

City of Marquette, MI



Meeting Agenda City Commission

Monday, May 13, 2024

6:00 PM

Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Recognition - Lauren "Mini Mayor"

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)
Nicole Bates, Traffic and Parking Advisory Committee for an unexpired term ending 5-30-26.
2. Reappointment(s)
Brooke Tharp, Marquette Housing Commission for a term ending 6-9-29.

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

Presentation(s)

3. Recognition - Marquette Kiwanis Club Employees of the Year
4. Marquette Area Sister Cities Partnership, by Tristan Luoma

Public Hearing(s)

5. Rezoning of 600 W. Spring Street - Roll Call Vote
6. **Consent Agenda - Roll Call Vote**
 - 6.a. Approve the minutes of the April 29, 2024 regular Commission meeting
 - 6.b. Approve the total bills payable in the amount of \$1,346,325.32
 - 6.c. 2024 Fireworks Display Permit
 - 6.d. Advisory Board Review Process
 - 6.e. Becky's Roadside Refreshments, LLC - Concession Lease Agreement
 - 6.f. EGLE TMF LSLR Grant Agreement Approval
 - 6.g. Ordinance 727 - Designation of Regulated Flood Prone Hazard Areas - Roll Call

Vote

- 6.h.** Ordinance 729 - Downtown Development Authority TIF - Roll Call Vote
- 6.i.** Public Art Conservation Contract
- 6.j.** Schedule Public Hearing - Single Lot Special Assessment Roll #591
- 6.k.** Senior Millage Renewal Ballot Language - Roll Call Vote

New Business

- 7.** Proclamation - National Public Works Week
- 8.** Proclamation - Arbor Day 2024
- 9.** Draft Community Master Plan - Circulate for Public Comment Period - Roll Call Vote

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Public Hearing(s)

Rezoning of 600 W. Spring Street - Roll Call Vote

BACKGROUND:

The City recently received a request to rezone 600 W. Spring Street from Municipal (M) to Medium Density Residential (MDR) zoning district. On April 2, 2024, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating the merits of rezoning requests and the administrative procedures for processing such a request. The following motion was made:

It was moved by C. Gottlieb, seconded by D. Fetter, and carried 5-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-04-24, the Planning Commission finds that the proposed rezoning is inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 3 of the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 02-REZ-04-24 with the condition that the rezoning be conditioned on the sale to Habitat for Humanity by the City.

The City Commission scheduled this public hearing at the April 8, 2024 regular meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt Ordinance 730, rezoning the land at 600 W. Spring Street from Municipal to Medium Density Residential, conditioned upon the sale to Habitat for Humanity by the City.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 02-REZ-04-24
- ▣ PC Minutes 04-02-24
- ▣ Ordinance 730



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 26, 2024
SUBJECT: 02-REZ-04-24 – 600 W. Spring St. (PIN: 0240012)

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 600 W. Spring Street which is zoned **Municipal (M)** to be zoned **Medium Density Residential (MDR)**.

The City Commission approved a resolution of intent to sell this property at their December 12, 2022, regular meeting for residential units. Following this meeting, the City Manager opened negotiations with Habitat and approved a right of entry permit to allow access to the property to conduct an environmental review. Upon completion of this review with minimal findings, and an appraisal, the City Manager has negotiated a purchase price.

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 would be in harmony with considerations required by the Community Master Plan (CMP) and that the request is in accordance with Section 54.1405 of the Land Development Code - 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 02-REZ-04-24, 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](#)) 02-REZ-04-24 ([as presented / for the following reasons / with the following conditions](#)).

In cases in which the Planning Commission finds that the proposed rezoning is not consistent with the Future Land Use Map of the CMP due to a possible oversight or an apparent lack of attention to the features of the parcel in question, but that is consistent with most of the recommendations of the Plan, the Planning Commission may wish to recommend approval of the rezoning request as *[inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 3 of the Community Master Plan](#)*.



STAFF FILE REVIEW/ANALYSIS

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

Case #: 02-REZ-04-24

Date: March 26, 2024

Project/Application: Rezoning request from **Municipal (M)** to be zoned **Medium Density Residential (MDR)**.

Location: 600 W. Spring Street

Parcel ID: 0240012

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

Current Zoning: M – Municipal

Surrounding Zoning: North: PUD – Planned Unit Development
South: MDR – Medium Density Residential
East: MFR – Multiple Family Residential
West: PUD – Planned Unit Development

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 • Indoor Recreation • Office, Professional • Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use) • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • School, Primary or Secondary • School, University • Storage, Open • Wireless Telecommunications Facilities	• Accessory Use, Non-Single Family Residential Lots • Port Facilities and Docks • Recycling Collection and Transfer Stations • Structures between the shoreline of Lake 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.)	24	Side Yard (one) (ft.)	None
Max. Impervious Surface Coverage (%)	(T)	Side Yard (total of 2) (ft.)	None
Max. Building Height of Primary Building (ft.) (Q)	None	Rear Yard (ft.)	None
Max. Building Height of Accessory Building (L)	24		
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

(L) 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](#).

(Q) 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.

(T) 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.

(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
C, M, and CR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Proposed Zoning

Section 54.308 MDR, Medium Density Residential District

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

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child or Day Care, Family Home • Dwelling, Accessory Unit • Dwelling, Single-Family Detached • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Outdoor Entertainment and Community Events (Temporary) • Residential Limited Animal Keeping	• Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • 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 • Supportive Housing Facility, Transitional and/or Permanent

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

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
<i>Min. Lot Area (sq. ft.)</i>	4,500 (C)	<i>Front Yard (ft.)</i>	15 (A), (B)
<i>Min. Lot Width (ft.)</i>	37.5 (D)	<i>Side Yard (one) (ft.)</i>	5 (L)
<i>Max. Impervious Surface Coverage (%)</i>	(S)	<i>Side Yard (total of 2) (ft.)</i>	13 (L)
<i>Max. Building Height of Primary Building (ft.) (Q)</i>	31.5	<i>Rear Yard (ft.)</i>	20 (L)
<i>Max. Building Height of Accessory Building</i>	(L)		
<i>Max. Building Height (stories)</i>	-		

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 on the same block as the subject lot.
- (C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts.** In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.
- (D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR M-U, TSC, and MFR Districts.** In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.
- (L) 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](#).
- (Q) 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. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.
- (S) 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.

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 2, 2024.

- (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 2, 2024.

- (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.

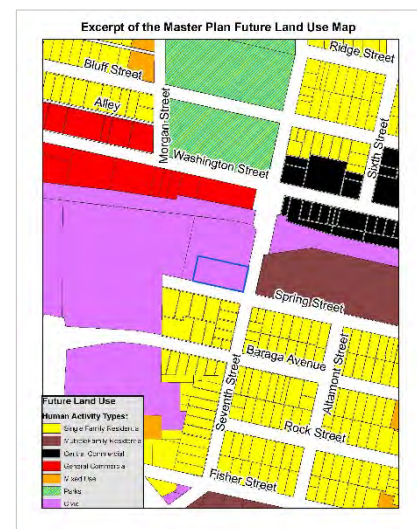
- (D) Standards of Review for Amendments. In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and 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.

This property is designated for *Civic* on the *Future Land Use Map of the Community Master Plan (CMP)* and is designated as a *Municipal zoning* district on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP.

Conditions have changed since the Master Plan was adopted. The City of Marquette is *tentatively* selling this property to Marquette County Habitat for Humanity, and if the parcel will no longer be owned by the City of Marquette, it cannot retain the Municipal zoning.

Please see p.3-31 and p.3-32 of the Community Master Plan (CMP), regarding Rezoning Requests. 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 Seventh Street is classified as an "urban major collector" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are moderate. This portion of Spring Street is classified as an "urban local street" per the Community Master Plan), 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.

The City of Marquette is *tentatively* selling this property to Marquette County Habitat for Humanity, and if the parcel will no longer be owned by the City of Marquette, it cannot retain the Municipal zoning.

- (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 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.

The proposed zoning is compatible with surrounding uses and zoning.

- (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 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.

The adjacent uses to the west and north are commercial, and zoning is PUD. The uses to the south are residential, and the zoning is MDR. The use to the east is Multiple Family Residential and the zoning is MFR.

- (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 residential uses to the M zoning district would not be appropriate due to the ownership of the property changing.

- (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 zone (see item #8 above).

- (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.

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
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

CITY OF MARQUETTE REZONING APPLICATION



CITY STAFF USE

Parcel ID#: 0240012 File #: 02-REZ-04-24 Date: 3-1-24
Hearing Date: 4-2-24 Application Deadline (including all support material): 3-5-24
Receipt #: 830512 Check #: 22498 Received by and date: AM 3-1-24

FEE \$1,295 (We can only accept Cash or Check (written to the City of Marquette))

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 excerpt 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 #: 906-228-0425
Email: shobbins@marquettemi.gov

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

APPLICANT/OWNERS REPRESENTATIVE

Name: Marquette County Habitat for Humanity
Address: 2354 US Hwy 41 S
City, State, Zip: Marquette, MI 49855
Phone #: 906-228-3578
Email: director@mqthabitat.org

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

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.

PROPERTY INFORMATION

Property Address: 600 W Spring St. Property Identification Number: 0240012
Size of property (frontage / depth / sq. ft. or acres): .837 Acres
Surrounding Zoning Districts: North PUD East MFR South MDR West PUD
Legal Description: Attached

PROPOSAL

Current Zoning District: Municipal Proposed Zoning District: MDR

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed Conditional Rezoning Agreement that meets the Land Development Code Section 54.1405(H)(1).

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 and recommended sections 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 it 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 and City Commission members to inspect the site.

Property Owner Signature:  Date: 2-29-24

A parcel of land being part of the Southwest Quarter (SW 1 /4) of the Northwest Quarter (NW 1 /4), Section 23, T48N-R25W, City of Marquette, Marquette County, Michigan described as: Commencing at the West 1/4 corner of Section 23; thence N00°52'22"E, 526.58 feet along the West line of Section 23 to the North right of way line of West Spring Street; thence S77°34'00"E, 161.41 feet along the North right of way line of West Spring Street to the Point of Beginning; thence N12°14'59"E, 134.93 feet; thence S77°31'25"E, 270.06 feet to the West right of way line of South 7th Street Street; thence S12°13'24"W, 135.04 feet along the West right of way line of South 7th Street Street to the North right of way line of West Spring Street; thence N77°30'02"W, 270.12 feet along the North right of way line of West Spring Street to the Point of Beginning, containing 0.837 acres and subject to restrictions, reservations, rights of way and easements of record.

02-REZ-04-24 Area Map



LEGEND

- Easements_Update
- Building FootPrints
- Parcels_Address Number Labels
- Street Labels
- Streets
- Contours2FT_From_2002

City of Marquette, MI

1 inch = 250 feet

City of Marquette
Geographic Information Systems (GIS)

729

717

715

701

657

641

02-REZ-04-24 Block Map

0

Seventh Street

537

533

521

519

517

513

509

501

202

204

200

600

222

- LEGEND**
- Easements_Update
 - Building FootPrints
 - Parcels_Address Number Labels
 - Street Labels
 - Streets
 - Fire Hydrants
 - Water ShutOff
 - Water Valves & Gates
 - Water Lateral Lines
 - Watermains
 - Water Structures
 - Storm Manholes
 - Storm Catch Basins
 - Storm Pipes
 - Storm Ditches_and Streams

- INFO**
- DAYLIGHT
 - IN ROAD/BRIDGE CULVERT
 - IN STORM SEWER

- Sewer_Lift_Stations
- Sewer CleanOuts
- Sewer System Valves
- Sewer Manholes

San Flow Direction

FLOW DIR

- EAST
- NORTH
- SOUTH
- WEST
- Sewer Lateral Lines
- Sewer Pressurized Mains
- Sewer Gravity Mains

City of Marquette, MI

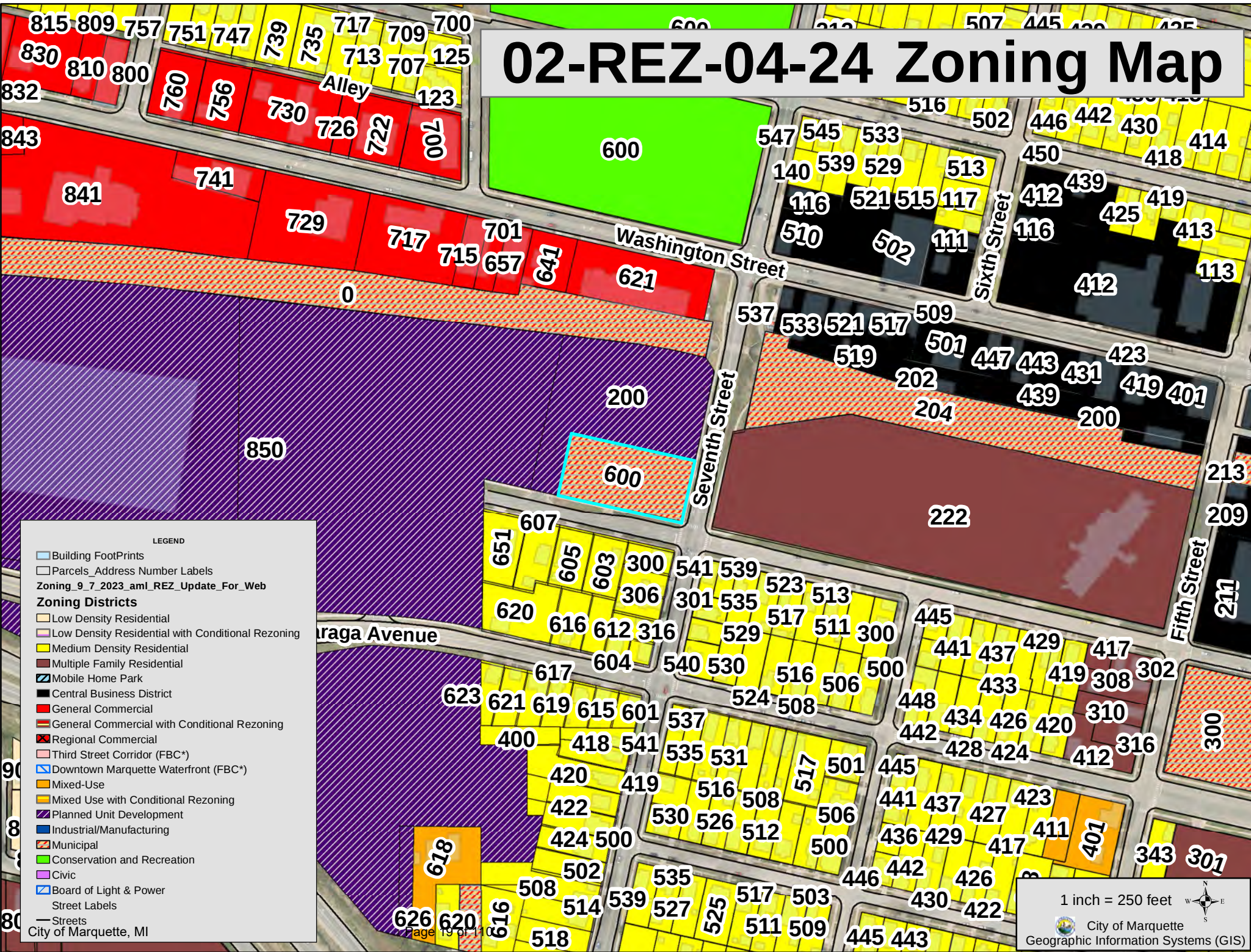
Page 18 of 1

1 inch = 125 feet

City of Marquette

Geographic Information Systems (GIS)

02-REZ-04-24 Zoning Map









Friday, March 15, 2024

Local

The Mining Journal **3A**

Volume 138, No. 62

THE MINING Journal

228-2500

Serving the Lake Superior Region since 1846

Ann Troutman, Publisher / Advertising Director
(atrouman@miningjournal.net) Ext. 599
Bud Sargent, Managing Editor
(bsargent@miningjournal.net) Ext. 544
Justin Marietti, News Editor
(jmarietti@miningjournal.net) Ext. 545
Randy Crouch, City Editor
(rcrouch@miningjournal.net) Ext. 570
David Bond, Graphics Manager
(dbond@miningjournal.net) Ext. 555

Office Hours: Mon-Fri: 8:00 a.m.-5:00 p.m.
Fax: Advertising, 228-3273; News Dept., 228-2617
Web: <http://www.miningjournal.net>



Audit Bureau
of Circulations



Associated Press



Marquette Office:

249 W. Washington, Marquette - (906) 228-2500

TO SUBSCRIBE CALL: 906/228-2500

ALL ACCESS SUBSCRIPTION RATES

* IN STATE MAIL *

	52 Weeks	26 Weeks	13 Weeks	1 Month
	\$267.80	\$136.50	\$68.25	\$22.75

Easy Pay - \$22.75 per month

* OUT OF STATE MAIL *

	52 Weeks	26 Weeks	13 Weeks	1 Month
	\$429.00	\$214.50	\$107.25	\$36.85

Easy Pay - \$36.85 per month

Print only rates are available, call the Circulation Department.
All subscriptions are non-refundable.

The Mining Journal, USPS 351-020, ISSN 0893-4964, is published daily Monday through Saturday, except Federal holidays by The Mining Journal at 249 W. Washington Street, Marquette, Michigan 49855, and is especially devoted to Upper Peninsula interests. Periodical postage is paid at Marquette, Michigan. *Postmaster: Send address changes to The Mining Journal, 249 W. Washington St., Marquette, MI 49855.

All advertising is subject to approval by the Publisher. The Mining Journal reserves the right to reject, alter or omit part or all of any advertising copy or artwork at any time, even though the same shall have been previously published or handed. The advertiser agrees that the Publisher shall not be liable for damages arising out of errors in advertisements beyond the amount paid for space actually occupied by that portion of the advertisement in which the error occurred, whether such error is due to the negligence of the Publisher's employees or otherwise, and there shall be no liability for non-insertion of any advertisement beyond the amount paid for such advertisement. This newspaper will not knowingly accept or publish illegal material of any kind. Advertising which expresses preference based on legally protected personal characteristics is not acceptable. All subscriptions are non-refundable.

For delivery errors or to subscribe to
The Mining Journal, call our
Circulation Department at 906/228-2500 between
8:00 AM - 5:00 PM, Monday through Friday

TO ADVERTISE, CALL 228-2500

EDITORIAL DEPARTMENT

General	228-2500
Lifestyles	Ext. 545
Church	Ext. 538
Sports	Ext. 552
News	Ext. 570
Photos	Ext. 545
Features/Business	Ext. 545
Obituaries	Ext. 511

PUBLIC HEARING NOTICE MARQUETTE CITY PLANNING COMMISSION

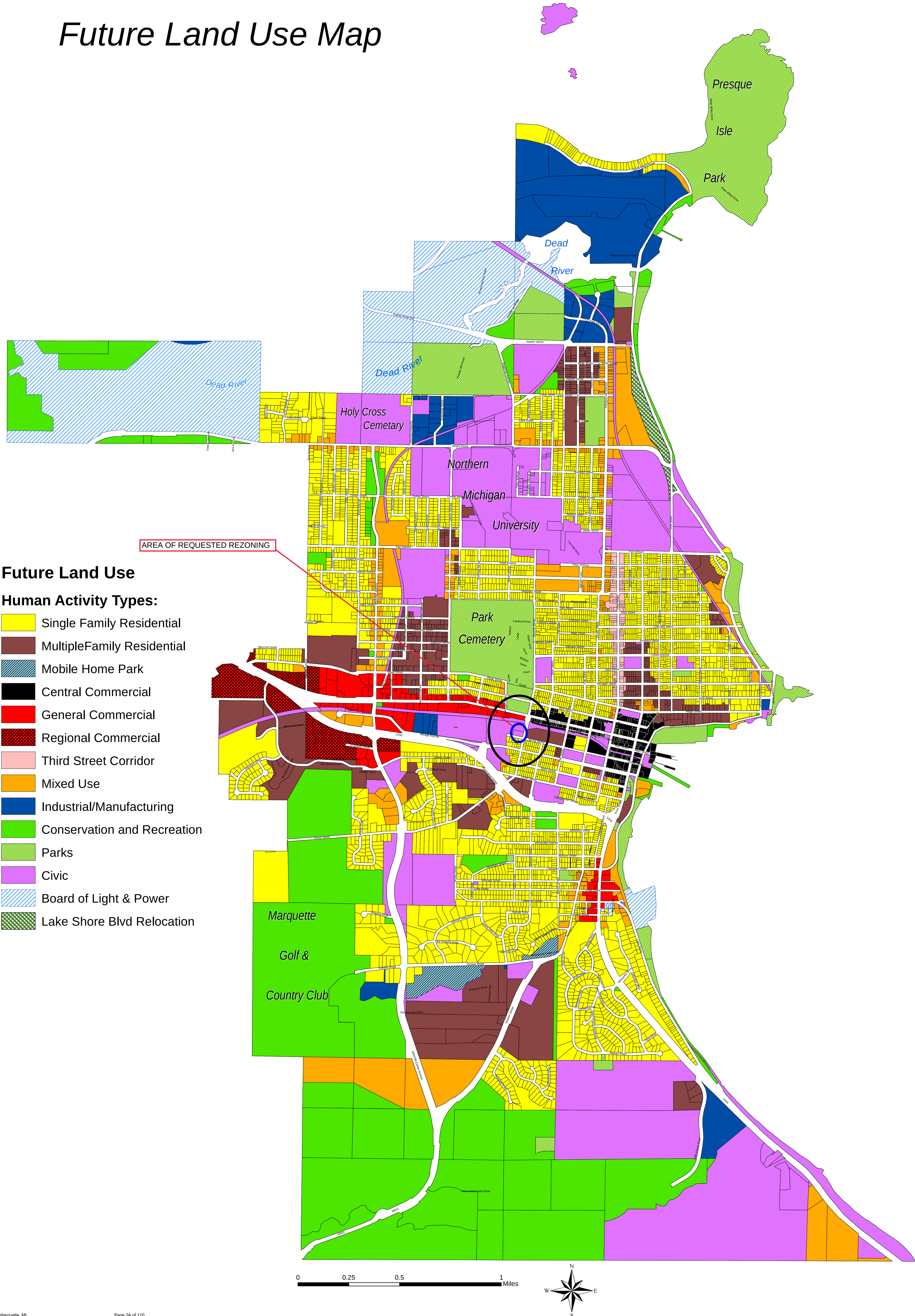
Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following - **02-REZ-04-24 - 600 W. Spring St. (PIN: 0240012):** City of Marquette and Marquette County Habitat for Humanity are requesting to rezone the property located at 600 W. Spring Street which is zoned **Municipal (M)** to be zoned **Medium Density Residential (MDR)**.

The public hearing for this request will be at 8:00 P.M. on Tuesday, April 2, 2024, in the Commission Chambers at City Hall, 300 W. Baraga Ave. If you wish to comment on this matter you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on April 2, 2024.

Materials pertaining to the request is available for review 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. Otherwise, you can request to have the materials e-mailed to you by e-mailing alanders@marquettemi.gov. You can also view the Land Development Code on our website at www.marquettemi.gov. If you have a disability and require assistance to participate, please provide advance notice.
Andrea Landers, Zoning Official, 225-8383

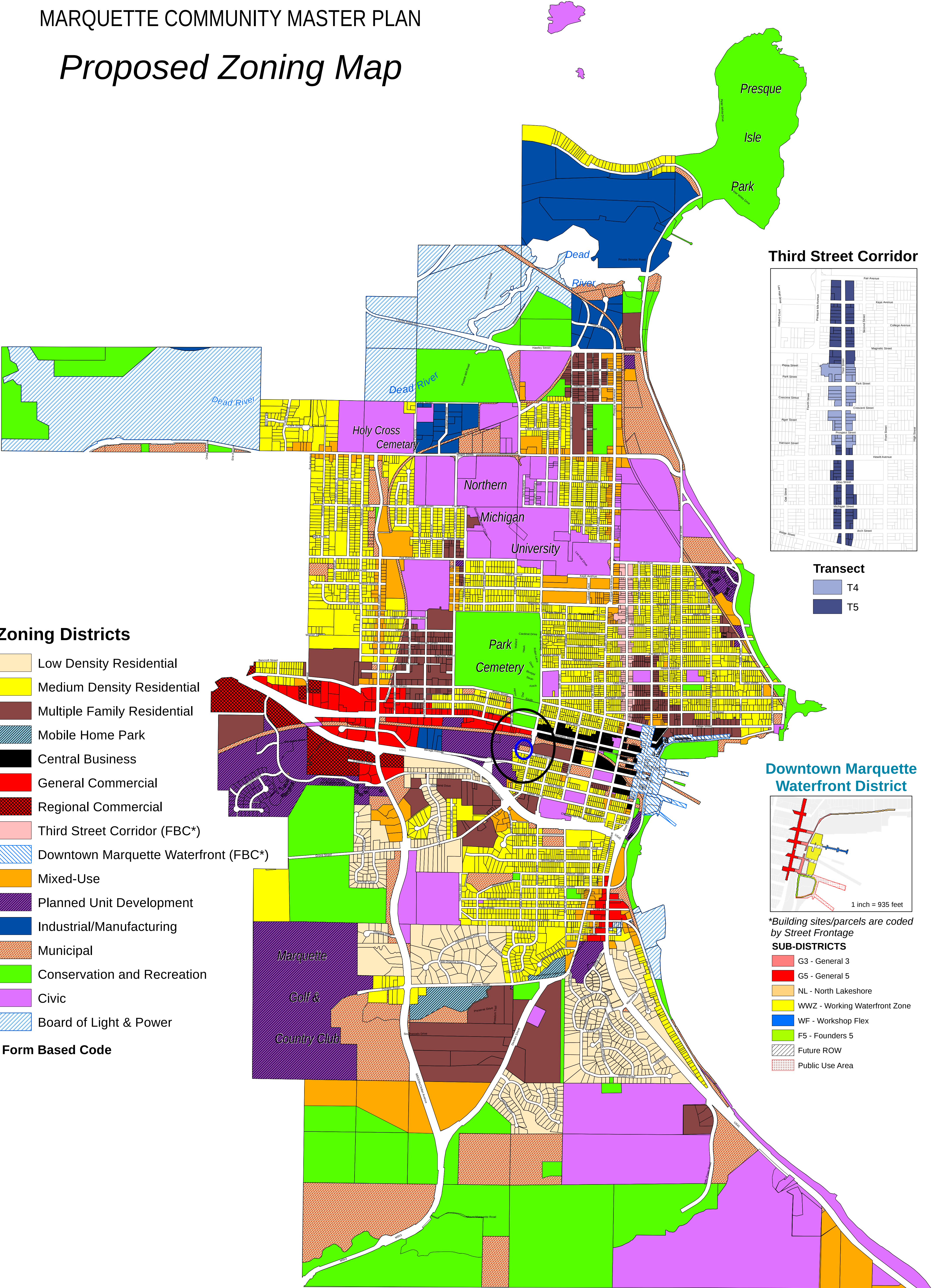
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

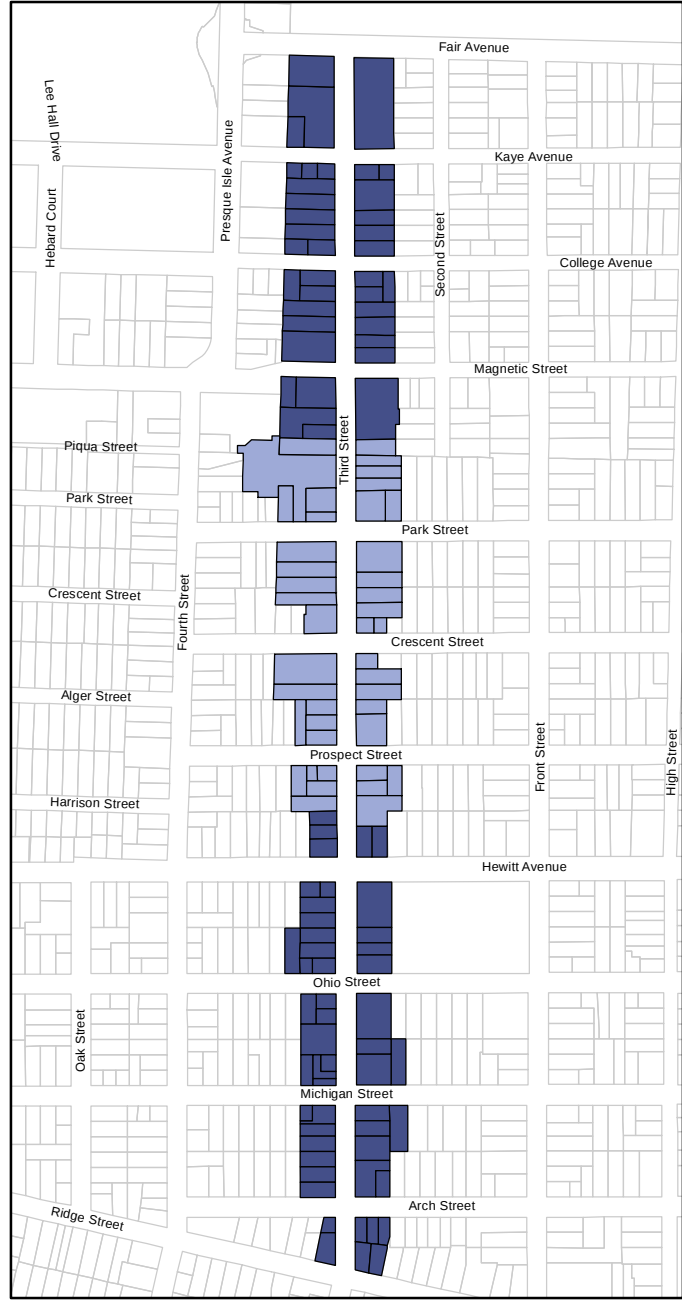


Zoning Districts

- Low Density Residential
- Medium Density Residential
- Multiple Family Residential
- Mobile Home Park
- Central Business
- General Commercial
- Regional Commercial
- Third Street Corridor (FBC*)
- Downtown Marquette Waterfront (FBC*)
- Mixed-Use
- Planned Unit Development
- Industrial/Manufacturing
- Municipal
- Conservation and Recreation
- Civic
- Board of Light & Power

* Form Based Code

Third Street Corridor

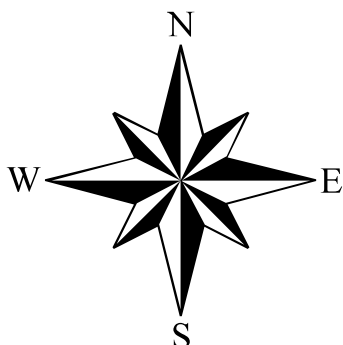
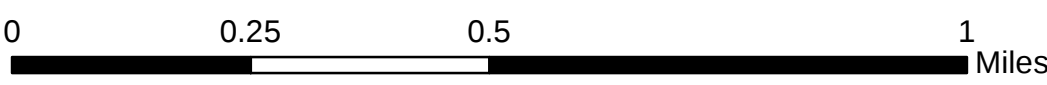


- Transect**
- T4
 - T5

Downtown Marquette Waterfront District



- *Building sites/parcels are coded by Street Frontage
- SUB-DISTRICTS**
- G3 - General 3
 - G5 - General 5
 - NL - North Lakeshore
 - WWZ - Working Waterfront Zone
 - WF - Workshop Flex
 - F5 - Founders 5
 - Future ROW
 - Public Use Area



Rezoning

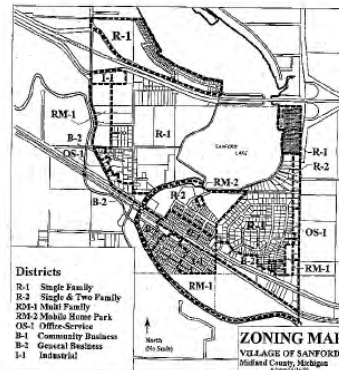
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific 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

SPOT ZONING CONSIDERATIONS

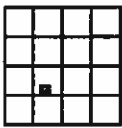
The following is an excerpt from a Planning Commissioner training/resource manual that summarizes the four characteristics of a "spot zone" - and explains that all four must be found in the subject rezoning request to constitute an "unjustified spot zone". The Planning Commission needs to address each of the four characteristics and determine if there is a spot zone.

SPOT ZONING

Characteristics

- * **Small in Size**
- * **Inconsistent Uses**
- * **Special Benefit**
- * **Contrary to Master Plan**

MSPO Basic Program: _____



What is a Spot Zone?

Public hearings for rezonings are often filled with comments about the creation of a "spot zone," and the dire results of such an approval. But spot zoning is a derogatory and often misused term.

Spot zoning has some specific characteristics. It is not simply the appearance of a "spot" on a zoning map. Many acceptable zone districts may be "islands," surrounded by other zone

districts. But while some may disagree on whether or not a specific case is a spot zone, nearly everyone agrees that it is a poor zoning practice. A unjustified spot zone is, therefore, likely to be viewed by the courts as unlawful.

In order to qualify as a spot zone the property will meet each of four characteristics.

Small in Size

As the term "spot" implies, the location of a spot zone will be a relatively small parcel, particularly with respect to the sizes of the parcels in the vicinity. While there are no firm rules on what size a spot needs to be, the larger the area, the less likely it will be considered a "spot." If the property was large enough to accommodate buffers or transition areas, landscaping or open space could be used to soften the impact on surrounding properties or uses.

Inconsistent Uses

The second quality is that the spot zone will permit uses that are inconsistent with the uses already established or allowed in the vicinity. The inconsistent nature of the spot zone's uses should be clear, i.e. the uses should be very different. These uses, either by virtue of building design, traffic, or intensity will be incompatible with uses allowed in surrounding districts. For example, a proposed two-family district rezoning in a single family zoned area would not be an inconsistent use. A sporting goods store in the midst of a residential area, however, would be an entirely different use of land.

Special Benefit

Spot zoning also confers a "special benefit" on a single property owner which is not available to others in the area. Since the uses allowed by the spot zone are inconsistent with, and often more intense than, those allowed in surrounding districts, a special benefit is given to the holder of the spot zone, to the detriment of nearby properties.

Contrary to the Master Plan

The final characteristic of a spot zone is the one that most distinguishes it as a poor zoning practice. If the Master Plan designates a small parcel in a rural or agricultural area for commercial use to serve residents in the general area, it may have the look of a classic spot zone. In fact, it may even meet the first three characteristics. But it is not a spot zone since the Master Plan planned for its creation. As a result, labeling a rezoning a "spot zone" simply because it is on a small parcel and the uses allowed are different from the other uses around it is not always correct.

REZONING CASE STUDY



Willis Township - Proposed Rezoning A-1 to C-2

Use proposed - Shopping Center
Permitted in C-2, Special Use in C-1
10-Year Master Plan - Residential
No opposition
Major arterial road

WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?

MSPO Basic Program

Rezoning Case Study

Willis Township - Proposed Rezoning A-1 to C-2

The application states that two existing barns and an old farmhouse on a ten acre parcel are to be razed and a shopping center constructed on the property. The C-1 District requires that shopping centers be reviewed as a special land use; the C-2 District allows shopping centers as a Permitted Use. The applicant is requesting the

C-2 District. A variance may also be required for a side yard setback.

WILLIS TOWNSHIP Zone Districts

C-1 Neighborhood Commercial

Permitted Uses

1. Grocery stores
2. Drug stores

Special Land Uses

1. Shopping centers

C-2 Community Commercial

Permitted Uses

1. Automobile services
2. Shopping centers

Special Land Uses

1. Auto body shops

MSPO Basic Program

- The 10-year old Master Plan designates the property and the surrounding area for Residential use.
- No neighborhood opposition is apparent.
- The road which serves the property is a major arterial, but no public sewer or water is available.

WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?

**OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING
COMMISSION
April 2nd, 2024**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, April 2nd, 2024, in the Commission Chambers at City Hall. An audio/video recording of this meeting is available online [here](#).

ROLL CALL

Planning Commission (PC) members present: W. Premeau, M. Rayner, C. Gottlieb, S. Lawry, D. Fetter
PC Members absent: Vice Chair K. Clegg, Chair S. Mittlefehldt
Staff present: Zoning Official A. Landers, City Planner & Zoning Administrator D. Stensaas

AGENDA

It was moved by C. Gottlieb, seconded by M. Rayner, and carried 5-0 to approve the agenda as presented.

MINUTES

The minutes of 03-19-24 were approved as presented by consent.

CONFLICT OF INTEREST

There were no conflicts of interest stated.

D. Stensaas stated that the Planning Commission now needs to appoint an Acting Chair to conduct the rest of the meeting.

It was moved by C. Gottlieb, seconded by D. Fetter, and carried 5-0 to have S. Lawry serve as Acting Chair for the rest of this meeting.

1. PUBLIC HEARINGS

A. 02-REZ-04-24 – 600 W. Spring St. (PIN: 0240012)

S. Lawry introduced the hearing and asked staff to proceed.

A. Landers stated:

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 600 W. Spring Street which is zoned Municipal (M) to be zoned Medium Density Residential (MDR). The City Commission approved a resolution of intent to sell this property at their December 12, 2022, regular meeting for residential units. Following this meeting, the City Manager opened negotiations with Habitat for Humanity and approved a right of entry permit to allow access to the property to conduct an environmental review. Upon completion of this review with minimal findings, and an appraisal, the City Manager has negotiated a purchase price.

She also said that attached to the agenda is the Staff Report and referenced the report contents as she showed the report on-screen, including the existing zoning requirements, the Land Development Code zoning items for consideration, the current zoning district and its standards, the proposed zoning district and its standards, the zoning ordinance and map amendment procedures information, information about spot zoning, the attachments of the application submitted by the applicant, the area map, block map, and existing zoning map – all with the parcel outlined in blue; photos of the site; and proof of publication of this hearing as a legal advertisement. She also referenced in the staff report an excerpt from the Future Land Use Map that and the Proposed Zoning Map from the Community Master Plan (CMP) showing the parcel as Civic on the Future Land Use Map and Municipal on the FLUM. She also said that no correspondence was received, and asked if there were any questions.

S. Lawry asked if anyone had questions for staff. He then asked if anyone would like to speak on behalf of the applicant.

Ms. Deanna Johnson, Executive Director of Habitat for Humanity in Marquette, said that she just wanted to add that we hope to get your support tonight.

S. Lawry opened the public hearing and asked if anyone wanted to comment on the rezoning request. Nobody spoke to the request and S. Lawry closed the hearing without comments.

S. Lawry asked if any of the Planning Commission members had questions or comments.

D. Fetter asked if this is rezoned to Medium Density Residential and the sale fell through, would this revert back to Municipal or would it stay Residential?

A. Landers stated that it would stay Residential and have to be rezoned again if the City wanted to change it back.

D. Fetter asked if it would be possible for the zoning change to be contingent on the sale.

D. Stensaas said that the Planning Commission can put conditions on any decision that it makes, and it would be reasonable to recommend a condition for the approval of the rezoning contingent on the sale of the property.

S. Lawry asked if that would constitute Conditional Rezoning.

D. Stensaas stated that Conditional Rezoning is a different thing, which is proposed by the applicant, and it provides for specific land uses to be allowed and might remove others from the lists of permitted and special uses for the requested zoning district, whereas this could just be a normal approval contingent on the sale of the property.

S. Lawry said that he would like to remind the Commissioners that the Planning Commission is not rezoning the property but are making a recommendation to the City Commission.

C. Gottlieb asked if the City had a purchase agreement.

A. Landers said that per the information we have the City Manager opened negotiations, but she doesn't know the status of a purchase agreement.

Ms. Johnson offered that there is a signed purchase agreement and that the final thing to complete is the zoning change.

C. Gottlieb said that he went by the property and in his mind this a good use of the property as a place for Habitat to build housing and that it would be a step forward for the city.

S. Lawry said:

The City had considered this site for a consolidated fire station, when it was a much larger parcel. This parcel is what's remaining after the sale of the property to build the hospital, and then later the PUD was amended to allow the Beacon House to be built in what was primarily the footprint for the proposed Fire Station. So, what's left there is no longer a viable site for that alternative municipal use for this property and I agree with Commissioner Gottlieb that the use of it for affordable housing would be an excellent improvement to the property and in my mind it does agree with the goals of the current [Community] Master Plan to try to create more affordable housing, especially in that area of the city.

The Planning Commission then discussed the four characteristics of *spot zoning*, with the aid of the materials regarding spot zoning that were included in the agenda packet, and determined that only one of the four criteria – the lot size – was the only possible characteristic of the parcel/proposal that could be

considered as possibly met, whereas all four criteria have to be met for a spot zone to be created from the rezoning process. Thus, the Planning Commission determined there will not be a spot zone created by the proposed rezoning.

S. Lawry asked if anyone was ready to make a motion.

It was moved by C. Gottlieb, seconded by D. Fetter, and carried 5-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-04-24, the Planning Commission finds that the proposed rezoning is inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 3 of the Community Master Plan. and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 02-REZ-04-24 with the condition that the rezoning be conditioned on the sale to Habitat for Humanity by the City

PUBLIC COMMENT ON AGENDA ITEMS

No comments were provided.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Ms. Sally Davis, Mayor of the City of Marquette, stated:

I've been on the City Commission for four and a half years and when I was fortunate enough to be elected as Mayor one of the things that I set out to do is attend at least one of the meetings of each of the various City commissions. So, I'm here just to say hello and thank you for your time. I know that this committee in particular has to study more and have a higher level of knowledge than the others, and I so appreciate that. During the years I've been on the City Commission I'll occasionally hear from other committees that the Commission doesn't listen to them or doesn't get to hear them, and I just want you to know that we read all of your minutes and they are often more intense and more interesting than other minutes, but we do read the other minutes, but still some of that information doesn't get passed along. I think this commission is sort of an exception to that because you are much more formal and your recommendations are usually always there, versus some of what happens with other committees. But again – thank you for your time and your interest in this committee and I just wanted to say hi.

WORK SESSION

A. Land Development code 2024 Amendments

The Planning commission and staff continued work on a comprehensive update to the Land Development Code (LDC) by discussing several items from the LDC that staff has annotated and prepared for amendments. The items discussed were:

- Definitions, both amended and new. S. Lawry recommended possibly referencing SARA Title III to help with the distinction between different levels of manufacturing.
- Amending Section 54.307 to allow duplex, triplex and quadplex dwellings as a permitted use in the Medium Density Residential (MDR) zoning districts.
- Amending Section 54.308 to allow duplex dwellings as a Permitted Use in the Low Density Residential (LDR) zoning districts, and to allow triplex and quadplex dwellings as a Special Land Use in the LDR districts.
- Amending Section 54.308 to expand where Light Manufacturing and Heavy Manufacturing are Permitted Uses.
- Amending Figure 8 in Article 3, to change *Gasoline and Service Station* uses to *Fuel Dispensing Uses, including Service Stations*, and adding to the zoning districts where these could be

Permitted Uses – the Civic, Municipal, and BLD districts, and proposing this as a Special Land Use in Mixed-Use zoning districts.

- Possibly amending Section 54.803 to add a section for spill protection/containment measures where fuel-dispensing uses are proposed.
- Verifying the adequacy of a new graphic created for Section 54.905 to clarify maneuvering lanes for angle parking of 75-90 degrees applies to both one-way and two-way lanes.
- Amendments of Section 54.1402 to add a section of voluntary considerations to Figure 52, the Site Plan review checklist.
- Amendment of the definition of Mural in Section 54.1103, to clarify that a portion of a mural that displays commercial speech or content will not be treated as a sign in whole, but instead regulated as wall signs are per Section 54.1103(C)(26).

A consensus was reached on some of these issues and others will require more research and/or study.

COMMISSION AND STAFF COMMENTS

C. Gottlieb thanked S. Lawry for running the meeting. There were no other commissioner comments.

A. Landers and D. Stensaas provided information on the status of business for the next two meetings.

ADJOURNMENT

The meeting was adjourned by Acting Chair S. Lawry at 7:45 p.m.

David Stensaas

Prepared by D. Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison

ORDINANCE #730
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER
54 – ZONING, BY CHANGING THE ZONING DESIGNATION
OF THE PROPERTY AT 600 W. SPRING STREET.

The City of Marquette Ordains:

SECTION 1. Zoning Designation.

The zoning of the property located at 600 W. Spring Street is hereby changed from Municipal (M) to Medium Density Residential (MDR) zoning district.

SECTION 2. Map Revision.

This change shall be shown on the Marquette City Zoning Map.

SECTION 3. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

Sally Davis, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the April 29, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ April 29 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, April 29, 2024

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Hanley, Larson, Mayer, Ottaway, Smith

Absent: Davis, Schloegel

Commissioner Jerney Ottaway moved to excuse Commissioner Paul Schloegel and Mayor Sally Davis due to personal reasons, seconded by Commissioner Jennifer Smith and Carried Unanimously

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the Agenda with a single amendment, moving Item 4.m. from the Consent Agenda to New Business, making it Item 10, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

Announcements

Boards and Committees

1. Appointment(s)

Joseph Meyskens to the Peter White Public Library Board, for a term ending 05-01-29

Joshua Bal to the Marquette Brownfield Redevelopment Authority, for an unexpired term ending 02-01-27

Demetrios Kaltsas to the Planning Commission, for an unexpired term ending 02-15-27

Kristine Granger, to the Planning Commission, for an unexpired term ending 02-15-27

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

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

Cary Gottlieb said he was speaking in support of the consent agenda item related to the Lake Street Fiber replacement, and that he was available if the Commission had questions on the topic.

Matt Luttenberger talked about future uses for Lakeview Arena, and said he would like to see the building prioritized.

Jane Fitkin asked the City Commission to prioritize bike infrastructure in the community, specifically asking for the bike lanes and sharrows markings to be repainted this year on Third Street.

Kevin Crupi echoed the previous comment, highlighting the benefits of biking and asking for the bike lanes and marking to be repainted.

Cameron Smith said there are many good programs being offered in the area. He encouraged people who would like career advancement, further education or training to continue to be involved.

Margaret Brumm spoke about the technical and cost proposal for Cliffs-Dow cleanup grant, sharing information about some of the newer technologies in the field.

Janet Simula said the Lake Street Association is ready to fund the burial of the power lines along Lake Street, and that the money will be distributed tomorrow if the Commission approves moving forward with their portion of the project tonight.

Presentation(s)

2. Guardian of the Quarter, Lana Tregear

On behalf of the Upper Peninsula Children's Museum, Jim Edwards presented the UPCM's Guardian of the Quarter Award, Lana Tregear.

Mayor Pro Tem Jessica Hanley then presented Lana with the award and a cupcake in recognition of her efforts.

3. Parks and Recreation Advisory Board, by Chair Amanda Gobert

Parks and Recreation Advisory Board Chair Amanda Gobert offered an update on the board's activities from the past year. She spoke about the scope of the city's parks and recreation facilities, which encompasses more than 2,800 acres of land. She gave updates on the state of current capital projects. She said that moving forward the committee would focus on external funding sources, the five-year master plan and bike safety, among other topics.

Following the presentation, Commissioners thanked Ms. Gobert for her presentation and praised the PRAB.

4. Consent Agenda - Roll Call Vote

Commissioner Jerney Ottaway moved to Approve the Consent Agenda as presented, seconded by Commissioner Jennifer Smith and Carried Unanimously by Roll Call Vote.

4.a. Approve the minutes of the April 8, 2024 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$1,960.164.76

4.c. Ainsley's HALO Non-Profit Status - Roll Call Vote

4.d. Application to Use City Property Adjacent to 136 W. Baraga Ave. (Front)

4.e. Application to Use City Property Adjacent to 136 W. Baraga Ave. (Rear)

4.f. Biosolids Hauling Contract

- 4.g.** FEMA Intergovernmental Agreement - Roll Call Vote
- 4.h.** Ordinance 727 - Designation of Regulated Floodprone Hazard Areas
- 4.i.** Lake Street Fiber Replacement and Burial Services
- 4.j.** Ontario Avenue Right-of-Way and Utility Easement
- 4.k.** Pride Festival - Special Event Permit
- 4.l.** Release of Kids Cove Funds
- 4.m.** Vango's, Inc. - Termination of Lease Agreement
- 4.n.** Becky's Roadside Refreshments, LLC. - Concession Lease Agreement
- 4.o.** Bike Month Proclamation

New Business

- 5.** City Commission Policy 1999-01 - Revision

Commissioner Michael Larson moved to Approve the adoption of City Commission Policy 1999-01 as recommended, to include the changes advised by the Parks and Recreation Advisory Board, seconded by Commissioner Jennifer Smith and Carried Unanimously.

- 6.** Public Art Contract - Kids Cove Dragonfly

Commissioner Jerney Ottaway moved to Approve Artist Brian Wignall's Dragonfly design, as submitted, and authorize the Mayor and City Clerk to sign the contract, seconded by Commissioner Michael Larson and Carried Unanimously.

- 7.** Professional Services Agreement - Cliffs-Dow EPA Cleanup Grant Project

Commissioner Jennifer Smith moved to Approve the Professional Services Agreement with TriMedia Environmental and Engineering, and authorize the Mayor and Clerk to sign, seconded by Commissioner Cody Mayer and Carried Unanimously.

- 8.** Proposed Charter Amendments - Roll Call Vote

Commissioner Michael Larson moved to Approve adoption of the five resolutions proposing city charter amendments, seconded by Commissioner Jennifer Smith and Carried Unanimously by Roll Call Vote.

- 9.** MCSWMA Articles of Incorporation Amendment - Roll Call Vote

Commissioner Jennifer Smith moved to Approve adoption of the amended Articles

of Incorporation for the Marquette County Solid Waste Management Authority, and authorize the Mayor and City Clerk to sign the resolution, seconded by Commissioner Cody Mayer and Carried Unanimously.

10. Sugarloaf Multiuse Path Extension Project - Contract Approval

Commissioner Jennifer Smith moved to Approve a contract with Oberstar Inc. of Marquette, Michigan for the Sugarloaf Multiuse Pathway Extension project at a cost of \$285,892.80 based on quantities and unit prices in the proposal, allow the City Manager to use a 15 percent contingency for any unforeseen circumstances, and authorize the Mayor and Clerk to sign the contract, contingent upon obtaining the legal rights to use BLP land, seconded by Commissioner Jerney Ottaway and Carried Unanimously by Roll Call Vote.

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

Demetri Kaltsas talked about Strong Towns and about biking safety and infrastructure, and voiced support for the creation of a culture of walking and biking.

Comments from the Commission

Commissioner Smith thanked everyone for their comments, discussed bike sharrows and asked the City Manager to discuss the request to repaint the lines. She also discussed bike-to-work week, and challenged her fellow City Commissioners to ride their bikes to the next City Commission meeting.

Commissioner Larson talked about how surprisingly large the City's park footprint truly is, at over 2,800 acres.

Commissioners Mayer and Ottaway had no comment.

Mayor Pro Tem Hanley congratulated the NMU graduates and noted that Mayor Davis would be back for the next meeting.

Comments from the City Manager

City Manager Karen Kovacs said that May 13-19 is bike-to-work week, and supported the idea of biking to the City Commission meeting on May 13. She said that the household rubbish and compost drop-off sites are now open for the season.

Regarding the questions about bike infrastructure, Assistant City Manager Sean Hobbins said the city is pursuing a grant to refurbish the entire bike network, which would include repainting Third Street and other locations, as well as implementing the rest of the components of the City's bike route plan.

He said the city is also a finalist for a state-level grant that would allow the city to plan for a more robust biking infrastructure, including protected infrastructure.

Adjournment

Mayor Pro Tem Hanley adjourned the meeting at 7:00 p.m.

Jessica Hanley, Mayor Pro Tem

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote
2024 Fireworks Display Permit

BACKGROUND:

The Marquette Area Fourth of July Committee has requested a fireworks display permit for their 2024 celebration. This year's event will take place at the Ore Dock in the Lower Harbor. The event is scheduled for Wednesday, July 3rd with a rain date of Thursday, July 4, 2024. The organizer provided the appropriate information and certificate of insurance. The Fire Chief has approved the application.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve and sign the Fireworks Permit for the 2024 Marquette Fourth of July Celebration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2024 Fireworks Permit

2024 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Marquette 4th of July Committee		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO P.O Box 782, Marquette, MI 49855		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx.		
EXACT LOCATION OF DISPLAY OR USE From the Lower Ore Dock & Off a Barge in the Downtown Harbor.		
CITY, VILLAGE, TOWNSHIP Marquette	DATE July 3rd, 2024 (Rain: July 4th, 2024)	TIME Approx. 10:00 PM
BOND OF INSURANCE FILED Yes		AMOUNT \$5,000,000

Issued by action of the Legislative Body of a ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2024. (Signature and Title of Legislative Body Representative)	
---	--

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

GREAT LAKES FIREWORKS

3275 W. 147th Ave., Suite 100, Marquette, MI 49801 • Phone: 907.226.5340 • Fax: 907.226.5341 • greatlakesfireworks.com

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 21st Day of November, 2023 and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan (hereinafter referred to as "Great Lakes") and Marquette 4th of July Committee, (hereinafter referred to as "Customer").

GREAT LAKES Agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows:
Display Date(s): July 3rd, 2024
Alternate Date(s): July 4th, 2024
Contract Amount: \$20,000.00; Fifty percent (50%) due upon signing the contract and balance due within 15 days of the display date. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a \$25.00 late charge and a 7% per annum late fee on balances not paid in full by the display date.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customers with liability insurance in the amount of \$5,000,000 and other coverages as identified in the Certificate of Insurance attached. All Individual/Entities listed on the certificate will be deemed an additional insured per this contract.

CUSTOMER Agrees:

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

The PARTIES Mutually Agree:

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

Amendments: _____

FOR: Great Lakes Fireworks, LLC.

Signature: Bruce Tyres

Name/Title: Bruce Tyres, Member

FOR: Marquette 4th of July Committee

Signature: Chris Duileg

Name/Title: Chris Duileg
Fireworks Chair

2024 Application for Fireworks Other Than Consumer or Low Impact

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

DATE PERMIT(S) EXPIRE:

Authority 2011 PA 256

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

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

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks
- ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Marquette 4th of July Committee		ADDRESS OF APPLICANT P.O Box 782, Marquette, MI 49855		AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <i>Chris Durling</i>		ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <i>6444 US 41 Marquette MI 49855</i>		
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		TELEPHONE NUMBER <i>608 520 2718</i>
NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC		ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, PO Box 276 West Branch, MI 48661		AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 500+	WHERE Throughout Michigan		
NAME OF ASSISTANT TBD		ADDRESS OF ASSISTANT TBD		AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF OTHER ASSISTANT TBD		ADDRESS OF OTHER ASSISTANT TBD		AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO
EXACT LOCATION OF PROPOSED DISPLAY From the Lower Ore Dock & Off a Barge in the Downtown Harbor.				
DATE OF PROPOSED DISPLAY July 3rd, 2024 (Rain: July 4th, 2024)		TIME OF PROPOSED DISPLAY Approx. 10:00 PM		
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH MPA 1121, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT Stored at Federally Licensed Facility Until Date of Display				
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton Gallagher		
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland OH 44114				
NUMBER OF FIREWORKS		TYPE OF FIREWORKS TO BE DISPLAYED (Please include additional items as needed)		
Approx. 210		3" Shells		
Approx. 225		4" Shells		
Approx. 110		5" Shells		
Approx. 70		6" Shells		
Approx. 20		Various Barrage Cakes 3" & Smaller		
Approx. 125		Mines, Fountains & Candles		
SIGNATURE OF APPLICANT <i>[Signature]</i>				DATE 5/5/24

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

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

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

License/Permit
Number
4-MI-129-27-6L-01174

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
November 1, 2026

Name
GREAT LAKES FIREWORKS LLC

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

3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit

27-DEALER OF EXPLOSIVES

Purchasing Certification Statement

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

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

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

Licensee/Permittee Responsible Person Signature

Signature
Position/Title

Printed Name

Date

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Previous Edition is Obsolete

Federal Explosives License (FEL) Customer Service Information

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

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

ATF Homepage: www.atf.gov

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

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

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: GREAT LAKES FIREWORKS LLC

Business Name:

License/Permit Number: 4-MI-129-27-6L-01174

License/Permit Type: 27-DEALER OF EXPLOSIVES

Expiration: November 1, 2026

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

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

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

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE: (A/C No. Ext: 216-658-7100 FAX (A/C No: 216-658-7101 E-MAIL: ADDRESS: info@brittongallagher.com														
INSURED Great Lakes Fireworks LLC 3275 W M76 P.O. Box 276 West Branch MI 48661	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B: Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C: Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Co.	10851	INSURER B: Everest Denali Insurance Company	16044	INSURER C: Axis Surplus Ins Company	26620	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Everest Indemnity Insurance Co.	10851														
INSURER B: Everest Denali Insurance Company	16044														
INSURER C: Axis Surplus Ins Company	26620														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1918678825** **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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	818GL1989-241	1/21/2024	1/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	818CA00273-241	1/21/2024	1/21/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	P-001-000786280-03	1/21/2024	1/21/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTHER ☐ 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)

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

DISPLAY DATE: July 3rd, 2024 RAIN DATE: July 4th, 2024 LOCATION: Lower Harbor Ore Dock & A Barge Shot Off Shore, Marquette MI

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

CERTIFICATE HOLDER

CANCELLATION

Marquette 4th of July Committee P.O Box 782 Marquette MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote **Advisory Board Review Process**

BACKGROUND:

The City of Marquette has more than 20 established boards, committees, and authorities. While some of these boards have statutory duties and authority, many are solely advisory in nature, intended to assist the City Commission in a specific topic area.

Conceptually, this relationship moves both ways, with the Commission requesting its advisory boards take up specific topics and do fact-finding on items of interest, while the advisory boards have the authority to adopt formal policy recommendations that may ultimately be presented to the Commission.

While this structure is simple enough, it only functions well if the advisory boards in question have distinct areas of focus and few vacancies. The Harbor Advisory Committee, Presque Isle Park Advisory Committee and Parks and Recreation Advisory Board are each charged with oversight of certain recreation activities in the city. In total, these boards have 27 seats, eight of which are currently vacant. Since the beginning of 2022, these three boards have canceled a total of 25 meetings.

At this juncture, staff would like the opportunity to review the structure of the City Commission's network of advisory boards and committees, with a specific eye to these three boards, before possibly returning with a recommendation on how to best align resources to streamline the existing processes.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Direct staff to undertake a review of the City Commission's advisory boards and committees and to report back with any proposed recommendations.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote

Becky's Roadside Refreshments, LLC - Concession Lease Agreement

BACKGROUND:

Becky's Roadside Refreshments, LLC, of Marquette, Michigan, has requested the City Commission enter into a lease agreement to provide concession services at Presque Isle Park. Staff has worked with the City Attorney and Becky's Roadside Refreshments, LLC to draft a standard lease agreement which includes relevant the terms and conditions. The lease is a one-year lease, from May 1 through September 30, 2024. The rent during operations is \$600.00/month, including utilities.

This is the second read of two required reads for a lease agreement.

FISCAL EFFECT:

The General Fund will receive \$3,000 in revenue for Fiscal Year 2024.

RECOMMENDATION:

Approve the lease agreement with Becky's Roadside Refreshments, LLC for concession space at Presque Isle Park, 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 _____ 2024, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter (“Lessor”), and **BECKY’S ROADSIDE REFRESHMENTS, LLC**, a Michigan limited liability company of 130 W. Washington Street, Ste #1-7, Marquette, Michigan 49855, hereinafter (“Lessee”).

Recitals

- A. Lessor is the owner and operator of the concession stand at Presque Isle Park, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the concession stand and all equipment currently located within it (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 and Exhibit B.
- 1.2 Lessee agrees to develop architectural and engineering plans for renovations to the Premises required to meet the specific needs of Lessee for Lessee’s intended uses, if needed. Lessee shall be responsible for constructing all renovations as developed by Lessee, and Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.
- 1.3 Lessee agrees that only equipment located within the Premises on the date of this Agreement is part of the Premises, and that Lessee takes said Premises and equipment “as is”. Any other equipment needed by Lessee to operate the concessions shall be the sole responsibility of Lessee.

2. Term of Lease

- 2.1 The term of this lease is May 1, 2024 through September 30, 2024.

3. Rent

- 3.1 Lessee shall be obligated to pay rent in the amount of \$600 per month (utilities included) for the Premises, due in advance on the first of each month for the entire term of this lease.

4. Use of Leasehold Premises

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

4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.

4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Use of Common Areas by Lessee

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

5.2 Lessee's right to use to Presque Isle - Island Store Pavilion ("Pavilion") is not exclusive. Lessor shall have the right, at all times, to rent the Pavilion to third party users. Lessee shall contact Lessor on a weekly basis in order to determine the dates and times the Pavilion has been rented to a third party user.

6. Maintenance and Repair

6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises as provided in Attachments 1 and 2. Lessor shall provide trash receptacles for Premises and shall maintain those receptacles once per day. Any necessary additional refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.

6.3 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment and keep them in a safe condition and good repair.

6.4 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

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

7. Insurance and Indemnity

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

7.2 Lessee shall not permit any activity on or immediately adjacent to the Premises which would cause Lessor's rate for the insurance described herein to be increased. Lessor will provide Lessee with a list of any such activities.

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

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

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

8. Damage by Fire or Other Causes

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

9. Assignment/Subletting

9.1 Lessee shall not assign this Agreement.

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

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

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

10. Use of Premises by Lessor

10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make

or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.

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

14. Surrender of Leasehold Upon Termination of Lease

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

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

15. Miscellaneous

- 15.1 Lessee, at its sole option, may continue with the current security system at the same cost currently charged to Lessor by contacting Range Corporation directly.
- 15.2 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.3 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.

- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.

LESSOR
CITY OF MARQUETTE

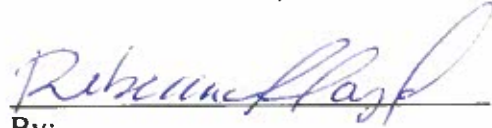
Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
BECKY'S ROADSIDE
REFRESHMENTS, LLC


By:
Its:

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

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  State Farm Kara Applekamp State Farm 2582 US HWY 41 W Marquette MI 49855	CONTACT NAME: Kena Mitchell PHONE (A/C, No, Ext): 906-228-6645 FAX (A/C, No): 906-228-0590 E-MAIL ADDRESS: Kena@KaraApplekamp.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Becky's Roadside Refreshments, LLC Attn: Rebecca Lloyd 600 Altamont St Apt 202 Marquette MI 49855	NAIC # 25143

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	92-GD-W470-6	06/17/2023	06/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

City of Marquette had been added as an additional insured to this policy.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001486 132849.13 04-22-2020

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote **EGLE TMF LSLR Grant Agreement Approval**

BACKGROUND:

The Engineering Division applied for a grant through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to identify water service line materials at locations throughout the City which are made of unknown materials and, based on age, may possibly be made of lead. This will assist in efforts to complete an inventory of all water service pipes, which is an upcoming EPA and EGLE requirement.

EGLE has tentatively awarded \$600,000 to the City of Marquette through this grant. There is no local match required.

FISCAL EFFECT:

None. All contracted expenses will be reimbursed.

RECOMMENDATION:

Authorize the City Engineer to sign the attached grant agreement on behalf of the City of Marquette.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Grant Agreement



**COMMUNITY TECHNICAL, MANAGERIAL, AND FINANCIAL SUPPORT FOR LEAD
SERVICE LINE REPLACEMENT GRANT AGREEMENT (ARP FUNDED)**

BETWEEN THE

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF MARQUETTE**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Marquette** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: SLV

Project #: TMF-006

Amount of grant: \$600,000

% of grant federal 100%

Amount of match: none required

PROJECT TOTAL: \$600,000

Start Date: 10/1/2023

End Date: 9/15/2026

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 10/1/2023

Federal Awarding Agency: US Department of Treasury

CFDA Number and Name: 21.027

FAIN Number: SLFRP0127

Research and Development Award: ☐ Yes ☒ No

SLFRF Category: 5.15 Drinking water: Other water infrastructure

SLFRF Short Name: FRF4873-TMF006

Major Program: ARPTMF

GRANTEE CONTACT INFORMATION:

Name/Title: Mikael Kilpela, City Engineer

Organization: City of Marquette

Address: 1100 Wright St.

City, State, ZIP: Marquette, MI 49855

Phone Number: (906) 225-8995

E-Mail Address: mkilpela@marquettemi.gov

Federal ID: 38-6004521

Grantee UEI Number: NJTGBUGAVBF9

SIGMA Vendor Number: CV0047620

Address Code (if applicable): 001

STATE'S CONTACT INFORMATION:

Name/Title: Brian Danhoff, Department Analyst

Division/Bureau/Office: Finance Division

Address: 1540 West Washington Street

City, State, ZIP: Marquette, MI 49855

Phone Number: (906) 236-5165

E-Mail Address: DanhoffB@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Mikael Kilpela, City Engineer

Signature

Name/Title

Date

FOR THE STATE:

Kelly Green, Administrator

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	Before October 10*
October 1 – December 31	January 10

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a

report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)
- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards.

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is:
<https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2)
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization

should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury."

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

PROGRAM-SPECIFIC BOILERPLATE

XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIX. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves work related to the development of City of Marquette's (Marquette) lead service line replacement (LSLR) program. Field verification will be conducted for approximately 2410 service lines at properties where lead is suspected but not confirmed or where service line material is unknown but likely contains lead, based on Marquette's knowledge of service line materials at the time of this agreement. This includes effort by contractor staff to pothole on either side of each curb stop and perform in-building investigation to document service line materials. This project includes applicable restoration to original condition of potholed locations.

EGLE approved estimated project costs include:

Activity	Budget
Service Line Verification	\$600,000
Project Planning Document Development	\$0
Public Outreach/Education	\$0
Total Task: TMF LSLR	\$600,000
Total Grant Amount	\$600,000

Indirect costs are not allowed under this agreement.

Grantee
initials

Based upon guidance governing ARPA funding, EGLE has made the determination that all work pertaining to this project, including any sub-grantee activity, must be completed by September 31, 2026.

Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Tangible, permanent construction activities, including the replacement and/or repair of service lines, are not eligible for reimbursement under this grant.
- d) Projects that include funding for DWSRF project planning document development must submit a lead service line replacement project planning document no later than Spring of 2026 (DWSRF deadline for fiscal year 2027 funding). If a project planning document paid for using grant funds includes infrastructure work above and beyond LSLR, the Grantee agrees that they will proceed with solely the LSLR work in the event that SRF funds are limited and only available for LSLR activities.
- e) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
- f) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote

**Ordinance 727 - Designation of Regulated Flood Prone Hazard Areas - Roll Call
Vote**

BACKGROUND:

FEMA has published updated flood maps for Marquette County that will be effective on June 6, 2024 and the City is required to amend its current floodplain ordinance to reflect these changes.

Per City Charter, an ordinance cannot be adopted at the meeting in which it is introduced. This ordinance was originally introduced at the Commission's regular meeting on April 29, 2024.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt Ordinance 727, and authorize the Mayor and Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ordinance 727 - Designation of regulated Flood Prone Hazard Areas

ORDINANCE #727
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS,
WITH REGARD TO REGULATED FLOOD PRONE HAZARD
AREAS

INTENT

The purpose of this ordinance is to amend Section 10-21 of the Marquette City Code to affirm an enforcing agency to discharge the responsibility of the City of Marquette located in Marquette County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The City of Marquette Ordains:

SECTION 1. That Section 10-21 be hereby amended in its entirety to read as follows:

Sec. 10-21. – Designation of regulated floodprone hazard areas.

The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled “The Flood Insurance Study for Marquette County, All jurisdictions” and dated June 6, 2024 and the Flood Insurance Rate Maps (FIRM) listed on the Index Panel 26103CINDOB effective June 6, 2024 are adopted by reference for purposes of administration of the Michigan Construction Code, and declared to be part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan Residential Code.

SECTION 2. That a new Section 10-22 be hereby adopted, to read as follows:

Sec. 10-22. – Most restrictive standards and requirements apply.

Where this article conflicts with any other provision of this Code, the provisions of this article shall apply, except where other code provisions impose more stringent restrictions furthering the intent and purpose of this article, in which case the more stringent restriction shall apply.

SECTION 3. That this ordinance shall take effect ten days after adoption but not before publication.

Sally Davis, Mayor

Kyle L. Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote

Ordinance 729 - Downtown Development Authority TIF - Roll Call Vote

BACKGROUND:

At the March 11, 2024 meeting, the City Commission held a public hearing and approved the Marquette Downtown Development Authority's Development and Tax Increment Financing (TIF) Plan #4. In order to codify this TIF plan, an ordinance is required.

The first read of this ordinance was at the March 25, 2024 City Commission meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve Ordinance 729, and authorize the Mayor and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Ord 729

ORDINANCE #729
AN ORDINANCE APPROVING DEVELOPMENT AND TAX
INCREMENT FINANCING PLAN #4 OF THE MARQUETTE
DOWNTOWN DEVELOPMENT AUTHORITY, AND AMENDING
MARQUETTE CITY CODE CHAPTER 16 – COMMUNITY
DEVELOPMENT INTERESTS TO REFLECT THE APPROVAL

INTENT

The purpose of this ordinance is to approve by ordinance the Marquette Downtown Development Authority's Development Plan and Tax Increment Financing Plan #4, which was approved by the Marquette City Commission on March 11, 2024.

The City of Marquette Ordains:

SECTION 1. That Section 16-116 be hereby added to read as follows:

Sec. 16-116. – Development Plan No. 4.

- (a) *Findings with respect to Plan #4.* Plan #4, in the form approved by the city commission on March 11, 2024, constitutes a public purpose, and the plan satisfies the considerations laid out in the Recodified Tax Increment Financing Act, specifically MCL 125.4219(1).
- (b) *Duration of plan.* The duration of Plan #4 shall be for a term ending December 31, 2036.

SECTION 2. That this ordinance shall take effect ten days after adoption but not before publication.

Sally Davis, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote **Public Art Conservation Contract**

BACKGROUND:

The Marquette Public Art Commission (MPAC) is committed to the maintenance and care of the City's Public Art Collection. In 2023, MPAC hired Midwest Art Conservation Center to conduct and survey the Collection and provide detailed recommendations and treatment proposals for the City's bronze sculpture of Father Jaques Marquette by Gaetano Trentanove and seascape oil painting by Leon Lundmark.

The treatment proposals advise both artworks to be cleaned and restored as outlined in the Contract. In addition, Conservators will train selected City staff and partners to clean and wax the statue. Upon completion of this contract, the statue will undergo an annual maintenance protocol administered by the Office of Arts and Culture and hot waxed up to eight years by a licensed conservator or when budget allows. The painting, once restored, will be housed in the new Cultural Center and Trailhead for residents and visitors to view.

FISCAL EFFECT:

The City's Public Art Fund has adequate balance for this \$23,270 project. Since this was not included in the FY '24 budget, the next budget amendment will include this project.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract
- ▣ Insurance
- ▣ Father Marquette Statue Proposal
- ▣ Painting Proposal
- ▣ 2023 Public Art Survey



MARQUETTE PUBLIC ART COMMISSION

Agreement for Public Art Conservation Treatment OF ARTWORKS FROM CITY'S PUBLIC ART COLLECTION

Completion Date:
September 30, 2024

Agreement and Correspondence to:
Marquette Public Art Commission
Contact: Tiina Morin, *Arts & Culture Manager, City of Marquette*
Email: Tiina Morin, tmorin@marquettemi.gov

CONSERVATION AGREEMENT

This Agreement is entered into this _____ day of _____, 2024, by and between the City of Marquette, Michigan (the "City"), and Midwest Art Conservation Center (the "Vendor") for conservation treatment of two artworks ("Artworks") from the City's Public Art Collection. Including, a bronze sculpture of Father Jaques Marquette by Gaetano Trentanove ("Sculpture") and seascape oil painting by Leon Lundmark ("Painting").

WHEREAS, the City is committed to the maintenance and care of its Public Art Collection ("Collection").

WHEREAS, the Vendor was selected by the City, to survey the Collection's condition and provided detailed recommendations and treatment proposals for the Sculpture and Painting.

WHEREAS, the City accepts the Vendor's recommendations and treatment proposals for both Artworks as specified in this Agreement.

WHEREAS, the Vendor will treat both Artworks in a professional manner; and

WHEREAS, all parties are in agreement that the Vendor, City staff, and Marquette Public Art Commission ("MPAC") shall establish a close and cooperative relationship that will be maintained throughout the treatment.

NOW THEREFORE, the City and the Vendor, for the consideration and under the conditions hereinafter set forth, agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

1.1.0. The Vendor shall provide all services and furnish all supplies, materials, and equipment as necessary for the treatment of Artworks, unless otherwise agreed to in writing by both parties.

1.1.1. The Vendor shall coordinate work with City staff.

1.1.2. The Vendor shall consult, and work in a collaborative manner with the City staff, MPAC, and others as identified by the City.

1.2 EXECUTION OF THE WORK FOR SCULPTURE

1.2.0. The treatment for Sculpture will take over the course of three days, June 19-21, 2024, on site in Father Marquette Park, located in Marquette MI. The Schedule may be amended by written agreement between the City and the Vendor.

1.2.1. The Vendor will travel to Marquette.

1.2.2. The City will provide and assemble scaffolding around the sculpture and provide access to ground water.

1.2.3. The Vendor will wash the Sculpture and remove or reduce encrustations and biological material on the bronze and sandstone.

1.2.4. The Vendor will train local volunteers and staff (less than 10) to wash the Sculpture.

1.2.5. The Vendor, as needed, will add a weep hole on the underside of the Sculpture's cloak

to better control efflorescence.

1.2.6. The Vendor will hot wax the sculpture. A slightly cooler wax will be applied to bas reliefs.

1.2.7. The Vendor will apply a layer of paste wax overall and buff; this step is being undertaken to train local volunteers and staff (less than 10) on an annual maintenance protocol.

1.2.8. The Vendor will train the group to wash at least one other sculpture within City's Collection.

1.3. EXECUTION OF WORK – PAINTING

1.3.0. The City will pack and ship the painting to the Vendor located in Minneapolis, MN.

1.3.1. All treatment will take place at the Vendor's facility located in Minneapolis, MN.

1.3.2. The Vendor will carry out treatment for Painting as listed in initial proposal.

1.3.3. The Vendor will examine the Painting and prepare a report on the condition and proposal for treatment.

1.3.4. The Vendor will photo-document the Painting in high resolution digital format before after treatment.

1.3.5. The Vendor will consolidate the unstable paint with adhesive, and mend small canvas punctures.

1.3.6. The Vendor will clean the recto and verso, and reduce degraded natural resin varnish as safely possible.

1.3.7. The Vendor will humidify the corner draw, feather crack and puncture to relax them into plane.

1.3.8. The Vendor will apply a new stable and saturating synthetic resin varnish.

1.3.9. The Vendor will fill and inpaint with a stable synthetic resin medium as necessary.

1.3.10. The Vendor will attach new backing board to the stretcher verso, encapsulate the labels with Mylar, line rebate of the frame with felt, and reframe painting with bent mending plates and spacers.

1.3.11. The Vendor will consolidate, and surface clean the frame, and tone abrasions and losses.

1.3.12. The Vendor will replace the missing elements in the frame's bead course, and gild and tone to match.

1.3.13. The Vendor will wrap the painting for return to the City.

1.3.14. The Vendor will write a Report on Treatment.

1.4. FINAL ACCEPTANCE. Upon completion of all required services, final acceptance of work shall be determined solely by the City and acceptance shall constitute the City's acknowledgement that treatment has been completed according to the terms of this Agreement.

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 THE CITY'S OBLIGATIONS

2.1.0. City shall pay the Vendor a fixed fee of **\$23,270.00** 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 treatment to the Artworks.

2.1.1. Compensation will be paid to Vendor after services are performed as follows:

\$17,245.00 upon completion of treatment to the Sculpture.

\$6,025.00 upon acceptance of treatment and return of Painting.

2.1.2. Payment is only made after a submitted invoice has been approved.

2.1.3. Invoices and all attachments and reports shall be addressed to the City of Marquette, Arts and Culture Office, 300 West Baraga Avenue, 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.

2.1.4. The City shall be responsible for the fees, costs and charges for packing, crating, shipping, freight, and transport of the Painting to the Vendor for Treatment.

2.2 VENDOR'S EXPENSES. All expenses incurred by the Vendor are included in the Compensation, and the Vendor will not be reimbursed separately for any expense incurred by Vendor.

SECTION 3. TIME OF PERFORMANCE

3.1 DURATION. All Treatment dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be completed by September 30, 2024.

3.2 TIME EXTENSIONS. The Vendor shall request a reasonable extension of time from the City in the event there is a delay on the part of the Vendor in performing its obligations under this Agreement, or if there are conditions beyond the Vendor's control or Acts of God render timely performance of the Vendor's services impossible or unexpectedly burdensome.

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.

4.2 WARRANTIES OF QUALITY AND CONDITION. The Vendor represents and warrants, that the execution of services under this agreement will be performed in a workman like manner.

SECTION 5. REPRODUCTION RIGHTS

5.1. CREDITS AND PROMOTION

5.1.0. Vendor and City will have the right to make or use images of the Artworks for archival, education, website or any other publications relating to treatment of work performed under this Agreement.

5.1.1. The Vendor agrees that it will acknowledge the City in the form of a credit line substantially as follows: "This artwork (name of work) owned by the City of Marquette's Public Art Collection, Marquette MI," when the Artworks conservation efforts are reproduced in books, journal, magazines, periodicals, on the internet, website, or other media.

5.1.2. City will acknowledge the work performed by the Vendor in the form of a credit line substantially as follows: "Conservation treatment by Midwest Arts Conservation Center, Minneapolis, MN," when the artworks are reproduced in books, journal, magazines, periodicals,

on the internet, website, or other media.

SECTION 6. INSURANCE

6.1 VENDOR'S INSURANCE

6.1.0. The Vendor shall maintain insurance to protect the Vendor from claims under workers compensation; claims for damages because of bodily injury including personal injury, sickness, disease, or death arising out of the Vendor's performance of this agreement; 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 Vendor's performance of professional services caused by errors, omissions or negligent acts for which the Vendor is legally liable.

6.1.1. 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.

6.2. CITY'S INSURANCE

6.2.0. The City warrants and represents that it maintains at its cost and expense policies of insurance for casualty and loss to the Artworks on an All-Risks basis, including earthquake and Flood, for each Artwork under this Agreement, and further represents and warrants that said policy shall remain in full force and effect for duration of this Agreement.

6.2.1. The City acknowledges that there are risks attendant to the services performed under this Agreement due to the intrinsic characteristics of the Artworks and prior conditions affecting the Artworks, including but not limited to materials, construction and composition and previous treatments and prior restoration, which may adversely affect the outcome and result. The City hereby agrees to accept and assume all risks related to the Artworks and work performed by the Vendor under this Agreement.

SECTION 7. 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 8. 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 agreement (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 9. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 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 terminate this Agreement.

9.2 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 Sculpture 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 10. 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 11. 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, 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.

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 12. 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 13. 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 14. MODIFICATION

No alteration, 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 15. 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: City Mailing Address: Tiina Morin, City of Marquette, 300 Baraga Avenue, Marquette MI 49855 or Email Address: tmorin@marquettemi.gov. Vendor Mailing Address: Midwest Art Conservation Center, 2400 Third Avenue, South Minneapolis, Minnesota 55404 or Email Address: cmurray@preserveart.org

Questions: Please submit any questions regarding this Agreement to: Tiina Morin, Arts & Culture Manager, City of Marquette, Phone: 906-225-8641 E-Mail: tmorin@marquettemi.gov

The parties have made and executed the Agreement the day and year first above written.

Date: 4/23/24

MIDWEST ART CONSERVATION CENTER

Lauren B. Walker

Lauren B. Walker, Office Manager

Address: 2400 Third Avenue

South Minneapolis, MN 55404

Phone: 612-870-3149

Email: lwalker@preserveart.org

Website: www.preserveart.org

CITY OF MARQUETTE

Date: _____

Sally Davis, Mayor

Date: _____

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive, Suite 400 Minneapolis, MN 55437	CONTACT NAME: Destiny Morey	
	PHONE (A/C, No, Ext): 612-464-6893	FAX (A/C, No): 610-537-9630
	E-MAIL ADDRESS: destiny.morey@usi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Art Conservation Center 2400 3rd Ave S Minneapolis, MN 55404	INSURER A : Hartford Casualty Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		41SBAIL6864	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			41SBAIL6864	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			41SBAIL6864	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	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				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)

City of Marquette is included as additional insured on General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

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

Midwest Art Conservation Center

2400 Third Avenue South Minneapolis, MN 55404 612-870-3120

Owner: Marquette Public Art Commission
Contact: Tiina Morin, Arts and Culture Manager
Address: City Hall
300 West Baraga Ave
Marquette, MI 49855
Phone: (906) 225-8641
Project No.: 24.17444.1
Artist: Gaetano Trentanove, c. 1897
Title: Father Jacques (James) Marquette
Medium: bronze, sandstone base
Dimensions: approximately 15' tall, total height
Marks: Sculpture self base inscription, left side: "G. TRENTANOVE | FECIT"

Project Proposal

DESCRIPTION:

The artwork is a larger-than-life sized bronze sculpture depicting Father Jacques Marquette, by Gaetano Trentanove. The figure stands looking forward, wearing a cloak, cassock (clerical robe), and cincture with tucked crucifix and rosary. A square self base is inscribed on the left side: "G. TRENTANOVE | FECIT." The patina is brown, varying in tone somewhat from warm to cool.

The sculpture is installed atop a tiered sandstone base that is inscribed on the front: "JAMES MARQUETTE, | INTREPID EXPLORER". Note that Jacques Marquette was also known as James. Two bronze bas reliefs are set into the right and left sides of the tiered sandstone base. Each measures approximately 27 x 22."

Per client records, the sculpture weighs approximately 1.5 tons.

CONDITION:

The sculpture is in good condition overall and is structurally stable at this time.

The patina is largely intact, with localized areas of wear and stable corrosion. Previously applied protective coatings are lost on horizontal and upward-facing surfaces. They should be reapplied to prevent further corrosion and loss of the patina.

Core material and/or salt is migrating out of the sculpture, crystallizing on undercut areas following drip patterns and gravity. The material is easily removed from the surfaces and does not appear to be causing structural damage. In at least one location (underside of right finger) a prior drilled weep hole is present and functional.

The bas relief on the right side of the sandstone base has a split seam in the bronze plate that occurs approximately 3 1/2" from the proper left edge. The plate is out of plane along the split, but neither side is loose or mobile. It is possible that the plate has been like this for some time. A number of prior repairs are present on the bas reliefs. These are brazed metal fills that are patinated to blend with the surrounding surfaces. They are distinguishable upon close examination and are further documented via a series of images held by the client. Repair was undertaken by Venus Bronzeworks in 2013.

The tiered sandstone base is worn with numerous losses. Some spalling and pitting is noted, with granular disintegration (sanding) throughout. It was noted that the sculpture has been previously pressure-washed, which may have exacerbated some of the stone's condition issues. The exposed site at the top of a hill (wind, rain, snow, etc.) also certainly will continue to contribute to the wear patterns observed.

Lichens, mold, and other micro-organisms are present on the concrete pad and lower sections of the sandstone. These are visually disruptive but do not appear to be causing structural damage.

The mortar joins have been repaired in the past, likely more than once. More than one type of repair material appears to be present, and the repairs vary in density and permeability. While they are stable at this time, they should continue to be monitored. In addition, areas where mortar is lost or eroded back in joint seams will likely require remedial repointing in the future. No loose or crumbling mortar was observed during this examination.

There is carved graffiti on the right side of the stone base. The carving patterns are worn, and the graffiti blends in somewhat with the surrounding surfaces. Fills are not recommended at this time.

TREATMENT PROPOSAL:

Treatment is proposed to wash and apply a protective hot wax layer to the bronze sculpture. The sandstone base will be washed as well to reduce grime and biological staining. Mortar does not appear to require repair at this time but will be additionally documented and monitored at the time of treatment.

Treatment will occur over the course of three days. Conservators will wash and hot wax the sculpture and will then train a small group (less than 10) on basic paste waxing maintenance protocols for Jacques Marquette and for washing at least one other sculpture in the Marquette Public Art Commission's collection.

This proposal assumes that the Marquette Public Art Commission will provide and assemble scaffolding around the sculpture. Ground water access is requested, ideally with a hose. Treatment should occur in a warm weather month with no risk of frost.

- 1 Travel to and from Marquette, MI.
- 2 Wash the sculpture overall. Remove or reduce encrustations and biological material on the bronze and sandstone.
- 3 Allow to fully dry.

- 4 As needed, add a weep hole on the underside of the cloak in an effort to better control efflorescence.
- 5 Hot wax the sculpture. A slightly cooler 'warm wax' will be applied to the bas reliefs; due to past repairs and proximity to the sandstone, heat must be carefully controlled.
- 6 When dry, apply a layer of paste wax overall; this step is being undertaken to train local volunteers and staff on an annual maintenance protocol.
- 7 Buff.
- 8 Train a group of local artists and/or volunteers on washing and application of paste wax.

Total Project Cost \$17,245.00

Conservator: Courtney Murray

Proposal Date: 4/23/2024

Client: Marquette Public Art Commission

Project No.: 24.17444.1

The undersigned authorizes and directs the Midwest Art Conservation Center (MACC) to examine, photograph and perform the steps/treatment outlined above and specifically authorizes the commencement of work as written in the Project Proposal and further consents for MACC to take such action as MACC deems appropriate in connection with the steps/treatment, subject to all terms and conditions appearing on the MACC TERMS AND CONDITIONS document which are expressly incorporated into this agreement. The undersigned also warrants: (i) that the undersigned is the sole owner or MACC client of the object(s) described above; (ii) that they have full authority to deliver the object(s) to MACC for the steps/treatment proposed above; (iii) the proposed steps/treatment is for the benefit of the object(s) described above, and that (iv) the object(s) is/are fully insured by the owner or MACC client against any and all losses and that such insurance will be in place from the time the object(s) is/are delivered to MACC or MACC assumes control onsite of the object(s) until received back by the owner/MACC client. In addition, if the undersigned is not the owner, the undersigned warrants that s/he/it has authority to authorize MACC to commence work and bind the owner, or applicable party, to pay MACC for services rendered and to be rendered. The MACC client agrees to pay the costs of all conservation work not exceeding the above estimated cost by more than ten percent (10%) without the express written approval of the owner or MACC client, and hereby grants MACC a lien on the item to secure payment of such charges. The owner and MACC client hereby grants release to MACC of all claims to make or use images of the item for archival, educational, website or any other publications. All transportation and insurance costs are the responsibility of the MACC client of the item.

Authorized by: _____ **Date:** _____

Print Name: _____ **Title:** _____

The **Midwest Art Conservation Center** uses **Facebook** and other **Instagram** to inform and educate the public on conservation and preservation work. We would appreciate being tagged in any social media posts regarding this project so that we can further share with our constituents. Find on Facebook at **Midwest Art Conservation Center**, and on Instagram **@preserveart**.

Would you like images of this project? _____ **Yes** _____ **No**

Midwest Art Conservation Center

2400 Third Avenue South Minneapolis, MN 55404 612-870-3120

Owner: Marquette Public Art Commission
Contact: Tiina Morin, Arts and Culture Manager
Address: City Hall
300 West Baraga Ave
Marquette, MI 49855
Phone: (906) 225-8641
Project No.: 24.17444.2
Artist: Leon Lundmark
Title: Oil Painting
Medium: oil on canvas
Dimensions: 32x44 1/8"
Marks: Signed in the lower right with gray paint, "Lundmark."

Project Proposal

REPORT ON CONDITION

SUPPORT

Construction:

The painting is executed on a medium weight plain weave linen (estimated) canvas stretched over a four member wooden stretcher support with mitered bridle joints. All eight keys are extant. The canvas is attached to the stretcher with tacks.

The painting is held in a carved wooden and gilt frame with nails. A vented hardboard backing board is attached to the stretcher verso. There is a small engraved commemorative plaque on the lower center rail of the frame. There are double hole d-rings attached to the frame verso strung with picture wire.

There are three adhered labels on the frame verso:

- Printed with, "PROPERTY OF/CITY OF/MARQUETTE, MICHIGAN/03062"
- Printed and inscribed with, "INSPECTED BY 'Paul'/DATE JUN 14 '63/BRESLER GALLERIES, INC."
- Embossed with, "BRESLER GALLERIES/MILWAUKEE"

There is a label adhered to the canvas verso:

- Printed with, "FROM/HOTEL CLIFTON/FRONT AND BLUFF STREETS/MARQUETTE, MICHIGAN/FOR 'CW Sams/Hotel Clifton/Marquette/ 11/20/24'"

Condition:

There is a slight corner draw in the upper left and a small puncture in the canvas just above the signature. The canvas is in good tension. There is accumulated dust and dirt on the verso.

The frame has accumulated dirt and grime. There are scattered abrasions and losses. 20 of the elements in the bead course are partially or fully missing.

PAINT AND GROUND

Construction:

The paint is characteristic of an oil type medium and is applied with moderate thickness over a thin off-white ground. The ground is commercially applied and extends to the tacking margins. There appears to be multiple painting campaigns.

Condition:

There is a thin feather shaped impact crack to the left of the signature. There is an area of lifting interlayer cleavage near the center of the left edge. There is paint loss associated with the small canvas puncture.

SURFACE LAYERS

Construction and Condition:

There is a surface coating characteristic of a natural resin type coating with examination under ultraviolet illumination and solvent sensitivity tests. The coating is yellowed and unevenly applied. There is bloom on the left side in the sea (hazy appearance) and the coating is overall not saturating. There is a moderate amount of dirt and grime accumulation on the surface.

RECOMMENDATIONS

Lifting paint and areas of loss should be consolidated with a stable adhesive. The small puncture should be mended with appropriate materials. Dust, dirt, and debris should be cleaned from the recto and verso. The degraded natural resin varnish should be reduced as much as safely possible. The corner draw in the upper left and impact crack should be locally humidified and relaxed into plane as much as safely possible. Due to the nature of the impact crack this inconsistency in the painting's surface may never be wholly invisible. A new stable and saturating synthetic resin varnish should be applied to the surface. Losses and abrasions should be filled and inpainted with a synthetic resin medium as necessary.

The backing board should be replaced with an acid free board. The labels should be encapsulated in protective Mylar and affixed to the backing board. The frame's rebate should be felted to prevent further abrasion to the perimeter of the painting. The painting should be reframed with bent mending plates and spaces as necessary.

The frame should be surface cleaned of dirt and grime. The areas of loss should be consolidated with an appropriate adhesive. Areas of loss and abrasion should be toned to visually reintegrate these areas.

As an optional step the twenty missing elements in the frame's carved bead course can be replaced and toned to match the existing elements.

PROPOSAL FOR TREATMENT

- 1 Examine the painting. Prepare a Report on Condition and Proposal for Treatment.
- 2 Photodocument the painting in high resolution digital format before and after treatment.
- 3 Consolidate the unstable paint with an appropriate adhesive. Mend the small canvas puncture.
- 4 Clean the recto and verso of dust, dirt, and grime. Reduce the degraded natural resin varnish as much as safely possible.
- 5 Locally humidify the corner draw, feather crack, and small puncture to relax them into plane as much as safely possible.
- 6 Apply a new stable and saturating synthetic resin varnish.
- 7 Fill and inpaint with a stable synthetic resin medium as necessary.
- 8 Attach a new backing board to the stretcher verso. Encapsulate or cover the labels with Mylar. Line the rebate of the frame with felt. Reframe the painting with bent mending plates and spacers as necessary.
- 9 Consolidate and surface clean the frame. Tone abrasions and losses.
- 10 OPTIONAL STEP: Replace the missing elements in the frame's bead course. Gild and tone to match.
- 11 Wrap the painting for return. Write a Report on Treatment.
- 12

Total Project Cost \$4,305.00

The cost listed above is for treatment steps 1-9, 11-12. Step 10 is an optional step for an additional \$1,720.00. Please indicate below whether you would like to include the optional step.

_____ Steps 1-9, 11-12 Only. Total Cost: \$4,305.00
_____ Include Step 10. Total Cost: \$6,025.00

Conservator: Alexa Beller
Proposal Date: 4/23/2024
Client: Marquette Public Art Commission
Project No.: 24.17444.2

The undersigned authorizes and directs the Midwest Art Conservation Center (MACC) to examine, photograph and perform the steps/treatment outlined above and specifically authorizes the commencement of work as written in the Project Proposal and further consents for MACC to take such action as MACC deems appropriate in connection with the steps/treatment, subject to all terms and conditions appearing on the MACC TERMS AND CONDITIONS document which are expressly incorporated into this agreement. The undersigned also warrants: (i) that the undersigned is the sole owner or MACC client of the object(s) described above; (ii) that they have full authority to deliver the object(s) to MACC for the steps/treatment proposed above; (iii) the proposed steps/treatment is for the benefit of the object(s) described above, and that (iv) the object(s) is/are fully insured by the owner or MACC client against any and all losses and that such insurance will be in place from the time the object(s) is/are delivered to MACC or MACC assumes control onsite of the object(s) until received back by the owner/MACC client. In addition, if the undersigned is not the owner, the undersigned warrants that s/he/it has authority to authorize MACC to commence work and bind the owner, or applicable party, to pay MACC for services rendered and to be rendered. The MACC client agrees to pay the costs of all conservation work not exceeding the above estimated cost by more than ten percent (10%) without the express written approval of the owner or MACC client, and hereby grants MACC a lien on the item to secure payment of such charges. The owner and MACC client hereby grants release to MACC of all claims to make or use images of the item for archival, educational, website or any other publications. All transportation and insurance costs are the responsibility of the MACC client of the item.

Authorized by: _____ **Date:** _____

Print Name: _____ **Title:** _____

The **Midwest Art Conservation Center** uses **Facebook** and other **Instagram** to inform and educate the public on conservation and preservation work. We would appreciate being tagged in any social media posts regarding this project so that we can further share with our constituents. Find on Facebook at **Midwest Art Conservation Center**, and on Instagram **@preserveart**.

Would you like images of this project? _____ **Yes** _____ **No**



Midwest Art Conservation Center

2400 Third Avenue South Minneapolis, MN 55404

Owner: Marquette Public Art Commission

Address:

,

Contact: Tiina Morin

Phone:

Project No.: 23.17444.1

Artist:

Title: Public Art Survey

Medium:

Dimensions:

Marks:

Project Report

OVERVIEW:

On October 10, 2023, MACC conservators Courtney Murray and Alexa Beller examined eleven artworks in the Marquette Public Art Collection. The goal of the survey was to provide the client with current information about the condition of the artworks and their treatment needs. Two paintings in this collection are located in City Hall. All other artworks examined are scattered throughout the city of Marquette.

Outdoor Public Art

Fast Break - Joey Salamon, Ivan Montoya

Father Marquette- Gaetano Trentanove

Father Marquette Park Gateway- Ryan BrayakInadequate framing also categorizes an object as conservation priority two.

Kona Dolomite Bench I- Ryan Brayak

Kona Dolomite Bench II- Ryan Brayak

Lady of the Lake Memorial Statue- Earl Senchuk

Skate Park Bench I- Dale Wedig

Skate Park Bench II- Dale Wedig

Marquette Area Veterans Memorial

Indoor Public Art

Mikwendaagozi - Sherri Loonsfoot

Leon Lundmark - Oil Painting

The conservators completed a survey form for each artwork including condition notes and treatment recommendations. In some cases the recommendation is routine maintenance. In other cases, a larger treatment is recommended. For two artworks, Father Marquette and the painting by Leon Lundmark, full treatment proposals were developed. These will be submitted alongside the survey forms and summary. Each survey form includes four small thumbnail

images. Additional images taken during the survey will be provided to the City along with this report.

SUMMARY OF OBSERVATIONS:

The eleven artworks surveyed are made from a variety of material types. Since materials and display conditions dictate the condition issues observed, the general groups are summarized here.

Two paintings are hung indoors. One is framed; both are unglazed.

One outdoor sculpture is made of painted steel. Four additional sculptures have painted steel elements in addition to other materials (stone, plastic). Two unpainted metal sculptures are in the group, one bronze and one weathering steel. There is one large painted asphalt mural, and finally a composite artwork with glass, stone, and painted copper-alloy elements.

Each object was assigned a conservation priority number between 1 and 4, defined as follows:

- 1. Urgent Treatment: The object requires immediate treatment or intervention to stabilize or arrest ongoing deterioration. The artwork may be structurally unsound, at risk of further significant damage, or represent a potential hazard to visitors/staff.
- 2. Requires Treatment: The object requires treatment to ensure its stability; the treatment may be either major or minor. Sculptures with active corrosion, missing hardware, actively observed flaking, etc. are listed in this category. In addition, sculptures with large graffiti tags or those which require immediate maintenance treatment are included in this group. Inadequate framing also categorizes an object as conservation priority two.
- 3. Cosmetic/Aesthetic Treatment: The appearance of the object could be improved through cosmetic or aesthetic treatment and/or minor structural remediation such as installation of a backing board and/or frame. Poor appearance may make an object inappropriate for exhibition or make interpretation difficult. Note that periodic routine maintenance (e.g. washing, waxing) may be included in this category.
- 4. No Treatment: The object is in stable condition and no interventive treatment is required.

This is the distribution of priorities:

Conservation Priority 1	0	0%
Conservation Priority 2	6	55%
Conservation Priority 3	5	45%
Conservation Priority 4	0	0%

Of those artworks which could benefit from conservation treatment and/or maintenance by a conservator, the work was qualified according to the estimated time it would take. In some situations, projects were purposefully grouped together, as it is most economical to reduce the number of trips taken. As a general workflow and maintenance plan are established, the groupings can be modified or adjusted as appropriate. Rough estimates have been defined and provided on each form.

MAINTENANCE RECOMMENDATIONS

As the outdoor collection grows, it is important to maintain sculptures on an annual basis. It is recommended that the Public Art Commission develop a maintenance plan to ensure each sculpture’s needs are addressed as needed. Maintenance should include condition inspections and washing.

A few notes for general maintenance:

Limit the amount of plant material in direct contact with any work of art. Grass and plants adjacent to outdoor sculpture should be trimmed by hand, not with mowers or weed whackers.

Sprinkler systems should be situated so that water spray does not repeatedly come in contact with the surface of the art: this can lead to staining and development of wear patterns.

Snow removal-- if necessary-- should be done with great care. Shovels and other equipment can cause significant damage. Snow removal is not recommended for *Fast Break*.

For painted sculptures and murals, gathering information about the original paint systems, including color, intended gloss level and applied coatings, is a good first step.

In conversation with Tiina Morin, MACC proposes to provide training on basic washing and paste waxing protocols to a small group of local artists and/or volunteers as part of the first major maintenance treatment that is undertaken, likely Father Marquette.

Conservator: Courtney Murray
Date Completed: 10/19/2023
Client: Marquette Public Art Commission
Project No.: 23.17444.1

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote

Schedule Public Hearing - Single Lot Special Assessment Roll #591

BACKGROUND:

Chapter 40, Sec. 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."

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

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

FISCAL EFFECT:

\$2,246.22 will be added to the summer tax roll.

RECOMMENDATION:

Schedule a Public Hearing for May 28, 2024, to confirm Single Lot Special Assessment Roll #591.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Single Lot Special Assessment Roll #591

CITY OF MARQUETTE - SINGLE LOT SPECIAL ASSESSMENT ROLL #591

PROPERTY	LEGAL DESCRIPTION	SINGLE LOT SPECIAL ASSESSMENT	TOTAL	INVOICE #
#0280900 - 1005 W Kaye Ave. Adam Diedrich 607 Overton St Newport, KY 41071	ASIRE'S ADD LOT - 141	Unpaid charges for: Fire Rental Code Compliance Inspection plus interest, and special assessment fee	\$112.45	19997
#0090730 - 214 Newberry St. Bridget Jaakola 214 Newberry St Marquette, MI 49855	WHITE'S ADDITION LOT 15, BLOCK 11	Unpaid charges for: Mowing Charges plus interest, and special assessment fee	\$205.98	19601
#0361000 - 806 High St. John Geueke 806 High St Marquette, MI 49855	MOORE'S ADD. THE N. 50' OF THE S 100' OF LOT-120	Unpaid charges for: Tree Removal on 4/17/2023 plus interest, and special assessment fee	\$1,712.25	19449
#0300230 - 339 Harrison St. Susan Shaver 339 Harrison St. Marquette, MI 49855	PALMERS ADDITION # 1 COMM AT THE NE COR OF LOT 15 TO A PT 86.5' S OF HARRISON ST TH N'LY 85.6' TO SD ST TH E'LY TO THE POB.	Unpaid charges for: Mowing Charges plus interest, and speical assessment fee	\$215.54	19941
TOTAL SINGLE LOT ASSESSMENT			\$2,246.22	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

Consent Agenda - Roll Call Vote
Senior Millage Renewal Ballot Language - Roll Call Vote

BACKGROUND:

In 2011 and 2015 and 2020, the City Commission approved a five-year inclusive senior millage ballot proposal, which the electorate subsequently approved. The Community Services staff, charged with developing a senior millage renewal ballot proposal for submission to electorate at the August 6, 2024 election, as authorized by law, submits the following ballot language for the City Commission's consideration:

The Senior Millage Renewal will allow the City of Marquette to continue to provide services for those 60 years and older through the City of Marquette Senior Center.

Shall the City of Marquette, Marquette County, Michigan be authorized to levy .3500 of one mill (\$0.35 per \$1,000) on the taxable value of all real and personal property within the City of Marquette for a period of five years (2024-2028 inclusive) in order to provide quality services to Marquette City residents age 60 and older. This millage will generate approximately \$258,890 in the first year.

YES_____ NO_____

The ballot language was reviewed and approved by the City Clerk. Once approved by the City Commission, it will be submitted to the County Clerk for review and placement on the ballot for the August 6, 2024 election.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt the Resolution to submit the ballot language for the August 6, 2024 election for dedicated millage renewal to operate the Marquette Senior Center, and authorize the Mayor and Clerk to sign the Resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Millage Resolution
- ▢ Ballot Language



Resolution

Resolution to submit the Ballot Language for the August 6th, 2024, Primary Election for Dedicated Millage Renewal to Operate the Marquette Senior Center

WHEREAS, ballot language for local proposals to be presented at the August election must be submitted to local and county clerks by May 14, 2024; and,

WHEREAS, during the 2023-2024 budget process the City of Marquette endorsed the concept of renewing a dedicated millage for the operation of the Marquette Senior Center; and,

WHEREAS, MCL 400.576 provides the City Commission with the authority to pursue a dedicated Senior Millage Renewal; and,

WHEREAS, the Community Services Staff has thoroughly reviewed the operating cost of the Marquette Senior Center; and,

WHEREAS, the Community Services Staff has determined that the optimum millage for operation of the Marquette Senior Center to be 0.35 mills;

NOW, THEREFORE BE IT RESOLVED, that the Marquette City Commission hereby submits the following ballot language question on August 6th, 2024 Election:

The Senior Millage Renewal will allow the City of Marquette to continue to provide services for those 60 years and older through the City of Marquette Senior Center.

Shall the City of Marquette, Marquette County, Michigan be authorized to levy .3500 of one mill (\$0.35 per \$1000) on the taxable value of all real and personal property within the City of Marquette for a period of five (5) years (2024– 2028 inclusive) in order to provide quality services to Marquette City residents age sixty (60) and older. This millage will generate approximately \$258,890 in the first year.

YES _____ **NO** _____

Sally Davis, Mayor

Kyle Whitney, City Clerk

Dated this the 13th day of May, 2024.



Senior Millage Proposal: City of Marquette

**August 6th, 2024
Ballot Language**

City of Marquette Senior Millage Renewal

The Senior Millage Renewal will allow the City of Marquette to continue to provide services for those 60 years and older through the City of Marquette Senior Center.

Shall the City of Marquette, Marquette County, Michigan be authorized to levy .3500 of one mill (\$0.35 per \$1000) on the taxable value of all real and personal property within the City of Marquette for a period of (5) years (2024– 2028 inclusive) in order to provide quality services to Marquette City residents aged sixty (60) and older. This millage will generate approximately \$258,890 in the first year.

YES _____ NO _____



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

New Business

Proclamation - National Public Works Week

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation National Public Works Week

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

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

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

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

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and,

NOW THEREFORE, the Mayor and City Commission of the City of Marquette, hereby designate the week of May 19–25, 2024 as National Public Works Week, and urge all citizens to join with representatives of the American Public Works Association and government agencies in paying tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED this 13th day of May, 2024.

Sally Davis, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

New Business

Proclamation - Arbor Day 2024

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation Arbor Day 2024



PROCLAMATION ARBOR DAY 2024

WHEREAS, the first Arbor Day celebration was held on April 10, 1872, through the efforts of J. Sterling Morton, who realized that trees beautify the countryside and help reduce the erosion of precious topsoil; and,

WHEREAS, trees in our communities improve environmental quality, increase property values, enhance the economic vitality of business areas, and improve our quality of life; and,

WHEREAS, the City of Marquette has recognized the value of trees in our community and has adopted the U.S. Mayors Climate Protection Agreement, which promotes urban forest restoration projects; and,

WHEREAS, because of Marquette's efforts to improve our community forest, the City has been named a TREE CITY USA for 43 consecutive years; and,

WHEREAS, Teufel Hunden Tree Care LLC has donated an Arbor Day tree, and the American Transmission Company has provided a \$350 grant, for 2024 to fund an Arbor Day tree planting in Marquette; and,

WHEREAS, representatives from Teufel Hunden Tree Care LLC along with members of the American Legion Post 44 will assist City personnel with the planting of a Sienna Glen maple tree in Harlow Park located at 600 West Washington Street at 10:00 a.m. on Friday, May 17th;

NOW, THEREFORE I, Sally Davis, Mayor of the City of Marquette, do hereby proclaim Friday, May 17, 2024, as Arbor Day in the city of Marquette and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 13th day of May 2024.

Sally Davis, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/13/2024

New Business

Draft Community Master Plan - Circulate for Public Comment Period - Roll Call Vote

BACKGROUND:

On Tuesday, May 7, the Planning Commission discussed and considered the contents of the Community Master Plan draft that had been provided to them during the first week of May. City staff in the Community Development office originally received the draft documents on May 1. After discussion of the draft plan, the Planning Commission made the following motion:

It was moved by S. Lawry, seconded by M. Rayner, and carried 9-0 that the Planning Commission recommends forwarding the current draft of the Community Master Plan to the City Commission for release to the public for the 63-day comment period, with notes that some of the comments submitted by the Planning Commission to the consultant have not been included into this draft and that they should be included with public comments in the final draft document.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the distribution of the draft Community Master Plan for a 63-day public comment period and approve the Resolution for the Right to Approve or Reject adoption of an amended Community Master Plan.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution to adopt or reject CMP_2024



RESOLUTION
City of Marquette
Marquette County, Michigan

**RESOLUTION for the RIGHT to APPROVE or REJECT adoption of an amended
COMMUNITY MASTER PLAN**

At a meeting of the City of Marquette City Commission, located in Marquette County, Michigan, held on May 13, 2024, at 6:00P.M. at City Hall, the City Commission determined that:

WHEREAS the Michigan Planning Enabling Act, P.A. 33, of 2008, requires the Planning Commission to develop and adopt a Master Plan for the City, and the most recent edition of the Community Master Plan (CMP) was adopted on October 9, 2018; and

WHEREAS the Planning Commission acted to amend the CMP in October, 2022 and in that month Notices of Intent to amend the Community Master Plan were sent to all required entities and other governmental agencies, consistent with the provisions of the Michigan Planning Enabling Act, P.A. 33, of 2008; and

WHEREAS the Planning Commission has worked with a consultant to draft a comprehensive amendment to the Community Master Plan (the May 2024 draft *Community Master Plan* and *Community Master Plan Supplemental Report*), and

WHEREAS the Planning Commission has, at their meeting held on May 7, 2024, requested that the City Commission act to allow the 2024 Draft Community Master Plan be circulated to the public and to all required entities and other governmental agencies, consistent with the provisions of the Michigan Planning Enabling Act, P.A. 33, of 2008, for public examination and comment, and

WHEREAS the City Commission may, per P.A. 33, of 2008, take action to adopt a resolution asserting the right to approve or reject the 2024 Draft Community Master Plan after the comment period ends and after the Planning Commission holds a hearing to adopt the CMP amendment,

NOW THEREFORE, BE IT RESOLVED, that the City of Marquette City Commission, on this 13th day of May 2024, hereby adopts this Resolution to assert the right to approve or reject the Planning Commission's adoption of the 2024 Draft Community Master Plan after the comment period ends and after the Planning Commission holds a hearing to adopt the CMP amendment.

Roll Call Vote:

Ayes:

Nays:

Absent:

Date