

City of Marquette, MI



Meeting Agenda City Commission

**Monday, May 8, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Michigan History Day Finalist Recognition- Rena Sager and Amber Tschirgi
2. Marquette Area Sister Cities Partnership, by Tristan Luoma
3. **Consent Agenda - Roll Call Vote**
 - 3.a. Approve the minutes of the April 24, 2023 regular Commission meeting
 - 3.b. Approve the total bills payable in the amount of \$369,378.10 which excludes \$1,272.28 in City Commission travel reimbursement,
 - 3.c. 2023 Fireworks Display Permit
 - 3.d. Former Marquette Mall Site - Utility Easements Approval
 - 3.e. Presque Isle Marina - Establish 55-Foot Slip Rate
 - 3.f. Proclamation - Innovation Week
 - 3.g. Proclamation - Workers Memorial Day
 - 3.h. Ordinance #722 - Solids Handling Project Revenue Bonds
 - 3.i. Resolution - Protecting MI Pension Grant Program
 - 3.j. Schedule Public Hearing - Rezoning of 1501 Division St.
 - 3.k. Schedule Public Hearing - Single Lot Special Assessment Roll #590
 - 3.l. Stage Purchase
 - 3.m. Wastewater Solids Handling Construction Contract

New Business

4. Mayor Pro-tem Davis and Commissioner Hanley Travel Reimbursement
5. Proclamation - National Public Works Week

6. Resolution of Intent to Sell City Property - 601 S. Lakeshore Boulevard - 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

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: 5/8/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the April 24, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ April 24 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, April 24, 2023

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Davis

Commissioner Jenna Smith moved to excuse Mayor Pro Tem Sally Davis from tonight's meeting due to personal reasons, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Approval of the Agenda

Commissioner Jerney Ottaway moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Mayer had no announcements.

Boards and Committees

1. Appointment(s)

Kristine Shannon, Marquette Housing Commission, for an unexpired term ending 07-09-27

Andrew Tripp, Parks and Recreation Advisory Board, for an unexpired ending 01-29-26

Commissioner Jessica Hanley moved to Approve the appointments as listed, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

2. Reappointment(s)

Judy Berglund, Elections Board, for a term ending 04-11-27

Steven Schmunk, Peter White Public Library Board of Trustees, for a term ending 05-01-28

Commissioner Jessica Hanley moved to Approve the re-appointments as listed, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

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

Susan Estler read a letter from David Kronberg regarding the Fresh Coast Light Lab agreement on tonight's agenda.

Margaret Brumm praised the City fire department, especially the first responders that assisted during a recent gas leak in her neighborhood. She also thanked Commissioner Ottaway for speaking to a class that she is teaching at NMU.

Attorney Jacob Leys spoke on behalf of Jon Christianson about the possible impacts of the Land Development Code amendments being considered tonight.

Public Hearing(s)

3. Ordinance 720 - Land Development Code Amendments - Roll Call Vote

With no one looking to comment on this item, Mayor Mayer closed the public hearing.

Commissioner Fred Stonehouse moved to Approve Ordinance 720 as presented by the Planning Commission, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

4. Consent Agenda

Commissioner Jerney Ottaway moved to Approve the Consent Agenda as presented, seconded by Commissioner Jessica Hanley and Carried Unanimously.

- 4.a.** Approve the minutes of the April 10, 2023 regular Commission meeting
- 4.b.** Approve the minutes of the April 12, 2023 Joint Work Session
- 4.c.** Approve the total bills payable in the amount of \$834,090.93
- 4.d.** Biosolids Hauling Contract
- 4.e.** CDBG Certified Grant Administrator
- 4.f.** CDBG Development Agreement
- 4.g.** Carden Circus - Special Event Permit
- 4.h.** Commission Policy: Standards for City-appointed Boards, Committees and Authorities
- 4.i.** Fire Department SCBA Replacement
- 4.j.** Founders Landing Pile Reuse Design and Construction Oversight Change Order
- 4.k.** Fresh Coast Light Lab Use Agreement
- 4.l.** Street Improvements, Paving and Sanitary Sewer Line Replacements Project

New Business

5. Vault Development Agreement

Assistant City Manager Sean Hobbins offered a presentation about the planned project, which has been in the works for several years and which has received significant support from state sources. He shared schedules and site plan updates, as well as updated data related to the proposed public parking deck, including revenue and expense estimates.

Commissioner Jessica Hanley then moved to Approve the Public Parking Facility Development Agreement with Marquette Vault, LLC as presented, and authorize the execution of the document, seconded by Commissioner Jerney Ottaway.

Commissioners thanked staff for the presentation and the work done to this point and said this project has been in the works for a long time.

Commissioners Smith and Stonehouse asked about impacts on pedestrian and vehicular traffic during the project, as well as about the overall timeline. Architect Barry Polzin shared additional information and said there will be a passable pedestrian option available throughout the project, whether that is the bike path, or the opposite side of Washington or Main.

The Commission then voted on the motion, which carried unanimously.

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

No public comment.

Comments from the Commission

Commissioner Larson talked about how transformative the Vault project will be for that portion of town and praised the recent pedestrian corridor cleanup.

Commissioner Ottaway said he is looking forward to seeing how the operating agreement related to the Vault project will be structured, and he thanked Margaret Brumm for inviting him to speak in her class.

Commissioner Smith reminded the public that there is an election coming up next week for a MARESA millage. She asked people to consider the proposal and to vote.

Commissioner Stonehouse said this was a short meeting but that it was huge when it comes to the impact of the projects approved.

Commissioner Hanley agreed with previous sentiments, and said that the City Clerk's birthday is Friday.

Mayor Mayer thanked everyone and praised the Commission-Board policy approved tonight. He's excited it was on the agenda.

Comments from the City Manager

City Manager Karen Kovacs praised staff and said the projects on tonight's agenda are moving the City forward. She thanked Assistant City Manager Sean Hobbins for his work, and reminded residents that brush and leaf pickup is coming up in the next few

weeks.

Adjournment

Mayor Mayer adjourned the meeting at 6:51 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote
2023 Fireworks Display Permit

BACKGROUND:

The Marquette Area Fourth of July Committee has requested a fireworks display permit for their 2023 celebration. This year's event will take place at the Ore Dock in the Lower Harbor. The event is scheduled for Monday, July 3rd with a rain date of Tuesday, July 4th, 2023. The organizer provided the appropriate information and certificate of insurance. The Fire Chief has approved the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve and sign the Fireworks Permit for the Marquette Fourth of July Celebration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2023 Fireworks Permit

David

2023 Application for Fireworks Other Than Consumer or Low Impact

Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural or Wildlife Fireworks

☐ Articles Pyrotechnic

☒ Display Fireworks

☒ Public Display

☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT

Marquette 4th of July Committee

ADDRESS OF APPLICANT

P.O. Box 782, Marquette, MI 49855

AGE OF APPLICANT 18 YEARS OR OLDER

☒ YES ☐ NO

NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER

DAVID COUSIGNANT

ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER

[REDACTED] MARQUETTE MI 49855

IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)

ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)

TELEPHONE NUMBER

[REDACTED]

NAME OF PYROTECHNIC OPERATOR

Great Lakes Fireworks, LLC

ADDRESS OF PYROTECHNIC OPERATOR

3275 W. M-76, PO Box 276
West Branch, MI 48661

AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER

☒ YES ☐ NO

NO. YEARS EXPERIENCE

20+

NO. DISPLAYS

200+

WHERE

Throughout Michigan

NAME OF ASSISTANT

TBD

ADDRESS OF ASSISTANT

TBD

AGE OF ASSISTANT 18 YEARS OR OLDER

☒ YES ☐ NO

NAME OF OTHER ASSISTANT

TBD

ADDRESS OF OTHER ASSISTANT

TBD

AGE OF OTHER ASSISTANT 18 YEARS OR OLDER

☒ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

From the Lower Ore Dock & Off a Barge in the Downtown Harbor.

DATE OF PROPOSED DISPLAY

July 3rd, 2023 (Rain: July 4th, 2023)

TIME OF PROPOSED DISPLAY

Approx. 10:00 PM

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at federally licensed facility until date of display.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)

\$5,000,000

NAME OF BONDING CORPORATION OR INSURANCE COMPANY

BRITTON GALLAGHER

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY

ONE CLEVELAND CENTER, 1375 E 9TH ST, 30TH FLOOR, CLEVELAND OH 44114

NUMBER OF FIREWORKS

Approx. 210

KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)

3" Shells

Approx. 225

4" Shells

Approx. 110

5" Shells

Approx. 70

6" Shells

Approx. 20

Various Barrage Cakes 3" & Smaller

Approx. 125

Mines, Fountains & Candles

SIGNATURE OF APPLICANT

[Signature]

DATE

4.23.2023

2023 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Marquette 4th of July Committee		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO P.O Box 782, Marquette, MI 49855		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 210 3" Shells Approx. 225 4" Shells Approx. 110 5" Shells Approx. 70 6" Shells Approx. 20 Various Barrage Cakes 3" & Smaller Approx. 125 Mines, Fountains & Candles		
EXACT LOCATION OF DISPLAY OR USE From the Lower Ore Dock & Off a Barge in the Downtown Harbor.		
CITY, VILLAGE, TOWNSHIP	DATE	TIME
Marquette	July 3rd, 2023 (Rain: July 4th, 2023)	Approx. 10:00 PM
BOND OF INSURANCE FILED		AMOUNT
Yes		\$5,000,000

Issued by action of the Legislative Body of a ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2023. (Signature and Title of Legislative Body Representative)	
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THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2023

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

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

PRODUCER
Britton-Gallagher and Associates, Inc.
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS: info@brittongallagher.com

INSURED
Great Lakes Fireworks LLC
3275 W M76
P.O. Box 276
West Branch MI 48661

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Axis Surplus Ins Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1523800407

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	SI8GL01969-231	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	SI8CA00273-231	1/21/2023	1/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000798280-02	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: July 3rd, 2023 RAIN DATE: July 4th, 2023 LOCATION: Lower Harbor Ore Dock & A Barge Shot Off Shore, Marquette MI

City of Marquette including its elected and appointed officials, members, boards, employees, volunteers, commissions, and/or other authorities: Marquette Area 4th of July Committee and its elected and appointed officials, members, boards, employees, volunteers, commissions, and/or other authorities: associated Constructors, LLC

CERTIFICATE HOLDER

Marquette 4th of July Committee
P.O Box 782
Marquette MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 20th Day of March, 2023, and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan, (hereinafter referred to as "Great Lakes"), And Marquette 4th of July Committee, (hereinafter referred to as "Customer").

GREAT LAKES agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows:
Display Date(s): July 3rd, 2023
Alternate Date(s): July 4th, 2023
Contract Amount: \$20,000.00; Fifty percent (50%) due upon signing the contract and balance due within 15 days of the display date. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a \$25.00 late charge and a 7% per annum late fee on balances not paid in full by the display date.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customer with liability insurance in the amount of \$5,000,000 and other coverages as identified in the COI attached. All Individual/Entities listed on the certificate will be deemed an additional insured per this contract.

CUSTOMER agrees:

4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection; to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
6. Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes

The PARTIES mutually agree:

8. Should inclement weather prevent firing of said display on the "Display Date(s)," then it will be understood the program is postponed and will be fired on the "Alternate Date(s)," and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)," then it will be understood the program is canceled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs.
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

Amendments: _____

For: GREAT LAKES FIREWORKS, LLC For:

Signature: Bruce Tyree

Name: Bruce Tyree, Member

For: Marquette 4th of July Committee

Signature: David Tolosig

Name: DAVID TOLOSIG NAUT

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

4-MI-129-27-3L-01174

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2023

Name

GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit

27-DEALER OF EXPLOSIVES

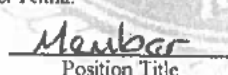
Purchasing Certification Statement

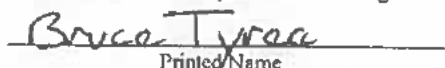
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

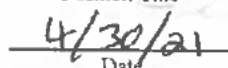
Mailing Address (Changes? Notify the FELC of any changes.)

GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48661-


Licensee/Permittee Responsible Person Signature


Position Title


Printed Name


Date

Previous Edition is Obsolete

GREAT LAKES FIREWORKS LLC 3275 W M-76 48661 4-MI-129-27-3L-01174 November 1, 2023 27-DEALER OF EXPLOSIVES

ATF Form 5400.14 5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4491
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: GREAT LAKES FIREWORKS LLC

Business Name:

License Permit Number: 4-MI-129-27-3L-01174

License/Permit Type: 27-DEALER OF EXPLOSIVES

Expiration: November 1, 2023

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

4-MI-129-51-3L-01173

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2023

Name

GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

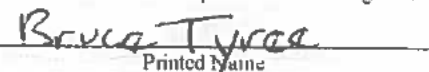
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

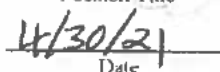
Mailing Address (Changes? Notify the FELC of any changes.)

GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48661-


Licensee/Permittee Responsible Person Signature


Position Title


Printed Name


Date

Previous Edition is Obsolete

GREAT LAKES FIREWORKS LLC 3275 W M-76 48661-48661 (4-MI-129-51-3L-01173) November 1, 2023 51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14-2-100.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License Permit Name: GREAT LAKES FIREWORKS LLC

Business Name:

License Permit Number: 4-MI-129-51-3L-01173

License Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: November 1, 2023

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
United States Coast Guard
Sector Sault Sainte Marie

337 Water Street
Sault Sainte Marie, MI 49783
Staff Symbol: (s)
Phone: (906) 635-3340

16750
February XX, 2023

City of Marquette Fireworks Display
Attn: Mr. Bruce Tyree
3275 w. M-76
P.O. Box 276
West Branch MI 48661

Dear Sir:

I received your Application for Approval of Marine Event, Form CG-4423 in which you requested approval for the City of Marquette Fireworks display in Marquette Harbor, MI beginning at 10:00p.m. and ending at 10:30p.m. on July 4, 2023. I reviewed your application and determined that the proposed event does not require a Coast Guard Marine Event Permit, as outlined in 33 CFR Part 100, in that the event does not introduce any extra or unusual hazards that would jeopardize the safety of human life on the navigable waters or the U.S. **For this reason, a Coast Guard Permit for Marine Event, Form CG-4424, is not required.**

You are reminded that, while no Coast Guard permit is required, you must comply with all existing Federal, State, and local laws and other requirements that may impact your ability to hold your event as proposed. You should take appropriate action to ensure compliance with all such requirements prior to holding your event. Although no Coast Guard permit will be issued at this time, it is your responsibility to contact this office if there are any changes to the event, including the number of participants and/or expected spectators, location, or any other significant changes that may necessitate reconsideration as to whether a permit is required.

I sincerely appreciate your proactive effort in bringing this marine event to my attention. Because of the dynamic nature of the waterway, boating, and maritime activities, the Coast Guard carefully considers the totality of the risks associated with each event on a case-by-case basis when determining whether a permit is needed. Although a Coast Guard Permit for Marine Event, Form CG-4424, is not required for this occasion, you should continue to submit an Application for Approval of Marine Event, Form CG-4423, for this, and any similar events you may sponsor in the future at least 135 days before each new event, or at least 60 days before if there are no changes from the previous year's event.

Furthermore, nothing in this determination is intended to restrict the Coast Guard's ability to take action authorized under the Ports and Waterways Safety Act, the Magnusson Act, or other authorities to ensure the safety of vessels and waterfront facilities, and the protection of the navigable waters and the resources therein. Such actions could include promulgation of Regulated Navigation Areas or Limited Access Areas, broadcasting safety notices or disseminating safety flyers, or other actions taken under the authorities granted the United States Coast Guard.

16750
February XX, 2023

For fireworks displays, the Coast Guard has the authority to supervise and control the transportation, handling, loading, discharging, stowage or storage of all hazardous materials on board vessels. The Coast Guard may also direct that barges, or other vessels unfamiliar to the Coast Guard, be examined prior to being used for fireworks displays.

The decision that your proposed event does not require a Coast Guard permit in no way implies that the event is without risk or deemed completely safe, nor does it imply that the Coast Guard has "approved" the event. As the event sponsor, you are still responsible for the overall safety of the event and obtaining any appropriate permits from other Federal, State, or local authorities. Specifically, event sponsors are responsible for consulting with local health authorities/resources and ensuring their event is in compliance with the most current COVID-19 health guidance as issued by their local, county, state and federal guidelines.

The Coast Guard will inform the maritime community of this event through Broadcast Notice to Mariners. Depending on operational commitments, a Coast Guard or Coast Guard Auxiliary vessel may conduct safety patrols during this event. You are encouraged to contact Coast Guard Station **Marquette** at **(906) 226-3312**.

Please contact my Waterways Management Marine Events staff at (906) 635-3223 or ssmprevention@uscg.mil, should you have any questions.

Best wishes for a safe and successful event.

Sincerely,

A. R. Jones, Captain
Captain of the Port
U.S. Coast Guard

Copy: Coast Guard Station Marquette
DNR, State of Michigan

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote **Former Marquette Mall Site - Utility Easements Approval**

BACKGROUND:

The former Marquette Mall site is in the process of being redeveloped and split up into multiple parcels. As part of this redevelopment process, new water and sewer utilities have been placed. The utility site plan was reviewed and administratively approved as required by the City Land Development Code. These utilities have also been inspected by City Staff to ensure that the materials and placement meet current City and State standards. The Michigan Department of Environment, Great Lakes and Energy (EGLE) and the City of Marquette Code of Ordinances both require that these utilities be owned by the City since they will service separate parcels that are under separate ownership.

The easements have been approved and recorded by the various grantors but have not yet been approved by the grantee (City).

FISCAL EFFECT:

None at this time.

RECOMMENDATION:

Approve the easements recorded in document numbers 2023R-00112 and 2023R-03156, Marquette County records, and adopt the utilities as described in these agreements.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Easement 2023R-00112
- ▣ Easement 2023R-03156

2/2/23
SWH
GIS
SCANNED



DocId:8104147
Tx:4066901
1/4/2023 2:30:00 PM

2023R-00112

AIDAN K MCKINDLES
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
RECEIVED ON
01/04/2023 02:30 PM
RECORDED ON
01/04/2023 04:08 PM
PAGES: 8

GNT ① 8

DEED OF PUBLIC UTILITY EASEMENT
(WATER AND STORM SEWER AND SANITARY SEWER UTILITY)
(FORMER MARQUETTE MALL SITE)

This **Deed of Public Utility Easement** ("Deed") is made December 29, 2022, by Dagenais Real Estate, Inc. (servient estate), a Michigan corporation, whose address is 1505 North Lincoln Road, Escanaba, MI 49829 ("Owner"), and **City of Marquette** (dominant estate), a Michigan municipal corporation whose address is 300 West Baraga Avenue, Marquette, Michigan 48108 ("City").

RECITALS

A. Owner is the sole owner of the following real property located in City of Marquette:

A parcel of land being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as: Commencing at the Northeast corner of Section 21; thence N89°50'07"W, 1578.15 feet along the North line of Section 21; thence S00°09'53"W, 898.95 feet to the Point of Beginning "A"; thence S66°10'11"E, 177.43 feet; thence S63°13'21"E, 182.97 feet; thence N26°46'39"E, 29.96 feet; thence S63°13'21"E, 161.06 feet to the West right of way line of Wilson Street; thence S01°05'02"W, 221.28 feet along the West right of way line of Wilson Street to the North right of way line of Washington Street extended; thence N89°20'11"W, 674.26 feet along the North right of way line of Washington Street extended; thence N25°18'26"E, 457.25 feet to the Point of Beginning "A" and containing 4.4201 acres and subject to restrictions, reservations, rights of way and easements of record.

(the "Property"). Owner has the right to grant the easement(s) and dedicate the improvement(s) as set forth in this Deed.

B. Owner has constructed certain water, storm sewer and sanitary sewer mains and appurtenances for public utility services to be provided by the City to the Property in accordance with plans and specifications approved by the City.

C. Owner wishes to grant to the City easements for construction, maintenance, inspection, repair and replacement of the water, storm sewer and sanitary sewer mains and appurtenances over, across, under and within those portions of the Property as described on the legal description attached as Exhibit

A ("Easement Parcel") and shown on the sketch attached as Exhibit A and to dedicate to the City for public purposes the water, storm sewer and sanitary sewer mains and appurtenances located within the Easement Parcel.

D. The water, storm sewer and sanitary sewer mains and appurtenances will also serve Parcel B, C, D, E, and F, as depicted on the Exhibit A. An additional easement from the owners of Parcel B and D, is required for that portion of the water, storm sewer and sanitary sewer mains and appurtenances that travels over Parcel B and D. Upon the execution of the additional easements, the easements shall be a continuous easement as depicted on the attached Exhibit A.

Accordingly, the Owner grants the following Easement under the terms specified below:

GRANT OF EASEMENT: Owner grants, for NO CONSIDERATION, to the City and its successors and assigns a perpetual easement over, across, under and within the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the water, storm sewer and sanitary sewer mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Property and within the Easement Parcel for purposes of such construction, maintenance, inspection, repair and replacement of such water, storm sewer and sanitary sewer mains and appurtenances ("Easements").

DEDICATION: Owner hereby dedicates to the City for public purposes the water, storm sewer and sanitary sewer mains and appurtenances located within the Easement Parcel as public utilities. The Owner, or its successors, transferees or assigns, shall be solely liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the water, storm sewer and sanitary sewer mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the water, storm sewer and sanitary sewer mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests, invitees, successors or assigns.

MAINTENANCE OF THE EASEMENT PARCEL: Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City. Owner may continue use of the Easement Parcel for purposes that do not interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City's prior written approval.

FURTHER EASEMENTS: Owner shall not grant any further easements within the Easement Parcel nor alter, repair or modify the water, storm sewer or sanitary sewer mains or appurtenances within the Easement Parcel without prior written consent by the City.

INDEMNIFICATION: Owner shall indemnify and hold City harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the water, storm sewer and sanitary sewer mains or appurtenances by Owner or its agents, contractors, consultants, engineers and employees. Provided, however, the Owner shall not be obligated to indemnify and hold the City harmless from any

claims, liabilities or damages that arise solely out of the City's failure to properly maintain, inspect, repair, and replace the water main, storm sewer or sanitary sewer and appurtenances.

ADDITIONAL DOCUMENTS: The Owner agrees to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the City) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Deed. These documents may include as-built drawings, revised easement exhibits, and televising reports for the storm and sanitary sewers.

BINDING EFFECT: The easement and dedication granted pursuant to this Deed shall run with the land and the benefits and burdens of this Deed shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns. The Owner also agrees that the City may modify this Deed to the extent that it does not substantially impair the rights of the Owner or its successors. The Owner, or its successors shall not revoke this Deed, without the prior written approval of the City and Dagenais Real Estate, Inc.

TRANSFER TAX: This DEED OF PUBLIC UTILITY EASEMENT is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and MCL 207.526(a).

Dated this 29th day of December, 2022.

By:
Its:

Paul D Dagenais
Paul Dagenais
President

STATE OF MICHIGAN)
COUNTY OF DELTA)

On the 29th day of December, 2022, before me, a Notary Public, in and for said County, personally appeared Dagenais Real Estate, Inc., by Paul Dagenais, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

Jenni Nummela
Jenni Nummela, Notary Public

State of Michigan, County of Delta

My commission expires: 10-26-2025

Acting in the County of Delta

Drafted by:

Patrick C. Greeley

KENDRICKS, BORDEAU, KEEFE,

SEAVOY & REILLY, P.C.

128 W. Spring Street

Marquette, MI 49855

(906) 226-2543

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN

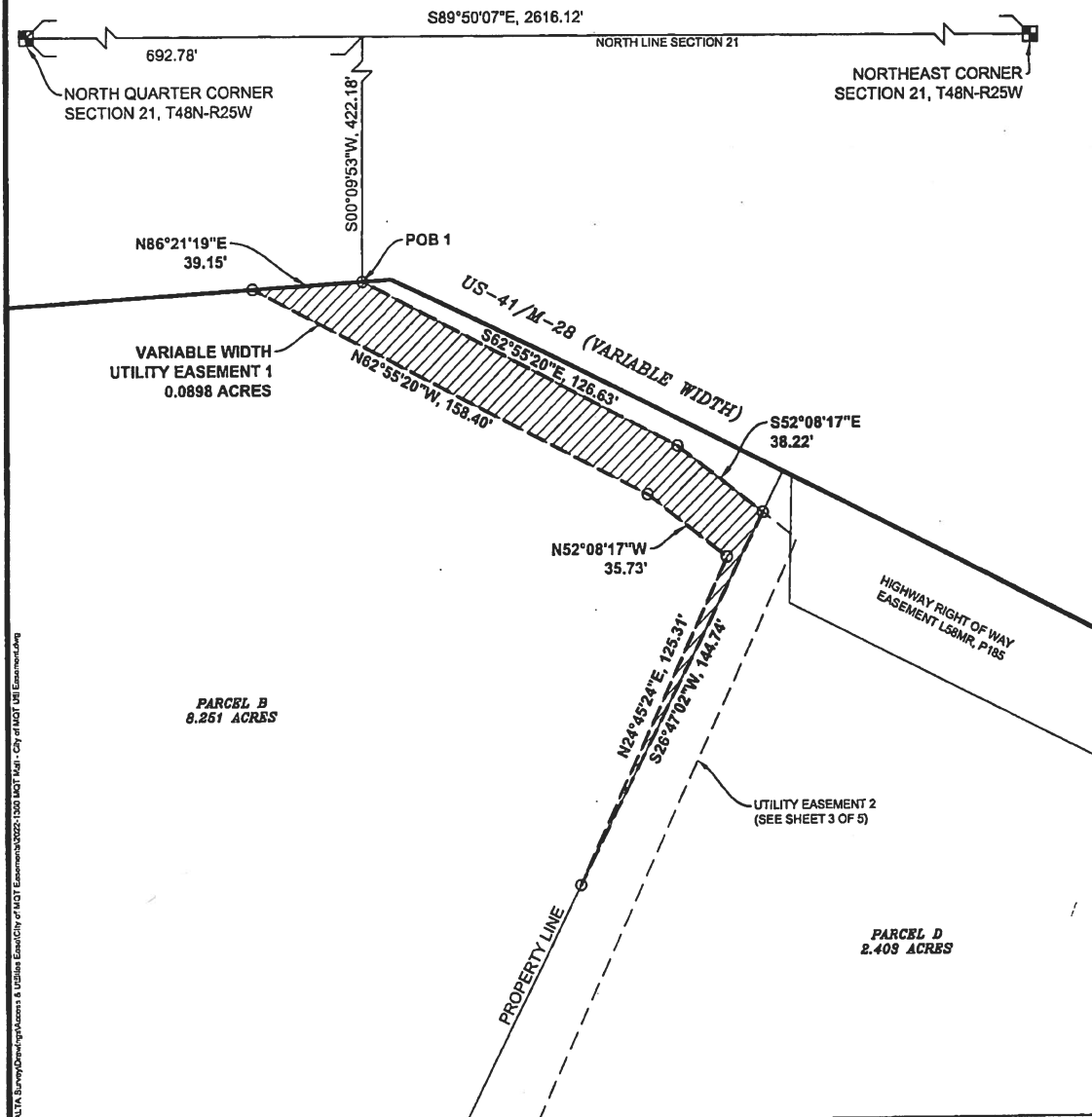


ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

A circular professional seal for a surveyor in the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL SURVEYOR" at the bottom, separated by two stars. The center of the seal contains the name "STACEY JAMES BLUSE" and the license number "License No. 4001050429".

EASEMENT EXHIBIT

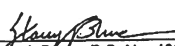
PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE 1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



P:\2022\2022-1360-Dagenais-Map-1-MDT-ALTA-Survey-Drawing\Map-1-MDT-ALTA-Survey-Drawing.dwg

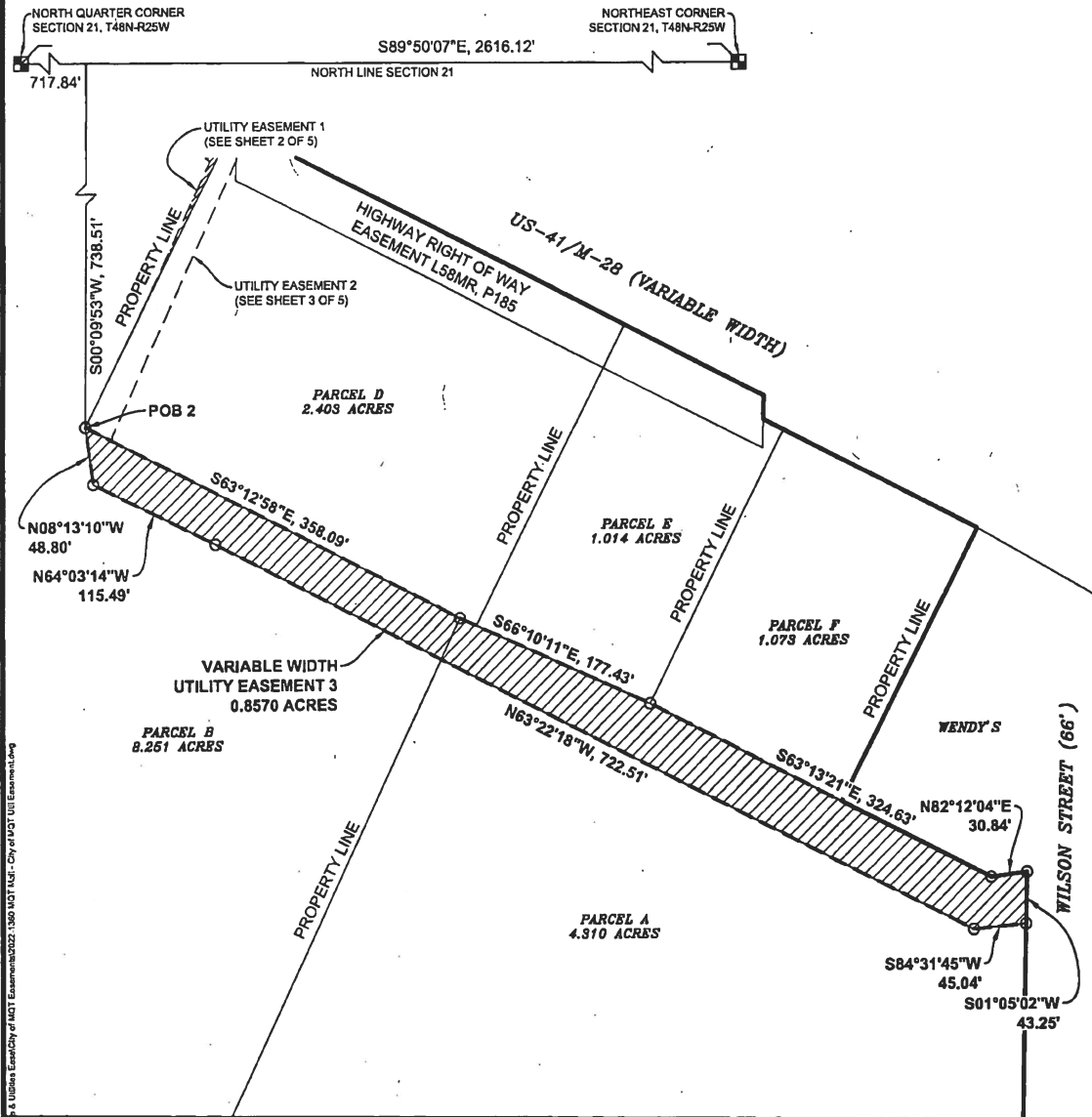

TRIMEDIA
 ENVIRONMENTAL & ENGINEERING
 830 WEST WASHINGTON STREET
 MARQUETTE, MICHIGAN 49855
 (906)228-5125
ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

SCALE: 1"= 50'	CLIENT: DAGENAIS ENTERPRISES
APPROVED BY: SDK	JOB NO.: 2022-1360
DRAWN BY: SJB	DATE: 12/22/2022

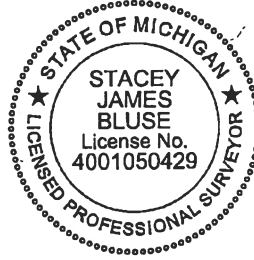
 NORTH	TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC BY:  Stacy J. Bluse, P.S. No. 4001050429 DATE: 12/22/2022
BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111) SEC. TWP. RANGE 21 48N 25W MUNICIPALITY: CITY OF MARQUETTE	
ENCROACHMENTS: NONE	
SHEET 2 OF 5	

EASEMENT EXHIBIT

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE 1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



P:\00702022\1360 Dagenais - MGT ALTA Survey\Drawings\Map\Map 6 & Utility Easement\City of MGT Easement\2022_1360 MGT MGT - City of MGT UTI Easement.dwg

 NORTH	TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC BY: <u>Stacey J. Bluse</u> Stacey J. Bluse, P.S. No. 4001050429 DATE: <u>12/22/2022</u>
	

 830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 (906)228-5125 ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN	
SCALE: 1"= 120' APPROVED BY: SDK DRAWN BY: SJB	CLIENT: DAGENAIS ENTERPRISES JOB NO.: 2022-1360 DATE: 12/22/2022

EASEMENT EXHIBIT

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN

LEGAL DESCRIPTION - UTILITY EASEMENT #1

A variable width utility easement across part of Parcel B, being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North Quarter corner of Section 21; thence S89°50'07"E, 692.78 feet along the North line of Section 21; thence S00°09'53"W, 422.18 feet to the North right of way line of Highway US-41, the North line of Parcel B and the Point of Beginning 1; thence S62°55'20"E, 126.63 feet; thence S52°08'17"E, 38.22 feet to the East line of Parcel B; thence S26°47'02"W, 144.74 feet along the East line of Parcel B; thence N24°45'24"E, 125.31 feet; thence N52°08'17"W, 35.73 feet; thence N62°55'20"W, 158.40 feet to the North right of way line of Highway US-41 and the North line of Parcel B; thence N86°21'19"E, 39.15 feet along the North right of way line of Highway US-41 and the North line of Parcel B to the Point of Beginning 1 and containing 0.0898 acres and subject to restrictions, reservations, rights of way and easements of record.

LEGAL DESCRIPTION - UTILITY EASEMENT #2

A variable width utility easement across part of Parcel D, being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North Quarter corner of Section 21; thence S89°50'07"E, 717.84 feet along the North line of Section 21; thence S00°09'53"W, 738.51 feet to the Southwest corner of Parcel D and the Point of Beginning 2; thence N26°47'02"E, 263.58 feet along the West line of Parcel D; thence S52°08'17"E, 15.28 feet; thence S24°45'24"W, 257.21 feet; thence S02°21'39"E, 4.12 feet to the South line of Parcel D; thence N63°12'58"W, 26.10 feet along the South line of Parcel D to the Point of Beginning 2 and containing 0.1179 acres and subject to restrictions, reservations, rights of way and easements of record.

LEGAL DESCRIPTION - UTILITY EASEMENT #3

A variable width utility easement across part of Parcels A and B, being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North Quarter corner of Section 21; thence S89°50'07"E, 717.84 feet along the North line of Section 21; thence S00°09'53"W, 738.51 feet to the North line of Parcel B and the Point of Beginning 2; thence S63°12'58"E, 358.09 feet along the North line of Parcel B to the Northwest corner of Parcel A; thence S66°10'11"E, 177.43 feet along the North line of Parcel A; thence S63°13'21"E, 324.63 feet along the North line of Parcel A; thence N82°12'04"E, 30.84 feet along the North line of Parcel A to the West right of way line of Wilson Street and the East line of Parcel A; thence S01°05'02"W, 43.25 feet along the West right of way line of Wilson Street and the East line of Parcel A; thence S84°31'45"W, 45.04 feet; thence N63°22'18"W, 722.51 feet; thence N64°03'14"W, 115.49 feet; thence N08°13'10"W, 48.80 feet to the Point of Beginning 2 and containing 0.8570 acres and subject to restrictions, reservations, rights of way and easements of record.

P00220202: 1360 Dagenais - MDT ALTA Survey/Engineering/Access & Utility Easement/MDT Easement/2022-1360 MDT Mdt - City of MDT US Easement/Map

 TRIMEDIA ENVIRONMENTAL & ENGINEERING 830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 (906)228-5125 ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN		 NORTH	TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC
			BY:  Stacey J. Bluse, P.S. No. 4001050429 DATE: 12/22/2022
 TRIMEDIA ENVIRONMENTAL & ENGINEERING 830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 (906)228-5125 ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN		BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111)	
		SEC. TWP. RANGE 21 48N 25W MUNICIPALITY: CITY OF MARQUETTE	
SCALE: NA	CLIENT: DAGENAIS ENTERPRISES	ENCROACHMENTS: NONE	SHEET 5 OF 5
APPROVED BY: SDK	JOB NO.: 2022-1360		
DATE: 12/22/2022			



DocId:8107539

Tx:4069564

4/12/2023 11:15:00 AM

2023R-03156**AIDAN K MCKINDLES****REGISTER OF DEEDS****MARQUETTE COUNTY, MI****RECEIVED ON****04/12/2023 11:15 AM****RECORDED ON****04/12/2023 04:40 PM****PAGES: 10**

10
K89m

DEED OF PUBLIC UTILITY EASEMENT
(WATER AND STORM SEWER AND SANITARY SEWER UTILITY)
(FORMER MARQUETTE MALL SITE)

This **Deed of Public Utility Easement** ("Deed") is made March 31, 2023, by **Dagenais Real Estate, Inc.** (servient estate), a Michigan banking corporation, whose address is 1505 North Lincoln Road, Escanaba, MI 49829 ("Dagenais"), **First Bank, Upper Michigan** (servient estate), a Michigan corporation, whose address is 1400 Delta Avenue, Gladstone, MI 49837 ("First Bank"), and **City of Marquette** (dominant estate), a Michigan municipal corporation whose address is 300 West Baraga Avenue, Marquette, Michigan 48108 ("City").

RECITALS

A. Dagenais is the sole owner of the following real property located in City of Marquette:

A parcel of land being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as: Commencing at the Northeast corner of Section 21 ; thence N89°50'07"W, 1578.15 feet along the North line of Section 21 ; thence S00°09'53"W, 898.95 feet to the Point of Beginning "B"; thence S25°18'26"W, 457.25 feet to the North right of way line of Washington Street extended; thence N89°20'11"W, 380.75 feet along the North right of way line; thence N00°32'59"E, 872.49 feet to the South right of way line of Highway US-41 /M-28; thence N86°21 '19"E, 234. 77 feet along the South right of way line to a curve on the South right of way line; thence 123.99 feet along the South right of way on a curve to the right, having a Delta angle of 02°02'28", a Radius of 3480.82 feet, and a Chord bearing S64°28'18"E, 123.99 feet; thence S63°27'04"E, 31.28 feet along the South right of way line; thence S26°47'02"W, 279.65 feet; thence S63°12'58"E, 358.09 feet to the Point of Beginning "B" and containing 8.2534 acres and subject to restrictions, reservations, rights of way and easements of record.

(the "Dagenais Property"). Dagenais has the right to grant the easement(s) and dedicate the improvement(s) as set forth in this Deed.

B. First Bank is the sole owner of the following real property located in City of Marquette:

A parcel of land being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as: Commencing at the Northeast corner of Section 21; thence N89°50'07"W, 1308.06 feet along the North line of Section 21 to the East 1/16 line of Section 21; thence S01°05'02"W, 656.69 feet along the East 1/16

line of Section 21; thence N88°54'58"W, 119.38 feet to the North right of way line of Highway US-41 and Highway M-28 and the Point of Beginning 1; thence S26°47'02"W, 280.39 feet; thence N66°10'11"W, 15.41 feet; thence N63°12'58"W, 358.09 feet; thence N26°47'02"E, 279.65 feet to the North right of way line of Highway US-41 and Highway M-28; thence S63°27'04"E, 373.48 feet along the North right of way line of Highway US-41 and Highway M-28 to the Point of Beginning 1 and containing 2.4041 acres and subject to restrictions, reservations, rights of way and easements of record, AND subject to 30 feet wide access easements over the East 30 feet and the West 30 feet of the above described parcel, AND subject to a "No Build" Zone as outlined in the lease agreement for the Dollar Tree store.

(the "First Bank Property", together with the Dagenais Property, the "Properties"). First Bank has the right to grant the easement(s) and dedicate the improvement(s) as set forth in this Deed.

C. Dagenais has constructed certain water, storm sewer and sanitary sewer mains and appurtenances for public utility services to be provided by the City to the Properties in accordance with plans and specifications approved by the City.

D. Dagenais and First Bank wish to grant to the City easements for construction, maintenance, inspection, repair and replacement of the water, storm sewer and sanitary sewer mains and appurtenances over, across, under and within those portions of the Properties as described on the legal description attached as Exhibit A ("Easement Parcel") and shown on the sketch attached as Exhibit A and to dedicate to the City for public purposes the water, storm sewer and sanitary sewer mains and appurtenances located within the Easement Parcel.

E. The water, storm sewer and sanitary sewer mains and appurtenances will also serve Parcel A, C, E, and F, as depicted on Exhibit A. An additional easement from the owner was previously granted by Dagenais for Parcel A, at the Marquette County Register of Deeds, 2023R-00112, and is required for that portion of the water, storm sewer and sanitary sewer mains and appurtenances that travel over Parcel A (the "Parcel A Easement"). Upon the execution of this easement, the easement shall be a continuous easement as depicted on the attached Exhibit A. **NOTE: The easement contained in the Parcel A Easement and this Deed of Public Utility Easement are different with respect to the Dagenais Parcel (Parcel B). This Deed of Public Utility Easement reflects the as-built location of the water main. More specifically, an additional easement was required over the northwest portion of the Dagenais Parcel (Parcel B). The easement description as to Parcel A is the same in the Parcel A Easement and this Deed of Public Utility Easement.**

Accordingly, Dagenais and First Bank grant the following Easement under the terms specified below:

GRANT OF EASEMENT: Dagenais and First Bank grant, for NO CONSIDERATION, to the City and its successors and assigns a perpetual easement over, across, under and within the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the water, storm sewer and sanitary sewer mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Property and within the Easement Parcel for purposes of such construction, maintenance, inspection, repair and replacement of such water, storm sewer and sanitary sewer mains and appurtenances ("Easement").

DEDICATION: Dagenais and First Bank hereby dedicate to the City for public purposes the water, storm sewer and sanitary sewer mains and appurtenances located within the Easement Parcel as public utilities. Dagenais, or its successors, transferees or assigns, shall be solely liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the water, storm sewer and sanitary sewer mains and appurtenances, including construction not in accordance with the approved plans and specifications. Dagenais and First Bank or their successors, transferees or assigns, shall be solely liable and responsible for any and all costs, expenses, repair or replacement arising from improper use of the water, storm sewer and sanitary sewer mains and appurtenances or the Easement Parcel by Dagenais and First Bank or their agents, contractors, employees, guests, invitees, successors or assigns, respectively.

MAINTENANCE OF THE EASEMENT PARCEL: Neither Dagenais and First Bank nor their successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City. Dagenais and First Bank may continue use of the Easement Parcel for purposes that do not interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by Dagenais and/or First Bank upon the Easement Parcel shall require the City's prior written approval.

FURTHER EASEMENTS: Dagenais and First Bank shall not grant any further easements within the Easement Parcel nor alter, repair or modify the water, storm sewer or sanitary sewer mains or appurtenances within the Easement Parcel without prior written consent by the City.

INDEMNIFICATION: Dagenais or its successors, transferees, or assigns shall indemnify and hold City harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the water, storm sewer and sanitary sewer mains or appurtenances by Dagenais or its agents, contractors, consultants, engineers and employees. Provided, however, the Dagenais shall not be obligated to indemnify and hold the City harmless from any claims, liabilities or damages that arise solely out of the City's failure to properly maintain, inspect, repair, and replace the water main, storm sewer or sanitary sewer and appurtenances.

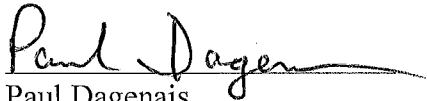
ADDITIONAL DOCUMENTS: Dagenais and First Bank and their successors, transferees, or assigns agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the City) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Deed. These documents may include as-built drawings, revised easement exhibits, and televising reports for the storm and sanitary sewers.

BINDING EFFECT: The easement and dedication granted pursuant to this Deed shall run with the land and the benefits and burdens of this Deed shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns. Dagenais and First Bank or their successors, transferees, or assigns also agree that the City may modify this Deed to the extent that it does not substantially impair the rights of Dagenais and First Bank or their successors, transferees, or assigns. Dagenais and First Bank or their successors, transferees, or assigns, shall not revoke this Deed, without the prior written approval of the City and Dagenais Real Estate, Inc.

TRANSFER TAX: This DEED OF PUBLIC UTILITY EASEMENT is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and MCL 207.526(a).

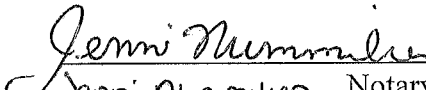
Dated this 31 day of March, 2023.

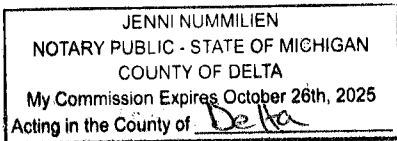
DAGENAIS REAL ESTATE, INC.


By: Paul Dagenais
Its: President

STATE OF MICHIGAN)
COUNTY OF DELTA)

On the 31 day of March, 2023, before me, a Notary Public, in and for said County, personally appeared Dagenais Real Estate, Inc., by Paul Dagenais, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.


Jenni Nummilien, Notary Public
State of Michigan, County of Delta
My commission expires: October 26th 2025
Acting in the County of Delta

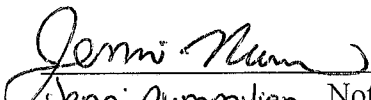


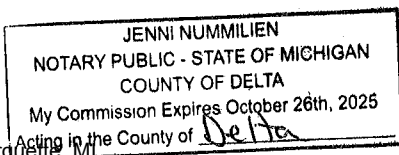
FIRST BANK, UPPER MICHIGAN


By: Todd D. Maki
Its: President/CEO

STATE OF MICHIGAN)
COUNTY OF DELTA)

On the 31 day of March, 2023, before me, a Notary Public, in and for said County, personally appeared First Bank, Upper Michigan, by Todd D. Maki, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.


Jenni Nummilien, Notary Public
State of Michigan, County of Delta
My commission expires: October 26th 2025
Acting in the County of Delta



Drafted by:

Patrick C. Greeley
KENDRICKS BORDEAU, P.C.
128 W. Spring Street
Marquette, MI 49855
(906) 226-2543

EASEMENT EXHIBIT A

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN

LEGAL DESCRIPTION - UTILITY EASEMENT #1 - (affects Parcel B)

A variable width utility easement across part of Parcel B, being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North Quarter corner of Section 21; thence S89°50'07"E, 692.78 feet along the North line of Section 21; thence S00°09'53"W, 422.18 feet to the North right of way line of Highway US-41, the North line of Parcel B and the **Point of Beginning 1**; thence S62°55'20"E, 126.63 feet; thence S52°08'17"E, 38.22 feet to the East line of Parcel B; thence S26°47'02"W, 144.74 feet along the East line of Parcel B; thence N24°45'24"E, 125.31 feet; thence N52°08'17"W, 35.73 feet; thence N62°55'20"W, 154.79 feet; thence S83°28'07"W, 40.81 feet; thence N68°05'17"W, 9.04 feet to the North right of way line of Highway US-41 and the North line of Parcel B; thence N86°21'19"E, 84.97 feet along the North right of way line of Highway US-41 and the North line of Parcel B to the **Point of Beginning 1** and containing 0.0928 acres and subject to restrictions, reservations, rights of way and easements of record.

LEGAL DESCRIPTION - UTILITY EASEMENT #2 - (affects Parcel D)

A variable width utility easement across part of Parcel D, being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North Quarter corner of Section 21; thence S89°50'07"E, 717.84 feet along the North line of Section 21; thence S00°09'53"W, 738.51 feet to the Southwest corner of Parcel D and the **Point of Beginning 2**; thence N26°47'02"E, 263.58 feet along the West line of Parcel D; thence S52°08'17"E, 15.28 feet; thence S24°45'24"W, 257.21 feet; thence S02°21'39"E, 4.12 feet to the South line of Parcel D; thence N63°12'58"W, 26.10 feet along the South line of Parcel D to the **Point of Beginning 2** and containing 0.1179 acres and subject to restrictions, reservations, rights of way and easements of record.

LEGAL DESCRIPTION - UTILITY EASEMENT #3 - (affects Parcels A and B)

A variable width utility easement across part of Parcels A and B, being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 21, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North Quarter corner of Section 21; thence S89°50'07"E, 717.84 feet along the North line of Section 21; thence S00°09'53"W, 738.51 feet to the North line of Parcel B and the **Point of Beginning 2**; thence S63°12'58"E, 358.09 feet along the North line of Parcel B to the Northwest corner of Parcel A; thence S66°10'11"E, 177.43 feet along the North line of Parcel A; thence S63°13'21"E, 324.63 feet along the North line of Parcel A; thence N82°12'04"E, 30.84 feet along the North line of Parcel A to the West right of way line of Wilson Street and the East line of Parcel A; thence S01°05'02"W, 43.25 feet along the West right of way line of Wilson Street and the East line of Parcel A; thence S84°31'45"W, 45.04 feet; thence N63°22'18"W, 722.51 feet; thence N64°03'14"W, 115.49 feet; thence N08°13'10"W, 48.80 feet to the **Point of Beginning 2** and containing 0.8570 acres and subject to restrictions, reservations, rights of way and easements of record.

P:\2022\2022-1360 Dagenais - MGT ALTA Survey\Drawings\Access & Utilities\BlankCity of MGT Easement\2022-1360 MGT Mail - City of MGT Util Easement R2022-02-16.dwg



830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

SCALE: NA	CLIENT: DAGENAIS ENTERPRISES
APPROVED BY: SDK	JOB NO.: 2022-1360
DRAWN BY: SJB	DATE: 02/16/2023

NORTH

BEARING BASIS:
NAD 83 (2011)
MICHIGAN STATE
PLANE NORTH (2111)

SEC. TWP. RANGE
21 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:

NONE

SHEET 5 OF 5

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

BY: Stacey J. Bluse
Stacey J. Bluse, P.S. No. 4001050429

DATE: 02/16/2023

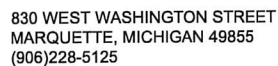


PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



BY: Stacey J. Bluse
Stacey J. Bluse, P.S. No. 4001050429

DATE: 02/16/2023



ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

SCALE: 1"= 200'

APPROVED BY: SDK

DRAWN BY: SJB

CLIENT:DAGENAIS ENTERPRISES

JOB NO.: 2022-1360

DATE: 02/16/2023

BEARING BASIS:
NAD 83 (2011)
MICHIGAN STATE
PLANE NORTH (2111)

SEC. TWP. RANGE
21 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:

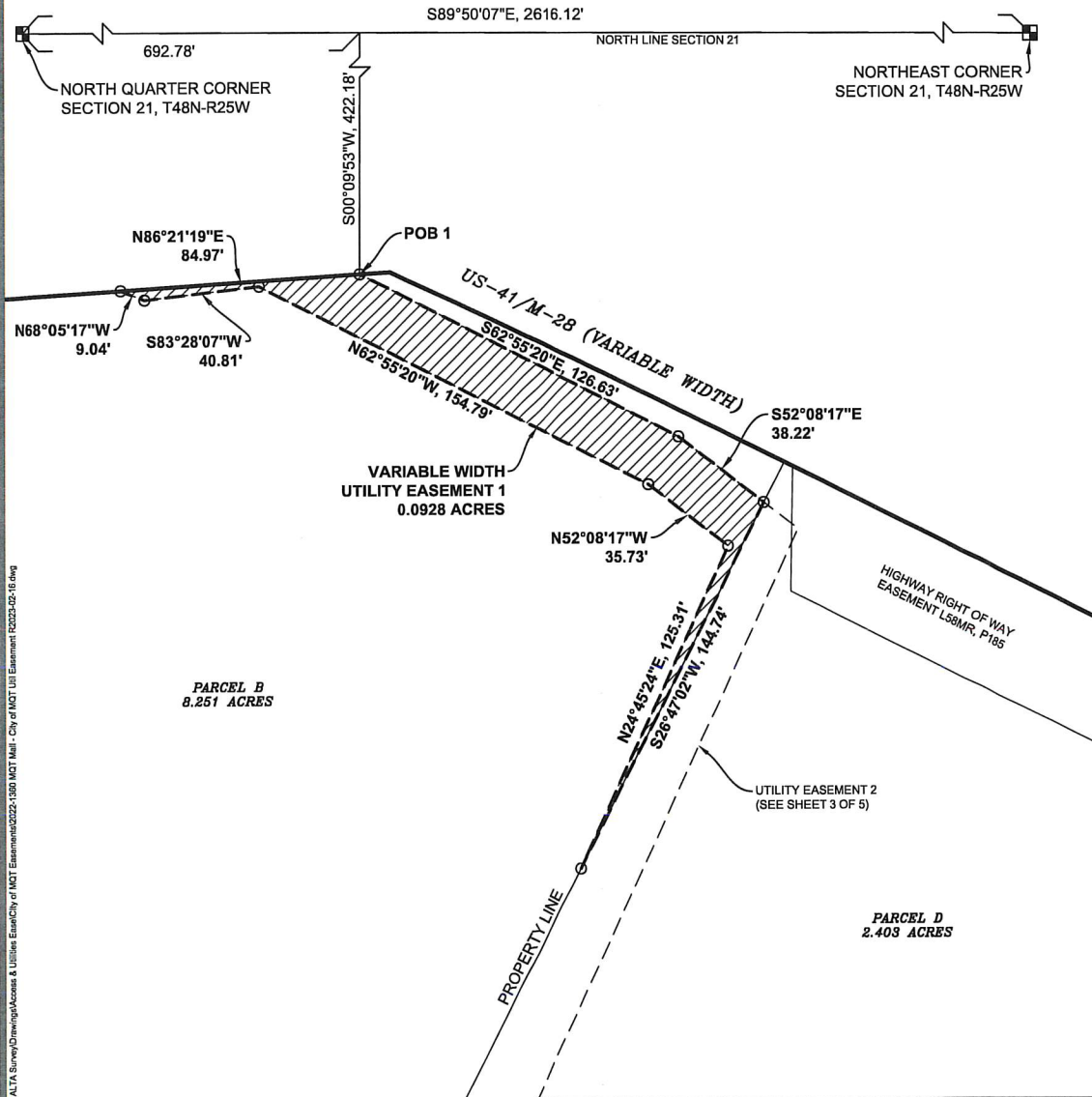
NONE

SHEET 1 OF 5



EASEMENT EXHIBIT B

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



P:\02022022-1360 Dagenais - MGT ALTA Survey\Drawings\Access & Utilities\Easement\2022-1360 MGT Mail - City of MGT Util Easement 12023-02-16.dwg



830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

SCALE: 1"= 50'

APPROVED BY: SDK

DRAWN BY: SJB

CLIENT: DAGENAIS ENTERPRISES

JOB NO.: 2022-1360

DATE: 02/16/2023



BEARING BASIS:
NAD 83 (2011)
MICHIGAN STATE
PLANE NORTH (2111)

SEC. TWP. RANGE
21 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

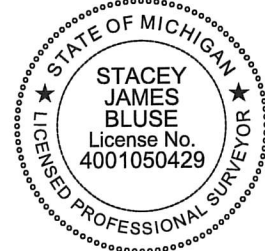
ENCROACHMENTS:
NONE

SHEET 2 OF 5

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

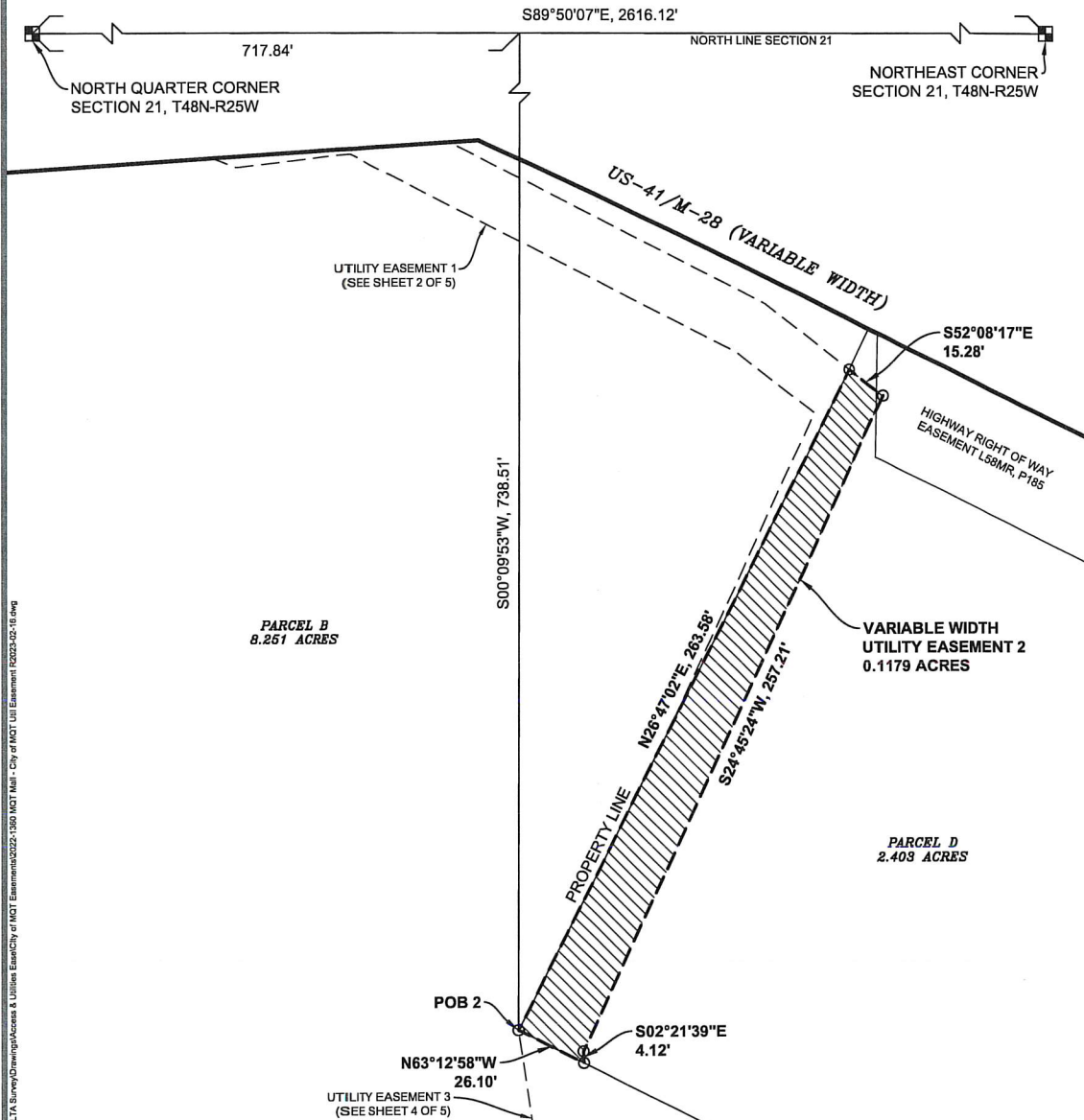
BY: *Stacey J. Bluse*
Stacey J. Bluse, P.S. No. 4001050429

DATE: 02/16/2023



EASEMENT EXHIBIT B

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



P:\2022\2022-1360 Dagenais - MDT ALTA Survey\Drawings\Access & Utilities Easement\2022-1360 MDT Mill - City of MDT Util Easement 1\2023-02-16.dwg



NORTH

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

BY: *Stacey J. Bluse*
Stacey J. Bluse, P.S. No. 4001050429

DATE: 02/16/2023



830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

BEARING BASIS:
NAD 83 (2011)
MICHIGAN STATE
PLANE NORTH (2111)

SEC. TWP. RANGE
21 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:
NONE

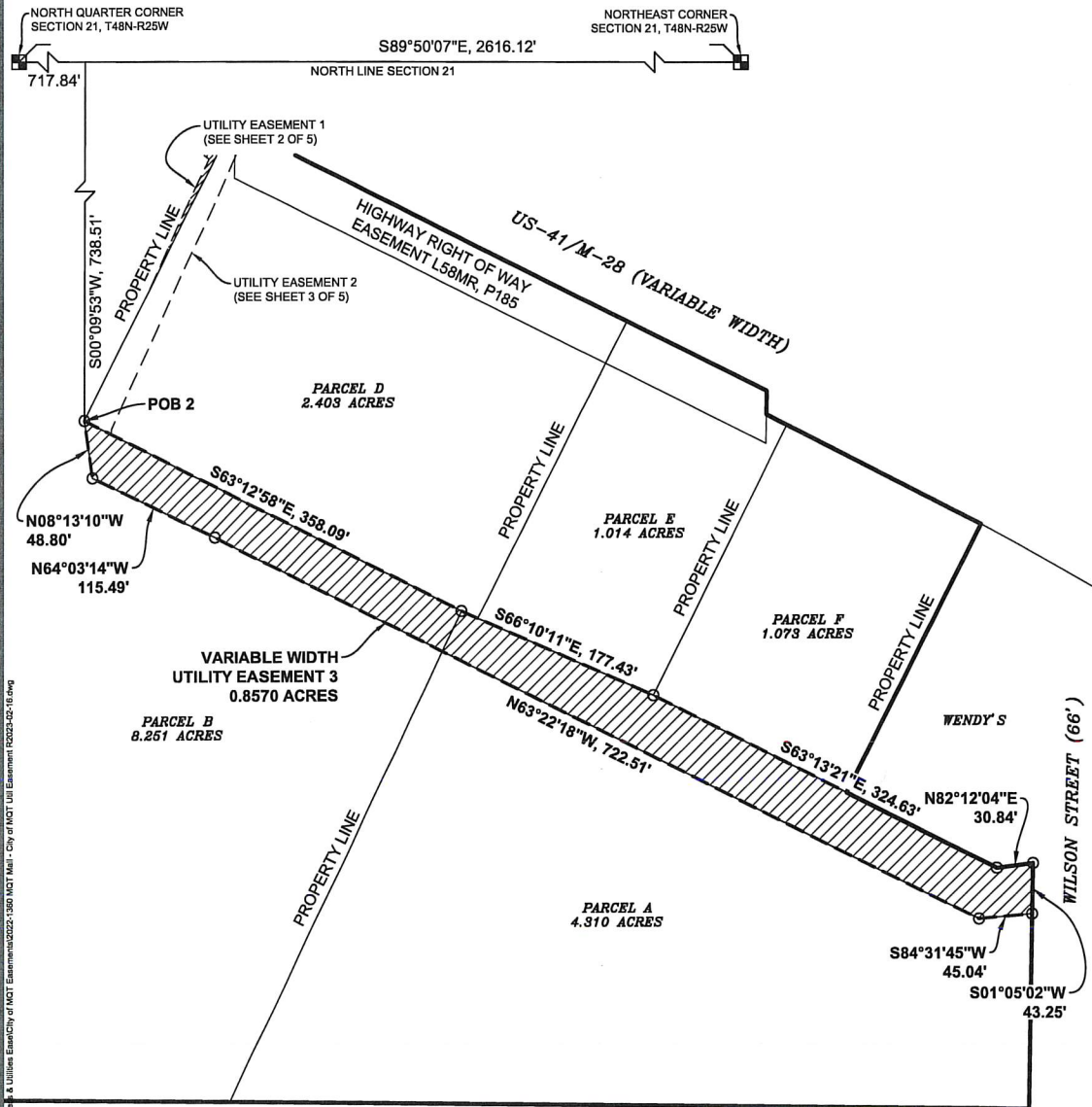
SHEET 3 OF 5



SCALE: 1"= 50'	CLIENT: DAGENAIS ENTERPRISES
APPROVED BY: SDK	JOB NO.: 2022-1360
DRAWN BY: SJB	DATE: 02/16/2023

EASEMENT EXHIBIT B

PART OF PARCELS A, B AND D, BEING PART OF THE N 1/2 OF NE
1/4, SECTION 21, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



P:\2022\2022-1360 Dagenais - MGT ALTA Survey\Drawings\Acad & Utilities Base\City of MGT Easement\2022-1360 MGT Mtl - City of MGT Util Easement E2022-02-16.dwg

 830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 (906)228-5125 ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN		 NORTH	TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC BY: <u>Stacey J. Bluse</u> Stacey J. Bluse, P.S. No. 4001050429 DATE: 02/16/2023	
			BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111) SEC. TWP. RANGE 21 48N 25W MUNICIPALITY: CITY OF MARQUETTE ENCROACHMENTS: NONE SHEET 4 OF 5	
SCALE: 1"= 120' APPROVED BY: SDK DRAWN BY: SJB	CLIENT: DAGENAIS ENTERPRISES JOB NO.: 2022-1360 DATE: 02/16/2023			

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote **Presque Isle Marina - Establish 55-Foot Slip Rate**

BACKGROUND:

The City Commission approves all rates and fees. This year staff had a request for a 55 foot slip at Presque Isle Marina but we have never had a 55 foot slip rate. The layout of the new pier is such that slip C14, as highlighted on the attached map, is actually 55 feet long and we have rented it as a 45 foot slip in the past.

Staff recommends a rate of \$4481.00 for a 55 foot slip. This is within the range of allowable rates as determined by the State of Michigan Waterways Commission. The 45 foot slip rate is \$3,604.00 so the marina would see an additional \$877.00 in revenue annually with no additional operating costs.

FISCAL EFFECT:

Presque Isle Marina would realize an additional \$877.00 in revenue annually.

RECOMMENDATION:

Approve the addition of a 55 foot slip rental fee for Presque Isle Marina and amend the FY 23 fee schedule.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ PIM Map

PRESQUE ISLE MARINA

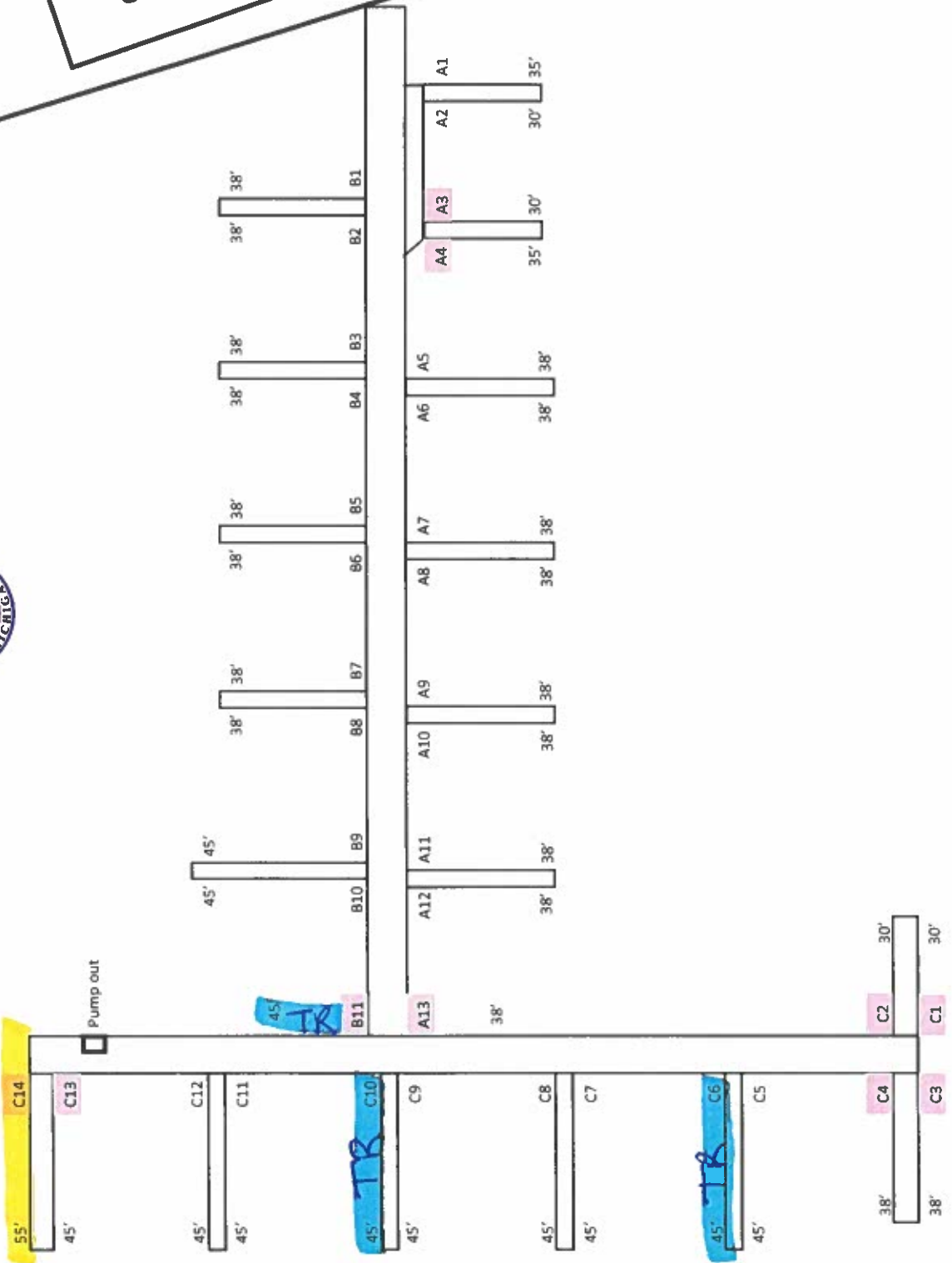


ADA SLIP

TR = Transient



Office





Innovation Week Proclamation

WHEREAS, the City of Marquette's status as a regional hub for healthcare, business, recreation and academics allows for multiple opportunities to encourage and support sustainable economic development; and,

WHEREAS, innovation is the key to progress and growth in all aspects of society, from education, technology, and business to healthcare and the arts; and,

WHEREAS, Innovation Week is a celebration of creativity and ingenuity, aimed at inspiring and empowering individuals and organizations to push the boundaries of what is possible; and,

WHEREAS, Innovation Week provides a platform for innovators, entrepreneurs, and thought leaders to come together, share ideas, and collaborate on new and exciting projects; and,

WHEREAS, Northern Michigan University is hosting a conference with the purpose of bringing together thought leaders, innovators, and creative minds in Michigan's beautiful Upper Peninsula; and,

WHEREAS, the spirit of innovation is vital to the success of our community and the world at large, as we face challenges and opportunities that demand new approaches and solutions; and,

NOW, THEREFORE, the Mayor and City Commission of the City of Marquette, hereby proclaim the week of May 8, 2023 as Innovation Week, and encourage all citizens to participate in this celebration of innovation, explore new ideas and technologies, and embrace the spirit of creativity and collaboration that makes our community great.

DATED this 8th day of May, 2023.

Cody O. Mayer, Mayor



Workers Memorial Day Proclamation

WHEREAS, every year on April 28, communities and worksites around the world honor friends, family members, and colleagues who have been killed or injured on the job; and

WHEREAS, in 2021, The Federal Bureau of Labor Statistics estimated that 5,190 workers were killed by traumatic injuries on the job. On average, nearly 100 workers died every week, at roughly 14 workplace deaths a day; and

WHEREAS, in 2021, 140 workers were lost through fatal workplace accidents in Michigan; and

WHEREAS, it is appropriate to honor the memory of the courageous and dedicated members of Michigan's labor force who have been injured or disabled or have died as a result of workplace accidents; and

WHEREAS, we remember those who have died in workplace catastrophes, suffered occupational-related diseases, or have been injured due to dangerous conditions; and

WHEREAS, recognition of the integrity of Michigan's workforce and its achievements on behalf of the economic growth of our state is necessary; and

WHEREAS, the City of Marquette wishes to pay tribute to the workers who have died or been injured or disabled in workplace accidents. We honor the contributions of Michigan's workforce and call for increased workplace safety; and

WHEREAS, the City of Marquette renews our efforts to seek stronger workplace safety and health protections, better standards and enforcement, fair and just compensation, and by rededicating ourselves to improving safety and health in every city workplace.

NOW THEREFORE, the Mayor and City Commission of the City of Marquette hereby proclaim April 28, 2023 as Workers Memorial Day in the City of Marquette, Michigan, urge all citizens to recognize and honor the contributions of Michigan's workforce and call for increased workplace safety standards.

DATED this 8th day of May, 2023.

Cody O. Mayer, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote

Ordinance #722 - Solids Handling Project Revenue Bonds

BACKGROUND:

The City of Marquette has planned capital improvements for the Marquette Area Wastewater Facility. The City Commission twice approved a “notice of intent” to issue revenue bonds for the wastewater solids handling project. Now that a bid has been approved, an ordinance needs to be adopted in order to issue the necessary bonds.

Due to the required timelines for the Clean Water State Revolving Loan Fund (CWSRF), this ordinance must be approved tonight.

Pursuant to the Revenue Bond Act and in accordance with City Charter Sec. 3-1(a)(4), this Ordinance does not require a public hearing and can be adopted upon a single read, as its immediate approval is necessary for the preservation of the public health of the residents of the City of Marquette.

FISCAL EFFECT:

The total project costs including design, services during construction, legal and bonding are \$14,064,000 with \$6,826,000 borrowed through the Clean Water State Revolving Loan Fund to fund the project. The remaining costs are funded with a \$5,857,500 grant and reserve funds.

RECOMMENDATION:

Adopt Ordinance #722, in accordance with the provisions of City Charter Sec. 3-1(a)(4).

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ordinance CWSRF

CITY OF MARQUETTE

ORDINANCE NO. ____

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OF THE CITY OF MARQUETTE; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF MARQUETTE ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Authority” means the Michigan Finance Authority, successor to the Michigan Municipal Bond Authority.
- (c) “Authorized Officers” means the Mayor, the City Manager, the Chief Financial Officer, the City Clerk and the City Treasurer of the Issuer.
- (d) “Bonds” mean the Series 2023 Bonds, together with any additional bonds heretofore or hereafter issued of equal standing with the Series 2004 Bonds, Series 2007 Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2011A Bonds, Series 2011B Bonds and the Series 2014 Bonds.
- (e) “EGLE” means the Michigan Department of Environment, Great Lakes and Energy.
- (f) “Engineers” means Donohue & Associates, Inc., registered engineers of Grand Rapids, Michigan.
- (g) “Issuer” or “City” means the City of Marquette, County of Marquette, State of Michigan.
- (h) “Junior Lien Bonds” means the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds, the Series 2011B Bonds, the Series 2014 Bonds and the Series 2023 Bonds, together with any additional bonds hereafter issued of equal standing with the Series 2004 Bonds, the

Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds the Series 2011B Bonds, the Series 2014 Bonds and the Series 2023 Bonds.

(i) “Junior Lien Ordinances” means Ordinance Nos. 514, 539, 564, 565, 566, 567, 583. 584 and 617 of the Issuer authorizing the issuance of the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds, the Series 2011B Bonds and the Series 2014 Bonds, and this ordinance.

(j) “Prior Ordinances” means the Series 2003 Ordinance, the Series 2004 Ordinance, the Series 2006 Ordinance, the Series 2007 Ordinance, the Series 2010A Ordinance, the Series 2010B Ordinance, the Series 2011A Ordinance, the Series 2011B Ordinance and the Series 2014 Ordinance.

(k) “Projects” means the acquisition, construction and equipping of improvements to City’s water supply and sewage disposal system including construction of wastewater treatment facility buildings and concrete basins including sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical and instrumentation and control, together with all related appurtenances and attachments thereto.

(l) “Revenues” and “Net Revenues” means the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues”, the earnings derived from the investment of moneys in the various funds and accounts established by this ordinance, and other revenues derived from or pledged to operation of the System.

(m) “Series 2003 Bonds” means the Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2003, dated November 4, 2003.

(n) “Series 2003 Ordinance” means Ordinance No. 499 of the Issuer authorizing the issuance of the Series 2003 Bonds.

(o) “Series 2004 Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2004A (General Obligation Limited Tax), dated March 25, 2004.

(p) “Series 2004 Ordinance” means Ordinance No. 514 of the Issuer authorizing the issuance of the Series 2004 Bonds.

(q) “Series 2006 Bonds” means the Water Supply and Sewage Disposal System Revenue Bonds, Series 2006, dated December 20, 2006.

(r) “Series 2006 Ordinance” means Ordinance No. 538 of the Issuer authorizing the issuance of the Series 2006 Bonds.

(s) “Series 2007 Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2007, dated March 29, 2007.

(t) “Series 2007 Ordinance” means Ordinance No. 539, as amended, of the Issuer authorizing the issuance of the Series 2007 Bonds.

(u) “Series 2010A Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2010A, dated January 22, 2010.

(v) “Series 2010A Ordinance” means Ordinance No. 564, as amended by Ordinance No. 566, of the Issuer authorizing the issuance of the Series 2010A Bonds.

(w) “Series 2010B Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2010B, dated January 22, 2010.

(x) “Series 2010B Ordinance” means Ordinance No. 565, as amended by Ordinance No. 567, of the Issuer authorizing the issuance of the Series 2010B Bonds.

(y) “Series 2011A Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2011A, dated June 24, 2011.

(z) “Series 2011A Ordinance” means Ordinance No. 583 of the Issuer authorizing the issuance of the Series 2011A Bonds.

(aa) “Series 2011B Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2014, dated June 24, 2011.

(bb) “Series 2011B Ordinance” means Ordinance No. 584 of the Issuer authorizing the issuance of the Series 2011B Bonds.

(cc) “Series 2014 Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2014, dated September 17, 2014.

(dd) “Series 2014 Ordinance” means Ordinance No. 617 of the Issuer authorizing the issuance of the Series 2014 Bonds.

(ee) “Series 2023 Bonds” means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2023, dated June 5, 2023.

(ff) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which are fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Series 2023 Bonds and the principal on the Series 2023 Bonds as it comes due whether on the stated installment payment date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Series 2023 Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Series 2023 Bonds for redemption shall be given to the paying agent.

(gg) “Supplemental Agreement” means the supplemental agreement among the Issuer, the Authority and EGLE relating to the Series 2023 Bonds.

(hh) “System” means the Water Supply and Sewage Disposal System of the Issuer, including the Projects and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Projects in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Projects qualify for the Clean Water State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the Issuer are sold to the Authority and bear interest at a fixed rate of one and seven-eighths percent (1.875%) per annum.

Section 3. Costs; Useful Life. The cost of the Projects is estimated to be approximately Thirteen Million One Hundred Eighty Thousand Dollars (\$13,180,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Projects is estimated to be not less than thirty (30) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part or all of the cost of the Projects, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2023 Bonds, the Issuer shall borrow the sum of not to exceed Twelve Million Five Hundred Ten Thousand Dollars (\$12,510,000) and issue the Series 2023 Bonds therefor pursuant to the provisions of Act 94. The remaining cost of the Projects, if any, shall be defrayed from Issuer funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this ordinance, all of the provisions of the Prior Ordinances shall apply to the Series 2023 Bonds issued pursuant to this ordinance, the same as though each of said provisions were repeated in this ordinance in detail; the purpose of this ordinance being to authorize the issuance of additional revenue bonds of equal standing with the Junior Lien Bonds to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of such standings and for such purpose being authorized by the provisions of the Prior Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2023 Bonds; Details. The Series 2023 Bonds of the Issuer, to be designated **WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2023**, are authorized to be issued in the aggregate principal sum of not to exceed Twelve Million Five Hundred Ten Thousand Dollars (\$12,510,000) as finally determined by order of the EGLE for the purpose of paying part of the cost of the Projects, including the costs incidental to the issuance, sale and delivery of the Series 2023 Bonds. The Series 2023 Bonds shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof. The Series 2023 Bonds shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of

sale of the Series 2023 Bonds and approved by the Authority and by an Authorized Officer. Principal installments of the Series 2023 Bonds shall be payable in the amounts shown in Schedule A in Section 14 on October 1 of the years 2025 to 2054, inclusive, or such other payment amounts and payment dates as hereinafter provided. Interest on the Series 2023 Bonds shall be payable on April 1 and October 1 of each year, commencing October 1, 2023 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2023 Bonds and the payment dates and amounts of principal installments of the Series 2023 Bonds shall be specified in and evidenced by execution of a Purchase Contract (the "Purchase Contract") between the Issuer and the Authority providing for sale of the Series 2023 Bonds and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than October 1, 2024 the total number of principal installments shall not exceed thirty (30), and that the total principal amount shall not exceed \$12,510,000.

The Series 2023 Bonds shall bear interest at a rate of one and seven-eighths percent (1.875%) on the par value thereof or such other rate as specified in and evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law; provided, however, that the Series 2023 Bonds may also bear "additional interest" on the terms and conditions set forth in Section 14 of this Ordinance.

Any Authorized Officers as shall be appropriate shall deliver the Series 2023 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2023 Bonds is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

Principal of and interest on the Series 2023 Bonds shall be payable as provided in the form of the Series 2023 Bonds in Section 14 of this Ordinance.

The Series 2023 Bonds shall be subject to optional redemption by the Issuer with the prior approval of the Authority. Final determination of the first optional redemption date shall be evidenced by the execution of the Series 2023 Bonds.

The Series 2023 Bonds shall not be convertible or exchangeable into more than one fully-registered bond.

The City Treasurer shall record on the registration books payment by the Issuer of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the City Treasurer.

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2023 Bonds, the Authority shall deliver the Series 2023 Bonds to the Issuer for cancellation.

Section 6. Execution of Series 2023 Bonds. The Series 2023 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the Issuer or facsimile thereof

impressed thereon. The Series 2023 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. The City Treasurer shall be transfer agent for the Series 2023 Bonds. Any bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the bonds, which shall at all times be open to inspection by the Issuer; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books bonds as hereinbefore provided.

If any bond shall become mutilated, the Issuer, at the expense of the holder of the bond, shall execute, and the transfer agent shall authenticate and deliver, a new bond of like tenor in exchange and substitution for the mutilated bond, upon surrender to the transfer agent of the mutilated bond. If any bond issued under this ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the bond so lost, destroyed or stolen. If any such bond shall have matured or shall be about to mature, instead of issuing a substitute bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Bonds; Security. The Series 2023 Bonds and the interest thereon shall be payable from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be equal in standing and priority of lien to the lien created in connection with the Junior Lien Bonds; and shall be junior in standing and priority of lien to any bonds of superior standing and priority of lien hereafter issued, to continue until payment in full of the principal of and interest on the Series 2023 Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of the Series 2023 Bonds then outstanding, principal and interest, to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, as provided in this paragraph, the statutory lien shall be terminated with respect to the Series 2023 Bonds, the holders of the Series 2023 Bonds shall have no further

rights under this ordinance except for payment from the deposited funds, and the Series 2023 Bonds shall no longer be considered to be outstanding under this ordinance.

Section 9. Maintenance; Fiscal Year. The operation, repair and maintenance of the System and the acquiring of the Projects shall continue to be under the supervision and control of the City Commission. The City Commission may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient maintenance and operation of the System. The City Commission may make such rules and regulations as it deems advisable and necessary to assure the efficient maintenance and operation of the System. The System shall be operated on the basis of an operating year which shall coincide with the City's fiscal year.

Section 10. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Revising Rates; Rate Covenant. The rates now in effect for service by the System and the rate increases to be placed into effect for service by the System are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Series 2023 Bonds, the Junior Lien Bonds and any additional bonds hereafter issued as the same become due and payable, and the maintenance of the reserves, if any, therefor; and to provide for all other obligations, expenditures and funds for the System required by law, the Prior Ordinances and this ordinance. The rates shall be revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to maintain or cause to be maintained rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 12. Funds and Accounts; Flow of Funds. All funds belonging to the System and all Revenues of the System shall continue to be set aside as collected and credited to the Receiving Fund established by the Series 2003 Ordinance (the "Receiving Fund"), except as provided in this ordinance. The Revenues credited to the Receiving Fund are pledged for the purposes of the funds and accounts established by the Series 2003 Ordinance, the Junior Lien Ordinances and this ordinance and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times and in the order of priority specified in the Series 2003 Ordinance, the Junior Lien Ordinances and this ordinance.

Funding Existing Funds and Accounts. Out of the Revenues in the Receiving Fund there shall be transferred and debited the amounts required by the Prior Ordinances to be deposited into the existing Operation and Maintenance Fund, the existing Bond and Interest Redemption Fund (including Bond Reserve Account) and the existing Junior Lien Bond and Interest Redemption Account created pursuant to the Prior Ordinances.

Junior Lien Bond and Interest Redemption Account. In the Prior Ordinances, the Issuer created a separate account designated *Junior Lien Bond and Interest Redemption Account* (the "Junior Lien Redemption Account"). Out of the Revenues remaining in the Receiving Fund after provision for the transfers and debits described in the previous paragraph, there shall be set aside at the time of delivery of the Series 2023 Bonds and the first day of each fiscal quarter

thereafter in the existing Junior Lien Redemption Account an amount equal to that fraction of the amount of interest due on the next interest payment date the numerator of which is one and the denominator of which is the number of full or partial fiscal quarters to the next interest payment date, less any amount in the Junior Lien Redemption Account representing investment income on amounts on deposit in the Junior Lien Redemption Account. Commencing the first day of the fourth fiscal quarter preceding the first principal installment payment date there shall be set aside in the Junior Lien Redemption Account an amount equal to 1/4 of the amount of principal installment next coming due. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding quarterly requirements. The amount to be set aside for the payment of principal and interest on any principal payment shall not exceed the amount which, when added to the money on deposit in the Junior Lien Redemption Account including investment income thereon, is necessary to pay principal and interest due on the Series 2023 Bonds to the next succeeding principal payment date.

Section 13. Bond Proceeds. The proceeds of the sale of the Series 2023 Bonds as received by the Issuer shall be deposited and maintained in a separate account as provided in Section 15 of Act 94 designated 2023 CWSRF PROJECTS CONSTRUCTION ACCOUNT (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Projects and any engineering, legal and other expenses incident thereto and to the financing thereof, and shall be fully expended on costs of the Projects within three years after the date of delivery of the Series 2023 Bonds. Payments for construction, either on account or otherwise, shall not be made unless the registered engineer in charge of such work shall file with the City Commission a signed statement to the effect that the work has been completed in accordance with the plans and specifications therefore, that it was done pursuant to and in accordance with the contract therefor (including properly authorized change orders), that such work is satisfactory and that such work has not been previously paid for.

Any unexpended balance of the proceeds of sale of the Series 2023 Bonds remaining in the Construction Fund after completion of the Projects shall, in the discretion of the City Commission, be used either for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the EGLE or the Michigan Department of Treasury, if such permission is then required by law, or for the purpose of paying principal installments of the Series 2023 Bonds upon maturity or of calling Series 2023 Bonds for redemption.

Section 14. Bond Form. The Series 2023 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this ordinance and, subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE**

CITY OF MARQUETTE

**WATER SUPPLY AND SEWAGE DISPOSAL
SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2023**

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars (\$ __, __)

DATE OF ORIGINAL ISSUE: June 5, 2023

The CITY OF MARQUETTE, County of Marquette, State of Michigan (the “City”), for value received, acknowledges itself to owe and for value received hereby promises to pay, but only out of the hereinafter described Net Revenues of the System (hereinafter defined), to the Michigan Finance Authority (the “Authority”), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid prior thereto as hereinafter provided.

During the time the Principal Amount is being drawn down by the City under this bond, the Authority will periodically provide to the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding Principal Amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$ _____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of one and seven-eighths percent (1.875%) per annum. Interest is first payable on October 1, 2023, and semiannually thereafter on the first day of April and October of each year, as set forth in the Purchase Contract.

Notwithstanding any other provision of this bond, as long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at the designated office of U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the City by the Authority (the “Authority’s Depository”); (b) the City agrees that it will deposit with the Authority’s Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority’s Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the “additional interest”) at a rate equal to the rate of interest which is two percent above the Authority’s cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City’s default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City’s pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority as provided in the ordinance authorizing this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the water supply and sewage disposal system, including all appurtenances, extensions and improvements thereto (the “System”), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the “Net Revenues”), and a statutory lien thereon is hereby recognized and created that is of equal standing and priority with the lien on the Net Revenues created in favor of the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2004A, dated March 25, 2004 (the “2004 Bonds”), the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2007, dated March 29, 2007 (the “2007 Bonds”), the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2010A, dated January 22, 2010 (the “2010A Bonds”), the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2010B, dated January 22, 2010 (the “2010B Bonds”), the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2011A, dated June 24, 2011 (the “2011A Bonds”), the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2011B, dated June 24, 2011 (the “2011B Bonds”) and City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2014, dated September 17, 2014 (the “2014 Bonds”).

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to various ordinances duly adopted by the City Commission of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the aforementioned ordinances.

This bond is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The City has covenanted and agreed, and does hereby covenant and agree, to maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of this bond, the 2004 Bonds, the 2007 Bonds, the Series 2010A Bonds, the 2010B Bonds, the 2011A Bonds, the 2011B Bonds, the 2014 Bonds and any additional bonds hereafter issued as and when the same shall become due and payable, and to maintain a bond redemption account (including a bond reserve account for certain bonds) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the aforementioned ordinances.

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

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Marquette, County of Marquette, State of Michigan, by its City Commission has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or printed hereon, all as of the Date of Original Issue.

CITY OF MARQUETTE

By _____
Mayor

(Seal)

Countersigned:

By _____
City Clerk

DEQ Project No.: 5731-01
 DEQ Approved Amt: \$ _____
 Loan Amount Forgiven:
 Loan Amount to be repaid:

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
October 1, 2025	\$315,000	October 1, 2040	\$415,000
October 1, 2026	320,000	October 1, 2041	425,000
October 1, 2027	325,000	October 1, 2042	430,000
October 1, 2028	330,000	October 1, 2043	440,000
October 1, 2029	340,000	October 1, 2044	445,000
October 1, 2030	345,000	October 1, 2045	455,000
October 1, 2031	350,000	October 1, 2046	465,000
October 1, 2032	360,000	October 1, 2047	475,000
October 1, 2033	365,000	October 1, 2048	480,000
October 1, 2034	370,000	October 1, 2049	490,000
October 1, 2035	380,000	October 1, 2050	500,000
October 1, 2036	385,000	October 1, 2051	510,000
October 1, 2037	395,000	October 1, 2052	520,000
October 1, 2038	400,000	October 1, 2053	530,000
October 1, 2039	410,000	October 1, 2054	540,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City from the date such portion is disbursed, until paid, at the rate of 1.875% per annum, payable October 1, 2023, and semi-annually hereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 15. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty per cent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest upon the Series 2023 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2023 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2023 Bonds and the security therefor.

Section 16. Additional Bonds. Except as hereinafter provided, the Issuer shall not issue additional bonds of equal standing with the Series 2023 Bonds.

The right is reserved in accordance with the provisions of Act 94 to issue additional bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Junior Lien Bonds and the Series 2023 Bonds but only for the following purposes and under the following terms and conditions:

(a) To complete the Projects in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Projects in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Projects.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part of any Bonds then outstanding and paying costs of issuing such additional bonds including deposits that may be required to be made to the Bond Reserve Account, if any. Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the preceding twelve month operating year shall be at least equal to the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds and on the additional bonds then being issued. If the additional bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the additional bonds. For purposes of this subparagraph (b) the Issuer may elect to use as the last preceding operating year any

operating year ending not more than sixteen months prior to the date of delivery of the additional bonds. Determination by the Issuer as to existence of conditions permitting the issuance of additional bonds shall be conclusive. No additional bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the Issuer shall then be in default in making its required payments to the Operation and Maintenance Fund, the Bond and Interest Redemption Fund (including the Bond Reserve Account) or the Junior Lien Redemption Account.

(c) For refunding a part of the outstanding Bonds and paying costs of issuing such additional bonds including deposits which may be required to be made to the Bond Reserve Account. No additional bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 17. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City Commission determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2023 Bonds to the Authority because the Clean Water State Revolving Fund financing program provides significant savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2023 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2023 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract and the Supplemental Agreement. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2023 Bonds for the Clean Water State Revolving Fund. Prior to the delivery of the Series 2023 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2023 Bonds contained in Section 14 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended (“Act 227”), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 18. Covenant Regarding Tax Exempt Status of the Series 2023 Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2023 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of proceeds of the Series 2023 Bonds and moneys deemed to be proceeds.

Section 19. Approval of Bond Counsel. The representation of the Issuer by Miller, Canfield, Paddock and Stone, P.L.C. (“Miller Canfield”), as bond counsel is hereby confirmed and approved notwithstanding the representation by Miller Canfield of the Authority in connection with the Clean Water State Revolving Fund program which may include advising the Authority with respect to this borrowing.

Section 20. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2023 Bonds issued shall not exceed the principal amount authorized in this ordinance, the interest rate per annum on the Series 2023 Bonds shall not exceed one and seven-eighths percent (1.875%) per annum, and the Series 2023 Bonds shall mature in not more than thirty (30) annual installments.

Section 21. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, repealed.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. The paragraph headings in this ordinance are furnished for convenience of reference only and shall not be considered to be part of this ordinance.

Section 23. Publication and Recordation. This ordinance shall be published in full in *The Mining Journal*, a newspaper of general circulation in the City, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 24. Effective Date. This ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 8th day of May, 2023.

Signed _____
Mayor

Signed _____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an ordinance duly adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on the 8th day of May, 2023, 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.

I further certify that the following were present at said meeting: _____ and that the following were absent: _____.

I further certify that Commissioner _____ moved for adoption of said ordinance, and that said motion was supported by Commissioner _____.

I further certify that the following voted for adoption of said ordinance: _____ and that the following voted against adoption of said ordinance: _____.

I further certify that said ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

City Clerk

37790714.4/056371.00067

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote

Resolution - Protecting MI Pension Grant Program

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution to File a Claim for Grant Payment



RESOLUTION TO AUTHORIZE THE CITY MANAGER TO FILE A CLAIM FOR A GRANT PAYMENT FOR THE PROTECTING MI PENSION GRANT PROGRAM

WHEREAS, the Michigan Local Pension Grant Program (Program) was created to help Michigan's most underfunded municipal pension systems. Under their fiscal year 2022-23 budget, the Michigan Department of Treasury (State) appropriated \$750 million to establish and operate a local unit municipal pension principal payment grant program for qualified retirement systems with a funded ratio below 60%, as defined by the Protecting Local Government Retirement and Benefits Act, PA 202 of 2017; and

WHEREAS, the Protecting MI Pension Grant defines a qualified retirement system being a retirement system of a qualified unit with a funded ratio below 60% based on the last report filed with the State as of December 31, 2021; and

WHEREAS, the City of Marquette (City) has been identified as meeting the definition of a qualified retirement system eligible to apply for funding from the Protecting MI Pension Grant; and

WHEREAS, the City is prepared to implement and comply with the requirements and conditions of accepting a grant under the *Protecting MI Pension: Michigan Local Pension Grant Program*, and

WHEREAS, in order to apply for a grant payment from this Program, the City must authorize the City Manager to file a claim.

NOW, THEREFORE, BE IT RESOLVED that the Marquette City Commission does hereby authorize the City Manager to file a claim for a grant payment for the Protecting MI Pension Grant Program.

This resolution will take immediate effect.

Duly adopted by the Marquette City Commission on May 8, 2023

Cody O. Mayer, Mayor

Certified to be a true copy on May 8, 2023

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote **Schedule Public Hearing - Rezoning of 1501 Division St.**

BACKGROUND:

The City recently received a request to rezone 1501 Division St. from Medium Density Residential (MDR) to a Mixed-Use (M-U) zoning district.

On May 2, 2023, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating rezoning requests and in the administrative procedures for processing such a request. The following motion was made:

It was moved by C. Gottlieb, seconded by K. Clegg, and carried 7-0 that after conducting a public hearing and review of the application and Staff Report for 01-REZ-05-23, the Planning Commission finds that the proposed rezoning is inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 3 of the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 01-REZ-05-23 as presented.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the May 30, 2023 City Commission meeting to consider the proposed rezoning of land at 1501 Division Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote

Schedule Public Hearing - Single Lot Special Assessment Roll #590

BACKGROUND:

Sec. 40-21 of the Marquette City Code requires that: "When an improvement shall have been made by the City upon or in respect to any single premises, the expense of which is chargeable against such premises and the owner thereof under the provisions of this chapter and is not of that class required to be prorated among several lots and parcels of land in a special assessment district, an account of the cost to be charged to the owner shall be reported to the City Treasurer who shall immediately bill the owner, if known."

The City Code further requires that, "When the City Treasurer determines that a number of properties have had outstanding bills for a sufficient time, the Treasurer shall notify the City Assessor who shall prepare a single lot assessment roll, and schedule a public hearing before the City Commission on that roll."

Impacted property owners will receive notification of the time and place of the hearing in accordance with Section 40-21 of the City Code.

FISCAL EFFECT:

\$352.36 plus accruing interest and penalties.

RECOMMENDATION:

Schedule a Public Hearing for May 30, 2023, to confirm single lot Special Assessment roll #590.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Single Lot Special Assessment Roll #590

CITY OF MARQUETTE - SINGLE LOT SPECIAL ASSESSMENT ROLL #590

PROPERTY	LEGAL DESCRIPTION	SINGLE LOT SPECIAL ASSESSMENT	TOTAL	INVOICE #
#0230670 - 509 N Fourth St. Taylor Freeman 509 N Fourth St. Marquette, MI 49855	HARLOW'S ADD. #4, THE E. 88' OF LOT 57	Unpaid charges for: Fire Rental Code Compliance Inspection plus interest, and special assessment fee	\$128.16	18215
#0190840 - 402 W Bluff St. David / Maureen Martin 402 Neff Rd. Grosse Pointe, MI 48230	HARLOW'S ADD. #1 THE E. 25' OF THE S 73' OF LOT 1 BLOCK 11	Unpaid charges for: Fire Rental Code Compliance Inspection plus interest, and special assessment fee	\$112.10	18616
#0190850 - 406 W Bluff St. David / Maureen Martin 402 Neff Rd. Grosse Pointe, MI 48230	HARLOW'S ADDITION #1 THE W. 25' OF THE S. 68' OF LOT 1 BLOCK 11	Unpaid charges for: Fire Rental Code Compliance Inspection plus interest, and special assessment fee	\$112.10	18616
TOTAL SINGLE LOT ASSESSMENT				\$352.36

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote **Stage Purchase**

BACKGROUND:

At the October 11, 2022 regular meeting, the City Commission approved the grant award for the Michigan Arts and Culture Capital Grant to purchase staging that would be utilized at Lakeview Arena and within City Parks and facilities for special events. The grant award was \$28,759 and the matching funds of \$28,759 were budgeted out of the remaining Hockeyville funds.

The existing staging at Lakeview has exceeded its useful life, is extremely heavy leading to injuries during transport and set-up, is not weatherproof, is not accessible and is not adjustable for uneven surfaces. New staging will solve these challenges and be an asset to cultural events within the City while providing Lakeview Arena additional revenue.

Community Services Staff obtained 3 quotes for staging, however only one company could meet all of our objectives of flexibility and accessibility. Staff recommends Stage Right at a quoted price of \$53,435.00 which is under budget and meets the grant requirements.

FISCAL EFFECT:

The recommended purchase is \$4,083 under budget.

RECOMMENDATION:

Approve the purchase of staging from Stage Right in the amount of \$53,435.00.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Stage Right Quote



495 Pioneer Parkway
Clare, MI 48617
Phone: 800-438-4499
Fax: 989-386-3500
www.stageright.com

Quote for City of Marquette
Quote: 6661
Revision: 2
Offer Valid Through: 4/13/23
Proposed by: Mitch Waite
Phone: (800) 438-4499
Email: mwaite@stageright.com

Quote Reference Number: 6661

Address Information

Bill To:

City of Marquette
300 W. Baraga Ave
Marquette, Michigan 49855
United States

Ship To:

City of Marquette
300 W. Baraga Ave
Marquette, Michigan 49855
United States

Contact Buying: Michael Anderson
Phone: 906-228-0435
Email: mianderson@marquettemi.gov

Contact Shipping: Michael Anderson
Phone: 906-228-0435
Email: mianderson@marquettemi.gov

Terms and Conditions

Payment Terms: Net 30 Days

City of Marquette - ME AT Staging-031423

Products

Description	Part Number	Qty	Price	Ext Price
Deck, 4'x8', Aluminum Frame with Black TechStage, 0.095" Surface, Mill Edge	AF48MN2	16	\$785.00 USD	\$12,560.00 USD
ME-1000, 4' x 8', 32"-48" All-Terrain Style Full Assembly without Locators	314412	12	\$1,170.00 USD	\$14,040.00 USD
Locator, Major Event All-Terrain Style, Single	314540	16	\$30.00 USD	\$480.00 USD
Locator, Major Event All-Terrain Style, Dual	314545	16	\$35.00 USD	\$560.00 USD
Locator, Major Event All-Terrain Style, Dual/Dual	314238	8	\$45.00 USD	\$360.00 USD
Locator, Major Event All-Terrain Style, Quad	314555	8	\$45.00 USD	\$360.00 USD
Stair - Folding Adjustable 32"-48" 5 Step, redesign alum. tread	360015	4	\$1,545.00 USD	\$6,180.00 USD
ADA Ramp Package, 0"-48" (Includes Transition Assembly, Supports, Safety Tr	350417	1	\$15,985.00 USD	\$15,985.00 USD
Transport, Deck 4' x 8' (15), with castors	322201	1	\$660.00 USD	\$660.00 USD

Services

Description	Qty	Price	Ext Price
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Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$2,250.00 USD	\$2,250.00 USD

Description	Part Number	Qty	Price	Ext Price
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Products Total:	\$51,185.00 USD
Services Total:	\$0.00 USD
Additional Charges/Credits Total:	\$2,250.00 USD
Alternates Total:	\$0.00 USD
*Net Total:	\$53,435.00 USD

Quote Comments

Tax Amount: \$3,206.10
 Tax Exemption Certificate Required

Specific Terms

Quoted price does not include any State and/or Local Taxes unless specified in the quotation
 *Quoted Net Total does not include Alternate items; Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
 Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.
 Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare - MI
 StageRight collects tax in the following states: AL AZ CA CO DC FL GA HI IN MA MI MN NE NJ NM NV NY PA TX WA WI
 A tax exempt certificate must be provided at time of order placement or sales tax will be added to the order.
 These can be forwarded to the following email address: taxexemptions@rogersgrp.com
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation
 Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices
 Visa - Mastercard - American Express and Discover Accepted

Order Authorization

Date

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

Consent Agenda - Roll Call Vote **Wastewater Solids Handling Construction Contract**

BACKGROUND:

At the April 10 City Commission meeting, the Commission approved a tentative contract award with Miron Construction for the Solids Handling Project Bid. This project will provide needed capital improvements for Wastewater Treatment Plant including providing septage/High Strength Waste (HSW) receiving services, leveraging existing assets to produce additional biogas, utilizing the biogas in existing engine generators to produce renewable energy in the form of electricity and heat, improve reliability and redundancy of biosolids processing to support water quality objectives and National Pollution Discharge Elimination System (NPDES) compliance (EGLE requires 180 days of on-site solids storage), and addressing additional system needs including effluent DO compliance, vector debris handling, and decant pump station deficiencies.

While the bid was accepted on April 10, the contract now requires approval from the City Commission.

FISCAL EFFECT:

The total project costs including design, services during construction, legal and bonding are \$14,064,000 with \$6,826,000 borrowed through the Clean Water State Revolving loan fund to fund the project. The remaining costs are funded with a \$5,857,500 grant and reserve funds.

RECOMMENDATION:

Approve the contract with Miron Construction for \$12,758,324, authorize the City Manager and other required parties to sign the contract, and authorize the Manager or her designee to approve change orders under \$25,000 per change, if necessary.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract

AGREEMENT

AGREEMENT

THIS AGREEMENT is by and between City of Marquette (hereinafter called Owner) and Miron Construction Co., Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

General construction of wastewater treatment facility buildings and basins including sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Marquette

Marquette Area Wastewater Treatment Facility
Biosolids Improvements Project

Marquette, MI

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – ENGINEER AND DESIGNER

- 3.01 Donohue & Associates, Inc. who is hereinafter called Engineer and who is to act as Owner's representative, will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Project has been designed by Donohue & Associates, who is hereinafter called Designer, will consult with, advise, and assist the Engineer in connection with the completion of the Work in accordance with the Contract Documents.
- 3.02 The Owner will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Project has been designed by Donohue & Associates, who is hereinafter called Designer, will consult with, advise, and assist the Owner in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 600 days after the date when the Contract Times commence to run as provided in Article 4 of the General Conditions, and completed and ready for final payment in accordance with Article 15 of the General Conditions within 660 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty).
1. Substantial Completion: Contractor shall pay Owner \$2,650 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,650 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Contractor and Owner also recognize that Owner will suffer financial loss if part of the Work is not completed within the Milestone times specified in Section 01 11 00, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if part of the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amount stated below for each day that expires after the time specified in Section 01 11 00 for Substantial Completion of each Milestone until the Work is substantially complete.

- a. Milestone No. 1: \$1,000

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

Twelve Million, Seven Hundred Fifty-Eight Thousand, Three Hundred Twenty-Four Dollars (\$ 12,758,324)
(words) (figures)

- 5.02 Owner accepts/rejects the following alternates as described in Section 01 23 00 and indicated on the Bid Form:

- A. Accept Alternate 1: Waste Receiving Station Equipment by Huber.
- B. Reject Alternate 2: BFP Feed Pump No 2

- C. Reject Alternate 3: Building 960 Cake Storage Structure No. 2 Larger Footprint
- D. Reject Alternate 4: High Pressure W3 Pump No 1
- E. Accept Alternate 5: Additional Capital Improvements
- F. Reject Alternate 6: Odor Control System

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions:
 - 1. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 15.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports.
- E. Contractor has considered and correlated the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1295 et seq.) and implementing EPA regulations, Contractor agrees that the Contractor, Subcontractors, and suppliers in the performance of this Contract will give preference to domestic construction materials.
- K. In connection with the performance of Work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race,

religion, color, handicap, sex, physical condition or developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

- L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- M. Contractor has reviewed and understands the Use of American Iron and Steel requirements of the Clean Water State Revolving Fund. Contractor's bid reflects their best, good faith effort to identify domestic sources of iron and steel, where such American-made products were available to meet the contract times. All iron and steel products contained in the Contractor's bid will be produced in the United States in a manner that complies with the Use of American Iron and Steel requirements, unless a waiver is approved. Contractor will provide further verification, certification or assurance of compliance, or information necessary to support a waiver of the Use of American Iron and Steel requirements. Contractor understands that any failure to comply with the Use of American Iron and Steel requirement shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation to engineering or attorney's fees) incurred by the Owner or the State resulting from any such failure. While the Contractor has no direct contractual privity with the State, as a lender to Owner for the funding of this project, the Owner and Contractor agree that the State is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 13-1 to 10, inclusive);
 - 2. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-4, inclusive);
 - 3. Payment Bond Form (pages 00 61 13.16-1 to 00 61 13.16-4, inclusive);
 - 4. General Conditions (pages 00 72 00-1 to 00 72 00-70, inclusive);
 - 5. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-22, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 247, inclusive, with each sheet bearing the following general title: Marquette Area Wastewater Treatment Facility Biosolids Improvements Project;
 - 8. Addenda (numbers 1 to 3, inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Exhibit A: "Base Bid (Type I) Material and Equipment Schedule" from Contractor's Bid (page 00 41 13-11);
 - b. Exhibit B: "Base Bid (Type II) Material and Equipment Schedule" from Contractor's Bid (page 00 41 13-12);
 - c. List of proposed Subcontractors having a direct contract with the Contractor from the Subcontractor Listing included with the Contractor's Bid (page 00 41 13-10).
 - d. Exhibit E: Rigid Inclusions Contractor Qualification Form (page 00 41 13-13 through 00 41 13-15).
- 10. Required Standard Contract Language: Clean Water State Revolving Fund and Drinking Water Fund (00 41 00);
 - 11. American Iron and Steel (00 41 01);
 - 12. Wage Rates (00 41 03);
 - 13. Documents in the Appendix;
 - 14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Field Orders;
 - e. Engineer's written interpretations and clarifications.
 - B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Contractor's Estimated Payment Request Schedule for Outlay Management:
 - 1. Within 30 days of issuance of the Notice to Proceed, Contractor shall furnish Owner with a schedule of the estimated dollar value of work projected to be completed each month for the duration of the Contract. The schedule shall be updated monthly based on actual expenditures and shall be submitted along with Contractor's monthly application for progress payment. The schedule shall be detailed to allow separation of eligible and ineligible cost items and Innovative/Alternative cost items.

(Continued On Next Page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____
(signature)

By: _____
(signature)

(typed name and title)

(typed name and title)

Attest _____
(signature)

Attest _____
(signature)

Address for giving notices:

Address for giving notices:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.

License No. _____
(where applicable)

Approved as to form and execution this

Agent for service of process: _____

_____ day of _____, 20____

(attorney for Owner)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Countersigned by:

Comptroller
(or other designated official)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____
(signature)

(typed name and title)

Attest _____
(signature)

Address for giving notices:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.

Approved as to form and execution this

_____ day of _____, 20____

(attorney for Owner)

Countersigned by:

Comptroller
(or other designated official)

Miron Construction Co., Inc.
By: David G. Voss Jr.
(signature)

David G. Voss, Jr., President
(typed name and title)

Attest Stephan D. Voss
(signature)

Address for giving notices:

Miron Construction Co., Inc.
ATTN: Legal Department
1471 McMahon Drive

Neenah, WI 54956

License No. _____
(where applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Designated Representative:

Name: Travis Fleis

Title: Project Manager

Address: 1471 McMahon Drive

Neenah, WI 54956

Phone: (920)886-7408

Email: travis.fleis@niron-construction.com

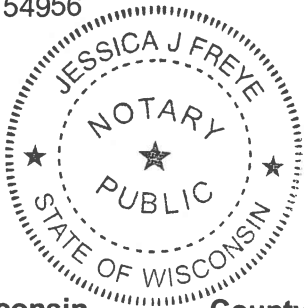
CORPORATION RESOLUTION

Adopted at Board of Directors Meeting of December 28, 2022 be it resolved that David G. Voss, Jr., the President of the Corporation, is hereby authorized and empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the stockholders or of the Board of Directors of the Corporation.



Dean J. Basten, CPA
Secretary/Treasurer

MIRON CONSTRUCTION CO., INC.
1471 McMahon Drive
Neenah, WI 54956



Witnessed By:



State of Wisconsin County of Winnebago

Subscribed to and sworn before me this 25th day of April, 2023

Notary Public 

My Commission Expires: April 3, 2026

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

New Business

Mayor Pro-tem Davis and Commissioner Hanley Travel Reimbursement

BACKGROUND:

Mayor Pro-tem Sally Davis and Commissioner Jessica Hanley attended the annual Michigan Municipal League Conference in Lansing, Michigan April 18-20, 2023. The following checks will be reimbursed for travel expenses occurred:

Mayor Pro-tem Sally Davis, Check #1007470, \$590.14
Commissioner Jessica Hanley, Check #1007455, \$590.14

FISCAL EFFECT:

Total travel costs are \$1,272.28. Adequate funds are available within the Fiscal Year 2023 City Commission budget.

RECOMMENDATION:

Approval travel reimbursement for Mayor Pro-tem Davis in the amount of \$636.14 and Commissioner Hanley in the amount of \$636.14 for the Michigan Municipal League Conference.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available



National Public Works Week Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Marquette; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, the hard work, dedication, and professionalism of public works professionals deserve recognition and appreciation; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Marquette to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, the Mayor and City Commission of the City of Marquette, hereby designate the week of May 21–27, 2023 as National Public Works Week, and urge all citizens to join with representatives of the American Public Works Association and government agencies in paying tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED this 8th day of May, 2023.

Cody O. Mayer, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/8/2023

New Business

Resolution of Intent to Sell City Property - 601 S. Lakeshore Boulevard - Roll Call Vote

BACKGROUND:

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

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

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

The City Manager, Assistant City Manager, and Community Development Director conducted interviews with the firms on April 4, 2023.

As a result of the evaluation process, the City Manager is recommending the City Commission adopt the attached Resolution of Intent to Sell, which will permit the City Manager to negotiate a potential sale of the property with Marquette Opportunity, LLC. Their intent for use of the property is the development and establishment of a hotel that will:

- Provide for an additional 28-30 FTE jobs, 22 of which are full-time.
- Utilize one proven management group from the existing hotel.
- Provide approximately \$18 Million of taxable investment in the property.

The firm has also agreed to work with the City with regards to maintaining an appropriate buffer from the existing bike path, as well as provide community greenspace as an additional buffer that will be maintained by their firm. Additional details such as building height and placement are governed by the City Zoning ordinance and will be the responsibility of the City Planning Commission, in accordance with the Land Development Code, upon an appropriate rezoning of the property (currently zoned Municipal).

FISCAL EFFECT:

The City will realize tax revenue annually from the property upon buildout and will receive a negotiated payment for the land.

RECOMMENDATION:

Adopt the attached Resolution of Intent to Sell and direct the City Manager to negotiate a sale of the property to Marquette Opportunity, LLC subject to City Commission approval per the Municipal Property Sales Ordinance.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution of Intent to Sell
- ▣ Draft Site Plan



Resolution of Intent to Sell

WHEREAS, Marquette Opportunity, LLC has submitted an offer to purchase real property owned by the City of Marquette (a portion of Parcel 0510571- "Parcel") as outlined in the attached letter of intent; and,

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

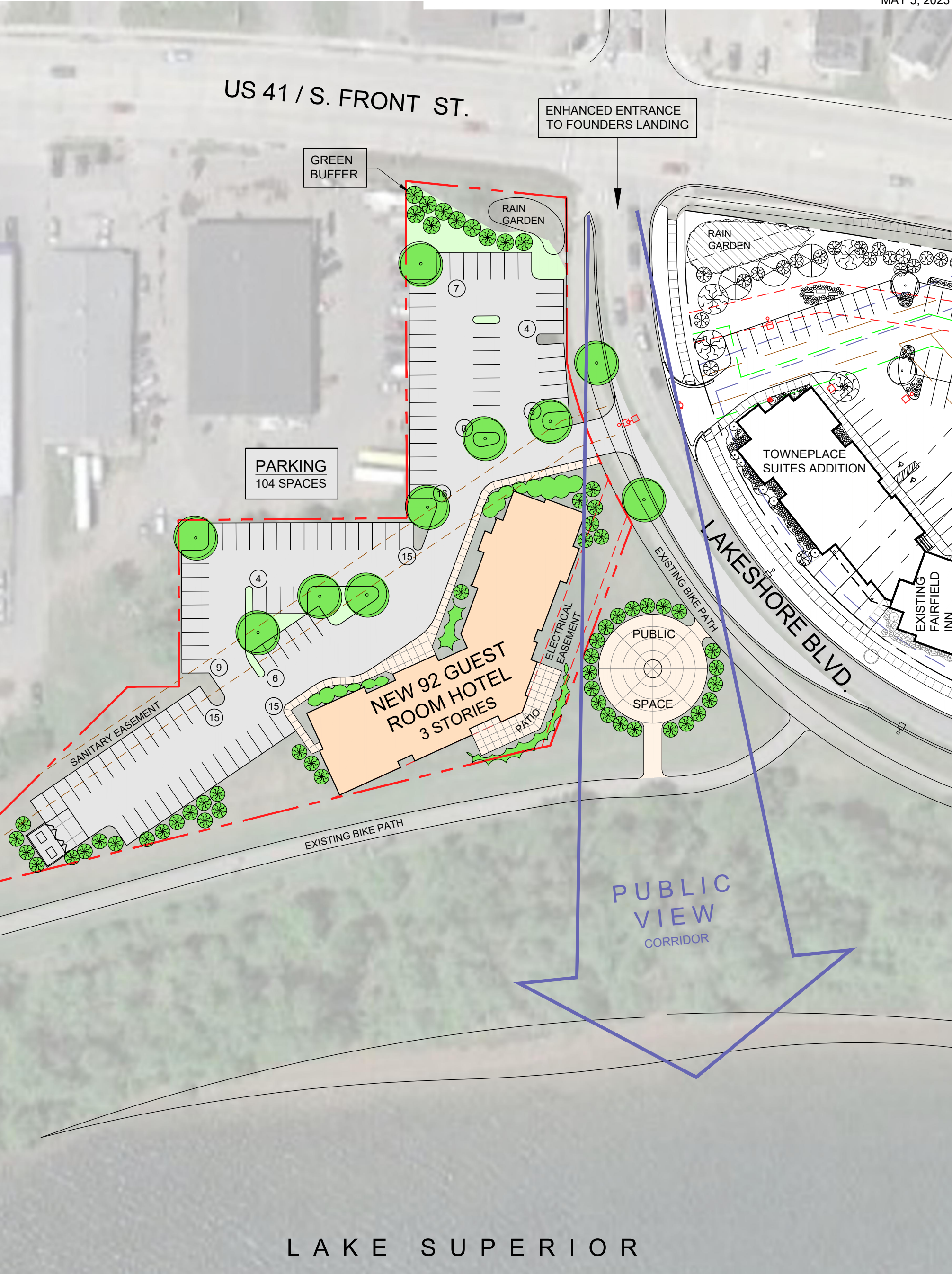
THEREFORE, BE IT RESOLVED, that the City of Marquette hereby authorizes the City Manager to direct the sale of the Parcel, subject to the following:

1. The as-is 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 8th Day of May 2023.

Cody O. Mayer , Mayor

Kyle Whitney, City Clerk



SITE PLAN
SCALE: 1" = 60'-0"