City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

Monday, May 10, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Reappointments

Heather Dombrowski, Board of Zoning Appeals, for a term expiring 02-15-24
Ron Sundell, Presque Isle Park Advisory Committee, for a term expiring 04-01-24
Orville Dishno, Presque Isle Park Advisory Committee, for a term expiring 04-01-24
Tracy Wascom, Public Art Commission, for a term expiring, 02-26-24

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

Presentation(s)

2. Senior Center Update, by Senior Services Manager Maureen McFadden

Public Hearing(s)

3. Public Hearing for Rezoning Vacant Land - Roll Call Vote

4. Consent Agenda

4.a. Approve the minutes of the May 4, 2021 special Commission meeting.
4.b. Approve the total bills payable in the amount of $288,903.18
4.c. Application for License to Use City Property Adjacent to 1000 Spruce Street
4.d. Deed for Property Adjacent to Railroad Right-of-Way
4.e. Front-Load Cuda Parts Washer Purchase
4.f. Hewitt Avenue, Pine Street, Front Street and College Avenue Reconstruction Projects
4.g. License for Use of City Property in the Crescent Street Right-of-Way
4.h. Michael Sjolund - Lease Agreement
4.i. Proclamation - Public Works Recognition Week

4.j. Schedule Public Hearing to Consider the Proposed Conditional Rezoning of 616 Fisher Street

4.k. Schedule Public Hearing-Single Lot Special Assessment Roll #588

4.l. SpinwayMQT, LLC – Lease Agreement

4.m. UP Community Rowing Club - Storage Lease

4.n. Water and Wastewater Computer Hardware Upgrade

4.o. Water and Wastewater Computer System Upgrade

Unfinished Business

5. City Manager Search Discussion

6. Founders Pile Reuse - Construction Contract

7. Williams Park Athletic Courts and ADA Access - Construction Contract

New Business

8. Schedule a Public Hearing for the Duke LifePoint Marquette General Replacement Hospital Brownfield Plan Amendment- Roll Call Vote

9. Notice of Intent Resolution-FY 21 CWSRF Bonds - Roll Call Vote

10. Queen City Courts - Hurley Park Mural - Artist Selection

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

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

Agenda Date: 5/10/2021

Public Hearing(s)
Public Hearing for Rezoning Vacant Land - Roll Call Vote

BACKGROUND:

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

In order to transfer this property to the owners of 505 Lakeshore Boulevard, it must be rezoned from Municipal to Mixed-Use. The rezoning of this parcel will be contingent on the transfer of the parcel to the owners and that item will be considered by the City Commission at this meeting, in conjunction with the rezoning request. The rezoning request should only be approved if the property transfer is also approved.

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

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

Tonight's Public Hearing was scheduled during the Commission's regular meeting of April 12, 2021.

FISCAL EFFECT:

None.

RECOMMENDATION:

Following the Public Hearing, approve the rezoning of vacant land adjacent to 505 Lakeshore Boulevard as recommended by the Planning Commission.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Rezoning PC Case File_01-REZ-04-2021
- Planning Commission Meeting Minutes for 04-06-20

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

MEMORANDUM

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

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

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

RECOMMENDED ACTION:

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

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

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

STAFF FILE REPORT/ANALYSIS

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

Case #: 01-REZ-04-21

Date: March 31, 2021

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

Location: Vacant Land on Lakeshore Blvd

Parcel ID: 0490040

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

Year Built: Vacant Land

Current Zoning: Municipal (M)

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

Zoning Districts and Standards:

Current Zoning

Section 54.315 M, Municipal District

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

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

• Indoor Recreation • Office, Professional • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Public or Governmental Building • Recreational Use, Public • School, Primary or Secondary • School, University • Storage, Open • Wireless Telecommunications Facilities	Superior and the pavement of the nearest public street or highway.
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	None	*Front Yard (ft.)*	None
Min. Lot Width (ft.)	None	*Side Yard (one) (ft.)*	None
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	None
Max. Building Height of Primary Building (ft.) (O)	None	*Rear Yard (ft.)*	None
Max. Building Height of Accessory Building	None		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

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

Proposed Zoning

Section 54.311 M-U, Mixed-Use District

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

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	• Accessory Use, Non-Single Family Residential Lots • Adult Foster Care, Small Group Home • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Accessory Unit • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Food and Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Vehicle Repair and Service
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,800	*Front Yard (ft.)*	0 *(E), (F)*
Min. Lot Width (ft.)	40	*Side Yard (one) (ft.)*	5 *(H), (K), (M)*
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	13 *(H), (K), (M)*
Max. Building Height of Primary Building (ft.) (O)	44 *(M)*	*Rear Yard (ft.)*	20 *(I), (K), (M)*
Max. Building Height of Accessory Building	*(K)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

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

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

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

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

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

Section 54.1405 Zoning Ordinance Amendment Procedures

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

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

Application accepted.

(C) Amendment Review Procedures.

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

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

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

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

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

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

TBD.

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

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

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

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

Please see above - "Zoning District and Standards".

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

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

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

There are no problems anticipated.

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

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

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

The proposal will not result in exclusionary zoning.

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

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

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

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

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

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

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

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

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

The rezoning is not being requested for a specific use.

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

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

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

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

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

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

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

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

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

Additional Comments:

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

Attachments:

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

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

CITY OF MARQUETTE
REZONING APPLICATION

CITY STAFF USE

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

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

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

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

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

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

Please review the attached excerpts from the Land Development Code

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: City of Marquette

Address: 300 W Baraga Ave

City, State, Zip: Marquette, MI, 49855

Phone #: 906-225-8104

Email: shobbins@marquettemi.gov

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

APPLICANT/OWNERS REPRESENTATIVE

Name: Sean Hobbins

Address: 300 W Baraga Ave

City, State, Zip: Marquette, MI 49855

Phone #: 906-225-8104

Email: shobbins@marquettemi.gov

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

PROPERTY INFORMATION

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

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

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

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

Legal Description: Attached with survey

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

SIGNATURE

I hereby certify the following:

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

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

Section 54.1405 Zoning Ordinance Amendment Procedures

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

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

(C) Amendment Review Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A statement acknowledging that the rezoning with conditions was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, further agreement and acknowledgment that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City.

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

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

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

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

(f) Agreement and understanding that each of the requirements and conditions in the conditional rezoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.

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

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

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

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

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

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

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

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

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

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

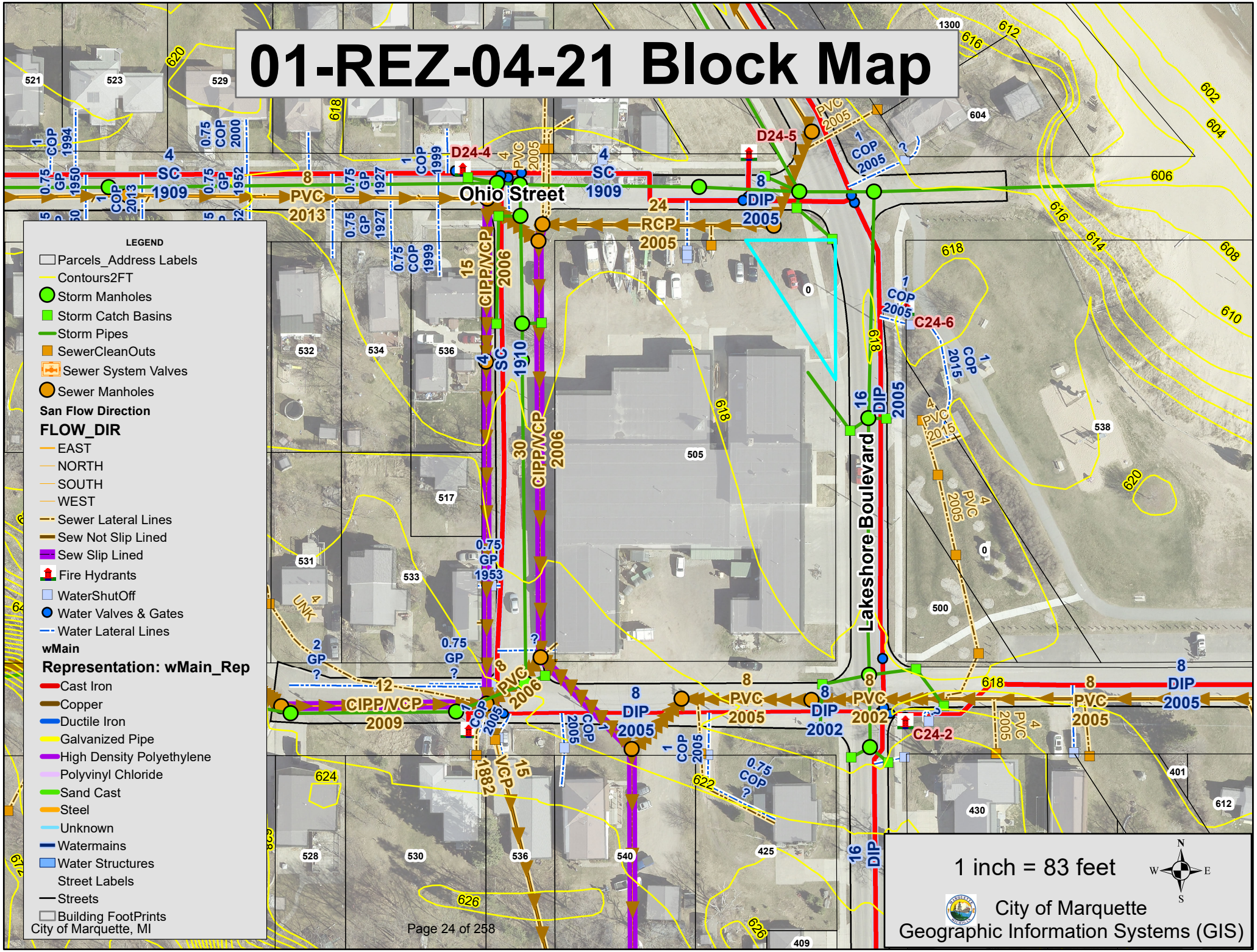
(4) Zoning Map. If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned accompanied by a reference to "CR Conditional Rezoning." The Zoning Map shall specify the new zoning district plus a reference to CR. By way of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

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

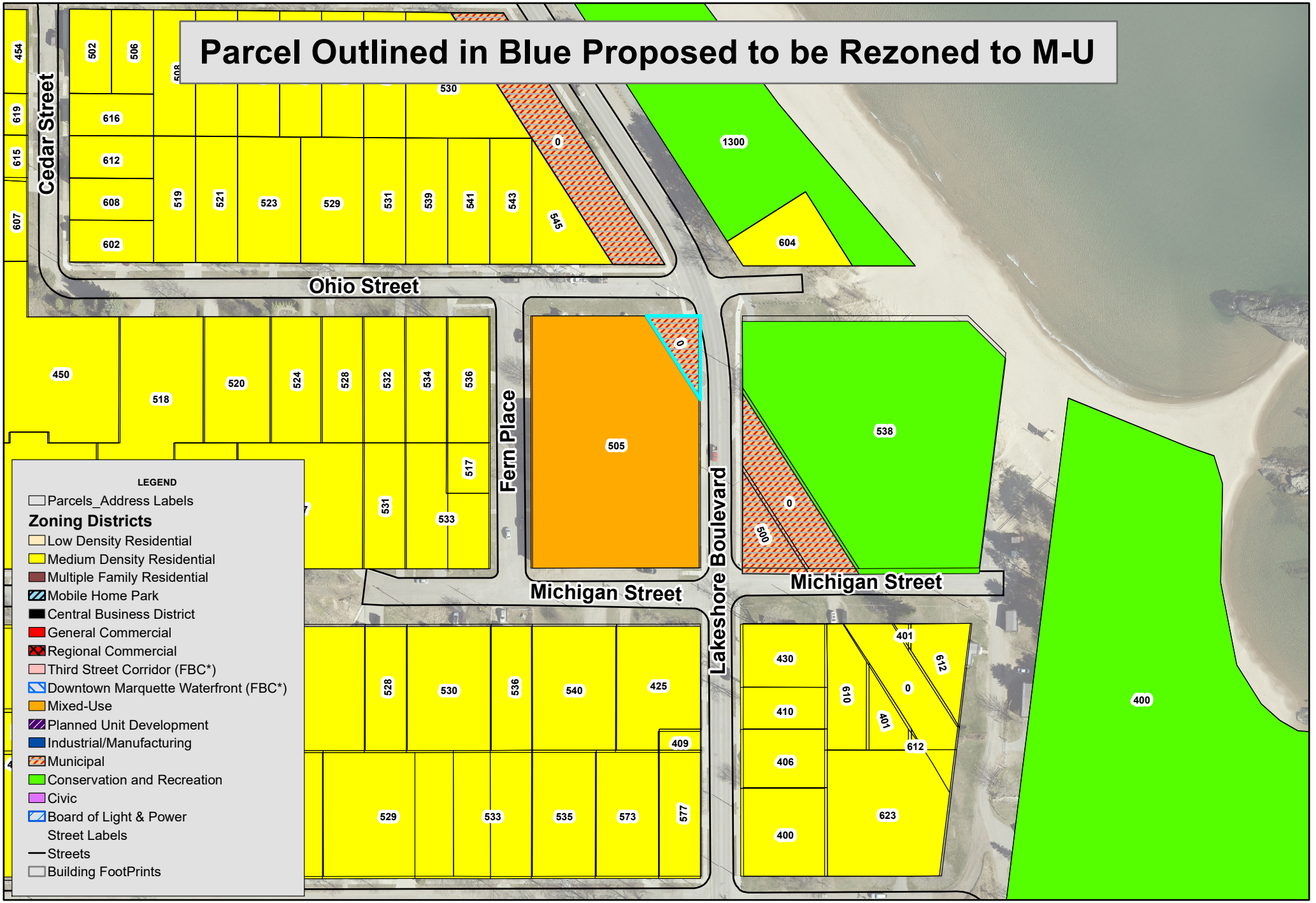
executed between the applicant and the City Commission at the time of City Commission approval of a rezoning with conditions.

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


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


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

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



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

N W E S

1 inch = 145 feet

MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map

Future Land Use

Human Activity Types:

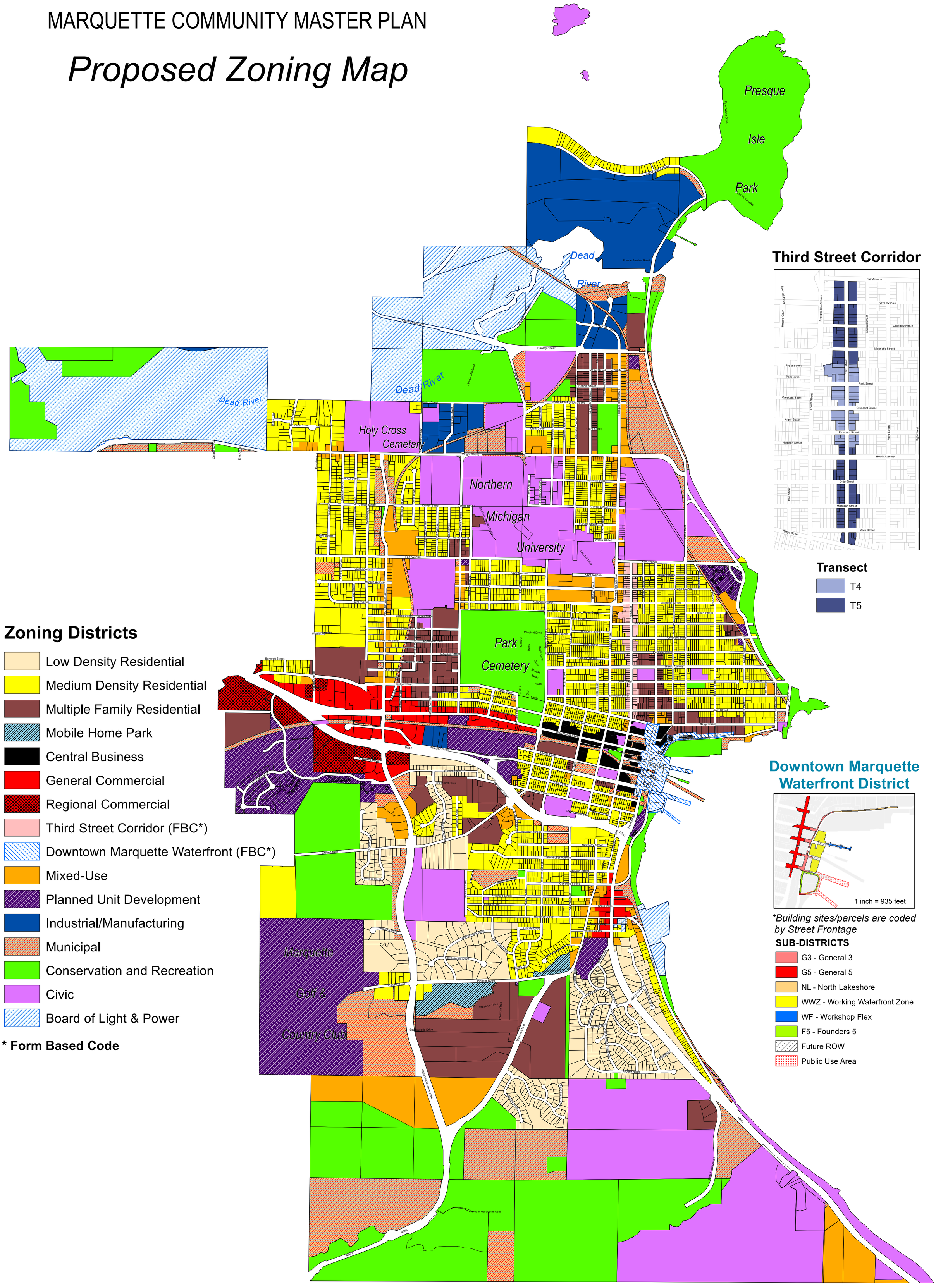
- Single Family Residential
- MultipleFamily Residential
- Mobile Home Park
- Central Commercial
- General Commercial
- Regional Commercial
- Third Street Corridor
- Mixed Use
- Industrial/Manufacturing
- Conservation and Recreation
- Parks
- Civic
- Board of Light & Power
- Lake Shore Blvd Relocation

0 0.25 0.5 1 Miles

N W E S

MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

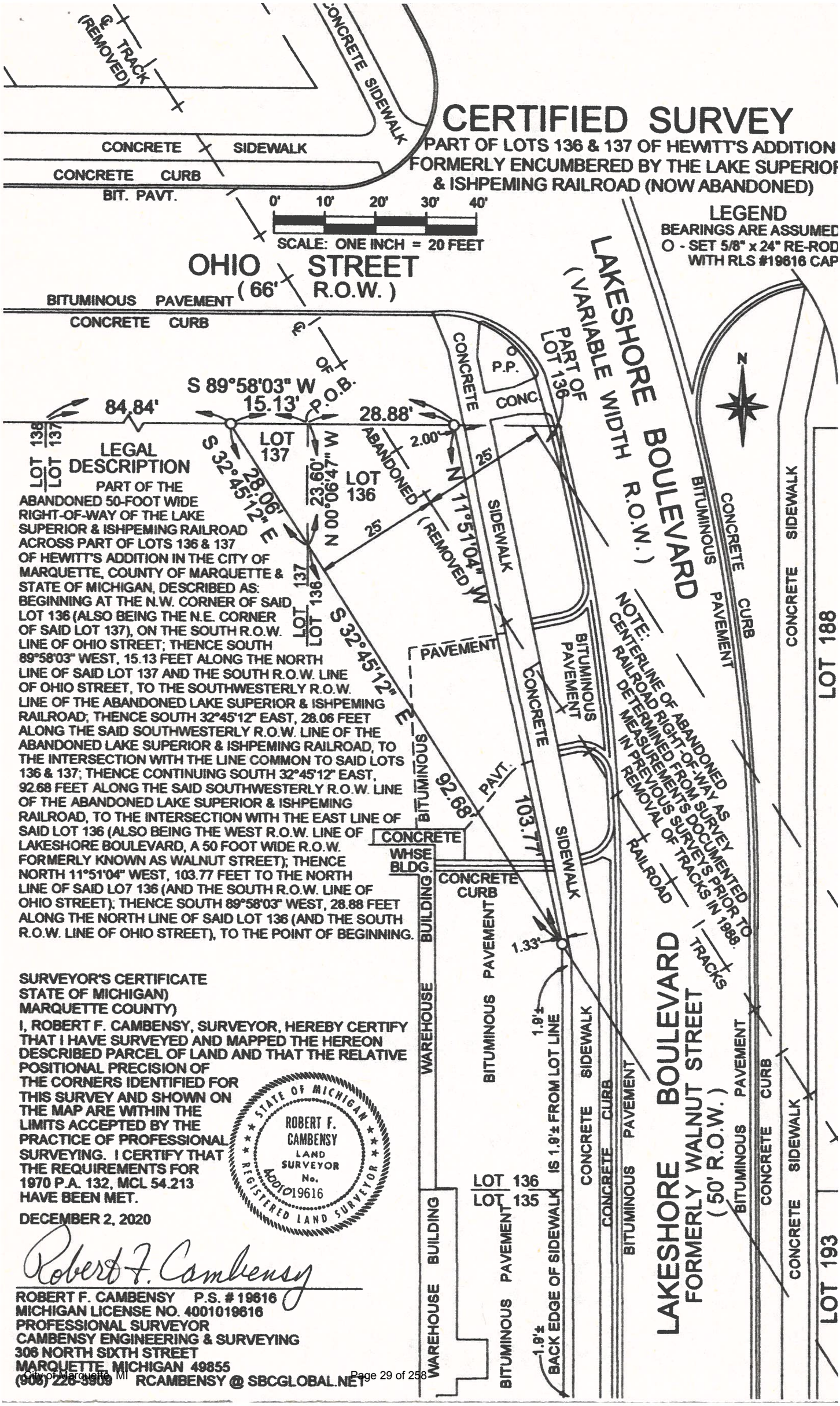



03/23/2021 14:21


OHIO
LAKESHORE
STOP
03/23/2021 14:21


OHIO
LAKESHORE
STOP
03/23/2021 14:22


03/23/2021 14:21



LEGAL DESCRIPTION

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

SURVEYOR'S CERTIFICATE
STATE OF MICHIGAN)
MARQUETTE COUNTY)

I, ROBERT F. CAMBENSY, SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREON DESCRIBED PARCEL OF LAND AND THAT THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING. I CERTIFY THAT THE REQUIREMENTS FOR 1970 P.A. 132, MCL 54.213 HAVE BEEN MET.

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

DECEMBER 2, 2020

Robert F. Cambensy

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

Local

Meeting ID: 811 9409 0557
Passcode: 130048

Superiorland Yesterdays

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

30 years ago

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

60 years ago

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

• 2:02 a.m., property inspections, North Marquette

• 2:31 p.m., property inspection, 1200 block West

NOTICE OF PUBLIC HEARING

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

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

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

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

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

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

MARQUETTE COUNTY ROAD COMMISSION

PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

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

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

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

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

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

Rezoning

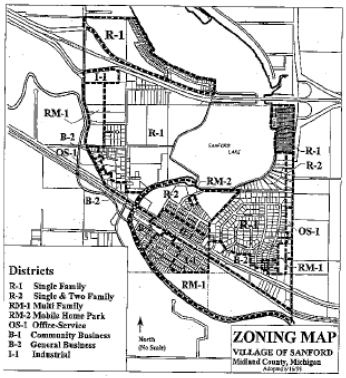
- The main question that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific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

20

Rezoning Factors to Consider

RE: Question One (previous page)

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



21

Rezoning Factors to Consider

RE: Question Two (previous page)

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

22

SPOT ZONING



Characteristics

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

Result

- Typically ruled invalid if challenged in court.

23

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
April 6, 2021

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, April 6, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: Chair J. Cardillo, A. Andres, S. Mittlefehldt, W. Premeau, Vice-Chair M. Larson, E. Brooks, M. Dunn*,
Absent: none
* Joined the meeting after roll call

AGENDA

It was moved by A. Andres, seconded by M. Larson, and carried 6-0 to approve the agenda.

MINUTES

The minutes of February 2nd were approved by consensus.

CONFLICT OF INTEREST
J. Cardillo stated that she spoke with City Planner D. Stensaas about this, related to the 505 Lakeshore Blvd. rezoning request, that a tenant of the building – not the owners – is a client of her business and that she has stands to have no stake in the rezoning request and we didn't feel it was necessary for me to recuse myself but wanted to make that clear that I do have an association with a tenant in that building.

PUBLIC HEARINGS
01-REZ-04-21: Rezoning request for Vacant land on Lakeshore Blvd (PIN: 0490040)

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

She also stated that the Planning Commission has received agenda packets which included the staff report and analysis and showed that on the screen, and she also showed the applicant's Special Land Use Permit application with attachments including the area map with the parcel outlined in blue, the block map with parcel outlined in blue, and photos of the site. She said that there was no correspondence for the case and asked if there were any questions for staff.

It was moved by S. Mittlefehldt, seconded by W. Premeau, and carried 6-0 to suspend the rules for discussion.

S. Mittlefehldt stated that she had questions about the area. She is happy with the addition it makes to commercial activity in an area that is appropriate, but she feels like it is odd that there is that tiny little bit of municipally zoned land in an otherwise mixed-use area. She stated that at first, she felt like it was a no-brainer and that it made a lot of sense, but then started thinking about in the Master Plan, looking at the zoning map, it does have it where there is a tiny sliver of municipal-zoned land on the old railroad bed. She stated that north of the site the municipal railroad bed gets a lot of use from the community, a lot of dog walkers and wildlife, and her concern was if that sets a precedent for the rest of the railroad corridor. She also asked if all the property in that old railroad corridor was owned by the City or is it just zoned Municipal for public use.

A. Landers stated that all Municipal zoning is on property owned by the City, and that there is a deed

restriction that prevents the City from selling the property and [if transferred] it must be given to adjacent land owners.

City Planner and Zoning Administrator D. Stensaas stated this is a case where the property owner requested that the city sell the land to the property owner and the city does not have a need for that property. There is not going to be a trail through there at this point.

*M. Dunn joined the meeting at 6:12 p.m.

W. Premeau stated that he wanted to know if Engineering and Public Works had seen this, because at one time the City Engineer had plans to use that railroad right of way to get utilities out of the road. He also asked if other portions of the railroad right of way would be given to neighbors.

D. Stensaas stated he had not heard of that, but that the staff that is here now does not see a reason to keep the property anymore, and there are no utilities going through that portion of the property and there are no easements. He stated that the city does not really have any constraints as far as needing to maintain anything there over time. He also stated that the city did give some of the former railroad property on the south side of Michigan Street last year to the property owners that had it cutting through their lots, to square up those lots, as a result of the lighthouse project negotiations with those neighbors.

J. Cardillo asked if there were any other questions.

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

NEW BUSINESS
A. 07-SUP-04-20: Special Land Use Extension Request for 200 S. Fifth St.

A. Landers stated that attached to the agenda was correspondence from Richard Tegge, of Wealth Strategy Group. He is requesting an extension to the previously approved special land use site plan for an attached single-family dwelling located at 200 S. Fifth Street. This project will currently expire on April 21, 2021. Attached also was the excerpt of the April 21, 2020 planning commission minutes. Per the Land Development Code, if action is not taken by the petitioner to implement a special land use within 1 year of its approval by the Planning Commission, that said permit shall expire, so that is why he is asking for an extension.

> *It was moved by S. Mittlefehldt, seconded by M. Larson, and carried 7-0 to approve the request for an extension for case 07-SUP-04-20 with the expiration date to be 04-21-22.*

WORK SESSION
A. Planning Commissioner Training Primer

City Planner and Zoning Administrator D. Stensaas stated that we had a nice, long break from Planning Commission meetings, but it seems everyone remembers what we do. He also stated that it is good to review some of the basics once in a while and he shared his screen to show the agenda materials for the work session and discussed several points related to doing the job of Planning Commissioner effectively and on parliamentary procedures used by the Commission.

M. Dunn stated that he had a question about the second and if there is room to have discussion after a motion is made, but before a second, because he has been stuck in the situation where initially he would have wanted to second a motion, but then something comes up for a reason not to and I kind of want to say why he was not seconding it, but did know if he was allowed to have that discussion in between the motion and the second.

D. Stensaas stated that he felt like in a small board with relaxed rules you can kind of get away with that, but that he would do the research and give the answer from the book.

COMMISSION AND STAFF COMMENTS

J. Cardillo stated that she would like A. Landers to speak to the possibility of resuming in-person meetings, and asked her to start.

A. Landers stated that tentatively the plan is to begin in-person meetings again in June. D. Stensaas stated That the reason for that is the City Commission is planning to have limited-capacity in-person meetings beginning in June and the Manager would like the other boards and committees to follow suit.

S. Mittlefehldt stated that she was wondering about the tree clearing that was done along the shoreline north of Wright St. and why the trees were removed. D. Stensaas stated that he would look into it.

W. Premeau stated that he liked the Coastlines and People Report done by NMU and Sarah recently, and said that it is a nice document. S. Mittlefehldt stated her thanks and that is was a good project and she was glad to work on it and that J. Cardillo and her husband did great work on the graphics.

M. Dunn stated that he has a concern about the crossing out on 553 right by Marquette Mountain, both going from the parking lot to the ski area and, also up where the mountain bike trails, or the parking is there. He was just wondering if someone could steer him in the right direction or if there is anything that could be done about it, but that there needed to be some sort of pedestrian crossing there. He was very concerned that it is just a matter of time before someone dies out there with people walking across the road with skis and boots and poles and kids. He feels it is just a disaster waiting to happen as car go through at 60 mph right there and the mountain bikers going across, too.

D. Stensaas stated he thinks the city is looking into that, that there have been people that have contacted the police. That part of the highway is controlled by the state. He stated that he will ask that question at the Corridor Advisory Group meeting coming up on the 13th, or contact someone at MDOT before then. He also stated that they are going to be looking at the site plans for development on South US 41 at that meeting, and that case will be on your agenda for the next meeting. He also stated that the City doesn't bring cases to them all that often, but we have the one for the meeting on the 13th and he will ask what is happening with that request.

D. Stensaas stated that he would like to mention that S. Front St., between Genesee St. and Shiras Hills, will be undergoing reconstruction in the summer of 2022 and that he and the City Engineer met with MDOT last fall to discuss possible curb cuts and pedestrian safety improvements and traffic calming in the project area, and that several proposals were made including a boulevard, a mid-block crossing and pedestrian refuge island off the Craig St. right-of-way by the Women's Center, and speed tables, and sidewalk additions, but that it appears there is really nothing that MDOT is able to do for traffic calming. He stated the only thing that looks possible is some sidewalk additions, which the City will pay for, and they did say they would look at pedestrian safety improvements at the Front/Genesee intersection, with signal timing and to make it more visible. He also stated that he would follow up as he had more information to share.

J. Cardillo stated that she was wondering if D. Stensaas had been in touch with MarqTran or [City appointee to the MarqTran board of directors] Taylor Klipp, as Mr.Klipp said previously he would do a presentation or update about transit for the Planning Commission. D. Stensaas stated that he had recently been in touch with Mr. Klipp, and with another appointee to MarqTran's board, but neither conversation touched on transit. He also stated that he would follow up with Mr. Klipp and report back.

ADJOURNMENT
The meeting was adjourned by Chair J. Cardillo at 6:55 p.m.

Prepared by:

David Stensaas

David Stensaas, City Planner and Zoning Administrator
Planning Commission Secretary
Transcriptionist ach/ Imedat

Agenda Date: 5/10/2021

Consent Agenda

Approve the minutes of the May 4, 2021 special Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- May 4 Minutes

300 West Baraga Avenue
Marquette, Michigan 49855

City of Marquette, MI

Meeting Minutes
City Commission Meeting

Tuesday, May 4, 2021
5:15 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Sally Davis moved to Approve the agenda as presented, seconded by Commissioner Cody Mayer and Carried Unanimously.

Announcements

Mayor Smith had no announcements.

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

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

There were no members of the public waiting to comment.

1. Consent Agenda

Commissioner Jessica Hanley moved to Approve the Consent Agenda, seconded by Commissioner Evan Bonsall and Carried Unanimously.

1.a. Approve the minutes of the May 1, 2021 special Commission meeting.

New Business

2. City Manager Search

Commissioner Cody Mayer moved to Authorize suspending the rules for discussion, seconded by Commissioner Jessica Hanley and Carried Unanimously.

Mayor Smith said that she would like each Commissioner to state their top two picks of the candidates that interviewed on May 1 for the job of Marquette City Manager.

After all commissioners had announced their preferences, the candidates received the following vote totals:

Karen Kovacs: 4
John Kramer: 4
Richard Downey: 2
Sean Hobbins: 1
Gary Simpson: 1
Daniel Stoltman: 1

The Commission then voted a second time. After the second vote, the tabulation was as follows:

John Kramer: 7
Karen Kovacs: 6

The Commission then discussed the possibility of requesting a second interview with each candidate, to be conducted remotely, and there was discussion of whether to cast a single vote for a candidate tonight. Commissioners discussed options with Consultant Frank Walsh, ultimately expressing a preference to hold a second round of interviews, focused more heavily on dialogue and getting to know the candidates.

Commissioner Jessica Hanley moved to Authorize inviting both Karen Kovacs and John Kramer to participate in a second, remote, interview with the City Commission, seconded by Commissioner Evan Bonsall and Carried Unanimously.

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

There were no public comments.

Comments from the Commission

There were no comments from the Commission.

Comments from the City Manager

City Manager Mike Angeli said staff would work to schedule a meeting for the candidate interviews.

Adjournment

Mayor Smith adjourned the meeting at 5:40 p.m.

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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

Agenda Date: 5/10/2021

Consent Agenda
Application for License to Use City Property Adjacent to 1000 Spruce Street

BACKGROUND:

Mr. Craig Belmonte has submitted an application to use a small portion of the Prospect Street right-of-way for the placement of a new fence that will also be placed on his property at 1000 Spruce Street, as shown in the attached license application. All City staff reviewers approved of the request and the City Attorney has drafted the license. Mr. Belmonte has signed the license.

FISCAL EFFECT:

The application fee for a License to Use City Property is currently $250 and has been paid.

RECOMMENDATION:

Approve the License, and authorize the Mayor and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Signed License Agreement_02-PRU-04-2021
- Application Packet 02-PRU-04-2021_1000 Spruce St.

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, the "City", and Craig S. Belmonte, of 1000 Spruce Street, Marquette, MI 49855, "Belmonte", licensee, enter into this agreement on _____, 2021, subject to the following conditions:

1. Background. The City owns the Park Street public right of way, in the City of Marquette, and State of Michigan.
   Belmonte desires to build a fence ("Fence"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of $250.00, the City grants to Belmonte the right to construct the Fence on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Belmonte shall construct, and at all times while this License is in effect, maintain the Fence in good repair. Belmonte shall be responsible for all fees and expenses related to the construction and maintenance of the Fence and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Fence except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Belmonte shall be responsible for any removal of, repair to or replacement of the Fence in connection with utility work. Belmonte shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. Belmonte shall reimburse the City for any physical damages to the City's public right of way caused by Belmonte's use on the real estate. Belmonte, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Belmonte's use. Belmonte's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Belmonte reserves the right to control the defense and settlement of any claim for which Belmonte has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Belmonte shall remove the Fence from the real estate, at his own expense. Belmonte shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

_____
By: Jennifer A. Smith
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2021, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

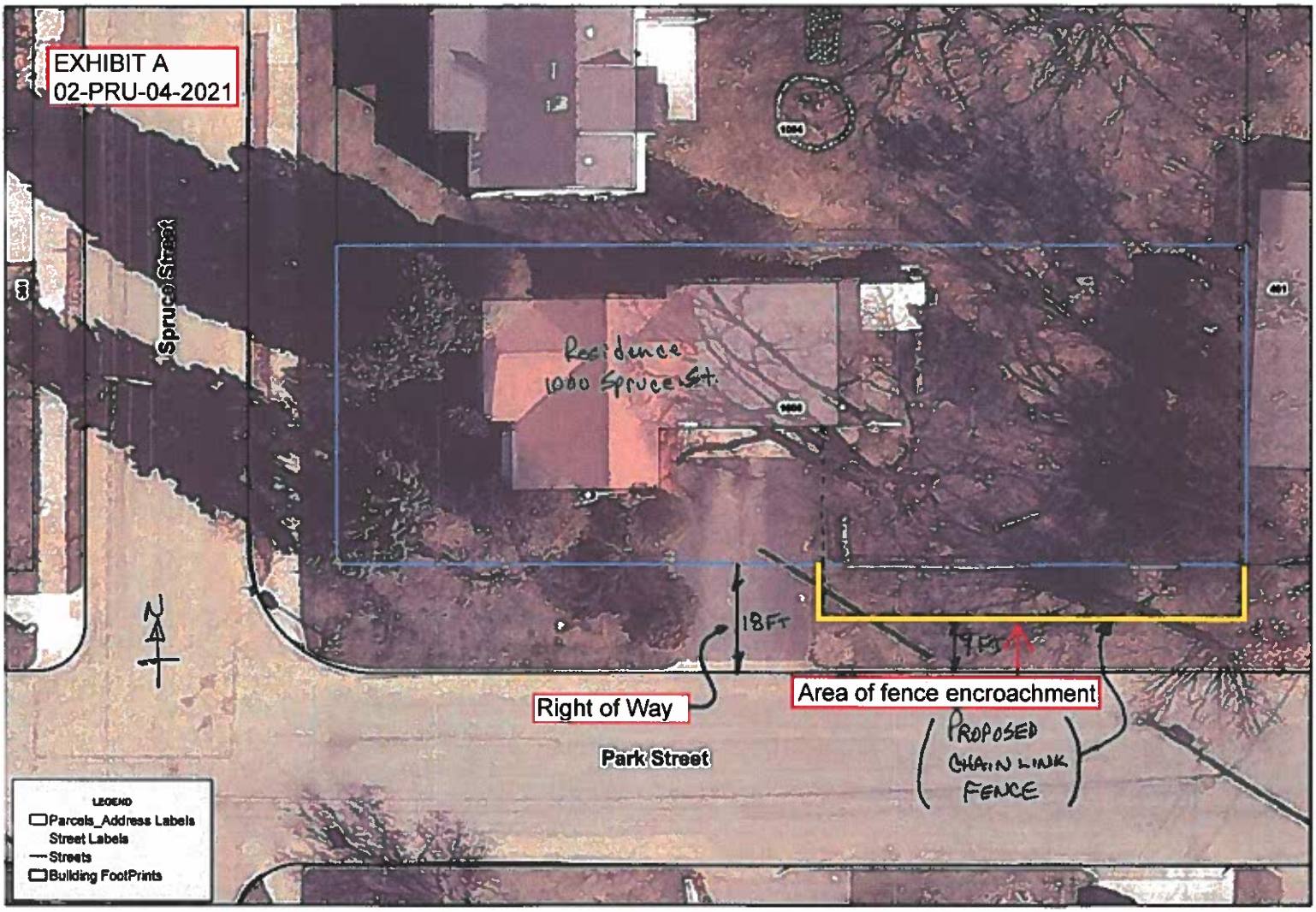
Craig S. Belmonte

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on April 23, 2021, by Craig S. Belmonte.

Ann M Cook
Ann M Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.



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

1 inch = 20 feet

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

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

Fee $250 dl# 5287 rec# 235218 **CITY STAFF USE**

Date Submitted: 4-7-21 Parcel ID#: 0380030 File #: 02-PRU-04-2021

Property Address/Location: 1000 Spruce Street

Adequate Legal Description Submitted: Y / N Anticipated Hearing Date: 04-26-21

NOTE- PLEASE MAKE A CASE FILE FOR THIS REQUEST AND INCLUDE A COPY OF THE APPLICATION, THEN ROUTE THE ORIGINAL FOR SIGNATURES.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: CRAIG S. BELMONTE

Address: 1000 SPRUCE STREET

City, State, Zip: MARQUETTE, MICH. 49855

Phone #: (Cell) (810) 542-0340

Fax #: ———

Email: cbzhere@hotmail.com

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

APPLICANT'S REPRESENTATIVE

Name:

Address:

City, State, Zip:

Phone #:

Fax #:

Email:

SAME

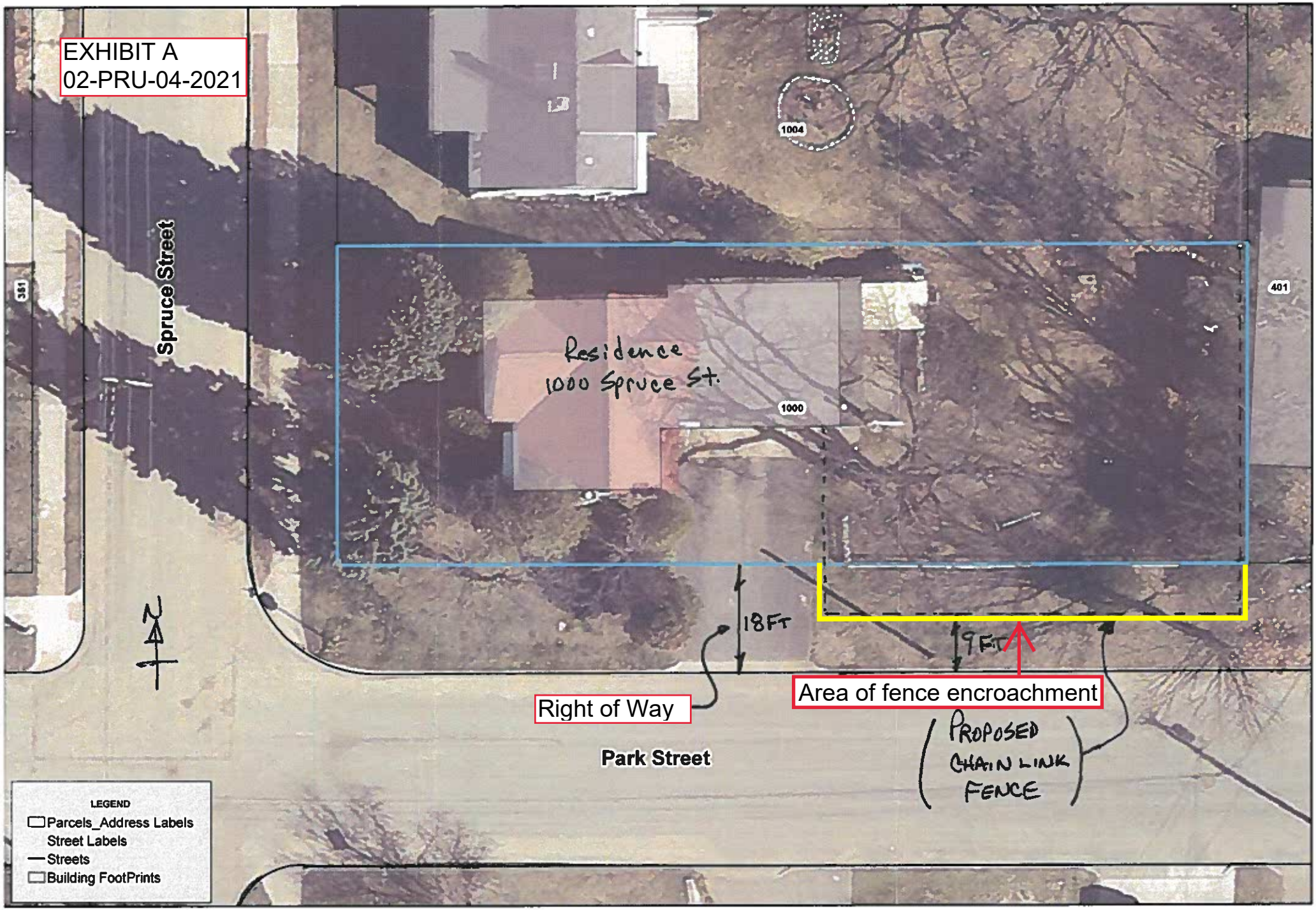
****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?
1000 Spruce St., MQT, MI 49855

Please describe the reason or necessity for the requested license/easement for use of the City property:
The city easement is 18 ft. from the Park St. curb. We would like to put the fence at 9ft. from the Park St. curb to:
1) maximize the lawn available within the fence.
2) retain a nice look to the side yard.
3) allow for future consideration of a sidewalk along Park Street.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

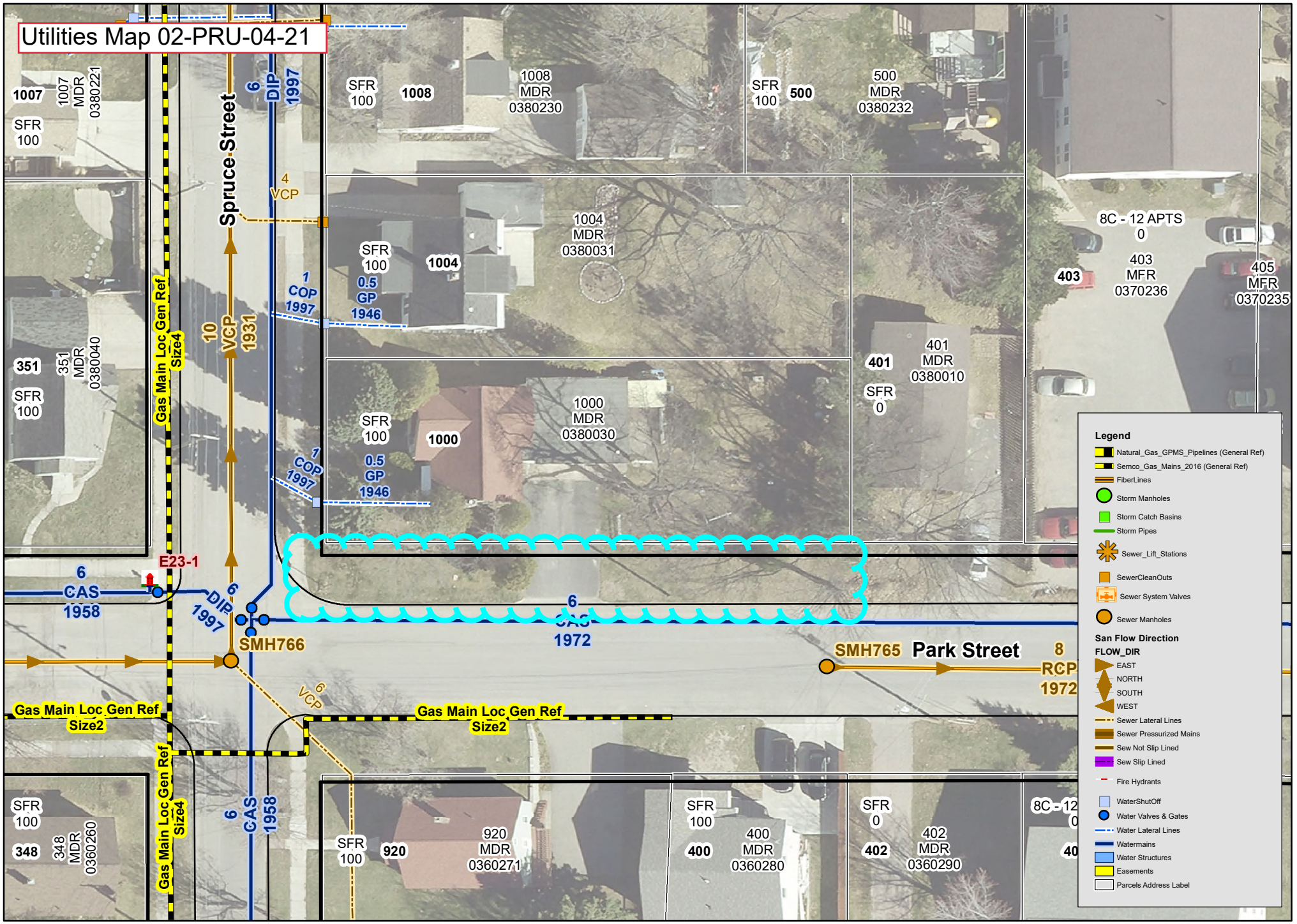
Attachments: SEE ATTACHED AERIAL PHOTO



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

N W E S

1 inch = 20 feet



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

File #: 02-PRU-04-2021 Parcel ID#: 0380030

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

Reviewing Department	Recommend Approval	Comments
Planning & Zoning-Community Development Date Received: 4-07-2021	Yes	While staff cannot recommend to approve placing permanent/fixed objects in the ROW, there are no utilities on this side of the street and so the request appears to be reasonable.
Treasurer Date Received: 04/12/21	Yes	Applicant has no outstanding payments due to the City at this time.
Police Date Received: 4/12/21	Yes	No comment.
Engineering- Community Development Date Received: 4/12/21	Yes	Home utilities go to Spruce Street, so no issues. Homeowner must remove fence as part of license for future City construction or sidewalk extension.
DPW Date Received: 4/12/21	Yes	No comment.
Fire Date Received: 04/15/21	Yes	No Comments
Community Services (Parks & Rec.) Date Received: ----------	N/A	N/A

Agenda Date: 5/10/2021

Consent Agenda
Deed for Property Adjacent to Railroad Right-of-Way

BACKGROUND:

Lakeshore Park of Marquette, Inc. has requested the City transfer ownership of a section of abandoned LS&I railroad right-of-way that abuts their property at 505 Lakeshore Boulevard. The property in question is not in use by the City and City staff have reviewed the survey to ensure the City right-of-way and sidewalks are not affected by this transfer. Due to the conditions of the abandoned LS&I railroad right-of-way, the property cannot be sold and can only be transferred back to the adjacent property owner via a Quitclaim Deed.

This property transfer is contingent on the rezoning request Public Hearing on this agenda and should only be approved if the rezoning was also approved.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Direct the City Attorney to prepare a Quitclaim Deed to transfer the abandoned section LS&I railroad right-of-way to Lakeshore Park of Marquette, Inc., authorize the Mayor and Clerk to sign the Quitclaim Deed, and direct the City Manager to execute the property transfer.

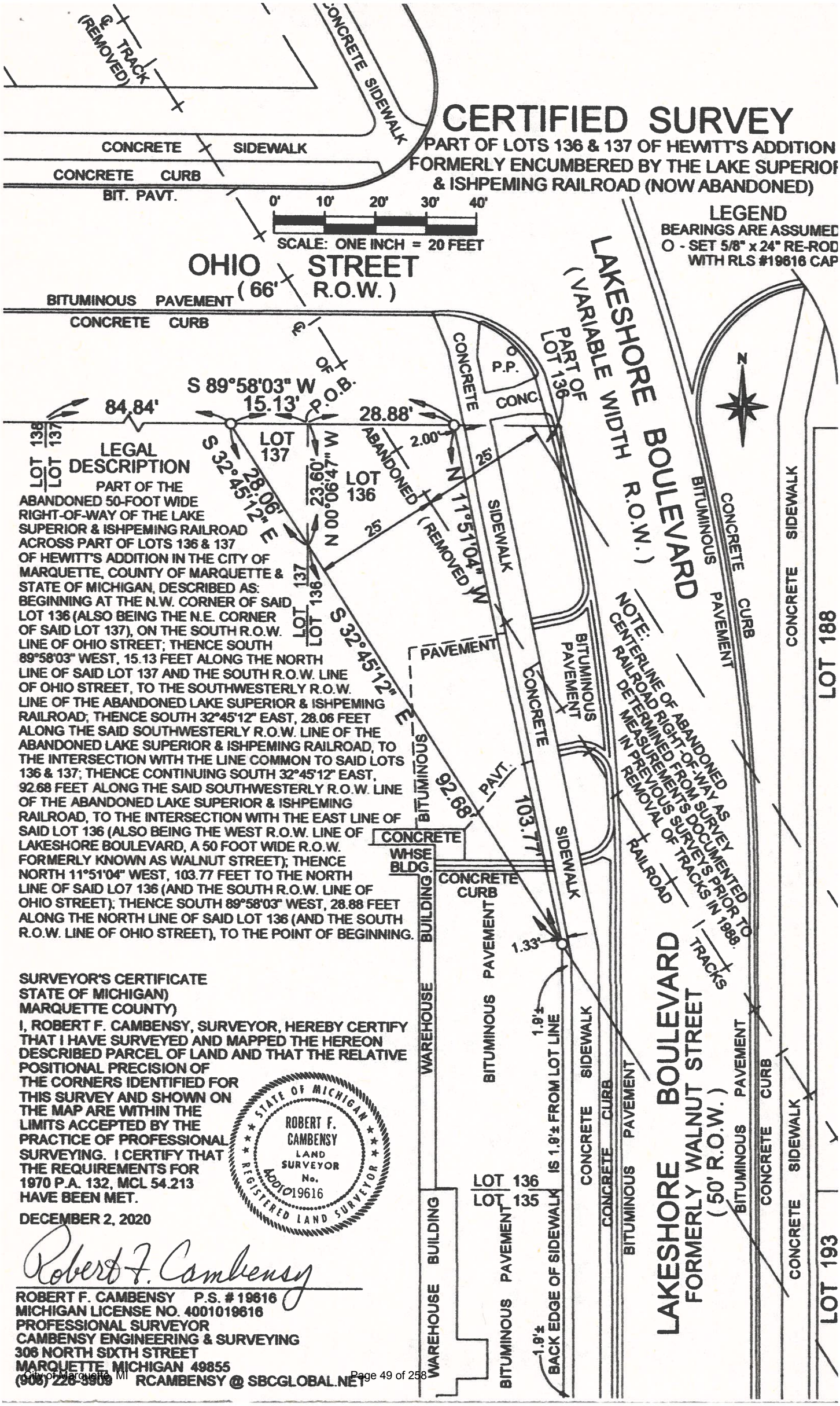
ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Survey
- Map



LEGAL DESCRIPTION

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

SURVEYOR'S CERTIFICATE
STATE OF MICHIGAN)
MARQUETTE COUNTY)

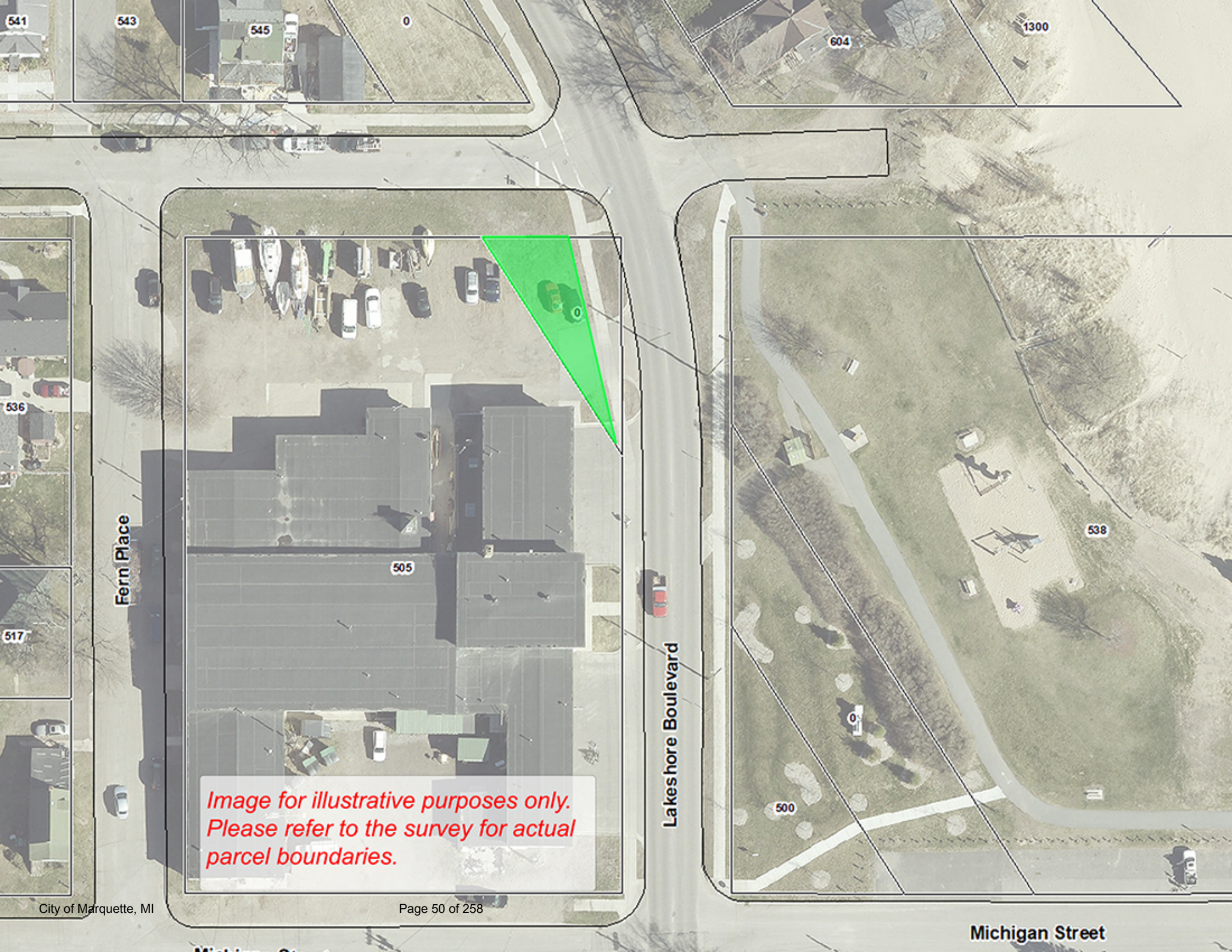
I, ROBERT F. CAMBENSY, SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREON DESCRIBED PARCEL OF LAND AND THAT THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING. I CERTIFY THAT THE REQUIREMENTS FOR 1970 P.A. 132, MCL 54.213 HAVE BEEN MET.

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

DECEMBER 2, 2020

Robert F. Cambensy

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


541
543
545
0
604
1300
536
517
505
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538
0
500
Fern Place
Lakeshore Boulevard
Michigan Street
Image for illustrative purposes only.
Please refer to the survey for actual
parcel boundaries.

Agenda Date: 5/10/2021

Consent Agenda
Front-Load Cuda Parts Washer Purchase

BACKGROUND:

Motor Pool's current Parts Washer was originally purchased in the mid 1990s. This tool is used daily and has started to show extensive wear.

A quote was requested from All-Lift Systems of Iron Mountain, Michigan, the only authorized Cuda dealer in our area. The cost to purchase Cuda Parts washer from All-Lift Systems will not exceed $23,000 as the freight cost could only be estimated at the time of the quote.

FISCAL EFFECT:

The Motor Pool Fund Operating budget for FY 20-21 contains sufficient funds to purchase.

RECOMMENDATION:

Approve the Purchase of a Front-load Cuda Parts Washer Model 2840 from All-Lift Systems of Iron Mountain, Michigan in an amount not-to-exceed $23,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Quote

QUOTE

ALL-LIFT SYSTEMS INC.
All-Lift, All The Time!!
CONTRX INDUSTRIES INC
USS CONTRX CRANES KEI
Lifting Industry™

1400 N. Cedar Avenue
Iron Mountain, MI 49801
Phone: (906) 779-1620
Fax: (906) 779-9897

Order Number: 0421893
Order Date: 4/21/2021
Expiration Date: 5/21/2021
Salesperson: JB
Customer Number: 02-0001222

Sold To:
MARQUETTE, CITY OF
300 W. BARAGA
ACCOUNTS PAYABLE -TERRA BAHRMA
MARQUETTE, MI 49855-4763

Ship To:
CITY OF MARQUETTE
1100 WRIGHT STREET
Marquette, MI 49855

Confirm To: CARL MILLER **Contact Phone:**

Customer P.O.	Ship VIA	F.O.B.	Terms
	BEST WAY	PPD & ADD	NET 30

Item Number	Whse	Unit	Ordered	Shipped	Price	Amount
SPE0051	002	EACH	1.000	0.000	14,320.95	14,320.95

ZC100-2840MS FRONT-LOAD CUDA PARTS WASHER MODEL 2840
MILD STEEL CONSTRUCTION
28" TURNTABLE DIA. X 40" WORKING HT
LOAD CAPACITY: 1000LBS
3HP PUMP 50 GPM @ 45PSI
50 GAL. SUMP 6KW HEATER
OIL SKIMMER, LOW WATER SHUTOFF, WHEELS
INCLUDED (NO CHARGE):

~PREFERRED OPTION KIT CONTAINS: SMALL PARTS BASKET, SKIMMED OIL CONTAINER, TURNTABLE CONTAINMENT RING, PARTS TREE
~DETERGENT AND INHIBITOR: 40# CUDA PREMIUM DETERGENT AND 1 GAL. VCI CORROSION INHIBITOR

* THE FOLLOWING OPTIONS ARE NOT INCLUDED IN THE ABOVE PRICE

SPE0051	002	EACH	1.000	0.000	51.15	51.15

#AM HOUR METER

SPE0051	002	EACH	1.000	0.000	375.15	375.15

#AF AUTOMATIC WATER FILL

Continued

QUOTE

ALL-LIFT SYSTEMS INC.
All-Lift, All The Time!!
CONTRX INDUSTRIES INC
USS CONTRX CRANES KEI
Lifting Industry™

1400 N. Cedar Avenue
Iron Mountain, MI 49801
Phone: (906) 779-1620
Fax: (906) 779-9897

Order Number: 0421893
Order Date: 4/21/2021
Expiration Date: 5/21/2021
Salesperson: JB
Customer Number: 02-0001222

Sold To:
MARQUETTE, CITY OF
300 W. BARAGA
ACCOUNTS PAYABLE -TERRA BAHRMA
MARQUETTE, MI 49855-4763

Ship To:
CITY OF MARQUETTE
1100 WRIGHT STREET
Marquette, MI 49855

Confirm To: CARL MILLER **Contact Phone:**

Customer P.O.	Ship VIA	F.O.B.	Terms
	BEST WAY	PPD & ADD	NET 30

Item Number	Whse	Unit	Ordered	Shipped	Price	Amount
SPE0051	002	EACH	1.000	0.000	739.55	739.55
#TMR 24/7 TIMER FOR HEATER AND OIL SKIMMER						
SPE0051	002	EACH	1.000	0.000	2,325.25	2,325.25
#DLX KIT SIDE DETAIL TRAY W/SEPARATE SUMP AND PUMP						
SPE0051	002	EACH	1.000	0.000	3,948.85	3,948.85
FILTRATION & SUMP SWEEP 30" X 8" BAG TYPE FILTER WITH PRESSURE GAUGES AND SWEEP FEATURE FOR FILTERING SUMP SEDIMENT						
SPE0051	002	EACH	1.000	0.000	290.65	290.65
SET-UP & TRAIN SUPPLIER SERVICE TECH WILL BE PRESENT FOR SET-UP ASSISTANCE AND ONSITE USER TRAINING (CUSTOMER MAKES CONNECTIONS TO UTILITIES)						

Inbound and outbound freight, installation, and any applicable sales tax are not included unless otherwise noted.

All Lift Systems, Inc. Sales Terms and Conditions are available on our website.
Visit us on the web: www.all-liftsystems.com

Created By: Jennifer Losiniecki 4/21/2021
Updated By: Jennifer Losiniecki 4/21/2021

Net Order:	22,051.55
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	22,051.55

Agenda Date: 5/10/2021

Consent Agenda
Hewitt Avenue, Pine Street, Front Street and College Avenue Reconstruction Projects

BACKGROUND:

Plans have been developed for the package reconstruction project for the following streets:

- Hewitt Avenue: Pine Street to Spruce Street
- Pine Street: Hewitt Avenue to Prospect Street
- Front Street: Magnetic Street to Fair Avenue
- College Avenue: Presque Isle Avenue to Front Street

The projects have prior Planning Commission and City Commission approval and meet Master Plan and Capital Improvement Plan requirements. The work will consist of roadway and curbing reconstruction, full replacement of all water, storm sewer and sanitary sewer utilities and partial sidewalk replacements. The Engineer's estimate for this project was $2,724,042.25.

Bids for the project were opened on April 21, 2021. Five contractors responded to our request for bids. The results are summarized below:

Vendor	Bid as Written	Bid as Checked
Smith Construction Inc.	$2,216,500.00	$2,216,500.00
Oberstar Inc.	$2,443,624.20	$2,311,608.70
Ruotsala Construction LLC	$2,487,054.50	$2,406,034.50
FA Industrial Services	$2,517,359.05	$2,517,359.05
A. Lindberg & Sons, Inc.	$3,668,793.45	$3,668,793.45

Tabulation and checking of the bids found errors on some of the contractor's bids. Errors were mathematical and had no bearing on the final outcome.

FISCAL EFFECT:

The Hewitt Avenue, Pine Street, Front Street and College Avenue reconstruction projects were approved under the FY 2021 budget. These projects will be part of the FY 2021 bond package.

RECOMMENDATION:

Approve a contract for the package reconstruction project of Hewitt Avenue, Pine Street, Front Street and College Avenue to Smith Construction, Inc. in the amount of $2,216,500.00, based on the quantities and unit prices bid, and allow the City Manager to use a 10 percent contingency for

any unknown circumstances, and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Smith Construction Inc Contract
- CIP-Hewitt Avenue
- CIP-Pine Street
- CIP-Front Street
- CIP-College Avenue

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Hewitt Avenue, Pine Street, Front Street and College Avenue Reconstruction Project

PROJECT NUMBERS: MQ20-021, MQ20-030, MQ20-020, MQ20-023

THIS AGREEMENT, made this 10th day of May, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Smith Construction, Inc. of Marquette Michigan, a Michigan Corporation, holding license number 38-100536, hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is May 10th, 2021, and the completion date of this project is September 25th, 2021. The Contractor shall be penalized in the amount of $1,550 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $2,216,500.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.

6. Safety and Fire Protection:
   The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in

Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least $5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the

Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

ARTICLE 17

FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter refereed to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section

21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports**:
   The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**:
   In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**:
   The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20___.

THE CITY OF MARQUETTE

_____
Witness

_____
Jennifer A. Smith, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

SMITH CONSTRUCTION, INC.

Mikael Kilpela
Witness

Ann Cole
Witness

By: Wyatt Smith

Its: Project Manager

Address: 4590 US 41 W, Marquette, MI 49855

Telephone#: 906 228 7285

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
L. Michael Angeli
City Manager

2017 -2022 CAPITAL IMPROVEMENT PROGRAM – 2020 PROJECT REQUEST FORM

I.D.#

DEPARTMENT CONTACT INFORMATION

	Date: 2/1/2016	Department Priority: Low, Medium, High High
	Department: Community Development	Project Location: Hewitt Avenue (Pine to Spruce Street)
	Project Title: Hewitt Avenue Reconstruction (Pine to Spruce Street)	Estimate Funding Request: $673,054
	Contact: Keith Whittington – City Engineer	Estimate Useful Life of Asset (Years): 0

SYSTEM CATEGORY:

☒ Street System	☒ Sidewalk/Pathway System
☒ Sanitary Sewer System	☐ Public Buildings
☒ Water System	☐ Public Parks/Grounds
☒ Storm Sewer/Drainage System	☐ Marinas
☐ Bridge System	☐ Motor Pool/Fleet/Major Equipment
☒ Transportation Safety	☒ Public Safety

PURPOSE OF PROJECT:

☒ Regulatory or Ordinance Requirement	☐ Expanded Service
☒ Conforms to Adopted Plan	☐ New Operation
☒ Upgrade/Replace Existing Asset	☒ Scheduled Replacement
☐ New Asset	☐ Extend Asset Useful Service Life
☒ Health and Safety Issue	☐ Other
☐ Economic Development	

PROJECT DESCRIPTION

This project will continue the reconstruction that was finished east of Spruce Street in 2014. The fire flows and the piping servicing the properties along this section of Hewitt Avenue are dependent on a 6 inch 1887 sand cast iron pipe. This project will upsize the existing pipe to 8 inch D.I. piping to improve fire flows, increase residential/business flows, and replace aged/failing pipe. The existing sanitary sewer is an 8 inch 1891 clay pipe and will be replaced with 8 inch PVC piping. All sanitary sewer manholes and laterals will be replaced. The existing storm sewer was installed in 1921 with clay piping and will be replaced/extended with 12 inch RCP piping. Structures will be replaced and added as required. The street is currently rated a 4 under our Paser rating system. The curbing is in poor condition. Sidewalks will be replaced when required.

The street cross section will be constructed to meet current design standards and guidelines.

Picture Title: Hewitt Avenue From Pine Street to Spruce Street



PROJECT PLANNING AND FINANCING

Proposed Fiscal Year Planned: 2020	Estimate New Effect on Operating Cost, Revenues, Staffing, etc? $ N/A
Name of Account Funding: Street, Water, Sanitary, Storm	*Explain: Effect is difficult to quantify as it relates to operation costs. There will be a savings as it relates to maintenance of the street surface and any repairs that will be required when any of the utilities fail. . The social impact as it relates to reliable water, sewer and a drivable street is important for a functional community. Future development is vital with a new street and utilities.*
Outside Funding Sources: No Amount: $	*Postponement will ultimately increase funding for the following year due to labor, equipment, and material cost increases.*
Does Asset Have a Salvage Value? No Amount: $	
Estimate Asset Useful Life Extension (Years): Pavement Structure 50 , Utilities 80-100	

2021 CAPITAL IMPROVEMENT PROGRAM PROJECT REQUEST FORM

I.D. #21-43

DEPARTMENT CONTACT INFORMATION

	Date: 1/28/2020	Department Priority: Low, Medium, High High
	Department: Community Development	Project Location: Pine Street from Prospect Street to Hewitt Avenue
	Project Title: Pine Street Reconstruction	Estimate Funding Request: $332,712
	Contact: Keith Whittington, City Engineer	Estimate Useful Life of Asset (Years): 0

SYSTEM CATEGORY:

☒ Street System	☒ Sidewalk/Pathway System
☒ Sanitary Sewer System	☐ Public Buildings
☒ Water System	☐ Public Parks/Grounds
☒ Storm Sewer/Drainage System	☐ Marinas
☐ Bridge System	☐ Motor Pool/Fleet/Major Equipment
☐ Transportation Safety	☒ Public Safety

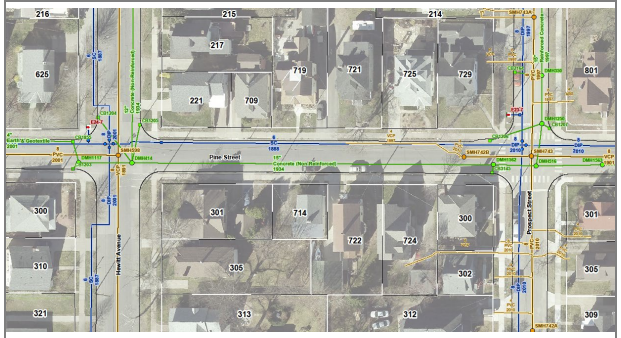
PURPOSE OF PROJECT:

☒ Regulatory or Ordinance Requirement List: GASB34,ACT399 & 451,City Code Sec.48	☐ Expanded Service
☒ Conforms to Adopted Plan List: Master Plan, Strategic Plan	☐ New Operation
☒ Upgrade/Replace Existing Asset	☒ Scheduled Replacement
☐ New Asset	☐ Extend Asset Useful Service Life
☒ Health and Safety Issue	
☐ Economic Development	

PROJECT DESCRIPTION

The fire flows and the piping servicing the properties along this section of Pine Street are dependent on a 6-inch 1888 sand cast iron pipe. This project will upsize the existing pipe to an 8-inch D.I. piping to improve fire flows, increase residential flows, and replace aged/failing pipe. There currently is only a sanitary sewer main stub that ends 60 feet south of the Hewitt Avenue intersection. The rest of the block is serviced by shared backyard common laterals or a common lateral that runs down Pine Street. The existing sanitary sewer main stub will be extended up Pine Street with 8-inch PVC piping to service the residents of this block. The existing storm sewer is non reinforced concrete piping that was installed in 1934. The storm sewer will be replaced with reinforced concrete piping with required structures to control storm water runoff. The street is currently rated a 5 under our Paser rating system with the street requiring complete replacement. The curbing is in poor condition and will be replaced. Sidewalks will be replaced when required. The street cross section will be constructed to meet current design standards and guidelines.

Picture Title: Pine Street from Prospect to Hewitt Avenue



PROJECT PLANNING AND FINANCING

Proposed Fiscal Year Planned: 2021	Estimate New Effect on Operating Cost, Revenues, Staffing, etc? $ N/A
Name of Account(s) Funding: Street, Water, Sanitary, Storm, Sidewalk	*Explain:* Effect is difficult to quantify as it relates to operation costs. There will be a savings as it relates to maintenance of the street surface and any repairs that will be required when any of the utilities fail. The social impact as it relates to reliable water, sewer and a drivable street is important for a functional community. P*ostponement will ultimately increase funding for the following year due to labor, equipment, and material cost increases*
Outside Funding Sources: No Amount: $	
Does Asset Have a Salvage Value? No Amount: $	
Estimate Asset Useful Life Extension (Years): Pavement Structure 50, Utilities 80-100	

2017 -2022 CAPITAL IMPROVEMENT PROGRAM – 2020 PROJECT REQUEST FORM

I.D.#

DEPARTMENT CONTACT INFORMATION

	Date: 2/1/2016	Department Priority: Low, Medium, High High
	Department: Community Development	Project Location: Front Street (Magnetic Street to Fair Avenue)
	Project Title: Front Street Reconstruction (Magnetic Street to Fair Ave.)	Estimate Funding Request: $ 1,037,719
	Contact: Keith Whittington – City Engineer	Estimate Useful Life of Asset (Years): 0

SYSTEM CATEGORY:

☒ Street System	☒ Sidewalk/Pathway System
☒ Sanitary Sewer System	☐ Public Buildings
☒ Water System	☐ Public Parks/Grounds
☒ Storm Sewer/Drainage System	☐ Marinas
☐ Bridge System	☐ Motor Pool/Fleet/Major Equipment
☒ Transportation Safety	☒ Public Safety

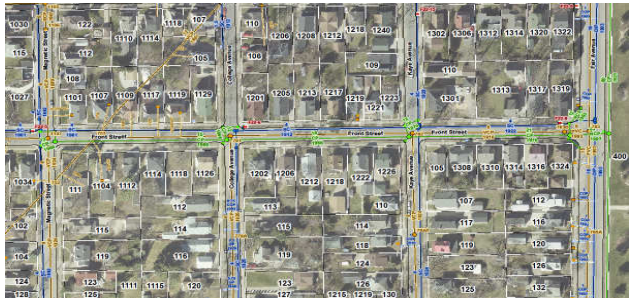
PURPOSE OF PROJECT:

☒ Regulatory or Ordinance Requirement	☐ Expanded Service
☒ Conforms to Adopted Plan	☐ New Operation
☒ Upgrade/Replace Existing Asset	☒ Scheduled Replacement
☐ New Asset	☐ Extend Asset Useful Service Life
☒ Health and Safety Issue	☐ Other
☐ Economic Development	

PROJECT DESCRIPTION

The fire flows and the piping servicing the properties along this section of Front Street are dependent on a 4 inch 1901, 1912, and 1922 sand cast iron pipe. This project will upsize the existing pipe to an 8 inch D.I. piping to improve fire flows, increase residential/business flows, and replace aged/failing pipe. The existing sanitary sewer is an 8 inch 1916 clay pipe and will be replaced with 8 inch PVC piping. All sanitary sewer manholes and laterals will be replaced. The existing storm sewer is concrete piping that was installed in 1966 and 1970. Replacement of the main line piping is not anticipated but all storm structures will be replaced and catch basins added as required. The street is currently rated a 4 under our Paser rating system. The curbing is in poor condition. Sidewalks will be replaced when required. The street cross section will be constructed to meet current design standards and guidelines.

Picture Title: Front Street From Magnetic St. to Fair Ave.



PROJECT PLANNING AND FINANCING

Proposed Fiscal Year Planned: 2020	Estimate New Effect on Operating Cost, Revenues, Staffing, etc? $ N/A
Name of Account Funding: Street, Water, Sanitary, Storm	*Explain: Effect is difficult to quantify as it relates to operation costs. There will be a savings as it relates to maintenance of the street surface and any repairs that will be required when any of the utilities fail. . The social impact as it relates to reliable water, sewer and a drivable street is important for a functional community. Future development is vital with a new street and utilities.*
Outside Funding Sources: No Amount: $	
Does Asset Have a Salvage Value? No Amount: $	*Postponement will ultimately increase funding for the following year due to labor, equipment, and material cost increases.*
Estimate Asset Useful Life Extension (Years): Pavement Structure 50 , Utilities 80-100	

2017 -2022 CAPITAL IMPROVEMENT PROGRAM – 2020 PROJECT REQUEST FORM

I.D.#

DEPARTMENT CONTACT INFORMATION

	Date: 2/1/2016	Department Priority: Low, Medium, High High
	Department: Community Development	Project Location: College Avenue (Presque Isle Ave. to Front Street)
	Project Title: College Ave. Reconstruction (Presque Isle to Front Street)	Estimate Funding Request: $907,160
	Contact: Keith Whittington – City Engineer	Estimate Useful Life of Asset (Years): 0

SYSTEM CATEGORY:

☒ Street System	☒ Sidewalk/Pathway System
☒ Sanitary Sewer System	☐ Public Buildings
☒ Water System	☐ Public Parks/Grounds
☒ Storm Sewer/Drainage System	☐ Marinas
☐ Bridge System	☐ Motor Pool/Fleet/Major Equipment
☒ Transportation Safety	☒ Public Safety

PURPOSE OF PROJECT:

☒ Regulatory or Ordinance Requirement	☐ Expanded Service
☒ Conforms to Adopted Plan	☐ New Operation
☒ Upgrade/Replace Existing Asset	☒ Scheduled Replacement
☐ New Asset	☐ Extend Asset Useful Service Life
☒ Health and Safety Issue	☐ Other
☒ Economic Development	

PROJECT DESCRIPTION

The fire flows and the piping servicing the properties along this section of College Avenue are dependent on a 4 inch 1915 sand cast iron pipe between P.I. and Third Street. Currently no water main exists between Third and Front Street and residents are serviced by a undersized common water service line. This project will upsize the existing pipe to an 8 inch D.I. piping to improve fire flows, increase residential/business flows, and replace aged/failing pipe. The existing sanitary sewer is an 8 and 12 inch 1908 clay pipe and will be replaced with 8 inch PVC piping. All sanitary sewer manholes and laterals will be replaced. The existing storm sewer is reinforced concrete piping that was installed in 1984. The storm sewer with required structures will be extended from Front Street to Second Street to control storm water runoff. The street is currently rated a 4 under our Paser rating system. The curbing is in poor condition. Sidewalks will be replaced when required. The street cross section will be constructed to meet current design standards and guidelines.

Picture Title: College Ave. From Presque Isle to Front Street



PROJECT PLANNING AND FINANCING

Proposed Fiscal Year Planned: 2020	Estimate New Effect on Operating Cost, Revenues, Staffing, etc? $ N/A
Name of Account Funding: Street, Water, Sanitary, Storm	*Explain: Effect is difficult to quantify as it relates to operation costs. There will be a savings as it relates to maintenance of the street surface and any repairs that will be required when any of the utilities fail. . The social impact as it relates to reliable water, sewer and a drivable street is important for a functional community. Future development is vital with a new street and utilities.*
Outside Funding Sources: No Amount: $	*Postponement will ultimately increase funding for the following year due to labor, equipment, and material cost increases.*
Does Asset Have a Salvage Value? No Amount: $	
Estimate Asset Useful Life Extension (Years): Pavement Structure 50 , Utilities 80-100	

Agenda Date: 5/10/2021

Consent Agenda
License for Use of City Property in the Crescent Street Right-of-Way

BACKGROUND:

Mr. David Gilbert and Ms. Jackie Gilbert have submitted an application to use a small portion of the Crescent Street right-of-way for the replacement of concrete stairs and landing that will also be replaced on their property at 322 E. Crescent Street, as shown in the attached license application. All City staff reviewers have approved of the request, the City Attorney has drafted the Grant of License Agreement, and the applicants have signed the license.

FISCAL EFFECT:

An application fee of $250 was paid.

RECOMMENDATION:

Approve the request, and authorize the Mayor and City Clerk to execute the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Application-Exhibit_License_03-PRU-05-21
- License Agreement Signed by Applicant_03-PRU-05-21

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

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

Fee $250 CM waived (Seasonal) **CITY STAFF USE**

Date Submitted: 4-23-21 Parcel ID#: 0360660 File #: 03-PRU-05-2021

Property Address/Location: 322 E. Crescent

Adequate Legal Description Submitted: Y / N Anticipated Hearing Date:

NOTE- PLEASE MAKE A CASE FILE FOR THIS REQUEST AND INCLUDE A COPY OF THE APPLICATION, THEN ROUTE THE ORIGINAL FOR SIGNATURES.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: David & Jackie Gilbert

Address: 322 E. Crescent St

City, State, Zip: Marquette, MI 49855

Phone #: 906-250-7506 / 906-228-4574

Fax #:

Email: dgilbert9060@gmail.com

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

APPLICANT'S REPRESENTATIVE

Name: David & Jackie Gilbert

Address: 322 E. Crescent St

City, State, Zip: Marquette, MI 49855

Phone #: 906-250-7506 / 906-228-4574

Fax #:

Email: dgilbert9060@gmail.com

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

What is the street address, or nearest street address, to the location of the requested license/easement?

322 E. Crescent St Marquette MI 49855

Please describe the reason or necessity for the requested license/easement for use of the City property:

The current cement steps, sidewall and walkway from the city sidewalk have deteriorated and are in need of removal + replacement. We intend to copy the same dimensions + footprint. The current steps begin at a point of 4' from the sidewalk.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: city provided Google map photo

LEGAL DESCRIPTION

Legal description of the license/easement area:

Moore's ADD. Lot - 83

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: Jeb Gilbert / Julie Gilbert Date: 11-22-2021


EXHIBIT A
03-PRU-05-2021
323 E. Crescent St.
Gas Main Loc Gen Ref Size2
4 PVC 2010
Approximate License Area at bottom of steps in ROW
4 PVC 2010
1 COP 2010
322
322 MDR 0360660
336
336 MDR 0360680
LEGEND
Street Labels
Streets
Streets
Street ROW
Natural_Gas_GPMS_Pipelines (General Ref)
Semco_Gas_Mains_2017 (General Ref)
FiberLines
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
Watermains
Water Structures
Sewer_Lift_Stations
SewerCleanOuts
Sewer System Valves
Sewer Manholes
Sewer Lateral Lines
Sewer Pressurized Mains
Sew Not Slip Lined
Sew Slip Lined
Building FootPrints
Parcels Address Label
Parcels PIN Label
City of Marquette, MI

File #: 03-PRU-05-2021 Parcel ID#: 0360660

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

Reviewing Department	Recommend Approval	Comments
Planning & Zoning-Community Development Date Received: 04-23-2021	Yes	This house has a shared driveway and the stairs were probably designed before a driveway was needed. The owners will need to be careful around the sewer clean out.
Treasurer Date Received: 04/26/2021	Yes	There are no outstanding payments due to the City at this time.
Police Date Received: 4/28/21	Yes	No comment
Engineering- Community Development Date Received: 5/3/21	Yes	No comment.
DPW Date Received: 4/28/21	Yes	This a replacement of existing stairs. They have not been problematic. It is recommended to stay 1' off the back of public sidewalk if possible.
Fire Date Received: 04/28/21	Yes	No Comment. TD
Community Services (Parks & Rec.) Date Received: -----	N/A	

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, the "City", and David L. Gilbert and Jackie A. Gilbert, of 322 E. Crescent, Marquette, MI 49855, "Gilbert", licensee, enter into this agreement on _____, 2021, subject to the following conditions:

1. Background. The City owns the E. Crescent Street public right of way, in the City of Marquette, and State of Michigan.
   Gilbert desires to re-build a stairway/walkway ("Stairway"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of $250.00, the City grants to Gilbert the right to construct the Stairway on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Gilbert shall construct, and at all times while this License is in effect, maintain the Stairway in good repair. Gilbert shall be responsible for all fees and expenses related to the construction and maintenance of the Stairway and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Stairway except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Gilbert shall be responsible for any removal of, repair to or replacement of the Stairway in connection with utility work. Gilbert shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. Gilbert shall reimburse the City for any physical damages to the City's public right of way caused by Gilbert's use on the real estate. Gilbert, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Gilbert's use. Gilbert's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Gilbert reserves the right to control the defense and settlement of any claim for which Gilbert has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Gilbert shall remove the Stairway from the real estate, at their own expense. Gilbert shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

_____
By: Jennifer A. Smith
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2021, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

David L. Gilbert

Jackie A. Gilbert

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on May 5, 2021, by David L. Gilbert and Jackie A. Gilbert.

Ann M. Cook
Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.


EXHIBIT A
03-PRU-05-2021
323 E. Crescent St.
Gas Main Loc Gen Ref Size2
4 PVC 2010
Approximate License Area at bottom of steps in ROW
4 PVC 2010
1 COP 2010
322
322 MDR 0360660
336
336 MDR 0360680
LEGEND
Street Labels
Streets
Streets
Street ROW
Natural_Gas_GPMS_Pipelines (General Ref)
Semco_Gas_Mains_2017 (General Ref)
FiberLines
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
Watermains
Water Structures
Sewer_Lift_Stations
SewerCleanOuts
Sewer System Valves
Sewer Manholes
Sewer Lateral Lines
Sewer Pressurized Mains
Sew Not Slip Lined
Sew Slip Lined
Building FootPrints
Parcels Address Label
Parcels PIN Label
City of Marquette, MI

Agenda Date: 5/10/2021

Consent Agenda
Michael Sjolund - Lease Agreement

BACKGROUND:

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

The proposed lease agreement was introduced at the Commission's April 26, 2021 meeting and approved as recommended to move the lease agreement forward to the May 10, 2021 meeting.

FISCAL EFFECT:

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

RECOMMENDATION:

Approve the lease agreement with Michael Sjolund for seasonal slip fee relief at Cinder Pond Marina, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease and Exhibit A
- Insurance

LEASE AGREEMENT

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

Recitals

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

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

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

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

1. Leased Premises

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

2. Term of Lease

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

3. Rent

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

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

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

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

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

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

4. Use of Leasehold Premises

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

a) be deemed hazardous to the public or adjoining premises, including but not necessarily limited to fire, and environmental type hazards;

b) constitute a violation of any public law or requirement;

c) cause damage or injury to the Premises or any part of it (ordinary wear and tear excepted);

d) constitute a public or private nuisance;

e) permit noise or odors to be unreasonably dispelled from the Premises; or

f) permit refuse to accumulate in or around Premises.

5. Maintenance

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

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

6. Insurance and Indemnity

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

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

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

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

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

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

7. Assignment/Subletting

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

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

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

8. Covenant of Quiet Enjoyment

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

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

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

10. Default by Lessee

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

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

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

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

11. Surrender of Leasehold Upon Termination of Lease

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

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

12. Miscellaneous

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

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

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

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

12.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this agreement is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

12.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

12.7 All notices to be given under this agreement shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

LESSOR
CITY OF MARQUETTE

LESSEE

Jennifer A. Smith, Mayor

Michael Sjolund

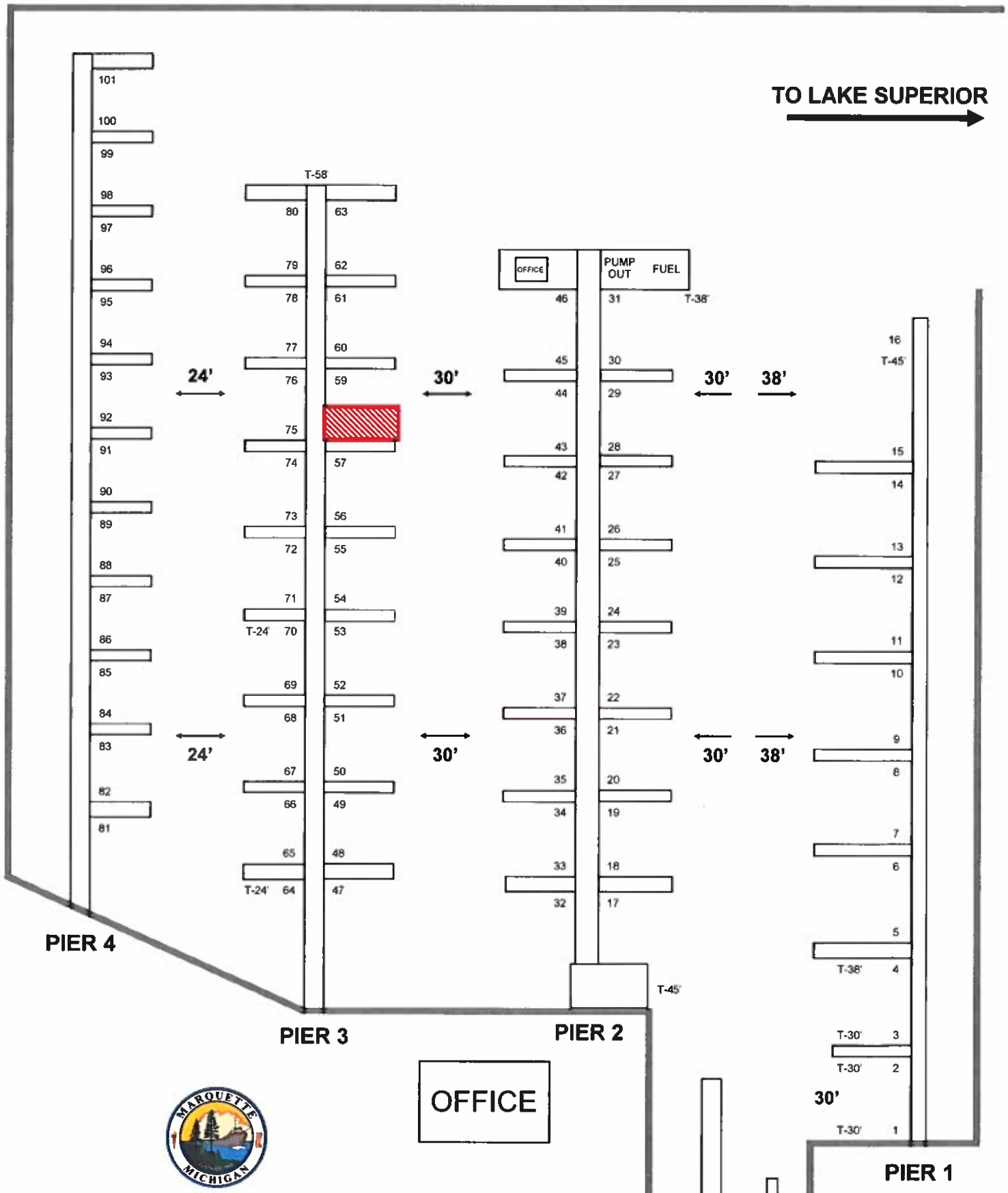
Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

L. Michael Angeli, City Manager

Suzanne C. Larsen, City Attorney


TO LAKE SUPERIOR
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PIER 3
PIER 2
PIER 1
OFFICE
CINDER POND MARINA
N
PUBLIC BOAT LAUNCH
FISH CLEANING STATION

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

DECLARATIONS PAGE

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

Policy No. BSP4381052-01 END

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

Company: GEICO MARINE INSURANCE COMPANY

Insured Boat

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

COVERAGE IS PROVIDED ONLY WHERE AN AMOUNT OF INSURANCE IS SHOWN

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

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

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

DEDUCTIBLES:

Hull and Equipment: $375
Named Storm: Refer to your Marine Insurance Policy
Theft of Insured Boat: Refer to your Marine Insurance Policy
Insured Trailer: $50
Theft of Insured Trailer: Refer to your Marine Insurance Policy
Personal Effects: $250

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

CRUISING LIMITS: While afloat the **insured boat** must be confined to the area indicated below:
Coastal and Inland waters of the U.S. and Canada

LOSS PAYEE:
MARQUETTE COMMUNITY FCU
1230 WEST WASHINGTON STREET
MARQUETTE MI 49855

Print Date: 4/20/21

Agenda Date: 5/10/2021

Consent Agenda
Proclamation - Public Works Recognition Week

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Public Works Week Proclamation

Proclamation
Public Works Recognition Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and,

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction is vitally dependent upon the efforts and skill of public works officials; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitudes and understanding of the importance of the work they perform,

NOW, THEREFORE, I, Jennifer A. Smith, the Mayor of the City of Marquette, do hereby proclaim May 16-22, 2021, as ***Public Works Recognition Week*** in the City of Marquette. I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life. Dated this 10th day of May 2021.

_____

Jennifer A. Smith, Mayor

Agenda Date: 5/10/2021

Consent Agenda
Schedule Public Hearing to Consider the Proposed Conditional Rezoning of 616 Fisher Street

BACKGROUND:

The Planning Commission (PC) held a public hearing on May 04, 2021 for the consideration of conditionally rezoning the property at 616 Fisher Street from Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (M-U CR). Pursuant to the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) Section 125.3405, "An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map". The following motion was made:

It was moved by S. Mittlefehldt, seconded by A. Andres, and carried 4-0 that after conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 02-REZ-05-21, the Planning Commission finds that the proposed rezoning with conditions is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 02-REZ-05-21 with the following conditions – that 1) the proposed conditional rezoning is contingent upon retaining all land uses [Permitted and Special Uses] allowed in the Medium Density Residential District and the permitted uses in the Mixed-Use district that have been identified by the applicant, and that Special Land Uses for the Mixed-Use District be confined to Accessory Use, Non-Single Family Home, Bed and Breakfast, bed and Breakfast Inn, Child or Day Care-Group Home, Domestic Violence Center, Intentional Community Dwelling, Accessory Dwelling Unit, Foster Family Group Home, and Rooming House; and 2) that 6' fencing in the rear yard will be repaired and maintained; and 3) that all socializing by residents and staff happens in the rear yard; and 4) that resident capacity meets the requirements set by the Fire Department.

Yes: A. Andres, M. Dunn, M. Larson, S. Mittlefehldt
No: None

Under procedures in accordance with section 54.1405 of the Land Development Code, the Planning Commission is offering the recommended amendments to the City Commission for final approval. A hearing must be scheduled in accordance with section 54.1406 of the Land Development Code.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for this proposed Conditional Rezoning for the June 14, 2021 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 02-REZ-05-21 Combined
- Correspondence

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: April 28, 2021
SUBJECT: **02-REZ-05-21 – 616 Fisher St. (PIN: 0130101)**

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 616 Fisher Street that is zoned Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (MU CR)..

Pursuant to the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) Section 125.3405, “An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map”.

Please see the attached STAFF REPORT/ANALYSIS for more specific information regarding the application.

RECOMMENDED ACTION:

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

It is also highly recommended that any motion approving the amended plan include the following or similar language:

After conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 02-REZ-05-21, the Planning Commission finds that the proposed rezoning with conditions is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 02-REZ-05-21 (as presented / for the following reasons / with the following conditions).

STAFF FILE REVIEW/ANALYSIS
Completed by Andrea M. Landers – Zoning Official
and David Stensaas – City Planner and Zoning Administrator

Case #: 02-REZ-05-21

Date: April 28, 2021

Project/Application: Rezoning request from Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (M-U CR).

Location: 616 Fisher St.

Parcel ID: 0130101

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

Current Zoning: MDR – Medium Density Residential

Surrounding Zoning: North: MDR – Medium Density Residential
South: MDR – Medium Density Residential
East: MDR – Medium Density Residential
West: M – Municipal & M-U – Mixed-Use

Zoning Districts and Standards:

Current Zoning

Section 54.308 MDR, Medium Density Residential

(A) Intent
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Child or Day Care, Family Home • Dwelling, Single-Family Detached • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Residential Limited Animal Keeping	• Adult Foster Care, Small Group Home • Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • Dwelling, Accessory Unit • Dwelling, Intentional Community • Dwelling, Two-Family (Duplex) • Foster Family Group Home • Hospital Hospitality House • Public or Governmental Building • Recreational Use, Public • Religious Institution • School, Primary or Secondary • School, University
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,500 *(C)*	*Front Yard (ft.)*	15 *(A), (B)*
Min. Lot Width (ft.)	37.5 *(D)*	*Side Yard (one) (ft.)*	5 *(K)*
Max. Impervious Surface Coverage (%)	*(Q)*	*Side Yard (total of 2) (ft.)*	13 *(K)*
Max. Building Height of Primary Building (ft.) (O)	31.5	*Rear Yard (ft.)*	20 *(K)*
Max. Building Height of Accessory Building	(K)		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

(A) Permitted Front Yard Setback Encroachments in the MDR and MFR Districts. In the MDR and MFR districts, open front porches may encroach into the required front yard setback, provided the encroaching porch is for the first story only and is setback at least five (5) feet from the front lot line.

(B) Reduced Minimum Front Yard Setback in the LDR and MDR Districts. If the average front yard setback of the principal buildings on the same block are less than the minimum front yard setback of the district, the minimum front yard setback of a subject lot in the LDR district or MDR district may be reduced to that average, provided the principal buildings used in the average are on the same side of the street and in the same zoning district as the subject lot.

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR District, the minimum lot area for a two-family dwelling (duplexes) is:

(1) 6,000 sq. ft. for lots created prior to the adoption of this Ordinance.
(2) (2) 9,000 sq. ft. for lots created after the adoption of this Ordinance.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR District, the minimum lot width for a two-family dwelling (duplex) is:

(1) 50 feet for lots created prior to the adoption of this Ordinance.
(2) 75 feet for lots created after the adoption of this Ordinance.

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

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

(Q) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts: The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-

family and two-family uses in all other zoning districts shall be based on the lot areas as follows:

Maximum Impervious Surface Coverage Based on Lot Area
60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); plus
50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); plus
40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); plus
30% of the area of the lot over 1 acre

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

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

Proposed Zoning with Conditions

* ***Property Owner and Applicant proposed exempted uses are struck-through and highlighted***

Section 54.311 M-U, Mixed-Use District

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

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • ~~Adult Foster Care, Family Home~~ * • ~~Child Care Center or Day Care Center~~ * • ~~Child or Day Care, Family Home~~ * • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • ~~Dwelling, Two-Family (Duplex)~~ * • ~~Emergency Services~~ * • ~~Farmers' Markets~~ * • ~~Food Production, Minor~~ * • ~~Foster Family Home~~ * • Health Services • ~~Home Occupation~~ * • Home Office • ~~Homestays and Vacation Home~~ * • ~~Hospice~~ * • ~~Indoor Recreation~~ * • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • ~~Office, Medical~~ * • ~~Office, Professional~~ * • ~~Outdoor Recreation~~ * • ~~Public or Governmental Building~~ * • ~~Religious Institution~~ * • ~~Restaurant, Indoor Service~~ * • ~~Retail Business, Indoor~~ * • ~~Retail Sales, Outdoor Temporary~~ * • ~~Service Establishment~~ * • ~~Veterinary Clinic (Domestic Animals Only)~~ *	• Accessory Use, Non-Single Family Residential Lots • Adult Foster Care, Small Group Home • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Accessory Unit • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Food and Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Vehicle Repair and Service
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,800	*Front Yard (ft.)*	0 *(E), (F)*
Min. Lot Width (ft.)	40	*Side Yard (one) (ft.)*	5 *(H), (K), (M)*
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	13 *(H), (K), (M)*
Max. Building Height of Primary Building (ft.) (O)	44 *(M)*	*Rear Yard (ft.)*	20 *(I), (K), (M)*
Max. Building Height of Accessory Building	*(K)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

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

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide suitable transitional yards for the

purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

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

Figure 50 - Required Buffer and Greenbelt Specifications:

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

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

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

Section 54.1405 Zoning Ordinance Amendment Procedures

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

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

Application accepted.

(C) Amendment Review Procedures.

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

a site considered for rezoning in the previous six (6) months.

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, May 4, 2021.

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

The Planning Commission is being asked to make a recommendation at their meeting on May 4, 2021.

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

TBD.

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

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

The development of the option for Conditional Rezoning was a recommendation of the Community Master Plan (CMP) that was adopted in 2015 (see p. 3-27). The option was codified with the adoption of the Land Development Code (LDC) in February of 2019. Conditional Rezoning was adopted by the City as an alternative to both

standard rezoning and text amendments to the LDC, to address unique and rare circumstances in which a property owner is seeking to use the property in a way that may not be incompatible with the surrounding land uses and/or historical use of the land, but would be precluded from approval by virtue of a finding of incompatibility with the CMP and/or spot zoning via a review as a standard rezoning case and for which a text amendment would not be appropriate due to the change affecting all properties in the existing zoning district classification.

In contrast to a typical rezoning case, the applicant is proposing *conditions* to be placed on the zoning district that is requested, by means of a *Conditional Zoning Agreement* that requires the specification of certain requirements related to the conditions proposed, with there being no obligation by the municipality to either approve the request based on meeting standards of the LDC or to forfeit any zoning powers currently held.

This property is designated for *Single Family Residential* on the *Future Land Use Map* of the Community Master Plan and is designated as a *Medium Density Residential zoning* district on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP.

Excerpt of the Master Plan Future Land Use Map



Please see p.3-31 and p.3-32 of the Community Master Plan (CMP), regarding Rezoning Requests. Because Conditional Rezoning is an alternative to standard rezoning, the required analyses for "compatibility with the Community Master Plan" and "spot zoning" for a standard rezoning request are not applicable. The Planning Commission must review all supporting information, this report in particular, and the attachment titled *Rezoning Considerations for Planning Commissions,* and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

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

Please see above - "Zoning District and Standards".

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

requested zoning district.

This portion of Fisher Street is classified as an "urban local Street" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are low.

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

There are no problems anticipated.

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

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

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

The proposal will not result in any substantial changes that would make exclusionary zoning more likely.

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

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

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

The proposed conditional rezoning would allow all of the possible land uses for a Mixed-Use zoning district that the applicant did not strike through in the permitted principal uses list provided in the application. Please see the attachment and Page 4 above. As this rezoning is for a specific purpose, as stated in the application, the Planning Commission must consider if that purpose aligns with any of the stated allowable uses of the property that have been selected by the applicant for approval.

As well, the Planning Commission must determine the compatibility of the proposal in this location.

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

The proposed zoning is the same as the parcel adjacent to the Northwest corner of this property. The existing main structure does meet the buffer requirement to the east of 15-ft, however the accessory structure (garage) does not.

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

As the adjacent zoning districts and uses to the east and south are all residential, and the proposed rezoning request would allow some commercial uses on the parcel, it would seem that the proposed zoning district is not more appropriate than that the existing MDR zoning district. However, the property has been exclusively used for an owner-occupied rooming house since 1992, and an adult foster care facility prior to that.

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

A text amendment to add the proposed conditions (uses) to the MDR zoning district would not be appropriate due to the incompatibility to being a residential zoning district.

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

The Planning Commission must determine if the proposed zoning would create an isolated or incompatible (see item #8 above) zone. The land use of this site has been an owner-occupied rooming house since 1992, and an adult foster care facility prior to that. As well, there is another M-U zoning district adjacent to the Northwest corner of this property.

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

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

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

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

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

(a) A statement acknowledging that the rezoning with conditions was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, further agreement and acknowledgment that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City.

The applicant has provided what they are proposing.

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

Per their attachment, “the applicant understands and agrees to the general terms of conditional rezoning”.

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

Per their attachment, "the applicant understands and agrees to the general terms of conditional rezoning".

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

Will need to be provided.

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

Will need to be provided.

(f) Agreement and understanding that each of the requirements and conditions in the conditional rezoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.

Will need to be provided.

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

Will need to be provided.

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

Provided for uses that are exempt, no other development regulations changes are proposed.

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

Will need to be provided.

(j) A conditional rezoning agreement may contain a conditional rezoning plan as an attachment, with such detail and inclusions proposed by

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

A plan was not provided.

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

If amendment proposed in the future this will need to be followed.

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

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

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

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

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

If approved this will be followed.

(4) Zoning Map. If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned accompanied by a reference to “CR Conditional Rezoning.” The

Zoning Map shall specify the new zoning district plus a reference to CR. By way of example, the zoning classification ofthe property may be "CBD Central Business District with CR Conditional Rezoning," with a Zoning Map designation of "CBD CR."

If approved this will be completed.

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

An agreement detailing all of the required information in Section 54.1405(H)(1) will need to be provided for the City Commission review.

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

If the City Commission approves the Conditional Rezoning then this requirement must be completed. The agreement attached to this application is not complete per section 54.1405(H)1, it is missing items *d-i*, which are stated in item (H)1 as required ("…shall contain the following information.").

Additional Comments:

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

Attachments:

1. Application with support material (Rezoning conditions, etc.)
2. Area Map
3. Block Map
4. Area Zoning Map
5. Photos
6. Publication Notice
7. Future Land Use and Proposed Zoning Map from the Master Plan
8. *Rezoning Information for Planning Commissions* document
9. Correspondence

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

CITY OF MARQUETTE
REZONING APPLICATION

CITY STAFF USE

Parcel ID#: 0130101 File #: 02-REZ-05-21 Date: 4-6-21

Hearing Date: 5-4-21 Application Deadline (including all support material): 4-6-21

FEE $540 Receipt #: 235215 Check #: 1156 Received by and date: AMx 4-6-21

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

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

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

Please review the attached excerpts from the Land Development Code

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Tena Rojcewicz Bender

Address: 18039 Lewis Smith Dr.

City, State, Zip: Foley, AL 36535

Phone #: 906-250-9460

Email: tenabender@gmail.com

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

APPLICANT/OWNERS REPRESENTATIVE

Name: Superior Housing Solutions

Address: c/o 375 N. McClellan Ave.

City, State, Zip: Marquette, MI 49855

Phone #: 248-563-9988

Email: superiorhousingsolutions906@gmail.com

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

PROPERTY INFORMATION

Location (Street Address): 616 Fisher St. Property Identification Number: 0130101

Size of property (frontage / depth / sq. ft. or acres): S. 150' of Lot 14, Burt's Addition

Current Zoning District: Medium Density Res. Proposed Zoning District: Mixed Use

Surrounding Zoning Districts: North Mixed Use East Municipal South Med. Den. Res. West Mixed Use

Legal Description: Burt's Addition, the S. 150' of Lot 14

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

SIGNATURE

I hereby certify the following:

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

Property Owner Signature: _____ Date: 3/7/2021

Tena Rozeveld Bender

CITY OF MARQUETTE

REZONING APPLICATION SUPPORT MATERIALS

Section 54.1405 governs amendments to the City's Zoning Ordinance ("ZO"). Conditional rezoning is addressed more specifically at 54.1405(H). The applicant understands and agrees to the general terms of conditional rezoning, and more specifically supports this application as follows in accord with the factors to be considered.

Introduction

The purpose of this application is to continue the occupancy and basic uses that have been on-going at 616 Fisher Street ("Fisher") for nearly 40 years. The Bender family has operated the home through generations. From at least 1982 until 1992, the home was a state-licensed adult foster care facility. In 1992, the Benders sought and received a variance for 16 to live at 616 Fisher. Since then, Fisher has been used to house low-income and difficult-to-house residents. The residents receive services from Pathways as well as receiving support for substance-free living.

Now, the Benders are ready to sell the property. The potential purchaser, Superior Housing Solutions, seeks to continue these services and to better utilize existing community services for the residents. The total allowed occupancy would remain the same, 16 residents. The 1992 variance does not allow the current variance to transfer to a new owner, necessitating this rezoning application.

This conditional rezoning application is accompanied by the allowed uses in the Mixed Use district with the voluntarily foregone uses lined out, attached. The remaining uses contemplate only residential uses with health-related services available to the residents.

This Request Meets the Standards of Review for Amendments

1. The Requested Conditional Rezoning is Consistent With Goals of the Master Plan

The Master Plan (MP) acknowledges the challenges the City faces regarding affordable housing. One of the most critical housing issues identified by residents was affordable housing. 4-27. The "Affordable Housing Recommendations" section specifically encourages "a diversity" of housing options to "ensure there are housing options available at a variety of price points that are suitable for people at every stage of life." 4-28. The MP also recognizes the needs of young adults and seniors and their need for more affordable, multi-family housing options near the urban center. 4-9.

Granting this rezoning meets this direction given by the MP. The residents at 616 are often at a pivotal point in their lives and having affordable housing in a location where they can easily access services they need is critical to their success.

2. This Request Comports with the Purpose of the Zoning Ordinance

One stated purpose of the ZO is to implement the goals of the MP; see above. Additionally, the purposes include protecting the public health, safety and welfare of residents and visitors and regulating the development of buildings to be used for both residential purposes. ZO, 54.102.

Granting this request allows for the continued housing of a population of residents that are highly likely to end up homeless if they cannot remain in the current home. Further, this building has been used for the proposed purpose, or very similar purposes for nearly 40 years.

3. The Street System Already Accommodates This Use

The uses will not vary dramatically from the current use which has been occurring for decades. The street system supports this use now and there is every reason to believe it will continue to do so.

4. The Utility System Already Accommodates This Use

The uses will not vary dramatically from the current use which has been occurring for decades. The utility system supports this use now and there is every reason to believe it will continue to do so.

5. Changed Conditions in Zoning Ordinance

Since this zoning occurred, the use of this property has not changed. The uses of properties around it have changed. The new hospital was constructed in the vicinity which exerts significant influence on the character of that neighborhood.

6. The Requested Change Will Not Result in Exclusionary Zoning

The requested change will not result in exclusionary zoning. The proposed use is currently not allowed except by variance at the property. The rezoning would simply codify the existing variance and long-term, existing use.

7. The Requested Use Poses No Environmental Challenges

The requested change in zoning does not entail any actions or changes making the use incompatible with the site for any environmental reason.

8. The Potential Impacts of the Rezoning Are Compatible With the Existing Area

Since this rezoning does not result in a new or different use of the property than has been occurring there for decades, it will not change the factors to be considered by this parameter. It will not impact traffic, density, aesthetics, infrastructure needs or property values in the neighborhood.

9. This Rezoning is Reasonable and Appropriate in the Context of the Surrounding Zoning Districts.

The proposed rezoning is to Mixed Use. It is abutted on two sides by Mixed Use property already. On one of the remaining sides, the zoning is Municipal. The fourth abutting side is zoned MDR. Based on the surrounding area and uses, this rezoning is logical and appropriate.

10. The Requested Zoning is the Most Appropriate Zoning for this Property

The requested rezoning is the most appropriate zoning based on the surrounding property's zones and the fact that the rezoning is being requested simply to allow the continuance of an existing use being allowed via variance.

11. Rezoning is Appropriate

Because the circumstances to this parcel are unique and the rezoning will simply allow an existing use to continue, rezoning is preferable to a text change to the ordinance that would impact all property with the same zoning. Rezoning is particular to this parcel which is the most efficient and effective method to address this issue.

12. Rezoning Will Not Create an Isolated Zone

As is discussed above, the property is neighbored on two sides already with zoning being sought here. Making this parcel more consistent with the zoning of the neighboring parcels is to everyone's benefit and will not create an isolated or incompatible zone in the neighborhood.

Conclusion

In conclusion, this rezoning request meets all of the requirements to be granted. The home has been used in the requested capacity for about 40 years and there is no reason not to codify this actual use. This is required now only because the Benders wish to sell the property, and not due to any change in the use.

Respectfully submitted,

F. Michelle Halley (P62637)
Attorney for Applicant

April 6, 2021

Section 54.311 M-U, Mixed-Use District

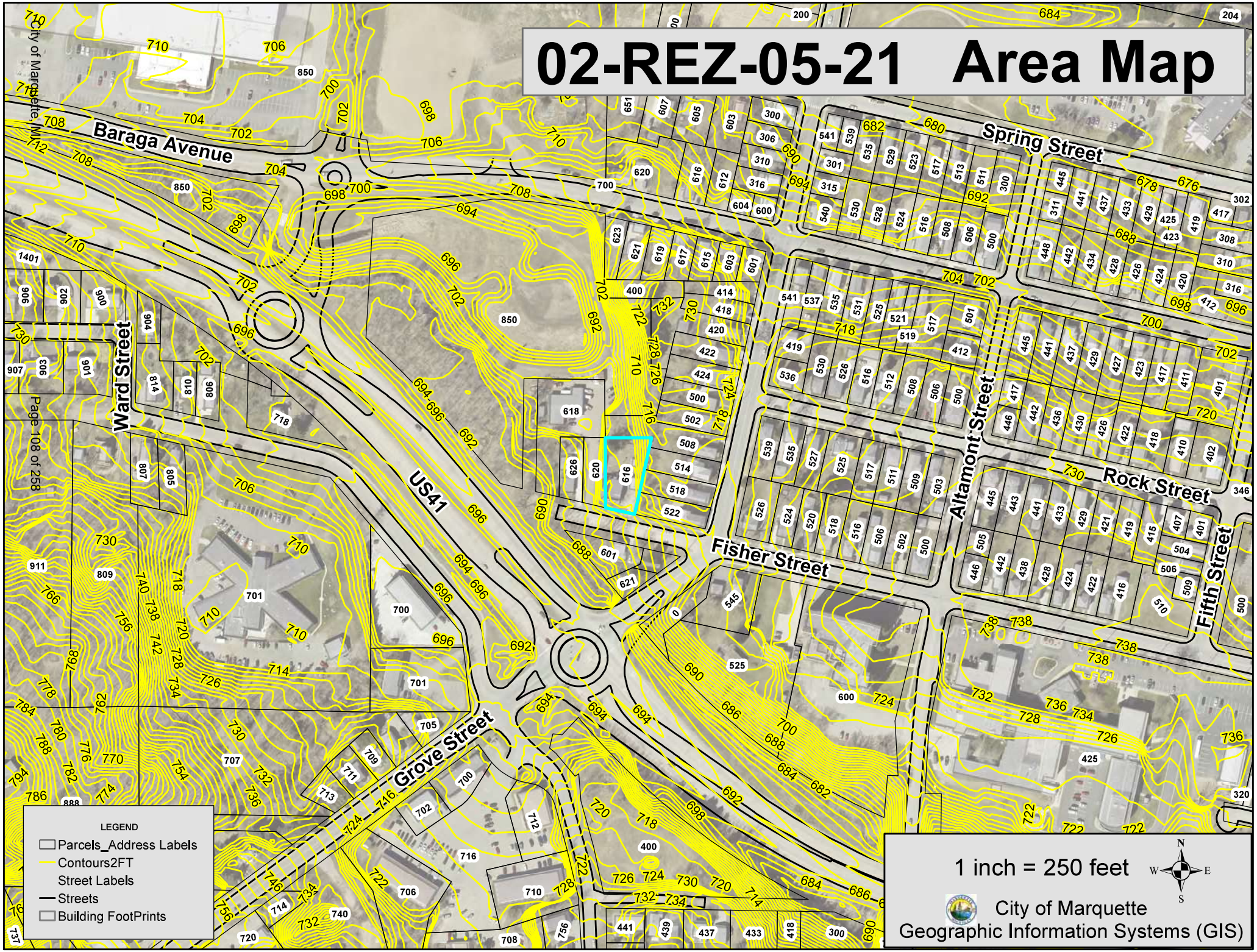
(A) Intent

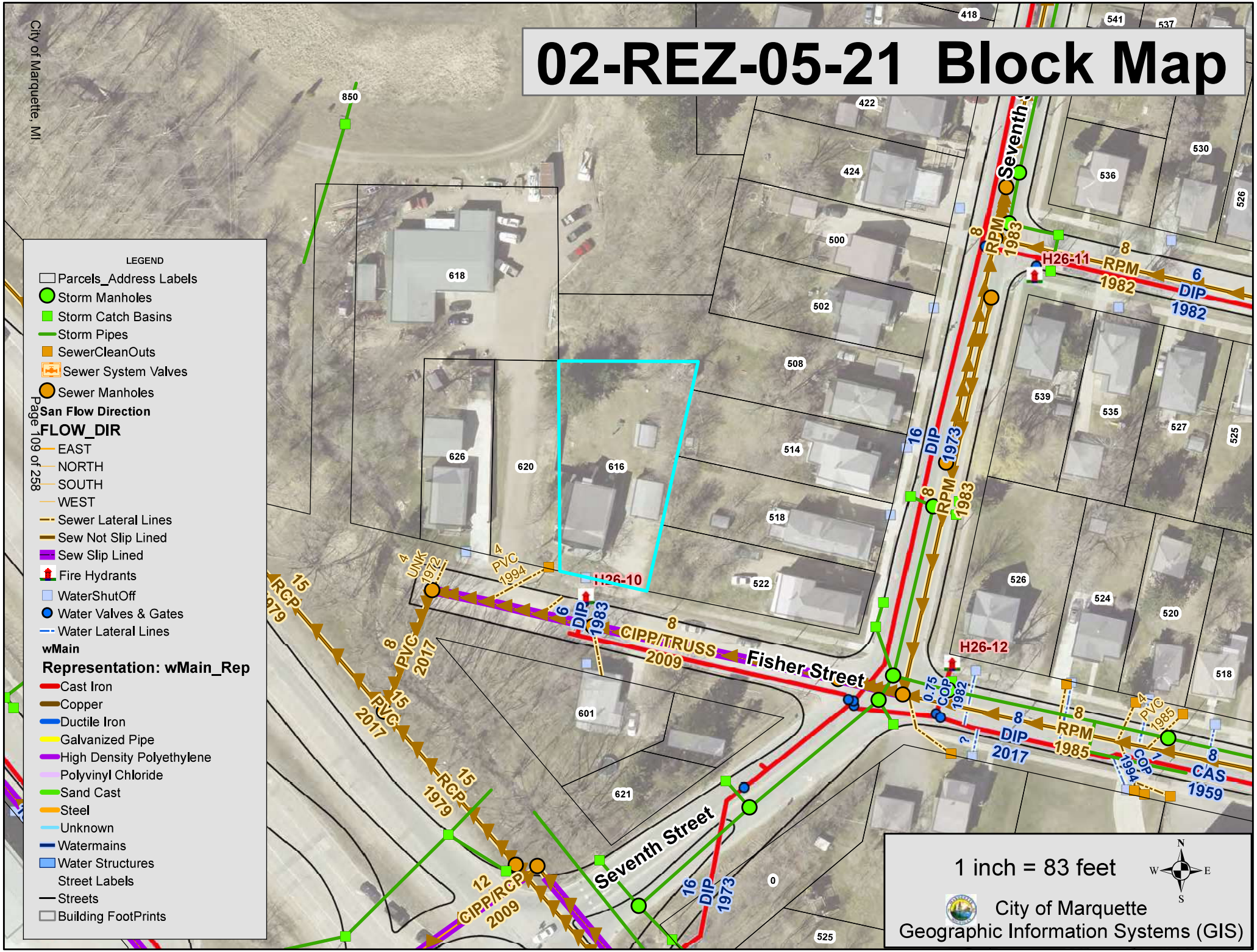
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the **Master Plan**:

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

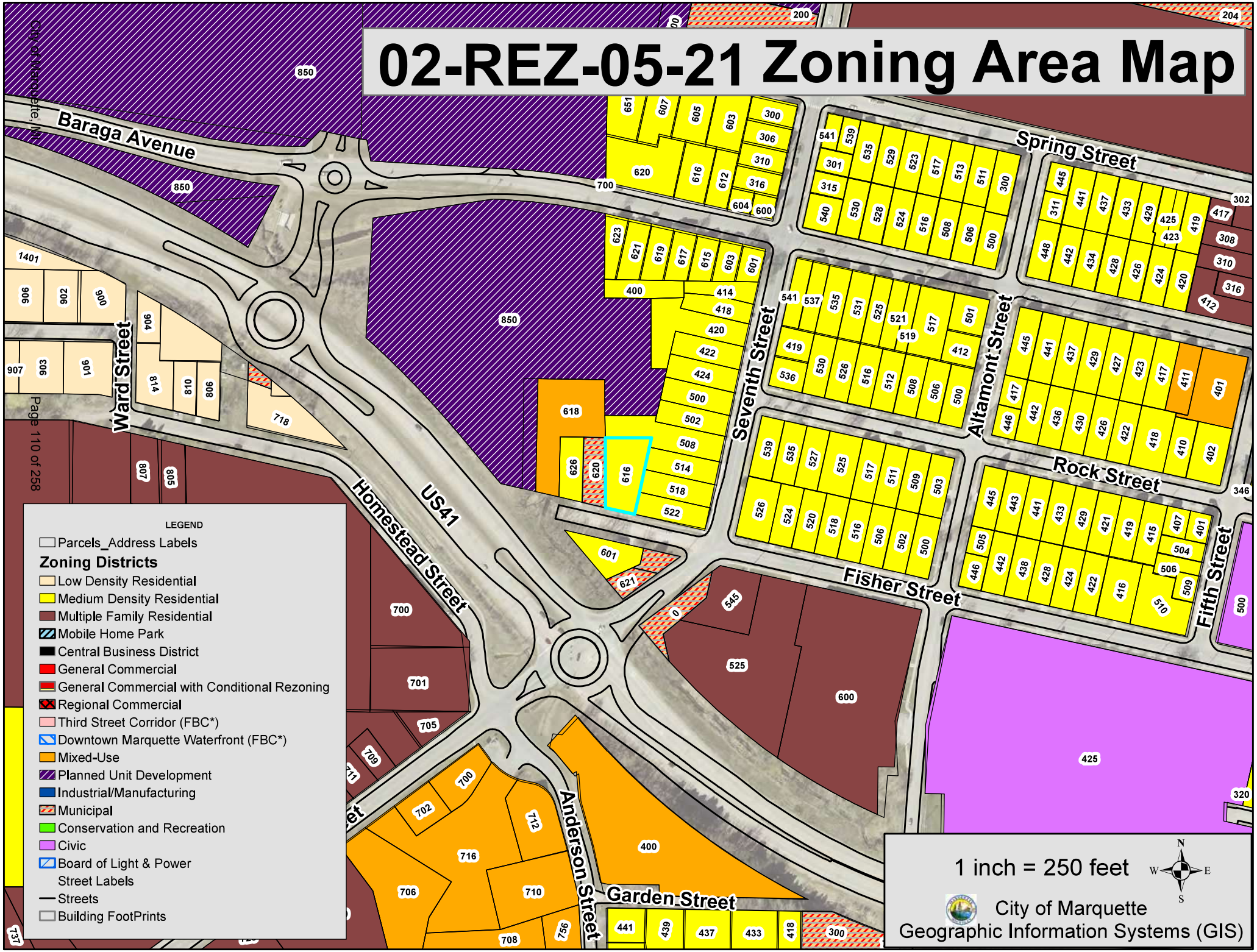
(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • ~~Adult Foster Care, Family Home~~ • ~~Child Care Center or Day Care Center~~ • ~~Child or Day Care, Family Home~~ • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • ~~Dwelling, Two-Family (Duplex)~~ • ~~Emergency Services~~ • ~~Farmers' Markets~~ • ~~Food Production, Minor~~ • ~~Foster Family Home~~ • Health Services • ~~Home Occupation~~ • Home Office • ~~Homestays and Vacation Home~~ • ~~Hospice~~ • ~~Indoor Recreation~~ • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • ~~Office, Medical~~ • ~~Office, Professional~~ • ~~Outdoor Recreation~~ • ~~Public or Governmental Building~~ • ~~Religious Institution~~ • ~~Restaurant, Indoor Service~~ • ~~Retail Business, Indoor~~ • ~~Retail Sales, Outdoor Temporary~~ • ~~Service Establishment~~ • ~~Veterinary Clinic (Domestic Animals Only)~~	• Accessory Use, Non-Single Family Residential Lots • Adult Foster Care, Small Group Home • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Accessory Unit • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Food and Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Vehicle Repair and Service

Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.


02-REZ-05-21 Area Map
City of Marquette, MI
Baraga Avenue
Spring Street
Ward Street
US41
Altamont Street
Rock Street
Fisher Street
Fifth Street
Grove Street
LEGEND
Parcels_Address Labels
Contours2FT
Street Labels
Streets
Building FootPrints
1 inch = 250 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


02-REZ-05-21 Block Map
City of Marquette, MI
LEGEND
Parcels_Address Labels
Storm Manholes
Storm Catch Basins
Storm Pipes
SewerCleanOuts
Sewer System Valves
Sewer Manholes
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sew Not Slip Lined
Sew Slip Lined
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
wMain
Representation: wMain_Rep
Cast Iron
Copper
Ductile Iron
Galvanized Pipe
High Density Polyethylene
Polyvinyl Chloride
Sand Cast
Steel
Unknown
Watermains
Water Structures
Street Labels
Streets
Building FootPrints
Fisher Street
Seventh Street
H26-10
H26-11
H26-12
1 inch = 83 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)

02-REZ-05-21 Zoning Area Map




04/22/2021 08:11


04/22/2021 08:11


04/22/2021 08:11

City of Marquette, MI

Region

Mackinac Co.	359	3
Menominee Co.	1,693	39
Ontonagon Co.	386	20
Schoolcraft Co.	275	4

Sources: Michigan Department of Community Health; Centers for Disease Control and Prevention

said.

The trail system was closed for spring break up and to allow the trails to be cleared of downed trees and debris, according to organizers.

Approved the IamResponding I-year Agreement for $300.00
Approved having the Planning Commission start working on the Short Term Rentals
Approved the Covid-19 Emergency Policy
• Communications
The meeting was adjourned at 7:31 p.m.
Source: Ishpeming Township
Tammie Leece
Deputy Clerk

PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing on the following matters at their regular meeting scheduled for 6:00 P.M. on Tuesday, **May 4, 2021:**

02-SUP-05-21 – 1103 & 1107 N. Fourth St. (PIN: 0320320 & 0320330): Myetski Architects, Inc. is seeking a Special Land Use permit for a new duplex dwelling located at 1103 & 1107 N. Fourth Street.

03-SUP-05-21 – 450 E. Ohio St. (PIN: 0171945): Ryan and Travis Brayak are seeking a Special Land Use permit for an Accessory Unit Dwelling located at 450 E. Ohio Street.

02-REZ-05-21 – 616 Fisher St. (PIN: 0130101): John & Tena Bender and Superior Housing Solutions are requesting to rezone the property located at 616 Fisher Street that is zoned Medium Density Residential (MDR) to be zoned Mixed-Use with Conditional Rezoning (MU CR). The applicant has submitted a conditional rezoning statement which states the conditions that are proposed by the applicant.

The public hearing for these requests will begin at 6:00 p.m. on Tuesday, **May 4, 2021**, and the meeting will be held virtually with Commission members and Staff attending remotely. This meeting will be streamed on the City of Marquette YouTube channel, at https://www.youtube.com/user/CityofMarquetteGov. Please note that the YouTube livestream will have at least a 20 second delay, and that anyone that wishes to offer public comment via Zoom (directions are provided below) will need to open the livestream to follow along while they wait to enter the meeting. In order to offer a live video comment, you must visit: https://us02web.zoom.us/j/81133144060. Members of the public wishing to call in and make a comment over the phone will need to call 312-626-6799 and enter the meeting ID (811 3314 4060).

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

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

Volume 135, No. 88

THE MINING Journal
228-2500

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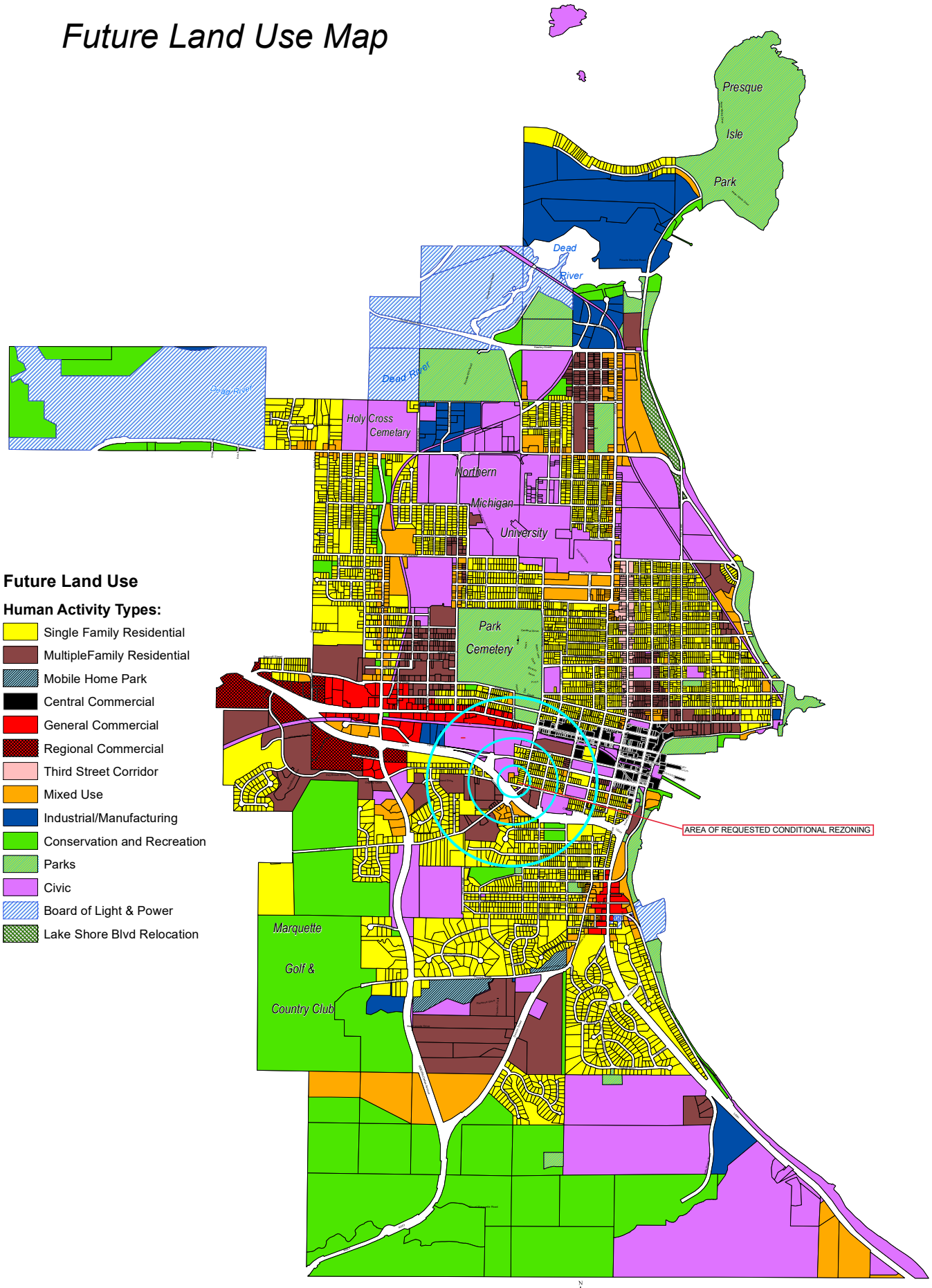
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Page 112 of 258

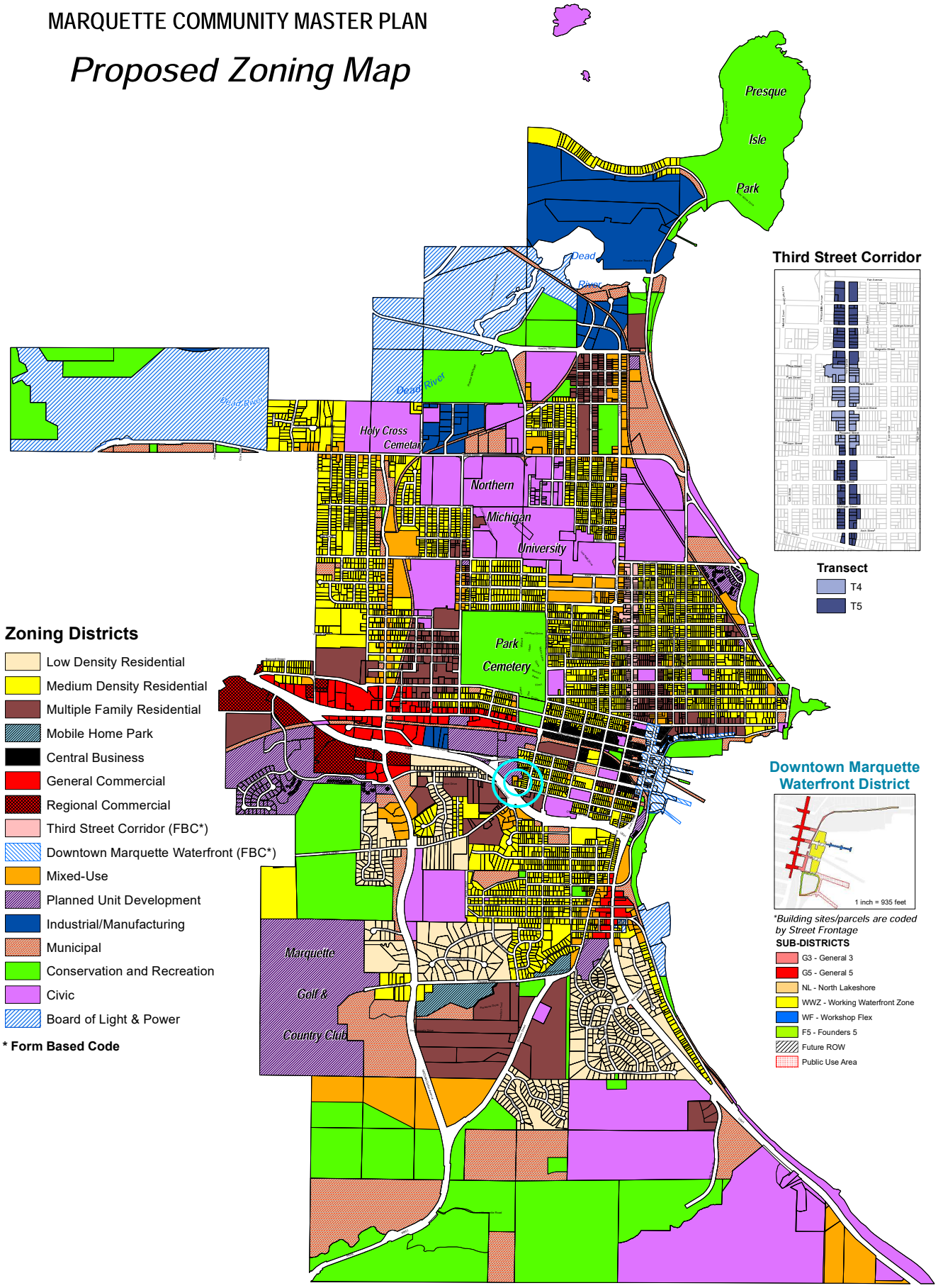
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map



Rezoning

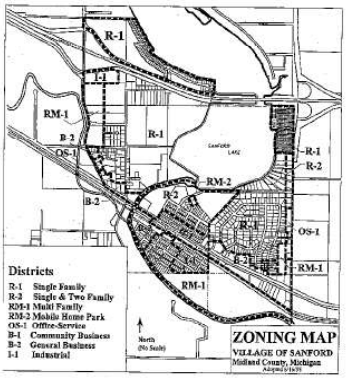
- The main question that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific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

20

Rezoning Factors to Consider

RE: Question One (previous page)

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



21

Rezoning Factors to Consider

RE: Question Two (previous page)

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

22

SPOT ZONING



Characteristics

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

Result

- Typically ruled invalid if challenged in court.

23

Comments in Rezoning of 616 Fisher St

Rick Bissonnette <[redacted]>

Sun 4/25/2021 9:24 AM

To: Andrea Landers <alanders@marquettemi.gov>

Please submit the following comments for the upcoming hearing concerning 616 Fisher St. rezoning.

Rick Bissonnette and Pat Foster-Bissonnette
601 Fisher St.
Marquette, MI 49855

To Marquette City Planning Commission members:

We are writing this letter to oppose the rezoning of 616 Fisher Street to Mixed-use with Conditional Rezoning.

The current property is zoned to be owner occupied, yet the owners John/Tena Bender moved away at least a year ago. The Rezoning to the mixed use would allow this property to be run by an outside firm, and thus we feel would not be run as well as if the owner had to live there to address the endless problems we have encountered from the residents at this property.

My wife, and I have lived at this address for 16 years. We have raised our children, and grandchildren in this household. We over the years have had many problems with residents of the group home across the street from us. The problems, many documented by the Marquette City Police Department include the following... Trespassing, destruction of property, breaking into garage and using tools, public drunkenness, public urination, cruel treatment of animals, yelling things at my family, and twice we have had residents stalking my daughter (once by a documented sex offender). A recent incident involved harassing our daughter, and granddaughter where they had to lock the doors of their car in our driveway. Thee police were called for that incident as well. We have had to warn our children, and now grandchildren (one of whom lives with us currently) not to go outside by themselves, or ever talk to the people who live across the street. We pretty much try to keep to ourselves. There are police, fire, ambulances at the home quite often for various problems.

We feel our property value, as well as the property value of my neighbors, are affected by our proximity to this home because of the residents. I therefore, feel that the community would be better served if this property were not rezoned. We personally would like to see the home sold as a private residence.

Sincerely,
Rick Bissonnette & Pat Foster-Bissonnette

RE: Public comment

Lenten, Michael S. VHAIRO <[redacted]>

Mon 5/3/2021 3:40 PM

To: Andrea Landers <alanders@marquettemi.gov>

Andrea: Embarrassingly I attached the draft that was not proof read…..Here is the corrected draft. Sorry, and thanks you!

Committee

My name is Michael Lenten. I am a clinical social worker who has served the residents of this community for 15 years. I spent a decade with Pathways community mental health and I am now in private practice in Marquette at UP counseling as well as a homeless prevention and stabilization Clinician for the Veterans health Administration in Marquette. I am writing to express my support in Superior Housing Solutions Zoning of the Fisher street location. As a clinician in the area I have had both current and historical connection to the fisher street location. SHS is continuing the tradition started by "Benders boarding house" by assisting those Marquette residence who are simultaneously significantly at risk, low income and high need in acquiring safe, centrally located and stable housing options. In the last two years I have witnessed Ryan Redmond's efforts to expand the usefulness of SHS in the Marquette area. They are often the first on the scene, the first to assist and willing to pick up the pieces that are all too often dropped by the system as a whole. I encourage this community, the committee and all other entities who have a stake in assisting maquettes homeless population to do their best to support all SHS is and will be doing in the future. No system is without its faults, cracks and weaknesses. SHS provides a safety net for those residents who all too often fall through those imperfections in the system, they are a vital and needed resource and they deserve the support of this community in furthering their mission. Thank you for your time. Have a wonderful day.

From: Andrea Landers <alanders@marquettemi.gov>
Sent: Monday, May 3, 2021 3:08 PM
To: Lenten, Michael S. VHAIRO <[redacted]>
Subject: [EXTERNAL] Re: Public comment

Hi,

We have received your correspondence and it will be read into the record at tomorrow's meeting.

Sincerely,
Andrea

Andrea Landers
Zoning Official
City of Marquette

*****Please note that we have a web portal for the Land Development Code and an interactive map located at** http://online.encodeplus.com/regs/marquette-mi/index.aspx*******

Office Hours are 7:30 a.m. to 4:30 p.m.
alanders@marquettemi.gov
906-225-8383
www.marquettemi.gov

From: Lenten, Michael S. VHAIRO <[redacted]>
Sent: Monday, May 3, 2021 3:00 PM
To: Andrea Landers <alanders@marquettemi.gov>
Subject: Public comment

Committee

My name is Michael Lenten. I am a clinical social worker who has served the residence of this community for 15 years. I spent a decade with Pathways community mental health and I am now in private practice in Marquette at UP counseling as well as a homeless prevention and stabilization Clinician for the Veterans health Administration in Marquette. I am writing to express my support in Superior Housing Solutions Zoning of the Fisher street location. As a clinician in the area I have had both current and historical connection to the fisher street location. SHS is continuing the tradition started by "Benders boarding house" by assisting those Marquette residence who are simultaneously significantly at risk, low income and high need in acquiring safe, centrally located and stable housing options. In the last two years I have witnessed Ryan Redmond's efforts to expand the usefulness of SHS in the Marquette area. They are often the first on the scene, the first to assist and willing to pick up the pieces that are all to often dropped by the system as a whole. I encourage this community, the committee and all other entities who have a steak in assisting maquettes homeless community to do their best to support all SHS is and will be doing in the future. No system is without its faults, cracks and weaknesses. SHS provides a safety net for those residence who all to often fall through those imperfections in the system, they are a vital and needed resource and they deserve the support of this community in furthering their mission. Thank you for your time. Have a wonderful day.

Michael S Lenten LMSW
Clinical Social Worker
OGJVAMC Homeless Prevention Program
1414 West Fair Avenue, Suite 285
Marquette, MI 49855
[redacted]

Agenda Date: 5/10/2021

Consent Agenda
Schedule Public Hearing-Single Lot Special Assessment Roll #588

BACKGROUND:

Chapter 40, Section 40-21 of the 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.”

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:

$1,185.21 plus accruing interest and penalties.

RECOMMENDATION:

Schedule a Public Hearing for May 24, 2021, to confirm Single Lot Special Assessment Roll #588.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Single Lot Special Assessment Roll #588

CITY OF MARQUETTE - SINGLE LOT SPECIAL ASSESSMENT ROLL #588

Property	Legal Description	Single Lot Special Assessment	Total
Parcel #0281630 Michael Camilli 1901 Mildred Ave Marquette, MI 49855 Property Address: **515 Lincoln Ave**	ASIRE'S ADD LOT-251	Unpaid charges for: Invoice #14939 Fire Rental Code Compliance Inspection **plus interest, and special assessment fee**	**$161.92**
Parcel #0090470 KM-UP Properties LLC 411 Center St Marquette, MI 49855 Property address: **1010 Champion St**	WHITE'S ADD LOT-4, BLOCK-5	Unpaid charges for: Invoice #14781 Late Filing of Property Transfer Affidavit **plus interest, and special assessment fee**	**$291.00**
Parcel #0480680 Marquette Property Group Inc P.O. Box 542 Marquette, MI 49855 Property address: **2301 Presque Isle Ave**	NORTH MARQUETTE ADDITION LOTS 15 & 16, BLOCK 6	Unpaid charges for: Invoice #14510 Fire Rental Code Compliance Inspection **plus interest, and special assessment fee**	**$110.47**
Parcel #0190740 Peter Meldrum 414 S Seventh St Marquette, MI 49855 Property address: **539 W Ridge St**	HARLOW'S ADD. #1 THE W. 25' OF LOT-10, BLOCK-10	Unpaid charges for: Invoice #13793 Fire Rental Code Compliance Inspectoin **plus interest, and special assessment fee**	**$112.12**
Parcel #0180570 Carrie Sanderson 222 W Michigan St Marquette, MI 49855 Property address: **222 W Michigan St**	JOHN BURT'S ADD. LOT-10, BLOCK-4	Unpaid charges for: Invoice #14992 Fire Rental Code Compliance Inspection **plus interest, and special assessment fee**	**$100.84**
Parcel #0230730 Carrie Sanderson c/o 313 West Michigan St LLC 222 W Michigan St Marquette, MI 49855 Property address: **313 W Michigan St**	HARLOW'S ADDITION #4 THE W 34' OF LOT 61, EXC THE E 2.3' OF THE S 10.2'	Unpaid charges for: Invoice #14992 Fire Rental Code Compliance Inspection **plus interest, and special assessment fee**	**$100.85**
Parcel #0520470 Debra Scott 800 LaSalle Marquette, MI 49855 Property address: **207 W Nicolet Blvd**	SHIRAS HILLS SUBDIVISION #1 LOT-47, EXCLUDING THAT PART OF LOT-47 SHIRAS HILLS SUB. #1 DESC. AS COMM. AT THE S.E. COR. OF LOT-47; TH. N. 85 DEG. 29'40" W., 87.44' ALONG THE S. LIN OF LOT-47 TO THE P.O.B.; TH. CONT. N. 85 DEG. 29'40" W., 41.00' ALONG SAID S. LINE; TH. N. 04 DEG. 30'20" E., 4.00'; TH. S. 85 DEG. 29'40" E.; TH. S. 04 DEG. 30'20" W., 4.00' TO THE P.O.B.	Unpaid charges for: Invoice #14760 Fire Rental Code Compliance Inspection **plus interest, and special assessment fee**	**$127.67**
Parcel #0180820 Jesse Wright 1020 Co Rd 480 Marquette, MI 49855 Property address: **521 High St**	JOHN BURT'S ADD. LOT-2, BLOCK-6	Unpaid charges for: Invoice #0180820 Fire Rental Code Compliance Inspection **plus interest, and special assessment fee**	**$180.34**
TOTAL SINGLE LOT ASSESSMENT			**$1,185.21**

Agenda Date: 5/10/2021

Consent Agenda
SpinwayMQT, LLC – Lease Agreement

BACKGROUND:

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

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

The proposed lease agreement was introduced at the Commission's April 26, 2021 meeting and approved as recommended to move the lease agreement forward to the May 10, 2021 meeting.

FISCAL EFFECT:

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

RECOMMENDATION:

Approve the lease agreement with SpinwayMQT, LLC for leased greenspace between the Lakeshore Parking Lot and Iron Ore Heritage Trail at the rate of $500 for a six-month period with the Downtown Development Authority receiving the proceeds, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease Agreement
- Insurance

LEASE AGREEMENT

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

Recitals

A. The City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 is the owner of the real property located at 245 S. Lakeshore Boulevard in the City of Marquette. The Lessor manages the real property located at said address.

B. Lessee desires to lease and Lessor is willing to lease to Lessee a 10 foot x 24 foot section of the property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail as shown in Exhibit "A" located on Lessor's managed property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

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

2. Term of Lease

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

3. Rent

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

4. Use of Premises

4.1 Lessee shall use the premises only for installation and operation of an Automated Bicycle Rental Vending Terminal. Bicycles shall be non-motorized.

4.2 Minor grading and installation of an aggregate base and sono-tube for rack anchorage are permitted at the Lessee's sole expense and maintenance responsibility.

4.3 Prior to installation of the Automated Bicycle Rental Vending Terminal, Lessee will meet with MDDA employees to discuss logistics for the use of the Premises.

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

a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environment type hazards;
b) constitute a violation of any public law or requirement;
c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
d) constitute a public or private nuisance;
e) interfere with other uses of the Premises;
f) permit refuse to accumulate in or around leasehold; or
g) prohibit or restrict public access through the premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated area as shown on Exhibit A. Lessee is permitted to display the signage connected to the Bicycle Rental Vending Terminal, as shown in Exhibit B. Being located on leased property and connected to the Bicycle Rental Vending Terminal, such signage is excepted from the sign standards within the City of Marquette Land Development Code.

6. Non-exclusive Use of Premises

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

7. Maintenance and Repair

7.1 Lessee shall be solely responsible for the maintenance and repair of the Automated Bicycle Rental Vending Terminal and all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.

8.2 Lessee shall not permit any activity on the Premises which would case Lessor's rate for the insurance described herein to be increased.

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

8.4 Lessee, at its sole expense, shall maintain liability insurance protecting and insuring Lessee, Lessor, and the City of Marquette from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall not be less than One million and 00/100 Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death

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

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

9. Assignment/Subletting

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

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

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

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

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

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its Automated Bicycle Rental Vending Terminal and returned the property to its original condition, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same and returning the property to its original condition shall be the financial responsibility of Lessee.

15. Option to Renew

Lessor grants to Lessee an option to renew this lease for two additional terms, similar with the initial term. The rental rate and term of each renewal shall be agreed upon by the parties prior to the start date of any renewal period; however, all other terms and conditions of the renewal term to be the same as those herein. To exercise this option, Lessee must give Lessor written notice of the intention to renew at least sixty (60) days before the initial term or any renewal terms expires.

16. Future Expansion

Any expansion of additional Automated Bicycle Rental Vending Terminals on real property owned by the City of Marquette shall require negotiation between the City of Marquette, the Lessee and the Lessor, if said property is located within the boundaries of the Downtown Development Authority District.

17. Miscellaneous

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

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

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

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

17.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

17.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

17.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

OWNER
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

L. Michael Angeli, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

LESSOR
MARQUETTE DOWNTOWN
DEVELOPMENT AUTHORITY

Jermcy L. Ottaway, DDA Board Chairperson

LESSEE
SPINWAYMQT, LLC

Peter Duex

Its: LLC MEMBER

EXHIBIT A

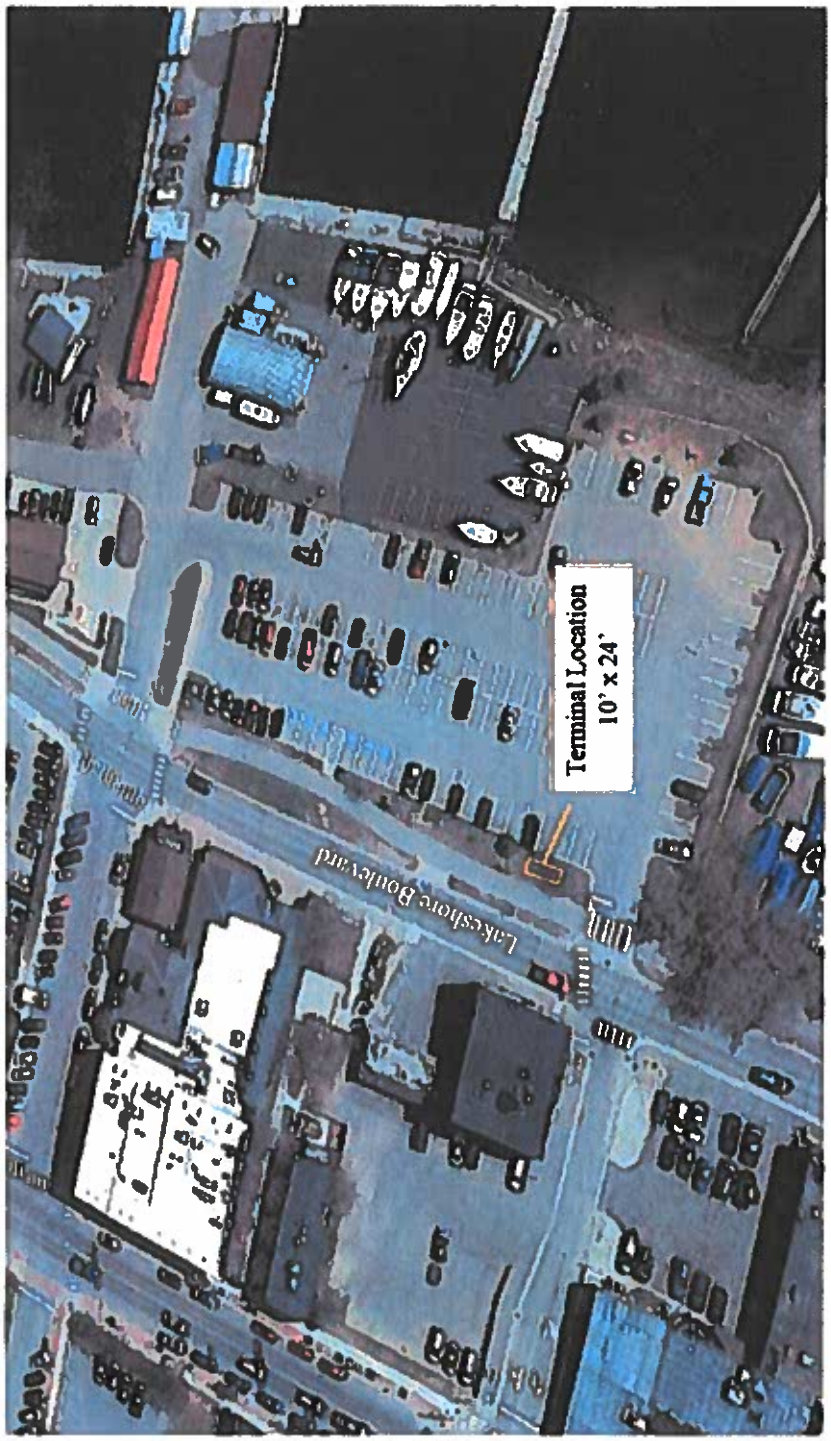
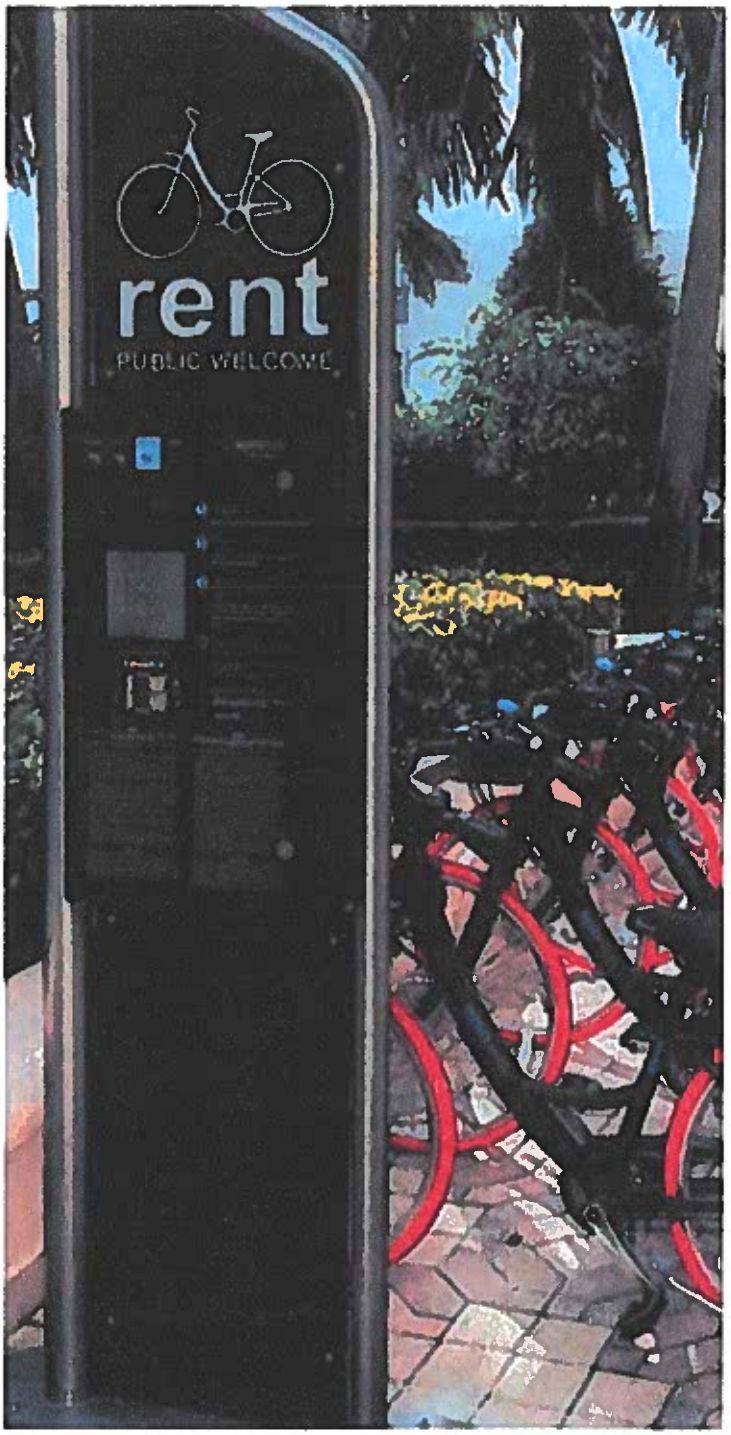


EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2021

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

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

PRODUCER	CONTACT NAME: Rhonda Rousseau	
Northern Insurance Agency 601 Ludington St. Escanaba MI 49829	PHONE (A/C, No, Ext): (906) 786-2122	FAX (A/C, No): (906) 789-0660
	E-MAIL ADDRESS: rhonda@ni-agency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Home-Owners Ins. Co.	
INSURED SpinwayMQT LLC 1599 Altamont Street Marquette MI 49855	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Specimen **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			Specimen	04/21/2021	04/21/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ EXCLUDED
							Premises/Operations	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Subject to signed contract and premises location in Marquette
City of Marquette and MDDA are listed as additional insured

CERTIFICATE HOLDER

Marquette Downtown Development Authority
337 W Washington Street
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

Paul J. Fox

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Agenda Date: 5/10/2021

Consent Agenda
UP Community Rowing Club - Storage Lease

BACKGROUND:

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

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

The UPCRC has held this lease since 2009.

The proposed lease agreement was introduced at the Commission's April 26, 2021 meeting and approved as recommended to move the lease agreement forward to the May 10, 2021 meeting.

FISCAL EFFECT:

The City will realize $417 annually.

RECOMMENDATION:

Approve the lease agreement with the Upper Peninsula Community Rowing Club, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

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

Recitals

A. Lessor is the owner of the real property adjacent to Lake Superior and Founders Landing Parcel 3 in the City of Marquette.

B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit "A" located on Lessor's real property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

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

2. Conditions

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

3. Term of Lease

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

4. Rent

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

5. Use of Premises

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

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

a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;

b) constitute a violation of any public law or requirement;

c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);

d) constitute a public or private nuisance;

e) interfere with other uses of the Premises; or

f) permit refuse to accumulate in or around leasehold.

6. Non-exclusive Use of Premises

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

7. Maintenance and Repair

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

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.

8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

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

8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

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

9. Assignment/Subletting

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

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

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

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

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

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

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

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

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

15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

CITY OF MARQUETTE:

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

L. Michael Angeli, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

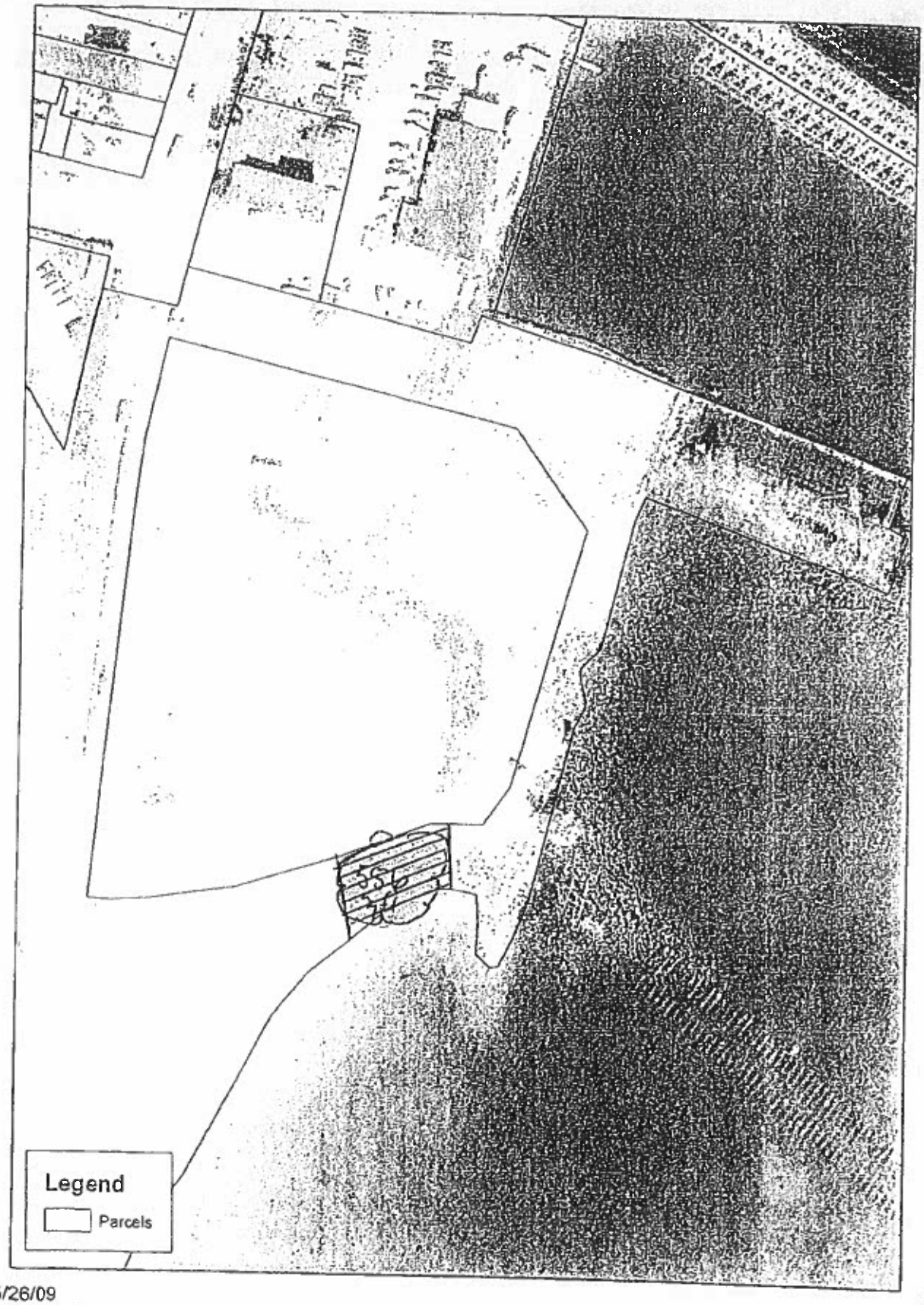
UPPER PENINSULA COMMUNITY ROWING CLUB, INC.

By: Lynette Vannelsenaer
Its: President

By:
Its:

86

Exhibit A - U.P. Rowing Club



05/26/09
City of Marquette
Community Development

Not to Scale

N
W E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** W20658585 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Watercraft Liability [X] Sexual Abuse: $1M/$2M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		HDGL19000411	12/31/2020	12/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HDGL19000411	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SI8EX01492-201	12/31/2020	12/31/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Accident Medical Expense incl. volunteers & participants			US1396202	12/31/2020	12/31/2021	Limit	$25,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Bauer

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Agenda Date: 5/10/2021

Consent Agenda
Water and Wastewater Computer Hardware Upgrade

BACKGROUND:

The City of Marquette utilizes a Process Control SCADA Computer System to operate the Water and Wastewater Utilities. Unlike most office or business computers, the computers operate continuously to monitor the operations and trend the data. Like any modern industry, the computers control all operations 24/7. The current computers have reached the end of their lifecycle and do not support the latest Microsoft operating system which means that they may not receive the latest security updates.

FISCAL EFFECT:

$130,000 was budgeted in the FY 20/21 Capital Outlay Budget for the SCADA software and hardware upgrade.

RECOMMENDATION:

Authorize the purchase of Water and Wastewater SCADA computer hardware from SHI International being the preferred supplier of computer hardware for $22,022.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- SHI Quote

Pricing Proposal
Quotation #: 20264461
Created On: 3/29/2021
Valid Until: 4/28/2021

City of Marquette

Todd Carruth
M
United States
Phone: (906) 228-0418
Fax:
Email: tcarruth@marquettemi.gov

Inside Account Executive

James Ernst
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-652-3056
Fax: 732-507-1538
Email: james_ernst@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	OptiPlex 3080 Micro Dell - Part#: 3000081940599.1 **Note:** Estimated Delivery - 5/13	6	$646.00	$3,876.00
2	Precision 5820 Tower Dell - Part#: 3000081939755.1 **Note:** Estimated Delivery - 4/14	4	$1,968.00	$7,872.00
3	Mobile Precision 3551 Dell - Part#: 3000081940598.1 **Note:** Estimated Delivery - 4/19	1	$1,734.00	$1,734.00
4	Dell 24 Monitor - P2419H Dell - Part#: 3000081940600.1 **Note:** Estimated Delivery - 4/2	10	$168.00	$1,680.00
5	Advantech Modular Multi-Touch Panel Computer Advantech - Part#: TPC-5XXX-BTO	1	$3,047.00	$3,047.00
			1 qty. contingency	$3,360.00
			Total	~~$18,209.00~~ $18,522.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Pricing Proposal
Quotation #: 20189805
Created On: 3/12/2021
Valid Until: 4/11/2021

City of Marquette

Todd Carruth
M
United States
Phone: (906) 228-0418
Fax:
Email: tcarruth@marquettemi.gov

Inside Account Executive

James Ernst
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-652-3056
Fax: 732-507-1538
Email: james_ernst@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PowerEdge R440 Dell - Part#: 3000080865231.1 **Note:** Estimated Delivery - 4/5	1	$2,989.00	$2,989.00
			Total	$2,989.00

Additional Comments * More Drives $3,500.00

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Agenda Date: 5/10/2021

Consent Agenda
Water and Wastewater Computer System Upgrade

BACKGROUND:

The City of Marquette utilizes a Process Control SCADA Computer System to operate the Water and Wastewater Utilities. Unlike most office or business computers, the computers operate continuously to monitor the operations and trend the data. Like any modern industry, the computers control all operations 24/7. The current version of Wonderware is out of date and has limited support. It also does not support the latest Microsoft operating system which means that they may not receive the latest security updates.

FISCAL EFFECT:

$130,000 was budgeted in the FY 20/21 Capital Outlay Budget for the SCADA software and hardware.

RECOMMENDATION:

Award the bid to Wonderware Midwest for $85,525 which includes a 10% contingency for possible integration help, and authorize the Mayor and City Clerk to sign the Professional Services Contract with Wonderware Midwest for the SCADA software upgrade.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Professional Services Contract and Quote

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this 10th day of May 2021, between the City of Marquette, hereinafter called "City" and Wonderware Midwest LLC, a Wisconsin Corporation, hereinafter called "Consultant".

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

Article 1

Project Name

The name of the Project shall be: Water & Wastewater Computer System Upgrade

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other upgrade services necessary to perform work as described in the Consultant's pre-engagement documentation to City (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project: May 1, 2022

Article 4

Terms and Conditions

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

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

FEE:
Services and reimbursable costs will be paid as billed per the proposal requirements in an amount not to exceed $85,525.00.

BILLINGS/PAYMENTS:
Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within thirty (30) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to City, suspend performance of services until all past due amounts are paid.

TERMINATION:
City, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by Consultant, upon fourteen (14) days written notice delivered to Consultant personally, by email or by certified mail at Consultant's address below.

Immediately after receiving such notice, Consultant shall discontinue advancing the services under this Contract and proceed to close the operations under this Contract. Consultant shall appraise the services it has completed and submit an appraisal to City for evaluation. City shall have the right to inspect Consultant's work to appraise the services completed.

Consultant shall deliver to City all drawings, specials provisions, field survey notes, reports, estimates and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

In the event of such termination or abandonment, Consultant shall be paid for services performed prior to receipt of said notice of termination, including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based on a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by Consultant and City. However, in no event shall the fee exceed that set forth above.

City shall make final payment within sixty (60) days after Consultant has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this contract is terminated, City shall have the option of completing the work or entering into a contract with another party for the completion of the work according to the provisions and agreements herein.

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

INSURANCE:
Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to City. Each insurer shall have a

current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

A. General Clauses

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

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

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

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

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

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

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

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

B. Workers' Compensation

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

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

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

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

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

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

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

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

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

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

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

PURCHASING AGENT DESIGNATION AND AUTHORITY:
Mark O'Neill, Director of Municipal Utilities, is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on City and Consultant.

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

Signed this 28th day of April, 2021.

CITY OF MARQUETTE

Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

Wonderware Midwest, LLC

Cameron Thompson
Witness

By: Kevin J. Conrad

Its: Director, Finance + Operations

Address: 1757 N Patrick Blvd Suite 110 Brookfield WI 53045

Telephone #: (262) 432-1168

APPROVED AS TO SUBSTANCE:

L. Michael Angeli
City Manager

APPROVED AS TO FORM:

Suzanne Larsen
City Attorney

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

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

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

PRODUCER	CONTACT NAME: Sentry Customer Service	
Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	PHONE (A/C, No, Ext): 800-473-6879	FAX (A/C, No): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Sentry Insurance Company	24988
INSURED	INSURER B :	
GS Systems, Inc. Wonderware Midwest 175 N Patrick Blvd Brookfield, WI 53045-5889	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2185490 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X BUSINESSOWNERS LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			2505440004	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2505440001	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			2505440005	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2505440003	11/01/2020	11/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Employment Related Practices Liability		N / A	2505440006	11/01/2020	11/01/2021	Limit of Insurance	$ 100,000
							Defense Expense Limit of Insurance	$

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

CERTIFICATE HOLDER

City of Marquette
City Hall
300 W Baraga Ave
Marquette, MI 49855-4712

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
John Hyland

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Kyle Zdroik		GS Systems, Inc. Wonderware Midwest
POLICY NUMBER		
2505440004		
CARRIER	NAIC CODE	
Sentry Insurance Company	24988	EFFECTIVE DATE: 11/01/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Businessowners

Coverage provided is primary and non-contributory per the terms of endorsement BP 14 88

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ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

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

PRODUCER	CONTACT NAME: Sentry Customer Service	
Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	PHONE (A/C, No, Ext): 800-473-6879	FAX (A/C, No): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GS Systems, Inc. Wonderware Midwest 175 N Patrick Blvd Brookfield, WI 53045-5889	INSURER A : Sentry Insurance Company	24988
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2185490 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
175 N Patrick Blvd Ste 110
Brookfield, WI 53045-5857

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] BOP CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD [X] SPECIAL — CONTENTS $1,000 [ ] EARTHQUAKE [ ] WIND [ ] FLOOD	2505440004	11/01/2020	11/01/2021	[ ] BUILDING [X] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$ $ 276,000 $ $ $ $ $ $
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	[ ] CRIME TYPE OF POLICY					$ $ $
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to attached

CERTIFICATE HOLDER

City of Marquette
City Hall
300 W Baraga Ave
Marquette, MI 49855-4712

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

John Hyland

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Kyle Zdroik		GS Systems, Inc.
POLICY NUMBER		
2505440004		
CARRIER	NAIC CODE	
Sentry Insurance Company	24988	EFFECTIVE DATE: 11/01/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

Businessowners

Coverage provided is primary and non-contributory per the terms of endorsement BP 14 88

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Exhibit "A"

WONDERWARE MIDWEST
AVEVA UPGRADES
PRE-ENGAGEMENT DOCUMENTATION

March 5, 2021

OVERVIEW

General Project Information

Customer Information

City of Marquette

City Hall

300 West Baraga Avenue

Marquette MI 49855

Project Information

Project ID	PR10307 – AVEVA Upgrades
Project Goals	1) Upgrade water and wastewater AVEVA InTouch Applications 2) Implement AVEVA Historian for wastewater AVEVA InTouch Application
Justification	The current InTouch Applications at the City of Marquette water and wastewater facilities are currently at versions 10.1 and 10.6, respectively. Both versions are currently in the *Mature* support phase; this means that if an issue occurs the support options will be limited to known resolutions for known issues, and there will be no further hot fixes or patches released for the version. These versions also do not support the latest Microsoft operating systems which means they may not be eligible to receive the latest security updates for their operating system. An upgrade to the latest version, AVEVA InTouch 2020 R2, would bring both systems back to *Mainstream* support and would also support the newest Microsoft operating systems; both of which help to ensure that your system is up to date and secure. AVEVA Historian is already owned by the City of Marquette but it has not been implemented to this point. The AVEVA Historian allows for enhanced data collection. Since this software is already owned by the City of Marquette we would like to get it up and running with the wastewater application, since that is the larger of the applications.

Time and Materials – This project's estimated cost for included services is on a time and material basis. Wonderware Midwest will bill for time and material expenses monthly until the project has been completed, with a minimum per monthly billing of four hours if hours are consumed in that month. We will notify the contacts listed below if these expenses are planned to accrue beyond the original estimated cost prior to billing anything beyond that cost.

For projects greater than $10,000 the customer will be required to place a down payment of 50% of the estimated services to hold time on our schedule. Once these prepaid hours are fully utilized Wonderware Midwest will invoice the remaining amount of the estimate. There is a minimum per monthly consumption of four hours only if services hours are consumed in that month. Any prepaid payments will expire two (2) years from the date of purchase.

Any deviations from the assumptions or information in this original product scope or the unplanned inclusion of specifically excluded items will require a change request to the original purchase order to include additional time to cover these items, or the issuance of a new purchase order to cover these items.

Project Contacts

Wonderware Midwest Contacts

Name	Role	Contact Information
Matthew Schulteis	Manager – Technical Services	Matt.schulteis@wonderwaremidwest.com 262-432-1163
Joe Finn	SCADA Practice Lead	Joe.finn@wonderwaremidwest.com 262-432-1081
Chris Roesing	Senior Application Consultant	Chris.roesing@wonderwaremidwest.com 262-432-1161

City of Marquette Contacts

Name	Role	Contact Information
Dan Johnston	Engineer	djohnston@marquettemi.gov 906-225-4053
Mark O'Neill	Water/Wastewater Superintendent	moneill@marquettemic.gov 906-228-0485

Detailed Project Information

Services Summary

Item	Activity	Description
1.	Installation/Upgrade Planning	- Investigation of existing applications - Project management tasks
2.	Installation	- Installation of AVEVA InTouch HMI 2020 R2 on wastewater clients (9 clients) and water clients (3 clients) for a total of 12 client installations - Installation of AVEVA Historian 2020 R2 on one server class physical or virtual machine - Installation of upgraded Operations Integration drivers for communication
3.	Migration	- Migration of existing wastewater and water AVEVA InTouch HMI applications from versions 10.6 and 10.1 to version 2020 R2 - Migration of existing Operations Integration configurations to the upgraded versions of drivers

		- Migration of historical trends to modern controls in wastewater application to utilize Historian data - Resolution change from 1024x768 to 1920x1080
4.	Testing	- Functional testing of both wastewater and water applications to ensure connectivity and screens are working as expected - Functional testing of Historian to ensure wastewater tags are being logged as expected and new trending works properly
5.	Documentation	- Architectural and implementation documentation
6.	Travel	- Travel
7.	Travel Expenses	- Hotel and Rental Expense

Commercial Summary

Item	Activity	Total (USD)
1-5	AVEVA Professional Services – Installation/Upgrade Planning, Installation, Migration, Testing, Documentation	$18,600.00
6	Travel	$ 2,200.00
7	Travel Expenses	$ 1,320.00
Total		**$22,120.00**

Assumptions

The following are assumptions / considerations under which the services and schedule have been determined. Any deviation may result in extended timeline and additional costs to the client (Wonderware Midwest will notify if an extended timeline is necessary or if additional costs for expenses and/or services will be incurred):

- City of Marquette will make all the necessary information requested by Wonderware Midwest available in a timely manner in preparation for the deployment and pre-configuration of the application
- City of Marquette will make all required personnel and resources available to Wonderware Midwest during the project
- City of Marquette systems meet all hardware and software requirements (see *System Requirements* section below)
- All required third party licenses will be provided by City of Marquette

City of Marquette is expected to provide resources to support the project through its duration. The table below lists the functions, descriptions, and the expected engagement duration for each of the resources.

Function	Activities
Database Administrator	- Provide Access to SQL Server (SA access level required) - Provide required server details
IT Administrator	- Provide Access to Historian Server and Clients (Admin Access Required) - Provide required server details - Provide required credentials

3

Network Administrator	• Ensure required network ports are enabled and open

Project responsibilities are as follow:

Item	Project Activity	City of Marquette	WWMW
1.	Procurement of Server Hardware, Client Hardware, with supported operating systems	X	
2.	Physical Installation of Server Hardware, Client Hardware, and networking needs	X	
3.	Base operating system configuration		X
4.	Installation of AVEVA Software version 2020 R2 on clients and server		X
5.	Migration of AVEVA InTouch HMI Applications		X
6.	Migration of Operations Integration drivers		X
7.	Implementation of AVEVA Historian with wastewater InTouch Application		X
8.	Functional testing of InTouch Applications and Historian	X	X
9.	Documentation		X

System Requirements

Below are the documented system requirements for the AVEVA products involved in this upgrade, since the City of Marquette is responsible for providing all hardware in this project, please ensure that all hardware meets minimum or, preferably, recommended specifications for the software it will be running. At this time, we have not received detailed information from the City of Marquette on the hardware, so we have not had the ability to verify that it meets necessary requirements.

Application	Level	Logical Processors	RAM	Free Disk Space	Network Speed
Application Server Nodes					
Small Application (1 - 25,000 I/O per Node)	Minimum	4	2 GB	100 GB	100 Mbps
	Recommended	8	4 GB	200 GB	1 Gbps
Medium Application (25,000 - 50,000 I/O per Node)	Minimum	8	8 GB	200 GB	1 Gbps
	Recommended	16	12 GB	500 GB	1 Gbps
Large Application (> 50,000 I/O per Node)	Minimum	16	16 GB	500 GB	1 Gbps
	Recommended	32	24 GB	1 TB	Dual 1 Gbps
Galaxy Repository Nodes					
Small Galaxy (1 - 50,000 I/O per Node)	Minimum	4	2 GB	100 GB	100 Mbps
	Recommended	8	4 GB	200 GB	1 Gbps
Medium Galaxy (50,000 - 200,000 I/O per Node)	Minimum	8	8 GB	200 GB	1 Gbps
	Recommended	16	12 GB	500 GB	1 Gbps
Large Galaxy (> 200,000 I/O per Node)	Minimum	16	16 GB	500 GB	1 Gbps
	Recommended	32	24 GB	1 TB	Dual 1 Gbps
Historian Server Nodes					
Small Historian (1 - 50,000 Historized Tags per Node)	Minimum	4	2 GB	100 GB	100 Mbps
	Recommended	8	4 GB	200 GB	1 Gbps
Medium Historian (50,000 - 200,000 Historized Tags per Node)	Minimum	8	8 GB	200 GB	1 Gbps
	Recommended	16	12 GB	500 GB	1 Gbps
Large Historian (> 200,000 Historized Tags per Node)	Minimum	16	16 GB	500 GB	1 Gbps
	Recommended	32	24 GB	1 TB	Dual 1 Gbps
Thin Client Nodes					
RDP clients, ITAA, mobile devices	Minimum	2	512 MB	N/A	100 Mbps
	Recommended	4	2 GB	N/A	100 Mbps
Client Nodes					
WindowViewer, ViewApp, Historian Client, Remote IDE	Minimum	4	1 GB	100 GB	100 Mbps
	Recommended	8	4 GB	200 GB	1 Gbps
Remote Desktop Server Nodes					
Basic RDS, ITAA Server Supports up to 15 concurrent remote sessions	Minimum	8	8 GB	200 GB	1 Gbps
	Recommended	16	12 GB	500 GB	1 Gbps
Large RDS, ITAA Server Supports up to 30 concurrent remote sessions	Minimum	16	16 GB	500 GB	1 Gbps
	Recommended	32	24 GB	1 TB	Dual 1 Gbps
All-In-One Nodes					
Small Application - All products on one node: 1,000 I/O max	Minimum	8	8 GB	200 GB	100 Mbps
	Recommended	12	12 GB	500 GB	1 Gbps
Medium Application - All products on one node: 20,000 I/O max	Minimum	12	16 GB	500 GB	1 Gbps
	Recommended	16	32 GB	1 TB	1 Gbps
Large Application - All products on one node: 100,000 I/O max	Minimum	20	32 GB	2 TB	1 Gbps
	Recommended	24	64 GB	4 TB	1 Gbps

1) To calculate the number of logical processors: multiply the number of physical cores by the number of threads each core can run. A four core CPU that runs two threads per core provides eight logical processors. The terms "Hyper-Threading and "simultaneous multithreading" (SMT) are also used to describe logical processors.
2) SSD drives are highly recommended.
3) In redundant environments, increase CPU and RAM to maintain a maximum of 40% typical resource utilization
4) For optimal performance of all-in-one nodes, a high clock speed (>2.8 GHz) is recommended
5) For Application Server platform nodes, it is recommended that you deploy no more than two AppEngines per logical processor (typically one primary AppEngine and one backup).
6) For large applications on all-in-one nodes, dual XEON processors are recommended

And below are operating system requirements for the AVEVA products involved in this upgrade. Please ensure that all client and server operating systems are listed below prior to the project kicking off.

NOTE: Supported only on x64 Operating Systems and SQL Server
With the release of System Platform 2020, a 64-bit operating system and SQL Server version are now required for all System Platform core products: Application Server, InTouch OMI, InTouch HMI, and the Historian. Running in a 64-bit environment provides a common environment for all products and ensure that you get the best performance from your System Platform installation.

OS Environment Compatibility

- Windows 10 1803 SAC Enterprise
- Windows 10 1809 SAC Enterprise
- Windows 10 1903 SAC Enterprise, Professional
- Windows 10 1909 SAC Enterprise, Professional
- Windows 10 2004 SAC Enterprise, Professional
- Windows 10 2016 LTSC Enterprise, IoT Enterprise
- Windows 10 2019 LTSC Enterprise, IoT Enterprise
- Windows 10 20H2 SAC Enterprise
- Windows 8.1 Enterprise, Professional
- Windows Server 2012 Data Center, Embedded ❗
- Windows Server 2012 R2 Data Center, Embedded ❗, Standard
- Windows Server 2016 Data Center, Standard
- Windows Server 2019 LTSC Data Center - Desktop Experience, IoT - Desktop Experience, Standard - Desktop Experience

Below are the SQL Server requirements for the AVEVA products involved in this upgrade. Wonderware Midwest strongly recommends the usage of Microsoft SQL Server Standard Edition for the Historian repository database. SQL Server Standard Edition Licensing would need to be provided by the City of Marquette. If no Standard Edition licensing is available, we will install Express Edition which is supported but has limitations and restrictions.

Database Environment Compatibility

- SQL Server 2012 Enterprise, Express-SSMSE ❗, Standard SP4
- SQL Server 2014 Enterprise, Express-SSMSE, Standard SP3
- SQL Server 2014 Enterprise
- SQL Server 2016 Enterprise, Express-SSMSE ❗, Standard SP2
- SQL Server 2017 Enterprise, Express-SSME ❗, Standard
- SQL Server 2019 Enterprise, Express-SSME, Standard

Milestones

1) **Pre-engagement Meeting – Remote meeting to discuss this document and walk the City of Marquette through the project from start to finish**
2) **Kickoff Meeting – Remote meeting to kick off the work. At this time a purchase order has been received and scheduling has been discussed and likely finalized. During this meeting, the consultant working on your project will join and any necessary files will be transferred to begin work. This is also the point at which any further development**

on your legacy systems will need to be cut off, or those changes will not get into the newly migrated version of the application.

3) Internal testing
4) Final functional testing and commissioning
5) Document Delivery – After the work has been completed the final piece of the project will be the delivery of documentation (see the *Deliverables* section for more information)

Deliverables

Wonderware Midwest will provide an implementation document that contains the following information:

1) General computer information
    a. Name
    b. IP Address
    c. Operating System Information
    d. Location
2) Installation Information
    a. Wonderware Products and Versions
    b. Application Information
    c. License Information
3) Architecture
4) Suggestions moving forward

Engagement Method

On-Site – Travel will be required as part of this project scope and will be billed as expenses are incurred. The customer is responsible for time consumed in travel, lodging, airfare, car rental and other travel expenses. If air travel is required the customer is responsible for a cancelable, no restriction, full coach fare ticket, including baggage fees from Milwaukee, Minneapolis, or Chicago via major carrier. Car rentals are billed for midsize grade, on-airport, full insurance, and daily rate rental.

We have included up to five days of on-site time to complete installations, configurations, and testing of the upgraded clients and InTouch Applications as requested by the City of Marquette. The remainder of the work will be migrating the application and resolution in our office to ensure everything looks to be in a proper working order prior to coming on-site with it.

~~Remote – Travel will not be included in this project and all work will be done remotely. Wonderware Midwest requires stable and accessible remote connectivity with a minimum speed of 25 Mbps. If remote connectivity causes connection issues it may delay or extend this project from original estimates and timelines.~~

Rate Information

Wonderware Midwest's consulting rate is $200.00 per hour of consulting activity and travel during normal business operating hours (Monday through Friday, 8:00 AM through 5:00 PM). All consulting activity completed beyond these normal operating hours will be billed at a rate of $400.00 per hour. Travel on the weekends (Saturday or Sunday) will be billed at $400.00 per hour if the travel is at the request of the customer.

Timeframe for Completion

Wonderware Midwest consultants are generally available to begin scheduled engagements within a week of notification. Requests for immediate service will be entertained but are strictly subject to availability of the consultants. Scheduling of resources will be done once a purchase order has been placed with Wonderware Midwest. A purchase order must be provided prior to confirming the services. We can accept your order via email: orders@wonderwaremidwest.com.

STAKEHOLDER REVIEW AND APPROVAL

Standard GS Systems, Inc. Terms and Conditions of Sale apply to ALL purchase agreements for consulting services. Please visit the bottom of our homepage – www.wonderwaremidwest.com – to review.

We approve the project as described above and authorize the team to proceed.

☒ **I have read and accept the stated Terms and Conditions of this sale and the project scope included in this document**

Mark O'Neill — **Customer Approval**

4-16-21 — **Date**

GS Systems, Inc.
175 N Patrick Blvd
Suite 110
Brookfield WI 53045
(866) 826-9725, Ext. 2
orders@wonderwaremidwest.com

Quote

#Q23870

Revision # 2
Date 4/15/2021
Expires 5/14/2021
Terms Net 10

Bill To

City of Marquette
City Hall
300 West Baraga Avenue
Marquette MI 49855
United States

Ship To

City of Marquette
City Hall
300 West Baraga Avenue
Marquette MI 49855
United States

Project	Contact	Sales Support Admin	Account Executive	Shipping Method
Upgrades & Consulting	Dan Johnston	Cami Thompson	Finn, Joe P	Electronic

Item	Qty	UOM	Unit Price	Extended Price
Consulting Services Performed by Wonderware Midwest Estimate - See attached scope of work Travel time and expenses are additional. Please review and provide a signed copy of the project scope along with the purchase order.	93	Hr	$200.00	$18,600.00
Billable Travel Time Estimate	11	Hr	$200.00	$2,200.00
Billable Expenses Estimate	1	ea	$1,320.00	$1,320.00
10-7001 AVEVA Customer FIRST Support, Standard+ Level Agreement ID: New Agreement Effective Date Range: Expires two years from date of purchase	1	ea	$36,170.00	$36,170.00
InTch-06-N-20 Functional upgrade to AVEVA InTouch HMI 2020 Workstation 60K Tag with I/O Pricing is based on upgrading the following license Upg, OEM InTouch RT 60K Tag w/IO SN 908142	1	ea	$5,210.00	$5,210.00
InTch-10-N-20 Functional upgrade to AVEVA InTouch HMI 2020 Workstation 60K Tag no I/O Pricing is based on upgrading the following license Upg, OEM InTouch RT 60K Tag w/o IO SN 908143, 908144	2	ea	$4,090.00	$8,180.00
CF-STANDRD-N-WW AVEVA Customer FIRST Support for InTouch Functional Upgrades, Standard Level (Required) Agreement ID: New Agreement Effective Date Range: Expires two years from date of purchase	1	ea	$6,070.00	$6,070.00

GS Systems, Inc.
175 N Patrick Blvd
Suite 110
Brookfield WI 53045
(866) 826-9725, Ext. 2
orders@wonderwaremidwest.com

Quote

#Q23870

Revision # 2
Date 4/15/2021
Expires 5/14/2021
Terms Net 10

Comments:

Subtotal	$77,750.00
Shipping	$0.00
Sales Tax	$0.00
Total	$77,750.00

+ 10% 7,775.00
85,525

This quote is an estimate of suggested products to be purchased and should not be viewed as fully satisfying the needs of a particular design or functional objective. It is limited to the products, quantities and prices shown.

AVEVA software products and prices included in this quote are made available for resale with the understanding that the required implementation services at the ultimate end-user customer are being provided by a recognized AVEVA System Integrator partner with the appropriate certification credentials.

Terms and Conditions Highlights:

All orders are subject to and limited by Wonderware Midwest Terms and Conditions of Sale which can be found at www.wonderwaremidwest.com . Notice of objection and rejection of any additional or different terms in any form delivered by the customer is hereby given. Any performance on the part of the buyer against this sale will be considered willful acknowledgement and acceptance of these terms.

- Quoted pricing is valid for 30 days from quotation date unless stated otherwise
- Payment is due at invoice date, Net 10 days to approved credit
- Delivery: Software orders normally ship within 5 business days; Hardware orders are usually longer, often several weeks. Please confirm delivery prior to ordering
- Products are shipped FOB supplier shipping point, freight prepaid. Prices shown do not include shipping/handling charges
- Prices shown do not include any taxes which may be applicable
- UPS ground is standard shipping method
- Replacement cost of lost or stolen software license can be 80% of acquisition cost
- AVEVA software is intended for installation on MS retail Windows OS Systems; not intended for OEM Windows versions*
- All sales are deemed final at time of shipment

*Per AVEVA End User License Agreement (EULA)

We can accept your order via email: orders@wonderwaremidwest.com

Agenda Date: 5/10/2021

Unfinished Business
City Manager Search Discussion

BACKGROUND:

On May 1 the City Commission interviewed six candidates for the position of City Manager.

The candidates interviewed for the position included Richard Downey of Kronenwetter, Wis.; Sean Hobbins of Marquette, Mich.; Karen Kovacs of Milan, Mich.; John Kramer of Aurora, Ill.; Gary Simpson of Marquette, Mich.; and Daniel Stoltman of Kremmling, Colo.

As current City Manager Mike Angeli plans to retire shortly, the Commission must make a decision on how to move forward with filling this position. In the past, a City Commission subcommittee has been formed to negotiate a contract with the successful candidate. The appointment of a new City Manager and the approval of their employment contract would then be brought back to the Commission for approval.

FISCAL EFFECT:

There is sufficient funding in the budget for the City Manager position.

RECOMMENDATION:

Following discussion, consider making an offer of employment for the Marquette City Manager position, and authorize the Mayor to appoint three City Commissioners to work with staff to negotiate a mutually-acceptable contract for employment with the candidate for consideration at the May 24 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 5/10/2021

Unfinished Business
Founders Pile Reuse - Construction Contract

BACKGROUND:

As part of the Brownfield Plan for Founders Landing, various public improvements were agreed to be made and funded through the Plan. The final public improvements required for the Founders Landing development project include redevelopment of the pier and reuse or removal of the existing piling structures. The project area is located on Lake Superior east of and adjacent to the Founders Landing development and south of the Lower Harbor ore dock. The north set of piles are directly east of Baraga Street and the south set of piles are east of the Hampton Inn.

GEI Consultants of Marquette was contracted to conduct a feasibility study in August of 2018 and found reuse of the piles as two public piers to be feasible.

The City Commission held a work session on the subject in April of 2019 where GEI presented the pier concepts and findings of its feasibility study. At its March 4, 2019 regular meeting, the City Commission approved GEI Consultants for the preliminary design phase for the Founders Landing pier project. Since that time the public has had opportunities to comment on the ongoing design at the Harbor Advisory Committee, Arts and Culture Advisory Committee, Marquette Public Art Commission, and the Parks and Recreation Advisory Board.

A work session with the City Commission and GEI Consultants was held on May 22, 2019 where a reduced scope project was presented to stay within budget. At its regular meeting on July 29, 2019, the City Commission approved the construction contract with Kokosing Industrial contingent upon state and federal permitting. Since that time, permitting at the state and federal level has dictated that the design be changed to allow for littoral water flow, effectively swapping the use of each pier. With this change the southern pier will now provide day use parking for personal watercraft, along with possible event space and the proposed sail shaped sun shades. Then northern pier will provide the accessible kayak launch and lake viewing window.

The contract with Kokosing Industrial was never executed since the United States Army Corps of Engineers have yet to approve the final permit. Due to the design changes and the extended timetable of the project, Kokosing Industrial came back with a proposed 40% increase in costs and concerns about meeting a 2021 construction schedule. Based on this, GEI has been working with JF Brennan out of Duluth, MN, to value engineer the project to meet the City's budget. The City Commission held a work session with GEI and JF Brennan on February 18, 2021 to discuss reducing the length of the northern pier and adjusting the size of the southern pier to meet the budget. At that work session staff and GEI determined the Commission would like to see both piers built with reduced lengths and the full width of the south pier for possible event space. This site plan is attached.

Having determined that there was no advantage to competitive bidding because of work already

completed by JF Brennan in conjunction with GEI, staff recommends the City Commission waive the bidding process and award the construction contract to JF Brennan for construction of the piers at a not-to-exceed fee of $5,670,000.00.

Staff has worked with the City Attorney and JF Brennan to develop the contract.

FISCAL EFFECT:

Adequate funding has been allocated through the Founders Landing Brownfield TIF plan.

RECOMMENDATION:

Approve the construction contract with JF Brennan Company, Inc. for construction of the piers at a not-to-exceed fee of $5,670,000 contingent upon the dissolution of the existing obligation to enter into a contract with Kokosing Industrial, and authorize the Mayor and City Clerk to sign the agreement once required state and federal permits have been issued.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

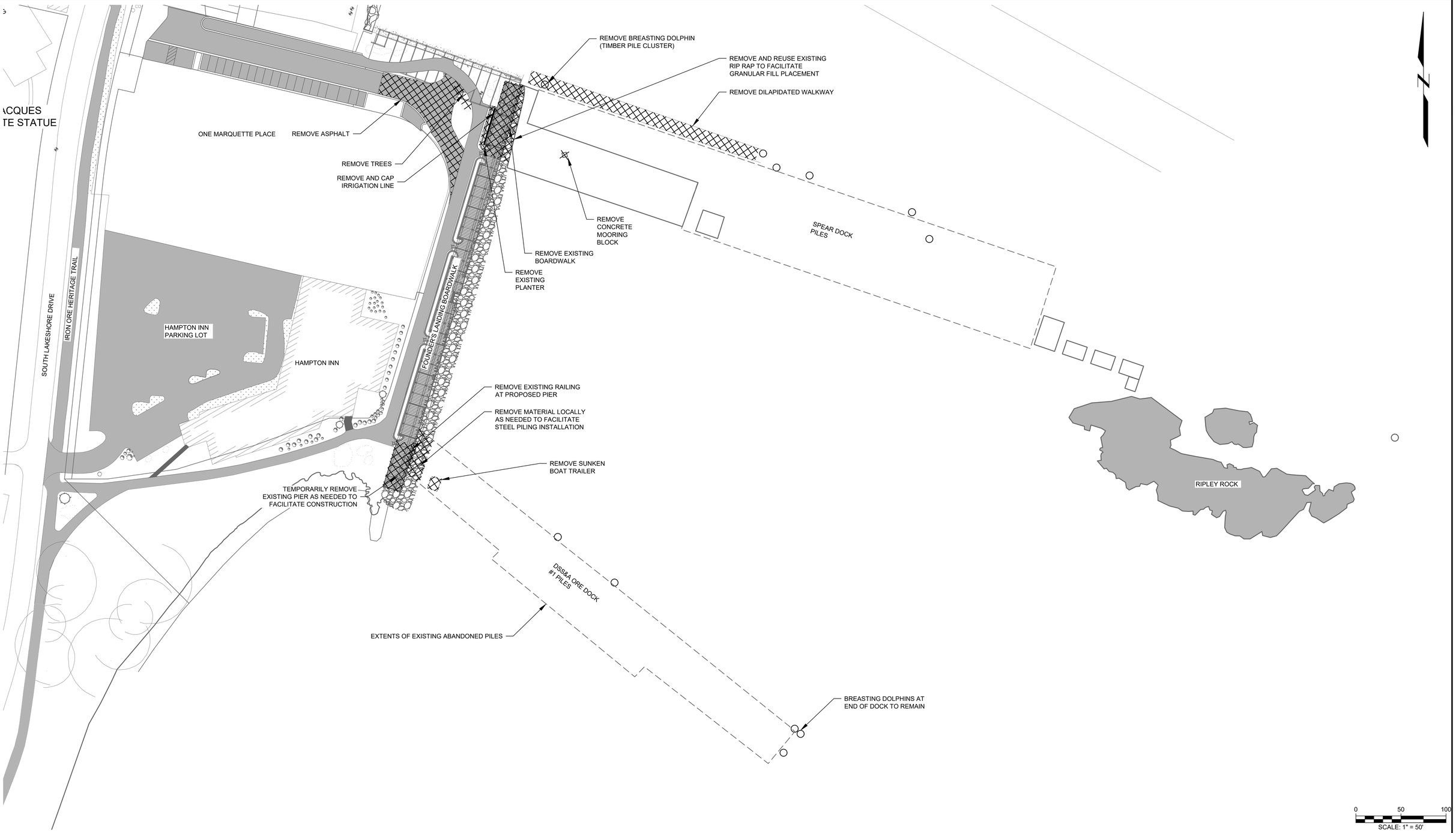
Description

- Site Plan
- Contract



Preliminary

Attention: 0 1" If this scale bar does not measure 1" then drawing is not original scale.					GEI Consultants SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!	Designed: JEP Checked: JWP Drawn: JEP Approved By: GMM	CITY OF MARQUETTE MARQUETTE, MI GEI Project 1901368	SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI EXISTING CONDITIONS	DWG. NO. C-01 SHEET NO. 4 OF 28
	0	5/1/2020	ISSUE FOR	GMM					
	NO.	DATE	ISSUE/REVISION	APP					



Preliminary

SHEET NOTES:

1. TRIM TOPS OF EXISTING TIMBER PILING AS NEEDED TO PROVIDE ADEQUATE CLEARANCE FOR PROPOSED DOCK SUBSTRUCTURES AND FRAMING.
2. REMOVE INDIVIDUAL TIMBER PILES AS NEEDED TO ALLOW FOR PROPOSED STEEL PILING INSTALLATION.

Attention:

0 1"

If this scale bar does not measure 1" then drawing is not original scale.

NO.	DATE	ISSUE/REVISION	APP
0	5/1/2020	ISSUE FOR	GMM

GEI Consultants
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Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

DEMOLITION PLAN

DWG. NO.
C-02

SHEET NO.
5 OF 28

\\IMQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\5 DEMOLITION PLAN.dwg - 5/26/2020

EXISTING CONCRETE DOCK

ALUMINUM GANGWAY RAMP TO FLOATING KAYAK LAUNCH 6' WIDE

KAYAK LAUNCH

EXISTING CONCRETE APPROACH

ONE MARQUETTE PLACE

BIKE RACKS

CONCRETE ACCESS PATH

FILLED PIER ABOVE TIMBER CRIB

EXISTING TIMBER CRIB

70'

24'

20'

PILE SUPPORTED PIER

SPEAR DOCK PILES

EXISTING OREDOCK

1
C-04

ACQUES
TE STATUE

SOUTH LAKESHORE DRIVE

IRON ORE HERITAGE TRAIL

HAMPTON INN
PARKING LOT

HAMPTON INN

FRANK'S LANDING BOARDWALK

ALUMINUM GANGWAY RAMP TO FLOATING DOCK 6' WIDE

SMALL CRAFT DOCKING AREA

MEDIUM TO LARGE DOCKING AREA EL. 606.7'

FLOATING WAVE ATTENUATOR (BELOW DECK STRUCTURE)

SPEAR DOCK #1 PILES

248'

92'

30'

25'

30'

EXTENTS OF EXISTING PILE FIELD

BERM EXTENTS

540'

EXISTING BREASTING DOLPHINS

1
C-08

RIPLEY ROCK

0+00 1+00 2+00 3+00 4+00 5+00 7+00 8+00 9+00 10+00 11+00 12+00 12+30

0 50 100
SCALE: 1" = 50'

Preliminary

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0	5/1/2020	ISSUE FOR	GMM

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Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

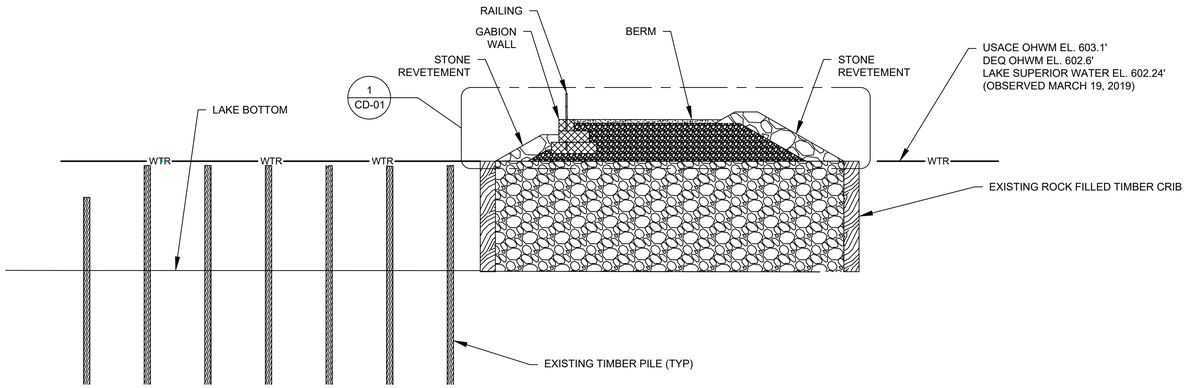
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

PROPOSED SITE PLAN

DWG. NO.
C-03

SHEET NO.
6 OF 28

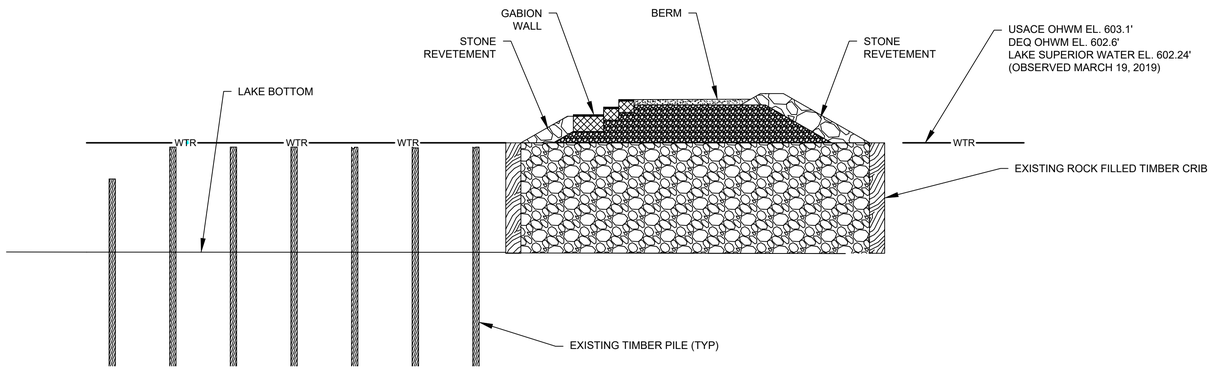
\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\6 PROPOSED SITE PLAN.dwg - 3/16/2021



A C-05 NORTH PIER TYPICAL SECTION - BERM FILL

0 10 20

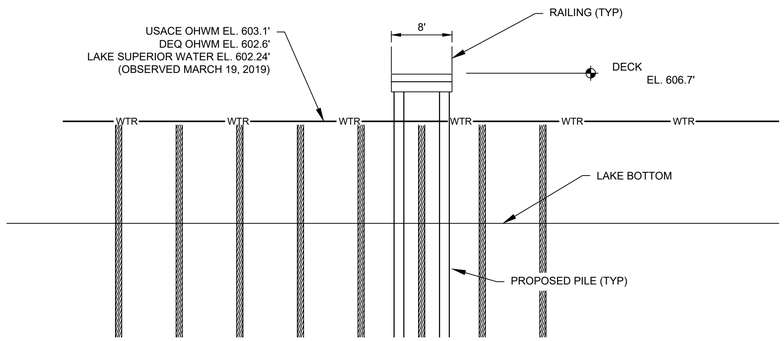
SCALE: 1" = 10'



B C-05 NORTH PIER TYPICAL SECTION - SITTING AREA

0 10 20

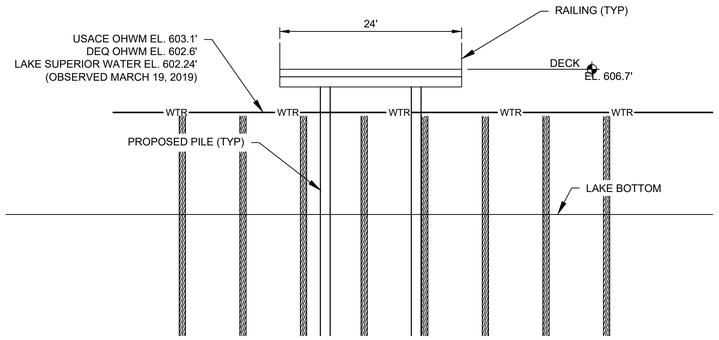
SCALE: 1" = 10'



C C-05 NORTH PIER TYPICAL SECTION - 8' WIDE BOARDWALK

0 10 20

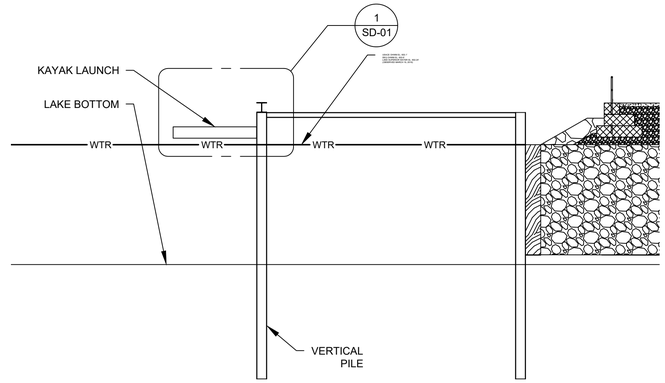
SCALE: 1" = 10'



D C-05 NORTH PIER TYPICAL SECTION - FISHING STATION

0 10 20

SCALE: 1" = 10'



E C-05 KAYAK LAUNCH TYPICAL SECTION

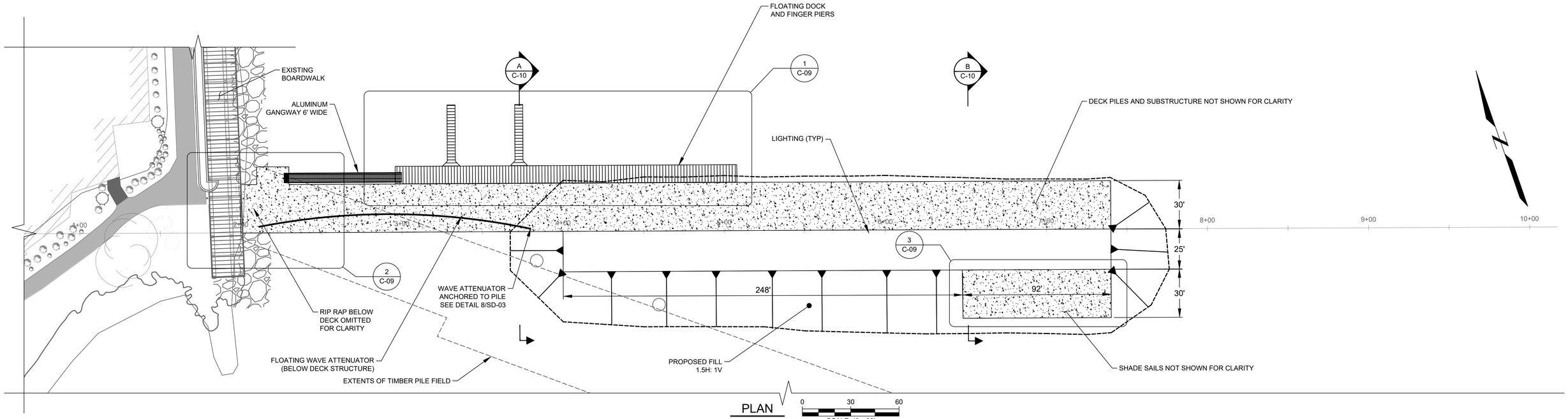
0 10 20

SCALE: 1" = 10'

Preliminary

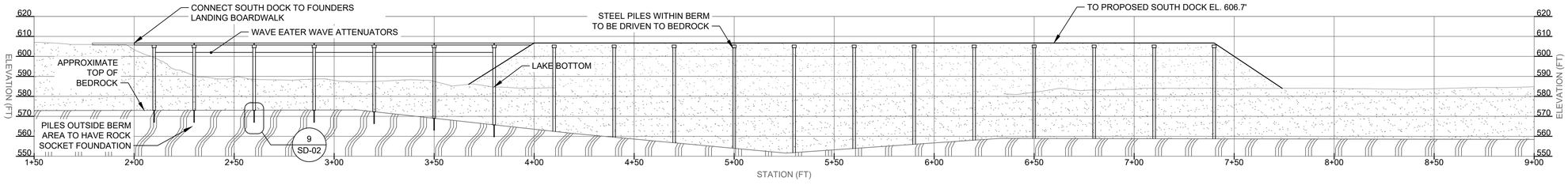
Attention: 0 1" If this scale bar does not measure 1" then drawing is not original scale.				GEI Consultants SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!	Designed: JEP	CITY OF MARQUETTE MARQUETTE, MI
					Checked: JWP	SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI
					Drawn: JEP	DWG. NO. C-07
	0	5/1/2020	ISSUE FOR		Approved By: GMM	NORTH PIER SECTIONS
	NO.	DATE	ISSUE/REVISION	APP	GEI Project 1901368	SHEET NO. 10 OF 28

\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\10 NORTH PIER SECTIONS.dwg - 8/6/2020



PLAN
SOUTH PIER

0 30 60
SCALE: 1" = 30'



PROFILE
SOUTH PIER

0 30 60
SCALE: 1" = 30'

Preliminary

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	0	5/1/2020	ISSUE FOR	GMM
	NO.	DATE	ISSUE/REVISION	APP

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CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

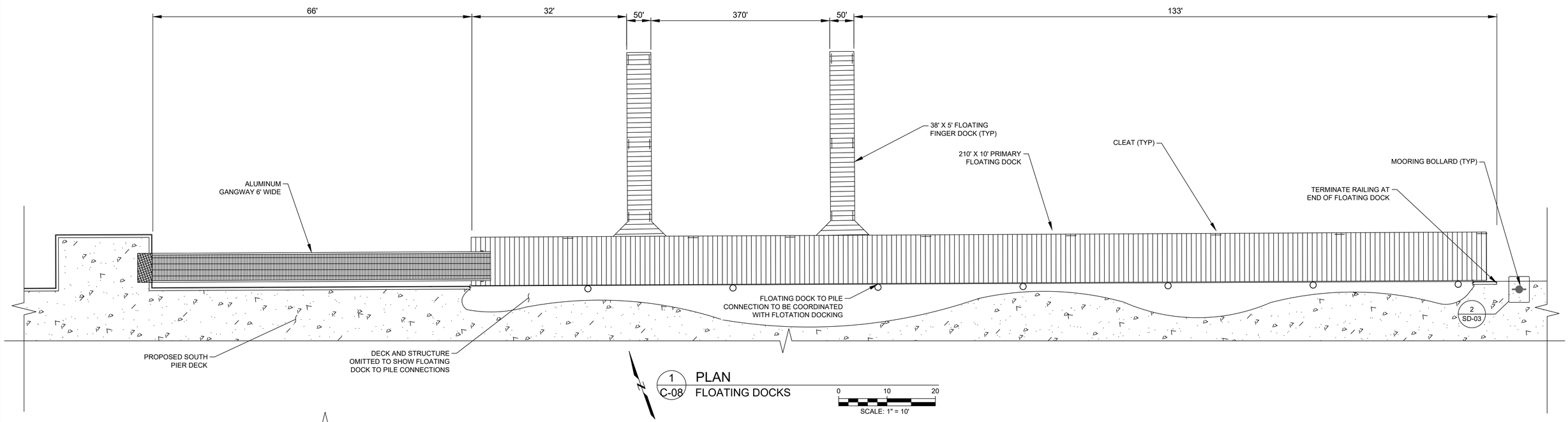
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

PROPOSED SITE PLAN SOUTH PIER

DWG. NO. C-08

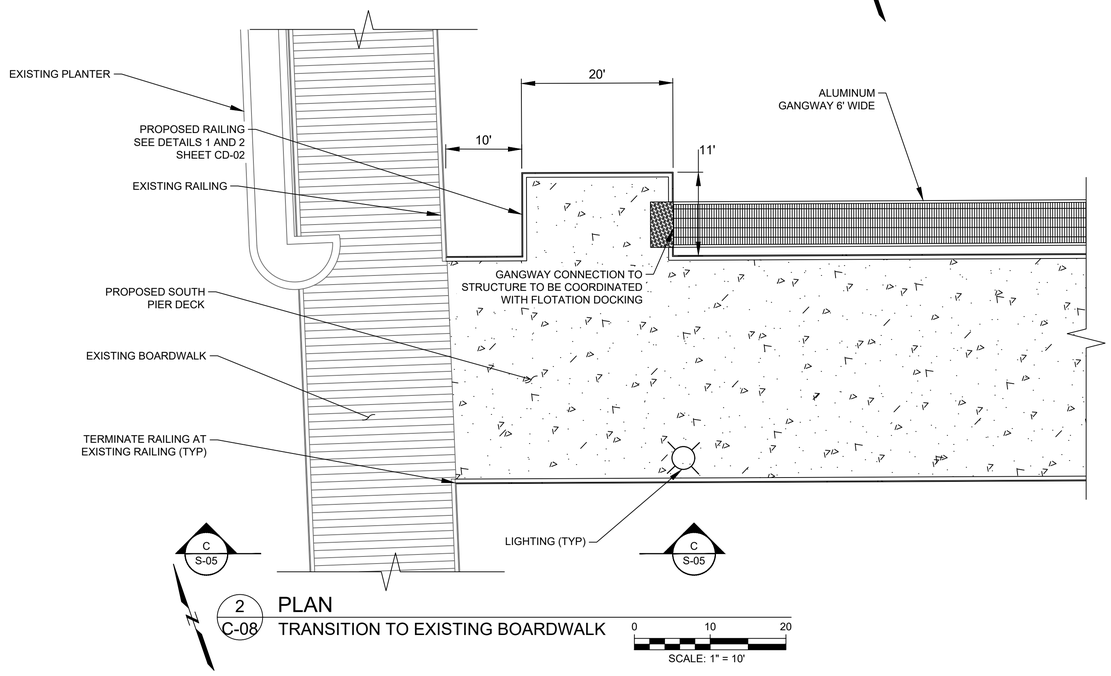
SHEET NO. 11 OF 28

\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\11 PROPOSED SITE PLAN SOUTH PIER.dwg - 3/16/2021



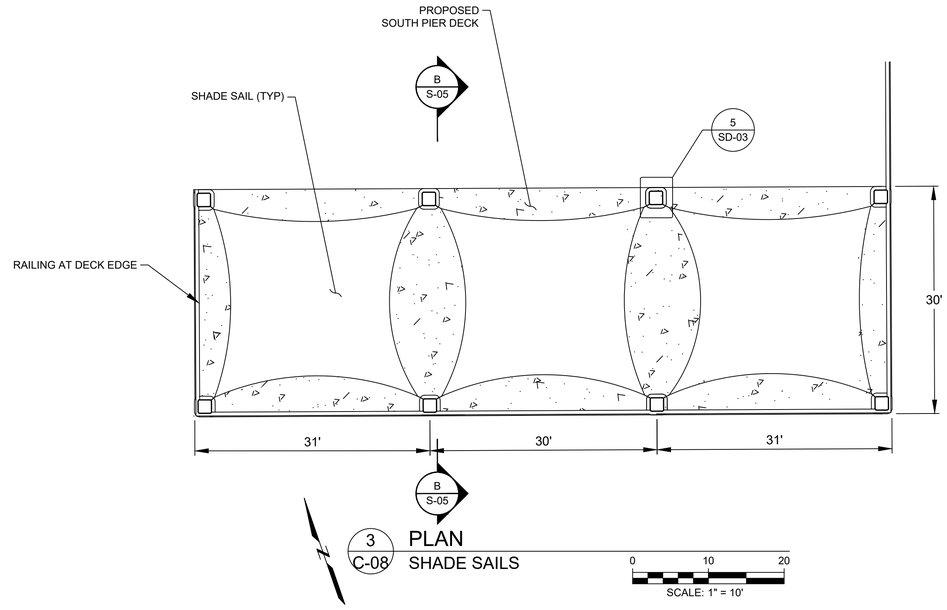
1 C-08 PLAN
FLOATING DOCKS

0 10 20
SCALE: 1" = 10'



2 C-08 PLAN
TRANSITION TO EXISTING BOARDWALK

0 10 20
SCALE: 1" = 10'



3 C-08 PLAN
SHADE SAILS

0 10 20
SCALE: 1" = 10'

Preliminary

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	0	5/1/2020	ISSUE FOR	GMM
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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

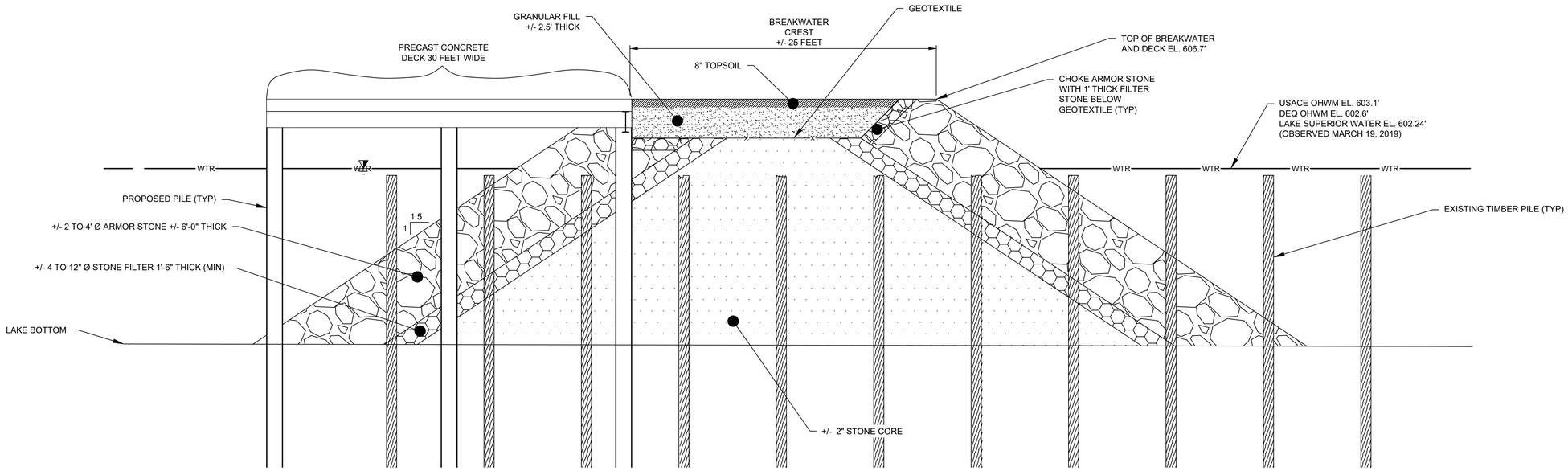
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

DETAIL PLANS SOUTH PIER

DWG. NO. C-09

SHEET NO. 12 OF 28

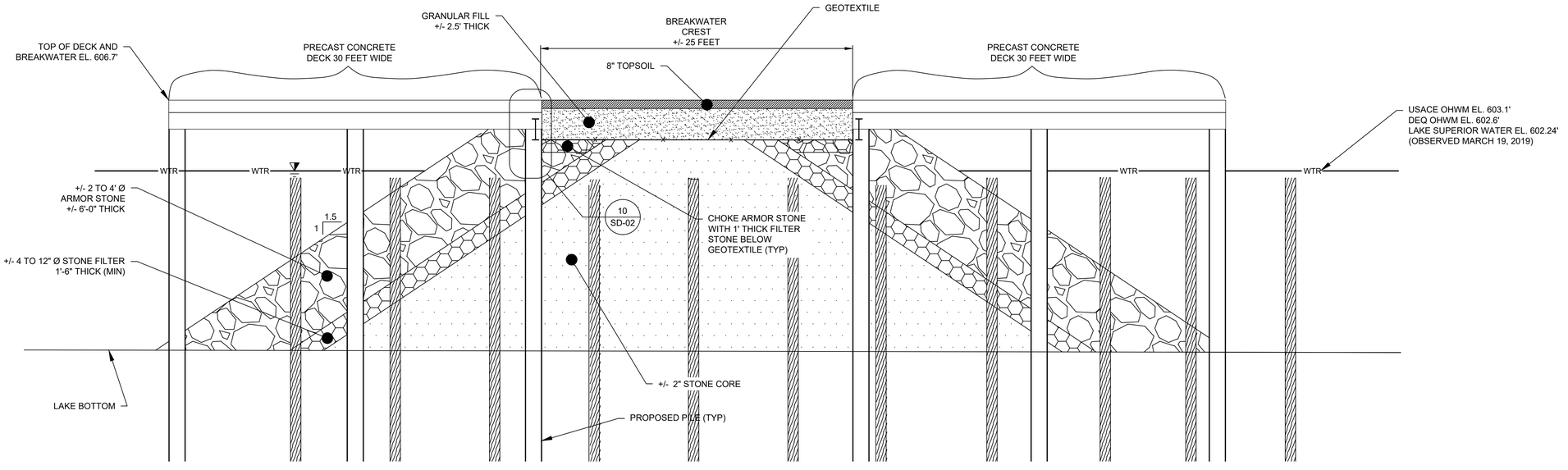
\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\12 DETAIL PLANS SOUTH PIER.dwg - 3/16/2021



A
C-08

SECTION
SOUTH PIER TYPICAL BERM STA. 4+00 TO 7+10

0 5 10
SCALE: 1" = 5'



B
C-08

SECTION
SOUTH PIER TYPICAL BERM STA. 7+10 TO 8+00

0 5 10
SCALE: 1" = 5'

Preliminary

NO.	DATE	ISSUE/REVISION	APP
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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

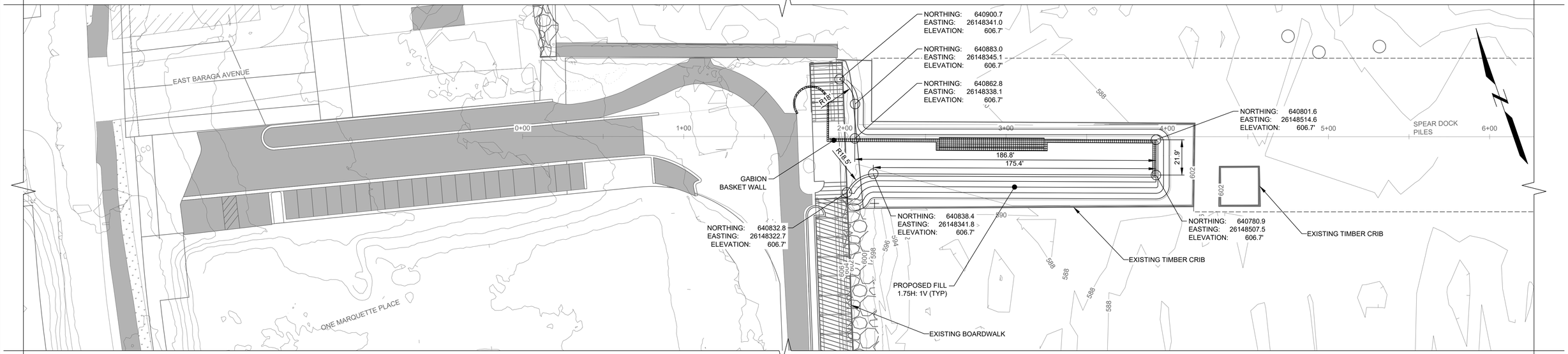
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

SOUTH PIER TYPICAL BERM SECTIONS

DWG. NO. C-10

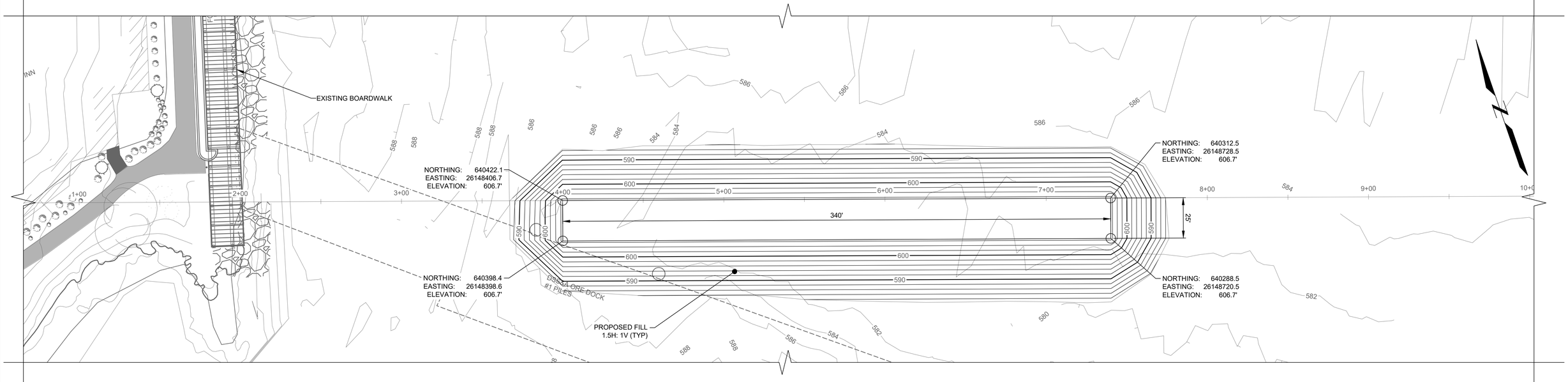
SHEET NO. 13 OF 28

\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\13 SOUTH PIER TYPICAL BERM SECTIONS.dwg - 5/27/2020



1 - PLAN
NORTH PIER GRADING PLAN

0 30 60
SCALE: 1" = 30'



2 - PLAN
SOUTH PIER GRADING PLAN

0 30 60
SCALE: 1" = 30'

Preliminary

Attention:	NO.	DATE	ISSUE/REVISION	APP
0 1"				
If this scale bar does not measure 1" then drawing is not original scale.	0	5/1/2020	ISSUE FOR	GMM

GEI Consultants
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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

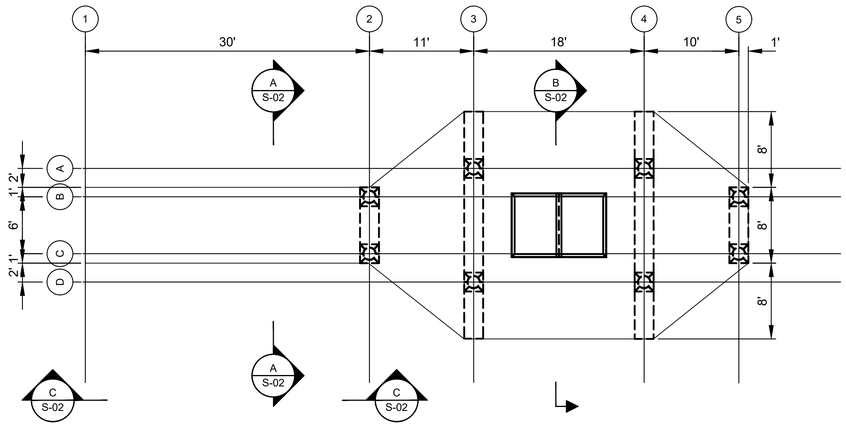
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

PROPOSED SITE GRADING PLANS

DWG. NO. C-11

SHEET NO. 14 OF 28

\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\14 PROPOSED SITE GRADING PLANS.dwg - 8/7/2020

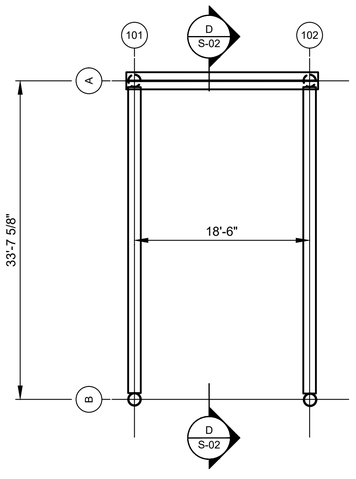


NORTH DOCK FRAMING PLAN

SCALE: 1/8" = 1'-0"

NORTH DOCK FRAMING SCHEDULE

MEMBER	COLUMN LINE	MEMBER SIZE	NOTES
PILING	A - D 2 - 5	16"OD 0.5"THK PIPE PILE	CONCRETE FILLED STEEL PIPE PILES DRIVEN TO BEDROCK
TOE PINS			NO TOE PINS REQUIRED FOR NORTH DOCK PILING
HEADER	B - C 2 , 5	TBD (DESIGN PER PRECAST MFR)	8' WALKWAY HEADER
	A - D 3 - 4	TBD (DESIGN PER PRECAST MFR)	24' FISHING STATION HEADER
DECK	N/A	TBD (DESIGN PER PRECAST MFR)	
GLASS PANEL ANGLE		L4x3x1/4	EMBEDDED OUTER SUPPORTS
GLASS PANEL ANGLE		WT7x21.5	EMBEDDED CENTER SUPPORT
RAILING ANCHORS			EMBEDDED ANCHORS FOR HANDRAILS
LIGHT POLE ANCHORS			EMBEDDED ANCHORS FOR LIGHT POLES
LIGHT POLE CONDUIT			EMBEDDED CONDUIT FOR LIGHT POLES



KAYAK LAUNCH FRAMING PLAN

SCALE: 1/8" = 1'-0"

KAYAK LAUNCH FRAMING SCHEDULE

MEMBER	COLUMN LINE	MEMBER SIZE	NOTES
PILING	A - B 101 - 102	16"OD 0.5"THK PIPE PILE	CONCRETE FILLED STEEL PIPE PILES DRIVEN TO BEDROCK
TOE PINS	ALL	#9 BAR, 6' EMBED	ALL FOUR PILES REQUIRE TOE PINS
HEADER	A 101 - 102	HP16x121	
STRUTS	A - B 101 - 102	8"OD 0.375"THK PIPE PILE	

Preliminary

Attention:

0 1"

If this scale bar does not measure 1" then drawing is not original scale.

NO.	DATE	ISSUE/REVISION	APP
0	5/1/2020	ISSUE FOR	GMM

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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

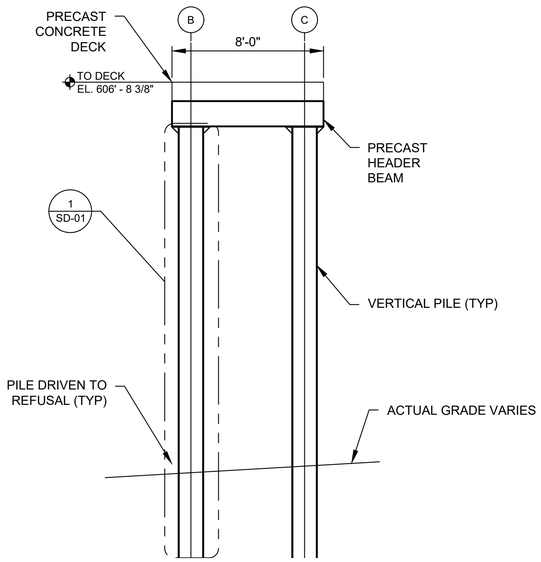
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

NORTH PIER STRUCTURAL FRAMING PLAN

DWG. NO. S-01

SHEET NO. 19 OF 28

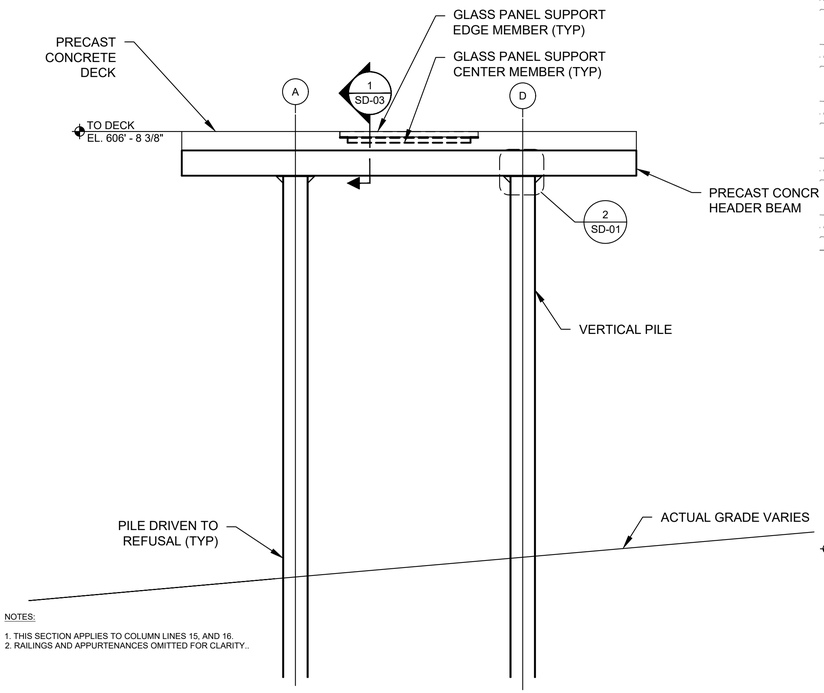
\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\19 NORTH PIER STRUCTURAL FRAMING PLAN.dwg - 3/16/2021



NOTES:

1. THIS SECTION APPLIES TO ALL COLUMN LINES EXCEPT THE WIDENED AREA OF THE FISIHING STATION.
2. RAILINGS AND APPURTENANCES OMITTED FOR CLARITY.

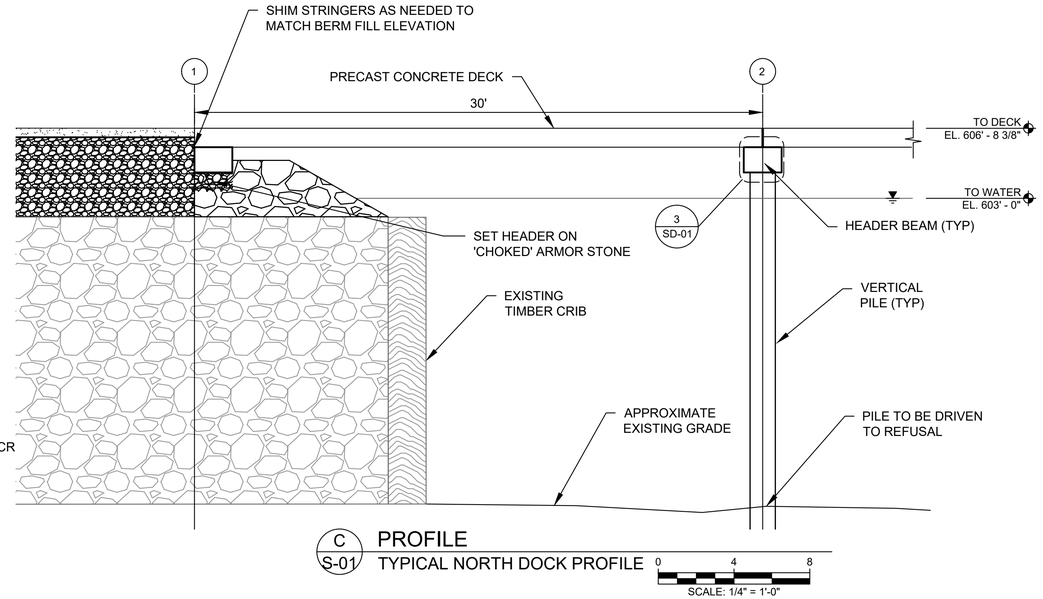
A S-01 SECTION
NORTH PIER TYPICAL FRAMING
0 4 8
SCALE: 1/4" = 1'-0"



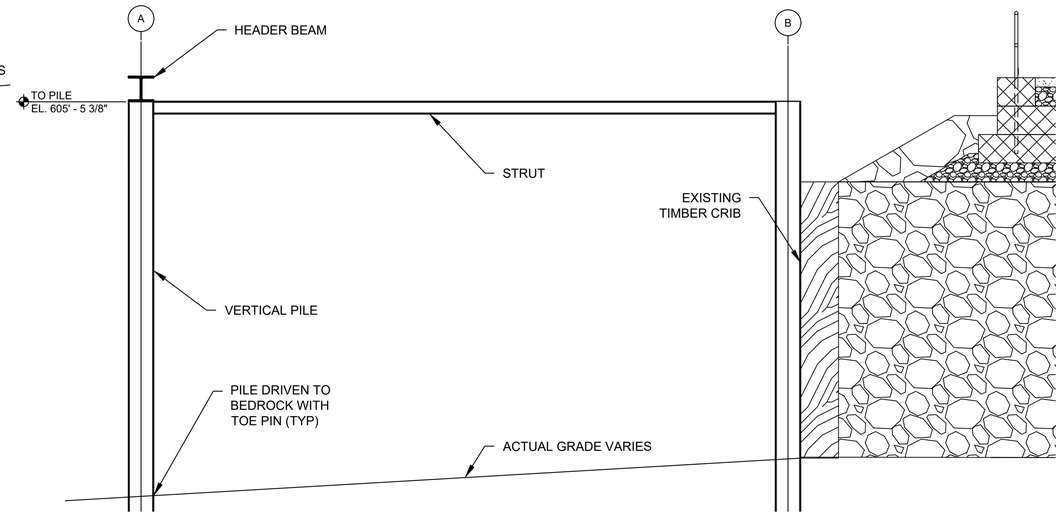
NOTES:

1. THIS SECTION APPLIES TO COLUMN LINES 15, AND 16.
2. RAILINGS AND APPURTENANCES OMITTED FOR CLARITY..

B S-01 SECTION
FISHING PLATFORM
0 4 8
SCALE: 1/4" = 1'-0"



C S-01 PROFILE
TYPICAL NORTH DOCK PROFILE
0 4 8
SCALE: 1/4" = 1'-0"



D S-01 PROFILE
KAYAK LAUNCH FRAME PROFILE
0 4 8
SCALE: 1/4" = 1'-0"

Preliminary

NO.	DATE	ISSUE/REVISION	APP
0	5/1/2020	ISSUE FOR	GMM

Attention:
0 1"
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GEI Consultants
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Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

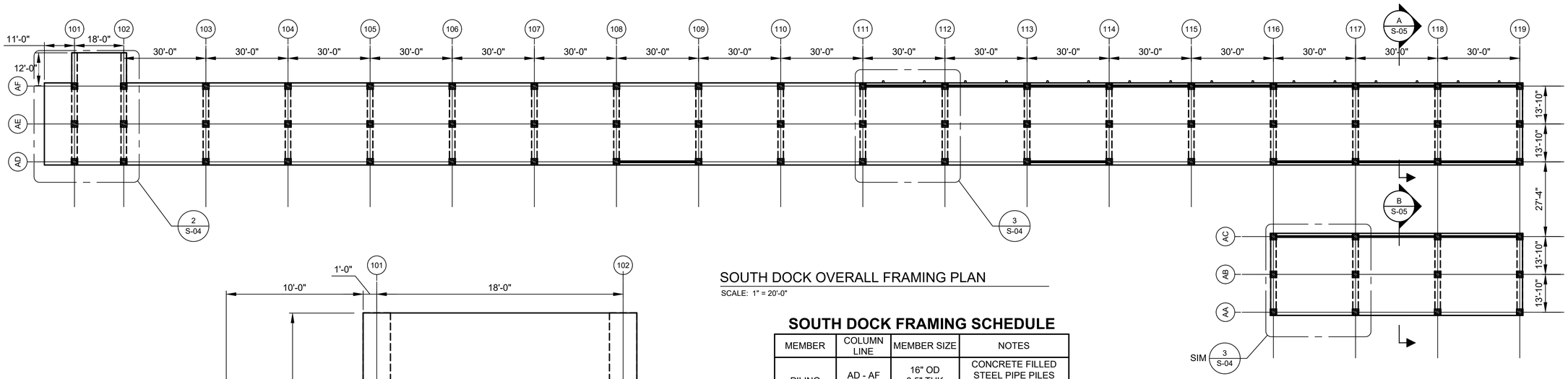
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

NORTH PIER SECTIONS

DWG. NO.
S-02

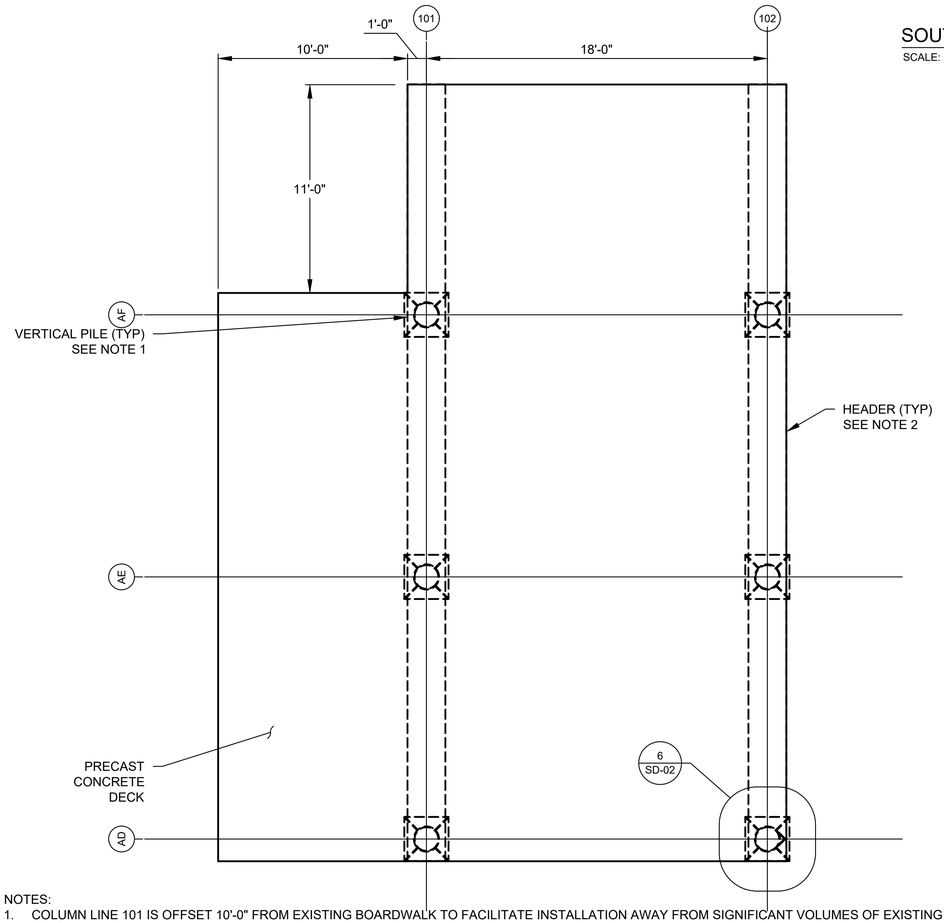
SHEET NO.
20 OF 28

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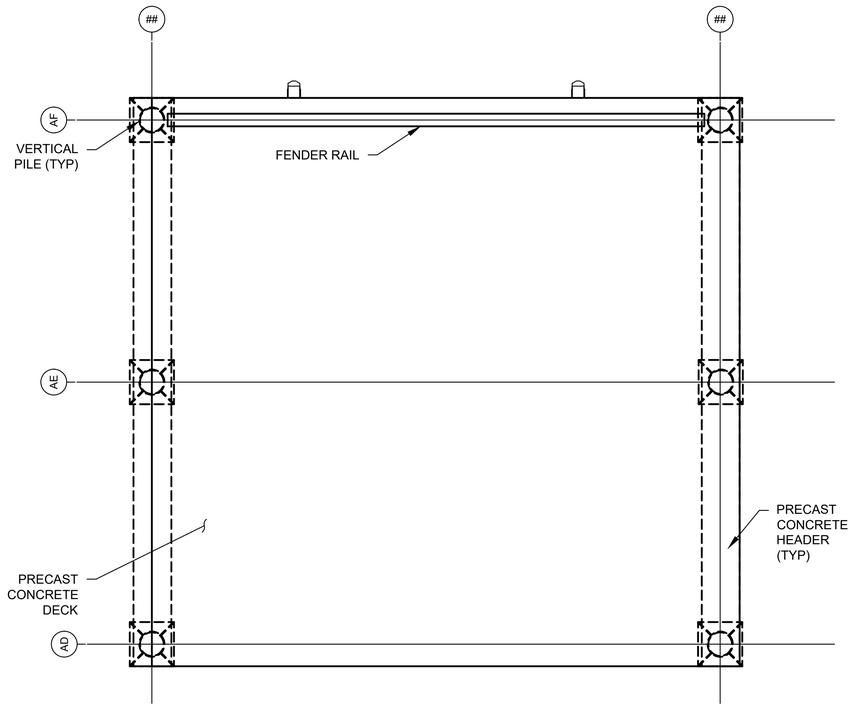
SOUTH DOCK OVERALL FRAMING PLAN

SCALE: 1" = 20'-0"



SOUTH DOCK FRAMING SCHEDULE

MEMBER	COLUMN LINE	MEMBER SIZE	NOTES
PILING	AD - AF 101 - 121	16" OD 0.5" THK PIPE PILE	CONCRETE FILLED STEEL PIPE PILES DRIVEN TO BEDROCK
TOE PINS	101 - 107	#9 BAR, 6' EMBED	ALL PILES OUTSIDE BERM FILL AREA REQUIRE TOE PINS
HEADER	101 - 121	TBD (DESIGN PER PRECAST MFR)	
DECK	N/A	TBD (DESIGN PER PRECAST MFR)	
BERM FILL KEEPER	AC 116-119 AD 107 - 108, 116 - 119	W21x44	
PILE BRACE	101 - 107	L6x6x$\frac{3}{4}$	DOUBLE ANGLE CROSS BRACING AT CAUSEWAY BENTS
FENDER RAIL	AF 111 - 119	HSS10x8x$\frac{3}{8}$	
FENDER ANCHORS			EMBEDDED ANCHORS FOR FENDERS
RAILING ANCHORS			EMBEDDED ANCHORS FOR HANDRAILS
LIGHT POLE ANCHORS			EMBEDDED ANCHORS FOR LIGHT POLES
LIGHT POLE CONDUIT			EMBEDDED CONDUIT FOR LIGHT POLES
LARGE MOORING BOLLARD ANCHORS			EMBEDDED ANCHORS FOR BOLLARDS
CLEAT ANCHORS			EMBEDDED ANCHORS FOR CLEATS



NOTES:
1. COLUMN LINE 101 IS OFFSET 10'-0" FROM EXISTING BOARDWALK TO FACILITATE INSTALLATION AWAY FROM SIGNIFICANT VOLUMES OF EXISTING RIP RAP.
2. HEADERS ARE CANTILEVERED OVER FURTHEST NORTH PILES BY 11'-0" AT COLUMN LINES 101 AND 102.
3. STRINGERS ARE CANTILEVERED OVER FIRST HEADER TO WITHIN 1" OF EXISTING BOARDWALK.

2 S-04 DETAIL
SOUTH DOCK ENTRANCE FRAMING PLAN

0 4 8
SCALE: 1/4" = 1'-0"

3 S-04 DETAIL
SOUTH DOCK TYPICAL FRAMING PLAN

0 4 8
SCALE: 1/4" = 1'-0"

Preliminary

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

NO.	DATE	ISSUE/REVISION	APP
0	5/1/2020	ISSUE FOR	GMM

GEI Consultants
SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!

Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

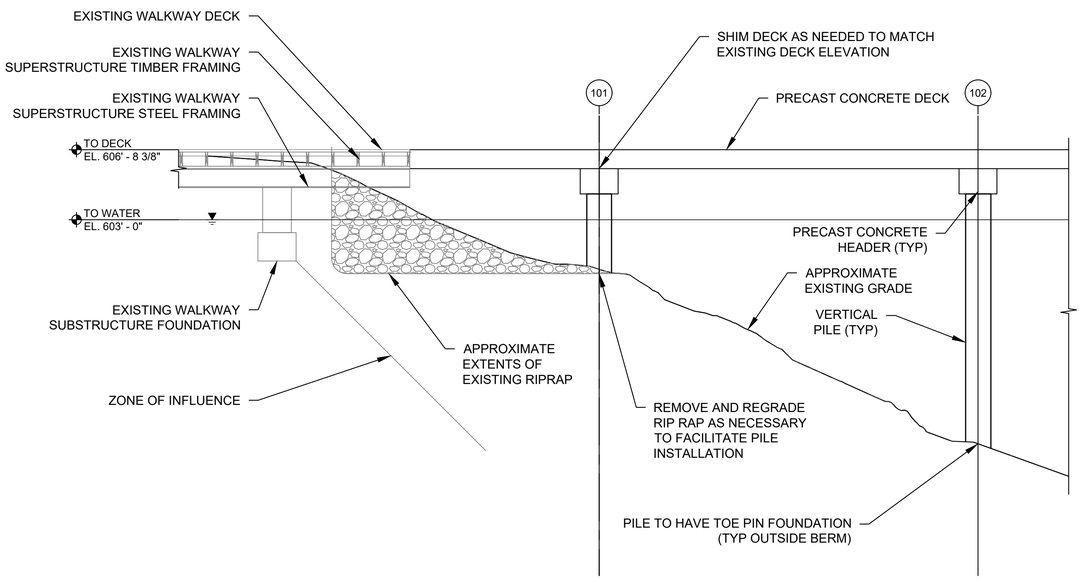
SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

SOUTH PIER STRUCTURAL FRAMING PLAN

DWG. NO. S-04

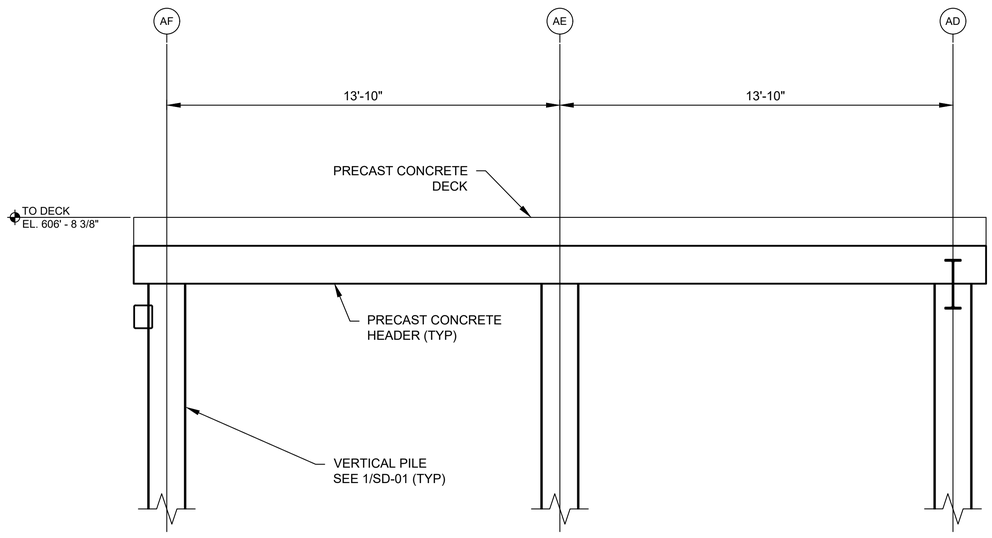
SHEET NO. 22 OF 28

\\MQT-PZCC-1\ W:\Marquette_City\1901368_Spear_Dock_Revitilization Project\CAD\Design\Sheets\22 SOUTH PIER STRUCTURAL FRAMING PLAN.dwg - 3/22/2021



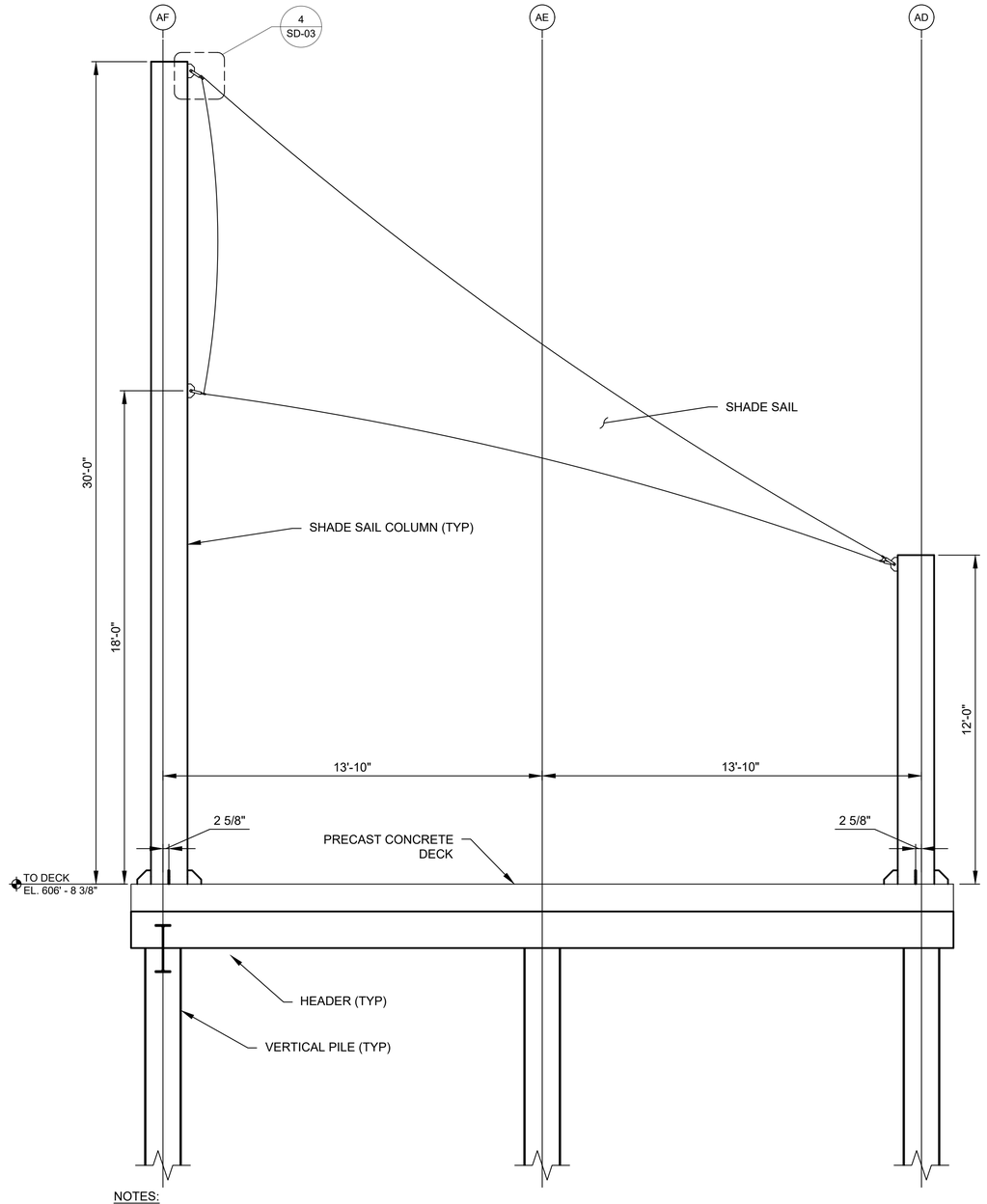
C C-09 **PROFILE**
SOUTH DOCK CONNECTION TO EXISTING

0 4 8
SCALE: 1/4" = 1'-0"



A S-04 **SECTION**
SOUTH DOCK TYPICAL SECTION AD TO AF

0 2 4
SCALE: 3/8" = 1'-0"



NOTES:
1. NORTHWEST CORNER OF EACH SHADE SAIL SHALL BE ATTACHED TO CONNECTION PLATE NEAR TOP OF COLUMN (~30' ABOVE DECK).
2. NORTHEAST CORNER OF EACH SHADE SAIL SHALL BE ATTACHED TO CONNECTION PLATE NEAR MIDDLE OF COLUMN (~18' ABOVE DECK).
3. BOTH SOUTHERN CORNERS OF SHADE SAILS SHALL BE MOUNTED TO THE SHORTER COLUMNS (~12' ABOVE DECK).

B S-04 **SECTION**
SOUTH DOCK TYPICAL SECTION AA TO AC

0 2 4
SCALE: 3/8" = 1'-0"

Preliminary

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GEI Consultants
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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

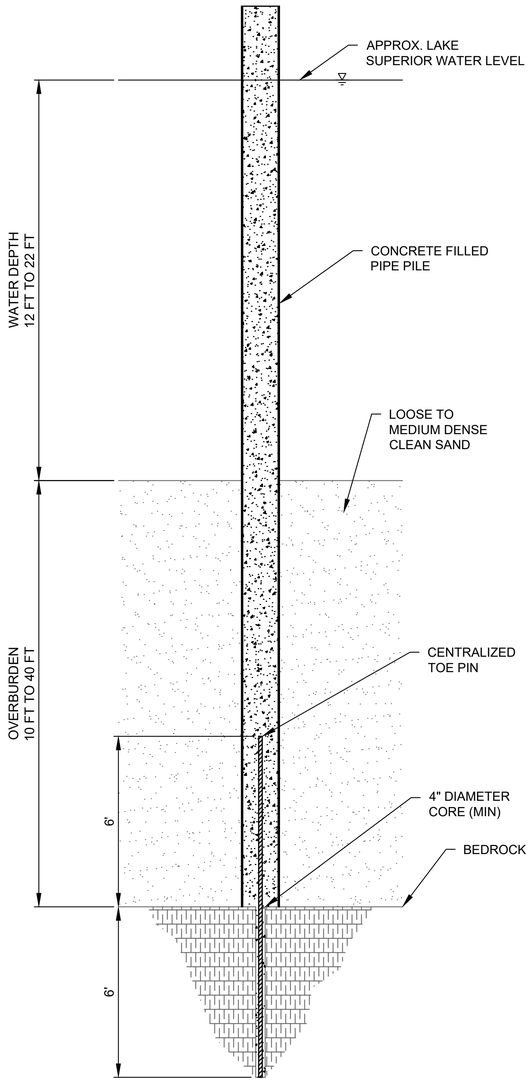
GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

SOUTH PIER SECTIONS

DWG. NO. S-05
SHEET NO. 23 OF 28

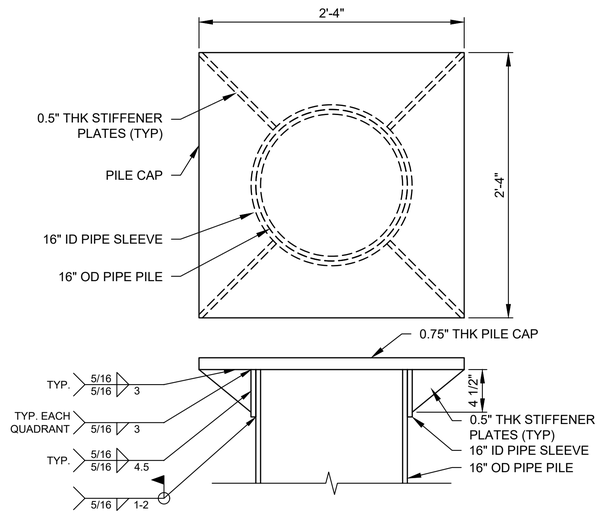
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NOTES:
1. TOE PINS REQUIRED AT NORTH KAYAK LAUNCH FRAME PILES AND SOUTH PIER CAUSEWAY PILES. TOE PINS NOT REQUIRED FOR NORTH PIER PILES NOR SOUTH PIER PILES WITHIN BERM FILL.

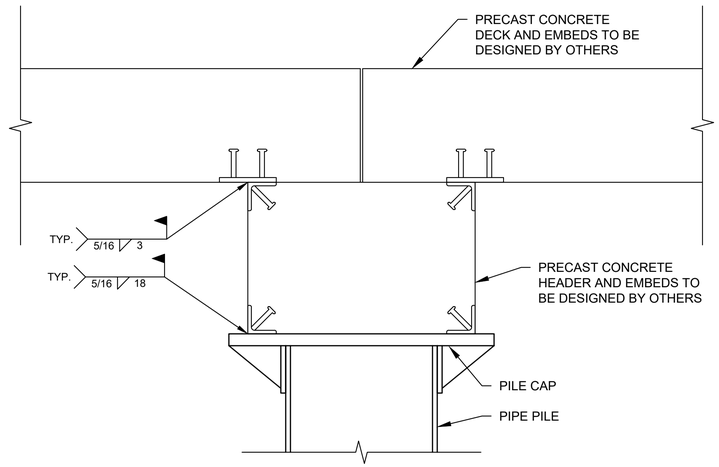
1 S-02 DETAIL
CONCRETE FILLED PIPE PILE WITH TOE PIN

0 2 4
SCALE, FEET



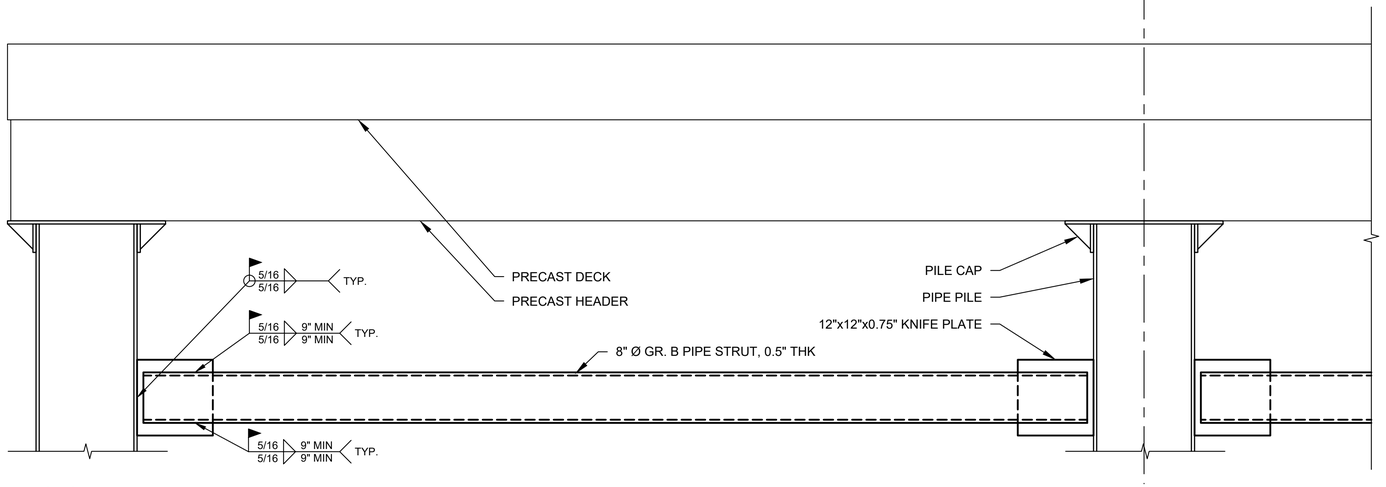
2 S-02 DETAIL
PILE CAP

0 1 2
SCALE, FEET



3 S-02 DETAIL
PILE CAP TO HEADER

0 1 2
SCALE, FEET



NOTES:
1. BRACING REQUIRED AT SOUTH PIER CAUSEWAY PILES ONLY. BRACING TO BE INSTALLED IN BOTH SPANS FOR EACH BENT OUTSIDE THE BERM FILL OF THE SOUTH PIER. BRACING NOT REQUIRED FOR NORTH PIER PILING.

4 S-05 DETAIL
CAUSEWAY PILE BRACING

0 1 2
SCALE, FEET

Preliminary

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0	5/1/2020	ISSUE FOR	GMM

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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

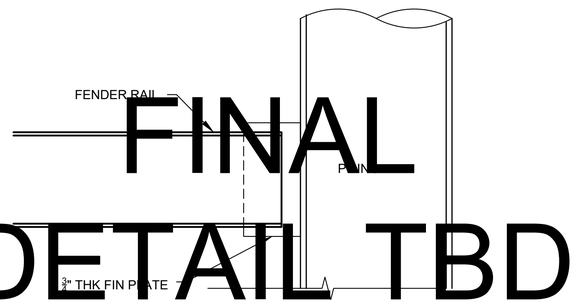
STRUCTURAL DETAILS 1 OF 3

DWG. NO. SD-01

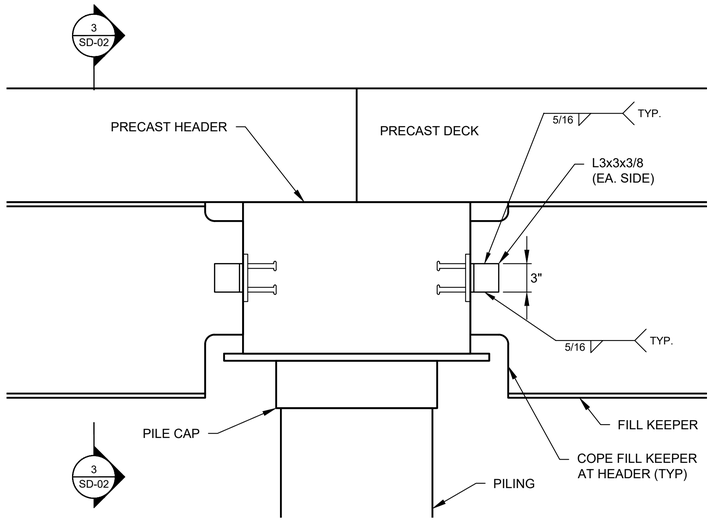
SHEET NO. 24 OF 28

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FINAL DETAIL TBD



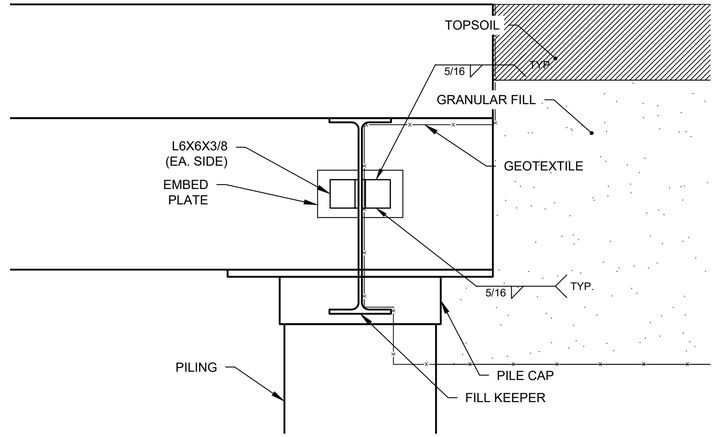
1 - DETAIL
FENDER RAIL TO PILE CONNECTION
SCALE: 1 1/2" = 1'-0"



NOTE:

EIGHT TOTAL FILL KEEPERS TO BE INSTALLED. LOCATIONS INCLUDE ALONG COLUMN LINE AC BETWEEN COLUMN LINES 116-117, 117-118, AND 118-119 AND ALONG COLUMN LINE AD BETWEEN COLUMN LINES 108-109, 113-114, 116-117, 117-118, AND 118-119

2 - DETAIL
FILL KEEPER TO HEADER CONNECTION
SCALE: 1 1/2" = 1'-0"

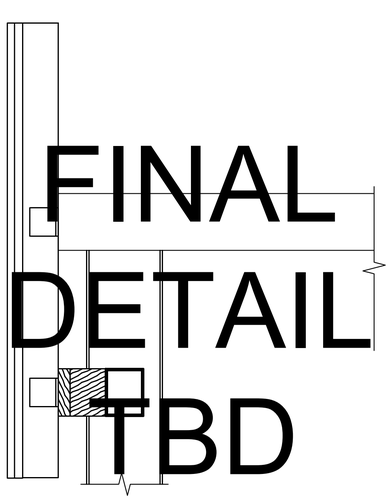


NOTE:

EIGHT TOTAL FILL KEEPERS TO BE INSTALLED. LOCATIONS INCLUDE ALONG COLUMN LINE AC BETWEEN COLUMN LINES 116-117, 117-118, AND 118-119 AND ALONG COLUMN LINE AD BETWEEN COLUMN LINES 108-109, 113-114, 116-117, 117-118, AND 118-119

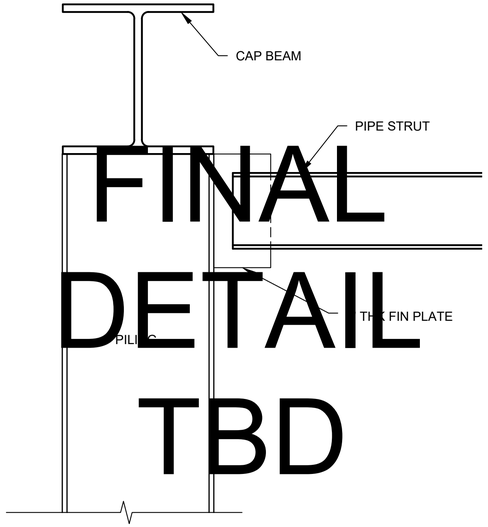
3 - SECTION
FILL KEEPER TO HEADER CONNECTION
SCALE: 1 1/2" = 1'-0"

FINAL DETAIL TBD

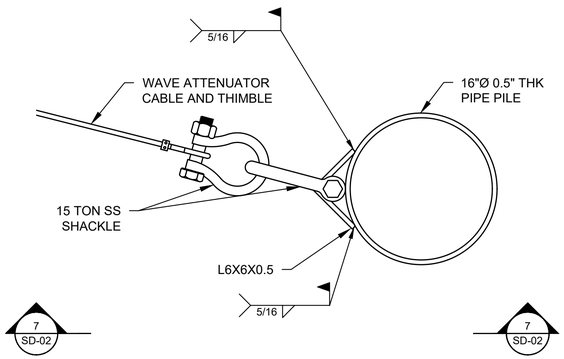


4 - SECTION
TIMBER FENDER
SCALE: 3/4" = 1'-0"

FINAL DETAIL TBD



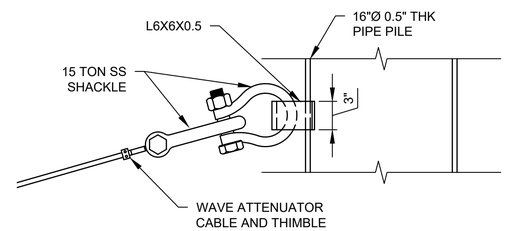
5 - DETAIL
KAYAK LAUNCH FRAME CONNECTIONS
SCALE: 1 1/2" = 1'-0"



NOTE:

WAVE ATTENUATOR CONNECTIONS TO BE LOCATED AT THE COLUMN LINE INTERSECTIONS AS FOLLOWS:
AD/102 AND AD/107

6 S-04 - DETAIL
WAVE ATTENUATOR TO PILE CONNECTION
SCALE: 1 1/2" = 1'-0"



NOTE:

WAVE ATTENUATOR CONNECTIONS TO BE LOCATED AT THE COLUMN LINE INTERSECTIONS AS FOLLOWS:
AD/102 AND AD/107

7 SD-02 - DETAIL
WAVE ATTENUATOR TO PILE CONNECTION
SCALE: 1 1/2" = 1'-0"

Preliminary

NO.	DATE	ISSUE/REVISION	APP
0	5/1/2020	ISSUE FOR	GMM

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CITY OF MARQUETTE
MARQUETTE, MI

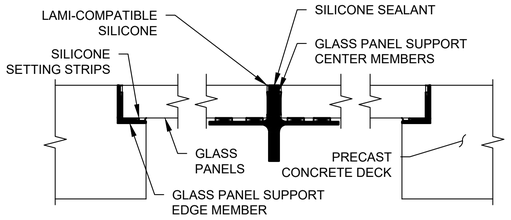
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SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

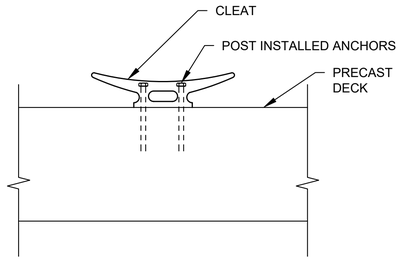
STRUCTURAL DETAILS 2 OF 3

DWG. NO. SD-02

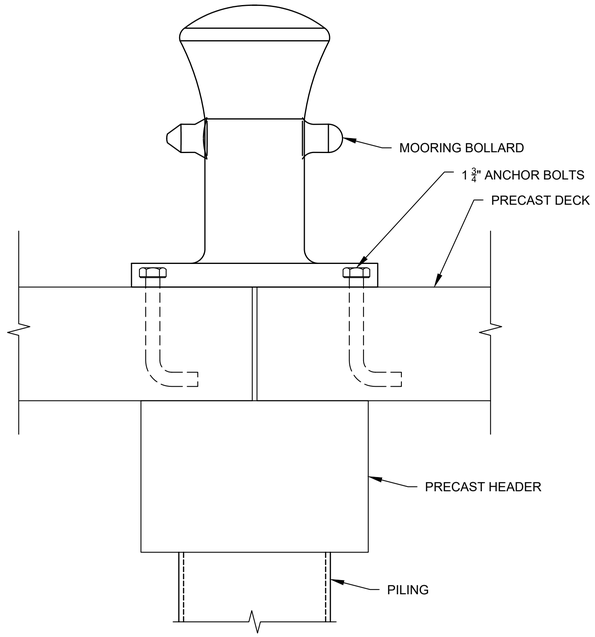
SHEET NO. 25 OF 28



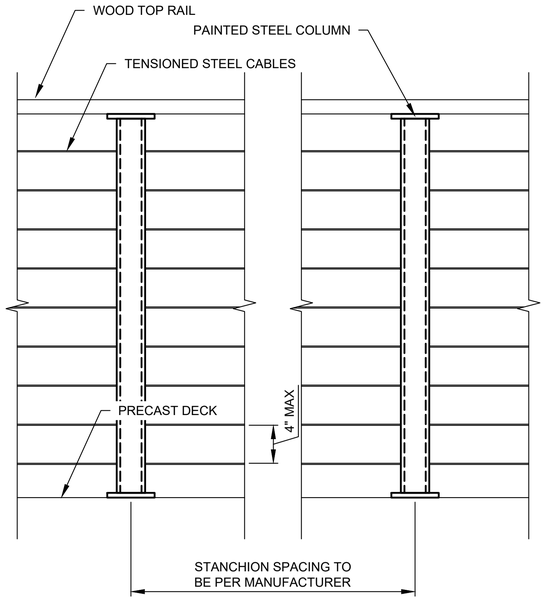
1 S-02 DETAIL
GLASS PANEL FRAME
0 1 2
SCALE: 1 1/2" = 1'-0"



2 - DETAIL
CLEAT
0 1 2
SCALE: 1 1/2" = 1'-0"



6 - DETAIL
MOORING BOLLARD
0 1 2
SCALE: 1 1/2" = 1'-0"



2 - DETAIL
RAILINGS
0 1 2
SCALE: 1 1/2" = 1'-0"

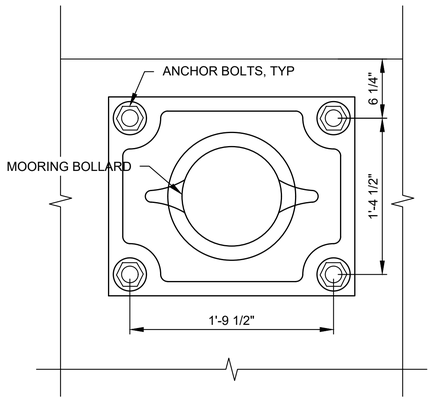
FINAL DETAIL TBD

FINAL DETAIL TBD

3 - DETAIL
SHADE SAIL COLUMN BASEPLATE
0 1 2
SCALE: 1 1/2" = 1'-0"

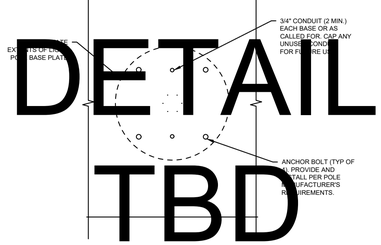
4 S-05 DETAIL
SHADE SAIL COLUMN
0 1 2
SCALE: 1 1/2" = 1'-0"

FINAL DETAIL TBD



7 - DETAIL
MOORING BOLLARD
0 1 2
SCALE: 1 1/2" = 1'-0"

FINAL DETAIL TBD



9 - DETAIL
LIGHT POLE BASE
0 1 2
SCALE: 3/4" = 1'-0"

Preliminary

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Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

STRUCTURAL DETAILS 3 OF 3

DWG. NO. SD-03

SHEET NO. 26 OF 28

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CITY OF MARQUETTE
CONSTRUCTION CONTRACT

PROJECT NAME: Founders Landing Pier Revitalization Project

THIS AGREEMENT, made this 30th day of April, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and J.F. Brennan Company, Inc., a Wisconsin corporation, hereinafter called "Contractor", of 818 Bainbridge St, La Crosse, Wisconsin 54603.

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

ARTICLE 1
CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the correspondence from Contractor dated April 30, 2021, and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2
SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3
MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is May 1, 2021, and the completion date of this project is June 1, 2022. The Contractor shall be penalized in the amount of $0.00 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5
CONTRACT SUM

The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for a sum not to exceed $5,670,000.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6
PAYMENTS

Contractor shall invoice for services rendered on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice; except for a 10% contingency hold-back which will be retained from each invoice by City until the final invoice is paid. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law.

ARTICLE 7
CONTRACTOR'S OBLIGATIONS

7.1 All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

7.3 Contractor shall obtain all necessary permits for the work to be completed, at City's expense.

7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8
CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9
CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. Payment shall be made in one of the following manners:

1. Agreed upon unit prices

2. Time and Materials reimbursement rates provided by Contractor.

ARTICLE 10
INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least $5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11
INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents caused by said Contractor's negligence and will make good to, and reimburse, the City for any

expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's negligence.

ARTICLE 12
CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all permanent materials, tools and appliances purchased for the project and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13
CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14
ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15
ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16
WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All

equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17
FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

17.1 **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

17.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment

practices when the Contractor covers a program set forth in Appendix B of the Regulations.

17.3 **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

17.4 **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

17.6 **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18
INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19
BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20
PURCHASING AGENT DESIGNATION AND AUTHOIRTY

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

The parties have made and executed this Agreement on the day and year first above written.

Signed this 30th day of April, 2021.

J.F. BRENNAN COMPANY, INC.

By: Tina Klinger
Its: CFO
Address: 818 Bainbridge St.
La Crosse, WI 54603

Telephone#: 608-519-5266

THE CITY OF MARQUETTE

_____
Jennifer A. Smith, Mayor
City of Marquette

_____
Kyle Whitney, City Clerk
City of Marquette

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
L. Michael Angeli
City Manager

Agenda Date: 5/10/2021

Unfinished Business
Williams Park Athletic Courts and ADA Access - Construction Contract

BACKGROUND:

At its March 13, 2017 meeting, the City Commission authorized submitting a Michigan Natural Resources Trust Fund grant application for renovation of three tennis courts, one basketball court and construction of accessible routes within the park. The City received an executed grant agreement from the State in December of 2018. The grant award is $112,000 with the match requirement of $48,000. $40,000 of the match will be provided by the Marquette Tennis Association with $8,000 of general fund obligation. The total project budget of $160,000 includes design and construction services.

At its June 10, 2019 regular meeting, the City Commission approved GEI Consultants' proposal for design and construction oversight of the Williams Athletic Court Renovations and ADA Access project in the amount of $16,500, and directed the City Attorney to develop a professional services agreement. Additional change orders brought the total design services to $18,000.

The project was put out to bid on March 3, 2021 and bids were opened on March 17, 2021. The following bids were received:

Ultra Construction	$237,659.18
Oberstar, Inc.	$268,697.50
Premeau Construction	$270,728.00

Staff recommends awarding the contract to Ultra Construction as the lowest qualifying bid. With design services, and a $12,000 contingency, this puts the project $107,659.18 over budget. Staff believes this is a result of increased cost of materials, an over saturated construction market and overly conservative estimates during the grant application process.

The $12,000, or five percent, contingency is recommended due to the rocky nature of the site.

Staff estimates the tennis courts are 60% of the cost of the project and the basketball court and ADA access to the entire park, including the playground, make up the remaining 40% of the costs.

FISCAL EFFECT:

Approving this contract would require a budget adjustment in the amount of $107,659.93. The funds would either come from the general fund reserves or from potentially state funding as a result of the American Recovery Act.

RECOMMENDATION:

Approve the contract with Ultra Construction for construction of the Williams Athletic Court Renovations and ADA Access project in the not-to-exceed amount of $249,659.18, amend the budget to include the additional $107,659.18, and authorize the Mayor and City Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Contract

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Williams Park Athletic Court Renovations

PROJECT NO: TF17-0107

THIS AGREEMENT, made this _____ day of _____, 20___, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Ultra Construction Services of Marquette, Michigan, a Limited Liability Company, holding license number _____, (Corporation, Partnership or Sole Proprietorship) hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is May 10, 2021, and the completion date of this project is May 31, 2022. The Contractor shall be penalized in the amount of $600 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $237,659.18, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

7.1 All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

7.3 Contractor shall obtain all necessary permits for the work to be completed.

7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of

the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least $1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its

agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects

due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17

FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including

employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHOIRTY

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

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

Signed this 5th day of May, 2021.

THE CITY OF MARQUETTE

_____
Witness

_____
Witness

_____
Witness

By: Jake Roberts

Its: Project Manager
P.O. Box 859

Address: Marquette, MI 49855

Telephone#: (906) 236-4192

APPROVED AS TO FORM:

_____
Suzanne Larson
City Attorney

_____
Jenna Smith, Mayor
City of Marquette

_____
Kye Whitney, City Clerk
City of Marquette

Ultra Construction Services, LLC
Contractor Name

By: _____

Its: Owner

Address: P.O. Box 859; Marquette, MI 49855

Telephone#: (906) 273-1051

APPROVED AS TO SUBSTANCE:

_____
L. Michael Angeli
City Manager

Consulting Engineers and Scientists

March 23, 2021
Project No. 1903450

GEI Consultants

Mr. Jon Swenson
City of Marquette
300 West Baraga Avenue
Marquette, Michigan 49855

RE: Williams Park Renovation Projects
Bid Award Recommendation

Dear Mr. Swenson:

GEI Consultants of Michigan, P.C. (GEI) has reviewed the bids received on Wednesday, March 17, 2021 for the City of Marquette (City) Williams Park Renovation Projects. Our recommendation is to award the project to the lowest responsible bidder for the base and alternate bid values. A summary of the base bid results are as follows:

Bid Summary			
Bidder	**Base Bid**	**Planned Bid Alternates**	**Total Bid**
Ultra Construction	$190,815.93	$46,843.45	$237,659.38
Oberstar, Inc.	$227,847.50	$40,850.00	$268,697.50
Premeau Construction	$234,247.00	$36,481.00	$270,728.00

Three proposals were received as indicated in the above Bid Summary table. All the proposals meet bidding requirements and are considered responsive. The low bid was submitted by Ultra Construction, LLC. Contractor bids received are enclosed for your records and review.

Each of the bidders provided a Bid Bond. All bidders included written acknowledgement of all addenda and provided a completed Basis of Bid form. Ultra Construction did have a mathematical error on the bid form; GEI and the City reached out to Ultra for clarification and accepted a corrected bid. This correction did not impact the bid total order.

Based upon our review, the low bid submitted by Ultra Construction, Inc. out of Marquette, Michigan is reasonable and responsible. The bid amounts and prices listed within the Bid Form appear reasonable to successfully complete this project. GEI followed up with Jake Roberts with Ultra Construction to confirm project understanding, scope, schedule, and costs. It is our recommendation that the contract be awarded to Ultra Construction. The recommended total award amount is $237,659.38. GEI also suggest that a 5% contingency (approx. $12,000) is held in reserve for potential changes in the planned work during construction.

If the City concurs with our recommendation, please execute of the attached notice of award, tentatively awarding the contract to Ultra Construction. Upon receipt of the Payment and Performance Bonds and any other items indicated in the Notice of Award, the agreement will be presented to the City for final legal review.

If you have any question or comments, please contact George Meister at (906) 869-8972.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.

Isaac Roberts, P.E.
Project Engineer

George M. Meister, P.E.
Senior Project Engineer

INR/GMM:lmc

Enclosures: Notice of Award
Contractor Bids:

- Ultra Construction
- Oberstar, Inc.
- Premeau Construction

W:\Marquette_City\1903450_Williams_Park_Renovation\Bidding\Rev 1 - 2021 Bid Documents\Bid Recommendation\1903450 Williams Park Renovation_Award_Recommendation.docx

ITEMS OF WORK (BID TABLE)

Name of Bidder: Ultra Construction

1903450 Williams Park Renovations

Item No.	Pay Item Description	Qty.	Unit	Unit Price	Total Price
General					
1	Mobilization, Max. $15,000	1	Lump Sum	11,086	11,086.00
2	Erosion Control, Project	1	Lump Sum	2,514	2,514.00
Removals					
3	Pavement, Rem	2,900	Square Yard	7.97	23,113.00
4	Fence Removal	20	Lineal Foot	10.50	210.00
Storm Sewer					
5	Perforated SLCPP w/ Sock, 4-inch	375	Foot	14.24	5,340.00
Site					
6	Earthwork, Site	100	Cubic Yard	77.05	7705.00
7	Pavement, Restoration - Option A				
	Pavement Section	2,700	Square Yard	20.46	56,265.00
	Earthwork	950	Cubic Yard	34.53	32,803.50
8	Universal Access Path	1,966	Square Foot	24.76	48,678.16
9	Fence Reconstruction	20	Lineal Foot	39	780.00
10	Recycle Center	20	Each	1676.27	1676.27
Restoration					
10	Topsoil, Seed, Fertilizer & Mulch	125	Square Yard	5.16	645.00
Bid Alternate (All, or individual, alternate items may be added to the base project at the Owner's discretion)					
11	Pavement, Restoration - Option B				
	Pavement Section	2,750	Square Yard	20.46	56,265.00
	Earthwork	800	Cubic Yard	38.30	30,640.00
12	Court Coating & Painting	1	Lump Sum	22,194	22,194.00
13	Tennis Court Package	1	Lump Sum	13,365.74	13,365.74
14	Basketball Court Package	1	Lump Sum	11,283.51	11,283.51

Total Base Bid Items 1 through 10 190,815.93

Deductions

Total Base Bid Amount (in words)

One hundred ninety thousand, eight hundred fifteen and 93/100

2 - 2

Agenda Date: 5/10/2021

New Business
Schedule a Public Hearing for the Duke LifePoint Marquette General Replacement Hospital Brownfield Plan Amendment- Roll Call Vote

BACKGROUND:

An amendment to the Duke LifePoint (DLP) Marquette General Replacement Hospital Brownfield Plan is proposed to support the development of the new Beacon House facility on the Brownfield Eligible Property of the DLP Brownfield Plan. A public hearing must be scheduled and held by the City Commission as part of the approval process of the Brownfield Plan Amendment.

The Amendment proposes to transfer the allocation provided in the original Brownfield Plan from interest or, if necessary, from the Local Brownfield Revolving Fund to provide for reimbursement of Environmental Eligible Activities in an amount not-to-exceed $150,000 and Non-Environmental Eligible Activities in an amount to exceed $300,000, plus $5,000 for Brownfield Plan Development and approval.

The Brownfield Plan Amendment was presented to and approved by the Marquette Brownfield Redevelopment Authority at their February 18, 2021 meeting for review and approval.

Attached is a resolution for consideration by the City Commission to set the public hearing for the City Commission May 24, 2021 meeting. The Brownfield Plan Amendment will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a public hearing for the Duke LifePoint Marquette General Replacement Hospital brownfield plan amendment for the May 24, 2021 City Commission meeting, and authorize the Mayor and City Clerk to sign the resolution establishing the public hearing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

- Amended Brownfield Plan (Marked Up)

RESOLUTION
Public Hearing Establishment –Brownfield Plan Amendment
DLP Marquette General Hospital – Beacon House

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on May 10, 2021, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas an amendment to the DLP Marquette General Replacement Hospital Brownfield Plan has been prepared that amends the budget to provide for reimbursement of certain Environmental and Non-Environmental Eligible Activities for the development of the Beacon House on the Eligible Property in the DLP Brownfield Plan; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed and approved the Brownfield Plan Amendment at a regular meeting on February 18, 2021, finding the Brownfield Plan Amendment met the requirements of Act 381 and constitutes a public purpose of vacant property redevelopment, providing employment, and meeting a critical community need, and recommends approval by the City Commission; and

Whereas Act 381 requires the governing body to hold a public hearing on the Brownfield Plan Amendment and provide notice of the public hearing and notice to taxing jurisdictions in compliance with the requirements of Act 381; and

Whereas the Marquette City Commission desires to establish a public hearing for the Brownfield Plan Amendment at their May 24, 2021 regular meeting;

Now, Therefore, be it Resolved that the Marquette City Commission hereby establishes the public hearing for the Brownfield Plan Amendment for the DLP Marquette

General Replacement Hospital – Beacon House at the May 24, 2021 regular meeting, 6:00 p.m. in the City Commission Chambers, 300 W. Baraga Avenue, Marquette, with notice of the public hearing and notice to taxing jurisdictions in accordance with Act 381; and

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

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

Yes:_____

No:_____

Resolution duly adopted

_____
Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy _____
Date

_____
Kyle Whitney, City Clerk

Amended Brownfield Plan
DLP Marquette General Replacement Hospital
City of Marquette, Marquette County, Michigan

Original: October 2014

First Amendmented: August 2017

Second Amendment: March 2021

Approved by Marquette Brownfield Redevelopment Authority: *July 27, 2017February 18, 2021*

Public Hearing: *August 28, 2017March 22, 2021*

Approved by Marquette City Commission: *August 28, 2017March 22, 2021*

Brownfield Plan
DLP Marquette General Replacement Hospital
Marquette, Michigan

Table of Contents

Project Summary 1
Introduction..... 2
Public Purpose 2
Description of Project and Plan Costs 3
Summary of Eligible Activities 4
~~MDEQ~~ EGLE Environmental Eligible Activities..... 5
MSF Environmental Eligible Activities..... 8
Estimate of Captured Taxable Value and Tax Increment Revenues 10
Method of Financing Plan Costs 11
Maximum Amount of Indebtedness 11
Duration of Brownfield Plan 12
Estimate of Impact of Tax Increment Financing on Taxing Jurisdictions..... 12
Legal Description, Location, and Determination of Eligibility..... 12
Estimate of Number of Persons Residing on Eligible Property 14
Plan for Residential Relocation 14
Provision of Costs of Relocation 14
Strategy to Comply with Relocation Assistance Act..... 14
Description of Proposed Use of the Local Site Remediation Revolving Fund..... 14
Other Material Required by the Authority or Governing Body..... 14

Tables

Table 1.1 ~~MDEQ~~ EGLE Environmental Eligible Activities Costs
Table 1.2 MSF ~~Developmental~~Non-Environmental Eligible Activities Costs
Table 2. Cash Flow Statement
~~Table 3. Captured Taxes and Tax Revenues~~
Table ~~4.1~~3 Impact on Tax Jurisdictions
~~Table 4.2 Brownfield Tax Capture Allocation~~
~~Table 4.3 Tax Revenue Allocation~~
~~Table 4.4 Capture/Revenue Allocation~~

Figures

Figure 1 - Eligible Property Location Map
Figure 2 - Eligible Property Boundaries
Figure 3 – Parcel Map

PROJECT SUMMARY

DLP Marquette General Hospital and the City of Marquette are collaborating in the redevelopment of former Soo Line Roundhouse / Marquette Municipal Service Center property for a new Replacement Hospital. The Roundhouse / MSC Site is approximately 37 acres situated within the boundaries of Marquette, Michigan located between W. Washington Street and U.S. Highway 41 and between South 7th Street and South McClellan Avenue. The Replacement Hospital has not yet been designed, but is estimated towas opened in April 2019 and includes an acute-care hospital of approximately 516,000 square-feet, a Medical Office Building of approximately 160,000 square-feet and a parking deck currently estimated to be between 500 and 750 spaces.

In addition to the Replacement Hospital, the development will also included relocation of the existing City Municipal Service Center, infrastructure improvements including a roundabout on the US 41 bypass, realignment of Baraga Street, intersection improvements at Seventh and W. Spring Streets, improvement to McClellan Avenue, public water, sewer and electrical infrastructure improvements to accommodate and facilitate the redevelopment.

The First Amendment increased the Non-Environmental Eligible Activity budget to the DLP Brownfield Plan for Infrastructure that directly benefits the Eligible Property. This Second Amendmented Brownfield Plan increases the Environmental and Non-Environmental Eligible Activity budget for Infrastructure that directly benefits the Eligible Propertythe development of the Beacon House on a parcel of the Eligible Property. Revenues to reimburse these additional costs will be derived from Local Brownfield Tax Increment Financing (TIF) revenues based on the increased incremental taxes generated by the additional private investment. The increase in Eligible Activity budget will be offset by equal reductions in interest due to lower actual public infrastructure bond interest rates or quicker than anticipated reimbursement due to higher than estimated private investment or equal reductions in the estimated capture for the Local Brownfield Revolving Fund. As a result, there is no net impact to taxing jurisdictions for theseis Amended Brownfield Plan Amendments.

Project Name:	DLP Marquette General Replacement Hospital
Project Location:	The Eligible Property is located at the northwest corner of Baraga and Seventh Streets in Marquette, Michigan with the Parcel Identification Numbers 0240010, 0514071, 0130100. The Beacon House property was split from the parent parcel with a Parcel Identification Number #0514075.
Type of Eligible Property:	Part 201 Facility
Eligible Activities:	Baseline Environmental Assessment, Due Care, and Additional Response Activities, Lead and Asbestos Abatement, Demolition, Site Preparation, Infrastructure, Relocation of Public Facilities for Economic Development
Eligible Activity Costs: (excluding interest costs)	***$41,221,000 $41,681,000***
Years to Complete Eligible Activities Payback:	Private Eligible Activities 13 Years, Public Eligible Activity Bonds *20 21 Years Local, 24 Years State*
Estimated Investment:	*$170 350 million*

Annual Tax Revenue Before Project: *$0*

Estimated Annual Tax Revenue in First Year After Project Obligation: *$5,330,580*

~~AMENDED~~ BROWNFIELD PLAN SECOND AMENDMENT

DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

Introduction

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

The Brownfield Plan must be approved by the Brownfield Redevelopment Authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The state must approve the Eligible Activities if state taxes are to be captured.

The Marquette City Commission established the Marquette Brownfield Redevelopment Authority under the procedures required under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998.

The Brownfield Plan is for the Duke LifePoint Marquette General Replacement Hospital in the City of Marquette, Marquette County, Michigan, consistent with Act 381. The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors. The Brownfield Plan includes ~~MDEQ~~EGLE Environmental Eligible Activities and MSF ~~Developmental~~Non-Environmental Eligible Activities.

This ~~Amended~~ Brownfield Plan Second Amendment increases the Eligible Activity budget ~~for Infrastructure that directly benefits the Eligible Property~~to provide for Environmental and Non-Environmental Eligible Activities for the development of Beacon House and to reduce the Interest line item back to the original Brownfield Plan budget. Revenues to reimburse these additional costs for the Beacon House will be derived from Local Brownfield Tax Increment Financing (TIF) revenues based on the increased incremental taxes generated by the additional private investment. The increase in Eligible Activity budget will be offset by equal reductions ~~in the estimated local capture for the Local~~

~~Brownfield Revolving Fund~~in interest costs for Eligible Activities. As a result, there is no net impact to taxing jurisdictions for this Amended Brownfield Plan.

Public Purpose - MCL 125.2664(1):

The redevelopment of the former Soo Line Roundhouse and City Municipal Services Center into the DLP Marquette General Replacement Hospital has resulted in ~~is anticipated to include~~ over $~~170~~ 350 million of investment on underutilized contaminated property in downtown Marquette that currently generates no tax revenue. The hospital and medical facilities will provide jobs, increase tax base, stimulate additional private and public investment, and create a major regional medical center in downtown Marquette.

The project will significantly add to the local and state tax base. When completed, property taxes are estimated to total over **$5.3 million** per year (following the retirement of Brownfield obligations) with over 47.5% of these revenues going to the State of Michigan and 52.5% to local taxing jurisdictions. ~~Currently, t~~The proposed Eligible Property ~~is~~ was publicly owned and generate~~d~~s ~~no~~ property taxes.

Description of Project and Plan Costs - MCL 125.2663(1)(a):

The former Soo Line Roundhouse and City Municipal Services Center is a thirty-seven acre property comprised of three parcels owned by the City of Marquette, located at the northwest corner of Baraga and Seventh Streets in downtown Marquette. The City of Marquette and Duke LifePoint ~~are collaborating~~ collaborated in the redevelopment, with the acquisition of the City property by Duke LifePoint, relocation of the current City Municipal Services Center, and development of a 280 bed regional medical center and 160,000 square feet of medical offices to support the hospital and community.

The location of the new regional medical center in this location ~~will~~ continue~~s~~ transformational development in the western portion of downtown Marquette and is anticipated to spur significant spin-off development of adjacent properties of the West Washington Street corridor, an underutilized area of downtown Marquette.

The Project ~~will be developed~~ in~~cludes~~ four phases: The first phase ~~will be~~was the relocation of the City Municipal Services Center, an Eligible Activity under Act 381. The City Municipal Services Center (MSC) includes the offices, facilities, and operations for the City's water, sewer, and streets

departments. The development of the regional medical center is not possible without the relocation of the MSC. The second phase ~~will be~~was the demolition of MSC and associated buildings, environmental remediation, and site preparation. The former Soo Line Roundhouse property is a Part 201 Facility, with significant and widespread contamination and unstable soils, and will require extensive work to address these site challenges. The third phase ~~will be~~was the development of a 516,000 square foot Replacement Hospital and an 80,000 square foot Medical Office Building, along with the road and infrastructure improvements needed for the Replacement Hospital. The fourth phase will be the development of a second medical office building of 80,000 square feet. When completed, the project will include over 600,000 square feet and represent over $~~170~~ 350 million in private investment.

The ~~proposed~~ development include~~ds~~ a provision for a Commercial Redevelopment Act (Act 255, PA 1974) abatement of 50% of local taxes and the School Operating Tax for a period of twelve years, which is estimated to provide a local contribution of over $11 million and State contribution of over $7.5 million.

The project also includes a cooperative arrangement with Beacon House, which provides housing for those with family members in the hospital~~,~~. DLP has transferred ~~to lease~~ approximately ~~two~~ 1.8 acres on the eastern portion of the property to Hospitality House of Upper Peninsula for the construction of a new Beacon House ~~to construct a new facility~~. ~~While~~ Beacon House is a non-profit entity and the land and facility will not be subject to property taxes~~, the land will remain in DLP ownership and will be subject to property taxes~~. This area did not anticipate development, so there will ~~be no net~~a ~~effect~~minimal effect on available Brownfield TIF revenues. Beacon House will incur Environmental and Non-Environmental Eligible Activity costs that are proposed to be reimbursement through this Brownfield Plan Second Amendment.

~~MDEQ~~ EGLE Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities, including Phase I and Phase II Environmental Site Assessments, Baseline Environmental Assessment;
- Due Care Activities including additional investigation, Due Care Plan, installation of protective barriers, and removal of contaminated soil during development; and

- Additional Response Activities including evaluations, interim responses activities, and dial action.

MSF ~~Developmental~~ Non-Environmental Eligible Activities include:

- Lead and Asbestos Abatement
- Site and Building Demolition
- Site Preparation;
- Infrastructure, including road improvements, pedestrian facilities, and utility upgrades to serve the new development and adjacent properties; and
- Relocation of Public Facilities for Economic Development Purposes.

Other Eligible Activities include:

- Brownfield Plan and Act 381 Work Plan development and approval; and
- Administrative and operating costs of the MBRA with local tax capture only.

Summary of Eligible Activities - MCL 125.2663(1)(b):

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

SUMMARY OF MAXIMUM ELIGIBLE COSTS
CITY/DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL

		Budget	First	Budget	Second
EGLE Environmental Eligible Activity Costs Maximum	Original	Adjustment	Amendment	Adjustment	Amendment
Baseline Environmental Activities	$110,000		$110,000	***$10,000***	***$120,000***
Due Care Activities	$3,890,000		$3,890,000	***$140,000***	***$4,030,000***
Subtotal	$4,000,000		$4,000,000		***$4,150,000***
Interest (5% at 20 years)	$2,335,575		$2,335,575	***($155,000)***	***$2,180,575***
Work Plan Review & Approval, MBRA Admin/Operating Costs	$210,000		$210,000	***$5,000***	***$215,000***
EGLE ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL	**$6,545,575**		**$6,545,575**	$0	**$6,545,575**
MSF Developmental Eligible Activity Cost Maximum					
Lead/Asbestos Abatement, Demolition	$300,000		$300,000		$300,000
Site Preparation	$3,175,000		$3,175,000	***$300,000***	***$3,475,000***
Infrastructure					
Road Subtotal	$9,700,000	$682,650	***$10,382,650***		*$10,382,650*
Contingency		$800,000	***$800,000***		*$800,000*
			$11,182,650		*$11,182,650*
McClellan Avenue Improvements		$770,000	***$770,000***		*$770,000*
Right of Way Realignment	$1,500,000	($850,000)	***$650,000***		*$650,000*
Whetstone Creek Monitoring		$190,000	***$190,000***		*$190,000*
Bond Issuance Costs		$428,350	***$428,350***		*$428,350*
Electric Power Service Upgrades	$800,000		$800,000		$800,000
Water and Sewer Service Upgrades	$1,125,000		$1,125,000		$1,125,000
Washington Street Access	$600,000		$600,000		$600,000

Relocation of Public Facilities for Economic Development	$18,000,000		$18,000,000		$18,000,000
Subtotal	$35,200,000	$2,021,000	$37,221,000	***$300,000***	***$37,521,000***
Interest (5% at 20 years)	$20,553,061	$1,180,049	***$21,733,110***	***($305,000)***	***$21,428,110***
Work Plan Review & Approval, MBRA Admin/Operating Costs	$210,000	$10,000	***$220,000***	***$5,000***	***$225,000***
MSF DEVELOPMENTAL ELIGIBLE ACTIVITY TOTAL	**$55,963,061**	***$3,211,049***	**$59,174,110**	***$0***	**$59,174,110**
TOTAL ELIGIBLE ACTIVITIES	**$62,508,636**		**$65,719,685**		**$65,714,685**
LOCAL SITE REMEDIATION REVOLVING FUND	**$15,234,391**	***($3,211,049)***	**$12,023,342**		**$12,023,342**
CITY DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL	**$77,743,027**		**$77,743,027**	**$0**	**$77,738,027**
STATE BROWNFIELD FUND	**$5,389,630**		**$5,168,659**		**$5,168,659**

~~MDEQ~~ EGLE Environmental Eligible Activities

1. Baseline Environmental Assessment: The work scope is to conduct Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and prepare Baseline Environmental Assessments to provide an exemption for Duke LifePoint and assigns from environmental liability for pre-existing contamination.

   A. Phase I ESA: A Phase I ESA will be conducted for all parcels proposed for acquisition by DLP from the City, consistent with ASTM Standard E1527-13. The Phase I ESA will include a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). A Phase I report will be provided with full documentation of the research and identification of any RECs. A separate Phase I ESA has been conducted for Beacon House.

   B. Phase II ESA: Historical use of the Site for railroad operations has resulted in contamination with hazardous substances above the ~~MDEQ~~ EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). Previous environmental investigations have identified GRCC exceedances of metals and Volatile Organic Compounds (VOCs) in soil and/or groundwater. As a result, the property is considered a "Facility" under Part 201 of Act 451, P.A. 1994 as amended. Phase II assessment activities are proposed to support preparation of BEAs. The specific scope of the Phase II assessments will depend on the known and expected contamination in the area to be redeveloped and the nature of the specific redevelopment. A separate Phase II ESA was conducted for Beacon House.

C. Baseline Environmental Assessment: The subject property has been identified as a "Facility" based on the findings of previous environmental investigations conducted on the property. These findings, as well as the results of any supplemental investigation, will be used to prepare Baseline Environmental Assessments (BEAs) for Duke LifePoint and assigns for the Eligible Property. The BEA will be completed in general accordance with the Michigan Department of Environmental Quality's (MDEQ's) "*Contents of BEA Report,*" dated April 2011. A separate BEA was prepared for Beacon House and submitted to EGLE.

2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. There are three primary due care activities proposed under this Brownfield Plan:
   A. Phase II ESA Investigation**:** Due to the historical presence of contaminated soil and groundwater on the Eligible Property, additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.
   B. Due Care Plan Preparation: Following the completion of the Phase II ESA and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Due Care Plan. The Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of Contamination, if necessary. In addition, an Environmental Construction Management Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations.
   C. Due Care Exposure Pathway Mitigation: The Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include: soil remediation; developing and implementing a soils management plan to safely relocate soils on the property; engineered barriers to prevent direct contact with soils or vapors; and/or institutional controls.

Other Activities

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

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

Interest: Eligible Activities undertaken by Duke LifePoint will be privately financed and Eligible Activities undertaken by the City will be financed through a bond issue. For the purposes of the Brownfield Plan financial analysis, interest is estimated at 5% for 20 years.

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

Estimated Cost of ~~MDEQ~~EGLE Eligible Environmental Activities

~~MDEQ~~EGLE Environmental Eligible Activities	Estimated Cost
Baseline Environmental Assessment	*$~~110,000~~120,000*
Due Care Activities	*$~~3,890,000~~4,030,000*
Eligible Activities Subtotal	*$~~4,000,000~~**$4,150,000***
Interest	*$~~2,335,575~~2,180,575*
Work Plan Development and Review Cost	*$~~10,000~~15,000*
Brownfield Authority Administrative and Operating Cost	*$200,000*
~~MDEQ~~EGLE Environmental Eligible Activities Total	***$6,545,575***

MSF ~~Developmental~~Non-Environmental Eligible Activities

1. *Lead and Asbestos Abatement:* NESHAP regulations require a lead and asbestos survey prior to demolition of commercial buildings to demonstrate Potential Asbestos Containing Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected. The scope of work includes lead and asbestos surveys, abatement, contract administration, and air monitoring to prevent a potential exposure to site workers or adjacent residents.
2. *Demolition*: In preparation for site redevelopment, the City Municipal Services building and associated infrastructure will be demolished and removed from the Eligible Property. The scope of work includes engineering specifications, procurement and demolition of buildings, foundations and unusable asphalt and infrastructure.
3. *Site Preparation:* Site preparation will consist of geotechnical engineering, temporary site and erosion control, removal of unsuitable soils and engineered fill, land balancing and grading, geotechnical measures, and an urban stormwater system.
4. *Infrastructure:* Infrastructure will include major road improvements and utility upgrades to accommodate and facilitate the development. Road improvements include the construction of a

roundabout on US 41, realignment of Baraga Street, upgrades to Seventh and Spring Streets, a new bridge spanning US 41.

5. *Relocation of Public Facilities for Economic Development:* The most critical component of the Brownfield Plan and overall project is the relocation of the City's Municipal Service Center (MSC) to provide for an adequate downtown site for the DLP Marquette General Replacement Hospital (DLP MGRH). The DLP MGRH cannot be built without the relocation of the MSC, the City cannot bear the expense of relocating the MSC without both State and Local Brownfield TIF capture, and there are no other adequate sites within the City of Marquette, and certainly not in downtown Marquette. The MSC currently houses the City's engineering and public works offices, as well as mechanical and operations facilities related to water, sewer and streets departments. The City is undergoing an aggressive evaluation process for relocation. Staff has identified internal operational needs, identified and contacted potential local partners for collaborative services, and is evaluating potential sites for a future service center.

Estimated Cost of MSF Eligible ~~Developmental~~Non-Environmental Activities

Eligible Activities	Estimated Cost
Lead/Asbestos Abatement	*$86,000*
Demolition	*$214,000*
Site Preparation	*$~~3,175,000~~3,475,000*
Infrastructure	*$15,746,000*
Relocation of Public Facilities for Economic Development	*$18,000,000*
MSF Eligible Activities Subtotal	***$~~37,221,000~~37,521,000***
Interest	*$~~21,733,110~~20,428,110*
Work Plan Development and Review Cost	*$~~20,000~~25,000*
Brownfield Authority Administrative and Operating Cost	*$200,000*
MSF ~~Developmental~~Non-Environmental Eligible Activities Total	***$59,174,110***

Estimate of Captured Taxable Value and Tax Increment Revenues MCL 125.2663(1)(c):

The initial taxable value for the Eligible Property will be set at the taxable value as of the approval date of this Brownfield Plan, anticipated to be October 27, 2014. The initial taxable value established by this Brownfield Plan is based on the taxable value as of December 31, 2013 and is $0.

The total Eligible Activity cost is *$~~52,403,650~~52,853,650* (combined ~~MDEQ~~ EGLE Environmental Eligible Activities and MSF Developmental Eligible Activities) plus an estimated *$~~24,068,685~~23,608,685* in interest, for a total of *$~~76,472,335~~76,462,335*. The Brownfield Plan also includes $~~430,000~~440,000 in Work Plan Development and Approval and MBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to *$76,902,335*. The overall investment for the Project is estimated at over $~~170~~ *350 million*.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. A Commercial Redevelopment Act abatement of 50% of local taxes and the School Operating Tax for a period or 12 years will represent a local contribution of over $11 million and a proposed abatement of 50% of a portion of State taxes will represent a contribution of over $7.5 million. As a result, the allocation for local tax capture for Eligible Activities is reduced in a pro rata share and the allocation for State tax capture is increased accordingly. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. The overall contribution of local taxes is consistent with the ratio of local taxes (52.53%) to State taxes (47.47%).

The revised cash flow analysis for the project indicates payoff of the private Eligible Activity obligation in ~~*twenty*~~ *thirteen (~~20~~13) years* from 2016 ~~for Local Tax Capture~~ and *twenty-~~four~~ one (~~24~~21) years* for public Eligible Activity bond obligation ~~State Tax Capture~~, with an additional local tax capture ~~for up to three years~~ and state tax capture in an amount not to exceed that captured to repay the original obligation for ~~MDEQ~~EGLE Environmental Eligible Costs for the local brownfield revolving fund, as provided in Section 13(5) of Act 381, P.A. 1996 as amended.

Redevelopment of the property ~~is anticipated to be~~was in initiated in ~~Spring~~ Summer 2016, with the relocation of the MSC and construction of the DLP Marquette General Replacement Hospital beginning in Late Summer 2016, ~~with a twenty-six month construction schedule~~with opening in April

2019. Table ~~3~~ 2 provides an estimate ~~graphic representation~~ of the tax capture and tax increment revenues. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimated Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes		Year	Total Tax Revenues	Captured Taxes	
2016	$101,332	$101,332		2031	$6,830,420	$5,047,272	(2)
2017	$264,805	$264,805		2032	$6,913,112	$4,228,093	
2018	$1,298,750	$1,298,750		2033	$7,000,225	$4,174,635	
2019	$2,518,166	$2,518,166		2034	$7,091,574	$4,108,190	
2020	$3,211,789	$3,361,290		2035	$7,161,747	$4,133,728	
2021	$3,410,343	$3,410,343		2036	$7,266,466	$4,142,252	(3)
2022	$3,671,439	$3,671,439		2037	$7,681,342	$0	
2023	$3,667,294	$3,667,294		2038	$7,728,477	$0	
2024	$3,678,165	$3,678,165		2039	$7,795,727	$0	
2025	$3,695,444	$3,719,418		2040	$7,875,551	$0	
2026	$3,720,824	$3,773,953		2041	$7,960,195	$0	
2027	$3,748,013	$3,799,675		2042	$8,053,048	$0	
2028	$3,784,166	$4,508,660	(1)	2043	$8,151,192	$0	
2029	$6,683,470	$8,414,965		2044	$8,253,392	$0	
2030	$6,754,442	$8,491,057		2045	$8,357,150	$0	

(1) Private Eligible Activity Ends
(2) LBRF Capture Ends
(3) Public Eligible Activity Bonds End

Method of Financing Plan Costs - MCL 125.2663(1)(d):

~~MDEQ~~EGLE Environmental Eligible Activity Costs and MSF ~~Developmental~~Non-Environmental Eligible Activity Costs will be financed by the Developer for private Eligible Activities and by the City of Marquette for public Eligible Activities, with reimbursement from Brownfield TIF.

Maximum Amount of Indebtedness - MCL 125.2663(1)(e)):

The maximum amount of indebtedness will be *$~~52,403,650~~52,853,650* plus an estimated *$~~24,068,685~~23,608,685* in interest costs.

Duration of Brownfield Plan - MCL 125.2663(1)(f):

The duration of the Plan will be the time to capture taxes in an amount equal to the Eligible Activity obligation. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment is expected to be repaid through tax increment financing within *~~20~~ 13* years for ~~Local Tax Capture~~private Eligible Activities and *~~24~~ 21* years for ~~State Tax Capture~~public Eligible Activity Bonds, with an additional local tax capture ~~for up to three years~~ and state tax capture in an amount not to exceed that captured to repay the original obligation for ~~MDEQ~~EGLE Environmental Eligible Costs for the Local ~~Site Remediation~~Brownfield Revolving Fund.

Estimate of Impact of Tax Increment Financing on Taxing Jurisdictions – MCL 125.2663(1)(g):
Tables 2 and 3 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2. Table 4 presents the allocation of tax capture and the total tax increment for the maximum duration of the plan, 30 years. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The total tax capture is estimated at *$77,743,027*, plus an estimated *$5,168,659* for the State Brownfield Fund, for a total capture of *$82,911,687*. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over $~~5.3~~7.6 million per year on into the future.

Legal Description, Location, and Determination of Eligibility - MCL 125.2663(1)(h):
Legal Description: The legal description of the eligible property follows:

Legal Description PIN: 0240010	SEC 22 & 23 T48N R25W (11 A M/L) PART OF THE SE 1/4 OF THE NE 1/4 OF SEC 22 & PART OF SW 1/4 OF NW 1/4 OF SEC 23 BEG AT A POINT N00DEG52'26"E 227.88 OF E 1/4 COR OF SEC 22; TH N00DEG52'26"E 298.68'; TH S77DEG31'55"E 431.68'; TH N12DEG12'38"E 330.08'; TH N32DEG54'20"W 33.79'; TH ON A CURVE TO THE LEFT WITH RADIUS 960' LENGTH 148.46' DELTA 08DEG51'37" AND CHORD N78DEG46'23"W 148.31'; TH N83DEG12'12"W 854.1'; TH S00DEG28'48"W 632.07'; TH N88DEG27'25"E 249.65'; TH S77DEG20'20"E 278.88' TO POB.
PIN: 0514071	SEC 22, T48N, R25W (17.75 A M/L) TWO PARCLES OF LAND LOC DESCRIBED AS FOLLOWS: PARCLE #1 - PART OF THE SEC 22 COMM AT THE NW COR OF SAID SEC; TH S0DEG23'18"W ALG THE W LN OF

SD SEC 1,527.35' TO A PT ON THE C/L OF US 41 W; TH S50DEG38'02"E ALG SD C/L 138.42' TO A PT OF INT WITH THE C/L OF THE SOO LINE RR R/W; TH S79DEG39'49"E 213.34' TO A PT; SD PT BEING THE WESTERN MOST COR OF LOT 1 OF MARQUETTE INDUSTRIAL PARK; TH S67DEG56'38"E 987.6' TO THE N R/W LN OF US 41 W; TH S81DEG53'32"E 2,222.76' ALG SD R/W LN TO THE SE COR OF SD IND PARK; TH N0DEG10'42"E 66.64' TO THE POB; TH N0DEG10'42"E 376.6'; TH S85DEG47'35"E 1,049.54'; TH ALG THE ARC OF A CURVE TO THE RIGHT 99.62' WITH A RAD OF 694.35' AND A LONG CHORD BEARING S55DEG42'34"E 99.53'; TH S51DEG35'58"E 178.70'; SD LN BEING PAR TO AND 20' SW'LY FROM THE C/L OF THE SOO LINE YARD TRACK LEADING TO THE PREV ENGINE HOUSE; TH S0DEG10'42"W 313.34' TO A PT ON THE N LN OF A ROADWAY ESMT ON W BARAGA AVE; TH N81DEG53'32"W 1,282' TO THE POB. (11.88 A M/L)
PARCLE #2 - A PARCLE PURCHASED FROM THE WISC CENT LTD RR CO LOC IN LIBER 391, PAGE 443, IN THE S 1/2 OF THE NE 1/4 OF SEC 22, COMM AT THE NW COR OF SD SEC 22; TH S00DEG23'18"W ALG THE W LN OF SEC 22 1,527.35' TO A PT ON THE C/L OF US 41 W; TH S50DEG38'02"E ALG SD C/L 138.42' TO A PT OF INT WITH THE C/L OF THE WISC CEN R/W; TH S79DEG39'49"E 213.34' TO A PT, SAID PT BEING THE WESTERN MOST COR OF LOT 1 OF THE MQT IND PARK; TH S67DEG56'38"E 987.60' TO A PT ALG THE S LN OF SD IND PARK ALSO BEING THE N R/W LN OF US 41; TH S81DEG53'32"E 2,222.76' ALG SD R/W LN TO THE SE COR OF THE IND PARK; TH N0DEG10'42"E 66.64' TO A PT ON THE N R/W LN OF BARAGA AVE; TH N00DEG10'42"E 376.60' ALG THE E LN OF LOT 25 TO THE POB; TH S85DEG47'35"E 1,049.54' ALG AN EXT OF THE N'LY LN OF SD IND PARK; TH ALG THE ARC OF A CURVE TO THE RIGHT 99.62' RADIUS OF 694.35' AND A LONG CHORD BEARING S55DEG42'34"E 99.53'; TH S51DEG35'58"E 178.70' SD LN BEING PARR TO AND 20' SW'LY FROM THE C/L OF MAIN TRACK LINE LEADING TO THE ROUND HOUSE; TH N00DEG10'42"E 340' M/L TO A PT ON A LINE PARR TO AND OR CONCENTRIC WITH AND 30' NORMALLY DIST S'LY FROM THE C/L OF THE EXISTING MAIN LINE TRACK; TH W'LY ALG SD LAST PARR AND/OR CONCENTRIC LINE 1,265' M/L TO A PT ON THE NE COR OF A PAR OF LAND CONVEYED TO C WAYNE PREMEAU; TH S'LY IN A STRAIGHT LINE ALSO ALONG THE E LINE OF PREMEAU PROPERTY 188' M/L/ TO THE POB. (5.87 A M/L)
PARCEL #1 = 11.88 AC.
PARCEL #2 = 5.87 AC.
TOTAL = 17.75 AC.
(CITY ACCT # 632-490-920.1555)

PIN: 0130100

THAT PART OF LOT-99 IN BALDWIN'S ADDITION AND THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION # 22 T48N R25W WHICH LIES W.'LY OF GROVE ST. AND WHICH LIES N.E.'LY OF A LINE 140' N.E.'LY MEAS. AT RIGHT ANGLES AND PARR. TO A LINE DESC. AS: BEG. AT A PT. ON THE E. LINE OF SEC. 22, WHICH IS N. 00 DEG. 35' 18" W. A DIST. OF 1774.99' FROM THE S.E. COR. OF SAID SEC. #22 TH. N. 40 DEG. 26' 02" W. A DIST. OF 500' TO A PT. OF ENDING. EXC. THAT PART OF SAID LOT-99 DESC. AS: BEG. AT A PT. ON THE S. LINE OF FISHER ST., WHICH IS 149'-10" FROM THE INT. OF THE W.'LY LINE OF GROVE. ST. WITH THE S. LINE OF FISHER ST.; TH. S. 60'; TH. E. TO A PT. ON THE W.'LY LINE OF GROVE ST. WHICH IS S.'LY 60' FROM THE INT. OF THE W.'LY LINE OF GROVE ST. WITH THE S. LINE OF FISHER ST.; TH. N.'LY ALONG THE W. LINE OF GROVE ST. 60' TO SAID INT.; TH. W.'LY ALONG SAID S. LINE OF FISHER ST. 149'-10" TO THE P.O.B. A PARCEL LOC. IN THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 22 T48N R25W DESC. AS FOLL: BEG. AT A PT. ON THE S.E. COR. OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 22: TH. N.'LY ALONG THE E. LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 22 135.2'+- TO A PT. ON THE S. LINE OF BARAGA AVE. SAID PT. ALSO BEING ON THE S. LINE OF A 66' WIDE ESMT. FOR HWY. PURPOSES AS GRANTED BY THE SOO LINE R.R. CO. TO THE CITY OF MARQUETTE. TH. W.'LY ALONG THE S. LINE OF SAID ESMT. 940'+- TO A PT. ON THE N. R.O.W. LINE OF U.S. 41, TH. S.E.'LY ALONG THE LAST SAID N. R.O.W. LINE 280'+- TO A PT. ON THE S. LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 22; TH. E.'LY 685'+- TO THE P.O.B. (CITY ACCT. # 555-561-920.1555 STORMWATER)
HOMESTEAD ADD. LOT-1 AND THE N. 1/2 OF LOT-6, ALL OF LOTS-7 THRU 13, ALSO THAT PART OF LOTS-14 THRU 18 LYING N. OF A LINE 100' N.'LY AND PARR. TO A LINE DESC. AS BEG. AT A PT. ON THE E. LINE OF SEC. 22 WHICH IS N. 00 DEG. 35' 18" W. 1774.99' FROM THE S.E. COR. OF SEC. 22, TH. N. 40 DEG. 26' 02" W. 620.44', TO THE PT. OF CURVATURE OF A 1909.86' RADIUS CURVE TO THE LEFT (CHORD BEARING N. 61 DEG. 09' 47" W.) TH. N.W.'LY ALONG THE ARC OF SAID CURVE 1381.94' TO THE P.O.B. ALL OF LOTS- 20 THRU 25 EXC. U.S. 41 BY-PASS R.O.W.
HIRAM BURT'S ADD. LOTS-12 13 AND THE N. 100' OF LOT-14

PIN: #0514075
Outparcel Split

Part of the Southwest ¼ of the Northwest ¼ of Section 23, T48N-R25W, City of Marquette, Marquette County, Michigan, described as:
Commencing at the West ¼ Corner of Section 23; thence N00°52'22"E 526.52' along the West Line of Section 28 and the East Line of the UP Health System Hospital Parcel to the North Right-of-Way Line of Spring Street (66' wide Right-of-Way); thence S77°32'10"E 101.50' along said lines to the **Point of Beginning 1**; thence N12°12'17"E 334.92' to the North Line of the UP Health System Hospital Parcel, the South Line of the former Railroad Right-of-Way and present day Bike Path Right-of-Way; thence S83°12'12"E 158.47' along said lines to a curve; thence 148.46' along said lines on the arc of a curve to the right having a radius of 967.01', a delta angle of 08°47'47", and a chord bearing S78°47'20"E 148.31' to the West Right-of-Way Line of Seventh Street (variable width Right-of-Way) and the East Line of the UP Health System Hospital Parcel; thence S32°54'31"E 33.79' along said lines; thence S12°12'17"W 195.07' along said lines; thence N77°32'10"W 270.00' along said line; thence S12°12'17"W 135.00' along said line to the North Right-of-Way Line of Spring Street; thence N77°32'10"W 60.00' along said lines to the **Point of Beginning 1**; Containing 1.80 acres more or less.

Location: Figure 1 depicts the location of the eligible property and Figure 2 depicts the eligible property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment report prepared by the Michigan Department of Environmental Quality (~~MDEQ~~EGLE) in March 2009 identified the presence of metals and Volatile Organic Compounds in excess of ~~MDEQ~~EGLE Generic Residential Cleanup Criteria (GRCC). As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility.

Estimate of Number of Persons Residing on Eligible Property - MCL 125.2663(1)(i):

There are currently no residential dwellings or residences that occupy the Eligible Property.

Plan for Residential Relocation (MCL 125.2663(1)(j)):

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

Provision of Costs of Relocation - MCL 125.2663(1)(k):

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

Strategy to Comply with Relocation Assistance Act, 1972 PA 227, MCL 213.321 to 213.332 - MCL 125.2663(1)(l):

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

Description of Proposed Use of the Local Brownfield Revolving Fund - MCL 125.2663(1)(m):

Use of the Local Brownfield Revolving Fund will be consistent with the requirements of Act 381, including expenses for Eligible Activities on Eligible Property.

Other Material Required by the Authority or Governing Body - MCL 125.2663(1)(n):

None

Tables

Table 1.1 ~~MDEQ~~EGLE Environmental Eligible Activities Costs

Table 1.2 MSF ~~Developmental~~Non-Environmental Eligible Activities Costs

Table 2. Cash Flow Statement

Table 3. ~~Captured Taxes and Tax Revenues~~

~~Table 4.1~~ Impact on Tax Jurisdictions

~~Table 4.2 Brownfield Tax Capture Allocation~~

~~Table 4.3 Tax Revenue Allocation~~

~~Table 4.4 Capture/Revenue Allocation~~

Figures

Figure 1 - Eligible Property Location Map

Figure 2 – Eligible Property Boundary Map

Figure 3 – Parcel Map

Agenda Date: 5/10/2021

New Business
Notice of Intent Resolution-FY 21 CWSRF Bonds - Roll Call Vote

BACKGROUND:

The Marquette City Commission approved an application for funding assistance from the Clean Water State Revolving Fund (CWSRF) on May10, 2020 for the wastewater plant solids handling project. To move forward with issuing Clean Water State Revolving Fund (CWSRF) bonds, a resolution must be approved that will authorize a “Notice of Intent” to be published. The “Notice of Intent” serves as a 45-day referendum notice in accordance with Public Act 94. This Public Act states that if ten percent of the registered electors of the City file a referendum petition within 45 days of publication of the notice, then the bonds cannot be issued without voter approval.

The project is needed because the Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires the plant to have 180 days of biosolids storage in the winter months. The facility currently has approximately 140. This project will bring us into compliance with EGLE requirements, consolidate solids handling, provide redundancy, and add a high strength waste receiving station to provide revenue to help pay for the project. The additional revenue and other savings are currently estimated to be approximately $200,000 annually.

The CWSRF program is a “draw down” loan and we will only use what is needed to complete the project. This project may also qualify for principal forgiveness which would reduce debt service requirements.

FISCAL EFFECT:

A debt-service schedule will be produced when the bonds are issued. Because the project is being done at the Marquette Area Wastewater Treatment Plant, the three owners will apportion the debt service payments as follows: City of Marquette, 84%; Marquette Charter Township, 9%; Chocolay Township, 7%.

RECOMMENDATION:

Approve a Notice of Intent Resolution to start the process of issuing Clean Water State Revolving Fund Bonds for a not-to-exceed amount of $8,500,000 for the Solids Handling Improvement project, and authorize the City Clerk to sign the Resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Notice of Intent Resolution-FY 21 CWSRF Bonds
- Solids Handling Project

RESOLUTION AUTHORIZING NOTICE OF INTENT AND DECLARING INTENT TO REIMBURSE (2021 CWSRF BONDS)

CITY OF MARQUETTE
COUNTY OF MARQUETTE
STATE OF MICHIGAN

Minutes of a regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 10th day of May, 2021, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Commissioners _____

_____

ABSENT: Commissioners _____

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

WHEREAS, the City of Marquette, County of Marquette, State of Michigan (the "City"), has determined that it is necessary for the public health, safety and welfare of the City to acquire, construct, furnish and equip improvements to the City's existing Water Supply and Sewage Disposal System (the "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 (the "Project"); and

WHEREAS, the City has been advised by the Michigan Department of Environment, Great Lakes and Energy ("EGLE"), that financial assistance to accomplish the acquisition and construction of the Project is available through the Clean Water State Revolving Fund ("CWSRF") Loan Program administered by EGLE and the Michigan Finance Authority (the "MFA"); and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension, and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, the issuance of bonds payable from revenues of the System under Act 94 in a total amount not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000) (the "Bonds"), for the purpose of financing all or part of the Project represents the most practical means to that end; and

WHEREAS, the City has made application for participation in the CWSRF loan program; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the electors of the City and users of the System and the City's taxpayers and electors, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

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

(a) As of the date hereof, the City reasonably expects to reimburse the City for the expenditures described in (b) below with proceeds of debt to be incurred by the City.

(b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.

(c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is $8,500,000.

5. The Mayor, City Clerk, City Treasurer, City Manager and Chief Finance Officer of the City are each authorized to act as an authorized officer or designated representative in connection with the Project and execute and deliver such applications, documents or certificates with EGLE, the MFA or other entities as may be necessary or advisable to enable the City to issue and sell the Bonds as contemplated herein and to meet its obligations under the CWSRF loan program.

6. The City hereby confirms the retention of Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel in connection with the Bonds. The City has been advised that Miller Canfield has represented the MFA in the past and may be representing the MFA presently in connection with various matters including the CWSRF loan program and the City consents to the representation of the MFA by Miller Canfield in connection with the CWSRF loan program that may be utilized by the City in connection with the Bonds.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners _____

_____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

_____
Kyle Whitney, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on May 10, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Kyle Whitney, City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF MARQUETTE
AND TO USERS OF THE CITY'S WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
OF INTENT TO ISSUE REVENUE BONDS AND THE
RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City Commission of the City of Marquette, County of Marquette, State of Michigan (the "City"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series, in a total amount not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip improvements to the City's existing 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.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the City from the operations of the Water Supply and Sewage Disposal System (the "System"). The revenues will consist of rates and charges billed to the users of the System, a schedule of which is presently on file in the office of the City Clerk. The rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the System, to pay the principal of and interest on the bonds and to pay other obligations of the System.

BOND DETAILS

THE REVENUE BONDS will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at public or private sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

IN THE EVENT THAT THE CITY DEEMS IT DESIRABLE TO SELL THE REVENUE BONDS TO THE MICHIGAN FINANCE AUTHORITY, THE CITY MAY ALSO PLEDGE ITS LIMITED TAX FULL FAITH AND CREDIT AS SECURITY FOR THE BONDS. IN SUCH CASE, IF REVENUES OF THE SYSTEM ARE INSUFFICIENT TO PAY DEBT SERVICE AT ANY TIME, THEN TO PAY DEBT SERVICE THE CITY SHALL ADVANCE LEGALLY AVAILABLE FUNDS INCLUDING, IF NECESSARY, FUNDS FROM THE LEVY OF TAXES UPON ALL TAXABLE PROPERTY IN THE CITY, SUBJECT HOWEVER TO CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS. IN ADDITION, THE CITY MAY BE REQUIRED TO PLEDGE FOR THE PAYMENT OF THE BONDS MONEY RECEIVED OR TO BE RECEIVED BY THE CITY DERIVED FROM IMPOSITION OF TAXES BY THE STATE AND RETURNED OR TO BE RETURNED TO THE CITY AS PROVIDED BY LAW, except for money the use of which is prohibited for such purposes by the State Constitution. The City may enter into an agreement providing for the payment of taxes, which taxes are collected by the State and returned to the City as provided by law, to the authority or a trustee, and such funds may be pledged for the payment of the revenue bonds.

RIGHT OF REFERENDUM

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

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

Kyle Whitney
City Clerk, City of Marquette

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2021 CAPITAL IMPROVEMENT PROGRAM PROJECT REQUEST FORM

I.D. #_____

DEPARTMENT CONTACT INFORMATION

	Date: 4/29/2021	Department Priority: Low, Medium, High High
	Department: Public Work and Utilities	Project Location: Wastewater Plant
	Project Title: Solids Handling/High Strength Waste Improvement Project	Estimate Funding Request: $7,000,000
	Contact: Mark O'Neill	Estimate Useful Life of Asset (Years): 20

SYSTEM CATEGORY:

☐ Street System	☐ Sidewalk/Pathway System
☒ Sanitary Sewer System	☐ Public Buildings
☐ Water System	☐ Public Parks/Grounds
☐ Storm Sewer/Drainage System	☐ Marinas
☐ Bridge System	☐ Motor Pool/Fleet/Major Equipment
☐ Transportation Safety	☐ Public Safety

PURPOSE OF PROJECT:

☒ Regulatory or Ordinance Requirement List _____	☒ Expanded Service
☒ Conforms to Adopted Plan List _____	☒ New Operation
☒ Upgrade/Replace Existing Asset	☐ Scheduled Replacement
☒ New Asset	☐ Extend Asset Useful Service Life
☐ Health and Safety Issue	
☐ Economic Development	

PROJECT DESCRIPTION

MEGLE requires the plant to have 180 days of biosolids storage in the winter months. The facility currently has around 140. This project will bring us into compliance, consolidate solids handling, provide redundancy, and add a high strength waste receiving station to provide revenue to help pay for the project.

A State SRF low interest loan will be used to fund the project.

- The loan includes $283,500 green principle forgiveness.
- Marquette Twp. and Chocolay Twp. will be responsible for $1,074,640 of the project cost.

Picture Title: Cake Storage



PROJECT PLANNING AND FINANCING

Proposed Fiscal Year Planned: 2022	Estimate New Effect on Operating Cost, Revenues, Staffing, etc.? $200,000
Name of Account(s) Funding: MAWTF Fund State SRF Funding	*Explain: No changes to staffing levels. HSW Receiving station will provide an estimated $180,000 per year along with increased bio-gas production.*
Outside Funding Sources: Yes Green project Both Townships Amount: $1,358,140	*Transitioning away from disposing biosolids in a cake form instead of liquid form will save in disposal costs.*
Does Asset Have a Salvage Value? Choose an item. Amount: $	
Estimate Asset Useful Life Extension (Years):	

Agenda Date: 5/10/2021

New Business
Queen City Courts - Hurley Park Mural - Artist Selection

BACKGROUND:

The Marquette Public Art Commission will better integrate public art into the day-to-day life of the community and increase interest in the game of basketball through a mural installed on the basketball court surface located at Hurley Park in South Marquette. Marquette Public Art Commission's Queen City Courts project will refurbish and revitalize the park's basketball facilities with new mural, backboards, asphalt, and court lines this summer 2021. The City received 52 highly qualified submissions from across the U.S. in response to a request for qualifications.

On Wednesday March 10, 2021, the Marquette Public Art Commission reviewed submissions, narrowing the selection to three artists or teams of artists. Artists were invited to submit up to three final designs. Proposed designs and survey were made available to the public via the City website and social media. In addition, residents living near the mural site were sent letters describing the project and links to view designs and survey. All residents were invited to participate in public comment at the April 14, meeting on-line or submit comments via writing.

On Wednesday April 14, 2021 the Marquette Public Art Commission reviewed proposed designs. After four hours of deliberation, Fast Break, by Joey Salamon and Ivan Montoya from Detroit, Michigan was selected. Fast Break received a great deal of positive feedback from the community. The Marquette Public Art Commission appreciated the way the artist team combined their individual approaches visually in this concept. And most importantly that the layout of this court design provides children with a multitude of places for imaginative play and promises to excite and reinvigorate the space. As stated in the contract, Marquette Public Art Commission may request a minor revision. The Marquette Public Art Commission has requested that the artist team revise Fast Break's main colorway (red center court) presented for this design concept.

The mural will be completed by August 31, 2021 and included in the City's public art collection, Marquette Art in Public Places. Marquette Art in Public Places includes the Father Marquette Statue and others. It will be placed on an annual maintenance schedule to ensure vibrancy of original work. All funding for future maintenance will be provided by the City's Public Art Fund.

FISCAL EFFECT:

All improvements are made possible through the City's Public Art Fund. The total budget of this project is $41,500 and is an approved Fiscal Year 2021 project. $26,500 asphalt removal, asphalt installation, line work, sealant and back boards, $15,000 artist fees.

RECOMMENDATION:

Approve the contract with Joey Salamon and Ivan Montoya for the Queen City Courts Mural

located at Hurley Park in the amount of $15,000, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- MPAC Meeting Minutes
- Contract
- Insurance

MARQUETTE PUBLIC ART COMMISSION
MINUTES
April 14, 2021
Zoom Meeting
Marquette, MI

Meeting began at 6:33 PM.
Present: Kristina Behrens, Linnea Gustafson, Steven Hughes, Emily Lanctot, Tracy Wascom, Maureen Tyrrell and Staff Liaison, Tiina Morin

I. Call to Order
Chairperson, Tracy Wascom called meeting to order at 6:33 PM.

II. Roll Call
Linnea Gustafson, Steven Hughes, Emily Lanctot, Tracy Wascom, Maureen Tyrrell, Kristina Behrens

III. Approval Minutes
Motion by Emily Lanctot to consent agenda, seconded by Kristina Behrens and Steven Hughes. All were in favor.
Motion made by Steven Hughes to approve March Meeting Minutes. Seconded by Kristina Behrens. All were in favor.

IV. Public Comment
Ben Pawlowski, 348 W. Park St., Marquette – Art teacher voiced support for project and emphasized the need for visual arts in the community as it is not always supported in some local schools.
Chad McKinney, 611 Mesnard, Marquette – Graphic artist who lives in neighborhood and voiced support of project.
Iris Katers, 15 Specker Circle, Marquette – Voiced concern for having painted basketball court. Discussed poll results of community members and school kids regarding feelings about mural; all polled were not in favor of mural. Concern for individuals with depth perception/sensory problems.
Dana LaLonde, 216 Tobin Street, Negaunee, MI - Former Marquette resident, children attended Marquette Public Schools all 12 years. - Has special needs/Autistic child and voices support from perspective of having child with special needs.
Caben McKendrick, 327 Blemhuber Ave., Marquette – Frequently uses courts to play basketball in summer and is excited to play ball on painted court. Voiced support for project.
Kristine Granger, 222 Rock St., Marquette – Discussed being life-long artist and art educator, including art teacher to at-risk students, in support of project.
Ellen Moore-Sarjeant. 125 Kaye Ave., Marquette – Librarian and mother of autistic child who is 15 years of age. Both Ellen and her child were in support of images/mural project. Discussed the possibility of using other city courts if issues with the painted court.

Kyle Lafrinere, 327 Blemhuber Ave., Marquette – Artist who came to NMU in 2012, graduated with art degree in 2016. Voiced support of mural project as he feels it will increase use of park, emphasized other options within city and several blocks away if not useable.
Moire Cleary, 2 Grovehill Ct., Marquette – Theater/Arts professional in support of mural project. Significant emphasis on alternative court availability if not interested in playing on mural court.
Mrs. McKinney, 611 Mesnard, Marquette – Letter written, read by Tiina Morin, in support of having additional art in neighborhood.
Jake Fether, Marquette Senior High School Teacher – Letter read by Tiina Morin, supportive of project
Kayleigh Heynon, 327 Blemhuber Ave., Marquette – Voiced support for project.

V. MPAC Chair Report
Tracy Wascom discussed research and logistics involved to prepare for project.

VI. Manager Report
Tiina Morin discussed Art Week planning and theme, Reconnecting Through the Arts. All planned activities to take place outdoors, including country music concerts at city park. All activities take place with consideration of state public health guidelines. Public Art Passport to be discussed at next meeting. Library and Arts Center will have no exhibits through June. Marquette Compass will tentatively launch in May.

VII. Friends of Marquette Public Art Commission Report
No update; Nheena Ittner and Jennifer Ray in attendance.

VIII. Old Business

1. Queen City Courts – Review and discussion of artwork from finalists
    a. Evaluation and determination of final design; including review of surveys and public comment. Chairperson Tracy Wascom provides background on Project Back Board and Queen City Court initiation and development, discussed goals, importance of everyone's considerations, and expectations of longevity of mural is not decades but as long as possible. Tiina provides input from home-owners adjacent to court; majority of people wished to remain anonymous. Input reported by Tiina from Jerry Irby discussed concern regarding baseballs hitting/hurting kids playing on basketball court. Tiina discussed future plan for the City to place nets around baseball diamonds. Tina discussed the research involved and completed to vet project at state level; Michigan Access, Autism Educator Board Members were provided final selection choices for feedback and had no issues with any selections. Tiina shares Dawn Bruxholm-Pape, General Education Classroom Teacher, MARESA, feedback that reviewed Transition students' responses to viewing the images; feedback was divided similarly for each image. Feedback from M. Allen, MARESA Associate Superintendent for Education when

questioning Transition students on ability to play on court with image at feet was that the mural would not be an issue. Sam Peterson, Project Back Board Director reviewed final images favorably, stating the three-point line was the most needed line for city park/pick-up basketball games. The Parks and Rec Commissioner in Philadelphia reviewed selections and foresees no issues. After discussing professional feedback, Tiina states she is in favor of moving forward with final artist selection. Tracy reviewed each of the final selections and compiled community feedback. Emily Lanctot made a motion to discuss each mural on independent basis, seconded by Steven Hughes. Each member discussed their stance on each mural, including consideration of community feedback, maintenance and play, and after a first round of votes, mural numbers 1, 2 and 5 were eliminated. A motion was made by Emily Lanctot to proceed with the final four murals, including numbers 3, 4, 6 and 7, seconded by Steven Hughes. A second round of discussion on remaining mural selections was conducted by all members, considering community feedback, maintenance, potential revisions and play; another vote was conducted, further narrowing selections to numbers 4, 6, and 7. After extensive discussion regarding murals 4, 6, and 7, a motion was made by Emily Lanctot to omit number 7 due to visual and maintenance concerns, seconded by Steven Hughes. Five members in favor, one not in favor. Final voting round proceeded with discussion of needed revisions for each mural. After considering feedback, revisions and maintenance, mural number 6 was selected unanimously by members. Emily Lanctot made a motion to move selection 6 forward for revision, seconded by Steven Hughes.

   b. Proposed revisions for chosen finalist – Discussion of slight color change to tone down brightness/contrast in colors of mural number 6.
   c. Review of Queen City Court (QCC) contract – Steven Hughes discusses contract/final edits and will send to group for final review.

2. Creative Neighborhoods
   a. Locations – Not discussed
   b. Discuss process as funding is not able to be used for art to be placed on private property.

IX. New Business

None

X. Committee Reports

1. Public Art Inventory/Outreach – No update.
2. Public Art Guidelines – No update.
3. Policy and Maintenance – Discussed pausing this report until MPAC is able to bring in professional.
4. Artist Handbook – Motion made by Emily to remove handbook until more appropriate time, seconded by Steven.

XI. Good of the Order
Steven expresses thanks and gratitude to Tracy and Tiina for all of the work put into the QCC project. Tracy and Emily express thanks Tiina. Kristina inquires if community members are able to assist with mural project. No formal mural announcement at this time; must go before City Commission and contract must be approved/signed. Linnea discussed supporting art education in public schools. Linnea to contact Jake Feather to collaborate on letter of support.

XII. Adjourn
Meeting was adjourned at 10:29PM.

Next scheduled regular meeting will be 5/12/2021 at 6:30PM.

Respectfully submitted by Maureen Tyrrell.



Agreement for Artwork Installation: "Queen City Courts," HURLEY PARK BASKETBALL COURT ARTWORK FOR MARQUETTE PUBLIC ARTS COMMISSION (MPAC).

Completion Date: TBD, Summer 2021

Submit Agreement and correspondence to:
Marquette Public Arts Commission
Contact: Tiina Morin, *Arts & Culture Manager, City of Marquette*
Email: Tiina Morin, tmorin@marquettemi.gov

ARTWORK ASSIGNMENT AGREEMENT

This Agreement is entered into this_____day of_____, 2021, by and between The City of Marquette, Michigan (the “City”), and Joseph “Joey” Salamon and Ivan Montoya (the "Vendor”) for QueenCity Courts (the “Project”) at the Hurley Park.

WHEREAS, the City is implementing public art into the Hurley Park public basketball court facilities, Mesnard St., Marquette, MI, and

WHEREAS, the Vendor was selected by the City, to design, execute, and install the Work for the City’s Project; and

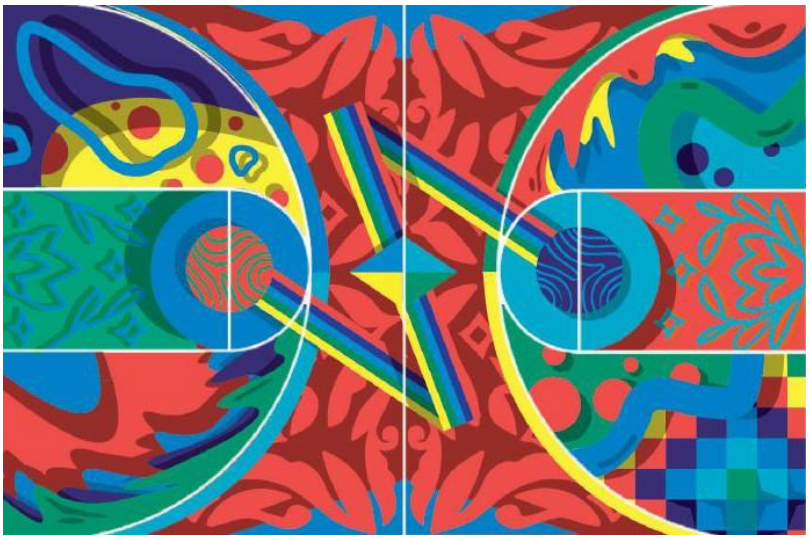
WHEREAS, all parties wish to promote and maintain the integrity and clarity of the Vendor’s ideas and statements that are approved by the City as specified in this Agreement; and

WHEREAS, the Vendor will produce the Work in a professional manner;

WHEREAS, all parties are in agreement that the Vendor, City staff, Contractors, and Marquette Public Art Commission (MPAC) shall establish a close and cooperative relationship that will be maintained throughout the project, so as to best integrate their respective contributions to the Project.

WHEREAS, THEREFORE, the City and the Vendor, for the consideration and under the conditions hereinafter set forth, agree as follows:

PROJECT DESCRIPTION: After reviewing the design submissions for the Project, MPAC has selected the Vendor’s Design Submission, which has been approved by the City Commission for installation on the Hurley Park basketball court during the summer of 2021:



SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

1.1.1. The Vendor shall provide all services and furnish all supplies, materials and equipment as necessary for the design, execution, transportation, unloading, and installation of the approved Work at the Project site, unless otherwise agreed to in writing by both parties.

1.1.2. The Vendor shall coordinate work with City Staff.

1.1.3. The Vendor shall consult, and work in a collaborative manner with the City staff, MPAC, and others as identified by the City.

1.2 DEVELOPMENT OF DESIGN, PREPARATION OF REVISIONS, AND INSTALLATION OF WORK

1.2.1 Upon approval of the Design Submission and confirmation of this Agreement, the Vendor shall prepare any Design Revisions requested by the City, or that are necessary due to material limitations, within 14 days of signed contract. Any revisions are understood to be undertaken with the best interest of both goals of MPAC and the original artistic intent. Any revisions will be made only by the Vendor or their assigns. The Vendor will not otherwise deviate from the selected Design Submission, without written approval and will continue to reflect an understanding of the Artwork Design Specifications and Considerations:

ARTWORK & DESIGN SPECIFICATIONS

- Vendor should consider the merits of a limited color palette and the use of solid color shapes (not gradients) in the artwork to aid in the feasibility of painting and any necessary repairs in the future.
- The artwork must be appropriate for all-ages.
- Artwork must be formatted to fit the court dimensions: 40’ x 60’.
- Artwork must make the boundaries (3-pt line, free throw, key, etc.) displayed in the attached basketball court diagram easily distinguishable. The standard 2” wide court lines will be painted by a separate vendor as contracted by the City.

ARTWORK & DESIGN CONSIDERATIONS

- Consider the court will be viewed from multiple vantage points. One should not need an aerial view to experience the design.
- Try to avoid detailed figurative works. Larger solid color shapes are more successful than lots of small shapes or delicate gradients.
- To avoid confusion, try to avoid lines that will have the same width as game lines (2”).
- Areas around the hoop and inside the three-point line will experience fading first when heavily used (4-5 years). The areas of design near center and sidelines will last longest.
- Light colors accumulate dirt fast, and white will reflect the sunlight (not recommended).
- Large black areas absorb heat and will get hot when playing.

1.2.2 Final Design Documents shall include written narrative descriptions relating elements and details that elaborate on and further explain the ideas expressed in the approved Design Submission (such as size and scale of elements, materials, colors, etc.).

1.2.3 The City reserves the right to require the Vendor to submit additional information deemed relevant regarding the Final Design Documents. The City and Vendor will work together to achieve compatible details for incorporation of the Work into the Project.

1.2.4 Within thirty (30) days after receipt of the Vendor’s Final Design Documents submission pursuant to this Section 1.2, the City shall notify the Vendor of the approval or disapproval of such submission(s) and of all revisions made in the Final Design Documents as a result thereof. Revisions made pursuant to Section 1.2.3 shall become part of the Work.

1.3 EXECUTION OF THE WORK

1.3.1. Within thirty (30) days after written approval of the Final Design Documents, and revisions made to the Final Design Documents pursuant to Section 1.2, the Vendor shall furnish to the City the installation schedule at the Project site (the “Work Schedule”). If the Work is to be integrated with the construction of the Project, the Work Schedule shall also include relevant information as to the schedule for the Project’s installation and coordination with work of the Project. After written approval of the Work Schedule by the City, the Vendor shall install the

Work in accordance with the Work Schedule. The Work Schedule may be amended by written agreement between the City and the Vendor.

1.3.2. The City and MPAC shall have the right to review the progress of the Work at reasonable times during the fabrication or installation thereof.

1.3.3. The Vendor shall complete installation of the Work in substantial conformity with the Final Design Documents and Work Schedule approved by the City.

1.3.4. The Vendor shall present in writing, and in advance to the City for review and approval by the MPAC, any significant changes in the Work that would not be in substantial conformity with, or otherwise permitted by, the Final Design Documents approved by the City. A significant change would include change in the size, scope, scale, design, color, material, texture, method of installation, site preparation or maintenance of the Work, or a change in the concept of the Work as represented in the Design Submission approved by the City. No proposed change shall cause the cost of this Work to exceed the total budget specified in Section 2 of this Agreement.

1.4 FINAL ACCEPTANCE. The Vendor shall advise the City in writing when all services required have been completed. The City shall notify the Vendor in writing within 30 days of its final acceptance of the Work. Final acceptance shall be determined solely by the City of Marquette and shall constitute the City's acknowledgement that the Work has been completed and installed according to the terms of this Agreement. Ownership to the Work shall pass to the City upon final acceptance.

1.5 OWNERSHIP OF DOCUMENTS. Upon final acceptance, copies of all studies, drawings, and designs, prepared and submitted under this Agreement for the Design Proposal, Final Design Documents and Work shall be provided to the City and shall belong to the City for historical documentation of the Project, except as may be determined under Section 12 of this Agreement.

1.6 DOCUMENTATION OF THE WORK. Within 60 days after completion or installation of the Work, the Vendor, in coordination with City Staff, shall furnish the City with the following documentation materials of the Work as installed on the Site:

1.6.1 High quality photo documentation of the final work from multiple angles and viewpoints.

1.6.2 High quality photo documentation of the step-by-step installation process, which may help in maintaining the Work's longevity. A full-listing of the paint colors (brand and identification numbers) employed shall be provided, and their assigned locations in the Work shown on a diagrammatic plan.

1.6.3. Full written narrative description of the Work, minimum of one page in length, for use on the City's website, in connection with the MAPP collection, on social media and in print.

1.6.4. Written step-by-step instructions for appropriate maintenance and preservation of the Work.

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1. The City shall pay the Vendor a fixed fee of $15,000.00 (Fifteen Thousand Dollars and No Cents) which shall constitute full compensation for all services and materials to be performed and furnished by the Vendor under this Agreement including all labor, fees, services, expenses, materials, taxes and any other costs associated with providing this Work.

2.2 Compensation will be paid after services are performed as follows:

- $5,000.00 upon acceptance of this Agreement and the selection of a final design from the Design Submission Phase.
- $5,000.00 during Work installation for materials procured and work completed, as justified by actual receipts and payrolls. Invoiced amounts shall be based upon and include Vendor's Application for Payment and Invoice.
- $5,000.00 upon final acceptance of the Work by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

2.3 Payment is only made after the submission of an approved invoice.

2.4 Invoices and all attachments and reports shall be addressed to the City of Marquette, 300 W. Baraga Avenue, Community Services, Marquette, Michigan 49855. After review and approval by the City Commission and City Manager all invoices shall be paid to the Vendor by the City.

2.5 VENDOR'S EXPENSES. All expenses incurred by the Vendor are included in the Commission Fee, and the Vendor will not be reimbursed separately for any expense incurred by Vendor.

SECTION 3. TIME OF PERFORMANCE

3.1 DURATION. Installation and work dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be substantially completed by August 31, 2021.

3.2 TIME EXTENSIONS. The City shall grant a reasonable extension of time to the Vendor in the event there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the Vendor's control or Acts of God render timely

performance of the Vendor's services impossible or unexpectedly burdensome. Likewise, the Vendor shall grant a reasonable extension of time to the City in the event there is a delay on the part of the Vendor in performing his obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's obligations under this Agreement impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided such obligations shall be suspended only for the duration of such condition.

SECTION 4. WARRANTIES

4.1 WARRANTIES OF TITLE. Both parties represent and warrant that they have the right, power and authority to enter into this Agreement. Vendor hereby warrants that to the best of their knowledge, the design is the original artistic work of the Vendor and does not violate any copyright or trademark law, the rights of privacy and publicity and any other right owned by any third person or entity. This warranty does not extend to any uses that the City or others may make of the Vendor's design that may infringe the rights of others. City expressly agrees that it will hold the Vendor harmless for all liability caused by the City's use of the design to the extent such use infringes on the rights of others.

4.2 WARRANTIES OF QUALITY AND CONDITION. The Vendor represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Final Design Documents that (a) the execution and creation of the Work will be performed in a workmanlike manner; (b) the Work, as created and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Vendor to the City hereunder.

4.3 LENGTH OF WARRANTIES FOR QUALITY AND CONDITION. The Warranties described in Section 4.2 shall survive for a period of one year after the final acceptance of the Work. The City shall give notice to the Vendor of any observed breach with reasonable promptness. The Vendor shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Vendor and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or repainting of the Work).

SECTION 5. REPRODUCTION RIGHTS

5.1 USAGE. Vendors grant the City and MPAC irrevocable rights:

a) to publicly display and reproduce in any City business (non-commercial form) connected with the “Queen City Courts” project all design proposals, and revisions that are submitted for approval, including the final installed artwork, name(s) associated, photographs, likenesses of Vendors and assigns, statements, and biography.

b) to digitally archive and display the Artwork as part of the Marquette Art in Public Places (MAPP) Collection.

c)

5.2 COPYRIGHT. The Vendor hereby acknowledges and agrees that upon acceptance of the installed Work the worldwide copyright in the Work shall be held by the City. The City agrees to grant the Vendor an exclusive license to use the Work in any form other than as a mural and/or basketball court while retaining the City’s rights to make use of the work in both commercial and/or non-commercial formats, excluding any additional murals and/or basketball courts. These rights include but are not limited to the right to make and reproduce photographs or other two-dimensional representations of the artwork for public, non-commercial uses, such as catalogs, brochures, website directory, and other educational or public relations purposes. Non-commercial purpose refers to information shared for the general welfare or benefit of the community. Commercial uses of the Work include, but are not limited to, souvenirs or other items intended for sale. All printed material and reproductions of the Work will contain a credit to the Vendor listing the title of the artwork and the Vendor’s name. The exclusive license to the Vendor shall be formalized and granted as part of the final acceptance of the Work by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

5.3 CREDITS AND PROMOTION. In all instances of display, a credit line suitable to the design of the project will be used. Vendor will provide their preferred name(s) for credit in the Final Design Documents. Vendor retains the right to include images of the completed work in their portfolio and agree to credit it as, “work owned and commissioned by the City of Marquette.”

5.4 COPYRIGHT REGISTRATION. The Vendor shall be responsible for registering with the United States Register of Copyrights, a copyright in the Work, and providing proof of that registration to the City.

SECTION 6. VENDOR'S RIGHTS

6.1 MAINTENANCE. The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Vendor provided in accordance with this Agreement and shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements.

6.2 REPAIRS AND RESTORATION. The City shall have the right to determine, after consultation with appropriate professionals, when and if repairs and restorations to the Work will be made. During the Vendor's lifetime, the Vendor shall have the right to approve all repairs and restorations, provided, however, that the Vendor shall not reasonably withhold approval for any repair or restoration of the Work. The Vendor shall have the first right to perform recommended treatment or repair at a fair and mutually agreed upon rate. If the Vendor so authorizes or a rate cannot be agreed upon the City shall have the right to seek a qualified conservator, specialist, or other MPAC approved designee to perform repair or treatment. If the Vendor cannot be contacted or fails to respond or accept the indicated first right to treat or repair the Work in a timely fashion, the City may make necessary repairs without the Vendor's approval or consultation. If maintenance or repairs cannot be made in accordance with Vendor's specifications, or if Vendor has provided insufficient information to the City, the City may use its best judgment to affect such maintenance and repair. All repairs and restorations shall be made in accordance with recognized principles of maintenance and conservation of public art.

6.3 ALTERATION or removal OF THE WORK. The City reserves the right to alter the Work and related site as necessitated by site and campus development and planning.

6.3.1 The City agrees that it will not intentionally damage, alter, modify or change the Work without the prior consultation with the Vendor.

6.3.2 REMOVAL FROM DISPLAY. While it is the City's intent to retain and publicly display the Work for 10 years (at which point a new work may be commissioned to replace it), circumstances may arise that would make it necessary or prudent for the City to permanently remove the Work from public display earlier than anticipated.

6.3.3 Nothing in this Section shall preclude any right of the City (1) to remove the Work from public display, (2) de-accession the Work, or 3) destroy the Work.

6.4 PERMANENT RECORD. The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Work.

6.5 VENDOR'S ADDRESS. The Vendor shall notify the City of changes in their address. The failure to do so, if such failure prevents the City from locating the Vendor, shall be deemed a waiver by the Vendor of the right to subsequently enforce those provisions of this Section that require the express approval of the Vendor. Notwithstanding this provision, the City shall make every reasonable effort to locate the Vendor when matters arise relating to the Vendor's rights.

6.6 SURVIVING COVENANTS. The covenants and obligations set forth in this Section 6 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until the death of the Vendor. The City shall give any subsequent owner of the Work notice in writing of the covenants herein and shall cause each such owner to be bound thereby.

6.7 ADDITIONAL RIGHTS AND REMEDIES. Nothing contained in this Section 6 shall be construed as a limitation of such other rights and remedies available to the Vendor under the law which may now or in the future be applicable.

SECTION 7. INSURANCE

7.1 The Vendor and all employees of the Vendor shall each effect and maintain insurance to protect the Vendor from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness, disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of their performance of professional services caused by errors, omissions or negligent acts for which the Vendor is legally liable.

7.2 The Vendor will indemnify and hold the City harmless from and against demands, alleged damages or injuries, and expenses arising directly or indirectly from the Vendor's negligent acts, errors, omissions, or breach of contract and of those persons for whom the Vendor is legally responsible.

SECTION 8. VENDOR AS INDEPENDENT CONTRACTOR. The Vendor shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Vendor shall not be supervised by any employee or official of the City, nor shall the Vendor exercise supervision over any employee or official of the City.

SECTION 9. PUBLIC RECORDS. Under Michigan state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this assignment (the "documents") become a public record upon submission to MPAC, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If MPAC receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to MPAC and upon the written request of such person, received by MPAC within five (5) days of the mailing of

such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. MPAC assumes no contractual obligation to enforce any exemption.

SECTION 10. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

10.1 ASSIGNMENTS OR TRANSFERS. Neither this Agreement nor any interest herein shall be transferred or assigned by the Vendor. Any such transfer shall be null and void and shall be cause to annul this Agreement.

10.2 SUBCONTRACTING BY THE VENDOR. The Vendor may subcontract portions of the services to be provided hereunder at the Vendor's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Work and shall be carried out under the personal supervision of the Vendor. The Vendor must obtain approval from the City prior to hiring any subcontractor. If the City does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the City.

SECTION 11. NON-DISCRIMINATION. In carrying out the performance of the services designated, the Vendor shall not discriminate as to race, creed, religion, sex, age, national origin or the presence of any physical, mental or sensory handicap, and the Vendor shall comply with the equality of employment opportunities.

SECTION 12. TERMINATION. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, this Agreement shall terminate.

In the event of default by the City, the City shall promptly compensate the Vendor for all services performed by the Vendor prior to termination. In the event of default by the Vendor, all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Vendor under this Agreement shall at the City's option become City's property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Vendor pursuant to Section 2 for all services performed by the Vendor prior to termination or, at the Vendor's election, the Vendor shall refund all amounts paid by the CITY in exchange for transferring all finished and unfinished related Art Works to City.

Notwithstanding the previous sentence, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Vendor, and the City may reasonably withhold payments to the Vendor until such time as the exact amount of such damages due the City from the Vendor is determined.

SECTION 13. COMPLIANCE. The Vendor shall be required to comply with Federal, State, County, and City statutes, ordinances, and regulations applicable to the performance of the Vendor's services under this agreement.

SECTION 14. ENTIRE AGREEMENT. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

SECTION 15. MODIFICATION. No alternation change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

SECTION 16. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the City and Vendor as follows below:

City Mailing Address: Tiina Morin, City of Marquette, 300 Baraga Avenue, Marquette MI 49855 or Email Address: tmorin@marquettemi.gov

Vendor Mailing Address: Joseph Salamon, 24650 West Hampton Street, Oak Park, MI 48237 or Email Address: jsalamon@gmail.com

Questions: Please submit any questions regarding this assignment agreement to:
Tiina Morin, Arts & Culture Manager, City of Marquette
Phone: 906-225-8641 E-Mail: tmorin@marquettemi.gov

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

Signed this 3 day of May ,2021

THE CITY OF
MARQUETTE,MICHIGAN
OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

VENDOR

Witness

By: Ivan Montoya

Its: Artist

Address: 19425 Hardy st.
48152 Livonia, MI

Phone: 248-345-6417

Email: imontoyaillustration@gmail.com

VENDOR

Witness

By: Joseph Salamon

Its: Artist

Address: 24650 Westhampton St.
Oak Park, MI 48237

Phone: 989.859.7070

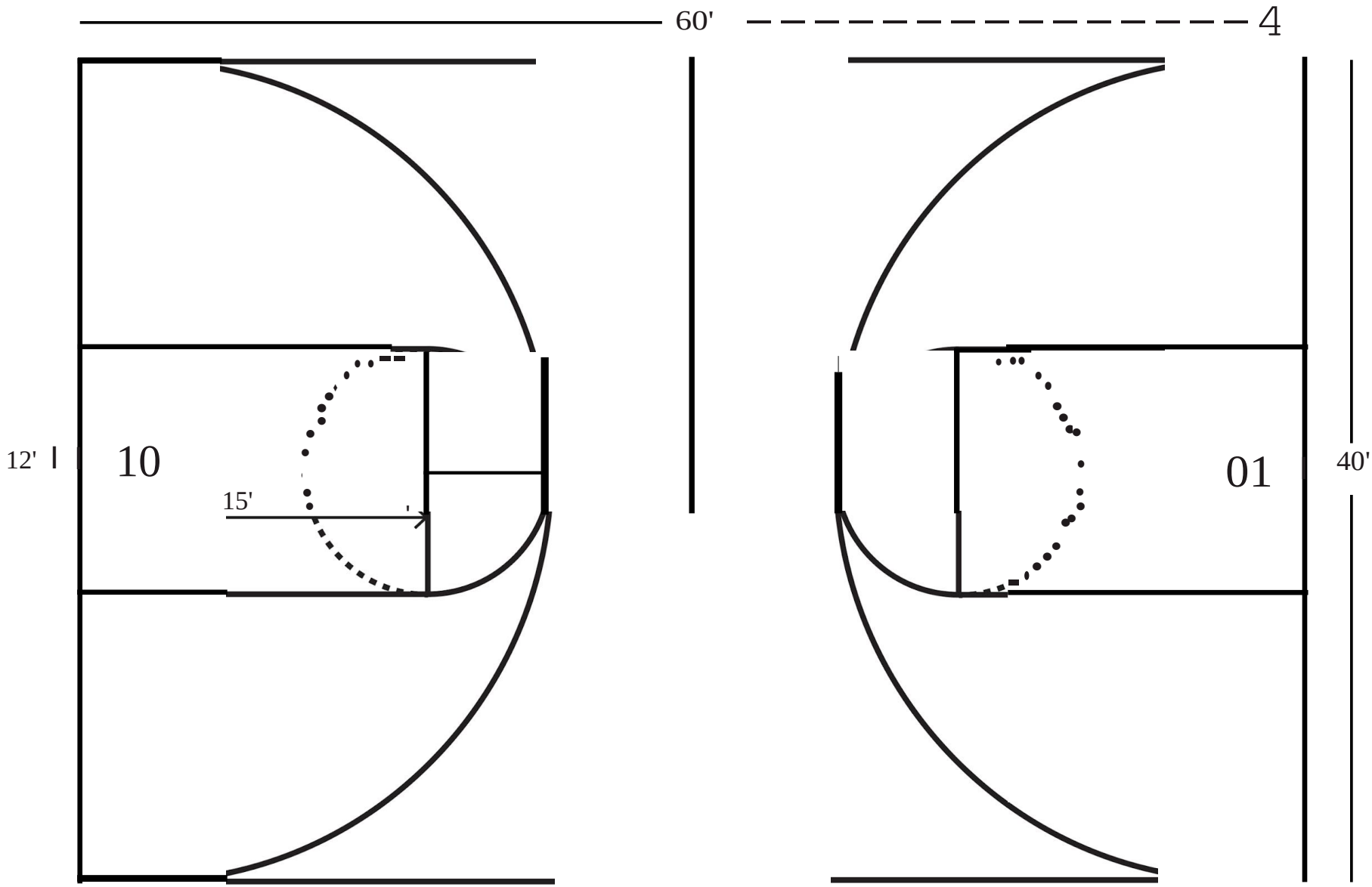
Email: jsalamonj@gmail.com

APPROVED AS TO SUBSTANCE:

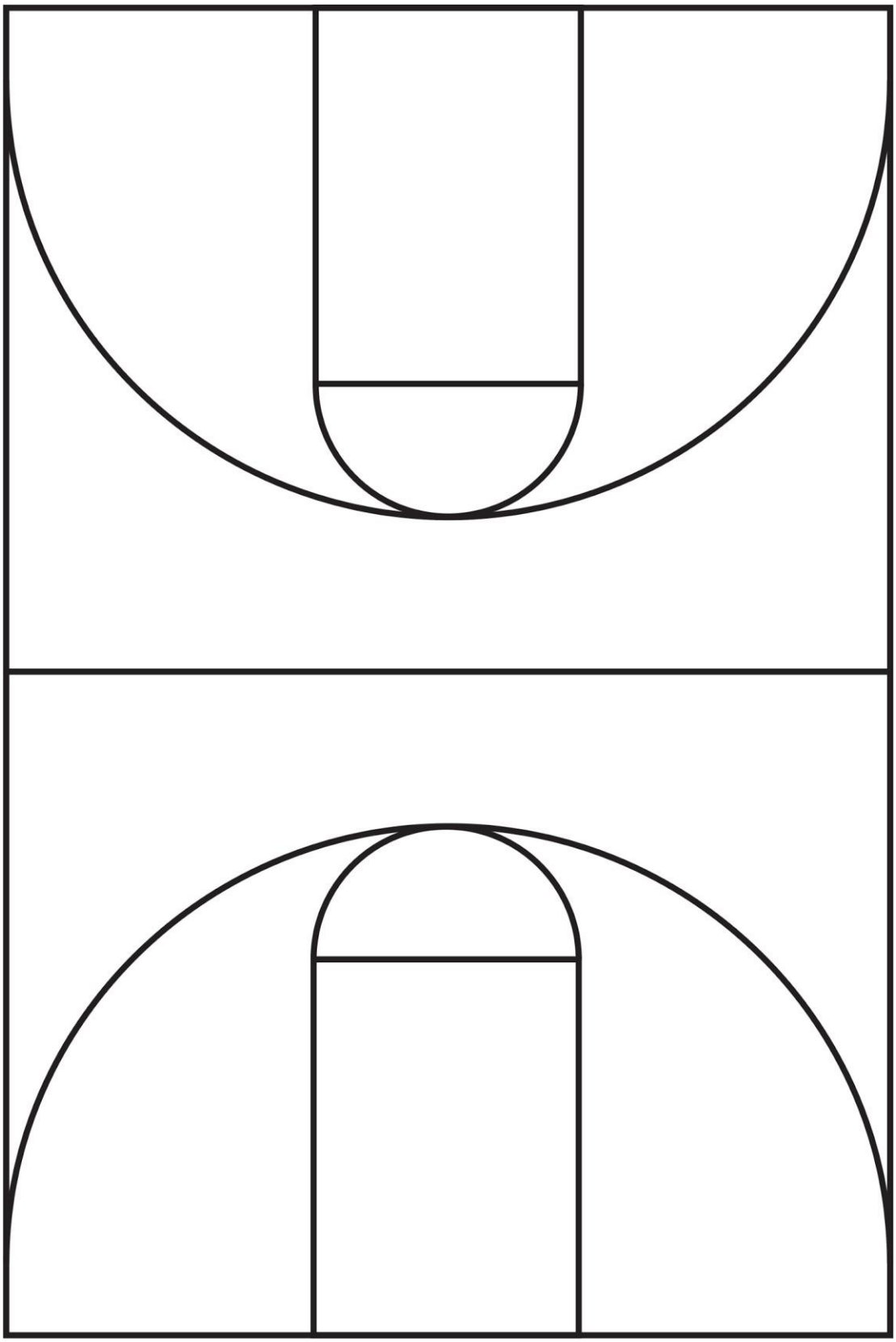
L. Michael Angeli, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



* The dashed line arc is an optional element.
Please hide or delete measurements from your submissions.



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2021

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

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ivan Montoya-Vazquez
Ivan Montoya
19425 Hardy St
Livonia, MI 48152

COVERAGES **CERTIFICATE NUMBER:** 6302965 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTEZHQGOU-00-GL	05/03/2021	05/03/2022	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Marquette

300 W Baraga Ave
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2021

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

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Joseph Salamon
Joseph Salamon
24650 Westhampton St
Oak Park, MI 48237

COVERAGES **CERTIFICATE NUMBER:** 0910746 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXT02IIDV6-00-GL	03/29/2021	03/29/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

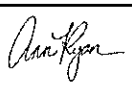
City Of Marquette

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AUTHORIZED REPRESENTATIVE



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