City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

Monday, April 12, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Marquette County Solid Waste Management Authority Recycling Update, by Brad Austin, Director of Operations
2. Wastewater Solids Handling Improvement Project, by Municipal Utilities Director Mark O'Neill

3. **Consent Agenda**

   3.a. Approve the minutes of the March 29, 2021 regular Commission meeting.

   3.b. Approve the total bills payable in the amount of $262,050.63

   3.c. Amended Local Development Agreement Parcel 12 of Former Heartwood Property

   3.d. Sale of Surplus Equipment

   3.e. Schedule a Public Hearing for Rezoning Vacant Land

   3.f. Seamless HRA Plan Document

New Business

4. Kids Cove Inclusive Playground - Professional Services Contract Award
5. Purchase of Property, 702 Lakeshore Boulevard - Roll Call Vote
6. West Washington Street 100 Block Streetscape Project and Sidewalk Repair and Replacements Project

Closed Session

7. CLOSED SESSION (If Needed): To review confidential applications for the City Manager position. Pursuant to MCL 15.268(f) “To review and consider the contents of an

application for employment or appointment to a public office if the candidate requests that the application remain confidential."

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

This meeting will be live on Marquette Charter Cable Channel 191 and will be broadcast (subject to temporary programming) as follows: Tuesday at 11a.m. and 6p.m.; Wednesday at noon and 8 p.m.; Thursday at 4 a.m. and 1 p.m.; Friday at 6 p.m.; Saturday at noon; and Sunday at 8 a.m. and 4 p.m.

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.

Agenda Date: 4/12/2021

Consent Agenda

Approve the minutes of the March 29, 2021 regular Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- March 29 minutes

300 West Baraga Avenue
Marquette, Michigan 49855

City of Marquette, MI

Meeting Minutes
City Commission Meeting

Monday, March 29, 2021
6:00 PM
Commission Chambers (Zoom Video Conferencing)

Call to Order, Pledge of Allegiance and Roll Call

Present: Mayor Pro Tem Hill. Commissioners Bonsall, Davis, Hanley, Mayer and Stonehouse.
Absent: Mayor Smith.

All members attended via videoconferencing and all were physically located in the City of Marquette.

Commissioner Evan Bonsall moved to excuse the absence of Mayor Smith, who is unable to attend tonight's meeting for personal reasons, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Mayor Pro Tem Jenn Hill announced that Item 6 was being removed from tonight's agenda and would be brought to the City Commission at a future meeting.

Approval of the Agenda

Commissioner Sally Davis moved to Approve to approve the agenda as amended, seconded by Commissioner Evan Bonsall and Carried Unanimously.

Announcements

Mayor Pro Tem Hill shared a schedule for recycling and told residents to expect to receive a similar schedule soon in their water bills. She noted that the City needs to do a better job of sticking to the schedule for glass recycling, which is the first full week of each month.

She also noted that the April 12 City Commission meeting will be held with all commissioners attending in-person, though public participation will still be handled remotely. Members of the public wishing to participate in that meeting can do so by calling in or by submitting written comment.

Boards and Committees

1. Appointment
Dennis Honch, MCSWMA, for an unexpired term ending 7-1-23

Commissioner Sally Davis moved to Approve the appointment as listed on the agenda, seconded by Commissioner Jessica Hanley and Carried Unanimously.

2. Reappointments

Callie New, MBRA, for a term expiring 2-1-24
Rob Beranek, MBRA, for a term expiring 2-1-24
Margaret Brumm, MAWTAB, for a term expiring 12-31-23
Margaret Schwalm, Elections Board, for a term expiring 4-11-25

Commissioner Jessica Hanley moved to Approve the reappointments as listed, seconded by Commissioner Evan Bonsall and Carried Unanimously.

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

As the meetings are still being held without the public present, residents were given the opportunity to call in and speak or submit written public comments to be read during the meeting.

The only written comment came from Margaret Brumm, who asked when the public bathrooms would be open in the City harbors. Additionally, she asked if there were plans to augment the bathrooms with portable facilities.

Presentation(s)

3. Redistricting Michigan, by MICRC General Counsel Julianne Pastula

Julianne Pastula, the General Counsel for the State's Independent Citizens Redistricting Commission, provided a brief presentation about the process and then opened a brief discussion with the City Commission.

She said that the full release of Census data is being delayed due largely to Covid and is now scheduled for the fall. The expectation, she said, is that Michigan will lose one or two Congressional seats.

The Commission then offered praise for the concept of the nonpartisan process to handle redistricting, and said it was vital to raise public awareness of the ICRC's upcoming meetings in Marquette, which are scheduled for this spring.

4. Harbor Advisory Committee, by Chair Kane Beauchamp

Harbor Advisory Committee Chair Kane Beauchamp offered a presentation as an overview of the board's activities during the previous year.

Commissioner Stonehouse praised the work of the HAC; he said he has been involved for a long time and that it is important that the City Commission fill the HAC vacancies soon.

Mr. Beauchamp, City Commissioners and Community Services Director Jon Swenson discussed the need to fill existing HAC vacancies. They also talked about improving communication between HAC and the City Commission, as well as the processes for handling commercial activities at the marina and upcoming opportunities.

5. Consent Agenda

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

5.a. Approve the minutes of the March 8, 2021 regular Commission meeting.
5.b. Approve the total bills payable in the amount of $1,215,978.93

5.c. **City of Marquette Bridge Inspection**
5.d. **Coast Guard Building Boiler Replacement**
5.e. **Construction Materials Testing Services Acceptance for 2021 Reconstruction Projects**
5.f. **Lakeview Russell Dasher Board - Bid Award**
5.g. **Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project**
5.h. **Recreation Software Contract**
5.i. **Tri-Party Letter and Security Agreement - Customs House, LLC and Consumers Credit Union**
5.j. **Water Corrosion Control Operations Plan**

New Business

6. Kids Cove Inclusive Playground - Professional Services Contract Award

This item was removed from the agenda.

7. Presque Isle Marina - MDNR Waterways Grant Application

Commissioner Sally Davis moved to Approve the submission of a Michigan Department of Natural Resources - Parks and Recreation Division Waterways Grant Program Application for Presque Isle Marina - Phase III, seconded by Commissioner Cody Mayer.

Discussion ensued, with Commissioners and Community Services Director Jon Swenson discussing project and marina details, including the number of slips, the project overview and timeline.

The Commission then voted on the motion, made by Commissioner Davis and seconded by Commissioner Mayer, and it was Carried Unanimously.

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

None.

Comments from the Commission

Commissioner Mayer had no comments.
Commissioner Stonehouse said it's good to see Commissioner Mayer back in Marquette. He said the HAC does great work, but reiterated that it needs more members, and he said he agrees with previous comments that the HAC can't be focused solely on marinas. Commissioner Stonehouse also said he drove by the lake this afternoon and noticed that there was a seiche and that the water level was down 1 to 2 feet.
Commissioner Bonsall welcomed Commissioner Mayer back and thanked him for his National Guard service. He said he has been taking part in the Protect Michigan Committee (rural and youth committees), and said vaccination is going well statewide and the U.P. is doing very well, with the regional vaccination rate exceeding state averages in many demographics. He advised people to get vaccinated as soon as possible.
Commissioner Davis said that the people who watch these meetings, either live or after the fact, are obviously the most interested and involved in the City, and she urged the viewers to volunteer and get involved. She also advised residents to review the proposals for the Queen City Courts murals and to give feedback.
Commissioner Hanley urged people to take part in the citywide Easter Egg hunt.
Mayor Pro Tem Hill again reminded residents that next week is glass recycling and urged everyone to get vaccinated.

Comments from the City Manager

Regarding the question about bathrooms, **City Manager Mike Angeli** said he wanted to point out that there are a handful of year-round bathrooms in the City, including at McCarty's Cove, Founders Landing and the Presque Isle Pavilion.

Adjournment

Mayor Pro Tem Hill adjourned the meeting at 7:15 p.m.

Jenn Hill, Mayor Pro Tem **Kyle Whitney, City Clerk**

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

Agenda Date: 4/12/2021

Consent Agenda
Amended Local Development Agreement Parcel 12 of Former Heartwood Property

BACKGROUND:

With the assignment and sale of parcels 9-11 of the former Heartwood property to Longyear and their subsequent obligation to construct a medical manufacturing facility, Veridea is seeking approval of an amended Local Development Agreement (LDA) for parcel 12 which absolves their responsibility to construct said facility.

The attached LDA revision has been reviewed and approved by both parties legal counsel.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the amended Local Development Agreement, and authorize the Mayor and City Manager to sign and execute the document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Amended LDA Parcel 12

AMENDMENT TO AGREEMENT FOR DEVELOPMENT

THIS AMENDMENT TO AGREEMENT FOR DEVELOPMENT is made and entered into by and between, **City of Marquette, Michigan** whose mailing address is 300 W. Baraga Ave., Marquette, Michigan (**"City"**) and **Veridea Group, LLC and/or permitted assigns** whose mailing address is 857 W. Washington Street, Suite 301, Marquette, Michigan 49855 called **"Developer"** as of the later of the dates set forth after the parties' signatures below (hereinafter referred to as the **"Effective Date"**).

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Agreement for Development dated October 30, 2018 (**"Agreement"**) pertaining to the following described real property:

Section 34, Township 48 North, Range 25 West. All land lying East of the State Highway 553 right-of-way and lying North of Division Street right-of-way in the North Half of the Northeast Quarter. Marquette County, State of Michigan.

WHEREAS, said Agreement sets forth terms and conditions for the construction of an office and shop headquarters for a surgical implant manufacturer as well as similar quiet, low impact, businesses on the real property, such development being referred to therein as the **"Project"**; and

WHEREAS, the parties desire to amend the meaning of the term "Project" to remove any requirement that Developer construct, or cause to be constructed, a surgical implant manufacturing facility and, instead, wish to redefine such term to include any commercial development, as more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the foregoing recitals, which are hereby restated and incorporated herein by this reference, and other valuable consideration, the parties agree as follows:

1. At Article I, Paragraph 1.a of the Agreement, the meaning of the term "Project" is redefined to mean any commercial development, including but not limited to office buildings, retail stores and multi-family residential housing. Reference to any requirement and/or limitation to develop a surgical implant or medical device manufacturing facility is removed.

2. Except as modified herein, each party ratifies and reaffirms the Agreement.

3. This instrument may be executed in one or more counterparts, and such counterparts taken collectively shall be considered an original, valid and binding agreement.

4. The parties agree that a facsimile or other non-alterable electronic copy (e.g. .pdf file) of this

instrument which contains the parties' signatures may be used as the original.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of later of the dates set forth after their signatures below.

Veridea Group, LLC

Robert E. Mahaney

Robert E. Mahaney, President
Date: April 5 2021

City of Marquette, Michigan

_____
Jennifer A. Smith, Mayor
Date: _____

_____
Kyle Whitney, Clerk

APPROVED AS TO CONTENT:

_____
L. Michael Angeli, City Manager

APPROVED AS TO FORM:

_____
Suzanne C. Larsen, City Attorney

Agenda Date: 4/12/2021

Consent Agenda
Sale of Surplus Equipment

BACKGROUND:

A 2008 International plow truck has been recommended for auction due to high maintenance issues. A replacement unit was approved as part of the FY 20/21 capital outlay and is currently on order.

FISCAL EFFECT:

Proceeds from the sale of this vehicle will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare a 2008 International plow truck as surplus, and authorize City staff to prepare the vehicle for auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 4/12/2021

Consent Agenda
Schedule a Public Hearing for Rezoning Vacant Land

BACKGROUND:

The City received a request by the property owners of 505 Lakeshore Boulevard to acquire an approximately 0.05-acre portion of land that is adjacent to 505 Lakeshore Boulevard. This property is a portion of the abandoned LS&I railroad right-of-way and is unable to be sold due to deed restrictions originating in the original transfer of the property to the City. The property can only be transferred back into the original parcel if the City chooses to cede ownership of the right-of-way. The intent of the purchaser is to add this portion of property to the larger property and use it in coordination with the existing uses.

In order to transfer this property to the owners of 505 Lakeshore Boulevard, it must be rezoned from Municipal to Mixed-Use. The rezoning of this parcel will be contingent on the transfer of the parcel to the owners and that item will be brought to the City Commission at the May 10, 2021 meeting for consideration in conjunction with the rezoning.

On April 6, 2021, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating rezoning requests and in the administrative procedures for processing such a request. The following motion was made:

It was moved by M. Larson, seconded by S. Mittlefehldt, and carried 7-0 that after conducting a public hearing and review of the application and Staff Report for 01-REZ-04-21, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 01-REZ-04-21 as presented.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the May 10, 2021 meeting to consider the proposed rezoning of vacant land adjacent to 505 Lakeshore Boulevard.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Rezoning PC Case File_01-REZ-04-2021

CITY OF MARQUETTE
PLANNING AND ZONING
1100 WRIGHT ST
MARQUETTE, MI 49855
(906) 228-0425
www.marquettemi.gov

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: March 31, 2021
SUBJECT: **01-REZ-04-21 – Vacant Land on Lakeshore Blvd (PIN: 0490040)**

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone vacant property located on Lakeshore Blvd that is zoned Municipal (M) to be zoned Mixed-Use (M-U). The proposed rezoning of the property adjacent to 505 Lakeshore Blvd. is intended to make the zoning consistent with the rest of the 505 Lakeshore Blvd. parcel so that it can be transferred via quit claim deed. The property in question is a portion of the abandoned LS&I railroad right of way and is unable to be sold due to deed restrictions originating in the original transfer of the property to the City. The property can only be transferred back into the original parcel if the City chooses to cede ownership of the right of way.

Please see the attached Staff Report for more specific information regarding the application.

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion regarding the request include the following or similar language:

> *After conducting a public hearing and review of the application and Staff Report for 01-REZ-04-21, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 01-REZ-04-21 (as presented / for the following reasons / with the following conditions).*

STAFF FILE REPORT/ANALYSIS

Completed by Andrea M. Landers – Zoning Official
Reviewed by David Stensaas – City Planner and Zoning Administrator

Case #: 01-REZ-04-21

Date: March 31, 2021

Project/Application: Rezoning request from Municipal (M) to be zoned Mixed-Use (M-U). The proposed rezoning of the property adjacent to 505 Lakeshore Blvd. is intended to make the zoning consistent with the rest of the 505 Lakeshore Blvd. parcel so that it can be transferred via quit claim deed. The property in question is a portion of the abandoned LS&I railroad right of way and is unable to be sold due to deed restrictions originating in the original transfer of the property to the City. The property can only be transferred back into the original parcel if the City chooses to cede ownership of the right of way.

Location: Vacant Land on Lakeshore Blvd

Parcel ID: 0490040

Available Utilities: Natural Gas, Electricity, City Water, City Sewer, and Garbage Collection.

Year Built: Vacant Land

Current Zoning: Municipal (M)

Surrounding Zoning: North: M – Municipal and MDR – Medium Density Residential
South: M-U – Mixed-Use and M- Municipal
East: CR – Conservation and Recreation
West: M-U – Mixed-Use

Zoning Districts and Standards:

Current Zoning

Section 54.315 M, Municipal District

(A) Intent
The intent of the Municipal district is to permit flexible development and approval standards for properties used by the City of Marquette. Because this district applies to City-owned properties, the permitted uses are specific to City use or use generally permitted on City property.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Agriculture-Like Operation, including Forestry • Cemetery • Farmers' Markets • Food Production, Minor	• Accessory Use, Non-Single Family Residential Lots • Port Facilities and Docks • Recycling Collection and Transfer Stations • Structures between the shoreline of Lake

• Indoor Recreation • Office, Professional • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Public or Governmental Building • Recreational Use, Public • School, Primary or Secondary • School, University • Storage, Open • Wireless Telecommunications Facilities	Superior and the pavement of the nearest public street or highway.
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.)*	None
Min. Lot Width (ft.)	None	*Side Yard (one) (ft.)*	None
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	None
Max. Building Height of Primary Building (ft.) (O)	None	*Rear Yard (ft.)*	None
Max. Building Height of Accessory Building	None		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.
(R) Storm Water Management. For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
M	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

Proposed Zoning

Section 54.311 M-U, Mixed-Use District

(A) Intent
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the **Master Plan**: **1. Locations.** The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial. **2. Mix Compatible Land Uses.** The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors. **3. Local Services.** The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas. **4. Design.** Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	• Accessory Use, Non-Single Family Residential Lots • Adult Foster Care, Small Group Home • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Accessory Unit • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Food and Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Vehicle Repair and Service
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.)	4,800	*Front Yard (ft.)*	0 *(E), (F)*
Min. Lot Width (ft.)	40	*Side Yard (one) (ft.)*	5 *(H), (K), (M)*
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	13 *(H), (K), (M)*
Max. Building Height of Primary Building (ft.) (O)	44 *(M)*	*Rear Yard (ft.)*	20 *(I), (K), (M)*
Max. Building Height of Accessory Building	*(K)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

(E) Minimum Front Yard Setback in the M-U and GC Districts. In the M-U and GC districts, the minimum front yard setback is 0 ft. if there is at least a 10-foot distance between the front lot line and the curb/edge of the street. If there is not at least a 10-foot distance between the front lot line and the curb/edge of the street in these districts, the minimum front yard setback shall be increased accordingly so that the minimum separation distance between a structure and the curb/edge of the street is at least ten (10) feet.

(F) Maximum Front Yard Parking in the M-U and GC Districts. Although there are no maximum front yard setbacks in the M-U and GC districts, refer to Article 9 for the maximum allowable parking in the front yard of the M-U (Section 54.902(E)(3)) and GC (Section 54.902(E)(4)) districts.

(H) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts. In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:

(1) The side walls are of fireproof construction and are wholly without opening.
(2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(I) Modified Rear Yard Setbacks in the M-U and CBD Districts. In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.

(K) Accessory Buildings and Structures. For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in Section 54.705.

(M) Height Exceptions and Increased Setbacks for Buildings in the M-U District. If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line.

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
M-U	15 (a)	15 (a)	N.A.	N.A.	N.A.	N.A.	N.A.	20 (a)

(a) Within this buffer area, one (1) tree per 30 linear feet is required.

Relationship to Applicable Land Development Code Standards (staff comments in bold text):

Section 54.1405 Zoning Ordinance Amendment Procedures

(A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

(B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

Application accepted.

(C) Amendment Review Procedures.

(1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with *Section 54.1406*. The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of a site considered for rezoning in the previous six (6) months.

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, April 6, 2021.

(2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the

appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

The Planning Commission is being asked to make a recommendation at their meeting on April 6, 2021.

(3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with *Section 54.1406*. If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an amendment to the Official Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.

TBD.

(D) Standards of Review for Amendments. In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Commission may also take into account other factors or considerations that are applicable to the application but are not listed below.

(1) Master Plan**.** Consistency with the recommendations, goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The proposed rezoning of the property adjacent to 505 Lakeshore Blvd. is intended to make the zoning consistent with the rest of the 505 Lakeshore Blvd. parcel so that it can be transferred via quit claim deed. The property in question is a portion of the abandoned LS&I railroad right of way and is unable to be sold due to deed restrictions originating in the original transfer of the property to the City. The property can only be transferred back into the original parcel if the City chooses to cede ownership of the right of way.

(2) Intent and Purpose of the Zoning Ordinance. Consistency with the basic intent and purpose of this Zoning Ordinance.

Please see above - "Zoning District and Standards".

(3) Street System. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

This portion of Lakeshore Boulevard is classified as "Scenic Corridor" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are high. This portion of Ohio Street is classified as "Urban Local Street" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are low.

(4) Utilities and Services. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

There are no problems anticipated.

(5) Changed Conditions Since the Zoning Ordinance Was Adopted or Errors to the Zoning Ordinance. That conditions have changed since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.

No conditions have changed nor was there an error in the Zoning Ordinance.

(6) No Exclusionary Zoning**.** That the amendment will not be expected to result in exclusionary zoning.

The proposal will not result in exclusionary zoning.

(7) Environmental Features. If a rezoning is requested, compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The proposed zoning is compatible with site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

(8) Potential Land Uses and Impacts. If a rezoning is requested, compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

The proposed rezoning would be compatible with the adjacent parcel, and it currently has an existing driveway entrance for the adjacent parcel.

(9) Relationship to Surrounding Zoning Districts and Compliance with the Proposed District. If a rezoning is requested, the boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

The proposed zoning is the same as the surrounding zoning to the west and south of the site.

(10) Alternative Zoning Districts**.**
If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

Since the surrounding zoning district to the west and south of this site is M-U, the proposed zoning district is more appropriate than another zoning district.

(11) Rezoning Preferable to Text Amendment, Where Appropriate**.** If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

The rezoning is not being requested for a specific use.

(12) Isolated or Incompatible Zone Prohibited**.** If a rezoning is requested, the requested rezoning will not create an isolated or incompatible zone in the neighborhood.

The proposed rezoning is the same as the existing zoning district of the adjacent parcel.

(E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments.

The required notice of adoption shall include all of the following information:

(1) In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
(2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
(3) The effective date of the ordinance or amendment.

If the proposed zoning amendment is adopted by the City Commission the requirements of this section will be met.

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for

rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

This section is not applicable, as this is not a rezoning with conditions request.

Additional Comments:

The Planning Commission should consider the request, and the information provided in this analysis, and provide a recommendation to the City Commission.

Attachments:

1. Rezoning Application
2. Area Map
3. Block Map
4. Area Zoning Map
5. Future Land Use Map from the Master Plan
6. Proposed Zoning Map from the Master Plan
7. Photos of the site
8. Survey of the site
9. Publication Notice
10. *Rezoning Information for Planning Commissions* document

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

CITY OF MARQUETTE
REZONING APPLICATION

CITY STAFF USE

Parcel ID#: 0490040 File #: 01-REZ-04-21 Date: 2-25-21

Hearing Date: 4-6-21 Application Deadline (including all support material): 3-9-21

FEE $540 Receipt #:_____ Check #:_____ Received by and date: N/A City

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the following information:

- ☐ Planning Commission page for filing deadline and meeting schedule
- ☐ Section 54.1405 Zoning Ordinance Amendment Procedures from the Land Development Code

Please review the attached excerpts from the Land Development Code

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: City of Marquette

Address: 300 W Baraga Ave

City, State, Zip: Marquette, MI, 49855

Phone #: 906-225-8104

Email: shobbins@marquettemi.gov

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT/OWNERS REPRESENTATIVE

Name: Sean Hobbins

Address: 300 W Baraga Ave

City, State, Zip: Marquette, MI 49855

Phone #: 906-225-8104

Email: shobbins@marquettemi.gov

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

PROPERTY INFORMATION

Location (Street Address): Vacant Lakeshore Blvd Property Identification Number: 0490040

Size of property (frontage / depth / sq. ft. or acres): ~2100 sq ft

Current Zoning District: Municipal (M) Proposed Zoning District: Mixed-Use (M-U)

Surrounding Zoning Districts: North M East C/R South M-U West M-U

Legal Description: Attached with survey

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Marquette staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PHASING OF APPLICATION

Public hearings before the Planning Commission are held on the first meeting of the month only. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date.

The Marquette City Commission is also required to hold a public hearing and take final action on a rezoning request. This usually takes two City Commission meetings, one to schedule the public hearing and one to hold the public hearing.

SIGNATURE

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the attached excerpt of the Land Development Code and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that is does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff and the Planning Commission members to inspect the site.

Property Owner Signature: _____ Date: 02/24/21

Section 54.1405 Zoning Ordinance Amendment Procedures

(A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

(B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

(C) Amendment Review Procedures.

(1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with *Section 54.1406*. The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of a site considered for rezoning in the previous six (6) months.

(2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

(3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with *Section 54.1406*. If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an amendment to the Official Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.

(D) Standards of Review for Amendments. In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Commission may also take into account other factors or considerations that are applicable to the application but are not listed below.

(1) Master Plan. Consistency with the recommendations, goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan

was adopted, consistency with recent development trends in the area shall be considered.

(2) **Intent and Purpose of the Zoning Ordinance.** Consistency with the basic intent and purpose of this Zoning Ordinance.

(3) **Street System.** The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

(4) **Utilities and Services.** The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

(5) **Changed Conditions Since the Zoning Ordinance Was Adopted or Errors to the Zoning Ordinance.** That conditions have changed since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.

(6) **No Exclusionary Zoning.** That the amendment will not be expected to result in exclusionary zoning.

(7) **Environmental Features.** If a rezoning is requested, compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

(8) **Potential Land Uses and Impacts.** If a rezoning is requested, compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

(9) **Relationship to Surrounding Zoning Districts and Compliance with the Proposed District.** If a rezoning is requested, the boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

(10) **Alternative Zoning Districts.** If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

(11) **Rezoning Preferable to Text Amendment, Where Appropriate.** If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

(12) **Isolated or Incompatible Zone Prohibited.** If a rezoning is requested, the requested rezoning will not create an isolated or incompatible zone in the neighborhood.

(E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice

shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments. The required notice of adoption shall include all of the following information:

(1) In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."

(2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).

(3) The effective date of the ordinance or amendment.

(F) Protest Petition of Amendment. An amendment under this Chapter is subject to a protest petition in accordance with Section 403 of the Michigan Zoning Enabling Act, PA 110 of 2006 (as amended), summarized as follows:

(1) Petition Submittal Requirements. The protest petition shall be presented to the City Commission before final legislative action on the amendment, and shall be signed by one (1) or more of the following:

(a) The owners of at least 20% of the area of land included in the proposed change. Publicly owned land shall be excluded in calculating the 20% land area.

(b) The owners of at least 20% of the area of land included within an area extending outward 100 feet from any point on the boundary of the land included in the proposed change. Publicly owned land shall be excluded in calculating the 20% land area.

(2) Vote. If a protest petition is filed, approval of the amendment to this Ordinance shall require a 2/3 vote of the City Commission.

(G) Referendum. Within thirty (30) days following the passage of the Zoning Ordinance, a petition signed by a number of registered electors may be filed with the City Clerk requesting submission of this Ordinance or part of this Ordinance to the electors for their approval, in accordance with Section 402 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended. Whenever there is a conflict between this section of the Zoning Ordinance or P.A. 110 of 2006, as amended, the provisions of P.A. 110 of 2006, as amended, shall govern.

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such

conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

(1) Conditional Rezoning Agreement. The conditions attached to the rezoning shall be set forth by submitting a conditional rezoning agreement listing the proposed conditions. A conditional rezoning agreement shall contain the following information:

(a) A statement acknowledging that the rezoning with conditions was proposed by the applicant 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 agreement and acknowledgment 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.

(b) Agreement and understanding that the property in question shall not be developed or used in a manner inconsistent with the conditional rezoning agreement.

(c) Agreement and understanding that the approval and conditional rezoning agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.

(d) The date upon which the rezoning with conditions becomes void, as specified in *Section 54.1405(H)(3)*, below. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

(e) Agreement and understanding that, if a rezoning with conditions becomes void in the manner provided in *Section 54.1405(H)(3)*, below, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.

(f) Agreement and understanding that each of the requirements and conditions in the conditional rezoning 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.

(g) A legal description of the property affected by the rezoning with conditions.

(h) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, lighting, landscaping etc.

(i) Revocation of approval provisions returning the property to its original zoning designation if the developer violates the terms of the agreement.

(j) A conditional rezoning agreement may contain a conditional rezoning plan as an attachment, with such detail and inclusions proposed by the applicant and approved by the City Commission in accordance with this Section, following recommendation by the Planning Commission. Inclusion of a conditional rezoning plan as an attachment to a conditional rezoning agreement shall not replace the requirement for Preliminary and Final Site Plan, Subdivision, Condominium, or Special Land Use review and approval, as the case may be.

(2) Amendment to Conditional Rezoning Agreement. A proposed amendment to a conditional rezoning agreement shall be reviewed and approved in the same manner as a new rezoning with conditions.

(3) Period of Approval. Unless extended by the City Commission for good cause, the rezoning with conditions shall expire following a period of two (2) years from the effective date of the rezoning unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

(a) Expiration or Extension. In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. The landowner may apply for a one (1) year extension one (1) time. The request must be submitted to the Zoning Administrator before the two (2) year time limit expires. The landowner must provide to the City Commission good cause as to why the extension should be granted. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

(b) Effect of Expiration. If the rezoning with conditions becomes void in the manner provided in this section, either or both of the following actions may be taken:

(i) The property owner may seek a new rezoning of the property; and/or

(ii) Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

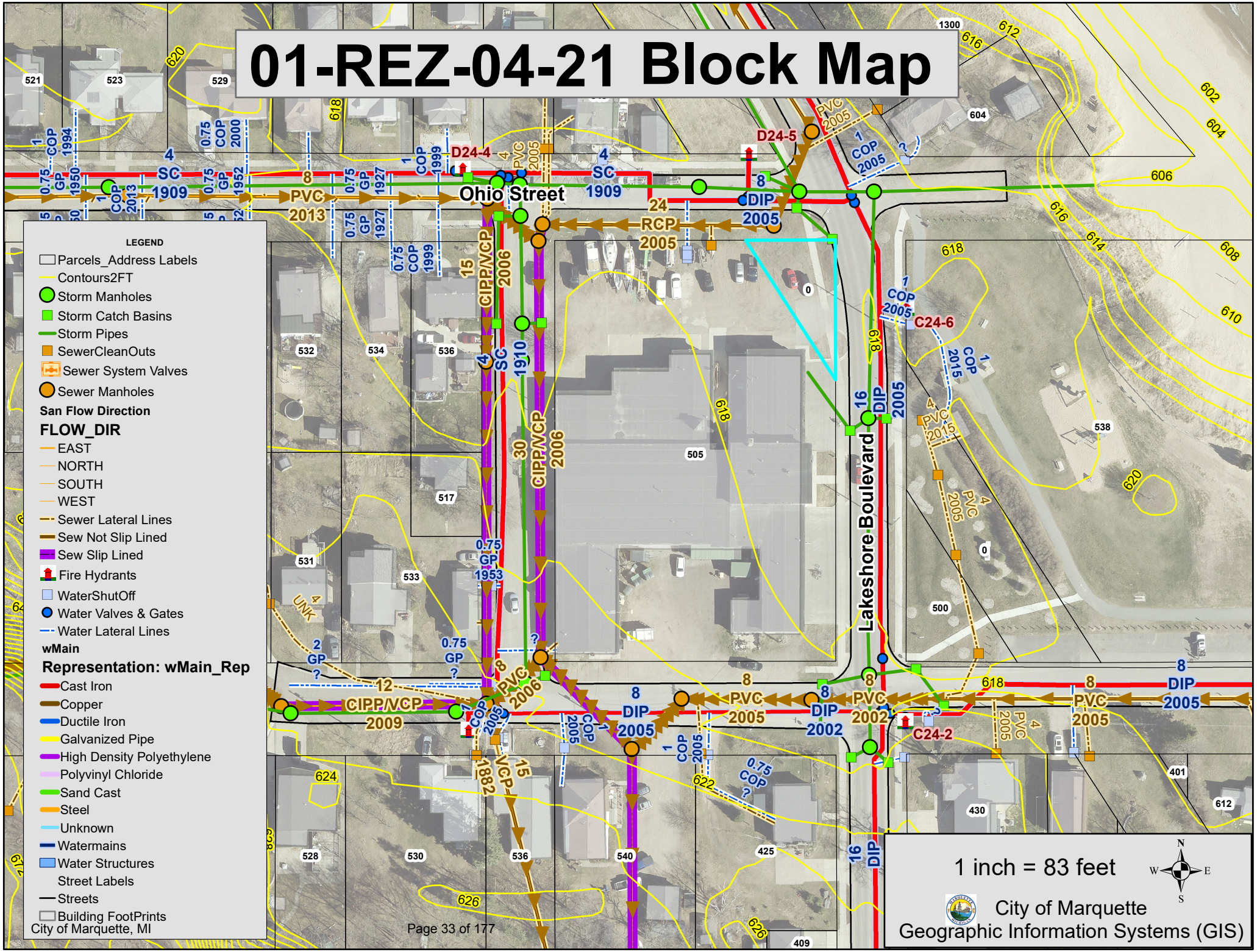
(4) Zoning Map. If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned accompanied by a reference to "CR Conditional Rezoning." The Zoning Map shall specify the new zoning district plus a reference to CR. By way of example, the zoning classification of the property may be "CBD Central Business District with CR Conditional Rezoning," with a Zoning Map designation of "CBD CR."

(5) Review and Approval Process. An application for a rezoning with conditions shall be reviewed following the same process and procedures applicable to a rezoning set forth in *Section 54.1405(C)*, with the exception that the conditional rezoning agreement shall be

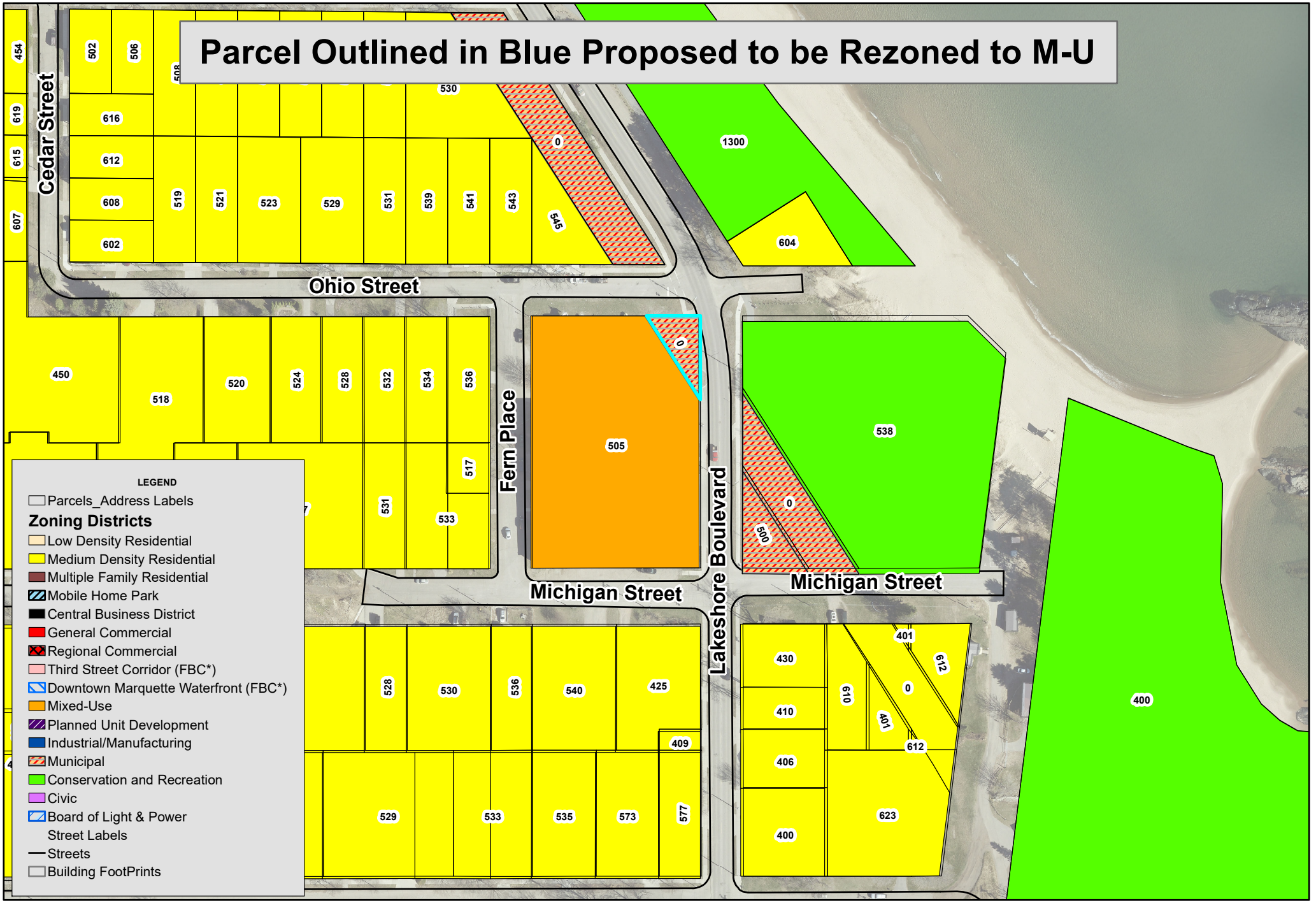
executed between the applicant and the City Commission at the time of City Commission approval of a rezoning with conditions.

(6) Recordation of a Conditional Rezoning Agreement. A rezoning with conditions shall become effective following publication in the manner provided by law, and after the conditional rezoning agreement is recorded with the County Register of Deeds.


01-REZ-04-21 Area Map
Prospect St
Cedar Street
Alley
Hewitt Avenue
Ohio Street
Ohio Street
Fern Place
Cedar Street
Arch Street
Lakeshore Boulevard
Ridge Street
LEGEND
Parcels_Address Labels
Contours2FT
Street Labels
Streets
Building FootPrints
City of Marquette, MI
1 inch = 250 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


01-REZ-04-21 Block Map
Ohio Street
Lakeshore Boulevard
LEGEND
Parcels_Address Labels
Contours2FT
Storm Manholes
Storm Catch Basins
Storm Pipes
SewerCleanOuts
Sewer System Valves
Sewer Manholes
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sew Not Slip Lined
Sew Slip Lined
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
wMain
Representation: wMain_Rep
Cast Iron
Copper
Ductile Iron
Galvanized Pipe
High Density Polyethylene
Polyvinyl Chloride
Sand Cast
Steel
Unknown
Watermains
Water Structures
Street Labels
Streets
Building FootPrints
City of Marquette, MI
1 inch = 83 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)

Parcel Outlined in Blue Proposed to be Rezoned to M-U



In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

N W E S

1 inch = 145 feet

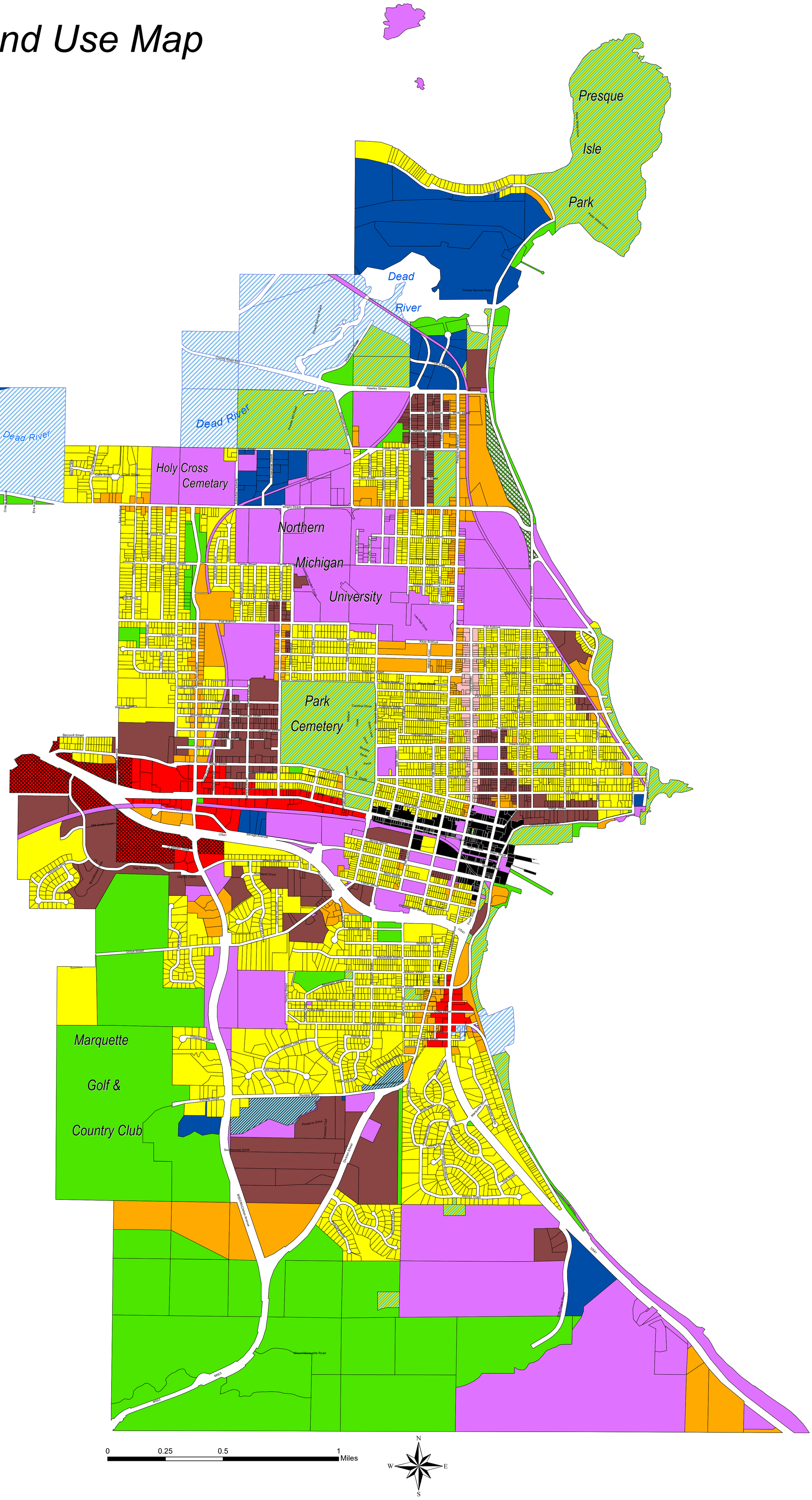
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map

Future Land Use

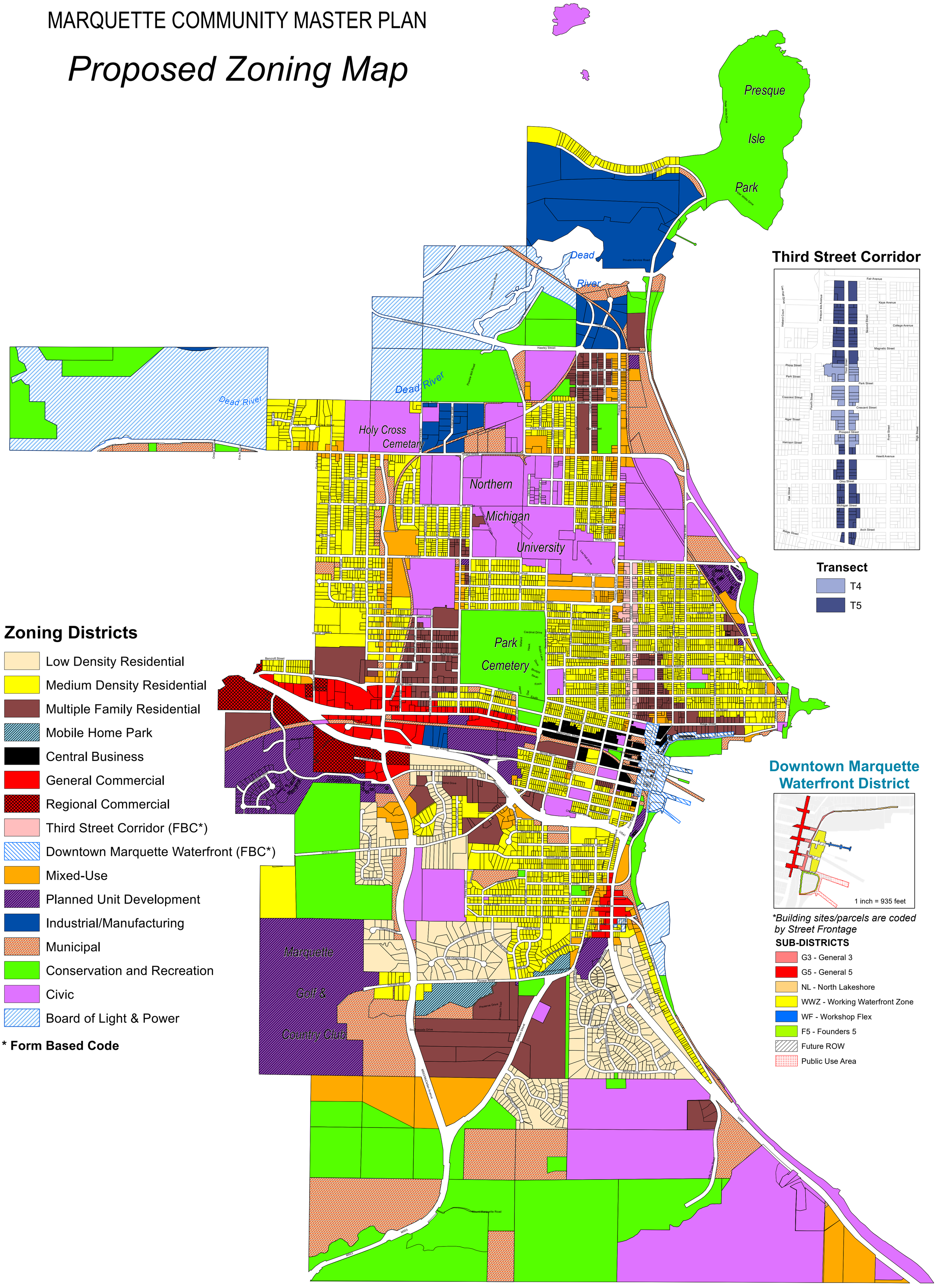
Human Activity Types:

- Single Family Residential
- MultipleFamily Residential
- Mobile Home Park
- Central Commercial
- General Commercial
- Regional Commercial
- Third Street Corridor
- Mixed Use
- Industrial/Manufacturing
- Conservation and Recreation
- Parks
- Civic
- Board of Light & Power
- Lake Shore Blvd Relocation



MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

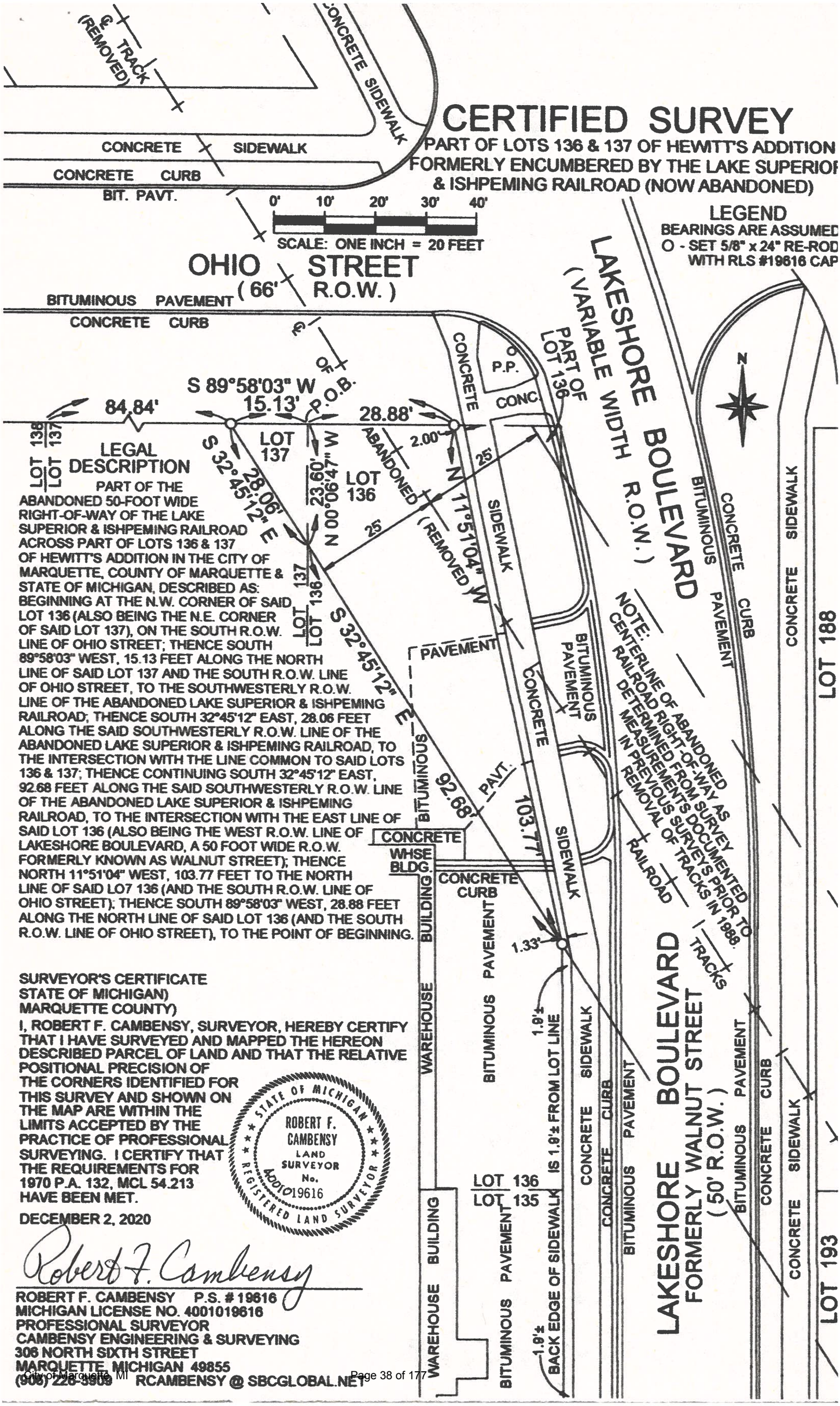



03/23/2021 14:21


STOP
03/23/2021 14:21


STOP
03/23/2021 14:22


03/23/2021 14:21



LEGAL DESCRIPTION

PART OF THE ABANDONED 50-FOOT WIDE RIGHT-OF-WAY OF THE LAKE SUPERIOR & ISHPEMING RAILROAD ACROSS PART OF LOTS 136 & 137 OF HEWITT'S ADDITION IN THE CITY OF MARQUETTE, COUNTY OF MARQUETTE & STATE OF MICHIGAN, DESCRIBED AS: BEGINNING AT THE N.W. CORNER OF SAID LOT 136 (ALSO BEING THE N.E. CORNER OF SAID LOT 137), ON THE SOUTH R.O.W. LINE OF OHIO STREET; THENCE SOUTH 89°58'03" WEST, 15.13 FEET ALONG THE NORTH LINE OF SAID LOT 137 AND THE SOUTH R.O.W. LINE OF OHIO STREET, TO THE SOUTHWESTERLY R.O.W. LINE OF THE ABANDONED LAKE SUPERIOR & ISHPEMING RAILROAD; THENCE SOUTH 32°45'12" EAST, 28.06 FEET ALONG THE SAID SOUTHWESTERLY R.O.W. LINE OF THE ABANDONED LAKE SUPERIOR & ISHPEMING RAILROAD, TO THE INTERSECTION WITH THE LINE COMMON TO SAID LOTS 136 & 137; THENCE CONTINUING SOUTH 32°45'12" EAST, 92.68 FEET ALONG THE SAID SOUTHWESTERLY R.O.W. LINE OF THE ABANDONED LAKE SUPERIOR & ISHPEMING RAILROAD, TO THE INTERSECTION WITH THE EAST LINE OF SAID LOT 136 (ALSO BEING THE WEST R.O.W. LINE OF LAKESHORE BOULEVARD, A 50 FOOT WIDE R.O.W. FORMERLY KNOWN AS WALNUT STREET); THENCE NORTH 11°51'04" WEST, 103.77 FEET TO THE NORTH LINE OF SAID LO7 136 (AND THE SOUTH R.O.W. LINE OF OHIO STREET); THENCE SOUTH 89°58'03" WEST, 28.88 FEET ALONG THE NORTH LINE OF SAID LOT 136 (AND THE SOUTH R.O.W. LINE OF OHIO STREET), TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE
STATE OF MICHIGAN)
MARQUETTE COUNTY)

I, ROBERT F. CAMBENSY, SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREON DESCRIBED PARCEL 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. I CERTIFY THAT THE REQUIREMENTS FOR 1970 P.A. 132, MCL 54.213 HAVE BEEN MET.

STATE OF MICHIGAN
ROBERT F. CAMBENSY
LAND SURVEYOR
No. 4001019616
REGISTERED LAND SURVEYOR

DECEMBER 2, 2020

Robert F. Cambensy

ROBERT F. CAMBENSY P.S. # 19616
MICHIGAN LICENSE NO. 4001019616
PROFESSIONAL SURVEYOR
CAMBENSY ENGINEERING & SURVEYING
306 NORTH SIXTH STREET
MARQUETTE, MICHIGAN 49855
(906) 226-3909 RCAMBENSY @ SBCGLOBAL.NET

Local

Meeting ID: 811 9409 0557
Passcode: 130048

Superiorland Yesterdays

EDITOR'S NOTE: Superiorland Yesterdays is prepared by the reference staff at the Peter White Public Library in Marquette.

30 years ago

MARQUETTE – The memory of John Voelker - Robert Traver to his literary fans - will live on through the John D. Voelker Foundation. The foundation was formed last year by two Lansing attorneys and Voelker admirers, Richard Vander Veen and Frederick Baker. The foundation, a non-profit Michigan corporation, will honor Voelker's contributions to American literature and raise funds to provide legal services to the disadvantaged. The fund will also grand legal education scholarships in Voelker's name. To aid in fund-raising for the foundation, a signed, limited edition of "Laughing Whitefish," Voelker's only historical novel, is being offered for $150. Only 300 hardbound copies are available.

60 years ago

MARQUETTE – The Marquette-Alger District Nurses Association will meet tonight at 8 in St. Mary's Hospital. Dr. Joseph McCarthy, psychiatrist at the Upper Peninsula Adult Mental Health Clinic here, will be the speaker. He will talk about operation of the clinic. Sixteen seniors in St. Luke's Hospital School of Nursing will be guests at the meeting. Hostesses will be Gloria Jernstad, chairman, and Evelyn Ickes, Mary Hogan, Mary Deasy and Lillie Olson. All nurses are invited to attend.

Dion Street

- 2:02 a.m., property inspections, North Marquette
- 2:31 p.m., property inspection, 1200 block West

NOTICE OF PUBLIC HEARING

The Board of County Road Commissioners of Marquette County, Michigan will hold a Public Hearing on Monday, April 19, 2021 at 6:15 p.m. at the Marquette County Road Commission Office located at 1610 N. Second Street, Ishpeming, Michigan.

The purpose of this Public Hearing is to review and discuss the FY 2021 Highway Infrastructure Program COVID Relief Funding program, and discuss possible projects for future years.

This meeting will be held ELECTRONICALLY due to the Covid-19 Pandemic, as permitted under Governor Witmer's Executive Order suspending the requirements of the Open Meeting Act.

Instructions for electronic public participation in this meeting are available on our website, "Marquette County Road Commission" or by calling 486-4491 between 8 am - 4 pm, Monday-Friday. If calling after hours, please leave a voice mail which includes your telephone number at extension O and a return call will be made by April 19, 2021.

Interpreter services are available upon request, with a seven day advance notice to MCRCAdmin@marqroad.org or by calling (906) 486-4491.

Minutes for the above meeting will be filed and available for public use at the Road Commission Office during normal operating hours.

MARQUETTE COUNTY ROAD COMMISSION

PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing on the following matter at their regular meeting scheduled for 6:00 P.M. on Tuesday, **April 6, 2021**:

01-REZ-04-21 – Vacant Land on Lakeshore Blvd (PIN: 0490040) City of Marquette is requesting to rezone vacant property located on Lakeshore Blvd that is zoned Municipal (M) to be zoned Mixed-Use (M-U). Legal Description of the property - Abandoned 50-ft wide right-of-way of the Lake Superior & Ishpeming Railroad (LS&I) across part of Lots 136 & 137 of Hewitt's Addition in the City of Marquette, County of Marquette & State of Michigan, Described as: Beginning at the N.W. Corner of said Lot 136 (also being the N.E. corner of said lot 137), on the South R.O.W line of Ohio Street; Thence South 89°58'03" West, 15.13 Feet along the North line of said Lot 137 and the South R.O.W. line of Ohio Street, to the Southwesterly R.O.W. line of the abandoned LS&I Railroad; Thence South 32°45'12" East, 28.06 Feet along the said Southwesterly R.O.W. line of the abandoned LS&I Railroad, to the intersection with the line common to said lots 136 & 137; Thence continuing South 32°45'12" East, 92.68 Feet along the said Southwesterly R.O.W line of the abandoned LS&I Railroad, to the intersection with the East line of said Lot 136 (also being the West R.O.W. Line of Lakeshore Boulevard, a 50-Foot wide R.O.W. formerly known as Walnut Street); Thence North 11°51'04" West, 103.77 Feet to the North line of said Lot 136 (and the South R.O.W. line of Ohio Street); Thence South 89°58'03" West, 28.88 Feet along the North Line of said Lot 136 (and the south R.O.W. line of Ohio Street), to the Point of Beginning.

The public hearing for this request will begin at 6:00 p.m. on Thursday, **April 6, 2021**, and the meeting will be held virtually with Commission members and Staff attending remotely. This meeting will be streamed on the City of Marquette YouTube channel, at **https://www.youtube.com/user/CityofMarquetteGov**. Please note that the YouTube livestream will have at least a 20 second delay, and that anyone that wishes to offer public comment via Zoom (directions are provided below) will need to open the livestream to follow along while they wait to enter the meeting. In order to offer a live video comment, you must visit: **https://us02web.zoom.us/j/86777369726**. Members of the public wishing to call in and make a comment over the phone will need to call 312-626-6799 and enter the meeting ID (867 7736 9726).

Written comments, prior to the meeting, may be submitted to the Community Development Department located at 1100 Wright St., Marquette, Michigan 49855 or e-mail **alanders@marquettemi.gov**. Materials relating to this request may be viewed at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday, however, please call 906.225.8383 to schedule an appointment. You can also request to have the materials submitted by the applicant e-mailed to you by e-mailing alanders@marquettemi.gov. If you have a disability and require assistance to participate, please provide advance notice.

Andrea M. Landers
Zoning Official
alanders@marquettemi.gov
225-8383

Rezoning

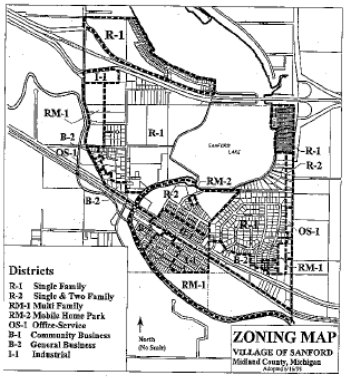
- The main question that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific land use is proposed then an additional question must also be answered: *"Are the uses permitted in the existing zone reasonable?"*
- Failing to follow notice requirements may result in a Court invalidating the amendment.

20

Rezoning Factors to Consider

RE: Question One (previous page)

- Would rezoning be consistent with other zones and land uses in the area?
- Is the proposed rezoning consistent with the trend of development in that area?
- Are uses in the proposed zone equally or better suited to the area than the current uses?
- Is the proposed rezoning consistent with both the policies and uses proposed for that area in the master plan?



21

Rezoning Factors to Consider

RE: Question Two (previous page)

- Is the proposed use compatible with uses in the existing district? If so, would it be more appropriate to amend the text of the ordinance to add the proposed use to the existing district as a use permitted by right, or by special permit, or by planned unit development than to rezone?
- Is another district, different than the one requested, more appropriate in this location?

22

SPOT ZONING



Characteristics

- Typically a single parcel zoned for uses that are quite dissimilar from the zoning of lands around it.
- Typically small in area.
- Typically grants a right to use land that is not enjoyed by similarly situated adjacent parcels.
- Most important, it is typically inconsistent with the future land use plan and the policies of the master plan.

Result

- Typically ruled invalid if challenged in court.

23

Agenda Date: 4/12/2021

Consent Agenda
Seamless HRA Plan Document

BACKGROUND:

The City of Marquette purchases a high deductible group health insurance plan from Blue Cross Blue Shield of Michigan. The City contracts with 44North to self-fund a Medical Reimbursement Arrangement (MRA) Plan to lower the cost to employees for deductibles and copayments associated with medical care. By self-funding this "seamless wrap" the cost of the carrier plan is much more favorable to the City and savings are able to be passed on to participating employees and retirees.

The attached Plan Document is effective Jan 1, 2021 and is for the 44North Seamless HRA. This document is updated annually or mid-year if any changes are made to the plan. Because we had a Police Department management retiree turn 65 but not qualify for Medicare the way other employees normally would, 44North established a new division for retirees age 65 and older that don't qualify for Medicare.

The City budgets annually for full-time employees at the hard cap rate established by law 2011 Public Act 152 for medical benefit plan coverage. Employees pay the cost of the plan above what the City funds through premiums in addition to the associated plan deductibles and copayments for services. The cost of retiree health insurance is dependent on when the person retired and other factors.

FISCAL EFFECT:

Adequate funding is available in the FY 2021 budget to cover the Employer's share of the health insurance costs associated with the 44North Seamless HRA.

RECOMMENDATION:

Approve the Medical Reimbursement Arrangement Plan Document effective Jan. 1, 2021 regarding the 44North Seamless HRA, and authorize the City Manager or his designee to sign and execute the document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

City of Marquette MRADOC 01-01-2021

City of Marquette

Medical Reimbursement Arrangement Plan, (MRA)

Seamless Plan Document

Amended January 01, 2021

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Plan Purpose

The Name of this Plan is Medical Reimbursement Arrangement Plan, established by the Employer, City of Marquette, whose address is 300 West Baraga Avenue, Marquette MI 49855. For more information on the Plan Sponsor, see Administrative Facts section. The effective date of this Plan is Thursday, November 01, 2012.

City of Marquette hereby establishes the City of Marquette Medical Reimbursement Arrangement (MRA) Plan (the Plan) effective, Thursday, November 01, 2012. This Plan is integrated with the City of Marquette High-Deductible Health Coverage Plan (the HDHC Plan) and shall be administered accordingly. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Section I.

The purpose of the Plan is to allow Employees of the Employer to pay for medical services not otherwise reimbursed or reimbursable in full by any other accident or health plan and such reimbursements are intended to be eligible for exclusion from Participants' gross income under Code §105(b). This plan is intended to be an employer-provided Medical Reimbursement Plan under Code §105 and §106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech Rel. 2013-3, through integration with the HDHC Plan. This Plan and the HDHC Plan shall be interpreted to accomplish these objectives.

Table of Contents

Section I 8

Definitions 8

Section II 13

Participation in the Plan 13

Commencement of Participation 13

Procedure for and Effect of Participation 13

Election to Suspend MRA Account 13

Permanent Opt-Out 14

Cessation of Participation 14

Change in Enrollment 15

Section III 15

Benefits 15

Benefit Credits 15

Election of Benefits 15

Coordination of Benefits 15

Nature of Participant Medical Reimbursement Arrangement account 16

Provision of Benefits 16

Additional Benefits 16

Revocation and Modification of Elections 16

Reimbursements 17

Nondiscrimination 17

Termination of Employment 18

Forfeiture 18

Participation Following Termination of Employment or Loss of Eligibility 18

Participation While on FMLA Leave 18
Uniformed Service under USERRA 18
Non-FMLA and Non-USERRA Leaves of Absence 19
Claims Appeals 19
Section IV 20
Administration 20
Enrollment 20
Administrator 20
Plan Year 20
Name of Plan and Employer Plan Identification Numbers 20
Service of Legal Process 20
Classification and Funding 20
Third-Party Administrator 20
Named Fiduciary 21
Rules of Administration 21
Services to the Plan 21
Funding Policy 21
Claims Procedure 22
Overpayments or Errors 24
Nondiscriminatory Operation 24
Liability of Administrative Personnel 24
Participant’s Health Information 24
Certification Requirement 25
Electronic Data Security Obligations 26
Permitted Uses and Disclosures 27
Marketing 29

Prohibited Uses and Disclosures 30
Underwriting 30
Verification 31
Breach Notification 31
Section V 31
Continuation of Coverage 31
In General 31
Continuation of Coverage 31
Type of Coverage 32
You may have other options available when you lose group health coverage 32
Coverage Period 32
Contribution 33
Notification by Qualified Beneficiary 34
Notification Procedure 34
Notification to Qualified Beneficiary 35
Section VI 35
Definitions 35
Section VII 37
Miscellaneous 37
Amendment and Termination 37
Effect of Plan on Employment 37
Alienation of Benefits 37
Facility of Payment 37
Proof of Claim 37
Status of Benefits 38

Applicable Law 38
Lost Distributees 38
Source of Payments 38
Plan Provisions Controlling 38
Severability 38
Heirs and Assigns 38
Headings and Captions 39
Tax Effects 39
Multiple Functions 39
Gender and Form 39
Prior Calendar Year Claims 39
No Reversion to Employer 39
Schedule A 41
Schedule of Benefits 41
ACTIVES – with UP Blue 41
CORE Purchase Plan – Division 0021 41
ACTIVES – with UP Blue 43
BUY-UP Purchase Plan – Division 0022 43
ACTIVES – with UP Blue and Flat MRA 45
Part A - BUY-DOWN Purchase Plan – Division 0023 45
ACTIVES – with UP Blue and without Flat MRA 47
Part B - BUY-DOWN Purchase Plan – Division 0023 47
POST-65 RETIREES – with UP Blue 49
Management RETIREES (Non-Medicare) 49
BCBS Purchase Plan – Division 0024 49
HOUSING COMMISSION – with UP Blue 51

BCBS Purchase Plan – Division 0004 51
LIBRARY EMPLOYEES CORE PLAN – with UP Blue 53
BCBS Purchase Plan – Division 0005 53
LIBRARY EMPLOYEES BUY-UP PLAN – with UP Blue 55
BCBS Purchase Plan – Division 0002 55
PRE-65 RETIREES – with UP Blue 57
Management RETIREES (Non-Medicare) 57
BCBS Purchase Plan – Division 0018 57
PRE-65 RETIREES – with UP Blue 59
Union RETIREES (Non-Medicare) 59
BCBS Purchase Plan – Division 0019 59

Section I

Definitions

The following words and pMRAses as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

“Affiliated Company” means:

A. Any corporation which is a member of a controlled group of corporations including those within the meaning of section 1563(a) and 414(b) of the Code, determined without regard to sections 1563(a)(4) and (e)(3)(C), including the employer;

B. Any organization under common control with the employer within the meaning of section 414(c) of the Code;

C. Any organization which is included with the employer in an affiliated service group within the meaning of section 414(m) of the Code; or

D. Any other entity required to be aggregated with the employer pursuant to regulations under section 414(o) of the Code.

“Benefit Credits” means:

The amounts set-aside for Benefits under Section 3 and credited to the participant’s Medical Reimbursement Arrangement account.

“**Benefits**” **means:**

The reimbursements of medical services for City of Marquette employees, as set forth in this Plan.

“**Board**” **means:**

The City Commission of the City of Marquette.

“Change in Status” means:

A. A change in a participant’s legal marital status, including marriage, divorce, legal separation, annulment, or death of the participant’s spouse.

B. An event affecting the number of the participant’s Dependents, including birth, death, adoption, and placement for adoption.

C. A change in employment status of the participant, his spouse or Dependents, including termination or commencement of employment (as determined under the Code Section 125 regulations); a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; or a change in the employment status of the participant, his spouse or dependent (e.g., hourly to salary, union to non-union, or full time to part time), that affects that person’s

rights under this Plan or an underlying benefit program (e.g., changing from salaried to hourly paid, union to non-union or part time from full time).

D. An event that causes a participant's Dependent to satisfy or cease to satisfy the eligibility requirements for a particular benefit, such as attaining a specified age.

E. A change in the residence of the participant, his spouse or Dependent.

F. The participant's or dependent's coverage under a Medicaid plan or under a state children's health insurance program is terminated as a result of loss of eligibility for such coverage and the participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage.

G. The participant or Dependent becomes eligible for state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan and the participant requests coverage under the group health plan not later than 60 days after the date the participant or dependent is determined to be eligible for such assistance.

H. Any other events included under Code Section 125, or regulations or other guidance promulgated there under relating to changes in family status. The determination of whether there is a Change in Status shall be determined by the Plan Administrator in its sole discretion, consistent with the regulations under Code Section 125.

I. A change in Medicare eligibility.

"COBRA" means:
The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means:
The Internal Revenue Code of 1986, and the same as may be amended from time to time.

"Committee" means:
The individuals who may be appointed by the Plan Administrator to administer the process of claims review for the Plan in accordance with Section 4.

"Dependent" means:
(a) A dependent as defined in Code §105(b), (b) any child (as defined in Code §152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (c) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year). Notwithstanding the foregoing, the MRA Account will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

“Effective Date” means:
Thursday, November 01, 2012.

"Electronic Protected Health Information":
Has the meaning described in 45 CFR §160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

“Eligible Employee/Retiree” means:
Any employee or retiree who is covered under the HDHC plan and who meets the eligibility requirement set forth: Any full-time employee who works at least 30 hours/week or more, along with their eligible dependents who are enrolled in the City's HDHC plan are eligible for this plan. Seasonal, temporary, or part-time employees who work less than 30 hours/week are ineligible for this Plan. Employees who have not reached the 1st of the month following their date of hire are ineligible for this Plan. Any employee who retires and meets the eligibility requirements under the City's policy and/or union contracts for retiree health insurance coverage may continue to be an active participant in the Plan during the period of continuous participation in the employer's HDHC plan.

“Eligible Medical Expense”:
(See “Expense” below.)

“Employee” means:
An individual whom the employer classifies as a common-law employee and who is on the employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or an individual classified by the employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the employer; (b) any individual who performs services for the employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation, including those deemed to be a more-than-2% shareholder by virtue of the Code §318 ownership attribution rules.

“Employer” means:
The City of Marquette and any other business organization, which succeeds to its business and elects to continue this Plan, which adopts this Plan with the consent of the Board.

"Employment Commencement Date" means:
The first regularly scheduled working day on which the employee first performs an hour of service for the employer for compensation.

“Enrollment Form" means:
The form provided by the Administrator for the purpose of allowing an eligible employee/retiree to participate in this Plan. The form may be in electronic format.

“Enrollment Period” means:
The period upon becoming an eligible employee/retiree. In addition, the Plan Administrator has specified another acceptable enrollment period, which is open enrollment during the month prior to Plan renewal and upon becoming an eligible employee.

“Entry Date” means:
The first pay-period following eligibility. Additional entry date(s) include(s) first day of month following date of hire.

“Expense” means:
Any amount incurred by a participant or his or her spouse or dependents for medical services, as defined in Code §213 (including, for example, amounts for certain hospital and doctor bills) only to the extent that the participant or other individual incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the HDHC Plan, other insurance, or any other accident or health plan. If only a portion of a medical care expense has been reimbursed elsewhere (e.g., because the HDHC Plan imposes co-payment or deductible limitations), the MRA Account may reimburse the remaining portion of such expense. A medical care expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Medical care expenses incurred before a participant first becomes covered by the Plan are not eligible. "Eligible Medical Expenses" shall not include (1) health insurance premiums for individual policies or for any other group health plan (including the HDHC Plan); (2) unprescribed medicines or drugs (other than insulin), without regard to whether such medicine or drug could be obtained without a prescription. The Plan Administrator shall have sole discretion to determine, on a uniform and consistent basis, whether a particular item is a medicine or drug subject to this rule and whether the requirement of a prescription has been satisfied. Please refer to “Schedule A” for medical care expenses eligible under this plan.

"FMLA" means:
The Family and Medical Leave Act of 1993, as amended.

"HDHC Plan" means:
The City of Marquette High-Deductible Health Coverage Plan.

“Highly Compensated Employee” means:
An individual defined under Code §105(h), as amended, as a "highly compensated individual."

"HIPAA" means:
The Health Insurance Portability and Accountability Act of 1997, which may be modified or amended at any time.

"Key Employee" means:
Any employee defined as such in section 416(i)(1) of the Code.

"**Maximum Benefit**" **means:**
The yearly maximum benefit.

"**Participant**" **means:**
Any eligible employee/retiree who has met the conditions for participation set forth in Section 2, below.

"**Participating Employer**" **means:**
The employer and any affiliated company, which adopts this Plan with the consent of the Board.

"**Plan**" **means:**
The Medical Reimbursement Arrangement Plan described herein.

"**Plan Year**" **means:**
The plan year will begin July 1st of each year and ends June 30th of each following year.

"**Qualified Benefits**" **means:**
Each reimbursement for medical services, as described in the document.

"**Qualified Medical Services**" **means**:
Means a medical service that is considered to be medically necessary or prescribed by a licensed practitioner which was not reimbursed or not reimbursable by any other medical benefit plan available to the participant, and includes only those medical services that are reimbursable by the employer's other Plans providing coverage for medical services. If coverage is provided by this Plan and under an accident and health plan providing similar benefits, the benefits of this Plan must be paid first from this Plan until all benefit credits are exhausted, and then from any other available accident and health plan. The eligible medical services must be supported by adequate evidence and submitted to the employer by the participant or his legal representative. The determination of the qualification of the medical service and the determination of the completeness of submitted request for reimbursement will rest solely on the employer, person, or persons appointed to review all claims. The employer's decision will be final.

"**Reimbursement**" **means:**
The actual transfer of benefit credits available to a Plan participant in the Medical Reimbursement Arrangement account, by the employer, for payment of qualified medical services. The reimbursement will be in the form of a check drawn on the funds of the employer, or in any other form as determined by the employer.

“Retiree” means:
Any retiree from the employer that is not Medicare eligible and meets the minimum retirement criteria of the City of Marquette.

“**Retirement**” **means:**
The voluntary withdrawal of active employment with the employer after attaining the minimum retirement age and years of service as defined by the employer.

“**Spouse**” **(as used in this Plan) means:**
An individual who is treated as a spouse for federal tax purposes.

"Suspension Election Form" means:
The form provided by the Administrator for the purpose of allowing a participant to suspend his or her MRA Account for a Plan year.

Section II

Participation in the Plan

Commencement of Participation
Each eligible employee/retiree shall be eligible to become a participant on his entry date.

Procedure for and Effect of Participation
An eligible employee/retiree may become a participant in the Plan by executing and submitting a properly completed enrollment form, available from the employer or Plan Administrator, and by providing such data as is reasonably required by the employer as a condition of such participation. The Enrollment Form shall identify the spouse and dependents, whose medical care expenses may be submitted to the MRA. The participant must notify the Administrator within 30 days if this information changes. Each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

Election to Suspend MRA Account
A participant may elect to suspend his or her MRA Account for any future Plan year by submitting a Suspension Election Form to the Administrator before the beginning of that Plan year. The participant's suspension election will remain in effect for the entire Plan year to which it applies, and the participant may not modify or revoke the election during that Plan year. The participant will not receive reimbursements for any medical care expenses incurred during the Plan year to which the suspension election applies.

If a participant suspends his or her MRA Account for a Plan year, the employer will suspend contributions to the MRA Account for that Plan year. Medical care expenses incurred before the beginning of the suspended Plan year will be reimbursed during the suspended Plan year, subject to the reimbursement procedures set forth in this plan, so long as no suspension election was in effect for the Plan year in which such expenses were incurred.

Permanent Opt-Out

In lieu of a temporary suspension of a participant's MRA Account, a participant may elect to permanently opt out of and waive future reimbursements from his or her MRA Account. A participant who makes that election will not receive reimbursements for any medical care expenses incurred after the opt-out election takes effect. Medical care expenses incurred before the opt-out election takes effect, however, may be reimbursed during the first Plan year to which the opt-out election applies, subject to the reimbursement procedures set forth in this plan, so long as no suspension election was in effect for the Plan year in which such expenses were incurred.

If a participant permanently opts out of this Plan, the employer will also discontinue contributions to the participant's MRA Account and the participant will have no opportunity to resume participation in the current plan year.

The opportunity to make a permanent opt-out election shall be offered to each participant at least annually. No similar offer shall be required at termination of employment because in that case the reimbursements are limited as outlined in Section III, Reimbursements.

Cessation of Participation

A participant will cease to be a participant as of the earlier of:

A. the date on which the Plan terminates;

B. the date on which he ceases to be an eligible employee/retiree because of a loss of coverage under the HDHC;

C. the date on which he fails to satisfy any requirement necessary to be an eligible employee/retiree other than coverage under the HDHC Plan, provided that participation may continue for purposes of COBRA coverage, as may be permitted by the Administrator on a uniform and consistent basis;

D. the date on which a Participating employee/retiree terminates its participation in the Plan;

E. the date a retiree or a retiree's qualified dependent becomes Medicare eligible.

Once an eligible employee is enrolled as a participant, his or her participation will continue until his or her participation ceases pursuant to the above or the participant elects to suspend or permanently opt-out. If a Plan participant fails to complete an election form for the upcoming Plan year, then the participant will be enrolled in the Core Plan offered by the employer, until changed by an approved Change of Status election. Retiree participants will maintain the same plan that was elected for the prior year.

Nothing in this section shall prohibit the payment of benefits with respect to claims arising prior to the participant's termination of participation long as no suspension

election or permanent opt-out was in effect for the Plan year in which such expenses were incurred.

Change in Enrollment

An eligible employee, who is not enrolled, may complete an enrollment form in connection with a change of status:

When a significant coverage is no longer available resulting in a loss of coverage under this Plan, a participant may change to another benefit option, if available, or cease enrollment.

Participants may make a change in benefit options that corresponds with changes made under an accident and health plan of the spouse's or dependent's employer including changes made under the plan of the employee's employer. The change request must be combined with adequate documentation describing the change in coverage for which the participant or dependent is covered.

Participants may make a change in coverage to add self or dependent that loses coverage under a health plan maintained or administered by a government or educational institution.

A retiree who opts out of the HDHC Plan for other coverage may reenter the Plan during open enrollment or in connection with a qualifying event. Retirees wishing to reenter the Plan following an opt out outside of open enrollment must provide documentation of the qualifying event.

Section III

Benefits

Benefit Credits

There shall be credited to each participant's Medical Reimbursement Arrangement account those benefit credits that correspond to the amount of the employer's funding for the complete Plan year or for such partial Plan year, as shown by the amounts set forth on Schedule A attached hereto, and as may be revised by the employer from time to time. The amount of benefits actually provided to or for the benefit of any participant shall be a charge to the balance of his Medical Reimbursement Arrangement account.

Election of Benefits

An eligible employee will automatically become a participant in the Plan if they enroll in the employer's HDHC Accident and Health Plan unless they elect to suspend or permanently opt out or fail to complete an enrollment form.

Coordination of Benefits

The MRA may only pay eligible medical expenses not previously reimbursed or for which you will not seek reimbursement from any other accident or health plan, cafeteria plan, or health insurance. If an eligible medical expense is payable or

reimbursable from another source, that other source must pay or reimburse prior to payment or reimbursement from the MRA. If only a portion of an eligible medical expense is reimbursable by another health plan (e.g., because of copayment or deductible requirements), the MRA can reimburse the remaining portion of the expense if it otherwise meets the requirements of the MRA. However, if eligible medical expenses are covered by both MRA and by a health flexible spending account (health FSA), the MRA will pay first, exhausting all available MRA Credits, before the health FSA may provide reimbursement.

Nature of Participant Medical Reimbursement Arrangement account

No money shall actually be allocated to any Reimbursement Account; any such Reimbursement Account shall be of a memorandum nature, maintained by the Plan Administrator for accounting purposes, and shall not be representative of any identifiable Trust assets. No interest will be credited to or paid on amounts credited to a Medical Reimbursement Arrangement account.

Provision of Benefits

The employer shall provide such benefits as the participant has elected under the Plan, in such amounts as do not exceed the amount indicated on the Schedule A of this Plan, and subject to employer contributions from time to time. Such benefits shall be subject to the provisions of this Plan, the Summary Plan Description, contract, or other arrangement setting forth the further terms and conditions pursuant to which such benefits are provided. No amount shall be applied to provide benefits under this Plan if such amount would exceed the balance of the participant's benefit credits in the Medical Reimbursement Arrangement account.

Additional Benefits

If at the end of any Plan year where there remain any unused benefit credits to the participant's Medical Reimbursement Arrangement account, and the participation of the participant is continuous, such total benefit credits will be forfeited.

Revocation and Modification of Elections

A. Once an eligible employee has elected benefits under the Plan and the Plan year has begun, he may not amend or revoke his election of benefits, unless there is a change in status or as may otherwise be permitted under this Section 3. The revocation of a designation of benefits and election of new benefits may be made by an eligible employee only if both the revocation of existing designation of benefits and election of new benefits are made on account of and consistent with the previously described change in status (except for coverage under COBRA as defined in Section 5.)

B. Change in Coverage.

A participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the employer of the participant's spouse, former spouse, or dependent's employer, if (a) the accident and health plan in which the spouse, former spouse, or dependent participates permits its participants to make an election change that would be permitted under

Treasury regulation Section 1.125-4(b) through (g); or (b) the participant's plan year period of coverage is different from the plan year period of coverage under the cafeteria plan or benefit plan of the plan in which the spouse, former spouse or dependent participates.

Where there is a judgment, decree, or order (including a qualified medical child support order resulting from a participant's divorce, annulment, legal separation, or change in custody, (a) a participant's election under this Plan may be changed to provide coverage for a dependent who is the participant's child if the Order requires such coverage, and (b) coverage of the dependent who is the participant's child may be revoked or changed if the Order requires someone other than the participant to provide such coverage.

If a participant, his spouse or dependent is entitled to special enrollment rights under a group health plan, as required by Code Sec. 9801(f) (i.e., HIPAA), then a participant may revoke a prior election for coverage under this Plan and make a new election, provided that the election corresponds with such special enrollment rights under the group health plan.

A participant entitled to make a new election under this Section 3 must do so within 30 days of the event or within 60 days of the change of status events (f) & (g) outlined in Section 1 above. Any such election shall apply for the balance of the Plan year in which the election is made unless a subsequent event (described in this Section 3) occurs.

Reimbursements

Except as otherwise provided in this plan, contract or arrangement established to provide Benefits of this Plan, reimbursement of Expenses shall be made at such time and in such amounts as are evidenced by submitted proof of incurring an eligible medical expense by the Employer or by any administrator appointed by the Employer, provided sufficient Benefit Credits are available in the account of the participant. No payment may be made for any medical expense incurred by the participant before the participant's effective date of coverage or incurred on or after the date of actual termination of participation. However, a terminated participant (or the participant's estate) may claim reimbursement for any eligible medical expenses incurred during the period from the beginning of the calendar year through the date of termination of participation, provided that the participant (or the participant's estate) files a claim within 90 days of the termination. Any reimbursements from the MRA Account for eligible medical expenses incurred after the date of termination will be made pursuant to a COBRA election. Provisions for reimbursement of expenses by the Employer will be determined by the Employer who is the sole source of payment of benefits.

Nondiscrimination

Benefits under the Plan shall not discriminate in favor of highly compensated employees nor shall the aggregate cost of the benefits provided to key employees exceed 25% of the aggregate of such cost for the benefits provided to all employees under the Plan. The employer may limit or deny any employee's participation in the

Plan to the extent necessary to avoid any such discrimination due to actuarial error in rate calculation.

Termination of Employment

An employee who retires and meets the age and service requirements during a Plan year in which he participates in this Plan and is not Medicare eligible may continue to be an active participant in the Plan during the period of continuous participation in the employer's HDHC plan

Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA Continuation is available for such participant.

Forfeiture

If the total benefit credits paid or reimbursed to a participant with respect to any Plan year are less than the benefit credits allocated, the unused portion shall be forfeited three months following an employee's date of termination of employment or participation in the plan. No payment may be made for any medical expense incurred by the participant after the date of actual termination of participation.

Participation Following Termination of Employment or Loss of Eligibility

If a participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days of the date of the termination of employment, the resulting break in employment will be disregarded for purposes of determining whether the employee is an eligible employee, and the rehired employee will be reinstated with the same MRA Account balance that such individual forfeited at termination, provided the individual is enrolled in the HDHC Plan and meets the other requirements to be an eligible employee (disregarding the break in employment). If an employee (whether or not a participant) terminates employment and is not rehired within 30 days or ceases to be an eligible employee for any other reason for more than 30 days (including, but not limited to, a reduction in hours or loss of HDHC Plan coverage), the employee's service before his or her loss of eligible employee status will not be taken into account when determining whether the employee has regained eligible employee status, so the employee will be required to complete the waiting period before again becoming eligible to participate in the Plan.

Participation While on FMLA Leave

Notwithstanding any provision to the contrary in this Plan, if a participant takes an unpaid leave of absence under the Family and Medical Leave Act of 1993 ("FMLA Leave"), then to the extent required by FMLA, the employer will continue to maintain the participant's benefits on the same terms and conditions as if the participant were still an active eligible employee.

Uniformed Service under USERRA

A participant who is absent from employment with the employer on account of being in "uniformed service", as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), will continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the participant fails to apply for reinstatement or to return to employment with the

employer. Benefit credits remaining at the time active employment ceases may be used as provided in the Plan except that no qualified medical expense will be considered for reimbursement when the cost of the medical service was available for payment or coverage by any other accident and health plan to which the participant is entitled. All unused benefit credits remaining in the Medical Reimbursement Arrangement account will be held in the account until such time as the employee returns to active employment, and then be available for reimbursement for qualified medical expenses. If such participant returns to active employment before the expiration of the 24-month period indicated above, the participant will be reinstated, provided the former participant also is reinstated in the employer's accident and health plan concurrently, and in the same manner as existed before the USERRA commenced. The employer will provide such benefit credits as would normally be provided to such participant during the remainder of the current Plan year. The employer or Plan Administrator shall determine the manner in which such benefit credits are applied to the participant's account at its sole discretion.

Non-FMLA and Non-USERRA Leaves of Absence

If a participant goes on an unpaid leave of absence that does not affect eligibility, the employer will continue to maintain the participant's benefits on the same terms and conditions as if the participant were still an active eligible employee. If a participant goes on an unpaid leave of absence that does affect eligibility, the participant will be treated as having terminated participation, and COBRA will be offered.

Claims Appeals

Participants have a right to appeal claim payment determinations. If participants disagree with any claim payment determination, then said participant must submit proof that a claim for benefits is covered and payable under the Plan's provisions; including (a) all facts and theories supporting the claim and (b) a statement referencing the relevant Plan provision. If the participant does so, it may be that some or the entire claim will be payable under the Plan. This Plan allows for two appeals of an adverse benefit determination. Each appeal provides full and fair review of an adverse determination. Participant will be provided free of charge with a complete description of the Plan's review procedures and the applicable time limits by contacting the Plan Administrator. Briefly, the claimant may file an appeal within 180 days following receipt of this notice, which must be in writing and addressed as follows: 44North, 1406 N. Mitchell St, Cadillac, MI 49601, Attn: Claims Appeals. If participant provides the Plan with all information needed to address the appeal, the Plan will respond to the appeal not later than 60 days after receipt of the appeal. Participants are entitled to receive, free of charge upon request, reasonable access to, and copies of, all documents, records, and other information relevant to a claim for benefits. If participants receive an adverse benefit determination following the final appeal, participants have the right to an external review with the Michigan Department of Insurance and Financial Services (DIFS) under the Patient's Right to Independent Review Act. An external review process shall be provided as legally required.

Section IV

Administration

Enrollment

An eligible employee may request participation in the Plan by completing the enrollment form supplied by the employer or Plan Administrator. No eligible employee may enroll in this Plan unless and until he concurrently enrolls at the same time, in the employer's HDHC accident and health plan.

Administrator

The employer shall be the Plan Administrator.

Plan Year

The first Plan year will begin July 1st of each year and ends June 30th of each following year.

Name of Plan and Employer Plan Identification Numbers

The name of this plan is the City of Marquette Seamless Medical Reimbursement Arrangement Plan.

The employer Identification Number (EIN) assigned to City of Marquette by the Internal Revenue Service (IRS) is 38-6004521. The Plan Number (PN) assigned to the MRA Plan by the employer is 510.

Service of Legal Process

The employer has designated the Plan Administrator as its agent for service of legal process in connection with claims under the Plan. Such process may be served on the employer by directing the process to the Plan Administrator indicated above.

Classification and Funding

The Plan is intended to be a Medical Reimbursement Arrangement as defined under IRS Notice 2002-45. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from Participant's gross income under Code §105(b). This Plan is intended to be an employer-provided Medical Reimbursement Plan under Code §§105 and 106 and regulations issued thereunder, and to satisfy the minimum value method of integration described in IRS Notice 2013-54 and DOL Tech. Rel. 2013-3, through integration with the HDHC Plan. This Plan and the HDHC Plan shall be interpreted to accomplish these objectives.

Third-Party Administrator

The Plan may from time to time employ the services of a Third-Party Administrator (TPA) for designated Plan administration, or other qualified professionals for Plan services, under the direction of the Plan Administrator.

The Plan has contracted with a TPA to administer benefits and process claims. The TPA merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid. Complete and proper claims for benefits

made by participants covered by the Plan will be promptly processed; however, in the event there are delays in processing claims, plan participants have no greater rights to interest or other remedies against the TPA except those permitted by law.

Named Fiduciary

The employer shall be the named fiduciary responsible for administration of the Plan. The employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration, which has been delegated by the employer, and any references to the employer shall instead apply to the delegate. However, if the employer assigns any of the employer's responsibility to an employee, it will not be considered a delegation of employer responsibility but rather how the employer internally is assigning responsibility.

Rules of Administration

The Plan Administrator is charged with the administration of the Plan and has certain discretionary authority with respect to the administration of the Plan. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them. The Plan Administrator has the discretionary authority to construe and interpret the Plan in order to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Plan. The Plan Administrator shall adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions, and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. The Plan Administrator shall prescribe procedures to be followed and the forms to be used by employees and participants to enroll and submit claims pursuant to this Plan and has the authority to request and receive from all employees and participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan. Records of administration of the Plan shall be kept, and participants and their beneficiaries may examine records pertaining directly to themselves.

Services to the Plan

The employer may contract for legal, actuarial, investment advisory, medical accounting, clerical and other services to carry out the provisions of the Plan. The costs of such services and other administrative expenses shall be paid by the employer.

Funding Policy

Each participant's benefits under the Plan shall be paid from employer's general assets. Nothing in the Plan shall be construed to require employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any participant, and no participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the employer from which

any payment under this Plan may be made. There is no trust or other fund from which benefits are paid.

Claims Procedure

The Plan Administrator will set up a Medical Reimbursement Arrangement account for you from which participating employees may be reimbursed for medical expense incurred. The method of substantiating the medical expenses you are required to pay will be determined by the Plan Administrator.

A. Within 30 days after receipt by the Third-Party Administrator, a reimbursement claim from a participant, the employer will reimburse the participant for the participant's eligible medical care expenses (if the Third-Party Administrator approves the claim), or the Third-Party Administrator will notify the participant that his or her claim has been denied. The 30-day time period may be extended for an additional 15 days for matters beyond the control of the Third-Party Administrator, including in cases where a reimbursement claim is incomplete. The Third-Party Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the participant 45 days in which to complete an incomplete reimbursement claim.

Claims Substantiation. A participant who seeks benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than 90 days following the close of the Plan year in which the medical care expense was incurred (claims received through the seamless feed will continue to process through the MRA as long as the carrier is paying them), setting forth-

- the individual(s) on whose behalf medical care expenses have been incurred;
- the nature and date of the medical care expenses so incurred;
- the amount of the requested reimbursement; and
- a statement that such medical care expenses have not otherwise been reimbursed and are not reimbursable through any other source, and that Health FSA coverage, if applicable, for such medical care expenses has been exhausted.

The application shall be accompanied by the HDHC Explanation of Benefits (EOB) along with bills, invoices, or other statements from an independent third party (e.g., a hospital, physician, or pharmacy) showing that the medical care expenses have been incurred and the amounts of such medical care expenses, together with any additional documentation that the Administrator may request. Except for the final reimbursement claim for a period of coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement total at least $5.

An Explanation of Benefits (EOB) will be generated for each claim processed, including but not limited to claims paid, claims adjusted and claims denied. The

EOB will be sent by first class mail, or email if Direct Deposit is elected or retrieved via the Member Portal on the Internet if there has been an election for paperless EOBs.

If a participant believes he has not been reimbursed in accordance with the Plan or has not been advised of his benefits, he may submit a written request to the Plan Administrator to provide either an explanation of how benefits are reimbursed or further information of his benefits. The Plan Administrator must respond to such a request within a reasonable time. Additionally, the Plan Administrator will provide to every claimant, who is denied a claim for benefits, a written notice stating in a format determined to be understood by the claimant:

(A) the specific reason or reasons for the denial;

(B) specific reference to pertinent plan provisions on which the denial is based;

(C) a description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and

(D) an explanation of the claim review procedure set forth in Paragraph B., below.

Such notice will be given within 30 days after the claim is received by the Claim Administrator (or within 45 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 30-day period). If such notification is not given within such period, the claims will be considered denied as of the last day of such period, and such person may then request a review of his claim, as set forth in subsection B., below.

B. Within 180 days of receipt by a claimant of a notice denying a claim under Paragraph A., the claimant or his duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator, or by the committee which may be appointed by the employer for that purpose. The Claim Administrator or committee may extend the 180-day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Claim Administrator or committee shall make a decision promptly, and not later than 60 days after the Plan Administrator’s receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within such period, the claim will be considered denied.

C. City of Marquette also permits electronic reimbursement of medical expenses by direct deposit into the bank account of the participant's choice. Participants must

complete a Direct Deposit Authorization Form and can change their bank account of choice at any time by submitting a new Direct Deposit Authorization Form. By using direct deposit, a participant will have the convenience of not needing to wait for a check to arrive, or be deposited, to pay providers for eligible expenses. A notice that a direct deposit was made will be sent by email

Overpayments or Errors

If it is later determined that the participant and/or the participant's spouse or dependent(s) received an overpayment or a payment was made in error, whether it is due to a mistake as to the eligibility of participation or the allocations made to your MRA or an adjustment made by the HDHC, you will be required to refund the overpayment or erroneous reimbursement to the MRA Plan.

If the overpayment or erroneous payment is not refunded, the MRA Plan and the employer reserve the right to offset future reimbursement equal to the overpayment or erroneous payment or, if that is not feasible, to withhold such funds from your compensation.

Nondiscriminatory Operation

All rules, decisions, and designations by the employer, Claim Administrator, and each committee under the Plan shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike.

Liability of Administrative Personnel

Neither the employer nor any of its employees shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Participant's Health Information

THE FOLLOWING DESCRIBES HOW MEDICAL INFORMATION ABOUT PLAN PARTICIPANTS MAY BE USED AND DISCLOSED AND HOW PLAN PARTICIPANTS CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As a Health Plan subject to HIPAA, the plan shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

The Protected Health Information (PHI) provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations ("Rules") and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH") include privacy

protections impacting handling of the group health plan medical or financial information that could identify an individual

Protected Health Information (PHI) is information created or received by plans subject to HIPAA that relates to the past, present or, future individual's physical or mental health condition (including genetic information as provided under the Genetic Information Nondiscrimination Act), the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper, or oral.

The Protected Health Information (PHI) provisions of HIPAA and its rules include privacy protections impacting group handling of health plan medical or financial information that could identify an individual. Individually identifiable information is protected whether it is in electronic, paper or oral format. The HIPAA rules give individuals control over health and financial information related to their health care. PHI may be used only for limited purposes without consent, and in many situations, only upon individual authorization. Regarding their own PHI, they have the right to:

A. Object to using information;

B. Gain access to information;

C. Change information; and

D. Obtain an accounting of any information disclosures.

An underlying principle of the rules is that the "minimum necessary" disclosure should be the standard when using or disclosing information in the normal course of treatment, payment, or health plan operations.

Participants in this plan are guaranteed access to their PHI and have the right to: (1) copy and amend health information; (2) receive an accounting of PHI uses; and (3) receive notices of health plans' privacy practices. Individuals have the right to request that PHI use and disclosure be restricted even for treatment and payment purposes.

Certification Requirement

The MRA shall disclose PHI, including Electronic PHI, to authorized employees of the employer only upon receipt of a certification by the employer that the employer agrees:

A. not to use or further disclose PHI other than as permitted or required by the Privacy Policy or as required by law;

B. to take reasonable steps to ensure that any agents to whom the employer provides PHI or Electronic PHI received from the Plan agree: (1) to the same restrictions and conditions that apply to the employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;

C. not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the employer other than another Health Plan;

D. to report to the Plan any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures, or any Security Incident, of which the employer becomes aware;

E. to make available PHI for inspection and copying in accordance with 45 CFR §164.524;

F. to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;

G. to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

H. to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Plan, available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Rule, the Breach Notification Rule, or the Security Rule;

I. if feasible, to return or destroy all PHI and Electronic PHI received from the Plan that the employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible and Electronic PHI;

J. to take reasonable steps to ensure that there is adequate separation between the Plan and the employer's activities in its role as Plan sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and

K. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the employer creates, receives, maintains, or transmits on behalf of the Plan.

Electronic Data Security Obligations

To the extent the Plan maintains electronic PHI, the Plan will:

A. Reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the employer on behalf of the Plan as required by the HIPAA Security Rules;

B. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the employer creates, receives, maintains, or transmits on behalf of the Plan;

C. Ensure that the separation is supported by reasonable and appropriate security measures;

D. Ensure that any agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate security measures to protect the electronic PHI; and

E. Report to the Plan any security incident involving PHI including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations of which it becomes aware.

Permitted Uses and Disclosures

The Plan places restrictions on the employer's use or disclosure of PHI received from the plan or an insurer. Insurers may determine what information will be available to the Plan.

Only Authorized employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of the Plan. The use or disclosure of PHI or Electronic PHI by Authorized employees shall be restricted to the Plan administration functions that the employer performs on behalf of the Plan.

The HIPAA Plan may disclose PHI to the Authorized employees of the Plan Sponsor only for limited purposes as defined in the HIPAA Privacy Rules. The Authorized employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the plan and agree to use and disclose PHI only as permitted or required by HIPAA. This includes:

A. Plan's own Payment and Health Care Operations functions including;

   1. Enrollment of eligible individuals;

   2. Eligibility determinations;

   3. Payment for coverage;

   4. Claim payment activities;

   5. Coordination of benefits; and

   6. Claims appeals.

B. Another HIPAA Health Plan's Payment and Health Care Operations functions;

C. Disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;

D. Disclosures to the employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;

E. Disclosures of a participant's, spouse's, or dependent's PHI to the participant or the dependent or his or her personal representative, as defined under 45 CFR §164.502(g);

F. Disclosures to a participant's, spouse's, or dependent's family members or friends involved in the participant's, spouse's, or dependent's health care or payment for the participant's, spouse's, or dependent's health care, or to notify a participant's, spouse's, or dependent's family in the event of an emergency or disaster relief situation;

G. Uses and disclosures to comply with workers' compensation laws;

H. Uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;

I. Disclosures to the Secretary of Health and Human Services to demonstrate the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;

J. Uses and disclosures for other governmental purposes, such as for national security purposes;

K. Uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;

L. Uses and disclosures to identify a decedent or cause of death, or for tissue donation purposes;

M. Uses and disclosures required by other applicable laws

N. Uses and disclosures pursuant to the participant's authorization that satisfies the requirements of 45 CFR §164.508

O. Enrollment of eligible individuals;

P. Eligibility determinations; and

Q. Payment for coverage;

The Plan will meet the minimum necessary uses and disclosures provisions of HIPAA for PHI. However, the minimum necessary provisions *do not apply* to the following:

A. Disclosures to or request by a health care provider for treatment purposes;

B. Disclosures to the individual who is the subject of the information;

C. Uses or disclosures made based on an authorization requested by the individual;

D. Uses or disclosures required for compliance with HIPAA's transaction standards (see 813);

E. Disclosures to HHS when the rule requires the disclosure of information for enforcement purpose; or

F. Uses or disclosures that are required by other laws.

Any uses or disclosures for which the covered entity has a valid authorization are exempt.

The Plan will require any agents, including subcontractors, to whom it provides PHI to agree to the same restrictions and conditions that apply to the Plan sponsor with respect to such information. The Plan sponsor will report to the Plan any use or disclosure of PHI it knows is other than as permitted by the Plan and HIPAA Regulations.

Marketing

The group health plan(s) and other covered entities, as defined by HIPAA, will not use or disclose PHI for marketing purposes without the individual's authorization, except for face-to-face communications with the individual or promotional gifts of nominal value.

Communications that are part of treatment or are about a plan's benefits, services or operations are excluded from the definition of marketing, even if they promote the use or sale of a service or product. Specifically excluded from the definition of marketing communications about:

A. Participating providers and health plans in a network, the services offered by a provider or the benefits covered by a health plan;

B. Treatment of the individual; and

C. Case management or care coordination for the individual, or directions or recommendations for alternative treatments, therapies, health care providers or settings of care to that individual.

This health plan is not engaging in marketing when it advises enrollees about other available health coverage that could enhance or substitute for existing health coverage. For example, if a child is about to age out of coverage under a family policy, the plan may send the family information about continuation coverage for the child. This exception does not extend to excepted benefits under HIPAA, such as accident-only policies or auto medical liability, nor to other lines of insurance.

It is not marketing for this plan to communicate about health-related products and services available only to plan enrollees or members that add value to but are not part

of a plan of benefits. To qualify for this exclusion, the communication must meet two conditions:

A. It must be health-related. For example, offers of discounts for eyeglasses may be considered part of plan benefits. This exclusion appears to include wellness programs that offer incentives to adopt healthy lifestyle behaviors.

B. It must offer an added value of plan membership and not merely be a pass-through of a discount or item available to the public at large.

For marketing activities permitted by an authorization, if there is remuneration, the marketing material must state that the entity making the communication is being paid by another entity.

Prohibited Uses and Disclosures

Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health information is prohibited in the following situations:

A. *Genetic Information*. Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility for benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.

B. *Employment-Related Actions*. Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.

C. *Other Benefits.* Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted above, shall not be a permitted use or disclosure.

Plan administration functions do not include functions performed by the Employer for employment-related functions.

The Authorized employees will be subject to disciplinary action and sanctions pursuant to the Employer’s employee discipline and termination procedures, for any use or disclosure of a Covered Individual’s Protected Health Information or Electronic Protected Health Information in breach, violation of, or noncompliance with the provisions of the Plan.

Underwriting

An insurer that receives protected group health plan information for underwriting, premium rating and other similar purpose – and that coverage is not placed with the insurer- cannot use or disclose the information for any purpose other than as required by law.

Verification

In any disclosure, other than those allowing the individual to agree or object, verification of the identity of anyone requesting PHI who is not known to the health plan or other covered entity must first occur.

If disclosure is conditional on documentation or statements from the person seeking PHI, that documentation or statement must be obtained before the PHI can be disclosed.

Breach Notification

Following the discovery of a breach of unsecured PHI, the Plan shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

Section V

Continuation of Coverage

In General

The following provisions shall apply to benefits provided to eligible employees and their dependents under the Plan, but only to the extent that the benefits selected pertain to health care and medical coverage. This coverage shall be continued pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) Title X (COBRA) unless the employer is exempt.

Continuation of Coverage

Notwithstanding any provision to the contrary in this Plan, To the extent required by COBRA, a qualified beneficiary who would lose coverage under this Plan as a result of a qualifying event is entitled to elect continuation coverage within the election period under this Plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required.

Except as otherwise specified in an election, any election by a qualified beneficiary who is a covered employee or spouse of the covered employee will be deemed to include an election for continuation coverage under this provision on behalf of any other qualified beneficiary who would lose coverage by reason of a qualifying event.

If this Plan provides a choice among the types of coverage under this Plan, each qualified beneficiary is entitled to make a separate selection among such types of coverage (i.e. single, family, etc.).

Employer elects NOT to allow continuation of any participant upon termination of employment. COBRA continuation is available for such participant.

Type of Coverage

Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a qualifying event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all qualified beneficiaries under this Plan in connection with such group.

You may have other options available when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

Coverage Period

The coverage under this provision will extend for at least the period beginning on the date of a qualifying event and ending not earlier than the earliest of the following:

A. in the case of a terminated employee (except for gross misconduct) or a covered employee whose hours have been reduced, except as provided in B. and C. below, and his covered dependents, the date which is 18 months after the qualifying event;

B. in the case of a qualified beneficiary disabled during the first 60 days following the covered employee's termination (except for gross misconduct) the date which is 29 months after the qualifying event, provided the qualified beneficiary provides the Plan Administrator with notice of Social Security disability determination within 60 days of the disability determination and within 18 months of the qualifying event; Note: The right to the disability extension may be terminated if the SSA determines that the disabled qualified beneficiary is no longer disabled. The qualified beneficiary receiving the disability extension is required to notify the Plan Administrator if the SSA makes such a determination, and you must provide this notice within the 30-day period after the SSA makes such a determination. Such a notice is to be in writing and delivered in person or mailed to the Plan Administrator;

C. in the case of a terminated employee (except for gross misconduct) or covered employee whose hours have been reduced, and the employee became entitled to Medicare less than 18 months before the qualifying event, for the covered dependents, the date which is 36 months after the date of Medicare entitlement;

D. in the case of a second qualifying event, which includes the death of a covered employee, the divorce of a covered employee and spouse, or a loss of dependent status under the plan, which occurs during the 18-months after the

date that a covered employee is terminated (except for gross misconduct) or the date that a covered employee's hours are reduced, you may become entitled to an 18-month extension (giving a total maximum period of 36 months of continuation coverage). The affected individual is entitled to this continuation coverage period only if it would have caused loss of coverage under the plan, in the absence of the first qualifying event. The affected individual is required to notify the Plan Administrator in the same manner as Section B Above.

E. in the case of any qualifying event except as described in A., B., and C. above, the date which is 36 months after the date of the qualifying event;

F. the date on which the employer or a Participating employer, if any, ceases to provide any group health plan to any employee;

G. the date on which the qualified beneficiary fails to make timely payment of the required contribution pursuant to this provision;

H. the date on which the qualified beneficiary first becomes, after the date of the election, covered under any other group health plan as an employee or dependent, or otherwise becomes entitled to benefits under Title XVIII of the Social Security Act (Medicare). In no event will coverage continue longer than the coverage period as set forth in this Section;

I. the right of continuation coverage under the Plan may be terminated prior to the end of the continuing coverage period if the individual engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary;

J. the Plan Administrator is required to give notice of Unavailability of Continuation Coverage should the rights of continuation coverage be denied or terminated. This Notice of Unavailability of Continuation Coverage will state the specific reason for denial of the claim for continuation coverage. The individual will be notified of the date the coverage will terminate, and the reason for termination and the rights the qualified beneficiary may have under the plan or applicable law, or to elect alternative group or individual coverage, such as a right to convert to an individual policy.

Contribution

A. A qualified beneficiary shall only be entitled to continuation coverage provided such qualified beneficiary pays the applicable premium required by the employer or a participating employer in full and in advance, except as provided in B. below. Such premium shall not exceed the requirements of applicable federal law. A qualified beneficiary may elect to pay such premium in monthly installments. The election notice will contain complete information as to the amount of the premium required.

B. Except as provided in C. below, the payment of any premium shall be considered to be timely if made within 30 days after the date due, or within such longer period of time as applies to or under this Plan.

C. Notwithstanding A. and B. above, if an election is made after a qualifying event during the election period, this Plan will permit payment of the required premium for continuation coverage during the period preceding the election to be made within 45 days of the date of the election.

D. Certain individuals may be eligible for a Federal Income tax credit as a result of the Trade Adjustment Assistance Reform Act of 2002 (HCTC). This tax credit helps pay for the premium of continuation coverage. An individual who loses a job due to the effect of international trade may be entitled to this tax credit (payable in some cases directly to the employer to offset the cost of the premium) and qualify for trade adjustment assistance. Those receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) may become entitled to the tax credit as well. If you become entitled to this tax credit, contact HCTC Customer Contact Center at 1-866-628-4282.

Notification by Qualified Beneficiary

Each covered employee or qualified beneficiary must notify the employer or a participating employer of the occurrence of a divorce or legal separation of the covered employee from such covered employee's spouse, and/or the covered employee's dependent child ceasing to be a dependent child under the terms of this Plan within **60** days after the date of such occurrence.

Keep Your Plan Informed of Address Changes. In order to protect you and your family's rights, you must keep the Plan Administrator informed of any changes in the addresses of yourself and/or family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Notification Procedure

Any notice that you provide must be in writing addressed to the Plan Administrator. Oral notice, including notice by telephone, is not acceptable. Electronic notices (email or fax) are not acceptable. Your notice must be complete and must be postmarked no later than the last day of the required notice period. Your notice must state the name and address of the employer, the name of the group health plan, the name and address of the employee covered under the plan, and the name(s) and address(es) of the qualified beneficiary(ies). Your notice must also name the qualifying event and the date it happened.

Your notice of a second qualifying event must also name the event and the date it happened.

Your notice of a child's loss of dependent status must include documentation of the date of the qualifying event (i.e., a birth certificate). This will allow the Plan Administrator to determine if you gave timely notice of the qualifying event and were consequently entitled to elect COBRA.

If the qualifying event or the second qualifying event is a divorce, your notice must include a copy of the divorce decree.

Your notice of disability or cessation of disability must include the name of the disabled qualified beneficiary, the date when the qualified beneficiary became disabled or ceased to be disabled and the date the Social Security Administration made its determination. Your notice of disability or cessation of disability must include a copy of the Social Security Administration's determination.

Notification to Qualified Beneficiary

A. The employer or a participating employer shall provide written notice to each covered employee and spouse of such covered employee of his/her right to continuation coverage under this provision as required by federal law.

B. The employer or a participating employer shall notify any qualified beneficiary of the right to elect continuation coverage under this provision as required by federal law. If the qualifying event is the divorce or legal separation of the covered employee from the covered employee's spouse or a dependent child ceasing to be a dependent child under the terms of this Plan, the City of Marquette, shall only be required to notify a qualified beneficiary of his/her right to elect continuation coverage if the covered employee or the qualified beneficiary notifies the City of Marquette of such qualifying event occurring within 60 days after the date of such qualifying event.

C. Notification of the requirements of this provision to the spouse of a covered employee shall be treated as notification to all other qualified beneficiaries residing with such spouse at the time notification is made.

Section VI

Definitions

A. **"Dependent"** means (a) any individual who is a participant's child as defined by Code §152(f)(1) and who has not attained age 27, and (b) any tax dependent of a participant as defined in Code §105(b) provided, however, that any child to whom Code §152(e) (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) applies is treated as a dependent of both parents. Notwithstanding the foregoing, the MRA Account will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "dependent".

B. **"Election Period"** means the 60-day period during which a qualified beneficiary who would lose coverage as a result of a qualifying event may elect continuation coverage. This 60 day period begins not later than the date of termination of coverage as a result of a qualifying event and ends not earlier than 60 days after

the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.

C. **"Full-Time Student"** means a dependent child who is enrolled in, regularly attends and is recognized by the Registrar of an accredited secondary school, college or university, institution for the training of registered nurses (R.N.), or any other accredited or licensed school for the minimum number of credit hours required by that institution in order to maintain Full-Time Student status.

D. **"Medicare"** means the Health Insurance for the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.

E. **"Qualified Beneficiary"** means an individual who, on the day before the qualifying event for a covered employee, is a beneficiary under this Plan as the dependent (as defined in Section 1 hereof) of the covered employee. In the case of the termination of a covered employee (except by reason of such covered employee's gross misconduct) or the reduction in hours of the covered employee's employment, the term qualified beneficiary includes the covered employee. Effective January 1, 1997, a child who is born to (or placed for adoption with) a Qualified Beneficiary who is a covered employee during the coverage period shall also be a qualified beneficiary.

Exception - the term qualified beneficiary does not include an individual whose status as a covered employee is attributable to a period in which such individual is a nonresident alien who received no earned income from the employer which constituted income from sources within the United States (within the meaning of Code section 911(d)(2) and section 861(a)(3)). If an individual is not a qualified beneficiary pursuant to this paragraph, a spouse or dependent child of such individual shall not be considered a qualified beneficiary by virtue of the relationship to such individual.

F. **"Qualifying Event"** means with respect to a covered employee, any of the following events which, but for the continuation coverage under this provision, would result in the loss of coverage of a qualified beneficiary:

(i) the death of the covered employee;

(ii) the termination (except by reason of such covered employee's gross misconduct) or reduction in hours of the covered employee's employment;

(iii) divorce or legal separation of the covered employee from such covered employee's spouse, as herein defined;

(iv) the covered employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare);

(v) a dependent child who ceases to be a dependent child under the terms of this Plan;

(vi) the City's filing for Chapter 11 reorganization as it would affect retiree coverage.

G. **"University/College"** means an accredited institution listed in the current publication of accredited institutions of higher education.

Section VII

Miscellaneous

Amendment and Termination

This employer or its authorized representative may amend or terminate this Plan at any time by action of the Board. No amendment shall deprive any participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of employees and their beneficiaries, except as may be specifically authorized by statute or regulation.

Effect of Plan on Employment

The Plan shall not be deemed to constitute a contract of employment between the participating employer and any participant or to be a consideration or an inducement for the employment of any participant or employee. Nothing contained in this Plan shall be deemed to give any participant or employee the right to be retained in the service of the participating employer or to interfere with the right of the employer to discharge any participant or employee at any time regardless of the effect which such discharge will have upon him or her as a participant of this Plan.

Alienation of Benefits

The right of any participant to receive any reimbursement under this Plan shall not be alienable by the participant by assignment or any other method and shall not be subject to claims by the participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

Facility of Payment

If the employer deems any person incapable of receiving a benefit to which he is entitled by reason of not having reached the age of majority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the employer to disburse it, whose receipt shall be a complete release of the employer and shall be deemed full payment of the benefit. Such payments shall, to the extent thereof, discharge all liability of the employer.

Proof of Claim

As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the employer may require either directly to the employer or to any person delegated by it.

Status of Benefits

The employer believes that this Plan is in compliance with section 105 of the Code and that it provides certain benefits to employees which are tax free pursuant to other provisions of the Code. This Plan has not been submitted to the Internal Revenue Service for approval, and thus there can be and is no assurance that intended tax benefits will be available. Any participant, by accepting benefits under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those benefits.

If any participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such participant shall indemnify and reimburse the employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

Applicable Law

The Plan shall be construed and enforced according to the laws of the State of Michigan to the extent not pre-empted by any federal law.

Lost Distributees

Any benefit payable hereunder shall be deemed forfeited if the employer is unable to locate the participant to whom payment is due, provided, however that such benefit shall be reinstated if a claim is made by the participant for the forfeited benefit.

Source of Payments

The employer and any insurance company contracts purchased or held by the employer shall be the sole sources of benefits under the Plan. No employee or beneficiary shall have any right to, or interest in, any assets of the employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such employee or beneficiary.

Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

Severability

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

Heirs and Assigns

This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each participant and beneficiary.

Headings and Captions

The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

Tax Effects

Neither the employer nor the Plan Administrator makes any warranty or other representation as to whether or not payments received by a participant under the Plan will be treated as includible in gross income for federal or state income tax purposes.

Multiple Functions

Any person or a group of persons may serve in more than one fiduciary capacity with respect to the Plan.

Gender and Form

Unless the context clearly indicates otherwise, pronouns shall be interpreted so that the masculine pronoun shall include the feminine, and the singular shall include the plural.

Prior Calendar Year Claims

Deductibles reset January 1st. Claims submitted after 90 days are subject to Carrier approval. Claims received through the Seamless Feed will continue to process though the MRA as long as the carrier is paying them.

No Reversion to Employer

At no time, shall any part of Plan assets be used for, or diverted to, purposes other than for the exclusive benefit of Plan participants or their beneficiaries, or for defraying reasonable expenses of administering the Plan.

Executed this Date: 12/31/2020

ATTEST: **City of Marquette**

BY: _____**(Authorized Officer)**

_____**(Printed)**

_____**(Title)**

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A

Schedule of Benefits

ACTIVES – with UP Blue

CORE Purchase Plan – Division 0021

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (0%):
Single	$100	$0
2 Person / Family	$200	$0

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 8,000.00
Family Coverage:	$26,400.00*	$16,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$200	$4,000
2 Person / Family	$400	$8,000

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 20
Specialists Visits **+**	$ 60	$ 20
Urgent Care Visits **+**	$ 60	$ 20
Emergency Room Visits **+**	$250	$150
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 20
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) $ 0
Mental Health Office Visit **+**	(after ded.) 20%	$ 20
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

ACTIVES – with UP Blue

BUY-UP Purchase Plan – Division 0022

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (0%):
Single	$100	$0
2 Person / Family	$200	$0

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 8,000.00
Family Coverage:	$26,400.00*	$16,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$200	$4,000
2 Person / Family	$400	$8,000

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 20
Specialists Visits **+**	$ 60	$ 20
Urgent Care Visits **+**	$ 60	$ 20
Emergency Room Visits **+**	$250	$100
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 0
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) $ 0
Mental Health Office Visit **+**	(after ded.) 20%	$ 20
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $0
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

ACTIVES – with UP Blue and Flat HRA

Part A - BUY-DOWN Purchase Plan – Division 0023

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (0%):
Single	$ 500	$0
2 Person / Family	$1,000	$0

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 8,000.00
Family Coverage:	$26,400.00*	$16,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (20%):
Single	$1,000	$2,750
2 Person / Family	$2,000	$5,500

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 30
Specialists Visits **+**	$ 60	$ 30
Urgent Care Visits **+**	$ 60	$ 30
Emergency Room Visits **+**	$250	$150
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 30
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) $ 0
Mental Health Office Visit **+**	(after ded.) 20%	$ 30
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $30
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

ACTIVES – with UP Blue and without Flat HRA

Part B - BUY-DOWN Purchase Plan – Division 0023

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (0%):
Single	$ 500	$0
2 Person / Family	$1,000	$0

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 8,000.00
Family Coverage:	$26,400.00*	$16,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (20%):
Single	$1,000	$2,750
2 Person / Family	$2,000	$5,500

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 30
Specialists Visits **+**	$ 60	$ 30
Urgent Care Visits **+**	$ 60	$ 30
Emergency Room Visits **+**	$250	$150
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 30
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) $ 0
Mental Health Office Visit **+**	(after ded.) 20%	$ 30
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $30
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

POST-65 RETIREES – with UP Blue

Management RETIREES (Non-Medicare)

BCBS Purchase Plan – Division 0024

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (20%):
Single	$ 500	$1,500
2 Person / Family	$1,000	$3,000

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 9,600.00
Family Coverage:	$26,400.00*	$19,200.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$4,000	$ 5,600
2 Person / Family	$8,000	$11,200

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$30
Specialists Visits **+**	$ 60	$30
Urgent Care Visits **+**	$ 60	$30
Emergency Room Visits **+**	$250	$50
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $30
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) 20%
Mental Health Office Visit **+**	(after ded.) 20%	$30
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

HOUSING COMMISSION – with UP Blue

BCBS Purchase Plan – Division 0004

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (10%):
Single	$ 500	$1,000
2 Person / Family	$1,000	$2,000

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 8,000.00
Family Coverage:	$26,400.00*	$16,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$1,000	$2,000
2 Person / Family	$2,000	$4,000

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 20
Specialists Visits **+**	$ 60	$ 20
Urgent Care Visits **+**	$ 60	$ 20
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 20
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) 10%
Mental Health Office Visit **+**	(after ded.) 20%	$ 20
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $20
- Therapy visits 31-60 reimbursed 90% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for emergency room, substance abuse treatment, and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

LIBRARY EMPLOYEES CORE PLAN – with UP Blue

BCBS Purchase Plan – Division 0005

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$1,250.00
Family Coverage:	$13,200.00*	$2,500.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (20%):
Single	$250	$1,000
2 Person / Family	$500	$2,000

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$3,500.00
Family Coverage:	$26,400.00*	$7,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$ 500	$3,000
2 Person / Family	$1,000	$6,000

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 20
Specialists Visits **+**	$ 60	$ 20
Urgent Care Visits **+**	$ 60	$ 20
Emergency Room Visits **+**	$250	$150
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 20
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) 20%
Mental Health Office Visit **+**	(after ded.) 20%	$ 20
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $20
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

LIBRARY EMPLOYEES BUY-UP PLAN – with UP Blue

BCBS Purchase Plan – Division 0002

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$1,250.00
Family Coverage:	$13,200.00*	$2,500.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (0%):
Single	$250	$0
2 Person / Family	$500	$0

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$4,500.00
Family Coverage:	$26,400.00*	$9,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$ 500	$4,000
2 Person / Family	$1,000	$8,000

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 20
Specialists Visits **+**	$ 60	$ 20
Urgent Care Visits **+**	$ 60	$ 20
Emergency Room Visits **+**	$250	$150
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 20
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) $ 0
Mental Health Office Visit **+**	(after ded.) 20%	$ 20
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

PRE-65 RETIREES – with UP Blue

Management RETIREES (Non-Medicare)

BCBS Purchase Plan – Division 0018

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (20%):
Single	$ 500	$1,500
2 Person / Family	$1,000	$3,000

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 9,600.00
Family Coverage:	$26,400.00*	$19,200.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$4,000	$ 5,600
2 Person / Family	$8,000	$11,200

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$30
Specialists Visits **+**	$ 60	$30
Urgent Care Visits **+**	$ 60	$30
Emergency Room Visits **+**	$250	$50
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $30
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) 20%
Mental Health Office Visit **+**	(after ded.) 20%	$30
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $30
- Therapy visits 31-60 reimbursed 80% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $30

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

PRE-65 RETIREES – with UP Blue

Union RETIREES (Non-Medicare)

BCBS Purchase Plan – Division 0019

Eligible Expenses allowed by the Plan are:

In-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$ 6,600.00	$4,000.00
Family Coverage:	$13,200.00*	$8,000.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (20%):
Single	$ 5,000	$1,600
2 Person / Family	$10,000	$3,200

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (0%):
Single	$250	$0
2 Person / Family	$500	$0

Out-Of-Network Coverage

Participant's Annual Maximum Out-of-Pocket (MOOP) Limits:

	Carrier's (TrOOP)	MRA MOOP **
Single Coverage:	$13,200.00	$ 9,600.00
Family Coverage:	$26,400.00*	$19,200.00*

* Individual family members only have to meet the single coverage limit.
* **MRA MOOP excludes Rx out-of-pocket expenses.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

Carrier Plan:

Contract Type:	Carrier Deductible:	Carrier Coinsurance (40%):
Single	$10,000	$3,200
2 Person / Family	$20,000	$6,400

MRA Plan (Employee's Responsibility):

Contract Type:	MRA Deductible:	MRA Coinsurance (40%):
Single	$4,000	$ 5,600
2 Person / Family	$8,000	$11,200

Carrier (Purchased Plan) Copays; MRA (Employee's Responsibility) Copays:

Services Covered by MRA:	Carrier Copay:	MRA Copay:
Office Visits **+**	$ 40	$ 20
Specialists Visits **+**	$ 60	$ 20
Urgent Care Visits **+**	$ 60	$ 20
Emergency Room Visits **+**	$250	$150
Chiropractic Visits **+**	(12 visits) $ 40	(24 visits) $ 20
PT / ST / OT (after ded.) **+**	(30 visits) 20%	(60 visits) $ 0
Mental Health Office Visit **+**	(after ded.) 20%	$ 20
Allergy Testing & Therapy **+**	(after ded.) 20%	$ 0

+ Second Submit with Explanation of Benefits:

- Office, Specialist, and Urgent Care Visits – other services performed during an office visit applied to deductible (diagnostic services (including complex), therapeutic and surgery) reimbursed 100% - Office visit copay still applies
- Chiropractic visits 13-24 reimbursed down to $20
- Therapy visits 31-60 reimbursed 100% after MRA deductible
- Emergency room copay waived for an accidental injury – with a doctor's note indicating type of injury
- Postnatal Care reimbursed 100% (no deductible)
- Allergy Testing & Therapy reimbursed 100% (no deductible)
- Outpatient mental health care in a physician's office reimbursed down to $20

Reimbursements are based on the Blue Cross Blue Shield of Michigan's approved amounts that are applied to Deductibles, Coinsurance and Copayments, less any amounts reimbursed by any other accident or health plan. Exclusions may apply, including but not limited to: copays for substance abuse treatment, and private duty nursing.

City of Marquette
Medical Reimbursement Arrangement Plan, (MRA)
Seamless Plan Document
Amended January 01, 2021

Schedule A *continued*

****IMPORTANT****

Blue Cross Blue Shield Explanation of Benefits (EOBs) must be submitted with reimbursement requests detailing all dates of service to verify the required portion of Deductibles and Co-Payments have been met.

Cash Register and Credit Card Receipts are not valid documentation for reimbursement.

List of Participating Employers, if any, participating in the plan:

There are no other employers affiliated with this plan.

Claims can be submitted to the Third-Party Administrator:

TPA Claims Administration by:

44North – Cadillac Office
1406 N. Mitchell Street
PO Box 700
Cadillac, MI 49601

Or Faxed to: (855) 306-1098

Submit Manual Claims to:

44North – Marquette Office
620 S. Lake Street
PO Box 747
Marquette, MI 49855

Or Faxed to: (855) 579-5044

Agenda Date: 4/12/2021

New Business
Kids Cove Inclusive Playground - Professional Services Contract Award

BACKGROUND:

At its March 30, 2020 meeting, the City Commission authorized submitting a Michigan Natural Resources Trust Fund grant application for replacement of Kids Cove playground with a fully inclusive universal design playground. The City has been notified the grant application was successful and an executed grant agreement from the State is expected in May 2021. The grant award is $300,000 with a match requirement of $300,000. The Marquette Playgrounds For All (MPFA) has committed to raising the entire grant match. The total project budget of $600,000 includes design and construction services.

Community Services staff issued a Request for Proposals (RFP) for design and construction oversight services. Qualification statements were due on March 3, 2021. The following proposals were received:

GEI Consultants, Marquette, MI - $58,398
Sanders & Czapski Associates, Marquette, MI - $71,000

Each firm's proposal was evaluated by Community Services staff and MPFA using the categories of Relative Experience, Experience with Universally Accessible Playgrounds, Experience in Projects with Grant Requirements, Cost, References, and Office Location. MPFA scores were combined and weighted as one score along with each staff member. Sanders & Czapski Associates scored a 91.2 compared to GEI Consultants 88.99, out of 100 total possible points.

Staff recommends Sanders & Czapski Associates be awarded the contract. While they were the more expensive bid, the general consensus was the partnership with Let Kids Play will provide the inclusive playground expertise resulting in the best end product for the community.

Additional expected expenses of $6,000 for topographic surveys, supplies and travel bring the not-to-exceed total to $77,000.

FISCAL EFFECT:

The project is budgeted for and is within the allowable cost for professional services.

RECOMMENDATION:

Approve Sanders & Czapski Associates' proposal for design and construction oversight of the Kids Cove Inclusive Playground project in the not-to-exceed amount of $77,000, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Contract and Insurance
- RFP
- Bid Tabulation
- RFP Cumulative Scores

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this sixth day of April 2021 between the City of Marquette, hereinafter called the "City" and Sanders & Czapski Associates, PLLC, a Michigan professional limited liability company, of 109 South Front Street Suite 210, Marquette, MI 49855, hereinafter called "Consultant".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1
Project Name

The name of the Project shall be Kids Cove Inclusive Playground Engineering Services.

Article 2
Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to the City of Marquette dated March 3, 2021 (attached as Exhibit A).

Article 3
Time of Completion

The completion date of this project is August 31, 2022.

Article 4
Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:
City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:
Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed $71,000.00, plus expenses estimated at $5,400.00 (see Consultants Proposal dated March 3, 2021 (Exhibit A).

BILLINGS/PAYMENTS:
Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

The City will retain Ten (10%) of the fee related to services on monthly invoices to be released within 30 days of final plan approval.

INDEMNITY:
Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

INSURANCE:
Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than $1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Jon Swenson is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Purchasing Agent and shall be binding on the City and Consultant.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Signed this sixth day of April, 2021.

THE CITY OF MARQUETTE, MICHIGAN, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

SANDERS & CZAPSKI ASSOCIATES, PLLC, CONSULTANT

Witness

By: William T. Sanders

Its: Partner

Address: 109 South Front Street, Marquette

Telephone #: 906-273-1207

APPROVED AS TO SUBSTANCE:

L. Michael Angeli
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2021

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 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 Rod Lizak State Farm Insurance Companies 1104 W Washington St, Suite B Marquette, MI 49855	CONTACT NAME: Rod Lizak Agent PHONE (A/C, No, Ext): 906-228-9000 FAX (A/C, No): 906-228-4487 E-MAIL ADDRESS: rod@rodlizak.com
INSURED SANDERS & CZAPSKI ASSOCIATES PPLC 109 S Front St., Suite B Marquette, MI 49855	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Fire and Casualty Company — 25143 INSURER B : State Farm Indemnity Insurance Company — 43796 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			92-BY-L393-3 F	12/23/2013	12/23/2021	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [N] N/A		[ ]	No Hired Employees			E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Perfessional Liability	[ ]	[ ]	PS0000004208608	12/23/2013	12/23/2021	1,000,000-event 3,000,000-aggreate	

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

Kids Cove Inclusive Playground ~ Marquette, MI
Addtional Insured: City of Marquette

CERTIFICATE HOLDER

City of Marquette

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: Karen Lambert

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4881 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: F 92 BYL393 3

Named Insured:

SANDERS & CZAPSKI ASSOCIATES,
PLLC
109 S FRONT ST STE 210
MARQUETTE MI
49855-4645

Name And Address Of Additional Insured Person Or Organization:

CITY OF MARQUETTE
300 W BARAGA AVE
MARQUETTE MI 49855 4712

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
   a. **Ongoing Operations**
      (1) Your acts or omissions; or
      (2) The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for that additional insured; or
   b. **Products-Completed Operations**

      "Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

State Farm Fire and Casualty Company
©, Copyright, State Farm Mutual Automobile Insurance Company, 2008
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Proposal for Professional Services for

Kids Cove – All Inclusive Playground

Mattson Park

Marquette, Michigan



SANDERS & CZAPSKI ASSOCIATES, PLLC

ARCHITECTURE / LANDSCAPE ARCHITECTURE / HISTORIC PRESERVATION

109 South Front Street; Suite 210, Marquette, MI 49855 – Phone 906-273-1207 – Bill@Sanders-Czapski.com

March 3, 2021

Table of Contents

- Table of Contents - page 2
- Business / Team Organization - page 3
- Statement of Understanding - page 4
- Project Approach / Overview - page 5
- Project / Team Management Plan - page 8
- Project Budget / Fee - page 9
- Project Timeline / Schedule - page 9
- ~~Project Experience / Profiles - page 11~~ Omit
- ~~Personnel / Resumes page 28~~ Omit
- ~~References page 35~~ Omit

Business / Team Organization

Sanders and Czapski Associates, PLLC is the respondent firm to this Request for Proposal. We are the primary contact and are responsible for all matters related to the provision of professional services for this project. Sanders & Czapski Associates, PLLC is a professional design firm founded in the fall of 2011, offering services in the areas of architecture, landscape architecture and historic preservation. The firm operates as a Partnership registered in the State of Michigan. Both partners are licensed to practice in the State of Michigan. Ken Czapski, AIA is a licensed architect (Michigan #1301027017) and Bill Sanders, ASLA is a licensed landscape architect (Michigan #3901001373). Bill will serve as our team leader and project manager and will be the primary contact for the City of Marquette.

The work of this project will be coordinated from our office at the above address with the assistance of experienced sub-consultants, Progressive A/E of Grand Rapids, Michigan and Mara Kaplan with Let Kids Play of Pittsburg, Pennsylvania. Members of our team have worked together on past projects and all have been immersed in universal design as part of their everyday design philosophy. Our most recent collaboration was Progressive A/E and Sanders & Czapski Associates work on the universal access improvements at Father Marquette Park. Other recent local inclusive projects include the Clark Lambros Beach Park and the Iron Ore Heritage Trail – Carp River Kiln plaza. As a nimble specialty firm, Sanders & Czapski Associates has the luxury of bringing the most appropriate and experienced team together for our clients. The sub-consultants proposed for this project fit that role. We are confident that our team will assure your project of success. Each sub-consultant and their role in the project is listed below.

Sanders & Czapski Associates, PLLC
109 South Front Street; Suite 210
Marquette, MI 49855
P. 906-273-1207

Progressive A/E is a full-service professional design firm headquartered in Grand Rapids, Michigan. Chris Markham, Landscape Architect will be their primary designer on the Kids Cove project. He will be joined by Pete Lazdins, also a landscape architect and Senior Land Planner. Chris and Pete will also have the full support of their 225 person staff for production work on the plans and specifications. Chris' primary responsibility will be in preparing the preliminary drawings, based on the outcome of the community planning process, and the final bid set of plans and specifications. In order to accomplish that he will also participate in the public planning process along with Mara Kaplan, our inclusive playground expert and local project manager, Bill Sanders. Chris will also have key involvement in the design of the overall site elements and the preparation of final bidding documents. Chris has a wealth of direct playground experience both from the perspective of the manufacturer as well as the designer representing public clients. Progressive A/E is also a leader in inclusive design in the general built environment. A brief profile of their history in accessible and inclusive design is included near the end of this proposal.

Progressive A/E
1811 4 Mile Rd. NE
Grand Rapids, MI 49525
(616) 361-2664

Mara Kaplan is the founder of Let Kids Play, working with manufacturers, communities and parents to ensure that playgrounds provide the most inclusive play environment possible. Along with other parents of disabled children, Mara also cofounded the Center for Creative Play in Pittsburgh where she was the executive director for seven years before founding Let Kids Play. She is a nationally recognized expert in inclusive playgrounds and has consulted with a number of manufacturers in helping them develop play structures that focus on inclusive design. Mara is the co-author of the Inclusive Play Design Guide (https://www.accessibleplayground.net/wp-content/uploads/2016/05/Inclusive-Play-Design-Guide-LowRes-2.pdf). Mara's experience helps her clients meet not only the goal of universal access but ultimately inclusion for all. Mara is keenly aware of the additional attention to detail that is required to achieve these goals.

Let Kids Play
Mara Kaplan - Principal
1463 Greystone Dr.
Pittsburgh, PA 15206
(412) 334-2652

Statement of Understanding

Sanders & Czapski Associates understanding of this project is based on Request for Proposals #21-03, a response to several written questions, a conversation with Mr. Jon Swenson, personal experience with children at play at Kids Cove and experience with the construction of a universally accessible built environment. With the exception of physical experience at the Kids Cove site, all members of our project team have long experience with the design and construction of universally accessible and inclusive public spaces.

The Kids Cove Inclusive Playground will occupy the current location of Kids Cove in the northeast corner of Ellwood A. Mattson Lower Harbor Park. The current playground was constructed as a Robert Leathers community built playground in 1996. This is the largest and arguably the most popular playground in Marquette and the surrounding communities. Its proximity to the Mattson Park festival site also adds to its visibility and increases its draw well beyond the population of the City and nearby towns and rural area. Additionally, Kids Cove is virtually surrounded by the Marquette Pathway System, the Iron Belle Trail and the North Country National Scenic Trail; America's longest scenic trail. Supporting public infrastructure includes nearby access to sewer/water/electricity, accessible parking and vital infrastructure of accessible toilets and an ice cream store.

This playground has served Marquette well for 25 years and counting with a second generation of children now enjoying the playground. The march of time and the accumulation of normal wear and tear has taken a toll on the original construction. A negative impact of time has resulted in a number of sections aging to the point that they can no longer be safely used and have been taken out of service. On the positive side, over the 25 years since Kids Cove was originally built, (and having the benefit of 31 years of the Americans with Disabilities Act) the population as a whole has become much more aware of the benefits of accessibility especially as they relate to play and plays vital role in child development. The concept of Inclusion is the natural progression of building public spaces in a way that embraces users as a community of one and all.

The City of Marquette was recently awarded a Michigan Natural Resources Trust Fund (MNRTF) grant for partial funding of the design and construction of the Kids Cove Inclusive Playground. The City's grant application received critical support from the Marquette Rotary Club and Marquette Playgrounds for All (MPFA), an organization that has pledged themselves to the realization of the vision of an inclusive Kids Cove. This project also has the support of the Superior Alliance for Independent Living, the Marquette Parks and Recreation Board and the City's elected leadership.

Specific project elements include play structures as well as individual play elements with the number of elements accessible without transfer exceeding the minimum number as recognized by the MNRTF. Access to and within the playground will be insured through the exclusive use of accessible safety surfacing such as poured-in-place surfacing (accessible wood fiber surfacing will not be allowed). Other typical amenities such as benches and tables will also be selected based on their universal accessibility.

Our project team also understands the procedures and requirements for successfully designing, bidding and constructing a project within the requirements of the MNRTF as well as the requirements of the City of Marquette. Our team together and individually has provided professional design services for many recreation projects where accessibility and inclusion are key components. Several examples of this work are included near the end of this proposal.

All design elements will be in accordance with the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended by the State of Michigan, the Americans with Disabilities Act of 1990, the requirements of the Michigan Natural Resources Trust Fund program and best practices of Inclusive Design.

Project Approach / Overview

Our project team understands that in a perfect world we would all be able to meet face to face and share project experience, ideas and goals on a more personal level. That is not the world we live in right now and, like you, we have learned to adapt to meeting virtually so that the vital work of improving our communities can continue. All members of our team have experience with virtual meeting platforms such as GoTo Meeting, Zoom, etc.; we are confident that in spite of the pandemic denying us the benefits of meeting personally we can communicate effectively with the tools available and properly interpret the desires, goals and even to an extent the dreams of the community. This process begins with a virtual kick-off meeting with our design team, City Staff, MPFA and any other stakeholders that the City wishes to include. The purpose of this meeting is to begin to build the relationship that will help us all lean into the task of building the Kids Cove Inclusive Playground. We will dissect the project scope with you. This is typically a relatively short exercise, but is critically important to our understanding. We will also review all design team members roles in the project and the tasks described below that will result in a smoothly executed and technically sound playground that is all inclusive. We will review the construction budget for its fit to expectations and will also review the bid build and the community build methods of construction and their unique characteristics. Finally, the methods for the community planning sessions will be discussed in detail and a tentative schedule will be established. Sanders & Czapski Associates will record minutes of this meeting for distribution to the entire project team. Immediately following the kick-off meeting, our design team will conduct a site reconnaissance and will also review available plans and site data in the City archive. We have also included as a reimbursable expense the services of Van Neste Surveying to document the site topography and utilities. This an effort that could also be performed by the City Surveyor if so desired, in which case that effort could be recorded as force account effort and be counted towards the city's project match.

The community planning sessions will largely be led by Mara Kaplan with support by Progressive A/E and Sanders & Czapski Associates. Each of these three sessions will build on the last, working towards a uniformity of not so much design but rather on the needs of families who are raising children with disabilities and what equipment will provide the best inclusive experience. Mara's experience with how certain playground elements satisfy particular developmental aspects of play and enhance a child's play experience and level of fun will ultimately be resolved

into a comprehensive list of equipment by type and specific manufacture and the skills that the equipment will foster in the child. As the City and MPFA well know, inclusive play is as much about the family as it is about the child. The inclusive play experience is a family experience. This is a rather subtle distinction but a necessary one for a successful inclusive playground. Mara's, experience in this important thought process is a hallmark of our team. This 'list', as it were, will be used to prepare the criteria used in the selection of an equipment manufacturer. By providing this criteria, the manufacturer can focus not on what equipment they think the community should have but rather on the most appropriate layout for the equipment that the community has identified as best serving all visitors to Kids Cove. A broad conceptual estimate of probable cost will also be prepared by our design team.

Once the equipment manufacturer is selected, our design team will work directly with them to ensure that the layout meets fall zones and specific elevation requirements. Our design team will embed the equipment plan within the larger Kids Cove plan addressing available utilities, access routes, fencing, and access to parking and toilets, the ice cream store and to the Mattson Park festival site as a whole. We will also pay specific attention to the site and play features as they relate to accessibility and inclusion of care givers of the children visiting Kids Cove.

The above described community planning sessions are keystone events in the design process. However, our team understands that a significant amount of time will elapse between the kick-off meeting and the culmination of the project. Our team is committed to maintaining communication throughout the course of the project and will facilitate monthly virtual meetings with the City / MPFA throughout the project period as shown on the attached schedule.

Our team along, with the manufacturer, will present this preliminary plan and estimate of probable cost to the City / MPFA for review and comment. With the detail provided in this plan, we will be able to address more directly the delivery method for construction. We will present the costs and benefits of traditional bid/build construction and community build construction to help the City / MPFA make decisions on which approach they prefer. The volunteer efforts typically associated with community build projects will be specifically addressed as they relate to the requirements of the MNRTF grant program requirements. This will be a virtual meeting and will be facilitated by our design team. Minutes will be recorded and distributed to the entire project team. The comments and recommendations will be addressed in the development of a final plan. This plan will illustrate the layout and type of each piece of play equipment as well as any natural landscape features and surrounding site improvements. We will also provide a design narrative with drawings in poster format that can be used as a fundraising illustration and to better inform the community of the proposed rebirth of Kids Cove. We will participate in the presentation of the final plan to the Parks and Recreation Advisory Board and the City Commission as a project update.

The approval of this final plan will initiate the preparation for the plans, specifications and bidding documents. Where appropriate, plans and specifications will follow City of Marquette Standards. As the bid documents approach the 50% and 90% completion phase, an estimate of probable cost will also be submitted along with the bid documents as a progress update to the City / MPFA for review. Prior to the 90% submittal, we will work with the City / MPFA to finalize a decision for the construction method for the project (i.e. bid/build or community build). The approved method will be incorporated into the final plans and specifications. The final bid documents will be completed including plans, specifications and a final estimate of probable cost as well as a final project

schedule for bidding and construction. We understand that a series of final approvals are required and we will prepare the applications and submittals on the City's behalf. The final plans and specifications will be uploaded to the MNRTF MiRecGrants portal as a PSB submittal. Once approved by the DNR the PSB will be advertised for bidding. The final documents will also be submitted to the City Parks & Recreation Advisory Board and the Planning Commission for approval.

Our design team will hold a pre-bid meeting to review the project with potential bidders. Questions will be addressed and where necessary an addendum addressing questions will be issued. Our design team will review bid results and make a recommendation for award to the City for approval. Our award recommendation will be submitted to the City along with the required submittals uploaded to MiRecGrants for MNRTF approval.

With the approval of the award by the City and the MNRTF we will coordinate a pre-construction meeting with the Contractor and the City / MPFA to coordinate the schedule of the physical construction of the project. We estimate the duration of construction as 9 weeks. Formal inspections of the work will be conducted at two week intervals to verify that the work is conducted in compliance with the plans and specifications and in accordance with the requirements of the MNRTF. Our regular site visits during the construction process will be recorded and shared with the City / MPFA. Informally we will visit the project site approximately twice per week and share photos and notes via informal emails send the project team. Once the project is complete, we will prepare a final inspection / punch list and final approval of the project. Also and of critical importance, we will coordinate impact attenuation testing of the safety surfacing within all fall zones. This is an important final task to ensure the safety of the playground and to document the conditions for the City's risk manager. We will also assist the City / MPFA in coordinating the opening of the project for the inclusion of all.

An inclusive playground has a role in the community like no other. The Parks and Recreation Department will soon find that families and children visiting Kids Cove can benefit greatly by preparing for their visit ahead of time. Mara has a great deal of insight into effective ways the family of a child with disability can use resources easily provided via the City's web site to help them prepare effectively for their visit. Mara will be happy to share her suggesting with the City's web manager.

Following final completion, our team will prepare and submit closeout documentation to the MNRTF MiRecGrants portal for closure for the grant and final reimbursement of grant funding.

Project / Team Management Plan

Sanders & Czapski Associates Principal and Landscape Architect, Bill Sanders, will serve as the design team's project manager. He will coordinate the efforts of all of the team members and maintain communication with the City / MPFA. Bill will represent the design team as the primary contact for the City/MPFA and regulatory agencies collaborating on the project. Our design team will be represented at the virtual kick-off meeting, including Chris Markham and Mara Kaplan. Where possible within COVID-19 safeguards Mara, Chris and Bill will plan to attend the kick-off meeting personally. The benefits of this first vital contact amongst the entire project team can have long lasting benefit. We have included this in our schedule and fee should conditions allow. Otherwise, Mara, Chris and Bill will facilitate this meeting remotely. Where possible within Covid-19 safeguards our project team will also be available for a physical site visit.

Bill has recent team leadership experience with the design and construction of recreation projects funded by the Michigan DNR recreation grant programs. Bill will maintain communication with all members of the project team over the course of the project including through the design, construction and closeout of the project.

With much of the physical meeting of the project team occurring virtually, we can efficiently maintain direct communication between our design team and the City/MPFA. Both Chris and Mara have committed to participating in virtual events as the project progresses through the design, construction and the opening of Kids Cove to the public. Sanders and Czapski Associates will remain directly available to the project team and will ensure that minutes of meetings and communications are promptly distributed and that timely project decisions are made to keep the project on schedule.

The activities of our sub-consultants, including Progressive A/E and Let Kids Play, will also be directly coordinated by Bill. The support of our sub-consultants is vital to the success of the project, and we are also committed to them to maintain virtual communication as directly and efficiently as possible. The preparation of the physical drawings and written specifications will be shared by Bill and Chris within the parameters established by Mara Kaplan and as informed by the participation of the selected equipment manufacturer. The monthly communication of the project team will be a critical element in ensuring that the final design accurately addresses the goals of the City/MPFA and the creativity of our project team.

Project Budget / Fee

Sanders & Czapski Associates proposes to provide all of the services listed above resulting in final construction drawings and specifications and submission of all relevant documents to the MNRTF and Bidding and Construction Administration Services and coordination of the public opening of Kids Cove for a lump sum fee of $71,000.00 (including sub-consultant services) plus estimated expenses noted below. Expenses noted below are estimated and will be charged at cost.

Copies	$ 1,200.00
Postage	$ 200.00
Topographic Survey	$ 2,000.00
Travel Expenses	$ 2,000.00
Total Estimated Expenses	$ 5,400.00

The combined lump sum cost for professional services plus estimated expenses falls within the MNRTF maximum 15% fee limit for reimbursement.

Project Timeline / Schedule

The following timeline/schedule is presented as only a draft for general evaluation as part of the selection process. We understand there may constraints we are unaware of that will impact the schedule and expect to revise the schedule following the kick-off meeting to meet the needs of the City and the MPFA. Following the kick-off meeting we will conduct our site investigation and coordinate the topographic survey. This will form the basis of the sketches that will grow from the early community planning efforts and coordination with the equipment manufacturer selected by the City.

Our expectation is that the final plans and specifications will be completed for approval by the City Commission in October of 2021. Following City Commission and DNR Grant Agency approval, a bid advertisement will be prepared and issued for bidding late fall of 2021 so that construction can begin in the spring of 2022.

PROJECT SCHEDULE

Kids Cove Inclusive Playground

Marquette, Michigan

| TASKS | 2021 | | |

I. INTENT

It is the intent of this proposal to select a firm to conduct a public planning process that will result in a Universally Accessible playground design that will accommodate the current and future needs of the community. The firm will work directly with the City of Marquette – Parks & Recreation Advisory Board, Marquette Playground For All, City personnel and playground equipment company eventually selected..

II. SELECTION PROCESS

Selection will be made using a qualification-based selection system to include experience with public park land use planning, capability to meet the timelines and objectives as provided and cost factors. Final selection will be made by the City Commission.

RATING OF FIRMS
City staff and Marquette Playgrounds For All will evaluate the proposals using a numeric rating system. Criteria and relative merit have not been determined at this time; however, the following is given as an example of what a firm may expect:

- Relative experience of personnel or organization (25 points)
- Experience in developing Universally Accessible design plans (25 points)
- Experience in projects with grant requirements (5 points)
- Cost (25 points)
- References (10 points)
- Office location (10 points)

III REQUIRED CONSIDERATIONS

TASK ONE Park/Playground Site Evaluation

1. Meet with the City staff as needed to obtain a thorough understanding of the specific desires; consultant is encouraged to use electronic meeting options as agreed upon by staff and consultant whenever possible.
   - A Define
     - (1.) Basic client desires
     - (2.) Specific project objectives to guide plan development
     - (3.) Grant requirements
   - B. Establish project team responsibilities and lines of communication
   - C. Review the status of the project efforts with the client as requested
   - D. Attend meetings electronically or in Marquette to discuss the project.
2. Perform a thorough field study of the existing Kids Cove Playground at Mattson Park.
3. Assist City Staff and MPFA in selection process of a playground equipment/construction firm and meet all grant requirements.
4. Work directly with selected firm, the Marquette community and MPFA to select and layout the equipment for the playground.

5. Assist in facilitating at least three public meetings to gather input on the project. These meetings must be held in accordance with any state mandates and the firm must demonstrate how they intend to gather information in a meaningful way resulting in recommendation of inclusive playground design options and other supplemental features or items that are inclusive considering, at a minimum, the following:
    a. Use of existing playground footprint and pathways that will need to be altered for Universal Design
    b. Evaluation of utilities including: water, sewer, natural gas and electric
    c. Incorporation of interactive features for an inclusive universal design
    d. Incorporation of the natural environment and a minimum of 95% recycled content materials into design concepts for some elements.
6. Work with the Parks & Recreation Advisory Board and the Marquette Public Art Commission for recommendation of design options as well as opportunities to include public art into the project.
7. Work with the Marquette Playgrounds For All on a monthly basis to provide updates and gather input for design options and accessibility.
8. Evaluate traffic flow and walkable connectivity when providing access to the proposed playground, relationship with other public facilities, Mattson Park Concession Pavilion, Cinder Pond Marina, City's non-motorized path.
9. Incorporate a community-build project if possible.

TASK TWO Action Plan

1. Based on the inventory and evaluation, meetings with City staff, Marquette Playgrounds For All, and Parks & Recreation Advisory Board, inventory analysis, previous tasks, recommend Kids Cove Inclusive Playground options.
2. Make necessary updates or changes to plans based on feedback from stakeholders. Provide final stamped plans and contract documents inclusive of material specifications, demolition plans, site plans, playground equipment detail and elevations. Three copies of the final design must be provided as well as an electronic copy. The information should be in .shp/coverage format compatible with the City's Arcview GIS software.

TASK THREE Project Management & Construction

1. Coordinate with all involved parties to establish project schedule and delineate tasks.
2. Oversee demolition and installation of inclusive playground.
3. Coordinate final playground safety inspection for new equipment.

TASK FOUR Final Deliverable

1. Provide final inspection services for completion, quality assurance, and grant requirements. All manuals are to be provided after completion of construction.

2. Assist in ribbon cutting ceremony.

IV. OTHER CONSIDERATIONS

The successful bidder will be notified of the award in writing and will be expected properly and promptly to execute a contract, such contract will include the following conditions:

INSURANCE
Provide evidence of insurance and the coverage limits, or state method for addressing insurance in the following categories:

- Workers Compensation – in compliance with Worker's Compensation Act
- Comprehensive General Liability (including coverage for completed operations)
- Comprehensive Automobile Liability (including non-ownership and hired car)
- Professional Liability (errors and omissions, including contractual liability)

DOCUMENTS
All documents including drawings and specifications created or existing as part of this project, shall be available for use by, and become property of, the City.

V. OBJECTIVES OF THE REQUEST FOR PROPOSAL

The objective of the RFP is to:

- Engineering Services for Kids Cove Inclusive Playground

Proposals should be prepared simply and economically, providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP.

TIMELINES
The following timelines is suggested

- March 2021 City Commission Approve Consultant
- May – June 2021 Draft Plan Development
- July 2021 Meeting with Stakeholders
- August 2021 Edit Draft Plan
- September 2021 Final Plan delivered
- September 2021 Present to Stakeholders
- October 2021 Present to City Commission
- Spring 2022 Oversee construction

`

BUDGET:
The overall cost of services should not exceed $60,000

VI. RECEIPT OF INFORMATION

Interested parties are invited to respond to this RFP by submitting a response to the City. Please see section III, "Required Considerations" in formulating your response.

To be considered by the City of Marquette, **Five (5) black and white** (copy able) proposals must be received at the City Finance Department no later than **2:00 p.m. EST March 3rd, 2021.** Proposals are to be in sealed envelopes, clearly identifying the proposal title, "Kids Cove Inclusive Playground" and are addressed to:

City of Marquette
Katie Burnette, Finance Dept.
RFP – 21-03
Kids Cove Inclusive Playground
300 W. Baraga
Marquette MI 49855

Proposals will be publicly opened at the following place and time:

Date: March 3rd
Time: 2:00 P.M. EST
Place: Finance Conference Room, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855
**Virtual meeting link to be provided upon request*

LATE PROPOSALS

Any proposals received by the City Finance Department after the exact date specified above will not be considered.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice received at any time prior to award. Proposals may be withdrawn in person by an officer or by a representative of the firm, provided that the representative signs a receipt for the proposal prior to award.

Transmission by fax or email will not be accepted. **The City of Marquette reserves the right to reject any and all proposals.**

VII. QUESTIONS CONCERNING THE RFP

Please direct all comments and questions to Jon Swenson, Community Service Director. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Jon Swenson
Community Service Director
401 East Fair Ave.
Marquette, MI 49855
Phone: (906) 225-8593
Fax: (906) 228-0493
Email: jswenson@marquettemi.gov

BID TABULATION

RFP 21-03 “Kids Cove Engineering”
(DNR TF#20-0199)

2:00 p.m., March 3, 2021

Bid Received From	Bid Amount (as read)
GEI Consultants Marquette, MI	$58,398
Sanders and Czapski Associates Marquette, MI	$71,000.00

RFP SCORE SHEET

CITY OF MARQUETTE KIDS COVE INCLUSIVE PLAYGROUND

SCORER'S NAME:	Average overall score, 3 staff and MPFA - MPFA scores averaged and weighted as one score

CRITERIA	WEIGHT	SCORE S & C	SCORE GEI	NOTES
RELATIVE EXPERIENCE OF PERSONNEL	25	24.7	21.25	
EXPERIENCE IN DEVELOPING UNIVERSALLY ACCESSIBLE PLAYGROUNDS	25	22.85	18.9	
EXPERIENCE IN PROJECTS WITH GRANT REQUIREMENTS	5	5	4.95	
COST	25	18.85	24.65	
REFERENCES	10	10	9.24	
OFFICE LOCATION	10	9.8	10	
TOTAL	**100**	**91.2**	**88.99**	

Agenda Date: 4/12/2021

New Business
Purchase of Property, 702 Lakeshore Boulevard - Roll Call Vote

BACKGROUND:

In December 2020, Dave Anthony contacted the City Manager's Office representing the Robert T. Anthony Trust to offer the City the opportunity to purchase the property located at 702 Lakeshore Boulevard. This property is one of the few private residences left on along the lake side of Lakeshore Boulevard and offers a unique opportunity to expand the City-owned public lakeshore.

Following this contact, an appraisal was ordered from Swanson, Mercier & Associates, Inc. and an appraised value of $235,000 was determined. In further discussions with the property owner and given the unique value and location of the residence, a purchase price of $350,000 was reached with the inclusion of some type of recognition of the history of the location and its relationship to the Anthony family as an additional component.

FISCAL EFFECT:

If the sale is approved, a cash payment of $350,000 will be made from the General Fund. This amount was not budgeted for and will require a budget adjustment.

RECOMMENDATION:

Authorize the City Manager to negotiate the purchase of 702 Lakeshore Boulevard, and direct the City Attorney to draft a purchase agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Appraisal
- Survey

INVOICE

FROM:

Swanson, Mercier & Associates, Inc.
1229 W. Washington Street
Marquette, MI 49855

Telephone Number: 906-228-9634 Fax Number: 906-228-9644

TO:

City of Marquette
300 W Baraga Ave
Marquette, MI 49855

E-Mail:
Telephone Number: Fax Number:
Alternate Number:

INVOICE NUMBER	
R211547	
DATES	
Invoice Date:	03/11/2021
Due Date:	
REFERENCE	
Internal Order #:	R211547
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	R211547
Other File # on form:	
Federal Tax ID:	38-3149391
Employer ID:	

DESCRIPTION

Lender: City of Marquette Client: City of Marquette
Purchaser/Borrower: N/A
Property Address: 702 N Lakeshore Blvd
City: Marquette
County: Marquette State: MI Zip: 49855
Legal Description: ELY PARK ADDITION LOT 232, City of Marquette, County of Marquette, MI

FEES	AMOUNT
Single Family Appraisal	600.00
SUBTOTAL	600.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			
TOTAL DUE			$ 600.00



APPRAISAL OF REAL PROPERTY

LOCATED AT:

702 N Lakeshore Blvd
ELY PARK ADDITION LOT 232, City of Marquette, County of Marquette, MI
Marquette, MI 49855

FOR:

City of Marquette
300 W Baraga Ave
Marquette, MI 49855

AS OF:

03/08/2021

BY:

Charles M. Swanson, MAI, SRA
Swanson, Mercier & Associates, Inc.
1229 W. Washington Street, Marquette, MI 49855
906-228-9634 (Phone)
906-228-9644 (Fax)

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	702 N Lakeshore Blvd
	Legal Description	ELY PARK ADDITION LOT 232, City of Marquette, County of Marquette, MI
	City	Marquette
	County	Marquette
	State	MI
	Zip Code	49855
	Census Tract	0002.00
	Map Reference	32100
PRICE & DATE	Contract Price	$
	Date of Contract	
PARTIES	Borrower	N/A
	Lender/Client	City of Marquette
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	819
	Price per Square Foot	$
	Location	N;Res;Urban
	Age	103,24
	Condition	Average
	Total Rooms	3
	Bedrooms	0
	Baths	0.1
APPRAISER	Appraiser	Charles M. Swanson, MAI, SRA
	Effective Date of Appraisal	03/08/2021
VALUE	Opinion of Value	$ 235,000

Uniform Residential Appraisal Report

File # R211547

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 702 N Lakeshore Blvd | City Marquette | State MI | Zip Code 49855
Borrower N/A | Owner of Public Record Anthony Robert T / Trust | County Marquette
Legal Description ELY PARK ADDITION LOT 232, City of Marquette, County of Marquette, MI
Assessor's Parcel # 52-52-003-702-80 | Tax Year 2020 | R.E. Taxes $ 3,690
Neighborhood Name East Marquette | Map Reference 32100 | Census Tract 0002.00
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ | [ ] PUD | HOA $ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) City of Marquette Possible Purchase
Lender/Client City of Marquette | Address 300 W Baraga Ave, Marquette, MI 49855
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). Per a search of the NCMLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE		One-Unit	80 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$ (000)	(yrs)		2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	150	Low	0	Multi-Family	5 %
Neighborhood Boundaries	Lake Superior to the East, E Fair Ave to the North, 7th St to the West and							775	High	170	Commercial	10 %
Washington St to the South.								300	Pred.	100	Other	%

Neighborhood Description This neighborhood consists primarily of older homes in average to good condition. Desirable area in that the homes are affordable and convenient to shopping, schools, Northern Michigan University, and UP Health System.

Market Conditions (including support for the above conclusions) The market conditions affecting the subject neighborhood are similar to those in the general Marquette County area. Financing is available at affordable interest rates. There remains a good balance between supply and demand. Area employment is at typical levels. The economy remains relatively stable. See attached addenda.

SITE

Dimensions 49.1 x 137 (average) | Area 6,727 sf (approx) | Shape Irregular | View N;Res;
Specific Zoning Classification MDR - Medium Density Res | Zoning Description Subject permitted principle use
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt Paving	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map # 26103C0495D | FEMA Map Date 04/19/2016
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [X] Yes [X] No If Yes, describe
As noted in the attached survey, the subject's garage, roof overhand, and driveway encroach onto city property (see attached document and text addendum). No other apparent adverse influences or conditions noted. The subject is along a busy street and a heavily used walking/bike path and front on a busy summer beach. These detract from value. Positives are it's proximity to beach and bike path.

IMPROVEMENTS

General Description		Foundation		Exterior Description	materials/condition	Interior	materials/condition
Units	[X] One [ ] One with Accessory Unit	[ ] Concrete Slab	[ ] Crawl Space	Foundation Walls	Concrete Block/Avg	Floors	Cpt/Vinyl/Avg
# of Stories	1	[X] Full Basement	[ ] Partial Basement	Exterior Walls	Hardboard/Avg	Walls	DW/Pnl/Avg
Type	[X] Det. [ ] Att. [ ] S-Det./End Unit	Basement Area	819 sq.ft.	Roof Surface	Rubber/AsphShn/Av	Trim/Finish	Wood/Avg
[X] Existing	[ ] Proposed [ ] Under Const.	Basement Finish	90 %	Gutters & Downspouts	Some Vinyl/Avg	Bath Floor	Vinyl/Avg
Design (Style)	Ranch	[ ] Outside Entry/Exit	[ ] Sump Pump	Window Type	Wd/DH/Avg	Bath Wainscot	Fbrgls/Avg
Year Built	1918	Evidence of [ ] Infestation		Storm Sash/Insulated	None	Car Storage	[ ] None
Effective Age (Yrs)	15	[ ] Dampness	[ ] Settlement	Screens	Yes/AG	[X] Driveway	# of Cars 2
Attic	[X] None	Heating [ ] FWA	[X] HWBB [ ] Radiant	Amenities	[ ] Woodstove(s) # 0	Driveway Surface	Concrete
[ ] Drop Stair	[ ] Stairs	[ ] Other	Fuel Natural Gas	[ ] Fireplace(s) # 1	[ ] Fence None	[X] Garage	# of Cars 1
[ ] Floor	[ ] Scuttle	Cooling [ ] Central Air Conditioning		[X] Patio/Deck Deck	[X] Porch 2 Porches	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other None	[ ] Pool None	[ ] Other None	[ ] Att.	[X] Det. [ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [ ] Dishwasher [ ] Disposal [X] Microwave [ ] Washer/Dryer [X] Other (describe) Bath Fan
Finished area above grade contains: 3 Rooms | 0 Bedrooms | 0.1 Bath(s) | 819 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). No personal property is included. 2 covered porches, walk out deck over looking the beach, 1 car detached garage. Two basement bedrooms and two basement baths - see attached drawing.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Average Condition; Some updating done over the years. Physical inadequacies commensurate with the condition of the home and were considered in the appraiser's estimate of effective age. (Effective age is the age indicated by the condition and utility of a property).

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
The home is occupied and utilities were on at the time of the appraisal viewing.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe
The overall quality of the subject improvements are average, as are the room sizes, layout, closet space, mechanical systems, and general adequacy. **Some functional obsolescence due to no 1st floor bedroom or full baths.**

Uniform Residential Appraisal Report

File # R211547

There are comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ to $.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	702 N Lakeshore Blvd Marquette, MI 49855	1024 S Lake St Marquette, MI 49855		1068 S Lake St Marquette, MI 49855		3001 Island Beach Rd Marquette, MI 49855	
Proximity to Subject		1.73 miles SW		1.89 miles S		2.43 miles N	
Sale Price	$		$ 290,000		$ 240,000		$ 340,000
Sale Price/Gross Liv. Area	$ sq.ft.	$ 228.53 sq.ft.		$ 369.80 sq.ft.		$ 289.12 sq.ft.	
Data Source(s)		NCMLS#11121053/File;DOM 70		NCMLS#1119810/File;DOM 0		NCMLS#1109540;DOM 886	
Verification Source(s)		NCMLS/Deed/100% SP/LP Ratio		NCMLS/Deed/100% SP/LP Ratio		NCMLS/Deed/79% SP/LP Ratio	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		ArmLth Conv;0		ArmLth Conv;1000 Reb	-1,000	ArmLth Conv;10200 Re	-10,200
Date of Sale/Time		s08/20;c06/20		s03/20;c02/20		s12/20;c09/20	
Location	N;Res;Urban	N;Res;Urban		N;Res;Urban		N;Res;Urban	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	6,727 sf (approx)	8,890 sf	0	7,600 SF	0	15,000 sf	-17,000
View	Res/LkFront	Lk Superior View	0	Lk Superior View	0	Lk Superior View	0
Design (Style)	Ranch	Ranch		Ranch		Ranch	
Quality of Construction	Average	Similar		Similar		Similar	
Actual Age	103,24	124	0	100	0	62	0
Condition	Average	Similar		Similar		Similar	
Above Grade Room Count (Total / Bdrms. / Baths)	3 / 0 / 0.1	5 / 3 / 1.0	-1,500	4 / 1 / 1	-1,500	5 / 3 / 1.0	-1,500
Gross Living Area	819 sq.ft.	1,269 sq.ft.	-33,800	649 sq.ft.	+12,800	1,176 sq.ft.	-26,800
Basement & Finished Rooms Below Grade	819 Sq.Ft. 2 bed 2 bath	504sf0sfin NoFnsh/NoBath	+11,000 0	Crawl Space NoFnsh/NoBath	+10,000 0	1176sf780sfwo 1rr1br1.0ba0o	-3,000 0
Functional Utility	Below Average	Superior	-29,000	Superior	-24,000	Superior	-33,000
Heating/Cooling	GHW/None	GFA/None	0	GFA/None	0	GHW/None	0
Energy Efficient Items	None	None		None		2 Fireplaces	-2,000
Garage/Carport	1 Car Detach	1 Car Detach		1 C.Att/1 C. Det	-5,000	2ga1gd2dw	-10,000
Porch/Patio/Deck	CP/Entry	CP/Entry	0	Cvrd Front	0	CP/2Patios	-5,000
Extras	Deck	Patio	0	Fence	0	Fence/Shed	-1,000
Extras	None	None		None		None	
Extras	~90 FF/Sandy	65 ft Lk View	0	50 ft Lk View	0	100 ft Lk View	0
Net Adjustment (Total)		☐ + ☒ -	$ -53,300	☐ + ☒ -	$ -8,700	☐ + ☒ -	$ -109,500
Adjusted Sale Price of Comparables		Net Adj. 18.4 % Gross Adj. 26.0 %	$ 236,700	Net Adj. 3.6 % Gross Adj. 22.6 %	$ 231,300	Net Adj. 32.2 % Gross Adj. 32.2 %	$ 230,500

SALES COMPARISON APPROACH

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Public Records

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) North Central Multiple Listing Service

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	08/02/2007			
Price of Prior Sale/Transfer	$0			
Data Source(s)	Public Records	NCMLS Check/City	NCMLS Check Only	NCMLS Check Only
Effective Date of Data Source(s)	03/08/2021	03/08/2021	03/08/2021	03/08/2021

Analysis of prior sale or transfer history of the subject property and comparable sales

Summary of Sales Comparison Approach Adjusted comparables 1-3 from the tightest subject value range and are given the most consideration in arriving at an opinion of value via this approach. No adjustment is applied under location or view - this has been considered in the site value. Site adjustments are based on both land value AND location, not just size alone. Example, while a site may be larger/smaller in size, it is located in a superior/inferior location, suburban/urban settings, subdivisions, along private roads, busy streets, wooded or water views etc. All comparables are located in the City of Marquette and have Lake Superior frontage or a Lake Superior view. Comparables 1 & 2 have access to the beach across the street and like the subject, a walking/bike path. Comparable 4 has lake frontage and does not have the negative influence of being on a busy street or next to a walking/bike path,

Indicated Value by Sales Comparison Approach $ 235,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 235,000 Cost Approach (if developed) $ 227,518 Income Approach (if developed) $

Weight has only been placed on the Sales Comparison Approach because it is felt to best represent the actions of buyers and sellers in the marketplace. The Cost Approach is given no weight due to the age of the home. The Income Approach to Value was not used here because single family homes in this area typically do not sell based on their income generating capabilities.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 235,000 , as of 03/08/2021 , which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File # R211547

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	702 N Lakeshore Blvd Marquette, MI 49855	3060 Island Beach Rd Marquette, MI 49855					
Proximity to Subject		2.48 miles NW					
Sale Price	$		$ 525,000		$		$
Sale Price/Gross Liv. Area	$ sq.ft.	$ 303.12 sq.ft.		$ sq.ft.		$ sq.ft.	
Data Source(s)		NCMLS#1108579;DOM 55					
Verification Source(s)		NCMLS/Deed/100% SP/LP Ratio					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		ArmLth Conv;0					
Date of Sale/Time		s07/18;c06/18					
Location	N;Res;Urban	N;Res;Urban					
Leasehold/Fee Simple	Fee Simple	Fee Simple					
Site	6,727 sf (approx)	13,192 sf	-50,000				
View	Res/LkFront	Res/LkFront					
Design (Style)	Ranch	Ranch					
Quality of Construction	Average	Superior	-26,000				
Actual Age	103,24	41	0				
Condition	Average	Superior	-52,000				
Above Grade Room Count	Total 3 / Bdrms. 0 / Baths 0.1	Total 6 / Bdrms. 2 / Baths 1.1	-3,000	Total / Bdrms. / Baths		Total / Bdrms. / Baths	
Gross Living Area	819 sq.ft.	1,732 sq.ft.	-68,500	sq.ft.		sq.ft.	
Basement & Finished Rooms Below Grade	819 Sq.Ft. 2 bed 2 bath	1732sf 686sfin 1 recrm 1 util	+2,000 0				
Functional Utility	Below Average	Superior	-52,000				
Heating/Cooling	GHW/None	GFA/Cent A/C	-1,000				
Energy Efficient Items	None	Frplc/WdStv	-2,000				
Garage/Carport	1 Car Detach	2 Car Attach	-5,000				
Porch/Patio/Deck	CP/Entry	LargCvr'd Porch	-2,500				
Extras	Deck	Deck					
Extras	None	None					
Extras	~90 FF/Sandy	~69 FF/Sandy	0				
Net Adjustment (Total)		☐ + ☒ -	$ -260,000	☐ + ☐ -	$	☐ + ☐ -	$
Adjusted Sale Price of Comparables		Net Adj. 49.5 % Gross Adj. 50.3 %	$ 265,000	Net Adj. % Gross Adj. %	$	Net Adj. % Gross Adj. %	$

SALE HISTORY

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer	08/02/2007			
Price of Prior Sale/Transfer	$0			
Data Source(s)	Public Records	NCMLS Check Only		
Effective Date of Data Source(s)	03/08/2021	03/08/2021		

Analysis of prior sale or transfer history of the subject property and comparable sales

ANALYSIS / COMMENTS

Analysis/Comments

Freddie Mac Form 70 March 2005 — Fannie Mae Form 1004 March 2005

Uniform Residential Appraisal Report

File # R211547

ADDITIONAL COMMENTS

The estimated market value is varies from the predominate value for the neighborhood, but is not felt to be an under improvement and it does not have an effect on marketability. Properties in this market range from $150,000 to $775,000. The subject area is made of many various types, ages, and styles of property; this is evidenced by the listings and sales included in the report.

The sales used are considered to be reliable indicators of value and reflective of the current market. These sales are not excluded because of a larger variances in gross living area. The gross living area adjustment has been bracketed. Varying home styles as well as number of bedrooms and age are typical for homes in this market and price range.

Cost Approach Extras: deck, porches, built-ins.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Land sale data is on file with the appraiser that supports the subject land value estimate below.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

Source of cost data Marshall & Swift

Quality rating from cost service Avg Effective date of cost data Current

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

The costs used here are based on the Marshall & Swift cost service and supplemented with local construction costs. Physical depreciation is based on the age/life method. SEE ATTACHED IMPROVEMENT SKETCH FOR LAYOUT & DIMENSIONS.

Estimated Remaining Economic Life (HUD and VA only) 55 Years

OPINION OF SITE VALUE				=$ 126,000
DWELLING	819 Sq.Ft. @ $	110.45		=$ 90,459
Basement	819 Sq.Ft. @ $	51.35		=$ 42,056
See Above...				=$ 10,015
Garage/Carport	200 Sq.Ft. @ $	46.50		=$ 9,300
Total Estimate of Cost-New				=$ 151,830
Less Depreciation	Physical 32,537	Functional 22,775	External	=$(55,312)
Depreciated Cost of Improvements				=$ 96,518
"As-is" Value of Site Improvements				=$ 5,000
INDICATED VALUE BY COST APPROACH				=$ 227,518

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The Income Approach to Value was not used here because single family homes in this area typically do not sell based on their income generating capabilities.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # R211547

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # R211547

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION:

The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

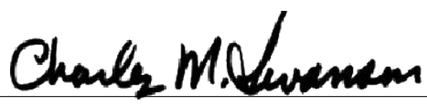
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 

Name Charles M. Swanson, MAI, SRA

Company Name Swanson, Mercier & Associates, Inc.

Company Address 1229 West Washington Street, Marquette, MI 49855

Telephone Number (906) 228-9634

Email Address chuck@swansonmercier.com

Date of Signature and Report 03/12/2021

Effective Date of Appraisal 03/08/2021

State Certification # 1201000002

or State License #

or Other (describe) State #

State MI

Expiration Date of Certification or License 07/31/2021

ADDRESS OF PROPERTY APPRAISED

702 N Lakeshore Blvd

Marquette, MI 49855

APPRAISED VALUE OF SUBJECT PROPERTY $ 235,000

LENDER/CLIENT

Name

Company Name City of Marquette

Company Address 300 W Baraga Ave, Marquette, MI 49855

Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street
Date of Inspection

☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street
Date of Inspection

Additional Comments

File No. R211547

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						

Legal Description
Lot 232 of Ely Park Addition, City of Marquette, County of Marquette, State of Michigan.

Encroachment
As seen in the attached survey there is an encroachment onto city property. The garage, driveway, and porches are all encroachments. Through a conversation with the owner it was revealed that the city notified Mr. Anthony about the encroachment a number of years ago. Reportedly Mr. Anthony was told by the city it wouldn't be an issue at that time. Therefore it is assumed that the property rights of the encroachments will transfer with the ownership.

Market Conditions
It is occasionally difficult to obtain comparable sales that meet all secondary mortgage market guidelines, more particularly the following: Comparables located within one (1) mile of the subject; Comparables that have sold within the last six (6) months; and Gross/Net Adjustments to comparables within the prescribed limits. Contributing factors to such difficulty are these: The large geographic area covered by Marquette County; a disproportionately small population with respect to the land area mass; and the relative stability and seasonal nature of this real estate market. All attempts are made to use the best data available to assist in estimating the value of property being appraised. Adjustments are made only for those items that a typical purchaser might consider in their buying decision and not for minor differences between the subject and each comparable. Most property in this area sells via conventional bank financing with no special buydowns, but there are some seller's concessions. There are some Land Contracts and FHA/VA financing.

Marquette County Michigan, where the subject is located, has a fairly stable economy mainly due to: minimal over building; stable employment at Northern Michigan University, UP Health System, Cliffs Natural Resources Iron Mines, Lundin Mine and governmental employment, and tourism.

On 03/11/2020 the WHO (World Health Organization) declared coronavirus (Covid-19) a global outbreak pandemic. As of the effective date of this appraisal, it was still to early to detect what impact this might have on the market.

It should be noted that variances in sale and listing activity occur in this area due in part to the seasonal nature of the local real estate market having less activity in the winter months (Oct.-April). This has been more pronounced this year due to the State of Michigan - Stay In Place Order (SIPO). Late spring and early summer is generally a more active time for the local market and the SIPO caused a delay in market activity. Once the SIPO was opened for the Real Estate industry, the market became very active because of the back log of buyers and sellers. This recent activity is caused by the delay and not by a significant or long term change in market conditions and supply and demand are expected to return to normal levels.

Exposure Time
Exposure time is the estimated length of time that a property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The subject's exposure time is estimated to be 2-6 months.

Highest and Best Use
Highest and best use is described as being the reasonable, probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The current use as a single family residential property is the highest and best use. The existing improvement in the report contribute to the overall value in its 'as-is" depreciated overall condition as described within this report.

Adverse Environmental Conditions
Due to the age of the subject home, built prior to 1978, it is very possible there is lead based paint present. The appraiser did not observe any major peeling/chipping paint on the subject interior or exterior. If there is further concern on the part of the client testing should be done. THE LOCAL MARKET HAS NOT PENALIZED HOMES WITH LEAD BASED PAINT. No adverse environmental conditions were observed or reported to the appraiser. If problems were to exist they may have a negative affect on value. The appraiser is not an environmental specialist and if there is further concern on the part of the client, an environmental specialist should be consulted.

When performing the inspection of the subject property, the appraiser visually observed areas that were readily accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility. The property inspection does not offer warranties or guarantees of any kind.

Due to heavy snow fall in this area during winter months, a complete visual inspection of the roof, landscaping, driveways, and exterior accessed crawl spaces is not always possible. The unobservable information contained in this report is obtained from conversation with the owner, prior appraisal inspections on this property from the appraiser's files, or from the realtor data sheet and is assumed to be reliable.

This appraisal is not a home inspection and the appraiser is not acting as a home inspector when preparing this appraisal report. The borrower and or client has the right to have the property inspected by a professional home inspector.

The reader should be aware that every attempt is made to accurately measure the subject property and denote room locations. However, due to the difficulty of measuring the upper levels of homes or measuring uniquely angled homes where interior measurements may need to be used, the overall size and room locations should be considered an estimate.

In addition, the location of the subject and comparable sales on the location maps should be considered approximate due to the limitations of the mapping software program.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the loan.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Additional Comments

File No. R211547

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						

Expanded Intended User

The Intended User of this appraisal report is the client. The Intended Use is to evaluate the property that is the subject of this appraisal for a possible purchase subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser. Any other party receiving a copy of this report for any reason is not an intended user; nor does receiving a copy of this report result in an appraiser-client relationship.

Use of this report by any other party(ies) is not intended by the appraiser.

The Uniform Standards of Professional Appraisal Practice (USPAP) prohibits an appraiser from changing the name on or re addressing an appraisal to anyone other than the client for whom it was originally prepared.

Comparable Photo Comments

An exterior inspection from the street was completed by the appraiser on each of the comparables. In addition, the comparables may have been appraised by Swanson, Mercier & Associates, Inc. Photos are taken either in conjunction with the actual appraisal of these sales or as close to their respective sales dates as possible, therefore there may be seasonal differences in the photos.

License Information

In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909. Charles M. Swanson, MAI, SRA, is currently licensed as a Certified General Real Estate Appraiser #1201000002.

Significant Assistance

Brian James Dobos
Limited Real Estate Appraiser License
License No. 1201076774
Brian Dobos provided significant assistance in the preparation of this appraisal report including but not limited to; the personal inspection, data collection, analysis, and reconciliation of the final value.

Gramm-Leach-Bliley Privacy Disclosure

Swanson, Mercier & Associates, Inc. collects non-public information about the applicant from the following sources: information received either from the applicant on application or other forms; information received about the applicant's transaction with the client, our affiliates, or others; information received from a consumer reporting agency. Swanson, Mercier & Associates, Inc. restricts access to non-public information about the applicant to those employees who need to know that information to provide products or services to the applicant or client. Swanson, Mercier & Associates, Inc. maintains physical, electronic and procedural safeguards to comply with federal regulations to guard the applicants non-public personal information. Swanson, Mercier & Associates, Inc. does not disclose any non-public personal information about our customers or former customers to anyone except as permitted by law.

Subject Photo Page

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Subject Front

702 N Lakeshore Blvd

Sales Price	
GLA	819
Total Rooms	3
Total Bedrms	0
Total Bathrms	0.1
Location	N;Res;Urban
View	Res/LkFront
Site	6,727 sf (approx)
Quality	Average
Age	103,24



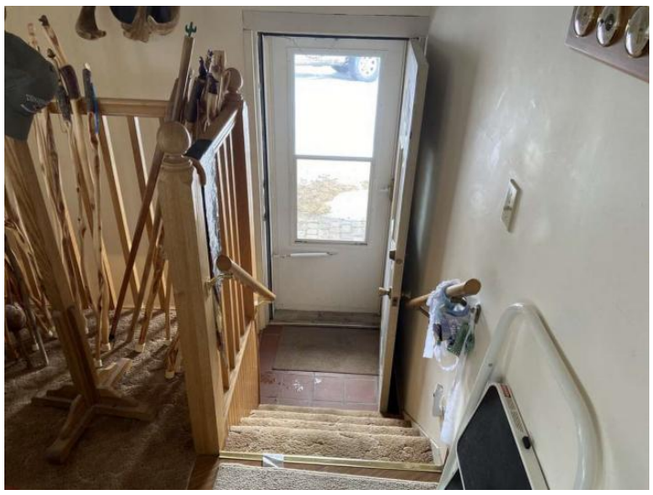
Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Entry



Kitchen



Kitchen



Dining Room



Half Bath



Living Room

Photograph Addendum

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Living Room



View from Living Room



Basement Bedroom



Basement Bathroom



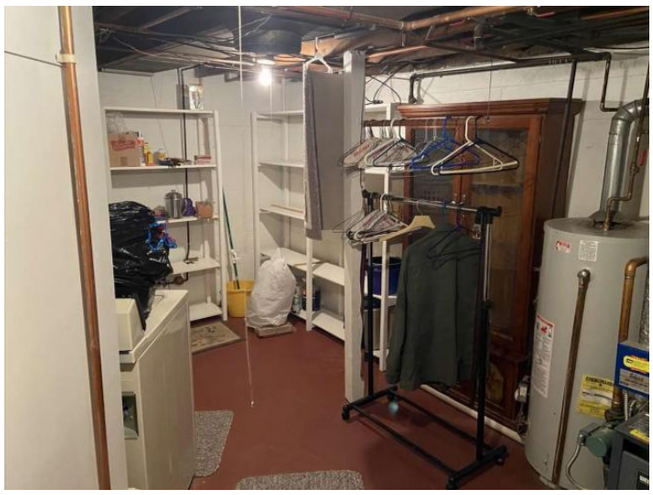
Basement Bedroom



Basement Bathroom

Photograph Addendum

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Basement Storage



Basement Laundry



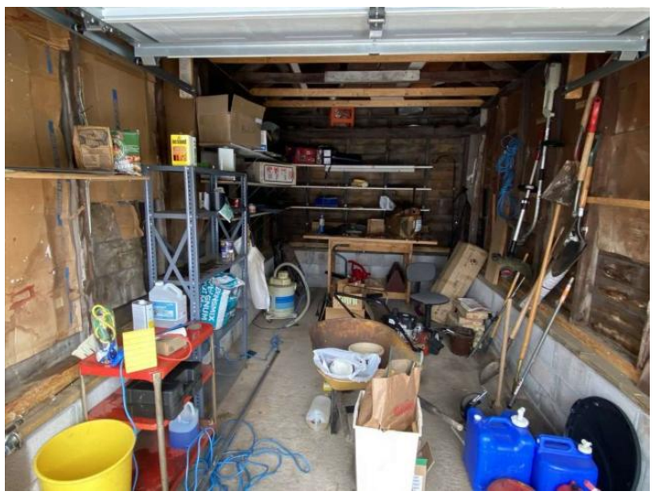
Utility



Utility



Garage



Garage Interior

Photograph Addendum

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Deck



View from Deck



View from Deck



Rear Exterior



Side Exterior

Section 54.308 MDR, Medium Density Residential District

(A) Intent
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Child or Day Care, Family Home • Dwelling, Single-Family Detached • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Residential Limited Animal Keeping	• Adult Foster Care, Small Group Home • Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • Dwelling, Accessory Unit • Dwelling, Intentional Community • Dwelling, Two-Family (Duplex) • Foster Family Group Home • Hospital Hospitality House • Public or Governmental Building • Recreational Use, Public • Religious Institution • School, Primary or Secondary • School, University
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

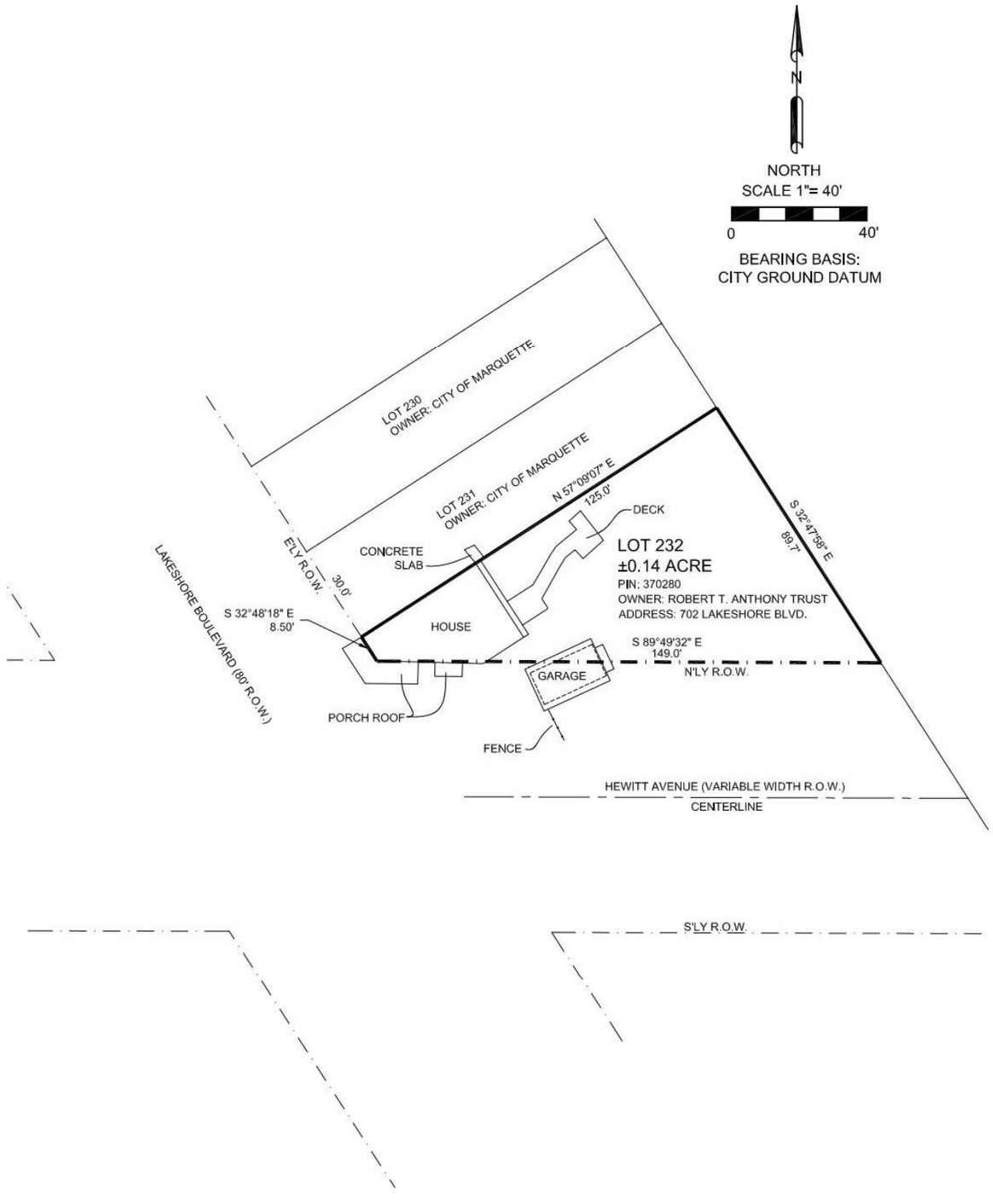
(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,500 *(C)*	*Front Yard (ft.)*	15 *(A), (B)*
Min. Lot Width (ft.)	37.5 *(D)*	*Side Yard (one) (ft.)*	5 *(K)*
Max. Impervious Surface Coverage (%)	*(Q)*	*Side Yard (total of 2) (ft.)*	13 *(K)*
Max. Building Height of Primary Building (ft.) (O)	31.5	*Rear Yard (ft.)*	20 *(K)*
Max. Building Height of Accessory Building	*(K)*		
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*

City of Marquette, MI
Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE
Page 148 of 177

LOT SKETCH

LOT 232 OF ELY PARK SUBDIVISION, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



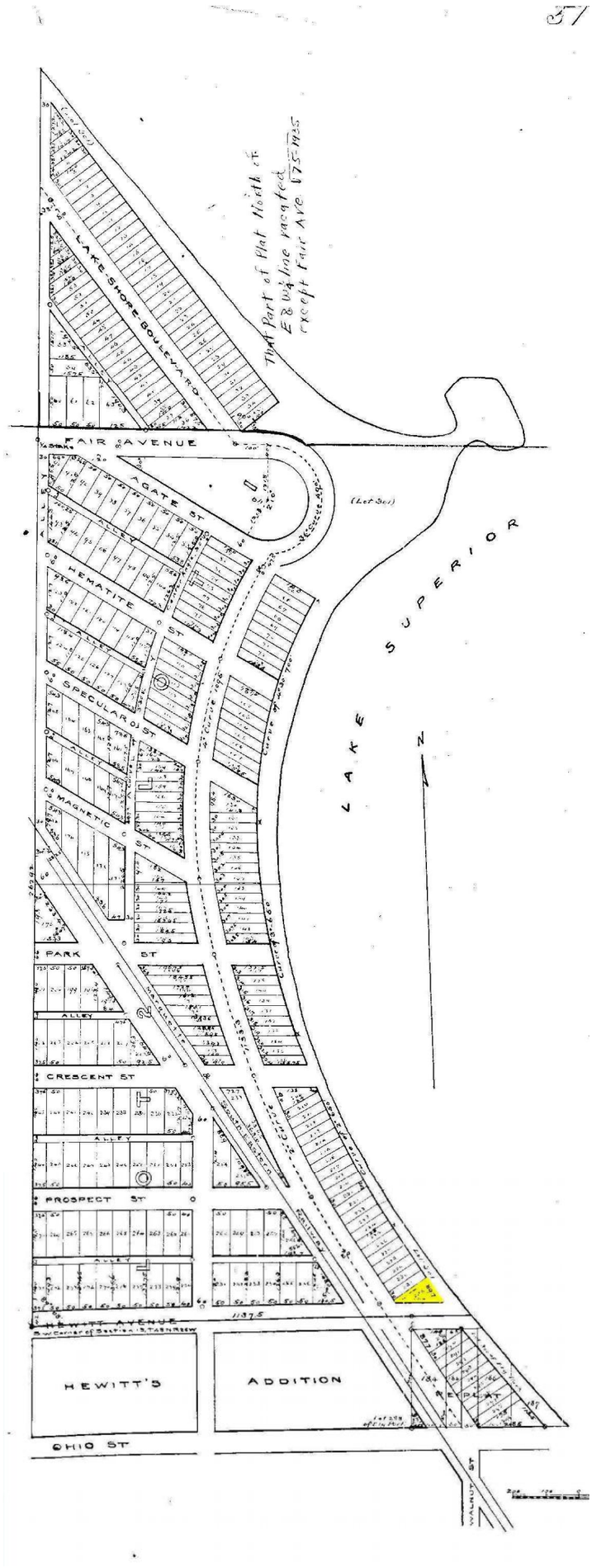
NOTES:
1. THIS SKETCH IS INTENDED TO BE USED FOR A VISUAL REFERENCE.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. FIELD WORK AND LOT LINES BASED ON A SURVEY BY VAN NESTE SURVEYING RECORDED IN DOCUMENT 2020R-07115 AND ROTATED TO CITY GROUND DATUM.
4. SOME IMPROVEMENTS WERE NOT LOCATED DO TO SNOW COVER.
5. SEE SHEET 2 FOR ENCROACHMENT DETAILS.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
FEBRUARY 25, 2021
SHEET 1 OF 2

J:\Projects\MOXX-900s Boundary and Easement Surveys\MO21-901 702 Lakeshore Blvd - Boundary Survey\Field Construction Related\All Survey\Survey Drawings\MO21-901 702 Lakeshore Blvd - Lot Sketch (210224).dwg

Plat Map

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



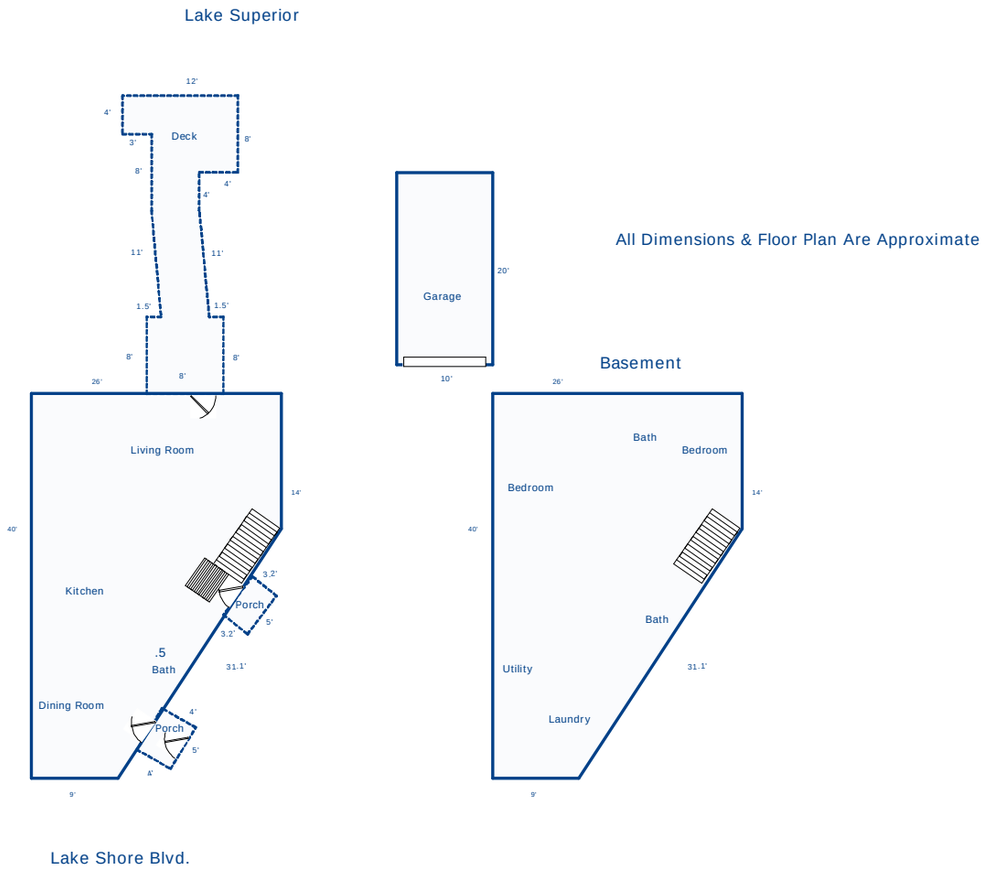
Aerial Map

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Building Sketch

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	819.00	819.00
BSMT	Basement	819.00	819.00
GAR	Garage	200.00	200.00
P/P	Deck	223.00	
	Covered Porch	16.00	
	Enclosed Porch	20.25	259.25
Net LIVABLE Area		(rounded)	819

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
	9.0	x	26.0	234.00
	14.0	x	26.0	364.00
0.5 x	26.0	x	17.0	221.00
3 Items			(rounded)	819

Comparable Photo Page 1-3

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Comparable 1

1024 S Lake St

Proximity	1.73 miles SW
Sale Price	290,000
GLA	1,269
Total Rooms	5
Total Bedrms	3
Total Bathrms	1.0
Location	N;Res;Urban
View	Lk Superior View
Site	8,890 sf
Quality	Similar
Age	124



Comparable 2

1068 S Lake St

Proximity	1.89 miles S
Sale Price	240,000
GLA	649
Total Rooms	4
Total Bedrms	1
Total Bathrms	1
Location	N;Res;Urban
View	Lk Superior View
Site	7,600 SF
Quality	Similar
Age	100



Comparable 3

3001 Island Beach Rd

Proximity	2.43 miles N
Sale Price	340,000
GLA	1,176
Total Rooms	5
Total Bedrms	3
Total Bathrms	1.0
Location	N;Res;Urban
View	Lk Superior View
Site	15,000 sf
Quality	Similar
Age	62

Comparable Photo Page 4-6

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Comparable 4

3060 Island Beach Rd

Proximity	2.48 miles NW
Sale Price	525,000
GLA	1,732
Total Rooms	6
Total Bedrms	2
Total Bathrms	1.1
Location	N;Res;Urban
View	Res/LkFront
Site	13,192 sf
Quality	Superior
Age	41

Comparable 5

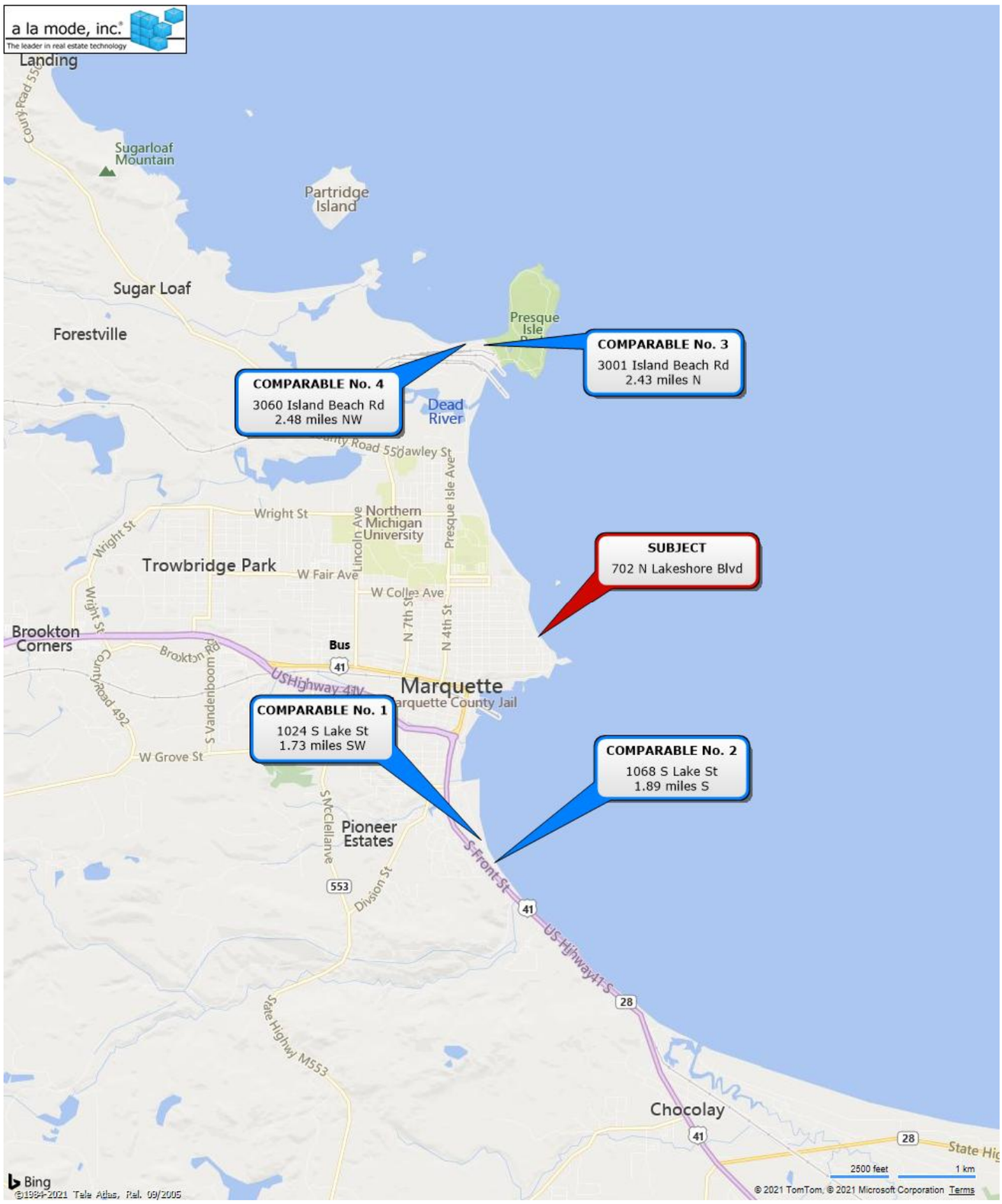
Proximity	
Sale Price	
GLA	
Total Rooms	
Total Bedrms	
Total Bathrms	
Location	
View	
Site	
Quality	
Age	

Listing 6

Proximity	
Sale Price	
GLA	
Total Rooms	
Total Bedrms	
Total Bathrms	
Location	
View	
Site	
Quality	
Age	

Location Map

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						



Borrower	N/A					File No.	R211547
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
— The statements of fact contained in this report are true and correct.
— The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
— Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
— Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
— I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
— My engagement in this assignment was not contingent upon developing or reporting predetermined results.
— My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:

Signature: Charles M. Swanson
Name: Charles M. Swanson, MAI, SRA
State Certification #: 1201000002
or State License #:
State: MI Expiration Date of Certification or License: 07/31/2021
Date of Signature and Report: 03/12/2021
Effective Date of Appraisal: 03/08/2021
Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): 03/08/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

Appraiser Qualification

Borrower	N/A						
Property Address	702 N Lakeshore Blvd						
City	Marquette	County	Marquette	State	MI	Zip Code	49855
Lender/Client	City of Marquette						

Swanson, Mercier & Associates, Inc.

State Licensed and Certified Real Estate Appraisers

Charles M. Swanson, MAI, SRA, Certified General Appraiser
Lori A. Mercier, Certified General Appraiser
Amy K. Rickard, Certified Residential Appraiser
Brian J. Dobos, Limited Real Estate Appraiser

Midtown Office Center
1229 W. Washington St.
Marquette, Michigan 49855
Tel: 906-228-9634
Fax: 906-228-9644
admin@swansonmercier.com
www.swansonappraisal.com

SUMMARY OF QUALIFICATIONS

Charles M. Swanson, MAI, SRA

EDUCATION

Northern Michigan University Marquette, Michigan	B.S. Degree - Business
Macomb Community College Mount Clemens, Michigan	Associate Degree - Real Estate

PROFESSIONAL DESIGNATIONS

MAI (Member Appraisal Institute)
SRA (Senior Residential Appraiser)

Both designations are awarded by the Appraisal Institute to those individuals who have demonstrated professional excellence in the analysis and valuation of both income producing real estate and residential real estate.

LICENSE

Michigan State Certified Real Estate Appraiser	#1201000002
Michigan Real Estate Broker	#6501113730

EXPERIENCE

Swanson, Mercier & Associates, Inc. — January 1, 1990 - Present

Real estate appraisal and consulting firm specializing in commercial, residential, recreation property, vacant land, and special purpose properties. Clients include: lenders, individuals, government agencies, attorneys, relocation companies and insurance companies.

D&N Bank — June 1972 - December 1989

Positions held include:

Vice President, Commercial Real Estate Lending - Responsible for State wide commercial real estate lending and servicing.

Vice President Upper Michigan Operations – Responsible for real estate lending, state wide appraisal operations, installment lending, savings and branch operations.

Assistant Vice President, Commercial Real Estate Lending and Servicing - Responsibilities included; new commercial loan origination, servicing of income property loans, and the workout of problem loans. Originated, underwrote and closed loans ranging from $100,000 to $10,000,000. Property types included apartments, motels, mobile home parks, nursing homes, land development, and shopping centers.

Chief Appraiser - Responsible for total appraisal function in Lower Michigan.

Macomb Community College - Part-time instructor. Taught appraisal and real estate finance.

TYPES OF PROPERTY APPRAISED INCLUDE:

Apartments	Churches	Nursing Homes	Assisted Living Facilities
Condominiums	Hotels	Mobile Home Park	Special Purpose Properties
Office	Vacant Land	Residential	Subdivision Development
Schools	Commercial	Industrial	Recreation Properties

PROFESSIONAL AND COMMUNITY MEMBERSHIPS (Past and Present)

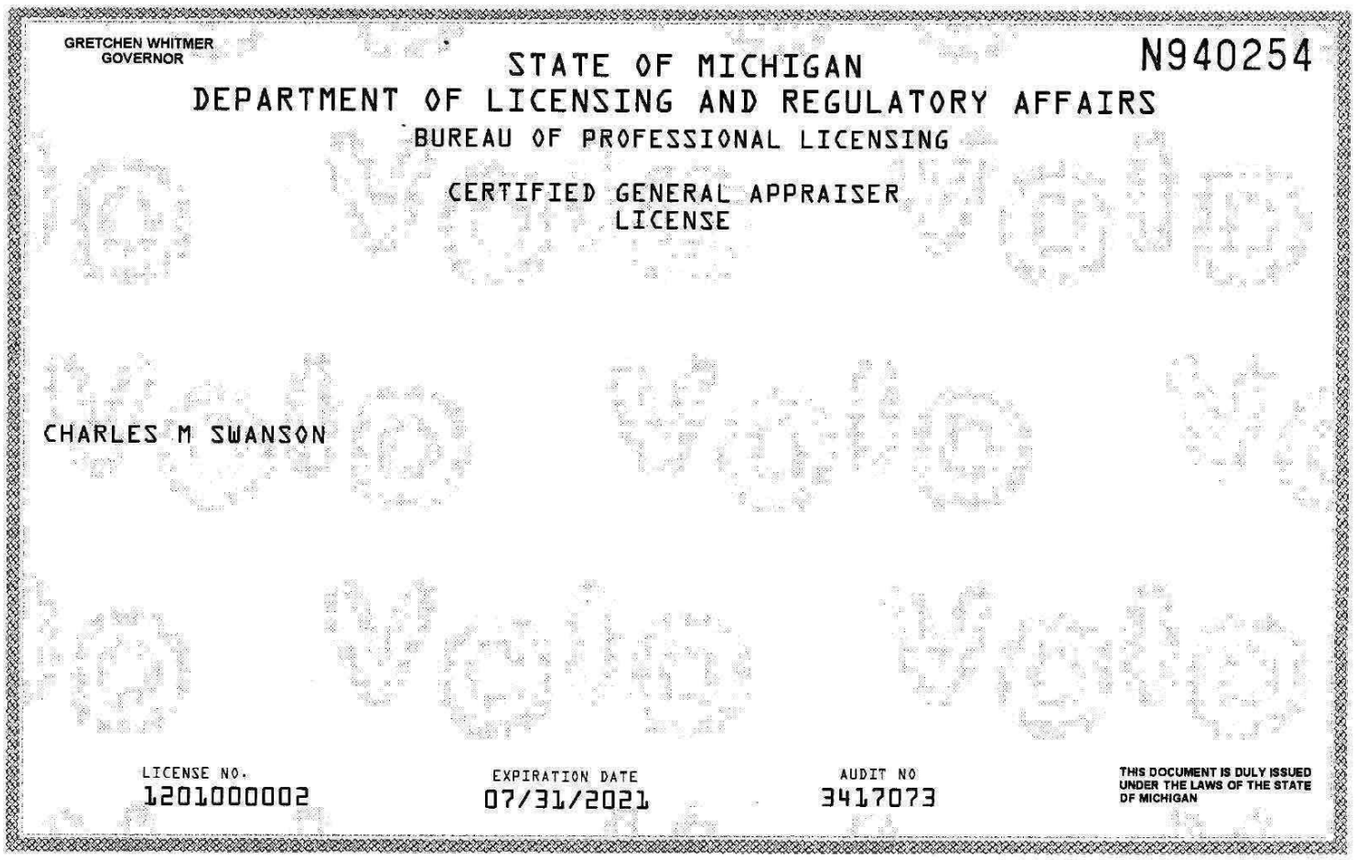
APPRAISAL INSTITUTE

Member, Appraisal Institute (MAI) - Great Lakes Chapter - Board Member - Candidate Guidance Chairman (Past)
MAI Admissions/Experience Committee (Past)

OTHER PROFESSIONAL MEMBERSHIPS:
Michigan State Real Estate Appraiser Board (Past Chairman)
Michigan Association of Realtors
National Association of Realtors
Upper Peninsula Board of Realtors

COMMUNITY MEMBERSHIPS: (Past and Present)
Marquette Regional History Center – Past President
Great Lakes Olympic Training Center Association - Board Member
Hiawathaland Boy Scout Council - Past President
Marquette Area Chamber of Commerce - Board Member
Rotary International, Marquette Club
Marquette County Economic Club - Board Member

Appraiser License



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

N940254

CERTIFIED GENERAL APPRAISER
LICENSE

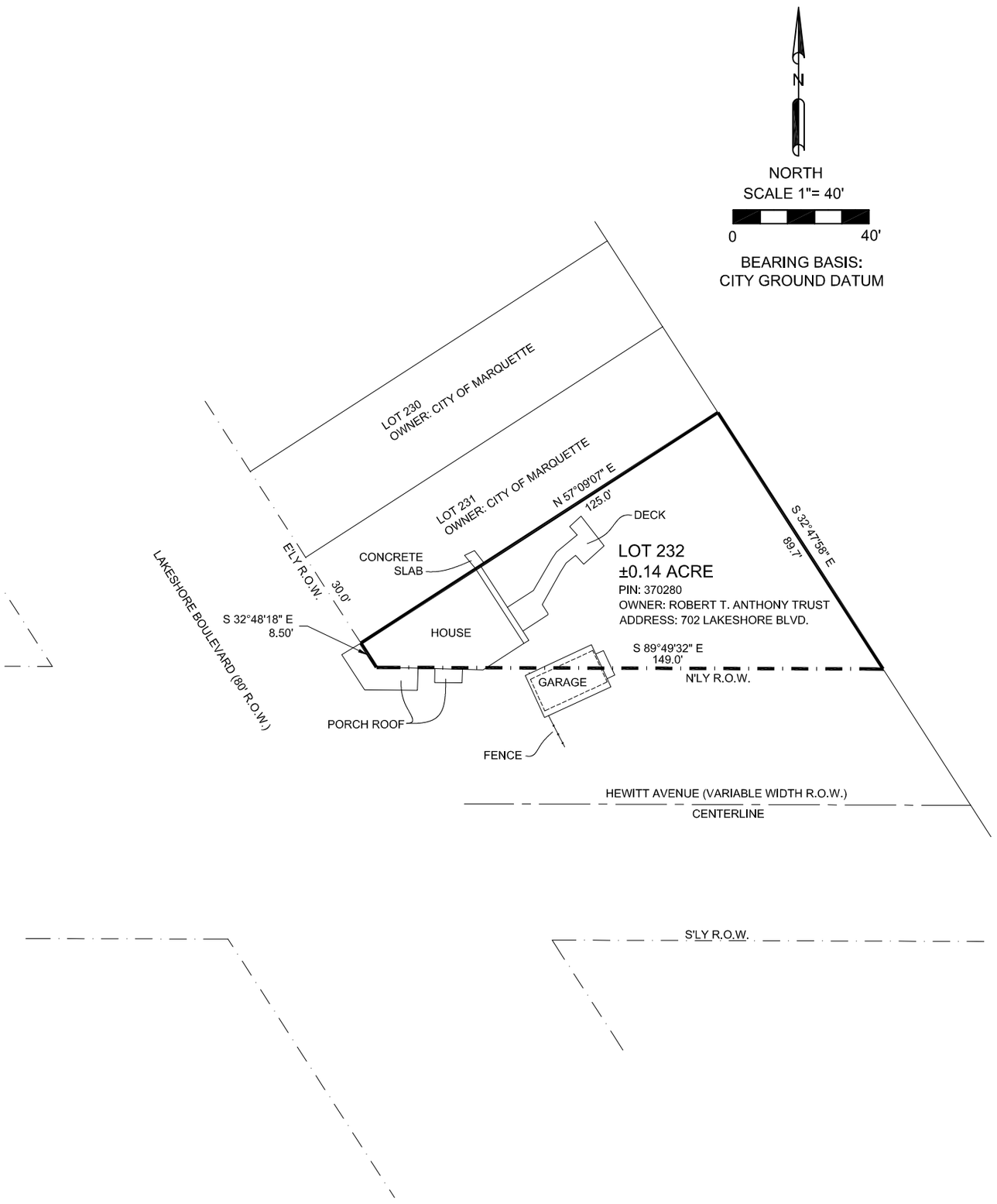
CHARLES M SWANSON

LICENSE NO.	EXPIRATION DATE	AUDIT NO
1201000002	07/31/2021	3417073

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

LOT SKETCH

LOT 232 OF ELY PARK SUBDIVISION, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



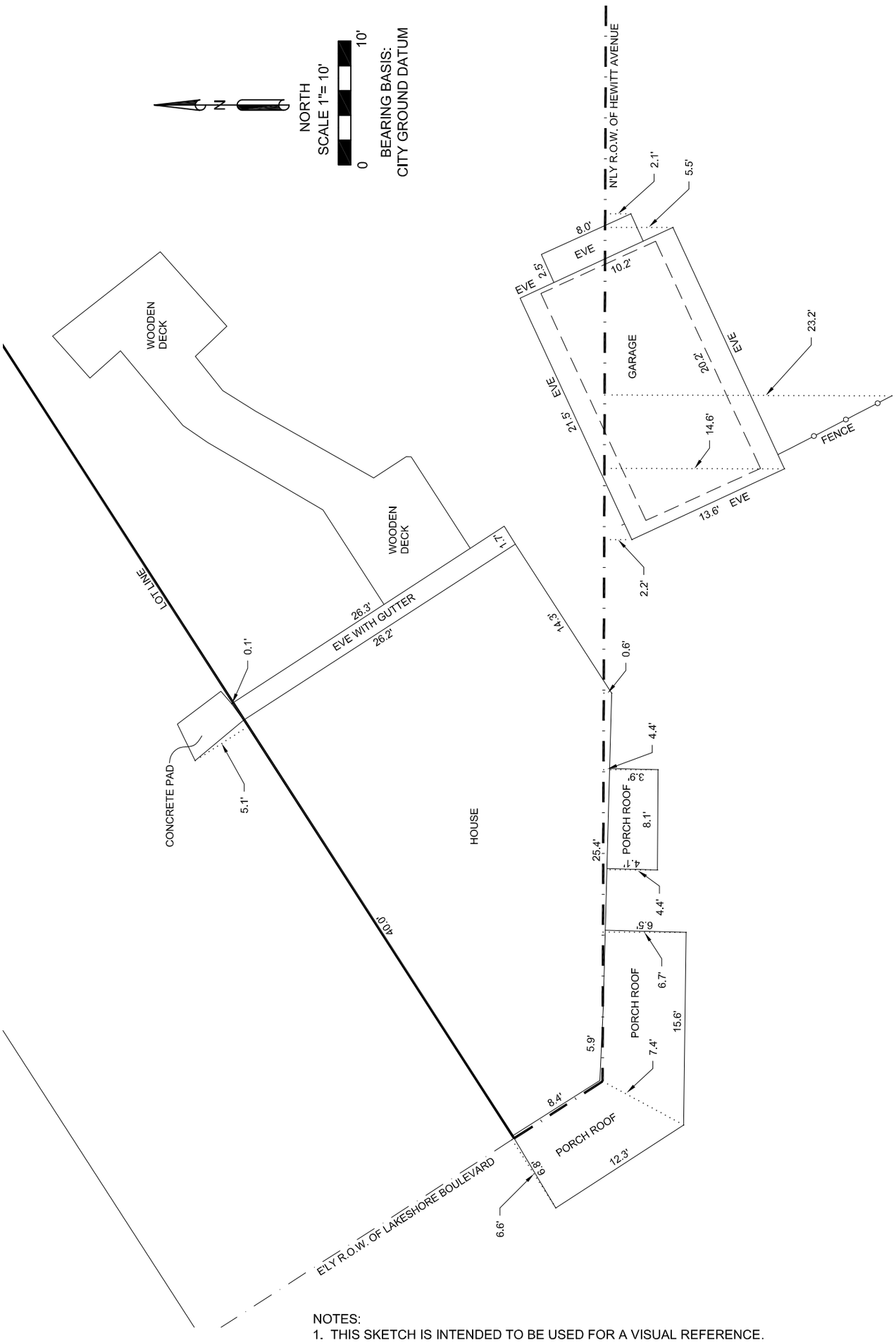
NOTES:
1. THIS SKETCH IS INTENDED TO BE USED FOR A VISUAL REFERENCE.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. FIELD WORK AND LOT LINES BASED ON A SURVEY BY VAN NESTE SURVEYING RECORDED IN DOCUMENT 2020R-07115 AND ROTATED TO CITY GROUND DATUM.
4. SOME IMPROVEMENTS WERE NOT LOCATED DO TO SNOW COVER.
5. SEE SHEET 2 FOR ENCROACHMENT DETAILS.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
FEBRUARY 25, 2021
SHEET 1 OF 2

I:\Projects\MQXX-900s Boundary and Easement Surveys\MQ21-901 702 Lakeshore Blvd - Boundary Survey\Field Construction Related\All Survey\Survey Drawings\MQ21-901 702 Lakeshore Blvd - Lot Sketch (210224).dwg

LOT SKETCH

LOT 232 OF ELY PARK SUBDIVISION, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



NOTES:
1. THIS SKETCH IS INTENDED TO BE USED FOR A VISUAL REFERENCE.
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. FIELD WORK AND LOT LINES BASED ON A SURVEY BY VAN NESTE SURVEYING RECORDED IN DOCUMENT 2020R-07115 AND ROTATED TO CITY GROUND DATUM.
4. SOME IMPROVEMENTS WERE NOT LOCATED DO TO SNOW COVER.
5. SEE SHEET 1 FOR LOT OVERVIEW.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
FEBRUARY 25, 2021
SHEET 2 OF 2

J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ21-901 702 Lakeshore Blvd - Boundary Survey\Field Construction Related\All Survey\Survey Drawings\MQ21-901 702 Lakeshore Blvd - Lot Sketch (210224).dwg

Agenda Date: 4/12/2021

New Business

West Washington Street 100 Block Streetscape Project and Sidewalk Repair and Replacements Project

BACKGROUND:

Plans have been developed for the streetscape reconstruction on the 100 block of W. Washington Street and for Citywide sidewalk repairs and replacements. These projects have prior Planning Commission approval, City Commission approval and meet Master Plan and Capital Improvement Plan requirements. The Washington Streetscape project consists of the replacement of sidewalk, curbing, trees, electrical outlets, stamped concrete, road resurfacing and minor utility replacement. The Sidewalk Replacement project will replace sections of sidewalk at various locations within the City of Marquette that have been identified as tripping hazards. The Engineer's estimate for this project was $586,757.50.

Bids for this combined project were opened on March 25, 2021. Two contractors responded to our request for bids. The results are summarized below:

Vendor	Bid as Written	Bid as Checked
Arrow Constructions, Inc.	$614,546.75	$614,546.75
Oberstar, Inc.	$651,626.75	$651,626.75

Tabulation and checking of the bids found no errors on the contractor's bids.

FISCAL EFFECT:

The West Washington Street 100 Block Streetscape and Sidewalk Replacement and Repair projects were approved under the FY 2021 budget. These projects will be part of the FY 2021 bond package.

RECOMMENDATION:

Approve a contract for the package construction project of West Washington Street 100 Block Streetscape and Sidewalk Replacement and Repair projects to Arrow Constructions, Inc. in the amount of $614,546.75, allow the City Manager to use a 10-percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Arrow Constructions Contract, Bonds and Insurance

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Washington St., 100 Block Streetscape, Sidewalk Replace and Repair

PROJECT NUMBER: MQ19-019, MQ21-018

THIS AGREEMENT, made this 12th day of April, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Arrow Constructions

of Negaunee, Michigan,

a Corporation, holding license number 38-2664107

(Corporation, Partnership or Sole Proprietorship)

hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all

materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is April 12th, 2021, and the completion date of this project is July 2nd, 2021. The Contractor shall be penalized in the amount of $900 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $614,546.75 subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.

6. Safety and Fire Protection:
   The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations,

building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least $5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

ARTICLE 17

FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of

the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter refereed to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports**:
   The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**:
   In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**:
   The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

FORCE MAJEURE

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

ARTICLE 19

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 20

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 21

PURCHASING AGENT DESIGNATION AND AUTHORITY

Mikael Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this 12th day of April, 2021.

THE CITY OF MARQUETTE

Witness

Jenna A. Smith, Mayor
City of Marquette

Witness

Kyle Whitney, City Clerk
City of Marquette

Signed by: Laurie Hendrickson
Office Manager
Date & Time: Apr 1 2021 8:26 AM

Witness

Arrow Constructions, Inc.
Contractor Name

By: _____

By: Signed by: Phil Scheiding
Vice-President
Date & Time: Apr 1 2021 8:23 AM

Its: _____

Its: Phillip Scheiding, Vice-President

Address: _____

Address: 422 US-41 East, Negaunee, MI 49866

Telephone#: _____

Telephone#: 906-228-4142

APPROVED AS TO FORM:

Suzanne Curry Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

L. Michael Angeli
City Manager

4.02 PERFORMANCE BOND Bond No. SUR2003053

KNOW ALL MEN BY THESE PRESENTS:

Arrow Constructions, Inc.
(Name of Contractor)

422 US HWY41 E. Negaunee, MI 49866
(Address of Contractor)

a Corporation, hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

Frankenmuth Mutual Insurance Company
(Name of Surety)

1 Mutual Avenue, Frankenmuth, MI 48787
(Address of Surety)

hereinafter called "Surety" are held and firmly bound unto the City of Marquette 300 W. Baraga Avenue, Marquette, Michigan 49855hereinafter called "City"; in the penal sum of Six Hundred fourteen thousand five hundred forty six and 75/100 Dollars, ($614,546.75) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with the City, dated the 12th day of April, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

Washington St., 100 Block Streetscape, Sidewalk Replace and Repair

Project Number: MQ19-019, MQ 21-018

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 31st day of March 2021.

ATTEST:

Signed by: Phil Scheiding
VP/Secretary
Date & Time: Apr 1 2021 8:46 AM

(Principal) Secretary

(SEAL)

Signed by: Laurie Hendrickson
Office Manager
Date & Time: Apr 1 2021 8:40 AM

Witness as to Principal

422 US-41 East

(Address)

Negaunee, MI 49866

Arrow Constructions, Inc.

Principal

By

Signed by: Mark Johnson
President
Date & Time: Apr 1 2021 8:47 AM

422 US-41 East

(Address)

Negaunee, MI 49866

Frankenmuth Mutual Insurance Company

(Surety)

ATTEST:

Lauren Ogle

(Surety) Secretary

(SEAL)

Witness as to Surety

500 S 3rd St

(Address)

Marquette, MI 49855

Attorney-in-fact

500 S. 3rd St

(Address)

Marquette, MI 49855

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

4.03 PAYMENT BOND Bond No. SUR2003053

KNOW ALL MEN BY THESE PRESENTS: that

Arrow Constructions, Inc.
(Name of Contractor)

422 US HWY 41 E. Negaunee, MI 49866
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Frankenmuth Mutual Insurance Company
(Name of Surety)

1 Mutual Avenue, Frankenmuth, MI 48787
(Address of Surety)

called Surety are held and firmly bound unto the City of Marquette, 300 W. Baraga Avenue, Marquette, Michigan 49855 called City; in the penal sum of Six hundred fourteen thousand five hundred forty six and 75/100 Dollars, ($ 614,546.75) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with the City, dated the 12th day April, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

Washington St., 100 Block Streetscape, Sidewalk REplace and Repair

Project Number: MQ19-019, MQ 21-018

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 31st day of March 20 21.

ATTEST:

Signed by: Phil Scheiding
VP/Secretary
Date & Time: Apr 1 2021 8:46 AM

(Principal) Secretary

Arrow Constructions, Inc.
Principal

(SEAL)

By

Signed by: Mark Johnson
President
Date & Time: Apr 1 2021 8:47 AM

Signed by: Laurie Hendrickson
Office Manager
Date & Time: Apr 1 2021 8:40 AM

Witness as to Principal

422 US-41 East
(Address)

422 US-41 East

(Address)

Negaunee, MI 49866

Negaunee, MI 49866

Frankenmuth Mutual Insurance Company
(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Attorney-in-fact

500 S 3rd St
(Address)

500 S. 3rd St.
(Address)

Marquette, MI 49855

Marquette, MI 49855

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Ryan Nummela, Shelly Malay

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

> "**RESOLVED,** that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.

(Seal)

Frankenmuth Mutual Insurance Company

By _____

Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

_____ (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 31st day of March, 2021.

_____
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Disappears With Heat

00451038

SECURITY FEATURES:	
Hologram	• Multi-dimensional images. Used to check Control, or photocopied
Visible Fibers	• Fibers randomly embedded in the paper can be seen with the naked eye
Invisible Fibers	• Fibers in paper visible under ultraviolet light
Chemical Sensitive Paper	• Stains or discoloration on the document may indicate alteration attempt
Microprinting	• Small type on document appears as design line when copied
True Watermark	• Hold to light to see [illegible]
Heat Sensitive Ink	• Light image [illegible]
VOID Technology	• When photocopied, the word "VOID" appears prominently [illegible]

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2021

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	CONTACT NAME: Shelly Malay	
Elder Agency 500 S Third St Marquette MI 49855	PHONE (A/C, No, Ext): 9062289292	FAX (A/C, No):
	E-MAIL ADDRESS: smalay@elderagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HOME-OWNERS INS CO	26638
INSURED Arrow Constructions, Inc. Dba Arrow Constructions 422 Us Highway 41 E Negaunee MI 49866	INSURER B : AUTO OWNERS INS CO	18988
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		33200211	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 3,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5264861700	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			5264861000	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE TRIA	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		33200212	01/01/2021	01/01/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Marquette is listed as additional insured
All premiums are paid to date

CERTIFICATE HOLDER

City of Marquette
300 W. Baraga Ave
Marquette MI 49855

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

Shelly Malay

© 1988-2015 ACORD CORPORATION. All rights reserved.