



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

Monday, April 26, 2021

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment

Tara Laase-McKinney, Parks and Recreation Advisory Board, for an unexpired term ending 01-29-23

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

Presentation(s)

2. Marquette Area Sister Cities Partnership Update, by Tristan Luoma

3. Consent Agenda

3.a. Approve the minutes of the April 12, 2021 regular Commission meeting.

3.b. Approve the closed session minutes from the April 12, 2021 regular Commission meeting.

3.c. Approve the total bills payable in the amount of \$1,369,909.18

3.d. Michael Sjolund - Lease Agreement

3.e. Proclamation - Nurses Week May 6-12, 2021

3.f. Reciprocal Law Enforcement Mutual Aid Agreement

3.g. Rink Systems - Professional Services Contract

3.h. SpinwayMQT, LLC – Lease Agreement

3.i. UP Community Rowing Club - Storage Lease

Unfinished Business

4. Purchase of Property, 702 Lakeshore Boulevard - Roll Call Vote

New Business

5. Sale of City Property, 213 S. Front St. - Roll Call Vote
6. Revised Resolution for Addition of a Section of East Baraga Avenue to the ACT 51 Local Street System-Roll Call Vote
7. NTN Tourist Park - Trail Permit
8. Notice of Intent Resolution-FY 21 Capital Improvement Bonds-Roll Call Vote

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.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda

Approve the minutes of the April 12, 2021 regular Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ April 12 Minutes



City of Marquette, MI

300 West Baraga Avenue
Marquette, Michigan 49855

Meeting Minutes City Commission Meeting

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

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Mayor Pro Tem Hill made a motion to move tonight's closed session to the end of the agenda, following public comment. This motion was seconded by Commissioner Mayer and carried unanimously. Commissioner Bonsall then moved to approve the agenda with the inclusion of a New Business item titled Discussion of Heartwood Parcels 9-11 Sale. This motion was seconded by Commissioner Hanley and passed 6-1, with Commissioner Stonehouse voting no.

Announcements

Mayor Smith had no announcements.

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 wrote asking about future plans for the property at 702 Lakeshore Boulevard.

Presentation(s)

1. Marquette County Solid Waste Management Authority Recycling Update, by Brad Austin, Director of Operations

MCSWMA Director Brad Austin gave an update on countywide recycling efforts, and the commission discussed ways to increase active participation in the authority's glass recycling efforts.

2. Wastewater Solids Handling Improvement Project, by Municipal Utilities Director Mark O'Neill

Mark O'Neill offered an update on the plans to improve the City's solids handling infrastructure.

3. Consent Agenda

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

- 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

Mayor Pro Tem Jenn Hill moved to 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, seconded by Commissioner Sally Davis and Carried Unanimously.

5. Purchase of Property, 702 Lakeshore Boulevard - Roll Call Vote

Commissioners praised the concept of purchasing the property in question, and discussed the importance of ensuring public ownership of the lakeshore.

Commissioner Jessica Hanley moved to Authorize the City Manager to negotiate the purchase of 702 Lakeshore Boulevard, and direct the City Attorney to draft a purchase agreement, seconded by Commissioner Cody Mayer and Carried Unanimously by Roll Call Vote.

6. West Washington Street 100 Block Streetscape Project and Sidewalk Repair and Replacements Project

Commissioner Jessica Hanley moved to 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, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously.

7. Discussion of Heartwood Parcels 9-11 Sale

Commissioner Bonsall provided an overview of the history of the City's negotiation and sale of Heartwood Forestland Parcels 9-11. The Commission approved a purchase agreement in September of 2020. At that time, a Local Development Agreement was included as an exhibit of the purchase agreement, and Commissioner Bonsall expressed surprise that the development agreement had been executed, but had never returned to the City Commission for final approval.

City Manager Angeli explained that the plan had been for that agreement to return for final approval, but that in the midst of the remote work challenges and the several recent property sales, it had been overlooked.

In discussion with the Commission, City Attorney Suzanne Larsen indicated that in her opinion, the document had received a legal approval from the Commission and that the City could not change anything unilaterally. Commissioners indicated a desire to increase communication to prevent a similar issue from occurring in the future.

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

Margaret Brumm wrote in asking for the Strategic Plan to be uploaded to the City website prior to the upcoming work sessions on the topic.

Comments from the Commission

Commissioner Davis had no comments.

Commissioner Hanley said she was thankful for the discussion on the local development agreement.

Mayor Pro Tem Hill invited the public to pay attention to the hiring process for the new City Manager, and asked residents to focus on the glass recycling process to make it work. She said that she wanted to ensure that there was good communication and that the City was working to support the local trail networks.

Commissioner Mayer thanked Commissioner Bonsall for mentioning his concerns related to the recent local development agreement and thanked the City Manager for clearly stating what happened with the issue, and said he is very pleased to be back for in-person meetings.

Commissioner Stonehouse said the local development agreement was not handled as well as it could have been, but that it is a good agreement and the internal issue does not represent a major issue.

Commissioner Bonsall said he received the Covid-19 vaccine recently and he urged residents to schedule a time to get their own vaccine. He said that the mentioned local development agreement was not acceptable to him and that he may not have voted in favor of the original purchase agreement if he knew that the local development agreement would not be brought back for an additional individual approval.

Mayor Smith urged residents to get a vaccine. She said that vaccines may get us back to a somewhat normal situation. She read the schedule for leaf, compost and brush pickup.

Comments from the City Manager

City Manager Angeli thanked the Commission for support. He also stated that, in response to Margaret Brumm's written question, the strategic plan is available on the website and the direct link has been provided to her.

Closed Session

- 8. 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."**

Mayor Pro Tem Jenn Hill moved to Authorize moving into a closed session, pursuant to MCL 15.268(f), seconded by Commissioner Evan Bonsall and Carried Unanimously.

The City Commission entered closed session at 7:53 p.m. The City Commission re-entered open session at 9:02 p.m.

Commissioner Jessica Hanley moved to invite for public interviews City Commission candidates numbered 9, 26, 31, 33, 38 and 39, seconded by Commissioner Cody Mayer and Carried Unanimously.

Adjournment

Mayor Smith adjourned the meeting at 9:04 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda

Approve the closed session minutes from the April 12, 2021 regular Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda **Michael Sjolund - Lease Agreement**

BACKGROUND:

Michael Sjolund has requested the City Commission consider relief of annual slip fee at Cinder Pond Marina. Accordingly, as consideration for this Agreement and in lieu of monetary rent, Mr. Sjolund will be required to provide the City any combination of goods, services and funds in an amount not less than \$3,540. Staff has worked with the City Attorney and Mr. Sjolund to draft a standard lease agreement which provides for terms and conditions of the request. The term of the lease is April 1, 2021 through December 1, 2021.

FISCAL EFFECT:

The Cinder Pond fund will not receive \$3,540 this season if approved.

RECOMMENDATION:

Move the lease agreement with Michael Sjolund for seasonal slip fee relief at Cinder Pond Marina to unfinished business at the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease and Exhibit A
- ▣ Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2021, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor" or "City"), and **MICHAEL SJOLUND** of 1701 West Avenue, Marquette, Michigan 49855, hereinafter (collectively "Lessee").

Recitals

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

Boat slip on the Lower Harbor dock ("premises"), as outlined on the attached Exhibit A.

- B. Lessee desires to lease and Lessor is willing to lease to Lessee the Premises in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee the "Premises" as shown on Exhibit "A".

2. Term of Lease

- 2.1 The term of this agreement shall be April 1, 2021 through December 1, 2021.

3. Rent

- 3.1 Lessor recognizes that Lessee will provide valuable benefit to the City of Marquette, as specifically outlined in 3.2 below. Accordingly, as consideration for this Agreement and in lieu of monetary rent, Lessee shall be required to provide to the City any combination of goods, services and funds in an amount not less than what is in the City Fee Schedule for a commercial vessel in the premises shown on Exhibit A, which has been deemed to be fair market value of the premises.

- 3.2 Lessee, in consideration of the rental of the premises, shall be obligated to provide the following services:

- A. Provide its 24-foot watercraft vessel for use by the City for:

- (1) placement of mooring tackle in the spring and removal of mooring tackle in the fall;
- (2) two waterfront safety activities, with scheduling coordinated with the City;
- (3) reasonable availability to the City for emergency events; and

(4) assisting with mooring field maintenance, including availability to the City before the Cinder Pond Marina is officially opened for the season and after the Cinder Pond Marina is official closed for the season.

B. Providing an operator and all necessary personnel for operation of the watercraft vessel for all uses.

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as dock slip, and not for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises, including but not necessarily limited to fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;
- e) permit noise or odors to be unreasonably dispelled from the Premises; or
- f) permit refuse to accumulate in or around Premises.

5. Maintenance

5.1 Lessee shall be responsible for all cleaning of the Premises.

5.2 All signage used by Lessee shall be maintained in good condition and repair.

6. Insurance and Indemnity

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

6.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased without prior written permission from Lessor.

6.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

6.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents invitees, and licensees or arising out of Lessee providing the services to Lessor as required herein. The amount of the insurance shall be not less than One

Hundred Thousand Dollars (\$100,000.00) per occurrence for accident, bodily injury, or death; provided that Lessee shall provide a minimum of One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death during all times that city personnel are utilizing Lessee's watercraft as specified in paragraph 3.2.A. above. The amount of insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage. Lessee shall provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessee shall provide Lessor with a copy of its current and valid insurance, along with its registration.

- 6.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing; such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of, or occupancy of the Premises.

7. Assignment/Subletting

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

- 7.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Lessor.

- 7.3 Lessor may freely assign its rights and obligations under this Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

8. Covenant of Quiet Enjoyment

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

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

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

10. Default by Lessee

- 10.1 If the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any

proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this agreement, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this agreement and for any rent deficiency that results from reletting the premises during the term of this agreement. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this agreement for any default by the Lessee by giving the Lessee written notice of the termination.

10.2 In addition to the Lessor's other rights and remedies as stated in this agreement, and without waiving any of those rights, if the Lessee defaults in the performance of any of its obligations under this agreement, the Lessor may cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this agreement.

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

11. Surrender of Leasehold Upon Termination of Lease

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

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

12. Miscellaneous

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

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

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

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

- 12.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this agreement is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 12.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 12.7 All notices to be given under this agreement shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

LESSOR
CITY OF MARQUETTE

LESSEE

Jennifer A. Smith, Mayor

Michael Sjolund

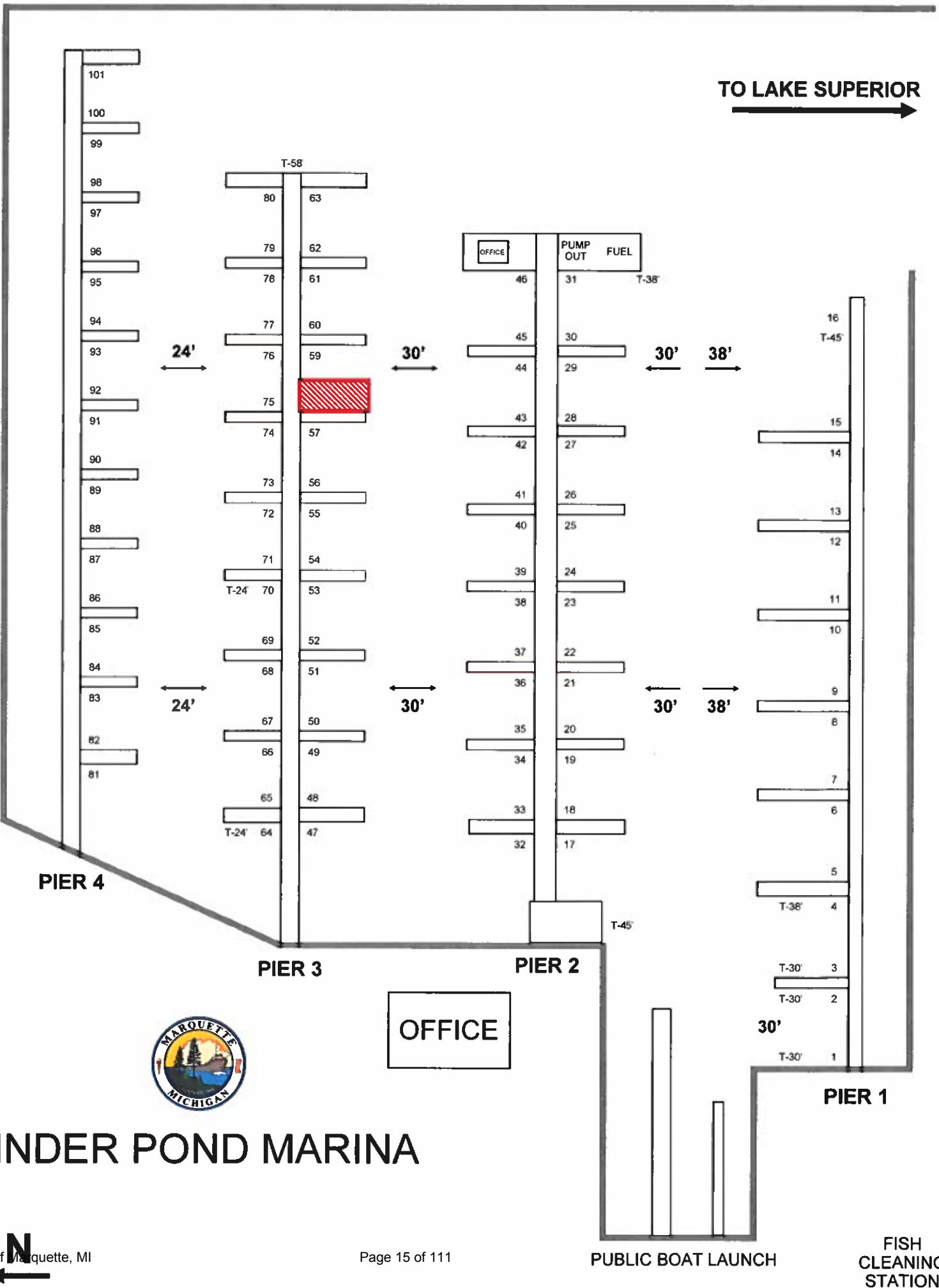
Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

L. Michael Angeli, City Manager

Suzanne C. Larsen, City Attorney





GEICO MARINE INSURANCE COMPANY
5323 PORT ROYAL RD
SPRINGFIELD VA 22151
Policy Service: 877-581-2628
Claims: 877-970-2628

DECLARATIONS PAGE

Named Insured ANGELA SJOLUND & ANGELA SJOLUND & MICHAEL
Address SJOLUND
1701 WEST AVE
MARQUETTE, MI 49855

Policy No. BSP4381052-01 END

Policy Period: From 05/09/2020 to 05/09/2021 beginning and ending at 12:01 A.M. at the address on this page for the **Named Insured**.

Company: GEICO MARINE INSURANCE COMPANY

Insured Boat	1990	BOSTON WHALER	22	Runabout	bwc5h8391990
	YEAR	MANUFACTURER	LENGTH	TYPE	IDENTIFICATION NUMBER

COVERAGE IS PROVIDED ONLY WHERE AN AMOUNT OF INSURANCE IS SHOWN			
COVERAGES	AMOUNT OF INSURANCE		
Hull and Equipment	Actual Cash Value	Actual Cash Value	Incl
Towing and Assistance	Each Incident	\$250	Incl
Boat Trailer	Actual Cash Value	Actual Cash Value	Incl
Personal Effects	Replacement Cost	\$5,000	Incl
Boating Liability (Protection and Indemnity)	Limit Each Occurrence , Bodily Injury and Property Damage	\$1,000,000	Incl
Medical Payments	Limit Per Person Each Occurrence	\$1,000	Incl
Fuel and Other Spill Liability	Limit Each Occurrence	\$939,800	Incl
Uninsured Boater	Limit Each Occurrence	\$1,000,000	Incl

FORMS AND ENDORSEMENTS made a part of this Policy at time of issue:
NOTICEGM2019 MI001 GM031 GM045 GM055

Total Premium	\$305.00
State Taxes/Fees	\$0.00
Net Annual Premium	\$305.00

DEDUCTIBLES:

Hull and Equipment: \$375

Named Storm: Refer to your Marine Insurance Policy

Theft of Insured Boat: Refer to your Marine Insurance Policy

Insured Trailer: \$50

Theft of Insured Trailer: Refer to your Marine Insurance Policy

Personal Effects: \$250

Other Deductibles may apply. Please refer to your Marine Insurance Policy and any applicable Endorsements.

CRUISING LIMITS: While afloat the **insured boat** must be confined to the area indicated below:

Coastal and Inland waters of the U.S. and Canada

LOSS PAYEE:

MARQUETTE COMMUNITY FCU
1230 WEST WASHINGTON STREET
MARQUETTE MI 49855

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda

Proclamation - Nurses Week May 6-12, 2021

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation - Nurses Week



*Proclamation
Designating May 6-12, 2021: Nurses Week
in Marquette, Michigan*

WHEREAS, nurses in the United States constitute our nation's largest health care profession; and,

WHEREAS, the depth and breadth of the nursing profession has faced unprecedented times that most of us never imagined; and,

WHEREAS, nurses met the challenge of an unimaginable pandemic, we have witnessed courage, compassion, dedication and leadership in caring for our Marquette community and families; and,

WHEREAS, the professional nurses and their families have sacrificed to provide safety and quality care to very ill hospitalized patients; and,

WHEREAS, the demand for nursing services are greater than ever because of the complex healthcare challenges of COVID-19 patients as well as the aging of the American population, the continuing expansion of life-sustaining technology; and,

WHEREAS, more qualified nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community; and,

WHEREAS, the cost-effective, safe and quality health care services provided by nurses will be an ever more important component of the U.S. health care delivery system in the future; and,

WHEREAS, the American Nurses Association and the American Nurses Association-Michigan has declared the week of May 6-12 as National Nurses Week in celebration of the ways in which nurses who lead the charge for health and wellness;

NOW, THEREFORE, I, Mayor Jennifer A. Smith and the members of the Marquette City Commission hereby proclaim May 6-12, 2021 as Nurses Week in Marquette and ask all residents of the community join in showing appreciation for the nurses not just during this week, but at every opportunity throughout the year.

DATED this 26th day of April, 2021.

Jennifer A. Smith, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda

Reciprocal Law Enforcement Mutual Aid Agreement

BACKGROUND:

Marquette County Law Enforcement Agencies have requested that the City update the Reciprocal Law Enforcement Mutual Aid Agreement with them. This agreement was last updated in 1998 and the County would like current administrators to sign the agreement.

FISCAL EFFECT:

None, each participating law enforcement agency bears their own costs and is responsible for their own liabilities.

RECOMMENDATION:

Approve the Reciprocal Law Enforcement Mutual Aid Agreement, and authorize the Mayor to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Reciprocal Law Enforcement Mutual Aid Agreement

MARQUETTE COUNTY
RECIPROCAL LAW ENFORCEMENT MUTUAL AID AGREEMENT
April 8, 2021

For the general purpose of reciprocal aid in law enforcement protection, authorized by Public Act 236 of 1967 (MCLA 123.811), the undersigned Marquette County Law Enforcement Agencies and governmental entities ("Parties") hereby agree as follows:

1. DEFINITIONS

- A. "Commanding Officer" means the highest-ranking officer of a police department or the highest-ranking officer of Central Dispatch on duty at the time of an emergency.
- B. "Emergency" shall mean a combination of circumstances requiring assignment of officers from another department or jurisdiction to handle a request for back-up by officers within their jurisdiction or a situation where officers are not available to handle a call within their jurisdiction and so Central Dispatch sends officers from another department or jurisdiction to respond.
- C. "Requesting Department" shall mean a department that requests back up at the scene of an emergency.
- D. "Responding Department" shall mean a department that provides back up or aid pursuant to this agreement.
- E. "Central Dispatch" shall mean Marquette County Central Dispatch currently located at Michigan Department of State Police, Negaunee Post #81, established pursuant to Public Act 236 of 1967, Section 4 (MCLA 123.814; MSA 5.3323 (4)).

- 2. **DETERMINATION AND DECLARATION OF EMERGENCY:** The Requesting Department or Central Dispatch shall be responsible for determining and declaring that an emergency exists.
- 3. **REQUEST FOR ASSISTANCE:** Upon determining and declaring that an emergency exists, the Requesting Department or Central Dispatch shall make a request for assistance to the Responding Department(s).
- 4. **RESPONSE TO REQUEST:** The Commanding Officer of the Responding Department(s) shall supply available personnel and equipment to provide back-up or meet the needs of the emergency. The Commanding Officer of the Responding Department(s) may decline the request for aid if

personnel or equipment are not available at the time of the request. Under no circumstance shall this Agreement impose any duty or liability on any Party for failure to respond to the request for assistance.

5. DIRECTION AT SCENE OF EMERGENCY:

- a. The Commanding Officer of the Requesting Department shall be the person in charge of operations at the scene of an emergency. All personnel and equipment of Responding Departments shall be under the control and direction of the Commanding Officer of the Requesting Department upon arriving at the scene of the emergency.
- b. In situations where Central Dispatch has declared an emergency and no officers from the jurisdiction where the emergency exists are on scene when officers from the Responding Department arrive, command shall go to the first department to arrive on the scene.

6. WITHDRAWAL OF PERSONNEL AND EQUIPMENT: The personnel and equipment of a Responding Department may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Department. The Responding Department shall not have any obligation to keep its personnel or equipment in the community of the Requesting Department for any longer than is deemed necessary by the Commanding Officer of the Responding Department. A Responding Department shall not be liable to a Requesting Department for leaving the scene of an emergency in order to answer a call for service in the Responding Department's community.

7. LIABILITY: To the extent permitted by law and without waiving governmental immunity, each Party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance or when participating in joint training exercises pursuant to the terms and conditions of this Agreement.

8. INSURANCE: Each Party to this Agreement shall obtain and maintain the following types and levels of insurance for the duration of this Agreement.

- a. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Public Official Liability & Law Enforcement Liability - \$1,000,000 combined single limit.
- c. Worker's Compensation Coverage - statutory levels of workers' compensation coverage for its own employees.

- d. Automobile Liability Coverage - "any auto" with \$500,000 combined single limit per accident for bodily injury and property damage.

9. **WAIVER OF COMPENSATION:** The Requesting and Responding Departments waive all claims for compensation from each other including wages, benefits, and charges for supplies or equipment used or expended while rendering services under this Agreement.

10. **TERMINATION:** Any Party to this Agreement may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the Marquette County Administrator, 234 West Baraga Avenue, Marquette MI 49855 and [insert title], Michigan State Police, Negaunee Post #81, [insert address].

11. **EFFECTIVE DATE:** This Agreement shall become effective April 8, 2021 and remain in full force and effect until April 30, 2031, unless sooner terminated under Section 9.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year so indicated.

MICHIGAN STATE POLICE,

CITY OF MARQUETTE,

Lt. Thomas Nolan

Jenna Smith, Mayor

Dated: _____

Dated: _____

MARQUETTE COUNTY SHERIFF'S
OFFICE,

Blake Rieboldt, Police Chief

Dated: 4-15-21

Gregory Zybert, Sheriff

CITY OF NEGAUNEE,

Dated: _____

Jason Wallner, Mayor

MARQUETTE COUNTY BOARD OF
COMMISSIONERS,

Dated: _____

Gerald Corkin, Board Chair

Patrick Ketola, Police Chief

Dated: _____

Dated: _____

CITY OF ISHPEMING,

Lindsay Bean, Mayor

Dated: _____

Steven Snowaert, Police Chief

Dated: _____

NORTHERN MICHIGAN
UNIVERSITY,

Tami Seavoy, Chair, Board of
Trustees

Dated: _____

Michael Bath, Police Chief

Dated: _____

CHOCOLAY TOWNSHIP,

Richard Bohjanen, Supervisor

Dated: _____

Scott Jennings, Police Chief

Dated: _____

FORSYTH TOWNSHIP,

Joseph Boogren, Supervisor

Dated: _____

Brian Kjellin, Police Chief

Dated: _____

DEPARTMENT OF NATURAL
RESOURCES,

Dated: _____

ISHPEMING TOWNSHIP,

James Nankervis, Supervisor

Dated: _____

Michael Kohler, Police Chief

Dated: _____

CENTRAL DISPATCH POLICY
BOARD,

Paul Gravedoni, Chairman

Dated: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda

Rink Systems - Professional Services Contract

BACKGROUND:

At its March 29, 2021 regular meeting, the City Commission awarded the contract for the replacement of the Russell Arena dasher boards and glass at Lakeview Arena to Rink Systems, Inc. Since Rink Systems will be onsite assisting with the installation, it was determined a professional services contract was necessary. Staff worked with the City Attorney and Rink Systems to develop this professional service contract.

FISCAL EFFECT:

The contract was already awarded and the project is budgeted.

RECOMMENDATION:

Approve the contract, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Contract

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this day of , 2021 between the City of Marquette, hereinafter called the "City" and Rink Systems, Inc. a Minnesota corporation, 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 Lakeview Arena Russell Dasher Board Replacement.

Article 2

Scope of the Work

Consultant shall provide a dasher board system for installation and oversight of installation by City Staff as described in the Consultant's proposal to the City of Marquette dated March 18, 2021 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is September 1, 2021.

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 \$119,300.

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.

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 _____ day of _____, 2021.

THE CITY OF MARQUETTE,
MICHIGAN, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

Witness

RINIC SYSTEMS, INC.
CONSULTANT

By: STACEY OVERGAARD

Its: PRESIDENT

Address: 1103 HENSLLEY ST. ALBERT LEA, MN

Telephone #: (507) 373-9175

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

L. Michael Angeli, City Manager

Suzanne C. Larsen, City Attorney



September 1, 2020

Mr. Michael Anderson
City of Marquette

RE: Ice Rink Dasher Board System
Lakeview Arena

Dear Michael,

Rink Systems, Inc. is pleased to provide the following dasherboard pricing.

SCOPE OF WORK: (PERIMETER ONLY)

Provide and deliver one 85' x 200' *Legacy Elite* dasher board systems custom designed per plans and specifications including, but not limited to the following:

- ◆ 41" high x 6" wide hot dip galvanized framework
- ◆ 85'-5" x 200'-4" rink perimeter with 28' radius corners
- ◆ Boxes not included (see separate pricing below)
- ◆ Four 30" wide players gates
- ◆ Two 30" wide penalty gates
- ◆ Two 36" access gates
- ◆ Two 10' wide double door equipment gates
- ◆ Players, penalty, and access gates to have heavy duty hinges and double bar gate latch
- ◆ Equipment gate to have heavy duty hinges, slide bar, cane bolts, and spring loaded casters
- ◆ Ice side pushbuttons on all gates with shielding
- ◆ 1/2" thick white poly facing
- ◆ 1/2" x 8" colored poly kickplate
- ◆ 3/4" thick colored polyethylene caprail
- ◆ 3/8" thick white poly half backer panels in players and penalty boxes complete with water bottle shelving
- ◆ 1" polyethylene thresholds on all gates and access areas
- ◆ 1-1/2" aluminum/poly threshold on equipment gates
- ◆ 1/2" thick x 8' high clear acrylic on ends & radius of rink
- ◆ 1/2" thick x 6' high clear acrylic on spectator side of rink
- ◆ 1/2" thick x 6' high clear acrylic on box side of rink, except in front of player boxes
- ◆ Aluminum support posts around entire perimeter of rink.
- ◆ Safety corners where shielding terminates
- ◆ All necessary hardware to install Dasher board system, including 5/8" epoxy anchors
- ◆ Includes shipping to project site

- ◆ Installation NOT included
- ◆ Three year warranty

BASE PRICE: \$111,800.00

OPTION #1: (BOXES)

Provide and deliver complete players, penalty, and scorekeepers boxes to include:

- ◆ Two 30' long x 5' deep players box (three divider panels only, no back wall)
- ◆ Two 8' long x 5' deep penalty boxes (with back wall and side walls)
- ◆ One 8' long x 5' deep scorekeepers box (with back wall and side walls)
- ◆ 1/2" thick x 6' high clear acrylic behind, between and on ends of boxes
- ◆ Aluminum support posts with cushion.
- ◆ Two 28' long players' benches. Two 6' long penalty benches. Benches are 3/4" x 9-1/2" wide x 20" high polyethylene with galvanized supports. Include galvanized steel vertical posts.
- ◆ 1" x 20" x 8' scorekeepers table with supports
- ◆ Treated wood raised flooring in boxes covered with 3/4" treated plywood and 1/2" black cut resistant rubber flooring. Includes elevated coaches walkway in players boxes
- ◆ All necessary hardware to install boxes, including 5/8" epoxy anchors

ADD: \$16,900.00

OPTION #2:

Provide aluminum framed dasher boards in lieu of galvanized steel

ADD: \$6,000.00

OPTION #3:

Provide 12' high black nylon mesh netting on both ends and radius corners of rink.

ADD: \$1,650.00

OPTION #4:

Provide 5/8" thick acrylic on ends of rink in lieu of 1/2" thick. Sides to remain 1/2"

ADD: \$6,500.00

OPTION #5:

Provide one working supervisor to 3 days to assist with installation of dasher board systems

ADD: \$2,000.00

OPTION #6:

Reuse existing shielding on new dasher boards.

DEDUCT:

(\$28,000.00)

OPTION #7:

Trade in value of existing dasher board system and shielding. Subject to site inspection.

DEDUCT:

(\$10,000.00)

Price does not include local taxes or bonding where applicable. If you have any questions or need additional information, please call me at (800) 944-7930. I look forward to the opportunity of working with you on this project in the future. Thanks.

Best regards,
Rink Systems, Inc.

Stacey Overgaard

Stacey Overgaard, P.E.
President

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda **SpinwayMQT, LLC – Lease Agreement**

BACKGROUND:

SpinwayMQT, LLC has requested the City Commission consider leasing a 10 foot x 24 foot section of the property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail as shown in Exhibit A, attached. The space will be used for installation and operation of an Automated Bicycle Rental Vending Terminal. The bicycles shall be non-motorized.

Staff has worked with the Downtown Development Authority, City Attorney and SpinwayMQT, LLC to draft a standard lease agreement which provides for the terms and conditions of the request. The rent will be \$500 for the lease term, based on 240 square feet of property at \$6.25/square foot. The term of the lease is for six months.

FISCAL EFFECT:

The Downtown Development Authority will receive \$500 with approval of the lease agreement.

RECOMMENDATION:

Move the lease agreement with SpinwayMQT, LLC for leased greenspace between the Lakeshore Parking Lot and Iron Ore Heritage Trail at the rate of \$500 for a six-month period with the Downtown Development Authority receiving the proceeds, to unfinished business at the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2021, by and between **THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**, an authority of the City of Marquette, of 337 W. Washington Street, Marquette, Michigan 49855, hereinafter "**LESSOR**" and **SPINWAYMQT, LLC**, a Michigan limited liability company, with a mailing address of 1599 Altamont Street, Marquette, Michigan 49855, hereinafter "**LESSEE**".

Recitals

- A. The City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 is the owner of the real property located at 245 S. Lakeshore Boulevard in the City of Marquette. The Lessor manages the real property located at said address.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a 10 foot x 24 foot section of the property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail as shown in Exhibit "A" located on Lessor's managed property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit "A", hereinafter "**PREMISES**".

2. Term of Lease

This lease shall run from May 1, 2021 through October 31, 2021.

3. Rent

The rent shall be \$500.00 for the lease term, based on 240 square feet of property at \$6.25/square foot, due by May 31, 2021 and May 31 thereafter for subsequent rental terms.

4. Use of Premises

- 4.1 Lessee shall use the premises only for installation and operation of an Automated Bicycle Rental Vending Terminal. Bicycles shall be non-motorized.
- 4.2 Minor grading and installation of an aggregate base and sono-tube for rack anchorage are permitted at the Lessee's sole expense and maintenance responsibility.
- 4.3 Prior to installation of the Automated Bicycle Rental Vending Terminal, Lessee will meet with MDDA employees to discuss logistics for the use of the Premises.

- 4.4 Lessee shall not use the Premises for any purpose that would:
- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environment type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
 - d) constitute a public or private nuisance;
 - e) interfere with other uses of the Premises;
 - f) permit refuse to accumulate in or around leasehold; or
 - g) prohibit or restrict public access through the premises.
5. **Use of Public Areas by Lessee**
Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated area as shown on Exhibit A. Lessee is permitted to display the signage connected to the Bicycle Rental Vending Terminal, as shown in Exhibit B. Being located on leased property and connected to the Bicycle Rental Vending Terminal, such signage is excepted from the sign standards within the City of Marquette Land Development Code.
6. **Non-exclusive Use of Premises**
Lessee acknowledges that its use of the Premises is not exclusive, and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.
7. **Maintenance and Repair**
7.1 Lessee shall be solely responsible for the maintenance and repair of the Automated Bicycle Rental Vending Terminal and all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.
8. **Insurance and Indemnity**
8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee, at its sole expense, shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 8.4 Lessee, at its sole expense, shall maintain liability insurance protecting and insuring Lessee, Lessor, and the City of Marquette from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall not be less than One million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death

and not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor and the City of Marquette shall be named as additional insured on all insurance policies required by this lease.

- 8.5 Lessee will indemnify and hold Lessor and the City of Marquette harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's or the City of Marquette's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.
9. **Assignment/Subletting**
- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.
10. **Use of Premises by Lessor**
Lessor and the City of Marquette reserves for themselves and their contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.
11. **Covenant of Quiet Enjoyment**
Lessor warrants and represents that they have the full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying and rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the non-exclusive and reasonable right to have, hold and enjoy Premises.
12. **Lessor's Right to Perform Lessee's Obligation**
If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligation incurred together with legal fees and costs.
13. **Default by Lessee**

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor, the Lessor may terminate this lease.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.
- 14. Surrender of Leasehold Upon Termination of Lease**
If upon termination of the lease, Lessee has failed to remove its Automated Bicycle Rental Vending Terminal and returned the property to its original condition, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same and returning the property to its original condition shall be the financial responsibility of Lessee.
- 15. Option to Renew**
Lessor grants to Lessee an option to renew this lease for two additional terms, similar with the initial term. The rental rate and term of each renewal shall be agreed upon by the parties prior to the start date of any renewal period; however, all other terms and conditions of the renewal term to be the same as those herein. To exercise this option, Lessee must give Lessor written notice of the intention to renew at least sixty (60) days before the initial term or any renewal terms expires.
- 16. Future Expansion**
Any expansion of additional Automated Bicycle Rental Vending Terminals on real property owned by the City of Marquette shall require negotiation between the City of Marquette, the Lessee and the Lessor, if said property is located within the boundaries of the Downtown Development Authority District.
- 17. Miscellaneous**
- 17.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor, the Lessee, and the City of Marquette and their respective successors and assigns.
- 17.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 17.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon any party except to the extent incorporated herein.

- 17.4 Any modification of this agreement or additional obligations assumed by any party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.**
- 17.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.**
- 17.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.**
- 17.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.**

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

OWNER
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

L. Michael Angeli, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

LESSOR
MARQUETTE DOWNTOWN
DEVELOPMENT AUTHORITY



Jerme L. Ottaway, DDA Board Chairperson

LESSEE
SPINWAYMQT, LLC



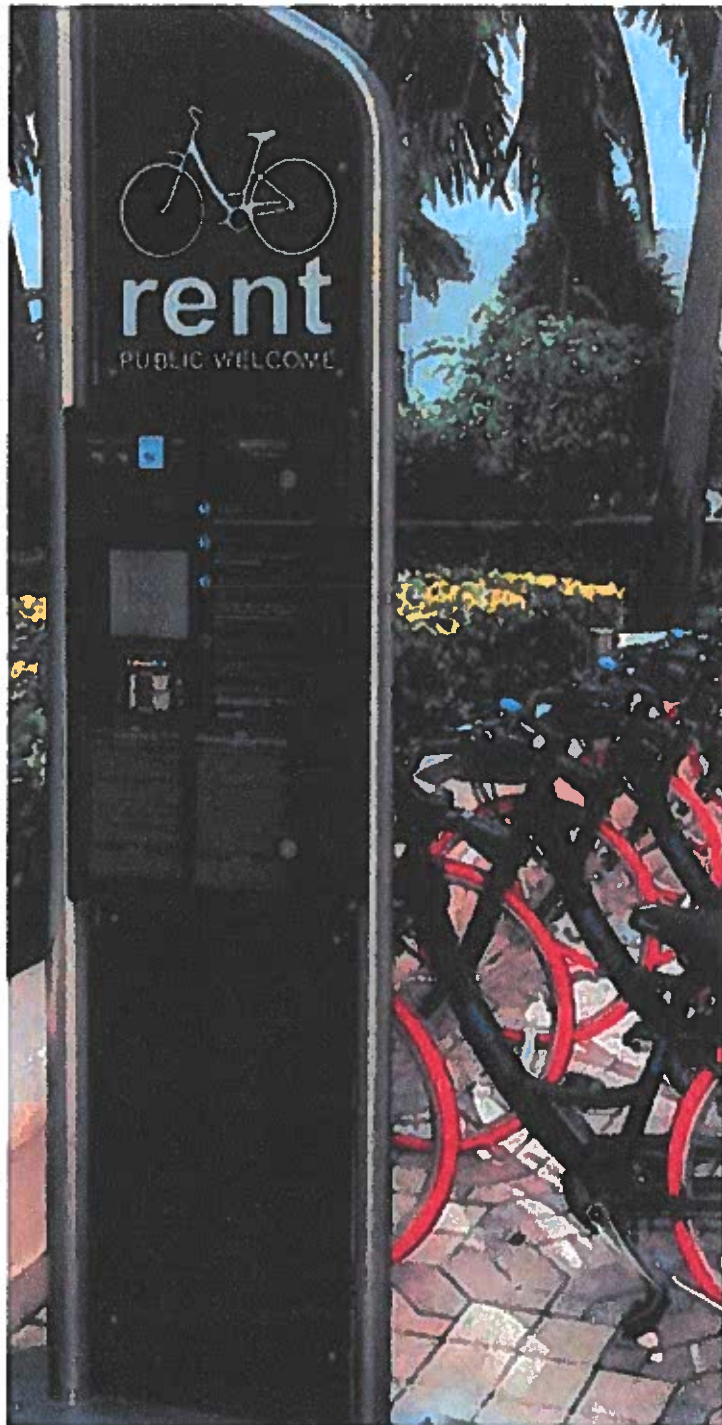
Peter Duex

Its: LLC MEMBER

EXHIBIT A



EXHIBIT B



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Consent Agenda

UP Community Rowing Club - Storage Lease

BACKGROUND:

The Upper Peninsula Community Rowing Club (UPCRC) has requested that the City Commission renew its lease for storage of their trailer and rowing shells on City property adjacent to Lake Superior and Parcel 3 at Founders Landing.

It is expected that 556 square feet will be utilized at a rate of seventy-five cents per square foot for a total amount of \$417 annually for the term of the lease.

The UPCRC has been held this lease since 2009.

FISCAL EFFECT:

The City will realize \$417 annually.

RECOMMENDATION:

Move the lease agreement with the Upper Peninsula Community Rowing Club to unfinished business at the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "**LESSOR**", and **UPPER PENINSULA COMMUNITY ROWING CLUB, INC.**, a Michigan corporation, of 3114 Lakeshore Boulevard, Marquette, Michigan 49855, hereinafter "**LESSEE**".

Recitals

- A. Lessor is the owner of the real property adjacent to Lake Superior and Founders Landing Parcel 3 in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit "A" located on Lessor's real property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit "A", hereinafter "**PREMISES**".

2. Conditions

- 2.1 Lessee shall store the trailer and rowing shells in a safe, secure and attractive manner at all times.

3. Term of Lease

This lease shall run from May 1, 2021 through April 30, 2026.

4. Rent

The rent shall consist of Seventy-five cents (\$.75) per square foot. The parties anticipate that Lessee will utilize 556 square feet, for a total rental amount of \$417.00 for the term of the lease.

5. Use of Premises

- 5.1 Lessee shall use the Premises only for storing Lessee's trailer and rowing shells, and to launch and retrieve rowing shells from the sandy beach area before, during and after rowing sessions provided by Lessee.

Lessee shall not use the Premises for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;

- e) interfere with other uses of the Premises; or
- f) permit refuse to accumulate in or around leasehold.

6. Non-exclusive Use of Premises

Lessee acknowledges that its use of the Premises is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.

7. Maintenance and Repair

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

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.

13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

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

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

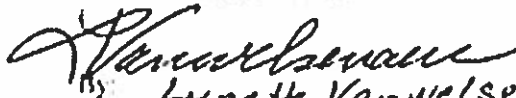
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

CITY OF MARQUETTE:

UPPER PENINSULA COMMUNITY
ROWING CLUB, INC.

Jennifer A. Smith, Mayor


By: Lynette VanWelsenaert
Its: President

Kyle Whitney, City Clerk

By:
Its:

Approved as to Substance:

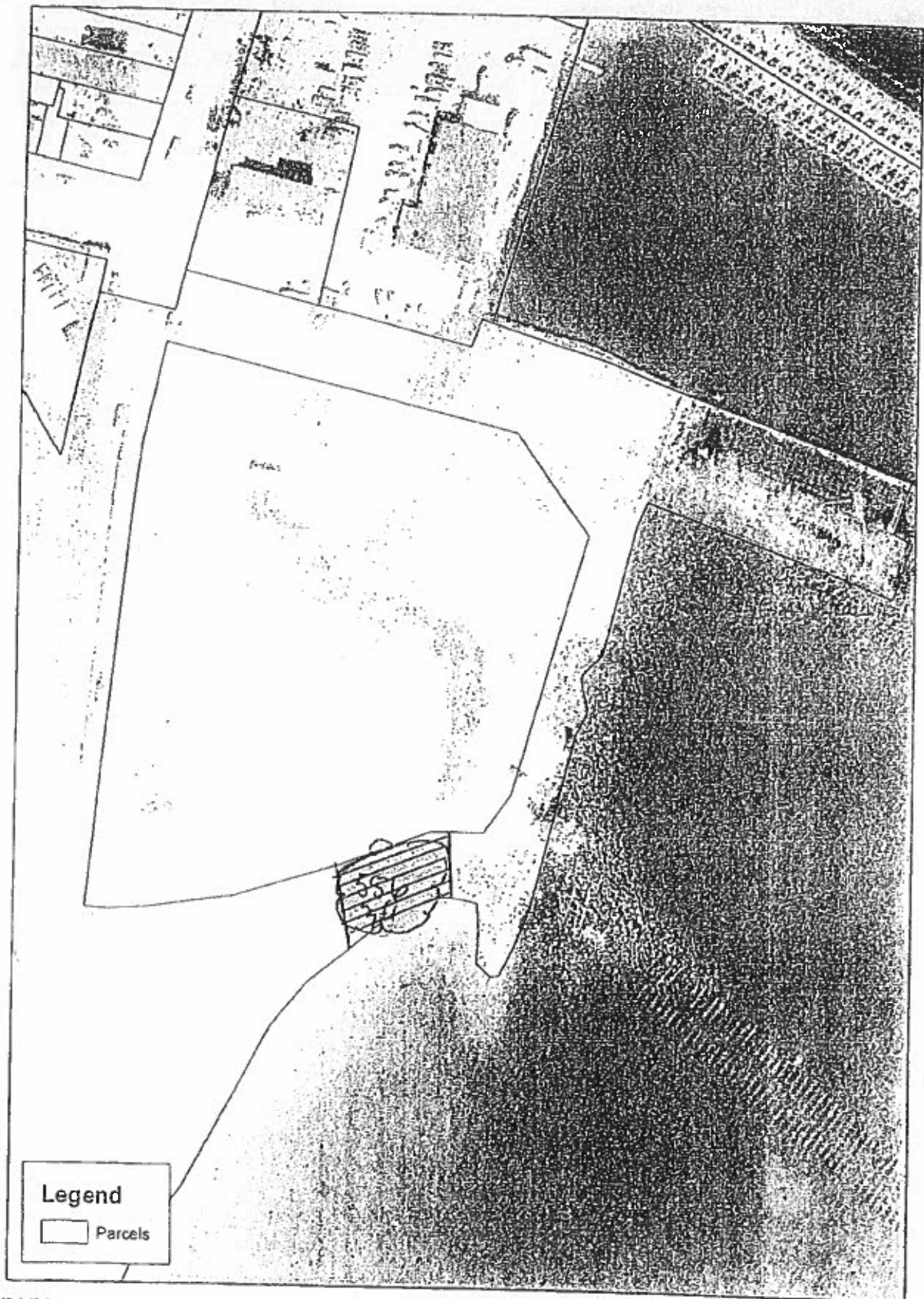
L. Michael Angeli, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

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Exhibit A - U.P. Rowing Club



05/26/09





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

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 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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED United States Rowing Association 252 Nassau Street Princeton, NJ 08542	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>HDI Global Specialty SE UK</td><td>D5059</td></tr><tr><td>INSURER B:</td><td>Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER C:</td><td>United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HDI Global Specialty SE UK	D5059	INSURER B:	Everest Indemnity Insurance Company	10851	INSURER C:	United States Fire Insurance Company	21113	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W20658585

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 ☒ Watercraft Liability ☒ Sexual Abuse: \$1M/\$2M GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		HDGL19000411	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			HDGL19000411	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE \$ OTH-ER \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SIBEX01492-201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Accident Medical Expense incl. volunteers & participants			US1396202	12/31/2020	12/31/2021	Limit \$25,000

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

The Certificate Holder is included as Additional Insured under the Liability. Coverage is provided under this policy only for the sponsored/supervised Rowing activities of the named insureds for which a premium has been paid. This certificate is issued on behalf of Upper Peninsula Community Rowing Club.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette 300 W. Baraga Ave. Marquette, MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

Unfinished 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 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.

The City Commission authorized the City Manager to negotiate the purchase of this property at their meeting on April 12, 2021. The City Attorney has prepared a purchase agreement with a final purchase price of \$350,000 and the inclusion of recognition of the Anthony family on the site. Dave Anthony has signed the purchase agreement on behalf of the Robert T. Anthony Trust and the sale is ready to move forward upon authorization from the City Commission.

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 Mayor and Clerk to sign the Purchase Agreement, approve the purchase of 702 Lakeshore Boulevard from the Robert T. Anthony Trust per the terms of the Purchase Agreement, and direct the City Manager to complete the purchase.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Appraisal
- ▣ Survey

▢ Purchase Agreement

FROM: Swanson, Mercier & Associates, Inc. 1229 W. Washington Street Marquette, MI 49855 Telephone Number: 906-228-9634 Fax Number: 906-228-9644			INVOICE 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:		
TO: City of Marquette 300 W Baraga Ave Marquette, MI 49855 E-Mail: Telephone Number: Fax Number: Alternate Number:					
DESCRIPTION					
Lender: City of Marquette Purchaser/Borrower: N/A Property Address: 702 N Lakeshore Blvd City: Marquette County: Marquette Legal Description: ELY PARK ADDITION LOT 232, City of Marquette, County of Marquette, MI Client: City of Marquette State: MI Zip: 49855					
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

SUBJECT

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.

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	☒ Owner	☐ Tenant	☐ Vacant	Special Assessments \$	☐ PUD	HOA \$	0
						per year	per month
Property Rights Appraised	☒ Fee Simple ☐ Leasehold ☐ Other (describe)						
Assignment Type	☐ Purchase Transaction ☐ Refinance Transaction ☒ 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 ☒ 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	☒ Urban	☐ Suburban ☐ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE	One-Unit	80 %
Built-Up	☒ Over 75%	☐ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance ☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %
Growth	☐ Rapid	☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths	☒ 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	☒ 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?							
☒ Yes ☐ No If No, describe							

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	☒	☐	Water	☒ ☐	Street Asphalt Paving	☒	☐
Gas	☒	☐	Sanitary Sewer	☒ ☐	Alley None	☐	☐
FEMA Special Flood Hazard Area	☐ Yes ☒ 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?							
☒ Yes ☐ No If No, describe							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?							
☒ Yes ☒ 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	☒ One ☐ One with Accessory Unit	☐ Concrete Slab	☐ Crawl Space	Foundation Walls	Concrete Block/Avg	Floors	Cpt/Vinyl/Avg				
# of Stories	1	☒ Full Basement	☐ Partial Basement	Exterior Walls	Hardboard/Avg	Walls	DW/Pnl/Avg				
Type	☒ Det. ☐ Att. ☐ S-Det./End Unit	Basement Area	819 sq.ft.	Roof Surface	Rubber/AsphShn/Av	Trim/Finish	Wood/Avg				
☒ 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	Fbrcls/Avg				
Year Built	1918	Evidence of	☐ Infestation	Storm Sash/Insulated	None	Car Storage	☐ None				
Effective Age (Yrs)	15	☐ Dampness	☐ Settlement	Screens	Yes/AG	☒ Driveway	# of Cars	2			
Attic	☒ None	Heating	☐ FWA ☒ HWBB ☐ Radiant	Amenities	☐ Woodstove(s) # 0	Driveway Surface	Concrete				
☐ Drop Stair	☐ Stairs	☐ Other	Fuel Natural Gas	☐ Fireplace(s) # 1	☐ Fence None	☒ Garage	# of Cars	1			
☐ Floor	☐ Scuttle	Cooling	☐ Central Air Conditioning	☒ Patio/Deck Deck	☒ Porch 2 Porches	☐ Carport	# of Cars	0			
☐ Finished	☐ Heated	☐ Individual	☐ Other None	☐ Pool None	☐ Other None	☐ Att.	☒ Det.	☐ Built-in			
Appliances	☐ Refrigerator ☒ Range/Oven	☐ Dishwasher	☐ Disposal	☒ Microwave	☐ Washer/Dryer	☒ 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 ☒ 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.)?											
☒ 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

SALES COMPARISON APPROACH

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	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	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	Crawl Space 0 NoFnsh/NoBath	+10,000	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	2ga1qd2dw	-10,000
Porch/Patio/Deck	CP/Entry	CP/Entry	0	Cvrd Front	0	CP/2Patos	-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
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.

Freddie Mac Form 70 March 2005

Page 2 of 6

Fannie Mae Form 1004 March 2005

City of Marquette, MI

Form 1004 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMOD

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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		Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths		
	Room Count		3	0	0.1	6	2	1.1								
	Gross Living Area		819 sq.ft.		1,732 sq.ft.		-68,500		sq.ft.		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														

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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	OPINION OF SITE VALUE				=\$	126,000		
Source of cost data	Marshall & Swift		DWELLING	819	Sq.Ft. @ \$	110.45	=\$	90,459		
Quality rating from cost service	Avg	Effective date of cost data	Current	Basement	819	Sq.Ft. @ \$	51.35	=\$ 42,056		
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			See Above...				=\$	10,015		
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.			Garage/Carport		200	Sq.Ft. @ \$	46.50	=\$ 9,300		
			Total Estimate of Cost-New							=\$ 151,830
			Less	Physical	Functional	External				
			Depreciation	32,537	22,775			=\$	(55,312)	
			Depreciated Cost of Improvements				=\$	96,518		
			"As-is" Value of Site Improvements				=\$	5,000		
Estimated Remaining Economic Life (HUD and VA only)			55 Years		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.

Uniform Residential Appraisal Report

File # R211547

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

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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.

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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 Charles M. Swanson
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



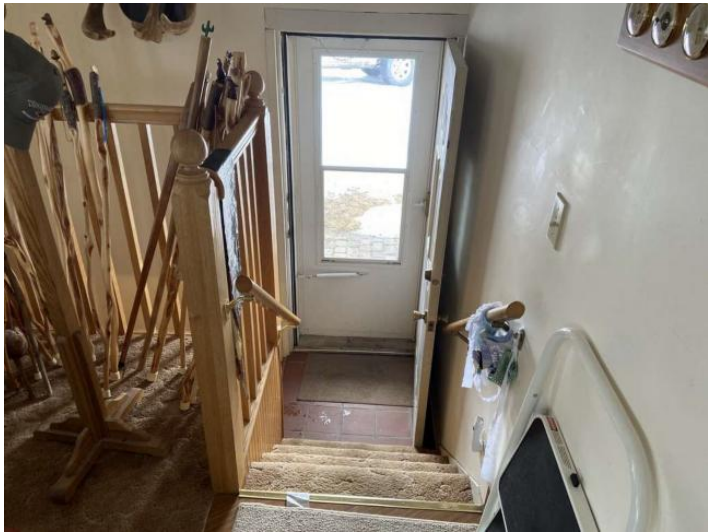
Subject Rear



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



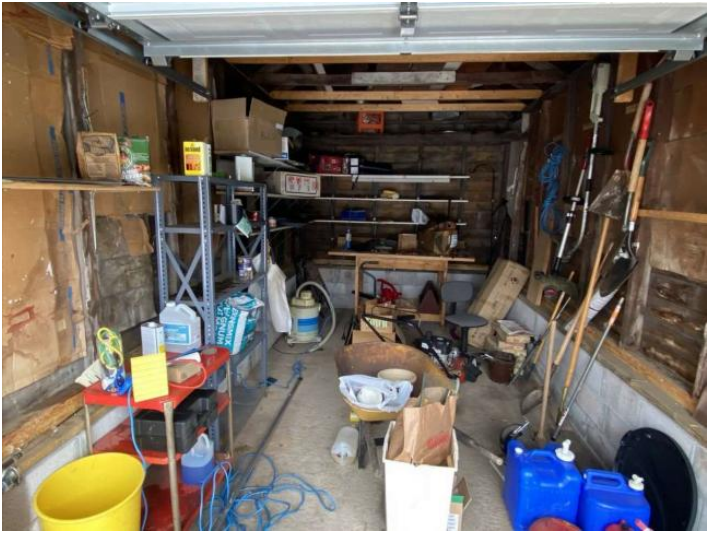
Utility



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

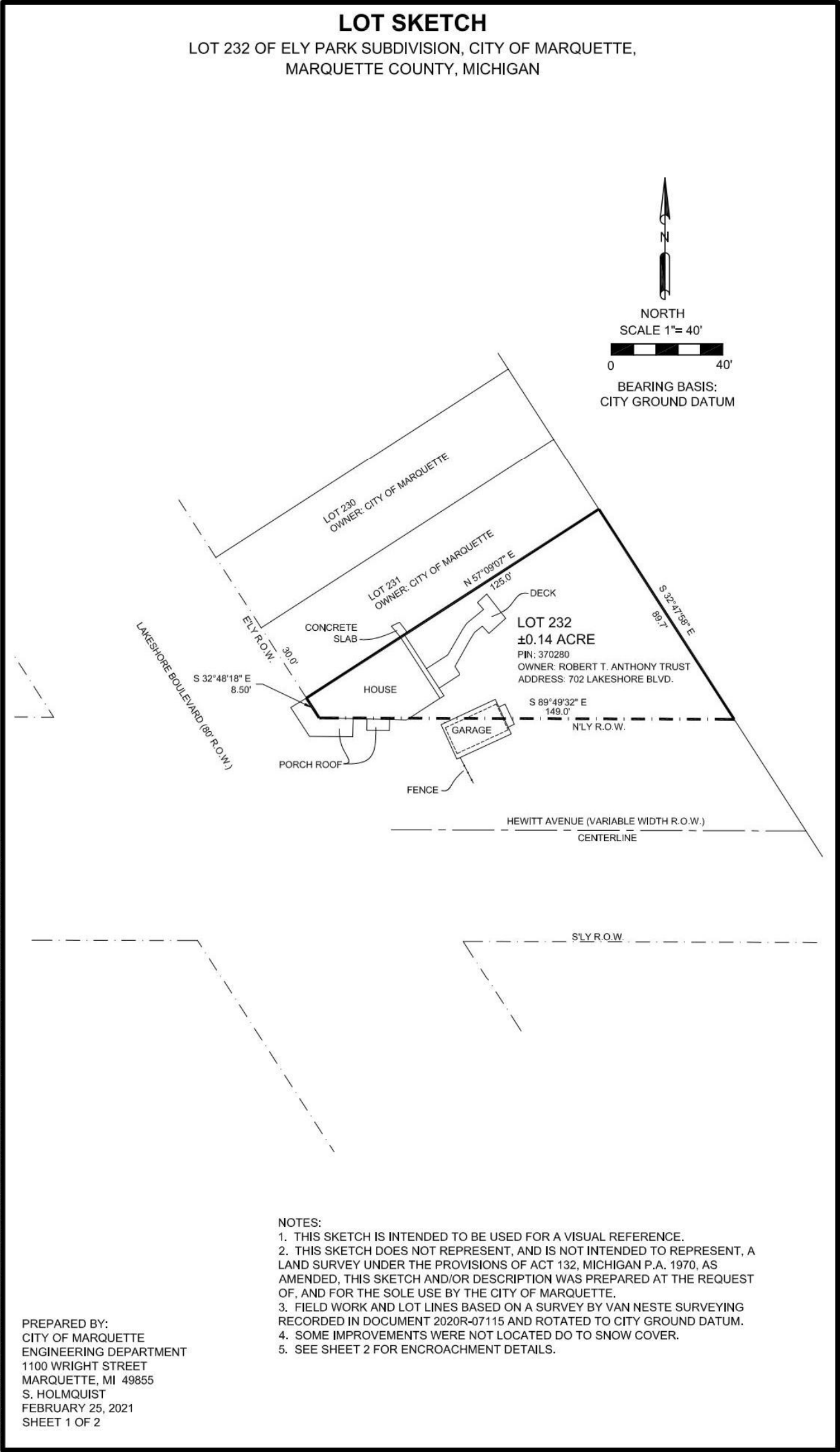
Article 3: Zoning Districts and Map
Section 54.308: MDR, Medium Density Residential District

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.	

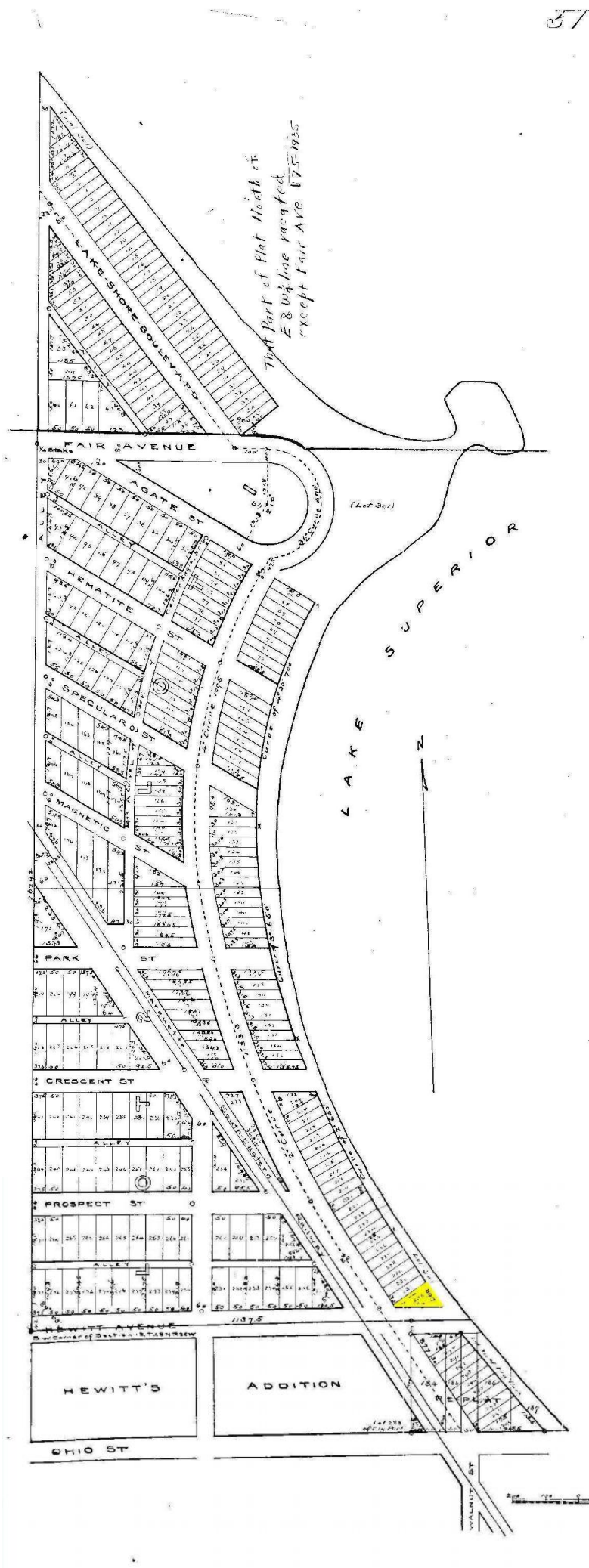
(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	4,500 (C)	Front Yard (ft.)	15 (A) , (B)
Min. Lot Width (ft.)	37.5 (D)	Side Yard (one) (ft.)	5 (K)
Max. Impervious Surface Coverage (%)	(Q)	Side Yard (total of 2) (ft.)	13 (K)
Max. Building 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



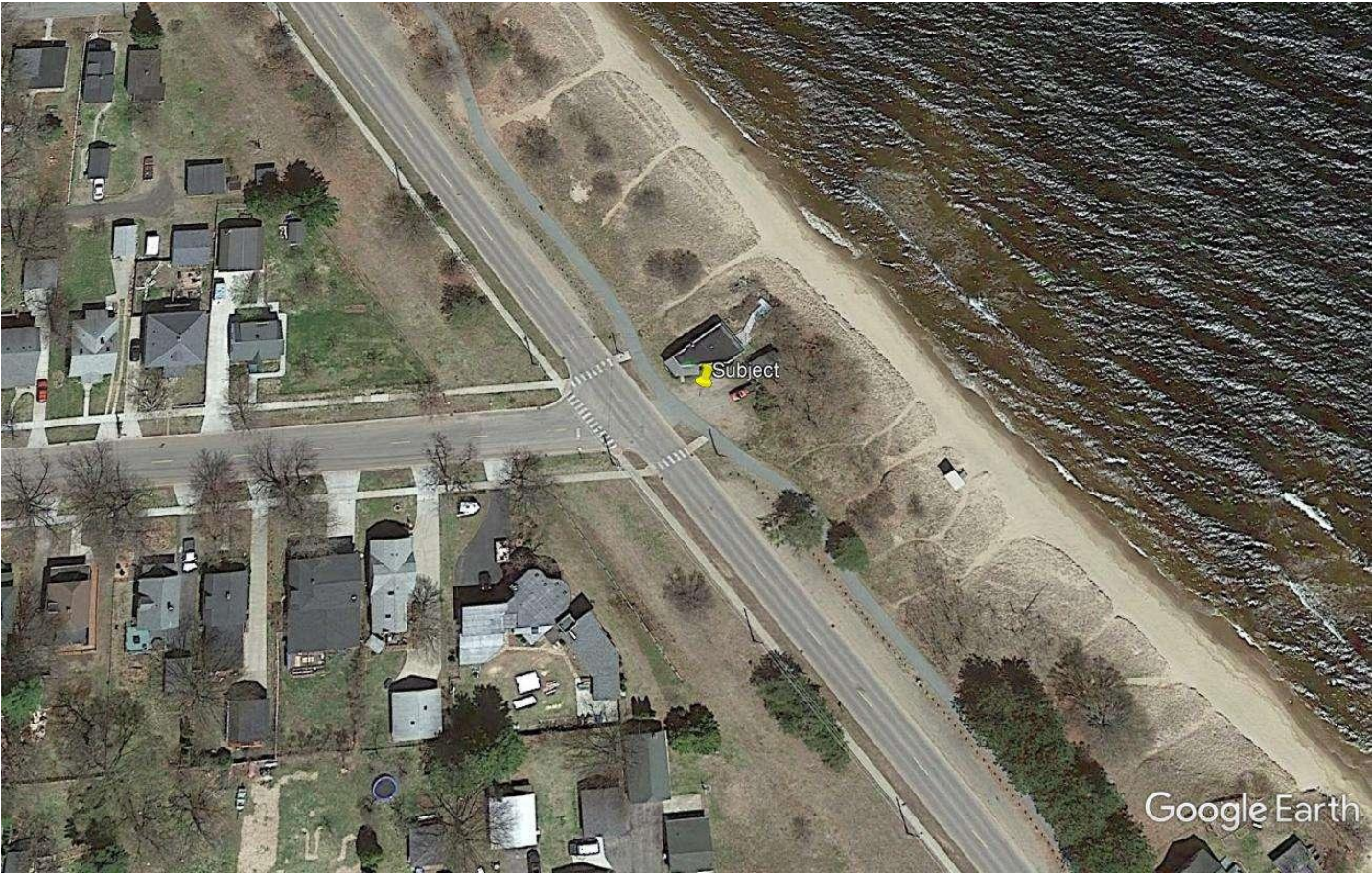
Plat Map

Borrower	N/A			
Property Address	702 N Lakeshore Blvd			
City	Marquette	County	Marquette	State MI Zip Code 49855
Lender/Client	City of Marquette			



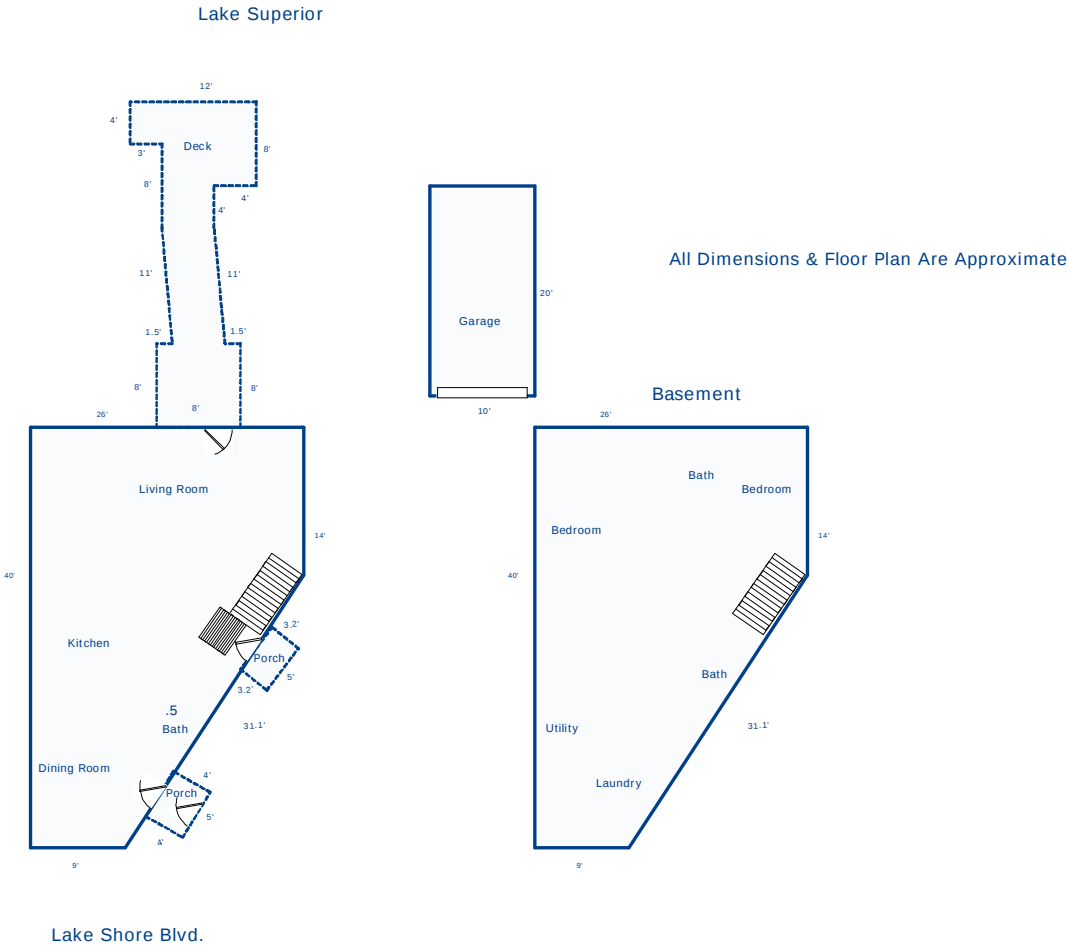
Aerial Map

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

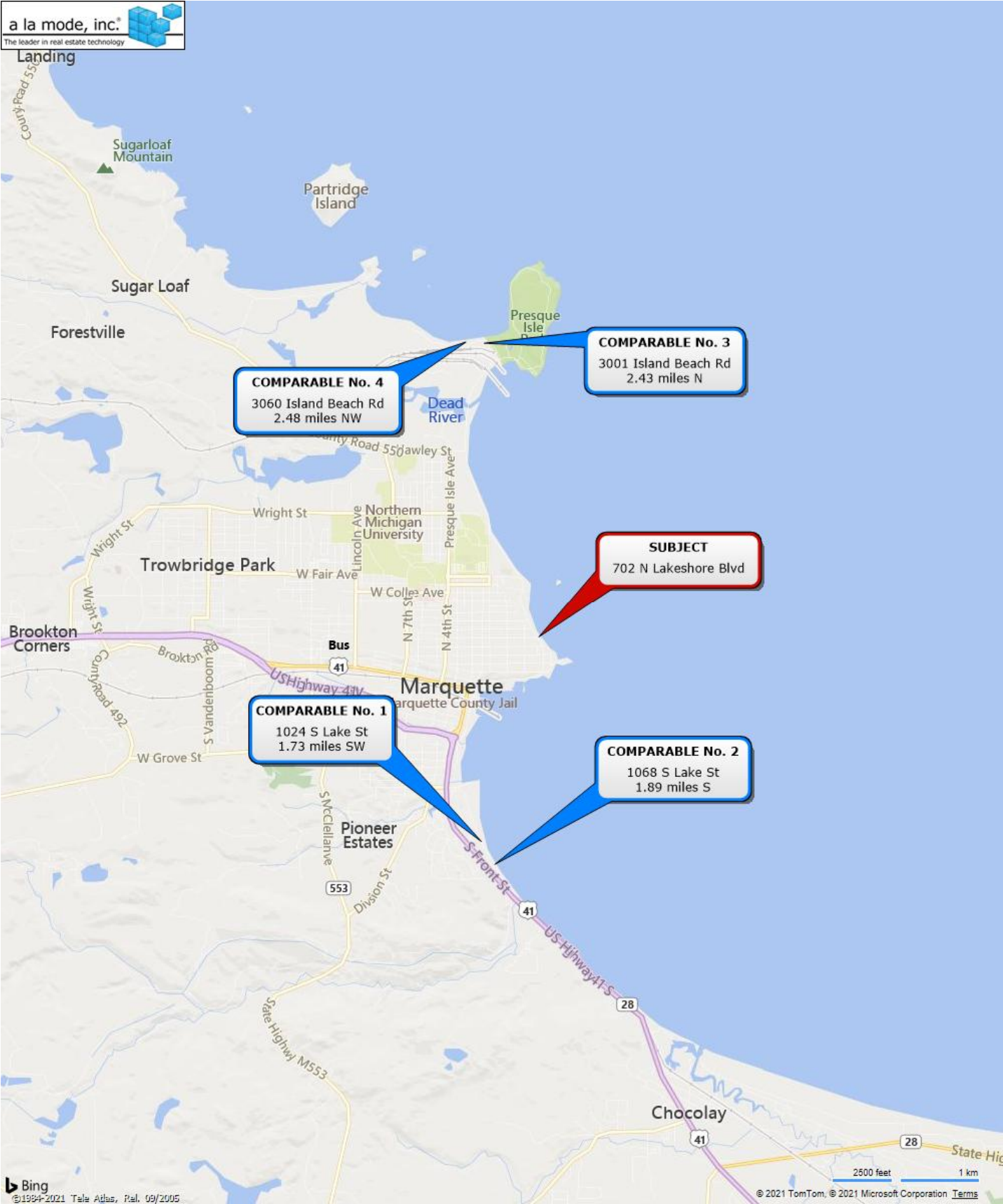
Proximity	
Sale Price	
GLA	
Total Rooms	
Total Bedrms	
Total Bathrms	
Location	
View	
Site	
Quality	
Age	

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				



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)

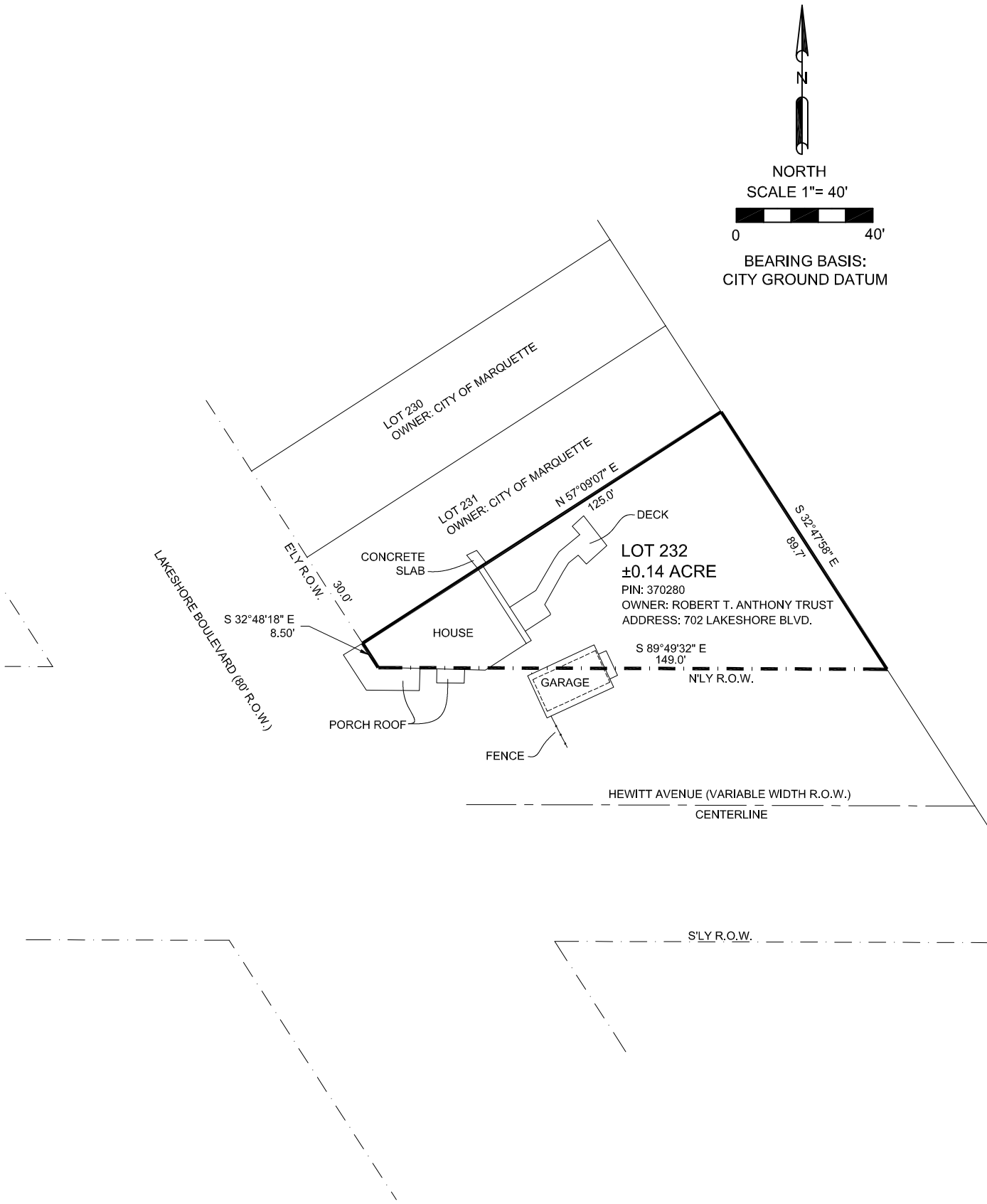
Marquette Regional History Center - Past President
Great Lakes Olympic Training Center Association - Board Member
Hiawathaland Boy Scout Council - Past President
Marquette Area Chamber of Commerce - Board Member
Rotary International, Marquette Club
Marquette County Economic Club - Board Member

Appraiser License

GRETCHEN WHITMER GOVERNOR	STATE OF MICHIGAN	N940254
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS		
BUREAU OF PROFESSIONAL LICENSING		
CERTIFIED GENERAL APPRAISER LICENSE		
CHARLES M SWANSON		
LICENSE NO. 1201000002	EXPIRATION DATE 07/31/2021	AUDIT NO 3417073
THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN		

LOT SKETCH

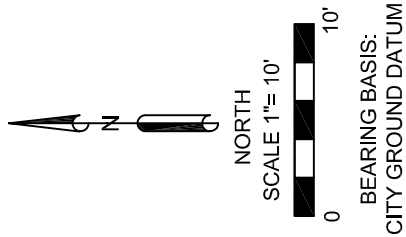
LOT 232 OF ELY PARK SUBDIVISION, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



- 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

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

PURCHASE AGREEMENT

This agreement dated _____, 2021, by and between M. DAVID ANTHONY, TRUSTEE OF THE ROBERT T. ANTHONY TRUST dated August 1, 2007, of 2708 I Lane, Bark River, Michigan 49807 ("Seller"), and the CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 ("Purchaser"),

W I T N E S S E T H:

1. Property to be Sold: Seller agrees to sell and Purchaser agrees to buy that real estate ("Premises") situated in the City of Marquette, County of Marquette and State of Michigan, described as being:

Lot 232, Ely Park Addition to the City of Marquette, Marquette County, Michigan.

Subject, however, to any and all rights, reservations, restrictions, conditions and easements appearing in the recorded chain of title.

Subject to any and all restrictions, reservations, easements, exceptions and conditions contained in any conveyance constituting the chain of title to said land.

Tax ID Number: 52-52-003-702-80

All buildings, plumbing, heating, lighting fixtures, light bulbs, radio or television antenna fixed to building, together with any mechanical devices for operation thereof, all appliances, screens, storm doors, storm windows, shades, awnings, linoleum, shrubbery plants, trees, and fences now on the premises are to be included in this sale. Additionally, all personal property located on the Premises as of the date of this agreement is included in this sale.

2. Consideration and Terms of Payment: The purchase price for the Premises is THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00). The entire purchase price shall be paid in full at closing in certified funds.

As additional consideration, the Purchaser agrees, following closing, to generally use the property for public use, and to place recognition of the Anthony legacy on the Premises.

3. Present Title of Seller: Seller warrants that it owns the Premises free and clear of encumbrances, except which will be discharged at or before closing.

Seller warrants that no work has been performed on or materials supplied to the Premises within any applicable statutory period which could give rise to any environmental, mechanics or materialmen's liens or encumbrances; all bills and claims for labor performed and materials furnished

to or for the benefit of the real estate for all periods prior to the Closing Date have been paid in full, and Seller has no knowledge of any environmental, mechanic's or materialmen's liens or encumbrances, whether or not perfected, on or affecting any portion of the Premises.

Seller further warrants that there is no pending or threatened condemnation or eminent domain proceeding, or actions, suits, petitions, notices or proceedings pending with respect to the real estate.

4. Tax Proration: All taxes and assessments which are due and payable for calendar year 2020 and prior years shall be paid by Seller. Current taxes and assessments, *i.e.*, due and payable during calendar year 2021 (including July and December 2021 taxes and assessments), shall be prorated and adjusted as of the date of closing on a calendar year basis, and as a proportionate share of Seller's larger parcel.

5. Evidence of Title: Seller shall provide Purchaser, at Seller's expense, an owner's policy of title insurance showing marketable title to the Premises, in Purchaser's name for the purchase price as of the date of closing. A title commitment consistent with these requirements shall be provided to Purchaser at least 10 days prior to closing.

6. Title Failure: In the event Seller is unable to convey marketable title free and clear of encumbrances to said land at the time of closing, or as extended by agreement, then neither party shall be bound hereby and this agreement shall be deemed terminated.

7. Conveyance: Conveyance shall be by warranty deed executed by Seller to Purchaser.

8. Time for Closing and Possession: This sale shall be closed on or before September 1, 2021. Possession shall transfer at the time of closing.

9. Closing Costs: Purchaser agrees to pay the costs of recording the deed and legal expenses of Purchaser. Seller agrees to pay costs of obtaining an owner's policy of title insurance, the costs of transfer tax, deed preparation, costs associated with providing clear title to the Premises (if any) and legal expenses of Seller.

11. Risk of Loss. Risk of loss is to be borne by Seller until sale is closed, and if improvements are not in substantially their present condition, Purchaser may declare this agreement null and void and be entitled to a return of their deposit. Following closing, risk of loss is to be borne by Purchaser, excepting for any personal property owned by Seller.

12. Notices. All notices required by this agreement shall be sent to the other party in writing. The notices shall be delivered either personally or by first class mail at the aforesaid addresses.

13. Successors and Assigns. This agreement shall bind and benefit the parties and their respective representatives, heirs, successors and assigns.

14. Brokers. Seller and Purchaser each represent and warrant to each other that they had no dealings with any real estate brokers or agents in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold the other harmless from any cost, expense or liability (including attorney fees) arising from any breach of this representation.

15. Legal Representation. Purchaser has retained the firm of Kendricks, Bordeaux, Keefe, Seavoy & Larsen, P.C., to prepare this Purchase Agreement on Purchaser's behalf.

16. Waiver, Discharge, Amendment, etc. This Agreement may not be released, discharged, abandoned, changed, amended or modified in any manner, except by an instrument in writing signed by each of the parties hereto. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

17. Captions. The captions appearing in this Agreement are inserted for convenience of a reference only and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

18. Rights of Persons Not Parties. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto any rights, benefits or remedies.

19. Severability. In the event any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof shall not be affected thereby. Any provision so held unenforceable or invalid shall be reformed by such court to reflect the construction most nearly approximating the intent of such provision which shall be valid and enforceable, and the parties hereto hereby agree to such provision as reformed.

20. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal laws of the State of Michigan, without giving the effect to the conflicts of law principles of such state.

21. Entire Agreement. This agreement contains all of the representations by each party to the other and expresses the entire understanding between the parties with respect to the transaction. All prior communications concerning the subject matter are merged in and replaced by this agreement.

SELLER:

ROBERT T. ANTHONY TRUST u/a/d 8/1/07

M. David Anthony

M. David Anthony (Apr 23, 2021 11:19 EDT)

M. David Anthony, Trustee

PURCHASER

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

L. Michael Angeli, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

Purchase Agreement Robert Anthony Trust to City (00576734-13xC6491)

Final Audit Report

2021-04-23

Created:	2021-04-23
By:	Sean Hobbins (shobbins@marquettemi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgW6Tt9PSHhdTQIS5_f1tF6ueFZ8xly2c

"Purchase Agreement Robert Anthony Trust to City (00576734-13xC6491)" History

-  Document created by Sean Hobbins (shobbins@marquettemi.gov)
2021-04-23 - 1:19:57 PM GMT- IP address: 67.212.214.3
-  Document emailed to M. David Anthony (anthony_cleopatra@email.com) for signature
2021-04-23 - 1:20:17 PM GMT
-  Email viewed by M. David Anthony (anthony_cleopatra@email.com)
2021-04-23 - 2:31:22 PM GMT- IP address: 35.24.193.146
-  Document e-signed by M. David Anthony (anthony_cleopatra@email.com)
Signature Date: 2021-04-23 - 3:19:53 PM GMT - Time Source: server- IP address: 35.24.193.146
-  Agreement completed.
2021-04-23 - 3:19:53 PM GMT

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

New Business

Sale of City Property, 213 S. Front St. - Roll Call Vote

BACKGROUND:

In March 2021, Ore Dock Real Estate, LLC, in coordination with the Ore Dock Brewing Company, LLC, approached the City Manager's Office with a purchase request for a portion of a parcel of vacant City-owned land located at 213 S. Front Street. The property is a former railroad grade and is mostly vacant except for a licensed ADA entrance/exit platform and ramp utilized as a rear egress from Ore Dock Brewing Company, LLC and an abutment located next to the building at 214 S. Front Street. According to the letter of intent and discussions with the Ore Dock Real Estate, LLC, they are planning to "develop the premises into an urban beer garden, utilizing a placemaking philosophy to transform this underutilized space into a community asset". The aforementioned abutment is not included in this purchase request.

Ore Dock Real Estate, LLC will be required to order a survey and appraisal of the property as a part of the negotiation process.

FISCAL EFFECT:

Upon the final approval of the sale, the City will receive a negotiated amount of revenue.

RECOMMENDATION:

Approve the attached Resolution of Intent to Sell and authorize the City Manager to negotiate the sale of a portion of City-owned vacant property located at 213 S. Front Street, and direct the City Attorney to draft a purchase agreement based on the results of the negotiations.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Purchase Request
- ▣ Parcel Map
- ▣ Draft Site Plan
- ▣ Resolution of Intent to Sell

Andrea Pernsteiner
Ore Dock Real Estate
521 E Ohio St
Marquette, MI 49855

March 23, 2021

Sean Hobbins
Assistant City Manager
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

Dear Mr. Hobbins:

Ore Dock Real Estate is pleased to present you with this Letter of Intent for the purchase of the City-owned property adjacent to the building that sits at 112-118 W Spring St and extends east to the Front St right of way, exclusive of property authorized in the “Resolution of Intent to Sell” dated 4/11/2016.

Ore Dock Real Estate, in coordination with Ore Dock Brewing Company, strives to further develop the premises into an urban beer garden, utilizing a placemaking philosophy to transform this underutilized space into a community asset. With the elements of Marquette’s Community Master Plan in mind, we have developed preliminary renderings of what this small parcel could become and have included it for your reference.

In a meeting held 10/11/2016 the City Commission authorized the City Manager to direct the sale of property commonly known as a “strip of land approximately 6’ wide bordering the North wall of 214 S. Front Street” and previously authorized in the “Resolution of Intent to Sell” dated 4/11/2016. To preserve the intentions of the city and the owners of 214 S. Front St we have removed this portion of the parcel from this Letter of Intent.

We kindly request you bring this request for purchase before the Marquette City Commission for approval in accordance with City Ordinances and Policies. We look forward to working with you through this process and appreciate your consideration.

Sincerely,

Andrea Pernsteiner
President, Ore Dock Real Estate



MARQUETTE, MI





Resolution of Intent to Sell

WHEREAS, Ore Dock Real Estate has submitted an offer to purchase real property owned by the City of Marquette (a portion of Parcel 0151030 - "Parcel") as outlined in the attached letter of intent received March 23, 2021; and,

WHEREAS, the City of Marquette has adopted an ordinance to provide for the sale of property.

THEREFORE, BE IT RESOLVED, that the City of Marquette hereby authorizes the City Manager to direct the sale of the Parcel, subject to the following:

1. The value of the Parcel shall be determined in writing by a State Certified or Licensed Real Estate Appraiser at the cost of the purchaser;

Adopted this 26th Day of April 2021.

Jennifer A. Smith , Mayor

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

New Business

Revised Resolution for Addition of a Section of East Baraga Avenue to the ACT 51 Local Street System-Roll Call Vote

BACKGROUND:

The City Commission previously approved adding a section of Baraga Avenue east of Lakeshore Boulevard into the City's local street system at its December 21, 2020 meeting. The resolution is required for the City to receive funding for this section of road through Michigan Public Act 51 of 1951 (Act 51). MDOT denied the previous resolution and is requiring revisions to meet their current standards.

FISCAL EFFECT:

The City of Marquette will receive an additional \$387 annually in Act 51 revenue for the addition of this section of Baraga Avenue into its local street system.

RECOMMENDATION:

Authorize the City Clerk to sign the attached resolution to add East Baraga Avenue, starting at the intersection of Lakeshore Boulevard and ending 470 feet to the east to the City's local streets system.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Act 51 Resolution and Drawing

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____,

the following resolution was offered by member _____, and supported by member _____.

Whereas the City of Marquette did on December 18, 2020 acquire title to East Baraga Avenue. And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of Government Lot Three (3) of Section Twenty-Three (23), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), and part of Lot 8 of the Assessor's Plat of Marquette Bay, all in the City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Southwest corner of said Lot 8; thence N16°23'11"E along the easterly Right of Way (R.O.W.) of Lakeshore Boulevard and westerly line of said plat 26.26 feet; thence N76°38'36"W 28.61 feet to the Point of Beginning of the centerline of East Baraga Avenue;

Thence S76°38'36"E along said centerline 84.25 feet; thence S05°17'40"E along said centerline 61.04 feet; thence S77°14'41"E along said centerline 324.64 feet to the Point of Ending.

Said centerline of East Baraga Avenue is 469.93 feet in length.

The above described centerline is shown on the Description Sketch attached hereto as Exhibit "A".

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY. DESCRIPTION BASED ON THE ASSESSOR'S PLAT OF MARQUETTE BAY AS RECORDED IN LIBER 13 OF PLATS, PAGES 4069-4070 AT THE MARQUETTE COUNTY REGISTER OF DEED.

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

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2020.

Resolution duly adopted.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

Certified to be a true copy.

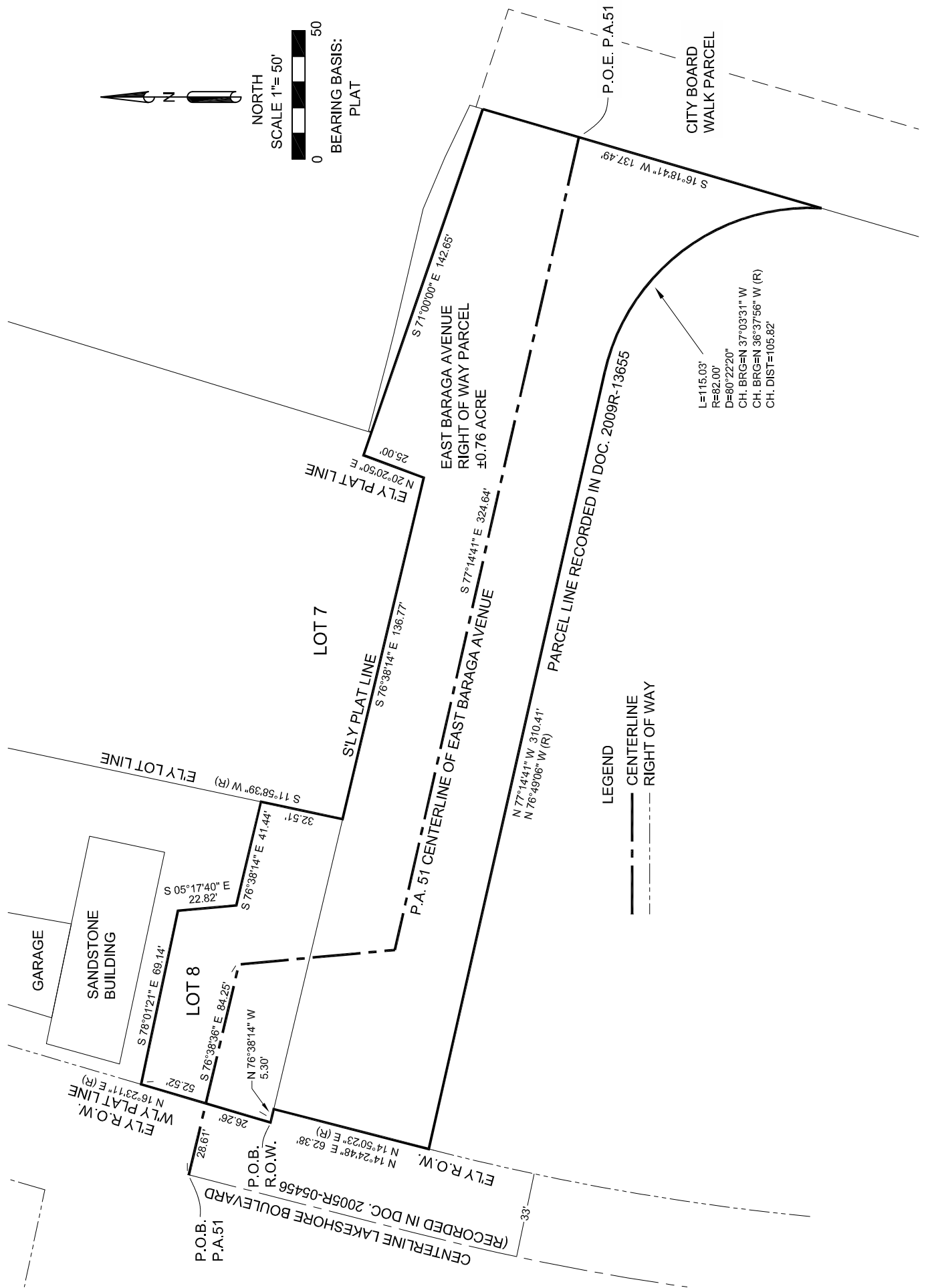
Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

EXHIBIT "A"
DESCRIPTION SKETCH

PART OF GOVERNMENT LOT 3 OF SECTION 23, T48N-R25W, AND PART OF LOT 8 OF THE ASSESSOR'S PLAT OF MARQUETTE BAY, ALL IN THE CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN.



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
DECEMBER 9, 2020
JN: MQ13-028
SHEET 3 OF 3

NOTES:
1. EAST BARAGA AVENUE CENTERLINE FROM P.O.B. TO P.O.E. IS 469.93 FEET IN LENGTH.
2. THIS SKETCH IS INTENDED TO BE USED FOR A VISUAL REFERENCE.
3. 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.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

New Business **NTN Tourist Park - Trail Permit**

BACKGROUND:

The Noquemanon Trails Network Council (NTN) requests the City Commission approve a permit to construct a non-motorized bicycle playground at Tourist Park. The NTN has partnered with the 906 Adventure team to design, fund and build a bicycle playground, consisting of a looped trail with skill development features, within the woods on the day-use side of Tourist Park. Staff has worked with the NTN and the City Attorney to draft a permit that outlines the construction, maintenance, and insurance associated with the bicycle playground.

The Tourist Park Land Use Plan calls for a pump track in this location. Since the adoption of that plan in 2013, multiple pump tracks have been established in and around the City of Marquette. This bicycle playground is similar to a pump track but provides various built obstacles similar to what a mountain biker may encounter on the various trails in and around the City of Marquette. The playground will provide an opportunity for users new to the sport of mountain biking to gain the necessary skills in a controlled environment prior to heading out on the trails. While many of these bicycle playgrounds throughout the country are concrete and metal, staff has worked with the NTN to ensure it will be built to mimic the natural and man made elements found on trails throughout Marquette County, blending into the woods of the park as much as possible.

The Parks and Recreation Advisory Board voted at their April 19, 2021 meeting to recommend the City Commission approve the bike playground as presented. The playground would be available to the general public and a nice amenity for the visitors to the campground. Attached are some images of features similar to those that will be incorporated.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the permit with the Noquemanon Trails Network for construction and maintenance of a bicycle playground at Tourist Park day-use area and, authorize the Mayor and City Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Permit, Exhibit A and Insurance
- ▢ Examples of features

NOQUEMANON TRAILS NETWORK COUNCIL (NTN) PERMIT
TOURIST PARK

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, grants Noquemanon Trails Network Council (NTN), a Michigan non-profit corporation, of 401 E. Fair Street, Marquette, MI 49855, permission to perform trail preparation and maintenance of a non-motorized recreational trail located in the City at Tourist Park, as shown on the attached Exhibit A, subject to the following terms and conditions:

1. Permission is granted to access the property for trail preparation and maintenance of a non-motorized recreational trail only.
2. The City makes no warranty as to the condition of the real property (Premises) upon which the trail preparation and maintenance is to be located.
3. NTN agrees to indemnify and hold harmless the City, its officials, officers, employees, agents and assigns from any and all liens, claims, charges, liabilities, and/or damages for acts of commission, omission, or negligence on the part of NTN, NTN's subcontractors, or NTN's agents and employees, arising or growing out of the performance of NTN's trail preparation and maintenance as specified herein.
4. NTN specifically agrees to assume all risks associated with trail preparation and maintenance.
5. The permitted trail is for non-motorized recreational only. NTN will use signage and other aids as appropriate to help prevent unauthorized use. NTN may use motorized equipment to perform trail preparation and maintenance as needed.
6. Access is granted only to the Premises noted on the attached map.
7. Any materials removed for the preparation and/or maintenance of the trail, including timber, is to be removed in accordance with local ordinances and permission of the City by NTN at NTN's cost. Any merchantable timber removed, as determined by the City's representative, will remain the possession of the City. Trail preparation and maintenance shall only take place between the hours of 7:00 a.m. and 7:00 p.m.
8. NTN is to leave the condition of the Premises in the same or better condition as it was before entering the Premises for trail preparation and maintenance.

9. There will be no interference by NTN and/or NTN's contractors or agents with any of the City's operations on the Premises. It is further agreed that access by the City to the Premises shall be maintained at all times.

10. NTN agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of the Premises. NTN may repair drainage aids and bridges or restore areas to their historic condition.

11. The permission herein granted shall be from May 1, 2021 through April 30, 2026. The City and the NTN each have the right to cancel and terminate this agreement at any time and for any reason by providing written notice to the other; and upon notice of such cancellation or termination NTN will immediately cease to use the Premises.

12. NTN shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of the City.

13. NTN shall submit for review any publication referencing the City and the Premises. NTN shall make all reasonable efforts to give favorable publicity to the City and its role in the listed trail as approved by the City.

14. It is understood by the parties that this agreement falls under the provisions of the Recreational Use Act, MCL §324.73301. Under this statute, so long as the landowner does not receive valuable consideration for the use of its property, the landowner is not liable for injuries to a person using the land for recreational or trail use. The City, as the landowner, will receive no valuable consideration in exchange for any terms under this agreement.

15. NTN shall provide the City with certificates of insurance showing insurance coverage as noted below, stating that coverage afforded on their policies will not be cancelled, limited or allowed to expire until after thirty (30) days written notice has been given to the City. NTN shall maintain this coverage at all times during the performance of this agreement.

a. Workers Compensation coverage according to any applicable statute, including employer's liability coverage with \$1,000,000 limit per accident.

b. Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage or \$1,000,000 Combined Single Limit.

c. Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage or \$1,000,000 Combined Single Limit.

Each sub-contractor shall be a named insured in NTN's policies. The City shall be named as additional insured and loss payees on all NTN's insurance policies (except workmen's compensation insurance, in which the City will not be listed as additional insured or loss payees)

and NTN's policies will be on an "occurrence" and not on a "claims made" form. NTN will file with the City, on or before the commencement of this agreement and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies or certificates or other proofs, as may reasonably be required to establish NTN's insurance coverage in effect from time to time.

THE CITY OF MARQUETTE

Dated: _____

By: Jennifer A. Smith
Its: Mayor

Dated: _____

By: Kyle Whitney
Its: City Clerk

APPROVED AS TO CONTENT:

L. Michael Angeli, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

NOQUEMANON TRAILS NETWORK COUNCIL

Dated: 4/20/21

Lori L. Hauswirth
By: LORI L. HAUSWIRTH
Its: EXECUTIVE DIRECTOR

EXHIBIT A

Sugarloaf Avenue

EZ PZ

Proposed 906 Bicycle
Playground Location

CITY OF MARQUETTE
MULTI USE PATH

Powder-Mill Road

Tourist Park
Campground





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2020

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 Marsh & McLennan Agency LLC 15561 Railroad Street Suite 201 Hayward WI 54843		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Noquemanon Trails Network Council PO Box 746 Marquette MI 49855		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
NOQUETRAIL		NAIC # 10120	

COVERAGES

CERTIFICATE NUMBER: 941152468

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 GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			SI8GL01714201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			SI8EX01455201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette
300 W. Baraga Ave.
Marquette MI 49855

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY – FOR NAMED
ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name of Person or Organization: THE CITY OF MARQUETTE, ITS OFFICERS AND EMPLOYEES 300 W. BARAGA AVENUE MARQUETTE, MI 49855

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The following is added to **Section IV – Commercial General Liability Conditions**:

1. If insurance similar to this insurance is held by the person or organization named above that is an additional insured on this policy, this insurance is primary to that other insurance only if that other insurance lists the person or organization as a named insured. We shall not seek contribution from that other insurance for amounts payable under this insurance performed for that person or organization under a written agreement. However, this insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, in which the person or organization named above is not listed as a named insured of that other insurance.
2. However, the provisions of this endorsement do not apply to the person or organization named above unless you had a specific written agreement with that person or organization requiring that:
 - a. This insurance be primary insurance; and
 - b. They be an additional insured on this policy; and
 - c. The written agreement must be signed prior to the date that your operations for that person or organization commenced.

The insurance afforded by this endorsement shall only include the insurance required by the terms of the written agreement but only to the extent that the person or organization named above is covered within the terms of this Coverage Part. The Limits of Insurance shall be the lesser of the Limits of Insurance required by the written agreement between the parties or the Limits of Insurance provided by this Coverage Part.





City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 4/26/2021

New Business

Notice of Intent Resolution-FY 21 Capital Improvement Bonds-Roll Call Vote

BACKGROUND:

In order to start the process of issuing Capital Improvement Bonds for Fiscal Year 2021 projects, a resolution must be approved that will authorize a "Notice of Intent" to be published. The "Notice of Intent" serves as a 45-day referendum notice in accordance with Public Act 34. This Public Act states that if ten percent of the registered electors of the City file a referendum petition within 45 days of publication of the notice, then the bonds cannot be issued without voter approval. The Resolution also authorizes that the City may reimburse itself for expenditures made prior to the actual issuance of the bonds. This language is needed in order to comply with Federal tax laws for tax-exempt bonds.

Projects proposed to be financed with this bond issue are attached. These projects have been included in the budget process. A final amount tally will be presented before the bonds are issued and will require another Resolution to be approved.

The not-to-exceed amount sets a cap on the amount we will be able to issue and is presented here as a "worst case" scenario. As calculations are finalized, a lower, more accurate number will be presented.

If approved and if the 45-day referendum period passes, another Resolution will be brought to the City Commission for approval of the final not-to-exceed amount.

FISCAL EFFECT:

A debt-service schedule will be produced when the bonds are issued.

RECOMMENDATION:

Approve a Notice of Intent Resolution to start the process of issuing General Obligation Bonds in an amount not-to-exceed \$11,000,000 for Capital Improvements, and authorize the City Clerk to sign the Resolution. Another Resolution will be necessary at a future date for the final amount once those calculations are completed.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Notice of Intent Resolution-FY 21 CIP Bonds
- ▣ Projects to Bond-FY21

Notice of Intent Resolution
2021 General Obligation Capital Improvement Bonds

City of Marquette
County of Marquette, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan (the “City”), held on the 26th day of April, 2021, at 6:00 o’clock p.m. prevailing Eastern Time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the City intends to issue and sell general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an amount not to exceed Eleven Million Dollars (\$11,000,000) in one or more series for the purpose of paying all or part of the cost of capital improvement items in the City including but not limited to making major and/or local street improvements, including related water, sewer and storm water infrastructure improvements; construction and installation of sanitary sewer lateral replacements and sewer pipe; and improvements to playgrounds; together with all appurtenances and attachments thereto (collectively, the “Projects”); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34, Public Acts of Michigan, 2001, as amended; and

WHEREAS, in order to be reimbursed from proceeds of the bonds, the City must state its intention to do so in advance.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in ***The Mining Journal***, a newspaper of general circulation in the City.

2. Said notice of intent shall be published as a one-quarter (¼) page display advertisement in substantially the following form:

NOTICE TO ELECTORS
OF THE CITY OF MARQUETTE
OF INTENT TO ISSUE BONDS SECURED BY THE TAXING
POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Commission of the City of Marquette, Michigan, intends to issue and sell general obligation capital improvement bonds, pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an amount not to exceed Eleven Million Dollars (\$11,000,000) in one or more series for the purpose of paying all or part of the cost of capital improvement items in the City including but not limited to making major and/or local street improvements, including related water, sewer and storm water infrastructure improvements; construction and installation of sanitary sewer lateral replacements and sewer pipe; and improvements to playgrounds; together with all appurtenances and attachments thereto.

Said bonds will be issued in one or more series and each series shall mature in annual installments not to exceed fifteen (15) in number, with interest rates to be determined at public or negotiated sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL AND INTEREST OF THE BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter limitations. The City expects to pay principal of and interest on the bonds from various sources including its general fund, its major and local street funds and water and wastewater utility funds.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Kyle Whitney
Clerk, City of Marquette

3. The City Commission does hereby determine that the foregoing form of notice of intent to issue bonds and the manner of publication directed is the method best calculated to give notice to the City taxpayers and electors of this Commission's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the City reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring the Projects which were paid or will be paid subsequent to sixty (60) days prior to the date hereof from the general fund, major and local street funds, water and wastewater utility funds, and storm water utility fund of the City.
- (c) The maximum principal amount of debt expected to be issued for the Projects, including issuance costs, is \$11,000,000.

5. The City hereby retains Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel in connection with the proposed bond issue.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

AYES: Commissioners: _____

NAYS: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on April 26, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

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CITY OF MARQUETTE
Capital Improvement Plan
FY 2021

PROPOSED PROJECTS TO BOND

Project Applications	Project Cost	Major Street	Local Street	Sewer	Water	Stormwater	Sidewalk	Tourist Park	Grant	Other	Comment
100 Block West Washington Streetscape	\$554,000	\$216,000		\$5,000	\$8,000	\$83,000	\$8,000			\$234,000	DDA Contribution
Pine Street Reconstruction (Prospect to Hewitt)	\$332,711	\$33,619		\$79,990	\$114,768	\$98,538	\$5,796				
SIMP and Sanitary Sewer Lateral Replacements	\$1,325,000	\$100,000	\$660,000	\$465,000	\$20,000	\$80,000					
Front Street Reconstruction (Magnetic to Fair)	\$1,037,720	\$146,316		\$278,001	\$377,046	\$218,349	\$18,008				
Hewitt Avenue Reconstruction (Pine to Spruce)	\$673,055	\$101,296		\$190,211	\$225,102	\$146,316	\$10,130				
College Avenue Reconstruction (Presque Isle to Front)	\$907,161	\$111,425		\$218,349	\$291,507	\$193,588	\$92,292				
Shiras Drive Street Upgrade (U.S. 41 to Radisson)	\$501,978		\$91,166	\$21,385	\$203,718	\$185,709					
Newberry Street Upgrade (Division to East End)	\$246,487		\$42,769	\$50,648	\$96,794	\$37,142	\$19,134				
Lakeshore Blvd-Phase 2 (match for grant)	\$4,726,689	\$1,370,669				\$3,356,020					
Tourist Park North Access Road (use TP funds?)	\$275,000							\$137,500	\$137,500		MDNR Grant
Totals	\$10,579,801	\$2,079,325	\$793,935	\$1,308,584	\$1,336,935	\$4,398,662	\$153,360	\$137,500	\$137,500	\$234,000	

Potential Bond Total \$10,208,301