

City of Marquette, MI



Meeting Agenda City Commission

**Monday, February 14, 2022
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. Reappointment

Taylor Klipp, Marquette County Transit Authority, for a term ending 12-31-24

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

Public Hearing(s)

2. Ore Dock Brewing Company Brownfield Plan - Roll Call Vote

3. Consent Agenda - Roll Call Vote

3.a. Approve the total bills payable in the amount of \$1,219,302.00

3.b. Access, Utility and Clear Vision Easement - City Owned Property

3.c. Contract and Extension Request - Conditional Rezoning of 1651 S. Front Street

3.d. Marquette Area Public Schools - Locker Room Lease

3.e. Moosewood Nature Center - Lease Agreement

3.f. Resolutions for the Dedication of Baraga Avenue and Hospital Drive Right of Ways
- Roll Call Vote

3.g. Resolution for the Dedication of Main Street Right of Way - Roll Call Vote

New Business

4. Disposition of 1435 Wright Street (North McClellan Avenue Property)

5. Downtown Development Area Citizens Council

6. Letter of Support - Marquette County Collaborative for Recovery and Homeless Services

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: 2/14/2022

Public Hearing(s)

Ore Dock Brewing Company Brownfield Plan - Roll Call Vote

BACKGROUND:

The Ore Dock Brewing Company has purchased the blighted building at 214 S. Front Street and has acquired the adjacent surplus City property for the development of a Beer Garden that will be a three-season outdoor food, beverage and entertainment center in downtown Marquette. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding the building footprint and brewing capacity. Anticipated private investment is approximately \$1.5 million.

As part of the project, environmental response activities, asbestos abatement, demolition of the blighted building at 214 S. Front Street, and site preparation activities are necessary and a Brownfield Plan is being proposed to reimburse these extraordinary expenses through the capture of increased taxes generated by the additional private investment. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

The property is located in the Downtown Development Authority and Local Development Finance Authority Tax Increment Financing Districts which have first right to certain tax increment revenues. In order to receive approval for State tax capture for Eligible Activities, the Michigan Economic Development Corporation and Michigan Strategic Fund require either a proportionate expense or approval to forgo future tax increment revenues from the DDA and LDFA to reimburse Brownfield Eligible Activities.

An Interlocal Agreement under the Urban Cooperation Act with the Marquette Brownfield Redevelopment Authority to forgo future revenues for Brownfield Eligible Activity expenses was approved by the DDA at their January 13, 2022 meeting and by the LDFA at their January 25, 2022 meeting.

The attached Brownfield Plan was presented to and approved by the MBRA at their January 20, 2022 meeting.

This public hearing was scheduled at the January 31, 2022 City Commission meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Following the public hearing, approve the Ore Dock Beer Garden Brownfield Plan, and authorize

the Mayor and City Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Brownfield Plan - Ore Dock Beer Garden
- ▣ Resolution



ACT 381 BROWNFIELD PLAN

ORE DOCK BEER GARDEN

**213 S. FRONT STREET, 214 S. FRONT STREET & 112 SPRING STREET
MARQUETTE, MICHIGAN 49855**

City of Marquette Brownfield Redevelopment Authority

January 2022

Prepared by:

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Mac Consulting Service LLC
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**Approved by Marquette
Brownfield Redevelopment**

Authority: January 20, 2022

Public Hearing: February 14, 2022

Approved by Marquette

**City Commission: February 14, 2022
(tentative)**

**Brownfield Plan
Ore Dock Beer Garden
City of Marquette, Marquette County, Michigan**

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Downtown Development Authority
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Development Finance Authority

Project Summary

Ore Dock Brewing Company has purchased the blighted building at 214 S. Front Street and acquired the adjacent surplus City property for the development of a Beer Garden that will be a three-season outdoor food, beverage and entertainment center in downtown Marquette. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding the building footprint and brewing capacity. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

This Brownfield Plan will provide incremental tax revenues to repay certain Eligible Activities, including environmental due diligence and due care, lead and asbestos abatement, demolition, site preparation and infrastructure. Reimbursement of these Brownfield Eligible Activity expenses are critical to the economic viability of the redevelopment and provides a unique downtown placemaking opportunity.

Environmental investigations have identified the presence of contaminants in soil and groundwater exceeding EGLE Generic Cleanup Criteria and a Baseline Environmental Assessment has been prepared and submitted to EGLE. As a result, the property is a Part 201 Facility and qualifies as Brownfield Eligible Property under Act 381.

Project Name: Ore Dock Beer Garden

Project Location: The Eligible Property is comprised of four parcels in downtown Marquette: 213 S. Front Street, Parcel Identification Number 151030, 214 S. Front Street, Parcel Identification Number 110710, an undesignated parcel, and 112 Spring Street, Parcel Identification Number 110730

Type of Eligible Property: Part 201 Facility and Adjacent

Eligible Activities: Baseline Environmental Assessment Activities, Due Care Activities, Asbestos Abatement, Demolition, Site Preparation, Infrastructure

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	\$80,500	\$562,355	\$642,855
Interest	\$23,750	\$165,935	\$189,685
ELIGIBLE ACTIVITY SUBTOTAL	\$104,250	\$728,290	\$832,540
Brownfield Plan Development and Approval	\$3,000	\$10,000	\$13,000
Brownfield Plan Implementation	\$5,000	\$20,000	\$25,000
TOTAL ELIGIBLE ACTIVITY	\$112,250	\$758,290	\$870,540
Administrative and Operating Cost (Local Only)	\$4,000	\$16,000	\$20,000

Years to Complete 21 years

Eligible Activities Payback: Estimated Investment: \$1,500,000

Estimated Annual Tax Revenue in First Year

After Brownfield Obligation: \$83,980

BROWNFIELD PLAN
ORE DOCK BEER GARDEN
MARQUETTE, MARQUETTE COUNTY, MICHIGAN

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

1.0 INTRODUCTION

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax reverted, blighted, functionally obsolete, or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the brownfield redevelopment authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The Michigan Department of Environment, Great Lakes and Energy (EGLE) must approve Environmental Eligible Activities and the Michigan Strategic Fund must approve Non-Environmental Eligible Activities for State tax capture. The City of Marquette established the City of Marquette Brownfield Redevelopment Authority under the procedures required under Act 381 and filed with the Secretary of State on January 28, 1998.

The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment will remove the blighted building at 214 S. Front Street and construct a unique three seasons outdoor food, beverage and entertainment center in downtown Marquette that will include adjacent property. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding their original building footprint and make significant investments to expand brewing capacity. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

The S. Front Street property is zoned Downtown Marquette Waterfront and the Spring Street property is zoned Central Business District.

The estimated private investment is anticipated at \$1,500,000, plus \$195,000 in public infrastructure.

The development is anticipated to provide up to 10 jobs at 5 FTE jobs. Site work is anticipated to begin in Spring 2022 with the completion in Spring 2023. The project is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes four parcels, as described below:

	Property Name	Parcel Number	Address	Description	Acreage	Qualifying Status
1.	Former City/Railroad Property	151030	213 S. Front Street	THAT PART OF THE ABANDONED 42-FOOT RAILROAD RIGHT-OR WAY ACROSS PARTS OF LOTS 1,2,3 AND 4 OF BLOCK 19 AND PART OF LOTS 3 AND 4 OF BLOCK 20 OF THE 36 ACRE PLAT IN THE CITY OF MARQUETTE, COUNTY OF MARQUETTE & STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAT; THENCE NORTH 78°01'07" WEST, 180.03 FEET (RECORDED AS NORTH 78°00' WEST, 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, AND PART OF THE LOT 3 OF BLOCK 19 OF THE 36 ACRE PLAT; THENCE CONTINUING NORTH 78°01'07" WEST, 214.04 FEET (RECORDED AS NORTH 78°00' WEST, 214.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4 OF BLOCK 19, AND SAID LOT 1 AND PART OF LOT 2 OF BLOCK 20 OF THE 36 ACRE PLAT: THENCE NORTH 11°05'07" EAST, 42.16 FEET ALONG THE EASTERLY LINE OF A PARCEL RECORDED IN 2019R-06619, MARQUETTE COUNTY REGISTER OF DEEDS (RECORDED AS NORTH 12°21'44" EAST IN 2019R-06619), TO THE SOUTHWEST CORNER OF A PARCEL RECORDED IN 2020R-07047, MARQUETTE COUNTY REGISTER OF DEEDS; THENCE SOUTH 78°00'16" EAST, 214.04 FEE ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN 2020R-07047, TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF A PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182, MARQUETTE COUNTY REGISTER OF DEEDS); THENCE CONTINUING SOUTH 78°00'16" EAST, 180.03 FEET (RECORDED AS 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 11°05'58" WEST (RECORDED AS SOUTH 12°00' WEST), 42.07 FEET ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAN AND THE WESTERLY RIGHT-OF-WAY LINE OF FRONT STREET, TO THE POINT OF BEGINNING. CONTAINING 16,596 SQUARE FEET OR 0.381 ACRE OF LAND.	0.38	Part 201 Facility
2.	Former Montcalieri Property	110710	214 S. Front Street	CLEVELAND IRON MINING CO SUBDIVISION THE E 80' OF THE N 25' OF LOT 1, BLOCK 4	0.05	Adjacent
3.	Ore Dock Brewing	110730	112 Spring Street	CLEVELAND IRON MINING CO SUBDIVISION THE W 35' OF LOT 1, AND ALL OF LOT 2, BLOCK 4	0.34	Adjacent
4.	Alleyway		Undefined alleyway\ between 110710 and 110730		0.06	
					0.83	

1.3 Public Purpose *MCL 125.2664(5):*

The removal of a blighted building and development of a three-season outdoor food, beverage and entertainment center, along with the expansion of a local business and non-motorized trail connection will provide a unique community gathering place, increase the value of downtown property and property taxes, provide recreational opportunities and create jobs. When completed, property taxes are estimated at **\$83,980** per year (following the retirement of Brownfield obligations).

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Project and Plan Costs *MCL 125.2663(2)(a):*

The proposed redevelopment will remove the blighted building at 214 S. Front Street and construct a unique three seasons outdoor food, beverage and entertainment center in downtown Marquette that will include adjacent property. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding their original building footprint and make significant investments to expand brewing capacity. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail. The Brownfield Plan includes Environmental and Non-Environmental Eligible Activities:

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities
 - Phase I Environmental Site Assessment
 - Phase II Environmental Site Assessment
 - Baseline Environmental Assessment
- Due Care Activities
 - Due Care Investigation, Planning and Documentation
 - Due Care Response Activities
 - Vapor Mitigation

Non-Environmental Eligible Activities include:

- Lead and Asbestos Abatement
- Demolition
- Site Preparation
- Public Infrastructure

Other Eligible Activities include:

- Brownfield Plan development and approval;
- Brownfield Plan implementation; and
- Administrative and operating costs of the MBRA with local tax capture only.
- Interest (Estimated at 5.0% for 15 years)

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	\$80,500	\$562,355	\$642,855
Interest	\$23,750	\$165,935	\$189,685
ELIGIBLE ACTIVITY SUBTOTAL	\$104,250	\$728,290	\$832,540
Brownfield Plan Development and Approval	\$3,000	\$10,000	\$13,000
Brownfield Plan Implementation	\$5,000	\$20,000	\$25,000
TOTAL ELIGIBLE ACTIVITY	\$112,250	\$758,290	\$870,540
Administrative and Operating Cost (Local Only)	\$4,000	\$16,000	\$20,000

Additional detail is provided in Table 1.1: Environmental Eligible Activities and Table 1.2 Non-Environmental Eligible Activities.

The cost of Eligible Activities included in and authorized by this Brownfield Plan will be reimbursed with incremental applicable local and state tax revenue generated by the increased private investment on the Eligible Property and captured by the MBRA, subject to any limitation and conditions described in this Brownfield Plan, Act 381 Work Plan and the terms of a Reimbursement Agreement between the Developer, the MBRA, and the City of Marquette. State tax capture requires approval of an Act 381 Work Plan by the Michigan Department of Environment, Great Lakes and Energy (EGLE) for Environmental Eligible Activities and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities, with exemptions for certain Eligible Activities, including Baseline Environmental Assessment and Due Care Investigation and Planning Activities.

The Eligible Activity costs included in this Brownfield Plan are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Eligible Property or other circumstances. Reimbursement will be based on the actual cost of Eligible Activities approved under this Brownfield Plan and an Act 381 Work Plan from Brownfield Tax Increment Financing (TIF) revenues captured by the Authority and shall be governed by the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). This Brownfield Plan and the Reimbursement Agreement establish the maximum Eligible Activity cost. Line-item Eligible Activity may be adjusted after the adoption of this Brownfield Plan with the approval of the Authority, as long as the total maximum Eligible Activity cost is not exceeded.

2.2 Summary of Eligible Activities *MCL 125.2663(2)(b):*

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities and Non-Environmental Eligible Activities.

EGLE Eligible Activities

1. **Baseline Environmental Assessment (BEA) Activities:** BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and a Baseline Environmental Assessment to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a-b)), as long as included in a subsequent Brownfield Plan.

A. **Phase I ESA:** A Phase I ESA has been conducted for the two property acquisitions consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). The Phase I report identified the following RECs:

1. The historical use of the property at 231 South Front Street for railroad operations;
2. The proximity of nearby property at 101 West Washington Street as a Part 201 Site of environmental contamination; and
3. The proximity of nearby property at the southeast corner of Main Street and South Third with documented groundwater contamination.

B. **Phase II ESA:** A Phase II Environmental Site Assessment was conducted for the Eligible Property in July 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples identified the presence of mercury above Part 201 Drinking Groundwater Surfacewater Interface Protection Criteria and above Residential Volatilization to Indoor Air Pathway Screening Criteria. Analysis of groundwater samples identified the presence of lead above Residential and Non-Residential Drinking Water Criteria. As a result, the property at 213

South Front Street qualifies as Brownfield Eligible Property as a Part 201 Facility and the other three parcels qualify as Brownfield Eligible Property as adjacent property under Section 2(p)(i) of Act 381.

- C. Baseline Environmental Assessment: A Baseline Environmental Assessment (BEA) for 213 S. Front Street and 214 S. Front Street has been prepared on behalf of Ore Dock Brewing and submitted to EGLE to provide an exemption from environmental liability for pre-existing contamination.
2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. Act 381 includes provisions for Due Care Investigation Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a,c)), as long as included in a subsequent Brownfield Plan. There are three primary due care activities proposed under this Brownfield Plan:
- A. Due Care Investigation: Due to the presence of contaminated soils on the Eligible Property, additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.
- B. Due Care Planning and Documentation: Following the completion of the due care investigation and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Response Activity Plan/Due Care Plan. The Response Activity Plan/Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of Contamination, if necessary. In addition, an Environmental Construction Management Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations. Once the due care measures are completed, Documentation of Due Care Compliance will be compiled.
- C. Due Care Exposure Pathway Mitigation: The Response Activity Plan/Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include soil remediation; developing and implementing a soils management plan to safely relocate soils on the property or remove soils for transport and disposal

to a licensed landfill; a vapor mitigation system; and/or institutional controls if necessary. These measures will be subject to approval of an Act 381 Work Plan by the EGLE for State tax capture.

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the City of Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities as a Local Only Cost. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 5.0% for 10 years for Environmental Eligible Activity costs for the purposes of this Brownfield Plan.

The following tables estimate the costs for Environmental Eligible Activities to be funded by tax increment revenues.

EGLE Environmental Eligible Activity Cost

<u>Eligible Activities</u>	<u>Estimated Cost</u>
Baseline Environmental Assessment	<i>\$27,000</i>
Due Care Activities	<i>\$43,000</i>
Contingency (15%)	<i>\$10,500</i>
EGLE Eligible Activities Subtotal	<i>\$80,500</i>
Interest	<i>\$23,750</i>
EGLE Environmental Eligible Activities Total	<i>\$104,250</i>
Brownfield Plan/Work Plan Development and Approval Cost	<i>\$3,000</i>
Brownfield Plan/Work Plan Implementation Cost	<i>\$5,000</i>
ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	<i>\$112,250</i>
MBRA Administrative and Operation Costs	<i>\$4,000</i>

MSF Non-Environmental Eligible Activities

MSF Non-Environmental Eligible Activities are included under this Brownfield Plan under the auspices of Act 381. The MSF Non-Environmental Eligible Activities include lead and asbestos abatement, demolition, site preparation and infrastructure.

1. **Lead and Asbestos Abatement:** NESHAP regulations require a lead and asbestos survey prior to disturbance of commercial buildings to demonstrate Potential Asbestos Containing Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected.

Lead and Asbestos Abatement	Total
Pre-Demolition Survey	\$2,500
Monitoring	\$4,000
Abatement	\$50,000
Contingency (15%)	\$8,475
TOTAL	\$64,975

2. **Demolition:** In preparation for redevelopment, demolition of blighted building at 214 S. Front Street is required. In addition, site demolition is anticipated for site features and associated infrastructure. The scope of work includes engineering specifications, contractor procurement and site demolition and demolition of the 214 S. Front building.

Demolition	Total
Site Demolition	\$20,000
Building Demolition	\$120,000
Engineering/Inspections	\$7,200
Contingency (15%)	\$22,680
TOTAL	\$173,880

3. **Site Preparation:** Site preparation will consist of land balancing and grading, geotechnical engineering, special foundations, retaining walls, and temporary site and erosion control and sheeting and shoring.

Site Preparation	Total
GeoTech, Special Foundations	\$19,500
Grading and Land Balancing	\$20,000
Retaining Walls	\$36,240
Temporary Facilities	\$24,000
Architectural/Engineering	\$12,000
Contingency (15%)	\$16,760
TOTAL	\$111,740

4. Infrastructure: Infrastructure will include development of a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

Infrastructure	Total
Trail Connection	\$180,000
Engineering	\$15,000
TOTAL	\$195,000

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the City of Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities for Local Only capture. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 5.0% for 15 years for Eligible Activity costs for the purposes of this Brownfield Plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues *MCL 125.2663(2)(c)*:

Act 381 defines Initial Taxable Value as taxable value of an Eligible Property identified in and subject to a Brownfield Plan at the time the resolution adding that Eligible Property in the Brownfield Plan is adopted, as shown either by the most recent assessment roll for which equalization has been completed at the time the resolution is adopted or, if provided by the Brownfield Plan, by the next assessment roll for which equalization will be completed following the date the resolution adding that eligible property in the Brownfield Plan is adopted.

The taxable value total of the four Eligible Properties as of December 31, 2020 is \$496,130. As provided in this Brownfield Plan, the Initial Taxable Value will be established by the taxable value as of December 31, 2020.

The EGLE Environmental and MSF Non-Environmental Eligible Activity cost is \$642,855 plus an estimated \$189,685 in interest and \$38,000 in Brownfield Plan/Work Plan Development, Approval and Implementation, for a total of \$870,540. The Brownfield Plan also includes \$20,000 in MBRA Administrative and Operating Costs and capture of 50% of the State Education Tax for the State Brownfield Fund as required by Act 381, estimated at \$80,997 for this Brownfield Plan. The Brownfield Plan also provides for deposits into the Local Brownfield Revolving Fund during the time of capture and five years after capture, with State tax capture limited to an amount equal to State tax capture for EGLE Environmental Eligible Activities if available. LBRF deposits from local taxes are estimated at \$217,930. The overall investment for the Project is estimated at over \$1.5 million.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. Interlocal Agreements between the MBRA and the Marquette Downtown Development Authority and the Marquette Local Development Financing Authority which have first right to selected tax capture have been approved by all parties and attached to this Brownfield Plan. The overall contribution of local taxes is consistent with the ratio of captured local taxes (53.50%) to captured State taxes (46.50%). The cash flow analysis for the project indicates payoff of the obligation in *twenty-one (21) years* from 2021 for Local Capture, *twenty-two (22) years* for State Capture, with an additional five years of LBRF capture.

Redevelopment of the property is anticipated to be initiated in Spring 2022, with asbestos abatement and demolition activities. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimate Tax Revenues and Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes
2023	\$65,343	\$38,712
2024	\$65,935	\$39,293
2025	\$66,535	\$39,882
2026	\$67,144	\$40,480
2027	\$67,763	\$41,088
2028	\$68,391	\$41,704
2029	\$69,028	\$42,329
2030	\$69,674	\$42,964
2031	\$70,331	\$43,609
2032	\$70,997	\$44,263
2033	\$71,673	\$44,927
2034	\$72,360	\$45,601
2035	\$73,056	\$46,285
2036	\$73,764	\$46,979
2037	\$74,481	\$47,684

Year	Total Tax Revenues	Captured Taxes
2038	\$75,210	\$48,399
2039	\$75,949	\$49,125
2040	\$76,700	\$49,862
2041	\$77,462	\$50,610
2042	\$78,235	\$51,369
2043	\$79,020	\$52,140
2044	\$79,816	\$52,921
2045	\$80,625	\$53,715
2046	\$81,445	\$54,521
2047	\$82,278	\$38,816
2048	\$83,124	\$33,317
2049	\$83,982	\$0
2050	\$84,853	\$0
2051	\$85,737	\$0
2052	\$86,634	\$0

(1)

(2)

(3)

(1) Local Tax Capture Ends

(2) State Tax Capture Ends

(3) LBRF Capture Ends

Total	\$2,257,546	\$1,180,595
-------	-------------	-------------

State Brownfield Fund \$70,906

Admin Operating \$20,000

LBRF \$219,148

Eligible Activity \$870,540

2.4 Method of Financing and Description of Advances Made by the Municipality MCL 125.2663(2)(d):

Private Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs will be financed by the Developer. Public Infrastructure – Trail Development may be funded through a Capital Improvement Bond issued by the City of Marquette or other public sources.

2.5 Maximum Amount of Note or Bond Indebtedness MCL 125.2663(2)(e):

The maximum amount of Eligible Activities is anticipated to be will be \$680,855.

2.6 Beginning Date and Duration of Capture MCL 125.2663(2)(f):

The anticipated beginning date of capture is 2023, estimated to be the first year tax increment revenues are available. The duration of Brownfield Plan capture will be the time to capture taxes in an amount equal to the

Eligible Activity obligation, Interest, State Brownfield Fund, Local Brownfield Revolving Fund, and Administrative and Operation Costs. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment are expected to be repaid through tax increment financing within *21 years* for Local Capture and *22 years* for State Capture.

2.7 Estimated Impact of Tax Increment Financing on Tax Revenues of Taxing Jurisdictions *MCL 125.2663(2)(g):*

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. The Marquette Downtown Development Authority captures local taxes on the subject property. The Marquette Local Development Financing Authority (LDFA) captures one-half of the State tax on the subject property. Interlocal Agreements have been approved by and executed between the MBRA and the DDA and the MBRA and the LDFA to provide for capture of applicable taxes for the reimbursement of Brownfield Eligible Activities under this Brownfield Plan and are included in the Appendix. Table 3 presents the allocation of tax capture and the total tax increment for the 30-year duration of the Brownfield Plan. The DDA and LDFA will continue to receive their tax allocation for the project once the Brownfield obligation is met and beyond the duration of the Brownfield Plan.

The total tax capture is estimated at \$642,855 for Eligible Activities, plus an estimated \$189,685 in interest, \$38,000 in Brownfield Plan development, approval and implementation, \$20,000 in MBRA Administrative and Operating costs, an estimated \$70,906 for the State Brownfield Fund and an estimated \$219,148 for the Local Brownfield Revolving Fund for a total capture of \$1,180,595. After the Brownfield obligation is met, tax revenues in an amount estimated at \$83,980 per year on into the future.

2.8 Legal Description, Location, and Determination of Eligibility *MCL 125.2663(2)(h):*

Legal Description: The legal description of the Eligible Property follows:

Property Name	Parcel Number	Address	Description	Acreage	Qualifying Status
1. Former City/Railroad Property	151030	213 S. Front Street	THAT PART OF THE ABANDONED 42-FOOT RAILROAD RIGHT-OR WAY ACROSS PARTS OF LOTS 1,2,3 AND 4 OF BLOCK 19 AND PART OF LOTS 3 AND 4 OF BLOCK 20 OF THE 36 ACRE PLAT IN THE CITY OF MARQUETTE, COUNTY OF MARQUETTE & STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAT; THENCE NORTH 78001'07" WEST, 180.03 FEET (RECORDED AS NORTH 78000' WEST, 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, AND PART OF THE LOT 3 OF BLOCK 19 OF THE 36 ACRE PLAT; THENCE CONTINUING NORTH 78001'07" WEST, 214.04 FEET (RECORDED AS NORTH 78000' WEST, 214.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4 OF BLOCK 19, AND SAID LOT 1 AND PART OF LOT 2 OF BLOCK 20 OF THE 36 ACRE PLAT: THENCE NORTH 11058'07" EAST, 42.16 FEET ALONG THE EASTERLY LINE OF A PARCEL RECORDED IN 2019R-06619, MARQUETTE COUNTY REGISTER OF DEEDS (RECORDED AS NORTH 12021'44" EAST IN 2019R-06619), TO THE SOUTHWEST CORNER OF A PARCEL RECORDED IN 2020R-07047, MARQUETTE COUNTY REGISTER OF DEEDS; THENCE SOUTH 78000'16" EAST, 214.04 FEE ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN 2020R-07047, TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF A PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182, MARQUETTE COUNTY REGISTER OF DEEDS); THENCE CONTINUING SOUTH 78000'16" EAST, 180.03 FEET (RECORDED AS 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 11057'58" WEST (RECORDED AS SOUTH 12000' WEST), 42.07 FEET ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAN AND THE WESTERLY RIGHT-OF-WAY LINE OF FRONT STREET, TO THE POINT OF BEGINNING. CONTAINING 16,596 SQUARE FEET OR 0.381 ACRE OF LAND.	0.38	Part 201 Facility
2. Former Montcalieri Property	110710	214 S. Front Street	CLEVELAND IRON MINING CO SUBDIVISION THE E 80' OF THE N 25' OF LOT 1, BLOCK 4	0.05	Adjacent
3. Ore Dock Brewing	110730	112 Spring Street	CLEVELAND IRON MINING CO SUBDIVISION THE W 35' OF LOT 1, AND ALL OF LOT 2, BLOCK 4	0.34	Adjacent
4. Alleyway		Undefined Alleyway between 110710 and 110730		0.06	

0.83

Location: The Eligible Property is located at 213 S. Front Street, 214 S. Front Street, an undefined alleyway, and 112 Spring Street in downtown Marquette, Michigan. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment was conducted for the Eligible Property in July 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples identified the presence of mercury above Part 201 Groundwater Surfacewater Interface Protection Criteria and Residential Volatilization to Indoor Air Pathway Screening Levels. Analysis of groundwater samples identified the presence of lead above Residential and Non-Residential Drinking Water

Criteria on 213 S. Front Street. Access to 214 S. Front Street was not granted for environmental investigation. As a result, 213 S. Front Street qualifies as Brownfield Eligible Property as a Part 201 Facility. Property at 214 S. Front Street, the undefined alleyway, and 112 Spring Street qualify as adjacent property.

Summary of Soil Concentrations Above EGLE GCC

Sample Number	Sample Depth	Parameter Over Criteria	Parameter Analytical Result (ug/Kg, ppb)	GCC Exceeded (ug/Kg, ppb)
SB-1A	5-6'	Mercury	63	GSIP - 50 RVIAP - 22
SB-2A	2'-3'	Mercury	53	GSIP - 50 RVIAP - 22

RVIAP – EGLE Residential Volatilization to Indoor Air Pathway Screening Levels
GSIP - EGLE Part 201 Groundwater Surface Water Interface Protection Criteria
ppb – Parts per billion
ug/Kg – Micrograms per kilogram or ppb

Summary of Groundwater Concentrations Above EGLE GCC

Sample Number	Sample Depth	Parameter Over Criteria	Parameter Analytical Result (ug/Kg, ppb)	GCC Exceeded (ug/Kg, ppb)
TMW-2	18.5'	Lead	7.9	NDW - 4 RDW - 4

NDW – EGLE Part 201 Non-Residential Drinking Water Criteria
RDW – EGLE Part 201 Residential Drinking Water Criteria
ppb – Parts per billion
ug/Kg – Micrograms per kilogram or ppb

Personal Property: Personal Property is included as part of the Eligible Property.

2.9 Estimate of Number of Persons Residing on Eligible Property ***MCL 125.2663(2)(i):***

There are an estimated four persons in residential dwellings at 112 Spring Street.

2.10 Plan for Residential Relocation ***MCL 125.2663(2)(j):***

The residential dwellings will remain; therefore, a plan for residential relocation is not applicable.

2.11 Provision of Costs of Relocation ***MCL 125.2663(2)(k):***

The residential dwellings will remain; therefore, a provision for residential relocation has not been allocated.

2.12 Strategy to Comply with Relocation Assistance Act, 1972 PA 227 *MCL 125.2663(2)(l):*

The residential dwellings will remain; therefore, relocation is not necessary.

2.13 Other Material Required by the Authority or Governing Body *MCL 125.2663(2)(m):*

None

EXHIBITS

FIGURES

Figure 1 Eligible Property Location Map

Figure 2.1 Eligible Property Boundaries

Figure 2.2 Property Survey

Figure 3 Public Infrastructure Improvements

TABLES

Table 1.1 Environmental Eligible Activities Costs and Schedule

Table 1.2 Non-Environmental Eligible Activities Costs and Schedule

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

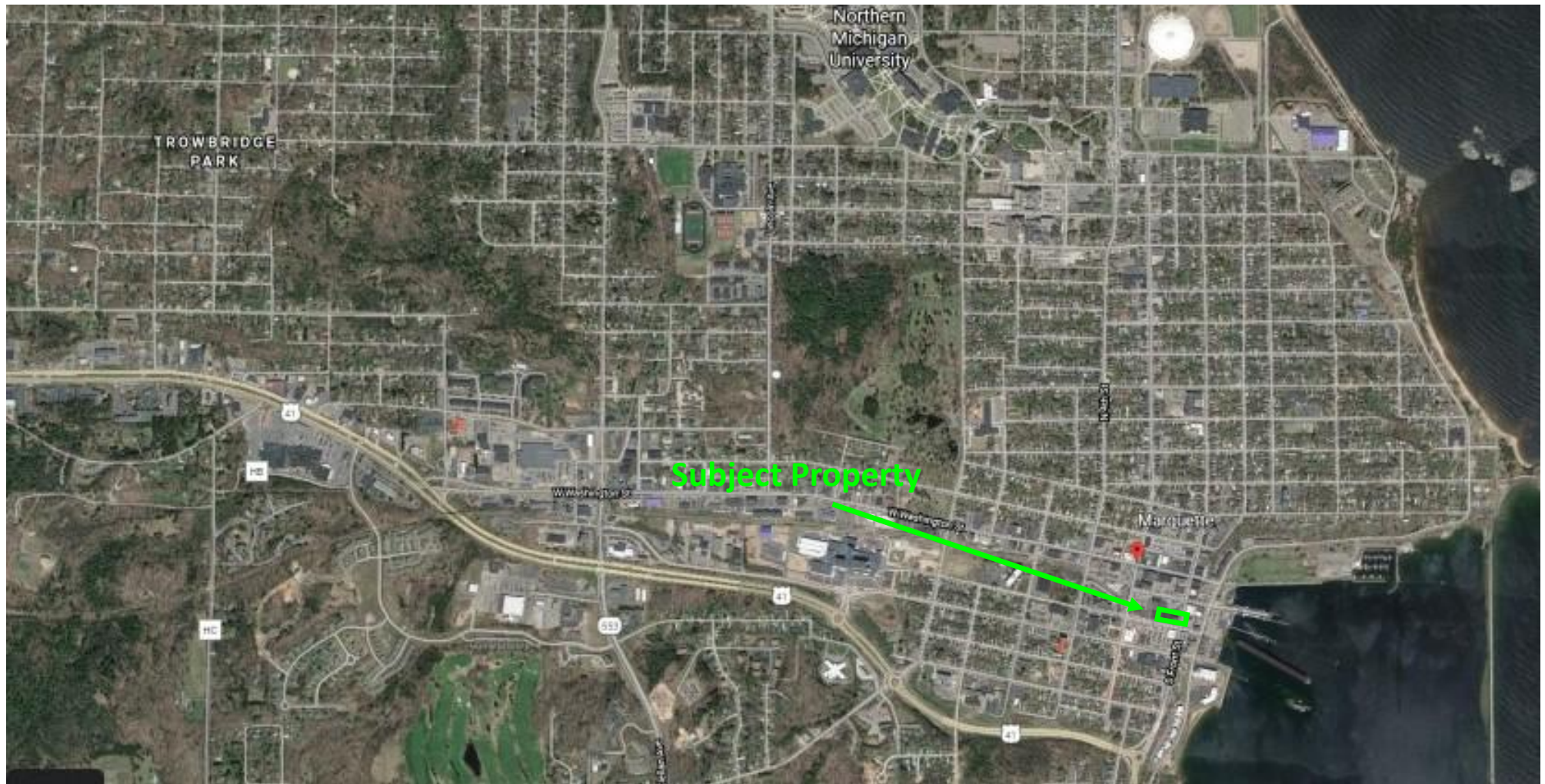
Table 3. Impact on Tax Jurisdictions

ATTACHMENTS

Attachment A – Brownfield Plan Resolutions

**Attachment B – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette
Downtown Development Authority**

**Attachment C – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Local
Development Finance Authority**



Brownfield Plan Ore Dock Brewing Expansion

**Figure 1: Eligible Property
Location**



**Marquette Brownfield Redevelopment Authority
Marquette, Michigan**

Date: January 2022



Brownfield Plan Ore Dock Brewing Expansion



**Marquette Brownfield Redevelopment Authority
Marquette, Michigan**

Figure 2.1: Eligible Property Boundaries

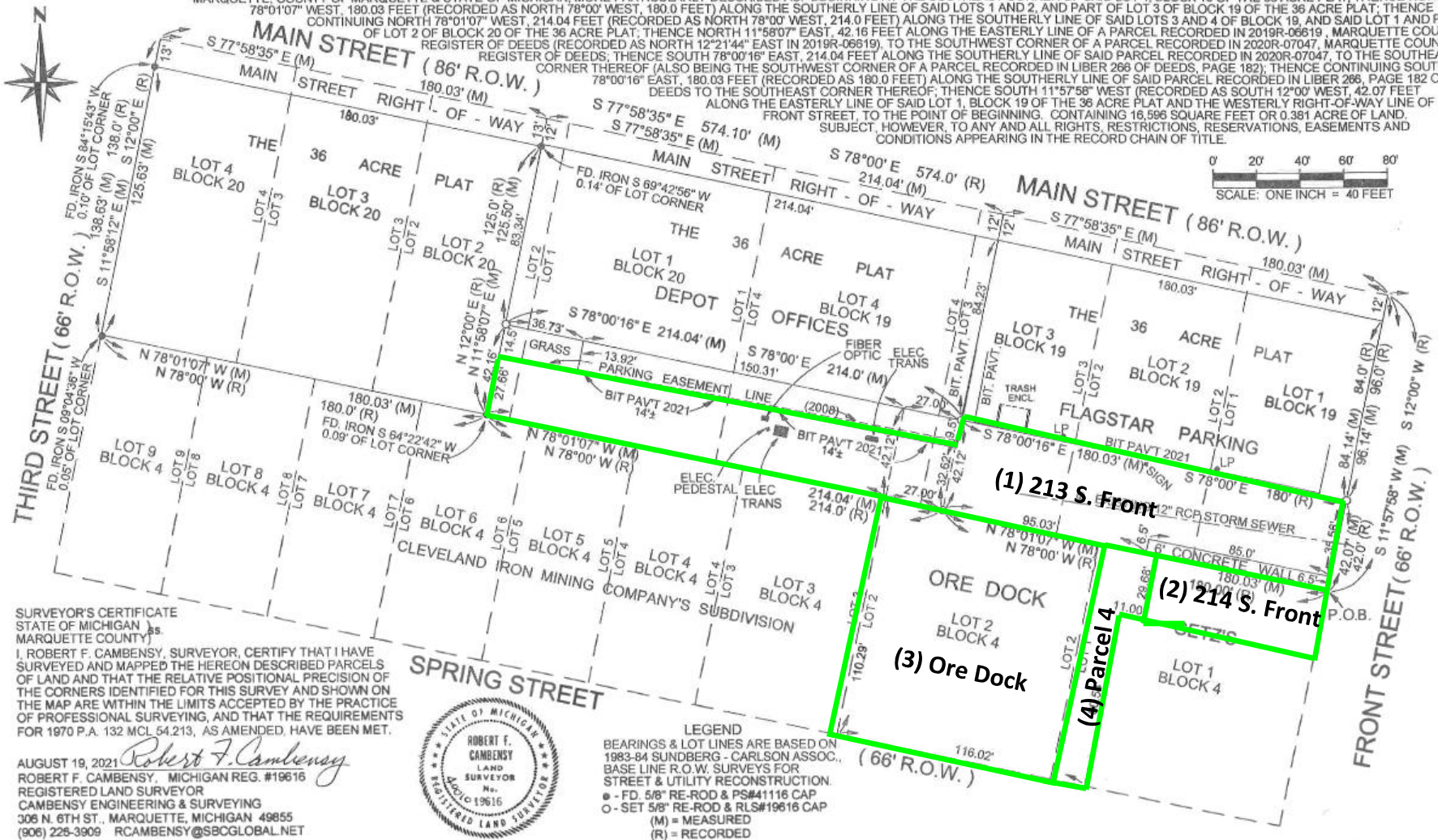
Source: Google Earth

Date: January 2022

CERTIFIED SURVEY

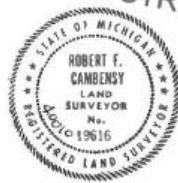
CERTIFIED TO: THE CITY OF MARQUETTE, A MICHIGAN MUNICIPAL CORPORATION, 300 W. BARAGA AVE., MARQUETTE, MICHIGAN 49855
ORE DOCK REAL ESTATE, 114 W. SPRING ST., MARQUETTE, MICHIGAN 49855

LEGAL DESCRIPTION: THAT PART OF THE ABANDONED 42-FOOT WIDE RAILROAD RIGHT-OF-WAY ACROSS PART OF LOTS 1, 2, 3, AND 4 OF BLOCK 19 AND PART OF LOTS 3 AND 4 OF BLOCK 20 OF THE 36 ACRE PLAT IN THE CITY OF MARQUETTE, COUNTY OF MARQUETTE & STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAT; THENCE NORTH 78°01'07" WEST, 180.03 FEET (RECORDED AS NORTH 78°00' WEST, 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, AND PART OF LOT 3 OF BLOCK 19 OF THE 36 ACRE PLAT; THENCE CONTINUING NORTH 78°01'07" WEST, 214.04 FEET (RECORDED AS NORTH 78°00' WEST, 214.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4 OF BLOCK 19, AND SAID LOT 1 AND PART OF LOT 2 OF BLOCK 20 OF THE 36 ACRE PLAT; THENCE NORTH 11°58'07" EAST, 42.16 FEET ALONG THE EASTERLY LINE OF A PARCEL RECORDED IN 2019R-06619, MARQUETTE COUNTY REGISTER OF DEEDS (RECORDED AS NORTH 12°21'44" EAST IN 2019R-06619), TO THE SOUTHWEST CORNER OF A PARCEL RECORDED IN 2020R-07047, MARQUETTE COUNTY REGISTER OF DEEDS; THENCE SOUTH 78°00'16" EAST, 214.04 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN 2020R-07047, TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF A PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182); THENCE CONTINUING SOUTH 78°00'16" EAST, 180.03 FEET (RECORDED AS 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN LIBER 266, PAGE 182 OF DEEDS TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 11°57'58" WEST (RECORDED AS SOUTH 12°00' WEST, 42.07 FEET) ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAT AND THE WESTERLY RIGHT-OF-WAY LINE OF FRONT STREET, TO THE POINT OF BEGINNING. CONTAINING 16,586 SQUARE FEET OR 0.381 ACRE OF LAND, SUBJECT, HOWEVER, TO ANY AND ALL RIGHTS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND CONDITIONS APPEARING IN THE RECORD CHAIN OF TITLE.



SURVEYOR'S CERTIFICATE
STATE OF MICHIGAN, ss.
MARQUETTE COUNTY)
I, ROBERT F. CAMBENSY, SURVEYOR, CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREON DESCRIBED PARCELS OF LAND AND THAT THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING, AND THAT THE REQUIREMENTS FOR 1970 P.A. 132 MCL 54.213, AS AMENDED, HAVE BEEN MET.

AUGUST 19, 2021
ROBERT F. CAMBENSY, MICHIGAN REG. #19616
REGISTERED LAND SURVEYOR
CAMBENSY ENGINEERING & SURVEYING
306 N. 6TH ST., MARQUETTE, MICHIGAN 49855
(906) 226-3909 RCAMBENSY@SBCGLOBAL.NET



Brownfield Plan Ore Dock Brewing Expansion

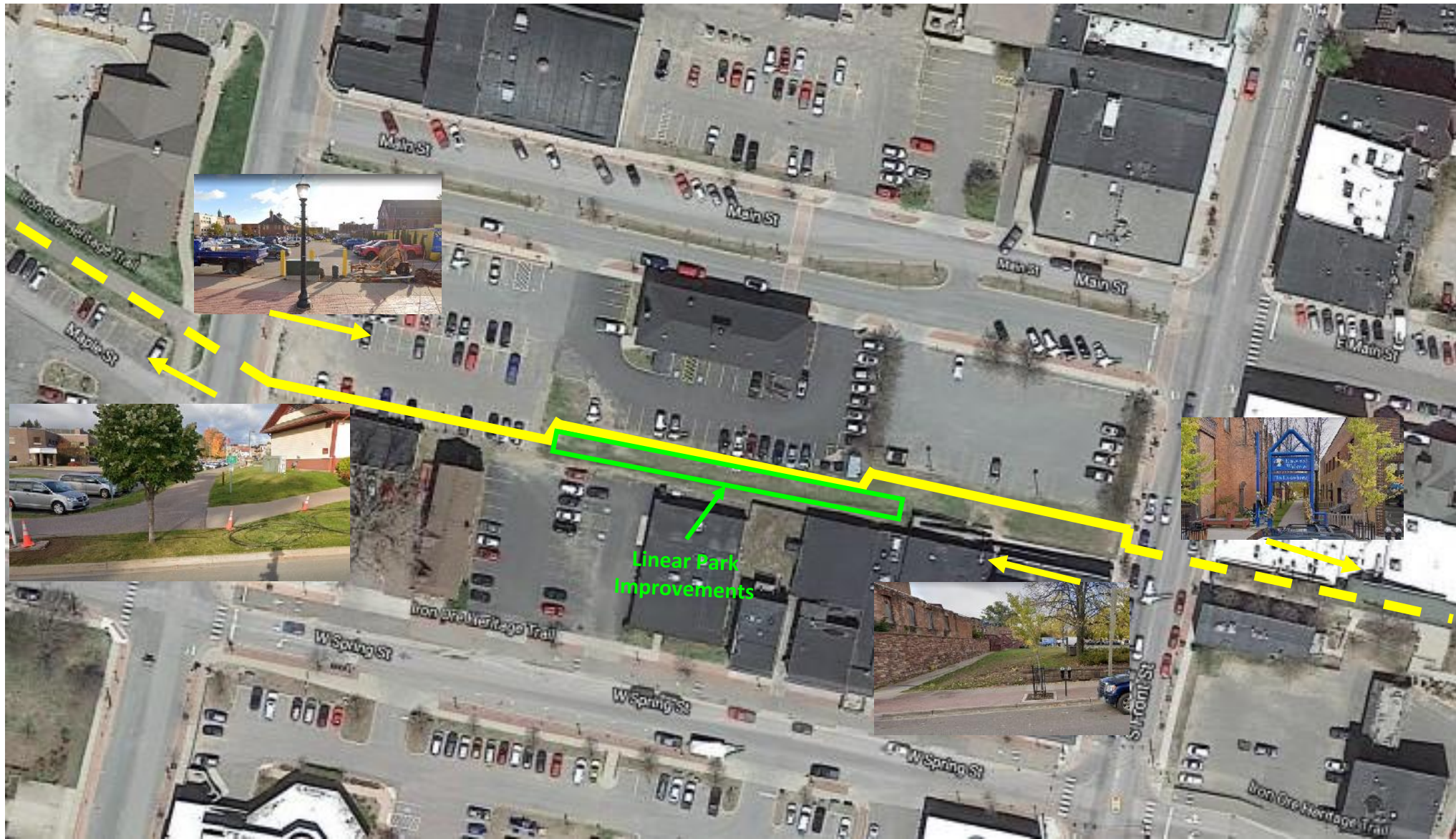


Marquette Brownfield Redevelopment Authority
Marquette, Michigan

Figure 2.2: Property Survey

Source: Cambensy Engineering and Surveying

Date: November 2021



Brownfield Plan Ore Dock Brewing Expansion



Marquette Brownfield Redevelopment Authority
Marquette, Michigan

Figure 3: Potential Rosewood Walkway – Iron Ore Trail Link

Source: Google Earth

Date: January 2022

Table 1.1 EGLE Eligible Activities Costs and Schedule Ore Dock Brewing Company Beer Garden City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	Cost
Department Specific Activities	
<i>BEA Actiivities</i>	
<i>Phase I ESA</i>	\$4,000
<i>Phase II ESA</i>	\$20,000
<i>Baseline Environmental Assessment</i>	\$3,000
<i>Subtotal</i>	\$27,000
<i>Due Care Activities</i>	
<i>Due Care Investigation</i>	\$10,000
<i>Section 7A Compliance Analysis</i>	\$3,000
<i>Due Care Measures</i>	
<i>Soil Removal, Transport and Disposal</i>	\$30,000
<i>Vapor Mitigation</i>	
<i>Subtotal</i>	\$43,000
EGLE Eligible Activities Subtotal	\$70,000
Contingency (15%)	\$10,500
EGLE Eligible Activities Subtotal	\$80,500
Interest (5% for 15 Years)	\$23,750
EGLE Eligible Activities Total Costs	\$104,250
Brownfield Plan/Act 381 Work Plan Preparation	\$3,000
Brownfield Plan/Act 381 Work Plan Implementation	\$5,000
EGLE Eligible Activities Total Costs	\$112,250
MBRA Administrative and Operating Costs	\$4,000

Table 1.2 MSF Eligible Activities Costs and Schedule Ore Dock Brewing Company Beer Garden City of Marquette Brownfield Redevelopment Authority	
MSF Eligible Activities	Cost
Demolition	
<i>Site Demolition</i>	
<i>Building Demolition</i>	\$140,000
<i>Selective Interior Demolition</i>	\$4,000
<i>Engineering/Inspections</i>	\$7,200
<i>Subtotal</i>	\$151,200
Lead, Asbestos, Mold Abatement	
<i>Survey</i>	\$2,500
<i>Monitoring</i>	
<i>Abatement</i>	\$54,000
<i>Subtotal</i>	\$56,500
Site Preparation	
<i>Special Foundations</i>	\$16,500
<i>Geotechnical Engineering</i>	\$3,000
<i>Grading and Land Balancing</i>	\$20,000
<i>Retaining Walls - Site</i>	\$24,000
<i>Retaining Walls - Building</i>	\$12,240
<i>Temporary Facilities, Site Control, Protection</i>	\$9,000
<i>Temporary Sheet Piling Shoring</i>	\$15,000
<i>Soft Costs</i>	\$12,000
<i>Subtotal</i>	\$111,740
Private MSF Eligible Activities Sub-Total	\$319,440
Contingency (15%)	\$47,915
Private MSF Eligible Activities SubTotal	\$367,355
Interest (5% for 10 years)	\$108,385
Brownfield Plan/Act 381 Work Plan Preparation	\$10,000
Private MSF Eligible Activities Total	\$485,740
Public Infrastructure Improvements	
<i>Trail Connection</i>	\$180,000
<i>Engineering</i>	\$15,000
<i>Subtotal</i>	\$195,000
Interest (5% for 10 years)	\$57,550
City MSF Eligible Activities Total	\$252,550
Brownfield Plan/Act 381 Work Plan Implementation	\$20,000
City MSF Eligible Activities Total	\$272,550
MSF Eligible Activities Total Costs	\$758,290
MBRA Administrative and Operating Costs	\$16,000

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Ore Dock Brewing Company Beer Garden
Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate:		1.50%																	
Plan Year		2022	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Revenue Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037		
*Base Taxable Value		\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916		
Annual Value Additions		\$ 1,500,000	\$ 1,500,000	\$ 1,522,500	\$ 1,545,338	\$ 1,568,518	\$ 1,592,045	\$ 1,615,926	\$ 1,640,165	\$ 1,664,767	\$ 1,689,739	\$ 1,715,085	\$ 1,740,811	\$ 1,766,923	\$ 1,793,427	\$ 1,820,329	\$ 1,847,634		
Cumulative Value Additions		\$ 1,500,000	\$ 1,500,000	\$ 1,522,500	\$ 1,545,338	\$ 1,568,518	\$ 1,592,045	\$ 1,615,926	\$ 1,640,165	\$ 1,664,767	\$ 1,689,739	\$ 1,715,085	\$ 1,740,811	\$ 1,766,923	\$ 1,793,427	\$ 1,820,329	\$ 1,847,634		
Estimated New TV		\$ 492,916	\$ 1,242,916	\$ 1,254,166	\$ 1,265,585	\$ 1,277,175	\$ 1,288,939	\$ 1,300,879	\$ 1,312,998	\$ 1,325,300	\$ 1,337,785	\$ 1,350,458	\$ 1,363,322	\$ 1,376,378	\$ 1,389,630	\$ 1,403,080	\$ 1,416,733		
Incremental Difference (New TV - Base TV)		\$ 750,000	\$ 750,000	\$ 761,250	\$ 772,669	\$ 784,259	\$ 796,023	\$ 807,963	\$ 820,082	\$ 832,384	\$ 844,869	\$ 857,542	\$ 870,406	\$ 883,462	\$ 896,714	\$ 910,164	\$ 923,817		
Total School Revenue																			
Millage Rate		45.65%	24.0000	\$ 11,830	\$ 29,830	\$ 30,100	\$ 30,374	\$ 30,652	\$ 30,935	\$ 31,221	\$ 31,512	\$ 31,807	\$ 32,107	\$ 32,411	\$ 32,720	\$ 33,033	\$ 33,351	\$ 33,674	\$ 34,002
Total Local Revenue																			
Millage Rate		54.35%	28.5726	\$ 14,084	\$ 35,513	\$ 35,835	\$ 36,161	\$ 36,492	\$ 36,828	\$ 37,169	\$ 37,516	\$ 37,867	\$ 38,224	\$ 38,586	\$ 38,954	\$ 39,327	\$ 39,705	\$ 40,090	\$ 40,480
Total Revenue																			
Millage Rate		52.5726	\$ 25,914	\$ 65,343	\$ 65,935	\$ 66,535	\$ 67,144	\$ 67,763	\$ 68,391	\$ 69,028	\$ 69,674	\$ 70,331	\$ 70,997	\$ 71,673	\$ 72,360	\$ 73,056	\$ 73,764	\$ 74,481	
State Revenue																			
Millage Rate		46.50%																	
State Education Tax (SET)		6.0000	\$ -	\$ 4,500	\$ 4,568	\$ 4,636	\$ 4,706	\$ 4,776	\$ 4,848	\$ 4,920	\$ 4,994	\$ 5,069	\$ 5,145	\$ 5,222	\$ 5,301	\$ 5,380	\$ 5,461	\$ 5,543	
School Operating Tax		18.0000	\$ -	\$ 13,500	\$ 13,703	\$ 13,908	\$ 14,117	\$ 14,328	\$ 14,543	\$ 14,761	\$ 14,983	\$ 15,208	\$ 15,436	\$ 15,667	\$ 15,902	\$ 16,141	\$ 16,383	\$ 16,629	
School Total		24.0000	\$ -	\$ 18,000	\$ 18,270	\$ 18,544	\$ 18,822	\$ 19,105	\$ 19,391	\$ 19,682	\$ 19,977	\$ 20,277	\$ 20,581	\$ 20,890	\$ 21,203	\$ 21,521	\$ 21,844	\$ 22,172	
Local Revenue																			
Millage Rate		53.50%																	
City Operating		14.9225	\$ -	\$ 11,192	\$ 11,360	\$ 11,530	\$ 11,703	\$ 11,879	\$ 12,057	\$ 12,238	\$ 12,421	\$ 12,608	\$ 12,797	\$ 12,989	\$ 13,183	\$ 13,381	\$ 13,582	\$ 13,786	
Senior		0.3496	\$ -	\$ 262	\$ 266	\$ 270	\$ 274	\$ 278	\$ 282	\$ 287	\$ 291	\$ 295	\$ 300	\$ 304	\$ 309	\$ 313	\$ 318	\$ 323	
County Allocated		5.2938	\$ -	\$ 3,970	\$ 4,030	\$ 4,090	\$ 4,152	\$ 4,214	\$ 4,277	\$ 4,341	\$ 4,406	\$ 4,473	\$ 4,540	\$ 4,608	\$ 4,677	\$ 4,747	\$ 4,818	\$ 4,891	
Transit		0.6000	\$ -	\$ 450	\$ 457	\$ 464	\$ 471	\$ 478	\$ 485	\$ 492	\$ 499	\$ 507	\$ 515	\$ 522	\$ 530	\$ 538	\$ 546	\$ 554	
Aging		0.4474	\$ -	\$ 336	\$ 341	\$ 346	\$ 351	\$ 356	\$ 361	\$ 367	\$ 372	\$ 378	\$ 384	\$ 389	\$ 395	\$ 401	\$ 407	\$ 413	
MOE		0.5500																	

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Ore Dock Brewing Beer Garden
City of Marquette Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	46.50%	\$ 404,776	\$ 70,906	\$ 52,193		\$ 527,875
Local	53.50%	\$ 465,764		\$ 166,955	\$ 20,000	\$ 652,719
TOTAL	100.0%	\$ 870,540	\$ 70,906	\$ 219,148		\$ 1,180,594
EGLE		\$ 112,250				
MSF		\$ 758,290				
TOTAL		\$ 870,540				

Estimated Total Years of Capture:	
Local Eligible Activities	21
State Eligible Activities	22
LBRF	26

Estimated Capture	\$ 870,540
Administrative Fees	\$ 20,000
State Revolving Fund	\$ 70,906
LBRF	\$ 219,148
TOTAL	\$ 1,180,594

Estimated Taxable Value (TV) Increase Rate:		1.50%														
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13		
Revenue Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
*Base Taxable Value		\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	
Annual Value Additions		\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Cumulative Value Additions			\$ 1,500,000	\$ 1,522,500	\$ 1,545,338	\$ 1,568,518	\$ 1,592,045	\$ 1,615,926	\$ 1,640,165	\$ 1,664,767	\$ 1,689,739	\$ 1,715,085	\$ 1,740,811	\$ 1,766,923	\$ 1,793,427	
Estimated New TV		\$ 492,916	\$ 1,242,916	\$ 1,254,166	\$ 1,265,585	\$ 1,277,175	\$ 1,288,939	\$ 1,300,879	\$ 1,312,998	\$ 1,325,300	\$ 1,337,785	\$ 1,350,458	\$ 1,363,322	\$ 1,376,378	\$ 1,389,630	
Incremental Difference (New TV - Base TV)			\$ 750,000	\$ 761,250	\$ 772,669	\$ 784,259	\$ 796,023	\$ 807,963	\$ 820,082	\$ 832,384	\$ 844,869	\$ 857,542	\$ 870,406	\$ 883,462	\$ 896,714	
Total School Revenue	Millage Rate															
	45.65%	24.0000														
Total Local Revenue	Millage Rate															
	54.35%	28.5726														
Total Revenue	Millage Rate															
	52.5726															
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	
Revenue Year	notes	Capture Rate	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total State Incremental Revenue		46.50%	\$ -	\$ 18,000	\$ 18,270	\$ 18,544	\$ 18,822	\$ 19,105	\$ 19,391	\$ 19,682	\$ 19,977	\$ 20,277	\$ 20,581	\$ 20,890	\$ 21,203	\$ 21,521
State Brownfield Revolving Fund (50% of SET)			\$ -	\$ 2,250	\$ 2,284	\$ 2,318	\$ 2,353	\$ 2,388	\$ 2,424	\$ 2,460	\$ 2,497	\$ 2,535	\$ 2,573	\$ 2,611	\$ 2,650	\$ 2,690
State TIR Available for Reimbursement			\$ -	\$ 15,750	\$ 15,986	\$ 16,226	\$ 16,469	\$ 16,716	\$ 16,967	\$ 17,222	\$ 17,480	\$ 17,742	\$ 18,008	\$ 18,279	\$ 18,553	\$ 18,831
Total Local Incremental Revenue		53.50%	\$ -	\$ 20,712	\$ 21,023	\$ 21,338	\$ 21,658	\$ 21,983	\$ 22,313	\$ 22,647	\$ 22,987	\$ 23,332	\$ 23,682	\$ 24,037	\$ 24,398	\$ 24,764
BRA Administrative Fee	5%	\$ 20,000	\$ -	\$ 1,036	\$ 1,051	\$ 1,067	\$ 1,083	\$ 1,099	\$ 1,116	\$ 1,132	\$ 1,149	\$ 1,167	\$ 1,184	\$ 1,202	\$ 1,220	\$ 1,238
Local TIR Available for Reimbursement			\$ -	\$ 19,676	\$ 19,972	\$ 20,271	\$ 20,575	\$ 20,884	\$ 21,197	\$ 21,515	\$ 21,838	\$ 22,165	\$ 22,498	\$ 22,835	\$ 23,178	\$ 23,526
Total State & Local TIR Available for Reimbursement			\$ -	\$ -	\$ 35,426	\$ 35,958	\$ 36,497	\$ 37,045	\$ 37,600	\$ 38,164	\$ 38,737	\$ 39,318	\$ 39,908	\$ 40,506	\$ 41,114	\$ 42,357
DEVELOPER	Beginning Balance	% Allocation		68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%
Developer Reimbursement			\$592,990	\$ 24,132	\$ 24,494	\$ 24,861	\$ 25,234	\$ 25,612	\$ 25,997	\$ 26,387	\$ 26,782	\$ 27,184	\$ 27,592	\$ 28,006	\$ 28,426	\$ 28,852
Developer Reimbursement Balance			\$592,990	\$ 592,990	\$ 568,858	\$ 544,365	\$ 519,504	\$ 494,270	\$ 468,657	\$ 442,661	\$ 416,274	\$ 389,492	\$ 362,308	\$ 334,716	\$ 306,710	\$ 278,284
CITY	Beginning Balance	% Allocation		32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%
City Reimbursement			\$277,550	\$ 11,295	\$ 11,464	\$ 11,636	\$ 11,811	\$ 11,988	\$ 12,168	\$ 12,350	\$ 12,536	\$ 12,724	\$ 12,914	\$ 13,108	\$ 13,305	\$ 13,504
City Reimbursement Balance			\$277,550	\$ 266,255	\$ 254,791	\$ 243,155	\$ 231,344	\$ 219,356	\$ 207,188	\$ 194,838	\$ 182,302	\$ 169,579	\$ 156,664	\$ 143,556	\$ 130,251	\$ 116,747
MSF Non-Environmental Costs			\$ 758,290	\$ -	\$ 30,858	\$ 31,321	\$ 31,791	\$ 32,268	\$ 32,752	\$ 33,243	\$ 33,742	\$ 34,248	\$ 34,762	\$ 35,283	\$ 35,813	\$ 36,350
State Tax Reimbursement	87.11%		\$ 352,583	\$ -	\$ 13,719	\$ 13,925	\$ 14,134	\$ 14,346	\$ 14,561	\$ 14,779	\$ 15,001	\$ 15,226	\$ 15,455	\$ 15,686	\$ 15,922	\$ 16,160
Local Tax Reimbursement	87.11%		\$ 405,707	\$ -	\$ 17,139	\$ 17,396	\$ 17,657	\$ 17,922	\$ 18,191	\$ 18,464	\$ 18,741	\$ 19,022	\$ 19,307	\$ 19,597	\$ 19,891	\$ 20,189
Total MSF Reimbursement Balance			\$ 758,290	\$ 727,432	\$ 696,110	\$ 664,319	\$ 632,051	\$ 599,299	\$ 566,056	\$ 532,314	\$ 498,065	\$ 463,304	\$ 428,020	\$ 392,208	\$ 355,858	\$ 318,963
State MSF Balance to Be Reimbursed			\$ 352,583	\$ 338,864	\$ 324,939	\$ 310,805	\$ 296,459	\$ 281,898	\$ 267,119	\$ 252,118	\$ 236,892	\$ 221,437	\$ 205,751	\$ 189,829	\$ 173,669	\$ 157,266
Local MSF Balance to Be Reimbursed			\$ 405,707	\$ 388,568	\$ 371,171	\$ 353,514	\$ 335,592	\$ 317,401	\$ 298,937	\$ 280,196	\$ 261,174	\$ 241,866	\$ 222,270	\$ 202,379	\$ 182,189	\$ 161,697
EGLE Environmental Costs			\$ 112,250	\$ -	\$ 4,568	\$ 4,637	\$ 4,706	\$ 4,777	\$ 4,848	\$ 4,921	\$ 4,995	\$ 5,070	\$ 5,146	\$ 5,223	\$ 5,301	\$ 5,381
State Tax Reimbursement	12.89%		\$ 52,193	\$ -	\$ 2,031	\$ 2,061	\$ 2,092	\$ 2,124	\$ 2,155	\$ 2,188	\$ 2,221	\$ 2,254	\$ 2,288	\$ 2,322	\$ 2,357	\$ 2,392
Local Tax Reimbursement	12.89%		\$ 60,057	\$ -	\$ 2,537	\$ 2,575	\$ 2,614	\$ 2,653	\$ 2,693	\$ 2,733	\$ 2,774	\$ 2,816	\$ 2,858	\$ 2,901	\$ 2,944	\$ 2,989
Total MDEQ Reimbursement Balance			\$ 112,250	\$ 107,682	\$ 103,045	\$ 98,339	\$ 93,563	\$ 88,714	\$ 83,793	\$ 78,799	\$ 73,729	\$ 68,583	\$ 63,360	\$ 58,059	\$ 52,678	\$ 47,216
State MDEQ Balance to Be Reimbursed			\$ 52,193	\$ 50,162	\$ 48,101	\$ 46,009	\$ 43,885	\$ 41,730	\$ 39,542	\$ 37,321	\$ 35,067	\$ 32,779	\$ 30,457	\$ 28,100	\$ 25,708	\$ 23,280
Local MDEQ Balance to Be Reimbursed			\$ 60,057	\$ 57,520	\$ 54,945	\$ 52,331	\$ 49,678	\$ 46,985	\$ 44,252	\$ 41,478	\$ 38,662	\$ 35,804	\$ 32,903	\$ 29,958	\$ 26,970	\$ 23,936
Total Annual Eligible Activity Reimbursement			\$ -	\$ 35,426	\$ 35,958	\$ 36,497	\$ 37,045	\$ 37,600	\$ 38,164	\$ 38,737	\$ 39,318	\$ 39,908	\$ 40,506	\$ 41,114	\$ 41,731	\$ 42,357
Local Only Costs	5%															
Local Tax Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Brownfield Revolving Fund																
State Tax Capture	\$ 52,193		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ 166,955		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ 219,148		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Fund			\$ -	\$ 2,250	\$ 2,284	\$ 2,318	\$ 2,353	\$ 2,388	\$ 2,424	\$ 2,460	\$ 2,497	\$ 2,535	\$ 2,573	\$ 2,611	\$ 2,650	\$ 2,690
Total Annual Brownfield Capture Reimbursement			\$ -	\$ 38,712	\$ 39,293	\$ 39,882	\$ 40,480	\$ 41,088	\$ 41,704	\$ 42,329	\$ 42,964	\$ 43,609	\$ 44,263	\$ 44,927	\$ 45,601	\$ 46,285

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Ore Dock Brewing Beer Garden
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Val.										Local Eligible Activity Capture Ends	Local Eligible Activity Capture Ends	LBRF Capture Ends							
										21	22	23	24	25	26	27	28	29	30
										2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
14	15	16	17	18	19	20	20	21	21	22	23	24	25	26	27	28	29	30	
2036	2037	2038	2039	2040	2041	2042	2042	2043	2044	2044	2045	2046	2047	2048	2049	2050	2051	2052	
* \$	492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	\$ 492,916	
Annu																			
Cumulat	\$ 1,820,329	\$ 1,847,634	\$ 1,875,348	\$ 1,903,478	\$ 1,932,030	\$ 1,961,011	\$ 1,990,426	\$ 2,020,283	\$ 2,050,587	\$ 2,050,587	\$ 2,081,346	\$ 2,112,566	\$ 2,144,254	\$ 2,176,418	\$ 2,209,064	\$ 2,242,200	\$ 2,275,833	\$ 2,309,971	
	\$ 1,403,080	\$ 1,416,733	\$ 1,430,590	\$ 1,444,655	\$ 1,458,931	\$ 1,473,421	\$ 1,488,129	\$ 1,503,057	\$ 1,518,209	\$ 1,518,209	\$ 1,533,589	\$ 1,549,199	\$ 1,565,043	\$ 1,581,125	\$ 1,597,448	\$ 1,614,016	\$ 1,630,833	\$ 1,647,901	
Incremental Difference	\$ 910,164	\$ 923,817	\$ 937,674	\$ 951,739	\$ 966,015	\$ 980,505	\$ 995,213	\$ 1,010,141	\$ 1,025,293	\$ 1,025,293	\$ 1,040,673	\$ 1,056,283	\$ 1,072,127	\$ 1,088,209	\$ 1,104,532	\$ 1,121,100	\$ 1,137,917	\$ 1,154,985	
Total School Revenue																			
	\$ 33,674	\$ 34,002	\$ 34,334	\$ 34,672	\$ 35,014	\$ 35,362	\$ 35,715	\$ 36,073	\$ 36,437	\$ 36,437	\$ 36,806	\$ 37,181	\$ 37,561	\$ 37,947	\$ 38,339	\$ 38,736	\$ 39,140	\$ 39,550	
Total Local Revenue																			
	\$ 40,090	\$ 40,480	\$ 40,876	\$ 41,278	\$ 41,685	\$ 42,099	\$ 42,520	\$ 42,946	\$ 43,379	\$ 43,379	\$ 43,819	\$ 44,265	\$ 44,717	\$ 45,177	\$ 45,643	\$ 46,117	\$ 46,597	\$ 47,085	
Total Revenue																			
	\$ 73,764	\$ 74,481	\$ 75,210	\$ 75,949	\$ 76,700	\$ 77,462	\$ 78,235	\$ 79,020	\$ 79,816	\$ 79,816	\$ 80,625	\$ 81,445	\$ 82,278	\$ 83,124	\$ 83,982	\$ 84,853	\$ 85,737	\$ 86,634	
Plan Year	14	15	16	17	18	19	20	21	22	22	23	24	25	26	27	28	29	30	
Revenue Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2044	2045	2046	2047	2048	2049	2050	2051	2052	
Total State Incremental Revenue	\$ 21,844	\$ 22,172	\$ 22,504	\$ 22,842	\$ 23,184	\$ 23,532	\$ 23,885	\$ 24,243	\$ 24,607	\$ 24,607	\$ 24,976	\$ 25,351	\$ 25,731	\$ 26,117	\$ -	\$ -	\$ -	\$ -	
State Brownfield Revolving Fund (50% of SET)	\$ 2,730	\$ 2,771	\$ 2,813	\$ 2,855	\$ 2,898	\$ 2,942	\$ 2,986	\$ 3,030	\$ 3,076	\$ 3,076	\$ 3,122	\$ 3,169	\$ 3,216	\$ 3,265	\$ -	\$ -	\$ -	\$ -	
State TIR Available for Reimbursement	\$ 19,113	\$ 19,400	\$ 19,691	\$ 19,987	\$ 20,286	\$ 20,591	\$ 20,899	\$ 21,213	\$ 21,531	\$ 21,531	\$ 21,854	\$ 22,182	\$ 22,515	\$ 22,852	\$ -	\$ -	\$ -	\$ -	
Total Local Incremental Revenue	\$ 25,135	\$ 25,512	\$ 25,895	\$ 26,283	\$ 26,678	\$ 27,078	\$ 27,484	\$ 27,896	\$ 28,315	\$ 28,315	\$ 28,739	\$ 29,170	\$ 29,608	\$ 30,052	\$ -	\$ -	\$ -	\$ -	
BRA Administrative Fee	\$ 1,257	\$ 1,276	\$ 1,295	\$ 1,314	\$ 115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local TIR Available for Reimbursement	\$ 23,878	\$ 24,237	\$ 24,600	\$ 24,969	\$ 26,563	\$ 27,078	\$ 27,484	\$ 27,896	\$ 28,315	\$ 28,315	\$ 28,739	\$ 29,170	\$ 29,608	\$ 30,052	\$ -	\$ -	\$ -	\$ -	
Total State & Local TIR Available for Reimbursement	\$ 42,992	\$ 43,637	\$ 44,291	\$ 44,956	\$ 46,849	\$ 47,668	\$ 48,383	\$ 49,109	\$ 49,846	\$ 49,846	\$ 50,593	\$ 51,352	\$ 52,123	\$ 52,904	\$ -	\$ -	\$ -	\$ -	
DEVELOPER																			
	68%	68%	68%	68%	68%	68%	68%	66%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Developer Reimbursement	\$ 29,285	\$ 29,724	\$ 30,170	\$ 30,623	\$ 31,912	\$ 32,470	\$ 32,958	\$ 32,289	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Developer Reimbursement Balance	\$ 220,147	\$ 190,423	\$ 160,253	\$ 129,630	\$ 97,718	\$ 65,247	\$ 32,290	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
CITY																			
	32%	32%	32%	32%	32%	32%	32%	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
City Reimbursement	\$ 13,707	\$ 13,912	\$ 14,121	\$ 14,333	\$ 14,937	\$ 15,198	\$ 15,426	\$ 15,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
City Reimbursement Balance	\$ 103,040	\$ 89,128	\$ 75,007	\$ 60,674	\$ 45,737	\$ 30,539	\$ 15,113	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
MSF Non-Environmental Costs	\$ 37,448	\$ 38,010	\$ 38,580	\$ 39,159	\$ 40,808	\$ 41,522	\$ 42,145	\$ 24,423	\$ 16,868	\$ 16,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement	\$ 16,649	\$ 16,899	\$ 17,152	\$ 17,409	\$ 17,671	\$ 17,936	\$ 18,205	\$ 18,478	\$ 16,868	\$ 16,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ 20,799	\$ 21,111	\$ 21,428	\$ 21,750	\$ 23,138	\$ 23,586	\$ 23,940	\$ 5,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total MSF Reimbursement Balance	\$ 281,515	\$ 243,505	\$ 204,924	\$ 165,765	\$ 124,957	\$ 83,435	\$ 41,291	\$ 16,868	\$ (1)	\$ (1)	\$ (1)	\$ (1)	\$ (1)	\$ (1)	\$ (1)	\$ (1)	\$ (1)	\$ (1)	
State MSF Balance to Be Reimbursed	\$ 140,617	\$ 123,718	\$ 106,566	\$ 89,157	\$ 71,486	\$ 53,551	\$ 35,346	\$ 16,868	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
Local MSF Balance to Be Reimbursed	\$ 140,898	\$ 119,786	\$ 98,358	\$ 76,609	\$ 53,471	\$ 29,885	\$ 5,945	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
EGLE Environmental Costs																			
	\$ 5,544	\$ 5,627	\$ 5,711	\$ 5,797	\$ 6,041	\$ 6,146	\$ 6,239	\$ 3,615	\$ 2,497	\$ 2,497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement	\$ 2,465	\$ 2,502	\$ 2,539	\$ 2,577	\$ 2,616	\$ 2,655	\$ 2,695	\$ 2,735	\$ 2,497	\$ 2,497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ 3,079	\$ 3,125	\$ 3,172	\$ 3,220	\$ 3,425	\$ 3,491	\$ 3,544	\$ 880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total MDEQ Reimbursement Balance	\$ 41,673	\$ 36,046	\$ 30,335	\$ 24,538	\$ 18,497	\$ 12,351	\$ 6,112	\$ 2,497	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
State MDEQ Balance to Be Reimbursed	\$ 20,816	\$ 18,314	\$ 15,775	\$ 13,198	\$ 10,582	\$ 7,927	\$ 5,232	\$ 2,497	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
Local MDEQ Balance to Be Reimbursed	\$ 20,857	\$ 17,732	\$ 14,560	\$ 11,340	\$ 7,915	\$ 4,424	\$ 880	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
Total Annual Eligible Activity Reimbursement	\$ 42,992	\$ 43,637	\$ 44,291	\$ 44,956	\$ 46,849	\$ 47,668	\$ 48,383	\$ 28,038	\$ 19,366	\$ 19,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Only Costs																			
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Brownfield Revolving Fund																			
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,165	\$ 2,165	\$ 21,854	\$ 22,182	\$ 5,992		\$ -	\$ -	\$ -	\$ -	
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,315	\$ 28,315	\$ 28,739	\$ 29,170	\$ 29,608	\$ 30,052	\$ -	\$ -	\$ -	\$ -	
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,071	\$ 30,480	\$ 50,593	\$ 51,352	\$ 35,600	\$ 30,052	\$ -	\$ -	\$ -	\$ -	
State Brownfield Fund	\$ 2,730	\$ 2,771	\$ 2,813	\$ 2,855	\$ 2,898	\$ 2,942	\$ 2,986	\$ 3,030	\$ 3,076	\$ 3,076	\$ 3,122	\$ 3,169	\$ 3,216	\$ 3,265	\$ -	\$ -	\$ -	\$ -	
Total Annual Brownfield Capture Reimbursement	\$ 46,979	\$ 47,684	\$ 48,399	\$ 49,125	\$ 49,862	\$ 50,610	\$ 51,369	\$ 52,140	\$ 52,921	\$ 52,921	\$ 53,715	\$ 54,521	\$ 38,816	\$ 33,317	\$ -	\$ -	\$ -	\$ -	

TABLE 3 IMPACT ON TAXING JURISDICTIONS					
BROWNFIELD PLAN - THIRTY YEAR DURATION					
ORE DOCK BEER GARDEN					
CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY					
	Millages	Captured Millage	Percent Allocation	Total Capture \$1,180,594	Total Revenues \$1,103,880
City of Marquette*		15.2721	55.30%	\$360,963	\$318,647
Allocated	14.9225				
Senior	0.3496				
Marquette County*		7.6207	27.60%	\$180,119	\$159,003
County Allocated	5.2938				
Transit	0.6000				
Aging	0.4474				
MOE	0.5500				
Dispatch	0.4970				
Rescue	0.1525				
Veterans	0.0800				
Heritage Trail*	0.2000	0.2000	0.72%	\$4,727	\$4,173
Library*	1.3685	1.3685	4.96%	\$32,345	\$28,553
Library Debt**	0.4565				\$12,852
Marquette Area Public Schools		0.9500	3.44%	\$22,454	\$37,974
MAPS Sinking Fund	0.9500				
School Debt*	0.5000				\$14,077
ISD	2.2048	2.2048	7.98%	\$52,111	\$46,002
Local Taxes Total	53.50%	28.5726	27.6161	\$652,719	\$603,129
State Taxes*	46.50%	24.0000		\$456,969	\$500,751
School Operating	18.0000				
State Educ Tax	3.0000				
State Brownfield Fund	3.0000			\$70,906	
Total	52.5726	51.6161		\$1,180,594	\$1,103,880

* DDA and LDFA capture provide for Brownfield Reimbursement through Interlocal Agreements

** Debt Millage not captured as part of Brownfield Plan



RESOLUTION
Brownfield Plan Approval
Ore Dock Beer Garden
210 S. Front Street, 214 S. Front Street
and 114 Spring Street

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on February 14, 2022, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

Whereas The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or historic property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

Whereas the Marquette City Commission (the "Commission") established the City of Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the cleanup and redevelopment of Brownfields within the City of Marquette; and,

Whereas a Brownfield Plan that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield Plan has been prepared and submitted for the redevelopment of the blighted building at 214 S. Front Street and adjacent former City property at 210 S. Front Street, as well as expansion of the Ore Dock building footprint and brewing capacity and the opportunity for a non-motorized trail link for the Greenwood Walkway and Iron Ore Heritage Trail for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan and determined the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of expanding downtown businesses, significantly increasing the value of downtown property, job creation, increased private investment and economic development, and public infrastructure improvements; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan at a regular meeting on January 20, 2022 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan; and

Whereas a public hearing on the Brownfield Plan was held on February 14, 2022, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Brownfield Plan and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan constitutes a public purpose of expanding downtown businesses, significantly increasing the value of downtown property, job creation, increased private investment and economic development, and public infrastructure improvements;
- (b) The Brownfield Plan meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;
- (c) The proposed method of financing the costs of Eligible Activities by Ore Dock Brewing Company for private Eligible Activities and the Authority and the City of Marquette for public infrastructure is feasible, as described in Section 2.4 of the Brownfield Plan;
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for lead and asbestos inspection and if necessary, abatement prior to demolition, demolition, site preparation, and public infrastructure, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan; and
- (e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan and expenses reviewed and approved by the City of Marquette Brownfield Redevelopment Authority; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Marquette City Commission hereby approves the Brownfield Plan for the Ore Dock Beer Garden.

Be it Further Resolved that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

Be it Further Resolved that any prior resolutions, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes: _____

No: _____

Resolution duly adopted

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

Consent Agenda - Roll Call Vote

Access, Utility and Clear Vision Easement - City Owned Property

BACKGROUND:

The City purchased two residences at the northwest corner of the Fisher Street and Seventh Street intersection in 2017 to allow for clear vision safety improvements. These safety improvements were part of transportation infrastructure upgrades related to the construction of the new Marquette Hospital. The two purchased residences were demolished, and the lots were graded to allow for the recommended intersection site distances. In order to ensure safety and prevent possible clear vision obstructions from future development, staff is recommending the execution of the attached easement. The easement also allows for City utility and sidewalk placement.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the Mayor and Clerk to sign the attached easement document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Access, Utility & Clear Vision Easement

ACCESS, UTILITY AND CLEAR VISION EASEMENT

THIS EASEMENT (the “**Easement**”) is made as of _____, 2022 by the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 (the “**City**”) on land solely owned by the City.

RECITALS

A. City is the owner in fee of real property legally described as:

Part of Lot 100 of Baldwin’s Addition, and Lots 1 and 2 of Hiram A. Burt’s Addition, City of Marquette, Marquette County, Michigan, being more particularly described as:

Beginning at the Southeast corner of said Lot 100; thence N12°39'56"E along the westerly Right of Way (R.O.W.) of Seventh Street 96.07 feet to the northeast corner of said Lot 2; thence N77°35'35"W along the northerly line of said Lot 2 a distance of 22.14 feet; thence S19°52'20"W 96.97 feet to the northerly R.O.W. of Fisher Street; thence S77°44'16"E along said northerly R.O.W. a distance of 34.31 feet to the Point of Beginning. (“**Easement Parcel**”)

The above described parcel contains 0.06 acre, more or less, and is shown on the Easement Sketch attached hereto as Exhibit “A”, and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

B. City desires to establish a pedestrian access, utility and clear vision easement on the Easement Parcel which shall benefit the Grantor, public utility providers and the public.

DEDICATION OF EASEMENT

NOW, THEREFORE, the City dedicates an Easement as follows:

1. Non-Exclusive Easement. City does hereby grant for the benefit of the Grantor, public utility providers and the public, a perpetual, non-exclusive easement for purposes of allowing pedestrian access on the paved sidewalks on the Easement Parcel, creating a utility corridor on the Easement Parcel, and establishing an area of clear vision for pedestrians and

vehicular traffic on the adjacent public right of way. The Easement created herein is not exclusive, and City reserves the right to use the Easement Area for its own purposes, provided that such use shall not unreasonably interfere with the purposes of the easement created herein.

2. Interference and Obstruction. Neither Grantor, nor any successor in title, shall construct or place any permanent buildings or structures, fences, earthen berms or embankments, or other improvements in, over, under or across the Easement Parcel. Grantor shall have the right to grant additional easements to third parties in the Easement Parcel for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Parcel, provided that the same does not materially interfere with the rights created under this Agreement.

3. Miscellaneous Provisions:

A. Run with The Land. This Easement, and the rights and responsibilities set forth herein, are intended to and shall run with the land and shall be binding upon City, and its grantees, successors, and assigns.

B. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

C. Governing Law. This Easement shall be governed by the laws of the State of Michigan.

D. Term. The term of the Agreement set forth herein shall continue in perpetuity; however City may, by affidavit, terminate this Easement if circumstances change such that this Easement no longer serves its intended purpose.

E. Recitals. The Recitals set forth above are accurate and are hereby incorporated by reference.

4. This Easement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this ACCESS, UTILITY AND CLEAR VISION EASEMENT, as of the day and year first above written.

CITY OF MARQUETTE

By: _____
Jennifer A. Smith, Mayor

By: _____
Kyle Whitney, City Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on this ____ day of _____, 2022, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk of the City of Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57107)
City Attorney, City of Marquette
300 W. Baraga Ave.
Marquette, Michigan 49855

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

Consent Agenda - Roll Call Vote

Contract and Extension Request - Conditional Rezoning of 1651 S. Front Street

BACKGROUND:

At its April 27, 2020 meeting, the City Commission approved a request for the conditional rezoning of 1651 S. Front Street from "Mixed Use" to "General Commercial with Conditions". Per Section 54.1405(H)(1), a Conditional Rezoning Agreement containing specific conditions and other information must be approved before the rezoning is valid. The applicants have submitted the required agreement as well as a request to extend the two-year period within which development under the conditional rezoning must commence. The request would require relevant development to commence by April 27, 2023.

The Zoning Administrator and City Attorney reviewed the documents submitted by the applicants, and the documents comply with the requirements of the Land Development Code.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Conditional Rezoning Agreement and the Extension Request for the Conditional Rezoning of 1651 S. Front Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Conditional Rezoning Agreement - 1651 S. Front St.
- ▣ Extension Request - Conditional Rezoning Approval_1651 S. Front St.

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement is entered into regarding property located at 1651 S. Front Street in the City of Marquette, Michigan (Property) by Kristi Doyle and Terry Doyle (the Owners of the Property, and the “Applicants”) and the City of Marquette (“City”), the municipality with zoning authority over the Property (the “Parties”). The City Commission approved the conditional rezoning of 1651 S. Front Street from “Mixed Use” to “General Commercial with Conditions” at its April 27, 2020 meeting.

The Parties hereby agree and understand:

1. that the rezoning with conditions was proposed by the Applicants to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, further the Parties agree and acknowledge that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City; and
2. that the Property shall not be developed or used in a manner inconsistent with the conditional rezoning agreement; and
3. that the approval and this Agreement shall be binding upon and inure to the benefit of the property owner, Lessee and City, and their respective heirs, successors, assigns, and transferees; and
4. the rezoning with conditions becomes void on April 27, 2022 (If City Commission approves the extension request then the void date is April 27, 2023), as specified in Section 54.1405(H)(3) of the City of Marquette Land Development Code, and that if an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded; and
5. that, if this rezoning with conditions becomes void in the manner provided in Section 54.1405(H)(3) of the City of Marquette Land Development Code, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established; and

6. that each of the requirements and conditions in this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted; and
7. that the legal description of the property affected by the rezoning with conditions is:

Part of John & William Burt's Addition to the City of Marquette, in Section 26, Township 48 North, Range 25 West, City of Marquette, Marquette County, Michigan, described as follows: Part of Lot 36 of said plat lying Southwesterly of a line drawn diagonally from the Northwest corner of said lot to the Southeast corner of said lot, all of Lot 37 and Lot 38 of said plat, that part of Lot 39 of said plat lying East of the Easterly right of way line of Highway U.S. 41, the South Half of vacated Freestone Alley lying North of said Lots 37, 38, and 39 and East of the said Easterly right of way line of Highway U.S. 41, and vacated Sandstone Street lying South of said Lots 37, 37, 38, and 39 and East of the said Easterly right of way line of Highway U.S. 41.

8. that development regulations affected by the conditions of rezoning, as recommended by the Planning Commission and adopted by the City, are contingent upon the permitted uses in the General Commercial district that have been identified by and agreed to by the Applicants:

Permitted Principal Uses – Accessory Building or Structure, Child Care Center or Day Care Center, Emergency Services, Farmers' Markets, Food Production (Minor), Health Services, Hospice, Indoor Recreation, Medical Hospital Related Accessory Uses, Medical Hospital Related Office, Medical Hospital Related Uses, Office (Medical), Office (Professional), Outdoor Food and Beverage Service, Outdoor Recreation, Public or Governmental Building, Religious Institution, Restaurant (Indoor Service), Retail Business (Indoor), Retail Sales (Outdoor Temporary), Service Establishment, Veterinary Clinic (Domestic Animals Only)

And

Special Land Uses – Accessory Use (Non-Single Family Residential Lots), Hospital, Manufacturing (Light), Marihuana Grower (Class A), Marijuana Grower (Class B), Marijuana Grower (Class C), Marihuana Microbusiness Light Manufacturing, Marijuana Processor (Light

Manufacturing), Marihuana Retailer, Marihuana Safety Compliance Facility, Recreational Use (Public), Vehicle Repair and Service

9. that the City revokes the approved provisions returning the property to its original zoning designation if the Applicant violates the terms of this Agreement in accord with the City of Marquette Land Development Code Effective: January 21, 2021, Article 14: Administrative Procedures Section 54.1405: Zoning Ordinance Amendment Procedures.

IT IS HEREBY AGREED:

OWNERS

February ____, 2022

Kristi Doyle

Terry Doyle

State of Michigan }
 }
County of Marquette }

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kristi Doyle and Terry Doyle.

_____, Notary Public
Marquette County, State of Michigan
My commission expires: _____

CITY OF MARQUETTE

February ____, 2022

Jennifer A. Smith, Mayor

February ____, 2022

Kyle Whitney, City Clerk

State of Michigan }
 }
County of Marquette }

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by Jennifer A. Smith, Mayor, and Kyle Whitney, Clerk, of the City of Marquette.

_____, Notary Public
Marquette County, State of Michigan
My commission expires: _____

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne Larsen, City Attorney

Drafted by:
F. Michelle Halley, Attorney P.C.
375 N. McClellan Avenue
Marquette, MI 49855
(906) 361-0520

F. Michelle Halley, Attorney P.C.
375 N. McClellan Avenue
Marquette, MI 49855
(906) 361-0520

February 7, 2022

Dave Stensaas, Zoning Administrator
City Commission
City of Marquette

Via electronic mail: dstensaas@marquettemi.gov

Dear Commissioners:

I represent Terry and Kristi Doyle regarding their property located at 1651 S. Front Street in Marquette. Their rezoning request for this property was granted in April of 2020. Please accept this request for a one-year extension to commence development in accord with Section 54.1405(H)(3)(a) of the City of Marquette Land Development Code. This section allows the landowner to apply for a one (1) year extension of the two-year period in which bona fide development consistent with the rezoning must begin with a showing of good cause.

Here, the applicant landowners were engaged with a buyer via an option agreement that endured from March of 2020 until December of 2021. The potential buyer did not exercise the option at the end of 2021. The owners reasonably relied on their belief that they would do so, and that redevelopment would accordingly begin within the allowed two years. It did not.

In January of 2022, landowner applicants entered into another agreement to lease the property giving the lessee an option to purchase. The new lessee intends to operate the location in accord with the granted rezoning. Landowners, therefore, need to exercise a one-year extension as allowed by the zoning ordinance in order for the new lessee to get their business operating.

Please contact me if further information is needed.

Yours truly,

/FMH/

F. Michelle Halley

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

Consent Agenda - Roll Call Vote **Marquette Area Public Schools - Locker Room Lease**

BACKGROUND:

Marquette Area Public Schools has requested the City Commission lease space at Lakeview Arena, to provide a separate locker room for a female player. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard lease agreement which provides the terms and conditions of the request. The term is November 1, 2021 through March 19, 2022. The monthly payment will be \$130 for the first four months and \$65 for the final half month for a total amount of \$585 for FY 2022.

This lease is in addition to the existing Marquette Senior High School locker room lease. The first read of this lease was on January 31, 2022.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$585 in revenue for FY 2022.

RECOMMENDATION:

Approve the lease agreement with Marquette Area Public Schools for locker room space at Lakeview Arena, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered effective this 1st day of November, 2021, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and MARQUETTE AREA PUBLIC SCHOOLS ("MAPS") of 1201 West Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit "A" in the Lakeview Arena's Russell Arena in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee the Premises, as shown on Exhibit A within the Russell Arena.
- 1.2 Lessee agrees to develop architectural and engineering plans for renovations to the Premises required to meet the specific needs of Lessee for Lessee's intended uses, if needed. Lessee shall be responsible for constructing all renovations as developed by Lessee, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease shall be from November 1, 2021 until March 19, 2022.

3. Rent

- 3.1 Lessee shall be obligated to pay rent in the total amount of \$585 for the Premises for the entire term of his lease. Rent shall be paid in the amount of \$130/month due in advance on the first of each month, with the final month prorated for a one-half month use.

4. Termination

- 4.1 The Lessor may terminate this lease on 90 days written advance notice to Lessee.

5. Use of Leasehold Premises

- 5.1 Lessee shall use the leasehold premises only as a locker room, and shall not use any portion of Lakeview Arena 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 law or government order or requirement;
- c) cause damage or injury to Lakeview Arena, the Premises or any part of either (ordinary wear and tear excepted);
- d) interfere with normal operations of Lakeview Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Lakeview Arena uses;
- g) alter the appearance of Lakeview Arena's exterior or any portion of the interior or in the Premises without prior written approval of the Lessor;
- h) permit noise or odors to be unreasonably dispelled from the Premises;
- i) place merchandise, materials, supplies, signs, or other thing of any kind on or in any areas of Lakeview Arena except the Premises;
- j) permit refuse to accumulate in or around the Premises; or
- k) obstruct entryways.

6. Use of Common Areas by Lessee

- 6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the ice arenas, spectator areas, concessions, common washrooms, hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the leasehold premises.
- 7.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which lessee has brought to the Premises, or which are peculiar to Lessee's uses of the Premises or Lakeview Arena and the Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and/or on the exterior or interior of Lakeview Arena. All signage approved by Lessor shall be maintained in good condition and repair.

- 7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and contents therein.
- 8.2 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 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.
- 8.4 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 or the common areas of Lakeview Arena by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.
- 8.5 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 or occupancy of the Premises.

9. Damage by Fire or Other Causes

- 9.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

10. Assignment/Subletting

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

11. Use of Premises by Lessor

- 11.1 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. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

12. Covenant of Quiet Enjoyment

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

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

- 13.1 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 for Lessee's account and 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 the term 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.

14. Default by Lessee

- 14. If the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default

by the Lessee by giving the Lessee written notice of the termination.

- 14.2 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.
- 14.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

15 Surrender of Leasehold Upon Termination of Lease

- 15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or termination of the lease, Lessee shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely responsible for repairing any and all damages to the Premises or other areas of Lakeview Arena. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the Premises to useable condition shall be the financial responsibility of the Lessee.
- 15.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same and costs incurred in disposing of same shall be the financial responsibility of Lessee.

16. Miscellaneous

- 16.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 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.
- 16.4 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.
- 16.5 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.

- 16.6 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.
- 16.7 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.
- 16.8 In the event the Arena is required to temporarily close pursuant to any law or government order, Lessee will be prohibited from entering the Arena. In such event, Lessee will be billed, and agrees to pay, for actual usage during such time period.

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

LESSOR
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Date: _____

Kyle Whitney, City Clerk

Date: _____

LESSEE
MAPS

By: _____


Its: Doug Garraw
Varsity Coach

Date: _____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

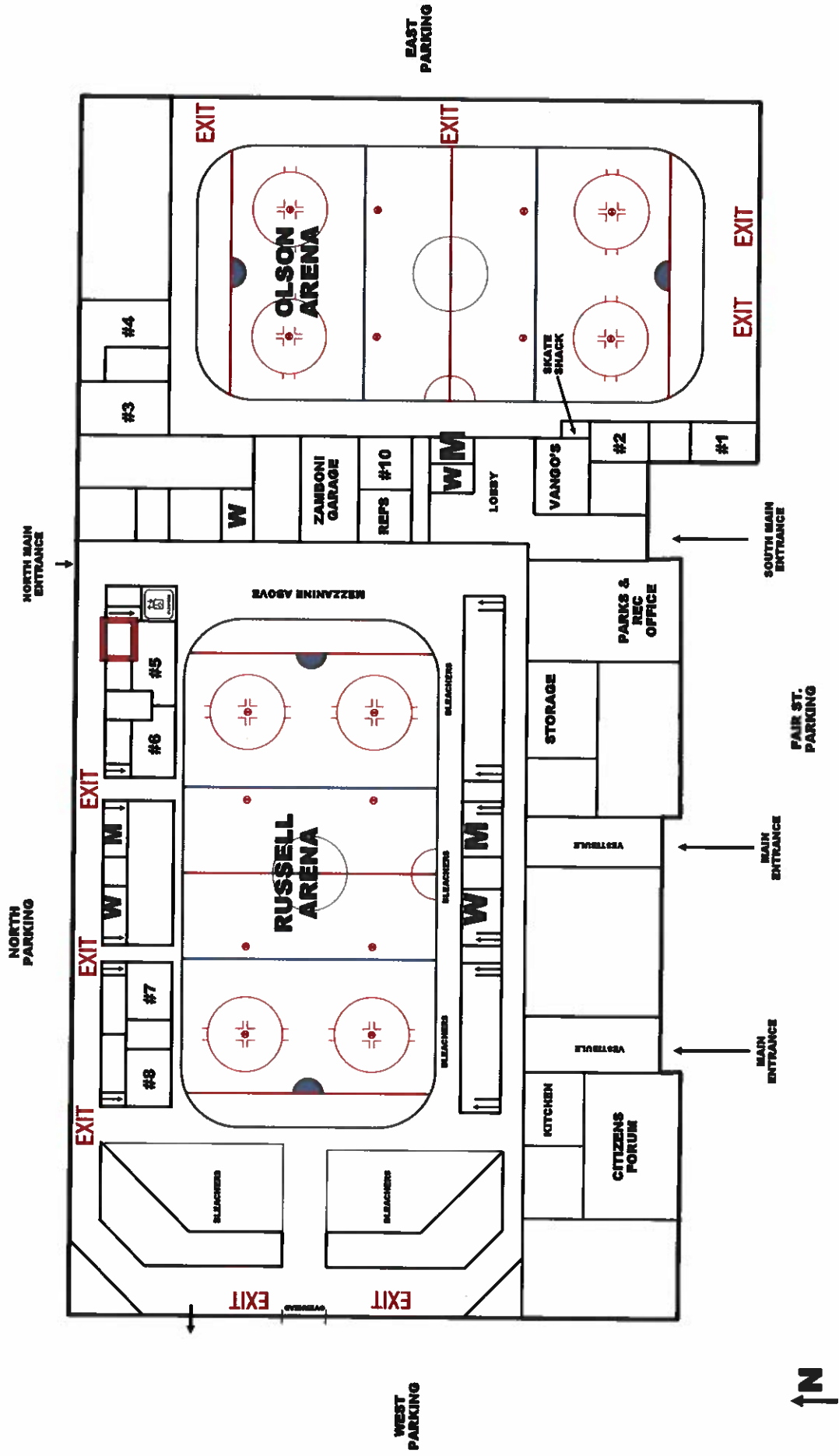
APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A



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	7/1/21	7/1/22	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	7/1/21	7/1/22	BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	EWC009496	7/1/21	7/1/22	WORKERS' COMPENSATION EMPLOYERS' LIABILITY	STATUTORY \$750,000
DESCRIPTION City of Marquette is added as an additional insured for liability, solely as its interest may appear on behalf of the insured school districts' use of facilities for MSHS Ice Contract in the coverage year.						
CERTIFICATE HOLDER City of Marquette Community Services 401 East Fair Avenue 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  Emorie Bond PROPERTY/CASUALTY DEPARTMENT						
						Date January 11, 2022

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

Consent Agenda - Roll Call Vote **Moosewood Nature Center - Lease Agreement**

BACKGROUND:

Moosewood Nature Center has requested the City Commission lease space at 1 Peter White Drive. Staff has worked with the City Attorney and Moosewood Nature Center to draft a standard lease agreement which provides the terms and conditions of the request.

The term of the lease is 10 years and rent is \$1/year. The lease outlines several services Moosewood has agreed to provide the City in lieu of additional monetary rent. These include:

- Two deer censuses performed at Presque Isle Park
- Quarterly reports of hours of operation, staff and board directory, and schedules of programming
- Assist park visitors with information regarding park rules
- Provide grant support as needed
- Provide two educational programs annually for Tourist Park visitors.

Due to the public restroom attached to the facility, the City will pay the first \$75 of electricity and cover water during the months of May through October. Moosewood shall be responsible for all other utilities.

The first read of this lease was on January 31, 2022.

FISCAL EFFECT:

The General fund will realize \$1/year with this agreement.

RECOMMENDATION:

Approve the lease agreement with Moosewood Nature Center for space at 1 Peter White Drive, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021 by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor"), and **Moosewood Nature Center, Inc.**, a Michigan corporation, of 2 Peter White Drive, Marquette, Michigan 49855, hereinafter ("Lessee").

Recitals

- A. Lessor is the owner and operator of Presque Isle Park at 1 Peter White Drive, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the area and building as outlined in red on Exhibit "A" in the area known as the Shiras Pool ("Premises") at Presque Isle Park ("Park") in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee the space shown in Exhibit "A", known as the "Shiras Pool" and located within Presque Isle Park. Lessee shall the space in which the cooler/freezer are located with the owner and/or operator of Ice Cream Store lease.
- 1.2 In the event Lessor desires to lease the remaining portions of "Shiras Pool" that are not included in the Premises as shown on Exhibit "A", Lessee shall be given the first option to lease said portions under the same terms and conditions as set forth in this Lease Agreement.
- 1.3 Lessee agrees to develop architectural and engineering plans for renovations to the Premises required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessee, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease is ten (10) years from the date of the lease.
- 2.2 Lessee may request the term of this lease be extended for an additional ten (10) year period, upon providing a written request to Lessor no later than 12 months prior to the termination of the original lease term. Lessor has sole discretion to approve or deny such request, and if approved, all terms and conditions shall be agreed upon by the parties in writing.

3. Rent

- 3.1 Lessee shall pay rent in the amount of \$1.00 per year to Lessor, due by the 1st day of each calendar year. Rent shall not be prorated for partial years.

In lieu of additional monetary rent, Lessee shall provide the following services:

- a. Perform a Deer Census at Presque Isle Park during the term of the lease.
 - b. Provide the City with a quarterly report of hours of operation, staff & board directory, schedule & details of programming, and other pertinent information to operations and partnering with the City.
 - c. Assist park visitors with information and assist in monitoring violations of ordinances including feeding of wildlife, dogs in the park, or other violations as noted.
 - d. Grant support as needed.
- 3.2 The following utilities shall be paid by the following parties:

City of Marquette: Storm water fees.
First \$50.00 billed each month in electricity expenses.
Water during the months of May, June, July, and August.

Moosewood: Telephone (directly billed to Moosewood).
Internet (directly billed to Moosewood).
Propane (directly billed to Moosewood).
Garbage—Moosewood to pay the residential/small commercial rate.
Water during the months September through April.
All electricity after the first \$75.00 billed each month.

No City of Marquette water source shall be used for irrigation for any portion of the Premises.

Lessee shall be entitled to the use of all common washrooms.

Lessee shall be responsible for telephone service.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only as a Nature Center, and not for any purpose that would:
- a) be deemed hazardous to the public or adjoining premises, including but not necessarily limited to fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;

- 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) interfere with normal operations of the Premises' heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Park uses;
- g) alter the appearance of the Premises, except as provided herein, without prior written approval of the Lessor;
- h) permit noise or odors to be unreasonably dispelled from the Premises;
- i) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
- j) permit refuse to accumulate in or around Premises; or
- k) obstruct entryways.

5. Use of Common Areas by Lessee

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

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all cleaning of the Premises and all repairs of any nature, including but not limited to heating and cooling, roof and structural systems, of the Premises. All major repairs must be pre-approved by Lessor's facilities director.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment and keep them in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.
- 6.5 All storage spaces, including shared spaces, must remain clear and free of hazards at all times. A 6 foot clear space shall be maintained around the freezer at all times.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Premises and contents therein. Lessor will provide Lessee with a copy of any and all relevant insurance policies.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased. Lessor will provide Lessee with a list of any such activities.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises and any common area by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing; such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of, or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

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

10. Use of Premises by Lessor

- 10.1 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.

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.

- 13.2 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.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 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.
- 15.4 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.
- 15.5 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.

- 15.6 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.
- 15.7 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.

MOOSEWOOD NATURE CENTER

Scot Stewart 1.17.22
By: Scot Stewart
Its: Board Chair Moosewood NC

CITY OF MARQUETTE,

Jennifer A. Smith, Mayor

T. Rantanen Jan 17, 2022
By: T. Rantanen
Its: Secretary of Board Moosewood NC

Kyle Whitney, Clerk

APPROVED AS TO FORM

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2021

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

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

PRODUCER VAST 300 South Front Street Marquette MI 49855	CONTACT NAME: IBU IBU PHONE (A/C, No, Ext): (906) 228-7500 E-MAIL ADDRESS: katrinam@vastsolution.com FAX (A/C, No): (906) 228-5385 INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15350
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COVERAGES**CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	Y		0776780	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			0776780	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

CITY OF MARQUETTE
300 W BARAGA AVE

MARQUETTE

MI 49855

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White Drive

**MOOSEWOOD NATURE
CENTER**



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

Consent Agenda - Roll Call Vote

Resolutions for the Dedication of Baraga Avenue and Hospital Drive Right of Ways - Roll Call Vote

BACKGROUND:

The City of Marquette made transportation infrastructure improvements on Baraga Avenue and Hospital Drive in 2017 as part of the new hospital construction project. These improvements included road realignments and construction of a roundabout which required the need for additional right of way. The proposed right of way requires dedication by the City Commission. Michigan Public Act 51 (PA 51) also requires that City streets reside in dedicated right of ways. These resolutions will fulfill the PA 51 requirement.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the resolutions designating the Baraga Avenue and Hospital Drive right of ways.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Baraga Ave (66') ROW Resolution
- ▣ Baraga Ave (variable) ROW Resolution
- ▣ Hospital Dr ROW Resolution

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on February 14, 2022, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for Baraga Avenue right of way, and

Whereas this right of way will serve as a public street and utility right of way for Baraga Avenue.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 140.63 feet to the Point of Beginning for the Right of Way (R.O.W.) of Baraga Avenue;

Thence continuing N00°52'22"E along said section line, plat line, and R.O.W. a distance of 67.29 feet to the northerly R.O.W. of said Baraga Avenue; thence westerly along said northerly R.O.W. and a curve to the left 215.98 feet, said curve having a radius of 1433.00 feet and a delta of 08°38'08", the chord of which bears N82°27'42"W a distance of 215.77 feet; thence N86°46'46"W along said northerly R.O.W. a distance of 390.63 feet; thence westerly along said northerly R.O.W. and a curve to the right 305.21 feet, said curve having a radius of 1467.00 feet and a delta of 11°55'14", the chord of which bears N80°49'09"W a distance of 304.66 feet; thence N74°51'32"W along said northerly R.O.W. a distance of 179.98 feet; thence westerly along said northerly R.O.W. and a curve to the left 180.29 feet, said curve having a radius of 1533.00 feet and a delta of 06°44'18", the chord of which bears N78°13'41"W a distance of 180.19 feet; thence N81°35'50"W along said northerly R.O.W. a distance of 540.51 feet to the easterly plat line of Marquette Industrial Park; thence S00°29'04"W along said R.O.W. and said easterly plat line a distance of 66.64 feet to the southerly R.O.W. of said Baraga Avenue and

northerly R.O.W. of US-41; thence S81°35'50"E along said southerly R.O.W. and a portion of said US-41 R.O.W. a distance of 531.33 feet; thence easterly along said southerly R.O.W. and a curve to the right 172.53 feet, said curve having a radius of 1467.00 feet and a delta of 06°44'18", the chord of which bears S78°13'41"E a distance of 172.43 feet; thence S74°51'32"E along said southerly R.O.W. a distance of 179.98 feet; thence easterly along said southerly R.O.W. and a curve to the left 318.94 feet, said curve having a radius of 1533.00 feet and a delta of 11°55'14", the chord of which bears S80°49'09"E a distance of 318.37 feet; thence S86°46'46"E along said southerly R.O.W. a distance of 390.63 feet; thence easterly along said southerly R.O.W. and a curve to the right 218.85 feet, said curve having a radius of 1367.00 feet and a delta of 09°10'22", the chord of which bears S82°11'35"E a distance of 218.62 feet to the Point of Beginning.

The above described parcel contains 2.75 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "B", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and userestrictions of record, and all other conditions, reservations, exceptions and restrictions as maybe contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk
City of Marquette

Prepared by:
Mikael Kilpela of
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

EXHIBIT "A"
LEGAL DESCRIPTION
FOR BARAGA AVENUE
(66' WIDE RIGHT OF WAY)

Part of the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 140.63 feet to the Point of Beginning for the Right of Way (R.O.W.) of Baraga Avenue;

Thence continuing N00°52'22"E along said section line, plat line, and R.O.W. a distance of 67.29 feet to the northerly R.O.W. of said Baraga Avenue; thence westerly along said northerly R.O.W. and a curve to the left 215.98 feet, said curve having a radius of 1433.00 feet and a delta of 08°38'08", the chord of which bears N82°27'42"W a distance of 215.77 feet; thence N86°46'46"W along said northerly R.O.W. a distance of 390.63 feet; thence westerly along said northerly R.O.W. and a curve to the right 305.21 feet, said curve having a radius of 1467.00 feet and a delta of 11°55'14", the chord of which bears N80°49'09"W a distance of 304.66 feet; thence N74°51'32"W along said northerly R.O.W. a distance of 179.98 feet; thence westerly along said northerly R.O.W. and a curve to the left 180.29 feet, said curve having a radius of 1533.00 feet and a delta of 06°44'18", the chord of which bears N78°13'41"W a distance of 180.19 feet; thence N81°35'50"W along said northerly R.O.W. a distance of 540.51 feet to the easterly plat line of Marquette Industrial Park; thence S00°29'04"W along said R.O.W. and said easterly plat line a distance of 66.64 feet to the southerly R.O.W. of said Baraga Avenue and northerly R.O.W. of US-41; thence S81°35'50"E along said southerly R.O.W. and a portion of said US-41 R.O.W. a distance of 531.33 feet; thence easterly along said southerly R.O.W. and a curve to the right 172.53 feet, said curve having a radius of 1467.00 feet and a delta of 06°44'18", the chord of which bears S78°13'41"E a distance of 172.43 feet; thence S74°51'32"E along said southerly R.O.W. a distance of 179.98 feet; thence easterly along said southerly R.O.W. and a curve to the left 318.94 feet, said curve having a radius of 1533.00 feet and a delta of 11°55'14", the chord of which bears S80°49'09"E a distance of 318.37 feet; thence S86°46'46"E along said southerly R.O.W. a distance of 390.63 feet; thence easterly along said southerly R.O.W. and a curve to the right 218.85 feet, said curve having a radius of 1367.00 feet and a delta of 09°10'22", the chord of which bears S82°11'35"E a distance of 218.62 feet to the Point of Beginning.

The above described parcel contains 2.75 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "B", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist
Date: November 16, 2015
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Projects\MQ15-020 DLP Site Design\Field Construction Related\Construction Survey-Field Calculations-Sketches-Maps\Survey Drawings\Proposed Easements\Legal Descriptions\Baraga\MQ15-020 Baraga Avenue - Right of Way Legal Description (151116).doc

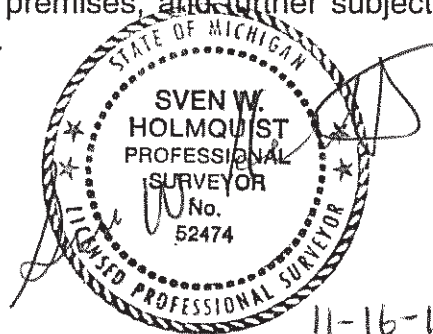
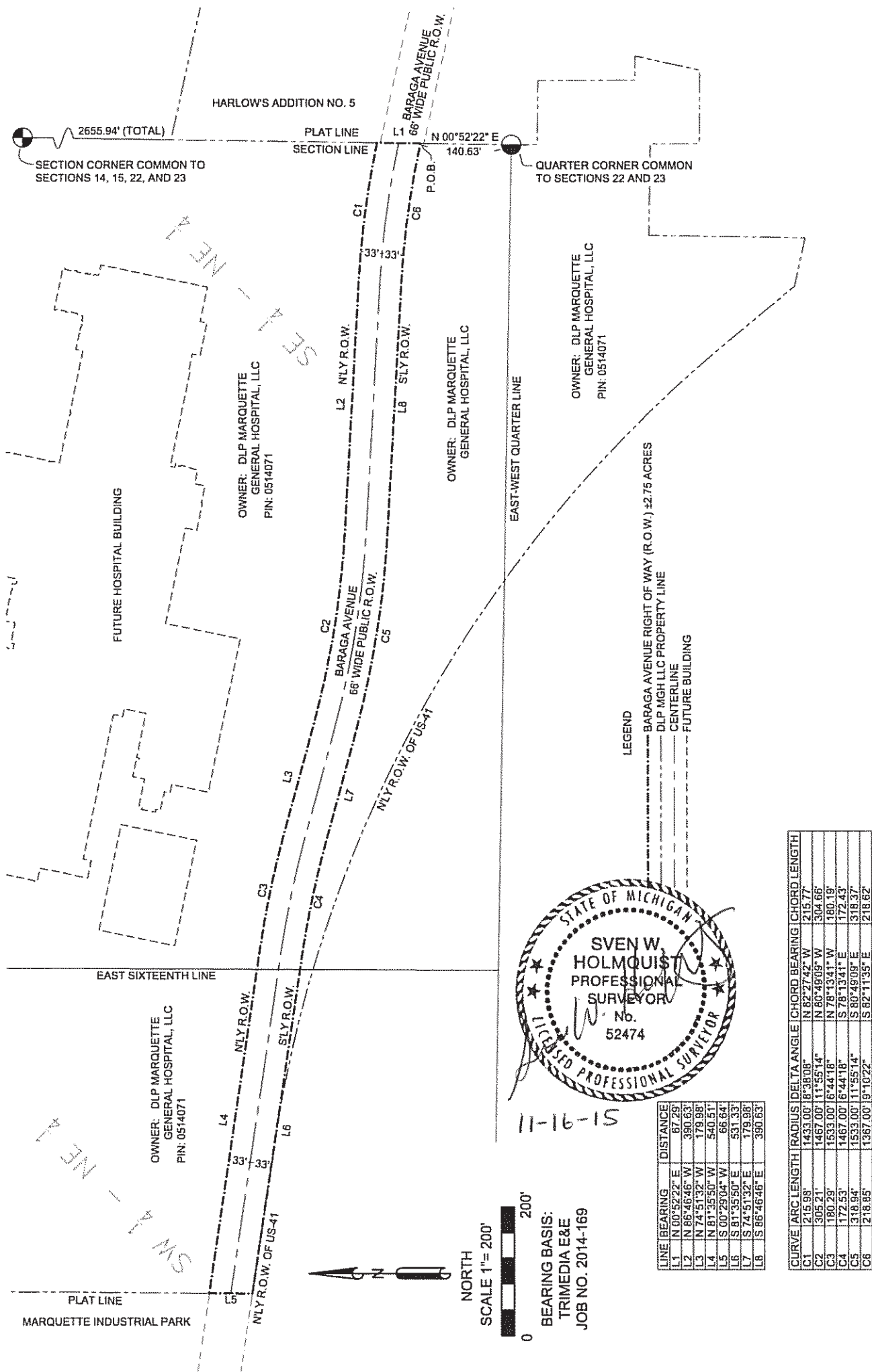


EXHIBIT "B"
DESCRIPTION SKETCH

A 66' WIDE PUBLIC RIGHT OF WAY FOR BARAGA AVENUE ACROSS PART OF THE NORTHEAST
QUARTER OF SECTION 22, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
850 W. BARAGA AVENUE
MARQUETTE, MI 49855
S. HOLMQUIST
NOVEMBER 16, 2015
SHEET 2 OF 2
JOB NO. MQ15-020

NOTES:
1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM TRIMEDIA E&E JOB NO. 2014-169 AND CITY OF MARQUETTE PROPOSED BARAGA AVENUE RE-ALIGNMENT.

PIN: 0514071

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on February 14, 2022, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for Baraga Avenue right of way, and

Whereas this right of way will serve as a public street and utility right of way for Baraga Avenue.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ - NE $\frac{1}{4}$) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 244.77 feet; thence N89°07'38"W perpendicular to said section and westerly lines 502.21 feet to the northerly Right of Way (R.O.W.) of Baraga Avenue, a 66 foot wide public R.O.W. and Point of Beginning;

Thence N86°46'46"W along said R.O.W. a distance of 102.49 feet; thence westerly along said R.O.W. and a curve to the right 305.21 feet, said curve having a radius of 1467.00 feet and a delta of 11°55'14", the chord of which bears N80°49'09"W a distance of 304.66 feet; thence N74°51'32"W along said R.O.W. a distance of 132.55 feet; thence S77°43'30"E 197.90 feet; thence S82°18'33"E 103.04 feet; thence S88°48'23"E 75.04 feet; thence N88°26'12"E 19.39 feet; thence N44°44'01"E 46.16 feet; thence S78°42'22"E 101.97 feet; thence S10°55'16"E 45.74 feet to the Point of Beginning.

The above described parcel contains 0.24 acre, more or less, and is shown on the Description Sketch attached hereto as Exhibit "B", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk
City of Marquette

Prepared by:
Mikael Kilpela of
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

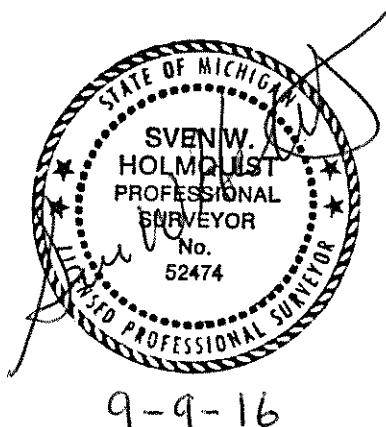
EXHIBIT "A"
LEGAL DESCRIPTION
FOR BARAGA AVENUE
(VARIABLE WIDTH RIGHT OF WAY)

Part of the Southeast Quarter of the Northeast Quarter (SE ¼ - NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 244.77 feet; thence N89°07'38"W perpendicular to said section and westerly lines 502.21 feet to the northerly Right of Way (R.O.W.) of Baraga Avenue, a 66 foot wide public R.O.W. and Point of Beginning;

Thence N86°46'46"W along said R.O.W. a distance of 102.49 feet; thence westerly along said R.O.W. and a curve to the right 305.21 feet, said curve having a radius of 1467.00 feet and a delta of 11°55'14", the chord of which bears N80°49'09"W a distance of 304.66 feet; thence N74°51'32"W along said R.O.W. a distance of 132.55 feet; thence S77°43'30"E 197.90 feet; thence S82°18'33"E 103.04 feet; thence S88°48'23"E 75.04 feet; thence N88°26'12"E 19.39 feet; thence N44°44'01"E 46.16 feet; thence S78°42'22"E 101.97 feet; thence S10°55'16"E 45.74 feet to the Point of Beginning.

The above described parcel contains 0.24 acre, more or less, and is shown on the Description Sketch attached hereto as Exhibit "B", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

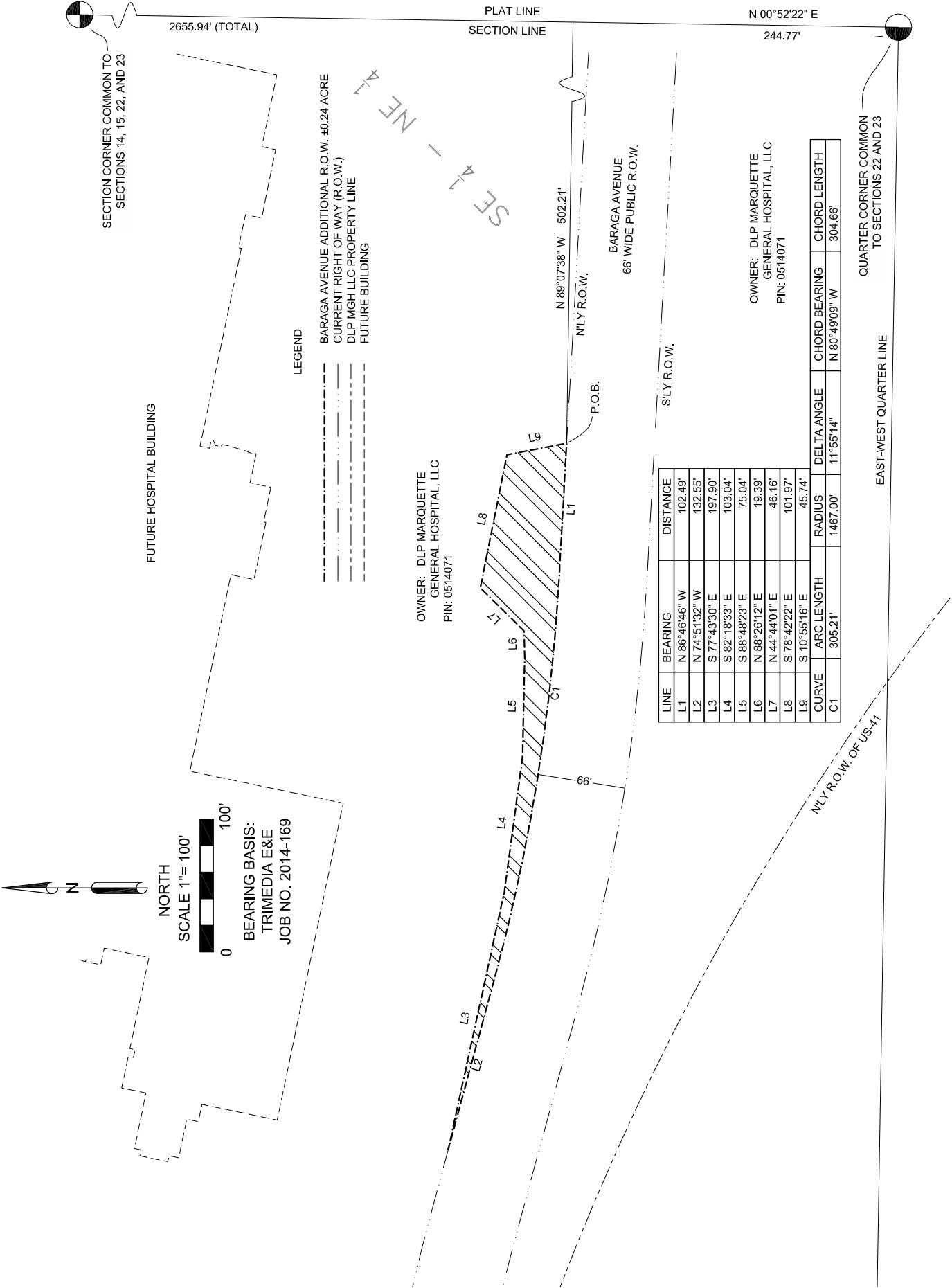


Prepared by: S. Holmquist
Date: September 9, 2016
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Projects\MQ15-020 DLP Site Design\Field Construction Related\Construction Survey-Field Calculations-Sketches-Maps\Survey Drawings\Proposed Easements\Legal Descriptions\Baraga Additional ROW\MQ15-020 Baraga Avenue - Add ROW Legal (160906).doc

EXHIBIT "B"
DESCRIPTION SKETCH

A VARIABLE WIDTH PUBLIC RIGHT OF WAY FOR BARAGA AVENUE ACROSS PART OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, T48N-R25W, CITY OF
MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
300 W. BARAGA AVENUE
MARQUETTE, MI 49855
S. HOLMQUIST
SEPTEMBER 9, 2016
SHEET 2 OF 2
JOB NO. MQ15-020

NOTES:
1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM TRIMEDIA E&E JOB NO. 2014-169, LITTLEJOHN LEA NO. 20130197 PLAN FOR THE MARQUETTE REPLACEMENT HOSPITAL, AND CITY OF MARQUETTE BARAGA AVENUE RE-ALIGNMENT.

PIN: 0514071

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on February 14, 2022, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for Hospital Drive street right of way, and

Whereas this right of way will serve as a public street and utility right of way for Hospital Drive.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of Lots 24 and 25 of Homestead Addition and part of the East Half of the East Half (E ½- E ½) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 167.93 feet; thence N89°07'38"W perpendicular to said section and westerly lines 239.05 feet to the southerly Right of Way (R.O.W.) of Baraga Avenue, a 66 foot wide public R.O.W. and Point of Beginning;

Thence N86°46'46"W along said R.O.W. a distance of 368.58 feet; thence westerly along said R.O.W. and a curve to the right 90.29 feet, said curve having a radius of 1533.00 feet and a delta of 03°22'28", the chord of which bears N85°05'31"W a distance of 90.28 feet; thence S26°43'50"W 147.56 feet to the northerly R.O.W. of US-41 and M-28; thence S74°47'47"E 112.42 feet; thence S38°52'11"E 165.28 feet to the northerly R.O.W. of US-41 and M-28; thence easterly along said US-41 and M-28 R.O.W. and a curve to the right 52.61 feet, said curve having a radius of 2009.85 feet and a delta of 01°29'59", the chord of which bears S48°46'35"E a distance of 52.61 feet; thence N03°19'50"E 255.99 feet; thence N81°02'11"E 260.84 feet to the Point of Beginning.

The above described parcel contains 1.27 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "B", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City
Clerk
City of Marquette

Prepared by:
Mikael Kilpela of
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

EXHIBIT "A"
LEGAL DESCRIPTION
FOR HOSPITAL DRIVE
(VARIABLE WIDTH RIGHT OF WAY)

Part of Lots 24 and 25 of Homestead Addition and part of the East Half of the East Half (E ½- E ½) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 167.93 feet; thence N89°07'38"W perpendicular to said section and westerly lines 239.05 feet to the southerly Right of Way (R.O.W.) of Baraga Avenue, a 66 foot wide public R.O.W. and Point of Beginning;

Thence N86°46'46"W along said R.O.W. a distance of 368.58 feet; thence westerly along said R.O.W. and a curve to the right 90.29 feet, said curve having a radius of 1533.00 feet and a delta of 03°22'28", the chord of which bears N85°05'31"W a distance of 90.28 feet; thence S26°43'50"W 147.56 feet to the northerly R.O.W. of US-41 and M-28; thence S74°47'47"E 112.42 feet; thence S38°52'11"E 165.28 feet to the northerly R.O.W. of US-41 and M-28; thence easterly along said US-41 and M-28 R.O.W. and a curve to the right 52.61 feet, said curve having a radius of 2009.85 feet and a delta of 01°29'59", the chord of which bears S48°46'35"E a distance of 52.61 feet; thence N03°19'50"E 255.99 feet; thence N81°02'11"E 260.84 feet to the Point of Beginning.

The above described parcel contains 1.27 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "B", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: April 20, 2018

Prepared for: City of Marquette

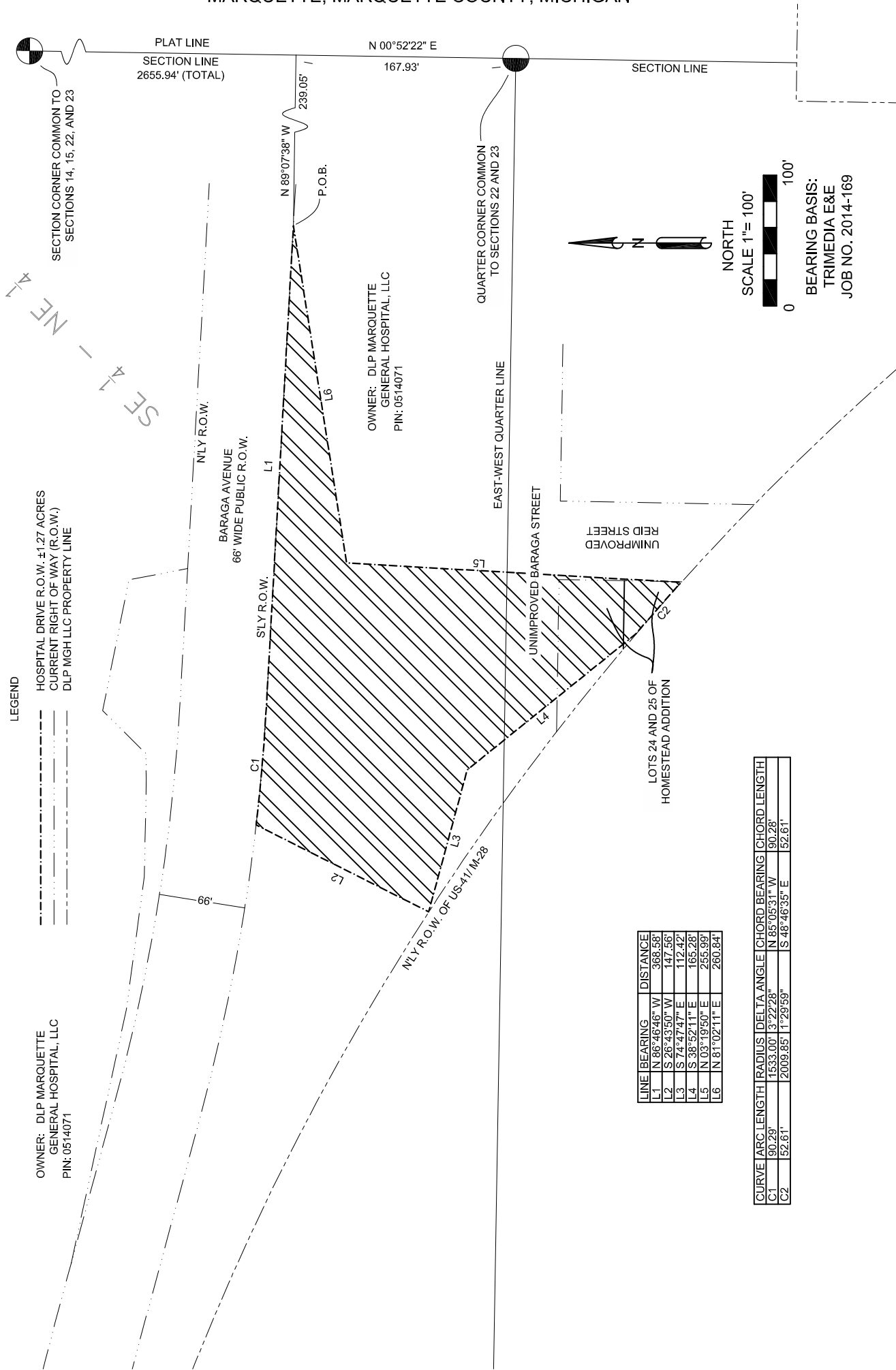
City of Marquette Engineering Department Job No: MQ15-020

PIN: 0514071

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Hospital Drive\MQ15-020 Hospital Drive - ROW Legal (180420).doc

EXHIBIT "B"
DESCRIPTION SKETCH

A VARIABLE WIDTH PUBLIC RIGHT OF WAY FOR HOSPITAL DRIVE ACROSS PART OF HOMESTEAD ADDITION AND PART OF THE EAST HALF OF THE EAST HALF OF SECTION 22, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
300 W. BARAGA AVENUE
MARQUETTE, MI 49855
S. HOLMQUIST
APRIL 20, 2018
SHEET 2 OF 2
JOB NO. MQ15-020

NOTES:
1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM TRIMEDIA E&E JOB NO. 2014-169, LITTLEJOHN LEA NO. 20130197 PLAN FOR THE MARQUETTE REPLACEMENT HOSPITAL, DLZ US-41 ROUNDABOUT PLAN AND CITY OF MARQUETTE BARAGA AVENUE RE-ALIGNMENT.

PIN: 0514071

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

Consent Agenda - Roll Call Vote

Resolution for the Dedication of Main Street Right of Way - Roll Call Vote

BACKGROUND:

The City of Marquette sold property along Main Street to Veridea Group, LLC in 2019. A portion of the property was excepted from the sale for use as right of way. A resolution by the City Commission is required to formally dedicate this property as City right of way.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the resolution designating the Main Street right of way.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Main St ROW Resolution

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on February 14, 2022, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for Main Street right of way, and

Whereas this right of way will serve as a public street and utility right of way for Main Street.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of Lots 2, 3, and 4, all in Block 20 of the Plat of Government Lot Two (2), Fractional Section Twenty-Three (23), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), commonly known as the 36 Acre Plat, City of Marquette, Marquette County, Michigan, being more particularly described as:

Beginning at the Northwest Corner of said Lot 4; thence S12°21'44"W along the easterly Right of Way (R.O.W.) of Third Street, a 66 foot wide public R.O.W. a distance of 13.00 feet to the Northwest Corner of a parcel as recorded in Document 2019R-06619; thence S77°31'33"E parallel with and 13.00 feet from the southerly R.O.W. of Main Street and along the north line of said parcel 180.00 feet to the Northeast Corner of said parcel; thence N12°21'44"E parallel with said easterly R.O.W. a distance of 13.00 feet to said southerly R.O.W.; thence N77°31'33"W along said southerly R.O.W. a distance of 180.00 feet to the Point of Beginning.

The above described parcel contains 0.05 acre, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.

3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk
City of Marquette

Prepared by:
Mikael Kilpela of
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

**LEGAL DESCRIPTION
FOR MAIN STREET
RIGHT OF WAY RESOLUTION**

Part of Lots 2, 3, and 4, all in Block 20 of the Plat of Government Lot Two (2), Fractional Section Twenty-Three (23), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), commonly known as the 36 Acre Plat, City of Marquette, Marquette County, Michigan, being more particularly described as:

Beginning at the Northwest Corner of said Lot 4; thence S12°21'44"W along the easterly Right of Way (R.O.W.) of Third Street, a 66 foot wide public R.O.W. a distance of 13.00 feet to the Northwest Corner of a parcel as recorded in Document 2019R-06619; thence S77°31'33"E parallel with and 13.00 feet from the southerly R.O.W. of Main Street and along the north line of said parcel 180.00 feet to the Northeast Corner of said parcel; thence N12°21'44"E parallel with said easterly R.O.W. a distance of 13.00 feet to said southerly R.O.W.; thence N77°31'33"W along said southerly R.O.W. a distance of 180.00 feet to the Point of Beginning.

The above described parcel contains 0.05 acre, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: January 26, 2022

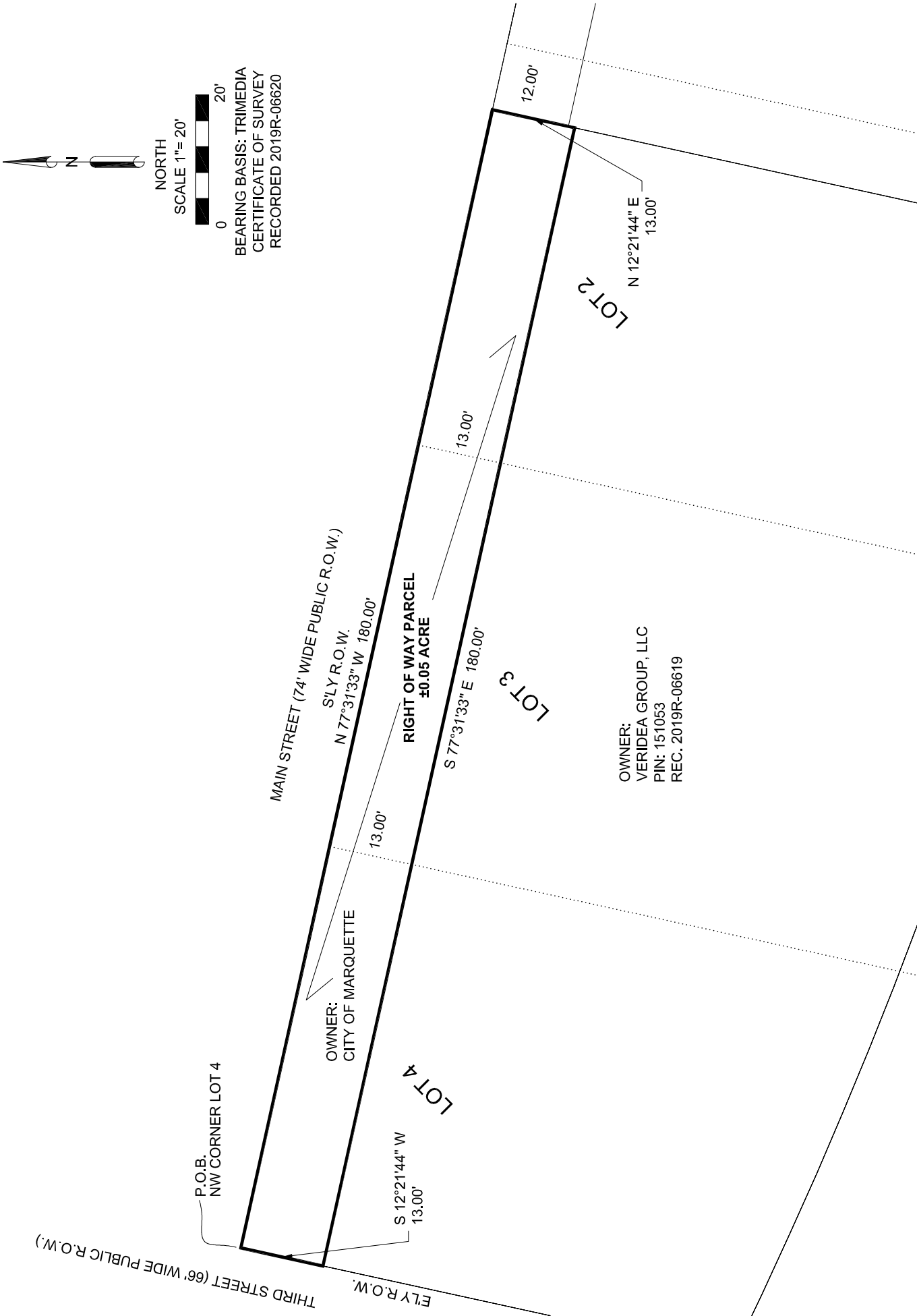
Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ17-901

J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ17-901 South Main Street Parking Lot - Boundary Survey\Field Construction Related\All Survey\Legal Descriptions\MQ17-901 Main Street Right of Way Legal Description (220126).doc

EXHIBIT "A"
DESCRIPTION SKETCH

PART OF LOTS 2, 3, AND 4, ALL IN BLOCK 20 OF THE PLAT OF GOVERNMENT LOT 2,
FRACTIONAL SECTION 23 , T48N-R25W, COMMONLY KNOWN AS THE 36 ACRE PLAT, CITY OF
MARQUETTE, MARQUETTE COUNTY, MICHIGAN



- NOTES:
1. THIS SKETCH IS INTENDED TO BE USED FOR A VISUAL REFERENCE FOR A RESOLUTION OF RIGHT OF WAY FOR MAIN STREET.
 2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
 3. ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
 4. 74' WIDE MAIN STREET RIGHT OF WAY REFERENCED FROM VAN NESTE SURVEYING JN: 96025.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JANUARY 26, 2022
SHEET 2 OF 2
JOB NO. MQ17-901

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

New Business

Disposition of 1435 Wright Street (North McClellan Avenue Property)

BACKGROUND:

Staff is seeking direction from the City Commission following the extensive discussion at the November 29, 2021 City Commission meeting regarding the future use of City property located at 1435 Wright Street, also referred to as the North McClellan Avenue property.

The property is currently zoned as Municipal. The intent of the Municipal district is to permit flexible development and approval standards for properties used by the City of Marquette. In consideration of the City Commission discussion in November and feedback from the surrounding neighborhood, if action is to be taken regarding this property, Staff is recommending the Commission authorize an application to rezone the property as Conservation/Recreation (CR). The intent of the CR district is to preserve the character of land in the city with outstanding scenic and/or recreational qualities by restricting development not suited to this goal; to prevent development of land which has great ecological value or where there are natural hazards to development; and to preserve open areas for forestry, agriculture and recreation. Rezoning the land to CR would put it into the same category as most of the City-owned waterfront (including the recently acquired WE beach), Presque Isle Park, and most of the other recreational areas within the City. This would be in line with the recommendations from the Community Master Plan.

If the City Commission approves this recommendation, Staff will file an application for rezoning that would be reviewed by the Planning Commission and eventually voted on by the City Commission in a public hearing. There is a significant public process involved in rezoning the property and this would provide an opportunity for public input at multiple levels.

The City Clerk's office has received two versions of a petition regarding the McClellan property, requesting the creation of a conservation easement. Given the existence of the CR zoning district and its similar applicable uses around the City, City staff does not recommend pursuing a conservation easement on this property. The implementation of an easement would require significantly more staff time to accomplish and generally requires a third party to assist with the management. Rezoning the property would accomplish the same goals as the implementation of an easement and would afford a greater level of municipal control of any recreational amenities moving forward and allows for future planning efforts.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Direct the City Manager or her designee to file a rezoning application for 1435 Wright Street to

change the zoning from Municipal to Conservation/Recreation.

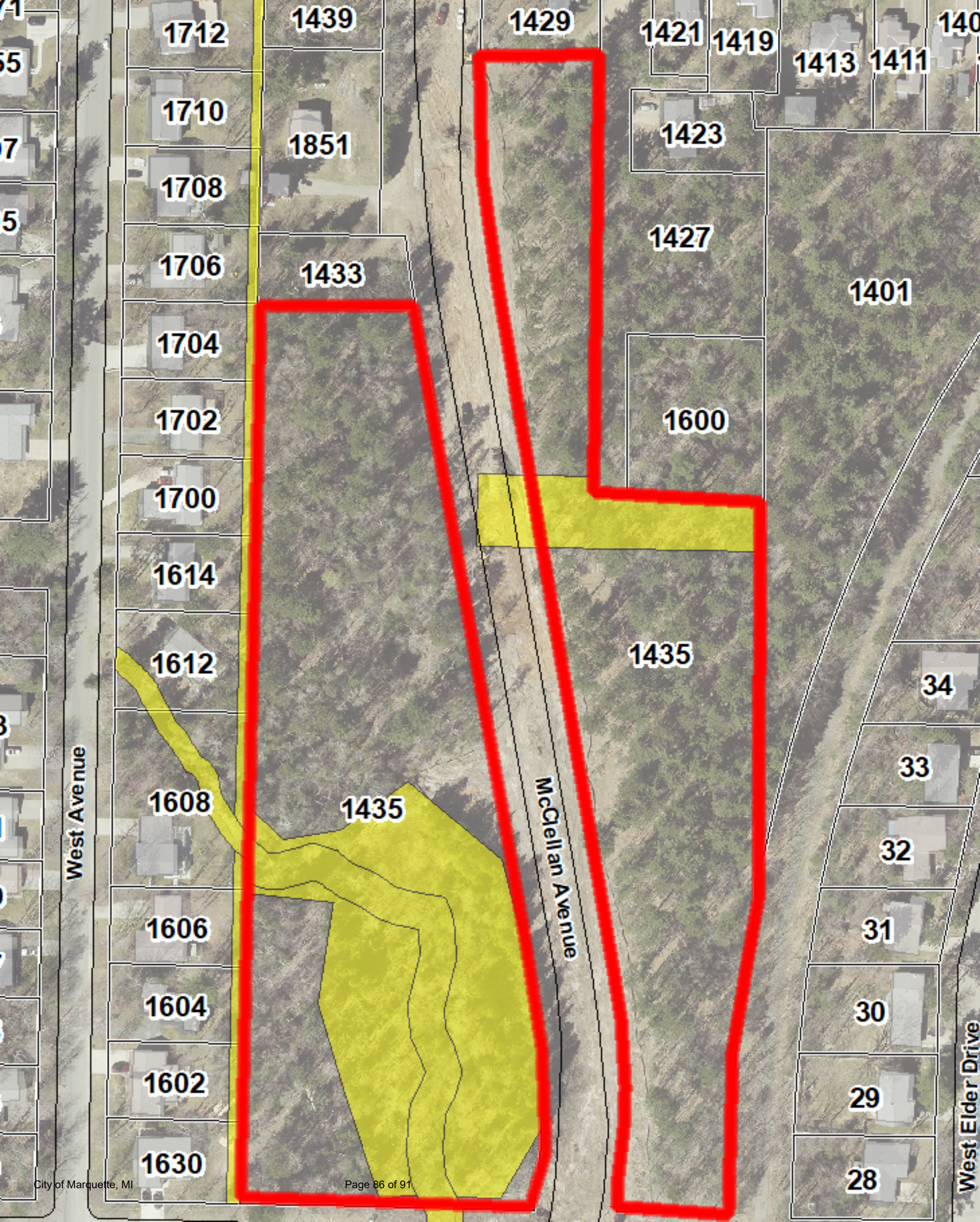
ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Map
- ▣ Conservation/Recreation Zoning





CHAPTER 54 LAND DEVELOPMENT CODE

ARTICLE 3 ZONING DISTRICTS AND MAP

Section 54.318 CR, Conservation and Recreation District

A. Intent

The intent of the CR district is to preserve the character of land in the city which have outstanding scenic and/or recreational qualities by restricting development not suited to this goal; to prevent development of land which has great ecological value or where there are natural hazards to development; to preserve open areas for forestry, agriculture and recreation; and to control the construction of structures along the shoreline of Lake Superior. One of the purposes of the CR district is to have an appropriate zoning district for municipal parks that meet these objectives.

B. Permitted Principal Uses

- Accessory Building or Structure
- Agriculture-Like Operation, including Forestry
- Food Production, Minor
- Public or Governmental Building
- Recreational Use, Public
- Outdoor Recreation
- Storage, Open

C. Special Land Uses

- Accessory Use, Non-Single Family Residential Lots
- Natural Resource Extraction Operations
- Outdoor Entertainment and Community Events (Principal or Accessory Use)
- Port Facilities and Docks
- Recreational Use, Land Intensive
- Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.
- Wireless Telecommunications Facilities

Where there is a discrepancy between [Section 54.306](#) and this table, [Section 54.306](#) shall prevail.

D. Dimensional Regulations

Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	None	Front Yard (ft.)	15
Min. Lot Width (ft.)	None	Side Yard (one) (ft.)	50
Max. Impervious Surface Coverage (%)	(R)	Side Yard (total of 2) (ft.)	100
Max. Building Height of Primary Building (ft.) (O)	36.5	Rear Yard (ft.)	20 (P)
Max. Building Height of Accessory Building	18		
Max. Building Height (stories)	-		

Where there is a discrepancy between [Article 4](#) and this table, [Article 4](#) shall prevail.

E. References to Additional Standards

Definitions Article 2	Exterior Lighting Section 54.802	Landscaping and Screening Article 10
Subdivisions Section 54.501	Riparian Buffers Section 54.804	Signs Article 11
Site Condominiums Section 54.503	Wetland Protection Section 54.805	Nonconformities Article 12
Accessory Structures Section 54.705	Steep Slopes and Ridgelines Section 54.806	Zoning Permits Section 54.1401
Fences and Walls Section 54.706	Parking, Loading, and Access Management Article 9	Site Plan Review Section 54.1402



Effective on: 9/5/2019

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/14/2022

New Business

Downtown Development Area Citizens Council

BACKGROUND:

The Marquette Downtown Development Authority is beginning the process of seeking an expansion of the core downtown Tax Increment Financing district to incorporate the Third Street corridor. As a part of the study process for this potential, the DDA has requested the formulation of a Development Area Citizens Council (DACC). According to the Act 57 of 2018, the DACC should be established at least 90 days before the public hearing on the development or tax increment financing plan. A DACC is established by the governing body and shall consist of not less than nine members. Members of the DACC are required to be residents of the development area and will be appointed by the City Commission.

If approved, candidates for the DACC will be presented for appointment at the March 14, 2022 City Commission meeting.

FISCAL EFFECT:

The members of the Development Area Citizens Council will serve in an unpaid volunteer status, per Section 2-393 of the Marquette City Code.

RECOMMENDATION:

Establish a Development Area Citizens Council for the period March 15, 2022 - March 15, 2023, and direct the City Manager to recommend the membership of the committee for approval by the City Commission at the March 14, 2022 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: 2/14/2022

New Business

Letter of Support - Marquette County Collaborative for Recovery and Homeless Services

BACKGROUND:

The Marquette County Collaborative for Recovery and Homeless Services proposal represents a collaborative effort on the part of the Great Lakes Recovery Center (GLRC), Room at the Inn, and the Janzen House to increase the quality and availability of the mutually aligned services offered by all three organizations. The collaborative is currently seeking State funding to assist with these efforts and has requested a letter of support from the Marquette City Commission.

If funding is made available, it will be used to rehabilitate the former Bell Hospital medical building for GLRC, procure an expanded facility for Room at the Inn, and provide desperately needed renovations to the Janzen House.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Authorize the Mayor to sign the letter of support for the Marquette County Collaborative for Recovery and Homeless Services proposal.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Letter of Support



February 14, 2022

To Whom It May Concern:

The Marquette City Commission supports the Marquette County Collaborative for Recovery and Homeless Services proposal. If funded, this proposal will be a significant collaboration between Great Lakes Recovery Center, Room at the Inn, and Janzen House. Each of these organizations has been significantly negatively impacted by the pandemic through decreased revenue and increased client needs. Implementation of the Collaborative for Recovery & Homeless Services will increase capacity and services to the underserved and underrepresented.

One of the Great Lakes Recovery Center's four residential treatment centers, the Adult Residential Services Treatment Center (ARS) is currently located on Wright Street in Marquette. During FY 2020 almost 500 men and women received residential treatment at this facility.

In December 2021, the former Bell Hospital medical building located in Negaunee was donated to GLRC by the UP Health System. GLRC will move their Marquette adult residential facility to the new Teal Lake location, along with their Medical Services office, Child & Adolescent Psychiatric services, Ishpeming Outpatient Services, and administrative offices. This campus model will allow clients to access all GLRC services in one location.

The community-based steering committee, which developed this collaborative concept, will identify an alternate facility for Room at the Inn. RATI is desperately in need of a larger shelter to meet the growing needs of the homeless. An expanded facility will provide additional basic shelter services as well as the opportunity for guests to access supplementary relevant services. The committee intends to secure the new site within six months of project approval with renovation to commence within that timeframe.

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 Marquette County Collaborative for Recovery and Homeless Services project is aligned with several elements of the Community Health section of the Marquette's Community Master Plan.

Thank you for your time and consideration.

Respectfully submitted,

Jennifer A. Smith, Mayor
City of Marquette
On Behalf of the Marquette City Commission