authorize the Mayor and City Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ☐ Original Contract
- ☐ Invoice

▢ Contract Amendment



Mac McClelland
Mac Consulting Service LLC
8334 Outer Drive South
Traverse City, Michigan 49685
mactc@charter.net
231.633.6303

July 20, 2022

Karen Kovacs, City Manager
City of Marquette
kkovacs@marquettemi.gov

Sean Hobbins, Asst City Manager
City of Marquette
shobbins@marquettemi.gov

Suzanne Larsen, City Attorney
City of Marquette
slarsen@marquettemi.gov

**SUBJECT: PROPOSAL – CDBG ENVIRONMENTAL REVIEW
FORMER HOSPITAL REDEVELOPMENT**

Dear Karen, Sean, and Suzanne:

Mac Consulting Service LLC is pleased to present this proposal for conducting the Environmental Review for the Community Development Block Grant (CDBG) for Blight Elimination on behalf of the City of Marquette for the redevelopment of the former hospital. Mac Consulting Service LLC will prepare and facilitate approval of the CDBG Environmental Review under 24 CFR PART 58, consistent with the procedures and requirements of the Michigan Economic Development Corporation (MEDC).

BACKGROUND

The City of Marquette has been working with the Northern Michigan University Foundation and the MEDC to secure \$8 million in CDBG Blight Elimination funding to support the redevelopment of the former Marquette General Hospital. MEDC has set aside the funding allocation, pending the Environmental Review and other project documentation.

PROPOSED SCOPE OF WORK

The scope of work includes conducting and facilitating approval of the Environmental Review for the CDBG Blight Elimination Grant. The scope does not include the overall administration and facilitation for the CDBG grant, which is presumed to be conducted either by the City or a Certified Grant Administrator.

The Environmental Review process for CDBG funding includes three primary components: Preliminary Review; Environmental Assessment; and Notices and Findings

TASK 1: START UP

The Environmental Review Startup Process include completion of three required forms:

FORM 5-A: ASSUMPTION AUTHORITY

Describes the Responsible Entity (the City of Marquette), commitment to maintain the Environmental Review Record; Limitations on Activities Pending Clearance (see FORM 5-C), and the Certifying Officer Designation (the Chief Elected Official).

FORM 5-B: LEVEL OF ENVIRONMENTAL REVIEW DETERMINATION

A Project Description is prepared to detail all project activities, outline the scope of work, estimate costs, identify existing conditions, and include photographs, maps, drawings, renderings and maps. Based on the Project Description, a determination is made for the Level of Environmental Review.

FORM 5-C: EXEMPT ACTIVITIES DOCUMENTATION AND CERTIFICATION

There are some categories that are exempt, including Environmental Review, Administrative and Management Activities, Inspections, and Engineering and Design. These costs will be outlined in ER-FORM 5-C EXEMPT CERTIFICATION and submitted to MEDC for expenses that may be incurred prior to the completion of the Environmental Review process and reimbursed through CDBG funding.

The Startup Packet is submitted to MEDC for a determination of compliance and to issue a Notice to Proceed with the Environmental Review process.

Estimated Cost: \$1,200

TASK 2: ENVIRONMENTAL REVIEW

The Environmental Review process is a relatively extensive process to gather information on and evaluate impact of potential environment considerations for the proposed project.

The following are the categories of federal laws and authorities requiring documentation and demonstration of compliance:

1. Historic properties: Requires sign from SHPO and consultation with federally-recognized Indian tribes.
2. Floodplain management and wetland protection: If a project is located in a floodplain or in a wetland, an 8-step decision making process must be completed.
3. Site Contamination: Previous Environmental Site Assessments
4. Coastal zone management.
5. Sole source aquifers.
6. Endangered species: There is significant documentation required for the Long-Eared Bat
7. Wild and scenic rivers.
8. Air quality.
9. Farmlands protection.
10. HUD environmental standards: HUD environmental standards include noise abatement and control; explosive and flammable operations; hazardous, toxic, or radioactive materials and substances; and airport clear zones and accident potential zones.
11. Environmental justice.

The Environmental Assessment (EA) (Form 5-H) also includes the following:

1. An environmental finding determination, either a Finding of No Significant Impact (FONSI) or a Finding of Significant Impact.
2. Statement of purpose and need for the proposal.
3. Description of the proposal.
4. Existing conditions and trends.
5. An environmental assessment checklist that evaluates the significance of the effects of the proposal on the character, features, and resources of the project area. This checklist includes the other requirements listed in §58.6.
6. A summary of findings and conclusions that describes alternatives to the proposed action including the no action alternative, mitigation measures recommended, additional studies performed, and a list of persons or agencies consulted

Estimated Cost: \$8,800

TASK 3: NOTICES AND FINDINGS

Based on the results of the Environmental Review, a Combined Notice of Finding of No Significant Impact and Notice of Intent/Request for Release of Funds is prepared and published in the Mining Journal and prominently displayed at City Hall, U.S. Post Office and the Peter White Library, as well as in the project area. Notices are also sent to the USEPA, EGLE and MEDC, as well as any agencies, individuals and groups known to be interested in the project.

There is an 18 day local public comment period and a 15 day State comment period once the Combined Notice is published.

Estimated Cost: \$1,320

The scope of work includes one trip to Marquette for site reconnaissance required under the Environmental Review but does not include other travel for City Commission and other meetings. Additional meetings would be billed on a time and materials basis, with an estimate cost per trip at approximately \$2,000.

SCHEDULE

Mac Consulting Service LLC will begin work as soon as authorized. The Environmental Review process typically takes about four months. We will work with you to meet any reasonable timeline to initiate and complete the project.

TERMS

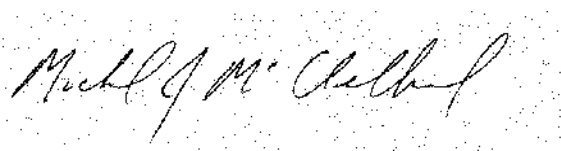
The work will be completed and invoiced as described herein in accordance with the attached project Terms and Conditions. Additional work beyond the scope provided in this proposal will only be executed upon your authorization.

Following your review and acceptance of our proposal, please sign and return the attached project authorization form authorizing Mac Consulting Service LLC to work on this project.

We thank you for the opportunity to provide our proposal for your review and consideration. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

MAC CONSULTING SERVICE, LLC.

A handwritten signature in black ink, appearing to read "Mac McClelland", is written over a faint, dotted rectangular background.

Mac McClelland
Manager

AUTHORIZATION TO PROCEED

Karen Kovacs, City Manager Sean Hobbins, Asst City Manager Suzanne Larsen, City Attorney
City of Marquette City of Marquette City of Marquette
kkovacs@marquettetmi.gov shobbins@marquettetmi.gov slarsen@marquettetmi.gov

Your signature, or an authorized representative's signature, on this form will provide authorization for Mac Consulting Services, LLC to proceed in accordance with our attached standard Contract Terms and Conditions and constitute acknowledgement of the scope of services described in the proposal dated July 20, 2022.

PROJECT DESCRIPTION / COST

Environmental Review, CDBG Blight Elimination, Former Hospital Redevelopment. Cost will be billed on a time and materials basis, with the following estimated costs.

Task	Estimated Cost
Environmental Review – CDBG Blight Elimination	
Task 1: STARTUP	\$1,200
Task 2: ENVIRONMENTAL REVIEW	\$8,800
Task 3: NOTICES AND FINDINGS	\$1,320
TOTAL	\$11,320

Please sign below and return a copy of this document via email to mactc@charter.net.

Name: _____

Signature: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Email: _____

Date: _____

Estimated Time and Cost - Environmental Review: CDBG Blight Elimination
Former Hospital Redevelopment
Mac Consulting Service, LLC

	Estimated Hours	Estimated Cost	Travel	Hotel	Estimated Cost	Estimated Task Total Cost
		\$120				
TASK 1: START UP						\$1,200
Form 5-A Assumption Authority	1.0	\$120			\$120	
Form 5-B Level of Env Review	1.0	\$120			\$120	
Project Information	6.0	\$720			\$720	
Form 5-C Exempt Certification	1.0	\$120			\$120	
Submittal to MEDC	1.0	\$120			\$120	
TASK 2: ENVIRONMENTAL REVIEW						
Compliance						\$8,800
Field Visit	15.0	\$1,800	\$388	\$132	\$2,320	
Historic Properties	10.0	\$1,200			\$1,200	
Floodplan	2.0	\$240			\$240	
Wetlands	1.0	\$120			\$120	
Coastal Zone Management	0.5	\$60			\$60	
Water Quality	0.5	\$60			\$60	
Endangered Species	10.0	\$1,200			\$1,200	
Wild and Scenic Rivers	0.5	\$60			\$60	
Air Quality	1.5	\$180			\$180	
Farmlands Protection	0.5	\$60			\$60	
Thermal/Explosive	0.5	\$60			\$60	
Noise Control	5.0	\$600			\$600	
Airport Clear Zones	0.5	\$60			\$60	
Environmental Justice	0.5	\$60			\$60	
Contaminated Sites	2.0	\$240			\$240	
Flood Insurance	0.5	\$60			\$60	
Coastal Barriers	0.5	\$60			\$60	
Airport Clear Zone Notification	0.5	\$60			\$60	
Water Quality	0.5	\$60			\$60	
Solid Waste Disposal	0.5	\$60			\$60	
Fish and Wildlife	0.5	\$60			\$60	
Stormwater	1.0	\$120			\$120	
State Statues	3.0	\$360			\$360	
Environmental Assessment Factors						
Land Development	3.0	\$360			\$360	
Socioeconomic	1.0	\$120			\$120	
Community Facilities and Services	2.0	\$240			\$240	
Natural Features	1.0	\$120			\$120	
Cumulative Impact Analysis	5.0	\$600			\$600	
TASK 3 NOTICES AND FINDINGS						\$1,320
Preparation	3.0	\$360			\$360	
Publication	3.0	\$360			\$360	
Management	5.0	\$600			\$600	
Subtotal	90.00	\$10,800	\$388	\$132		\$11,320

STANDARD TERMS AND CONDITIONS
EFFECTIVE JANUARY 2022

I. Fees for Consulting Services

Hourly rates for: Principal \$120.00

II. Equipment Charges

Mileage IRS Rate, currently \$0.625

III. Services of Others

On occasion, subcontractors and subconsultants will be used with CLIENT approval. The cost of such services plus a fifteen percent contract administration fee will be included in the CONSULTANT invoice.

IV. Invoices

Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1.5 percent per month.

V. On-Site Services During Project Activities

Should the CONSULTANT services be provided on the job site during project activities, clean-up or other site tasks, it is understood that, in accordance with generally accepted engineering practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by the CONSULTANT'S personnel is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the site.

It is further understood that field services provided by the CONSULTANT will not relieve the contractor of their responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

VI. Ownership of Documents

All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which the CONSULTANT prepares, as instruments of service, shall remain the CONSULTANT's property. The CLIENT agrees that all reports and other work furnished to the CLIENT or the CLIENT agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

Any documents or reports prepared by the CONSULTANT are intended for the CLIENT use and benefit and any lenders or public entities, including but not limited to the Michigan Economic Development Corporation and the U.S. Department of Housing and Urban Development that might rely on the report and findings whose interests are secured by the property. They are not intended for use by any other third party.

Reports and other materials resulting from the CONSULTANT'S efforts on each project or site are not intended or represented to be suitable for reuse by the CLIENT or others on extensions or modifications of each project or for any other projects or sites. Reuse of reports or other materials by the CLIENT or others on extensions or modifications, of each project or on other sites, without the CONSULTANT'S written permission or adaptation for the specific purpose intended shall be at the user's sole risk, without liability on the CONSULTANT'S part.

VII. Confidentiality

The CONSULTANT will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. The CONSULTANT will not disclose such information without CLIENT consent, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct regarding immediate and emergency public safety and health concerns; (3) compliance with any court order or governmental directive; and/or (4) protection of the CONSULTANT against claims or liabilities arising from the performance of services under this Agreement. The CONSULTANT'S obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

VIII. Insurance

The CONSULTANT is protected against risks of liability exposure by Comprehensive General Liability Insurance (bodily injury and property damage), Automobile Liability and Professional Liability Insurance. The CONSULTANT will furnish information and certificates at the CLIENT's request. The Consultant will not be responsible for any loss, damage or liability arising from CLIENT negligent acts, errors and omissions, and those by CLIENT staff, consultants, contractors and agents or from those of any person for whose conduct the CONSULTANT is not legally responsible.

IX. Standard of Care

In performing professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. The CONSULTANT makes no express or implied warranty beyond this commitment to conform to this standard.

X. Limitation of Liability

As part of this contractual Agreement, both parties agree, acknowledge, and so contract between themselves that in the event the owner or signatory to this contract suffers any monetary damage resulting from the negligence of Mac Consulting Service LLC., it is specifically agreed that the liability shall be limited to the extent of coverage of Mac Consulting Service LLC professional liability insurance policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2022

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 have **ADDITIONAL INSURED** provisions or 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 Larkin Group of Traverse City 13900 S West Bay Shore Drive Traverse City MI 49684	CONTACT NAME: Carlson Nancy PHONE (A/C, No, Ext): (231) 947-8800 E-MAIL ADDRESS: ncarlson@larkingrp.com FAX (A/C, No): (231) 346-6111
INSURED MAC Consulting Services, LLC 8334 Outer Drive South Traverse City MI 49684	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company / ERMI INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22/23**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 ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ENV56200816100	01/15/2022	01/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Aggregate Limit \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐	☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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)

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE FOR INSUREDS USE

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

Mac Consulting Services LLC

8334 Outer Drive South
Traverse City, Michigan 49685
231.633.6303
mactc@charter.net

Invoice Date: 01/15/23
Invoice Number: 1129
Project Number: 09-086M1
Page Number: 1

CLIENT: Sean Hobbins, Assistant City Manager
City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855

PROJECT: MGH CDBG Environmental Assessment
(See Attached Detail)

Billing Period:	September 1 - December 31, 2022	Hours	Cost	Total
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Engineering Services:

Project Manager	94.50	\$120.00	\$11,340.00
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Total Consulting Services			\$11,340.00
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Subcontracted Services

Davie MultiMedia	Photography	\$405.00
Commonwealth Heritage Group, Inc	Section 106 SHPO	\$2,520.00

Total Due:			\$14,265.00
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Billing Detail
Marquette Brownfield Redevelopment Authority
MGH Redevelopment - CDBG Environmental Review
Mac Consulting Service LLC

DATE	HOURS	JOB #	CLIENT/ PROJECT	WORK DESCRIPTION	BEGIN TIME	END TIME	\$120.00 COST
9/20/2022	4.0	09-086m	Marquette MGH	CDBG Env't Review	12:15	16:15	\$480.00
9/23/2022	0.2	09-086m	Marquette MGH	email to Greg on EA	8:30	8:45	\$30.00
9/23/2022	1.3	09-086M	Marquette MGH	ER Forms	12:45	14:00	\$150.00
9/23/2022	1.5	09-086M	Marquette MGH	meeting with Greg and Bill and follow up	15:30	17:00	\$180.00
9/26/2022	0.2	09-086m	Marquette MGH	call and note to Greg	9:15	9:30	\$30.00
9/26/2022	0.2	09-086m	Marquette MGH	subconsultants	12:30	12:45	\$30.00
9/26/2022	0.3	09-086m	Marquette MGH	subconsultants	13:00	13:15	\$30.00
9/26/2022	0.8	09-086m	Marquette MGH	research	14:00	14:45	\$90.00
9/27/2022	0.2	09-086m	Marquette MGH	FORMS	12:00	12:15	\$30.00
9/27/2022	0.2	09-086m	Marquette MGH	discussion with Sean	16:30	16:45	\$30.00
10/3/2022	0.75	09-086M1	Marquette MGH	MEDC meeting and follow up	10:15	11:00	\$90.00
10/3/2022	0.50	09-086M1	Marquette MGH	Schedule	11:30	12:00	\$60.00
10/3/2022	0.75	09-086M1	Marquette MGH	schedule EA	12:30	13:15	\$90.00
10/3/2022	3.50	09-086M1	Marquette MGH	schedule; discussion with Jen, Michele, David, Brad	14:30	18:00	\$420.00
10/3/2022	3.00	09-086M1	Marquette MGH	schedule; summary and questions	20:00	23:00	\$360.00
10/5/2022	1.75	09-086M1	Marquette MGH	ER	10:00	11:45	\$210.00
10/6/2022	0.25	09-086M1	Marquette MGH	response to Michele	16:00	16:15	\$30.00
10/7/2022	5.00	09-086M1	Marquette MGH	ER Forms, Procurement Summary	7:00	12:00	\$600.00
10/7/2022	1.00	09-086M1	Marquette MGH	information to Andy Weir	18:00	19:00	\$120.00
10/9/2022	0.50	09-086M1	Marquette MGH	Section 106	15:30	16:00	\$60.00
10/9/2022	1.25	09-086M1	Marquette MGH	timeline and summary	20:00	21:15	\$150.00
10/10/2022	0.50	09-086M1	Marquette MGH	conference call	10:00	10:30	\$60.00
10/12/2022	0.25	09-086M1	Marquette MGH	response to Katie	21:30	21:45	\$30.00
10/13/2022	1.50	09-086M1	Marquette MGH	procurement meeting and follow up	8:30	10:00	\$180.00
10/13/2022	0.25	09-086M1	Marquette MGH	responses to Suzanne	11:30	11:45	\$30.00
10/13/2022	1.50	09-086M1	Marquette MGH	follow up with Bill; response to Sean on Agreement	12:00	13:30	\$180.00
10/14/2022	2.00	09-086M1	Marquette MGH	Section 106	11:00	13:00	\$240.00
10/14/2022	1.50	09-086M1	Marquette MGH	Section 106 arrangements	21:30	23:00	\$180.00
10/17/2022	1.50	09-086M1	Marquette MGH	Team meeting and followup	10:00	11:30	\$180.00
10/19/2022	0.50	09-086M1	Marquette MGH	Section 106 discussion	15:00	15:30	\$60.00
10/24/2022	0.75	09-086M1	Marquette MGH	conference call	9:45	10:30	\$90.00
10/26/2022	0.25	09-086M1	Marquette MGH	discussion with Dave on USTs	17:00	17:15	\$30.00
10/31/2022	0.50	09-086M1	Marquette MGH	SHPO	19:30	20:00	\$60.00
11/2/2022	1.25	09-086M1	Marquette MGH ER	EA	1:00	2:15	\$150.00
11/8/2022	3.00	09-086M1	Marquette MGH	comments on RFP	18:45	21:45	\$360.00
11/8/2022	1.25	09-086M1	Marquette MGH	ER	21:45	23:00	\$150.00
11/14/2022	1.00	09-086M1	Marquette MGH	followup; conference call	8:30	9:30	\$120.00
11/21/2022	0.50	09-086M1	Marquette MGH	project meeting	10:00	10:30	\$60.00
11/21/2022	0.50	09-086M1	Marquette MGH	project meeting	10:00	10:30	\$60.00
11/22/2022	3.00	09-086M1	Marquette MGH	ER	10:00	13:00	\$360.00
11/22/2022	0.25	09-086M1	Marquette MGH	Act 381 Work Plan	15:00	15:15	\$30.00
11/22/2022	4.00	09-086M1	Marquette MGH	ER	14:00	18:00	\$480.00
11/22/2022	4.25	09-086M1	Marquette MGH	ER	19:15	23:30	\$510.00
11/27/2022	5.00	09-086M1	Marquette MGH ER	ER appendices	13:00	18:00	\$600.00
11/27/2022	1.50	09-086M1	Marquette MGH ER	ER appendices; schedules	19:30	21:00	\$180.00
11/28/2022	2.00	09-086M1	Marquette MGH ER	meeting prep; Team meeting and followup	9:30	11:30	\$240.00
11/30/2022	4.25	09-086M1	Marquette MGH	ER	11:45	16:00	\$510.00
12/1/2022	1.00	09-086M1	Marquette MGH	ER	14:00	15:00	\$120.00
12/1/2022	1.75	09-086M1	Marquette MGH	ER	16:15	18:00	\$210.00
12/1/2022	5.00	09-086M1	Marquette MGH	ER	18:30	23:30	\$600.00
12/5/2022	1.25	09-086M1	Marquette MGH ER	Team meeting; Section 106 review	9:45	11:00	\$150.00
12/6/2022	0.25	09-086M1	Marquette MGH EA	note to Bill and Greg	12:00	12:15	\$30.00
12/8/2022	0.75	09-086M1	Marquette MGH	ER - tribal consultation	14:00	14:45	\$90.00
12/8/2022	0.3	09-086M1	Marquette MGH	call from Bill on questions and schedule	16:00	16:15	\$30.00
12/8/2022	2.00	09-086M1	Marquette MGH	ER - revise docs and update Section 106	22:00	0:00	\$240.00
12/9/2022	1.00	09-086M1	Marquette MGH	ER - revise docs and update Section 106	0:00	1:00	\$120.00
12/9/2022	0.25	09-086M1	Marquette MGH	call with Bill	11:15	11:30	\$30.00
12/9/2022	3.25	09-086M1	Marquette MGH	response to Katie; FONSI notice; 106 revision	12:30	15:45	\$390.00
12/12/2022	1.5	09-086M1	Marquette MGH	project team meeting; SHPO EA followup	9:30	11:00	\$180.00
12/12/2022	2.8	09-086M1	Marquette MGH	SHPO EA followup	11:45	14:30	\$330.00
12/12/2022	2.5	09-086M1	Marquette MGH	SHPO EA followup	15:00	17:30	\$300.00
12/19/2022	0.3	09-086M1	Marquette MGH EA	review and message to Sean	9:00	9:15	\$30.00
12/19/2022	0.8	09-086M1	Marquette MGH EA	Team meeting	9:45	10:30	\$90.00
							\$0.00
							\$0.00
	94.50					Subtotal	\$11,340.00
Subcontracting Expense							\$0.00
10/31/2022			Marquette MGH	Davie Multimedia - Site Photos			\$405.00
1/2/2023			Marquette MGH	Commonwealth Heritage Group, Inc.			\$2,520.00
						Subtotal	\$2,925.00
Expenses						Mileage	\$0.645
							\$0.00
							\$0.00
						Subtotal	\$0.00
							\$0.00
SEPTEMBER - DECEMBER					2022	TOTAL	\$14,265.00



Oct. 31, 2022

Times New Roman

This is an invoice for photography shot at various dates in October 2022.

Photography	7.5 hours @45/ hr	\$ 337.50
Editing and labeling	1.5 hour @ 45/hr	\$ 67.50

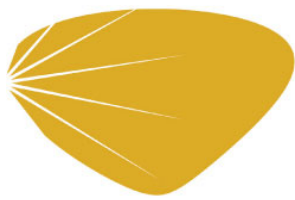
Total Due \$ 405.00

Thanks,

Bill

.

Davie MultiMedia 1307 Ryan, Apt 2 Marquette, MI 49855
906-226-4063, DavieMultiMedia.com, bill@daviemultimedia.com



COMMONWEALTH

H E R I T A G E G R O U P

3215 Central Street
Dexter, MI 48130
517-788-3550

Mac Consulting Service, LLC
8334 Outer Drive South
Traverse City, MI 49685
Mac McClelland

Invoice number 1207622
Date 01/03/2023

Project **J-1721 MARQUETTE GENERAL
HOSPITAL DEMOLITION S106**

Professional Services and/or Direct Costs through 12/31/2022

Desktop cultural resources review and Section 106 application assistance.

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
MARQUETTE GENERAL HOSPITAL DEMOLITIONS S106	2,520.00	100.00	2,520.00	0.00	2,520.00
Total	2,520.00	100.00	2,520.00	0.00	2,520.00

Invoice total **2,520.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1207622	01/03/2023	2,520.00	2,520.00				
	Total	2,520.00	2,520.00	0.00	0.00	0.00	0.00

Please remit payment within 30 days.

**AMENDMENT TO CDBG ENVIRONMENTAL REVIEW CONSULTING
CONTRACT**

THIS Amendment to the Contract for Environmental Review for the Community Development Block Grant (CDBG) for Blight Elimination on behalf of the City of Marquette for the demolition of the former hospital. is made and entered into by and between, **City of Marquette, Michigan** whose mailing address is 300 W. Baraga Ave., Marquette, Michigan (“City”) and **Mac Consulting Service, LLC**, whose registered address is 8334 Outer Drive South, Traverse City, Michigan 49685 (“Mac”), collectively referred to as “PARTIES”, as of the later of the dates set forth after the parties’ signatures below (hereinafter referred to as the “Effective Date”).

RECITALS:

WHEREAS, the PARTIES entered into an Agreement dated September 26, 2022 (“AGREEMENT”);

WHEREAS, the original amount approved for the consulting work was \$11,320 with a 10% contingency, and

WHEREAS, the cost of the CDBG Environmental Review has exceeded the approved amount for a total cost of \$14,265.00 due to the employment of a subcontractor for the Section 106 historical review, and

WHEREAS, the PARTIES now desire to amend the AGREEMENT in recognition of this cost exceedance.

NOW THEREFORE, in consideration of the premises and the agreements and covenants contained herein, the PARTIES agree to amend the contract to the amount of \$14,265.00.

The PARTIES have executed this AMENDMENT effective as of later of the dates set forth after their signatures below.

Mac Consulting Services, LLC

City of Marquette, Michigan

Michael J. McClelland
Michael J. McClelland (Jan 26, 2023 15:03 EST)

Michael McClelland, Manager
Date: Jan 26, 2023

Cody O. Mayer, Mayor
Date: _____

Amendment to Agreement for CDBG Environmental Consulting

Page 1 of 2

Kyle Whitney, Clerk
Date: _____

APPROVED AS TO CONTENT

Karen Kovacs, City Manager
Date: _____

APPROVED AS TO FORM

Suzanne Larsen, City Attorney
Date: _____

Amendment to Env Review Contract

Final Audit Report

2023-01-26

Created:	2023-01-26
By:	Sean Hobbins (shobbins@marquette.mi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL8hsJPn4heEyhfaRMvV9h0ohzRnKgYzz

"Amendment to Env Review Contract" History

-  Document created by Sean Hobbins (shobbins@marquette.mi.gov)
2023-01-26 - 7:53:49 PM GMT- IP address: 67.212.214.3
-  Document emailed to mactc@charter.net for signature
2023-01-26 - 7:54:24 PM GMT
-  Email viewed by mactc@charter.net
2023-01-26 - 8:03:08 PM GMT- IP address: 174.84.163.147
-  Signer mactc@charter.net entered name at signing as Michael J. McClelland
2023-01-26 - 8:03:52 PM GMT- IP address: 174.84.163.147
-  Document e-signed by Michael J. McClelland (mactc@charter.net)
Signature Date: 2023-01-26 - 8:03:54 PM GMT - Time Source: server- IP address: 174.84.163.147
-  Agreement completed.
2023-01-26 - 8:03:54 PM GMT

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote **GEI Change Order - Tourist Park SHPO Review**

BACKGROUND:

At it's March 28, 2022 regular meeting, the City Commission approved a resolution authorizing the submission of a Michigan Land and Water Conservation Fund (LWCF) grant to install the Tourist Park Day-Use road and associated parking as per the 2013 land-use plan for the park. As a condition of the grant program, a section 106 State Historic Preservation Office (SHPO) review must be conducted.

The City contracted with GEI consultants to complete the Section 106 review. Because of the historic uses of the land prior to City ownership, SHPO has required several additional steps and an expansion of the scope of the archaeological review. Approval of change order 3 would authorize GEI to make the necessary revisions to the Phase I records review and survey.

Change order 3 brings the total contract with GEI for the Tourist Park SHPO Section 106 Review to \$28,553. Community Services staff included \$30,000 in the budget submitted to the State of Michigan as part of the LWCF grant application. All work done in connection with the Section 106 Review process is reimbursable by the grant.

FISCAL EFFECT:

The Tourist Park Fund has sufficient balance to cover these services and the expenses are reimbursable through the LWCF grant.

RECOMMENDATION:

Approve Change Order 3 with GEI Consultants to complete the SHPO Section 106 Review and amend the FY 23 Tourist Park Budget to reflect expenses of \$28,553.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 3
- ▣ Grant Site Development Plan

Consulting
Engineers and
Scientists

January 23, 2023

VIA EMAIL: amaciver@marquettemi.gov

Mr. Andrew MacIver
Assistant Director of Community Services
City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

Re: Change Order No. 3 for Cultural Resources Technical Services for the Tourist Park Campground Project, Marquette, Michigan

Dear Mr. MacIver:

GEI Consultants, Inc. (GEI) is pleased to submit change order No. 3 to present the scope and estimated fees for additional cultural resources services associated with the Tourist Park Campground Project. As part of the Section 106 of the National Historic Preservation Act (NHPA) (Section 106) compliance process, the federal agency or their delegate must make a good faith effort to identify Historic Properties located in a project's Area Potential Effects (APE) and if present, determine whether the proposed project will result in effects to those resources.

GEI previously prepared a technical report to address archaeological resources in the APE and based on information obtained from the Michigan State Historic Preservation Office (SHPO) in September 2022, this document requires revisions and the study may ultimately require additional fieldwork to gain SHPO clearance for the project. These revisions were discussed in a meeting with Mr. Jon Swenson, Director of Community Services, in a video conference on December 19, 2022. As a result of this meeting, it was determined that GEI would propose to complete updates to the archaeological resources technical report in relation to the SHPO comments. Specifically, GEI would complete revisions focused on further outlining the nature of existing vertical and horizontal disturbances that have occurred within the APE, as well as the dimensions of the impacts associated with the proposed project. This change order address labor hours to complete updates to the report text and graphics for the proposed project. Please be advised that this change order does not include a scope or fees to address any fieldwork if ultimately required by SHPO to gain clearance for the project.

Deliverables

- GEI Revised Phase I Records Review and Survey Report

Exceptions/Assumptions

- The APE will consist of the area included in the Section 106 application submitted by the City of Marquette to SHPO in August 2022 or the APE will be further refined/reduced for the revised Phase I report.
- Any additional comments received from SHPO regarding report updates or additional studies may necessitate additional change order(s).

- In the event that SHPO still requires additional fieldwork to address the APE for archaeological resources, such services would be addressed via a change order.
- The identification and evaluation efforts will result in a recommended finding of *No Historic Properties Affected* or *No Adverse Effect on Historic Properties within the APE*. If any NRHP-listed or NRHP-eligible resources are identified in the APE (i.e., Historic Properties pursuant to Section 106) and these resources cannot be avoided by the proposed project, GEI will contact the client to discuss the next steps for the project.
- The NPS/DNR/City of Marquette will submit the technical report prepared by GEI directly to the Michigan SHPO.

Cost Estimate

The cost for completing the proposed updates to the Phase I Records Review and Survey Report is \$3,598.00.

If you have any questions about our proposal, please contact our Project Manager, Denise Jurich at 916.296.9442 or djurich@geiconsultants.com.

Sincerely,

GEI CONSULTANTS, INC.



Denise M. Jurich, M.A., RPA
Project Manager/Senior Archaeologist



Jennifer M. Sanka, M.A., RPA
Archaeologist

JMS:dmj



Sanders & Czapski Associates
architecture / landscape architecture / historic preservation

City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 6-28-2012
SCALE: 0 40 80 160

CITY OF MARQUETTE

Tourist Park Day—Use Access Road and Parking Area

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote **LSCP Lease Termination**

BACKGROUND:

In 2009, the City of Marquette and the Lake Superior Community Partnership entered into a 25-year lease agreement, under which the LSCP utilized the City property at 501 S. Front Street as the organization's main office space.

In mid-2022, the LSCP office was relocated to another location in the City, and the Front Street location is no longer being utilized. As such, the existing lease should be officially terminated.

The attached joint termination of the lease agreement was drafted by the City Attorney and has been reviewed by all parties.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the Termination of Lease Agreement for the property at 501 S. Front Street and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Termination of Lease
- ▣ LSCP Agreement (2009)

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION is made on this ____ day of _____, 2023, **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **LAKE SUPERIOR COMMUNITY PARTNERSHIP, INC.**, a Michigan corporation, of 101 W. Washington St, Ste 10, Marquette Michigan 49855, hereinafter “LESSEE”.

WHEREAS, the parties entered into a Lease Agreement dated November 1, 2009, for a term of 25 years (“Lease”) and;

WHEREAS, the parties mutually desire to terminate the lease effective June 3, 2022;

THEREFORE, the parties to this Termination, for the consideration herein contained, agree as follows:

1. The parties hereby mutually terminate the Lease.
2. The parties agree that all terms and conditions of the Lease shall terminate the effective date of this Termination and neither party shall have any rights or obligations regarding the Lease or the Leased Premises (as defined in the Lease).
3. Lessee agrees that it shall promptly pay any currently owed utilities or expenses owed to third parties as required by the Lease and that Lessor shall not assume or become responsible for Lessee’s expenses.
4. Lessee agrees that it will remove all of its personal property, furniture, equipment and fixtures from the Leased Premises no later than the effective date of this Termination. If Lessee fails to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.
5. Lessee shall return all keys to Lessor no later than the effective date of this Termination.
6. No later than the effective date of this Termination, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted.

The parties have set their hands on the day and year first above written.

LESSOR
CITY OF MARQUETTE

LESSEE
LAKE SUPERIOR COMMUNITY
PARTNERSHIP, INC.

Cody O. Mayer, Mayor


By: Christopher Germain
Its: CEO

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2009, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor"), and **LAKE SUPERIOR COMMUNITY PARTNERSHIP, INC.**, a Michigan corporation, of 501 S. Front Street, Marquette, Michigan 49855, hereinafter ("Lessee").

Recitals

- A. Lessor is the owner of the following described premises, situated and being in the City of Marquette, County of Marquette and State of Michigan, to wit:

Cleveland Iron Mining Company's Subdivision: That Part South of the North Right-of-Way line of Rock Street described as a parcel of land in Section Twenty-three (§23), Township Forty-Eight North, Range Twenty-Five West (T48N, R25W) beginning at the intersection of the South line of Fisher Street and the East line of South Front Street (Point of Beginning), thence North Five Hundred Sixteen feet (516'), thence East Sixty feet (60') to the Wisconsin Central Railroad Right-of-Way, thence Southerly along said Railroad Right-of-Way approximately Five Hundred Thirty feet (530'), thence West approximately Sixty feet (60') to the Point of Beginning.

Containing 44,000 square feet/1.01 acres.

- B. Lessee desires to lease and Lessor is willing to lease to Lessee the area and building as outlined in red on Exhibit "A" located on the premises described above ("Premises") in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee the "Premises" as shown on Exhibit "A".
- 1.2 Lessee shall be responsible for constructing all renovations and/or additions as developed by Lessee, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease is twenty-five (25) years from the date of execution.
- 2.2 Lessee may request the term of this lease be extended for an additional twenty-five (25) year period, upon providing a written request to Lessor no later than 60 days prior to the termination of the original lease term. Lessor has sole discretion to approve or deny such

request, and if approved, all terms and conditions shall be agreed upon by the parties in writing.

2.3 Lessor may terminate this lease under the following terms and conditions:

- a) If Lessee ceases use of the Premises for a period of ninety (90) days; or
- b) If Lessee abandons the Premises for a period of ninety (90) days; or
- c) If Lessee uses the Premises for any purpose inconsistent with the purposes described herein.

In the event Lessor terminates this lease pursuant to this provision, Lessor shall provide Lessee with sixty (60) days written notice of the termination, and said notice shall specify the reason for termination of the lease. Lessee shall have 60 days from the date of the notice to cure the condition causing the termination. If the condition is not cured within sixty (60) days of the notice provided by Lessor, Lessor shall have the right to terminate this lease by the adoption of a resolution of the City Commission and to reenter and take possession of the Premises at that time. The City Commission may not consider adoption of such resolution until Lessor has provided Lessee at least ten (10) days written notice of the time and place of the City Commission meeting at which the resolution will be considered, and Lessee shall have the right to be heard at such meeting. Lessee shall have the right to appeal any action taken by the City Commission pursuant to this provision. Such appeal shall be made in the Marquette County Circuit Court.

3. Rent

- 3.1 Lessee shall pay rent in the amount of \$100 per year to Lessor, due by the 1st day of each calendar year. Rent shall not be prorated for partial years.
- 3.2 Lessee shall pay the cost of all utilities, gas, electric, refuse, water and storm water fees for the Premises.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only as an office building, and not for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises, including but not necessarily limited to fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Premises or any part of it (ordinary wear and tear excepted);
 - d) constitute a public or private nuisance;
 - e) permit noise or odors to be unreasonably dispelled from the Premises; or

- f) permit refuse to accumulate in or around Premises.

5. Use of Common Areas by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use Lakeside Park, the sidewalks, and surrounding areas, subject, however, to all rules and regulations regarding the use of those areas.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all cleaning of the Premises and all repairs to the Premises of any nature.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment and keep them in a safe condition and good repair.
- 6.3 All signage used by Lessee shall be maintained in good condition and repair.
- 6.4 Lessee shall be responsible, as a condition of this lease, for all maintenance of Lakeside Park as a public park, including all areas not occupied by the building(s) as shown on Exhibit "A". Such maintenance shall include, but not be limited to:
 - a) Picking up all litter on a regular basis;
 - b) Emptying all trash barrels on a regular basis and relining such barrels with plastic liners three or four times per week or more often if needed;
 - c) Mowing the grass as needed to maintain a grass height no shorter than 2.5 inches or taller than 4 inches;
 - d) Weeding and feeding the grass twice per year (in the Spring and in the Fall); and
 - e) Over-seeding areas as needed once per year in the Fall.

Should Lessee deem it necessary or appropriate at any time during this Lease term to cut down any trees or shrubs located on the Premises, Lessee shall first request written permission from Lessor's City Manager. No tree or shrub shall be cut down or removed by Lessee until or unless Lessor's City Manager has given Lessee written permission to do so.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Premises and contents therein. Lessor will provide Lessee with a copy of any and all relevant insurance policies.

- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased without prior written permission from Lessor.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises and any common area by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall also maintain fire and casualty insurance in an amount not less than the fair market value of the building located on the Premises. Lessee shall provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing; such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of, or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril, the damage shall be repaired by Lessee at Lessee's expense.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Covenant of Quiet Enjoyment

- 10.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

11. Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in any term of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

12. Default by Lessee

- 12.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 12.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 12.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

13. Surrender of Leasehold Upon Termination of Lease

- 13.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

13.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

14. Miscellaneous

14.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

14.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

14.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

14.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

14.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

14.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

14.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written.

LAKE SUPERIOR COMMUNITY PARTNERSHIP, INC.



By: **John F. Marshall**
Its: **Chairman of the Board**

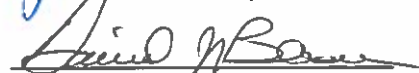


By: **Rick Ament**
Its: **Secretary**

CITY OF MARQUETTE

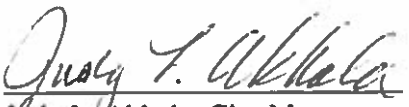


John P. Kivela, Mayor

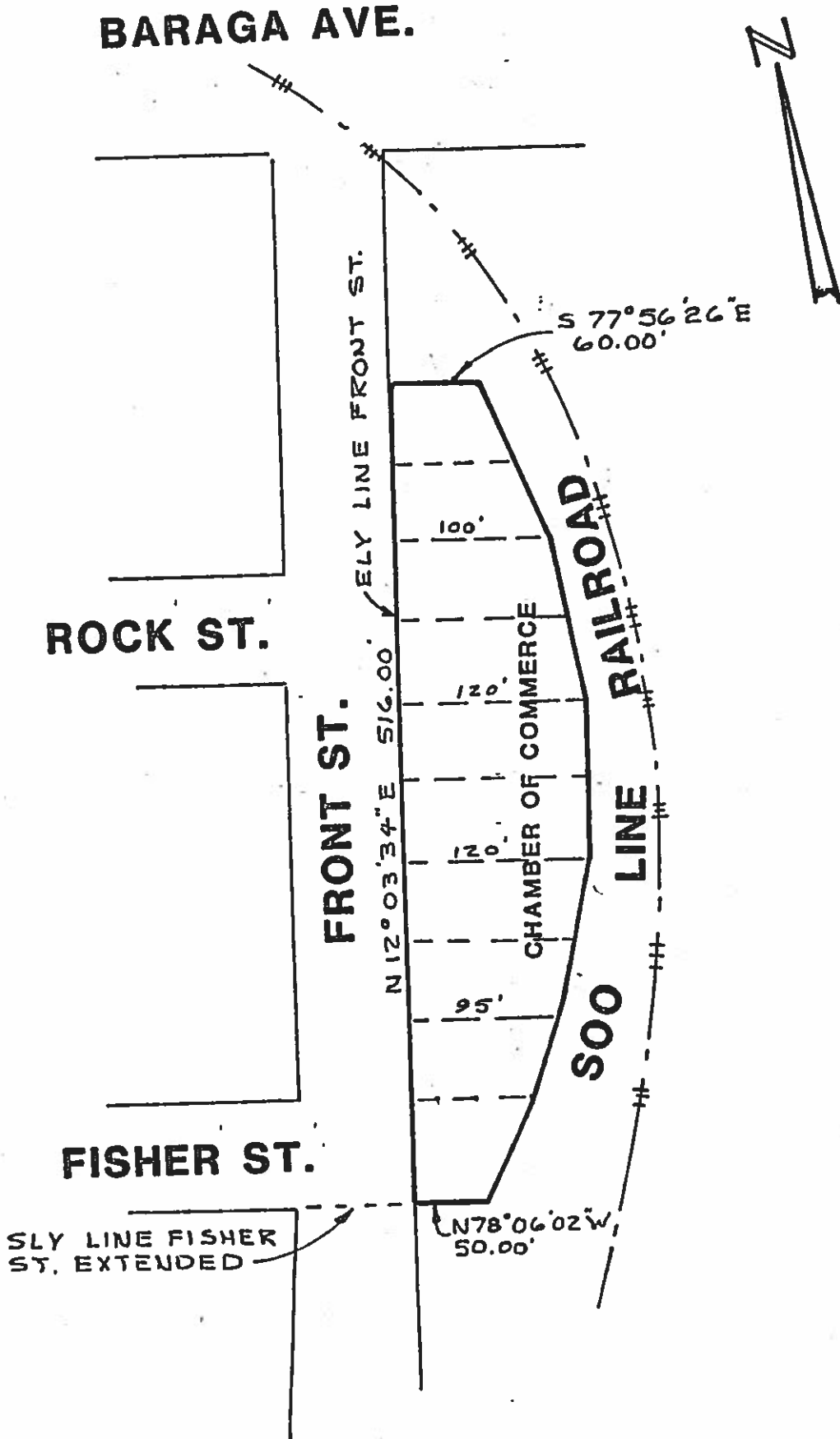


David J. Bleau, Clerk

APPROVED AS TO FORM


Judy L. Akkala, City Manager


Ronald D. Keefe, City Attorney



SCALE: 1"=100'



**Gourdie/Fraser
& Associates, Inc.**

**Consulting
Engineers
Surveyors
Planners**

Traverse City
124 West State Street
P.O. Box 527
Traverse City, Michigan
49604
(616) 948-5874

Marquette
105 E. Washington Street
Marquette, Michigan
49855
(906) 228-5171

8/24/87

87118

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote **Ordinance 718 - Marihuana Establishment Licensing**

BACKGROUND:

In October of 2019, the City Commission adopted Ordinance 682, allowing for the operation of adult-use marihuana establishments in the City, in accordance with the Michigan Regulation and Taxation of Marihuana Act. Four months later, the Commission adopted a fee schedule for these licenses, and approved related zoning regulations for the related facilities.

The Michigan Cannabis Regulatory Agency, which is the State's licensing and rulemaking body related to adult-use marijuana establishments, created two new license types last year. Before an applicant is able to operate under one of these new license types in the City, the use must first be permitted in the City Code.

The attached ordinance would amend Chapter 5 of the Marquette City Code to do the following:

- Permit Class A Microbusinesses and Marihuana Educational Research licenses, as defined by the State's Administrative Rules
- Clarify the term of a local license, which runs concurrently with the annual state license
- Add application requirements specific to educational research licenses
- Remove prohibitions on drive-through windows, which are regulated by the Land Development Code
- Create standards for educational research operations
- Make clerical amendments related to numbering and consistency

Per City Charter, this ordinance cannot be adopted at the meeting in which it is introduced. This item should be moved to the next regular meeting agenda for the second read.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move Ordinance 718 to the next regular meeting agenda.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Draft Ordinance 718
- ▢ Ch. 5 with changes

ORDINANCE #718
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 5 – MARIHUANA, IN ORDER TO ADD LICENSE
TYPES AND UPDATE APPLICATION REQUIREMENTS

INTENT

The purpose of this ordinance is to amend several sections of City Code Chapter 5 – Marihuana to add class A marihuana microbusiness and marihuana educational research establishment license types, update application requirements and make clerical changes to minimal formatting changes and updates to agree with state rules.

The City of Marquette Ordains:

SECTION 1. New Definitions.

***Section 5-2. Definitions* is hereby amended to include the following:**

Class A marihuana microbusiness means a person licensed to cultivate not more than 300 marihuana plants; package marihuana; purchase marihuana concentrate and marihuana-infused products from a licensed marihuana processor; and sell or transfer marihuana and marihuana products to an individual 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

Marihuana educational research establishment means a person licensed to obtain marihuana from a marihuana establishment; produce marihuana products; perform research on marihuana and marihuana products; and dispose of marihuana and marihuana products.

SECTION 2. New License Types.

***Section 5-3. Authorization of marihuana establishments* is hereby amended to include the following:**

- (12) Class A marihuana microbusiness.
- (13) Marihuana educational research establishment.

SECTION 3. Repeal, License Term.

***Section 5-7(d)* is hereby repealed.**

SECTION 4. Adoption, New License Term.

***New Section 5-7(d)* is hereby adopted as follows:**

- (d) Municipal licenses will run concurrently with the term of the applicant's annual state license. Municipal licenses may be renewed upon receipt of a complete renewal application and renewal fee for any marihuana establishment in good standing. Successive renewals will each be valid for one year.

SECTION 5. Acknowledgment for New Licenses.

Section 5-8(a)(8) is hereby amended to read as follows:

- (8) A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana growing, cultivation, possession, testing, safety compliance, transporting, and educational research are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the city, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its stakeholders and agents of those laws, rules, and regulations; and

SECTION 6. Renumber.

Section 5-8(a)(9) is hereby renumbered to Section 5-8(a)(10).

SECTION 7. Institutional Affiliation Required.

New Section 5-8(a)(9) is hereby adopted as follows:

- (9) If applying for a Marihuana educational research establishment license the applicant must have documentation of affiliation with a degree or certificate program offered by an institution of higher learning accredited by the Higher Learning Commission.

SECTION 8. Clerical Changes to Retailer Standards.

Section 5-10(a)(4) and Section 5-10(a)(7) are hereby repealed, and the remaining sections are renumbered accordingly.

SECTION 9. Adoption.

New Section 5-10(b) is hereby adopted as follows:

- (b) The license required by this chapter shall be prominently displayed on the premises of a marihuana establishment.

SECTION 10. Operation Standards Amendment.

Section 5-15. Minimal operation standards for marihuana microbusiness is hereby renamed as Section 5-15. Minimal operation standards for marihuana microbusiness and class A marihuana microbusiness.

SECTION 11. Clerical Changes.

Section 5-15(a)(4) is hereby repealed, and the remaining sections are renumbered accordingly.

SECTION 12. Renumber.

The following sections are hereby renumbered as indicated:

Section 5-18. License revocation. to Section 5-19. License revocation.

Section 5-19. Penalties and discipline. to Section 5-20. Penalties and discipline.

Section 5-20. Right to amend. to Section 5-21. Right to amend.

Section 5-21. Severability. to Section 5-22. Severability.

SECTION 13. New Operation Standards.

New Section 5-18. Minimal operation standards for marihuana educational research establishment is hereby adopted as follows:

- (a) The following minimum standards shall apply for marihuana educational research establishment
 - 1. Any marihuana educational research establishment shall maintain a logbook and/or database tracking marihuana product quantities. Each marihuana plant shall be tagged as required by the Act.
 - 2. No marihuana educational research shall be done in a manner that creates, dust, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the educational research is operated.
 - 3. No marihuana educational research establishment may refuse representatives of the city police department the right during the hours of operation to inspect the licensed premises or to audit the books of the establishment
 - 4. A marihuana educational research establishment shall prohibit marihuana to be consumed or sampled on the property unless otherwise permitted by state rules.
 - 5. Storage of marihuana and marihuana products
 - a. Shall not be open or accessible to the general public
 - b. Shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.

SECTION 14. Effective Date.

The ordinance shall take effect ten days after adoption but not before publication.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

Chapter 5 MARIHUANA¹

Sec. 5-1. Legislative intent.

The purpose of this chapter is to regulate adult-use marihuana establishments. The city finds that these activities are significantly connected to the public health, safety, security, and welfare of its citizens and it is therefore necessary to regulate and enforce safety, security, fire, policing, health, and sanitation practices related to such activities and also to provide a method to defray administrative costs incurred by such regulation and enforcement. It is not the intent of this chapter to diminish, abrogate, or restrict the protections for adult-use marihuana use found in the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. (the "Act").

This chapter shall be known and may be cited as the City of Marquette Regulation of Adult-Use Marihuana Establishments ordinance.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-2. Definitions.

The words and phrases used in this chapter shall have the following meanings, or the meanings ascribed in the Act or the state rules, unless the context clearly indicates otherwise:

Child care center or day care center means a facility, other than a private residence, receiving one or more preschool or school age children for care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. Child care center or day care center includes a facility that provides care for not less than two consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. All child care centers and day care centers shall be registered with or licensed by the Michigan Department of Licensing and Regulatory Affairs or successor agency. Refer to Public Act 116 of 1973, as amended, for a list of facilities that are excluded from the definition of "child care center" or "day care center."

Child care or day care, family home means a private home in which more than one but less than seven minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. A family day care home includes a home that gives care to an unrelated child for more than four weeks during a calendar year. All family day care homes shall be registered with or licensed by the Michigan Department of Licensing and Regulatory Affairs or successor agency.

Child care or day care, group home means a private home in which more than six but not more than 12 minor children are given care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. Group day care home includes a home that gives care to an unrelated minor child for more than four weeks during a

¹Ord. No. 682 , § 1, adopted Oct. 15, 2019, repealed ch. 5 in its entirety and enacted new provisions to read as herein set out. Former ch. 5, §§ 5-1—5-3, pertained to similar subject matter and derived from Ord. No. 675, § 1, adopted Feb. 25, 2019.

calendar year. All group day care homes shall be registered with or licensed by the Michigan Department of Licensing and Regulatory Affairs or successor agency.

Class A marihuana microbusiness means a person licensed to cultivate not more than 300 marihuana plants; package marihuana; purchase marihuana concentrate and marihuana-infused products from a licensed marihuana processor; and sell or transfer marihuana and marihuana products to an individual 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

Cultivate means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

Department means the Michigan Department of Licensing and Regulatory Affairs.

Designated consumption establishment means a commercial space that is licensed and where it is authorized for adults 21 years of age and older to consume marihuana products.

Industrial hemp means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3 percent on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.

Marihuana means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. For purposes of this Act, marihuana does not include:

- (1) The mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;
- (2) Industrial hemp; or
- (3) Any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.

Marihuana concentrate means the resin extracted from any part of the plant of the genus cannabis.

Marihuana educational research establishment means a person licensed to obtain marihuana from a marihuana establishment; produce marihuana products; perform research on marihuana and marihuana products; and dispose of marihuana and marihuana products.

Marihuana establishment means a marihuana grower or excess grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, designated consumption establishment or any other type of marihuana-related business licensed by the department.

Marihuana event organizer means a person licensed to apply for a temporary marihuana event license under the state rules.

Marihuana grower means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments. Marihuana grower license types are:

- (1) Class A - not more than 100 marihuana plants;
- (2) Class B - not more than 500 marihuana plants;
- (3) Class C - not more than 2,000 marihuana plants;
- (4) Excess marihuana grower - issued to a person who holds five stacked Class C licenses.

Marihuana-infused product means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

Marihuana microbusiness means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

Marihuana processor means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana retailer means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

Marihuana secure transporter means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

"Marihuana safety compliance facility" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

Municipal license means a license issued pursuant to section 6 of the Act (MCL 333.27956) that allows a person to operate a marihuana establishment in the City of Marquette.

Municipality means the City of Marquette.

Person means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.

Process or processing means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

Provisional license means a certification provided by the City of Marquette to an applicant for a municipal license. This is issued prior to a municipal license, is accompanied by an attestation form, and allows the applicant to finalize the application for a state license.

Religious institution means an institution that people regularly attend to participate in or hold religious services, meetings and other activities. The term "religious institution" shall not carry a secular connotation and shall include buildings in which the religious services of any denomination are held. Structures owned or operated by religious institutions located on parcels other than where the principal structure for religious services are held shall not, for the purpose of this chapter, be considered a religious institution, and the principal use of this structure shall be its use and the use shall conform to the requirements of the district in which it is located.

School means a public or private licensed institution where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12.

State rules means the emergency rules, or the final rules hereafter promulgated, by the department.

State license means a license issued by the department that allows a person to operate a marihuana establishment.

Temporary marihuana event means an event where the onsite sale or consumption of marihuana products, or both, are authorized at the location indicated on the municipal license during the dates indicated on the municipal license.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-3. Authorization of marihuana establishments.

(a) The city hereby authorizes, subject to the issuance of a municipal license by the city clerk, the following types of marihuana establishments within the boundaries of the city, pursuant to section 6.1 of the Act. The establishments authorized pursuant to this chapter are relating only to the Act:

- (1) Class A marihuana grower;
- (2) Class B marihuana grower;
- (3) Class C marihuana grower;
- (4) Excess marihuana grower;
- (5) Marihuana processor;
- (6) Marihuana retailer;
- (7) Marihuana safety compliance facility;
- (8) Marihuana secure transporter;
- (9) Marihuana microbusiness;
- (10) Temporary marihuana event;
- (11) Designated marihuana consumption establishment.

(12) Class A marihuana microbusiness.

(13) Marihuana educational research establishment.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-4. License required for recreational marihuana establishment.

- (a) It shall be unlawful to operate a marihuana establishment or a temporary marihuana event in the City of Marquette, without first obtaining a municipal license to operate pursuant to this chapter, having a validly issued state license in good standing, and having paid all applicable fees.
- (b) No person who is employed by the city, acts as a consultant for the city or acts as an advisor to the city, and is involved in the implementation, administration or enforcement of this chapter shall have an interest, directly or indirectly, in a marihuana establishment.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-5. Permitted locations.

- (a) All municipal licenses for marihuana establishments shall be issued for a specific physical location, which shall be designated as the licensed premises. The permissibility of a license in a specific location is contingent on the requirements provided in the City of Marquette Land Development Code.
- (b) A license for a temporary marihuana event will only be granted if the event is proposed in a venue expressly approved by resolution of the Marquette City Commission for the purpose of holding a temporary marihuana event.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-6. Buffering requirements.

- (a) A municipal license for a marihuana establishment or a temporary marihuana event shall only be issued if the proposed establishment meets with the following buffering requirements. Marihuana establishments or temporary marihuana events shall not be located within:
 - (1) An area zoned exclusively for residential use;
 - (2) Five hundred feet of a school, as measured from the parcel lines of the individual properties;
 - (3) Five hundred feet of a religious institution, as measured from the parcel lines of the individual properties;
 - (4) Five hundred feet of a substance abuse disorder program licensed by the State of Michigan;

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-7. Provisional license; municipal license to operate marihuana establishment.

- (a) The city clerk shall act to approve or deny an application not later than 60 days from the date the completed application - complying with the requirements of section 5-8 is filed. If approved, the clerk shall issue the applicant a provisional license, which does not convey the ability to operate a marihuana establishment.
- (b) A provisional license will be accompanied by a completed attestation form, in compliance with the Act and the state rules, specifically the Emergency Rules of July 3, 2019, Rule 8, Section 1(e)(iii), and will facilitate the application process for a state license.
- (c) At the time the clerk receives verification that the applicant has received a valid state license, the clerk will provide the applicant with a municipal license, which conveys the ability to operate a marihuana establishment.
- (d) Municipal licenses will ~~be issued for the term of one year and will~~ run concurrently with the term of the applicant's [annual](#) state license. Municipal licenses may be renewed upon receipt of a complete renewal application and renewal fee for any marihuana establishment in good standing. Successive renewals will each be valid for one year.
- (e) A municipal license for a temporary marihuana event will only be valid during the days indicated on the state license.
- (f) Maintaining a valid state license is a condition for the maintenance of a municipal license under this chapter and continued operation of a marihuana establishment. A provisional license does not authorize operations until a final license is issued, which will only occur upon issuance of the appropriate state license.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-8. Municipal license application.

- (a) Every applicant for a municipal license to operate a marihuana establishment shall file an application in the office of the city clerk upon a form provided by the clerk. The application shall include:
 - (1) The appropriate nonrefundable municipal license application fee, as established by city commission resolution;

-
- (2) If the applicant is an individual, the applicant's name; date of birth; Social Security number; physical address, including residential and any business address; copy of government-issued photo identification; email address; one or more phone numbers, including emergency contact information;
 - (3) If the applicant is not an individual, the names; dates of birth; physical addresses, including residential and any business address; copy of government-issued photo identifications; email address; and one or more phone numbers of each person holding ownership interest in the applicant, including designation of the highest ranking representative as an emergency contact person; contact information for the emergency contact person; articles of incorporation or organization; assumed name registration; Internal Revenue Service EIN confirmation letter; copy of the operating agreement of the applicant, if a limited liability company; copy of the partnership agreement, if a partnership; names and addresses of the beneficiaries, if a trust, or a copy of the bylaws or shareholder agreement, if a corporation;
 - (4) The name and address of the proposed marihuana establishment;
 - (5) A notice of prequalification status approval from the department, as defined under the state rules, specifically the Emergency Rules of July 3, 2019, Rule 6, Section 2;
 - (6) A copy of the special land use permit issued by the City of Marquette Planning Commission;
 - (7) A location area map of the marihuana establishment and surrounding area that identifies the relative locations and the distances (as measured from the parcel lines of the individual properties) to the closest real property comprising a public or private elementary, vocational or secondary school;
 - (8) A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana growing, cultivation, possession, testing, safety compliance, ~~and~~ transporting, and educational research are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the city, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its stakeholders and agents of those laws, rules, and regulations; and
 - (9) If applying for a Marihuana educational research establishment license the applicant must have documentation of affiliation with a degree or certificate program offered by an institution of higher learning accredited by the Higher Learning Commission.
- (109) Any other information which may be required by the clerk.

- (b) No person shall be issued a municipal license without first having obtained from the City of Marquette Planning Commission a special land use permit authorizing the operation of the establishment pursuant to the City of Marquette Land Development Code.
- (c) Upon an applicant's completion of the above-described form and furnishing of all required information and materials, the city clerk shall file the same and assign it a sequential application number by establishment type based on the date and time of acceptance.
- (d) If the application is denied, the clerk shall issue a written notice of denial to the applicant. All communications will be sent by first class mail to the address for the applicant provided on the application.
- (e) Upon receipt of a completed marihuana establishment application meeting the requirements of this chapter and confirmation that the issuance of the proposed municipal license would not exceed the maximum number permitted in section 5-3 of this chapter, the clerk shall refer a copy of the application to each of the following for their review and approval: the police chief or designee, the fire chief or designee, the city treasurer or designee and the zoning administrator or designee.

-
- (f) A municipal license will not be granted until the application materials have been reviewed and approved by the fire department, which will inspect the plans of the proposed location for compliance with all laws for which they are charged with enforcement, and the fire chief or his designee has conducted all inspections deemed necessary.
 - (g) A municipal license will not be granted until the applicant, and each person holding an ownership interest in the applicant, have passed a criminal background check conducted by the Marquette City Police Department.
 - (h) A municipal license will not be granted until the city treasurer verifies, in compliance with chapter 12 of the Marquette City Code, that the applicant does not owe to the city any taxes or other default.
 - (i) Municipal license holders shall report any other change in the information required by this chapter to the city clerk within ten business days of the change. Failure to do so may result in suspension or revocation of the license.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-9. License denial; appeal.

- (a) Should the city clerk deny an application, the applicant shall have 14 days from the mailing of the denial to appeal the denial to the city manager by filing a notice of appeal with the city manager's office. The city manager may require additional information or act upon the appeal based upon the information supplied to the city clerk. Should the city manager reverse the decision of the clerk, the clerk shall issue a provisional license. Should the city manager affirm the decision of the clerk, the city manager shall issue a written notice affirming the decision. All communications will be sent by first class mail to the address for the applicant provided in the application.
- (b) The applicant shall have 14 days from the mailing of a decision by the city manager affirming the decision of the city clerk to appeal to the city commission. To appeal the decision of the city manager, the applicant must file a notice of appeal with the city clerk. The city commission shall hear the appeal at its next regular meeting, but not sooner than seven days from the receipt of the appeal.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-10. Minimal operation standards for marihuana retailer.

- (a) The following minimum standards shall apply for marihuana retailers:
 - (1) No retail establishment shall be open to the public between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) Consumption of marihuana shall be prohibited in the establishment, and a sign shall be posted on the premises of each retail establishment indicating that consumption is prohibited on the premises.
 - (3) The public or common areas of the retail center must be separated from restricted or non-public areas of the establishment.
 - ~~(4) A drive-through window on the premises of a retail establishment shall not be permitted.~~
 - ~~(45)~~ A retail establishment shall not allow the sale, consumption, or use of alcohol or tobacco products on the premises.
 - ~~(56)~~ No retail establishment shall be operated in a manner creating dust, fumes or odors detectable to normal senses beyond the boundaries of the property on which the retail center is operated.
 - ~~(7) The license required by this chapter shall be prominently displayed on the premises of a marihuana establishment.~~

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(Supp. No. 11)

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- (68) No marihuana retailer may refuse representatives of the city police department the right during the hours of operation to inspect the licensed premises or to audit the books and records of the marihuana establishment.

(b) The license required by this chapter shall be prominently displayed on the premises of a marihuana establishment.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-11. Minimal operation standards for marihuana grower.

(a) The following minimum standards shall apply for marihuana grower facility:

- (1) Any grower facility shall maintain a log book and/or database indicating the number of marihuana plants therein. Each marihuana plant will be tagged as required by the Act.
- (2) All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the grower, growing or harvesting of marihuana are located.
- (3) The dispensing of marihuana at the grower facility shall be prohibited.
- (4) All persons working in direct contact with marihuana shall conform to hygienic practices while on duty, including but not limited to:
 - a. Maintaining adequate personal cleanliness;
 - b. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated; and
 - c. Refraining from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- (5) There shall be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming and attractant, harborage or breeding places for pests.
- (6) Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-12. Minimal operation standards for marihuana safety compliance facility.

(a) The following minimum standards for a safety compliance facility shall apply:

- (1) Consumption and/or use of marihuana shall be prohibited at the facility;
- (2) All persons working in direct contact with marihuana shall conform to hygienic practices while on duty.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-13. Minimal operation standards for marihuana processor.

- (a) The following minimum standards for processor facility shall apply:
 - (1) Consumption and/or use of marihuana shall be prohibited at the processor facility.
 - (2) All activity related to the processor facility shall be done indoors.
 - (3) The dispensing of medical marihuana at the processor facility shall be prohibited.
- (b) All persons working in direct contact with marihuana shall conform to hygienic practice while on duty, including but not limited to:
 - (1) Maintaining adequate personal cleanliness;
 - (2) Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 - (3) Refraining from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- (c) A processor facility shall produce no products other than useable marihuana intended for human consumption.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-14. Minimal operation standards for marihuana secure transporter.

- (a) The following minimum standards for secure transporters shall apply:
 - (1) Consumption and/or use of marihuana shall be prohibited at a storage facility of a secure transporter.
 - (2) Storage of marihuana by a secure transporter shall comply with the following:
 - a. The storage facility shall not be open or accessible to the general public; and
 - b. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-15. Minimal operation standards for marihuana microbusiness and class A marihuana microbusiness.

- (a) The following minimum standards shall apply for marihuana microbusinesses:
 - (1) No microbusiness establishment shall be open to the public between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) Consumption of marihuana shall be prohibited in the establishment, and a sign shall be posted on the premises of each microbusiness establishment indicating that consumption is prohibited on the premises.
 - (3) The public or common areas of the microbusiness must be separated from restricted or non-public areas of the establishment.

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(Supp. No. 11)

~~(4) A drive-through window on the premises of a microbusiness shall not be permitted.~~

- (5) A microbusiness shall not allow the sale, consumption, or use of alcohol or tobacco products on the premises.
 - (6) No microbusiness shall be operated in a manner creating dust, fumes or odors detectable to normal senses beyond the boundaries of the property on which the retail center is operated.
 - (7) No marihuana microbusiness may refuse representatives of the city police department the right during the hours of operation to inspect the licensed premises or to audit the books and records of the marihuana establishment.
- (b) The license required by this chapter shall be prominently displayed on the premises of a marihuana establishment.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-16. Minimal operation standards for marihuana consumption establishment.

- (a) The following minimum standards shall apply for marihuana consumption establishments:
- (1) No consumption establishment shall be open to the public between the hours of 9:00 p.m. and 6:00 a.m.
 - (2) The public or common areas of the consumption establishment must be separated from restricted or non-public areas of the establishment, including from areas where consumption of marihuana will take place.
 - (3) A consumption establishment shall not allow the sale, consumption, or use of alcohol or tobacco products on the premises.
 - (4) No consumption establishment shall be operated in a manner creating dust, fumes or odors detectable to normal senses beyond the boundaries of the property on which the retail center is operated.
 - (5) No marihuana consumption establishment may refuse representatives of the city police department the right during the hours of operation to inspect the licensed premises or to audit the books and records of the marihuana establishment.
- (b) The license required by this chapter shall be prominently displayed on the premises of a marihuana establishment.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-17. Minimal operation standards for temporary marihuana event.

- (a) The following minimum standards shall apply for temporary marihuana events:
- (1) Temporary marihuana events may only be held at venues identified by resolution of the Marquette City Commission.
 - (2) No temporary marihuana event may refuse representatives of the city police department the right during the hours of operation to inspect the licensed premises or to audit the books and records of the marihuana establishment.
- (b) The license required by this chapter shall be prominently displayed on the premises of a temporary marihuana event.

Sec. 5-18. Minimal operation standards for marihuana educational research establishment.

- (a) The following minimum standards shall apply for marihuana educational research establishment
1. Any marihuana educational research establishment shall maintain a logbook and/or database tracking marihuana product quantities. Each marihuana plant shall be tagged as required by the Act.
 2. No marihuana educational research shall be done in a manner that creates, dust, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the educational research is operated.
 3. No marihuana educational research establishment may refuse representatives of the city police department the right during the hours of operation to inspect the licensed premises or to audit the books of the establishment
 4. A marihuana educational research establishment shall prohibit marihuana to be consumed or sampled on the property unless otherwise permitted by state rules.
 5. Storage of marihuana and marihuana products
 - a. Shall not be open or accessible to the general public
 - b. Shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.

Sec. 5-198. License revocation.

- (a) A municipal license or provisional license issued under this chapter may be revoked upon the city clerk's determination that grounds for revocation under this chapter exist.
- (b) A license issued under this chapter may be revoked on any of the following basis:
- (1) Any violation of this chapter;
 - (2) Revocation of the special land use permit issued by the Marquette City Planning Commission;
 - (3) Any conviction of delivery of a controlled substance to a minor;
 - (4) City clerk finding of fraud, misrepresentation or the making of a false statement by the applicant or any stakeholder of the applicant while engaging in any activity for which this chapter requires a municipal license or in connection with the application for a license or request to renew a municipal license;
 - (5) The municipal license holder or any of its stakeholders is in default to the city personally or in connection with any business in which they hold an ownership interest, for failure to pay property taxes, special assessments, fines, fees or other financial obligation;
 - (6) The marihuana establishment is determined by the city to have become a public nuisance; or
 - (7) The department has denied, revoked or suspended the applicant's state operating license.
- (c) Should the city clerk revoke a license, the municipal license holder shall have 14 days from the mailing of the written notice of revocation to appeal the decision to the city manager. The city manager may require additional information or act upon the appeal based upon the information supplied to the city clerk. Should the city manager reverse the decision of the city clerk, the clerk shall reinstate the license. Should the city manager affirm the decision of the city clerk, he/she shall mail by first class mail a written notice affirming the decision to the address for the municipal license holder contained in the city clerk's records.

-
- (d) Should the city manager affirm the revocation of a municipal license by the city clerk, the municipal license holder shall have 14 days from the mailing of the decision of the city manager to appeal the decision to the city commission, by filing with the city clerk a written notice of appeal. The city commission shall hear the appeal at its next regularly scheduled meeting, but no sooner than seven days from the receipt of the appeal.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-~~2019~~. Penalties and discipline.

- (a) The City of Marquette may require an applicant or municipal license holder to produce documents, records, or any other material pertinent to the investigation of an application or alleged violation of this chapter. Failure to provide the required material may be grounds for application denial, license revocation, or discipline.
- (b) Any person who violates any of the provisions of this chapter shall be responsible for a municipal civil infraction and subject to a fine of \$500.00, plus costs. Each day a violation of this chapter continues to exist constitutes a separate violation. A violator of this chapter shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan law.
- (c) Any violation of this chapter may result in revocation, as defined in section 5-18 of this chapter.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-~~210~~. Right to amend.

The Marquette City Commission reserves the right to amend or repeal this chapter in any manner, including prohibiting or limiting the type or number of adult use marihuana establishments and state license types authorized to operate in the city.

(Ord. No. 682 , § 1, 10-15-2019)

Sec. 5-~~221~~. Severability.

In the event that any one or more sections, provisions, phrases or words of this chapter shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this chapter.

(Ord. No. 682 , § 1, 10-15-2019)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

Consent Agenda - Roll Call Vote

Signature Approval for 2013 Capital Improvement Bonds Assignment

BACKGROUND:

In January 2023, the CFO was notified that the 2013 Capital Improvement Bonds have been assigned to Cogent Bank. The CFO, in conjunction with our bond counsel, submitted and prepared the appropriate documentation to cancel the bond certificate with Capital One, and to issue a new bond certificate naming Cogent Bank as the registered owner.

This new certificate requires the signature of the Mayor and the Clerk.

FISCAL EFFECT:

Debt service payments on the 2013 Capital Improvement Bonds will now be submitted to Cogent Bank.

RECOMMENDATION:

Authorize the Mayor and the Clerk to sign, and to impress the City Seal on the new bond certificate.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2013 Bond Assignment

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

STEFANIE E. GEORGES
TEL +1.313.496.7506
FAX +1.313.496.7500
E-MAIL georges@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
millercanfield.com

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MEXICO
POLAND
UKRAINE
QATAR

January 24, 2023

VIA FEDEX

Mary Schlicht
Chief Financial Officer
City of Marquette
300 West Baraga Avenue
Marquette, MI 49855-4763

Re: City of Marquette 2013 Capital Improvement and Refunding Bond

Dear Ms. Schlicht:

Per the request of Michael J. Horkey at Cogent Leasing and Financing, Inc., please arrange to have the enclosed bond signed by the Mayor and City Clerk on page 3 where indicated. Once signed, please impress the City Seal on page 3 where indicated.

Once the bond has been signed and sealed, please scan and email a copy to my attention at georges@millercanfield.com.

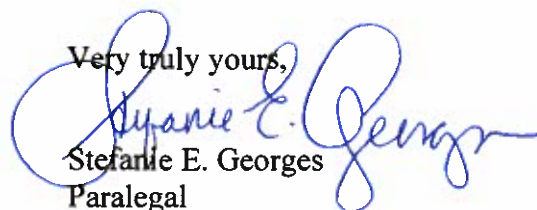
After scanning and emailing the bond to me, please arrange to send the bond to Michael J. Horkey at the following address via FedEx overnight delivery:

COGENT LEASING AND FINANCING, INC.
Attn: Loan Operations
300 International Parkway, Suite 330
Lake Mary, FL 32746

Once the above steps are completed, please let me know.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,


Stefanie E. Georges
Paralegal

cc: Thomas D. Colis
40159136.1/056371.00050



THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS UNDER SUCH ACT. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACT OR IN AN EXEMPT TRANSACTION UNDER SUCH ACT AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN.

R-3
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF MARQUETTE

2013 CAPITAL IMPROVEMENT AND REFUNDING BOND
(GENERAL OBLIGATION LIMITED TAX)

REGISTERED OWNER: Cogent Leasing and Financing, Inc.
PRINCIPAL AMOUNT: Five Million Seven Hundred Eighty-Five Thousand Dollars
INTEREST RATE: 2.95%
DATE OF ORIGINAL ISSUE: September 13, 2013
CUSIP NUMBER: 571494 JH7

The City of Marquette, County of Marquette, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in annual principal installments on the dates and in the amounts set forth in Exhibit A attached hereto and made a part hereof, in lawful money of the United States of America, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months), from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, payable in semi-annual interest installments on the dates and in the amounts set forth on Exhibit A attached hereto. Principal of and interest on this bond is payable by the Treasurer of the City, or such other paying agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Principal of and interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is, as of the

fifteenth (15th) day of the month preceding the interest payment date, the registered owner of record, at the registered address as shown on the registration books of the City kept by the Transfer Agent. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is a single, non-convertible bond in the principal amount of \$5,785,000, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution of the City Commission of the City adopted on August 26, 2013 for the purpose of (a) paying the costs of certain capital improvements of the City, and (b) refunding the City's outstanding 2003 General Obligation Limited Tax Bonds.

This bond shall not be subject to redemption prior to February 1, 2023. This bond shall be subject to redemption, at the option of the City, in whole but not in part, on any interest payment date on or after February 1, 2023 at par and accrued interest to the date fixed for redemption.

Notice of any redemption shall be given to the registered owner of this bond by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. This bond shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem this bond.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest hereon, is payable as a first budget obligation from the general funds of the City and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond does not exceed any constitutional, statutory or charter debt limitation.

IN WITNESS WHEREOF, the City, by its City Commission, has caused this bond to be signed in its name with the manual signatures of its Mayor and its City Clerk and its corporate seal to be impressed hereon, all as of the Date of Original Issue.

CITY OF MARQUETTE
County of Marquette
State of Michigan

(SEAL)

By _____
Its Mayor

By _____
Its City Clerk

EXHIBIT A

City of Marquette, Michigan
Cash Defeasance of Outstanding 2013 Bonds (Partial Maturities 2021-2023)
Refunding Portion Defeased ONLY

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2020	485,000	2.950%	36,653.75	521,653.75	
08/01/2020			29,500.00	29,500.00	
09/30/2020					551,153.75
02/01/2021	225,000	2.950%	29,500.00	254,500.00	
08/01/2021			26,181.25	26,181.25	
09/30/2021					280,681.25
02/01/2022	230,000	2.950%	26,181.25	256,181.25	
08/01/2022			22,788.75	22,788.75	
09/30/2022					278,970.00
02/01/2023	240,000	2.950%	22,788.75	262,788.75	
08/01/2023			19,248.75	19,248.75	
09/30/2023					282,037.50
02/01/2024	245,000	2.950%	19,248.75	264,248.75	
08/01/2024			15,635.00	15,635.00	
09/30/2024					279,883.75
02/01/2025	255,000	2.950%	15,635.00	270,635.00	
08/01/2025			11,873.75	11,873.75	
09/30/2025					282,508.75
02/01/2026	260,000	2.950%	11,873.75	271,873.75	
08/01/2026			8,038.75	8,038.75	
09/30/2026					279,912.50
02/01/2027	270,000	2.950%	8,038.75	278,038.75	
08/01/2027			4,056.25	4,056.25	
09/30/2027					282,095.00
02/01/2028	275,000	2.950%	4,056.25	279,056.25	
09/30/2028					279,056.25
	2,485,000		311,298.75	2,796,298.75	2,796,298.75

NUMBER

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address of transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person's authority to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program. The Transfer Agent will not affect transfer of this bond unless the information concerning the transferee requested below is provided.

PLEASE INSERT SOCIAL
SECURITY NUMBER OR OTHER
IDENTIFYING NUMBER OF
TRANSFEREE

(Insert number for first named
transferee if held by joint account)

21496974.3/056371.00050

Name and Address: _____

(Include information for all joint owners if
the bond is held by joint account)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

New Business

City Commission Rules of Procedure #2003-01

BACKGROUND:

The City Commission maintains Rules of Procedure to help the Commission run an efficient meeting and to deal with the public and the media in a positive manner. These rules are revisited as needed - typically annually.

Two documents are attached; the first represents the proposed Rules of Procedure with suggested changes reflected, while the second is a clean copy of the proposed Rules.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the City Commission Rules of Procedure #2003-01.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Rules draft - with changes
- ▣ Rules draft - clean copy

**CITY OF MARQUETTE, MICHIGAN
CITY COMMISSION POLICY**

Policy Number: 2003-01	Revision Date(s): 11/24/2003 11/25/2013 11/14/2005 12/8/2014 11/28/2005 2/9/2015 6/26/2006 11/30/2015 11/27/2006 11/28/2016 11/12/2007 11/27/2017 1/14/2008 5/29/2018 11/24/2008 12/17/2018 12/22/2008 12/16/2019 11/30/2009 11/30/2020 11/29/2010 1/11/2021 12/19/2011 1/10/2022 12/17/2012 <u>1/30/2023</u>
Date Adopted: June 30, 2003	
Department: Administrative	

SUBJECT: **COMMISSION RULES OF PROCEDURE**

PURPOSE: These Rules of Procedure help the Commission to run an efficient meeting and to deal with the public and the media in a positive manner. When not in conflict with the City Charter, they may be revised by majority action of the City Commission.

POLICY:

I. REGULAR AND SPECIAL MEETINGS

All meetings of the Marquette City Commission will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with the following rules:

A. Regular Meetings

Per City Charter, the Commission shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month (Charter 2-6). Commission meetings shall conclude no later than 10:00 p.m., subject to extension by the Commission.

~~1. A regular meeting shall be held at 7:00 p.m. on the Monday following each regular election. The Commission shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month (Charter 2-6).~~

~~2. Except as provided in 1. A. above, regular meetings of the Marquette City Commission will be held on the second Monday and last Monday of each~~

~~month with the business portion commencing at 6:00 p.m. in the Marquette City Commission Chambers at City Hall, unless otherwise scheduled or rescheduled by action of the Commission. Commission meetings shall conclude no later than 10:00 p.m., subject to extension by the Commission.~~

B. Special Meetings

1. Special meetings shall be called by the Clerk on the written request of the Mayor, the City Manager, or any three members of the Commission on at least 18 hours written notice to each member of the Commission, either sent electronically, served personally, or left at their usual place of residence. Nothing in this section shall bar the Commission from meeting in an emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public if all members of the Commission are present or have waived notice thereof in writing (Charter 2-7(a)).
2. No business shall be transacted at any special meeting of the Commission unless the same has been stated in the notice of such meeting. However, any business which may lawfully come before a regular meeting may be transacted at a special meeting if all the members of the Commission present consent thereto and all the members absent file their written consent (Charter 2-7(b)).

C. Posting Requirements for Regular and Special Meetings

1. No later than the first day of January each year the City Commission shall provide public notice stating the dates, times, and places of its regular meetings.
2. For a rescheduled regular or special meeting of the Commission, a public notice stating the date, time, and place of the meeting shall be posted at the City Hall at least 18 hours before the meeting, and sent to the news media which have requested such notification, ~~and all news media in Marquette County~~. The notice described above is not required for a meeting of the Commission in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members of the Commission determine that delay would be detrimental to the City's efforts in responding to the threat.

D. Minutes of Regular and Special Meetings

1. The Clerk or designee shall attend the Commission meetings and record all the proceedings and resolutions of the Commission in accordance with the Charter and the Open Meetings Act. In the absence of the Clerk or designee, the Commission may appoint one of its own members or another person to temporarily perform the Clerk's duties. Meetings may be broadcast live, including on government access channel 191, and made available for viewing after the meeting ~~on~~via the City website.

2. The Clerk shall prepare the Official Proceedings of each Commission meeting as required by the Charter 2-10(1), which shall be the minutes required by the Open Meetings Act. Approved minutes shall be available for public inspection not later than five business days after the meeting at which the minutes are approved by the public body.
3. The Clerk shall also prepare a summary of the minutes showing the substance of each separate proceeding of the Commission and shall indicate the vote of the Commission members. The summary shall be published within ten days of the meeting in a newspaper of general circulation in the City of Marquette (Charter 2-10(4)).
4. A copy of the minutes of each regular or special Commission meeting shall be available for public inspection at the City Clerk's office during regular business hours and on the City website.

E. Work Sessions

Upon the call of the Mayor or the Commission, and with appropriate notice to the Commission members and the public, the Commission may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Commission member enter into a formal commitment with another member regarding a vote to be taken subsequently.

II. CONDUCT OF MEETINGS

A. Meetings to be Public

1. All regular and special meetings of the Commission shall be open to the public, and all persons shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Commission may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.
2. All official meetings of the Commission and its committees shall be open to the media, freely subject to recording by audio-visual means at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

B. Agenda Preparation

1. An agenda for each regular Commission meeting shall be prepared by the City Manager in consultation with the Mayor and not more than two Commissioners, with the following order of business:
 - a. Call to order, pledge of allegiance, and roll call of the Commission
 - b. Approval of Agenda
 - c. Announcements by the Mayor
 - d. Boards and Committees Welcome/Appointments/Reappointments/Recognition of Outgoing Members

- e. Public Comment. May not exceed three minutes per person.
- f. Presentations
- g. Public hearings on ordinances, resolutions or other matters requiring a public hearing
- h. Consent Agenda
- i. Unfinished Business. Unfinished Business is intended for items that were on a previous meeting agenda ~~and further information was required before taking action.~~
- j. New Business. New Business is intended to introduce a new topic and should be the time when Commissioners ask questions or seek other clarifications. If further information is required, the item can be moved to "Unfinished Business" for an upcoming meeting, by a majority vote of the Commission.
- k. Public Comment. May not exceed three minutes per person.
- l. Comments from the Commission
- m. Comments from the City Manager
- n. Adjournment

2. Any Commission member shall have the right to add items to the regular agenda, provided support from one additional Commission member is obtained.

2-3. Any Commission member shall have the right to remove items from the regular agenda by a majority vote of the Commission.

C. Consent Agenda

A consent agenda may be used to allow the Commission to act on numerous administrative or non-controversial items at one time. Included on this agenda can be non-controversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, proclamations, bid awards, contract approvals, lease agreements, recurring business, etc. Upon request by any one (1) member of Commission, an item shall be removed from the consent agenda and placed on the regular agenda for discussion.

D. Agenda Distribution

City administration shall endeavor to distribute agenda packets to the City Commission prior to a regular City Commission meeting, but in no case shall distribution occur later than Friday prior to a regular scheduled meeting. Public dissemination of agendas and agenda packets shall occur no later than 10:00 p.m. on the Friday prior to a regular meeting, via posting on the City website, and a printed agenda packet shall be delivered to the Public Library Friday evening or Saturday morning.

E. Quorum

A majority of the members of the Commission in office at the time shall constitute a quorum for the transaction of business at all Commission meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later

time or date and in the absence of all members, the Clerk may adjourn any meeting for not longer than one week (Charter 2-8).

F. Attendance at Commission Meetings

1. Election/appointment to the City of Marquette Commission is a privilege freely sought by the nominee/applicant. It carries with it the responsibility to participate in Commission activities and represent the residents of the City of Marquette. Attendance at Commission meetings is critical to fulfilling this responsibility.
2. Any two or more members of the Commission may by vote either request or compel the attendance of its members and other officers of the City at any meeting. Any member of the Commission or other officer who when notified of such request for their attendance fails to attend such meeting for reasons other than confining illness or absence from Marquette County shall be deemed guilty of misconduct in office, unless excused by the Commission. The presiding officer shall enforce orderly conduct at meetings and any member of the Commission or other officer who shall fail to conduct himself in an orderly manner at the meeting shall be deemed guilty of misconduct in office (Charter 2-9(a)).

G. Presiding Mayor

The Mayor shall be responsible for enforcing these Rules of Procedure and for enforcing orderly conduct at meetings, whether held in person or electronically (in whole or in part as allowed by the Open Meetings Act), including if the Mayor is the only remote participant. In the absence or disability of the Mayor, the Mayor Pro-tem shall perform the duties of mayor. In the absence or disability of both, the Commission may designate another of its members to serve as acting mayor.

III. CLOSED MEETINGS

A. Purpose

Closed meetings, which must be approved by vote at an open meeting, may be held only for the reasons authorized in the Open Meetings Act.

B. Minutes of Closed Meetings

A separate set of minutes shall be taken by the Clerk or the designated secretary of the Commission at the Closed Session. These minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

IV. DISCUSSION AND VOTING

A. Rules of Parliamentary Procedure

1. In order to facilitate the running of an efficient and orderly meeting, the rules of parliamentary practice as found in the latest edition of Robert's Rules of Order will be used for guidance by the Commission, provided that they are not in conflict with these Rules of Procedure, City ordinances, the City Charter, or applicable statutes. No action taken by the Commission in good faith shall be deemed invalid by reason of the Commission's failure to adhere strictly to Robert's Rules of Order or these Rules of Procedure. The Mayor may appoint a parliamentarian.

~~2. A vote upon all ordinances and resolutions shall be taken by "Yes" and "No" vote and entered upon the records, except that where the vote is unanimous it shall only be necessary to so state (Charter 2-10(2)).~~

- ~~3.2.~~ The Mayor shall preserve order and decorum and may speak to points of order in preference to other Commission members. The Mayor shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Commission members present.

- ~~4.3.~~ Any member may appeal to the Commission a ruling of the Mayor. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the Mayor may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the Mayor be sustained?" If the majority of the members present vote "Yes", the ruling of the Mayor is sustained; otherwise it is overruled.

B. Conduct of Discussion

1. During discussion and debate, no person shall speak until recognized for that purpose by the Mayor. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the Mayor, maintain a courteous tone and avoid interjecting a personal note into debate.
2. No member shall speak more than once on the same question unless every member desiring to speak to that question shall have had the opportunity to do so.
3. The Mayor, at his or her discretion and subject to the appeal process described in A. 4. above, may permit any person to address the Commission during its deliberations.

C. Ordinances and Resolutions

1. No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.

2. A vote on all ordinances and resolutions shall be taken by roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by Commission rules.

D. Roll Call

In all roll call votes, the names of the members of the Commission shall be called in rotating order as determined by the Clerk.

E. Duty to Vote

Election to a deliberative body carries with it the obligation to vote. Commission members present at the Commission meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law or Charter.

1. Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the City Attorney shall be binding on the Commission with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the City Attorney. No member of the Commission shall vote on any question concerning their own conduct (Charter 2-10(3)).
2. On all other questions each member who is present shall vote when their name is called unless excused by the unanimous consent of the remaining members present. Any member refusing to vote except when not so required by this paragraph shall be guilty of misconduct in office (Charter 2-10(3)).
3. The right to vote is limited to the members of the Commission present at the time the vote is taken. Voting by proxy is not permitted.
4. All votes must be held and determined in public; no secret ballots are permitted.
5. Prior to calling for a vote, the Mayor should state the question being voted upon.

F. Results of Voting

1. In all cases where a vote is taken, the Mayor shall declare the result.
2. It shall be in order for any Commission member voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Commission. When a motion to reconsider fails, it cannot be renewed.

V. PUBLIC PARTICIPATION

A. General

1. Each regular and special Commission meeting agenda shall provide time for public comment.
2. ~~If requested by a member of the Commission, t~~The Mayor shall have discretion to allow a member of the public to speak at times other than during the time reserved for public comment.

B. Length of Presentation

Any person who addresses the Commission during the time set for public comment shall be limited to three minutes after giving his or her name and address as required below.

C. Addressing the Commission

When addressing the Commission, unless waived by the Mayor, a person shall state his or her name; and, once during the meeting, his or her physical home address, including municipality. The speaker shall address all remarks to the Mayor in a courteous tone. ~~No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.~~

D. Rules of Decorum

Meetings of the Commission shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Commission is retained at all times.

While any meeting of the Commission is in session, the following rules of decorum shall be observed:

1. Members of the Audience. No person in the audience at a Commission meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language; whistling, clapping, or stamping of feet; or other acts which disturb, disrupt, or otherwise impede the orderly conduct of the Commission meeting.
2. Persons Addressing the Commission. Each person who addresses the Commission at its meetings shall not utter loud, threatening, or abusive language, engage in a personal attack on a Commissioner, Officer or employee of the City that is unrelated to the manner in which he or she performs his or her duties, or engage in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Commission meeting.
3. Signs. Signs, banners, posters, or similar items not more than 18 inches long or 18 inches wide shall be permitted at Commission meetings, but cannot be waved, held over one's head, or generally moved in any other disorderly manner which disrupts, disturbs, or otherwise impedes the orderly conduct of the Commission meeting. This paragraph does not apply to exhibits,

displays, or visual aids used in connection with and during the presentation of a recognized speaker at a Commission meeting.

4. Enforcement. The rules of decorum set forth above shall be enforced by the police officer designated with the responsibility for maintaining order at the Commission meeting in the following manner:
 - a. Warning. The Mayor shall request that a person who is breaching Paragraph 1, 2, or 3 above be orderly and comply with the rules as outlined therein. If a sign size exceeds the permitted size, the sign shall be ordered to be removed.
 - b. Removal. If after receiving a warning from the Mayor, the person persists in disrupting, disturbing, or otherwise impeding the orderly conduct of the meeting, the Mayor or Commission designate shall order the person to leave the Commission meeting for the remainder of the meeting. If the person does not leave, the Mayor shall direct any police officer designated as the sergeant-at-arms of the Commission to remove that person from Commission Chambers and City Hall.

VI. ELECTRONIC MEETINGS

A. Participation in Electronic Meetings

Commissioners may participate in Commission meetings by electronic means only to accommodate absence due to military duty.

B. Conduct of Electronic Meetings.

1. Two-Way Communication. Any electronically-held meeting will be conducted in a manner that permits two-way communication so that Commissioners can hear and be heard by one another, and so that the public participants can hear and be heard by the Commissioners and other public participants during the Public Comment period. The City may use technology to facilitate typed public comments submitted by members of the public participating in the electronically held meeting that shall be read to or shared with the Commissioners and other participants.
2. Physical Place. As permitted by the Open Meetings Act, a physical place is not required for an electronically held meeting. Commissioners and members of the public participating electronically in a meeting that occurs in a physical place are considered present and in attendance at the meeting for all purposes. For a meeting at which Commissioners are physically absent due to military duty or a medical condition and who are being accommodated by remote participation, all other Commissioners must be physically present at the meeting to be able to participate.

3. Commissioner Participation. A Commissioner who anticipates their physical absence from a Commission meeting as allowed by the Open Meetings Act may request accommodation of their absence to permit their remote participation in and voting on Commission business by two-way telephonic or video conferencing communication. A City Commissioner who desires to attend a meeting remotely shall inform the City Manager at least 24 hours before the meeting so as to permit any necessary technology to be put in place to accommodate participation by the absent member. Commissioners attending a meeting remotely may fully participate in the meeting, including voting and attendance in any closed session. Any Commissioner attending a meeting remotely must publicly announce at the outset of the meeting that the Commissioner is attending the meeting remotely. If the Commissioner is attending the meeting remotely for a purpose other than military duty, the Commissioner's announcement must identify the city, township, village or county and state from which the Commissioner is attending the meeting
 - b. How members of the public may participate in the electronically held meeting (including a telephone number, internet address or other specific means to participate);
 - c. How members of the public may contact Commissioners to provide input or ask questions on any business that will come before the Commission at the meeting; and
 - d. How persons with disabilities may participate in the electronic meeting.
5. Closed Session. Members of the general public otherwise participating in an electronically held Commission meeting are excluded from participation in a closed session of the Commission that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act.

VII. MISCELLANEOUS

A. Adoption and Amendment of Rules of Procedure

1. These Rules of Procedure of the Commission will ~~usually~~ be placed on the City Commission agenda for review and adoption ~~as needed at the first meeting of the Commission following the seating of the newly elected Commission members~~. A copy of the Rules adopted shall be distributed to each Commission member.
2. The Commission may alter or amend its rules at any time, when not in conflict with the City Charter, by a vote of a majority of its members after notice has been given of the proposed alteration or amendment.

B. Suspension of Rules

The rules of the Commission may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that Commission actions shall conform to state statutes and to the Michigan and the United States Constitutions.

C. Bid Awards

Bids will be awarded by the Commission during regular or special meetings. A bid award may be made at a special meeting of the Commission if that action is announced in the notice of the special meeting.

D. Committees

1. Standing and Special Committees of the Commission

a. There shall be no standing committees of the Commission.

b. The Commission may create a subcommittee of up to three members to examine a specific subject for a specific period of time.

2. Citizen Task Forces

Citizen task forces may be established by a motion of the Commission which specifies the task to be accomplished and the date of its dissolution.

Members of such committees will be appointed by the Mayor, subject to approval by a majority vote of the Commission, and must be residents of the City of Marquette. Vacancies will be filled by majority vote of the Commission in the same way appointments are made.

3. Ad Hoc Committee

Ad Hoc committees may be formed for a specific purpose and for a specific period of time as approved by the City Commission. A broad diversity of experts and/or interests may be represented on an Ad Hoc committee.

Members of such committees will be appointed by the Mayor, subject to approval by a majority vote of the Commission. Only a majority of ad hoc committee members need to be City residents.

E. Performance Review of City Manager and City Attorney

The Commission will annually review the performance of the City Manager and City Attorney, and establish appropriate goals and objectives to be considered during the next performance review period.

**CITY OF MARQUETTE, MICHIGAN
CITY COMMISSION POLICY**

Policy Number: 2003-01	Revision Date(s): 11/24/2003 11/25/2013 11/14/2005 12/8/2014 11/28/2005 2/9/2015 6/26/2006 11/30/2015 11/27/2006 11/28/2016 11/12/2007 11/27/2017 1/14/2008 5/29/2018 11/24/2008 12/17/2018 12/22/2008 12/16/2019 11/30/2009 11/30/2020 11/29/2010 1/11/2021 12/19/2011 1/10/2022 12/17/2012 1/30/2023
Date Adopted: June 30, 2003	
Department: Administrative	

SUBJECT: **COMMISSION RULES OF PROCEDURE**

PURPOSE: These Rules of Procedure help the Commission to run an efficient meeting and to deal with the public and the media in a positive manner. When not in conflict with the City Charter, they may be revised by majority action of the City Commission.

POLICY:

I. REGULAR AND SPECIAL MEETINGS

All meetings of the Marquette City Commission will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with the following rules:

A. Regular Meetings

Per City Charter, the Commission shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month (Charter 2-6). Commission meetings shall conclude no later than 10:00 p.m., subject to extension by the Commission.

B. Special Meetings

1. Special meetings shall be called by the Clerk on the written request of the Mayor, the City Manager, or any three members of the Commission on at least 18 hours written notice to each member of the Commission, either sent electronically, served personally, or left at their usual place of residence. Nothing in this section shall bar the Commission from meeting in an emergency session in the event of a severe and imminent threat to the

health, safety, or welfare of the public if all members of the Commission are present or have waived notice thereof in writing (Charter 2-7(a)).

2. No business shall be transacted at any special meeting of the Commission unless the same has been stated in the notice of such meeting. However, any business which may lawfully come before a regular meeting may be transacted at a special meeting if all the members of the Commission present consent thereto and all the members absent file their written consent (Charter 2-7(b)).

C. Posting Requirements for Regular and Special Meetings

1. No later than the first day of January each year the City Commission shall provide public notice stating the dates, times, and places of its regular meetings.
2. For a rescheduled regular or special meeting of the Commission, a public notice stating the date, time, and place of the meeting shall be posted at the City Hall at least 18 hours before the meeting, and sent to the news media which have requested such notification. The notice described above is not required for a meeting of the Commission in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members of the Commission determine that delay would be detrimental to the City's efforts in responding to the threat.

D. Minutes of Regular and Special Meetings

1. The Clerk or designee shall attend the Commission meetings and record all the proceedings and resolutions of the Commission in accordance with the Charter and the Open Meetings Act. In the absence of the Clerk or designee, the Commission may appoint one of its own members or another person to temporarily perform the Clerk's duties. Meetings may be broadcast live, including on government access channel 191, and made available for viewing after the meeting via the City website.
2. The Clerk shall prepare the Official Proceedings of each Commission meeting as required by the Charter 2-10(1), which shall be the minutes required by the Open Meetings Act. Approved minutes shall be available for public inspection not later than five business days after the meeting at which the minutes are approved by the public body.
3. The Clerk shall also prepare a summary of the minutes showing the substance of each separate proceeding of the Commission and shall indicate the vote of the Commission members. The summary shall be published within ten days of the meeting in a newspaper of general circulation in the City of Marquette (Charter 2-10(4)).

4. A copy of the minutes of each regular or special Commission meeting shall be available for public inspection at the City Clerk's office during regular business hours and on the City website.

E. Work Sessions

Upon the call of the Mayor or the Commission, and with appropriate notice to the Commission members and the public, the Commission may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Commission member enter into a formal commitment with another member regarding a vote to be taken subsequently.

II. CONDUCT OF MEETINGS

A. Meetings to be Public

1. All regular and special meetings of the Commission shall be open to the public, and all persons shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Commission may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.
2. All official meetings of the Commission and its committees shall be open to the media, freely subject to recording by audio-visual means at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

B. Agenda Preparation

1. An agenda for each regular Commission meeting shall be prepared by the City Manager in consultation with the Mayor and not more than two Commissioners, with the following order of business:
 - a. Call to order, pledge of allegiance, and roll call of the Commission
 - b. Approval of Agenda
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 - d. Boards and Committees Welcome/Appointments/Reappointments/Recognition of Outgoing Members
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 - f. Presentations
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 - h. Consent Agenda
 - i. Unfinished Business. Unfinished Business is intended for items that were on a previous meeting agenda.
 - j. New Business. New Business is intended to introduce a new topic and should be the time when Commissioners ask questions or seek other clarifications. If further information is required, the item can be moved to "Unfinished Business" for an upcoming meeting, by a majority vote of the Commission.

- k. Public Comment. May not exceed three minutes per person.
 - l. Comments from the Commission
 - m. Comments from the City Manager
 - n. Adjournment
- 2. Any Commission member shall have the right to add items to the regular agenda, provided support from one additional Commission member is obtained.
 - 3. Any Commission member shall have the right to remove items from the regular agenda by a majority vote of the Commission.

C. Consent Agenda

A consent agenda may be used to allow the Commission to act on numerous administrative or non-controversial items at one time. Included on this agenda can be non-controversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, proclamations, bid awards, contract approvals, lease agreements, recurring business, etc. Upon request by any one (1) member of Commission, an item shall be removed from the consent agenda and placed on the regular agenda for discussion.

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E. Quorum

A majority of the members of the Commission in office at the time shall constitute a quorum for the transaction of business at all Commission meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date and in the absence of all members, the Clerk may adjourn any meeting for not longer than one week (Charter 2-8).

F. Attendance at Commission Meetings

- 1. Election/appointment to the City of Marquette Commission is a privilege freely sought by the nominee/applicant. It carries with it the responsibility to participate in Commission activities and represent the residents of the City of Marquette. Attendance at Commission meetings is critical to fulfilling this responsibility.
- 2. Any two or more members of the Commission may by vote either request or compel the attendance of its members and other officers of the City at any meeting. Any member of the Commission or other officer who when notified

of such request for their attendance fails to attend such meeting for reasons other than confining illness or absence from Marquette County shall be deemed guilty of misconduct in office, unless excused by the Commission. The presiding officer shall enforce orderly conduct at meetings and any member of the Commission or other officer who shall fail to conduct himself in an orderly manner at the meeting shall be deemed guilty of misconduct in office (Charter 2-9(a)).

G. Presiding Mayor

The Mayor shall be responsible for enforcing these Rules of Procedure and for enforcing orderly conduct at meetings, whether held in person or electronically (in whole or in part as allowed by the Open Meetings Act), including if the Mayor is the only remote participant. In the absence or disability of the Mayor, the Mayor Pro-tem shall perform the duties of mayor. In the absence or disability of both, the Commission may designate another of its members to serve as acting mayor.

III. CLOSED MEETINGS

A. Purpose

Closed meetings, which must be approved by vote at an open meeting, may be held only for the reasons authorized in the Open Meetings Act.

B. Minutes of Closed Meetings

A separate set of minutes shall be taken by the Clerk or the designated secretary of the Commission at the Closed Session. These minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

IV. DISCUSSION AND VOTING

A. Rules of Parliamentary Procedure

1. In order to facilitate the running of an efficient and orderly meeting, the rules of parliamentary practice as found in the latest edition of Robert's Rules of Order will be used for guidance by the Commission, provided that they are not in conflict with these Rules of Procedure, City ordinances, the City Charter, or applicable statutes. No action taken by the Commission in good faith shall be deemed invalid by reason of the Commission's failure to adhere strictly to Robert's Rules of Order or these Rules of Procedure. The Mayor may appoint a parliamentarian.
2. The Mayor shall preserve order and decorum and may speak to points of order in preference to other Commission members. The Mayor shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Commission members present.

3. Any member may appeal to the Commission a ruling of the Mayor. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the Mayor may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the Mayor be sustained?" If the majority of the members present vote "Yes", the ruling of the Mayor is sustained; otherwise it is overruled.

B. Conduct of Discussion

1. During discussion and debate, no person shall speak until recognized for that purpose by the Mayor. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the Mayor, maintain a courteous tone and avoid interjecting a personal note into debate.
2. No member shall speak more than once on the same question unless every member desiring to speak to that question shall have had the opportunity to do so.
3. The Mayor, at his or her discretion and subject to the appeal process described in A. 4. above, may permit any person to address the Commission during its deliberations.

C. Ordinances and Resolutions

1. No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.
2. A vote on all ordinances and resolutions shall be taken by roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by Commission rules.

D. Roll Call

In all roll call votes, the names of the members of the Commission shall be called in rotating order as determined by the Clerk.

E. Duty to Vote

Election to a deliberative body carries with it the obligation to vote. Commission members present at the Commission meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law or Charter.

1. Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the City Attorney shall be binding on

the Commission with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the City Attorney. No member of the Commission shall vote on any question concerning their own conduct (Charter 2-10(3)).

2. On all other questions each member who is present shall vote when their name is called unless excused by the unanimous consent of the remaining members present. Any member refusing to vote except when not so required by this paragraph shall be guilty of misconduct in office (Charter 2-10(3)).
3. The right to vote is limited to the members of the Commission present at the time the vote is taken. Voting by proxy is not permitted.
4. All votes must be held and determined in public; no secret ballots are permitted.
5. Prior to calling for a vote, the Mayor should state the question being voted upon.

F. Results of Voting

1. In all cases where a vote is taken, the Mayor shall declare the result.
2. It shall be in order for any Commission member voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Commission. When a motion to reconsider fails, it cannot be renewed.

V. PUBLIC PARTICIPATION

A. General

1. Each regular and special Commission meeting agenda shall provide time for public comment.
2. The Mayor shall have discretion to allow a member of the public to speak at times other than during the time reserved for public comment.

B. Length of Presentation

Any person who addresses the Commission during the time set for public comment shall be limited to three minutes after giving his or her name and address as required below.

C. Addressing the Commission

When addressing the Commission, unless waived by the Mayor, a person shall state his or her name; and, once during the meeting, his or her physical home address, including municipality. The speaker shall address all remarks to the Mayor in a courteous tone.

D. Rules of Decorum

Meetings of the Commission shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Commission is retained at all times.

While any meeting of the Commission is in session, the following rules of decorum shall be observed:

1. **Members of the Audience.** No person in the audience at a Commission meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language; whistling, clapping, or stamping of feet; or other acts which disturb, disrupt, or otherwise impede the orderly conduct of the Commission meeting.
2. **Persons Addressing the Commission.** Each person who addresses the Commission at its meetings shall not utter loud, threatening, or abusive language, engage in a personal attack on a Commissioner, Officer or employee of the City that is unrelated to the manner in which he or she performs his or her duties, or engage in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Commission meeting.
3. **Signs.** Signs, banners, posters, or similar items not more than 18 inches long or 18 inches wide shall be permitted at Commission meetings, but cannot be waved, held over one's head, or generally moved in any other disorderly manner which disrupts, disturbs, or otherwise impedes the orderly conduct of the Commission meeting. This paragraph does not apply to exhibits, displays, or visual aids used in connection with and during the presentation of a recognized speaker at a Commission meeting.
4. **Enforcement.** The rules of decorum set forth above shall be enforced by the police officer designated with the responsibility for maintaining order at the Commission meeting in the following manner:
 - a. **Warning.** The Mayor shall request that a person who is breaching Paragraph 1, 2, or 3 above be orderly and comply with the rules as outlined therein. If a sign size exceeds the permitted size, the sign shall be ordered to be removed.
 - b. **Removal.** If after receiving a warning from the Mayor, the person persists in disrupting, disturbing, or otherwise impeding the orderly conduct of the meeting, the Mayor or Commission designate shall order the person to leave the Commission meeting for the remainder of the meeting. If the person does not leave, the Mayor shall direct any police officer designated as the sergeant-at-arms of the Commission to remove that person from Commission Chambers and City Hall.

VI. ELECTRONIC MEETINGS

A. Participation in Electronic Meetings

Commissioners may participate in Commission meetings by electronic means only to accommodate absence due to military duty.

B. Conduct of Electronic Meetings.

1. Two-Way Communication. Any electronically-held meeting will be conducted in a manner that permits two-way communication so that Commissioners can hear and be heard by one another, and so that the public participants can hear and be heard by the Commissioners and other public participants during the Public Comment period. The City may use technology to facilitate typed public comments submitted by members of the public participating in the electronically held meeting that shall be read to or shared with the Commissioners and other participants.
2. Physical Place. As permitted by the Open Meetings Act, a physical place is not required for an electronically held meeting. Commissioners and members of the public participating electronically in a meeting that occurs in a physical place are considered present and in attendance at the meeting for all purposes. For a meeting at which Commissioners are physically absent due to military duty or a medical condition and who are being accommodated by remote participation, all other Commissioners must be physically present at the meeting to be able to participate.
3. Commissioner Participation. A Commissioner who anticipates their physical absence from a Commission meeting as allowed by the Open Meetings Act may request accommodation of their absence to permit their remote participation in and voting on Commission business by two-way telephonic or video conferencing communication. A City Commissioner who desires to attend a meeting remotely shall inform the City Manager at least 24 hours before the meeting so as to permit any necessary technology to be put in place to accommodate participation by the absent member. Commissioners attending a meeting remotely may fully participate in the meeting, including voting and attendance in any closed session. Any Commissioner attending a meeting remotely must publicly announce at the outset of the meeting that the Commissioner is attending the meeting remotely. If the Commissioner is attending the meeting remotely for a purpose other than military duty, the Commissioner's announcement must identify the city, township, village or county and state from which the Commissioner is attending the meeting
 - b. How members of the public may participate in the electronically held meeting (including a telephone number, internet address or other specific means to participate);

- c. How members of the public may contact Commissioners to provide input or ask questions on any business that will come before the Commission at the meeting; and
 - d. How persons with disabilities may participate in the electronic meeting.
5. Closed Session. Members of the general public otherwise participating in an electronically held Commission meeting are excluded from participation in a closed session of the Commission that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act.

VII. MISCELLANEOUS

A. Adoption and Amendment of Rules of Procedure

1. These Rules of Procedure of the Commission will be placed on the City Commission agenda for review and adoption as needed. A copy of the Rules adopted shall be distributed to each Commission member.
2. The Commission may alter or amend its rules at any time, when not in conflict with the City Charter, by a vote of a majority of its members after notice has been given of the proposed alteration or amendment.

B. Suspension of Rules

The rules of the Commission may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that Commission actions shall conform to state statutes and to the Michigan and the United States Constitutions.

C. Bid Awards

Bids will be awarded by the Commission during regular or special meetings. A bid award may be made at a special meeting of the Commission if that action is announced in the notice of the special meeting.

D. Committees

1. Standing and Special Committees of the Commission
 - a. There shall be no standing committees of the Commission.
 - b. The Commission may create a subcommittee of up to three members to examine a specific subject for a specific period of time.
2. Citizen Task Forces

Citizen task forces may be established by a motion of the Commission which specifies the task to be accomplished and the date of its dissolution. Members of such committees will be appointed by the Mayor, subject to approval by a majority vote of the Commission, and must be residents of the

City of Marquette. Vacancies will be filled by majority vote of the Commission in the same way appointments are made.

3. Ad Hoc Committee

Ad Hoc committees may be formed for a specific purpose and for a specific period of time as approved by the City Commission. A broad diversity of experts and/or interests may be represented on an Ad Hoc committee.

Members of such committees will be appointed by the Mayor, subject to approval by a majority vote of the Commission. Only a majority of ad hoc committee members need to be City residents.

E. Performance Review of City Manager and City Attorney

The Commission will annually review the performance of the City Manager and City Attorney, and establish appropriate goals and objectives to be considered during the next performance review period.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

New Business

Requests to Purchase City-owned Property - 601 South Lakeshore Boulevard

BACKGROUND:

The City has received multiple offers to purchase the City-owned parcel of land located at 601 S. Lakeshore Blvd:

1. Marquette Opportunity, LLC - April 5, 2022 with reaffirmed interest in January 2023
2. ABROS - November 21, 2022
3. MCFCU - January 25, 2023

These proposals are consistent with the Community Master Plan Future Land Use Map and consistent with the RRC Certified City Economic Development Plan goal of improving and diversifying the tax base.

Before any formal evaluation of the proposals is established, the City Manager is seeking affirmation in the interest of the City Commission to sell the property for the creation of additional tax base.

If the Commission so desires, the City Manager will lead an evaluation of the proposals.

FISCAL EFFECT:

TBD based upon negotiation. It is anticipated that a multi-million dollar project such as a hotel would generate significant tax revenue annually at build out.

RECOMMENDATION:

Affirm to sell the property for tax creation and direct the City Manager to further evaluate proposals and present a recommendation to the City Commission.

ALTERNATIVES:

Defer further action until the Community Master Plan update has been completed in late 2023 or as otherwise determined by the Commission.

ATTACHMENTS:

Description

- ▣ Marquette Opportunity LLC LOI
- ▣ ABRO LOI

▢ MCFCU LOI

April 5, 2022

Ms. Karen Kovacs
City Manager, City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

Re: Interest in Purchase City Property
Corner of US 41 and S Lakeshore Blvd (Parcel No. 52-52-005-105-71)

Dear Ms. Kovacs:

Please accept this letter on behalf of Marquette Opportunity, LLC of its interest in purchasing certain property owned by the City located on the Corner of US 41 and S. Lakeshore Blvd., being part of Parcel No. 52-52-005-105-71 and more specifically identified in the attached map. We have also included a proposed legal description for this Parcel.

Marquette Opportunity completed the construction of the Fairfield Inn & Suites on the property located to the north on the lands known as Founder's Landing Parcel 2. The Fairfield Inn is open and operating providing hospitality services to the community. This development has significantly improved the aesthetics of this area and brought additional economic benefit to the City and the Community, by offering visitors and residents additional hospitality options and an anchor business to spur additional business development. We would anticipate the use of the property located on the corner of US 41, in a manner very similar to our development of the Founder's Landing 2 parcel, with a similar level of investment in the community and this project between \$12-14 million. We envision the development of this parcel to further improve this area which is a gateway to the City for both residents and visitors and would offer direct benefit to the community and surrounding business. The development would also be mindful of the importance of the area and the access that it provides to both residents and visitors to the waterfront.

It is hoped that we will be able to explore with you and the City our potential purchase of this parcel under terms similar to our purchase of the Founder's Landing parcel upon which we have successfully completed and are operating the Marquette Fairfield Inn & Suites. We thank you and the city for consideration of our request and look forward to continuing to pursuing this request. If there are any questions, please do not hesitate to contact us at any time.

Very Truly Yours,

MARQUETTE OPPORTUNITY, LLC



Frederic Heller, Manager

Letter of Intent

This is a nonbinding agreement between the buyers and sellers of a 2.8 acre +/- parcel of vacant land on S Lakeshore Boulevard in the City of Marquette MI, illustration attached. Including a nonexclusive easement running parallel to and Eastly of the Iron Ore Heritage trail to the water's edge.

The intent of this nonbinding agreement is to facilitate a purchase agreement between the parties leading to a sale with the preliminary terms outlined below.

The purchase price is to be determined by a MAI Appraisal; the cost of which will be split equally between seller and buyer if a closing occurs or entirely by buyer if buyer elects not to purchase the property based upon the outcome of the appraisal or entirely by seller if the seller elects not to sell the property based upon the outcome of the appraisal.

Buyer and seller acknowledge that some contamination will likely need be mitigated on the site when the phase three environmental assessment is completed and seller agrees to reduce the final sales price by the cost of mediation.

Buyer agrees to not request any brownfield monies for their project from the City of Marquette.

\$25,000 deposit to be held by a mutually agreeable title insurance company.

Seller will pay for survey, an owner's policy of title insurance, deed preparation, revenue tax, prorated taxes, any delinquent taxes or liens of any kind that encumber property at closing.

Buyer will pay for recording fees, financing fees if any, and real estate commission.

Title insurance closing fee to be split 50/50 between seller and buyer.

Offer is subject to buyer receiving permission from all entities necessary to complete their intended project on site within 180 days. Closing to occur within 90 days after all contingencies have been removed.

Andy Abro 11/21/22
Marquette Resorts Suites, LLC

City of Marquette, MI

RE/MAX 1st Realty

100 GENESEE STREET LLC

Fair Field Lk SH

South Lk SH

2.80 acres

72.5 yd

50.6 yd

223.0 yd

68.1 yd

South Front St

SEAFINIS LLC

Undo

Drop Point

Easement Area

Area 10/26/22 11:07

Total Perimeter
647.0 yd

FW: Property

Karen Kovacs <kkovacs@marquettetmi.gov>

Wed 1/25/2023 2:51 PM

To: Sean Hobbins <shobbins@marquettetmi.gov>; Dennis Stachewicz <dstachewicz@marquettetmi.gov>

From the Marquette Community Federal Credit Union.

From: Jim Lori <JLori@MarquetteComm.org>

Sent: Wednesday, January 25, 2023 12:26 PM

To: Karen Kovacs <kkovacs@marquettetmi.gov>

Subject: Property

Hi Karen –

As we discussed on the phone this morning I am sending you this email on behalf of Marquette Community Federal Credit Union to express an interest in the possible purchase of the City owned property in South Marquette. The Credit Union has been exploring relocation and/or expansion options and that particular piece of property was brought to our attention. We had our architects do a preliminary drawing (which I believe you are in possession of) to determine the maximum size building that would fit on that property and it appears it would suffice for our requirements. Please let me know if there is anything further you need. I would just like to add that the Credit Union has been in Marquette serving the community since 1952 and would appreciate the opportunity to discuss this possibility should the decision be made by the City to sell.

Thank you.

Jim Lori, CEO
906-228-9850, ext 201
906-361-6131

Marquette Community Federal Credit Union
1230 W Washington Street
Marquette, MI 49855

www.marquettecomm.org

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Marquette Community Federal Credit Union, 1230 W Washington, Marquette, MI 49855

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

New Business

Marquette County Central Dispatch Policy Board Appointment

BACKGROUND:

The Marquette County Central Dispatch Policy Board has a vacancy due to the resignation of Commissioner Jess Hanley.

This Marquette County Central Dispatch Policy Board serves as an advisory board of the Marquette County Board of Commissioners, and is established under state law.

The board bylaws stipulate that one member shall be a "representative of the City of Marquette", appointed by the County Board, based on a recommendation from the City.

In the past, the City Commission has typically appointed one of their own members to serve as the Marquette City Designee on this Board. Previous City Commission members who have served typically have had transportation, law enforcement or fleet management/response experience.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the Mayor to nominate a City representative for the Policy Board for a term ending December 31, 2023.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/30/2023

New Business **City Commissioner Appointment**

BACKGROUND:

A City Commission vacancy was created, effective January 10, following the resignation of Commissioner Evan Bonsall.

Under the provisions of the Marquette City Charter, the City Commission has 60 days in which to fill a vacancy via appointment. The Commission voted unanimously on January 9 to accept applications from all interested parties and to consider the applications and appoint a new Commissioner at tonight's meeting.

The application was made available on the City website and by mail to interested parties. Applications were accepted from January 10 until 4 p.m. on January 24. In that time, the City Clerk received seven applications from interested parties.

The applicants, listed alphabetically, are:

- Peter Frazier
- Cary Gottlieb
- Michael Larson
- James Rankin
- Tony Tollefson
- Jen Tucker
- Nina van den Ende

All applications are attached, and all applicants have been verified by staff and meet the eligibility requirements stipulated by City Charter.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Utilize paper ballots to arrive at a consensus in order to appoint a new City Commissioner.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Frazier
- ▣ Gottlieb
- ▣ Larson
- ▣ Rankin
- ▣ Tollefson
- ▣ Tucker
- ▣ van den Ende



2022 application used, per Mr. Frazier's
request.
-Kyle

Application for Appointment to City Commission Vacancy

1. Legal Name: (First) Peter Middle Whire (Last) Frazier

2. Driver's License Number: [REDACTED]

3. Email Address: [REDACTED]

4. Home Address: [REDACTED]

City: Mar State: MI ZIP: 49857

5. Phone Number: [REDACTED]

6. Occupation: conservation

7. Business Name: Associated Concrete

8. Business Phone: [REDACTED]

9. Business Address: 14 Industrial Park Dr.

City: Nagavore State: MI ZIP: 49866

10. Are you a registered voter in the City of Marquette? ☒ Yes ☐ No

11. Have you been a City resident for at least 12 months? ☒ Yes ☐ No

12. Are you currently in default to the City of Marquette? ☐ Yes ☒ No

13. Are you elected to any City Commissioner (including by marriage)? ☐ Yes ☒ No

14. Do you have any pending litigation against the City? ☐ Yes ☒ No

15. Are you currently serving, or have you served, on any City board or committee? ☒ Yes ☐ No

a. If yes, please describe:

Presque Board PIPAC, 911 com.tee
City Comm. 6 yrs
Used to help with Moring
Was involed playground for All pradei

16. Please describe your education/credentials:

equipment Management Ferris State
knew Mayors last 10 yrs +
Was involed with city for 9 yrs
3 yrs Pipea, 6 yrs City commission, Involved with Basic's
park help, knew History of most Developments

17. What are your professional activities the relate to the City Commission?

Commissioner 6 yrs prior
Always open to Residents questions. Deal with
Hostal residents and concerns, worked to resolve problem

18. What community activities are you involved in that relate to the City Commission?

Arts
Park Advice use + suggesting

19. What talents/experience would you bring to the City Commission?

6 yrs commissioner experience
knew last 3 city Managers

20. Are there any other comments/information you wish to provide to the Mayor and City Commissioners?

Friends with former + current Fireman
know Police chief

21. Please provide a statement on why you are interested in serving on the City Commission:

Miss being involved, like to know whos going on
Always available for residents questions

22. Are you involved in any personal, professional or business pursuit that would impact your ability to make fair and impartial recommendations as a member of the City Commission? ☐ Yes ☒ No
23. Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings of the City Commission? ☒ Yes ☐ No

Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Deier White Frazier
Signature of Applicant

Date

Return applications to the Marquette City Clerk via email at clerk@marquettemi.gov, in person at City Hall or by mail to: City Clerk, 300 West Baraga Avenue, Marquette MI 49855.

To be considered, applications must be received no later than 4 p.m. on Thursday, December 8.

City of Marquette Commission Application

Applicant Name as it Appears on License

Cary Allan Gottlieb

Driver's License Number:

[REDACTED]

Home Address

[REDACTED]

Marquette, Michigan
United States

Home Phone

[REDACTED]

Email

[REDACTED]

Occupation

Physician (pathologist)

Business Name

Northern Star Pathology, PC

Business Phone

[REDACTED]

Business Address

[REDACTED]

Marquette, Michigan
United States

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

Yes

Please list and give approximate dates of board/committee service.

I have served on the Parks and Recreation Advisory Committee, serving as Chairperson for several years. I was on the committee from approximately 2011-2018.

Please describe your education/credentials:

Bachelors of Science in microbiology and psychology, Michigan State University.

Medical Doctorate, Wayne State University.

Residency and Fellowship in Anatomic, Clinical, and Cytopathology, Henry Ford Hospital.

Pathologist and Medical Director at multiple hospitals in the Upper Peninsula, currently Medical Director at OSF St. Francis Hospital (2006-present).

What are your professional activities that relate to the City Commission?

I have, during my career, served on numerous committees, serving such roles as President of the Medical Staff (OSF St. Francis Hospital, 5 years), Vice-President of the Medical Staff, on the Medical Executive Committee at multiple hospitals, and numerous quality committees at many hospitals in the Upper Peninsula, including ones that have worked on By-law rewrites.

What community activities are you involved in that relate to the City Commission?

I have served on the Parks and Recreation Advisory Board, have been involved in the Superiorland Ski Club, am one of the founders of the Noquemanon Ski Marathon, and have been on the Noquemanon Trail Network (NTN) for approximately 17 years. I have served as treasurer for approximately 12 years and President for 5. I have been Treasurer/Board member for my local religious organization (Temple Beth Shalom) for approximately 25 years. I am an obsessive user of the local single track trails (running, biking, snowbiking, and snowshoe running), the cross country ski trails, and Lake Superior (distance swimming). I am currently heading up the Marquette Lake Street Association, which is trying to arrange burying power cables on Lake St. With my leadership we have raised \$100,000 for the project so far.

What talents or experience would you bring to the City Commission?

My knowledge of, dedication to, and support of what Marquette offers in outdoors recreation would be an asset as Marquette continues to grow in this area. I, along with another Board member at NTN, orchestrated a Capital Campaign that raised over \$800,000. I helped orchestrate the purchase from the City of a portion of the Heartwood trails, expansion of our Forestville Trailhead, purchase of a \$250,000 piece of grooming equipment. More importantly, during my Presidency at NTN we've seen trail use and trail development grow.

My knowledge of the health care field would also be an asset given the changes we are currently seeing in the City, and those I anticipate coming soon. I have experience in working with a committee structure, having served both as a member and as a Chairperson/Presidential role.

I was instrumental, working with a small committee, in bringing Temple Beth Shalom to Marquette 5 years ago. While this is a small religious organization, we have helped diversify the community and brought life back to a large vacant beautiful building downtown.

Please provide a statement on why you are interested in serving on the City Commission

I have long been interested in being on the City Commission. I want to make this City one of the most livable in the State. We are in a changing climate, economy, and health environment. I think my credentials would be helpful on the City Commission. For selfish reasons (it is my, my wife's, and my friend's home), and, not to sound over the top, I believe we all have a responsibility to our community, I want to be part of the Commission. I have recently stepped down from my position as President of NTN, allowing time to pursue this new opportunity. Lastly, I must admit, I love politics. I think this could be a growing opportunity for me, to get involved in a political situation and see "how the sausage is made."

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member the City Commission?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

No **This answer should be "Yes", per follow-up from Mr. Gottlieb.**
- Kyle

Signature



Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

01/23/2023

City of Marquette Commission Application

Applicant Name as it Appears on License

Michael J Larson

Driver's License Number:

[REDACTED]

Home Address

[REDACTED]

Marquette, Michigan
United States

Home Phone

[REDACTED]

Email

[REDACTED]

Occupation

Assistant Director

Business Name

Michigan Energy Options

Business Phone

(906) 226-1136

Business Address

405 Grove St
East Lansing, Michigan
United States

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

Yes

Please list and give approximate dates of board/committee service.

Marquette Planning Commission: 2017-present

Board of Zoning Appeals 2017-2019

Please describe your education/credentials:

I earned a Master of Public Administration degree in 2009, a Graduate Certificate in Facilitation and Training in 2011, and a bachelor Science in Public Relations in 2003.

What are your professional activities that relate to the City Commission?

I currently work in the clean energy industry supporting the adoption of energy/sustainability planning and implementation of renewable energy technologies. Given the city's efforts and interest in a smart clean energy future, I believe that my knowledge base will be relevant and useful.

What community activities are you involved in that relate to the City Commission?

I currently serve as the vice chair of the Planning Commission. The Planning Commission's bi-weekly work is inherently linked to the City Commission by having a lead role in the oversight and approval of allowable land uses in the city. The planning commission routinely makes recommendations to the city commission on issues such as the rezoning of parcels, Land Development Code Amendments, and importantly the upkeep and delivery of the City Master Plan.

What talents or experience would you bring to the City Commission?

I have 11 years of clean energy industry knowledge, including energy planning, efficiency project implementation, and work on emerging topics such as Electric Vehicle infrastructure. These topics are becoming increasingly important to community identity and desirability and will be at the forefront of minds as our state moves to adopt renewable energy while reducing energy consumption.

In addition, my nearly six years on the city planning commission and two years on board of zoning appeals has exposed me to a wide variety of community land use topics of concern. This exposure comes with seeing, learning, and knowing the potential polarization of issues that the community faces. I understand what it is to have issues before me with real consequence and aim to use my knowledge of public administration, the community, and city code to make fair and reasoned decisions across a variety of issues.

Any other comments or information you wish to provide to the Mayor and City Commissioners?

I have enjoyed the time I have served on the Planning Commission and Board of Zoning appeals and appreciate your consideration for the opportunity to continue to serve the City of Marquette in a new capacity.

Please provide a statement on why you are interested in serving on the City Commission

I volunteered to join the Planning Commission nearly six years ago and have found great satisfaction in my service. I believe in local government and its power to improve the quality of life for its citizens. As a lifelong Yooper raising my family in Marquette, I am invested in our community and want to be a part of the process that shapes Marquette's prosperous future. If I'm fortunate enough to serve the Marquette community in this capacity, I am prepared to learn from and work with my fellow commissioners and residents on the issues facing our community today.

Uploads

- [Larson-Resume-1.23.23.pdf](#)

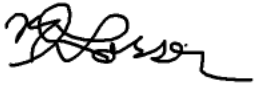
Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member the City Commission?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

Yes

Signature

A handwritten signature in black ink, appearing to be "M. L. S.", written in a cursive style.

Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

01/24/2023

City of Marquette Commission Application

Applicant Name as it Appears on License

James Clyde Rankin Mr.

Driver's License Number:

[REDACTED]

Home Address

[REDACTED]

Marquette, Michigan
United States

Home Phone

[REDACTED]

Email

[REDACTED]

Occupation

Retired Corrections Supervisor/ Delivery Driver

Business Name

Peninsula Pharmacy

Business Phone

(906) 225-3902

Business Address

1414 W. Fair Ave
Marquette, Michigan
United States

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

No

Please describe your education/credentials:

I am a graduate of Northern Michigan University (2001) Majoring in Criminal Justice, Minor in Political Science.
I have been a resident of Marquette for 55 years and see and hear from the residents of Marquette are concerned about in our city and what they would like to see the future of Marquette to be,
I have observed the housing shortage and condition of many of the rental units in Marquette that need to be addressed.

What are your professional activities that relate to the City Commission?

I am a retired Corrections Supervisor that is currently working for Peninsula Pharmacy which provides me with a view of the entire city and interact with the wide diverse residents of the city.

What community activities are you involved in that relate to the City Commission?

None at this time.

What talents or experience would you bring to the City Commission?

In my current position of delivering prescriptions through out the city of Marquette provides me the opportunity to to interact with the diverse citizens living in Marquette and discuss the issues that concern them most.
I believe that everyone's voice should be heard but, not everyone feels comfortable speaking in a setting with an audience and televisions cameras. In a one one one setting, people open up and share their concerns and vision.
I like to actively listen to these people and be a voice for them in a a setting such as the City Commission.

Any other comments or information you wish to provide to the Mayor and City Commissioners?

I was involved in the Marquette County Youth Football League for over 20 years.
I was the President of the Marquette County Football League from 2011 - 2013

Please provide a statement on why you are interested in serving on the City Commission

I have been a long time resident of Marquette for 55 years. I would like to now be part of the City Commission to be a part of the growth of the City.
I believe that progress can be achieved with a diverse representation of the citizens of Marquette.
I am a person that when I see something that needs to be addressed, I will step up and work with anyone to achieve the desired goal.

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member the City Commission?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

Yes

Signature



Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

01/12/2023

City of Marquette Commission Application

Applicant Name as it Appears on License

Tony Edward Tollefson

Driver's License Number:

[REDACTED]

Home Address

[REDACTED]

Marquette, Michigan
United States

Home Phone

[REDACTED]

Email

[REDACTED]

Occupation

Retired

Business Name

None

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

Yes

Please list and give approximate dates of board/committee service.

City Commissioner 1999-2002 & 2003-2006

Please describe your education/credentials:

Northern Michigan University, B.S. Speech-Broadcasting, 1982; Michigan Teaching Certification, Secondary Ed., 1984; completed coursework at NMU for Master's Public Administration – did not submit file papers for degree.

What are your professional activities that relate to the City Commission?

Retired from Northern Michigan University after working in Communications Office, Academic Coordinator at U.S. Olympic Education Center, and Coordinator of International Students and Scholars. I had spent one summer (1977) working as Animal Control Officer, Marquette Police Dept., and several other summer/fall working Marquette Parks & Recreation. I am an U.S. Air Force Veteran having worked as Air Traffic Control Radar Repairman.

What community activities are you involved in that relate to the City Commission?

I have had experience with youth sports in Little League Baseball and Junior Hockey. Participated in various community clean-ups with Marquette Beautification and Restoration Committee. My wife and I hosted for Marquette Sister City. Co-chair of United Way of Marquette campaign. Previously served on the Forest Roberts Theatre Advisory Board.

What talents or experience would you bring to the City Commission?

I have served two terms as a City Commissioner and twice elected as Mayor. I have also represented Marquette off/on over the past three decades on the Marquette County Transit Authority Board.

Any other comments or information you wish to provide to the Mayor and City Commissioners?

Marquette is a wonderful place to live. I would be honored to assist in the further development and quality of life we have in our city.

Please provide a statement on why you are interested in serving on the City Commission

I enjoyed and was privileged to represent the people of Marquette previously. It would be an honor, once again, to work on issues for the continued success and quality of life for the people of Marquette.

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member the City Commission?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

Yes

Signature

Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

12/06/2022

City of Marquette Commission Application

Applicant Name as it Appears on License

Jen Tucker

Driver's License Number:

[REDACTED]

Home Address

[REDACTED]

Marquette, Michigan
United States

Home Phone

[REDACTED]

Email

[REDACTED]

Occupation

Community Development

Business Name

Michigan Economic Development Corporation

Business Phone

(906) 201-4367

Business Address

300 N Washington Square
Lansing, Michigan
United States

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

Yes

Please list and give approximate dates of board/committee service.

I am currently serving on the City Master Plan Steering Committee

Please describe your education/credentials:

Education

-MS Program completed (no degree), Eastern Michigan University -2008-2010
Urban and Regional Planning

-Bachelor of Science, Northern Michigan University -December 2004
Environmental Conservation, Outdoor Recreation

Other credentials

-Economic Development Finance Professional Certification
-Member of the Upper Peninsula Association of Realtors, Michigan Association of Realtors, and National Association of Realtors
-Experience in working in local government Community Development, DDA, and brownfield redevelopment

See attached for further detail

What are your professional activities that relate to the City Commission?

I work with local units of government, BRAs, DDAs, EDOs, and local/regional developers to perform downtown development projects, both in the public realm and in private building redevelopment. I assist communities in the Upper Peninsula in identifying capacity building needs and related opportunities in alignment with regional strategies, both short and long-term, using expert knowledge of planning and development tools and incentives.

What community activities are you involved in that relate to the City Commission?

Voting, dog walking on public sidewalks and trails, maintaining my own property, supporting small businesses within the City, using public parks and properties, attending festivals and events

What talents or experience would you bring to the City Commission?

I would bring good perspective from working in and for local government, planning, downtown development, and community vitality. I have a strong understand of the roles and responsibilities of a City Commissioner and an ear for listening to public ideas, concerns, and priorities.

Please provide a statement on why you are interested in serving on the City Commission

I am interesting in serving on City Commission because I owe Marquette, big time! It was Marquette that first sparked my interest in entering the field of community development and planning in the early 2000s. As a resident that relied on Marquette's amenities and walkability, I was inspired to better understand the guts of community development, planning, and local government, and comprehend and appreciate HOW some of the great things we see come to fruition. In my daily life and profession, I strive to spark creative and realistic solutions to short and long term challenges that face communities, and I think I could contribute to the City's continued success.

Uploads

- [Resume-TUCKER.pdf](#)

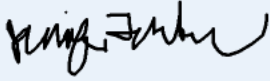
Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member the City Commission?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

Yes

Signature

A handwritten signature in black ink, appearing to read "Kings Fisher", is written over a light blue background.

Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

01/16/2023

City of Marquette Commission Application

Applicant Name as it Appears on License

Nina Rae van den Ende NP

Driver's License Number:

[REDACTED]

Home Address

[REDACTED]

Marquette, Michigan
United States

Home Phone

[REDACTED]

Email

[REDACTED]

Occupation

Nurse Practitioner

Business Name

Jacobetti Home for Veterans

Business Phone

(906) 226-3576

Business Address

425 Fisher St
Marquette, Michigan
United States

Are you a registered voter in the City of Marquette?

Yes

Have you been a City resident for at least 12 months?

Yes

Are you currently in default to the City of Marquette?

No

Are you related to any elected City Commissioner (including by marriage)?

No

Do you have any pending litigation against the City?

No

Are you currently serving or have you served on any City board or committee?

Yes

Please list and give approximate dates of board/committee service.

I was recently (12/12/22) appointed to the Presque Isle Park Advisory Committee.
Previously served 2 full terms on Traffic Advisory Committee. (2015-2021)
Marquette County Board of Health 2020-present

Please describe your education/credentials:

Masters of Science in nursing
Bachelors of Science in nursing
Both earned at NMU

What are your professional activities that relate to the City Commission?

My professional activities that relate to the City Commission include encouraging health and wellness in the community. As a nurse, I believe it is vital to maintain ones health and promote health in the community. I believe mental health of our community members is extremely important for a thriving community. I have promoted this in the community. I also frequently volunteer and direct running events around the community. I participate in these as well. In addition to working at Jacobetti, I have also volunteered there. I have spent much of my life volunteer coaching basketball, soccer, softball and baseball. This doesn't directly relate to City Commission but it does relate to community health and I feel it's tied together.

What community activities are you involved in that relate to the City Commission?

Traffic advisory committee (previous)
Presque Isle Park committee (current)
Board of Health for Marquette County (2020-current)

What talents or experience would you bring to the City Commission?

Having 25 years of nursing experience has molded me into someone who is a critical thinker. I worked ICU for 20 years and became accustomed to difficult situations. This also taught me how to work with many different personalities to achieve a common goal.

Any other comments or information you wish to provide to the Mayor and City Commissioners?

I ran for Marquette city commission in 2019 and spent many hours campaigning. I door knocked and made it to almost every door. I also would plan on campaigning again, if I were to get in. I still have all of my signs!

Please provide a statement on why you are interested in serving on the City Commission

I have been wanting to serve my community for many years. I have done that by volunteering on committees but I would like to do more. I would like an opportunity to share my skills and experience with the city of Marquette.

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member the City Commission?

No

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

Yes

Signature



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Application Date

01/15/2023