

City of Marquette, MI



Meeting Agenda City Commission

**Monday, February 13, 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)

Carole Touchinski, Presque Isle Park Advisory Committee for an unexpired term ending 04-01-23 and a subsequent term ending 04-01-26

Brooke Tharp, Marquette Housing Commission for an unexpired term ending 06-09-24

2. Reappointment(s)

Kristina Hill, Board of Zoning Appeals, for a term ending 02-15-26

Jaclyn Stark, Marquette Housing Commission for a term ending 02-12-28

Sarah Mittlefehldt, Planning Commission for a term ending 02-15-26

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

Presentation(s)

3. Peter White Public Library Board, by Library Director Andrea Ingmire

4. Consent Agenda - Roll Call Vote

4.a. Approve the minutes of the January 30, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$ 1,283,231.58

4.c. City Manager and City Attorney Compensation Subcommittee

4.d. Letter of Support - Janzen House

4.e. Marquette American Legion Baseball Non-Profit Status - Roll Call Vote

4.f. Marquette Area Public Schools - Ice Contract

4.g. Ordinance 718 - Marihuana Establishment Licensing - Roll Call Vote

4.h. Superior Watershed Partnership– Lease Agreement

4.i. United States Geological Survey - Stream Gage Operating Contract

4.j. U.P. Superior Fastpitch Softball Non-Profit Status - Roll Call Vote

New Business

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

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: 2/13/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the January 30, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Jan. 30 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, January 30, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Commissioner Fred Stonehouse moved to amend the agenda, removing Item #5 with the intention of it being relocated to the next regular meeting agenda, seconded by Mayor Pro Tem Davis. Commissioner Stonehouse stated that the item, regarding the possible sale of City property, was important enough that he would like to see a full Commission available to make the decision. The motion carried unanimously.

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the agenda, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

Announcements

The Mayor said he would like to appoint Commissioner Smith to a City Manager-City Attorney compensation subcommittee. Commissioner Smith would join Mayor Pro Tem Davis and Commissioner Stonehouse on that group.

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.

Mayor Pro Tem Sally Davis moved to Approve the appointment as listed, seconded by Commissioner Fred Stonehouse 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 noted that the Commission would soon be filling the seat vacated by former Commissioner Evan Bonsall, who she said was well-supported in the community. She asked Commissioners to keep that in mind and to focus on Mr. Bonsall's goals and vision for the community when deciding who is best suited to replace him.

Presentation(s)

2. Public Art Commission, by Chair Tracy Wascom

Tracy Wascom shared an update on the previous year of Public Art Commission activities. She focused on projects completed and on future plans, and then showed a video highlighting the Fast Break basketball court mural project in Hurley Park.

3. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the Consent Agenda, seconded by Commissioner Jerney Ottaway and Carried Unanimously by 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

Commissioner Fred Stonehouse moved to Approve the City Commission Rules of Procedure #2003-01, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

5. Marquette County Central Dispatch Policy Board Appointment

Mayor Mayer stated that he would announce his appointment at the next meeting.

Commissioner Jessica Hanley moved to Authorize the Mayor to nominate a City representative for the Policy Board for a term ending December 31, 2023, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

6. City Commissioner Appointment

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

Prior to calling for a vote on the motion, Mayor Mayer explained the process that was to follow, and then provided a privileged comment period to the applicants in attendance at the meeting. Peter Frazier, Cary Gottlieb, Michael Larson, James Rankin, Tony Tollefson, Jen Tucker and Nina van den Ende were each provided with three minutes during which they told the City Commission why they felt they would make a good choice as the next City Commissioner.

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

Commissioners then utilized paper ballots to indicate their top choice among all applicants. On the first vote, Michael Larson received a majority of the votes cast.

Commissioner Jessica Hanley moved to Approve the appointment of Michael Larson to the vacancy created by Evan Bonsall's resignation, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

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

Dar Shepherd shared comments about water fluoridation and asked that the City reconsider the practice.

Comments from the Commission

Commissioner Hanley congratulated Commissioner Larson on his appointment and said it was a very tough decision tough. She encouraged all of the applicants to consider running for a seat on the Commission this year.

Commissioner Ottaway also offered his congratulations and said this appointment process is very smooth and streamlined. He said it saves the city the cost of holding a whole special election in cases of a vacancy, and it has also produced very strong fields of candidates.

Mayor Pro Tem Davis said she appreciated everyone applying and urged them to stay involved with the City. She also congratulated Commissioner Larson.

Commissioner Smith echoed the congratulations and thanked everyone that was willing to stand up and apply for the seat.

Commissioner Stonehouse congratulated Michael Larson, and said this job is a real challenge. He thanked Larson for stepping up, and thanked everyone for applying and making it a very tough decision.

Commissioner Larson thanked the City Commission for the vote of confidence tonight and he said that when he saw the full list of applicants, he knew it would be a challenge. He said he was looking forward to serving.

Mayor Mayer also offered his congratulations to the newest commissioner. He thanked the applicants and encouraged them to stay involved. He said that a special election was a very difficult prospect to consider, and said the Commission's appointment process was effective.

Comments from the City Manager

City Manager Karen Kovacs congratulated Commissioner Larson on his appointment but had no other comments.

Adjournment

Mayor Mayer adjourned the meeting at 6:59 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: 2/13/2023

Consent Agenda - Roll Call Vote

City Manager and City Attorney Compensation Subcommittee

BACKGROUND:

On July 25, 2022, three Commissioners were appointed to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and to make a recommendation regarding future terms of employment and compensation. The three Commissioners appointed at that time were Commissioners Bonsall, Davis and Stonehouse. On September 26, the Commission approved the annual performance evaluations for both the City Manager and City Attorney and extended each of their contracts for two years to Sept. 30, 2024 at the existing compensation level with discussion related to revisiting compensation. With the recent resignation of former Commissioner Bonsall, Mayor Mayer has announced a replacement for him on the City Manager and City Attorney compensation subcommittee of Commissioner Smith.

FISCAL EFFECT:

None.

RECOMMENDATION:

Reaffirm the Mayor's appointment of Commissioners Davis, Smith and Stonehouse to the City Manager and City Attorney compensation subcommittee and bring back a recommendation for their compensation at the City Commission's February 27th regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote **Letter of Support - Janzen House**

BACKGROUND:

The Janzen House is currently seeking State funding for needed renovations to their facility and has requested a letter of support from the Marquette City Commission to assist these efforts. The Janzen House provides transitional housing and shelter for low income and homeless individuals from across the Upper Peninsula, but primarily Marquette County. The Janzen Hotel was built in the 1890's and is listed on the registry of Michigan State Historic Sites. Since being repurposed as a nonprofit organization in 1982, the Janzen House's 27 single-occupancy transitional housing and five emergency shelter beds have provided one-third of a million nights of shelter for homeless and potentially homeless individuals from across the Upper Peninsula of Michigan.

After nearly four decades of hard use as a transitional housing facility, the 120+ year old Janzen House building needs numerous structural updates and repairs. Priority items include fire escape maintenance, roofing, new windows, insulation, flooring, bathroom renovations, plumbing, appliances, etc. These facility improvements are critical to the safety and security of the residents. Additional renovations will facilitate creation of space for 3-5 more emergency shelter beds and 5-10 transitional housing rooms.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Authorize the Mayor to sign the letter of support for the Janzen House.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Letter of Support

February 13, 2023



To Whom It May Concern:

The Marquette City Commission supports the significant efforts currently being undertaken by the Janzen House to renovate and rehabilitate their structure to better provide services to their clients. The Janzen House provides transitional housing and shelter for low income and homeless individuals from across the UP, but primarily Marquette County. The Janzen Hotel was built in the 1890's and is listed on the registry of Michigan State Historic Sites. Since being repurposed as a nonprofit organization in 1982, the Janzen House's 27 single-occupancy transitional housing rooms and five emergency shelter beds have provided one-third of a million nights of shelter for homeless and potentially homeless individuals from across the Upper Peninsula of Michigan.

The Janzen House fosters a culture that promotes personal growth, responsibility, and citizenship. The Janzen House staff works with residents as individuals in order to help them secure employment and maintain, or regain, status as productive members of the community. Were it not for the Janzen House, many of its current residents would be added to the growing number of homeless individuals in Marquette County, and would then require costly services provided by the county and other units of local governments.

After nearly four decades of hard use as a transitional housing facility, the 120+ year old Janzen House building is in need of numerous structural updates and repairs including bathroom renovations, fire escape maintenance, roofing, numerous new windows, insulation, flooring, plumbing, appliances, etc. These facility improvements are critical to the safety and security of the residents. Renovations would also facilitate the addition of 3-5 beds to the Emergency Shelter living area.

The mission and services provided by the Janzen House are aligned with several elements of the Community Health section of the Marquette's Community Master Plan, as well as the recommendations provided in the Marquette Ad Hoc Housing Committee Report which was officially approved as an addendum to the Master Plan.

Thank you for your time and consideration.

Respectfully submitted,

Cody O. Mayer, Mayor
City of Marquette
On Behalf of the Marquette City Commission

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote

Marquette American Legion Baseball Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of Marquette American Legion Baseball recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct a fundraising raffle on April 15, 2023 and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the date of the first proposed raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing Marquette American Legion Baseball as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ City Commission Policy 2011-01
- ▣ Resolution
- ▣ 501c3
- ▣ Articles of Incorporation/Bylaws
- ▣ Board List

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: 2011 - 01	Revision Date:
Date Approved: 04-11-11 Administrative	

**SUBJECT: RECOGNITION OF NON-PROFIT ORGANIZATIONS
OPERATING IN THE CITY**

PURPOSE: To provide clear instructions to any non-profit organization in the City which may wish to obtain a charitable gaming license to conduct a fund-raising raffle. The Bureau of State Lottery requires the local governing body to first pass a resolution to recognize the group's designation as a non-profit agency before a license will be issued. This action requires action by the Marquette City Commission.

POLICY

When a non-profit group operating in the City of Marquette requests that the City Commission adopt a resolution to recognize them as holding this designation within the municipality, the group should contact the City Manager's office at least one full week prior to the City Commission meeting at which the resolution would be discussed. Before they do this, the organization needs to provide:

- A copy of the proposed resolution from the Bureau of State Lottery
- A roster of their board of directors
- Written confirmation of their IRS 501(c)(3) designation
- A copy of their bylaws
- A copy of their articles of incorporation
- The date of their proposed raffle drawing.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Marquette American Legion Baseball of Marquette,
NAME OF ORGANIZATION CITY

county of Marquette, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

MARQUETTE AMERICAN LEGION BASEBALL
C/O MARK IVAR PANTTI
2140 W GROVE STREET
MARQUETTE, MI 49855

Date:
03/01/2022
Employer ID number:
86-1677445
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
September 30
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 26, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053666004061

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Operating Bylaws and Articles of Incorporation
Marquette American Legion Baseball
(Revised and accepted 09/01/2021)

ARTICLE I—NAME

The name of the non-profit shall be the Marquette American Legion Baseball. (MALB)

ARTICLE II—OBJECTIVE & MISSION

The mission of Marquette American Legion baseball is to encourage the instruction, practice, and advancement of the baseball programs in a manner that coincides with the objectives and mission of American Legion Baseball; to encourage and cultivate a spirit of unity among the MALB baseball players, and to promote and assist the funding of a comprehensive baseball program at Marquette American Legion.

ARTICLE III—GUIDING PRINCIPLES

The MALB Baseball program shall hold the same guiding principle as all other Legion sports offered at Michigan. This guiding principle for the MALB is to encourage athletics participation in all seasons by promoting participation and providing players with an experience that positively compliments their experience.

ARTICLE IV—OPERATIONAL STRUCTURE AND ORGANIZATIONAL LIMITS

Section 1: These Bylaw articles supersede all prior organizational bylaws, agreements, operational processes stated, implied, or assumed because of prior business practices.

Section 2: MALB Responsibilities—as a self-funded sport, Marquette American Legion Baseball (MALB) is responsible for the following key operational areas:

- *Financial accounting, bookkeeping, and administrative tasks*
- *Fundraising*
- *Pay-to-play collection*
- *Staffing (including hiring, evaluation, and compensation structure and process)*
- *Facilities scheduling for practices/games*
- *Scheduling (Game and Practice)*
- *Game officials*
- *Game operations*
- *Travel operations*
- *Equipment*

ARTICLE V—MEMBERSHIP

Section 1: Membership is open to anyone interested in promoting participation in the MALB baseball program and who is willing to work collectively with other members in achieving the objectives and purpose of the MALB.

Section 2: New members can be accepted twice per year, once at the Annual Meeting of the MALB to be held in September of each year, and once at the Winter Meeting to be held in March or April of each year. The specific time and place shall be organized by the Board of Directors and/or the President. Appointments to sub committees may occur at any MALB meeting.

ARTICLE VI—CONFLICT OF INTEREST

Conflicts of interest, especially those involving finances and other resources (e.g., MALB member-vendor relationship conflict) must be submitted to the MALB upon election to the MALB or within 14 days after the conflict arises.

ARTICLE VII—BOARD OF DIRECTORS AND COMMITTEES

Section 1: Board Composition—The governing (voting) body of the MALB shall be a Board of Directors consisting of four to eleven members. Elected during the MALB annual meeting, Board members may resign at any time, following which a special election to replace resigned Board member(s) shall take place at the next MALB meeting. Board members may be removed from the Board for non-attendance (three unexcused absences annually) with a two-thirds vote by the Board of Directors.

Section 2: Terms and Limits—Newly elected members shall commence with their duties immediately upon election and shall serve for a period of 2 years. Non-Executive Members shall Serve a 1 year term.

Section 3: Committees—The Board of Directors may appoint committees or coordinators for specific MALB activities, including (but not limited to) fundraising, marketing and communications, technology, concessions, and photography/videography.

Section 4: Meetings—The Board of Directors shall have regular meetings (recommended one meeting per month) that shall include an official agenda as well as an open forum for members of the public to comment. Special meetings may be called between regular meetings. Any meeting (either regular or special) may occur via synchronous media (e.g., face to face, telephone conference, video conference). If committee business is conducted via synchronous media, documentation must be properly filed within the meeting minutes.

Section 5: A quorum shall consist of a majority of board members. Board decisions are valid with a majority vote of present board members. Robert's Rules of Order shall be used to conduct meetings to the extent possible. A formal motion and support for that motion shall be made for decisions pertaining to, but not limited to, purchases of equipment, scholarship requests, and any other baseball-related decisions within the MALB realm of responsibility.

Section 6: The Board of Directors shall hold semi-annual meetings during which board members can be elected. The Annual Meeting shall be held in September and the Winter Meeting in March or April unless changed by the Board of Directors. Immediately following the approval of new Board members in September, the Board of Directors shall hold officer elections.

Section 7: Financial Approval, purchases of \$1000.00 dollars or less do not need full board approval provided receipts of such transactions are provided to the Executive Treasurer within 10 days of Purchase. For all expenses over \$1001.00 dollars a request must come to the Board of directors for approval. This request can come in a verbal, written, or electronic (text or email) request for approval.

ARTICLE VIII—OFFICERS

Section 1: The Executive officers of the MALB shall be the President, Vice President, Treasurer, Secretary and 4 Trustee officers. All Executive officers shall be elected to a 2-year term at the September Annual Meeting. Officers may resign at any time and remain on the Board of Directors. Should this occur, special elections to fill vacancies shall be carried out at the next MALB meeting.

Section 2: President—the President shall preside at all meetings of the membership and at all meetings of the Board of Directors. He/she shall appoint all committee chairpersons and transact such other business. The President shall have check writing authority in the absence of the Treasurer.

Section 3: Vice President—The Vice President shall perform such duties as assigned by the President and may serve as a chairperson of sub committees. The Vice President shall perform the duties of the President in cases of the absence of that officer.

Section 4: Secretary—The Secretary shall produce the agenda under the direction of the President and shall keep a correct record of the proceedings of all meetings of the membership and Board of Directors. The Secretary shall also maintain a complete list of Board of Directors and officer term length and shall perform such other duties as assigned.

Section 5: Treasurer—The Treasurer shall receive all monies, pay bills duly authorized by the Board of Directors, and deposit any funds in a bank account in the name of the MALB. The Treasurer shall provide a written report on the condition of the treasury for the MALB to the Board of Directors at MALB meetings.

Section 6: Executive Trustee – Executive Trustee board of directors, the board of trustees is also tasked with **strategic planning, setting policies, fundraising, and oversight of the charitable project.** ... In addition, Executive Trustees have the additional responsibility of managing assets and perform any task given by the President or other Executive Board Officers.

Section 7: Non-Executive Trustee – Non-Executive board members will serve a 1-year term. Responsibilities for a Non-Executive Trustee will be designated by the Executive Trustees, such as Concessions management, Fundraising, Field Maintenance management, etc. A Non-Executive member is a voting position and may be involved in policy and procedure discussion.

Section 8: Terms—Elected Executive officers shall take office immediately and serve for a period of 2 years. Elected Non-Executive officers shall take office immediately and serve for a period of 1 year. A member may serve consecutive terms in any one officer position, but must be re-elected annually.

ARTICLE IX— PROHIBITED ACTIVITIES and DISSOLUTION

Section 1: No part of the net earnings of the MALB shall inure to the benefit of, or be distributed to, its members, officers or other private persons except that the organization shall be authorized to pay reasonable compensation for services rendered. Any personal expenses incurred may be reimbursed with evidence of spending approval and proof of expenses incurred via invoice and/or receipt and managed by the Treasurer for a minimum of 1 month from the date of the invoice/receipt.

Section 2: No part of the activities of the MALB shall endeavor to influence legislation or involve participation in any political campaign on behalf of any candidate for public office.

Section 3: Notwithstanding any other provisions of these Articles, the MALB shall not participate in any other activities that are not permitted to be carried out by a non-profit organization exempt from the Federal Income Tax under Section 501(c)(3) of the Internal Revenue Service Code. MALB Will remain a nonprofit for the entirety of its existence.

*Section 4: Dissolution—*The MALB shall use its funds only to accomplish the objectives and mission specified in these by-laws, and no part of said funds shall insure or be distributed to any Board member, unless specified herein as amended by a vote of the Board. In the event of dissolution of the MALB, any funds remaining shall be relinquished to an appropriate Non-Profit to be determined at the final MALB board of Directors meeting.

ARTICLE X- VOTING PROCEDURES

The President may announce to end the discussion of any resolution and go into voting if the President deems it appropriate for voting.

Resolutions shall be deemed adopted if no objection is voiced by any of the attending Directors after solicitation by the President. If objection is voiced after solicitation by the President, such resolution shall be voted. Except otherwise specified in applicable laws and regulations, a resolution shall be adopted by a majority of those Directors present at a meeting attended by a majority of all Directors. If there is an amendment to or substitute for a proposed resolution, the President shall decide the sequence of voting for such proposed resolution and the amendment or substitute. If any one of them has been adopted, the others shall be deemed vetoed and no further voting is required. The result of voting shall be announced at the meeting and placed on record.

The method of voting shall be one of the following as determined by the Chairman:

1. By showing of hands;
2. By voicing votes; or
3. By casting ballots. The Chairman shall appoint person(s) to monitor the voting process and person(s) to count the ballots; and the person(s) appointed to monitor the voting process should be a Director.
4. In the event that the board (Executive and Non-Executive) become deadlocked on a vote, the issue being voted on would revert to Executive Board members only to determine a resolution.

ARTICLE XI—AMENDMENTS

Proposals to amend or repeal these by-laws must be made by motion at any meeting of the Board of Directors. In order to be adopted, the proposal shall receive the affirmation vote of a majority of the Board members present.

CERTIFICATION

The undersigned, being the Marquette American Legion Baseball President and the MALB Board of Director, hereby certifies that these by-laws are established in accordance with the mission and objectives of the Marquette American Legion Baseball program and coincide with American Legion

Mike Trickey, Executive President

Date

Mike Nemetz, Executive Vice President

Date

Jeff Steer, Executive Secretary

Date

Carmen Cobe, Executive Treasurer

Date

Mark Pantti, Executive Trustee

Date

Danielle Peterson, Executive Trustee

Date

Ken Johnson, Executive Trustee

Date

2023 Board of directors for Marquette American Legion Baseball

Mike Trickey, President

Carmen Cobe, Treasurer

Mike Nemetz, VP

Jeff Steer, Secretary

Danielle Peterson, Trustee

Mark Pantti, Trustee

Ken Johnson, Trustee

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote **Marquette Area Public Schools - Ice Contract**

BACKGROUND:

The Marquette Area Public Schools (Varsity Hockey) has requested the City Commission approve an Agreement for Use of Lakeview Arena - Ice Use. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard use agreement which provides for the terms and conditions of the request. The agreement allows for five equal payments of \$4,704.00. One hundred eighteen (118) hours are requested for \$23,520 for the FY 2023 ice season. Any additional hours of ice usage shall be paid for at the time of the final payment.

FISCAL EFFECT:

Lakeview Arena fund will receive \$23,520 in revenue for FY 2023.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Area Public Schools for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement + Exhibit
- ▣ Customer Schedule
- ▣ Insurance
- ▣ Endorsement

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____ 2023, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and **MARQUETTE AREA PUBLIC SCHOOLS (VARSITY HOCKEY)**, of 1201 W. Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from November 1, 2022, through March 31, 2023.

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

1. In consideration of five (5) equal monthly payments of \$4,704.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 112 hours. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in November of 2022 and payment shall be due no later than the last day of the following month. The User Group shall pay for all additional hours of ice usage at the same time the fifth monthly payment is made.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

5. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

6. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in an observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

7. The User Group agrees to release, indemnify and hold harmless the City, its officers, directors, agents, representatives, contractors and employees from any and all claims, including attorney fees and costs, that may be brought against it by anyone claiming to have been injured or damaged as a result of the User Group's use of or activities, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with User Group's activities, except to the extent caused by the City's gross negligence or intentional misconduct.

8. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

9. The occurrence of any of the following shall constitute a default by the User Group:

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
- c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
- d. Failure to comply with any law or government order.
- e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
- f. The User Group fails to make any payment when due.

10. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be

exclusive and shall be in addition to any other remedies now or later allowed by law:

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.
- c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

11. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

12. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

13. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

14. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

15. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

16. This Agreement contains the entire agreement of the parties with respect to its

subject matter. This Agreement may not be modified except by a written document signed by the parties.

17. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

18. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

19. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

MARQUETTE AREA PUBLIC SCHOOLS

Cody O. Mayer, Mayor

By: *Alex Tiseo*
Its: Athletic Director

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

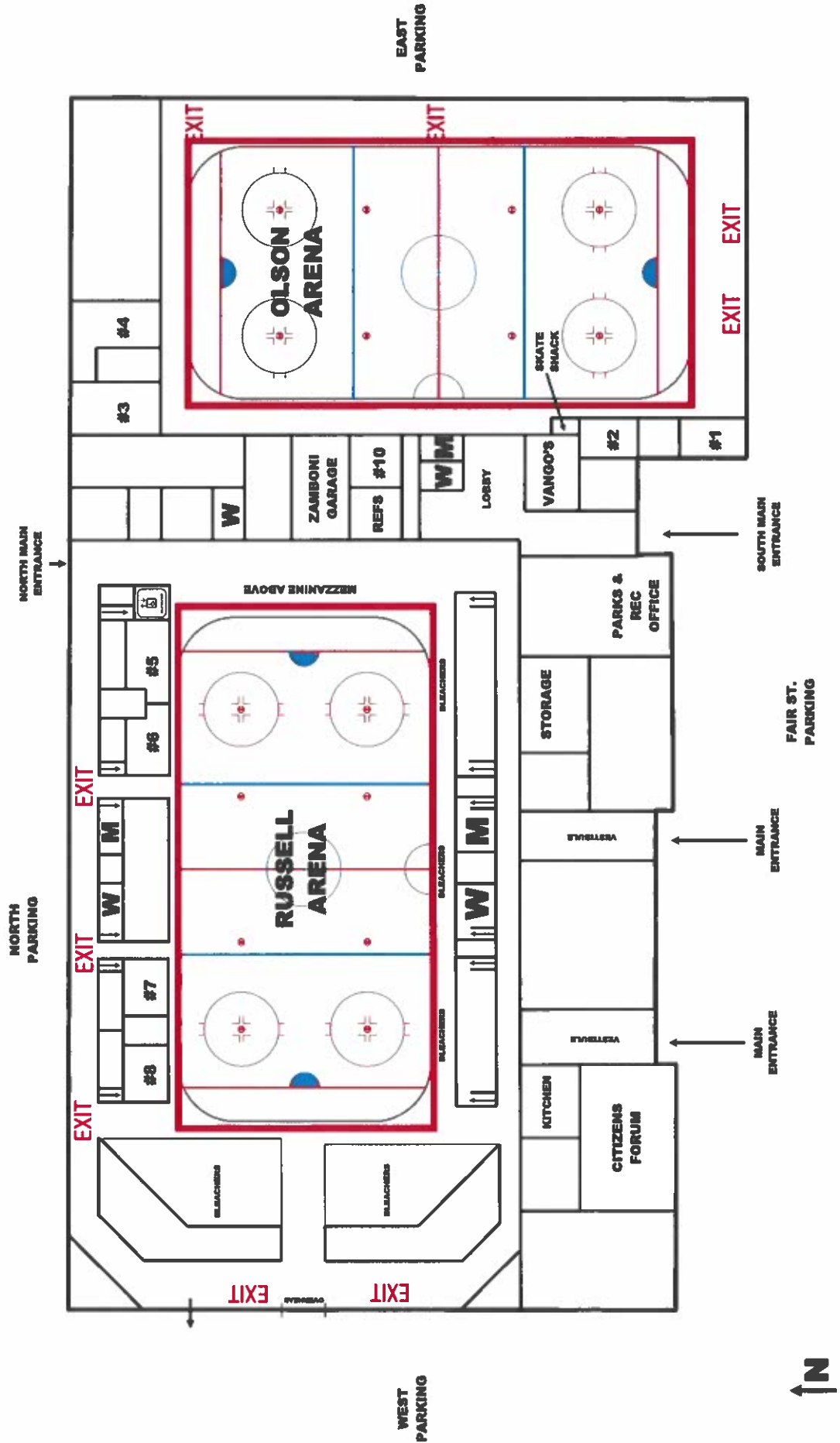
APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A



Reservation Master Report

Feb 8, 2023

9:57 AM

Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
 Facility: Olson Arena - Ice, Russell Arena - Ice

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Notes
Oct 31, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 1, 2022 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 2, 2022 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 3, 2022 Thursday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 4, 2022 Friday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
4:30 PM - 5:30 PM 4:30 PM - 5:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 7, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 8, 2022 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 9, 2022 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 11, 2022 Friday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 14, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

Reservation Master Report

Feb 8, 2023

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Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
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<u>Date / Setup - Ready Time / Start - End Time</u>	<u>Facility / Equipment / Type / Center</u>	<u>Event / Event Type / Schedule Type</u>	<u>Contact Information</u>	<u>Permit# Attend/Qty</u>	<u>Notes</u>
Nov 15, 2022 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 16, 2022 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 17, 2022 Thursday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 21, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 22, 2022 Tuesday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	Game
Nov 23, 2022 Wednesday 1:00 PM - 2:00 PM 1:00 PM - 1:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 26, 2022 Saturday 11:00 AM - 12:30 PM 11:00 AM - 12:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 27, 2022 Sunday 4:00 PM - 5:30 PM 4:00 PM - 5:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 28, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Nov 30, 2022 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 1, 2022 Thursday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

Reservation Master Report

Feb 8, 2023

9:57 AM

Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
 Facility: Olson Arena - Ice, Russell Arena - Ice

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Notes
Dec 5, 2022 Monday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 6, 2022 Tuesday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	Game
Dec 7, 2022 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 8, 2022 Thursday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 9, 2022 Friday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 10, 2022 Saturday 12:30 PM - 3:00 PM 12:30 PM - 2:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 12, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 14, 2022 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 15, 2022 Thursday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 16, 2022 Friday 7:00 PM - 9:00 PM 7:00 PM - 8:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 17, 2022 Saturday 2:00 PM - 4:00 PM 2:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	Game

Reservation Master Report

Feb 8, 2023

9:57 AM

Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
 Facility: Olson Arena - Ice, Russell Arena - Ice

<u>Date / Setup - Ready Time / Start - End Time</u>	<u>Facility / Equipment / Type / Center</u>	<u>Event / Event Type / Schedule Type</u>	<u>Contact Information</u>	<u>Permit# Attend/Qty</u>	<u>Notes</u>
Dec 19, 2022 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 20, 2022 Tuesday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	Game
Dec 21, 2022 Wednesday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 22, 2022 Thursday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 26, 2022 Monday 2:30 PM - 3:30 PM 2:30 PM - 3:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 27, 2022 Tuesday 11:00 AM - 12:30 PM 11:00 AM - 12:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 28, 2022 Wednesday 11:00 AM - 12:30 PM 11:00 AM - 12:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 29, 2022 Thursday 11:00 AM - 12:30 PM 11:00 AM - 12:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Dec 30, 2022 Friday 11:00 AM - 12:30 PM 11:00 AM - 12:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 1, 2023 Sunday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 2, 2023 Monday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

Reservation Master Report

Feb 8, 2023

9:57 AM

Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
 Facility: Olson Arena - Ice, Russell Arena - Ice

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Notes
Jan 3, 2023 Tuesday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	Game
Jan 4, 2023 Wednesday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 5, 2023 Thursday 2:00 PM - 3:30 PM 2:00 PM - 3:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 6, 2023 Friday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 8, 2023 Sunday 10:30 AM - 11:30 AM 10:30 AM - 11:20 AM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 9, 2023 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 10, 2023 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 11, 2023 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 12, 2023 Thursday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 16, 2023 Monday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 18, 2023 Wednesday 1:00 PM - 2:00 PM 1:00 PM - 1:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

Reservation Master Report

Feb 8, 2023

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Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
 Facility: Olson Arena - Ice, Russell Arena - Ice

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Notes
Jan 19, 2023 Thursday 2:00 PM - 3:00 PM 2:00 PM - 2:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 20, 2023 Friday 2:00 PM - 3:00 PM 2:00 PM - 2:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 22, 2023 Sunday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 23, 2023 Monday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 24, 2023 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 25, 2023 Wednesday 12:00 PM - 1:00 PM 12:00 PM - 12:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 30, 2023 Monday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Jan 31, 2023 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 1, 2023 Wednesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 7, 2023 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 8, 2023 Wednesday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

Reservation Master Report

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Reservation Date: From Oct 1, 2022 through Mar 15, 2023
 Organization: MSHS Varsity Hockey Marquette Area Public Schools
 Reservation Site: City of Marquette Community Services
 Facility: Olson Arena - Ice, Russell Arena - Ice

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Notes
Feb 10, 2023 Friday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 12, 2023 Sunday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 13, 2023 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 14, 2023 Tuesday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	Game
Feb 15, 2023 Wednesday 1:00 PM - 2:30 PM 1:00 PM - 2:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 17, 2023 Friday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 19, 2023 Sunday 2:00 PM - 3:30 PM 2:00 PM - 3:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 20, 2023 Monday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 21, 2023 Tuesday 3:00 PM - 4:30 PM 3:00 PM - 4:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 22, 2023 Wednesday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 23, 2023 Thursday 6:00 PM - 8:30 PM 6:00 PM - 8:20 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

Reservation Master Report

Reservation Date: From Oct 1, 2022 through Mar 15, 2023
Organization: MSHS Varsity Hockey Marquette Area Public Schools
Reservation Site: City of Marquette Community Services
Facility: Olson Arena - Ice, Russell Arena - Ice

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Notes
Feb 25, 2023 Saturday 1:00 PM - 2:00 PM 1:00 PM - 1:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	
Feb 27, 2023 Monday 3:00 PM - 4:00 PM 3:00 PM - 3:50 PM	Russell Arena - Ice Ice Rink Lakeview Arena	MSHS Varsity Hockey Ice Rental Resident External Reservation	MSHS Varsity Hockey Marquette Area Public Schools (General Public) Doug Garrow	R4007 1	

RS II

CERTIFICATE OF INSURANCE

Producer SET SEG 1520 Earl Ave East Lansing, MI 48823			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Insured Marquette Area Public Schools 1201 W Fair Avenue Marquette, MI 49855-2688			COMPANIES AFFORDING COVERAGE			
A MASB-SEG Property/Casualty Pool, Inc.			B Workers Compensation & Employers Liability			
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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY ☒ Comprehensive Form ☒ Premises/Operations ☒ Incidental Medical Malpractice Coverage ☒ Products/Completed Operations ☒ Contractual ☒ Independent Contractors ☒ Broad Form Property Damage ☒ Personal Injury	PC-0000401	7/1/22	7/1/23	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A
A	AUTOMOBILE LIABILITY ☒ Any Auto ☒ All Owned Autos (Priv. Pass. & Other) ☒ Hired Autos ☒ Non-Owned Autos	PC-0000401	7/1/22	7/1/23	BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	EWC009496	7/1/22	7/1/23	WORKERS' COMPENSATION EMPLOYERS' LIABILITY	STATUTORY \$750,000
DESCRIPTION City of Marquette, its Commissioners, Staff Employees, Agents and Volunteers are added as additional insured and certificate holder for liability, solely as its interest may appear on behalf of the insured school districts' use of Lakeview Arena during the 2022/2023 school year.						
CERTIFICATE HOLDER City of Marquette 300 West Baraga Ave Marquette, MI 49855			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE  Andrea Schray PROPERTY/CASUALTY DEPARTMENT						
						Date February 10, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Marquette, its Commissioners, Staff Employees, Agents and Volunteers are named Additional Insured as their interest may appear REGARDING ANY INDIVIDUAL PERSON(S) OR ORGANIZATION(S) LISTED ABOVE	300 West Baraga Ave Marquette, MI 49855
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote

Ordinance 718 - Marihuana Establishment Licensing - Roll Call Vote

BACKGROUND:

In October of 2019, the City Commission adopted Ordinance 682, allowing for the operation of adult-use marijuana 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.

In the last year, 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. Before an applicant would be able to operate under one of these new license types in the City, the use must first be permitted in the City Code.

The proposed ordinance is intended to incorporate these new license types into City regulations, while also making other minor changes to this section of the City Code. In summary, this 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 and expand the existing standards for Microbusinesses to include Class A Microbusinesses
- Make minor clerical amendments related to numbering and consistency

Per City Charter, this ordinance cannot be adopted at the meeting in which it is introduced, and it was introduced at the Commission's regular meeting of January 30.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt Ordinance 718 - Marihuana Establishment Licensing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ch. 5 with changes
- ▣ Ord. 718 - Marihuana Establishment Licensing

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;

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- (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.

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- (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)

-
- (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)

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, ensure consistency across state and local rules sets, update application requirements and licensing timelines, and make minor clerical and formatting changes.

The City of Marquette Ordains:

SECTION 1. That Section 5-2 be 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. That Section 5-3 be hereby amended to include the following:

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

SECTION 3. That Section 5-7(d) be hereby amended in its entirety to read 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 4. That Section 5-8(a)(8) be hereby amended in its entirety 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 5. That Section 5-8(a)(9) be hereby renumbered to Section 5-8(a)(10).

SECTION 6. That a new Section 5-8(a)(9) be hereby adopted to read 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 7. That Sections 5-10(a)(4) and 5-10(a)(7) be hereby repealed, and the remainder of Section 5-10(a) be renumbered accordingly.

SECTION 8. That a new Section 5-10(b) be hereby adopted to read as follows:

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

SECTION 9. That the title of Section 5-15 be hereby amended to read as follows:

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

SECTION 10. That Section 5-15(a)(4) be hereby repealed, and the remainder of Section 5-15(a) be renumbered accordingly.

SECTION 11. That a new Section 5-17.5 be hereby adopted as follows:

Sec. 5-17.5. Minimal operation standards for marihuana educational research establishment.

- (a) The following minimum standards shall apply for marihuana educational research establishments:
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 12. That this ordinance shall take effect ten days after adoption but not before publication.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote **Superior Watershed Partnership– Lease Agreement**

BACKGROUND:

The Superior Watershed Partnership (SWP) has approached the City and Marquette Downtown Development Authority (DDA) to request the use of City property for the installation of electric vehicle charging stations. If approved, charging stations will be installed at the Lakeshore Public Parking Lot, Commons Public Parking Lot, and the Father Jacques Marquette Parking Lot.

The term of the lease will be for four years and may be renewed for additional three-year terms upon mutual consent of the parties. The rental rate is \$375 per year per charging station, based on usage of five square feet of property, a rate of \$6.25/square foot per month. Based on the maintenance and management of the charging stations, the lease revenue the three charging stations will go to the DDA.

The DDA approved this lease at their meeting held on February 9, 2023.

This is the first read of this lease.

FISCAL EFFECT:

The Marquette Downtown Development Authority will receive \$31.25 per month (\$375 annually) per charging station during the term of the lease agreement.

RECOMMENDATION:

Move the lease agreement with the Superior Watershed Partnership to unfinished business at the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Lease

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2023, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, and THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY, an authority of the City of Marquette, of 337 W. Washington Street, Marquette, Michigan 49855, hereinafter "Lessor", and THE SUPERIOR WATERSHED PARTNERSHIP, a Michigan 501c3 nonprofit, of 9 Peter White Drive Marquette, Michigan 49855, hereinafter "Lessee".

This lease is in conjunction with the approved grant agreement between EGLE and SWP.

Recitals

A. Lessor is the owner of the real property and improvements commonly known as the Lakeshore Public Parking Lot, Commons Public Parking Lot, and the Father Jacques Marquette parking lot, located at 301 S. Lakeshore Blvd, 112 S 3rd Street, and 501 S. Front Street, shown on the map provided (the "Premises").

B. Lessee desires to lease and Lessor is willing to lease to Lessee a portion of the 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 space as described in Exhibit A and as shown in Exhibit B, hereinafter "Premises".

1.2 Each charging station will require a total 5 square feet of leased space ("Space") for the installation and operation of an electric vehicle charging station.

2. Term of Lease

The term of this lease shall be for four (4) years from the date of execution and may, upon expiration of the original term, be renewed by written mutual consent of the parties for additional three (3) year terms upon terms and conditions as agreed upon by the parties. This lease may be terminated by either party upon 180 days written notice of termination to the other party. Upon termination of this lease, Lessee shall return the Premises to Lessor in its original condition at Lessee's sole cost.

3. Rent

3.1 The rent shall be \$375 per year for each space commencing upon the start of installation of the first electric vehicle charging station, due in advance to Lessor at the address set forth herein on the first day of installation. Any partial month shall be prorated according to \$31.25 per month.

3.2 Lessee shall be responsible for directly paying all utilities that are metered separately for the Premises.

4. Use of Premises

4.1 Lessee shall use the Premises only for the installation and operation of an electric vehicle charging station. Lessee shall not use the Premises 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) interfere with other uses of the Premises; or
- t) permit refuse to accumulate in or around Premises.

5. Exclusive Use of Premises

Lessee shall have exclusive use of the Premises, but acknowledges that its use of the common areas surround the Premises, including ingress and egress to and from a public street, is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the common areas.

6. Maintenance and Repair

6.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located on the Premises and shall keep them in a safe condition and good repair. Lessee is solely responsible for all repairs.

6.2 Lessee shall be solely responsible for the construction, installation, maintenance and/or replacement of all signs on the Premises; however no sign may be installed without prior written approval from Lessor. All signs must meet the requirements of local rules, regulations and laws.

6.3 Lessor shall provide snow plowing and basic landscaping services as needed to the Premises.

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 insurance policies covering the Premises.

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.

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 by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current 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 use and occupancy of the Premises.

8. Assignment/Subletting

- 8.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.

- 8.2 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.

9. Use of Premises by Lessor

Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

10. Covenant of Quiet Enjoyment

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 non-exclusive and reasonable right to have, hold and enjoy the Premises.

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

If Lessee defaults in the observance or performance of any term or covenant 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 perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor the Lessor may terminate this lease.

- 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 by law or in equity pursuant to the laws of the State of Michigan.
13. Surrender of Leasehold upon Termination of Lease
- If upon termination of the lease, Lessee has failed to remove its tangible personal property, equipment, vehicles or other items, 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.

LESSOR

CITY OF MARQUETTE

Approved as to Substance:

Karen Kovacs, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

LESSEE

SUPERIOR WATERSHED PARTNERSHIP

Exhibit A
LEGAL DESCRIPTION

Lakeshore Public Parking Lot: 301 S. Lakeshore Blvd

Parking lot center: 46.54166689°, -87.39191112°

T48N R 25W Sec. 23 NENWSE

Parking lot located immediately SE of the intersection of Main St. and S. Lakeshore Blvd.

Commons Public Parking Lot: 112 S 3rd Street

Parking lot center: 46.54320754°, -87.39603558°

T48N R25W Sec. 23 SESENW

Parking lot located immediately SW of the intersection of W. Washington St. and S. Third St.

Father Marquette Parking Lot: 501 S. Front Street

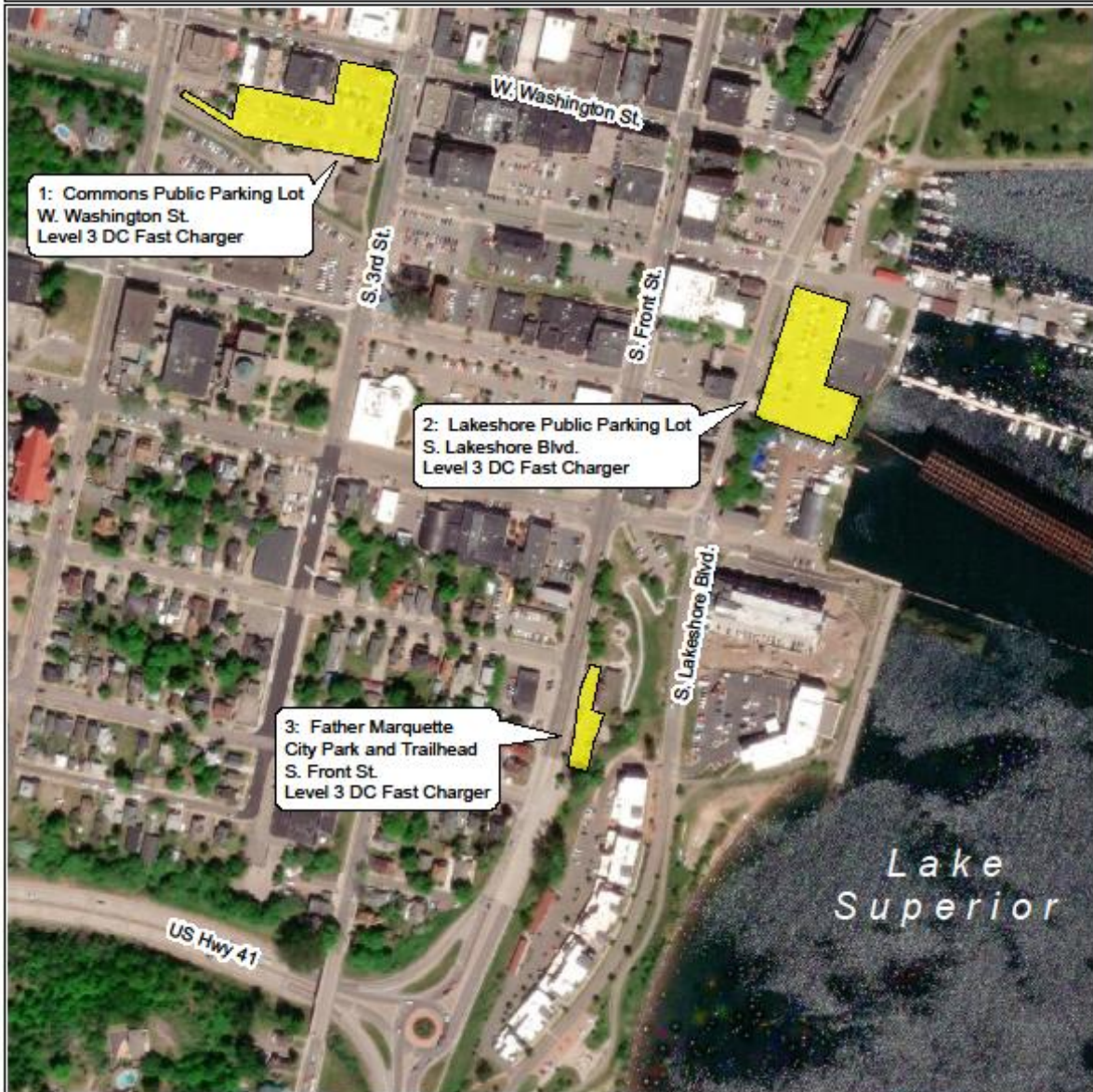
Parking lot center: 46.53943909°, -87.39382646°

T48N R25W Sec. 23 SWNWSE

Parking lot located immediately SE of the intersection of Front St. and Rock St.

Exhibit B

Marquette EV Charging Station Locations



3 charging stations.

0 200 400 800 Feet



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote

United States Geological Survey - Stream Gage Operating Contract

BACKGROUND:

The Marquette Hospital Transportation Improvements Project that was completed in 2017 included the installation of an upsized culvert crossing at the intersection of US 41 and Grove Street to accommodate the Whetstone Brook. In order to obtain a permit for this work, the State of Michigan required the City to place a monitoring gauge at a downstream location along the Whetstone Brook near Altamont Street to monitor the construction's effect on an existing undersized culvert. This gauge monitors stream flows and provide an early warning system in case water crests onto any part of US 41 near Altamont Street.

FISCAL EFFECT:

The total five-year amount required to operate and maintain the stream gauge is \$30,500. The annual portion of this expense is included in the FY 22/23 budget.

RECOMMENDATION:

Approve a contract with the United States Geological Survey (USGS) to continue monitoring and maintaining stream gage equipment for a period of five years and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ USGS Operating Contract
- ▣ EGLE Joint Permit



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Upper Midwest Water Science Center

Minnesota Office
2280 Woodale Drive
Mounds View, MN 55112
763.783.3100

Wisconsin Office
1 Gifford Pinchot Drive
Middleton, WI 53726
608.828.9901

Michigan Office
5840 Enterprise Drive
Lansing, MI 48911
517.887.8903

Mr. Mike Kipela
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

Dear Mr. Kipela:

Attached is the signed original of our standard joint-funding agreement for the operation of a streamgaging station on Whetstone Brook in the City of Marquette, during the period October 1, 2022 through September 30, 2027 in the amount of \$30,500 from your agency. Please sign and return one fully-executed original to Eric Hanes at emhanes@usgs.gov.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Eric Hanes at phone number (517) 887-8951 or email at emhanes@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

John F. Walker
Center Director

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000005920
Agreement #: 23NKJFA148
Project #: NK00LZR
TIN #: 38-6004521

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Upper Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Marquette party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of a streamgaging station on Whetstone Brook in the City of Marquette, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2022 to September 30, 2027
- (b) \$30,500 by the party of the second part during the period October 1, 2022 to September 30, 2027
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000005920
Agreement #: 23NKJFA148
Project #: NK00LZR
TIN #: 38-6004521

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Christopher Hoard
Eastern Data Chief
Address: 5840 Enterprise Drive
Lansing, MI 48911-4107
Telephone: (517) 887-8949
Fax: (517) 887-8937
Email: cjhoard@usgs.gov

Customer Technical Point of Contact

Name: Mr. Mike Kipela
City of Marquette
Address: 300 W. Baraga Avenue
Marquette, MI 49855
Telephone: (906) 225-8979
Fax:
Email: mkilpela@marquettemi.gov

USGS Billing Point of Contact

Name: Eric Hanes
Budget Analyst
Address: 5840 Enterprise Drive
Lansing, MI 48911-4107
Telephone: (517) 887-8951
Fax: (517) 887-8937
Email: emhanes@usgs.gov

Customer Billing Point of Contact

Name: Mr. Mike Kipela
City of Marquette
Address: 300 W. Baraga Avenue
Marquette, MI 49855
Telephone:
Email: mkilpela@marquettemi.gov

U.S. Geological Survey
United States
Department of Interior

Marquette, City of

Signature

By _____ Date: _____
Name: John F Walker
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION
PERMIT**

Issued To:

City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

Permit No: WRP006364
Submission No.: 2PK-6MVJ-614B
Site Name: 52-City of Marquette - Whetstone Brook/wetlands - Hospital Transportation Upgrades
Issued: April 24, 2017
Revised:
Expires: April 24, 2022

This permit is being issued by the Michigan Department of Environmental Quality (MDEQ), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- | | |
|---|---|
| ☒ Part 301, Inland Lakes and Streams | ☐ Part 323, Shorelands Protection and Management |
| ☒ Part 303, Wetlands Protection | ☐ Part 325, Great Lakes Submerged Lands |
| ☐ Part 315, Dam Safety | ☐ Part 353, Sand Dunes Protection and Management |
| ☒ Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Perform transportation improvements on U.S.-41, 7th St./Grove St., Baraga Avenue, and construct the new Hospital Drive, including the following regulated activities in Whetstone Brook and associated wetlands and 100-year floodplain:

Reconstruct the existing 26 foot long sheet pile and rock control structure at the same length and approximately same inlet and outlet elevations such that it directs flows into the new Hospital Drive culvert

Install a new 140 foot long by 12 foot span by 7 foot rise arch culvert with wingwalls for the new Hospital Drive crossing of Whetstone Brook. Fill voids in the riprap with sand/gravel mix. Construct 95 lineal feet of new stream channel downstream of the culvert. Convert the existing 285 square feet of abandoned channel to wetland by backfilling and seeding with a wetland seed mix.

Reconfigure and reconstruct the existing flood control basin between U.S.-41 and Baraga Avenue, including compensating cut and fill to increase floodwater storage capacity within the basin. Remove and replace the existing basin inlet with three (3), 172 foot long by 8 foot wide by 4 foot high concrete box culverts and one (1), 176 foot long by 4 foot diameter circular concrete inlet culvert. Reconstruct a portion of the basin outlet by removing two existing gates and installing a 1.35 foot by 1.35 foot gate. The remaining outlet structures will not be modified.

At the 7th St /Grove St. intersection with U.S. – 41, remove the existing structure and install a 184

foot long by 11 foot span by 10 foot rise concrete box culvert with 8 variable height, v-notch baffles spaced at 26 foot intervals. V-notches shall alternate sides of the baffles to mimic flow sinuosity.

Place a total of 2665 cubic yards of fill in 0.41 acres of wetland adjacent to Whetstone Brook to construct Hospital Drive, improve the 7th St/Grove intersection, and improve a portion of Baraga Avenue. Construct a 0.80 acre wetland mitigation site at Presque Isle Park.

Over the project area place a total of 6112 cubic yards of fill below the 100-year flood elevation of Whetstone Brook with 4074 cubic yards of compensating cut and 100 lineal feet of chain link fence

Place a total of 1170 cubic yards of rock riprap including 920 cubic yards below the Ordinary High Water Mark of Whetstone Brook

West of 7th Street, install 62 lineal feet of new 8 inch sanitary sewer through wetlands and 9 lineal feet through Whetstone Brook. Remove one existing sanitary manhole and abandon existing 8 inch sanitary sewer in place. Remove 30 lineal feet of 8 inch sanitary sewer through wetlands and 8 feet through Whetstone Brook within the new culvert. East of 7th Street lower approximately 70 lineal feet of 16 inch watermain beneath the new culvert.

Regrade areas within Whetstone Brook at various locations to provide flood control and to ensure normal flows are not diverted into the flood control basin

Install 12 stormwater outfall pipes at various locations along Whetstone Brook/floodplain

All work shall be performed according to the attached plans prepared by the City of Marquette/DLZ Michigan Inc. and filed with the Water Resources Division on February 24, 2017.

Water Course Affected: Whetstone Brook/wetlands

Property Location: Marquette County, City of Marquette, Town/Range/Section 48N25W22/23

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify the MDEQ within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of the MDEQ.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.

- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, the MDEQ has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, the MDEQ may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from the MDEQ. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to the MDEQ to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all of the above information may be provided to the MDEQ. The MDEQ will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

Authority granted by this permit does not waive compliance requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA. Any discharge of sediment into waters of the state and/or off the road right-of-way is a violation of this permit, Part 91, and Part 31, Water Resources Protection, of the NREPA. A violation of these parts subjects the permittee to potential fines and penalties.

This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.

The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.

Temporary soil erosion and sedimentation control measures shall be installed before or upon commencement of the earth change and shall be maintained daily. Temporary soil erosion and sedimentation control measures shall be maintained until permanent soil erosion and sedimentation control measures are in place and the area is stabilized. Permanent soil erosion and sedimentation control measures for all slopes, channels, ditches, or any disturbed area shall be installed within five (5) calendar days after final grading or the final earth change has been completed.

All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity, and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.

All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.

This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.

This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, revegetated and reseeded with native Michigan species appropriate to the site, and mulched in such a manner so as to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.

During removal of the existing structures, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal and/or reconstruction of the structures shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.

Prior to the removal of the existing structures, cofferdams of steel sheet piling, gravel bags, clean stone, coarse aggregate, concrete or other acceptable barriers shall be installed to isolate all construction activity from the water. The barriers shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site.

All cofferdam and temporary steel sheet pile shall then be removed in its entirety, unless specifically shown to be left in place on the accepted plans. Cofferdam and sheet pile that is left in place shall be cut off at the elevation shown on the plans and shall be a minimum of one foot below the stream bottom.

The existing structure shall be kept open to pass the stream flow during removal of the existing road fill.

The placement of the new culvert and the initial placement of fill in the stream shall be done immediately after removal of the existing culvert. The placement shall be conducted in such a manner that all flow is immediately passed through the new culverts, allowing the major placement of fill to be done in the dry or in still water where erosion and sedimentation will be minimized. The fill material used in this initial placement shall be washed gravel, coarse aggregate, or rock and shall be placed at both ends of the culvert to a level above normal water level before backfill material is placed.

The culverts shall be installed to align with the center line of the existing stream at both the inlet and outlet ends, and must be installed to the elevations shown on the approved plans.

Road fill side slopes shall not be steeper than 1-on-2 (1 vertical to 2 horizontal) except where headwalls of reinforced concrete, mortar masonry, dry masonry, or other acceptable methods are used.

Road fill side slopes terminating in the stream and any raw streambanks resulting from the construction shall be stabilized with temporary measures in accordance with appropriate Best Management Practices based on site conditions, and if necessary, may be riprapped extending above the ordinary high water mark, before or upon commencement of the permitted activity. Temporary stabilization measures shall be maintained until permanent measures are in place.

All other road fill slopes, ditches, and other raw areas draining directly to the stream may be protected with riprap, sod and/or seed and mulch as may be necessary to provide effective erosion protection. The placement of riprap shall be limited to the minimum necessary to ensure proper stabilization of the side slopes and fill in the immediate vicinity of the structure.

If the project, or any portion of the project, is stopped and lies incomplete for any length of time other than that encountered in a normal work week, every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seed and mulch, or other acceptable temporary protection.

No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.

Rock riprap shall be placed so that it does not narrow up the stream or interfere with stream flows in and out of the culverts.

The City of Marquette and Michigan Department of Transportation (MDOT) shall complete and implement the following flood mitigation risk measures as indicated in MDOT's email dated April 14, 2017:

- a. Install and maintain a stream gage that monitors water elevation in Whetstone Brook near the culvert under US-41 near Altamont. The gage will include technology that provides an alert when a particular water elevation is reached (elevation to be determined) that will allow sufficient time for implementation of the flood action plan.
- b. Develop a 1-2 page flood action plan that specifies measures which shall be taken should the triggering water elevation be reached. This shall include things such as lane/shoulder closures and emergency personnel response.

- c. Include maintaining traffic typical(s) for lane and shoulder closures, a predetermined detour route (if necessary) and an emergency contact list as attachments to the plan.

The project is located within a community that participates in the National Flood Insurance Program (NFIP). As a participant in the NFIP, the community must comply with the Michigan Building Code (including Appendix G and listed supporting materials); the Michigan Residential Code; and Title 44 of the Code of Federal Regulations, Part 60, Criteria for Land Management and Use. The community is also responsible to ensure that its floodplain maps and studies are maintained to show changes to flood elevations and flood delineations as described in 44 CFR, Part 65, Identification and Mapping of Special Hazard Areas.

The proposed fill and building are located within a 100-year floodplain included in the community's Flood Insurance Rate Map and/or flood elevation study. The permittee must apply to the Federal Emergency Management Agency (FEMA) for a Letter of Map Revision based on fill (LOMR-F) if engineered earthen fill is placed within the mapped 100-year floodplain. As part of the National Flood Insurance Program (NFIP) requirements the community must ensure that the requirements found in Section 65.5(a) of the FEMA's 44 CFR Part 65 are followed.

Areas to be protected by riprap shall be cleared of brush and debris. All grades shall be shaped and compacted to the required cross section. Geotextile liner shall be placed on the prepared grades. The riprap installation shall not damage the geotextile liner.

Any alterations to the existing road grade elevations other than that shown on the plans will require prior approval from the Water Resources Division (WRD).

Wetland Mitigation

The permittee is required to submit final approvable Wetland Mitigation and Monitoring Plan to the MDEQ for the proposed mitigation site shown in the attached location map within 60 days of the issuance of this permit. The applicant must receive approval of the wetland mitigation plan from the MDEQ. The wetland mitigation plan must contain:

- a. Wetland mitigation goals and objectives, including the acreage (by ecological type) to be restored, created, or preserved and a description of the wetland to be impacted.
- b. Characterization of the existing conditions at the proposed wetland mitigation site including:
 - i. A description of the topography, soils, hydrology, and vegetation.
 - ii. A plan view that includes topographic information (at one (1) foot contour intervals), roads, trails, structures, property lines, directional arrows, scale, and the exact size and boundaries of existing wetlands, streams, and floodplain to the 100-year elevation.
 - iii. Typical cross-sections.
- c. The proposed wetland mitigation design including:
 - i. A description of the sources of hydrology, the source and type of soil amendments, wetland vegetation establishment, and wildlife structures.
 - ii. A plan view showing all of the proposed conditions of the mitigation site including all contour elevations (at one (1) foot contour intervals), structures, the type and size of all proposed wetland areas, property lines, directional arrows, scale, and the conservation easement area.
 - iii. Typical cross-sections.
 - iv. A water budget of inputs and outputs to the proposed wetland (e.g., precipitation, groundwater, runoff, evapotranspiration).
 - v. A vegetative establishment plan which includes a plan view, methods, species list with scientific and common names, type of propagule (seed, bare root stock, etc.), and source of any plant or seed stock.

- d. Locations of vegetative sampling transects, photo points, monitoring wells, and staff gauges for monitoring should be shown on a plan view.
- e. A schedule for completion of the mitigation site (e.g., initiation, grading, planting, introduction of hydrology, completion) and the site preparation and soil erosion/sedimentation control methods to be used during construction.
- f. Information on current site ownership and provisions for the long-term protection of the site including methods to be used to prevent and control the establishment of invasive plant species, to prevent over-grazing of vegetation, and to remove trash.

The permittee shall, as a primary condition of this permit, mitigate the loss of 0.41 acres of wetland, consisting of 0.02 acres of emergent and 0.39 acres of forested wetland. The authorization granted by this permit is contingent upon the completion of mitigation as follows:

- a. A new 0.80 acre wetland area, consisting of 0.80 acres of forested wetland, shall be created in accordance with plans approved by the MDEQ. If the permit conditions modify the mitigation plan, the permit conditions shall take precedence over the mitigation plan.
- b. The mitigation grading, planting, and introduction of hydrology shall be completed prior to or concurrent with initiating any other permitted activities.
- c. The permittee shall execute a conservation easement over the mitigation area as shown on the permit plans in a form identical to the conservation easement model on the MDEQ's website at www.michigan.gov/wetlands. The original executed conservation easement and associated exhibits must be sent to the MDEQ for review and recording prior to December 1, 2017. Send to: Conservation Easement Coordinator, MDEQ, Water Resources Division, P.O. Box 30458, Lansing, Michigan, 48909, with a copy of the executed easement mailed to the District Office.

The permittee may request in writing a permit revision to extend the time deadline for submittal of the conservation easement. Such permit revision shall be considered a minor permit revision pursuant to Section 30313b and must be accompanied by the appropriate fee. An acceptable executed conservation easement must be submitted to the MDEQ by the permittee prior to commencement of any permitted work within regulated areas.

The conservation easement boundary shall be demarcated by the placement of signs along the perimeter. The signs shall be placed at an adequate frequency, visibility, and height for viewing, made of a suitable material to withstand climatic conditions, and should be replaced as needed. The signs shall include the following language:

WETLAND CONSERVATION EASEMENT
NO CONSTRUCTION OR PLACEMENT OF STRUCTURES ALLOWED.
NO MOWING, CUTTING, FILLING, DREDGING OR
APPLICATION OF CHEMICALS ALLOWED.
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Except as otherwise provided by this permit or approved in writing by the MDEQ, the following activities are prohibited in perpetuity within the mitigation area: alteration of topography, creation of paths, trails, or roads; placement of fill, dredging, or excavation; drainage of surface or groundwater; construction or placement of any structure; plowing, tilling, or cultivating the soils or vegetation; cutting, removal, or alteration of vegetation; including the planting of non-native plant species; construction of unauthorized utility or petroleum lines; storage or disposal of garbage,

trash, debris, abandoned equipment; accumulation of machinery or other waste materials; use or storage of off-road vehicles; placement of billboards or signs; or the use of the wetland for the discharge of storm water (except as otherwise allowed in this permit).

- d. Unless approved in writing by the MDEQ, forested and scrub-shrub wetlands shall be graded at the same elevation (i.e. flat). The mitigation site shall not be fine graded, but shall be left in a rough grade state (allowing for the establishment of micro-topography). Any planting or seeding of the mitigation site must consist of native Michigan plant materials.
- e. Unless approved in writing by the MDEQ, the permittee shall install a water control structure that can manipulate the water levels in 2-6 inch increments. The failure to install adequate water control structures may lead to the need to re-grade the entire mitigation area should the hydrology establish differently than shown on the approved mitigation plans.
- f. The permittee shall notify the MDEQ's District Office, in writing and within 20 days of completion of each of the following items:
 - 1) final grading
 - 2) seeding and plant installation
- g. In the event the permitted activity is begun but not completed, the permittee or owner of record shall remain responsible for completion of the mitigation wetland and associated conditions, as determined by the MDEQ. Such determinations shall be based upon the extent of the disturbance to the existing wetlands.
- i. Should the mitigation wetland fail to become established after two complete growing seasons, or fail to progress satisfactorily towards a self-sustaining wetland system as required by this permit, the permittee shall:
 - i. Assess the problem and its probable causes;
 - ii. Develop reasonable and necessary corrective measures as a revision to original plans;
 - iii. Submit proposed corrective measures to the MDEQ for confirmation and approval within 60 days of identification of the problem; and
 - iv. Upon MDEQ approval, implement corrective measures.

Additional mitigation monitoring may be required to evaluate the success of the corrective measures.

Wetland Mitigation Performance Standards

The following performance standards will be used to evaluate the mitigation wetland:

- a. Construction has been completed in accordance with the MDEQ's approved plans and specifications included in the permit and mitigation plan.
- b. The mitigation wetland is characterized by the presence of water at a frequency and duration sufficient to support a predominance of wetland vegetation and the wetland types specified at the end of the monitoring period.
- c. A layer of high-quality topsoil, from the A horizon of an organic or loamy surface texture soil, is placed (or exists) over the entire wetland mitigation area at a minimum thickness of six (6) inches.
- d. The mitigation wetland shall be free of oil, grease, debris, and all other contaminants.
- e. A minimum of six (6) wildlife habitat structures, consisting of at least three (3) types, have been placed per acre of mitigation wetland. At least 50 percent of each structure shall extend above the normal water level. The types of acceptable wildlife habitat structures are:

- i. Tree stumps laid horizontally within the wetland area. Acceptable stumps shall be a minimum of 6 feet long (log and root ball combined) and 12 inches in diameter.
 - ii. Logs laid horizontally within the wetland area. Acceptable logs shall be a minimum of 10 feet long and 6 inches in diameter.
 - iii. Whole trees laid horizontally within the wetland area. Acceptable whole trees shall have all of their fine structure left intact (i.e., not trimmed down to major branches for installation), be a minimum of 20 feet long (tree and root ball), and a minimum of 12 inches in diameter.
 - iv. Snags which include whole trees left standing that are dead or dying, or live trees that will be flooded and die, or whole trees installed upright into the wetland. A variety of tree species should be used for the creation of snag habitat. Acceptable snags shall be a minimum of 20 feet tall (above the ground surface) and a minimum of 12 inches in diameter at breast height. Snags should be grouped together to provide mutual functional support as nesting, feeding, and perching sites.
 - v. Sand mounds at least 18 inches in depth and placed so that they are surrounded by a minimum of 30 feet of water measuring at least 18 inches in depth. The sand mound shall have at least a 200 square foot area that is 18 inches above the projected high water level and oriented to receive maximum sunlight.
- f. The mean percent cover of native wetland species in the herbaceous layer at the end of the monitoring period is not less than:

80 percent for forested wetland.

Extensive areas of open water and submergent vegetation areas having no emergent and/or rooted floating vegetation shall not exceed 20 percent of the mitigation wetland area. Extensive areas of bare soil shall not exceed five percent of the mitigation wetland area. For the purposes of these performance standards, extensive refers to areas greater than 0.01 acre (436 square feet) in size.

The total percent cover of wetland species in each plot shall be averaged for plots taken in the same wetland type to obtain a mean percent cover value for each wetland type. For the purposes of this standard, total percent cover is the percent cover of the ground surface covered by vegetation, bare soil, and open water, when viewed from above. Total percent cover cannot exceed 100 percent. Plots within identified extensive open water and submergent areas, bare soil areas, and areas without a predominance of wetland vegetation shall not be included in this average. Wetland species refers to species listed as facultative and wetter (FAC, FACW, OBL) on the U.S. Army Corps of Engineer's "National List of Vascular Plant Species That Occur in Wetlands" for Region 3.

- g. The mitigation wetland supports a predominance of wetland vegetation (as defined in the "MDEQ Wetland Identification Manual") in each vegetative layer, represented by a minimum number of native wetland species, at the end of the monitoring period. The minimum number of native wetland species per wetland type shall not be less than:

15 species within the forested wetland.

The total number of native wetland plant species shall be determined by a sum of all species identified in sample plots of the same wetland type.

- h. At the end of the monitoring period, the mitigation wetland supports a minimum of:
- Three hundred (300) individual surviving, established, and free-to-grow trees per acre in the forested wetland that are classified as native wetland species and consisting of at least three different species.

- Three hundred (300) individual surviving, established, and free-to-grow shrubs per acre in the scrub-shrub wetland that are classified as native wetland species and consisting of at least four different species.

Physiognomic classification of trees and shrubs shall be in accordance with the Michigan Floristic Quality Assessment (Michigan Department of Natural Resources, 2001).

- i. The mean percent cover of invasive species including, but not limited to, *Phragmites australis* (Common Reed), *Lythrum salicaria* (Purple Loosestrife), and *Phalaris arundinacea* (Reed Canary Grass) shall in combination be limited to no more than ten (10) percent within each wetland type. Invasive species shall not dominate the vegetation in any extensive area of the mitigation wetland.

If the mean percent cover of invasive species is more than ten (10) percent within any wetland type or if there are extensive areas of the mitigation wetland in which an invasive species is one of the dominant plant species, the permittee shall submit an evaluation of the problem to the MDEQ. If the permittee determines that it is infeasible to reduce the cover of invasive species to meet the above performance standard, the permittee must submit an assessment of the problem, a control plan, and the projected percent cover that can be achieved for review by the MDEQ. Based on this information, the MDEQ may approve an alternative invasive species standard. Any alternative invasive species standard must be approved in writing by the MDEQ.

If the mitigation wetland does not satisfactorily meet these standards by the end of the monitoring period, or is not satisfactorily progressing during the monitoring period, the permittee will be required to take corrective actions.

Wetland Mitigation Monitoring

The permittee shall monitor the wetland mitigation for a minimum of five (5) years following grading, planting, and introduction of hydrology. A monitoring report, which compiles and summarizes all data collected during the monitoring period, shall be submitted annually by the permittee. Monitoring reports shall cover the period of January 1 through December 31 and be submitted to the MDEQ prior to January 31 of the following year. The permittee shall conduct the following activities and provide the information collected in the monitoring reports:

- a. Measure inundation and saturation at all staff gauges, monitoring wells, and other stationary points shown in the mitigation plan monthly during the growing season. Hydrology data shall be measured at a sufficient number of points sampled at a sufficient frequency to accurately depict the water regime of each wetland type.
- b. Sample vegetation in plots located along transects shown in the mitigation plan once between July 15 and August 31. Woody vegetation may be sampled earlier in the growing season to allow for accurate counts. The number of sample plots necessary within each wetland type shall be determined by use of a species-area curve or other approach approved by the MDEQ. The minimum number of sample plots for each wetland type shall be no fewer than five (5). Sample plots shall be located on the sample transect at evenly spaced intervals or by another approach acceptable to the MDEQ. If additional or alternative sample transects are needed to sufficiently evaluate each wetland type, they must be approved in advance in writing by the MDEQ.

The herbaceous layer (all non-woody plants and woody plants less than 3.2 feet in height) shall be sampled using a 3.28 foot by 3.28 foot (one square meter) sample plot. The shrub and tree layer shall be sampled using a 30-foot radius sample plot. The data recorded for each herbaceous layer sample plot shall include a list of all living plant species, and an estimate of percent cover in five (5) percent intervals for each species, bare soil areas, and open water areas relative to the total area of the plot. The number and species of surviving, established, and free-to-grow trees and surviving, established, and free-to-grow shrubs shall be recorded for each 30-foot radius plot.

Provide plot data and a list of all the plant species identified in the plots and otherwise observed during monitoring. Data for each plant species must include common name, scientific name, wetland indicator category from the U.S. Army Corps of Engineers 2012 National Wetland Plant List for Michigan (Lichvar, R.W. 2012), physiognomic classification, and whether the species is considered native according to the Michigan Floristic Quality Assessment (Michigan Department of Natural Resources, 2001). Nomenclature shall follow in the *Flora of North America*, which can be found at www.fna.org.

The locations of sample transects and plots shall be identified in the monitoring report on a plan view showing the location of wetland types. Each transect and sample plot shall be permanently and visibly staked at a frequency sufficient to locate the transect and sample plots in the field.

- c. Delineate any extensive (greater than 0.01 acre in size) open water areas, bare soil areas, areas dominated by invasive species, and areas without a predominance of wetland vegetation, and provide their location on a plan view.
- d. Document any sightings or evidence of wading birds, songbirds, waterfowl, amphibians, reptiles, and other animal use (lodges, nests, tracks, scat, etc.) within the wetland noted during monitoring. Note the number, type, date, and hour of the sightings and evidence.
- e. Inspect the site, during all monitoring visits and inspections, for oil, grease, man-made debris, and all other contaminants and report findings. Rate (e.g., poor, fair, good, excellent) and describe the water clarity in the mitigation wetland.
- f. Provide annual photographic documentation of the development of the mitigation wetland during vegetation sampling from permanent photo stations located within the mitigation wetland. At a minimum, photo stations shall be located at both ends of each transect. Photos must be labeled with the location, date photographed, and direction.
- g. Provide one-time photographic documentation during construction of the placement of at least six (6) inches of high quality soil, from the A horizon of an organic or loamy surface texture soil, across the site.
- h. Provide the number and type of habitat structures placed and representative photographs of each structure type.
- i. Provide a written summary of data from previous monitoring periods and a discussion of changes or trends based on all monitoring results. This summary shall include a calculation of the acres of each wetland type established, a plan view drawing depicting each ecological type, and identification of all performance standards and whether each standard has been met.
- j. Provide a written summary of all the problem areas that have been identified and potential corrective measures to address them.

A qualified individual able to identify plants to genus and species must conduct the wetland monitoring. The MDEQ reserves the right to reject reports with substandard monitoring data.

The MDEQ will determine if the performance standards have been met. If the performance standards have not been met, the MDEQ may require corrective actions and subsequent annual monitoring until final approval from the MDEQ can be granted.

Prior to final written approval of the mitigation by the MDEQ, the permittee shall submit the following:

- i. A written statement that the mitigation is complete and request for final approval of the mitigation.
- ii. A copy of the permit.
- iii. "As-built" plans and specifications signed and sealed by a registered surveyor or licensed engineer.
- iv. A surveyed boundary of the established wetland within the mitigation area, including the total acreage of the mitigation wetland and the acreage of each type of wetland created. The wetland boundary shall be flagged and numbered in the field to allow easy identification by MDEQ field staff.
- v. Complete all monitoring requirements including the submittal of all required monitoring reports.

Issued By: _____

 
John Gustafson
Environmental Quality Analyst
Water Resources Division
906-203-9887

cc: Marquette City Clerk
Marquette County CEA
Wes Butch - DLZ Michigan Inc.
Colleen O'Keefe - WRD, Lansing
Rob Tervo - MDOT, Ishpeming

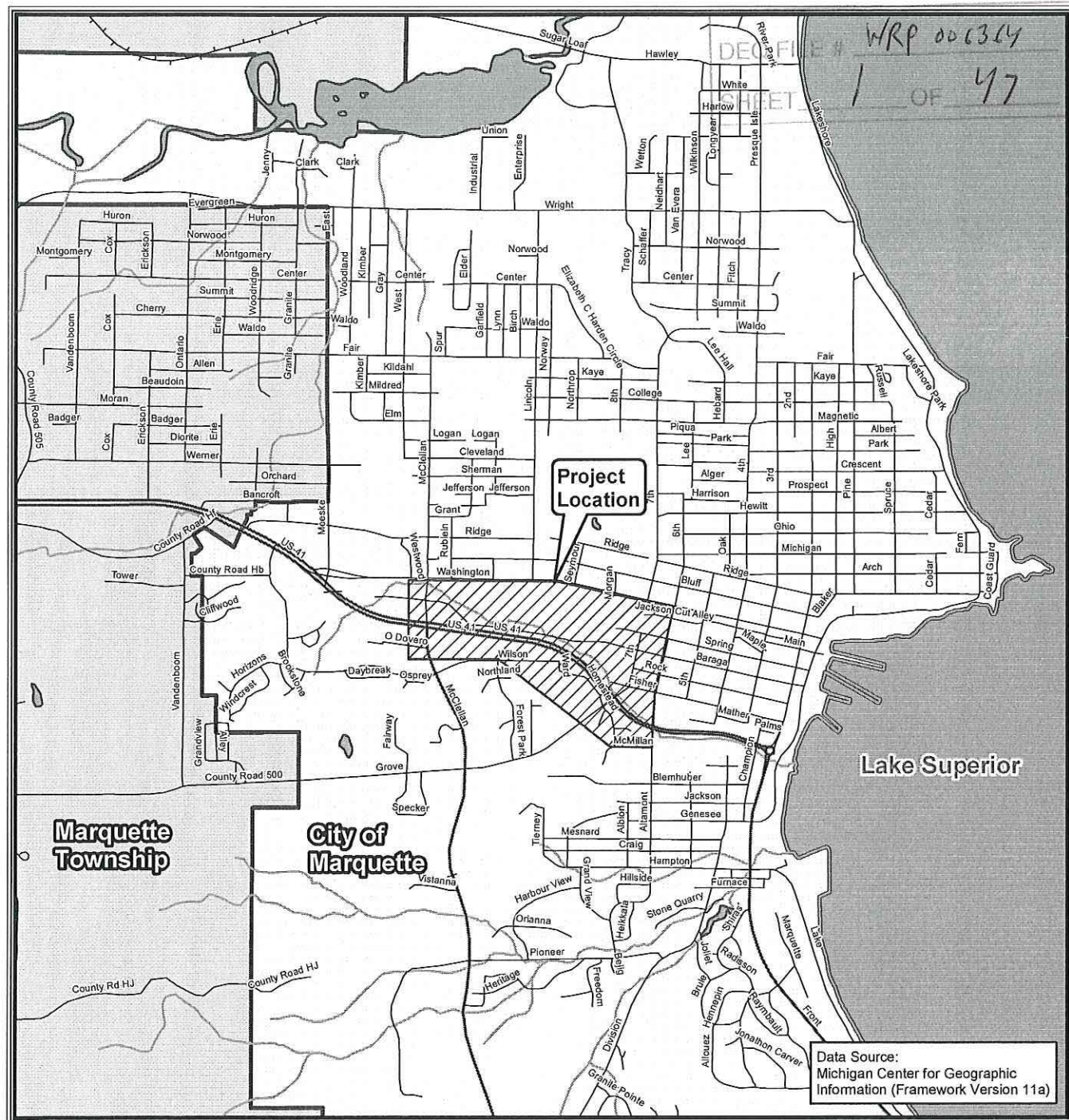
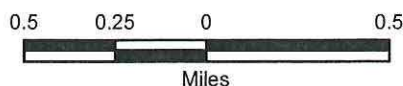


Figure 1 - Project Location Map
Marquette Hospital Transportation
Improvements Project
Environmental Assessment
City of Marquette
Marquette County, Michigan
April 2016



586
 4-24-17



CITY OF MARQUETTE
 HOSPITAL TRANSPORTATION
 IMPROVEMENTS PROJECT

April 2016

Figure 2. STUDY AREA

Legend

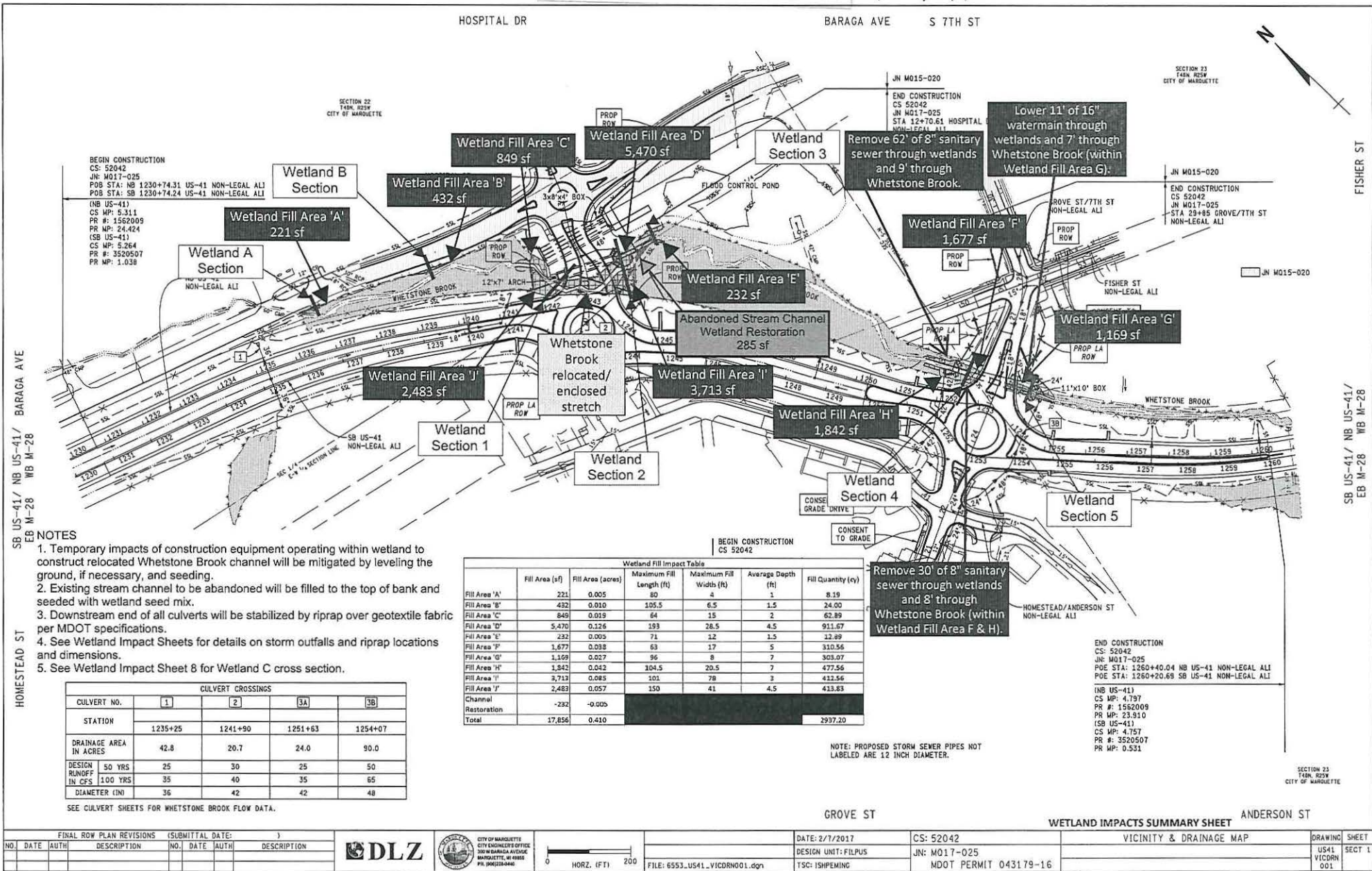
Study Area  Proposed Hospital Site  Wetland Delineation Limits 



DEQ FILE # WKP061314
SHEET 3 OF 47

086
4-24-17

HOSPITAL DR BARAGA AVE S 7TH ST



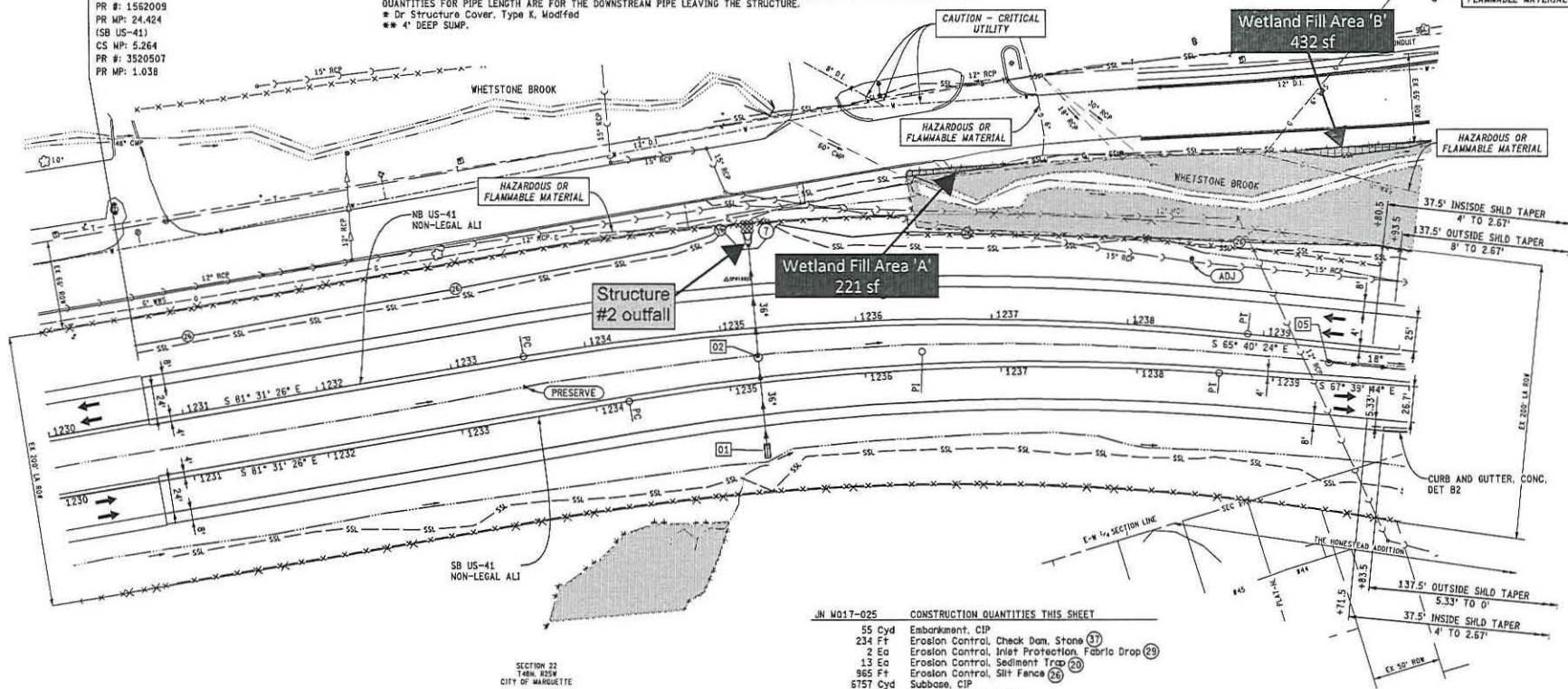
SECTION 22
 T49N, R25W
 CITY OF MARQUETTE

BEGIN CONSTRUCTION
 CONTROL SECTION 52042
 JOB NUMBER W017-025
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 POB STA 1230+74.24 SB US-41 NON-LEGAL ALI
 N = 841940.61 NB, E = 2614645.66 NB
 N = 841895.11 SB, E = 26142638.88 SB

(NB US-41)
 CS MP: 5.311
 PR #: 1562009
 PR MP: 24.424
 (SB US-41)
 CS MP: 5.264
 PR #: 3520507
 PR MP: 1.038

STRUCT NO.	ALIGNMENT	STATION	OFFSET	RIM ELEV	Dr Structure, --- Inch dia	Dr Structure, Add Depth of --- Inch dia, 8 foot to 15 foot	Dr Structure, Add Depth of --- Inch dia, more than 15 foot	Dr Structure Cover, Type ---	Sewer, CI --- --- Inch, Tr Det ---														Culv End Sect, --- Inch	Dr Marker Post	Outfall Label	Riprap Plain	Culv, Slip End Sect, 1 on 4, 36 Inch, Transv																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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NOTE: STATIONS AND OFFSETS ARE MEASURED TO THE EDGE OF TRAVEL FOR TYPE C, J AND K COVERS AND TO THE CENTER OF CASTING FOR B AND G COVERS.
 RIM ELEV IS AT THE GUTTER FLOWLINE OR DITCH FLOWLINE FOR CATCH BASINS AND AT THE CENTER OF COVER FOR MANHOLES.
 QUANTITIES FOR PIPE LENGTH ARE FOR THE DOWNSTREAM PIPE LEAVING THE STRUCTURE.
 * Dr Structure Cover, Type K, Modified
 ** 4" DEEP SUMP.



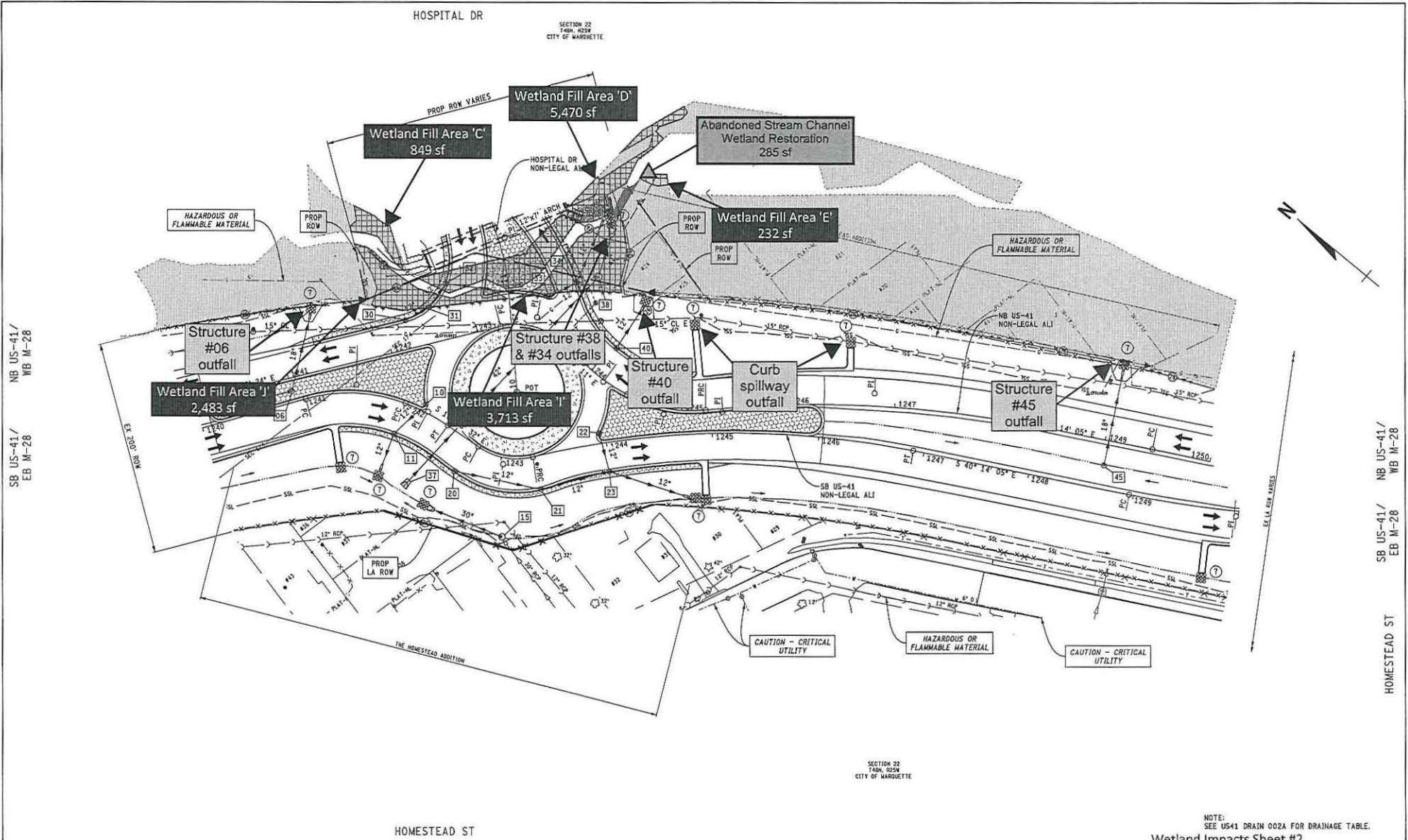
IN W017-025 CONSTRUCTION QUANTITIES THIS SHEET	
55 Cyd	Embarkment, CIP
234 Ft	Erosion Control, Check Dam, Stone (17)
2 Ea	Erosion Control, Inlet Protection, Fabrica Drop (29)
13 Ea	Erosion Control, Sediment Trap (20)
965 Ft	Erosion Control, Silt Fence (26)
6157 Cyd	Subbase, CIP
4980 Syd	Aggregate Base, 6 Inch
2864 Syd	Aggregate Base, 9 Inch
820 Syd	Shoulder, CI II, 3 Inch
1 Ea	Dr Structure Cover, Adj. Case 2
3800 Ft	Underdrain, Subbase, 6 Inch
863 Ton	HMA, 3E3
576 Ton	HMA, 4E3, High Stress
432 Ton	HMA, 5E3, High Stress
496 Ton	HMA, LVSP
17 Ft	Curb and Gutter, Conc, Det B2
1882 Ft	Fence, Woven Wire with Steel Post

Wetland Impacts Sheet #1

FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3			DLZ			CITY OF MARQUETTE CITY ENGINEER'S OFFICE 200 W BARAGA AVENUE MARQUETTE, MI 49801 PH: (605) 223-0440			DATE: 2/17/2017			CS: 52042			CONSTRUCTION SHEET			DRAWING SHEET		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION																

DEQ FILE # WRP001719
 SHEET 5 OF 77

086
 4-24-17



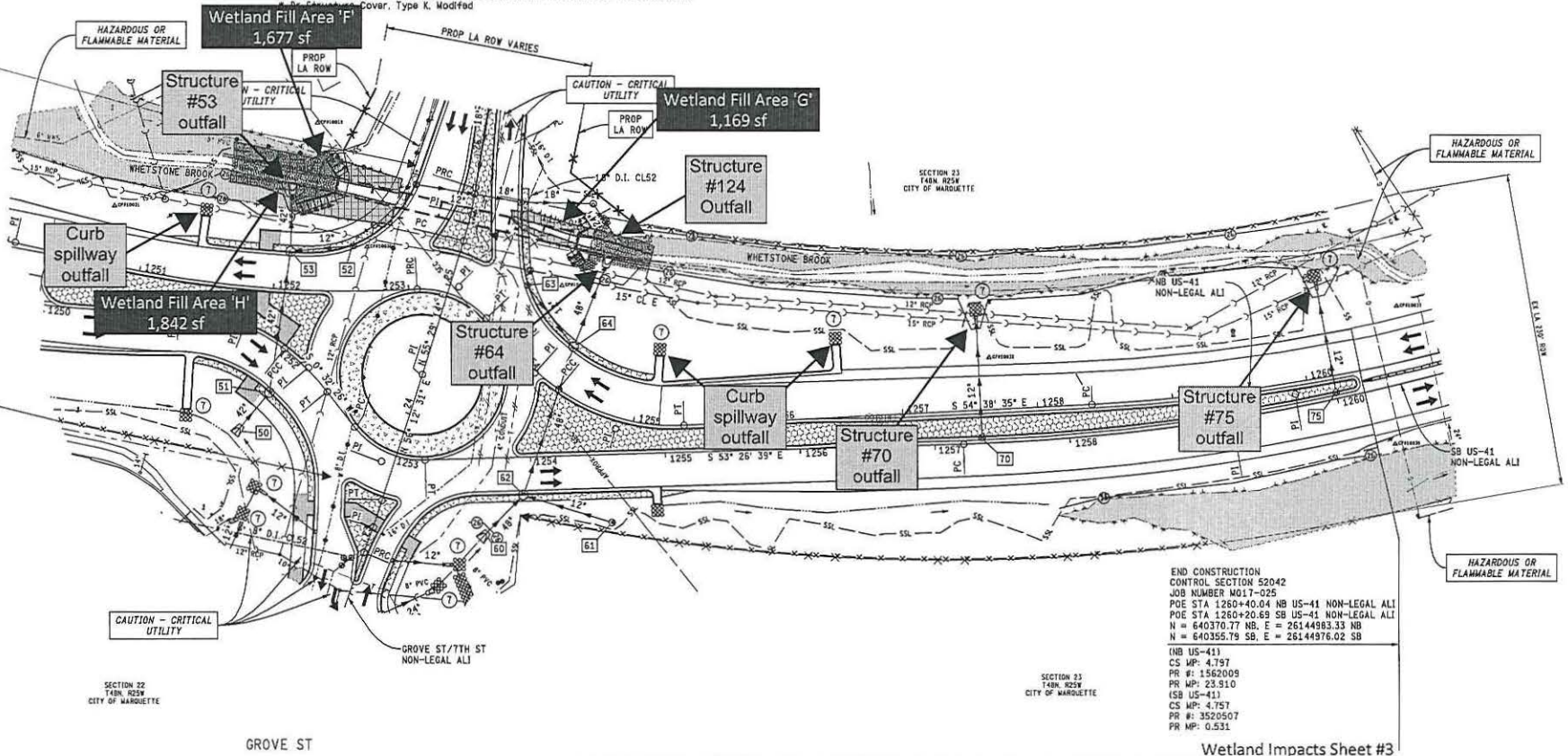
FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)			DLZ			CITY OF MARQUETTE CITY ENGINEER'S OFFICE 301 W. SARADA AVENUE MARQUETTE, MI 49801 PH: (231) 229-0440			DATE: 2/7/2017 DESIGN UNIT: FILPUS TSC: ISHPENING			CS: 52042 JN: MQ17-025 MDOT PERMIT 043179-16			DRAINAGE SHEET US-41/M-28 STA 1240+00 TO STA 1250+00			DRAWING SHEET US41 DRAIN 002			SECTION 1		
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006
4-24-17

S 7TH ST										DRAINAGE SUMMARY										ALTAMONT ST									
STRUCT NO.	ALIGNMENT	STATION	OFFSET	RIM ELEV	Dr Structure, -- inch dia	Dr Structure, Add Depth of -- inch dia, 8 foot to 15 foot	Dr Structure, Add Depth of -- inch dia, more than 15 foot	Dr Structure Cover, Type --		Sewer, CI -- inch, Tr 60"										Culv End Sect, -- inch	Dr Marker Post	Outfall Label	Riprap, Plain	Sewer, CI E, 48 inch, Tr Det B					
					24	48	60	72	48	60	72	48	60	72	B	C	G	J	K										
					Ea	Ea	Ea	Ea	Ff	Ff	Ff	Ff	Ff	Ff	Ea	Ea	Ea	Ea	Ea		Ea	Ea	Ea	Ea	Ea	Ea	Ea	Ea	Ea
50	SB US-41	1252+00.00	72.00 RT																										
51	SB US-41	1251+37.60	29.00 RT	698.42		1		3																					
52	NB US-41	1252+60.00	31.55 LT	698.84																									
53**	NB US-41	1252+11.15	25.00 LT	698.20		1		7		1																			
60	SB US-41	1253+60.75	60.00 RT																										
61	SB US-41	1254+59.74	50.20 RT	693.16		1																							
62	SB US-41	1253+93.88	25.00 RT	698.02		1		7																					
63	NB US-41	1253+65.00	36.93 LT	699.37		1																							
64**	NB US-41	1254+28.43	29.00 LT	698.66		1		7		5																			
70**	SB US-41	1257+35.00	2.67 LT	692.15																									
75**	SB US-41	1260+00.00	2.67 LT	688.71																									
UN M017-025 TOTAL					5	4	1	24		6	2	1	6	336		182	117	60											

NOTE: STATIONS AND OFFSETS ARE MEASURED TO THE EDGE OF TRAVEL FOR TYPE C, J AND K COVERS AND TO THE CENTER OF CASTING FOR B AND G COVERS.
 RIM ELEV IS AT THE GUTTER FLOWLINE OR DITCH FLOWLINE FOR CATCH BASINS AND AT THE CENTER OF COVER FOR MANHOLES.
 QUANTITIES FOR PIPE LENGTH ARE FOR THE DOWNSTREAM PIPE LEAVING THE STRUCTURE.
 Cover, Type K, Modified

SECTION 22
 T4BN, R25W
 CITY OF MARQUETTE



END CONSTRUCTION
 CONTROL SECTION 52042
 JOB NUMBER M017-025
 POE STA 1260+40.04 NB US-41 NON-LEGAL ALI
 POE STA 1260+20.69 SB US-41 NON-LEGAL ALI
 N = 640370.77 NB, E = 25144983.33 NB
 N = 640355.79 SB, E = 26144976.02 SB
 (NB US-41)
 CS WP: 4.797
 PR #: 1562009
 PR MP: 23.510
 (SB US-41)
 CS WP: 4.757
 PR #: 3520507
 PR MP: 0.531

Wetland Impacts Sheet #3

FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: J			DLZ			CITY OF MARQUETTE CITY ENGINEER'S OFFICE 300 W BARBARA AVENUE MARQUETTE, MI 49801 PH: (906)225-0444			DATE: 2/7/2017			CS: 52042			DRAINAGE SHEET			DRAWING SHEET		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION																
FILE: 6553_US41_DRAIN1250.dgn												TSC: ISHPENDING			JN: M017-025			MDOT PERMIT 043179-16			STA 1250+00 TO STA 1260+40.04		
																					US-41/M-28		
																					US41 DRAIN 003		
																					SECT 1		

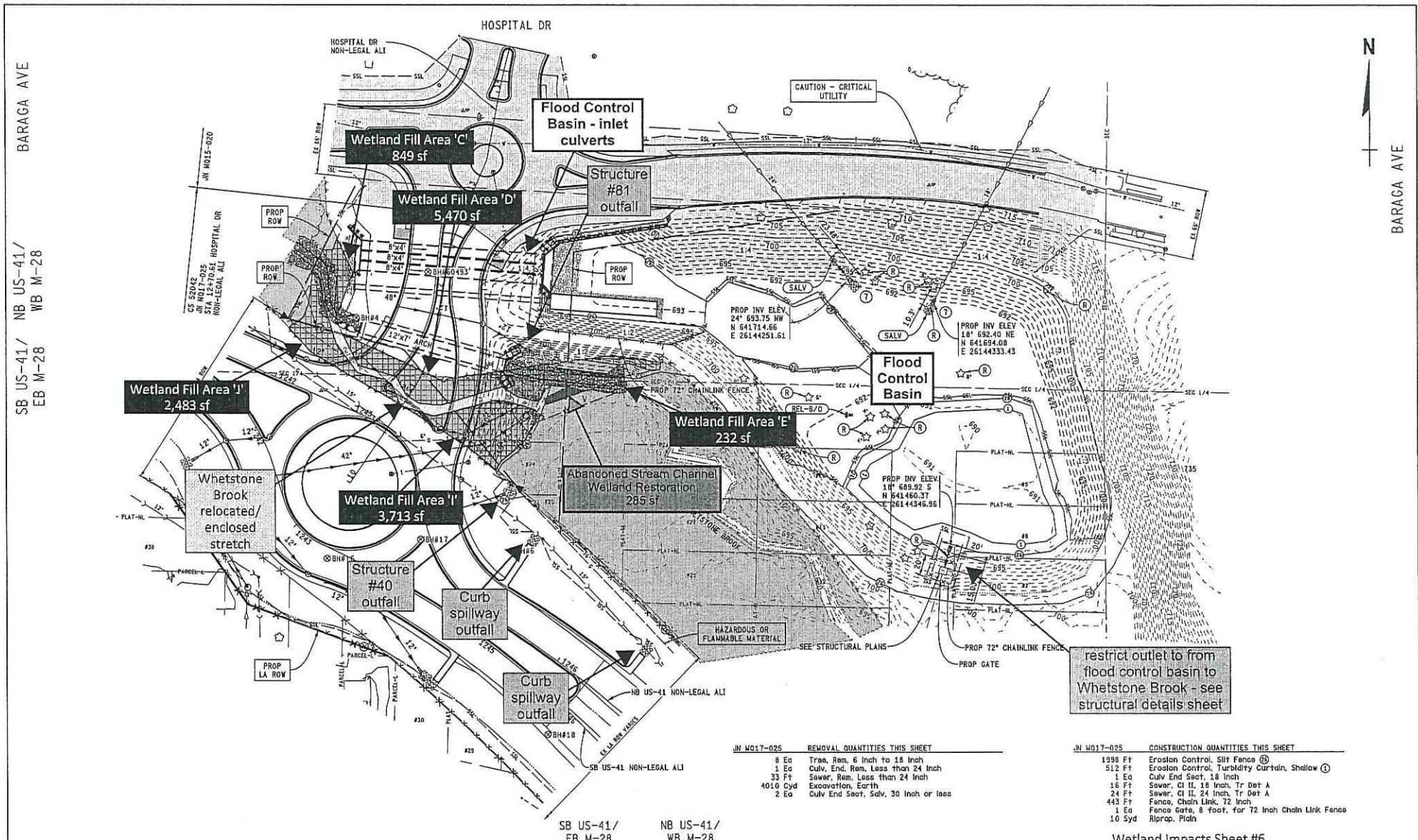


NOTE: STATIONS AND OFFSETS ARE MEASURED TO THE EDGE OF TRAVEL FOR TYPE C, J AND K COVERS AND TO THE CENTER OF CASTING FOR B AND G COVERS. RIM ELEV IS AT THE GUTTER FLOWLINE OR DITCH FLOWLINE FOR CATCH BASINS AND AT THE CENTER OF COVER FOR MANHOLES. QUANTITIES FOR PIPE LENGTH ARE FOR THE DOWNSTREAM PIPE LEAVING THE STRUCTURE.

- Dr Structure Cover, Type K, Modified
- 4' DEEP SUMP.

BARAGA

585
 4-24-17



JN M017-025 REMOVAL QUANTITIES THIS SHEET

8 Ea	Tree, Rem. 6 inch to 18 inch
1 Ea	Culv. End, Rem. Less than 24 inch
33 Ft	Sewer, Rem. Less than 24 inch
401.0 Cyd	Excavation, Earth
2 Ea	Culv End Sect, Salv. 30 inch or less

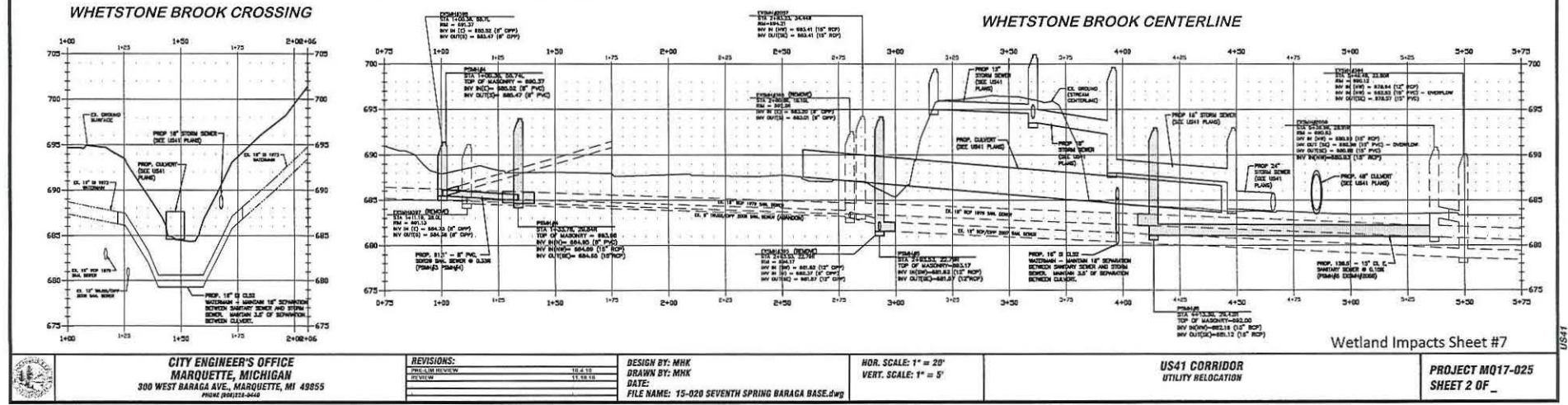
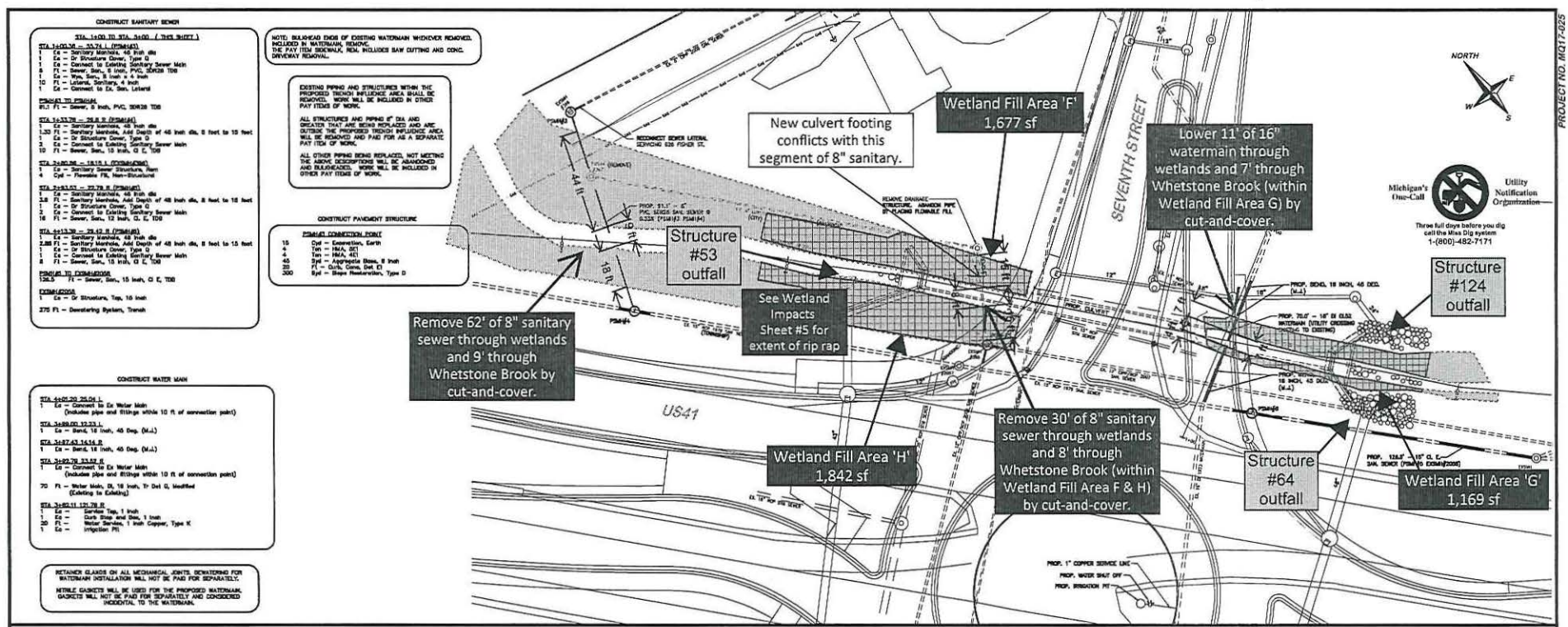
JN M017-025 CONSTRUCTION QUANTITIES THIS SHEET

1998 Ft	Erosion Control, Silt Fence (B)
512 Ft	Erosion Control, Turbidity Curtain, Shallow (1)
1 Ea	Culv End Sect, 18 inch
16 Ft	Sewer, CI II, 18 inch, Tr Det A
24 Ft	Sewer, CI II, 24 inch, Tr Det A
443 Ft	Fence, Chain Link, 72 inch
1 Ea	Fence Gate, 8 foot, for 72 inch Chain Link Fence
10 Syd	Riprap, Plain

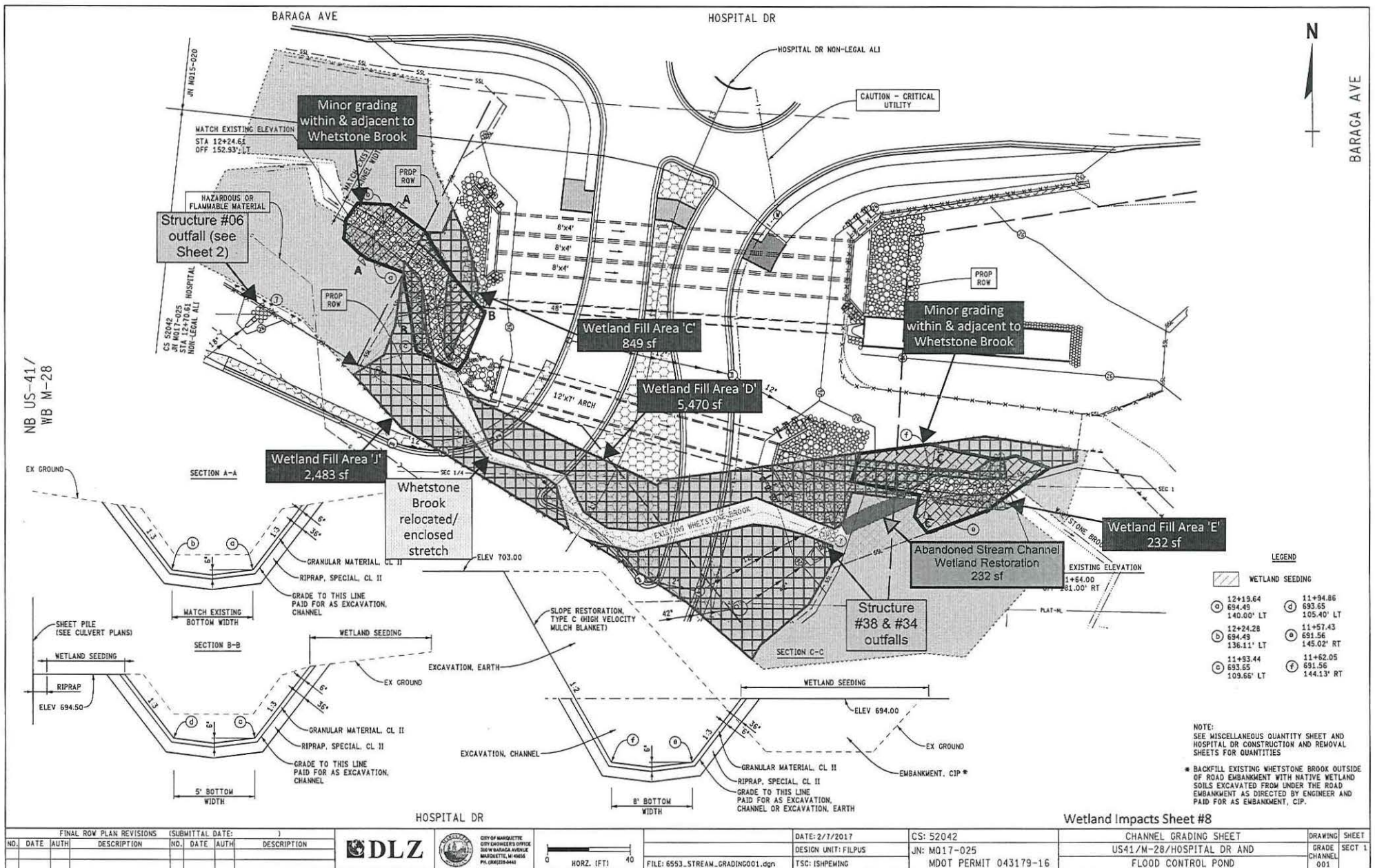
Wetland Impacts Sheet #6

FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: 3						CITY OF MARQUETTE CITY ENGINEER'S OFFICE 300 W. BARAGA AVENUE MARQUETTE, MI 49855 TEL: (907) 235-4444	DATE: 2/7/2017	CS: 52042	GRADING SHEET		DRAWING	SHEET	
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION						JN: M017-025	US41/M-28/HOSPITAL DR AND			GRADE POND 001

805
4-24-17



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4-24-17



DEQ FILE # WKP 066364

SHEET 12 OF 77

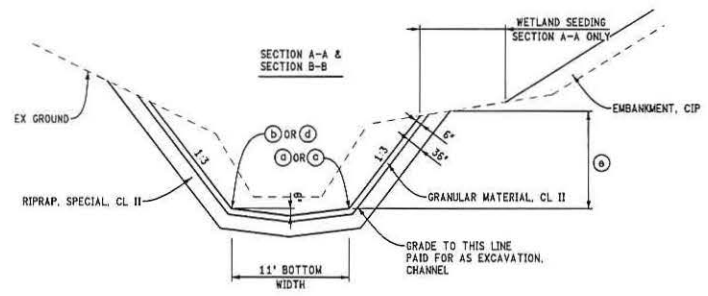
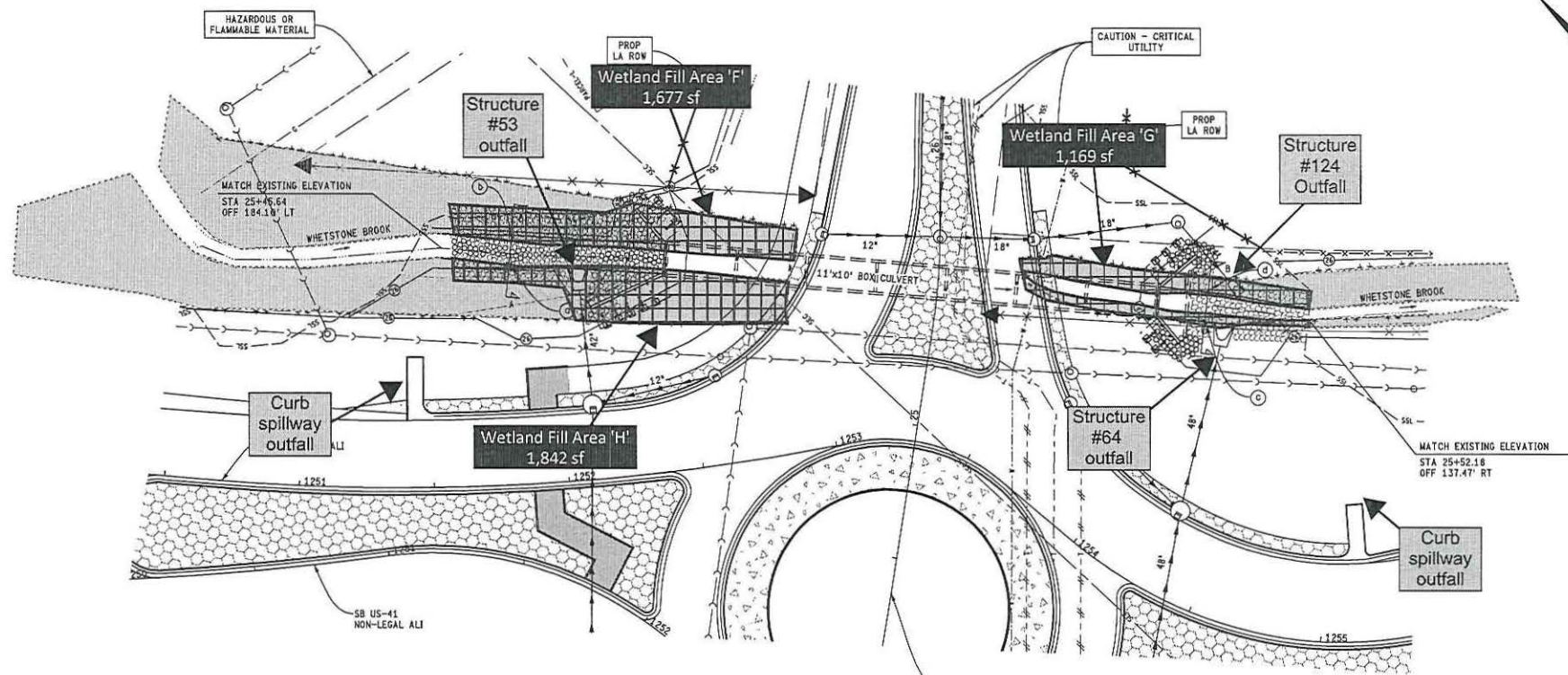
806
4-24-17

S 7TH ST



SB US-41/
WB M-28

NB US-41/
WB M-28



LEGEND

WETLAND SEEDING	
(a) 25+36.62 687.55 158.77' LT	(b) 25+66.80 687.55 158.75' LT
(c) 25+49.07 685.50 99.41' RT	(d) 25+56.93 685.50 99.80' RT

(e) 5' MAXIMUM FOR SECTION B-B FOR GRANULAR MATERIAL, CL II AND RIPRAP, SPECIAL, CL II.

NOTE:
SEE MISCELLANEOUS QUANTITY SHEET AND
US-41 AND 7TH ST CONSTRUCTION AND REMOVAL
SHEETS FOR QUANTITIES

GROVE ST

Wetland Impacts Sheet #9

FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: _____				CITY OF MARQUETTE		DATE: 2/7/2017		CS: 52042		CHANNEL GRADING SHEET		DRAWING SHEET	
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	CITY ENGINEER'S OFFICE 300 W BARABAZA AVENUE MARQUETTE, MI 49801 PH (269) 229-0440		DESIGN UNIT: FILPUS		JN: M017-025		US41/M-28/7TH ST		GRADE CHANNEL 002	
										TSC: ISHP/EMING		MDOT PERMIT 043179-16				SECT 1	

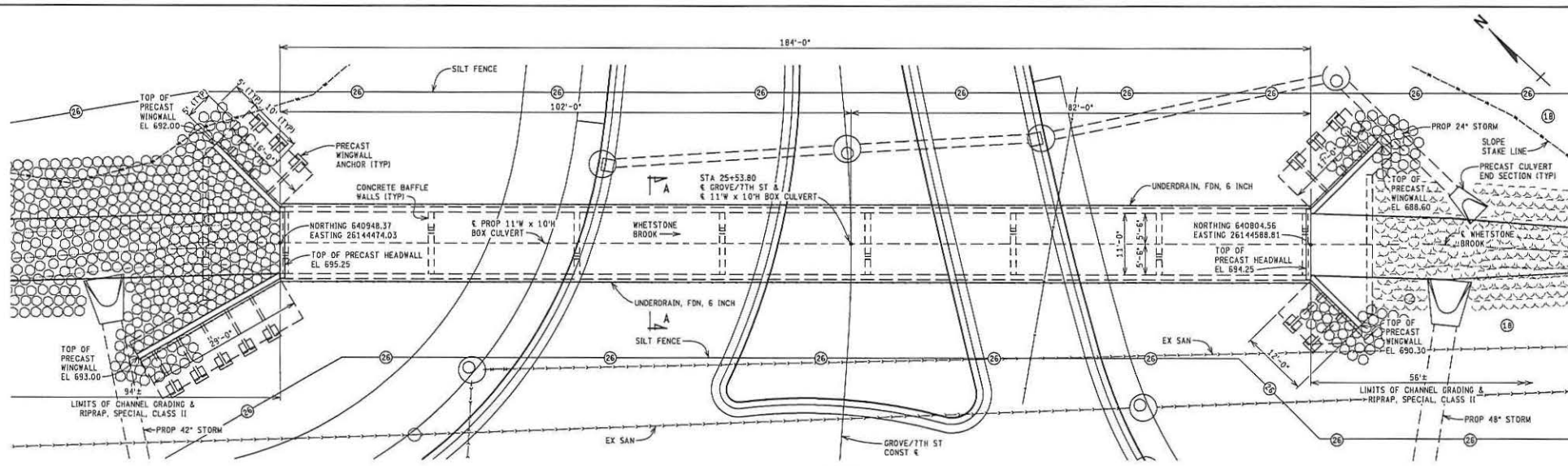


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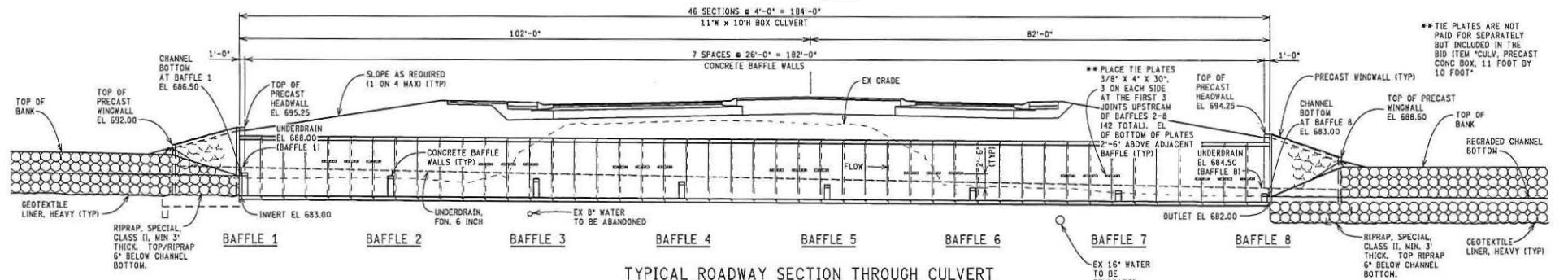
DEQ FILE # **WRP061314**

SHEET **13** OF **47**

4-24-17



PLAN



TYPICAL ROADWAY SECTION THROUGH CULVERT

SUMMARY OF HYDRAULIC ANALYSIS								
EXISTING				PROPOSED				
FLOOD DATA	DIS-CHARGE (CFS)	WATER SURFACE ELEV. AT U/S FACE OF STRUCTURE	VELOCITY AT D/S FACE (FPS)	WATER SURFACE ELEV. AT U/S FACE OF STRUCTURE	VELOCITY AT D/S FACE (FPS)	WATERWAY AREA (SQ FT) AT D/S FACE	CHANGE IN V/S EL 105' U/S OF PROPOSED STRUCTURE	
50 YEAR	220	692.77	13.3	689.69	5.1	43.1	-1.69	
100 YEAR	290	696.45	17.8	690.31	5.7	50.5	-4.65	
MAXIMUM BRIDGE AREA BELOW LOW CHORD IS 110 SQUARE FEET								

THE WATER SURFACE AND/OR ENERGY GRADE ELEVATIONS SHOWN ON THE ABOVE HYDRAULIC TABLE ARE TO BE USED FOR COMPARISON PURPOSES ONLY AND ARE NOT TO BE USED FOR ESTABLISHING A REGULATORY FLOODPLAIN. THE ELEVATIONS MAY BE USED PROVIDED THEY ARE VERIFIED WITH THE LAND AND WATER MANAGEMENT DIVISION, MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.

EROSION AND SEDIMENTATION CONTROL MEASURES		KEY NO.
Riprap, Special, Class II		(7)
Erosion Control, Filter Bag		(18)
Erosion Control, Silt Fence		(26)

PLACE AS DIRECTED BY THE ENGINEER

FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3		
NO.	DATE	AUTH.	DESCRIPTION	NO.	DATE



NO SCALE

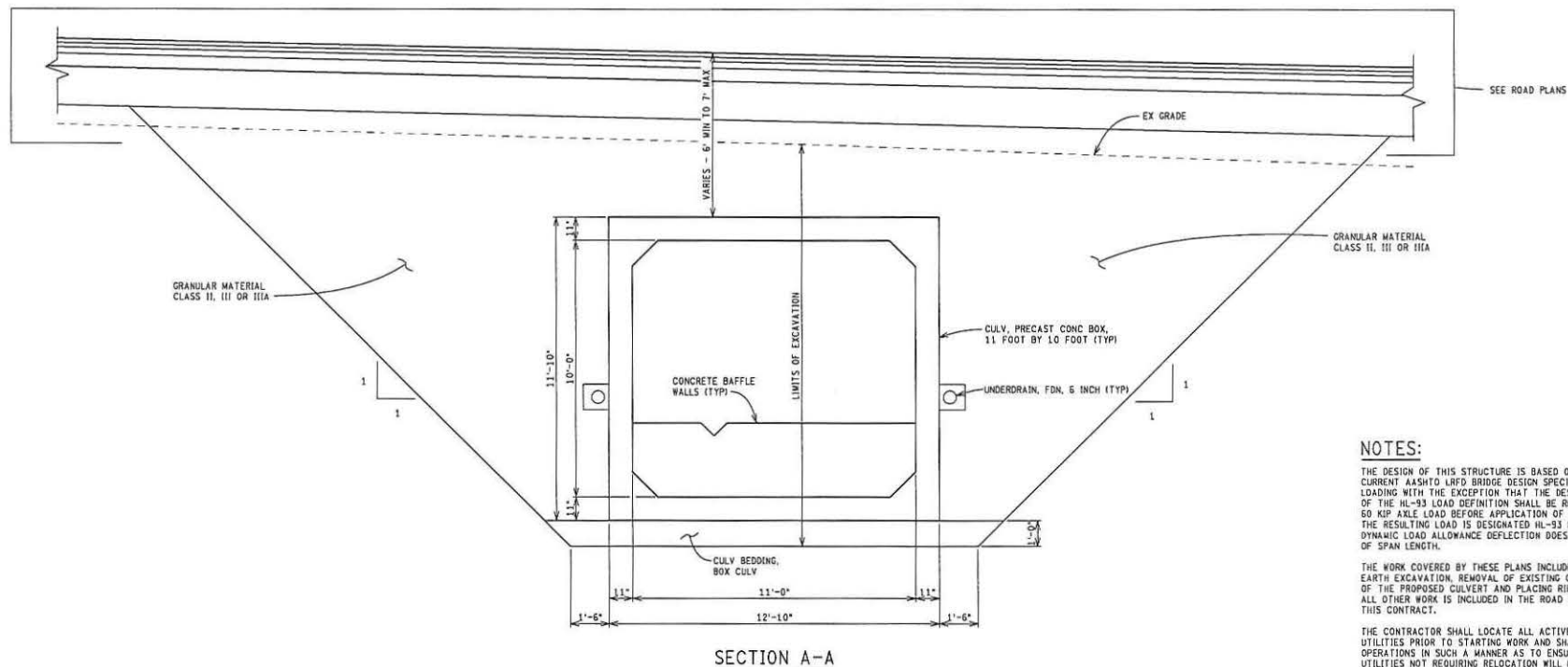
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FILE: 6553 US41 Grove St Box Culvert.dgn	TSC: ISHPWING	MDOT PERMIT 043179-16

GROVE ST PROP BOX CULVERT		DRAWING	SHEET
GENERAL PLAN OF STRUCTURE		US41	122

WRP006364

47

9-24-17



SECTION A-A

NOTES:

THE DESIGN OF THIS STRUCTURE IS BASED ON 1.2 TIMES THE CURRENT AASHTO LRFD BRIDGE DESIGN SPECIFICATION HL-93 LOADING WITH THE EXCEPTION THAT THE DESIGN TANDEM PORTION OF THE HL-93 LOAD DEFINITION SHALL BE REPLACED BY A SINGLE 60 KIP AXLE LOAD BEFORE APPLICATION OF THIS 1.2 FACTOR. THE RESULTING LOAD IS DESIGNATED HL-93 MOD. LIVE LOAD PLUS DYNAMIC LOAD ALLOWANCE DEFLECTION DOES NOT EXCEED 1/800 OF SPAN LENGTH.

THE WORK COVERED BY THESE PLANS INCLUDES CHANNEL EXCAVATION, EARTH EXCAVATION, REMOVAL OF EXISTING CULVERT, CONSTRUCTION OF THE PROPOSED CULVERT AND PLACING RIPRAP TO THE LIMITS SHOWN. ALL OTHER WORK IS INCLUDED IN THE ROAD PLANS THAT ARE PART OF THIS CONTRACT.

THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

THE VERTICAL CONTROL FOR THIS PROJECT WAS DETERMINED BY USING BM R329. ALL INTERMEDIATE CONTROL POINTS HAVE ELEVATIONS AND SHOULD BE USED AS THE BASIS OF ELEVATION FOR THIS PROJECT.

WATER LEVEL IS SUBJECT TO CHANGE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING A DETERMINATION OF WATER LEVELS THAT MAY EXIST DURING CONSTRUCTION.

IMMEDIATELY AFTER CONSTRUCTION OF A CULVERT WINGWALL IS COMPLETED, RIPRAP, SPECIAL SHALL BE PLACED ON THE ADJACENT EMBANKMENT SLOPES.

TOP OF RIPRAP ELEVATIONS SHALL BE AT OR BELOW EXISTING STREAMBED OR EXISTING GROUND ELEVATIONS.

GEOTEXTILE LINER SHALL BE PLACED ON ALL SLOPES PRIOR TO PLACING RIPRAP. PAYMENT FOR GEOTEXTILE LINER SHALL BE INCLUDED IN PAYMENT FOR RIPRAP, SPECIAL.

BROKEN CONCRETE SHALL NOT BE USED FOR RIPRAP, SPECIAL.

7TH STREET/GROVE STREET TRAFFIC WILL BE DETOURED OVER OTHER
EXISTING ROADS.

FOR LIMITS OF RIPRAP, SPECIAL, CLASS II AND EXCAVATION, CHANNEL
SEE DRAWING 'GRADE-CHANNEL-002'.

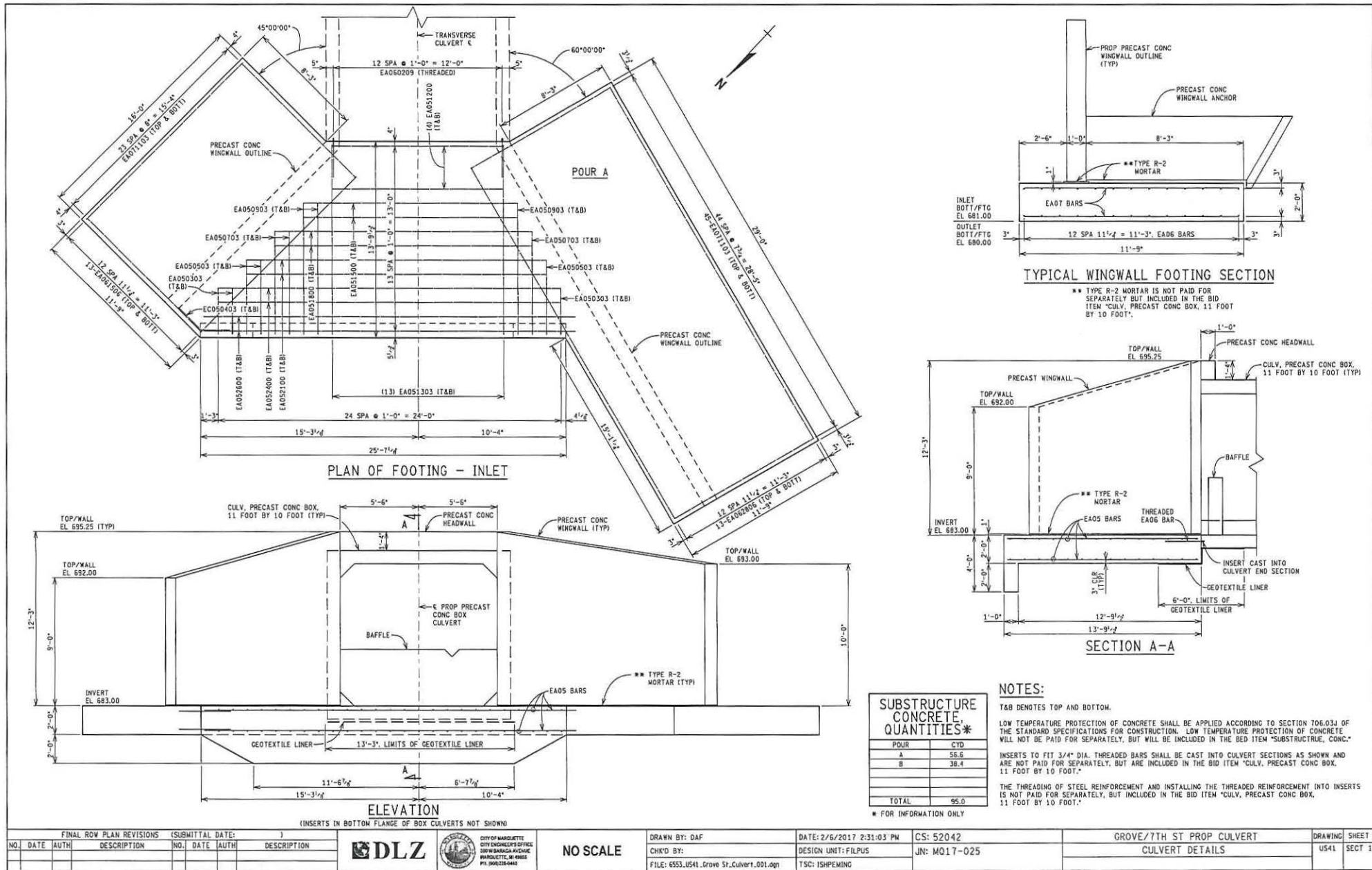
OVERHEAD UTILITIES PRESENT (SEE ROAD PLANS). CONTRACTOR SHALL TAKE CARE NOT TO DISTURB OVERHEAD UTILITIES DURING CONSTRUCTION OPERATIONS.

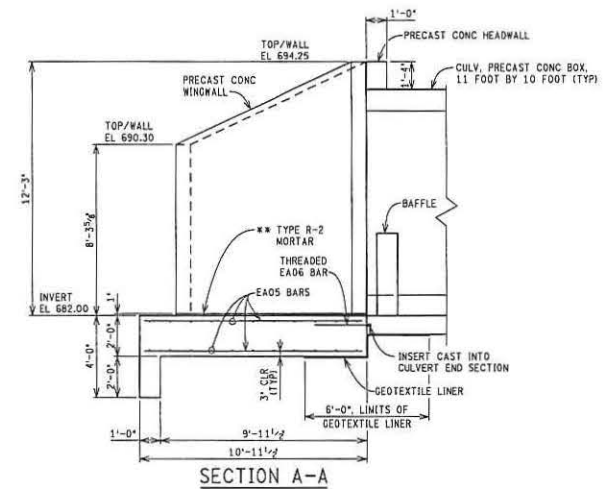
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NO.	DATE	AUTH	DESCRIPTION	NO.	DATE							AUTH	DESCRIPTION	CHK'D BY:	DESIGN UNIT: FILPUS	JN: M017-025	MDOT PERMIT 043179-16				

DEQ FILE # WRP066364

SHEET 15 OF 47

805
4-24-17





SECTION A-A



T&B DENOTES TOP AND BOTTOM.

LOW TEMPERATURE PROTECTION OF CONCRETE SHALL BE APPLIED ACCORDING TO SECTION 706.03J OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION. LOW TEMPERATURE PROTECTION OF CONCRETE WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE INCLUDED IN THE BID ITEM "SUBSTRUCTURE, CONC."

INSERTS TO FIT 3/4" DIA. THREADED BARS SHALL BE CAST INTO CULVERT SECTIONS AS SHOWN AND ARE NOT PAID FOR SEPARATELY, BUT ARE INCLUDED IN THE BID ITEM "CULV. PRECAST CONC BOX, 11 FOOT BY 10 FOOT."

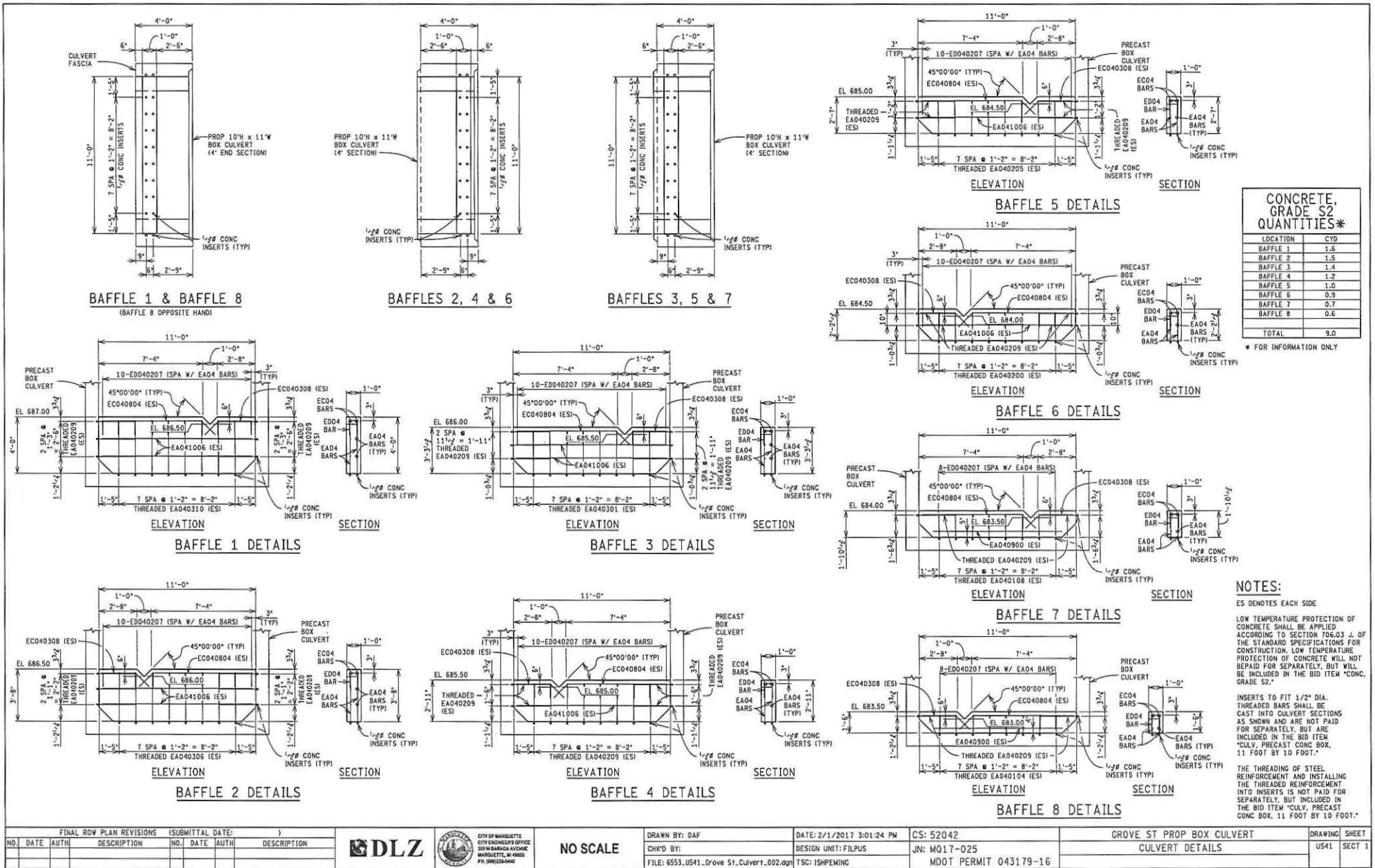
THE THREADING OF STEEL REINFORCEMENT AND INSTALLING THE THREADED REINFORCEMENT INTO INSERTS IS NOT PAID FOR SEPARATELY, BUT INCLUDED IN THE BID ITEM "CULV. PRECAST CONC BOX, 11 FOOT BY 10 FOOT."

Page 95 of 141

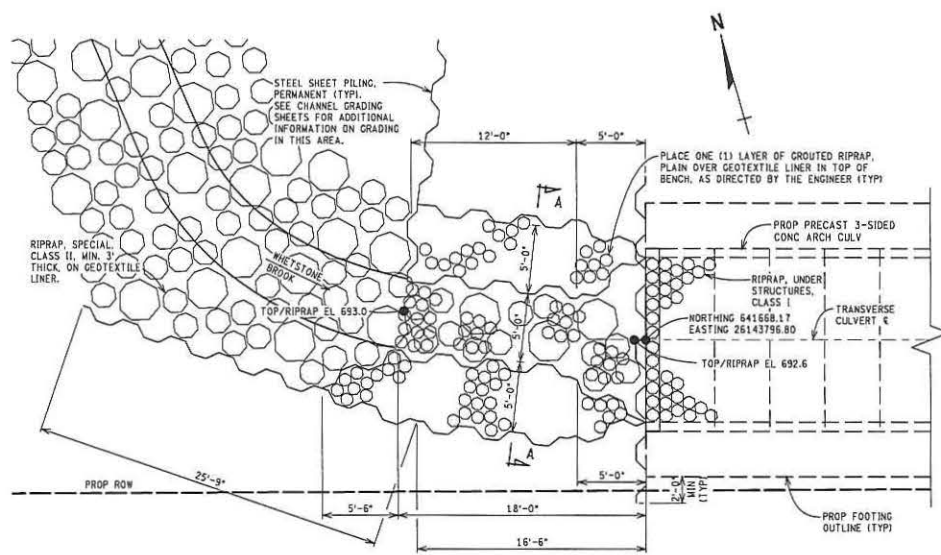
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SHEET **17** OF **47**

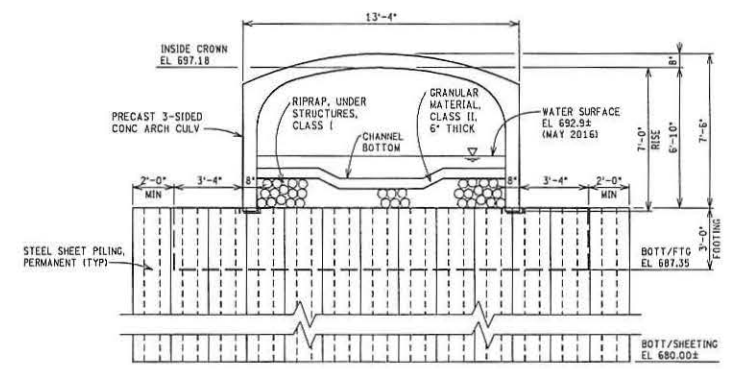
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4-24-17



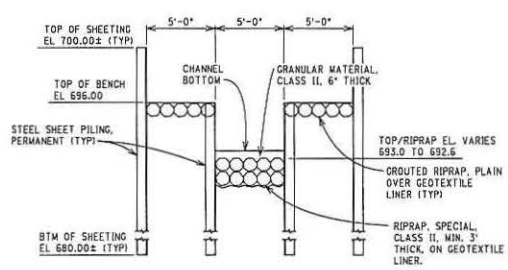
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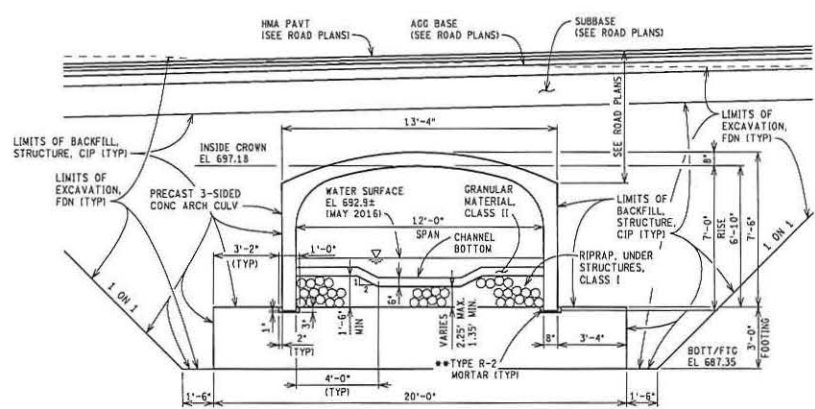
PLAN OF CONSTRUCTION
 (WEST END OF PROP CULVERT)
 (HOSPITAL DR NOT SHOWN)



CULVERT INLET ELEVATION



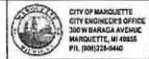
SECTION A-A



TYPICAL CULVERT SECTION

** TYPE R-2 MORTAR IS NOT PAID FOR SEPARATELY BUT INCLUDED IN THE BID ITEM 'CULV. PRECAST THREE-SIDED OR ARCH, 12 FOOT BY 7 FOOT'.

FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3			DRAWING SHEET		
NO.	DATE	AUTH.	DESCRIPTION	NO.	DATE	AUTH.	DESCRIPTION	NO.



NO SCALE

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 CHK'D BY:
 FILE: 653 US4 Hospital Dr 3 Sided Culvert Sections

DATE: 1/23/2017 11:33:30 AM
 DESIGN UNIT: FILPUS
 TSC: ISHP/EMING

CS: 52042
 JN: M017-025
 MDOT PERMIT 043179-16

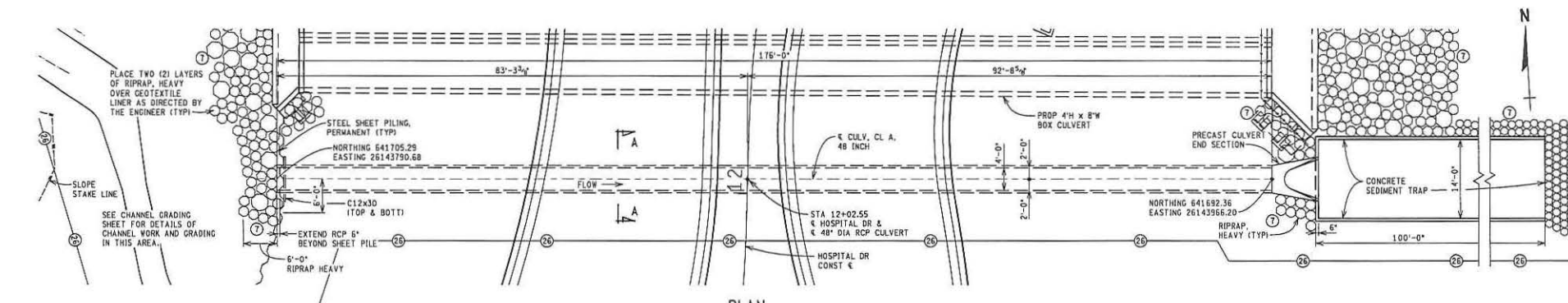
HOSPITAL DR PROP 3-SIDED CULVERT
 DETAILS

DRAWING SHEET
 US41 SECT 3

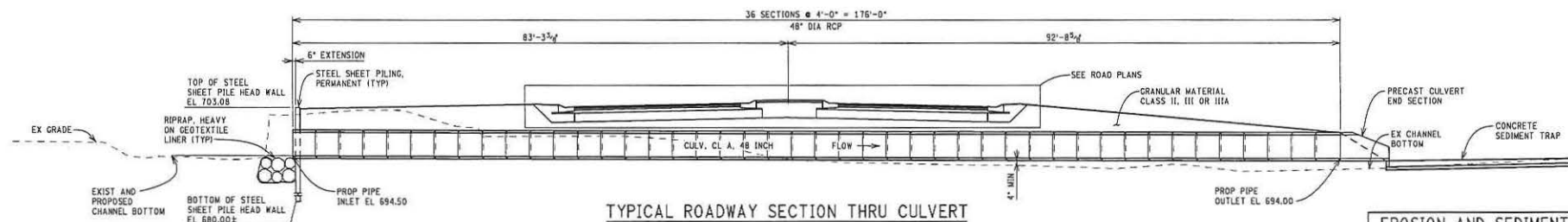


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NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION					CHK'D BY:	DESIGN UNIT: FILPUS	JN: M017-025		US41	SECT 1
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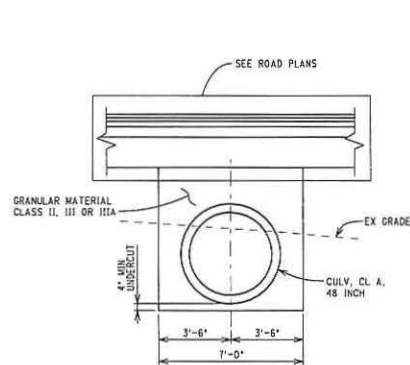
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4-24-17



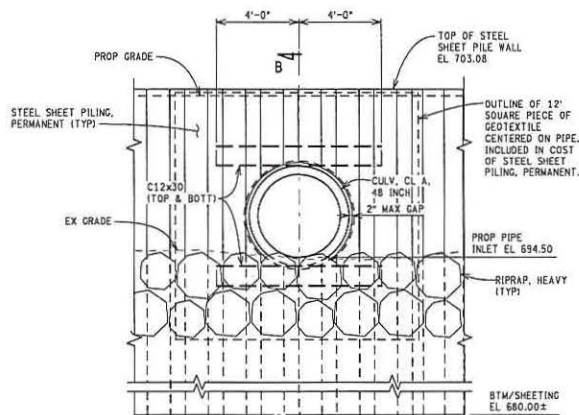
PLAN



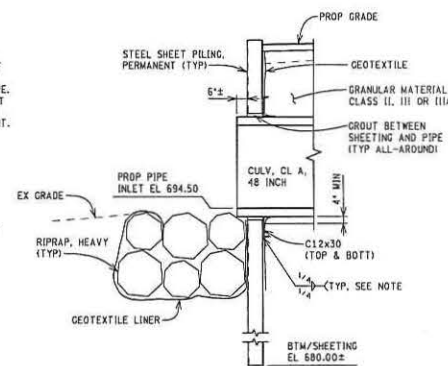
TYPICAL ROADWAY SECTION THRU CULVERT



SECTION A-A



HEADWALL ELEVATION



SECTION B-B

EROSION AND SEDIMENTATION CONTROL MEASURES

	KEY NO.
Riprap, Heavy	①
Riprap, Plain	②
Erosion Control, Silt Fence	③

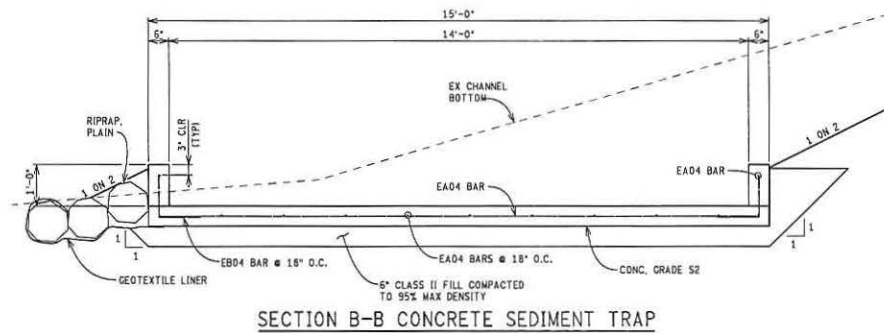
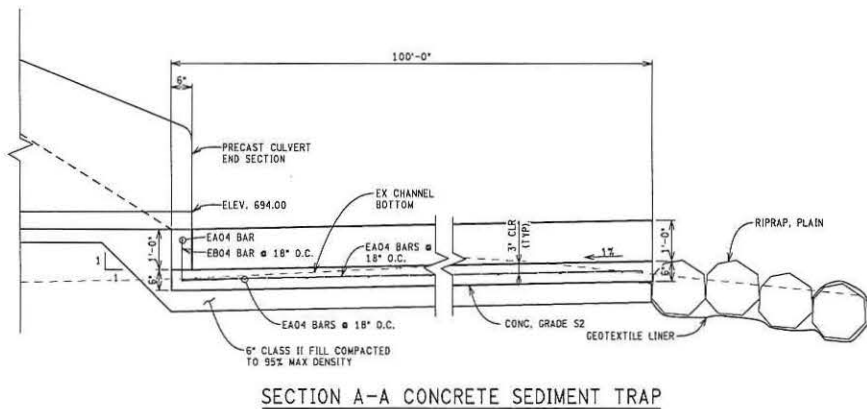
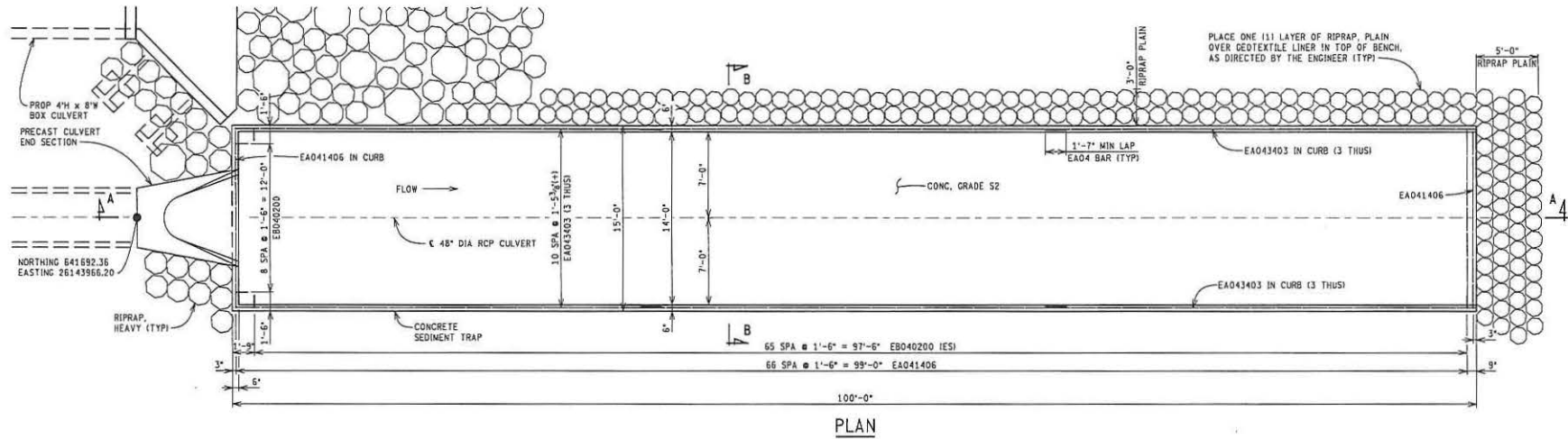
PLACE AS DIRECTED BY THE ENGINEER

NOTES:

- TOP OF RIPRAP ELEVATIONS SHALL BE AT OR BELOW EXISTING STREAMBED OR EXISTING GROUND ELEVATIONS.
- GEOTEXTILE LINER SHALL BE PLACED ON ALL SLOPES PRIOR TO PLACING RIPRAP. PAYMENT FOR GEOTEXTILE LINER SHALL BE INCLUDED IN THE PAYMENT FOR "Riprap, Plain" and "Riprap, Heavy".
- CUT SHEETING NO LARGER THAN 2" CLEAR OF OUTSIDE DIAMETER OF PIPE.
- FILL GAP BETWEEN SHEETING & PIPE WITH TYPE H-1 NON-SHRINKING GROUT.
- WELD CHANNEL TO SHEETING AT A MINIMUM OF 4 LOCATIONS, 2 EACH SIDE OF 4" OF PIPE. COST INCLUDED IN OTHER ITEMS OF WORK.
- OVERHEAD UTILITIES PRESENT (SEE ROAD PLANS). CONTRACTOR SHALL TAKE CARE NOT TO DISTURB OVERHEAD UTILITIES DURING CONSTRUCTION OPERATIONS.

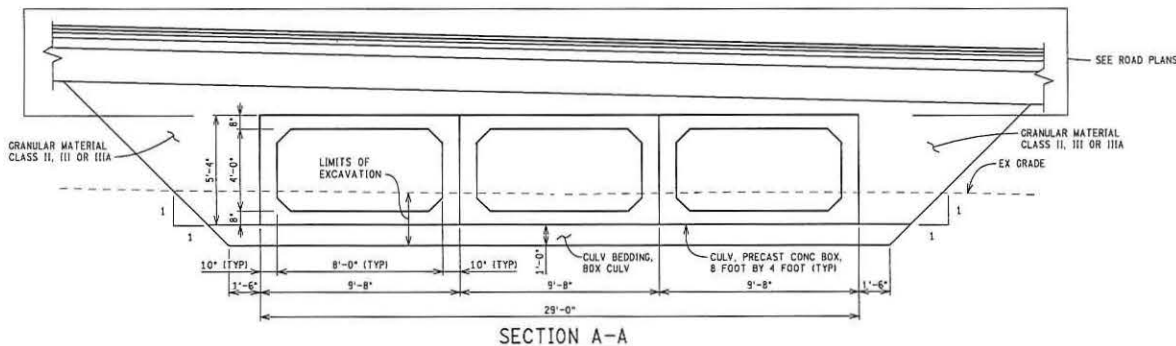
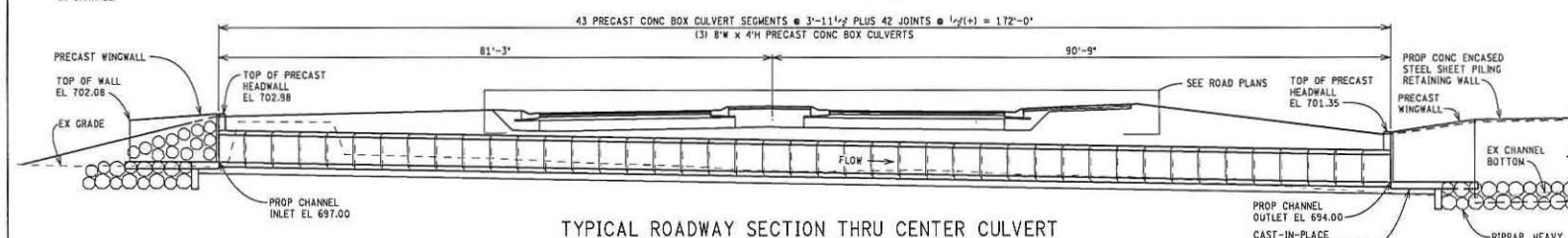
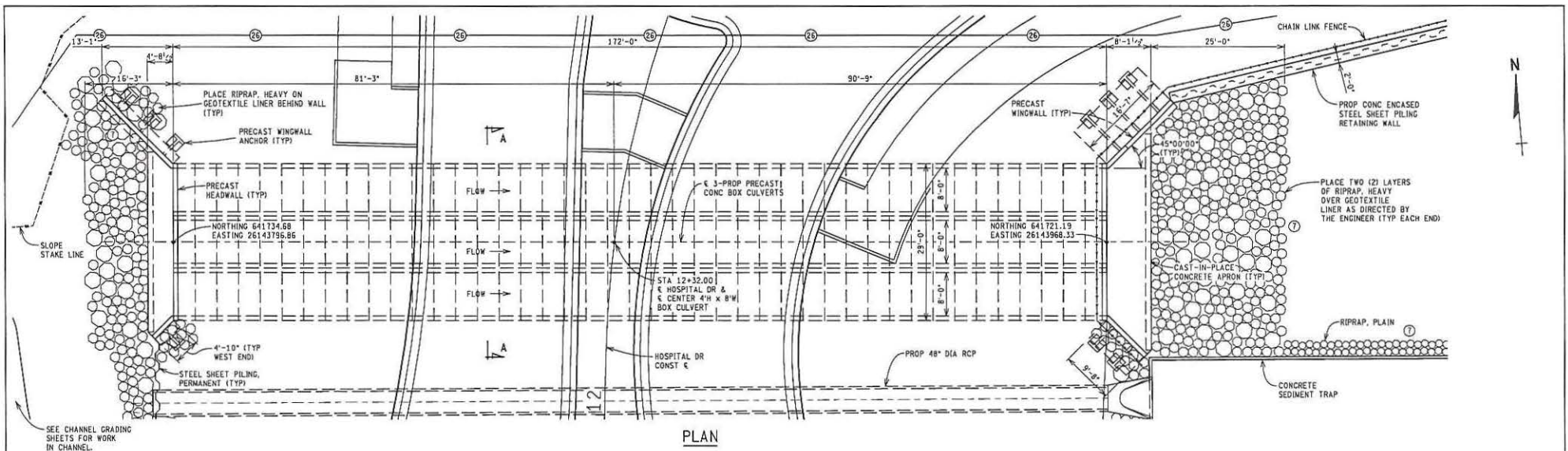
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4-24-17



FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 1			DRAWN BY: DAF			DATE: 2/2/2017 2:16:17 PM			CS: 52042			HOSPITAL DR PROP 48" RCP CULVERT			DRAWING SHEET		
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808
4-24-17



EROSION AND SEDIMENTATION CONTROL MEASURES

	KEY NO.
Riprap, Heavy	⑦
Riprap, Plain	⑧
Erosion Control, Silt Fence	②⑤

• PLACE AS DIRECTED BY THE ENGINEER

NOTES:

THE DESIGN OF THIS STRUCTURE IS BASED ON 1.2 TIMES THE CURRENT AASHTO LRFD BRIDGE DESIGN SPECIFICATION HL-93 LOADING WITH THE EXCEPTION THAT THE DESIGN TANDEN PORTION OF THE HL-93 LOAD DEFINITION SHALL BE REPLACED BY A SINGLE 60 KIP AXLE LOAD BEFORE APPLICATION OF THIS 1.2 FACTOR. THE RESULTING LOAD IS DESIGNATED HL-93 MOD. LIVE LOAD PLUS DYNAMIC LOAD ALLOWANCE REFLECTION DOES NOT EXCEED 1/800 OF SPAN LENGTH.

THE WORK COVERED BY THESE PLANS INCLUDES CHANNEL EXCAVATION, EARTH EXCAVATION, CONSTRUCTION OF THE PROPOSED BOX CULVERTS AND PLACING RIPRAP TO THE LIMITS SHOWN. ALL OTHER WORK IS INCLUDED IN THE ROAD PLANS THAT ARE PART OF THIS CONTRACT.

THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

THE VERTICAL CONTROL FOR THIS PROJECT WAS DETERMINED BY USING BM R329. ALL INTERMEDIATE CONTROL POINTS HAVE ELEVATIONS AND SHOULD BE USED AS THE BASIS OF ELEVATION FOR THIS PROJECT.

WATER LEVEL IS SUBJECT TO CHANGE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING A DETERMINATION OF WATER LEVELS THAT MAY EXIST DURING CONSTRUCTION.

IMMEDIATELY AFTER CONSTRUCTION OF A CULVERT WINGWALL IS COMPLETED, RIPRAP SHALL BE PLACED ON THE ADJACENT EMBANKMENT SLOPES.

TOP OF RIPRAP ELEVATIONS SHALL BE AT OR BELOW EXISTING STREAMBED OR EXISTING GROUND ELEVATIONS.

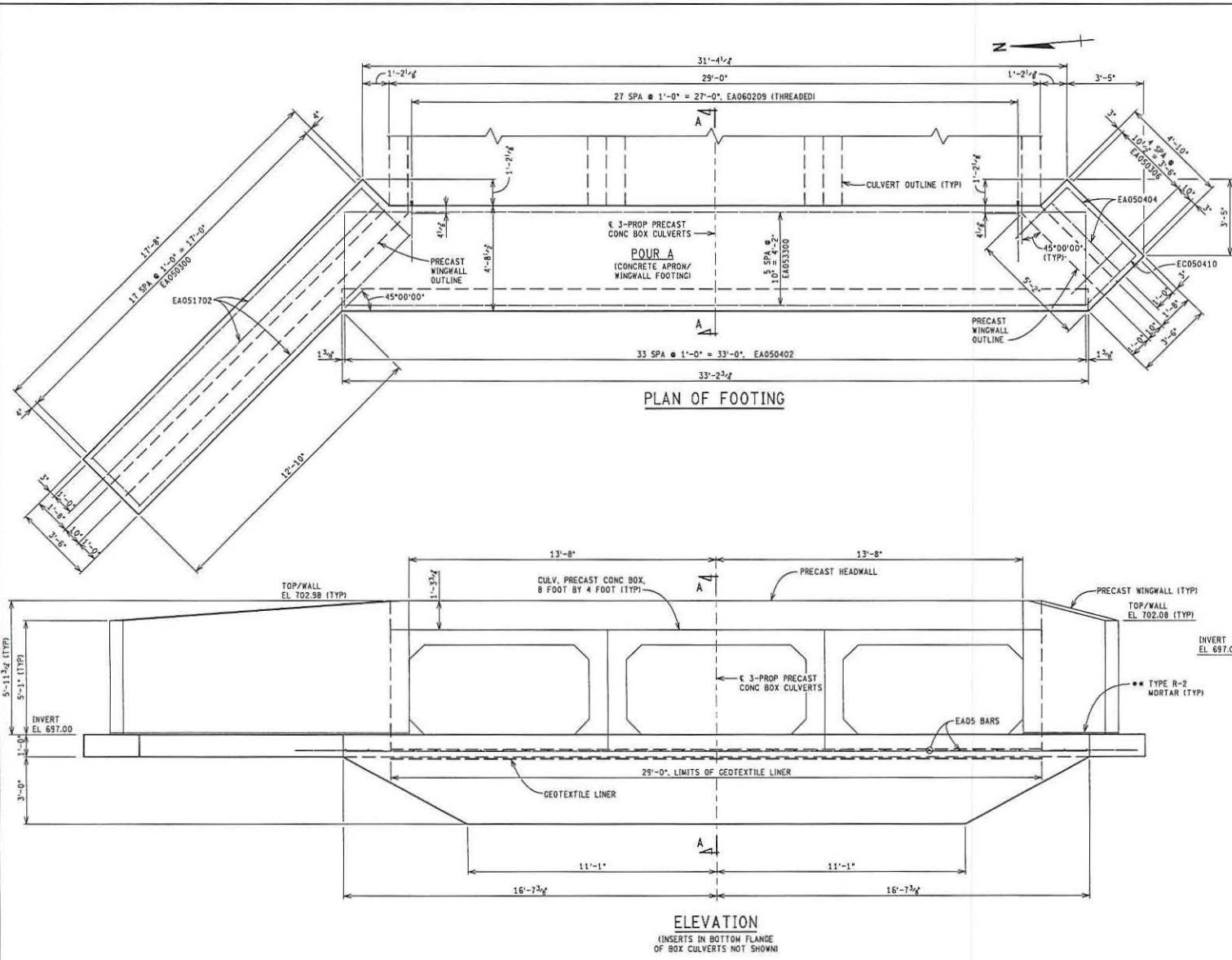
GEOTEXTILE LINER SHALL BE PLACED ON ALL SLOPES PRIOR TO PLACING RIPRAP. PAYMENT FOR GEOTEXTILE LINER SHALL BE INCLUDED IN PAYMENT FOR RIPRAP.

BROKEN CONCRETE SHALL NOT BE USED FOR RIPRAP.

OVERHEAD UTILITIES PRESENT (SEE ROAD PLANS). CONTRACTOR SHALL TAKE CARE NOT TO DISTURB OVERHEAD UTILITIES DURING CONSTRUCTION OPERATIONS.

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE: 1)			DLZ		CITY OF MARQUETTE CITY ENGINEER'S OFFICE 300 W BARAGA AVENUE MARQUETTE, MI 49801 PH: (907)238-0440		DRAWN BY: DAF CHK'D BY: FILE: 6553 US41 Hospital Dr Box Culvert.dgn		DATE: 2/3/2017 11:49:09 AM DESIGN UNIT: FILPUS TSC: ISHPENING		CS: 52042 JN: M017-025 MDOT PERMIT 043179-16		HOSPITAL DR PROP BOX CULVERTS GENERAL PLAN OF STRUCTURE		DRAWING SHEET US41 SECT 1
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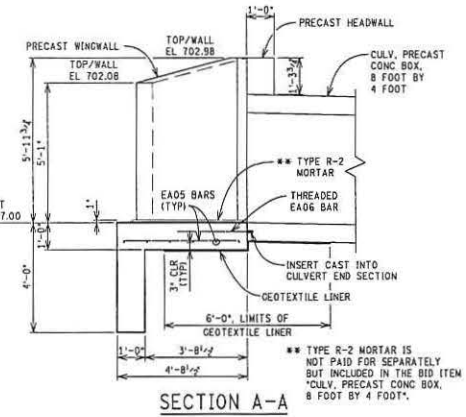
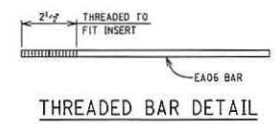
505
7-24-17



SUBSTRUCTURE CONCRETE QUANTITIES*

POUR	CYD
A	11.5
B	22.5
TOTAL	34.0

* FOR INFORMATION ONLY



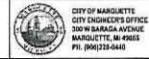
NOTES:

INSERTS TO FIT 3/4 DIA. THREADED BARS SHALL BE CAST INTO CULVERT END SECTIONS AS SHOWN AND ARE NOT PAID FOR SEPARATELY BUT ARE INCLUDED IN THE BID ITEM "CULV. PRECAST CONC BOX, 8 FOOT BY 4 FOOT".

THE THREADING OF STEEL REINFORCEMENT AND INSTALLING THE THREADED REINFORCEMENT INTO INSERTS IS NOT PAID FOR SEPARATELY BUT INCLUDED IN THE BID ITEM "CULV. PRECAST CONC BOX, 8 FOOT BY 4 FOOT".

LOW TEMPERATURE PROTECTION OF CONCRETE SHALL BE APPLIED ACCORDING TO SECTION 706.03J OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION. LOW TEMPERATURE PROTECTION OF CONCRETE SHALL NOT BE PAID FOR SEPARATELY, BUT INCLUDED IN THE BID ITEM "SUBSTRUCTURE CONC".

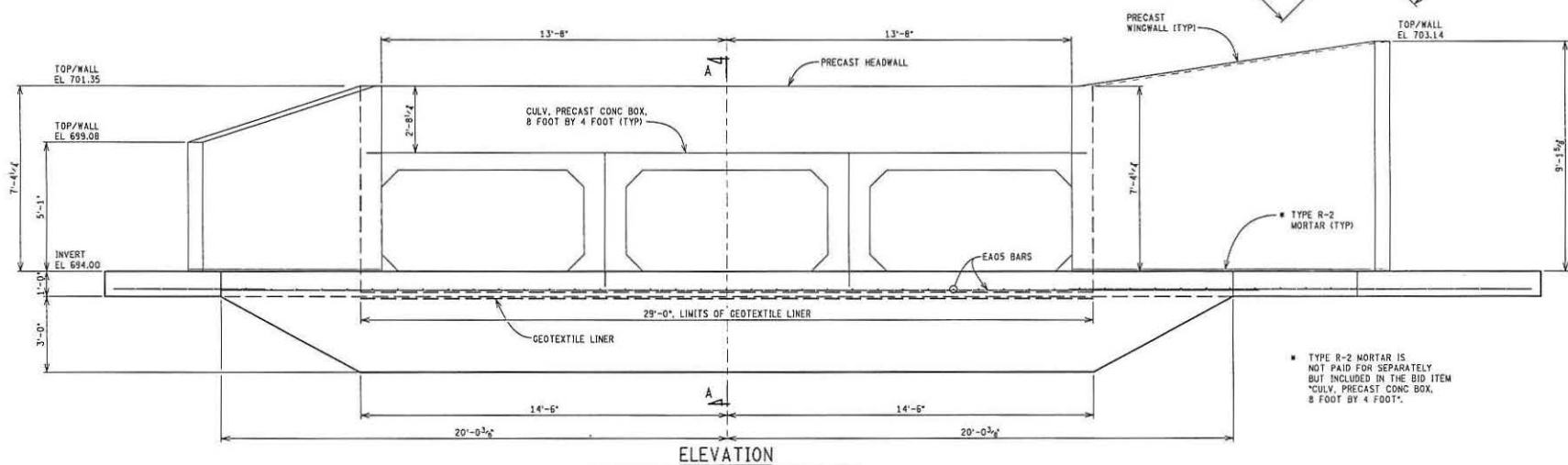
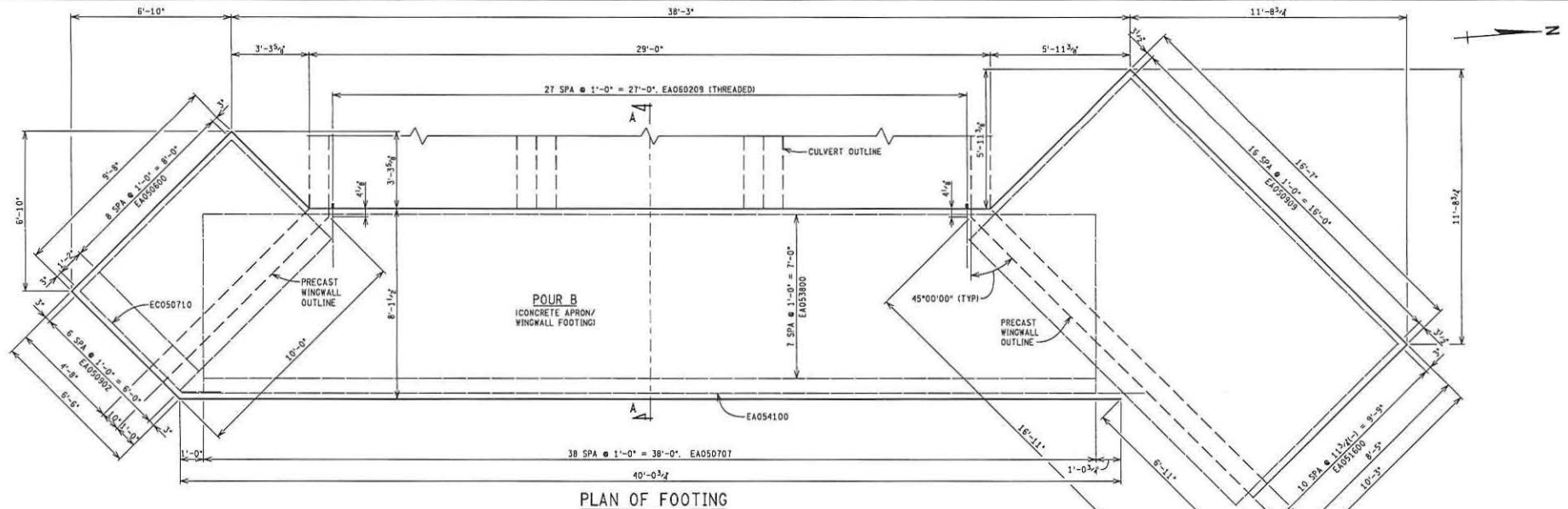
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NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION									OFFICE OF MARGARETTE CITY ENGINEER'S OFFICE 300 W. MARAAR AVENUE MARGARETTE, MD 20646 P: (301)233-0640				CHK'D BY:				DESIGN UNIT: FILPUS				JN: M017-025				INLET HEADWALL DETAILS				US41 SECT 1	
																FILE: 6553 US41 Hospital Dr Box Culvert Details 001				TSC: ISHP/EMING																	



CITY OF MARQUETTE
CITY ENGINEER'S OFFICE
300 W BARAGA AVENUE
MARQUETTE, MI 49801
PH: (907)235-6440

DEQ FILE # WRP006364
 SHEET 25 OF 47

4-24-17

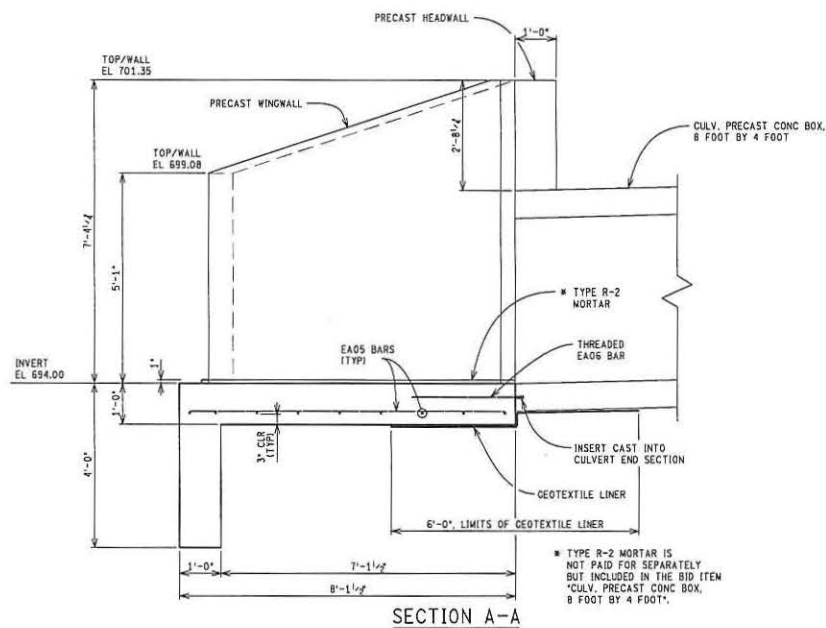


* TYPE R-2 MORTAR IS NOT PAID FOR SEPARATELY BUT INCLUDED IN THE BID ITEM "CULV. PRECAST CONC BOX, 8 FOOT BY 4 FOOT".

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								HOSPITAL DR PROP BOX CULVERTS OUTLET HEADWALL DETAILS			
								DRAWING SHEET US41 SECT 1			

DEQ FILE # WRP006364
 SHEET 26 OF 47

886
 4-24-17



FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: 3								DRAWING SHEET	
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION						
												US41	SECT 1



CITY OF MARQUETTE
 CITY ENGINEERING SERVICE
 300 W. SARAGA AVENUE
 MARQUETTE, MI 49855
 PH: (907) 225-0445

DRAWN BY: DAF
 CHK'D BY:
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DATE: 1/31/2017 10:02:35 AM
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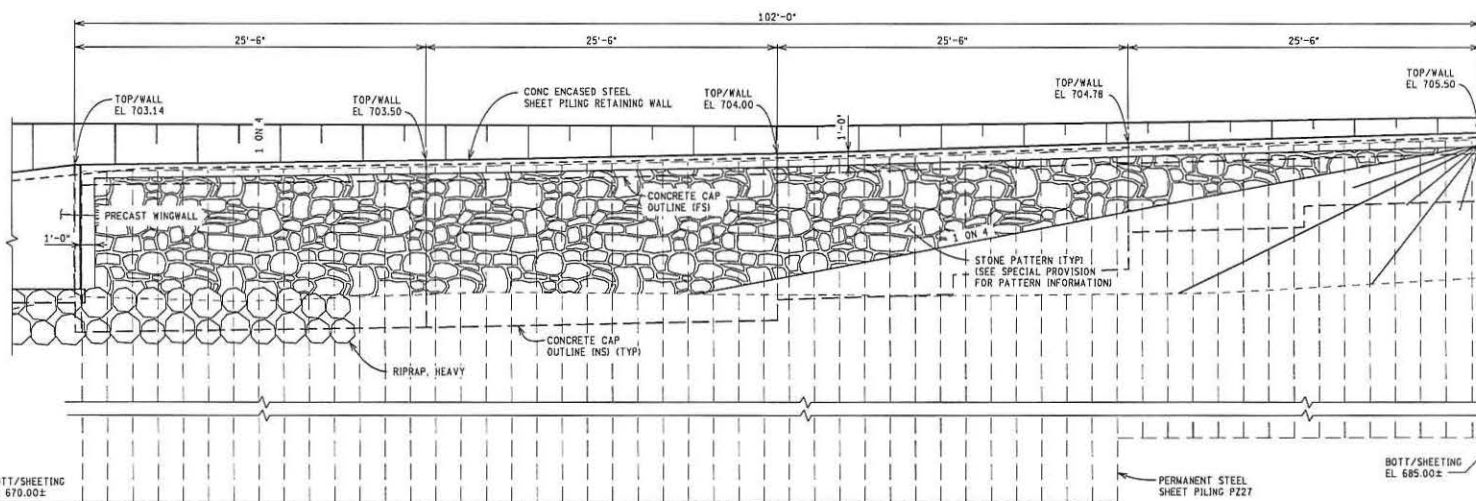
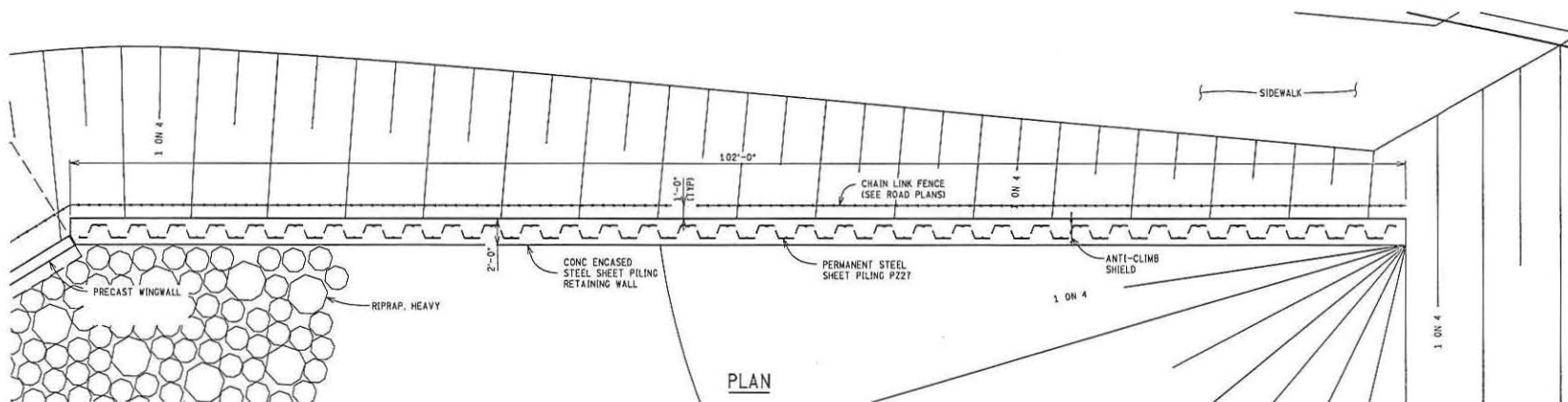
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HOSPITAL DR PROP BOX CULVERTS
 OUTLET HEADWALL DETAILS

DEQ FILE # **WRP006364**

SHEET **27** OF **47**

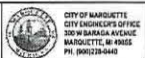
506
4-24-17



NOTES:

- THE FAR SIDE OF STEEL SHEET PILING RETAINING WALL SHALL BE BACKFILLED AFTER INSTALLATION TO WITHIN 2 FEET OF THE TOP OF WALL ELEVATIONS PRIOR TO FORMING AND CASTING THE CONCRETE ENCASEMENT.
- VERTICAL SURFACES OF THE CONCRETE WALL ENCASEMENT SHALL BE FORMED AND CAST VERTICAL, AND CENTERED ON THE STEEL SHEET PILING, AFTER BACKFILLING, AS NOTED ABOVE.
- SHEAR DEVELOPERS SHALL BE 3/4" DIAMETER HEADED STUDS AND 3 INCHES IN LENGTH, AND SHALL BE WELDED ALL-AROUND TO THE STEEL SHEET PILING.
- SEE SPECIAL PROVISIONS FOR CONCRETE TEXTURING AND CONCRETE SURFACE COATING INFORMATION.
- ALL EXPOSED SURFACES OF THE CONCRETE SHALL RECEIVE CONCRETE SURFACE COATING.
- ALL PERMANENT STEEL SHEET PILING SHALL BE P227. WHERE ALLOWED BY THE ENGINEER, SELECT ALTERNATE HOT ROLLED SHEET PILING WITH A NOMINAL SECTION MODULUS OF AT LEAST 30.2 IN³/FT. OR A COLD ROLLED SHEET PILING WITH A NOMINAL SECTION MODULUS OF AT LEAST 35.5 IN³/FT.
- LOW TEMPERATURE PROTECTION OF CONCRETE SHALL BE APPLIED ACCORDING TO SECTION 706.03 J. OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION. LOW TEMPERATURE PROTECTION OF CONCRETE WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE INCLUDED IN THE BID ITEM "CONC, GRADE D".
- OVERHEAD UTILITIES PRESENT (SEE ROAD PLANS). CONTRACTOR SHALL TAKE CARE NOT TO DISTURB OVERHEAD UTILITIES DURING CONSTRUCTION OPERATIONS.

FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: 3			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



NO SCALE

DRAWN BY: DAF
CHK'D BY:
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DATE: 2/1/2017 1:11:41 PM
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TSC: ISHPEMING

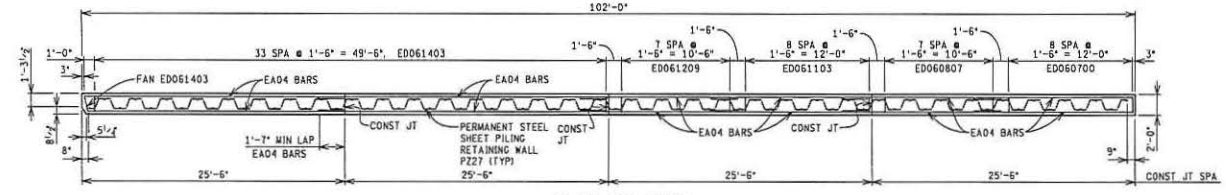
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MDOT PERMIT 043179-16

HOSPITAL DR PROP BOX CULVERTS
SHEET PILE WALL DETAILS

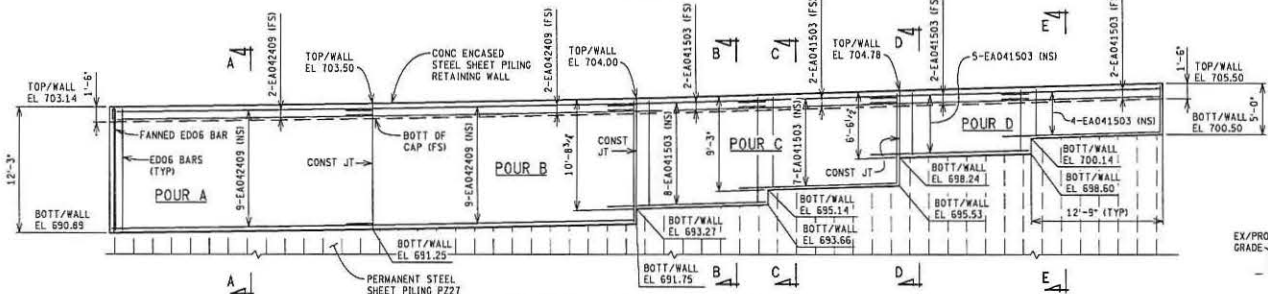
DRAWING SHEET
US41 SECT 1

DEQ FILE # WRP061317
 SHEET 28 OF 77

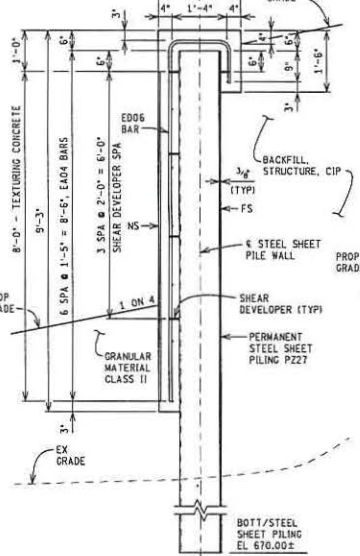
508
7-24-17



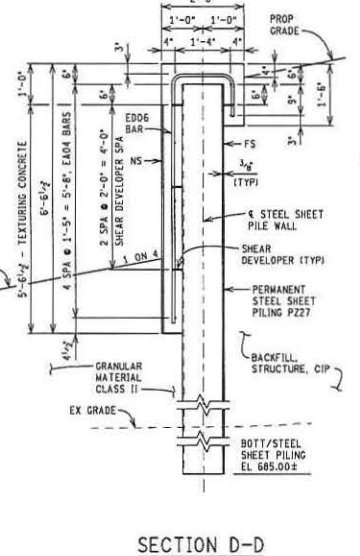
PLAN OF WALL



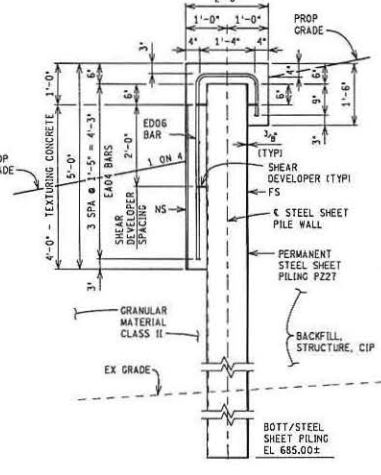
ELEVATION-SHEET PILE WALL



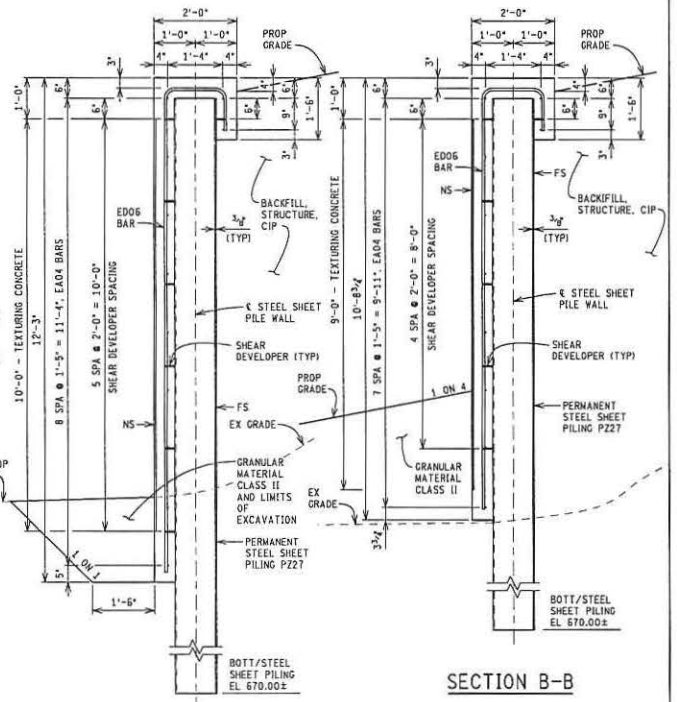
SECTION C-C



SECTION D-D

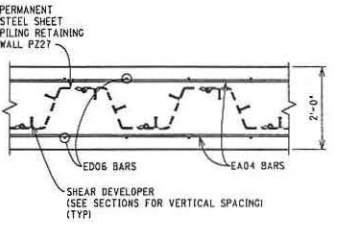


SECTION E-E



SECTION B-B

SECTION A-A



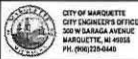
PARTIAL PLAN OF CONCRETE CAP
 SHOWING SHEAR DEVELOPERS - 784 REQUIRED

CONC. GRADE D QUANTITIES*	
POUR	CYD
A	13.0
B	13.0
C	11.0
D	7.0
TOTAL	44.0

* FOR INFORMATION ONLY

NOTES:
 NS DENOTES NEAR SIDE.
 FS DENOTES FAR SIDE.
 FOR BEVEL AND MOLDING DETAILS. SEE STANDARD PLAN B-103-SERIES.

FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE



NO SCALE

DRAWN BY: DAF
 CHK'D BY:
 FILE: 6351.J641_Hospital Dr.-SSP Wall Details.002

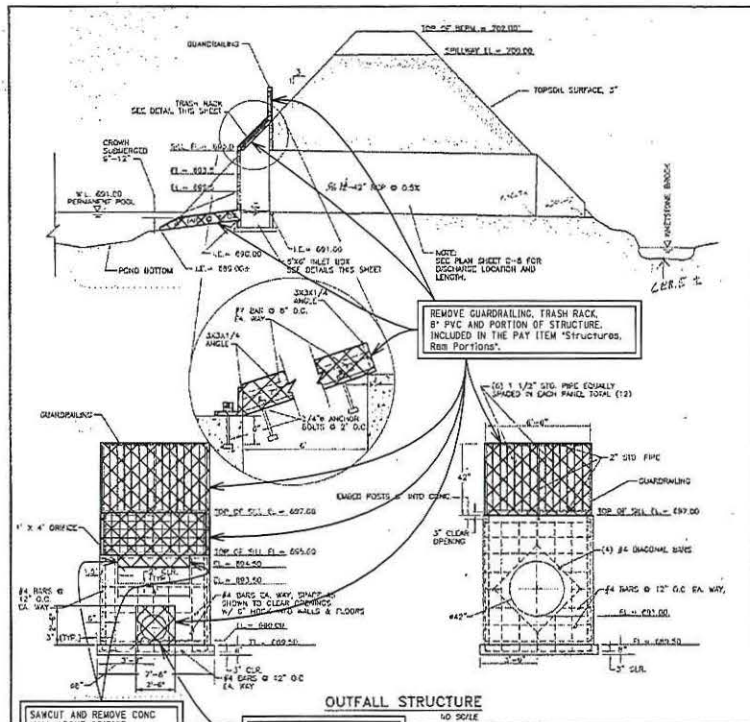
DATE: 12/5/2016 9:04:28 AM
 DESIGN UNIT: FILPUS
 TSC: ISHPWING

CS: 52042
 JN: M017-025
 MDOT PERMIT 043179-16

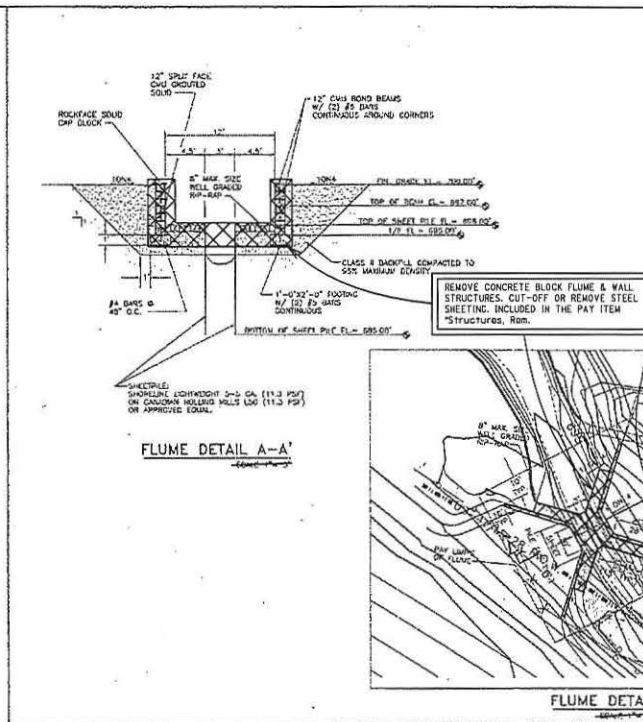
HOSPITAL DR PROP BOX CULVERTS
 SHEET PILE WALL DETAILS

DRAWING SHEET
 US41 SECT 1

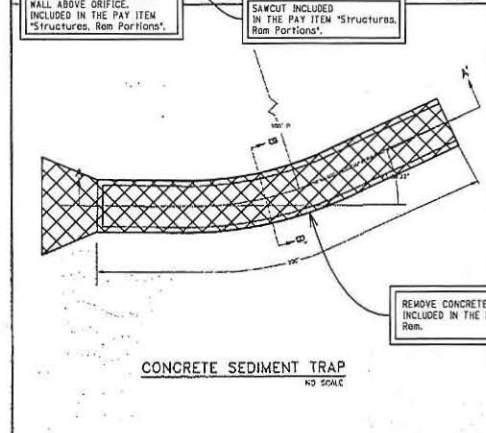
502
4-24-17



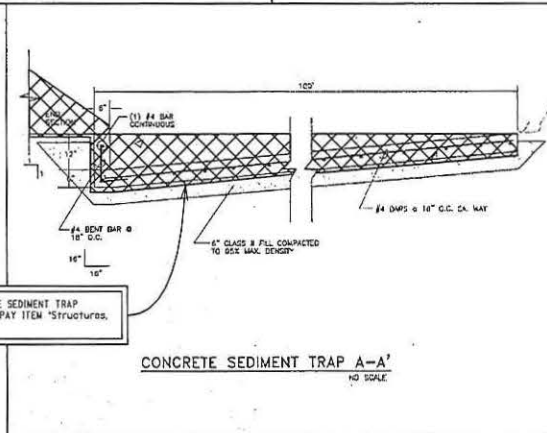
OUTFALL STRUCTURE
NO SCALE



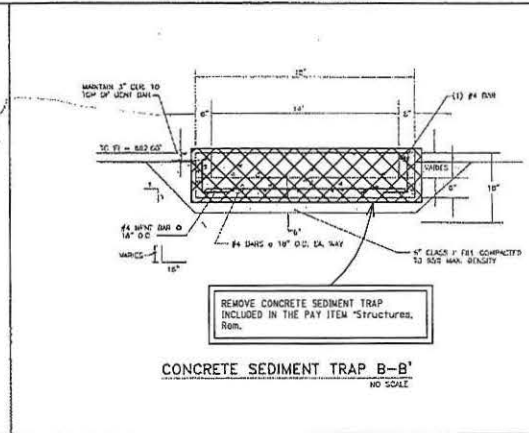
FLUME DETAIL



CONCRETE SEDIMENT TRAP
NO SCALE



CONCRETE SEDIMENT TRAP A-A'
NO SCALE

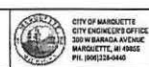


CONCRETE SEDIMENT TRAP B-B'
NO SCALE

SCR
SUNDBERG, CARLSON & ASSOCIATES, INC.
Engineers
Architects
Surveyors
Civil/Structural Services
Computer Services
214 N. Grand Avenue
Marquette, MI 49801
(505) 228-2225
(505) 228-6221 Fax
PROJECT TITLE:
BARAGA AVENUE DETENTION BASIN
CITY OF MARQUETTE
IN COOPERATION WITH
MARQUETTE COUNTY
CONSERVATION DISTRICT
DESIGNED FOR DRG
2/20/14
REVISED FOR PLANS
4/20/14
ISSUED FOR PERM
DATE ISSUED FOR PERM
4/20/14
DESIGNED BY: MCL/ML/ML
DRAWN BY: MCL/ML/ML
CHECKED BY: MCL/ML/ML
APPROVED BY: MCL/ML/ML
SHEET TITLE:
DETAIL SHEET
THE ONLY ITEMS OF WORK TO BE DONE FROM THIS SHEET ARE IDENTIFIED BY THE LEGEND BOX BELOW, LABELED WITH THIS PROJECT'S JOB NUMBER.
PROPOSED WORK
REMOVES REMOVAL PORTIONS
CADD DRAWING FILE
C:\Users\mcl\OneDrive\Documents\4310-1304
JOB No.
96-061
SHEET No.
C-9

THE ONLY ITEMS OF WORK TO BE DONE FROM THIS SHEET ARE IDENTIFIED BY THE LEGEND BOX BELOW, LABELED WITH THIS PROJECT'S JOB NUMBER.
PROPOSED WORK
REMOVES REMOVAL PORTIONS
REMOVAL SHEET

FINAL ROW PLAN REVISIONS							SUBMITTAL DATE: 3																	DRAWN BY: DAF										DATE: 12/19/2016 10:04:35 AM										CS: 52042										HOSPITAL DR RETENTION BASIN										DRAWING SHEET																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			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SHEET										US41										SECT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							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NO SCALE

DRAWN BY: DAF
CHK'D BY: MTL
FILE: 6553.Hospital Dr_Rom.dgn

DESIGN UNIT: FILPUS
TSC: ISHPMING

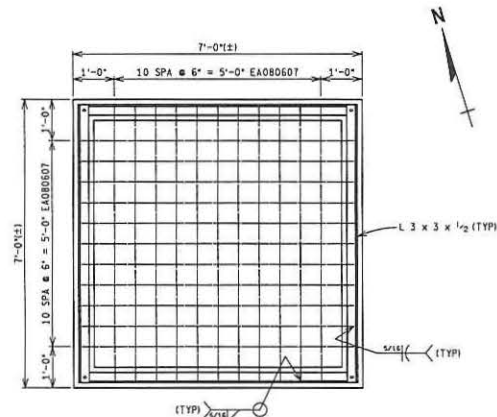
JN: M017-025
MDOT PERMIT 043179-16

REMOVAL SHEET

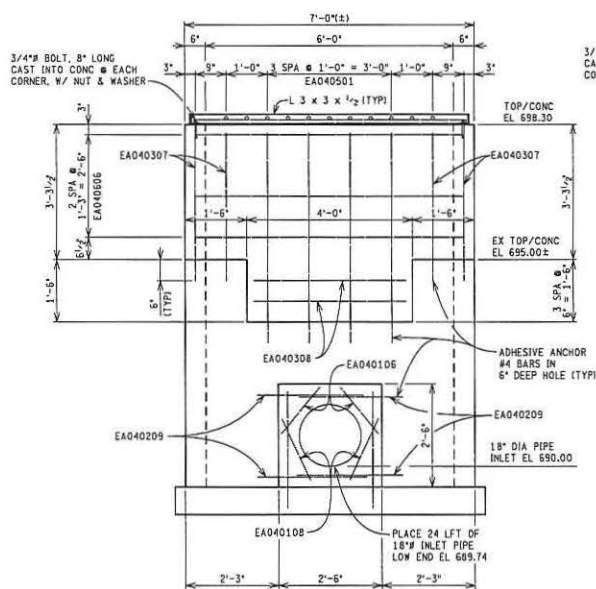
US41 SECT 1

DEQ FILE # **WRP006364**
 SHEET **30** OF **47**

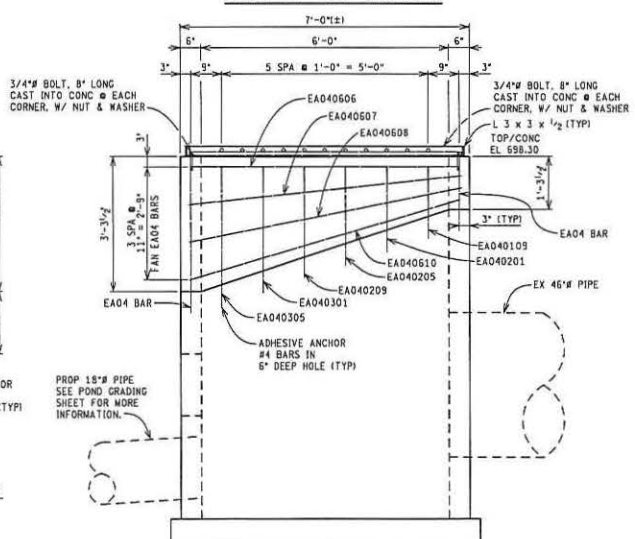
806
4-24-17



PLAN OF TOP GRATING

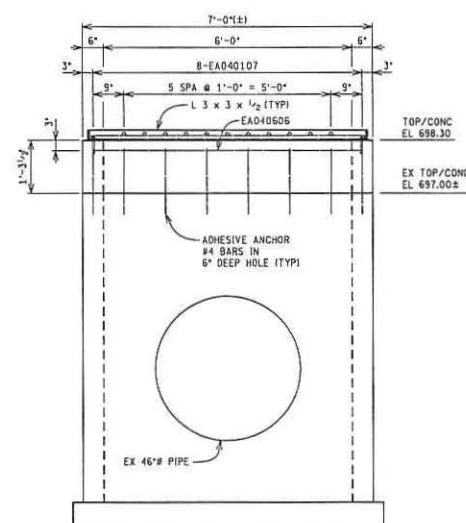


NORTH ELEVATION



WEST ELEVATION

(EAST ELEVATION SAME OPPOSITE HAND)



SOUTH ELEVATION

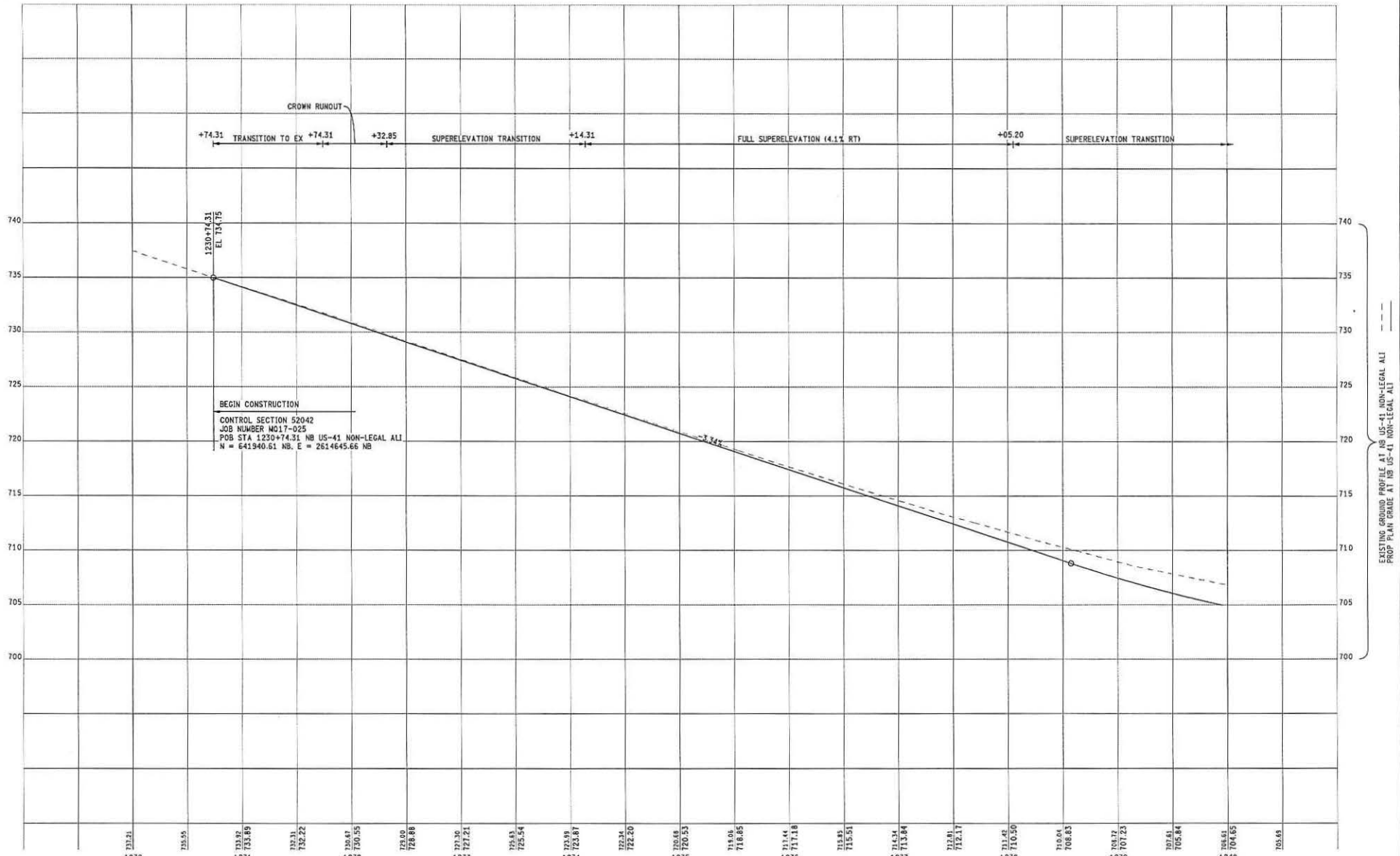
NOTES

- FIELD VERIFY ALL EXISTING DIMENSIONS.
- WELD REBAR FOR GRATE TO ANGLES - INCLUDED IN THE COST OF STRUCTURAL STEEL, ERECT.
- COST OF FURN AND INSTALLING ANCHOR BOLTS INCLUDED IN THE COST OF STRUCTURAL STEEL, FURN AND FAB.
- REINFORCING STEEL IS PAID FOR SEPARATELY AND INCLUDED ON THE REINFORCEMENT DETAILS SHEET.

FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE
DLZ			CITY OF MARQUETTE		
			CITY ENGINEER'S OFFICE		
			300 W BARAGA AVENUE		
			MARQUETTE, MI 49855		
			PH: (906) 229-6440		
NO SCALE			DRAWN BY: DAF		
			CHK'D BY: MTL		
			DATE: 1/16/2017 12:12:30 PM		
			CS: 52042		
			DESIGN UNIT: FILPLUS		
			JN: M017-025		
			MDOT PERMIT 043179-16		
			TSC: ISHPEMING		
			HOSPITAL DR RETENTION BASIN		
			OUTFALL STRUCTURE		
			DRAWING SHEET		
			US41 SECT 1		

DEQ FILE # WRP006364
 SHEET 31 OF 47

808
 4-24-17



BEGIN CONSTRUCTION
 CONTROL SECTION 52042
 JOB NUMBER M017-025
 POB STA 1230+74.31 NB US-41 NON-LEGAL ALI
 N = 641940.51 NB, E = 2614645.66 NB

FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: 7			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION

CITY OF MARQUETTE
 CITY ENGINEER'S OFFICE
 300 W. BARRAGE AVENUE
 MARQUETTE, MI 49801
 P.L. (UNOFFICIAL)

0 1 2
 VERT. (FT)
 0 80
 HORZ. (FT)

DATE: 2/7/2017
 DESIGN UNIT: FILPUS
 TSC: ISHPENING

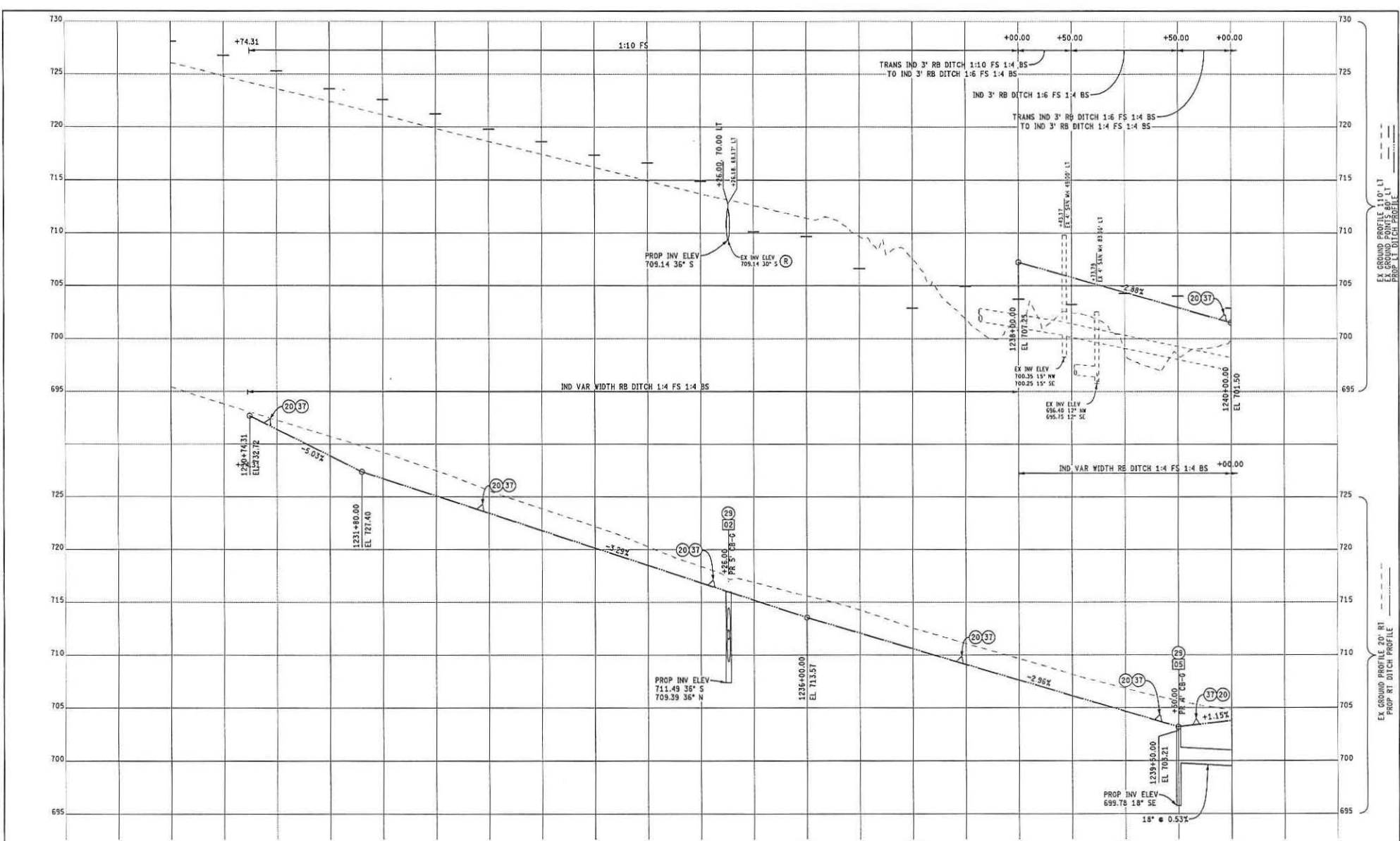
CS: 52042
 JN: M017-025
 MDOT PERMIT 043179-16

PROFILE SHEET
 NB US-41/M-28
 STA 1230+74.31 TO STA 1240+00

DRAWING SHEET
 NBUS41
 PROF
 001

DEQ FILE # WRP06364
 SHEET 32 OF 47

SL
4-24-17



FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE

CITY OF MARQUETTE
 CITY ENGINEER'S OFFICE
 300 W. SAGINAW AVENUE
 MARQUETTE, MI 49801
 PH: (231) 228-1111

0 VERT. (FT) 8

0 HORZ. (FT) 80

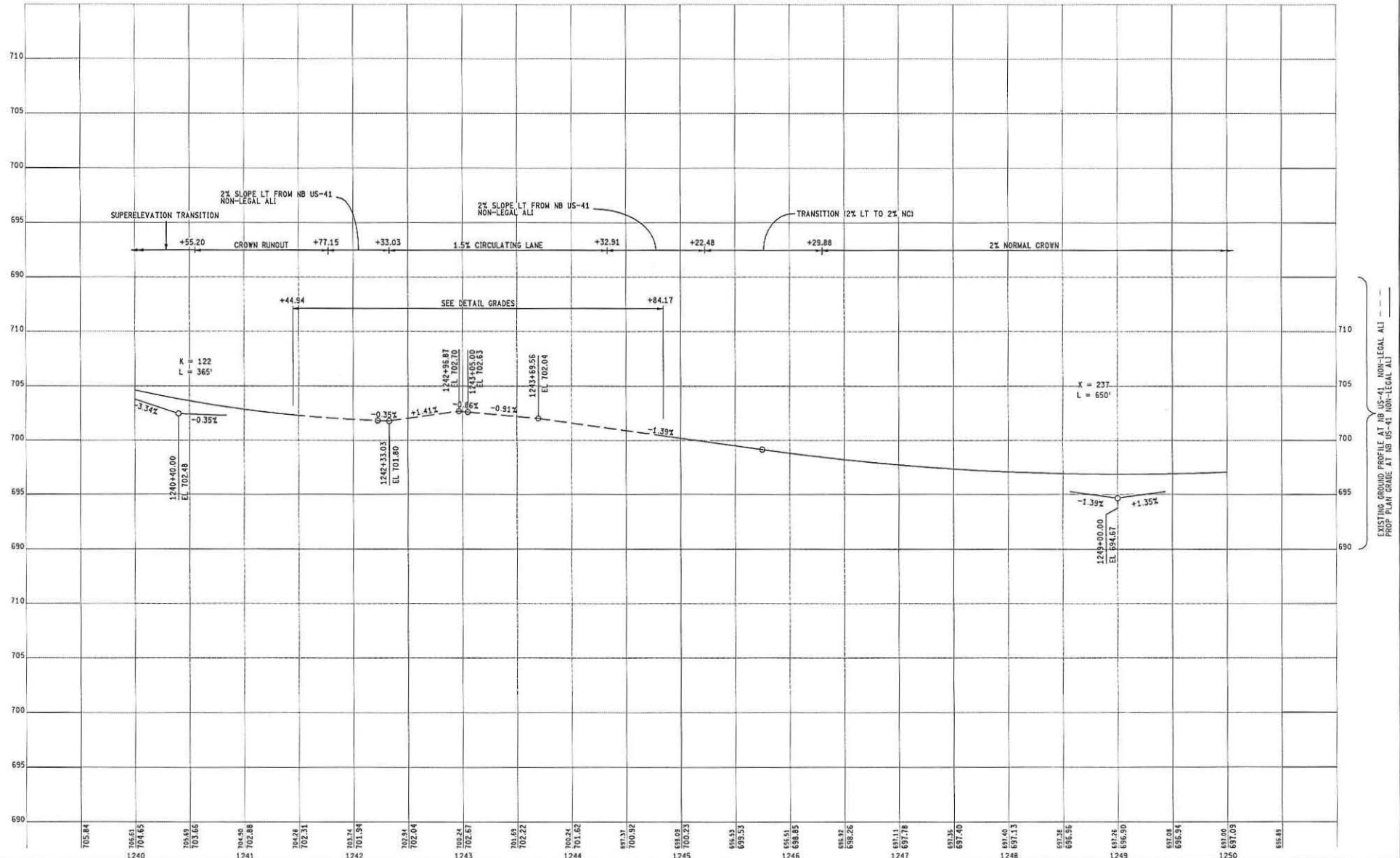
DATE: 2/7/2017
 DESIGN UNIT: FILPUS
 FILE: 6553_Prof_US41_N8001a.dgn

CS: 52042
 JN: M017-025
 MDOT PERMIT 043179-16

PROFILE SHEET
 NB US-41/M-28
 STA 1230+74.31 TO STA 1240+00

DRAWING SHEET
 NBUS41
 PROF
 0010

586
4-24-17



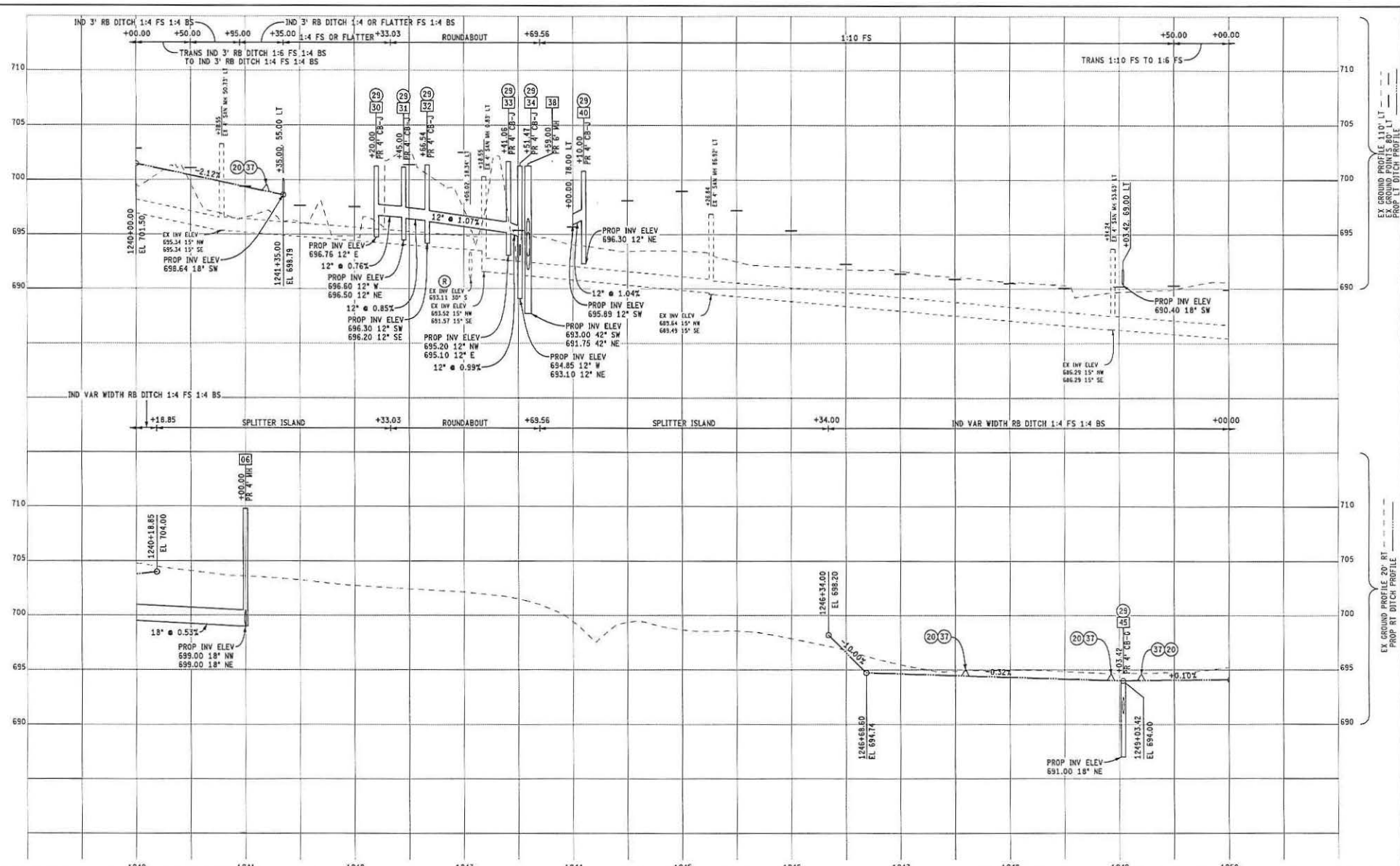
EXISTING GROUND PROFILE AT NB US-41
PROP PLAN GRADE AT NB US-41

FINAL ROW PLAN REVISIONS				(SUBMITTAL DATE: 3)			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION
  CITY OF BANGOR CITY ENGINEER'S OFFICE 200 W. BANGOR AVENUE BANGOR, ME 04401 PH: (207)288-6446 0 VERT. (FT) 8 0 HORZ. (FT) 80 FILE: 6553..Prof..US41..NB002.dgn DATE: 2/7/2017 CS: 52042 DESIGN UNIT: FILPUS JN: M017-025 MDOT PERMIT 043179-16 STA 1240+00 TO STA 1250+00 PROFILE SHEET NB US-41/M-28 DRAWING SHEET NBUS41 PROJ 002 SEC 1							

DEQ FILE # **WRP006364**

SHEET **34** OF **47**

502
4-24-17

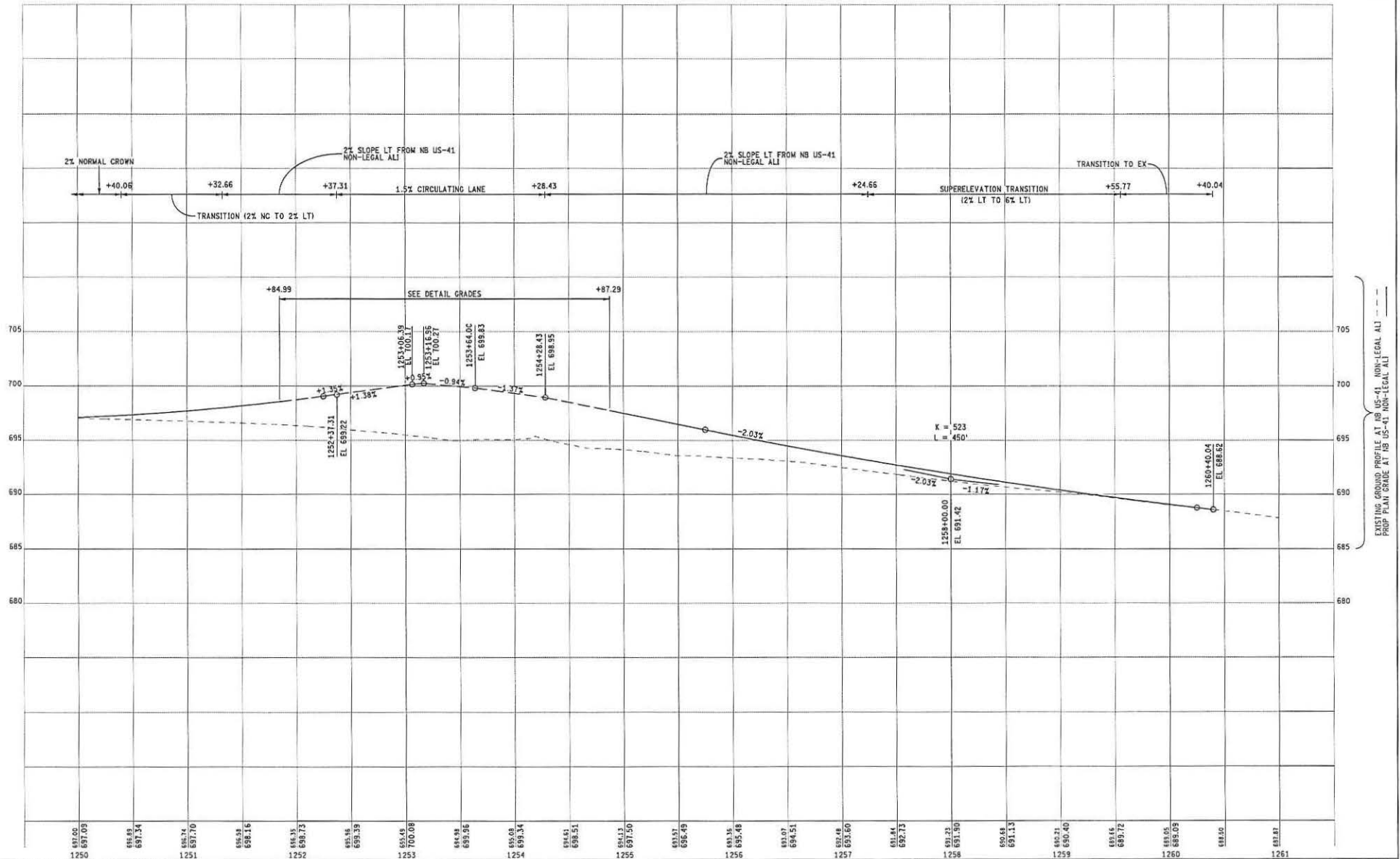


FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3			1243			1244			1245			1246			1247			1248			1249			1250		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION							DATE: 2/7/2017		CS: 52042		PROFILE SHEET				DRAWING		SHEET					
												FILE: 6553_Prof_US41_NB002a.dgn		DESIGN UNIT: FILPUS		JN: M017-025		NB US-41/M-28				NB541		SECT 1					
														TSC: ISHEMING		MDOT PERMIT 043179-16		STA 1240+00 TO STA 1250+00				PROF		002a					

REQ FILE # WRP006364

SHEET 35 OF 47

508
4-24-17



FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: J			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION

CITY OF MARQUETTE
CITY ENGINEERS OFFICE
200 W. SARAGA AVENUE
MARQUETTE, MI 49801
P: (231) 228-3440

0 VERT. (FT) 8

0 HORZ. (FT) 80

FILE: 6553_Prof_US41_NB003.dgn

DATE: 2/7/2017

DESIGN UNIT: FILPUS

TSC: ISHPHEMING

CS: 52042

JN: M017-025

MDOT PERMIT 043179-16

PROFILE SHEET

NB US-41/M-28

STA 1250+00 TO STA 1260+40.04

DRAWING SHEET

NB0541

PROF 003

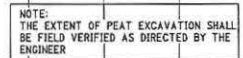
SECT 1

4-24-17



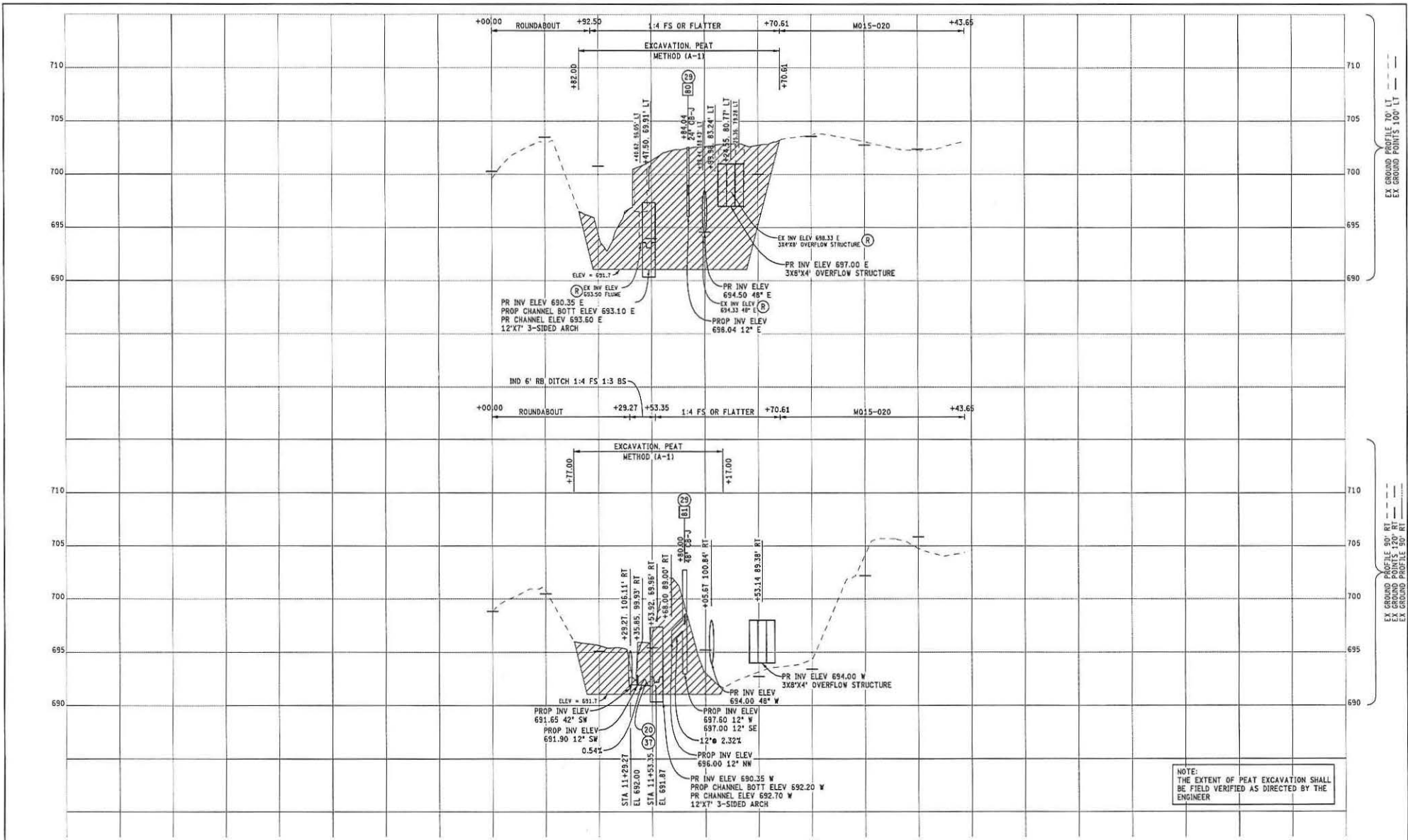
FINAL ROW PLAN REVISIONS (SUBMITTAL DATE: 3/12/17)										1252										1253										1254										1255										1256										1257										1258										1259										1260										1261									
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	 																														DATE: 2/7/2017 DESIGN UNIT: FILPUS TSC: SHIPMENT FILE: 6553_Prof_Us41_N8003a.dgn										CS: 52042 JN: M017-025 MDOT PERMIT 043179-16										PROFILE SHEET NB US-41/M-28 STA 1250+00 TO STA 1260+40.04										DRAWING SHEET NB0541 PROF 0036										SECT																															

885
4-24-17



FINAL ROW PLAN REVISIONS				SUBMITTAL DATE: 1				 		DATE: 2/17/2017		CS: 52042		PROFILE SHEET		DRAWING SHEET	
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION					DESIGN UNIT: FILPUS FILE: 6553_Prof_Hospital001.dgn TSC: ISPEMENG		JN: M017-025 MDOT PERMIT 043179-16		STA 10+00 TO STA 12+70.61 HOSPITAL DR HSTPL PROF 001	

OR
 4-24-17



FINAL ROW PLAN REVISIONS			SUBMITTAL DATE: 3		
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE

CITY OF MARQUETTE
 CITY ENGINEER'S OFFICE
 300 W. BAKANDA AVENUE
 MARQUETTE, MI 49855
 PH: (605)228-5465

0 VERT. (FT) 8

0 HORZ. (FT) 80

DATE: 2/7/2017
 DESIGN UNIT: FILPUS
 TSC: ISHPMEMING

CS: 52042
 JN: MQ17-025
 MDOT PERMIT 043179-16

PROFILE SHEET

HOSPITAL DR

STA 10+00 TO STA 12+70.61

DRAWING SHEET
 HSPPL SECT 1
 PROF 001a

FILE: 6553_Prof_Hospital001.dgn

856
4-24-17

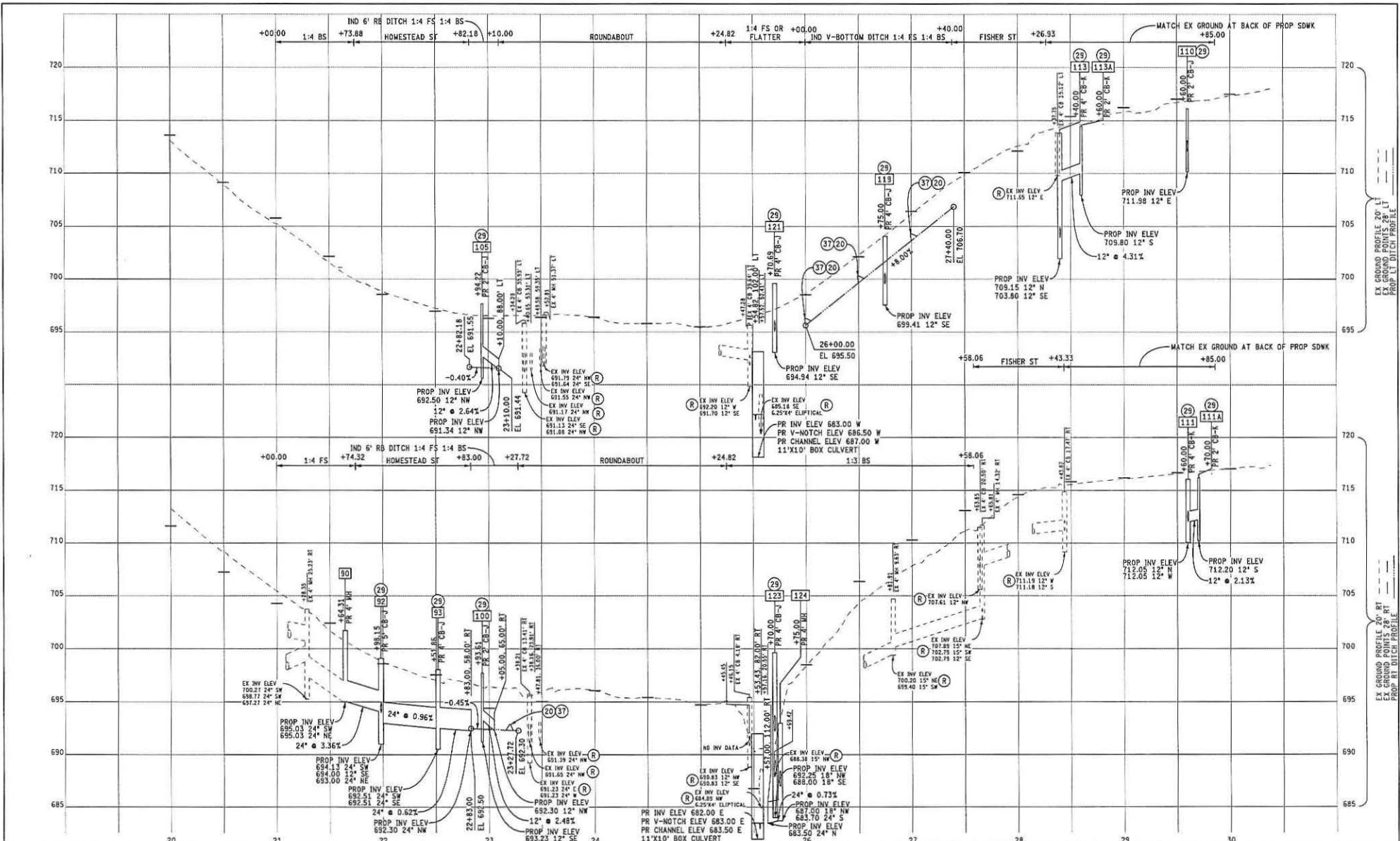


FINAL ROW PLAN REVISIONS (SUBMITTAL 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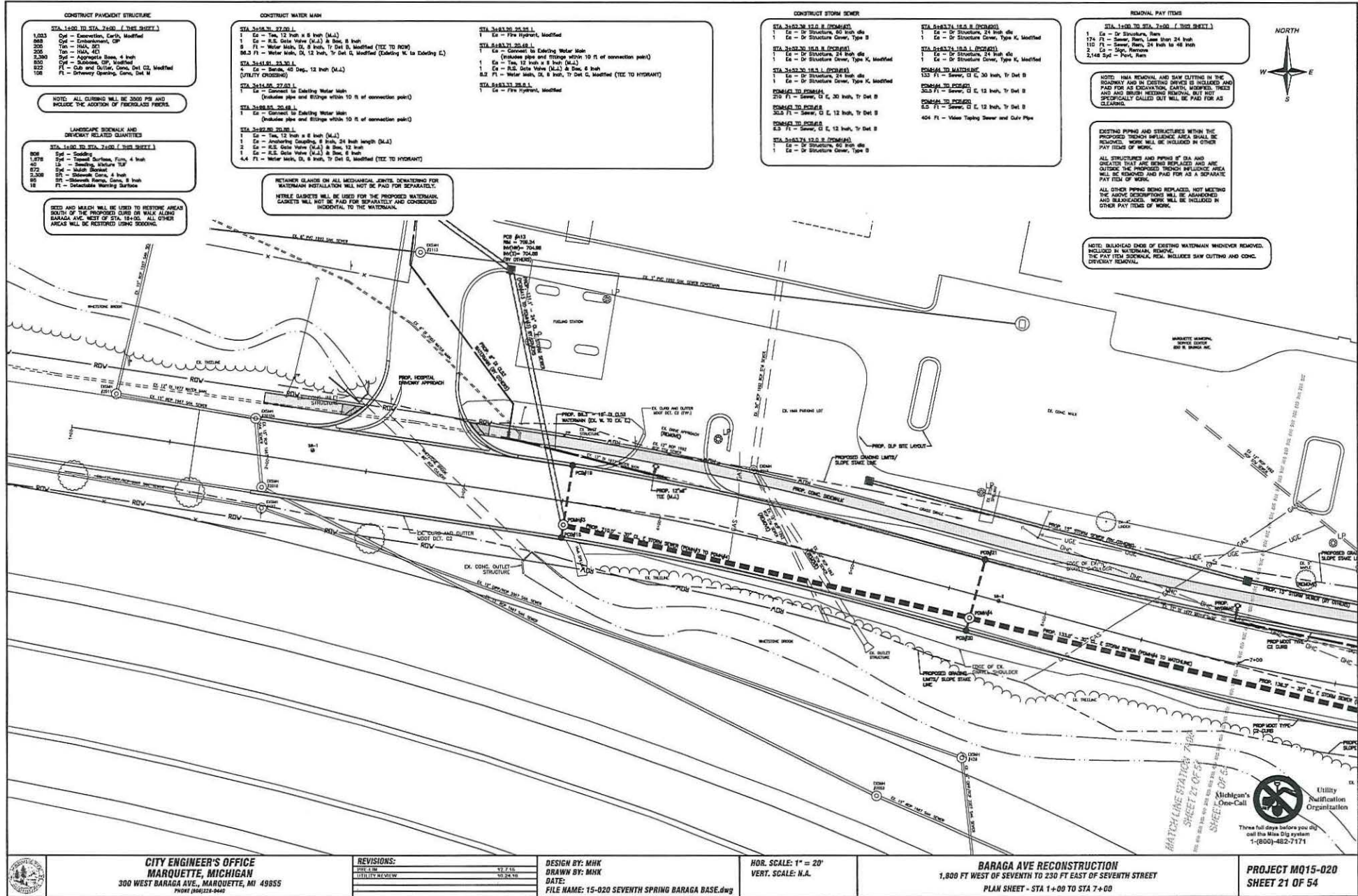
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4-24-17



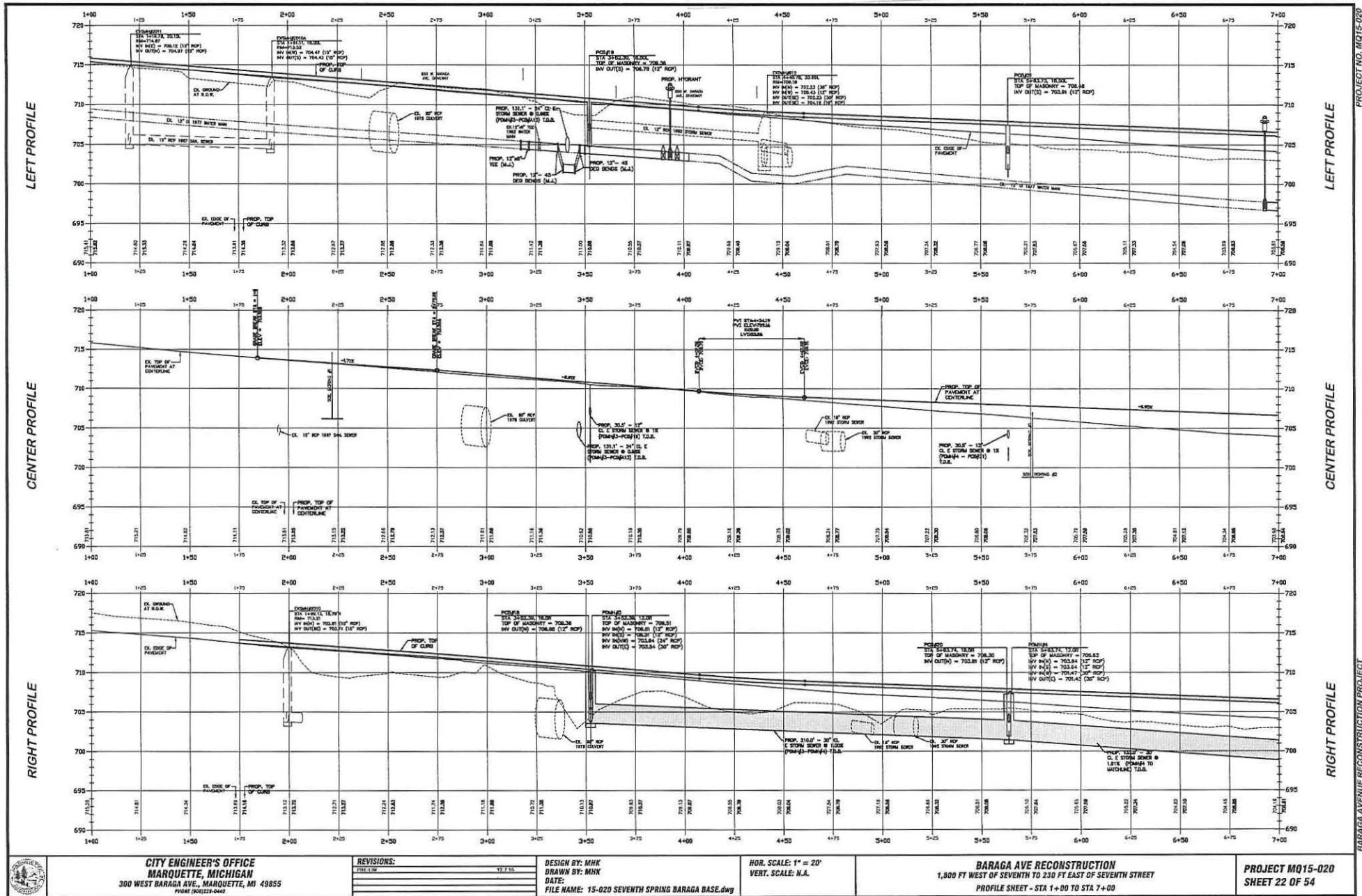
FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)				DATE: 2/1/2017				CS: 52042				PROFILE SHEET				DRAWING SHEET			
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION	DESIGN UNIT: FILPUS	JN: M017-025	MDOT PERMIT 043179-16	STA 21+00 TO STA 29+85	GROVE ST/7TH ST	GROVE	PROF	001a	SECT 1			

886
4-24-17

PROJECT NO. MQ15-020
BARAGA AVE RECONSTRUCTION PROJECT

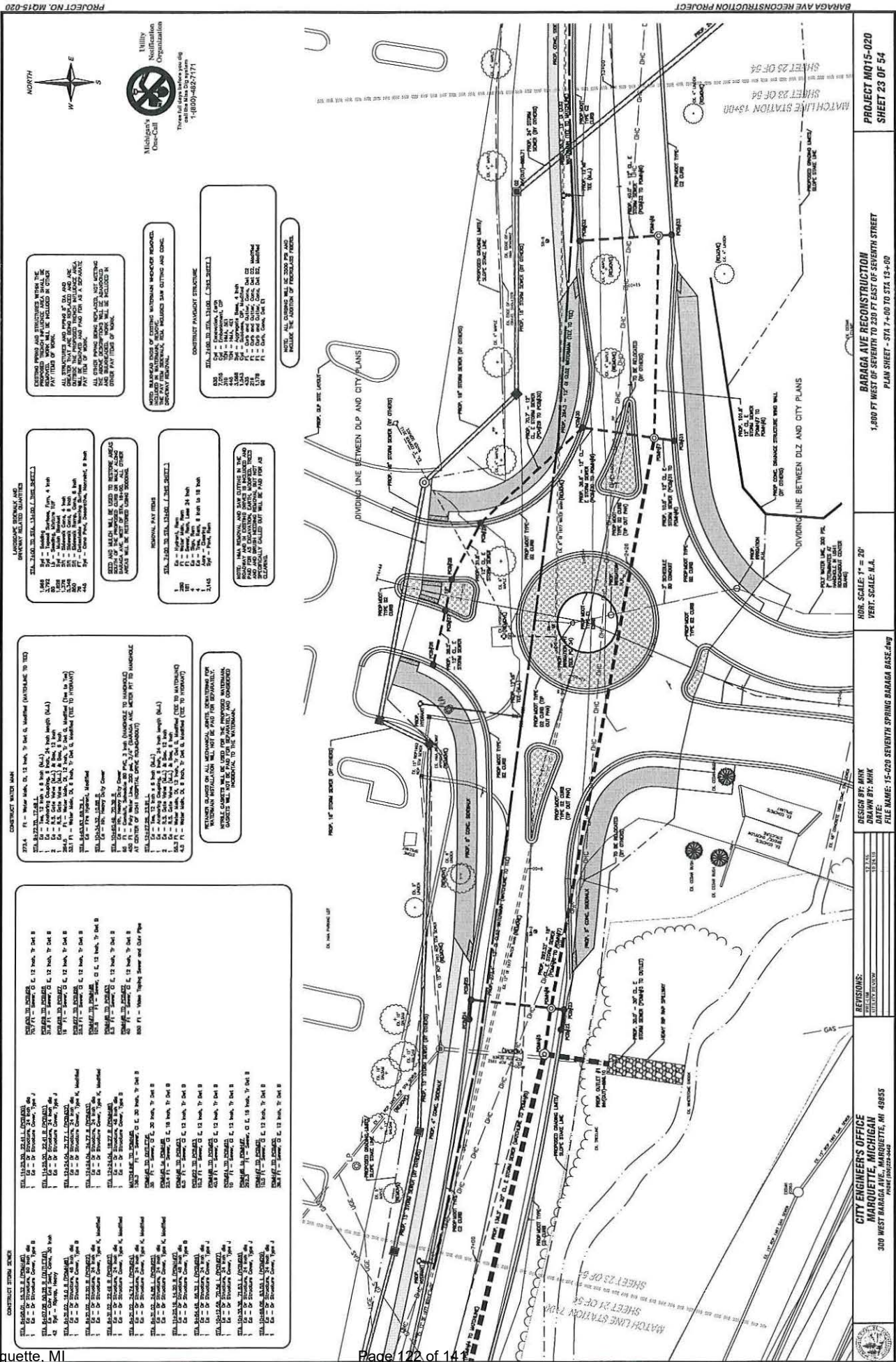


DEQ FILE # WRP001364 88
 SHEET 42 OF 47 4-24-17

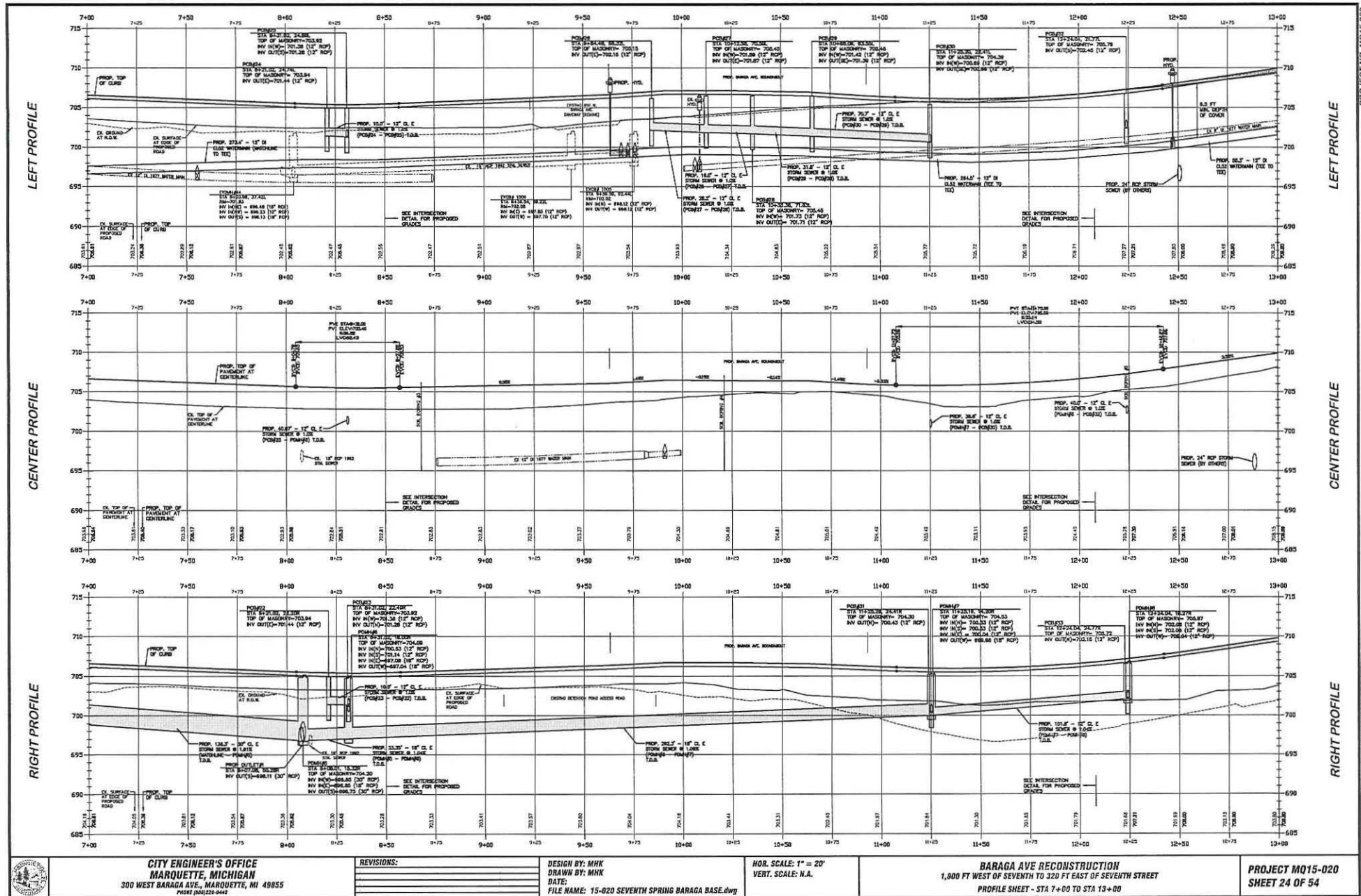


CITY ENGINEER'S OFFICE MARQUETTE, MICHIGAN 300 WEST BARAGA AVE., MARQUETTE, MI 49855 PHONE (481) 222-6442	REVISIONS: 1. 11/15/16 11/15/16	DESIGN BY: MNK DRAWN BY: MNK DATE: FILE NAME: 15-020 SEVENTH SPRING BARAGA BASE.dwg	HOR. SCALE: 1" = 20' VERT. SCALE: N.A.	BARAGA AVE RECONSTRUCTION 1,500 FT WEST OF SEVENTH TO 230 FT EAST OF SEVENTH STREET PROFILE SHEET - STA 1+00 TO STA 7+00	PROJECT M015-020 SHEET 22 OF 54

806
4-24-77

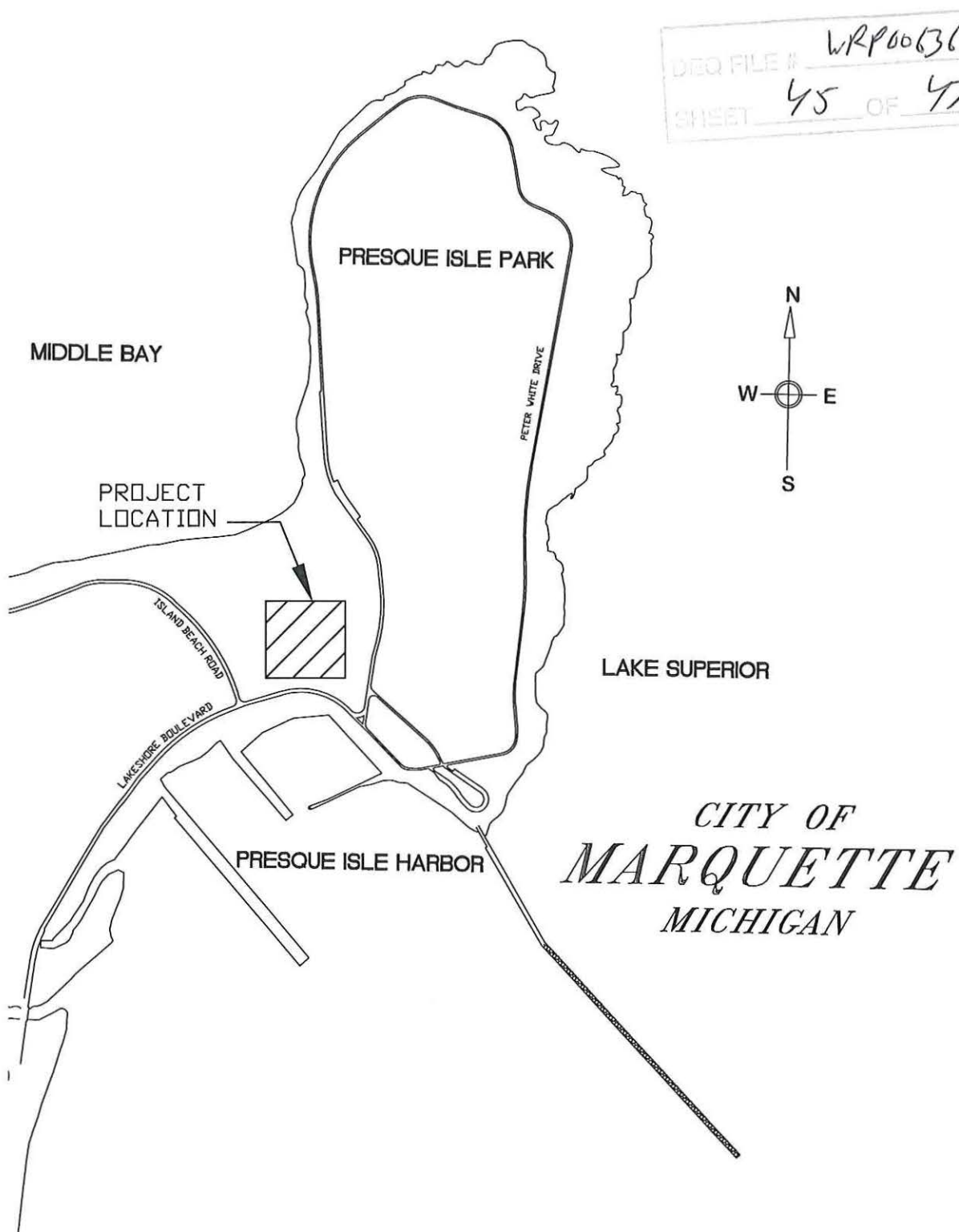


802
 4-24-17



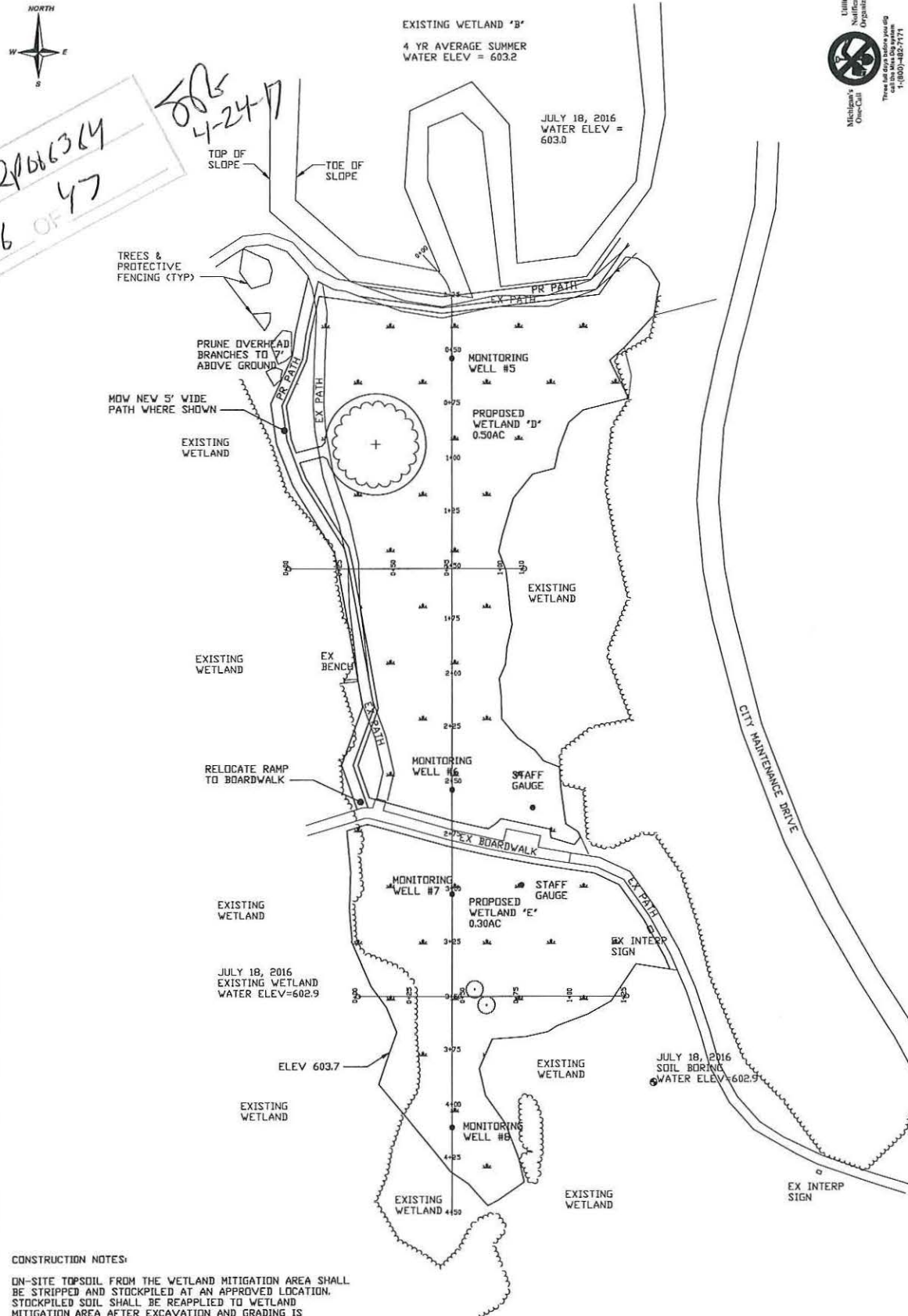
CITY ENGINEER'S OFFICE MARQUETTE, MICHIGAN 300 WEST BARAGA AVE., MARQUETTE, MI 49855 PHONE (907) 224-8440	REVISIONS: <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>							DESIGN BY: MNK DRAWN BY: MNK DATE: FILE NAME: 15-020 SEVENTH SPRING BARAGA BASE.dwg	HOR. SCALE: 1" = 20' VERT. SCALE: N.A.	BARAGA AVE RECONSTRUCTION 1,000 FT WEST OF SEVENTH TO 320 FT EAST OF SEVENTH STREET PROFILE SHEET - STA 7+00 TO STA 13+00	PROJECT MQ15-020 SHEET 24 OF 54
PROJECT NO. MQ15-020 BARAGA AVENUE RECONSTRUCTION PROJECT											

- Proposed mitigation site location



DEQ FILE # WRP006364
SHEET 45 OF 47

506
4-24-17



CONSTRUCTION NOTES:

ON-SITE TOPSOIL FROM THE WETLAND MITIGATION AREA SHALL BE STRIPPED AND STOCKPILED AT AN APPROVED LOCATION. STOCKPILED SOIL SHALL BE REAPPLIED TO WETLAND MITIGATION AREA AFTER EXCAVATION AND GRADING IS COMPLETED.

THE MITIGATION SITE SHALL NOT BE FINE GRADED, BUT SHALL BE LEFT IN A ROUGH STATE (ALLOWING FOR ESTABLISHMENT OF MICRO-TOPOGRAPHY) WITH FINAL ELEVATIONS RANGING BETWEEN 602.7 AND 603.7.

Michigan's
One-Call
Utility
Notification
Organization



Three full days before you dig
call the Miss Dig system
1-(800)-482-7171

PROJECT MQ17-403
SHEET 1 OF 2

**US41 WETLANDS MITIGATION
PRESQUE ISLE PARK
PROPOSED WETLANDS "D" AND "E"**

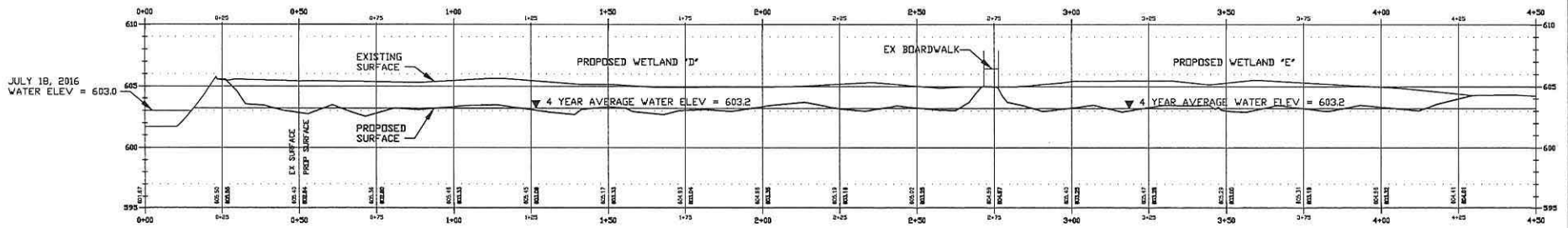
HOR. SCALE: 1" = 20'
VERT. SCALE: N.A.

DESIGN BY: GREG BORZICK, P.E.
DRAWN BY: GREG BORZICK, P.E.
DATE: AUGUST 31, 2016
FILE NAME: PI WETLAND TOPO BASEMAP.dwg

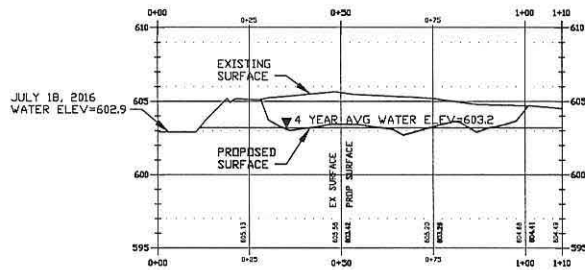
REVISIONS:	08-21-96
ADDED TOP SOIL, CONSTRUCTION MOTIV II	

**CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
300 WEST BARAGA AVE., MARQUETTE, MI 49855
PHONE (504) 228-0443**

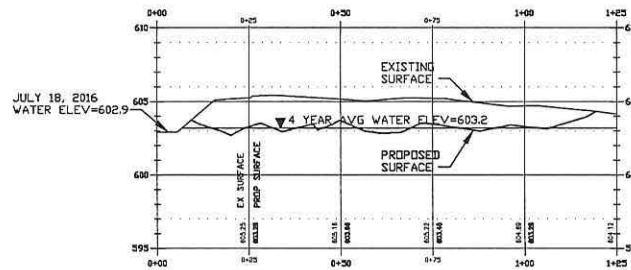
NORTH-SOUTH PROFILE
WETLANDS 'D' AND 'E'



EAST-WEST PROFILE
WETLAND 'D'



EAST-WEST PROFILE
WETLAND 'E'



DEQ FILE #
47-17
CH
W-17-17



Three full days before you dig
call the Miss Dig System
1-800-482-7171

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
300 WEST BARAGA AVE., MARQUETTE, MI 49855
PHONE (907)225-5445

REVISIONS:

1	
2	
3	
4	

DESIGN BY: GREG BORZICK, P.E.
DRAWN BY: GREG BORZICK, P.E.
DATE: AUGUST 31, 2016
FILE NAME: PI WETLAND TOPO MAP.dwg

HOR. SCALE: 1"=15'
VERT. SCALE: SEE ELEVATIONS

US41 WETLANDS MITIGATION
PRESQUE ISLE PARK
PROFILE VIEW - PROPOSED WETLANDS "D" AND "E"

PROJECT M017-403
SHEET 2 OF 2

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

Consent Agenda - Roll Call Vote

U.P. Superior Fastpitch Softball Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of U.P. Superior Fastpitch Softball recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct a fundraising raffle on March 4, 2023 and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the date of the first proposed raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing U.P. Superior Fastpitch Softball as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ City Commission Policy 2011-01
- ▣ 501c3
- ▣ Articles of Incorporation/Bylaws
- ▣ Resolution
- ▣ Board List

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: 2011 - 01	Revision Date:
Date Approved: 04-11-11 Administrative	

**SUBJECT: RECOGNITION OF NON-PROFIT ORGANIZATIONS
OPERATING IN THE CITY**

PURPOSE: To provide clear instructions to any non-profit organization in the City which may wish to obtain a charitable gaming license to conduct a fund-raising raffle. The Bureau of State Lottery requires the local governing body to first pass a resolution to recognize the group's designation as a non-profit agency before a license will be issued. This action requires action by the Marquette City Commission.

POLICY

When a non-profit group operating in the City of Marquette requests that the City Commission adopt a resolution to recognize them as holding this designation within the municipality, the group should contact the City Manager's office at least one full week prior to the City Commission meeting at which the resolution would be discussed. Before they do this, the organization needs to provide:

- A copy of the proposed resolution from the Bureau of State Lottery
- A roster of their board of directors
- Written confirmation of their IRS 501(c)(3) designation
- A copy of their bylaws
- A copy of their articles of incorporation
- The date of their proposed raffle drawing.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

UP SUPERIOR FASTPITCH SOFTBALL
C/O MARK IVAR PANTTI
2140 W GROVE STREET
MARQUETTE, MI 49855

Date: 04/22/2022
Employer ID number: 87-4129659
Person to contact: Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending: September 30
Public charity status: 509(a)(2)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: January 4, 2022
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053505001042

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

U.P. Superior Fastpitch Softball

(SFP)(Superior Fastpitch Softball)

Operating Bylaws and Articles of Incorporation

Superior Fastpitch Softball

(Revised and accepted 12/29/2021)

ARTICLE I—NAME

The name of the non-profit shall be the U.P. Superior Fastpitch Softball (SFP)

ARTICLE II—OBJECTIVE & MISSION

The mission of Superior Fastpitch Softball is to encourage the instruction, practice, and advancement of the Softball programs in a manner that coincides with the objectives and mission of NAFA/USSSA, to encourage and cultivate a spirit of unity among the SFP Softball players, and to promote and assist the funding of a comprehensive softball program at Superior Fastpitch Softball.

ARTICLE III—GUIDING PRINCIPLES

The SFP Softball program shall hold the same guiding principle as all other softball sports offered at NAFA/USSSA. This guiding principle for the SFP is to encourage athletics participation in all seasons by promoting participation and providing players with an experience that positively compliments their experience. SFP Will remain a nonprofit for the entirety of its existence.

ARTICLE IV—OPERATIONAL STRUCTURE AND ORGANIZATIONAL LIMITS

Section 1: These Bylaw articles supersede all prior organizational bylaws, agreements, operational processes stated, implied, or assumed because of prior business practices.

Section 2: SFP Responsibilities—as a self-funded sport, Superior Fastpitch Softball (SFP) is responsible for the following key operational areas:

- *Financial accounting, bookkeeping, and administrative tasks*
- *Fundraising*
- *Pay-to-play collection*
- *Staffing (including hiring, evaluation, and compensation structure and process)*
- *Facilities scheduling for practices/games at non-school facilities*
- *Scheduling (Game and Practice)*
- *Game officials*
- *Game operations*
- *Travel operations*
- *Equipment*

ARTICLE V—MEMBERSHIP

Section 1: Membership is open to anyone interested in promoting participation in the SFP Softball program and who is willing to work collectively with other members in achieving the objectives and purpose of the SFP.

Section 2: New members can be accepted once per year, once at the Annual Meeting of the SFP to be held in December of each year, the specific time and place shall be organized by the Board of Directors and/or the President. Appointments to sub committees may occur at any SFP meeting.

ARTICLE VI—CONFLICT OF INTEREST

Conflicts of interest, especially those involving finances and other resources (e.g., SFP member-vendor relationship conflict) must be submitted to the SFP upon election to the SFP or within 14 days after the conflict arises.

ARTICLE VII—BOARD OF DIRECTORS AND COMMITTEES

*Section 1: Board Composition—*The governing (voting) body of the SFP shall be a Board of Directors consisting of four to eleven members. Elected during the SFP annual meeting, Board members may resign at any time, following which a special election to replace resigned Board member(s) shall take place at the next SFP meeting. Board members may be removed from the Board for non-attendance (three unexcused absences annually) with a two-thirds vote by the Board of Directors.

*Section 2: Terms and Limits—*Newly elected members shall commence with their duties immediately upon election and shall serve for a period of 2 years.

*Section 3: Committees—*The Board of Directors may appoint committees or coordinators for specific SFP activities, including (but not limited to) fundraising, marketing and communications, technology, concessions, and photography/videography.

*Section 4: Meetings—*The Board of Directors shall have regular meetings (recommended one meeting per month) that shall include an official agenda as well as an open forum for members of the public to comment. Special meetings may be called between regular meetings. Any meeting (either regular or special) may occur via synchronous media (e.g., face to face, telephone conference, video conference). If committee business is conducted via synchronous media, documentation must be properly filed within the meeting minutes.

Section 5: A quorum shall consist of a majority of board members. Board decisions are valid with a majority vote of present board members. Robert's Rules of Order shall be used to conduct meetings to the extent possible. A formal motion and support for that motion shall be made for decisions pertaining to, but not limited to, purchases of equipment, scholarship requests, and any other Softball-related decisions within the SFP realm of responsibility.

Section 6: The Board of Directors shall hold an annual meeting during which board members can be elected. The Annual Meeting shall be held in December.

ARTICLE VIII—OFFICERS

Section 1: The officers of the SFP shall be the President, Vice President, Treasurer, and Secretary. All officers shall be elected to a 2-year term at the December Annual Meeting. Officers may resign at any time and remain on the Board of Directors. Should this occur, special elections to fill vacancies shall be carried out at the next SFP meeting.

Section 2: President—the President shall preside at all meetings of the membership and at all meetings of the Board of Directors. He/she shall appoint all committee chairpersons and transact such other business. The President shall have check writing authority in the absence of the Treasurer.

Section 3: Vice President—The Vice President shall perform such duties as assigned by the President and may serve as a chairperson of sub committees. The Vice President shall perform the duties of the President in cases of the absence of that officer.

Section 4: Secretary—The Secretary shall produce the agenda under the direction of the President and shall keep a correct record of the proceedings of all meetings of the membership and Board of Directors. The Secretary shall also maintain a complete list of Board of Directors and officer term length and shall perform such other duties as assigned.

Section 5: Treasurer—The Treasurer shall receive all monies, pay bills duly authorized by the Board of Directors, and deposit any funds in a bank account in the name of the SFP. The Treasurer shall provide a written report on the condition of the treasury for the SFP to the Board of Directors at SFP meetings.

Section 6: Board Member (Trustee)—Has a voting presence with the board of directors and may be assigned tasks from any Board of Director. In the event of a locked vote, the issue would revert to a Board of Directors decision.

ARTICLE IX— PROHIBITED ACTIVITIES and DISSOLUTION

Section 1: No part of the net earnings of the SFP shall inure to the benefit of, or be distributed to, its members, officers or other private persons except that the organization shall be authorized to pay reasonable compensation for services rendered. Any personal expenses incurred may be reimbursed with evidence of spending approval and proof of expenses incurred via invoice and/or receipt and managed by the Treasurer for a minimum of three years from the date of the invoice/receipt.

Section 2: No part of the activities of the SFP shall endeavor to influence legislation or involve participation in any political campaign on behalf of any candidate for public office.

Section 3: Notwithstanding any other provisions of these Articles, the SFP shall not participate in any other activities that are not permitted to be carried out by a non-profit organization exempt from the Federal Income Tax under Section 501(c)(3) of the Internal Revenue Service Code.

Section 4: Dissolution—The SFP shall use its funds only to accomplish the objectives and mission specified in these by- laws, and no part of said funds shall insure or be distributed to any Board member, unless specified herein as amended by a vote of the Board. In the event of dissolution of the SFP, any funds remaining shall be relinquished to an appropriate Non-Profit to be determined at the final SFP board of Directors meeting.

ARTICLE X—AMENDMENTS

Proposals to amend or repeal these by-laws must be made by motion at any meeting of the Board of Directors. In order to be adopted, the proposal shall receive the affirmation vote of at least two-thirds of the Board members present.

CERTIFICATION

The undersigned, being the Superior Fastpitch Softball President and the SFP Board of Director, hereby certifies that these by-laws are established in accordance with the mission and objectives of the Superior Fastpitch Softball program.

Mark Pantti, President, Board of Directors

Date

Holly Dewitt, Vice President, Board of Directors

Date

Dana Swajanen, Secretary, Board of Directors

Date

Julie Johnson, Treasurer, Board of Directors

Date

Stephanie Pantti, Board Member, Trustee

Date

Nick Johnson, Board Member, Trustee

Date

Derrick Swajanen, Board Member, Trustee

Date

Jamie Curtis. Board Member, Trustee

Date



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from U.P. Superior Fastpitch Softball of Marquette,
NAME OF ORGANIZATION CITY

county of Marquette, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)

2023 Board of directors for Superior Fastpitch

Mark Pantti, President

Julie Johnson, Treasurer

Holly Dewitt, VP

Dana Swajanen, Secretary

Anna Noskey, Trustee

Nick Johnson, Trustee

Steph Pantti, Trustee

Jamie Curtis, Trustee

Derek Swajanen, Trustee

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/13/2023

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 an interest in selling 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



Area Name

Area 10/26/22 11:07

Total Area
2.80 acres

Total Perimeter
647.0 yd

FW: Property

Karen Kovacs <kkovacs@marquettemi.gov>

Wed 1/25/2023 2:51 PM

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