



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

Monday, May 24, 2021

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Certificate of Appreciation – City Manager Mike Angeli
2. Arts and Culture Advisory Committee, by Chair Walt Lindala

Public Hearing(s)

3. Public Hearing-Single Lot Special Assessment Roll #588 - Roll Call Vote
4. Public Hearing for the Duke LifePoint Marquette General Replacement Hospital Brownfield Plan Amendment- Roll Call Vote

5. Consent Agenda - Roll Call Vote

- 5.a. Approve the minutes of the May 10, 2021 regular Commission meeting.
- 5.b. Approve the total bills payable in the amount of \$762,071.87
- 5.c. Juneteenth - Special Event Permit
- 5.d. Resolution of Support for Emergency Declaration and Exercise of Emergency Powers - Roll Call Vote
- 5.e. Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote
- 5.f. Shiras Drive and Newberry Street Reconstruction, Street Improvements and Maintenance, and Sanitary Laterals Replacement Projects
- 5.g. Water Filtration Plant Roof Shingle Replacement
- 5.h. W. Washington Street 100 Block Streetscape and Sidewalk Replacement and Repair Projects Cost Adjustment

Unfinished Business

6. Discussion - Savings Bank/Brownfield Vault Project
7. Founders Pile Reuse - Construction Contract

New Business

8. Appointment of Director- Financial Services
9. Appointment of Interim City Manager
10. Appointment of New City Manager
11. Presque Isle Park - Food Truck Resolution - Roll Call Vote
12. Renaming - John "Jack" Reynolds Athletic Complex
13. WE Energies Waiver and Property Transfer

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Public Hearing(s)

Public Hearing-Single Lot Special Assessment Roll #588 - Roll Call Vote

BACKGROUND:

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

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 on the attached list have received notification of the time and place of the hearing in accordance with Section 40-21 of the City Code.

Tonight's Public Hearing was scheduled during the Commission's regular meeting of May 10, 2021.

FISCAL EFFECT:

\$420.13 plus accruing interest and penalties.

RECOMMENDATION:

Following the Public Hearing, confirm Single Lot Special Assessment Roll #588, and authorize the Mayor to sign the Warrant.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Single Lot Special Assessment Roll #588
- ▣ Warrant

CITY OF MARQUETTE - SINGLE LOT SPECIAL ASSESSMENT ROLL #588

Property	Legal Description	Single Lot Special Assessment	Total
Parcel #0190740 Peter Meldrum 414 S Seventh St Marquette, MI 49855 Property address: 539 W Ridge St	HARLOW'S ADD. #1 THE W. 25' OF LOT-10, BLOCK-10	Unpaid charges for: Invoice #13793 Fire Rental Code Compliance Inspectoin plus interest, and special assessment fee	\$112.12
Parcel #0520470 Debra Scott 800 LaSalle Marquette, MI 49855 Property address: 207 W Nicolet Blvd	SHIRAS HILLS SUBDIVISION #1 LOT-47, EXCLUDING THAT PART OF LOT-47 SHIRAS HILLS SUB. #1 DESC. AS COMM. AT THE S.E. COR. OF LOT-47; TH. N. 85 DEG. 29'40" W., 87.44' ALONG THE S. LIN OF LOT-47 TO THE P.O.B.; TH. CONT. N. 85 DEG. 29'40" W., 41.00' ALONG SAID S. LINE; TH. N. 04 DEG. 30'20" E., 4.00'; TH. S. 85 DEG. 29'40" E.; TH. S. 04 DEG. 30'20" W., 4.00' TO THE P.O.B.	Unpaid charges for: Invoice #14760 Fire Rental Code Compliance Inspection plus interest, and special assessment fee	\$127.67
Parcel #0180820 Jesse Wright 1020 Co Rd 480 Marquette, MI 49855 Property address: 521 High St	JOHN BURT'S ADD. LOT-2, BLOCK-6	Unpaid charges for: Invoice #0180820 Fire Rental Code Compliance Inspection plus interest, and special assessment fee	\$180.34
TOTAL SINGLE LOT ASSESSMENT			\$420.13

WARRANT

FOR THE COLLECTION OF SPECIAL ASSESSMENT TAXES

To the Treasurer of the City of Marquette, Michigan:

The Commission of the City of Marquette, Michigan, having on the TWENTY FOURTH day of MAY 2021 duly completed and confirmed Special Assessment Roll No. 588 hereto annexed, the same being for special assessment taxes covering the total cost of construction of the following described public improvement, to-wit:

2021 SINGLE LOT SPECIAL ASSESSMENT ROLL #588

TOTAL ROLL \$420.13

You are Hereby Commanded to collect from the several persons named in said Special Assessment Roll the several sums mentioned in said roll opposite their respective names, together with lawful collection fees, interest and charges, and to hold the same subject to the order of the Commission of said City of Marquette. And in case any person or persons named in assessment roll shall neglect or refuse to pay his said assessment tax, you are hereby authorized and directed to levy said assessment tax and lawful fees, interest and charges, by distress and sale of the goods and chattels of such person or persons.

And you are further commanded to make due returns to the Commission of the said City of Marquette, and for so doing this shall be your sufficient warrant.

IN WITNESS WHEREOF, we have hereunto set our hands at the City of Marquette, Marquette County, Michigan this _____ day of _____, A.D. _____

Jennifer Smith, Mayor

Miles Anderson
Assessor of the City of Marquette, Michigan

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Public Hearing(s)

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

BACKGROUND:

An amendment to the DLP Marquette General Replacement Hospital Brownfield Plan is proposed to support the development of the new Beacon House facility on the Brownfield Eligible Property of the DLP Brownfield Plan. This public hearing was scheduled at the May 10, 2021 City Commission meeting.

As there is no balance in either the DLP or City Brownfield Eligible Activity budget, the Eligible Activity budget must be amended to reallocate the \$450,000 estimate for the Beacon House from either the Local Brownfield Fund or from interest. An additional allocation of \$10,000 was included for Work Plan Approval and Implementation, for a total of \$460,000. The allocated is proposed to be taken from the interest line item, which is anticipated to be lower than estimated, given the quicker payback for Eligible Activities and lower bond interest rates.

The Amendment proposes to transfer the allocation provided in the original Brownfield Plan from interest or, if necessary, from the Local Brownfield Revolving Fund to provide for reimbursement of Environmental Eligible Activities in an amount not-to-exceed \$150,000 and Non-Environmental Eligible Activities in an amount to exceed \$300,000, plus \$5,000 for Brownfield Plan Development and approval.

The Brownfield Plan Amendment was presented to and approved by the Marquette Brownfield Redevelopment Authority at their February 18, 2021 meeting for review and approval.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt the resolution approving the DLP Marquette General Replacement Hospital Brownfield Plan Second Amendment for the Beacon House, and authorize the Mayor and Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Amended Brownfield Plan (Marked Up)
- ▣ Amended Brownfield Plan (Clean)
- ▣ Resolution



**Amended Brownfield Plan
DLP Marquette General Replacement Hospital
City of Marquette, Marquette County, Michigan**

Original: October 2014

First Amendment: August 2017

Second Amendment: March 2021

**Approved by Marquette
Brownfield Redevelopment Authority: ~~July 27, 2017~~ February 18, 2021**

Public Hearing: ~~August 28, 2017~~ March 22, 2021

**Approved by Marquette City
Commission: ~~August 28, 2017~~ March 22, 2021**

**Brownfield Plan
DLP Marquette General Replacement Hospital
Marquette, Michigan**

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Figures

Figure 1 - Eligible Property Location Map
Figure 2 - Eligible Property Boundaries
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PROJECT SUMMARY

DLP Marquette General Hospital and the City of Marquette are collaborating in the redevelopment of former Soo Line Roundhouse / Marquette Municipal Service Center property for a new Replacement Hospital. The Roundhouse / MSC Site is approximately 37 acres situated within the boundaries of Marquette, Michigan located between W. Washington Street and U.S. Highway 41 and between South 7th Street and South McClellan Avenue. The Replacement Hospital ~~has not yet been designed, but is estimated to have been opened in April 2019 and~~ includes an acute-care hospital of approximately 516,000 square-feet, a Medical Office Building of approximately 160,000 square-feet and a parking deck ~~currently estimated to be between 500 and 750 spaces.~~

In addition to the Replacement Hospital, the development ~~will~~ also include relocation of the existing City Municipal Service Center, infrastructure improvements including a roundabout on the US 41 bypass, realignment of Baraga Street, intersection improvements at Seventh and W. Spring Streets, improvement to McClellan Avenue, public water, sewer and electrical infrastructure improvements to accommodate and facilitate the redevelopment.

The First Amendment increased the Non-Environmental Eligible Activity budget to the DLP Brownfield Plan for Infrastructure that directly benefits the Eligible Property. This ~~Second Amended Brownfield Plan~~ increases the Environmental and Non-Environmental Eligible Activity budget for ~~Infrastructure that directly benefits the Eligible Property~~ the development of the Beacon House on a parcel of the Eligible Property. Revenues to reimburse these additional costs will be derived from Local Brownfield Tax Increment Financing (TIF) revenues based on the increased incremental taxes generated by the additional private investment. The increase in Eligible Activity budget will be offset by equal reductions in interest due to lower actual public infrastructure bond interest rates or quicker than anticipated reimbursement due to higher than estimated private investment or equal reductions in the estimated capture for the Local Brownfield Revolving Fund. As a result, there is no net impact to taxing jurisdictions for the ~~these~~ Amended Brownfield Plan Amendments.

Project Name:	DLP Marquette General Replacement Hospital
Project Location:	The Eligible Property is located at the northwest corner of Baraga and Seventh Streets in Marquette, Michigan with the Parcel Identification Numbers 0240010, 0514071, 0130100. <u>The Beacon House property was split from the parent parcel with a Parcel Identification Number #0514075.</u>
Type of Eligible Property:	Part 201 Facility
Eligible Activities:	Baseline Environmental Assessment, Due Care, and Additional Response Activities, Lead and Asbestos Abatement, Demolition, Site Preparation, Infrastructure, Relocation of Public Facilities for Economic Development
Eligible Activity Costs: (excluding interest costs)	~~\$41,221,000~~ — <u>\$41,681,000</u>
Years to Complete	
Eligible Activities Payback:	<u>Private Eligible Activities 13 Years, Public Eligible Activity Bonds 20-21 Years</u> ~~Local, 24 Years State~~
Estimated Investment:	~~\$170-350~~ million

Annual Tax Revenue**Before Project:** \$0**Estimated Annual Tax****Revenue in First Year****After Project Obligation:** \$5,330,580

AMENDED BROWNFIELD PLAN SECOND AMENDMENT**DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN****MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY****Introduction**

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax-reverted, blighted, functionally obsolete or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the Brownfield Redevelopment Authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The state must approve the Eligible Activities if state taxes are to be captured.

The Marquette City Commission established the Marquette Brownfield Redevelopment Authority under the procedures required under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998.

The Brownfield Plan is for the Duke LifePoint Marquette General Replacement Hospital in the City of Marquette, Marquette County, Michigan, consistent with Act 381. The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors. The Brownfield Plan includes ~~MDEQ~~EGL Environmental Eligible Activities and MSF ~~Developmental~~Non-Environmental Eligible Activities.

This ~~Amended~~ Brownfield Plan Second Amendment increases the Eligible Activity budget ~~for Infrastructure that directly benefits the Eligible Property to provide for Environmental and Non-Environmental Eligible Activities for the development of Beacon House and to reduce the Interest line item back to the original Brownfield Plan budget.~~ Revenues to reimburse these additional costs ~~for the Beacon House~~ will be derived from Local Brownfield Tax Increment Financing (TIF) revenues based on the increased incremental taxes generated by the additional private investment. The increase in Eligible Activity budget will be offset by equal reductions ~~in the estimated local capture for the Local~~

~~Brownfield Revolving Fund~~ in interest costs for Eligible Activities. As a result, there is no net impact to taxing jurisdictions for this Amended Brownfield Plan.

Public Purpose - MCL 125.2664(1):

The redevelopment of the former Soo Line Roundhouse and City Municipal Services Center into the DLP Marquette General Replacement Hospital ~~has resulted in is anticipated to include~~ over \$~~170-350~~ million of investment on underutilized contaminated property in downtown Marquette that currently generates no tax revenue. The hospital and medical facilities will provide jobs, increase tax base, stimulate additional private and public investment, and create a major regional medical center in downtown Marquette.

The project will significantly add to the local and state tax base. When completed, property taxes are estimated to total over **\$5.3 million** per year (following the retirement of Brownfield obligations) with over 47.5% of these revenues going to the State of Michigan and 52.5% to local taxing jurisdictions.

~~Currently, t~~The proposed Eligible Property ~~is was~~ publicly owned and generateds no property taxes.

Description of Project and Plan Costs - MCL 125.2663(1)(a):

The former Soo Line Roundhouse and City Municipal Services Center is a thirty-seven acre property comprised of three parcels owned by the City of Marquette, located at the northwest corner of Baraga and Seventh Streets in downtown Marquette. The City of Marquette and Duke LifePoint ~~are collaborating~~ collaborated in the redevelopment, with the acquisition of the City property by Duke LifePoint, relocation of the current City Municipal Services Center, and development of a 280 bed regional medical center and 160,000 square feet of medical offices to support the hospital and community.

The location of the new regional medical center in this location ~~will~~ continues transformational development in the western portion of downtown Marquette and is anticipated to spur significant spin-off development of adjacent properties of the West Washington Street corridor, an underutilized area of downtown Marquette.

The Project ~~will be developed in~~ cludes four phases: The first phase ~~will be~~ was the relocation of the City Municipal Services Center, an Eligible Activity under Act 381. The City Municipal Services Center (MSC) includes the offices, facilities, and operations for the City's water, sewer, and streets

departments. The development of the regional medical center is not possible without the relocation of the MSC. The second phase ~~will be~~ the demolition of MSC and associated buildings, environmental remediation, and site preparation. The former Soo Line Roundhouse property is a Part 201 Facility, with significant and widespread contamination and unstable soils, and will require extensive work to address these site challenges. The third phase ~~will be~~ the development of a 516,000 square foot Replacement Hospital and an 80,000 square foot Medical Office Building, along with the road and infrastructure improvements needed for the Replacement Hospital. The fourth phase will be the development of a second medical office building of 80,000 square feet. When completed, the project will include over 600,000 square feet and represent over ~~\$170-~~350 million in private investment.

The ~~proposed~~ development includes ~~a~~ provision for a Commercial Redevelopment Act (Act 255, PA 1974) abatement of 50% of local taxes and the School Operating Tax for a period of twelve years, which is estimated to provide a local contribution of over \$11 million and State contribution of over \$7.5 million.

The project also includes a cooperative arrangement with Beacon House, which provides housing for those with family members in the hospital, ~~DLP has transferred to lease~~ approximately ~~two~~ 1.8 acres on the eastern portion of the property ~~to Hospitality House of Upper Peninsula~~ for ~~the construction of a new~~ Beacon House ~~to construct a new facility~~. ~~While~~ Beacon House is a non-profit entity and the ~~land and~~ facility will not be subject to property taxes, ~~the land will remain in DLP ownership and will be subject to property taxes~~. This area did not anticipate development, so there will ~~be no net~~ ~~effect~~ minimal effect on available Brownfield TIF revenues. Beacon House will incur Environmental and Non-Environmental Eligible Activity costs that are proposed to be reimbursement through this Brownfield Plan Second Amendment.

MDEQ-EGLE Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities, including Phase I and Phase II Environmental Site Assessments, Baseline Environmental Assessment;
- Due Care Activities including additional investigation, Due Care Plan, installation of protective barriers, and removal of contaminated soil during development; and

- Additional Response Activities including evaluations, interim responses activities, and dial action.

MSF ~~Developmental~~ Non-Environmental Eligible Activities include:

- Lead and Asbestos Abatement
- Site and Building Demolition
- Site Preparation;
- Infrastructure, including road improvements, pedestrian facilities, and utility upgrades to serve the new development and adjacent properties; and
- Relocation of Public Facilities for Economic Development Purposes.

Other Eligible Activities include:

- Brownfield Plan and Act 381 Work Plan development and approval; and
- Administrative and operating costs of the MBRA with local tax capture only.

Summary of Eligible Activities - MCL 125.2663(1)(b):

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of ~~MDEQ-ELGE~~ Environmental Eligible Activities and MSF Non-Environmental Activities.

SUMMARY OF MAXIMUM ELIGIBLE COSTS CITY/DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL					
		Budget	First	Budget	Second
EGLE Environmental Eligible Activity Costs Maximum		Adjustment	Amendment	Adjustment	Amendment
Baseline Environmental Activities	Original \$110,000		\$110,000	\$10,000	\$120,000
Due Care Activities	<u>\$3,890,000</u>		<u>\$3,890,000</u>	\$140,000	\$4,030,000
Subtotal	\$4,000,000		\$4,000,000		\$4,150,000
Interest (5% at 20 years)	\$2,335,575		\$2,335,575	(\$155,000)	\$2,180,575
Work Plan Review & Approval, MBRA					
Admin/Operating Costs	<u>\$210,000</u>		<u>\$210,000</u>	\$5,000	\$215,000
EGLE ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL	\$6,545,575		\$6,545,575	\$0	\$6,545,575
MSF Developmental Eligible Activity Cost Maximum					
Lead/Asbestos Abatement, Demolition	\$300,000		\$300,000		\$300,000
Site Preparation	\$3,175,000		\$3,175,000	\$300,000	\$3,475,000
Infrastructure					
Road Subtotal	\$9,700,000	\$682,650	\$10,382,650		\$10,382,650
Contingency		\$800,000	\$800,000		\$800,000
			\$11,182,650		\$11,182,650
McClellan Avenue Improvements		\$770,000	\$770,000		\$770,000
Right of Way Realignment	\$1,500,000	(\$850,000)	\$650,000		\$650,000
Whetstone Creek Monitoring		\$190,000	\$190,000		\$190,000
Bond Issuance Costs		\$428,350	\$428,350		\$428,350
Electric Power Service Upgrades	\$800,000		\$800,000		\$800,000
Water and Sewer Service Upgrades	\$1,125,000		\$1,125,000		\$1,125,000
Washington Street Access	\$600,000		\$600,000		\$600,000

SECOND AMENDMENT: August 28, 2017 March 22, 2021**Marquette Brownfield Redevelopment Authority**

Relocation of Public Facilities for Economic Development	<u>\$18,000,000</u>		<u>\$18,000,000</u>		<u>\$18,000,000</u>
Subtotal	\$35,200,000	\$2,021,000	\$37,221,000	\$300,000	\$37,521,000
Interest (5% at 20 years)	\$20,553,061	\$1,180,049	\$21,733,110	(\$305,000)	\$21,428,110
Work Plan Review & Approval, MBRA					
Admin/Operating Costs	<u>\$210,000</u>	<u>\$10,000</u>	<u>\$220,000</u>	<u>\$5,000</u>	<u>\$225,000</u>
MSF DEVELOPMENTAL ELIGIBLE ACTIVITY TOTAL	\$55,963,061	\$3,211,049	\$59,174,110	\$0	\$59,174,110
TOTAL ELIGIBLE ACTIVITIES	\$62,508,636		\$65,719,685		\$65,714,685
LOCAL SITE REMEDIATION REVOLVING FUND	\$15,234,391	(\$3,211,049)	\$12,023,342		\$12,023,342
CITY DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL	\$77,743,027		\$77,743,027	\$0	\$77,738,027
STATE BROWNFIELD FUND	\$5,389,630		\$5,168,659		\$5,168,659

MDEQ-EGLE Environmental Eligible Activities

1. **Baseline Environmental Assessment:** The work scope is to conduct Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and prepare Baseline Environmental Assessments to provide an exemption for Duke LifePoint and assigns from environmental liability for pre-existing contamination.

A. **Phase I ESA:** A Phase I ESA will be conducted for all parcels proposed for acquisition by DLP from the City, consistent with ASTM Standard E1527-13. The Phase I ESA will include a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). A Phase I report will be provided with full documentation of the research and identification of any RECs. [A separate Phase I ESA has been conducted for Beacon House.](#)

B. **Phase II ESA:** Historical use of the Site for railroad operations has resulted in contamination with hazardous substances above the [MDEQ-EGLE](#) Part 201 Generic Residential Cleanup Criteria (GRCC). Previous environmental investigations have identified GRCC exceedances of metals and Volatile Organic Compounds (VOCs) in soil and/or groundwater. As a result, the property is considered a "Facility" under Part 201 of Act 451, P.A. 1994 as amended. Phase II assessment activities are proposed to support preparation of BEAs. The specific scope of the Phase II assessments will depend on the known and expected contamination in the area to be redeveloped and the nature of the specific redevelopment. [A separate Phase II ESA was conducted for Beacon House.](#)

- C. Baseline Environmental Assessment: The subject property has been identified as a “Facility” based on the findings of previous environmental investigations conducted on the property. These findings, as well as the results of any supplemental investigation, will be used to prepare Baseline Environmental Assessments (BEAs) for Duke LifePoint and assigns for the Eligible Property. The BEA will be completed in general accordance with the Michigan Department of Environmental Quality’s (MDEQ’s) “*Contents of BEA Report*,” dated April 2011. [A separate BEA was prepared for Beacon House and submitted to EGLE.](#)
2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. There are three primary due care activities proposed under this Brownfield Plan:
- A. Phase II ESA Investigation: Due to the historical presence of contaminated soil and groundwater on the Eligible Property, additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.
- B. Due Care Plan Preparation: Following the completion of the Phase II ESA and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Due Care Plan. The Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of Contamination, if necessary. In addition, an Environmental Construction Management Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations.
- C. Due Care Exposure Pathway Mitigation: The Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include: soil remediation; developing and implementing a soils management plan to safely relocate soils on the property; engineered barriers to prevent direct contact with soils or vapors; and/or institutional controls.

Other Activities

Brownfield Plan and Work Plan: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between ~~MDEQEGLE~~ Environmental Eligible Activities and MSF ~~Developmental~~ Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities. These costs are split between ~~MDEQEGLE~~ Environmental Eligible Activities and MSF ~~Developmental~~ Non-Environmental Eligible Activities.

Interest: Eligible Activities undertaken by Duke LifePoint will be privately financed and Eligible Activities undertaken by the City will be financed through a bond issue. For the purposes of the Brownfield Plan financial analysis, interest is estimated at 5% for 20 years.

The following tables estimate the costs for Eligible Activities to be funded by tax increment revenues.

Estimated Cost of MDEQEGLE Eligible Environmental Activities

<u>MDEQEGLE</u> Environmental Eligible Activities	Estimated Cost
Baseline Environmental Assessment	~~\$110,000~~ <u>120,000</u>
Due Care Activities	~~\$3,890,000~~ <u>4,030,000</u>
Eligible Activities Subtotal	~~\$4,000,000~~ <u>\$4,150,000</u>
Interest	~~\$2,335,575~~ <u>2,180,575</u>
Work Plan Development and Review Cost	~~\$10,000~~ <u>15,000</u>
Brownfield Authority Administrative and Operating Cost	\$200,000
<u>MDEQEGLE</u> Environmental Eligible Activities Total	\$6,545,575

MSF Developmental Non-Environmental Eligible Activities

1. *Lead and Asbestos Abatement:* NESHAP regulations require a lead and asbestos survey prior to demolition of commercial buildings to demonstrate Potential Asbestos Containing Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected. The scope of work includes lead and asbestos surveys, abatement, contract administration, and air monitoring to prevent a potential exposure to site workers or adjacent residents.
2. *Demolition:* In preparation for site redevelopment, the City Municipal Services building and associated infrastructure will be demolished and removed from the Eligible Property. The scope of work includes engineering specifications, procurement and demolition of buildings, foundations and unusable asphalt and infrastructure.
3. *Site Preparation:* Site preparation will consist of geotechnical engineering, temporary site and erosion control, removal of unsuitable soils and engineered fill, land balancing and grading, geotechnical measures, and an urban stormwater system.
4. *Infrastructure:* Infrastructure will include major road improvements and utility upgrades to accommodate and facilitate the development. Road improvements include the construction of a

roundabout on US 41, realignment of Baraga Street, upgrades to Seventh and Spring Streets, a new bridge spanning US 41.

5. *Relocation of Public Facilities for Economic Development:* The most critical component of the Brownfield Plan and overall project is the relocation of the City's Municipal Service Center (MSC) to provide for an adequate downtown site for the DLP Marquette General Replacement Hospital (DLP MGRH). The DLP MGRH cannot be built without the relocation of the MSC, the City cannot bear the expense of relocating the MSC without both State and Local Brownfield TIF capture, and there are no other adequate sites within the City of Marquette, and certainly not in downtown Marquette. The MSC currently houses the City's engineering and public works offices, as well as mechanical and operations facilities related to water, sewer and streets departments. The City is undergoing an aggressive evaluation process for relocation. Staff has identified internal operational needs, identified and contacted potential local partners for collaborative services, and is evaluating potential sites for a future service center.

Estimated Cost of MSF Eligible ~~Developmental~~Non-Environmental Activities

Eligible Activities	Estimated Cost
Lead/Asbestos Abatement	\$86,000
Demolition	\$214,000
Site Preparation	~~\$3,175,000~~ <u>\$3,475,000</u>
Infrastructure	\$15,746,000
Relocation of Public Facilities for Economic Development	\$18,000,000
MSF Eligible Activities Subtotal	~~\$37,221,000~~ <u>\$37,521,000</u>
Interest	~~\$21,733,110~~ <u>\$20,428,110</u>
Work Plan Development and Review Cost	~~\$20,000~~ <u>\$25,000</u>
Brownfield Authority Administrative and Operating Cost	\$200,000
MSF ~~Developmental~~Non-Environmental Eligible Activities Total	\$59,174,110

Estimate of Captured Taxable Value and Tax Increment Revenues MCL 125.2663(1)(c):

The initial taxable value for the Eligible Property will be set at the taxable value as of the approval date of this Brownfield Plan, anticipated to be October 27, 2014. The initial taxable value established by this Brownfield Plan is based on the taxable value as of December 31, 2013 and is \$0.

The total Eligible Activity cost is ~~\$52,403,650~~\$52,853,650 (combined ~~MDEQ-EGLE~~ Environmental Eligible Activities and MSF Developmental Eligible Activities) plus an estimated ~~\$24,068,685~~\$23,608,685 in interest, for a total of ~~\$76,472,335~~\$76,462,335. The Brownfield Plan also includes ~~\$430,000~~\$440,000 in Work Plan Development and Approval and MBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to \$76,902,335. The overall investment for the Project is estimated at over ~~\$170-350~~ million.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. A Commercial Redevelopment Act abatement of 50% of local taxes and the School Operating Tax for a period of 12 years will represent a local contribution of over \$11 million and a proposed abatement of 50% of a portion of State taxes will represent a contribution of over \$7.5 million. As a result, the allocation for local tax capture for Eligible Activities is reduced in a pro rata share and the allocation for State tax capture is increased accordingly. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. The overall contribution of local taxes is consistent with the ratio of local taxes (52.53%) to State taxes (47.47%).

The revised cash flow analysis for the project indicates payoff of the private Eligible Activity obligation in ~~twenty-thirteen (2013)~~ years from 2016 ~~for Local Tax Capture~~ and ~~twenty-four-one (2421)~~ years for public Eligible Activity bond obligation State Tax Capture, with an additional local tax capture ~~for up to three years~~ and state tax capture in an amount not to exceed that captured to repay the original obligation for ~~MDEQ-EGLE~~ Environmental Eligible Costs for the local brownfield revolving fund, as provided in Section 13(5) of Act 381, P.A. 1996 as amended.

Redevelopment of the property ~~is anticipated to be~~ was in initiated in ~~Spring-Summer~~ 2016, with the relocation of the MSC and construction of the DLP Marquette General Replacement Hospital beginning in Late Summer 2016, ~~with a twenty-six month construction schedule~~ with opening in April

2019. Table 3-2 provides an ~~estimate~~ ~~graphic representation~~ of the tax capture and tax increment revenues. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimated Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes	
2016	\$101,332	\$101,332	
2017	\$264,805	\$264,805	
2018	\$1,298,750	\$1,298,750	
2019	\$2,518,166	\$2,518,166	
2020	\$3,211,789	\$3,361,290	
2021	\$3,410,343	\$3,410,343	
2022	\$3,671,439	\$3,671,439	
2023	\$3,667,294	\$3,667,294	
2024	\$3,678,165	\$3,678,165	
2025	\$3,695,444	\$3,719,418	
2026	\$3,720,824	\$3,773,953	
2027	\$3,748,013	\$3,799,675	
2028	\$3,784,166	\$4,508,660	(1)
2029	\$6,683,470	\$8,414,965	
2030	\$6,754,442	\$8,491,057	

Year	Total Tax Revenues	Captured Taxes	
2031	\$6,830,420	\$5,047,272	(2)
2032	\$6,913,112	\$4,228,093	
2033	\$7,000,225	\$4,174,635	
2034	\$7,091,574	\$4,108,190	
2035	\$7,161,747	\$4,133,728	
2036	\$7,266,466	\$4,142,252	(3)
2037	\$7,681,342	\$0	
2038	\$7,728,477	\$0	
2039	\$7,795,727	\$0	
2040	\$7,875,551	\$0	
2041	\$7,960,195	\$0	
2042	\$8,053,048	\$0	
2043	\$8,151,192	\$0	
2044	\$8,253,392	\$0	
2045	\$8,357,150	\$0	

(1) Private Eligible Activity Ends

(2) LBRF Capture Ends

(3) Public Eligible Activity Bonds End

Method of Financing Plan Costs - MCL 125.2663(1)(d):

~~MDEQEGLE~~ Environmental Eligible Activity Costs and MSF ~~Developmental~~ Non-Environmental Eligible Activity Costs will be financed by the Developer for private Eligible Activities and by the City of Marquette for public Eligible Activities, with reimbursement from Brownfield TIF.

Maximum Amount of Indebtedness - MCL 125.2663(1)(e):

The maximum amount of indebtedness will be ~~\$52,403,650~~52,853,650 plus an estimated ~~\$24,068,685~~23,608,685 in interest costs.

Duration of Brownfield Plan - MCL 125.2663(1)(f):

The duration of the Plan will be the time to capture taxes in an amount equal to the Eligible Activity obligation. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment is expected to be repaid through tax increment financing within ~~20-13~~ years for ~~Local Tax Capture~~private Eligible Activities and ~~24-21~~ years for ~~State Tax Capture~~public Eligible Activity Bonds, with an additional local tax capture ~~for up to three years~~ and state tax capture in an amount not to exceed that captured to repay the original obligation for ~~MDEQEGLE~~ Environmental Eligible Costs for the Local ~~Site Remediation~~Brownfield Revolving Fund.

Estimate of Impact of Tax Increment Financing on Taxing Jurisdictions – MCL 125.2663(1)(g):

Tables 2 and 3 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2. Table 4 presents the allocation of tax capture and the total tax increment for the maximum duration of the plan, 30 years. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The total tax capture is estimated at \$77,743,027, plus an estimated \$5,168,659 for the State Brownfield Fund, for a total capture of \$82,911,687. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over ~~\$5.37.6~~ million per year on into the future.

Legal Description, Location, and Determination of Eligibility - MCL 125.2663(1)(h):

Legal Description: The legal description of the eligible property follows:

Legal Description
PIN: 0240010

SEC 22 & 23 T48N R25W (11 A M/L)
PART OF THE SE 1/4 OF THE NE 1/4 OF SEC 22 & PART OF SW 1/4 OF NW 1/4 OF SEC 23 BEG AT A POINT N00DEG52'26"E 227.88 OF E 1/4 COR OF SEC 22; TH N00DEG52'26"E 298.68'; TH S77DEG31'55"E 431.68'; TH N12DEG12'38"E 330.08'; TH N32DEG54'20"W 33.79'; TH ON A CURVE TO THE LEFT WITH RADIUS 960' LENGTH 148.46' DELTA 08DEG51'37" AND CHORD N78DEG46'23"W 148.31'; TH N83DEG12'12"W 854.1'; TH S00DEG28'48"W 632.07'; TH N88DEG27'25"E 249.65'; TH S77DEG20'20"E 278.88' TO POB.

PIN: 0514071

SEC 22, T48N, R25W (17.75 A M/L)
TWO PARCLES OF LAND LOC DESCRIBED AS FOLLOWS:
PARCLE #1 - PART OF THE SEC 22 COMM AT THE NW COR OF SAID SEC; TH S0DEG23'18"W ALG THE W LN OF

SD SEC 1,527.35' TO A PT ON THE C/L OF US 41 W; TH S50DEG38'02"E ALG SD C/L 138.42' TO A PT OF INT WITH THE C/L OF THE SOO LINE RR R/W; TH S79DEG39'49"E 213.34' TO A PT; SD PT BEING THE WESTERN MOST COR OF LOT 1 OF MARQUETTE INDUSTRIAL PARK; TH S67DEG56'38"E 987.6' TO THE N R/W LN OF US 41 W; TH S81DEG53'32"E 2,222.76' ALG SD R/W LN TO THE SE COR OF SD IND PARK; TH N0DEG10'42"E 66.64' TO THE POB; TH N0DEG10'42"E 376.6'; TH S85DEG47'35"E 1,049.54'; TH ALG THE ARC OF A CURVE TO THE RIGHT 99.62' WITH A RAD OF 694.35' AND A LONG CHORD BEARING S55DEG42'34"E 99.53'; TH S51DEG35'58"E 178.70'; SD LN BEING PAR TO AND 20' SW'LY FROM THE C/L OF THE SOO LINE YARD TRACK LEADING TO THE PREV ENGINE HOUSE; TH S0DEG10'42"W 313.34' TO A PT ON THE N LN OF A ROADWAY ESMT ON W BARAGA AVE; TH N81DEG53'32"W 1,282' TO THE POB. (11.88 A M/L)

PARCLE #2 - A PARCLE PURCHASED FROM THE WISC CENT LTD RR CO LOC IN LIBER 391, PAGE 443, IN THE S 1/2 OF THE NE 1/4 OF SEC 22, COMM AT THE NW COR OF SD SEC 22; TH S00DEG23'18"W ALG THE W LN OF SEC 22 1,527.35' TO A PT ON THE C/L OF US 41 W; TH S50DEG38'02"E ALG SD C/L 138.42' TO A PT OF INT WITH THE C/L OF THE WISC CEN R/W; TH S79DEG39'49"E 213.34' TO A PT, SAID PT BEING THE WESTERN MOST COR OF LOT 1 OF THE MQT IND PARK; TH S67DEG56'38"E 987.60' TO A PT ALG THE S LN OF SD IND PARK ALSO BEING THE N R/W LN OF US 41; TH S81DEG53'32"E 2,222.76' ALG SD R/W LN TO THE SE COR OF THE IND PARK; TH N0DEG10'42"E 66.64' TO A PT ON THE N R/W LN OF BARAGA AVE; TH N00DEG10'42"E 376.60' ALG THE E LN OF LOT 25 TO THE POB; TH S85DEG47'35"E 1,049.54' ALG AN EXT OF THE N'LY LN OF SD IND PARK; TH ALG THE ARC OF A CURVE TO THE RIGHT 99.62' RADIUS OF 694.35' AND A LONG CHORD BEARING S55DEG42'34"E 99.53'; TH S51DEG35'58"E 178.70' SD LN BEING PARR TO AND 20' SW'LY FROM THE C/L OF MAIN TRACK LINE LEADING TO THE ROUND HOUSE; TH N00DEG10'42"E 340' M/L TO A PT ON A LINE PARR TO AND OR CONCENTRIC WITH AND 30' NORMALLY DIST S'LY FROM THE C/L OF THE EXISTING MAIN LINE TRACK; TH W'LY ALG SD LAST PARR AND/OR CONCENTRIC LINE 1,265' M/L TO A PT ON THE NE COR OF A PAR OF LAND CONVEYED TO C WAYNE PREMEAU; TH S'LY IN A STRAIGHT LINE ALSO ALONG THE E LINE OF PREMEAU PROPERTY 188' M/L/ TO THE POB. (5.87 A M/L)

PARCEL #1 = 11.88 AC.

PARCEL #2 = 5.87 AC.

TOTAL = 17.75 AC.

(CITY ACCT # 632-490-920.1555)

PIN: 0130100

THAT PART OF LOT-99 IN BALDWIN'S ADDITION AND THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION # 22 T48N R25W WHICH LIES W'LY OF GROVE ST. AND WHICH LIES N.E.'LY OF A LINE 140' N.E.'LY MEAS. AT RIGHT ANGLES AND PARR. TO A LINE DESC. AS: BEG. AT A PT. ON THE E. LINE OF SEC. 22, WHICH IS N. 00 DEG. 35' 18" W. A DIST. OF 1774.99' FROM THE S.E. COR. OF SAID SEC. #22 TH. N. 40 DEG. 26' 02" W. A DIST. OF 500' TO A PT. OF ENDING. EXC. THAT PART OF SAID LOT-99 DESC. AS: BEG. AT A PT. ON THE S. LINE OF FISHER ST., WHICH IS 149'-10" FROM THE INT. OF THE W'LY LINE OF GROVE ST. WITH THE S. LINE OF FISHER ST.; TH. S. 60'; TH. E. TO A PT. ON THE W'LY LINE OF GROVE ST. WHICH IS S'LY 60' FROM THE INT. OF THE W'LY LINE OF GROVE ST. WITH THE S. LINE OF FISHER ST.; TH. N'LY ALONG THE W. LINE OF GROVE ST. 60' TO SAID INT.; TH. W'LY ALONG SAID S. LINE OF FISHER ST. 149'-10" TO THE P.O.B. A PARCEL LOC. IN THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 22 T48N R25W DESC. AS FOLL: BEG. AT A PT. ON THE S.E. COR. OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 22; TH. N'LY ALONG THE E. LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 22 135.2+- TO A PT. ON THE S. LINE OF BARAGA AVE. SAID PT. ALSO BEING ON THE S. LINE OF A 66' WIDE ESMT. FOR HWY. PURPOSES AS GRANTED BY THE SOO LINE R.R. CO. TO THE CITY OF MARQUETTE. TH. W'LY ALONG THE S. LINE OF SAID ESMT. 940+- TO A PT. ON THE N. R.O.W. LINE OF U.S. 41, TH. S.E.'LY ALONG THE LAST SAID N. R.O.W. LINE 280+- TO A PT. ON THE S. LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 22; TH. E'LY 685+- TO THE P.O.B. (CITY ACCT. # 555-561-920.1555 STORMWATER)

HOMESTEAD ADD. LOT-1 AND THE N. 1/2 OF LOT-6, ALL OF LOTS-7 THRU 13, ALSO THAT PART OF LOTS-14 THRU 18 LYING N. OF A LINE 100' N'LY AND PARR. TO A LINE DESC. AS BEG. AT A PT. ON THE E. LINE OF SEC. 22 WHICH IS N. 00 DEG. 35' 18" W. 1774.99' FROM THE S.E. COR. OF SEC. 22, TH. N. 40 DEG. 26' 02" W. 620.44', TO THE PT. OF CURVATURE OF A 1909.86' RADIUS CURVE TO THE LEFT (CHORD BEARING N. 61 DEG. 09' 47" W.) TH. N.W.'LY ALONG THE ARC OF SAID CURVE 1381.94' TO THE P.O.B. ALL OF LOTS- 20 THRU 25 EXC. U.S. 41 BY-PASS R.O.W.

HIRAM BURT'S ADD. LOTS-12 13 AND THE N. 100' OF LOT-14

PIN: #0514075
Outparcel Split

Part of the Southwest ¼ of the Northwest ¼ of Section 23, T48N-R25W, City of Marquette, Marquette County, Michigan, described as:

Commencing at the West ¼ Corner of Section 23; thence N00°52'22"E 526.52' along the West Line of Section 28 and the East Line of the UP Health System Hospital Parcel to the North Right-of-Way Line of Spring Street (66' wide Right-of-Way); thence S77°32'10"E 101.50' along said lines to the Point of Beginning 1; thence N12°12'17"E 334.92' to the North Line of the UP Health System Hospital Parcel, the South Line of the former Railroad Right-of-Way and present day Bike Path Right-of-Way; thence S83°12'12"E 158.47' along said lines to a curve; thence 148.46' along said lines on the arc of a curve to the right having a radius of 967.01', a delta angle of 08°47'47", and a chord bearing S78°47'20"E 148.31' to the West Right-of-Way Line of Seventh Street (variable width Right-of-Way) and the East Line of the UP Health System Hospital Parcel; thence S32°54'31"E 33.79' along said lines; thence S12°12'17"W 195.07' along said lines; thence N77°32'10"W 270.00' along said line; thence S12°12'17"W 135.00' along said line to the North Right-of-Way Line of Spring Street; thence N77°32'10"W 60.00' along said lines to the Point of Beginning 1; Containing 1.80 acres more or less.

Location: Figure 1 depicts the location of the eligible property and Figure 2 depicts the eligible property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment report prepared by the Michigan Department of Environmental Quality (~~MDEQ~~EGL) in March 2009 identified the presence of metals and Volatile Organic Compounds in excess of ~~MDEQ~~EGL Generic Residential Cleanup Criteria (GRCC). As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility.

Estimate of Number of Persons Residing on Eligible Property - MCL 125.2663(1)(i):

There are currently no residential dwellings or residences that occupy the Eligible Property.

Plan for Residential Relocation (MCL 125.2663(1)(j)):

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

Provision of Costs of Relocation - MCL 125.2663(1)(k):

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

Strategy to Comply with Relocation Assistance Act, 1972 PA 227, MCL 213.321 to 213.332 - MCL 125.2663(1)(l):

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

Description of Proposed Use of the Local Brownfield Revolving Fund - MCL 125.2663(1)(m):

Use of the Local Brownfield Revolving Fund will be consistent with the requirements of Act 381, including expenses for Eligible Activities on Eligible Property.

Other Material Required by the Authority or Governing Body - MCL 125.2663(1)(n):

None

Tables

Table 1.1 ~~MDEQEGLE~~ Environmental Eligible Activities Costs

Table 1.2 MSF ~~Developmental~~Non-Environmental Eligible
Activities Costs

Table 2. Cash Flow Statement

Table 3. ~~Captured Taxes and Tax Revenues~~

~~Table 4.1 Impact on Tax Jurisdictions~~

~~Table 4.2 Brownfield Tax Capture Allocation~~

~~Table 4.3 Tax Revenue Allocation~~

~~Table 4.4 Capture/Revenue Allocation~~

Figures

Figure 1 - Eligible Property Location Map

Figure 2 – Eligible Property Boundary Map

Figure 3 – Parcel Map



**Amended Brownfield Plan
DLP Marquette General Replacement Hospital
City of Marquette, Marquette County, Michigan**

Original: October 2014

First Amendment: August 2017

Second Amendment: March 2021

**Approved by Marquette
Brownfield Redevelopment Authority: February 18, 2021**

Public Hearing: March 22, 2021

**Approved by Marquette City
Commission: March 22, 2021**

**Brownfield Plan
DLP Marquette General Replacement Hospital
Marquette, Michigan**

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Table 2. Cash Flow Statement
Table 3 Impact on Tax Jurisdictions

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Figure 1 - Eligible Property Location Map
Figure 2 - Eligible Property Boundaries
Figure 3 – Parcel Map

PROJECT SUMMARY

DLP Marquette General Hospital and the City of Marquette are collaborating in the redevelopment of former Soo Line Roundhouse / Marquette Municipal Service Center property for a new Replacement Hospital. The Roundhouse / MSC Site is approximately 37 acres situated within the boundaries of Marquette, Michigan located between W. Washington Street and U.S. Highway 41 and between South 7th Street and South McClellan Avenue. The Replacement Hospital was opened in April 2019 and includes an acute-care hospital of approximately 516,000 square-feet, a Medical Office Building of approximately 160,000 square-feet and a parking deck.

In addition to the Replacement Hospital, the development also included relocation of the existing City Municipal Service Center, infrastructure improvements including a roundabout on the US 41 bypass, realignment of Baraga Street, intersection improvements at Seventh and W. Spring Streets, improvement to McClellan Avenue, public water, sewer and electrical infrastructure improvements to accommodate and facilitate the redevelopment.

The First Amendment increased the Non-Environmental Eligible Activity budget to the DLP Brownfield Plan for Infrastructure that directly benefits the Eligible Property. This Second Amendment increases the Environmental and Non-Environmental Eligible Activity budget for the development of the Beacon House on a parcel of the Eligible Property. Revenues to reimburse these additional costs will be derived from Local Brownfield Tax Increment Financing (TIF) revenues based on the increased incremental taxes generated by the additional private investment. The increase in Eligible Activity budget will be offset by equal reductions in interest due to lower actual public infrastructure bond interest rates or quicker than anticipated reimbursement due to higher than estimated private investment or equal reductions in the estimated capture for the Local Brownfield Revolving Fund. As a result, there is no net impact to taxing jurisdictions for these Brownfield Plan Amendments.

Project Name:	DLP Marquette General Replacement Hospital
Project Location:	The Eligible Property is located at the northwest corner of Baraga and Seventh Streets in Marquette, Michigan with the Parcel Identification Numbers 0240010, 0514071, 0130100. The Beacon House property was split from the parent parcel with a Parcel Identification Number #0514075.
Type of Eligible Property:	Part 201 Facility
Eligible Activities:	Baseline Environmental Assessment, Due Care, and Additional Response Activities, Lead and Asbestos Abatement, Demolition, Site Preparation, Infrastructure, Relocation of Public Facilities for Economic Development
Eligible Activity Costs: (excluding interest costs)	\$41,681,000
Years to Complete	
Eligible Activities Payback:	Private Eligible Activities 13 Years, Public Eligible Activity Bonds 21 Years
Estimated Investment:	<i>\$350 million</i>
Annual Tax Revenue Before Project:	<i>\$0</i>
Estimated Annual Tax Revenue in First Year After Project Obligation:	<i>\$7,681,342</i>

BROWNFIELD PLAN SECOND AMENDMENT

**DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN**

MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

Introduction

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax-reverted, blighted, functionally obsolete or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the Brownfield Redevelopment Authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The state must approve the Eligible Activities if state taxes are to be captured.

The Marquette City Commission established the Marquette Brownfield Redevelopment Authority under the procedures required under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998.

The Brownfield Plan is for the Duke LifePoint Marquette General Replacement Hospital in the City of Marquette, Marquette County, Michigan, consistent with Act 381. The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors. The Brownfield Plan includes EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

This Brownfield Plan Second Amendment increases the Eligible Activity budget to provide for Environmental and Non-Environmental Eligible Activities for the development of Beacon House and to reduce the Interest line item back to the original Brownfield Plan budget. Revenues to reimburse these additional costs for the Beacon House will be derived from Local Brownfield Tax Increment Financing (TIF) revenues based on the increased incremental taxes generated by the additional private investment. The increase in Eligible Activity budget will be offset by equal reductions in interest costs

for Eligible Activities. As a result, there is no net impact to taxing jurisdictions for this Amended Brownfield Plan.

Public Purpose - MCL 125.2664(1):

The redevelopment of the former Soo Line Roundhouse and City Municipal Services Center into the DLP Marquette General Replacement Hospital has resulted in over \$350 million of investment on underutilized contaminated property in downtown Marquette that currently generates no tax revenue. The hospital and medical facilities will provide jobs, increase tax base, stimulate additional private and public investment, and create a major regional medical center in downtown Marquette.

The project will significantly add to the local and state tax base. When completed, property taxes are estimated to total over **\$5.3 million** per year (following the retirement of Brownfield obligations) with over 47.5% of these revenues going to the State of Michigan and 52.5% to local taxing jurisdictions. The proposed Eligible Property was publicly owned and generated no property taxes.

Description of Project and Plan Costs - MCL 125.2663(1)(a):

The former Soo Line Roundhouse and City Municipal Services Center is a thirty-seven acre property comprised of three parcels owned by the City of Marquette, located at the northwest corner of Baraga and Seventh Streets in downtown Marquette. The City of Marquette and Duke LifePoint collaborated in the redevelopment, with the acquisition of the City property by Duke LifePoint, relocation of the current City Municipal Services Center, and development of a 280 bed regional medical center and 160,000 square feet of medical offices to support the hospital and community.

The location of the new regional medical center in this location continues transformational development in the western portion of downtown Marquette and is anticipated to spur significant spin-off development of adjacent properties of the West Washington Street corridor, an underutilized area of downtown Marquette.

The Project includes four phases: The first phase was the relocation of the City Municipal Services Center, an Eligible Activity under Act 381. The City Municipal Services Center (MSC) includes the offices, facilities, and operations for the City's water, sewer, and streets departments. The development of the regional medical center is not possible without the relocation of the MSC. The second phase was the demolition of MSC and associated buildings, environmental remediation, and

site preparation. The former Soo Line Roundhouse property is a Part 201 Facility, with significant and widespread contamination and unstable soils, and will require extensive work to address these site challenges. The third phase was the development of a 516,000 square foot Replacement Hospital and an 80,000 square foot Medical Office Building, along with the road and infrastructure improvements needed for the Replacement Hospital. The fourth phase will be the development of a second medical office building of 80,000 square feet. When completed, the project will include over 600,000 square feet and represent over \$350 million in private investment.

The development included a provision for a Commercial Redevelopment Act (Act 255, PA 1974) abatement of 50% of local taxes and the School Operating Tax for a period of twelve years, which is estimated to provide a local contribution of over \$11 million and State contribution of over \$7.5 million.

The project also includes a cooperative arrangement with Beacon House, which provides housing for those with family members in the hospital. DLP has transferred approximately 1.8 acres on the eastern portion of the property to Hospitality House of Upper Peninsula for the construction of a new Beacon House. Beacon House is a non-profit entity and the land and facility will not be subject to property taxes. This area did not anticipate development, so there will be a minimal effect on available Brownfield TIF revenues. Beacon House will incur Environmental and Non-Environmental Eligible Activity costs that are proposed to be reimbursement through this Brownfield Plan Second Amendment.

EGLE Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities, including Phase I and Phase II Environmental Site Assessments, Baseline Environmental Assessment;
- Due Care Activities including additional investigation, Due Care Plan, installation of protective barriers, and removal of contaminated soil during development; and
- Additional Response Activities including evaluations, interim responses activities, and dial action.

MSF Non-Environmental Eligible Activities include:

- Lead and Asbestos Abatement
- Site and Building Demolition
- Site Preparation;

- Infrastructure, including road improvements, pedestrian facilities, and utility upgrades to serve the new development and adjacent properties; and
- Relocation of Public Facilities for Economic Development Purposes.

Other Eligible Activities include:

- Brownfield Plan and Act 381 Work Plan development and approval; and
- Administrative and operating costs of the MBRA with local tax capture only.

Summary of Eligible Activities - MCL 125.2663(1)(b):

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of ELGE Environmental Eligible Activities and MSF Non-Environmental Activities.

SUMMARY OF MAXIMUM ELIGIBLE COSTS CITY/DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL					
EGLE Environmental Eligible Activity Costs Maximum	Original	Budget Adjustment	First Amendment	Budget Adjustment	Second Amendment
Baseline Environmental Activities	\$110,000		\$110,000	\$10,000	\$120,000
Due Care Activities	<u>\$3,890,000</u>		<u>\$3,890,000</u>	\$140,000	\$4,030,000
Subtotal	\$4,000,000		\$4,000,000		\$4,150,000
Interest (5% at 20 years)	\$2,335,575		\$2,335,575	(\$155,000)	\$2,180,575
Work Plan Review & Approval, MBRA Admin/Operating Costs	<u>\$210,000</u>		<u>\$210,000</u>	\$5,000	\$215,000
EGLE ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL	\$6,545,575		\$6,545,575	\$0	\$6,545,575
MSF Developmental Eligible Activity Cost Maximum					
Lead/Asbestos Abatement, Demolition	\$300,000		\$300,000		\$300,000
Site Preparation Infrastructure	\$3,175,000		\$3,175,000	\$300,000	\$3,475,000
Road Subtotal	\$9,700,000	\$682,650	\$10,382,650		\$10,382,650
Contingency		\$800,000	\$800,000		\$800,000
			\$11,182,650		\$11,182,650
McClellan Avenue Improvements		\$770,000	\$770,000		\$770,000
Right of Way Realignment	\$1,500,000	(\$850,000)	\$650,000		\$650,000
Whetstone Creek Monitoring		\$190,000	\$190,000		\$190,000
Bond Issuance Costs		\$428,350	\$428,350		\$428,350
Electric Power Service Upgrades	\$800,000		\$800,000		\$800,000
Water and Sewer Service Upgrades	\$1,125,000		\$1,125,000		\$1,125,000
Washington Street Access	\$600,000		\$600,000		\$600,000
Relocation of Public Facilities for Economic Development	<u>\$18,000,000</u>		<u>\$18,000,000</u>		<u>\$18,000,000</u>
Subtotal	\$35,200,000	\$2,021,000	\$37,221,000	\$300,000	\$37,521,000
Interest (5% at 20 years)	\$20,553,061	\$1,180,049	\$21,733,110	(\$305,000)	\$21,428,110
Work Plan Review & Approval, MBRA Admin/Operating Costs	<u>\$210,000</u>	<u>\$10,000</u>	<u>\$220,000</u>	\$5,000	\$225,000
MSF DEVELOPMENTAL ELIGIBLE ACTIVITY TOTAL	\$55,963,061	\$3,211,049	\$59,174,110	\$0	\$59,174,110
TOTAL ELIGIBLE ACTIVITIES	\$62,508,636		\$65,719,685		\$65,714,685
LOCAL SITE REMEDIATION REVOLVING FUND	\$15,234,391	(\$3,211,049)	\$12,023,342		\$12,023,342
CITY DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL	\$77,743,027		\$77,743,027	\$0	\$77,738,027
STATE BROWNFIELD FUND	\$5,389,630		\$5,168,659		\$5,168,659

EGLE Environmental Eligible Activities

1. Baseline Environmental Assessment: The work scope is to conduct Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and prepare Baseline Environmental Assessments to provide an exemption for Duke LifePoint and assigns from environmental liability for pre-existing contamination.
 - A. Phase I ESA: A Phase I ESA will be conducted for all parcels proposed for acquisition by DLP from the City, consistent with ASTM Standard E1527-13. The Phase I ESA will include a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). A Phase I report will be provided with full documentation of the research and identification of any RECs. A separate Phase I ESA has been conducted for Beacon House.
 - B. Phase II ESA: Historical use of the Site for railroad operations has resulted in contamination with hazardous substances above the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC). Previous environmental investigations have identified GRCC exceedances of metals and Volatile Organic Compounds (VOCs) in soil and/or groundwater. As a result, the property is considered a “Facility” under Part 201 of Act 451, P.A. 1994 as amended. Phase II assessment activities are proposed to support preparation of BEAs. The specific scope of the Phase II assessments will depend on the known and expected contamination in the area to be redeveloped and the nature of the specific redevelopment. A separate Phase II ESA was conducted for Beacon House.
 - C. Baseline Environmental Assessment: The subject property has been identified as a “Facility” based on the findings of previous environmental investigations conducted on the property. These findings, as well as the results of any supplemental investigation, will be used to prepare Baseline Environmental Assessments (BEAs) for Duke LifePoint and assigns for the Eligible Property. The BEA will be completed in general accordance with the Michigan Department of Environmental Quality’s (MDEQ’s) “*Contents of BEA Report*,” dated April 2011. A separate BEA was prepared for Beacon House and submitted to EGLE.

2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. There are three primary due care activities proposed under this Brownfield Plan:
- A. Phase II ESA Investigation: Due to the historical presence of contaminated soil and groundwater on the Eligible Property, additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.
 - B. Due Care Plan Preparation: Following the completion of the Phase II ESA and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Due Care Plan. The Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of Contamination, if necessary. In addition, an Environmental Construction Management Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations.
 - C. Due Care Exposure Pathway Mitigation: The Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include: soil remediation; developing and implementing a soils management plan to safely relocate soils on the property; engineered barriers to prevent direct contact with soils or vapors; and/or institutional controls.

Other Activities

Brownfield Plan and Work Plan: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Eligible Activities undertaken by Duke LifePoint will be privately financed and Eligible Activities undertaken by the City will be financed through a bond issue. For the purposes of the Brownfield Plan financial analysis, interest is estimated at 5% for 20 years.

The following tables estimate the costs for Eligible Activities to be funded by tax increment revenues.

Estimated Cost of EGLE Eligible Environmental Activities

EGLE Environmental Eligible Activities	Estimated Cost
Baseline Environmental Assessment	\$120,000
Due Care Activities	\$4,030,000
Eligible Activities Subtotal	\$4,150,000
Interest	\$2,180,575
Work Plan Development and Review Cost	\$15,000
Brownfield Authority Administrative and Operating Cost	\$200,000
EGLE Environmental Eligible Activities Total	\$6,545,575

MSF Non-Environmental Eligible Activities

1. *Lead and Asbestos Abatement:* NESHAP regulations require a lead and asbestos survey prior to demolition of commercial buildings to demonstrate Potential Asbestos Containing Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected. The scope of work includes lead and asbestos surveys, abatement, contract administration, and air monitoring to prevent a potential exposure to site workers or adjacent residents.
2. *Demolition:* In preparation for site redevelopment, the City Municipal Services building and associated infrastructure will be demolished and removed from the Eligible Property. The scope of work includes engineering specifications, procurement and demolition of buildings, foundations and unusable asphalt and infrastructure.
3. *Site Preparation:* Site preparation will consist of geotechnical engineering, temporary site and erosion control, removal of unsuitable soils and engineered fill, land balancing and grading, geotechnical measures, and an urban stormwater system.
4. *Infrastructure:* Infrastructure will include major road improvements and utility upgrades to accommodate and facilitate the development. Road improvements include the construction of a

roundabout on US 41, realignment of Baraga Street, upgrades to Seventh and Spring Streets, a new bridge spanning US 41.

5. *Relocation of Public Facilities for Economic Development:* The most critical component of the Brownfield Plan and overall project is the relocation of the City's Municipal Service Center (MSC) to provide for an adequate downtown site for the DLP Marquette General Replacement Hospital (DLP MGRH). The DLP MGRH cannot be built without the relocation of the MSC, the City cannot bear the expense of relocating the MSC without both State and Local Brownfield TIF capture, and there are no other adequate sites within the City of Marquette, and certainly not in downtown Marquette. The MSC currently houses the City's engineering and public works offices, as well as mechanical and operations facilities related to water, sewer and streets departments. The City is undergoing an aggressive evaluation process for relocation. Staff has identified internal operational needs, identified and contacted potential local partners for collaborative services, and is evaluating potential sites for a future service center.

Estimated Cost of MSF Eligible Non-Environmental Activities

Eligible Activities	Estimated Cost
Lead/Asbestos Abatement	<i>\$86,000</i>
Demolition	<i>\$214,000</i>
Site Preparation	<i>\$3,475,000</i>
Infrastructure	<i>\$15,746,000</i>
Relocation of Public Facilities for Economic Development	<i>\$18,000,000</i>
MSF Eligible Activities Subtotal	<i>\$37,521,000</i>
Interest	<i>\$20,428,110</i>
Work Plan Development and Review Cost	<i>\$25,000</i>
Brownfield Authority Administrative and Operating Cost	<i>\$200,000</i>
MSF Non-Environmental Eligible Activities Total	<i>\$59,174,110</i>

Estimate of Captured Taxable Value and Tax Increment Revenues MCL 125.2663(1)(c):

The initial taxable value for the Eligible Property will be set at the taxable value as of the approval date of this Brownfield Plan, anticipated to be October 27, 2014. The initial taxable value established by this Brownfield Plan is based on the taxable value as of December 31, 2013 and is \$0.

The total Eligible Activity cost is \$52,853,650 (combined EGLE Environmental Eligible Activities and MSF Developmental Eligible Activities) plus an estimated \$23,608,685 in interest, for a total of \$76,462,335. The Brownfield Plan also includes \$440,000 in Work Plan Development and Approval and MBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to \$76,902,335. The overall investment for the Project is estimated at over \$350 million.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. A Commercial Redevelopment Act abatement of 50% of local taxes and the School Operating Tax for a period of 12 years will represent a local contribution of over \$11 million and a proposed abatement of 50% of a portion of State taxes will represent a contribution of over \$7.5 million. As a result, the allocation for local tax capture for Eligible Activities is reduced in a pro rata share and the allocation for State tax capture is increased accordingly. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. The overall contribution of local taxes is consistent with the ratio of local taxes (52.53%) to State taxes (47.47%).

The revised cash flow analysis for the project indicates payoff of the private Eligible Activity obligation in *thirteen (13) years* from 2016 and *twenty-one (21) years* for public Eligible Activity bond obligation, with an additional local tax capture and state tax capture in an amount not to exceed that captured to repay the original obligation for EGLE Environmental Eligible Costs for the local brownfield revolving fund, as provided in Section 13(5) of Act 381, P.A. 1996 as amended.

Redevelopment of the property was initiated in Summer 2016, with the relocation of the MSC and construction of the DLP Marquette General Replacement Hospital beginning in Late Summer 2016, with opening in April 2019. Table 2 provides an estimate of the tax capture and tax increment revenues. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimated Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes	Year	Total Tax Revenues	Captured Taxes
2016	\$101,332	\$101,332	2031	\$6,830,420	\$5,047,272 (2)
2017	\$264,805	\$264,805	2032	\$6,913,112	\$4,228,093
2018	\$1,298,750	\$1,298,750	2033	\$7,000,225	\$4,174,635
2019	\$2,518,166	\$2,518,166	2034	\$7,091,574	\$4,108,190
2020	\$3,211,789	\$3,361,290	2035	\$7,161,747	\$4,133,728
2021	\$3,410,343	\$3,410,343	2036	\$7,266,466	\$4,142,252 (3)
2022	\$3,671,439	\$3,671,439	2037	\$7,681,342	\$0
2023	\$3,667,294	\$3,667,294	2038	\$7,728,477	\$0
2024	\$3,678,165	\$3,678,165	2039	\$7,795,727	\$0
2025	\$3,695,444	\$3,719,418	2040	\$7,875,551	\$0
2026	\$3,720,824	\$3,773,953	2041	\$7,960,195	\$0
2027	\$3,748,013	\$3,799,675	2042	\$8,053,048	\$0
2028	\$3,784,166	\$4,508,660 (1)	2043	\$8,151,192	\$0
2029	\$6,683,470	\$8,414,965	2044	\$8,253,392	\$0
2030	\$6,754,442	\$8,491,057	2045	\$8,357,150	\$0

(1) Private Eligible Activity Ends

(2) LBRF Capture Ends

(3) Public Eligible Activity Bonds End

Method of Financing Plan Costs - MCL 125.2663(1)(d):

EGLE Environmental Eligible Activity Costs and MSF Non-Environmental Eligible Activity Costs will be financed by the Developer for private Eligible Activities and by the City of Marquette for public Eligible Activities, with reimbursement from Brownfield TIF.

Maximum Amount of Indebtedness - MCL 125.2663(1)(e):

The maximum amount of indebtedness will be \$52,853,650 plus an estimated \$23,608,685 in interest costs.

Duration of Brownfield Plan - MCL 125.2663(1)(f):

The duration of the Plan will be the time to capture taxes in an amount equal to the Eligible Activity obligation. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment is expected to be repaid through tax increment financing within 12 years for private Eligible Activities and 21 years for public Eligible Activity Bonds, with an additional local tax capture and state tax

capture in an amount not to exceed that captured to repay the original obligation for EGLE Environmental Eligible Costs for the Local Brownfield Revolving Fund.

Estimate of Impact of Tax Increment Financing on Taxing Jurisdictions – MCL 125.2663(1)(g):

Tables 2 and 3 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2. Table 4 presents the allocation of tax capture and the total tax increment for the maximum duration of the plan, 30 years. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The total tax capture is estimated at \$77,743,027, plus an estimated \$5,168,659 for the State Brownfield Fund, for a total capture of \$82,911,687. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over \$7.6 million per year on into the future.

Legal Description, Location, and Determination of Eligibility - MCL 125.2663(1)(h):

Legal Description: The legal description of the eligible property follows:

Legal Description PIN: 0240010	SEC 22 & 23 T48N R25W (11 A M/L) PART OF THE SE 1/4 OF THE NE 1/4 OF SEC 22 & PART OF SW 1/4 OF NW 1/4 OF SEC 23 BEG AT A POINT N00DEG52'26"E 227.88 OF E 1/4 COR OF SEC 22; TH N00DEG52'26"E 298.68'; TH S77DEG31'55"E 431.68'; TH N12DEG12'38"E 330.08'; TH N32DEG54'20"W 33.79'; TH ON A CURVE TO THE LEFT WITH RADIUS 960' LENGTH 148.46' DELTA 08DEG51'37" AND CHORD N78DEG46'23"W 148.31'; TH N83DEG12'12"W 854.1'; TH S00DEG28'48"W 632.07'; TH N88DEG27'25"E 249.65'; TH S77DEG20'20"E 278.88' TO POB.
PIN: 0514071	SEC 22, T48N, R25W (17.75 A M/L) TWO PARCLES OF LAND LOC DESCRIBED AS FOLLOWS: PARCLE #1 - PART OF THE SEC 22 COMM AT THE NW COR OF SAID SEC; TH S0DEG23'18"W ALG THE W LN OF SD SEC 1,527.35' TO A PT ON THE C/L OF US 41 W; TH S50DEG38'02"E ALG SD C/L 138.42' TO A PT OF INT WITH THE C/L OF THE SOO LINE RR R/W; TH S79DEG39'49"E 213.34' TO A PT; SD PT BEING THE WESTERN MOST COR OF LOT 1 OF MARQUETTE INDUSTRIAL PARK; TH S67DEG56'38"E 987.6' TO THE N R/W LN OF US 41 W; TH S81DEG53'32"E 2,222.76' ALG SD R/W LN TO THE SE COR OF SD IND PARK; TH N0DEG10'42"E 66.64' TO THE POB; TH N0DEG10'42"E 376.6'; TH S85DEG47'35"E 1,049.54'; TH ALG THE ARC OF A CURVE TO THE RIGHT 99.62' WITH A RAD OF 694.35' AND A LONG CHORD BEARING S55DEG42'34"E 99.53'; TH S51DEG35'58"E 178.70'; SD LN BEING PAR TO AND 20' SW'LY FROM THE C/L OF THE SOO LINE YARD TRACK LEADING TO THE PREV ENGINE HOUSE; TH S0DEG10'42"W 313.34' TO A PT ON THE N LN OF A ROADWAY ESMT ON W BARAGA AVE; TH N81DEG53'32"W 1,282' TO THE POB. (11.88 A M/L) PARCLE #2 - A PARCLE PURCHASED FROM THE WISC CENT LTD RR CO LOC IN LIBER 391, PAGE 443, IN THE S 1/2 OF THE NE 1/4 OF SEC 22, COMM AT THE NW COR OF SD SEC 22; TH S00DEG23'18"W ALG THE W LN OF SEC 22 1,527.35' TO A PT ON THE C/L OF US 41 W; TH S50DEG38'02"E ALG SD C/L 138.42' TO A PT OF INT WITH THE C/L OF THE WISC CEN R/W; TH S79DEG39'49"E 213.34' TO A PT, SAID PT BEING THE WESTERN MOST COR OF LOT 1 OF THE MQT IND PARK; TH S67DEG56'38"E 987.60' TO A PT ALG THE S LN OF SD IND PARK ALSO BEING THE N R/W LN OF US 41; TH S81DEG53'32"E 2,222.76' ALG SD R/W LN TO THE SE COR OF THE IND PARK; TH N0DEG10'42"E 66.64' TO A PT ON THE N R/W LN OF BARAGA AVE; TH N00DEG10'42"E 376.60' ALG THE E LN OF LOT 25 TO THE POB; TH S85DEG47'35"E 1,049.54' ALG AN EXT OF THE N'LY LN OF SD IND PARK; TH ALG THE ARC OF A CURVE TO THE RIGHT 99.62' RADIUS OF 694.35' AND A LONG CHORD BEARING S55DEG42'34"E 99.53'; TH S51DEG35'58"E 178.70' SD LN BEING PARR TO AND 20' SW'LY FROM THE C/L OF MAIN TRACK LINE LEADING TO THE ROUND HOUSE; TH N00DEG10'42"E 340' M/L TO A PT ON A LINE PARR TO AND OR CONCENTRIC WITH AND 30' NORMALLY DIST S'LY FROM THE C/L OF THE EXISTING MAIN LINE TRACK; TH W'LY ALG SD LAST PARR AND/OR CONCENTRIC LINE 1,265' M/L TO A PT ON THE NE COR OF A PAR OF LAND CONVEYED TO C WAYNE PREMEAU; TH S'LY IN A STRAIGHT LINE ALSO ALONG THE E LINE

OF PREMEAU PROPERTY 188' M/L/ TO THE POB. (5.87 A M/L)
PARCEL #1 = 11.88 AC.
PARCEL #2 = 5.87 AC.
TOTAL = 17.75 AC.
(CITY ACCT # 632-490-920.1555)

PIN: 0130100

THAT PART OF LOT-99 IN BALDWIN'S ADDITION AND THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION # 22 T48N R25W WHICH LIES W.'LY OF GROVE ST. AND WHICH LIES N.E.'LY OF A LINE 140' N.E.'LY MEAS. AT RIGHT ANGLES AND PARR. TO A LINE DESC. AS: BEG. AT A PT. ON THE E. LINE OF SEC. 22, WHICH IS N. 00 DEG. 35' 18" W. A DIST. OF 1774.99' FROM THE S.E. COR. OF SAID SEC. #22 TH. N. 40 DEG. 26' 02" W. A DIST. OF 500' TO A PT. OF ENDING. EXC. THAT PART OF SAID LOT-99 DESC. AS: BEG. AT A PT. ON THE S. LINE OF FISHER ST., WHICH IS 149'-10" FROM THE INT. OF THE W.'LY LINE OF GROVE ST. WITH THE S. LINE OF FISHER ST.; TH. S. 60'; TH. E. TO A PT. ON THE W.'LY LINE OF GROVE ST. WHICH IS S.'LY 60' FROM THE INT. OF THE W.'LY LINE OF GROVE ST. WITH THE S. LINE OF FISHER ST.; TH. N.'LY ALONG THE W. LINE OF GROVE ST. 60' TO SAID INT.; TH. W.'LY ALONG SAID S. LINE OF FISHER ST. 149'-10" TO THE P.O.B. A PARCEL LOC. IN THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 22 T48N R25W DESC. AS FOLL: BEG. AT A PT. ON THE S.E. COR. OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 22: TH. N.'LY ALONG THE E. LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 22 135.2'+- TO A PT. ON THE S. LINE OF BARAGA AVE. SAID PT. ALSO BEING ON THE S. LINE OF A 66' WIDE ESMT. FOR HWY. PURPOSES AS GRANTED BY THE SOO LINE R.R. CO. TO THE CITY OF MARQUETTE. TH. W.'LY ALONG THE S. LINE OF SAID ESMT. 940'+- TO A PT. ON THE N. R.O.W. LINE OF U.S. 41, TH. S.E.'LY ALONG THE LAST SAID N. R.O.W. LINE 280'+- TO A PT. ON THE S. LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 22; TH. E.'LY 685'+- TO THE P.O.B. (CITY ACCT. # 555-561-920.1555 STORMWATER) HOMESTEAD ADD. LOT-1 AND THE N. 1/2 OF LOT-6, ALL OF LOTS-7 THRU 13, ALSO THAT PART OF LOTS-14 THRU 18 LYING N. OF A LINE 100' N.'LY AND PARR. TO A LINE DESC. AS BEG. AT A PT. ON THE E. LINE OF SEC. 22 WHICH IS N. 00 DEG. 35' 18" W. 1774.99' FROM THE S.E. COR. OF SEC. 22, TH. N. 40 DEG. 26' 02" W. 620.44', TO THE PT. OF CURVATURE OF A 1909.86' RADIUS CURVE TO THE LEFT (CHORD BEARING N. 61 DEG. 09' 47" W.) TH. N.W.'LY ALONG THE ARC OF SAID CURVE 1381.94' TO THE P.O.B. ALL OF LOTS- 20 THRU 25 EXC. U.S. 41 BY-PASS R.O.W.
HIRAM BURT'S ADD. LOTS-12 13 AND THE N. 100' OF LOT-14

PIN: #0514075
Outparcel Split

Part of the Southwest ¼ of the Northwest ¼ of Section 23, T48N-R25W, City of Marquette, Marquette County, Michigan, described as:
Commencing at the West ¼ Corner of Section 23; thence N00°52'22"E 526.52' along the West Line of Section 28 and the East Line of the UP Health System Hospital Parcel to the North Right-of-Way Line of Spring Street (66' wide Right-of-Way); thence S77°32'10"E 101.50' along said lines to the **Point of Beginning 1**; thence N12°12'17"E 334.92' to the North Line of the UP Health System Hospital Parcel, the South Line of the former Railroad Right-of-Way and present day Bike Path Right-of-Way; thence S83°12'12"E 158.47' along said lines to a curve; thence 148.46' along said lines on the arc of a curve to the right having a radius of 967.01', a delta angle of 08°47'47", and a chord bearing S78°47'20"E 148.31' to the West Right-of-Way Line of Seventh Street (variable width Right-of-Way) and the East Line of the UP Health System Hospital Parcel; thence S32°54'31"E 33.79' along said lines; thence S12°12'17"W 195.07' along said lines; thence N77°32'10"W 270.00' along said line; thence S12°12'17"W 135.00' along said line to the North Right-of-Way Line of Spring Street; thence N77°32'10"W 60.00' along said lines to the **Point of Beginning 1**; Containing 1.80 acres more or less.

Location: Figure 1 depicts the location of the eligible property and Figure 2 depicts the eligible property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment report prepared by the Michigan Department of Environmental Quality (EGLE) in March 2009 identified the presence of metals and Volatile Organic Compounds in excess of EGLE Generic Residential Cleanup Criteria (GRCC). As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility.

Estimate of Number of Persons Residing on Eligible Property - MCL 125.2663(1)(i):

There are currently no residential dwellings or residences that occupy the Eligible Property.

Plan for Residential Relocation (MCL 125.2663(1)(j)):

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

Provision of Costs of Relocation - MCL 125.2663(1)(k):

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

Strategy to Comply with Relocation Assistance Act, 1972 PA 227, MCL 213.321 to 213.332 - MCL 125.2663(1)(l):

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

Description of Proposed Use of the Local Brownfield Revolving Fund - MCL 125.2663(1)(m):

Use of the Local Brownfield Revolving Fund will be consistent with the requirements of Act 381, including expenses for Eligible Activities on Eligible Property.

Other Material Required by the Authority or Governing Body - MCL 125.2663(1)(n):

None

Tables

Table 1.1 EGLE Environmental Eligible Activities Costs

Table 1.2 MSF Non-Environmental Eligible Activities Costs

Table 2. Cash Flow Statement

Table 3. Impact on Tax Jurisdictions

Figures

Figure 1 - Eligible Property Location Map

Figure 2 – Eligible Property Boundary Map

Figure 3 – Parcel Map

TABLE 1.1
EGL E ELIGIBLE ACTIVITIES COSTS
DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL
MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY
MARQUETTE, MICHIGAN

Eligible Activity Description	TOTAL ELIGIBLE ACTIVITIES	SECOND AMENDMENT	TOTAL ELIGIBLE ACTIVITIES
<i>Baseline Environmental Assessment Activities</i>			
Phase I ESA	\$5,000	\$5,000	\$10,000
Phase II ESA	\$100,000		\$100,000
Baseline Environmental Assessment	\$5,000	\$5,000	\$10,000
<i>Subtotal</i>	\$110,000	\$10,000	\$120,000
<i>Due Care (7a) Obligation Compliance Activities</i>			
Phase II Investigation to Support Due Care	\$100,000	\$35,000	\$135,000
Section 7A Compliance Analyses (Due Care Plans)	\$5,000	\$5,000	\$10,000
Due Care Response Activities/Exposure Pathway Mitigation	\$785,000	\$100,000	\$885,000
Disposal of Soil/Groundwater During Construction	<u>\$3,000,000</u>	<u>\$0</u>	\$3,000,000
Stormwater Management Activities			
<i>Subtotal</i>	\$3,890,000	\$140,000	\$4,030,000
ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL	\$4,000,000	\$150,000	\$4,150,000
INTEREST	\$2,335,575	-\$155,000	\$2,180,575
<i>Work Plan Development and Approval Costs</i>			
Brownfield Plan and Work Plan Development and Approval	\$10,000	\$5,000	\$15,000
Administrative and Operation Costs*	<u>\$200,000</u>		<u>\$200,000</u>
<i>Subtotal</i>	\$210,000	\$5,000	\$215,000
ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL	\$6,545,575	\$0	\$6,545,575

*Local Tax Capture Only

TABLE 1.2 MSF ELIGIBLE ACTIVITIES COSTS DLP MARQUETTE GENERAL REPLACEMENT HOSPITAL MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY MARQUETTE, MICHIGAN		ALLOCATIONS					
Eligible Activity Description	TOTAL ELIGIBLE ACTIVITIES	DLP	City/MBRA	Budget Adjustment	First Amendment	Difference	First Amendment
Lead and Asbestos Abatement							
Survey	\$3,000	\$3,000			\$3,000		\$3,000
Monitoring	\$8,000	\$8,000			\$8,000		\$8,000
Abatement	\$75,000	\$75,000			\$75,000		\$75,000
Subtotal	\$86,000	\$86,000			\$86,000		\$86,000
Demolition							
Site Demolition	\$20,000	\$20,000			\$20,000		\$20,000
Building Demolition	\$194,000	\$194,000			\$194,000		\$194,000
Subtotal	\$214,000	\$214,000			\$214,000		\$214,000
Site Preparation							
Site Preparation - DLP	\$3,175,000	\$3,175,000			\$3,175,000		\$3,175,000
Site Preparation - Beacon House	\$0	\$0			\$0	\$300,000	\$300,000
Subtotal	\$3,175,000	\$3,175,000			\$3,175,000	\$300,000	\$3,475,000
Infrastructure							
US 41 Roundabout	\$5,000,000		\$5,000,000				
Barage Street Realignment	\$1,000,000		\$1,000,000				
Seventh and Spring Street Upgrades	\$700,000		\$700,000				
Traffic Bridge	\$3,000,000		\$3,000,000				
Subtotal			\$9,700,000	\$682,650	\$10,382,650	\$0	\$10,382,650
Contingency				\$800,000	\$800,000	\$0	\$800,000
Road Subtotal	\$9,700,000		\$9,700,000	\$1,482,650	\$11,182,650	\$0	\$11,182,650
McClellan Avenue Improvements				\$770,000	\$770,000	\$0	\$770,000
Right of Way Realignment	\$1,500,000		\$1,500,000	-\$850,000	\$650,000	\$0	\$650,000
Whetstone Creek Monitoring				\$190,000	\$190,000	\$0	\$190,000
Bond Issuance Costs				\$428,350	\$428,350	\$0	\$428,350
Rounding				\$0		\$0	
Electric Power Service Upgrades	\$800,000	\$800,000			\$800,000		\$800,000
Water and Sewer Service Upgrades	\$1,125,000	\$1,125,000			\$1,125,000		\$1,125,000
Washington Street Access	\$600,000	\$600,000			\$600,000		\$600,000
Subtotal	\$13,725,000	\$2,525,000	\$11,200,000	\$2,021,000	\$15,746,000	\$0	\$15,746,000
Other Eligible Activities							
Relocation of Municipal Services Center	\$18,000,000		\$18,000,000		\$18,000,000		\$18,000,000
MSF ELIGIBLE ACTIVITIES SUBTOTAL							
	\$35,200,000	\$6,000,000	\$29,200,000	\$2,021,000	\$37,221,000	\$300,000	\$37,521,000
INTEREST							
	\$20,553,061	\$3,503,363	\$17,049,698	\$1,180,049	\$21,733,110	(\$305,000)	\$21,428,110
Work Plan Development and Approval Costs							
Brownfield Plan and Work Plan Development and Approval	\$10,000	\$0	\$10,000	\$10,000	\$20,000	\$5,000	\$25,000
Administrative and Operation Costs*	\$200,000		\$200,000		\$200,000		\$200,000
Subtotal	\$210,000	\$0	\$210,000	\$10,000	\$220,000	\$5,000	\$225,000
ELIGIBLE ACTIVITIES SUBTOTAL							
	\$55,963,061	\$9,503,363	\$46,459,698	\$3,211,049	\$59,174,110	\$0	\$59,174,110

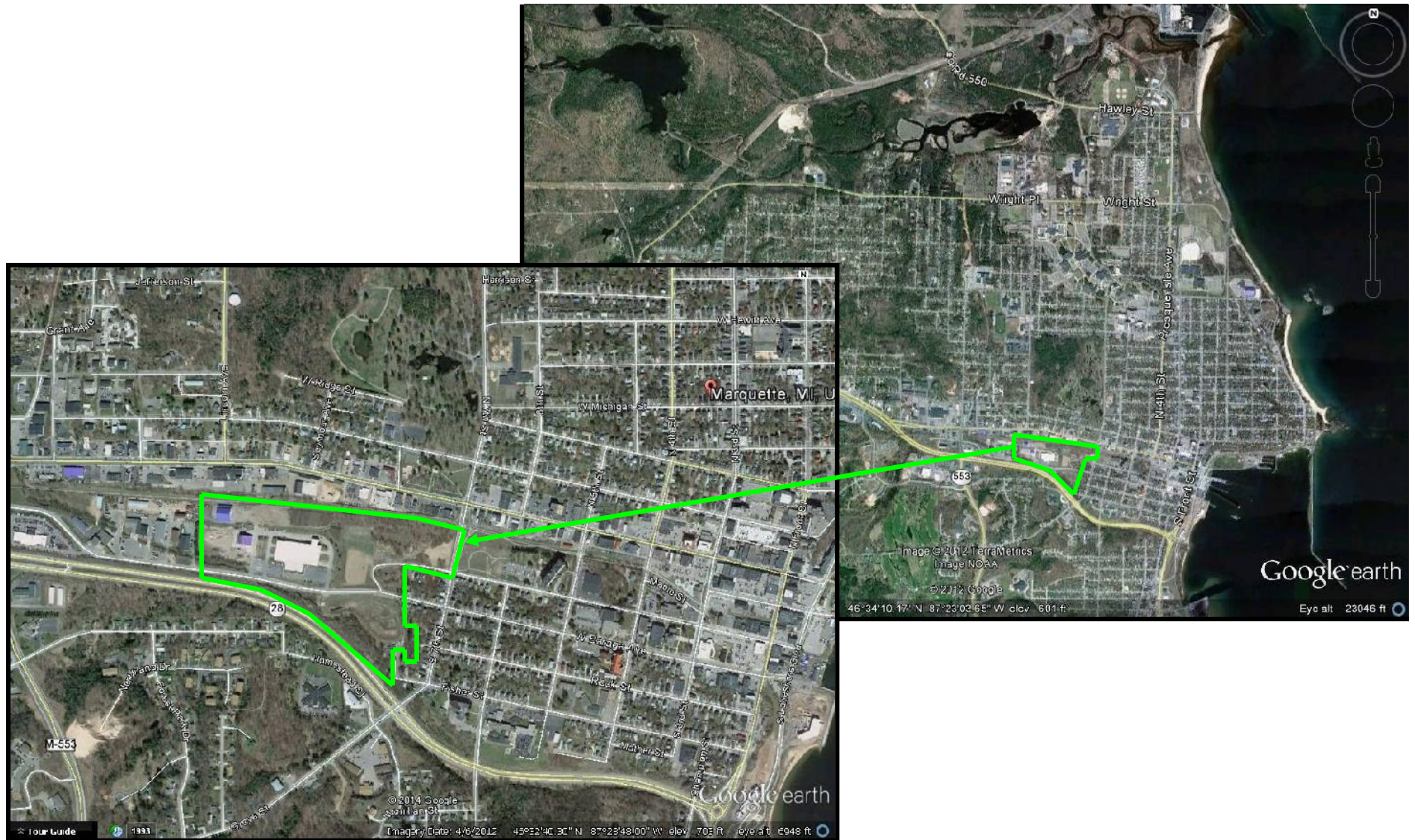
MS-confirmed
MS-Adjusted
f - foots
MS-Value changed due to adj at formula dependent cell

TABLE 2
CASH FLOW STATEMENT
DLP Marquette General Replacement Hospital
Marquette Brownfield Redevelopment Authority

										Actual To Date	PA 255 Ends & Private Eligible Activity Capture Ends													LBRF Tax Capture Ends				Public Eligible Activity Bond Capture Ends														
REVENUE YEAR										2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045		
ANNUAL VALUE ADDITIONS										\$97,477,396		\$70,000,000	\$27,477,396		\$0	\$0	\$0																									
CUMULATIVE VALUE																																										
Real Property																																										
Hospitality House #0514075																																										
CFT Parcel #0514074												\$11,991,800	\$83,452,200	\$154,039,200	\$183,986	\$186,746	\$189,547	\$192,390	\$195,276	\$198,205	\$201,178	\$204,196	\$207,259	\$247,373,639	\$251,084,244	\$254,850,508	\$258,673,265	\$262,553,364	\$266,491,665	\$270,489,040	\$274,546,375	\$278,664,571	\$282,844,539	\$287,087,208	\$291,393,516	\$295,764,418	\$300,200,885	\$304,703,898	\$309,274,456	\$313,913,573		
Personal Property(#9671829 in 2019 CFT)										\$62,522,604	\$0			\$23,394,000	\$61,522,604	\$62,522,604	\$43,717,179	\$37,490,145	\$32,963,562	\$29,112,206	\$26,136,076	\$23,285,172	\$21,409,494	\$20,708,590	\$24,708,590	\$21,758,137	\$19,222,459	\$17,332,007	\$15,781,555	\$14,556,329	\$10,630,199	\$10,630,199	\$47,345,118	\$40,117,179	\$35,090,145	\$31,363,562	\$28,012,206	\$25,436,076	\$23,285,172	\$21,409,494	\$19,508,208	
Land [Parcel #0514071] @ Ad Valorem										\$4,000,000	\$4,000,000	\$3,747,000	\$3,747,000	\$3,747,000	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416	\$3,530,416		
TAXABLE VALUE																																										
Real Property																																										
Hospitality House #0514075																																										
CFT Parcel #0514074												\$5,995,900	\$41,726,100	\$77,019,600	\$95,395,472	\$93,373	\$94,773	\$96,195	\$97,638	\$99,103	\$100,589	\$102,098	\$103,629	\$123,686,820	\$125,542,122	\$127,425,254	\$129,336,633	\$131,276,682	\$133,245,832	\$135,244,520	\$137,273,188	\$139,332,285	\$141,422,270	\$143,543,604	\$145,696,758	\$147,882,209	\$150,100,442	\$152,351,949	\$154,637,228	\$156,956,787		
Land [Parcel #0514071] @ Ad Valorem										\$0	\$2,000,000	\$1,873,500	\$1,873,500	\$1,873,500	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$1,765,208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Personal Property(#9671829 in 2019 CFT)																\$31,222,722	\$21,858,590	\$18,745,072	\$16,481,781	\$14,556,103	\$13,068,038	\$11,642,586	\$10,704,747	\$12,354,295	\$10,879,069	\$9,616,230	\$8,666,004	\$7,890,778	\$7,278,165	\$5,315,099	\$5,315,099	\$3,672,559	\$20,058,590	\$17,546,072	\$15,681,781	\$14,006,103	\$12,718,038	\$11,642,586	\$10,704,747	\$9,754,295		
Total										Actual	\$2,000,000	\$7,869,400	\$43,599,600	\$90,590,100	\$128,013,975	\$129,907,707	\$135,068,936	\$133,627,096	\$133,060,557	\$132,857,082	\$133,117,054	\$133,465,859	\$134,328,890	\$125,452,028	\$127,307,330	\$129,190,462	\$131,101,841	\$133,041,890	\$135,011,040	\$137,009,728	\$139,038,396	\$141,097,493	\$143,187,478	\$145,308,812	\$147,461,966	\$149,647,417	\$151,865,650	\$154,117,157	\$156,402,436	\$158,721,995		
REVENUES																																										
SCHOOL TAXES										\$0	\$48,000	\$134,903	\$670,856	\$1,235,349	\$1,567,789	\$1,590,670	\$1,780,471	\$1,796,218	\$1,814,893	\$1,834,962	\$1,856,732	\$1,879,083	\$1,903,296	\$3,047,912	\$3,088,013	\$3,129,420	\$3,172,442	\$3,216,678	\$3,262,099	\$3,304,179	\$3,352,867	\$3,457,358	\$3,496,675	\$3,540,047	\$3,586,133	\$3,633,556	\$3,682,930	\$3,733,740	\$3,785,773	\$3,838,591		
NON-SCHOOL TAXES										\$0	\$48,923	\$119,162	\$577,765	\$1,180,885	\$1,650,500	\$1,674,585	\$1,740,195	\$1,721,889	\$1,714,708	\$1,712,463	\$1,715,463	\$1,719,915	\$1,730,903	\$3,345,685	\$3,374,093	\$3,405,909	\$3,442,415	\$3,481,874	\$3,524,139	\$3,549,993	\$3,601,557	\$3,887,194	\$3,894,387	\$3,916,363	\$3,947,410	\$3,981,663	\$4,021,676	\$4,065,236	\$4,111,403	\$4,158,281		
ISD TAXES										\$0	\$4,410	\$10,741	\$50,130	\$101,932	\$143,001	\$145,088	\$150,772	\$149,186	\$148,564	\$148,342	\$148,630	\$149,015	\$149,967	\$289,874	\$292,335	\$295,092	\$298,255	\$301,673	\$305,335	\$307,575	\$312,043	\$336,791	\$337,414	\$339,318	\$342,008	\$344,976	\$348,442	\$352,216	\$356,216	\$360,278		
TOTAL TAXES										\$0	\$101,332	\$264,805	\$1,298,750	\$2,518,166	\$3,211,789	\$3,410,343	\$3,671,439	\$3,678,165	\$3,678,165	\$3,695,444	\$3,720,824	\$3,746,013	\$3,784,166	\$6,683,470	\$6,754,442	\$6,830,420	\$6,913,112	\$7,000,225	\$7,091,574	\$7,161,747	\$7,266,466	\$7,681,342	\$7,728,477	\$7,795,727	\$7,875,551	\$7,960,195	\$8,053,048	\$8,151,192	\$8,253,392	\$8,357,150		
-48,923																																										
CFT											50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%				
PA 255 Value - State										\$0	\$53,963	\$375,535	\$786,449	\$1,135,411	\$1,152,442	\$1,198,891	\$1,185,891	\$1,180,779	\$1,178,935	\$1,181,201	\$1,184,387	\$1,192,140	\$1,195,897	\$1,204,140	\$1,212,897	\$1,222,140	\$1,231,897	\$1,241,140	\$1,250,897	\$1,260,140	\$1,269,897	\$1,279,140	\$1,288,897	\$1,298,140	\$1,307,897	\$1,317,140	\$1,326,897	\$1,336,140	\$1,345,897	\$1,355,140	\$1,364,897	\$1,374,140
PA 255 Value - Local										\$0	\$73,334	\$510,337	\$1,090,990	\$1,543,896	\$1,566,963	\$1,630,105	\$1,612,443	\$1,605,493	\$1,602,985	\$1,606,149	\$1,610,399	\$1,620,940	\$1,630,940	\$1,641,440	\$1,651,940	\$1,662,440	\$1,672,940	\$1,683,440	\$1,693,940	\$1,704,440	\$1,714,940	\$1,725,440	\$1,735,940	\$1,746,440	\$1,756,940	\$1,767,440	\$1,777,940	\$1,788,440	\$1,798,940	\$1,809,440	\$1,819,940	
PA 255 Value - ISD										\$0	\$5,610	\$45,999	\$97,801	\$138,911	\$140,995	\$146,676	\$145,087	\$144,462	\$144,236	\$144,521	\$144,903	\$145,852	\$146,740	\$147,628	\$148,516	\$149,404	\$150,292	\$151,180	\$152,068	\$152,956	\$153,844	\$154,732	\$155,620	\$156,508	\$157,396	\$158,284	\$159,172	\$160,060	\$160,948	\$161,836	\$162,724	
Cumulative PA 255 Value - State										\$0	\$53,963	\$429,498	\$1,227,947	\$2,363,358	\$3,515,800	\$4,714,681	\$5,900,572	\$7,081,352	\$8,260,287	\$9,441,548	\$10,625,935	\$11,818,075	\$13,010,215	\$14,202,355	\$15,394,495	\$16,586,635	\$17,778,775	\$18,970,915	\$20,163,055	\$21,355,195	\$22,547,335	\$23,739,475	\$24,931,615	\$26,123,755	\$27,315,895	\$28,508,035	\$29,699,175	\$30,891,315	\$32,083,455	\$33,275,595	\$34,467,735	\$35,659,875
Cumulative PA 255 Value - Local										\$0	\$79,944	\$636,280	\$1,824,971	\$3,507,688	\$5,215,646	\$6,992,427	\$8,749,957	\$10,499,912	\$12,247,133	\$13,997,801	\$15,753,102	\$17,519,894	\$19,286,685	\$21,053,476	\$22,820,267	\$24,587,058	\$26,353,849	\$28,120,640	\$29,887,431	\$31,654,222	\$33,421,013	\$35,187,804	\$36,954,595	\$38,721,386	\$40,488,177	\$42,254,968	\$44,021,759	\$45,788,550	\$47,555,341	\$49,322,132	\$51,088,923	
CAPTURED TAXES																																										
State Allocation																																										
3 MILS										\$6,000	\$23,608	\$130,799	\$271,770	\$384,042	\$389,723	\$405,207	\$400,881	\$399,182	\$398,571	\$399,351	\$400,398	\$402,987	\$405,576	\$411,165	\$416,754	\$422,343	\$427,932	\$433,521	\$439,110	\$444,699	\$450,288	\$455,877	\$461,466	\$467,055	\$472,644	\$478,233	\$483,822	\$489,411	\$495,000	\$500,589		
EGLE										100%	10.22%	\$4,291	\$11,371	\$55,177	\$98,448	\$122,700	\$140,509	\$142,560	\$144,642	\$146,755	\$148,899	\$151,076	\$153,285	\$155,494	\$157,703	\$159,912	\$162,121	\$164,330	\$166,539	\$168,748	\$170,957	\$173,166	\$175,375	\$177,584	\$179,793	\$182,002	\$184,211	\$186,420	\$188,629	\$190,838		
EGLE - STATE										10.22%		\$4,291	\$11,371	\$55,177	\$98,448	\$122,700	\$140,509	\$142,560	\$144,642	\$146,755	\$148,899	\$151,076	\$153,285	\$155,494	\$157,703	\$159,912	\$162,121	\$164,330	\$166,539	\$168,748	\$170,957	\$173,166	\$175,375	\$177,584	\$179,793	\$182,002	\$184,211	\$186,420	\$188,629	\$190,838		
EGLE - LOCAL										0.27%	8.86%	\$4,725	\$11,509	\$55,629	\$113,652	\$158,897	\$157,185	\$163,344	\$161,625	\$160,951	\$160,276	\$159,601	\$158,926	\$103,863	\$106,774	\$109,685	\$112,596															

Table 3 Impact on Taxing Jurisdictions
Amended Brownfield Plan - Thirty Year Duration
DLP Marquette General Replacement Hospital - Marquette Brownfield Redevelopment Authority

	Millage Total	Millage Captured	Percent Allocation	Total Capture \$82,911,686	Total Revenues \$71,072,875
City of Marquette		15.27210	55.30%	\$24,531,795	\$21,028,944
Allocated	14.92250				
Senior	0.34960				
Marquette County		7.62070	27.60%	\$12,241,240	\$10,493,336
Allocated	5.29380				
Transit	0.60000				
Aging	0.44740				
MOE	0.55000				
Dispatch	0.49700				
Rescue	0.15250				
Veterans Affairs	0.08000				
Library		1.36850	4.96%	\$2,198,241	\$1,884,358
Operating	1.3685				
Library Debt	0.4565				
Heritage Trail	0.20000	0.20000	0.72%	\$321,263	\$275,390
Marquette Schools		0.95000	3.44%	\$1,525,999	\$1,308,104
Sinking Fund	0.95000				
School Debt*	0.57000				
ISD	2.20480	2.20480	7.98%	\$3,541,602	\$3,035,903
Local Taxes Total	28.64260	27.61610	100.00%	\$44,360,140	\$38,026,035
State Taxes		24.00000		\$33,382,887	\$33,046,840
School Operating	18.00000				
State Educ Tax	3.00000				
State Brownfield Fund	3.00000			\$5,168,659	
Total	52.64260	51.61610		\$82,911,686	\$71,072,875



**DLP Marquette General Replacement Hospital
Brownfield Plan/Act 381 Work Plan**

Figure 1: Eligible Property Location Map



Marquette Brownfield Redevelopment Authority

**Date:
Revised January 2015**



**DLP Marquette General Replacement Hospital
Brownfield Plan/Act 381 Work Plan**

Figure 2: Eligible Property Boundary Map



Marquette Brownfield Redevelopment Authority

**Date:
Revised January 2015**



**DLP Marquette General Replacement Hospital
Brownfield Plan/Act 381 Work Plan**

Figure 3: Parcel Map



Marquette Brownfield Redevelopment Authority

**Date:
October 2014**



RESOLUTION
Brownfield Plan Second Amendment
DLP Marquette General Replacement Hospital

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on May 24, 2021 at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

Whereas the Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or historic property through tax increment financing of eligible activities approved in a Brownfield Plan; and,

Whereas the Marquette City Commission (the "Commission") established the Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the cleanup and redevelopment of Brownfields within the City of Marquette; and,

Whereas the original Brownfield Plan for the DLP Marquette General Replacement Hospital was approved in 2014 to establish the Brownfield Eligible Property as the former Roundhouse and former Municipal Service Center located between W. Washington Street and U.S. Highway 41 and between South Seventh Street and South McClellan Avenue and established a Brownfield budget for Environmental and Non-Environmental Eligible Activities for reimbursement from future increase real and personal property taxes from additional private investment; and,

Whereas the Brownfield Plan was amended in 2017 to adjust the budget for additional public infrastructure, including McClellan Avenue improvements; and,

Whereas a second amendment is proposed to adjust the budget to provide for reimbursement for Environmental and Non-Environmental Eligible Activities as part of the Beacon House development on the Eligible Property; and,

Whereas the Marquette Brownfield Redevelopment Authority reviewed and approved the Amended Brownfield Plan at a regular meeting on February 18, 2021 finding the Brownfield Plan Second Amendment met the requirements of Act 381 and constitutes a public purpose of environmental protection, job creation, community services, and economic development, and recommends approval by the City Commission; and,

Whereas a public hearing on the Brownfield Plan was held on May 24, 2021, and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and,

Now, Therefore, be it Resolved, the Marquette City Commission has reviewed the Brownfield Plan and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan constitutes a public purpose of environmental protection, job creation, community services, and economic development;
- (b) The Brownfield Plan meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;
- (c) The proposed method of financing the costs of Eligible Activities by Beacon House for private Eligible Activities is feasible and that the Authority will not arrange financing, as described in Section 3.2 of the Plan;
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities and site preparation, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 4.1, 4.2, and 4.3 of the Brownfield Plan; and
- (e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan is reasonable, as calculated in Table 2 of the Brownfield Plan, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan and expenses reviewed and approved by the Marquette Brownfield Redevelopment Authority; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Marquette City Commission hereby approves the Second Amendment for the DLP Marquette General Replacement Hospital Brownfield Plan.

Be it Further Resolved that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

Be it Further Resolved that any prior resolutions, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes:_____

No:_____

Resolution duly adopted

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue

Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote

Approve the minutes of the May 10, 2021 regular Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ May 10 Minutes



City of Marquette, MI

300 West Baraga Avenue
Marquette, Michigan 49855

Meeting Minutes City Commission Meeting

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

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Evan Bonsall moved to Approve the Agenda, with the removal of Item #6, regarding the Founder Landing piling project, seconded by Commissioner Cody Mayer and Carried Unanimously.

Announcements

The Mayor had no announcements.

Boards and Committees

1. Reappointments

Heather Dombrowski, BZA, for a term expiring 2-15-24

Ron Sundell, PIPAC, for a term expiring 4-1-24

Orville Dishno, PIPAC, for a term expiring 4-1-24

Tracy Wascom, PAC, for a term expiring 2-26-24

Commissioner Evan Bonsall moved to Approve the re-appointments as listed, seconded by Commissioner Cody Mayer and Carried Unanimously.

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

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

Margaret Brumm wrote in, asking about which commissioners speak for the City Commission and commenting on the next steps in the City Manager hiring process.

Deb Cook, Joe Havican, Brett Girard, Jim O'Donnell and Joe Downs signed off on a group letter from the Marquette Tennis Association, supporting the project at Williams Park.

Paul Schloegel wrote with concerns about recent service from Waste Management and he urged the City Commission to strongly consider other haulers when the current contract expires.

Utilizing videoconferencing, Mary Tavernini called in to ask the Commission to support the Beacon House project by approving the proposed brownfield plan amendment.

Presentation(s)

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

City Senior Services Manager Maureen McFadden offered an update on the activities of the Senior Center. The Senior Center work has been made much more difficult by Covid, she said, but staff is making the best of it. Ms. McFadden highlighted the center's arts programs, the Silver Sampler and the many vital social work programs.

Public Hearing(s)

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

Commissioner Jessica Hanley moved to Approve the rezoning of vacant land adjacent to 505 Lakeshore Boulevard as recommended by the Planning Commission, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously by Roll Call Vote.

4. Consent Agenda

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

- 4.a. Approve the minutes of the May 4, 2021 special Commission meeting.**
- 4.b. Approve the total bills payable in the amount of \$288,903.18**
- 4.c. Application for License to Use City Property Adjacent to 1000 Spruce Street**
- 4.d. Deed for Property Adjacent to Railroad Right-of-Way**
- 4.e. Front-Load Cuda Parts Washer Purchase**
- 4.f. Hewitt Avenue, Pine Street, Front Street and College Avenue Reconstruction Projects**
- 4.g. License for Use of City Property in the Crescent Street Right-of-Way**
- 4.h. Michael Sjolund - Lease Agreement**
- 4.i. Proclamation - Public Works Recognition Week**
- 4.j. Schedule Public Hearing to Consider the Proposed Conditional Rezoning of 616 Fisher Street**
- 4.k. Schedule Public Hearing-Single Lot Special Assessment Roll #588**
- 4.l. SpinwayMQT, LLC – Lease Agreement**
- 4.m. UP Community Rowing Club - Storage Lease**
- 4.n. Water and Wastewater Computer Hardware Upgrade**
- 4.o. Water and Wastewater Computer System Upgrade**

Unfinished Business

5. City Manager Search Discussion

Commissioner Sally Davis moved to Authorize making an offer of employment for the Marquette City Manager

position to Karen Kovacs, and authorize the Mayor to appoint three City Commissioners to work with staff to negotiate a mutually- acceptable contract for employment with the candidate for consideration at the May 24 City Commission meeting, seconded by Commissioner Cody Mayer and Carried Unanimously. Commissioners voiced support for Ms. Kovacs and praised the strong field of applicants that the City Commission had to choose from.

Via videoconferencing, Ms. Kovacs then shared comments, thanking the City Commission for the opportunity and saying that she was looking forward to becoming a part of the Marquette community.

6. Founders Pile Reuse - Construction Contract

This item was removed from tonight's agenda.

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

Mayor Pro Tem Jenn Hill moved to Approve the contract with Ultra Construction for construction of the Williams Athletic Court Renovations and ADA Access project in the not-to-exceed amount of \$249,659.18, amend the budget to include the additional \$107,659.18, and authorize the Mayor and City Clerk to sign the contract, seconded by Commissioner Sally Davis and Carried Unanimously.

New Business

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

Due to a technical issue during the earlier public comment period, the Mayor allowed public comment from Steve Mariucci, who called in via videoconferencing. Mr. Mariucci asked the Commission for support for this item, which would support the aims of the Beacon House.

The commission voiced general concerns over this proposed amendment and briefly discussed the trade-offs that could be made by deciding to move forward with the proposed amendment. Commissioner Stonehouse questioned whether it was wise to use a brownfield plan to redirect taxpayer funds to a private nonprofit. Still, Commissioners largely supported the idea of approving this item tonight, as it simply schedules a public hearing on the topic, and several said they were hoping to hear from the public on this item.

Commissioner Sally Davis moved to Approve scheduling a public hearing for the Duke LifePoint Marquette General Replacement Hospital brownfield plan amendment for the May 24, 2021 City Commission meeting, and authorize the Mayor and City Clerk to sign the resolution establishing the public hearing, seconded by Commissioner Jessica Hanley and Carried by Roll Call Vote .

This motion carried 6-1, with Commissioner Fred Stonehouse voting against it.

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

Mayor Pro Tem Jenn Hill moved to Approve a Notice of Intent Resolution to start the process of issuing Clean Water State Revolving Fund Bonds for a not-to- exceed amount of \$8,500,000 for the Solids Handling Improvement project, and authorize the City Clerk to sign the Resolution, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

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

Commissioner Fred Stonehouse moved to Approve the contract with Joey Salamon and Ivan Montoya for the Queen City Courts Mural located at Hurley Park in the amount of \$15,000, and authorize the Mayor and City Clerk to sign the agreement, seconded by Commissioner Sally Davis and Carried Unanimously.

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

There were no public comments at this point.

Comments from the Commission

Commissioner Hanley urged residents to get vaccinated if they have not already, and told people that if they have questions or concerns about the vaccines, they should talk to their doctor about it.

Mayor Pro Tem Hill praised the incredible hard work of the medical community in the last year and said it seems like there is a light at the end of the tunnel right now. She noted that today is Small Business Day, and she said this ties in to the vaccine conversation. By getting vaccinated, we can more easily support our small businesses, which are the lifeblood of the community.

Commissioner Mayer had no comments.

Commissioner Stonehouse congratulated Karen Kovacs on being offered the job of City Manager and he said tonight was a productive meeting.

Commissioner Bonsall also congratulated Ms. Kovacs and said he is confident that the Commission made the right choice. He also thanked City Manager Angeli for all his hard work over the years. Commissioner Bonsall also noted Small Business Day, and said that getting vaccinated is the best way to support our small local businesses right now. Finally, he said that public input sessions are beginning shortly for the Kids Cove Playground project.

Commissioner Davis said she thinks the Commission supports the Beacon House, but that the concern expressed tonight stems from subpar communication and from a need to act as good stewards of public funds. She also thanked Frank Walsh for his work as consultant in the City Manager search, and she congratulated Karen Kovacs on her selection as the next Marquette City Manager.

Mayor Smith also thanked Mr. Walsh and again congratulated Karen Kovacs. The mayor appointed Commissioners Stonehouse, Davis and Mayer to the City Manager contract negotiation subcommittee. She mentioned tonight's work session on the Savings Bank building project, which is available for viewing on YouTube. She said this project was larger than she anticipated and she wants to be sure the public has seen the plan now, when the project is still in its early stages. Finally, the mayor noted that it is Public Works Recognition Week and she thanked City Staff for their efforts in that area.

Mayor Smith then asked Karen Kovacs if she would like to say anything. Ms. Kovacs reiterated her appreciation and said she was looking forward to arriving in Marquette.

Comments from the City Manager

City Manager Angeli said that it looks as though there may be a brief window of time between his last day and Ms. Kovacs first day, and he would suggest that the Commission appoint Sean Hobbins as the Interim City Manager during that time.

Adjournment

Mayor Smith adjourned the meeting at 7:50 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote **Juneteenth - Special Event Permit**

BACKGROUND:

Social Justice For Us is requesting the City Commission enter into a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the purpose of hosting "Juneteenth: A Cultural Celebration" on June 19, 2021. Use details are outlined in the agreement. Staff has worked with the City Attorney and Social Justice For Us to develop the permit.

The event organizers have a COVID-19 plan (attached) that limits attendees to 300 persons, calls for health checks at the entrance, and requires masks, among other stipulations.

FISCAL EFFECT:

The general fund will realize \$825.00 in revenue.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Social Justice For Us, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit
- ▣ COVID-19 Plan

SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS

THIS AGREEMENT, made this _____ day of _____, 2021 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and SOCIAL JUSTICE FOR US, a Michigan corporation, of 521 High Street, Marquette, Michigan 49855, and a mailing address of P.O. Box 130, Marquette, Michigan 49855 hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

MATTSON LOWER HARBOR PARK

- (2) Term. The term of this Permit shall be for June 19, 2021 from 8:00a.m. until 11:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"JUNETEENTH: A CULTURAL CELEBRATION"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

Mattson Park	\$775
Alcohol Permit	\$50
Trash drum liners (@ current cost)	\$_____**

****PERMITTEE** may pickup 55-gallon trash drums from the CITY for use during the event and must return the drums to the City no later than 5:00 p.m. the Monday immediately after the event ends.

- (6) Clean-up, Repairs, Maintenance and Damage. **PERMITTEE** shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. **PERMITTEE** shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. **PERMITTEE** will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages **PERMITTEE** to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. **PERMITTEE** shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. **PERMITTEE** shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the **PERMITTEE**, its guests or invitees. At the termination of this Permit, **PERMITTEE** shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) Clean-up and Damage Bond. **PERMITTEE** shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to **PERMITTEE**, without interest, within seven (7) days after all of the following have occurred:

- (a) **PERMITTEE** has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;
- (c) **PERMITTEE** has fully performed the restoration and clean-up of the premises to an “as-is” or better condition as prior to the event; and
- (d) **PERMITTEE** has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

- (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.
- (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

- (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$300.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.
- (11) Signs. PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.
- (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or

occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY “AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY.”

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

■ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

■ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes

in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death,

to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 11:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
 - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
 - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
 - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
 - (iii) The extinguisher shall be tagged with the date and service provider.
 - (iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

- (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

from 11:30 a.m. until 6:00 p.m. on June 19, 2021.

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _____ a.m. / p.m. until _____ a.m. / p.m. on _____, 20___. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.
- (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.
- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.

- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- ☐ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

_____.
- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

- (a) Name and address of the owners of the tent or air supported structure.
- (b) Date the fabric was last treated with flame resistant solution.
- (c) Trade name of kind of chemical used in treatment.
- (d) Name of person or firm treating the material.
- (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

- (29) Fire.
 - (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
 - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
 - (c) All seating capacity and room arrangements shall be approved by the Fire Department.
 - (d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.
 - (e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

- (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

- (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

PERMITTEE has permission to begin setting up on June 18, 2021 at 8:00 a.m. and must have all items removed from the park by 10:00 p.m. on June 20, 2021.

PERMITTEE shall follow all Michigan Department of Health and Human Services Facemask and Gathering Orders, and any other relevant federal, state or local orders pertaining to the COVID pandemic in effect at the time of the event. This requirement is intended to include social distancing requirements, and capacity limitations, as well as any other requirements of the relevant order. PERMITTEE shall follow PERMITTEE's COVID safety plan, attached as Exhibit A, and shall provide any required updates to the safety plan to the Director of Community Services at least ten days prior to the event.

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.
- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.
- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.
- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

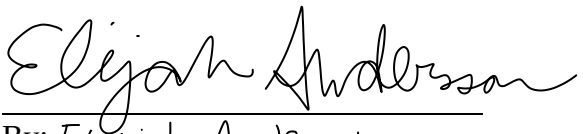
IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

SOCIAL JUSTICE FOR US

Jennifer A. Smith, Mayor


By: Elijah Anderson
Its: Director of Research & Cybersecurity

Kyle Whitney, City Clerk

By:
Its:

Approved as to Substance:

_____, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

COVID-19 GUIDELINES FOR JUNETEENTH EVENT

Location: Lower Harbor, Marquette, MI

- Clear messages (e.g., images, videos) will be posted on the Social Justice For Us website and social media pages about behaviors that prevent spread of COVID-19 to staff and attendees before the event.
- SJFU members, volunteers and any staff will be trained on these Covid-19 guidelines. If any member, volunteer or staff member has been exposed to Covid-19 within the 2 weeks prior to the event or are showing any symptoms of Covid-19 in that 2 week window, they will not attend the event.
- This plan will be communicated with partner organizations such as vendors to ensure that they are aware of all of our COVID-19 safety protocols.
- Attendance is limited to 300 persons, including volunteers, vendors and staff. Attendance will be tracked with a tally counter.
- Attendees will be counted as they enter and exit to the event to ensure the number of attendees is within the 300 person limit.
- Health checks will be in place at each entrance, including temperature checks and screening questions. These checks will be conducted in a way that is safe and respectful, and in accordance with any applicable privacy laws and regulations.
- Multiple entrance and exit areas will be utilized to discourage crowding in waiting areas.
- Well-fitting face masks that cover the mouth and nose must be worn by all attendees, volunteers and staff attendees are not seated. Exceptions: children under 2 years of age, persons with disabilities that prevent them from safely wearing face masks.
- Six feet of distance must be maintained between households as much as possible.
- An on-duty volunteer or staff person will be assigned to be responsible for ensuring that social distancing and masks are being worn.
- Vendors that share the venue facilities such as food vendors shall be made aware of and follow all safety protocols.
- Physical barriers, such as sneeze guards and partitions, will be installed in areas where it is difficult for individuals to remain at least 6 feet apart.
- Physical guides, such as signs, will be in place to promote social distancing.
- Signs will be posted in highly visible locations that promote everyday protective measures such as wearing cloth face coverings and that describe how to stop the spread of germs at: the entrance, eating areas, restrooms,
- Touchless payment options will be utilized whenever possible.
- Adequate supplies (paper towels, disinfecting wipes, hand sanitizer) will be purchased and available to and clean and disinfect close shared spaces (counter tops, tables, payment terminals) as well as shared items (pens etc) will be cleaned and disinfected between use.
- Hand sanitizer that contains at least 60% alcohol will be provided and placed in multiple stations around the event so that attendees and staff can sanitize their hands frequently.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote

Resolution of Support for Emergency Declaration and Exercise of Emergency Powers - Roll Call Vote

BACKGROUND:

On March 10, 2020, the Michigan Department of Health and Human Services identified the first two presumptive-positive cases of the novel coronavirus (COVID-19) in Michigan. COVID-19 is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person.

On March 17, 2020, the Marquette County Board of Commissioners declared a countywide state of emergency, which has been extended and remains in effect.

Shortly thereafter, Governor Gretchen Whitmer issued Executive Order 2020-21, which directed residents to remain at home or in their place of residence to the maximum extent feasible, in an attempt to suppress the spread of COVID-19, to prevent the state health care system from being overwhelmed, to allow time for the production of critical test kits, ventilators, and personal protective equipment, to establish the public health infrastructure necessary to contain the spread of infection.

On October 9, 2020, the Michigan Department of Health and Human Services issued an emergency Gathering Prohibition and Face Covering Order, which limits the number of persons who may gather and reduces customer capacity in food establishments in an attempt to continue to suppress the spread of COVID-19, and to continue to try to prevent the state health care system from being overwhelmed. This order has been modified and extended several times and the most recent version, dated May 15, 2021 is in effect until May 31, 2021.

In the City of Marquette, as throughout the State of Michigan, taverns, breweries and dine-in restaurants continue to operate at reduced capacities in compliance with the emergency orders. While the local community has proven resilient and creative in these difficult times, the economic struggles of City residents and business owners is undeniable and additional creative solutions continue to be needed to assist our local business community into the foreseeable future.

In response to these local needs, Mayor Jenna Smith, as the Mayor of the City of Marquette, in accordance with Chapter 20 of the Marquette City Code, has declared that a Local State of Emergency continues to exist within the City of Marquette.

Additionally, under the powers enumerated in Section 20-7 of the Marquette City Code, the Mayor declares that due to the combination of current economic and public health conditions, requirements to limit seating, a continuing need for appropriate social distancing and the impending effective date of the Governor's recent orders, the time and cost of the Special Land Use Permitting process for outdoor food and beverage service represents an undue injury or

damage to City businesses.

Beginning immediately and continuing so long as an active Order of the Michigan Department of Health and Human Services imposes seating and distancing limitations on these establishments, the Special Land Use Permitting process for Outdoor Food and Beverage Service is suspended. No later than 90 days following the expiration or termination of all Michigan Department of Health and Human Services Orders imposing seating and distancing limitations on food establishments, such food establishment must have an approved Special Land Use Permit for Outdoor Food and Beverage Service, if required in the subject zoning district, or cease activity allowed pursuant to this emergency order.

Please note that during this time, all food and beverage service must still follow the mandates found in the Michigan Department of Health and Human Services Orders, as well as any requirements from the Marquette County Health Department. Further, nothing in this emergency declaration permits any rights beyond the suspension of the Special Land Use Permitting process for Outdoor Food and Beverage Service. In particular, this emergency declaration does not serve to allow the construction of any permanent structures or waive any other requirements pertaining to the operation of businesses in the City of Marquette.

Additionally, all streets and public ways must remain open for traffic and ingress and egress for public safety to be maintained.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt the Resolution in Support of Mayor Jennifer A. Smith's Emergency Declaration and Exercise of Emergency Powers.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Mayor's Declaration

**RESOLUTION IN SUPPORT OF MAYOR JENNA SMITH'S EMERGENCY
DECLARATION AND EXERCISE OF EMERGENCY POWERS**

CITY OF MARQUETTE
County of Marquette, State of Michigan

At the regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 24th day of May, 2021, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution was offered by _____ and supported by _____.

WHEREAS, the spread of COVID-19 is considered a global pandemic; and

WHEREAS, the Federal and State governments have declared a state of emergency in order to lessen the impact of COVID-19; and

WHEREAS, the Michigan Department of Health and Human Services has issued an emergency Gathering Prohibition and Face Covering Order, which limits the number of persons who may gather and reduces customer capacity in food establishments in an attempt to continue to suppress the spread of COVID-19; and

WHEREAS, these limitations mean additional creative solutions may be needed to assist our local business community into the foreseeable future; and

WHEREAS, Marquette Mayor Jenna Smith recently exercised the emergency powers of her office to declare a state of local emergency; and

WHEREAS, Mayor Smith also exercised her emergency powers to suspend the Special Land Use Permitting process for outdoor food and beverage service in the City of Marquette;

THEREFORE BE IT RESOLVED, That the Marquette City Commission concurs and supports Mayor Smith's declaration of local emergency and exercise of emergency powers; and

BE IT FURTHER RESOLVED, That the Marquette City Commission concurs that the permitting suspension enacted by the Mayor shall continue so long as an active Executive Order of the Governor imposes seating and distancing limitations on these establishments.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Kyle Whitney, Marquette City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on May 24, 2021.

Kyle Whitney, Marquette City Clerk

**DECLARATION OF EMERGENCY
ENACTMENT OF EMERGENCY POWERS**

CITY OF MARQUETTE
County of Marquette, State of Michigan

On March 10, 2020, the Michigan Department of Health and Human Services identified the first two presumptive-positive cases of the novel coronavirus (COVID-19) in Michigan. COVID-19 is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person.

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In the City of Marquette, as throughout the State of Michigan, taverns, breweries and dine-in restaurants continue to operate at reduced capacities in compliance with the emergency orders. While the local community has proven resilient and creative in these difficult times, the economic struggles of City residents and business owners is undeniable and additional creative solutions continue to be needed to assist our local business community into the foreseeable future.

Therefore, as the Mayor of the City of Marquette, in accordance with Chapter 20 of the Marquette City Code, I hereby declare that a Local State of Emergency continues to exist within the City of Marquette.

Additionally, under the powers enumerated in Section 20-7 of the Marquette City Code, I declare that due to the combination of current economic and public health conditions, requirements to limit seating, a continuing need for appropriate social distancing and the impending effective date of the Governor's recent orders, the time and cost of the Special Land

Use Permitting process for outdoor food and beverage service represents an undue injury or damage to City businesses.

Beginning immediately and continuing so long as an active Order of the Michigan Department of Health and Human Services imposes seating and distancing limitations on these establishments, the Special Land Use Permitting process for Outdoor Food and Beverage Service is suspended. No later than 90 days following the expiration or termination of all Michigan Department of Health and Human Services Orders imposing seating and distancing limitations on food establishments, such food establishment must have an approved Special Land Use Permit for Outdoor Food and Beverage Service, if required in the subject zoning district, or cease activity allowed pursuant to this emergency order.

Please note that during this time, all food and beverage service must still follow the mandates found in the Michigan Department of Health and Human Services Orders, as well as any requirements from the Marquette County Health Department. Further, nothing in this emergency declaration permits any rights beyond the suspension of the Special Land Use Permitting process for Outdoor Food and Beverage Service. In particular, this emergency declaration does not serve to allow the construction of any permanent structures or waive any other requirements pertaining to the operation of businesses in the City of Marquette.

Additionally, all streets and public ways must remain open for traffic and ingress and egress for public safety to be maintained.

Signed this _____ day of _____, 2021.

Jennifer A. Smith, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote

Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote

BACKGROUND:

Chapter 48-194 of the City Code states, "Unpaid stormwater service charges shall constitute a lien against the property affected from the date the charges were incurred. Charges which have remained unpaid for a period of three (3) months prior to April 1 of any year may, after notice to the owner, by resolution of the City Commission, be certified to the City Assessor who shall place the charges on the City Tax Roll."

Chapter 48-123 of the City Code states, "Charges for water and wastewater services shall constitute a lien against the property served, and if not paid within three (3) months after the same is due, the official in charge of the collection thereof shall, prior to April 1 and October 1, certify to the City Assessor the facts of such delinquency, whereupon the City Assessor shall enter such delinquent charges upon the next general City Tax Roll as a charge against such premises, and the lien thereof shall be enforced in the same manner as provided by law for delinquent and unpaid taxes."

FISCAL EFFECT:

\$2,058.88 plus accruing interest and penalty for delinquent stormwater, and \$58,703.72 plus accruing interest and penalties for delinquent water/sewer accounts.

RECOMMENDATION:

Adopt the Resolutions to place unpaid stormwater, water, and wastewater utility charges on the next City Tax Roll for collection, and authorize the City Clerk to sign the Resolutions.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution for Unpaid Stormwater
- ▣ Resolution for Unpaid Water and Wastewater
- ▣ Delinquent Stormwater
- ▣ Delinquent Water and Wastewater

RESOLUTION FOR UNPAID STORMWATER

WHEREAS, the City of Marquette has adopted a Stormwater Utility Ordinance, Chapter 48 of the City Code; and,

WHEREAS, each parcel in the City of Marquette is assessed a proportionate share of the cost of the utility; and,

WHEREAS, the attached list of property owners have not paid their stormwater utility charges, which were delinquent three months prior to April 1, 2021, and have been so notified.

NOW, THEREFORE, IT IS RESOLVED, that the attached list of unpaid stormwater utility charges shall be certified to the Marquette City Assessor to be placed on the next city tax roll for collection.

The foregoing resolution offered by Commissioner _____ and supported by Commissioner _____.

AYES:

NAYS:

ABSENT:

ABSTENTION:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of the resolution adopted by the City Commission of the City of Marquette, County of Marquette, Michigan, at a regular meeting held on May 24, 2021.

Kyle Whitney, Clerk

RESOLUTION FOR UNPAID WATER & WASTEWATER

WHEREAS, the City of Marquette has adopted a Water and Sewage Rates Ordinance, Chapter 48 of the City Code; and,

WHEREAS, each parcel in the City of Marquette is assessed a proportionate share of the cost of the utility; and,

WHEREAS, the attached list of property owners have not paid their water and wastewater charges, which were delinquent three months prior to April 1, 2021, and have been so notified.

NOW, THEREFORE, IT IS RESOLVED, that the attached list of unpaid water and wastewater charges shall be certified to the Marquette City Assessor to be placed on the next city tax roll for collection.

The foregoing resolution offered by Commissioner _____ and supported by Commissioner _____.

AYES:

NAYS:

ABSENT:

ABSTENTION:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of the resolution adopted by the City Commission of the City of Marquette, County of Marquette, Michigan, at a regular meeting held on May 24, 2021.

Kyle Whitney, Clerk

Parcel	Amount	Account	Incurred by	Incurred by address	Incurred by city state zip	Service address	Owner	Owner c/o	Owner address	Owner city state zip	Status
0020010	487.94	7402218001	INDIANA MICHIGAN POWER CO	1 RIVERSIDE PLAZA	COLUMBUS, OH 43215-2355	301 E HAMPTON ST	INDIANA MICHIGAN POWER CO		PO BOX 16428	COLUMBUS, OH 43216	Active
0030020	259.25	7560071001	INDIANA MICHIGAN POWER CO	1 RIVERSIDE PLAZA	COLUMBUS, OH 43215-2355	201 E HAMPTON ST	INDIANA MICHIGAN POWER CO		PO BOX 16428	COLUMBUS, OH 43216	Active
0060610	66.12	2002064001	FULSHER THEODORE	401 S LAKESHORE BLVD APT 311	MARQUETTE, MI 49855-4670	321 MESNARD ST	FULSHER, THEODORE		401 S LAKESHORE BLVD APT 311	MARQUETTE, MI 49855	Active
0090751	44.08	5561022002	GORSALITZ JOSH	234 BLEMHUBER AVE	Marquette, MI 49855-4914	231 NEWBERRY ST	GORSALITZ, JOSHUA / HEIDI		234 BLEMHUBER AVE	MARQUETTE, MI 49855	Active
0110880	66.12	4006037001	DOBRZENSKI MARY JO	11185 LOST ARROW	LITTLETON, CO 80125-9282	234 FISHER ST	DOBRZENSKI, MARY JO / ET AL		11185 LOST ARROW	LITTLETON, CO 80125	Active
0150830	404.37	680076104	DELFT LLC	424 N 3RD ST	Marquette, MI 49855-3555	130 W MAIN ST	PHOENIX LANE LLC		431 E RIDGE ST	MARQUETTE, MI 49855	Active
0261493	46.26	6496036701	BEAUCHAMP AMY/SAMUEL	4538 BUNKER HILL DR	BETTENDORF, IA 52722-1761	W RIDGE ST	BEAUCHAMP, AMY P / SAMUEL		4538 BUNKER HILL DR	BETTENDORF, IA 52722	Active
0271110	66.12	5561054001	VENETJOKI ARI	65 MISTIC AVE	ROCKPORT, ME 04856-5732	1101 LOGAN ST	VENETJOKI, ARI	KARLA VENETJOKI	65 MISTIC AVE	ROCKPORT, ME 04856	Active
0281440	60.61	6496072005	TERRIAN JUSTIN	2782N VANATTA RD	GULLIVER, MI 49840-9070	934 SHERMAN ST	TERRIAN, JUSTIN A/SIMMONS, JESSICA		2782N VANATTA RD	GULLIVER, MI 49840	Active
0300290	60.61	7234023002	HARING RONALD	351 HARRISON ST	MARQUETTE, MI 49855-3315	351 HARRISON ST	LONGBRIDGE FINANCIAL LLC		3900 CAPITOL CITY BLVD	LANSING, MI 48906	Active
0470470	235.32	8046135603	MCQUAID DANIEL	1727 WILKINSON AVE	Marquette, MI 49855-2126	1903 PRESQUE ISLE AVE	MCQUAID, DANIEL J		1727 WILKINSON AVE	MARQUETTE, MI 49855	Active
1050430	131.04	5560028501	GILMORE MARCUS	110 CHOCOLAY RIVER TRL	MARQUETTE, MI 49855-9589	980 W ORIANNA DR	GILMORE, MARCUS W		110 CHOCOLAY RIVER TRL	MARQUETTE, MI 49855	Active
1050440	131.04	5560029001	GILMORE MARCUS	110 CHOCOLAY RIVER TRL	MARQUETTE, MI 49855-9589	960 W ORIANNA DR	GILMORE, MARCUS W		110 CHOCOLAY RIVER TRL	MARQUETTE, MI 49855	Active
<u>\$ 2,058.88</u>		total owed for 13 parcels as of 5/21/21									

Parcel	Amount	Account	Incurred by	Incurred by address	Incurred by city state zip	Service address	Owner	Owner c/o	Owner address	Owner city state zip	Status
0010500	1149.14	202164002	WARREN CATHERINE	1096 S LAKE ST	MARQUETTE, MI 49855-5227	1096 S LAKE ST	WARREN, CATHERINE		1096 S LAKE ST	MARQUETTE, MI 49855	Active
0070400	290.63	2049126302	HAUSWIRTH LISA	506 MESNARD ST	Marquette, MI 49855-5046	506 MESNARD ST	BIANCHI, LISA A		506 MESNARD ST	MARQUETTE, MI 49855	Active
0081150	1544.11	2003113701	DUPRAS CAROLYN	318 JACKSON ST	Marquette, MI 49855-4938	318 JACKSON ST	DUPRAS, ERIC / CAROLYN		318 JACKSON ST	MARQUETTE, MI 49855	Active
0110090	379.74	4006026209	FACCIO JAMES	146 FISHER ST	MARQUETTE, MI 49855-4715	146 FISHER ST	FACCIO, JAMES C		146 FISHER ST	MARQUETTE, MI 49855	Active
0120050	2133.79	4008122108	FUSE MARK	423 W BARAGA AVE	MARQUETTE, MI 49855-4515	423 W BARAGA AVE	FUSE, MARK L		423 W BARAGA AVE	MARQUETTE, MI 49855	Active
0120300	393.10	4006172211	ARKANSAS KAT	502 ROCK ST	MARQUETTE, MI 49855-4530	502 ROCK ST	ROCK STREET PROPERTIES LLC		501 W BARAGA AVE	MARQUETTE, MI 49855	Active
0120440	189.86	4006204205	RICHARD JAMES	407 ROCK ST	Marquette, MI 49855-4527	407 ROCK ST	RICHARD, JAMES E / SHERI L		407 ROCK ST	MARQUETTE, MI 49855	Active
0120740	546.40	4006101003	TAKASH LISA	428 FISHER ST	MARQUETTE, MI 49855-4522	428 FISHER ST	TAKASH, MICHAEL J / LISA S		428 FISHER ST	MARQUETTE, MI 49855	Active
0150050	40.94	5616014511	MAHAN DANIEL	704 CARLTON AVE	FARIBAULT, MN 55021-5940	213 W RIDGE ST	MAHAN, DANIEL L		704 CARLTON AVE	FARIBAULT, MN 55021-5940	Inactive-Balance Due
0171500	315.79	5232142301	BELIC MATTHEW	420 PINE ST	Marquette, MI 49855-3836	420 PINE ST	BELIC, MATTHEW		420 PINE ST	MARQUETTE, MI 49855	Active
0172870	451.59	4818083302	LACKEY TONY/ DAWN	526 E HEWITT AVE	Marquette, MI 49855-3716	526 E HEWITT AVE	LACKEY, ANTHONY N / DAWN M		526 E HEWITT AVE	MARQUETTE, MI 49855	Active
0180300	4280.50	3429130002	HYDE & SWAJANEN	600 N THIRD ST #A	MARQUETTE, MI 49855-3520	600 N THIRD ST	MORE COWBELL LLC		600 N THIRD ST STE A	MARQUETTE, MI 49855	Active
0181050	742.94	5220080607	PRISK TIM	120 E MICHIGAN ST	MARQUETTE, MI 49855-3822	120 E MICHIGAN ST	PRISK, TIMOTHY L		120 E MICHIGAN ST	MARQUETTE, MI 49855	Active
0181730	149.30	1017296001	ROUMANIS SAM	149 W ARCH ST	Marquette, MI 49855-3539	149 W ARCH ST	ROUMANIS, KALLIOPI		149 W ARCH ST	MARQUETTE, MI 49855	Active
0190760	439.51	5614167910	JOHNSON ERIK	531 W RIDGE ST	Marquette, MI 49855-4117	531 W RIDGE ST	JOHNSON ERIK / LISA JACKSON-		531 W RIDGE ST	MARQUETTE, MI 49855	Active
0230690	495.51	5621142101	SELLE MARGUERITE	N7030 CONNORS RD	MUNISING, MI 49862-9202	316 W MICHIGAN ST	SELLE, MARGUERITE		N7030 CONNORS RD	MUNISING, MI 49862	Active
0250020	1334.36	5621152304	CROW LAITH	407 OAK ST	MARQUETTE, MI 49855-3437	407 OAK ST	KONA DEVELOPMENT LLC		2652 MORAN ST	MARQUETTE, MI 49855	ACTIVE
0260140	260.19	612335003	GRANGE CHRIS	757 W BLUFF ST	MARQUETTE, MI 49855-4136	757 W BLUFF ST	GRANGE, CHRISTOPHER K / SHERRY L		757 W BLUFF ST	MARQUETTE, MI 49855	Active
0260360	770.68	6111110005	SLOMKA DARLENE	854 W WASHINGTON ST	MARQUETTE, MI 49855-4140	854 W WASHINGTON ST	BERRY, BRUNHILDE / BERRY, PETRA		850 W WASHINGTON ST	MARQUETTE, MI 49855	Active
0261110	1782.56	612289202	BENTLEY JOSELYN	PO BOX 1920	MADISON, WI 53701-1920	828 W BLUFF ST	BENTLEY, JOSELYN J		PO BOX 1920	MADISON, WI 53701	Active
0271060	1486.90	6452047107	ADAMS TREVOR	1217 LOGAN ST	MARQUETTE, MI 49855-2531	1217 LOGAN ST	ADAMS, TREVOR S		1217 LOGAN ST	MARQUETTE, MI 49855	Active
0280870	390.00	7640118013	LANGLOIS SHANE	1210 LINCOLN AVE	MARQUETTE, MI 49855-2625	1210 LINCOLN AVE	1210 LINCOLN LLC		1338 14TH STREET N	SAINT PETERSBURG, FL 33705	Active
0280980	720.93	7638022006	DUQUETTE GAIL	265 COPPER ST	ISHPEMING, MI 49849-2604	1303 LINCOLN AVE	EYZ RENTALS LLC		986 W COLLEGE AVE	MARQUETTE, MI 49855	Active
0281581	396.10	6496076603	KUHNLE KAREN	941 SHERMAN ST	Marquette, MI 49855-3203	941 SHERMAN ST	KUHNLE, KAREN E		941 SHERMAN ST	MARQUETTE, MI 49855	Active
0290301	867.99	7236014002	GALLOWAY BREE	714 N 7TH ST	Marquette, MI 49855-3308	714 N SEVENTH ST	TAYLOR, BREE M		714 N SEVENTH ST	MARQUETTE, MI 49855	Active
0300470	1643.75	7234015313	TOOTHMAN VAIDA	7879 SUNSET DR	TRAVERSE CITY, MI 49685-9031	344 HARRISON ST	ZIZMINSKAITE, VAIDA		7879 SUNSET DR	TRAVERSE CITY, MI 49685	Active
0310020	918.58	1023208006	ANDRONIS MARY	225 W CRESCENT ST	MARQUETTE, MI 49855-3413	225 W CRESCENT ST	MOORE, CHRISTOPHER LANDER		225 W CRESCENT ST	MARQUETTE, MI 49855	Active
0310210	541.47	7234155308	FRIES DERRICK	375 W CRESCENT ST	Marquette, MI 49855-3312	375 W CRESCENT ST	FRIES, DERRICK W		375 W CRESCENT ST	MARQUETTE, MI 49855	Active
0320150	235.66	7236084004	LAMERE TAMMY	521 N THIRD ST	MARQUETTE, MI 49855-3517	339 W PARK ST	LAMERE, TAMMY		339 W PARK ST	MARQUETTE, MI 49855	Active
0330250	506.58	1022059003	CLEMONS ANGELA	950 CHERRY CREEK RD	MARQUETTE, MI 49855-8815	102 W HEWITT AVE	PETERSEN, CARL ALAN/ VICTORIA JAYNE		425 BENNAVILLE	BIRMINGHAM, MI 48009	Inactive-Balance Due
0330550	1768.26	3429081101	DALLAS CLEANERS	901 N 3RD ST	Marquette, MI 49855-3503	901 N THIRD ST	DALLAS MARQUETTE RENTAL LLC		901 N THIRD ST	MARQUETTE, MI 49855	Active
0361000	1557.27	5232062301	GEUEKE JOHN/BJ	806 HIGH ST	Marquette, MI 49855-3722	806 HIGH ST	GEUEKE, JOHN		806 HIGH ST	MARQUETTE, MI 49855	Active
0370400	439.28	4818102922	BROWN CECILIA	439 E PROSPECT ST	MARQUETTE, MI 49855-3735	439 E PROSPECT ST	MEISTER, ERIC / JANICE	SW PROPERTY MANAGEMENT	856 W WASHINGTON ST	MARQUETTE, MI 49855	Active
0410230	654.36	3436157114	BIEN CAMDEN	1130 PRESQUE ISLE AVE	MARQUETTE, MI 49855-2717	1130 PRESQUE ISLE AVE	FOGT, AUSTIN		1723 FITCH AVE	MARQUETTE, MI 49855	Active
0430810	625.03	3842131017	SIMMONS DANIEL	421 CENTER ST	MARQUETTE, MI 49855-2103	421 CENTER ST	LOPEZ, JOSE A / ET AL		5011 GRAPE ARBOR LN	LANSING, MI 48917-1519	ACTIVE
0430880	211.28	3842071118	WEBBER LUCAS	425 SUMMIT ST	MARQUETTE, MI 49855-2822	425 SUMMIT ST	RED PLANET FUND LLC	C/O BESSE CAIN	216 PARK ST	HOUGHTON, MI 49931	Inactive-Balance Due
0440630	854.04	3846039010	ZUIDEMA CHARLES	1738 FITCH AVE	MARQUETTE, MI 49855-2111	1738 FITCH AVE	THORLEY, RONALD / WAARA, FRIDA		309 LAKEWOOD LN	MARQUETTE, MI 49855	Active
0450111	850.68	3846055401	LARSEN SUE	514 NORWOOD ST	Marquette, MI 49855-2121	514 NORWOOD ST	LARSEN, SUSAN R		514 NORWOOD ST	MARQUETTE, MI 49855-3314	Active
0450181	347.82	3844030403	BIGHIA MARK	513 WRIGHT ST	Marquette, MI 49855-1916	513 WRIGHT ST	BIGHIA, MARK A		513 WRIGHT ST	MARQUETTE, MI 49855	Active
0450200	1208.61	3844031501	ROBINSON VICKI	1827 LONGYEAR AVE	Marquette, MI 49855-2116	1827 LONGYEAR AVE	ROBINSON, VICTORIA L		1827 LONGYEAR AVE	MARQUETTE, MI 49855	Active
0450210	1664.83	3846051517	JENSEN ERIC	1811 LONGYEAR AVE	MARQUETTE, MI 49855-2116	1811 LONGYEAR AVE	JENSEN, ERIC		1811 LONGYEAR AVE	MARQUETTE, MI 49855	Active
0450241	1182.36	3844016109	DAHLSTROM ERIC	1826 WILKINSON AVE	MARQUETTE, MI 49855-2129	1826 WILKINSON AVE	DAHLSTROM, ERIK J		1826 WILKINSON AVE	MARQUETTE, MI 49855	Active
0461660	753.36	3842160003	MCQUAID DANIEL	1727 WILKINSON AVE	Marquette, MI 49855-2126	1727 WILKINSON AVE	MCQUAID, DANIEL J		1727 WILKINSON AVE	MARQUETTE, MI 49855	Active
0470410	2059.01	8046135408	OFF THE DEEP END PETS	118 EAST STEUBEN STREET SUITE 101	BATH, NY 14810-1666	1907 PRESQUE ISLE AVE	MCQUAID, DANIEL J		1727 WILKINSON AVE	MARQUETTE, MI 49855	Active
0470480	66.79	3846135004	MCQUAID DANIEL	1903 PRESQUE ISLE	MARQUETTE, MI 49855-1911	1901 PRESQUE ISLE AVE	MCQUAID, DANIEL J		1903 PRESQUE ISLE AVE	MARQUETTE, MI 49855	Inactive-Balance Due
0480680	1012.75	8048102010	DICKERSON IAN	2301 PRESQUE ISLE AVE	MARQUETTE, MI 49855-1743	2301 PRESQUE ISLE AVE	MARQUETTE PROPERTY GROUP INC		PO BOX 542	MARQUETTE, MI 49855	Active
0480941	739.65	8047139011	CONWAY ANDY	2200 LONGYEAR AVE	MARQUETTE, MI 49855-1724	2200 LONGYEAR AVE	BLAAUW, JEREMIAH / NICOLE		2857 NORTHCREST DR	MARQUETTE, MI 49855	Active
0481460	1365.17	8047093706	REYNOLDS THOMAS	2318 WILKINSON AVE	MARQUETTE, MI 49855-1742	2318 WILKINSON AVE	REYNOLDS, THOMAS E		2318 WILKINSON AVE	MARQUETTE, MI 49855	Active
0510330	1236.24	2657041105	SPICKERMAN CAROL	2039 GRANITE ST	MARQUETTE, MI 49855-1472	2039 GRANITE ST	LARSSON, KIRK / LEANNE		2045 GRANITE ST	MARQUETTE, MI 49855	Active
0510510	911.79	2657025119	GLADWELL ELISA	551 LAKE STREET	NEGAUNEE, MI 49866	1962 WRIGHT ST	MAKI, PATRICIA J / ET AL		2005 NEIDHART	MARQUETTE, MI 49855	Inactive-Balance Due
0511130	896.51	8047086610	BENAVIDES KRYSTAL	2209 WILKINSON AVE	MARQUETTE, MI 49855-1739	2209 WILKINSON AVE	ESKELINEN, MARTIN G		1022 PINE ST	MARQUETTE, MI 49855	Active
0511256	1435.20	8088710002	TAPPY LANA	716 UNION ST	Marquette, MI 49855-1756	716 UNION ST	TAPPY, LANA / RYAN		716 UNION ST	MARQUETTE, MI 49855	Active
0513590	478.32	697058204	HILL HOLDINGS LLC	1550 W WASHINGTON ST STE A	MARQUETTE, MI 49855-3118	1508 W WASHINGTON ST	HILL BUSINESS HOLDINGS LLC		1550 WEST WASHINGTON STE A	MARQUETTE, MI 49855	ACTIVE
0514770	1969.43	2293007003	GHIRINGHELLI LISA RAE	711 GROVE ST	Marquette, MI 49855-9438	711 GROVE ST	GHIRINGHELLI, ANTHONY W / LISA R		711 GROVE ST	MARQUETTE, MI 49855	Active
0514910	269.01	2293107303	ANDREWS KATIE	800 GROVE ST	MARQUETTE, MI 49855-9439	800 GROVE ST	SCHMUNK RUSS REVOCABLE LIV TRUST		1840 HARBOUR VIEW DR	MARQUETTE, MI 49855	Active
0520340	415.70	6050066001	SCOTT DEBRA	800 LASALLE RD	Marquette, MI 49855-5231	800 LASALLE RD	SCOTT, DEBRA		800 LASALLE RD	MARQUETTE, MI 49855	Active
0560740	2498.10	8044094009	LANGER STEPHANIE	1918 NEIDHART AVE	MARQUETTE, MI 49855-1823	1918 NEIDHART AVE	TACCOLINI, FRED / KRISTY		730 BISHOP WOODS RD	MARQUETTE, MI 49855	Active
0580400	1502.40	2656058002	CONNORS ROSS	1614 KIMBER AVE	MARQUETTE, MI 49855-1504	1614 KIMBER AVE	CONNORS, ROSS A		1614 KIMBER AVE	MARQUETTE, MI 49855	Active
0580430	896.43	2656056503	HELLMAN BARB	1608 KIMBER AVE	Marquette, MI 49855-1504	1608 KIMBER AVE	HELLMAN, BARBARA A		1608 KIMBER AVE	MARQUETTE, MI 49855	Active
0600050	446.67	7638005003	LANGENBURG TERRY	809 W FAIR AVE	MARQUETTE, MI 49855-2609	809 W FAIR AVE	LIUPAKKA, RICHARD / KATHLEEN /ET AL		505 ANNEX RD	NEGAUNEE, MI 49866	Active
0790020	245.70	2656000001	FRIES CONNIE	1412 GRAY ST	MARQUETTE, MI 49855-1538	1412 GRAY ST	FRIES, CONNIE P		1412 GRAY ST	MARQUETTE, MI 49855	Active
0870130	1580.41	2049021405	BURINK SANDRA	501 HILLSIDE DR	MARQUETTE, MI 49855-5040	501 HILLSIDE DR	BURINK, MICHAEL S / SANDRA HANSHAW		501 HILLSIDE DR	MARQUETTE, MI 49855	Active
0880160	1162.66	6854029004	ALCORTA JOHN	1714 WEST AVE	MARQUETTE, MI 49855-1556	1714 WEST AVE	ALCORTA, JOHN		1714 WEST AVE	MARQUETTE, MI 49855	Active
\$ 58,703.72		Total owed of 63 parcels as of 5/21/21									

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote

Shiras Drive and Newberry Street Reconstruction, Street Improvements and Maintenance, and Sanitary Laterals Replacement Projects

BACKGROUND:

Plans have been developed for this construction bid package which includes the locations and types of work listed below:

Street Reconstruction Projects:

- Shiras Drive Reconstruction: US41 to Schoolcraft
- Newberry Street Reconstruction: Division Street to East end

Street Improvements and Maintenance Project and Sanitary Sewer Lateral Replacements Project Locations:

- Norway Avenue: Center to Kaye
- Norway Avenue: College to South End
- Grove Street: Homestead to McClellan
- Pine Street: YMCA entrance to 640' N.
- Tourist Park campground – Entrance Road and road section in campground
- Bike Path – Baraga to 60' N. (drainage correction)
- Brule Road – Joliet to Hennepin
- Hennepin Road – Brule to W. Nicolet
- LaSalle Road – W. Nicolet to Hennepin
- Road Crack Sealing: Various Locations – Approximately 5 Miles Total

The projects have prior Planning Commission and City Commission approval and meet Master Plan and Capital Improvement Plan requirements. The Engineer's estimate for this project was \$1,726,435.50.

Bids for the project were opened on May 5, 2021. Two contractors responded to our request for bids. The results are summarized below:

<u>Vendor</u>	<u>Bids as Written</u>	<u>Bids as Checked</u>
Smith Construction Inc.	\$1,650,031.51	\$1,635,031.50
Oberstar Inc.	\$1,537,968.76	\$1,537,968.76

Tabulation and checking of the bids found one error. The error was mathematical and had no bearing on the final outcome.

FISCAL EFFECT:

The Shiras Drive Reconstruction, Newberry Street Reconstruction, Street Improvements and Maintenance, and Sanitary Lateral Replacements Projects were approved under the FY 2021 budget. These projects will be part of the FY 2021 bond package.

RECOMMENDATION:

Award the contract for the package construction project of Shiras Drive, Newberry Street, Street Improvements and Maintenance, and Sanitary Lateral Replacements to Oberstar, Inc. in the amount of \$1,537,968.76, based on the quantities and unit prices bid, and allow the City Manager to use a 10 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Oberstar Inc Contract, Bonds and Insurance

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: STREET IMPROVEMENTS AND MAINTENANCE, SANITARY LATERAL REPLACEMENTS, SHIRAS DRIVE AND NEWBERRY STREET CONSTRUCTION PROJECT

PROJECT NUMBERS: MQ21-101, MQ21-303, MQ20-025, MQ20-027

THIS AGREEMENT, made this May 24, 2021 between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Oberstar Inc. of Marquette MI, a Corporation, holding license number 38-2204908, hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is May 24, 2021, and the completion date of this project is October 2nd 2021. The Contractor shall be penalized in the amount of \$1,300 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$1,537,968.76, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:
The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:**

The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:**

In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b) Cancellations, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:**

The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20__.

THE CITY OF MARQUETTE

Witness

Jennifer A. Smith, Mayor
City of Marquette

Witness

Kyle L. Whitney, City Clerk
City of Marquette

OBERSTAR, INC.

Anthony S. Meldrum
Witness
Clay L. Resandt
Witness

x Chou, RCh
By: Charles F. Oberstar
Its: President
Address: 1900 Industrial Parkway
Marquette, MI 49855
Telephone#: 906 226 6799

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

L. Michael Angeli
City Manager

4.02 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Oberstar, Inc.

(Name of Contractor)

1900 Industrial Pkwy, Marquette, MI 49855

(Address of Contractor)

a Corporation, hereinafter called "Principal", and
(Corporation, Partnership, or Individual)

Westfield Insurance Company

(Name of Surety)

1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

(Address of Surety)

hereinafter called "Surety" are held and firmly bound unto the City of Marquette 300 W. Baraga Avenue, Marquette, Michigan 49855 hereinafter called "City"; in the penal sum of One Million Five Hundred Thirty-Seven Thousand Nine Hundred Sixty-Eight & 76/100 Dollars, (\$1,537,968.76) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with the City, dated the 24th day of May, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

Street Improvements and Maintenance, Sanitary Lateral Replacements, Shiras Drive
and Newberry Street Construction Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of May 2021.

ATTEST:

(Principal) Secretary

(SEAL)

Cathy S. Melden
Witness as to Principal

(Address)

Oberstar, Inc.

Principal

By

Charles Oberstar

1900 Industrial Pkwy

(Address)

Marquette, MI 49855

Westfield Insurance Company

(Surety)

ATTEST:

Alison L. Neumann
(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

300 S. Front St.

(Address)

Marquette, MI 49855

Alison L. Neumann

Attorney-in-fact

300 S. Front St.

(Address)

Marquette, MI 49855

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

4.03 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Oberstar, Inc.

(Name of Contractor)

1900 Industrial Pkwy, Marquette, MI 49855

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Westfield Insurance Company

(Name of Surety)

1 Park Circle, PO Box 5001 Westfield Center, OH 44251-5001

(Address of Surety)

called Surety are held and firmly bound unto the City of Marquette, 300 W. Baraga Avenue, Marquette, Michigan 49855 called City; in the penal sum of ^{One Million Five Hundred Thirty-Seven Thousand} ~~Nine Hundred Sixty-Eight & 76/100~~ Dollars, (\$ 1,537,968.76) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

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Street Improvements and Maintenance, Sanitary Lateral Replacements, Shiras Drive
and Newberry Street Construction Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 24th day of May 20 21.

ATTEST:

(Principal) Secretary

(SEAL)

Calvin Meldrum
Witness as to Principal

(Address)

ATTEST:

Alison L. Neumann
(Surety) Secretary

(SEAL)

J. V.
Witness as to Surety

300 S. Front St.

(Address)

Marquette, MI 49855

Oberstar, Inc.

Principal

By *Chas P. Ober*

1900 Industrial Pkwy

(Address)

Marquette, MI 49855

Westfield Insurance Company

(Surety)

Alison L. Neumann

Attorney-in-fact

300 S. Front St.

(Address)

Marquette, MI 49855

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/01/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2144202 19

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JANE WANBERG, JAY M. HILLIER, ALISON L. NEUMANN, JAMES GWINN, MARY EBERTS, CHRISTOPHER GRIGAS, JOINTLY OR SEVERALLY

of MARQUETTE and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of JULY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of JULY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of May A.D., 2021.



Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2021

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

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

PRODUCER VAST 300 South Front Street Marquette MI 49855		CONTACT NAME: Alison Neumann PHONE (A/C, No, Ext): (906) 228-7500 FAX (A/C, No): (906) 228-5385 E-MAIL ADDRESS: alisonn@vastsolution.com	
INSURED Oberstar, Inc 1900 Industrial Pkwy. Marquette MI 49855		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Navigators Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 42307	

COVERAGES **CERTIFICATE NUMBER:** 20-21 January 2021 **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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	Y		EPP0150649	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0150649	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			EPP0150649	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	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	N/A	EW029902305	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			CH20EXCZ02HYAIC	07/01/2020	07/01/2021	Each Occurrence \$4,000,000 Aggregate \$4,000,000

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

RE: Street Improvements and Maintenance, Sanitary Lateral Replacements, Shiras Drive and Newberry Street Construction Project
The City of Marquette is additional insured in regards to the general liability per form GA 472 09 18 when signed agreement is in place.

CERTIFICATE HOLDER

CANCELLATION

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

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Additional Named Insureds

Other Named Insureds

1900 Industrial Parkway LLC	Additional Named Insured
1910 Industrial Parkway LLC	Additional Named Insured
Cornerstone Development, Corp.	Additional Named Insured
Oberstar Excavating, Inc.	Additional Named Insured
Superior Contractors, Inc	Additional Named Insured
Wright Street LLC	Additional Named Insured

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote **Water Filtration Plant Roof Shingle Replacement**

BACKGROUND:

The Water Filtration Plant roof has reached the end of its useful life and needs to be replaced. Bid documents were advertised for both 30-year and 50-year shingles and three bidders responded. The bids were opened on May 4, 2021 and are summarized below:

<u>Contractor</u>	<u>30-year</u>	<u>50-year</u>
Closner Construction, Marquette, MI	\$53,930.00	\$57,610.00
Next Chapter Construction, Lansing, MI	\$46,950.00	\$48,750.00
Northern Awning & Window, Marquette, MI	\$32,358.37	\$34,358.37

Due to the condition of the roof, City staff recommends including a 15% contingency to repair any potential structural damage to decking or supports that will not be visible until the existing roof is removed.

FISCAL EFFECT:

\$48,000 was approved in the FY 20/21 Water Filtration Plant budget for this replacement.

RECOMMENDATION:

Award the bid to Northern Awning and Window Company in an amount not-to-exceed \$39,512.13 for 50-year shingles which includes a 15% contingency for potential structural damage, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract / Insurance
- ▣ Bid Tabulation

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Water Filtration Plant Roof Replacement

PROJECT NO: BP21-06

THIS AGREEMENT, made this 24th day of May, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Northern Awning and Window Company of 1221 W. Washington Street, Marquette, Michigan 49855,
a Corporation, holding license number 2102181755
(Corporation, Partnership or Sole Proprietorship)

hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF THE WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is May 25, 2021, and the completion date of this project is September 1, 2021. The Contractor shall be penalized in the amount of \$ -0- per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$ 34,358.37, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

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

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor

becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

FORCE MAJEURE

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

ARTICLE 19

INTEGRATION

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

ARTICLE 20

BINDING AGREEMENT

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

ARTICLE 21

PURCHASING AGENT DESIGNATION AND AUTHORITY

Mark O'Neill, Director of Municipal Utilities, is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

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

Signed this 27 day of MAY, 2021.

THE CITY OF MARQUETTE

Witness

Jennifer A. Smith, Mayor
City of Marquette

Witness

Kyle Whitney, City Clerk
City of Marquette

Witness

Northern Awning & Window Co.

By: _____

By: Peter Hendrickson

Its: _____

Its: Owner

Address: _____

Address: 1221 W. Washington

Telephone#: _____

Telephone#: 906-360-7000

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Suzanne Curry Larsen
City Attorney

L. Michael Angeli
City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2021

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

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

PRODUCER Gauthier Insurance P.O. Box 376 219 S. Main Street Ishpeming MI 49849	CONTACT NAME: Andrea Juchemich PHONE (A/C, No, Ext): (906) 485-6391 E-MAIL ADDRESS: Andrea@GauthierInsurance.com FAX (A/C, No): (906) 485-1277														
INSURED Northern Awning and Window Company, Inc 1221 W Washington St Marquette MI 49855-3108	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: West Bend Mutual Insurance Company</td><td>15350</td></tr><tr><td>INSURER B: Travelers</td><td></td></tr><tr><td>INSURER C:</td><td></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: West Bend Mutual Insurance Company	15350	INSURER B: Travelers		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Travelers															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** MASTER 21-22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		A418861	02/28/2021	02/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A418861	02/28/2021	02/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		A418861	05/17/2021	05/17/2022	EACH OCCURRENCE \$ AGGREGATE \$ 4,000,000
B	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	6EUB-1K22102-A	03/02/2021	03/02/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Marquette is additional insured in regards to the general liability, auto and umbrella where required by written contract. All insurance premiums have been paid up to the current date.

CERTIFICATE HOLDER**CANCELLATION**

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

City of Marquette Water Treatment Facility Roof Replacement BP21-06

	<u>30-year shingle</u>	<u>50-year shingle</u>
Northern Awning & Window Company 1221 W. Washington Street Marquette, MI 49855 Phone: (906) 226-7532 peter@northernawning.com	\$32,358.37	\$34,358.37
Next Chapter Construction 4500 Empire Drive Suite #11 Lansing, MI 48917 Phone: (989) 284-0921 Mark@thenextcc.com	\$46,950.00	\$48,750.00
Closner Construction & Sales, Inc. 2050 Enterprise Street Marquette, Michigan 49855 Phone (906) 225-1146 JGoodney@closner.us	\$53,930.00	\$57,610.00

May 4, 2021 @ 2:00 p.m.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Consent Agenda - Roll Call Vote

W. Washington Street 100 Block Streetscape and Sidewalk Replacement and Repair Projects Cost Adjustment

BACKGROUND:

The City Commission previously approved a contract with Arrow Constructions for the streetscape reconstruction on the 100 block of W. Washington Street and City-wide sidewalk repair and replacements in the amount of \$614,546.75 on April 12, 2021. The City Commission also approved a 10 percent contingency for any unknown circumstances. During construction on the 100 block of W. Washington Street additional costs have been incurred due to the unforeseen need to replace light pole foundations due to corrosion of the anchor bolts, unforeseen changes to pay station electrical circuits and costs associated with repairs of encroaching basements in the right-of-way. These costs are projected to use up most of the 10% contingency.

To avoid potential future delays in this project, a request is being made for an additional 10 percent contingency for unforeseen additional work that may be required.

FISCAL EFFECT:

The W. Washington Street 100 Block Streetscape and Sidewalk Replacement and Repair projects were approved under the FY 2021 budget. These projects will be part of the FY 2021 bond package. Sufficient funds exist due to savings on other projects in the FY 2021 bond package to cover this additional contingency.

RECOMMENDATION:

Authorize the City Manager to use an additional 10 percent contingency for any unknown circumstances that may occur during the remainder of this project.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

Unfinished Business **Founders Pile Reuse - Construction Contract**

BACKGROUND:

As part of the Brownfield Plan for Founders Landing, various public improvements were planned, to be funded through the Plan. The final public improvements required for the Founders Landing development project include redevelopment of the pier and reuse or removal of the existing piling structures. The project area is located on Lake Superior east of and adjacent to the Founders Landing development and south of the lower harbor ore dock. The north set of piles are directly east of Baraga Street and the south set of piles are east of the Hampton Inn.

GEI Consultants of Marquette was contracted to conduct a feasibility study in August of 2018 and found reuse of the piles as two public piers to be feasible.

The City Commission held a work session on the subject in April of 2019 where GEI presented the pier concepts and findings of its feasibility study. At its March 4, 2019 regular meeting, the City Commission approved GEI Consultants for the preliminary design phase for the Founders Landing pier project. Since that time, the public has had opportunities to comment on the ongoing design at the Harbor Advisory Committee, Arts and Culture Advisory Committee, Marquette Public Art Commission and the Parks and Recreation Advisory Board.

A work session with the City Commission and GEI Consultants was held on May 22, 2019 where a reduced scope project was presented to stay within budget. At its regular meeting on July 29, 2019, the City Commission approved the construction contract with Kokosing Industrial, contingent upon state and federal permitting. Since that time, permitting at the state and federal level has dictated that the design be changed to allow for littoral water flow, effectively swapping the use of each pier. With this change, the southern pier will now provide day use parking for personal watercraft, along with possible event space and the proposed sail-shaped sun shades. The northern pier will provide the accessible kayak launch and lake-viewing window.

The contract with Kokosing Industrial was never executed since the United States Army Corps of Engineers has yet to approve the final permit. Due to the design changes and the extended timetable of the project, Kokosing Industrial came back with a proposed 40% increase in costs and concerns about meeting a 2021 construction schedule. Based on this, GEI has been working with JF Brennan out of Duluth, Minnesota, to value-engineer the project to meet the City's budget. Both Kokosing and the City have formally agreed to dissolve our previous relationship for this project. The City Commission held a work session with GEI and JF Brennan on February 18, 2021 to discuss reducing the length of the northern pier and adjusting the size of the southern pier to meet the budget. At that work session staff and GEI determined the Commission would like to see both piers built with reduced lengths and the full width of the south pier for possible event space. This site plan is attached.

Having determined that there was no advantage to competitive bidding because of work already completed by JF Brennan in conjunction with GEI, staff recommends the City Commission waive the bidding process and award the construction contract to JF Brennan for construction of the piers at a not-to-exceed fee of \$5,670,000.

Staff has worked with the City Attorney and JF Brennan to develop the contract.

FISCAL EFFECT:

Adequate funding has been allocated through the Founders Landing Brownfield TIF plan.

RECOMMENDATION:

Approve the construction contract with JF Brennan Company, Inc. for construction of the piers at a not-to-exceed amount of \$5,670,000, and authorize the Mayor and City Clerk to sign the agreement once required state and federal permits have been issued.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Site Plan
- ▣ Contract



Preliminary

Attention:				
	If this scale bar does not measure 1" then drawing is not original scale.			
	0	5/1/2020	ISSUE FOR	GMM
	NO.	DATE	ISSUE/REVISION	APP

GEI

Consultants

SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!

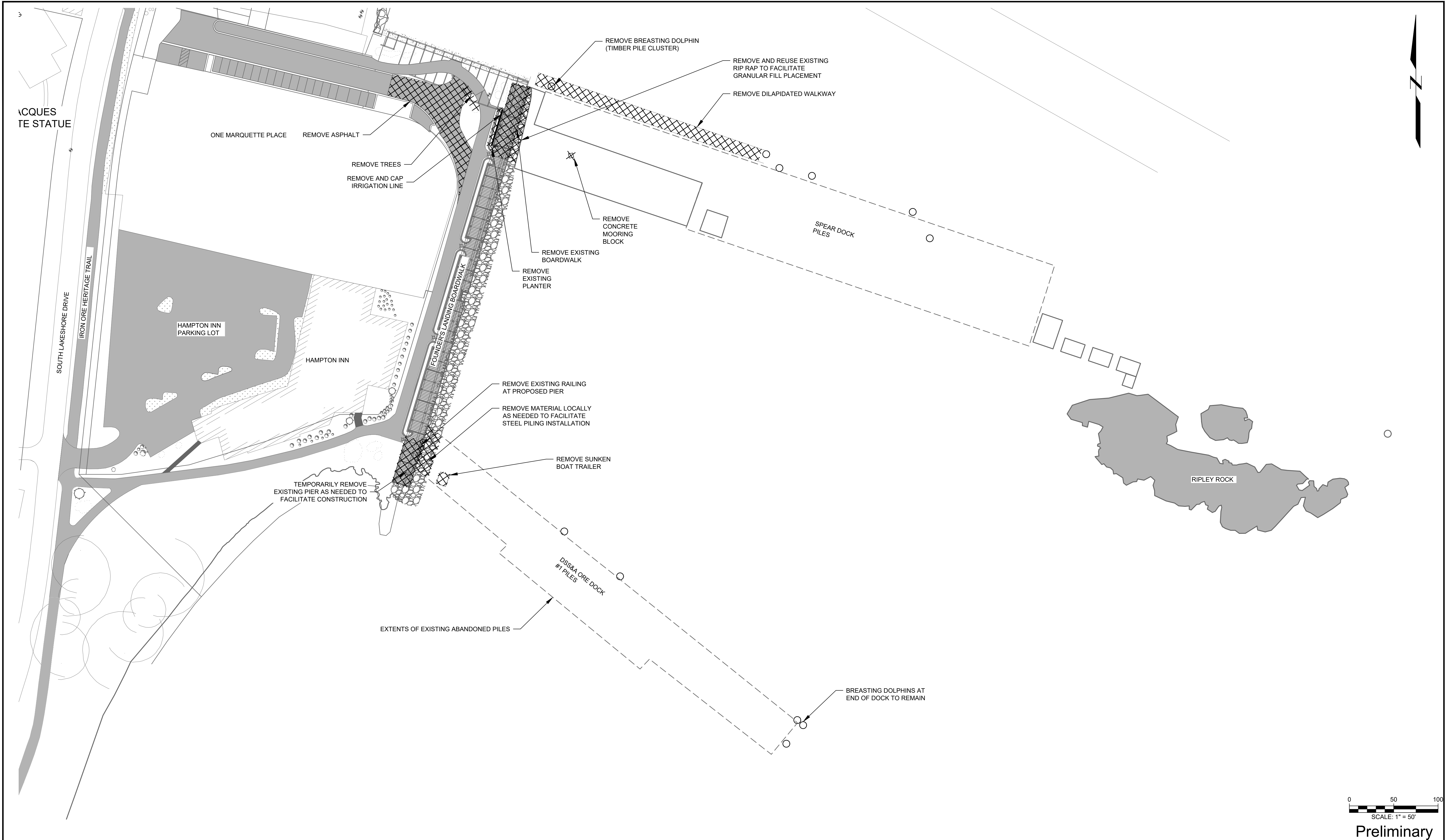


Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE MARQUETTE, MI
GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI
EXISTING CONDITIONS

DWG. NO. C-01
SHEET NO. 4 OF 28



- SHEET NOTES:
1. TRIM TOPS OF EXISTING TIMBER PILING AS NEEDED TO PROVIDE ADEQUATE CLEARANCE FOR PROPOSED DOCK SUBSTRUCTURES AND FRAMING.
 2. REMOVE INDIVIDUAL TIMBER PILES AS NEEDED TO ALLOW FOR PROPOSED STEEL PILING INSTALLATION.

Attention:					
0 1"					
If this scale bar does not measure 1" then drawing is not original scale.					
NO.	DATE	ISSUE FOR		GMM	
		ISSUE/REVISION		APP	

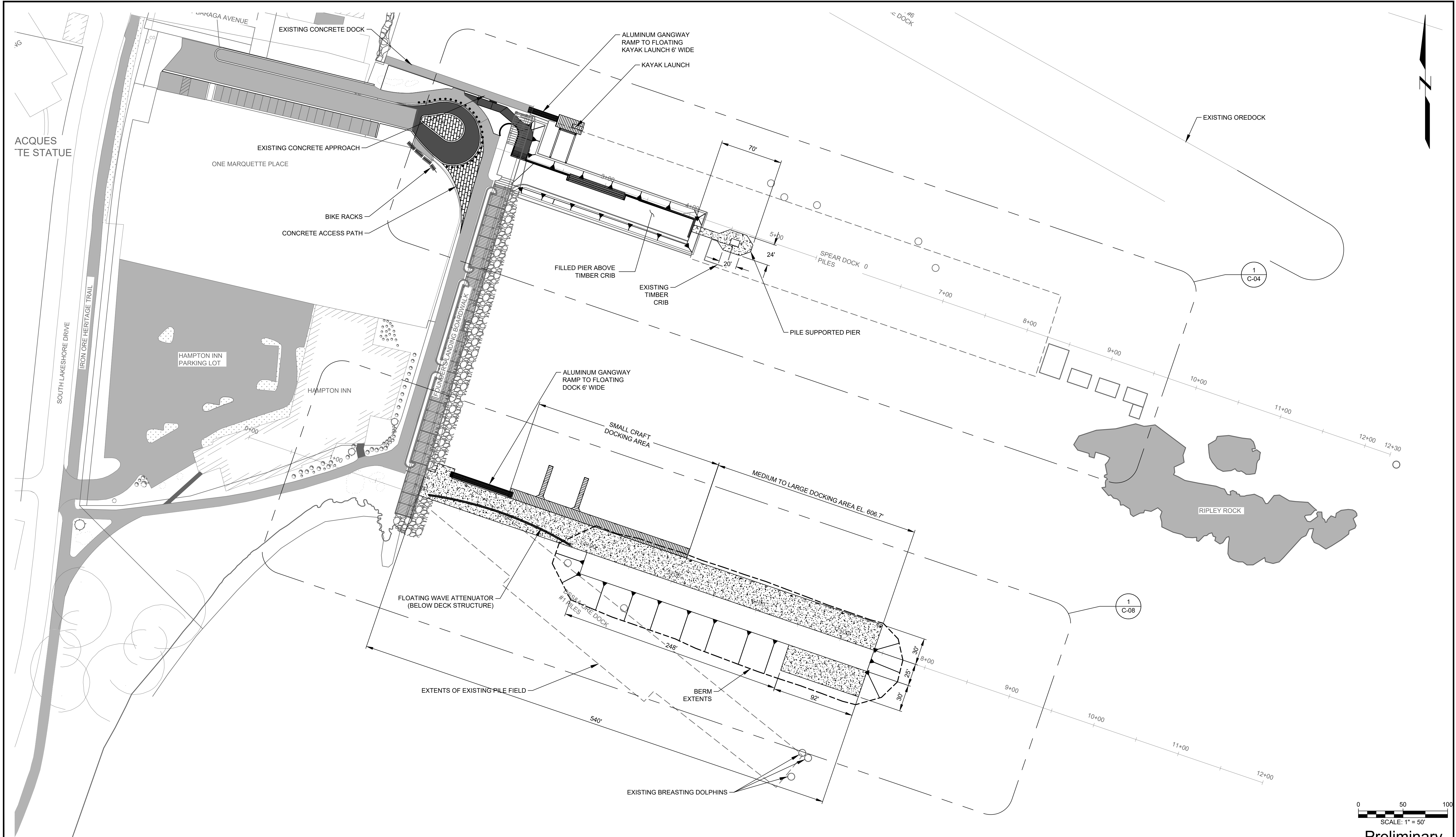


Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE MARQUETTE, MI	
	GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI	
DEMOLITION PLAN	

DWG. NO.	C-02
SHEET NO.	5 OF 28



Attention:			
0 1"			
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0	5/1/2020	ISSUE FOR	GMM
NO.	DATE	ISSUE/REVISION	APP

GEI

Consultants

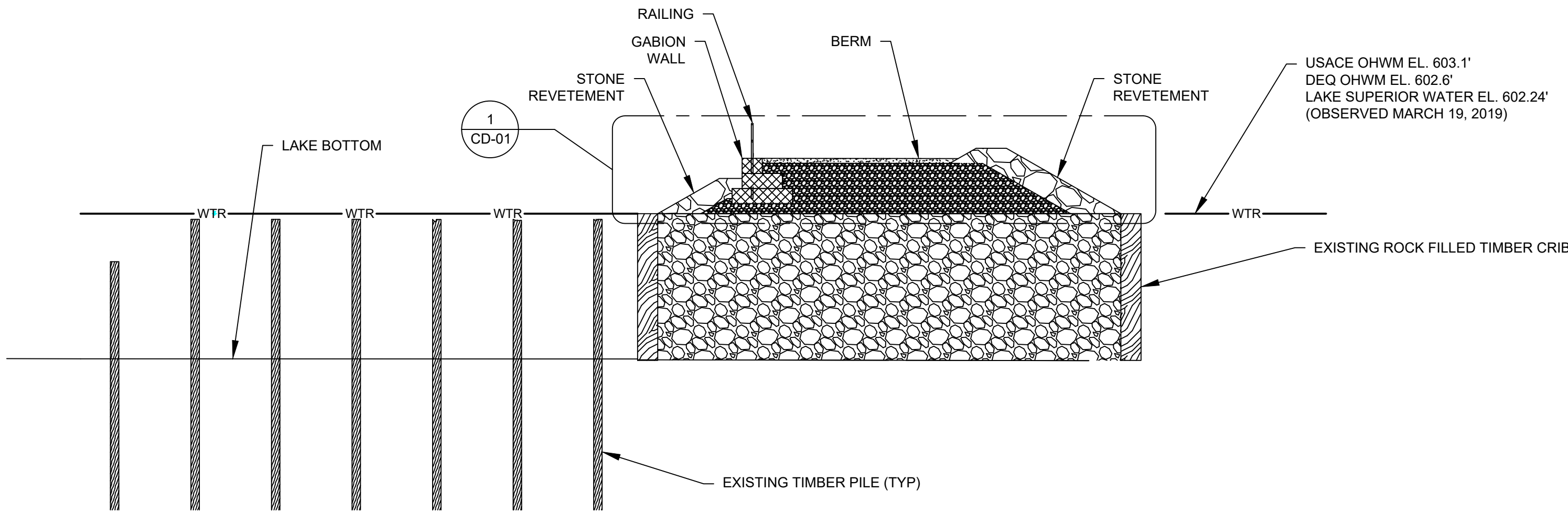
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Drawn:	JEP
Approved By:	GMM

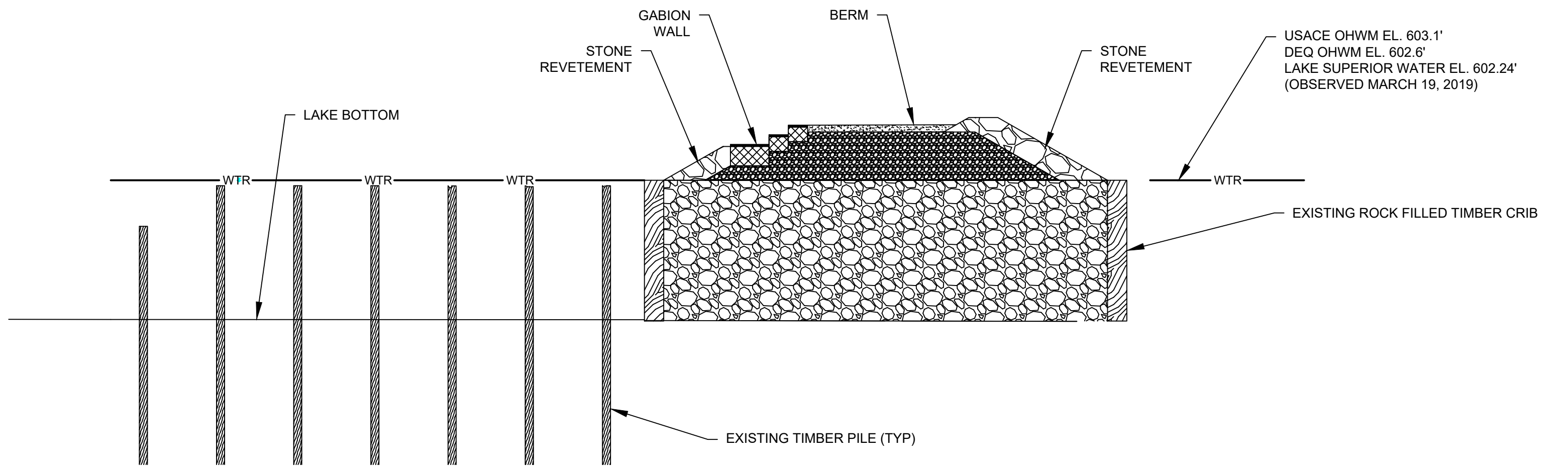
CITY OF MARQUETTE MARQUETTE, MI
GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI
PROPOSED SITE PLAN

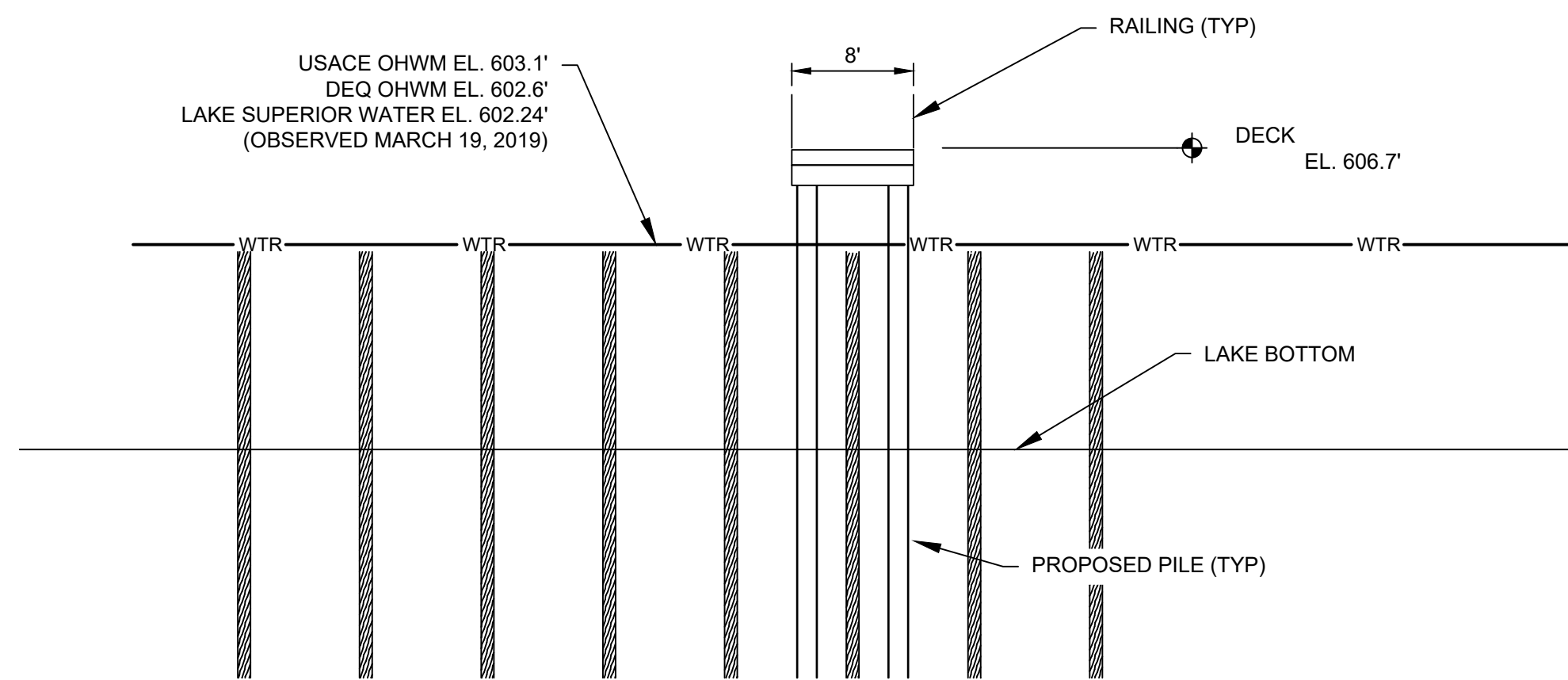
DWG. NO. C-03
SHEET NO. 6 OF 28



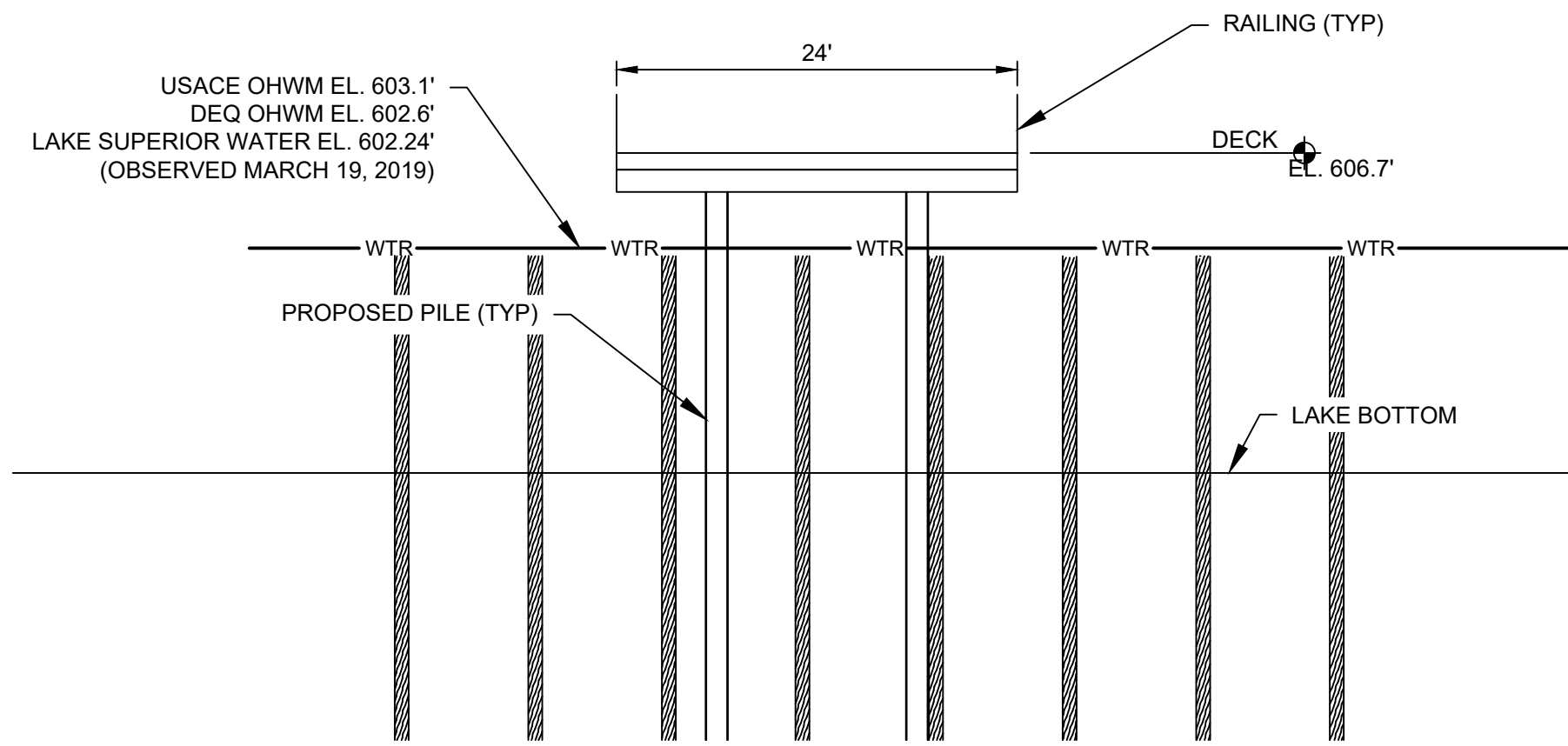
A NORTH PIER TYPICAL SECTION - BERM FILL
C-05
0 10 20
SCALE: 1" = 10'



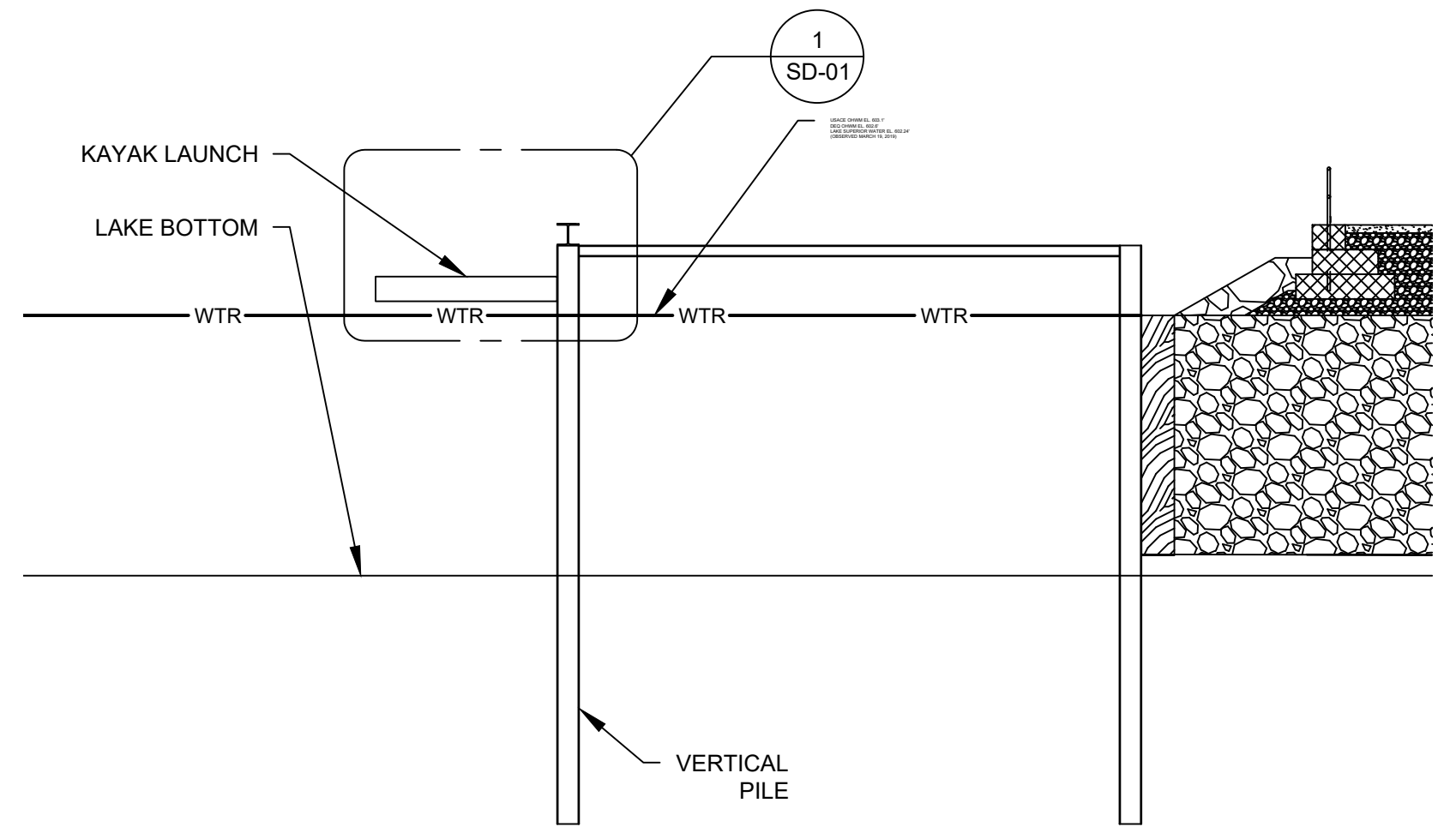
B NORTH PIER TYPICAL SECTION - SITTING AREA
C-05
0 10 20
SCALE: 1" = 10'



C NORTH PIER TYPICAL SECTION - 8' WIDE BOARDWALK
C-05
0 10 20
SCALE: 1" = 10'



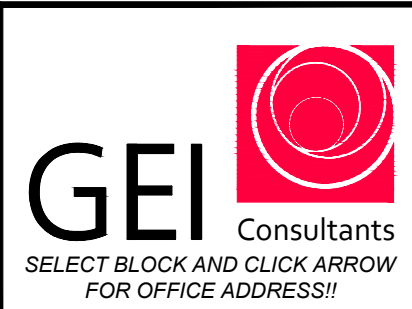
D NORTH PIER TYPICAL SECTION - FISHING STATION
C-05
0 10 20
SCALE: 1" = 10'



E KAYAK LAUNCH TYPICAL SECTION
C-05
0 10 20
SCALE: 1" = 10'

Preliminary

Attention: 0 1" If this scale bar does not measure 1" then drawing is not original scale.				
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	NO.	DATE	ISSUE/REVISION	APP

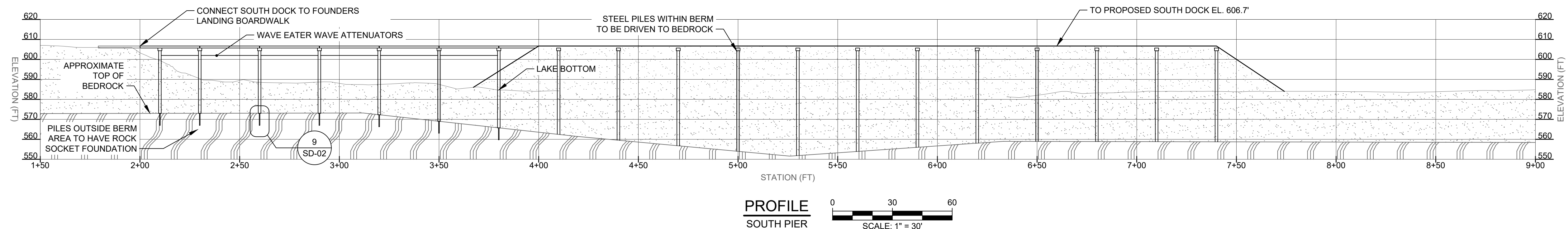
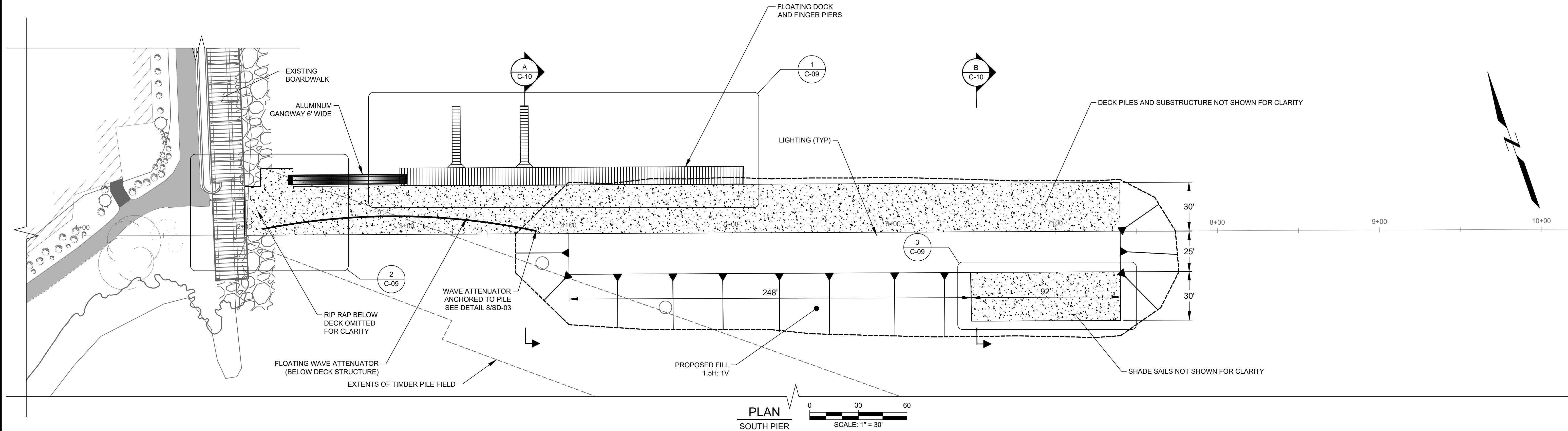


Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE MARQUETTE, MI
GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI
NORTH PIER SECTIONS

DWG. NO. C-07
SHEET NO. 10 OF 28



Preliminary

Attention:			
			
If this scale bar does not measure 1" then drawing is not original scale.			
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NO.	DATE	ISSUE/REVISION	APP

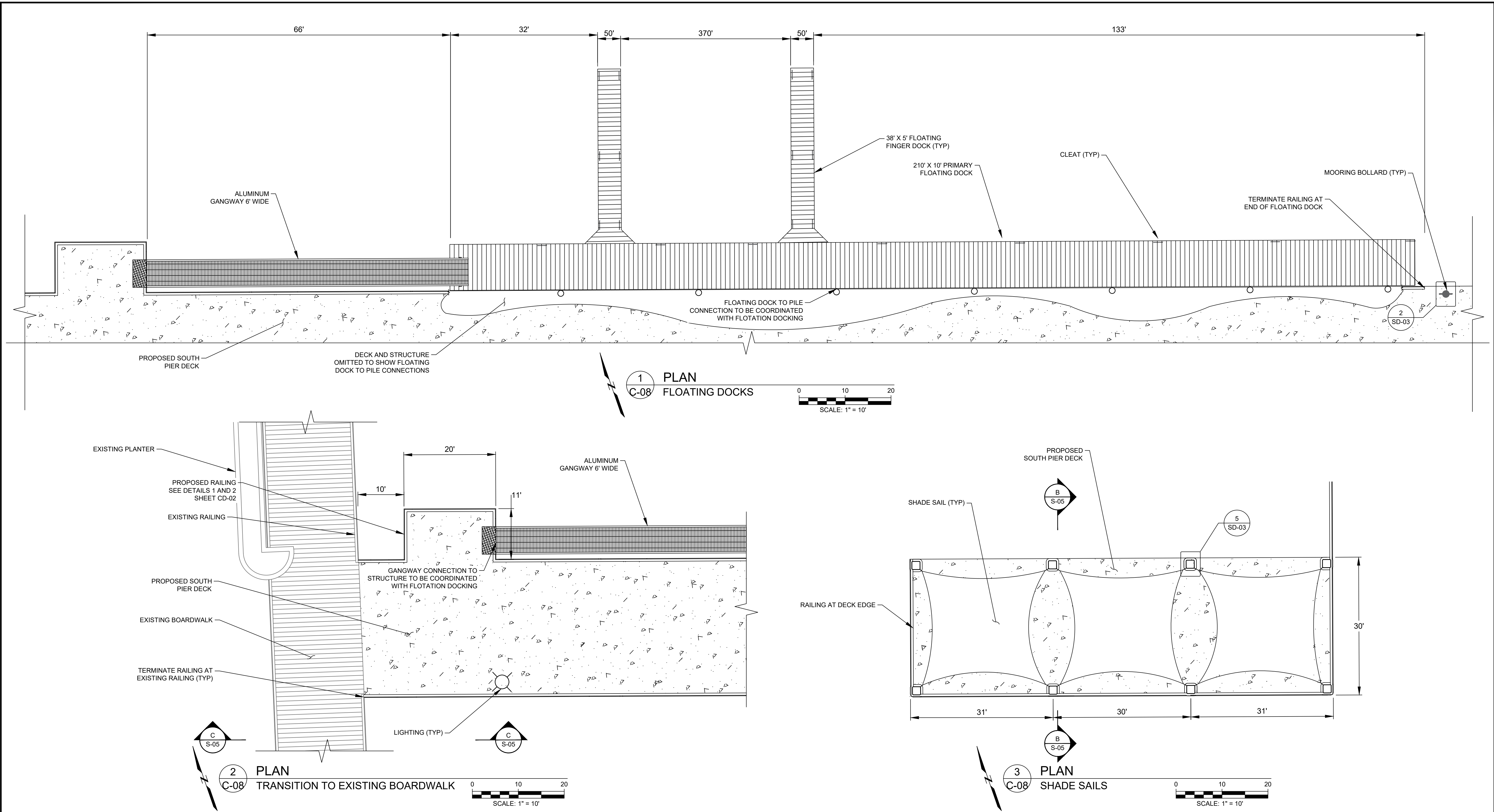


Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE MARQUETTE, MI
GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI
PROPOSED SITE PLAN SOUTH PIER

DWG. NO. C-08
SHEET NO. 11 OF 28



Preliminary

Attention:					
0 1"					
If this scale bar does not measure 1" then drawing is not original scale.					
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NO.	DATE	ISSUE/REVISION		APP	

GEI

Consultants

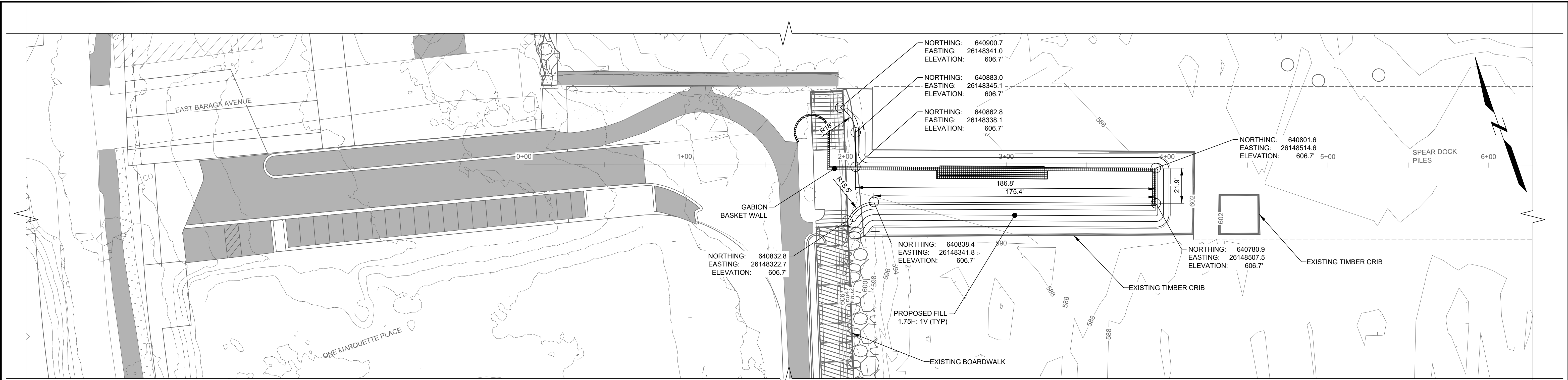
SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!

Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

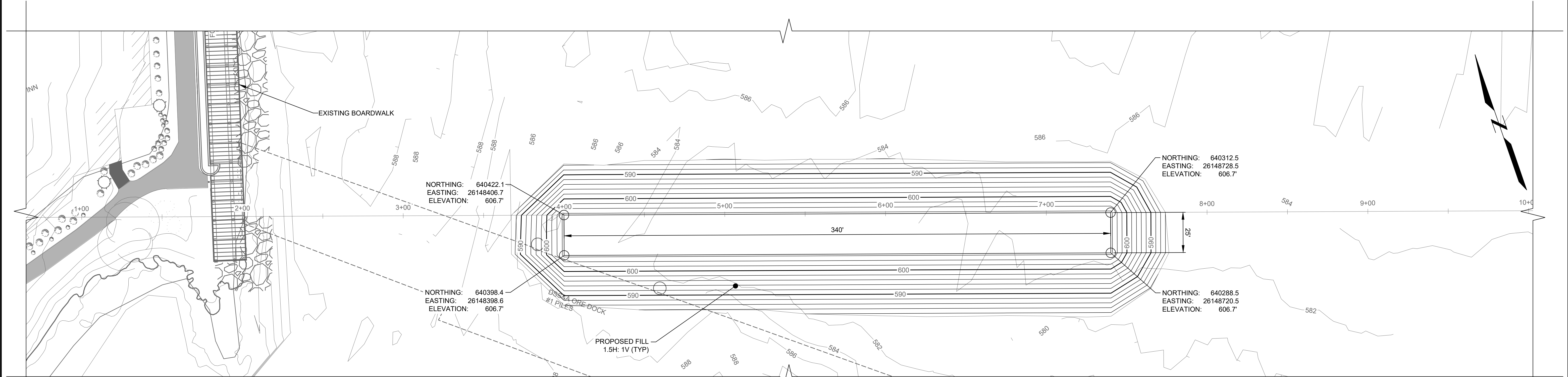
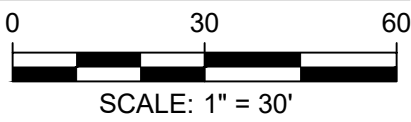
CITY OF MARQUETTE MARQUETTE, MI
GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI
DETAIL PLANS SOUTH PIER

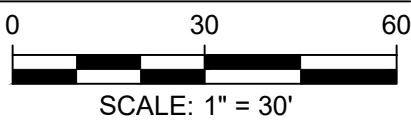
DWG. NO. C-09
SHEET NO. 12 OF 28



1 PLAN
- NORTH PIER GRADING PLAN



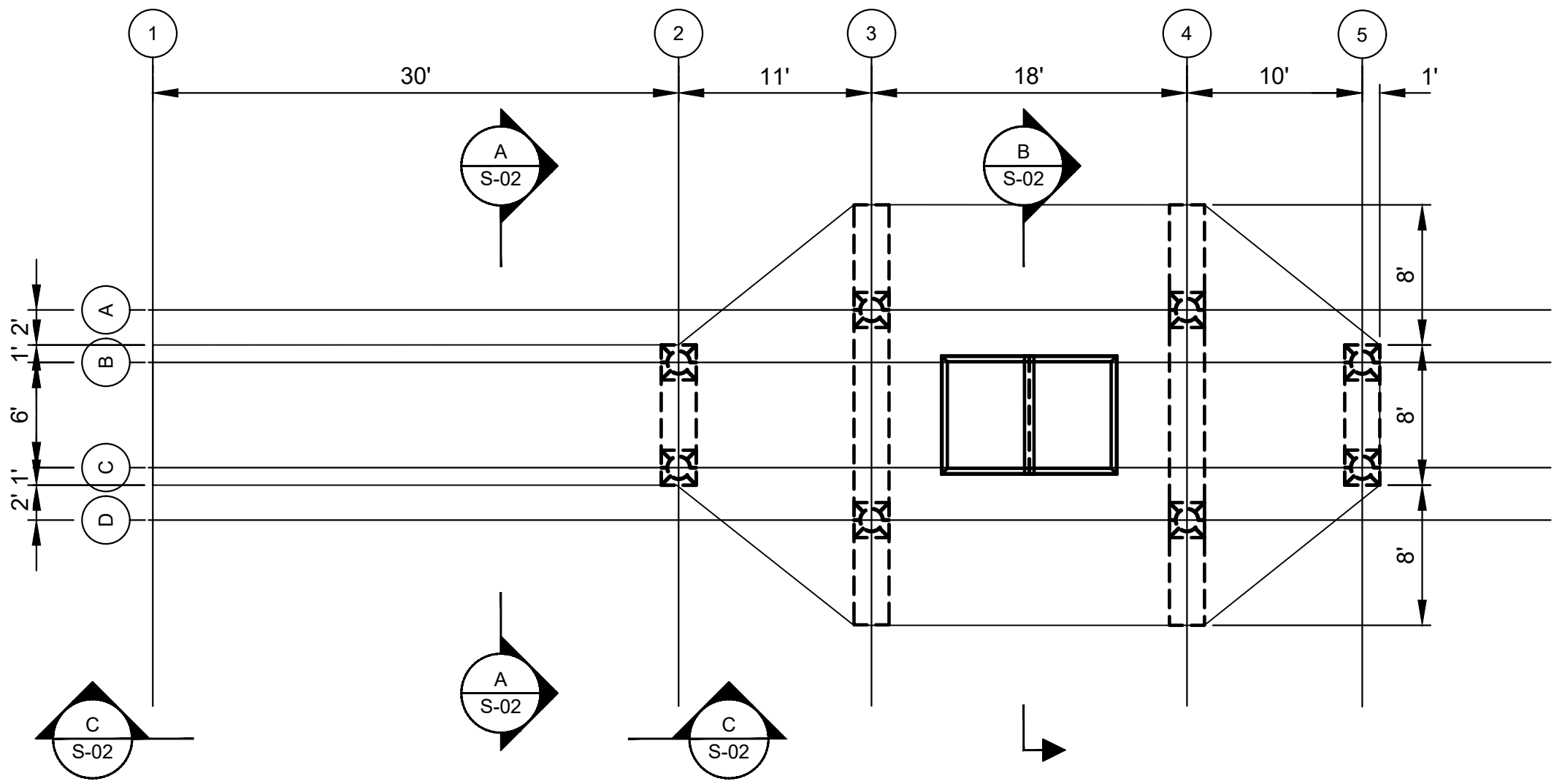
2 PLAN
- SOUTH PIER GRADING PLAN



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If this scale bar does not measure 1" then drawing is not original scale.			
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NO.	DATE	ISSUE/REVISION	APP

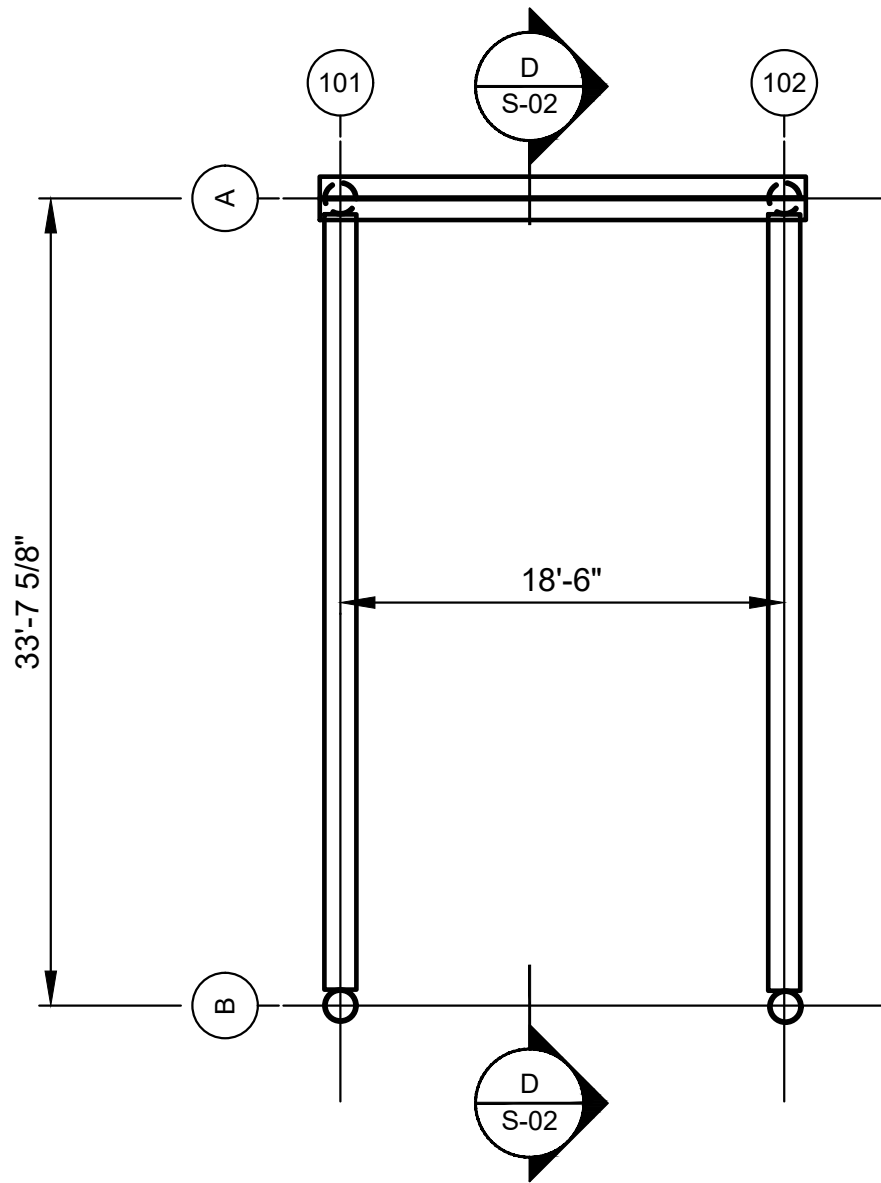
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	Checked:	JWP			C-11
	Drawn:	JEP		PROPOSED SITE GRADING PLANS	SHEET NO.
	Approved By:	GMM			14 OF 28
			GEI Project 1901368		

Preliminary



NORTH DOCK FRAMING PLAN

SCALE: 1/8" = 1'-0"



KAYAK LAUNCH FRAMING PLAN

SCALE: 1/8" = 1'-0"

NORTH DOCK FRAMING SCHEDULE

MEMBER	COLUMN LINE	MEMBER SIZE	NOTES
PILING	A - D 2 - 5	16"OD 0.5"THK PIPE PILE	CONCRETE FILLED STEEL PIPE PILES DRIVEN TO BEDROCK
TOE PINS			NO TOE PINS REQUIRED FOR NORTH DOCK PILING
HEADER	B - C 2 , 5	TBD (DESIGN PER PRECAST MFR)	8' WALKWAY HEADER
	A - D 3 - 4	TBD (DESIGN PER PRECAST MFR)	24' FISHING STATION HEADER
DECK	N/A	TBD (DESIGN PER PRECAST MFR)	
GLASS PANEL ANGLE		L4x3x1/4	EMBEDDED OUTER SUPPORTS
GLASS PANEL ANGLE		WT7x21.5	EMBEDDED CENTER SUPPORT
RAILING ANCHORS			EMBEDDED ANCHORS FOR HANDRAILS
LIGHT POLE ANCHORS			EMBEDDED ANCHORS FOR LIGHT POLES
LIGHT POLE CONDUIT			EMBEDDED CONDUIT FOR LIGHT POLES

KAYAK LAUNCH FRAMING SCHEDULE

MEMBER	COLUMN LINE	MEMBER SIZE	NOTES
PILING	A - B 101 - 102	16"OD 0.5"THK PIPE PILE	CONCRETE FILLED STEEL PIPE PILES DRIVEN TO BEDROCK
TOE PINS	ALL	#9 BAR, 6' EMBED	ALL FOUR PILES REQUIRE TOE PINS
HEADER	A 101 - 102	HP16x121	
STRUTS	A - B 101 - 102	8"OD 0.375"THK PIPE PILE	

Preliminary

Attention:				
0 1"				
If this scale bar does not measure 1" then drawing is not original scale.	0	5/1/2020	ISSUE FOR	GMM
	NO.	DATE	ISSUE/REVISION	APP



Designed:	JEP
Checked:	JWP
Drawn:	JEP
Approved By:	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

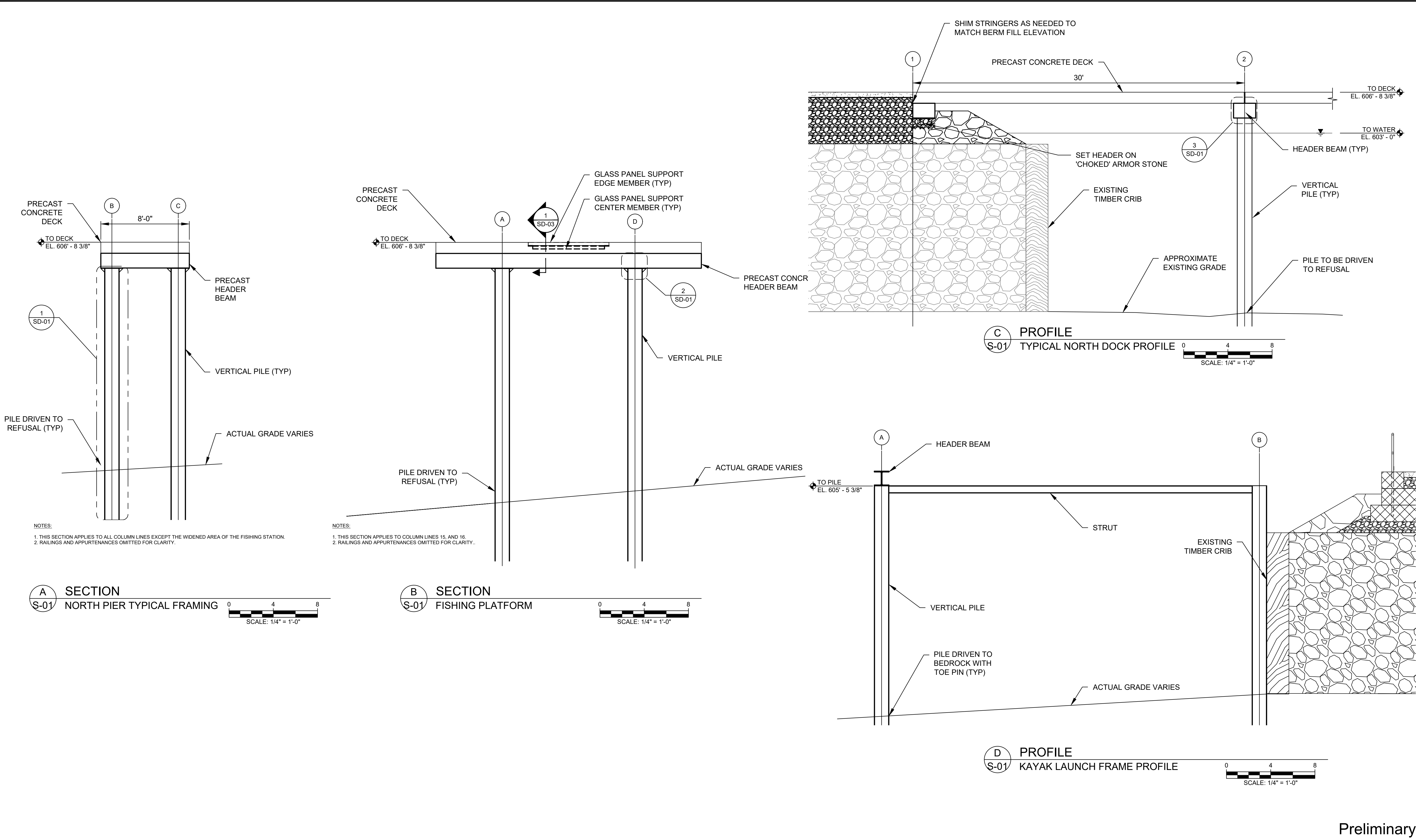
NORTH PIER STRUCTURAL FRAMING PLAN

DWG. NO.

S-01

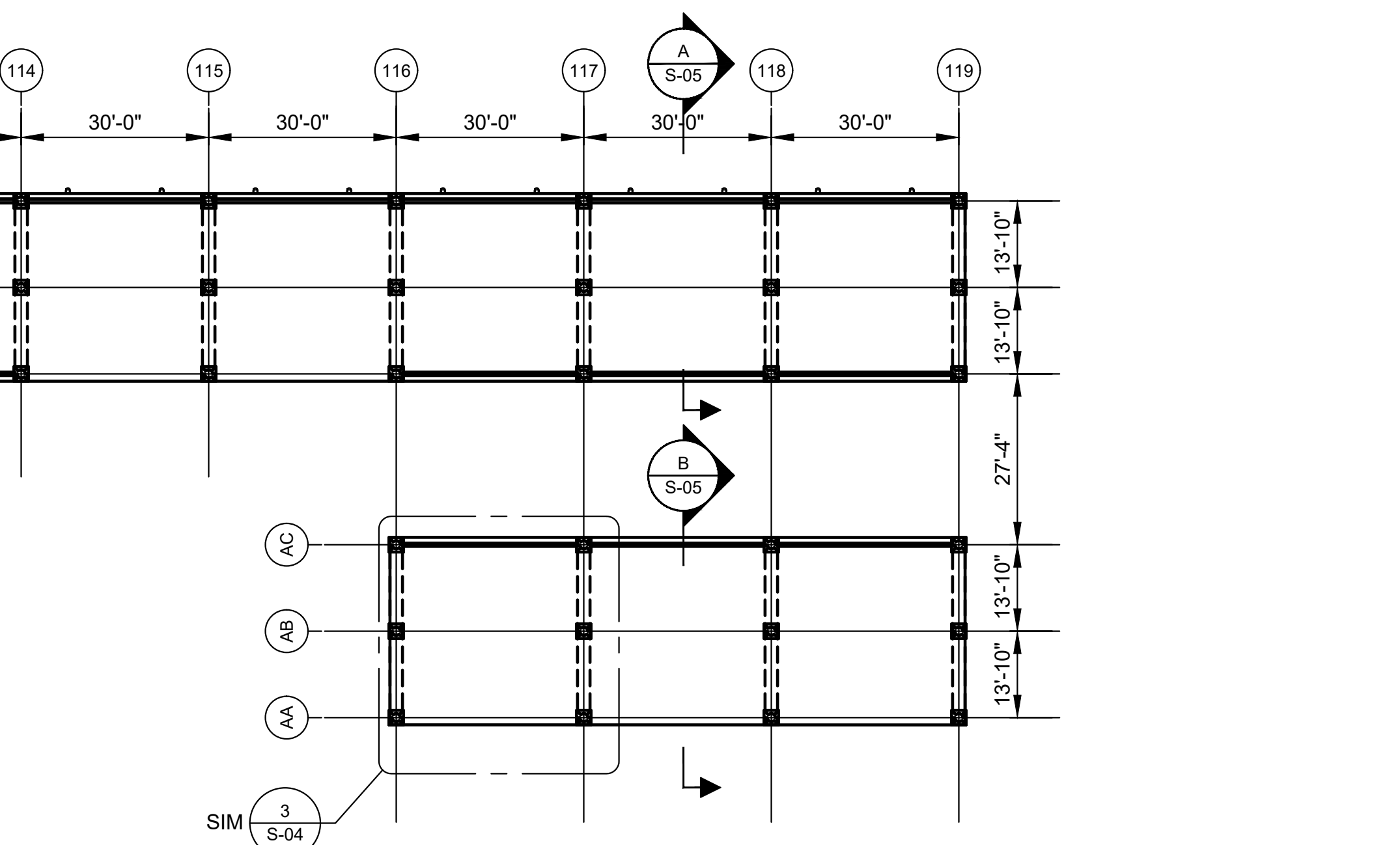
SHEET NO.

19 OF 28



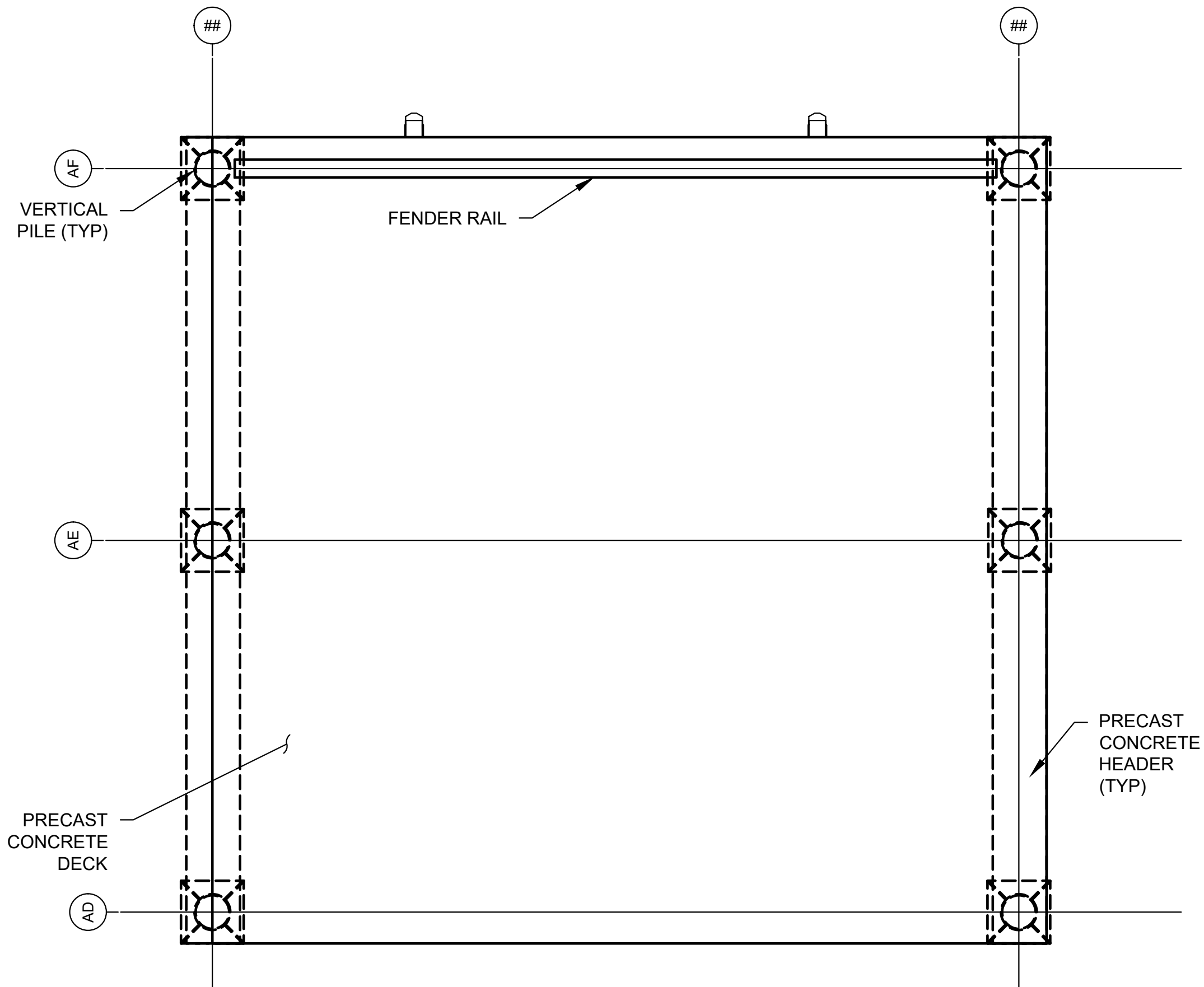
Preliminary

Attention: 01"SCALE If this scale bar does not measure 1" then drawing is not original scale.					GEI Consultants SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!	Designed: JEP	CITY OF MARQUETTE MARQUETTE, MI	SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI	DWG. NO. S-02
						Checked: JWP			
						Drawn: JEP		NORTH PIER SECTIONS	SHEET NO.
	0	5/1/2020	ISSUE FOR	GMM		Approved By: GMM			20 OF 28
	NO.	DATE	ISSUE/REVISION		APP		GEI Project 1901368		



SCALE: 1" = 20'-0"

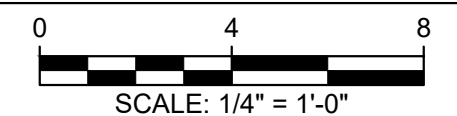
MEMBER	COLUMN LINE	MEMBER SIZE	NOTES
PILING	AD - AF 101 - 121	16" OD 0.5" THK PIPE PILE	CONCRETE FILLED STEEL PIPE PILES DRIVEN TO BEDROCK
TOE PINS	101 - 107	#9 BAR, 6" EMBED	ALL PILES OUTSIDE BERM FILL AREA REQUIRE TOE PINS
HEADER	101 - 121	TBD (DESIGN PER PRECAST MFR)	
DECK	N/A	TBD (DESIGN PER PRECAST MFR)	
BERM FILL KEEPER	AC 116-119 AD 107 - 108, 116 - 119	W21x44	
PILE BRACE	101 - 107	L6x6x $\frac{3}{4}$	DOUBLE ANGLE CROSS BRACING AT CAUSEWAY BENTS
FENDER RAIL	AF 111 - 119	HSS10x8x $\frac{3}{8}$	
FENDER ANCHORS			EMBEDDED ANCHORS FOR FENDERS
RAILING ANCHORS			EMBEDDED ANCHORS FOR HANDRAILS
LIGHT POLE ANCHORS			EMBEDDED ANCHORS FOR LIGHT POLES
LIGHT POLE CONDUIT			EMBEDDED CONDUIT FOR LIGHT POLES
LARGE MOORING BOLLARD ANCHORS			EMBEDDED ANCHORS FOR BOLLARDS
CLEAT ANCHORS			EMBEDDED ANCHORS FOR CLEATS

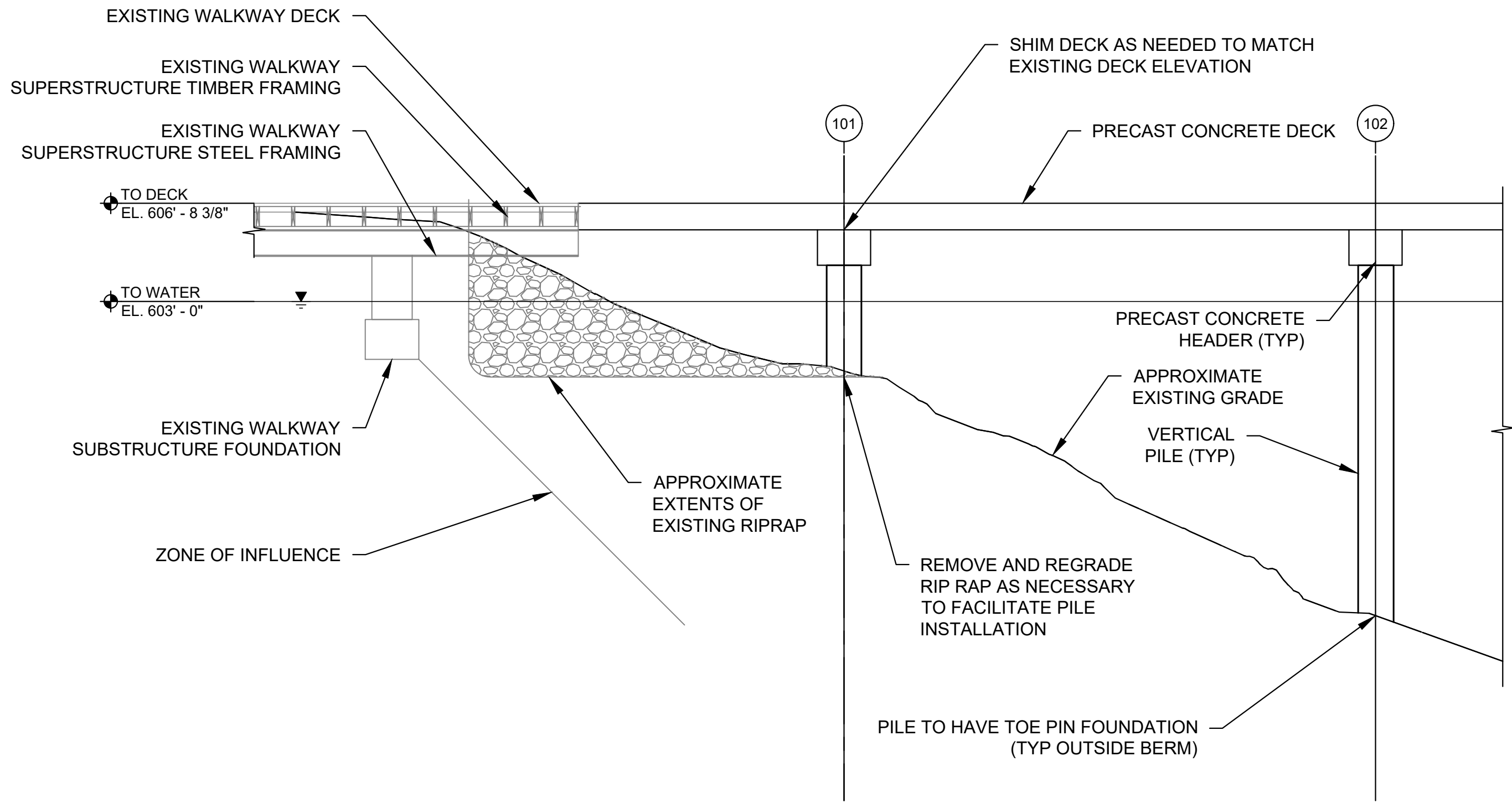


- 3 DETAIL
S-04 SOUTH DOCK TYPICAL
FRAMING PLAN

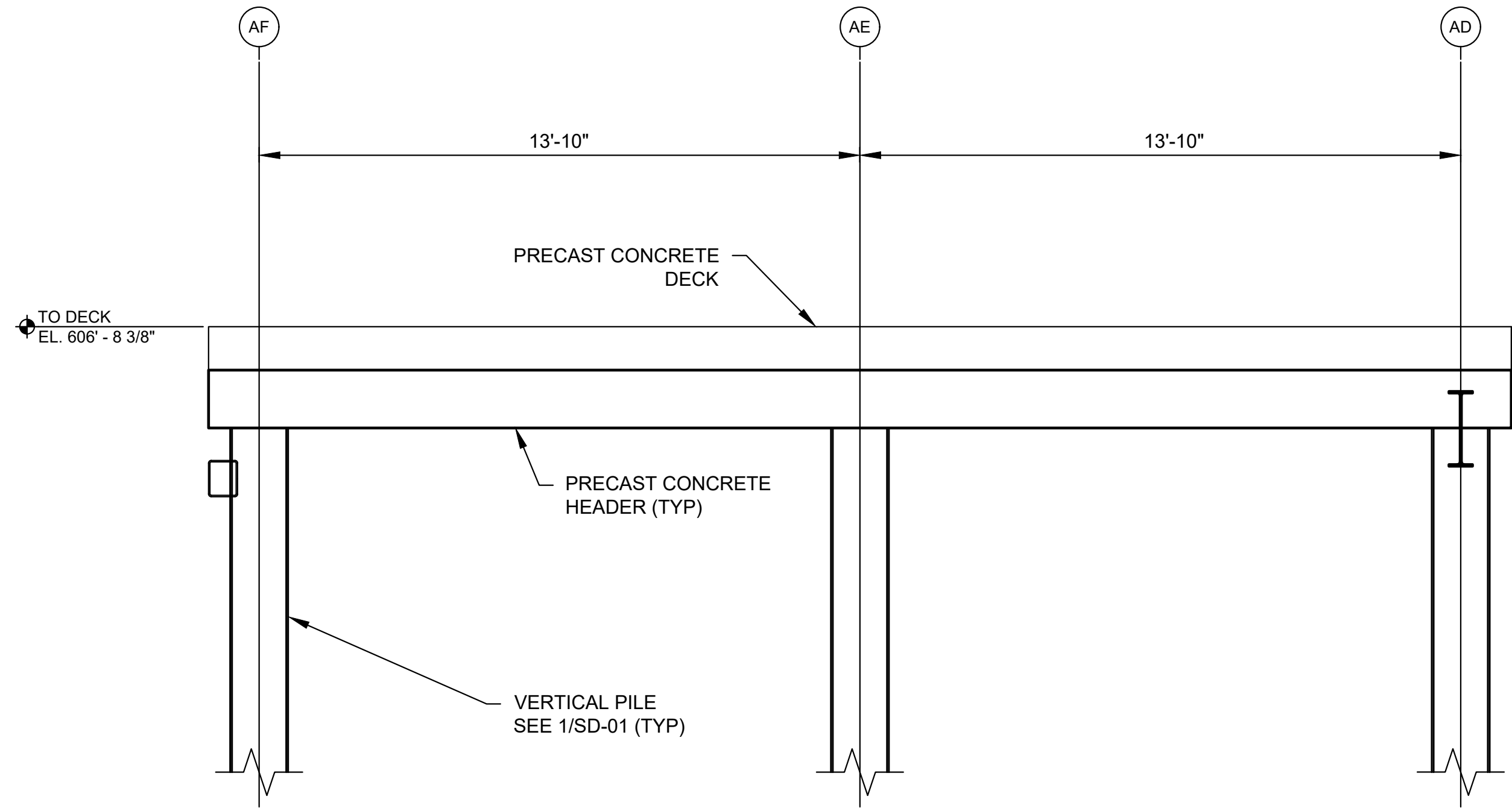
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SCALE: $\frac{1}{4}" = 1'-0"$

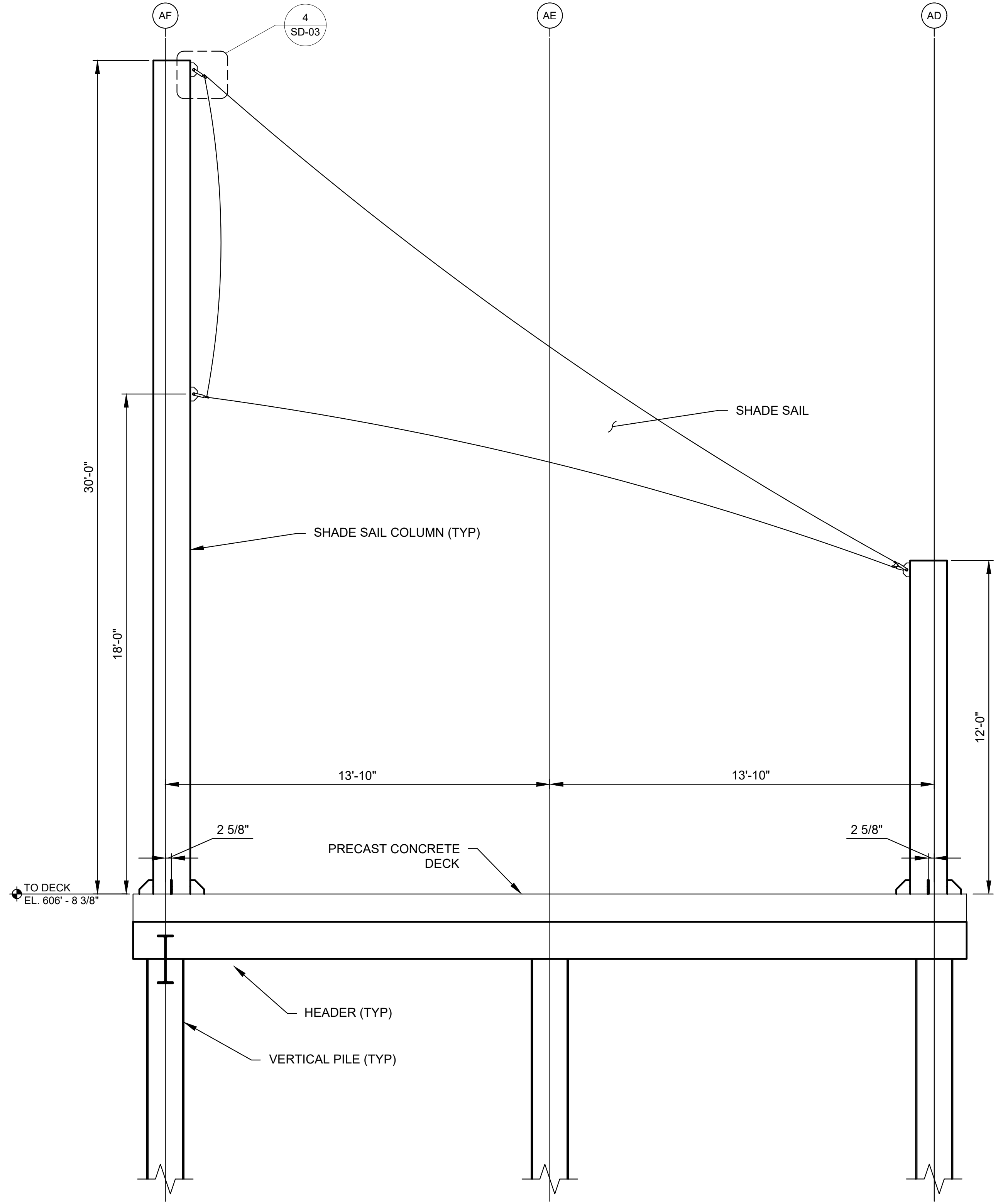
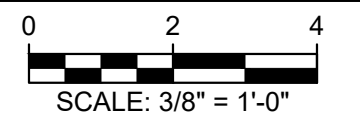




C
C-09 PROFILE
SOUTH DOCK CONNECTION TO EXISTING

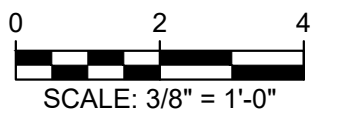


A
S-04 SECTION
SOUTH DOCK TYPICAL
SECTION AD TO AF



- NOTES:**
1. NORTHWEST CORNER OF EACH SHADE SAIL SHALL BE ATTACHED TO CONNECTION PLATE NEAR TOP OF COLUMN (~30' ABOVE DECK).
 2. NORTHEAST CORNER OF EACH SHADE SAIL SHALL BE ATTACHED TO CONNECTION PLATE NEAR MIDDLE OF COLUMN (~18' ABOVE DECK).
 3. BOTH SOUTHERN CORNERS OF SHADE SAILS SHALL BE MOUNTED TO THE SHORTER COLUMNS (~12' ABOVE DECK).

B
S-04 SECTION
SOUTH DOCK TYPICAL
SECTION AA TO AC



Attention:				
If this scale bar does not measure 1" then drawing is not original scale.	0	5/1/2020	ISSUE FOR	GMM
	NO.	DATE	ISSUE/REVISION	APP



Designed: JEP
Checked: JWP
Drawn: JEP
Approved By: GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

SOUTH PIER SECTIONS

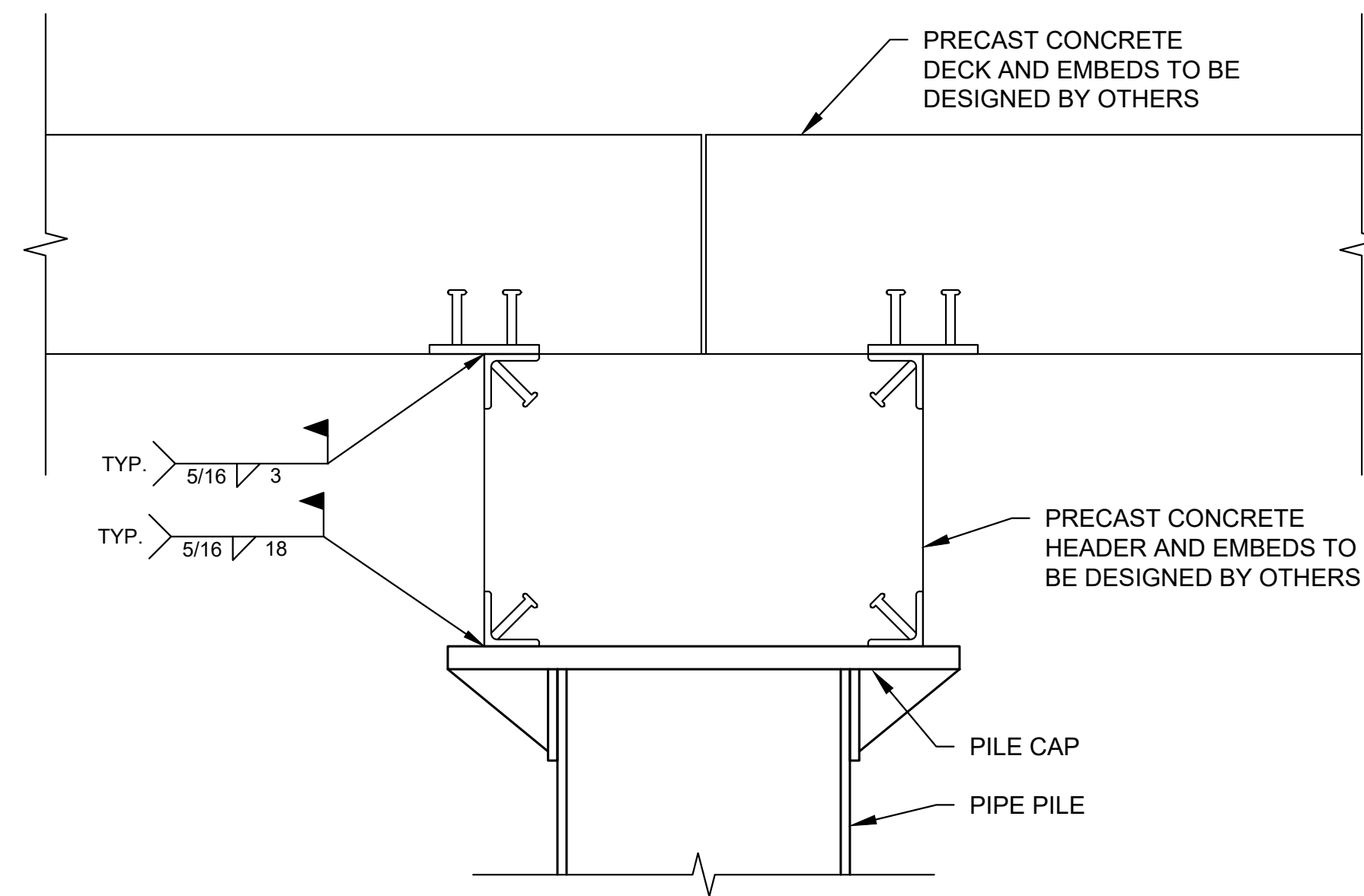
Preliminary

DWG. NO.

S-05

SHEET NO.

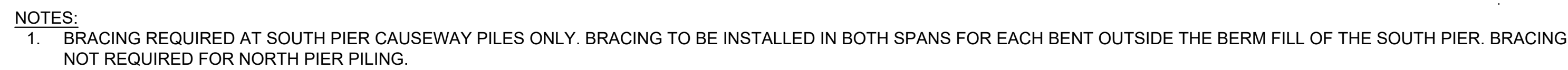
23 OF 28



3
S-02

DETAIL
PILE CAP TO HEADER

0 1 2
SCALE, FEET



4 **DETAIL**
S-05 CAUSEWAY PILE BRACING

0 1 2
SCALE: FEET

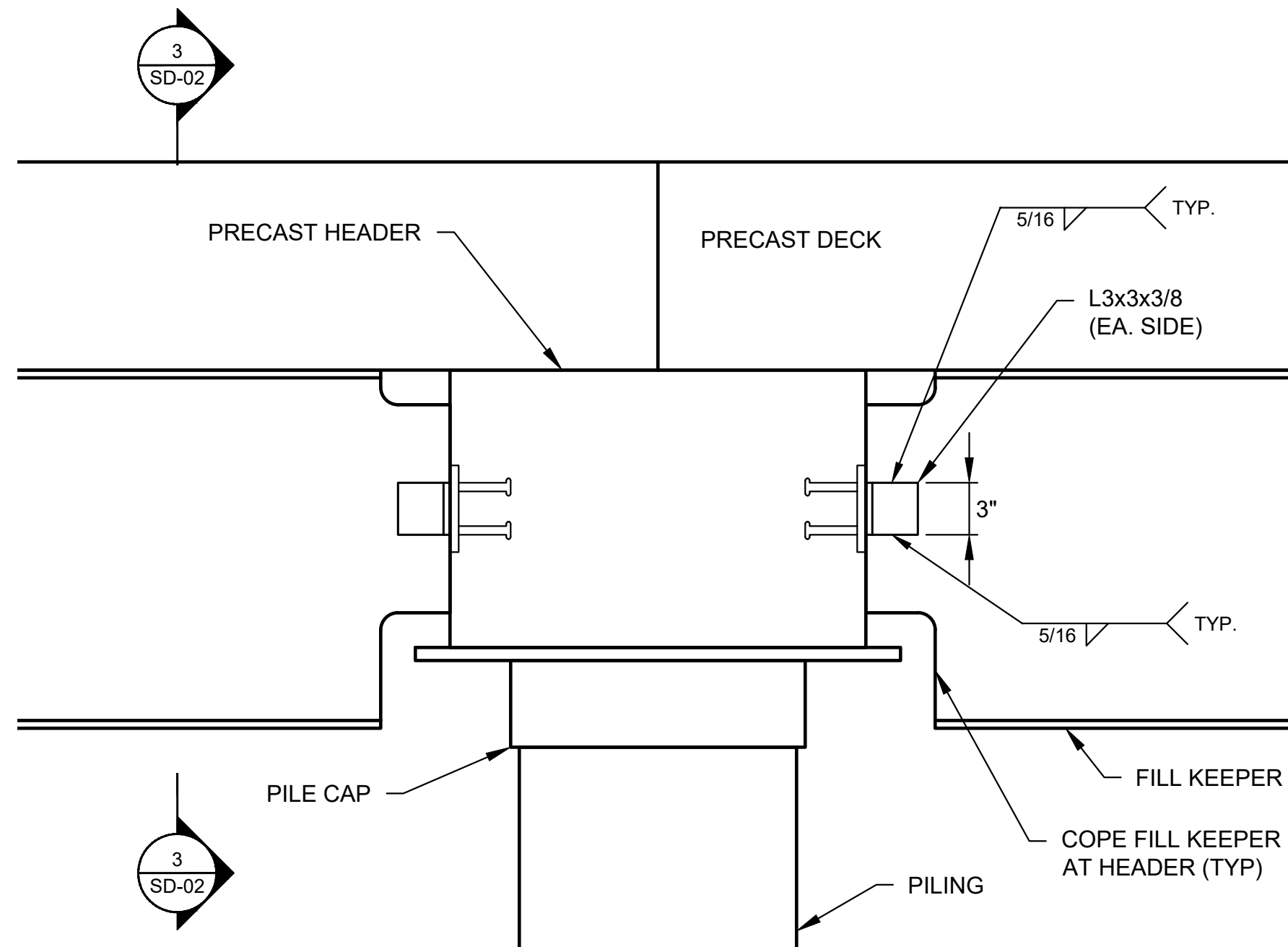
GEI Consultants SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!	Designed: JEP	CITY OF MARQUETTE MARQUETTE, MI	SPEAR DOCK REVITALIZATION PROJECT MARQUETTE, MI	DWG. NO. SD-01
	Checked: JWP			STRUCTURAL DETAILS 1 OF 3
	Drawn: JEP			
	Approved By: GMM		GEI Project 1901368	

FENDER RAIL

PIN

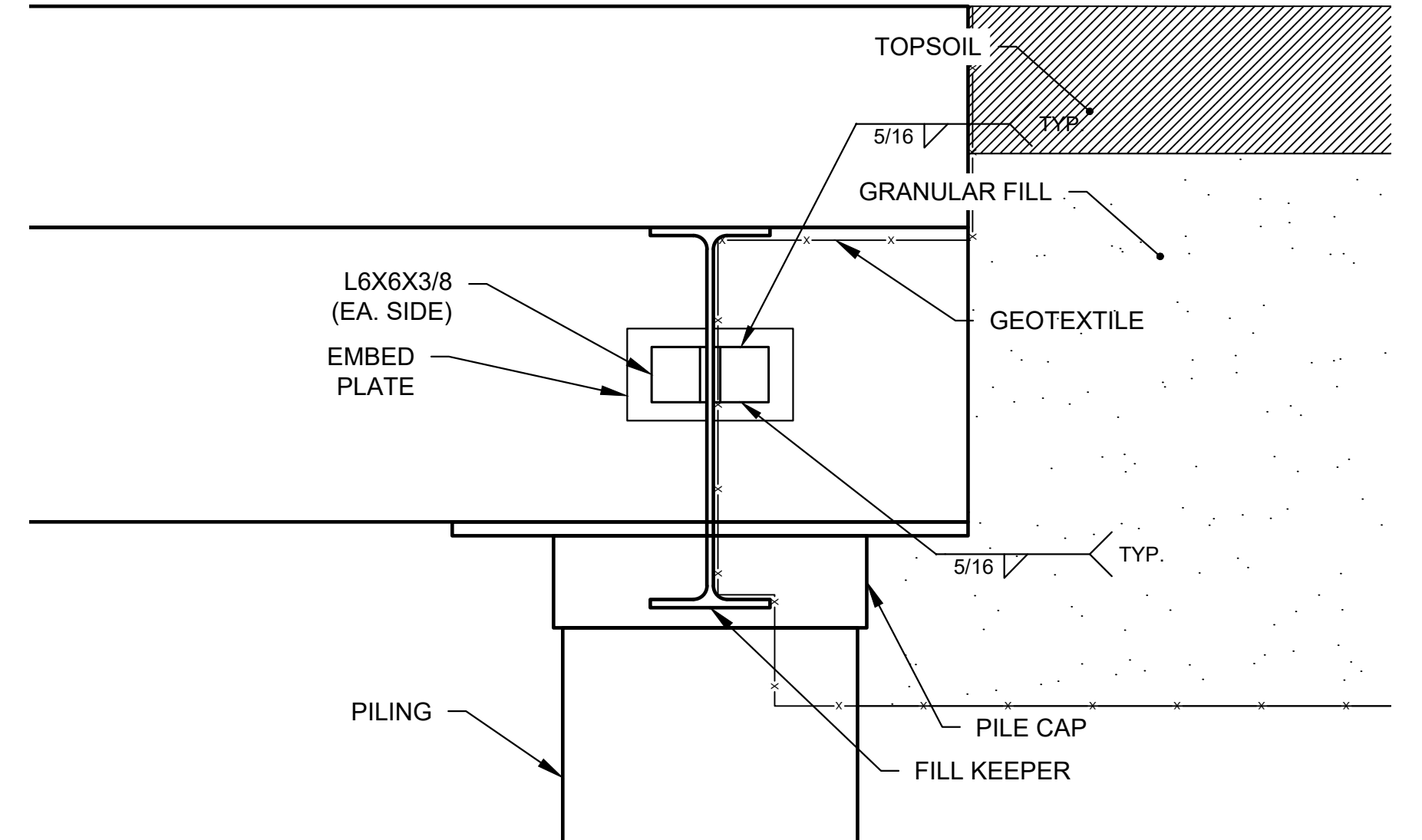
3" THK FIN PLATE

FINAL DETAIL TH



NOTE:

EIGHT TOTAL FILL KEEPERS TO BE INSTALLED. LOCATIONS INCLUDE ALONG COLUMN LINE AC BETWEEN COLUMN LINES 116-117, 117-118, AND 118-119 AND ALONG COLUMN LINE AD BETWEEN COLUMN LINES 108-109, 113-114, 116-117, 117-118, AND 118-119



NOTE:

EIGHT TOTAL FILL KEEPERS TO BE INSTALLED. LOCATIONS INCLUDE ALONG COLUMN LINE AC BETWEEN COLUMN LINES 116-117, 117-118, AND 118-119 AND ALONG COLUMN LINE AD BETWEEN COLUMN LINES 108-109, 113-114, 116-117, 117-118, AND 118-119

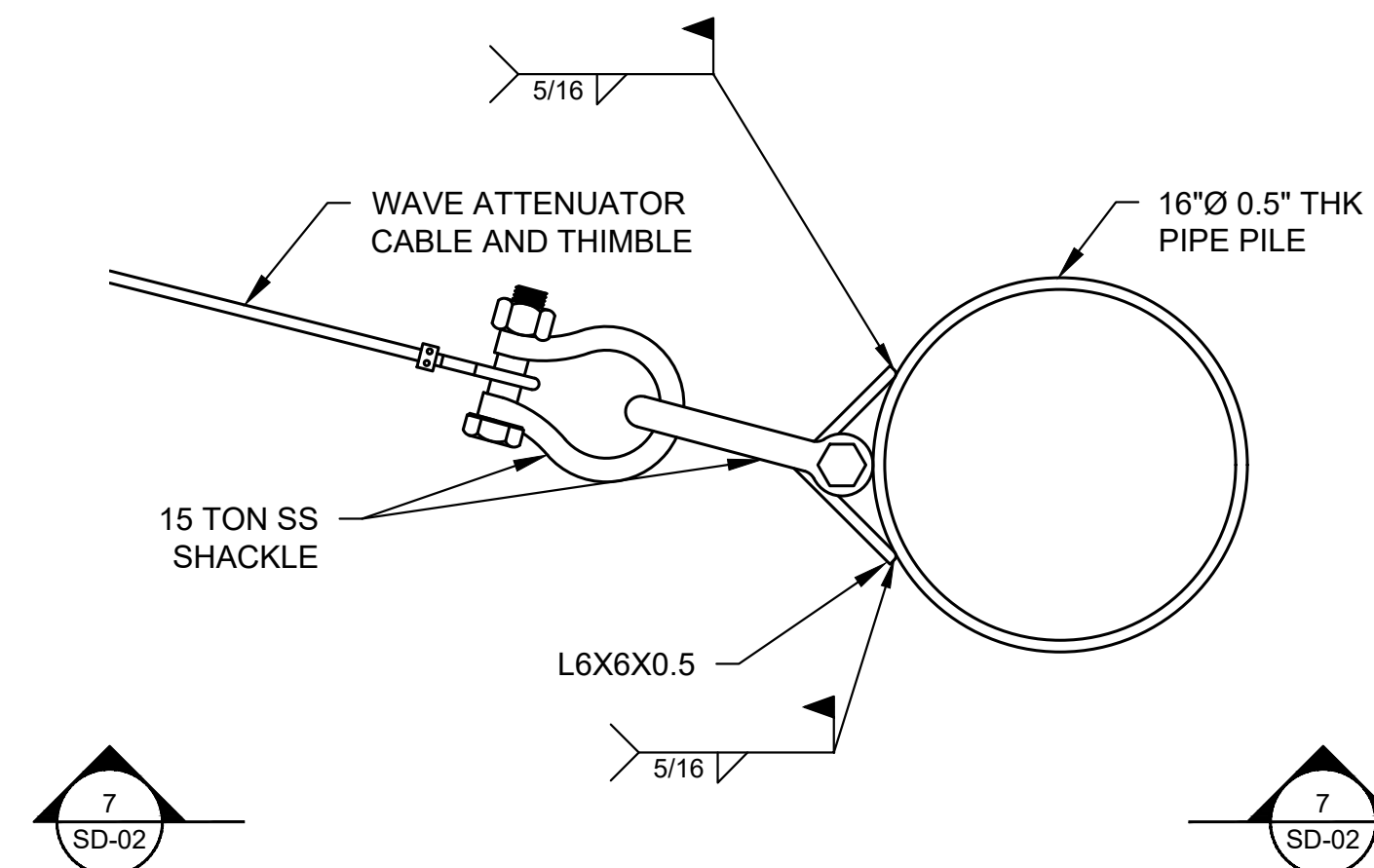


FINAL

DETAIL

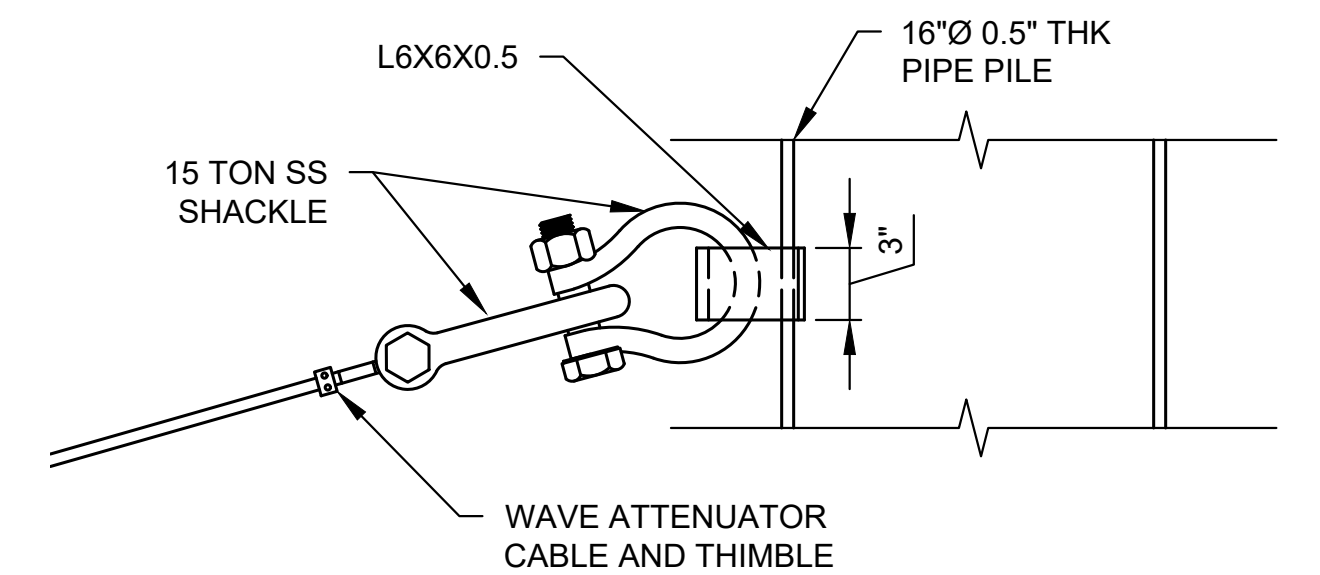
TBD

Diagram illustrating a cross-section of a wall and roof assembly. The wall is labeled "FINISH" and "TBD". The roof is labeled "THICK FINISH" and "TBD". A dashed line indicates a boundary or interface.



NOTE:

WAVE ATTENUATOR CONNECTIONS TO BE LOCATED AT THE COLUMN LINE INTERSECTIONS AS FOLLOWS:
AD/102 AND AD/107



NOTE:

WAVE ATTENUATOR CONNECTIONS TO BE LOCATED AT THE COLUMN LINE INTERSECTIONS AS FOLLOWS:
AD/102 AND AD/107



Preliminary

Attention: 				
If this scale bar does not measure 1" then drawing is not original scale.	0			
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<i>Designed:</i>	JEP
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<i>Drawn:</i>	JEP
<i>Approved By:</i>	GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

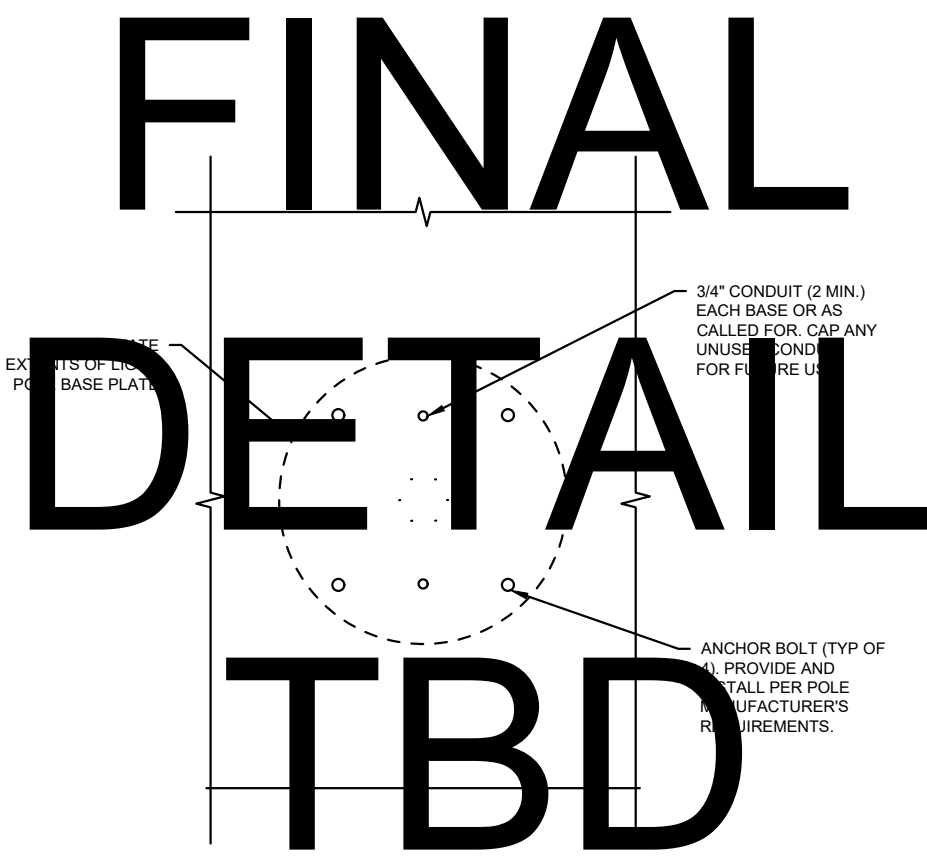
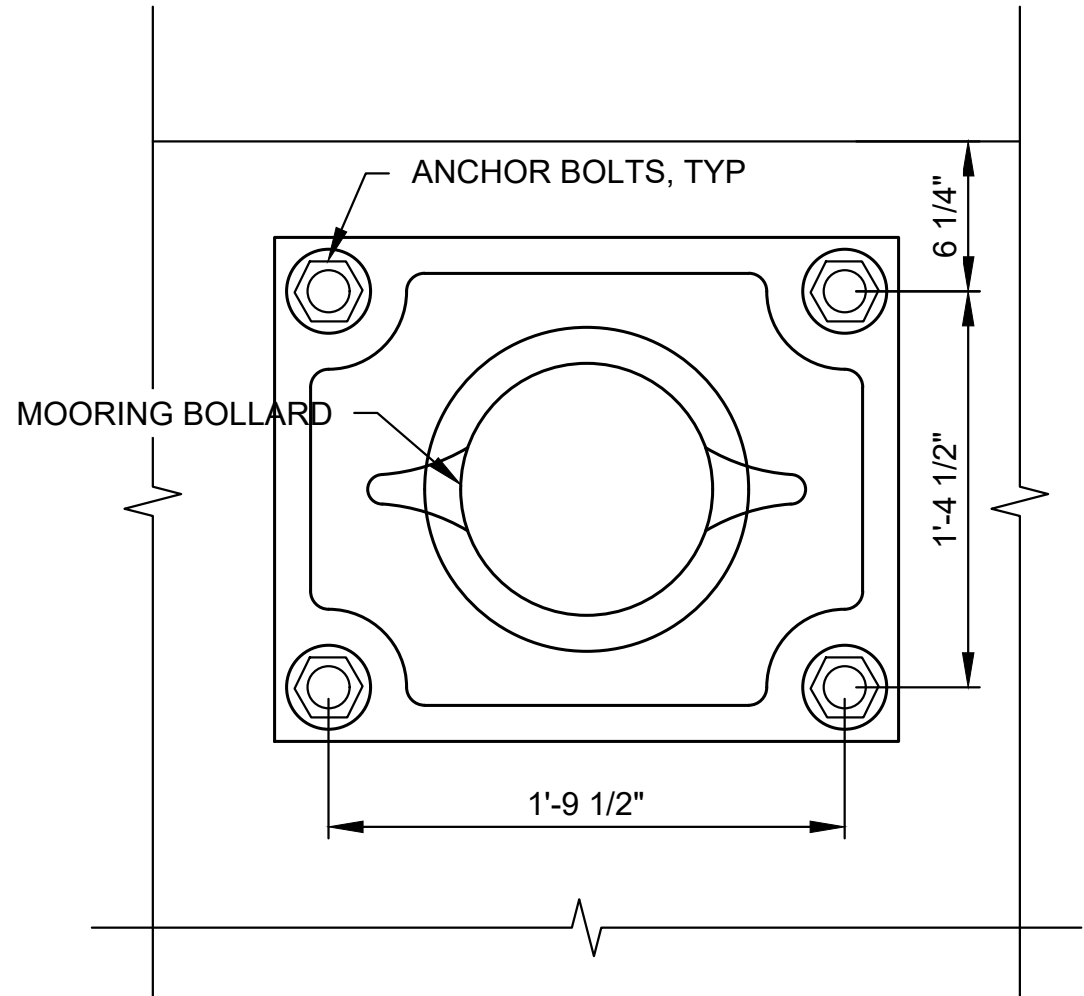
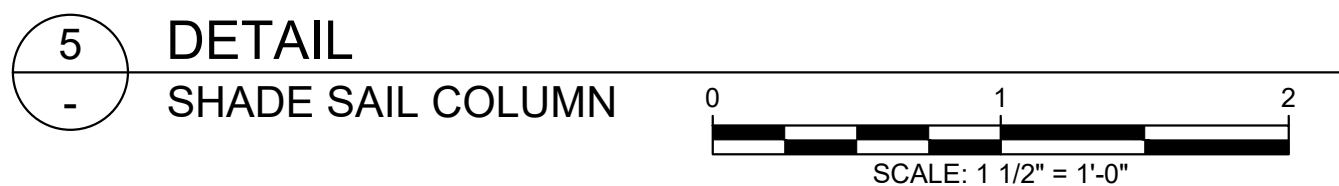
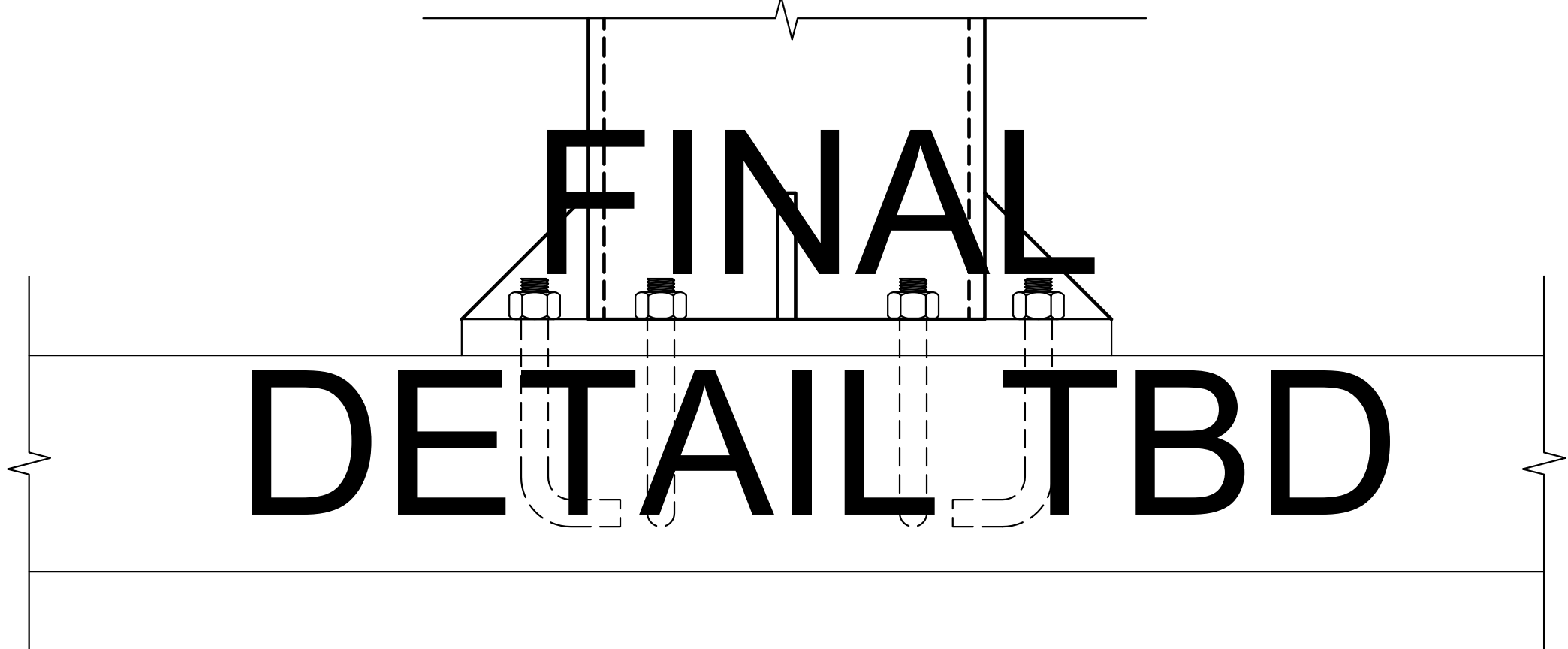
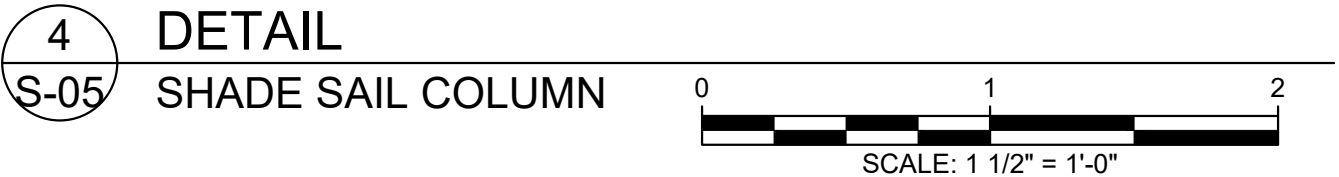
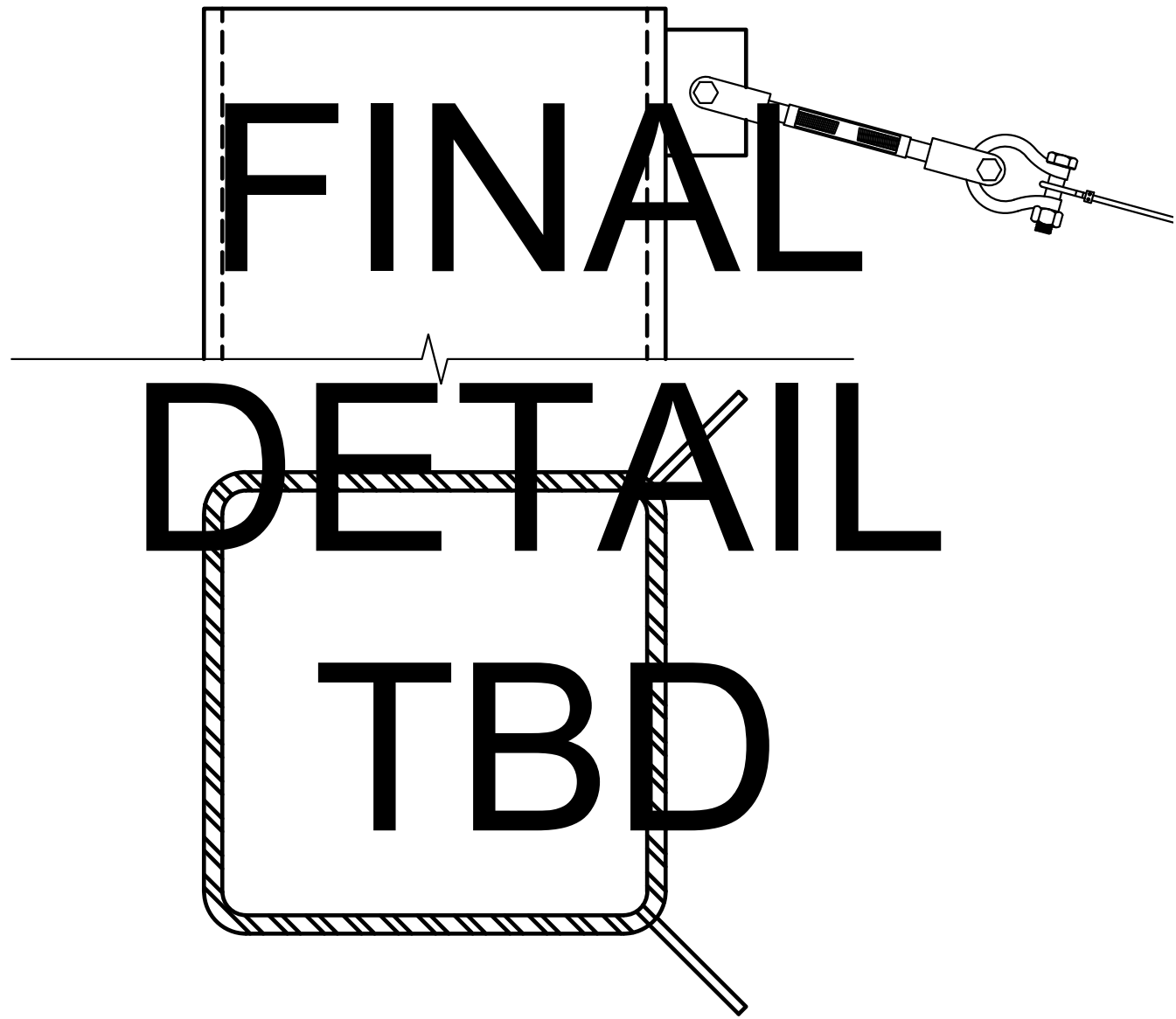
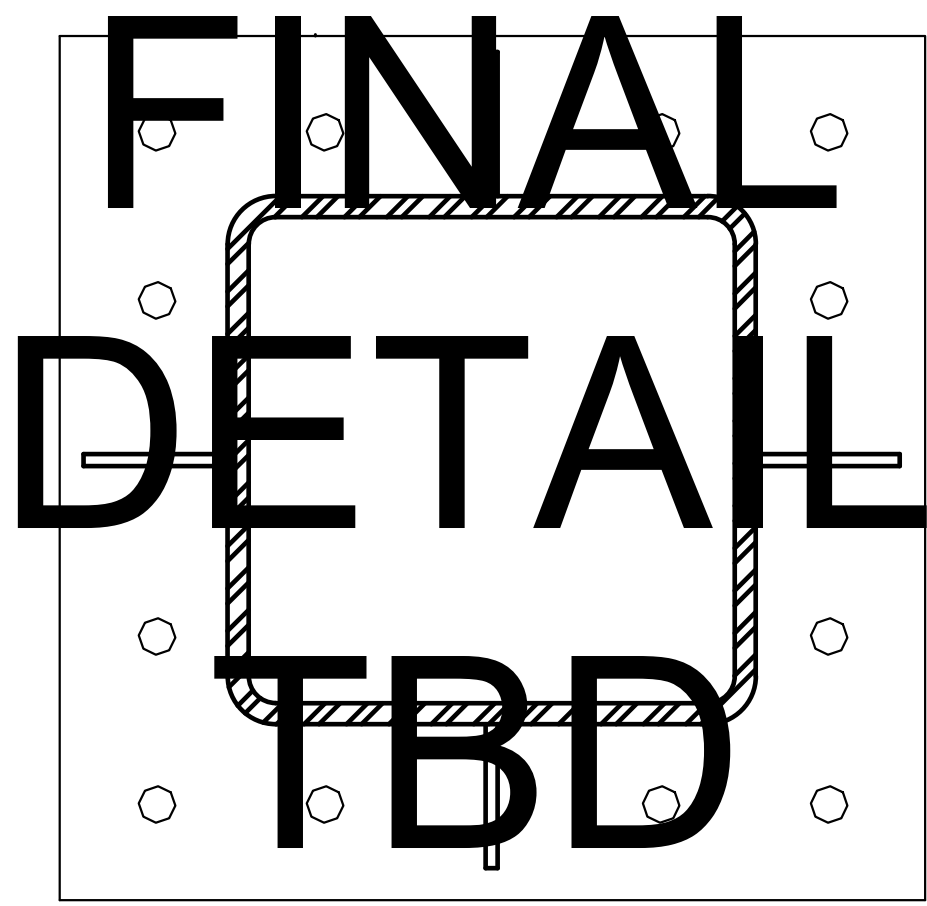
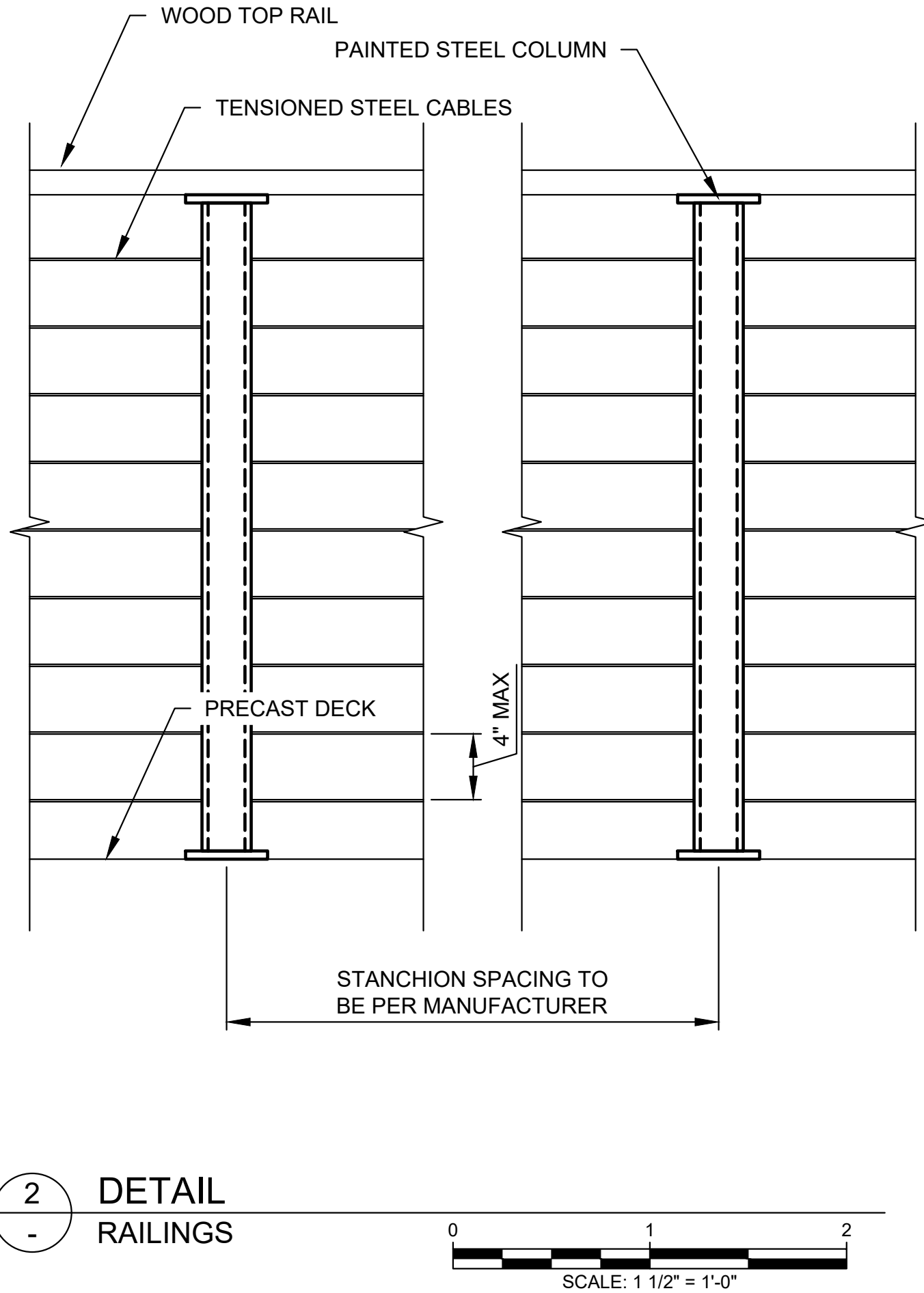
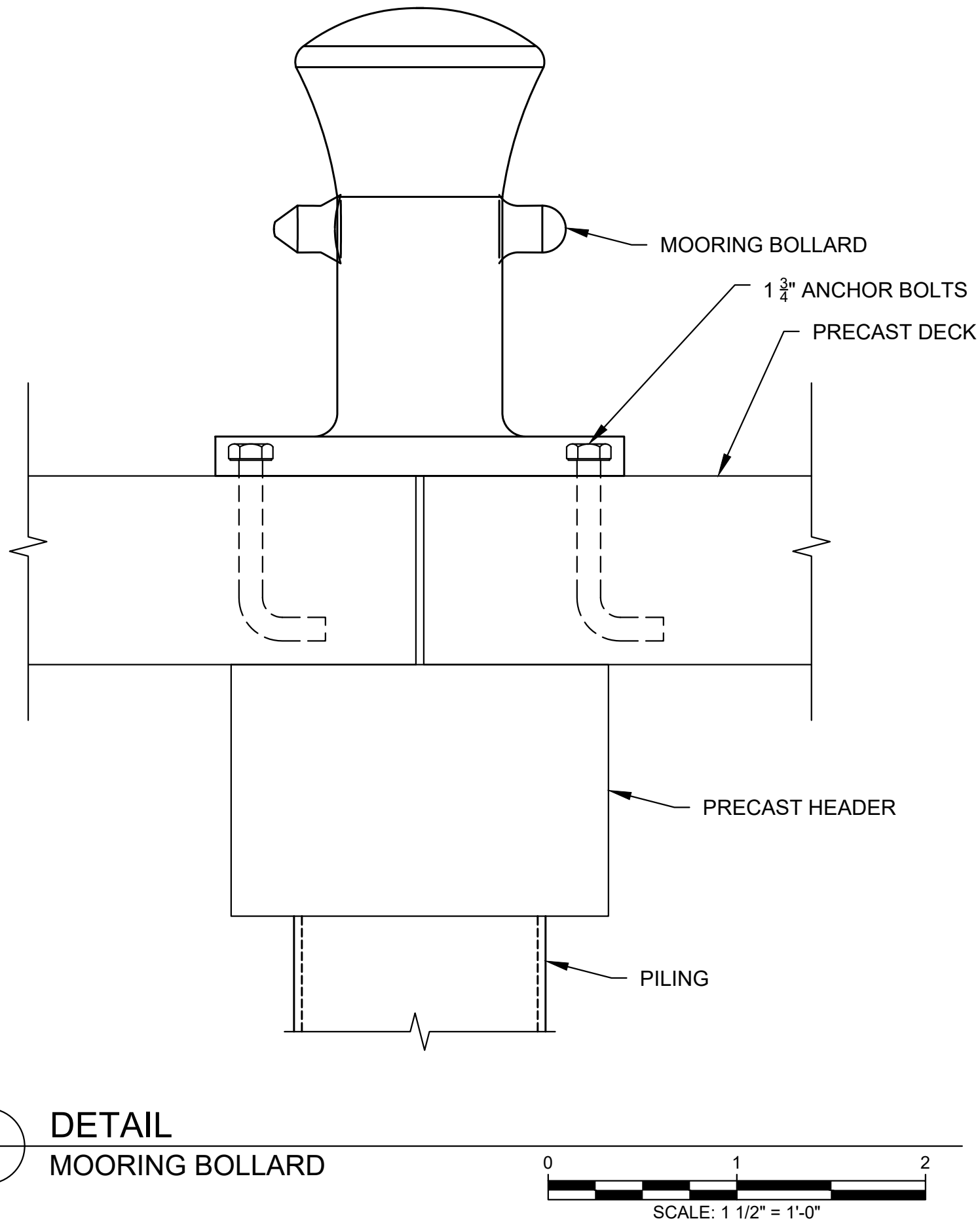
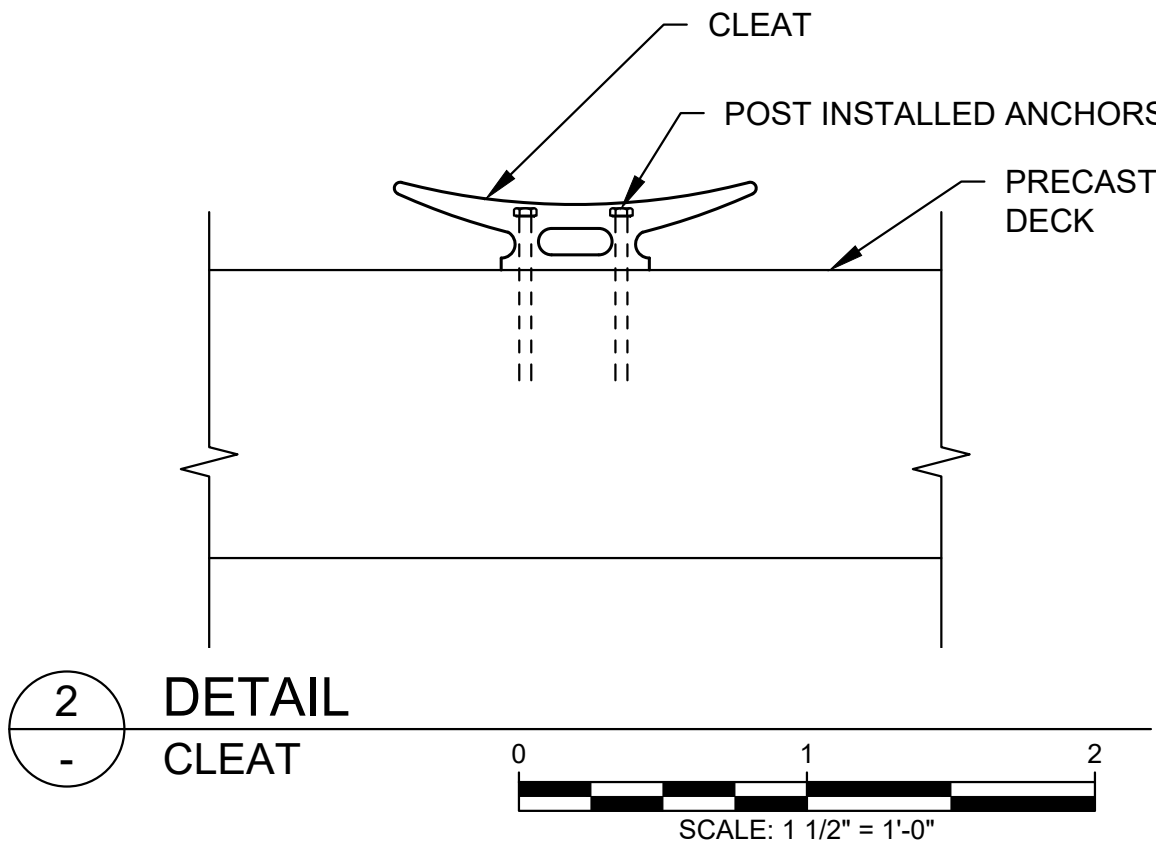
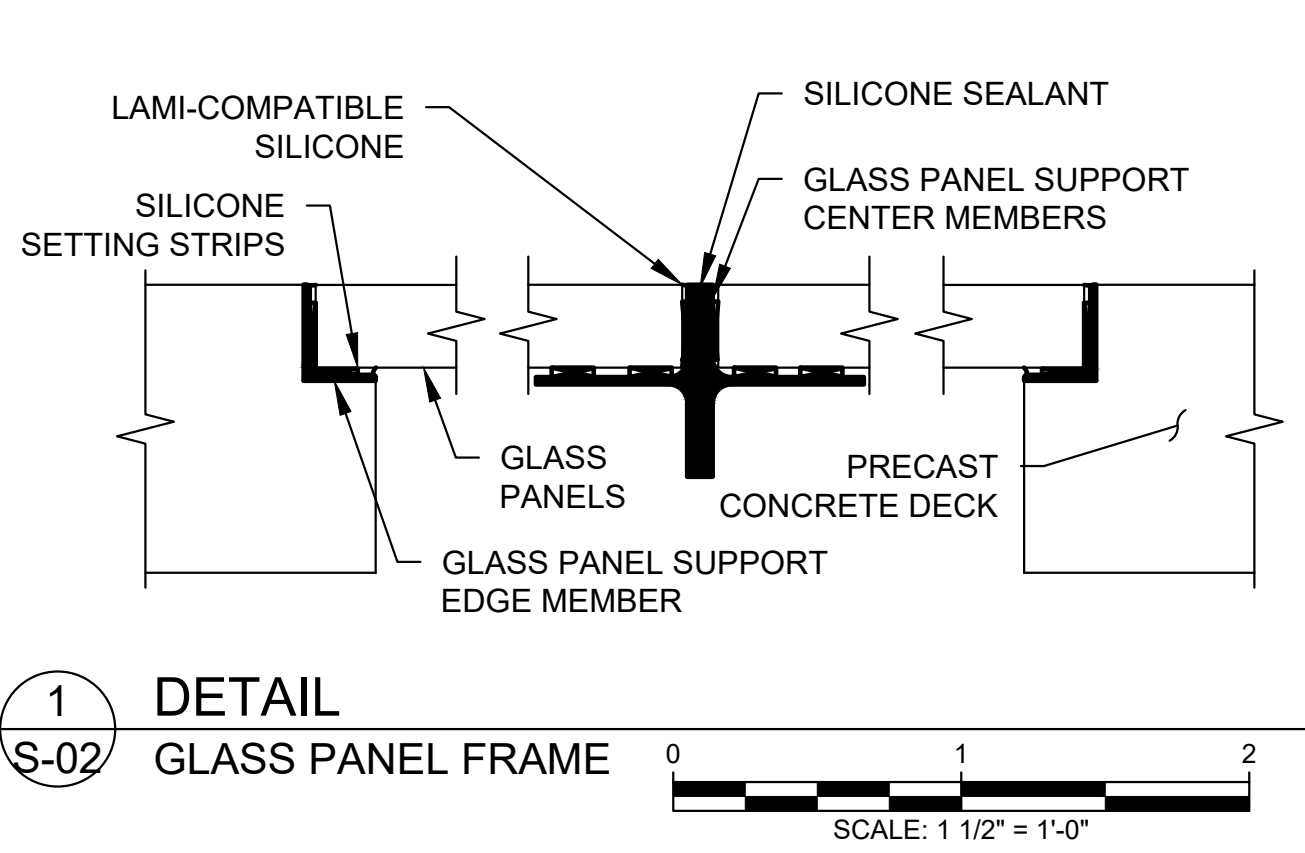
STRUCTURAL DETAILS 2 OF 3

WG. NO.

D-02

SHEET NO. _____

5 OF 28



Preliminary

Attention: If this scale bar does not measure 1" then drawing is not original scale.				
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	NO.	DATE	ISSUE/REVISION	APP



Designed: JEP
Checked: JWP
Drawn: JEP
Approved By: GMM

CITY OF MARQUETTE
MARQUETTE, MI

GEI Project 1901368

SPEAR DOCK REVITALIZATION PROJECT
MARQUETTE, MI

STRUCTURAL DETAILS 3 OF 3

DWG. NO.
SD-03
SHEET NO.
26 OF 28

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Founders Landing Pier Revitalization Project

THIS AGREEMENT, made this 30th day of April, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and J.F. Brennan Company, Inc., a Wisconsin corporation, hereinafter called "Contractor", of 818 Bainbridge St, La Crosse, Wisconsin 54603.

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

**ARTICLE 1
CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the correspondence from Contractor dated April 30, 2021, and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2
SCOPE OF THE WORK**

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

**ARTICLE 3
MATERIALS, APPLIANCES, and EMPLOYEES**

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is May 1, 2021, and the completion date of this project is June 1, 2022. The Contractor shall be penalized in the amount of \$0.00 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5 CONTRACT SUM

The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for a sum not to exceed \$5,670,000.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6 PAYMENTS

Contractor shall invoice for services rendered on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice; except for a 10% contingency hold-back which will be retained from each invoice by City until the final invoice is paid. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law.

ARTICLE 7 CONTRACTOR'S OBLIGATIONS

- 7.1 All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
- 7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
- 7.3 Contractor shall obtain all necessary permits for the work to be completed, at City's expense.
- 7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. Payment shall be made in one of the following manners:

1. Agreed upon unit prices

2. Time and Materials reimbursement rates provided by Contractor.

ARTICLE 10 **INSURANCE**

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

ARTICLE 11 **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents caused by said Contractor's negligence and will make good to, and reimburse, the City for any

expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's negligence.

ARTICLE 12
CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13
CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14
ACCESS TO WORK

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

ARTICLE 15
ARBITRATION OF DISPUTES

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

ARTICLE 16
WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

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

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

equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

- 17.1 **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 17.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment

practices when the Contractor covers a program set forth in Appendix B of the Regulations.

17.3 **Solicitation for Subcontracts, Including Procurements of Materials and**

Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

17.4 **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

17.6 **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18 **INTEGRATION**

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

ARTICLE 19 **BINDING AGREEMENT**

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

ARTICLE 20
PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this 30th day of April, 2021.

J.F. BRENNAN COMPANY, INC.



By: Tina Klinger

Its: CFO

Address: 818 Bainbridge St.
La Crosse, WI 54603

Telephone#: 608-519-5266

THE CITY OF MARQUETTE

Jennifer A. Smith, Mayor
City of Marquette

Kyle Whitney, City Clerk
City of Marquette

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

L. Michael Angeli
City Manager

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

New Business

Appointment of Director- Financial Services

BACKGROUND:

The City Manager recommends the appointment of City Treasurer, Mary Schlicht, to the position of Director-Financial Services effective July 1, 2021. Department Head positions are the equivalent of administrative officer positions under the Charter and City Code. The appointment is to fill the vacancy created by the retirement of current Director, Gary Simpson, on June 30, 2021. Mary received a Bachelor of Science degree in Accounting from Northern Michigan University in 1999. After working six years as a governmental auditor at Anderson, Tackman, and Co. in Escanaba, Mary was hired by the City as the Staff Accountant in 2007 and was promoted to the City Treasurer position in 2015. Mary is a registered CPA and is a Michigan Certified Professional Treasurer. Mary's education and extensive background with municipal finances, especially those of the City of Marquette, make her uniquely qualified for this position. As the Department Head for Financial Services, Mary will oversee the Treasury, Finance, and Assessing divisions of the City.

The City Charter provides that the City Manager appoints administrative officer positions subject to confirmation by the City Commission.

FISCAL EFFECT:

The FY 2020-21 budget has sufficient funds to cover this appointment.

RECOMMENDATION:

Confirm the City Manager's appointment of Mary Schlicht as Director-Financial Services effective July 1, 2021.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

New Business **Appointment of Interim City Manager**

BACKGROUND:

Current City Manager Mike Angeli will be retiring effective May 31 and incoming City Manager Karen Kovacs will assume her position on June 7, leaving a roughly one-week vacancy between the two appointments. City Charter, Section 5.4(a) states the City Commission shall appoint a City Manager within 90 days after any vacancy exists in such position. Outgoing City Manager Mike Angeli recommends Assistant City Manager Sean Hobbins fill the role of Interim City Manager for this purpose.

Customarily, the Interim City Manager's salary has been increased by 50% of the difference between the current City Manager salary and the individual's current salary for the period the temporary role is assumed.

FISCAL EFFECT:

The FY 2020/21 budget has sufficient funding for the additional salary necessary for the Interim City Manager position.

RECOMMENDATION:

Appoint Sean Hobbins as Interim City Manager for the period of June 1 through June 6, 2021 and approve a salary increase for this period of time equal to 50% of the difference in current City Manager salary and Assistant City Manager salary.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

New Business **Appointment of New City Manager**

BACKGROUND:

At its May 10, 2021 meeting, the City Commission voted unanimously to offer the position of Marquette City Manager to Ms. Karen Kovacs and the Mayor appointed a subcommittee to negotiate a mutually acceptable employment contract.

Negotiations have been successfully concluded and contain the following essential terms and conditions: A base salary of \$125,000 per year, a \$50,000 term life insurance policy, a \$6,000 annual car allowance and the same fringe benefit package as City department heads. Ms. Kovacs' contract also includes a one-time payment for relocation expenses of \$7,500. The initial term of the contract is June 7, 2021 through Sept. 30, 2022.

FISCAL EFFECT:

Sufficient funds are available in the FY 2020/21 budget for the position.

RECOMMENDATION:

Appoint Karen Kovacs as the Marquette City Manager effective June 7, 2021, approve the attached employment contract and authorize the Mayor and City Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

New Business

Presque Isle Park - Food Truck Resolution - Roll Call Vote

BACKGROUND:

The Presque Isle Park Advisory Committee (PIPAC) has held a number of recent discussions about the the number of visitors to the park, including the subsequent impact on the natural resource.

One major part of that conversation involved the operation of mobile food trucks in the park. PIPAC has recommended limiting food truck activity in the park in order to limit generator noise, traffic congestion and litter, which has been found throughout the park and could damage wildlife and Lake Superior and impact user enjoyment.

The City Clerk and City Attorney have reviewed the recommended resolution, which prohibits mobile food vendors from Presque Isle Park, with the exception of special events or the private rental of City Facilities

Marquette City Code Section 35-9 gives the authority for the City Commission to identify permissible times and location for mobile food vending in the City. Item 6 in the attached resolution is updated and Item 8 is new.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the attached resolution to identify appropriate times and locations for mobile food vendors, and authorize the Mayor and City Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ MFV Resolution



Resolution

Establishing Operating Locations and Times for Mobile Food Vendors on City-Owned Property

WHEREAS, the City of Marquette desires to encourage mobile food vendors, who add to the vibrancy and desirability of Marquette, while providing a framework under which such businesses operate; and,

WHEREAS, the City Commission may establish by resolution hours of operation and may identify City-controlled property for permissible Mobile Food Vending;

NOW THEREFORE BE IT RESOLVED, by the City Commission for the City of Marquette that Mobile Food Vending Units may only operate within the areas stipulated below:

Unless otherwise stated, units may operate in residentially zoned areas between the hours of 9 a.m. and 9 p.m. and in commercially zoned areas between the hours of 7 a.m. and 2 a.m.

In accordance with Chapter 35 of the Marquette City Code, mobile food vendors are authorized to operate at the following City-owned or controlled properties:

1. Lakeshore Parking Lot
2. Rock Street Parking Lot
3. Baraga Avenue Parking Lot
4. Spring Street Parking Lots - Between the hours of 6 p.m. and 2 a.m. only
5. South Main Street Parking Lot
6. All City Parks during official park operating hours with the exception of Mattson Park and Presque Isle Park and spaces intended for camping
7. Mattson Park in conjunction with a special event permit only
8. Presque Isle Park in conjunction with a special event permit or private rental of City facilities
9. Fair Avenue

10. Third St. - Between the hours of 6 p.m. and 2 a.m.
11. 100 Block West Main St. - South Side of the Street Only
12. 100 Block West Bluff St. - South Side of the Street Only
13. 100 Block West Baraga Avenue - North Side of the Street Only
14. 600 Block West Bluff St.
15. 100 Block West Spring St. - Between the hours of 6 p.m. and 2 a.m. only
16. 200 and 300 Blocks of West Spring St.
17. 200 and 300 Blocks of South Front St. - Between the hours of 6 p.m. and 2 a.m. only
18. 100 through 600 Blocks of West Washington St. - Between the hours of 6 p.m. and 2 a.m. only

When not in operation, mobile food vending units shall be removed from City-owned or controlled property between the hours of 2:00 a.m. and 7:00 a.m. in commercial areas, 9:00 p.m. and 9:00 a.m. in residential areas and during the closed hours in City parks.

This resolution will take effect May 31, 2021 and will replace the City Commission resolution adopted February 27, 2017.

Duly adopted by the City Commission on May 24, 2021.

Jennifer A. Smith, Mayor

Certified to be a true copy on May 24, 2021.

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

New Business

Renaming - John "Jack" Reynolds Athletic Complex

BACKGROUND:

In, March of 2021, the Reynolds family approached City staff with a proposal to rename the North Marquette Athletic Fields Complex to John "Jack" Reynolds Athletic Complex.

Jack Reynolds was a player, coach, and volunteer for baseball in Marquette. He dedicated himself to the game, the players he coached, and the baseball fields along Presque Isle Avenue. Unfortunately, Jack passed away in February and his family and the baseball community have rallied to dedicate the North Marquette Fields Complex in his name. His son, Chris Reynolds, has submitted a proposal along with a petition signed by over a thousand of his supporters to rename this complex. Jack spent countless hours improving the fields, donating his time, to ensure that everyone would have safe, quality baseball fields to play on. Jack also led the way to rename field 2 to "Gerard Haley Memorial Field" to honor a player who had passed away from cancer in 1998. If passed, the Reynolds family and the baseball community would start a fundraiser to install a sign at the baseball fields in his honor at no cost to the City.

Per City Commission Policy 2005-01, Naming Parks & Recreation Facilities, the request was forwarded to the Parks and Recreation Advisory Board. At their April 2021 meeting, the Board reviewed the request with supporting documentation. After discussion, the Board voted unanimously to support the request to rename the facility.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the request from the Reynolds family to rename the North Marquette Athletic Fields Complex as the John "Jack" Reynolds Athletic Complex.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ☐ Letter
- ☐ Naming Policy

▫ Petition Signatures

Christopher J. Reynolds
2011 Deer Lake Ave
Ishpeming, MI 49849

3/17/2021

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

To the City of Marquette Parks and Rec Advisory Board and the City Commission,

Enclosed, you will find a proposal to the City of Marquette to have the North Marquette Baseball Complex renamed to the John "Jack" Reynolds Athletic Complex. We have included a letter from the Reynolds family, a history of Jack's career, and a petition in which over 1,000 signatures were gathered. We understand that some signatures are not from City of Marquette residents, but we are compelled to remind the City of Marquette that the baseball community is not restricted to city lines. Also, many of the signatures are from those who are originally from Marquette, grew up with Jack and played with and for Jack during his many years as a player and coach.

Furthermore, we are not asking the City of Marquette to feel financially obligated to anything more than a sign to be placed behind the score board located in the parking lot off of Presque Isle Ave. Please see enclosed pictures as a visual aid.

Many baseball complexes are renamed for local leaders that have influenced their community. We already have many good examples of this in Marquette and feel that renaming this complex will only increase the community pride for our residents and create a sense of familiarity for those visiting the complex as Jack is such an essential part of its history.

We thank you for your time and consideration.



Christopher Reynolds

To the City of Marquette Parks and Rec Advisory Board and City Commission,

On February 6th, 2021, John "Jack" Reynolds passed away at the age of 74, one month short of his 75th birthday. In recognition of his 55 years of coaching Marquette youth and adults in both baseball and softball, we are asking the City of Marquette to rename the North Marquette Baseball Complex to the John "Jack" Reynolds Athletic Complex.

Besides being a volunteer coach, Jack has also given many hours as a laborer to care for and maintain the fields of this complex. Jack facilitated the additions of a concession stand, brick dugouts, bleacher covers, scoreboards, and safer playing surfaces. Although Jack was one of the many who worked on all of these projects, he never asked for a thank you. Instead, he had the batting cage and one of fields named for others who have influenced our community through the game of baseball.

During the many years Jack coached, he coached Babe Ruth League, Tee Ball, Little League, Sr. Little League, American Legion Baseball, Adult baseball and Adult Fast Pitch Softball. The only season Jack received any compensation for coaching was in 2004 as Interim Head Coach of the South Dakota State University Jack Rabbits. Jack's heart was always in Marquette and he was one of the most dedicated individuals in our community. He never cared how talented a player was, just that they enjoyed the game and learned as much as they could from him.

Jack once coached multiple teams as there was not enough volunteers, resulting in over 130 games, plus practices in a single season. He has also led teams to multiple state finals in Babe Ruth League, American Legion Baseball, and Adult Fast Pitch Softball. All of these teams are from Marquette. Jack never coached at the professional level, but he had such an eye for talent that he was an associate scout for the Kansas City Royals and the Atlanta Braves. Even though Jack was scouting for these professional teams, his focus was on helping local baseball players find a college to continue their career.

It is because of the many years and countless hours Jack has put into not just the physical features, but the young minds of Marquette, that we ask the City of Marquette to rename the North Marquette Baseball Complex, the John "Jack" Reynolds Athletic Complex.

Thank you for your time.



Christopher J. Reynolds

3/17/2021

An overview of Jack's coaching accomplishments:

- **55 years of coaching**
- **Coached at every level**
 - **Babe Ruth League**
 - **Tee Ball**
 - **Little League**
 - **Girls Youth Softball**
 - **Sr. Little League**
 - **American Legion Baseball**
 - **Adult Baseball**
 - **College Baseball**
 - **Adult Fast Pitch Softball**
- **17 times Michigan State Finalist**
 - **1-Babe Ruth League**
 - **8-American Legion**
 - **2-Michigan Great Lakes State Games**
 - **6-Men's Fast Pitch Softball**
- **Over 100 invitational tournament wins**
- **Associate Scout, Kansas City Royals 1978-2001**
- **Associate Scout, Atlanta Braves 2001-2021**
- **Past President of Marquette Little League and Mid-Pen American Legion Baseball League**
- **Assisted countless area baseball players move onto college baseball**

Community Involvement:

- **Advocate for Chronic Kidney Disease**
- **Member of Exchange Club**
- **Member of Elks Club**
- **Active member of UA Local 111 Pipefitters union for over fifty years.**

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: 2005-01	Revision Date:
Date Adopted: 03-28-05	
Department: Parks & Recreation	

SUBJECT: NAMING PARKS & RECREATION FACILITIES

PURPOSE: To provide a formal process for the City of Marquette to name or rename Parks & Recreational facilities

POLICY:

It is the intent of the Parks and Recreation Advisory Board to review all requests for naming or renaming facilities, evaluate each request in accordance with the following guidelines, and provide insight and recommendations to the City Commission for consideration. The City Commission shall make all final decisions naming or renaming facilities. The Parks and Recreation Advisory Board shall follow the naming guidelines adopted by the City Commission.

I. Process

To request a name for a specific park, facility, or a major feature within a park such as a street, lake, building or athletic field, an applicant shall submit a written request to the Parks and Recreation Advisory Board via the Parks and Recreation Department staff.

The applicant may obtain a copy of the Park Naming Guidelines from the Office of the Director of the Parks and Recreation Department. The request shall clearly state the name of the requesting organization along with the name, address and phone number of a contact person. The request must include all information as stated in the guidelines below. Verification of the facts in the request by Parks and Recreation Department staff shall be required.

Upon receipt of all information, the Parks and Recreation Advisory Board will review the application and request any clarification as needed. The Board will have no more than 60 days to review and evaluate any and all naming requests from applicants once all

information has been received. Upon completion of review by the Parks and Recreation Advisory Board, the Board chair will place the request with a recommendation on the City Commission agenda for presentation to the City Commission. The City Commission will then have no less than one month to reflect and consider the naming request before the item will be placed on the commission agenda for voting purposes and public comment. The Parks and Recreation Advisory Board and the City Commission reserve the right not to endorse a request.

II. Guidelines for Naming or Renaming

Proposed naming of a Park or facility shall identify all of the following which apply:

1. An adjacent street to the park or facility;
2. Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to the park;
3. The subdivision in which the park property or facility is located;
4. A significant historic feature or event;
5. An individual or group who has made exceptional contributions to the City of Marquette with preference being given for contributions to parks and recreation services. Exceptional contributions include, but are not limited to;
 - i. Donating or contributing a significant amount of money for the acquisition and/or development of the park facility;
 - ii. Providing direct and significant volunteer services benefiting the public as a local or community leader;

Persons currently serving on the City Commission or holding a local elected office or serving on the Parks and Recreation Advisory Board may not be considered for naming, but may be considered for naming when said person no longer serves in such capacity.

III. Procedures for Naming or Renaming

- A. Individuals or organizations shall submit a written nomination for naming city parks and facilities along with justification to the Park and Recreation Advisory Board. The request shall include:

1. Reasons for the proposed name;
2. Proposed name;
3. Evidence of community support for the proposed name;
4. All of the above must be submitted to the Parks and Recreation Advisory Board for review;

The applicant may submit petitions, which state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency;

B. The Parks and Recreation Advisory Board shall:

1. Review the nomination in accordance with Section III of the guidelines;
2. Research, review and study the supporting documentation;
3. Forward recommendations to the City Commission for review;
4. The City Commission shall make the final decisions;

VI. Responsibilities of the Parks and Recreation Advisory Board

Once the appropriate nomination material for naming a city park or facility is submitted to the Parks and Recreation Advisory Board for review, the Park and Recreation Advisory Board will:

1. Review the nomination in accordance with Section III of the guidelines;
2. Research, review and study the supporting documentation;
3. Forward recommendations to the City Commission for review.

Signatures

Name	Location	Date
Christopher Reynolds	US	2021-03-08
Cynthia Slattery	Marquette, MI	2021-03-08
Lynda Trafton	San Antonio, TX	2021-03-08
Scott Slattery	Marquette, MI	2021-03-08
Erin Hogg	Chicago, IL	2021-03-08
Paul Szalai	Milton, FL	2021-03-08
Vicki Contois	ISHPEMING, MI	2021-03-08
Mariya Rohloff	Appleton, WI	2021-03-08
Scott Reynolds	Marquette, MI	2021-03-08
Jamie Weigold	Marquette, MI	2021-03-08
Nicholas Szalai	Indianapolis, IN	2021-03-08
Jon Slattery	Marquette, MI	2021-03-08
Alaina Reynolds	Marquette, MI	2021-03-08
Therese Wood	Marquette, MI	2021-03-08
Marcia Wentela	Marquette, MI	2021-03-08
Robynn Alexander	Indianapolis, IN	2021-03-08
Carol Kessel	Kenosha, WI	2021-03-08
Cathy Grady	Hartford City, IN	2021-03-08
Donna Reynolds	Negaunee, MI	2021-03-08
Dan Reynolds	Marquette, MI	2021-03-08

Name	Location	Date
Meghan Gustafson	Marquette, MI	2021-03-08
Brian balmes	Marquette, MI	2021-03-08
Patricia Wittcop	Marquette, MI	2021-03-08
sara gustafson	Marquette, MI	2021-03-08
Richard Pascoe	Marquette, MI	2021-03-08
carl johnson	Marquette, MI	2021-03-08
Clint Remsburg	De Pere, WI	2021-03-08
Amy Francisco	Negaunee, MI	2021-03-08
Alicia Latvala	Trenary, MI	2021-03-08
Heidi Balwinski	Ishpeming, MI	2021-03-08
BillieJean Horrocks	Cornell, MI	2021-03-08
Carol York	Shakopee, MN	2021-03-08
Sonja Dellies	Marquette, MI	2021-03-08
Mack Bailey	Ponchatoula, LA	2021-03-08
Haley Wordie	Tallahassee, US	2021-03-08
Megan Falk	Marquette, MI	2021-03-08
Catherine Dollar	Virginia Beach, VA	2021-03-08
Jeremy Beerman	Sylvania, OH	2021-03-08
Leanne Herrington	Marquette, MI	2021-03-08
Ken Johnson	US	2021-03-08
Lily Trotter	Riverside, US	2021-03-08
Patti Lingle	Negaunee, MI	2021-03-08

Name	Location	Date
Brian Kumpula	Woodstock, IL	2021-03-08
Pam Gentet	Marquette, MI	2021-03-08
Josh Laitinen	Marquette, MI	2021-03-08
Marissa Gomez	Dallas, US	2021-03-08
Emma Knape	Oak Ridge, US	2021-03-08
Sharon Brownell	Marquette, MI	2021-03-08
Amy Suchan	Negaunee, MI	2021-03-08
Dawn Evans	Negaunee, MI	2021-03-08
Sarah Farahat	Milton, FL	2021-03-08
Kelley Graham	Green Bay, WI	2021-03-08
Bianca Nowak	Marquette, MI	2021-03-08
John Scott	Negaunee, MI	2021-03-08
Austin Reynolds	Marquette, MI	2021-03-08
Bernita Lee Bieniewski	Paulding, MI	2021-03-08
Randy Trepanier	Comstock Park, MI	2021-03-08
Alyssa Brown	Hattiesburg, MS	2021-03-08
Kevin Price	Marquette, MI	2021-03-08
Rachael Koepp	Marquette, MI	2021-03-08
Beverly Reynolds	ISHPEMING, MI	2021-03-08
John Bender	Marquette, MI	2021-03-08
Alfred Borowski	Winnabow, NC	2021-03-08
Ryan Higbie	Marquette, MI	2021-03-08

Name	Location	Date
Hunter Larson	Green Bay, WI	2021-03-08
Erin Mohrman	Ishpeming, MI	2021-03-08
Linnea Riipi	Marquette, US	2021-03-08
Linda Reynolds	Marquette, MI	2021-03-08
Polly Haley	Marquette, MI	2021-03-08
Cody Nordquist	Petoskey, MI	2021-03-08
Ellie O'Neal	Marquette, MI	2021-03-08
David Koepp	Marquette, MI	2021-03-08
Jared Wales	Marquette, MI	2021-03-08
AJ Lobb	Dundee, MI	2021-03-08
Aimee Katona	Canton, MI	2021-03-08
Justin Roy	Chicago, IL	2021-03-08
Ashley Hyry	Ishpeming, MI	2021-03-08
Jamie Curtis	Marquette, MI	2021-03-08
Courtney Helsel	Lake City, MI	2021-03-08
Logan Riesland	Marquette, MI	2021-03-08
Bernard Slattery	Ishpeming, MI	2021-03-08
Debbie Schnurer	Burlington, WI	2021-03-08
Randy Ritari	Marquette, MI	2021-03-08
Justin Cobb	Marquette, MI	2021-03-08
Abby Johns	Chatham, MI	2021-03-08
Jesse Hanford	Marquette, MI	2021-03-08

Name	Location	Date
Duane Englund	Glenville, WV	2021-03-08
Anthony Filizetti	Gwinn, MI	2021-03-08
Vicki Corradino	Marquette, MI	2021-03-08
Shari LaPointe	Marquette, MI	2021-03-08
Whitney Rundman	Marquette, MI	2021-03-08
James Lasak	Antioch, IL	2021-03-08
Rich Alholm	Marquette, MI	2021-03-08
Marcia Hemmila	Marquette, MI	2021-03-08
Jared Slagle	Marquette, MI	2021-03-08
Jessica Casa	Winter Garden, FL	2021-03-08
Brett Girard	Barrington, IL	2021-03-08
Cindy Richardson	Washington, MI	2021-03-08
marcia dionne	marquette, MI	2021-03-08
Kathryn Krysmalski	Marquette, MI	2021-03-08
Carrie Fries	Marquette, MI	2021-03-08
Cassandra Carlson	Marquette, MI	2021-03-08
Jennifer Keller	Skandia, MI	2021-03-08
Minnie Dominguez	Brandon, FL	2021-03-08
Thomas Sullivan	Marquette, MI	2021-03-08
Briauna Harris	Newport News, US	2021-03-08
George Smrtka	Troy, MI	2021-03-08
Jason Siik	Negaunee, MI	2021-03-08

Name	Location	Date
Chuck Barkow	Green Bay, WI	2021-03-08
Kathleen Stevenson	Fostoria, MI	2021-03-08
Sarah Ludwig	Gloversville, US	2021-03-08
Jacquelyn Menhennick	Marquette, FL	2021-03-08
Carol Beaudry	Marquette, MI	2021-03-08
Lori Appleton	Marquette, MI	2021-03-08
Evelyn Portillo	Philadelphia, US	2021-03-08
Jan Lane	Marquette, MI	2021-03-08
Kristen Bressette	Marquette, MI	2021-03-08
Kelly Knuttila	Negaunee, MI	2021-03-08
Robyn Moeller	Salem, WI	2021-03-08
Samantha Gonzalez	Los Angeles, US	2021-03-08
Gregory Monroy	Riverside, US	2021-03-08
sera c	Haslet, US	2021-03-08
Tanya Sprowl	Marquette, MI	2021-03-08
Katie Laitinen	Marquette, MI	2021-03-08
Clay Newsom	Atlanta, US	2021-03-08
Samantha Lomax	Rockwell, US	2021-03-08
Sonnie Gobery	Marquette, MI	2021-03-08
Heather Begovac	Green Bay, WI	2021-03-08
Brianna Litchard	Escanaba, MI	2021-03-08
Tammy Karp	Marquette, MI	2021-03-08

Name	Location	Date
Max Christensen	Marquette, MI	2021-03-08
James Newman	Arlington Heights, IL	2021-03-08
Cynthia Olson	Marquette, MI	2021-03-08
Mary Jean Holappa	Champion, MI	2021-03-08
Ceaira Webber	Marquette, MI	2021-03-08
Virginia Luoma	Marquette, MI	2021-03-08
Sara Sauve	Marquette, MI	2021-03-08
Nick Densmore	Birmingham, MI	2021-03-08
Deanne Kanerva	Skandia, MI	2021-03-08
Tina Martin	Escanaba, MI	2021-03-08
Cheryne Clements	Marquette, MI	2021-03-08
Jeannie Kangas	Negaunee, MI	2021-03-08
Lennie Webber	Marquette, MI	2021-03-08
Amanda Peeper	Lansing, MI	2021-03-08
Linda Millum	Lakeside, CA	2021-03-08
Sam Eggleston	Little Lake, MI	2021-03-08
Amy Ennis	Jackson, MI	2021-03-08
Nikki Szalai	Indianapolis, IN	2021-03-08
Kurt Mensching	Marquette, MI	2021-03-08
Bridget Caster	Marquette, MI	2021-03-08
TJ Maleport	Marquette, MI	2021-03-08
Chris Dupras	Oxford, MI	2021-03-08

Name	Location	Date
David S. Stobbeaar	Marquette, MI	2021-03-08
Keith Frusti	Chatham, MI	2021-03-08
Barbara Conwell	Portland, ME	2021-03-08
Carol Koski	Carpentersville, IL	2021-03-08
Fred Campfield	Ishpeming, MI	2021-03-08
Brian black Black	Marquette, MI	2021-03-08
Gretchen Carlson	Gilbert, AZ	2021-03-08
Mark Schultz	Rock, MI	2021-03-08
Lisa Burnside	Chatham, MI	2021-03-08
Jon Erkkila	Ankeny, IA	2021-03-08
Lisa Slattery	Ishpeming, MI	2021-03-08
Ryan Anderson	Marquette, MI	2021-03-08
Kevin Keller	Skandia, US	2021-03-08
Christine Hill	Green Bay, WI	2021-03-08
Michael Bressette	Marquette, MI	2021-03-08
Sherry Schwarz	Kenosha, WI	2021-03-08
Jana Steele	Chatham, MI	2021-03-08
Lauri Radtke	Green Bay, WI	2021-03-08
Joel Tuoriniemi	Mohawk, MI	2021-03-08
Adam Kemper	Negaunee, MI	2021-03-08
Barton Bartelli	Marquette, MI	2021-03-08
Chris Bouws	Marquette, MI	2021-03-08

Name	Location	Date
Helen Helenbart	Marshall, MI	2021-03-08
Janece Hanycz	Marquette, MI	2021-03-08
Cory Jandron	Milwaukee, WI	2021-03-08
Richard Katona	Canton, MI	2021-03-08
Michael James	Barrington, IL	2021-03-08
Duane Englund	US	2021-03-08
Delores Englund	Escanaba, MI	2021-03-08
Kathy Cox	Marquette, MI	2021-03-08
Brandy Burns	Portage, WI	2021-03-08
Jaceley Babcock	Ishpeming, MI	2021-03-08
lisa henn	Sauk city wi, WI	2021-03-08
Rachel Racine	Hoffman Estates, IL	2021-03-08
Mark Broemer	Vila Nova De Gaia, Vila Real, Portugal	2021-03-08
Cheryl Anderegg	Marquette, MI	2021-03-08
Carol Vining Moore	Marquette, MI	2021-03-08
Jerry LaRochelle	Saint Paul, MN	2021-03-08
Adam Brown	Charlevoix, MI	2021-03-08
Lisa Taylor	Marquette, MI	2021-03-08
Ashley LeClaire Scheiding	Negaunee, MI	2021-03-08
Edward Rodgers	Ormond Beach, FL	2021-03-08
Jacqueline Hastings	Rapid River, MI	2021-03-08
Stella Beck	Marquette, MI	2021-03-08

Name	Location	Date
Amy Neaves	Marquette, MI	2021-03-08
Breanna Pogue	Marquette, US	2021-03-08
Athena Reynolds	Marquette, MI	2021-03-08
Alex Gill	Marquette, MI	2021-03-08
Betty Olds	Marquette, MI	2021-03-08
Ann Marie Hall	Marquette, MI	2021-03-08
Grace Gronowski	Marquette, MI	2021-03-08
thomas soderna	west milford, NJ	2021-03-08
Rhett Limback	Alpena, MI	2021-03-08
Diane Lawry	Olympia, WA	2021-03-08
Sally Halvorson	Marquette, MI	2021-03-08
Chris James	Springport, MI	2021-03-08
Patricia Lynott	Marquette, MI	2021-03-08
Stephanie Grajek	Howell, MI	2021-03-08
Nichole James	Springport, MI	2021-03-08
Wally Moore	Green Bay, WI	2021-03-08
William Laycock	Traverse, MI	2021-03-08
Thomas Glass	Baraga, MI	2021-03-08
Jennifer Wheeler	Rock, MI	2021-03-08
Kristi Flynn	Marquette, MI	2021-03-08
Gina Feltner Bouws	Marquette, MI	2021-03-08
Kristi Charlebois	Chatham, MI	2021-03-08

Name	Location	Date
Dylan Kallery	Marquette, MI	2021-03-08
Steve Contois	Ishpeming, MI	2021-03-08
Andrew Pelissier	Marquette, MI	2021-03-08
Nicole Hoffman	Fayette, OH	2021-03-08
Alyssa Slattery	Gwinn, MI	2021-03-08
Carrie Sartorelli	Michigamme, MI	2021-03-08
Dan Reynolds	US	2021-03-08
Rebecca Portale	Marquette, MI	2021-03-08
Terrence Wainio	Marquette, MI	2021-03-08
Ashley Hudson	Marquette, MI	2021-03-08
Vicky Revord	Gwinn, MI	2021-03-08
Nicole Taulbee	Niles, MI	2021-03-08
katlin haley	Sturgeon Bay, WI	2021-03-08
Lisa Barnum	Negaunee, MI	2021-03-08
Judy Carlson	Marquette, MI	2021-03-08
Joni Hendrickson	Trenary, MI	2021-03-08
Sheila Szalai	Milton, FL	2021-03-08
Samantha Contois	Marquette, MI	2021-03-08
Kari socia	Marquette, MI	2021-03-08
Kathy Malay	Gwinn, MI	2021-03-08
Linda Kortum	Minneapolis, MN	2021-03-08
Marcus Mickelson	Marquette, MI	2021-03-08

Name	Location	Date
Diana Hetrick	Marquette, MI	2021-03-08
Dan Benson	Marquette, MI	2021-03-08
Cyndi Benson	Gwinn, MI	2021-03-08
Nicolas Temple	Elgin, IL	2021-03-08
Jon Miller	Marquette, MI	2021-03-08
Gail Urbiha	Marquette, MI	2021-03-08
Linda McLain	Chatham, MI	2021-03-08
Jamey Jezewski	US	2021-03-08
David Carey	Big Bay, MI	2021-03-08
Kyan Coates	Goshen, US	2021-03-08
Derek Bressette	Marquette, MI	2021-03-08
Dennis Johns	Lansing, MI	2021-03-08
Sydney Kuhlman	Bowling Green, US	2021-03-08
Robert Fleury	Marquette, MI	2021-03-08
Kris Hazeres	Marquette, MI	2021-03-08
Kathy Wainio	Marquette, MI	2021-03-08
Bobbi Carpenter	Marquette, MI	2021-03-08
Emma Rosonke	Omaha, US	2021-03-08
DenRay Yant	Grand Rapids, MI	2021-03-08
Tim Fisher	Staten Island, US	2021-03-08
Charlotte Mericle	Lima, US	2021-03-08
Donna Miller	Marquette, MI	2021-03-08

Name	Location	Date
Tory Craine	Duncan, US	2021-03-08
Myranda Joyal	Marquette, MI	2021-03-08
kasidy davis	Washington, US	2021-03-08
Jill Puzio	Ishpeming, MI	2021-03-08
Aaron Yunker	Ishpeming, MI	2021-03-08
Trish Kautz	Marquette, MI	2021-03-08
Jessica Demay	Mchenry, IL	2021-03-08
Judith Donckers	Marquette, MI	2021-03-08
James Mohrman	Marquette, MI	2021-03-08
Alex Chapman	Calumet, MI	2021-03-08
Dan Peters	Tallahassee, FL	2021-03-08
Gordy Peterson	Marquette, MI	2021-03-08
William Seglund	Tampa, FL	2021-03-08
Angela Yelle	Gwinn, MI	2021-03-08
Mike Plourde	Marquette, MI	2021-03-08
Joe Fowler	Boyne City, MI	2021-03-08
Bill Larson	Chicago, IL	2021-03-08
Kristi Palmer	Newberry, MI	2021-03-08
Severine Fetterhoff	Woodstock, IL	2021-03-08
James Larson	Chatham, MI	2021-03-08
Dave Campana	Marquette, MI	2021-03-08
Joyce DePetro	Marquette, MI	2021-03-08

Name	Location	Date
Derek Forstrom	Elk Grove Village, IL	2021-03-08
Jane Campbell	Lady Lake, FL	2021-03-08
Mike Bintner	Escanaba, MI	2021-03-08
Fred Mitchell	Iron Mountain, MI	2021-03-08
Tracey Pederson	Marquette, MI	2021-03-08
Cindy Reynolds	Marquette, MI	2021-03-08
Debrah Arntsen	Marquette, MI	2021-03-08
Joshua Johnson	Sheyboan, WI	2021-03-08
Heather Holdwick	Marquette, MI	2021-03-08
Sarah Smart	Marquette, MI	2021-03-08
Barbara Dillinger	Lake Suzy, FL	2021-03-08
Greg Carrier	Marquette, MI	2021-03-08
Dale Henderson	Boyne City, MI	2021-03-08
SanDee December	Crestview, FL	2021-03-08
James Bender	Foley, AL	2021-03-08
Mark Werner	Marquette, MI	2021-03-08
Angela Clement	Green Bay, WI	2021-03-08
Jennifer Kumpula	Marquette, MI	2021-03-08
Claire S	Troy, MI	2021-03-08
Rachel Hutter	Marquette, MI	2021-03-08
Linda Poole	Marquette, MI	2021-03-08
Bonnie Ranta	Marquette, MI	2021-03-08

Name	Location	Date
Joni Johnson	Chicago, IL	2021-03-08
Diana Englund	Rock, MI	2021-03-08
Greg Mingay	Marquette, MI	2021-03-08
Kelly Koetje	Marquette, MI	2021-03-08
Melanie Murray	Marquette, MI	2021-03-08
Dennis Mingay	Marquette, MI	2021-03-08
Gary Watkins	Albion, MI	2021-03-08
Nicole Songserm	Hilo, HI	2021-03-08
Kerri Spencer	Marquette, MI	2021-03-08
Nancy Schneider	Michigamme, MI	2021-03-08
Wendy Barber	Marquette, MI	2021-03-08
Zachary Englund	Rock, MI	2021-03-08
Angela Brown	Lafayette, IN	2021-03-08
Samantha Makela	Marquette, MI	2021-03-08
karen st john	joppa, MD	2021-03-08
Dana Bussey	crothersville, IN	2021-03-08
brian conery	Kingsford, MI	2021-03-08
Jim Hagerty	Rockford, IL	2021-03-08
Camryn Croasdell	Rock, MI	2021-03-08
Greg Lahti	Marquette, MI	2021-03-08
Lisa Hennings	Fort Wayne, IN	2021-03-08
Andrew Wainio	Detroit, MI	2021-03-08

Name	Location	Date
Angie Knauss	Marquette, MI	2021-03-08
Kimberlee Larrick	Lagrange, GA	2021-03-08
Ken Holman	Marquette, MI	2021-03-08
Steve Norris	Atlanta, GA	2021-03-08
Teresa Ross	Escanaba, MI	2021-03-08
John Lauzer	Menominee, MI	2021-03-08
Karen Ogle	Marquette, MI	2021-03-08
John Ruzzicone	Appleton, WI	2021-03-08
William Smith	Marquette, MI	2021-03-08
Steven Jacques	Iron Mountain, MI	2021-03-08
Cris Roll	Sault Sainte Marie, MI	2021-03-08
Cindi Carlson	Marquette, MI	2021-03-08
Alice Parker	Marquette, MI	2021-03-08
Jessica Beauchamp	Ray, MI	2021-03-08
Richard DeLong	Marquette, MI	2021-03-08
Tim Skowronek	Indianapolis, IN	2021-03-08
Lois Lohman	Marquette, MI	2021-03-08
Brian McBride	Kingsford, MI	2021-03-08
Rachante Helms	Tuscaloosa, US	2021-03-08
Mary Alcala	Hargill, TX	2021-03-08
Daniel Collick	Marquette, MI	2021-03-08
Dustin Wirtanen	Marquette, MI	2021-03-08

Name	Location	Date
Mary Buckett	Marquette, MI	2021-03-08
Julie Mingay	Marquette, MI	2021-03-08
Maggie M	US	2021-03-08
Barbara Kent ONeill	Marquette, MI	2021-03-08
Vince Kern	Whitmore Lake, MI	2021-03-08
Emma DeLay	New Kensington, US	2021-03-08
Carmen Cobe	Marquette, MI	2021-03-09
Justin Hallock	Appleton, WI	2021-03-09
Norene Gill	Royal Oak, MI	2021-03-09
Addie Rondeau	Chatham, MI	2021-03-09
Adrienne Flaska	Flint, MI	2021-03-09
Barb Hellman	Marquette, MI	2021-03-09
Kiara Zynewicz	Mackinaw City, MI	2021-03-09
Susan Christensen	Marquette, MI	2021-03-09
James Perales	Algonquin, IL	2021-03-09
Dale Ruska	Marquette, MI	2021-03-09
Barbara Fassbender	Marquette, MI	2021-03-09
Jason Carter	Marquette, MI	2021-03-09
Tanya Craft	Comstock Park, MI	2021-03-09
Dusty Versailles Juidici	Wheaton, IL	2021-03-09
Karen Alholm	Marquette, MI	2021-03-09
Judy Mixter	Coon Valley, WI	2021-03-09

Name	Location	Date
Mary Burdick	Marquette, MI	2021-03-09
Matthew Neaves	Marquette, MI	2021-03-09
Mary mercure	Manitowoc, WI	2021-03-09
Andrew Burdick	Darien, IL	2021-03-09
Debra Gill	Ishpeming, MI	2021-03-09
Richard Baker	Ninilchik, AK	2021-03-09
Carrie Sandy	Marquette, MI	2021-03-09
Jacob Garwood	Indianapolis, IN	2021-03-09
Shelley Matt	Marquette, MI	2021-03-09
Anita Henderson	Fenton, MI	2021-03-09
fadumo hassan	US	2021-03-09
Anthony Johnson	louisville, US	2021-03-09
Joan Morgan	Clermont, FL	2021-03-09
Andre Bouchard	Marquette, MI	2021-03-09
Priscilla Taylor	Marquette, MI	2021-03-09
Lee Mason	Marquette, MI	2021-03-09
Eric Mason	Marquette, MI	2021-03-09
Ann Koepp	Marquette, MI	2021-03-09
Dar Shepherd	Barrington, IL	2021-03-09
Paula Meeks	Vista, CA	2021-03-09
Melissa Kostamo	Marquette, MI	2021-03-09
Tamara McClellan	Marquette, MI	2021-03-09

Name	Location	Date
Wendy Lemire	Marquette, MI	2021-03-09
William Whitt	Marshfield, WI	2021-03-09
Derrick Fries	Marquette, MI	2021-03-09
Kristine Trudell	Marquette, MI	2021-03-09
Stacey Sundberg	Palmer, MI	2021-03-09
Stacy Larson	Marquette, MI	2021-03-09
Stacy Busch	Marquette, MI	2021-03-09
Lawrence Kurin	Marquette, MI	2021-03-09
adrienne niemi	Marquette, MI	2021-03-09
Julie Duquette	Ishpeming, MI	2021-03-09
Heather Lynch	New London, WI	2021-03-09
Jennifer DeRosia	East Lansing, MI	2021-03-09
Lindsey Havel	Marquette, MI	2021-03-09
Tonya Peterson	Ludington, MI	2021-03-09
Brittany Blackburn	Marquette, MI	2021-03-09
Glenn Spencer	Negaunee, MI	2021-03-09
Janet Rosenberger	Marquette, MI	2021-03-09
Amy Rickard	Marquette, MI	2021-03-09
Jessica Maleport	Marquette, MI	2021-03-09
Tammy Luoma	Marquette, MI	2021-03-09
Amanda Engle	Marquette, MI	2021-03-09
Beth Virta	Skandia, MI	2021-03-09

Name	Location	Date
Wendy Custard	Marquette, MI	2021-03-09
Dianne Danielson	Gwinn, MI	2021-03-09
Lori Fries	Marquette, MI	2021-03-09
Adam Underwood	Redondo Beach, CA	2021-03-09
Tamara Deering	Marquette, MI	2021-03-09
carol contoits	Marquette, MI	2021-03-09
Spring Madosh	Marquette, MI	2021-03-09
Noelle Champion	Marquette, MI	2021-03-09
Jamie Johnson	Milford, MI	2021-03-09
Zach Garceau	Marquette, MI	2021-03-09
Carl and terri Tackmann	Marquette, MI	2021-03-09
santiago kathleen	Marquette, MI	2021-03-09
Amy Hamari	Marquette, MI	2021-03-09
Sara Speaker	Negaunee, MI	2021-03-09
Rachelle Buettner	Neillsville, WI	2021-03-09
Tyler Brandt	Davenport, FL	2021-03-09
Tom moore	Charles Town, WV	2021-03-09
Amy Miller	Negaunee, MI	2021-03-09
Alison Brown	Marquette, MI	2021-03-09
Chris Borro	Waterford, MI	2021-03-09
Deb England	Marquette, MI	2021-03-09
Dan Thill	Marquette, MI	2021-03-09

Name	Location	Date
Stacy Coleman	Marquette, MI	2021-03-09
Bryan Harris	Marquette, MI	2021-03-09
Andre Walsh	Marquette, MI	2021-03-09
Gail Albright	Marquette, MI	2021-03-09
Rebecca Taylor	New Braunfels, TX	2021-03-09
Joe Borro IV	Waterford, MI	2021-03-09
Christian Miller	Marquette, MI	2021-03-09
Wyatt Beyer	Marquette, MI	2021-03-09
Barbara Lynaugh	Marquette, MI	2021-03-09
Brandi Stephenson	Marquette, MI	2021-03-09
Kathleen McKindles	Tularosa, NM	2021-03-09
Dwight Johnson	Marquette, MI	2021-03-09
Kristen Whelan	Negaunee, MI	2021-03-09
Kathy cobe	Marquette, MI	2021-03-09
Patsy Hunstead	Anacortes, WA	2021-03-09
Patty O'Neal	Rock, MI	2021-03-09
Amanda Dionne	Kalamazoo, MI	2021-03-09
Greg Mannisto	Chatham, MI	2021-03-09
Kelly Rogers	Trenary, MI	2021-03-09
Baltazar Cleveland Barrera	Broken Arrow, US	2021-03-09
Merry Gibbons	Skandia, US	2021-03-09
Luis Morales	Sierra vista, US	2021-03-09

Name	Location	Date
Kerrie Rogers	Trenary, MI	2021-03-09
Daniel Song	Torrance, US	2021-03-09
Jonathan Kline	Washington, US	2021-03-09
Samuel Mischio	Madison, US	2021-03-09
Abrianna Cecilio	Allentown, US	2021-03-09
Samuel Chu	San Carlos, US	2021-03-09
Joselyne Soto	El Paso, US	2021-03-09
Valerie Lopez	Spring Valley, US	2021-03-09
Anna Rose	Woodstock, US	2021-03-09
Benjamin Kellogg	State College, US	2021-03-09
Angela Herevia	Pharr, US	2021-03-09
Julianna Ashby	Allentown, US	2021-03-09
Jane Gorton	Garnett, US	2021-03-09
Laurie Robinson	Gwinn, MI	2021-03-09
Jeremy Anderson	US	2021-03-09
Kiara George	Wapato, US	2021-03-09
Long Le	Greensboro, US	2021-03-09
Jackie Guido	New Paltz, NY	2021-03-09
Kimber Anderson	Marquette, MI	2021-03-09
Devontae Stine	Marquette, MI	2021-03-09
Tracy Lajoie	Marquette, MI	2021-03-09
Timothy WEINGARTEN	Marquette, MI	2021-03-09

Name	Location	Date
Rick Custard	Marquette, MI	2021-03-09
Melissa Deneau	Marquette, MI	2021-03-09
Michael Maki	Punta Gorda, FL	2021-03-09
Margaux Maness	Pensacola, FL	2021-03-09
Matt Kniskern	Mchenry, IL	2021-03-09
Jill Marie Weingarten	Marquette, MI	2021-03-09
shalon jordan	Negaunee, MI	2021-03-09
Glenn Johnson	Marquette, MI	2021-03-09
Erika Suzanne Hefke	Marquette, MI	2021-03-09
Heather Retaskie	Marquette, MI	2021-03-09
Shayla Holle	Milwaukee, WI	2021-03-09
Jessica Van Overloop	Marquette, MI	2021-03-09
Dianne Goodman	Algonquin, IL	2021-03-09
Corinna Hoffmann	Naperville, IL	2021-03-09
Amy Harju	Marquette, MI	2021-03-09
Lesley Hogg	Marquette, MI	2021-03-09
Rita Fetterman	New York, NY	2021-03-09
Corey Swanson	Marquette, MI	2021-03-09
Joe McCarthy	Marquette, MI	2021-03-09
Linda Johnson	Marquette, MI	2021-03-09
Lea Whelan	Marquette, MI	2021-03-09
Scott Doelling	Hilliard, OH	2021-03-09

Name	Location	Date
Tina Westman	Lake In The Hills, IL	2021-03-09
Donyahra Holmes	Bartow, US	2021-03-09
Raffi Leone	Levittown, US	2021-03-09
Cole Malecki	Glenview, US	2021-03-09
Jennifer Gonzalez	Hyattsville, US	2021-03-09
Theresa Tryan	Marquette, MI	2021-03-09
Timothy Vaughan	Philadelphia, US	2021-03-09
Rhianna Elorra	Madison Heights, US	2021-03-09
Susannah Skelton	Yellville, US	2021-03-09
Sarah Rohner	Marquette, MI	2021-03-09
Susan Wagner	Atlantic Mine, MI	2021-03-09
braeden gildea	Mattawan, US	2021-03-09
Bobby Posey	Port Richey, US	2021-03-09
Trent Glimp	Chicago, US	2021-03-09
Kim Hill	Eben Junction, MI	2021-03-09
Kendra Cary	Roanoke, US	2021-03-09
Kaden im SOOOO hot	US	2021-03-09
Nancy Marosi	Marquette, MI	2021-03-09
cheryl bryant	Tucson, AZ	2021-03-09
Jeff Stone	Marquette, MI	2021-03-09
Jerad Tredeau	Elgin, IL	2021-03-09
Elijah Werner	Munising, MI	2021-03-09

Name	Location	Date
James Wilson	Bradenton Beach, FL	2021-03-09
Delana Hadden	Lanse, US	2021-03-09
Edward McGuire	Marquette, MI	2021-03-09
Billy Mitchell	Rudyard, MI	2021-03-09
Megan Luoma	Marquette, MI	2021-03-09
Erin Brooks	Negaunee, MI	2021-03-09
Ryan Higgins	Washington, DC	2021-03-09
Delsy Rivera	Fajardo, US	2021-03-09
Robert Evans	Erie, PA	2021-03-09
MICHAEL CLARK	Chippewa Falls, WI	2021-03-09
kevin may	Fostoria, MI	2021-03-09
Brooke Ridgeway	Charlotte, US	2021-03-09
Jacques P.2 Felix	Miami, US	2021-03-09
Brayden Vond	Marquette, MI	2021-03-09
Janet ONeill	Marquette, MI	2021-03-09
Mellissa Gould	Munising, MI	2021-03-09
Stacy Sucholl	Iron River, MI	2021-03-09
Bethany Laakso	Marquette, MI	2021-03-09
Gene Aho	Marquette, MI	2021-03-09
jonathon fik	Jenison, MI	2021-03-09
Tennie Rutledge	Waterford, MI	2021-03-09
Jayden Cardoza	Schenectady, US	2021-03-09

Name	Location	Date
Tileiah Hurt	Charlotte, US	2021-03-09
Jen Byma	Marquette, MI	2021-03-09
Dan Foss	Westford, US	2021-03-09
Roxanne Cushway	Marquette, MI	2021-03-09
Melissa Klaboe	Chippewa Falls, WI	2021-03-09
Shirley Clark	Marquette, MI	2021-03-09
Peyton Jurek	Freeport, MI	2021-03-09
Randy Byma	Marquette, MI	2021-03-09
Kerry Bonovich	Marquette, MI	2021-03-09
Richard Gilles	Marquette, MI	2021-03-09
Angel Hall	Nashville, US	2021-03-09
Fanny Dumancela	Queens, US	2021-03-09
Heather Kreifel	Liberty, US	2021-03-09
Madison Johnson	Horseheads, US	2021-03-09
Josh Pantoja	Oklahoma City, US	2021-03-09
Aluce Valley	Sault Sainte Marie, MI	2021-03-09
Brian White	Palm Coast, US	2021-03-09
izzy carr	Annapolis, US	2021-03-09
Jana El-zein	Dearborn Heights, US	2021-03-09
Kristie Buruse	Marquette, MI	2021-03-09
Debi Hoyt	Detroit, MI	2021-03-09
Joan Dupras	Orlando, FL	2021-03-09

Name	Location	Date
Bruce Gustafson	Marquette, MI	2021-03-09
Elissa Neaves	Marquette, MI	2021-03-09
Jaydon mcclain	Marquette, MI	2021-03-09
Jeff LaValley	Marquette, MI	2021-03-09
Mary Anderson	Marquette, MI	2021-03-09
Mrs Renée Aho	Milwaukee, WI	2021-03-09
Misty Gurski	Munising, MI	2021-03-09
Kelly Minthorn	US	2021-03-09
Julie Binkley	Marquette, MI	2021-03-09
Caleb Underwood	Negaunee, MI	2021-03-09
Crsig Schwemin	Marquette, MI	2021-03-09
Mark Minthorn	Marquette, MI	2021-03-09
Clyde Hecox	Munising, MI	2021-03-09
Amy Huetter	Marquette, MI	2021-03-09
Nichole Brownell	Marquette, MI	2021-03-09
Tom Barclay	Big Bay, MI	2021-03-10
Kara Livingston	Marquette, MI	2021-03-10
Ann Falin	Marquette, MI	2021-03-10
Charlie Burrridge	Saint Paul, MN	2021-03-10
Clayton Johns	Ishpeming, MI	2021-03-10
David Holsworth	Negaunee, MI	2021-03-10
Jessica Ramlow	Marquette, MI	2021-03-10

Name	Location	Date
Nancy Pennell	Marquette, MI	2021-03-10
Kim Schwanke	Marquette, MI	2021-03-10
Cathy Brumm	Marquette, MI	2021-03-10
Lindy Phelps	Wausau, WI	2021-03-10
Mikel Mills	Westland, MI	2021-03-10
Amy Havel	Marquette, MI	2021-03-10
Patricia Langford	Stone harbor, NJ	2021-03-10
Kaitlyn Barron	Marquette, MI	2021-03-10
Aaron Hodges	Marquette, MI	2021-03-10
Pat Nordquist	Marquette, MI	2021-03-10
Jeffrey Skoog	Marquette, MI	2021-03-10
Karli Lancour	Marquette, MI	2021-03-10
Ian Larson	Lake Zurich, IL	2021-03-10
Amanda VanEffen	Marquette, MI	2021-03-10
Stacy Miller	Janesville, WI	2021-03-10
Connie Fries	Marquette, MI	2021-03-10
Shelley Sommers	Marquette, MI	2021-03-10
Stan Phelps	Two Rivers, WI	2021-03-10
Cindy Phelps	Two Rivers, WI	2021-03-10
Kimberly Granados	Smithfield, US	2021-03-10
Jaylon Wren	Tomball, TX	2021-03-10
Destiny faith mullins	Troutville, US	2021-03-10

Name	Location	Date
Taylor Rose	Stockton, US	2021-03-10
Sara Garceau	Marquette, MI	2021-03-10
x x	Hammond, US	2021-03-10
Barb Peterson	Middleton, WI	2021-03-10
Ash Melancon	Hialeah, US	2021-03-10
Amy KH Dunleavy	Marquette, MI	2021-03-10
Pamela Paananen	Marquette, MI	2021-03-10
Jake Van Effen	Minneapolis, MN	2021-03-10
Nicole Darling	Seattle, US	2021-03-10
Reid Kawaja	Portola Valley, US	2021-03-10
Donald Cugini	Stephenson, MI	2021-03-10
Jean Chagnon	Montréal, US	2021-03-10
Geovany Delgadillo-Dewitt	Moreno Valley, US	2021-03-10
Kaylah A	Lansing, US	2021-03-10
Jeremy Bowen	Marquette, MI	2021-03-10
Jeri Brisson	Freedom, WI	2021-03-10
Wolfie Candy	San Antonio, US	2021-03-10
Nicole Cox	Marquette, MI	2021-03-10
Motaz Hoda	Augusta, US	2021-03-10
hi hi	San Diego, US	2021-03-10
Esther Ruggles	Negaunee, MI	2021-03-10
Jason Hamel	Iron Mountain, MI	2021-03-10

Name	Location	Date
Matthew Morris	Lapeer, MI	2021-03-10
Ryanne Deschane	Wausaukee, WI	2021-03-10
Hannah Menard	Wausau, WI	2021-03-10
April Morgan	Negaunee, MI	2021-03-10
Jackie Reynolds-Frusti	Marquette, MI	2021-03-10
Jeremy Drury	Escanaba, MI	2021-03-10
Loretta Linnert	Naperville, IL	2021-03-10
Russell Dumaw	East Lansing, MI	2021-03-10
Jennifer Howard	Green Bay, WI	2021-03-10
Barbara Sippola	Marquette, MI	2021-03-10
Adam Bergman	Marquette, MI	2021-03-10
Mary Beauchamp	Marquette, MI	2021-03-10
James Gleason	Marquette, MI	2021-03-10
Craig Cugini	Marquette, MI	2021-03-10
Tamara Benzow	Racine, WI	2021-03-10
Steven Ritenour	Marquette, MI	2021-03-10
Elizabeth Stumbris	Wausaukee, WI	2021-03-10
Patrick Havel	Marquette, MI	2021-03-10
Tylor Robinson	Negaunee, MI	2021-03-10
Mrs. Susan Meyer	Punta Gorda, FL	2021-03-10
Randy Pascoe	Minneapolis, MN	2021-03-10
Allan Bess	Marquette, MI	2021-03-10

Name	Location	Date
Joseph McDonnell	Marquette, MI	2021-03-10
Kim benson-custard	Marquette, MI	2021-03-10
Dennis Nault	Germantown, WI	2021-03-10
Rich Bergman	Marquette, MI	2021-03-10
Elizabeth Christianson	Marquette, MI	2021-03-10
Robert Petrocik	Marquette, MI	2021-03-10
kelly slattery	Marquette, MI	2021-03-10
Steve Wendt	Green Bay, WI	2021-03-10
Laurie Lawrenz	Sheboygan, WI	2021-03-10
Courtney Allen	ishpeming, MI	2021-03-10
Matt Thiel	Marquette, MI	2021-03-10
Addy Lemire	Ishpeming, MI	2021-03-10
Kelsey Bruder	Arlington Heights, IL	2021-03-10
Gerald Robinson	Marquette, MI	2021-03-10
Sharon Ninnemann	Fort Myers, FL	2021-03-10
Darlene Kyto	Marquette, MI	2021-03-10
Courtney Vertanen	Marquette, MI	2021-03-10
Joseph Blanchrd	US	2021-03-10
Linda Ott	Venice, FL	2021-03-10
David culliton	Wichita, KS	2021-03-10
Julie Belmore	Marquette, MI	2021-03-10
Mary Solverson	Glencoe, MN	2021-03-10

Name	Location	Date
Carol Carmichael	Wausau, WI	2021-03-10
Jared Manier	Marquette, MI	2021-03-10
Erin Suehs	Neillsville, WI	2021-03-10
Tina Dostal	Mosinee, WI	2021-03-10
Peggy Watt	Iron Mountain, MI	2021-03-10
Adam Mrozek	Plover, WI, WI	2021-03-10
Stacy Vargas	Chicago, IL	2021-03-10
Mary Kelley	Negaunee, MI	2021-03-10
david jacques	iron mountain, MI	2021-03-10
Laurel Myers	Escanaba, MI	2021-03-10
Billie Krask	Michigamme, MI	2021-03-10
Patrick Edlbeck	Wausaukee, WI	2021-03-10
Danyelle Helt	Marquette, MI	2021-03-10
Gordy Busick	DePere, WI	2021-03-10
Tiffany Schurk	US	2021-03-10
Mark Wasie	O Fallon, IL	2021-03-10
Pam Garity	Janesville, WI	2021-03-10
Kelly Crockett	Wausau, WI	2021-03-10
Amy Morrison	Marquette, MI	2021-03-10
Janice Marchant	Lake Zurich, MI	2021-03-10
Ashli Ellis	Okmulgee, OK	2021-03-10
Erika Deschane	Kansas City, KS	2021-03-10

Name	Location	Date
John Ranallo	Lombard, IL	2021-03-10
Robert Alwood	Marquette, MI	2021-03-10
Jane Finnerty	Mount Pleasant, MI	2021-03-10
Christy Laitinen	Marquette, MI	2021-03-10
Frank Murray	Englewood, FL	2021-03-10
Lynne Lanczy	Marquette, MI	2021-03-10
Betsy Jaakola	Marquette, MI	2021-03-10
Leon Nault	Zephyrhills, FL	2021-03-10
Mike Lancour	Berwyn, IL	2021-03-10
Susan Bohmann	Waukesha, WI	2021-03-10
Katie Sierra	Oshkosh, WI	2021-03-10
Joan Green	Marquette, MI	2021-03-10
kathy studinski	Stevens Point, WI	2021-03-10
Kay Hillberg	Stevens Point, WI	2021-03-10
Thomas Frederickson	Negaunee, MI	2021-03-10
Brian Glitt	Marquette, MI	2021-03-10
Barbara Osterman	Marquette, MI	2021-03-10
Laurie Flynn	Marquette, MI	2021-03-10
Jenni Cherek	Wausau, WI	2021-03-10
Gloria Coombs	Racine, WI	2021-03-10
Tony Bevk	Marquette, MI	2021-03-10
Aaron Griffin	Marquette, MI	2021-03-10

Name	Location	Date
Jamie Christensen	Marquette, MI	2021-03-10
Stephanie Stinson	Midland, MI	2021-03-10
Vicki Bartelt	Manawa, WI	2021-03-10
Paul Tangora	Marquette, MI	2021-03-10
Andria K	Detroit, MI	2021-03-10
Lisa Hunt	Wichita, KS	2021-03-10
Amanda Stroth	Evanston, IL	2021-03-10
Joe Dexter	Reidsville, NC	2021-03-10
Ranemma Walker	Chanhassen, MN	2021-03-10
Donna Kumpula	Negaunee, MI	2021-03-10
Jane Kyle	Marquette, MI	2021-03-10
Penney Jaeger	Baraga, MI	2021-03-10
Marcia Hicks	Negaunee, MI	2021-03-10
Railey Burchfield	Whitley City, US	2021-03-10
Angela Robinson	Valdosta, US	2021-03-10
Lynda Barber	Modesto, US	2021-03-10
Eric Froberg	Marquette, MI	2021-03-10
Addie Beauchaine	Marquette, MI	2021-03-10
Maurice Anderson	Bronx, US	2021-03-11
Nathaniel Cahill-Sellers	Philadelphia, US	2021-03-11
Agim Demirovski	Staten island, US	2021-03-11
Dyan Velasco	San Diego, US	2021-03-11

Name	Location	Date
Ann Feldhauser	Skandia, MI	2021-03-11
Norm Wilmes	Yuba City, US	2021-03-11
Argenis Garcia	Wichita, US	2021-03-11
cameron McAllister	Canonsburg, US	2021-03-11
Faith Parcell	Akron, US	2021-03-11
Carlos Larosa	New Britain, US	2021-03-11
sam moffett	Victor, US	2021-03-11
ShyKuirra Bussey	Timpson, US	2021-03-11
Monica Munoz cuestas	Minneapolis, US	2021-03-11
Izahan Lopes	New Bedford, US	2021-03-11
Skyla Heard	Atlanta, US	2021-03-11
Kierra Marcotte	Waterville, US	2021-03-11
Joan Sarvello	Marquette, MI	2021-03-11
Raya Powell	Smithville, US	2021-03-11
Corey Meyers	Lakeland, US	2021-03-11
bree c	Miami, US	2021-03-11
Jaylee Wilkerson	Benton, US	2021-03-11
Itzel Ruiz	Indianapolis, US	2021-03-11
Lisa Harding	Elizabeth, US	2021-03-11
Penny Marranca	Buffalo, US	2021-03-11
d4 The Petitioner	Ashland, US	2021-03-11
John Kyle	Marquette, MI	2021-03-11

Name	Location	Date
Ben Zink	Marquette, MI	2021-03-11
Ally O'Neill	Marquette, MI	2021-03-11
RuthAnn Setter	Rogers, MN	2021-03-11
Joe Morris	Hazel Park, MI	2021-03-11
Joseph Quinnell	Marquette, MI	2021-03-11
Daryl Jarvinen	Marquette, MI	2021-03-11
Jerry Nobert	Marquette, MI	2021-03-11
Lauren Rodgers	Rialto, CA	2021-03-11
carole touchinski	marquette, MI	2021-03-11
Darlene Martin	Marquette, MI	2021-03-11
abby racine	Marquette, MI	2021-03-11
landree Brock	Bangor, US	2021-03-11
Ryan Pitka	Victor, US	2021-03-11
Traci Hutchings	West Palm Beach, FL	2021-03-11
Tejal Patel	US	2021-03-11
roxanne kisch	wheatley, US	2021-03-11
Karla Combs	Marquette, MI	2021-03-11
Josh Solka	Comstock Park, MI	2021-03-11
Nancy Haynes	Brooklyn, NY	2021-03-11
john mason	Marquette, MI	2021-03-11
Elissa Nyara	Racine, WI	2021-03-11
Melanie Flanigan	Marquette, MI	2021-03-11

Name	Location	Date
Paul Menhennick	Marquette, MI	2021-03-11
Kasey Holman	Marquette, MI	2021-03-11
Paulette Labelle	Homosassa, FL	2021-03-11
Daniel Poppo	Calumet, MI	2021-03-11
Sue Lovelace	Scottsdale, AZ	2021-03-11
Linda St. Arnauld	Marquette, MI	2021-03-11
CHERYL ANDERSON	Iron River, MI	2021-03-11
Brent Brugman	Cary, IL	2021-03-11
Jeff Zinski	Marquette, MI	2021-03-11
Geneva Olson	Eagle River, WI	2021-03-11
Jordan Samuel	Northbrook, IL	2021-03-11
Katie Miller	Waterford, MI	2021-03-11
Patricia Limback	Marquette, MI	2021-03-11
Susan Bertram	Mchenry, IL	2021-03-11
James Stearns	Blaine, WA	2021-03-11
Samuel O'Neal	Gladstone, MI	2021-03-11
Kayla Nordquist	Marquette, MI	2021-03-11
James H	Illinois	2021-03-11
Giancarlo Rodriguez	Zephyrhills, FL	2021-03-11
Jeremy Brugman	Gwinn, MI	2021-03-11
Derek Brumm	Marquette, MI	2021-03-11
Neil Jandron	Marquette, MI	2021-03-11

Name	Location	Date
Dave Dionne	Marquette, MI	2021-03-11
Sharon Petrella	Marquette, MI	2021-03-11
Neal Olson	Chicago, IL	2021-03-11
Robin Martin	Ocoee, FL	2021-03-11
Carol Brugman	Oconto Falls, WI	2021-03-11
Andrea Store	Marquette, MI	2021-03-12
Carlene Humphrey	Munising, MI	2021-03-12
Brad Landis	Detroit, MI	2021-03-12
John Buckett	Marquette, MI	2021-03-12
Gina Tudor	Marquette, MI	2021-03-12
Jill Argall	Rockford, MI	2021-03-12
Daniel Bryan	Marquette, MI	2021-03-12
Jessica Howerton	Chicago, IL	2021-03-12
Amanda Kennedy	Waterford, MI	2021-03-12
Christa Keller	Pulaski, WI	2021-03-12
Joe Lubig	Marquette, MI	2021-03-12
Heather Casey	Marquette, MI	2021-03-12
Valeria Giannantonio	Enola, PA	2021-03-12
Sue Britton	Marquette, MI	2021-03-12
Bonnie Jenerou	Gladstone, MI	2021-03-12
Jackie Carter	Negaunee, MI	2021-03-12
Jaimie Parrett	Menominee, MI	2021-03-12

Name	Location	Date
jenna parisi	Bethpage, US	2021-03-12
Jaime Vandezande	Marquette, MI	2021-03-12
Michelle Meyer	Wausau, WI	2021-03-12
Mike Plourde	Roscoe, IL	2021-03-12
Mark Kemper	Berwyn, IL	2021-03-12
Sarah Doyle	Escanaba, MI	2021-03-12
Sherri Salmi	Rock, MI	2021-03-12
Chauntelle Taylor	Marquette, MI	2021-03-12
Terri Argall	Marquette, MI	2021-03-12
Janine Pietila	North myrtle beach, SC	2021-03-12
Alice Miljour	Marquette, MI	2021-03-12
Heather Messner	Gwynn Oak, MD	2021-03-12
Angel Hamilton	Marquette, MD	2021-03-12
Tara Wooten	Bel Air, MD	2021-03-12
Colin O'Neal	Marquette, MI	2021-03-12
Jessica Heikkinen	Marquette, MI	2021-03-12
Amy Hemmer	Skandia, MI	2021-03-12
Lara Meola	Bel Air, MD	2021-03-12
Shelley Stewart	Elkton, MD	2021-03-12
David Ezra	Chicago, IL	2021-03-12
Nicole Freeland	Edgewood, MD	2021-03-12
Sam Leow	Mchenry, IL	2021-03-12

Name	Location	Date
Katherine Waters	Marquette, MI	2021-03-12
Ricky Kurian	Peshtigo, WI	2021-03-12
Michael Pankow	Gladstone, MI	2021-03-12
Matt Johnson	Gladstone, MI	2021-03-12
RIley Johnson	Chicago, IL	2021-03-12
Sonia Stucko	Marquette, MI	2021-03-12
Kayla Dhamers	Marquette, MI	2021-03-12
Teri Snell	Champion, MI	2021-03-12
Marissa Ackerman	Munising, MI	2021-03-12
Helen Miller	Martunsburg, WV	2021-03-12
Katrina Mattila	Marquette, MI	2021-03-12
Lisa Gray	Pylesville, MD	2021-03-12
Hilma Feltner	Marquette, MI	2021-03-12
Joyce Matula	Trenary, MI	2021-03-12
Larry Jordan	Willis, MI	2021-03-12
Charles Oneal	Millsboro, DE	2021-03-12
Chris Oltmanns	Wahiawa, HI	2021-03-12
Kevin Salmi	Rock, MI	2021-03-12
Heven Dent	Washington, DC	2021-03-12
Jon Urbanski	Marquette, MI	2021-03-12
Trevor Bratonia	Marquette, MI	2021-03-12
Carter Nettell	Hancock, MI	2021-03-12

Name	Location	Date
Rosauri Lopez	Hyattsville, MD	2021-03-12
Ty Saunders	Oak Creek, WI	2021-03-12
Dalton Duquette	Marquette, MI	2021-03-12
Linda Grivas	Decatur, GA	2021-03-12
Nick Gauthier	Marquette, MI	2021-03-12
Makayla Lux	Superior, WI	2021-03-12
Katey Campana	Ishpeming, MI	2021-03-12
Connor Steer	Marquette, MI	2021-03-12
Gardner Bess	Marquette, MI	2021-03-12
Mary c Fellenbaum	Gwynn Oak, MD	2021-03-12
Bette M Belic	Marquette, MI	2021-03-12
Hailey Mankee	Negaunee, MI	2021-03-12
steven retaskie	Marquette, MI	2021-03-12
Tanya Duquette	Marquette, MI	2021-03-12
Trevor Romback	North Pole, AK	2021-03-12
Gabby Swajanen	Northbrook, IL	2021-03-12
Laurie Tuck	Traverse City, MI	2021-03-12
Janae Peterson	Marquette, MI	2021-03-12
Fred Benzie	Marquette, MI	2021-03-12
Bob Johnson	Marquette, MI	2021-03-12
Ron Setter	Rogers, MN	2021-03-12
Evan Gerry	Marquette, MI	2021-03-12

Name	Location	Date
Ryan Mattson	Danville, CA	2021-03-12
Jacalyn DeGroot	Marquette, MI	2021-03-12
Bill Valima	Skandia, MI	2021-03-12
Jake Allard-Soucey	Marquette, MI	2021-03-12
Becky Nadeau	Marquette, MI	2021-03-12
Donald Lauscher	Escanaba, MI	2021-03-12
Tyler Downs	Aspen, CO	2021-03-13
Joe Schroeder	Greenville, WI	2021-03-13
Michelle Bratonia	Marquette, MI	2021-03-13
Mark DePetro	Marquette, MI	2021-03-13
Jenne Beauchaine	Green Bay, WI	2021-03-13
Jeff Brugman	Marquette, MI	2021-03-13
Nancy Lalk	Mount Pleasant, MI	2021-03-13
rileigh dyer	Marquette, MI	2021-03-13
Heidi Zorza	Phoenix, AZ	2021-03-13
Tommy Trevino	San juan, TX	2021-03-13
Pamela Miller	Newport, KY	2021-03-13
Katelyn Bowser	Street, MD	2021-03-13
Anthony Ricciardi	Hoffman Estates, IL	2021-03-13
Patricia Wirries	Hanover, Germany	2021-03-13
Earl Benningfield	Dover, DE	2021-03-13
Karen Vandenberg	Wausau, WI	2021-03-13

Name	Location	Date
Lindsey Wiggins	Racine, WI	2021-03-13
Tom Howell	Sarasota, FL	2021-03-13
Anita Charlson	Clinton, IA	2021-03-13
Jacklin Hernandez	Houston, TX	2021-03-13
Heather Wells	Marquette, MI	2021-03-13
Katherine Rayfield	Gilbert, AZ	2021-03-13
Gina Herman	Minneapolis, MN	2021-03-13
Mary Anderson	Los Angeles, CA	2021-03-13
T Barry	Marquette, MI	2021-03-13
Cooper Myers	Bowling Green, KY	2021-03-14
Betsy Myers	Vicksburg, MI	2021-03-14
Ava Brooks	Marquette, MI	2021-03-14
Mary Johns	Negaunee, MI	2021-03-14
Paula Stewart	Prescott Valley, AZ	2021-03-14
Noah Tuch	Woodstock, IL	2021-03-15
Sarah Hatt	Marquette, MI	2021-03-15
Mary Heburn	Atoka, TN	2021-03-15
Jeffrey Martin	Sebastian, FL	2021-03-15
Cindy Limback	Alpena, MI	2021-03-15
John Thomsen	Marquette, MI	2021-03-15
Bode Kays	Chicago, IL	2021-03-15
Elijah Haswell	Escanaba, MI	2021-03-15

Name	Location	Date
Linda Borro	Yuma, AZ	2021-03-15
Shannon Hill	Marquette, MI	2021-03-15
Lori luokkala	Marquette, MI	2021-03-15
Tana Porath	Escanaba, MI	2021-03-15
Damon Hastings	Cary, IL	2021-03-15
Nancy Henderson	Marquette, MI	2021-03-15
Cami LaFayette	Marquette, MI	2021-03-15
Cheryl Mingay	Lake Havasu City, AZ	2021-03-15
Dennis Foreback	Gwinn, MI	2021-03-15
Ben Kruizenga ***Kruizenga	Gowen, MI	2021-03-15
Beverly Bennett	Marquette, MI	2021-03-15
Liz Hurley	Marquette, MI	2021-03-15
Sam Stanek	Los Angeles, CA	2021-03-15
Ashley Pepin	Marquette, MI	2021-03-15
Susan Porath	Bark River, MI	2021-03-15
Linda Reynolds	Negaunee, MI	2021-03-15
Jodi Langsford	Marquette, MI	2021-03-15
Stephanie Milbourn	Marquette, MI	2021-03-15
Frankee Fetterhoff	Negaunee, MI	2021-03-15
caroline h	New Castle, DE	2021-03-15
Jose Sanchez	Fort Washington, US	2021-03-15
Lily Defelice	Santa Cruz, US	2021-03-15

Name	Location	Date
Xavier Michel	Riverside, US	2021-03-15
Lisa Stone	Carson City, MI	2021-03-15
Esperanza Sarmiento	New Port Richey, FL	2021-03-15
Katie Johnson	Marquette, MI	2021-03-15
Jeremiah Kurtok	Negaunee, MI	2021-03-15
Adam Ferris	Pittsburgh, US	2021-03-15
Moureena Wright	Woodland, CA	2021-03-15
Rebecca Visner	Gloucester, US	2021-03-15
Lorri Kurtok	Skandia, MI	2021-03-15
Cody Langsford	Marquette, MI	2021-03-15
Amanda Kuenzl	Bark River, MI	2021-03-15
Marisa Foster	Billings, MT	2021-03-15
Tory Bourdage	Negaunee, MI	2021-03-15
Ramona Emrick	Kaukauna, WI	2021-03-15
Catherine Hudson	Sewell, NJ	2021-03-15
Barbara Alexander	Marquette, MI	2021-03-15
Brandon Alexander	Rapid city, MI	2021-03-15
Sarah Zimmerman	Marquette, MI	2021-03-15
Joe Voet	Westland, MI	2021-03-15
Kelly Beard	Negaunee, MI	2021-03-15
Casey Burke	Pasadena, MD	2021-03-15
Emily Roberts	Negaunee, US	2021-03-15

Name	Location	Date
Bridget Flint	Grand Rapids, MI	2021-03-15
Heather Parent	Montpelier, OH	2021-03-15
Jillian Cobb	Escanaba, MI	2021-03-15
Susan Cobb	Bark river, MI	2021-03-15
William Cobb	Bark River, MI	2021-03-15
Hayley Morley	Lake Orion, MI	2021-03-15
Heather Reynolds	Minneapolis, MN	2021-03-15
Jen Hopkins	Sault Sainte Marie, MI	2021-03-15
Bud Reynolds	Marquette, MI	2021-03-15
Mariah DuPont	Marquette, MI	2021-03-15
Patricia Kay	Sault Sainte Marie, MI	2021-03-15
Keri Magadanz	Marquette, MI	2021-03-15
Amanda Hallmann	Clinton Township, MI	2021-03-15
Darien Clark	Charlotte, NC	2021-03-16
Debra Dunklee	Hastings, MI	2021-03-16
Jennifer Davenport	Woodstock, IL	2021-03-16
Amy Picard	Escanaba, MI	2021-03-16
Jen Cain	Marquette, MI	2021-03-16
Ashley Walker	Marquette, MI	2021-03-16
Bridget Swanson	Marquette, MI	2021-03-16
Ethan Thatcher	Alpena, MI	2021-03-16
Brittany Salmi	Marquette, MI	2021-03-16

Name	Location	Date
Michael Jewell	Rock, MI	2021-03-16
Steph Anderson	Marquette, MI	2021-03-16
Angela Jones	Alabama	2021-03-16
Clara Clark	Charlotte, NC	2021-03-16
Heidi Ettenhofer	Michigan	2021-03-16
gillian hudson	wilmington, DE	2021-03-16
Peggy Amsbury	Marquette, MI	2021-03-16
Dylan McDonough	Waukesha, WI	2021-03-16
Rick Temple	Marquette, MI	2021-03-16
Lois Corcoran	Gladstone, MI	2021-03-16
Mary Charmley	Marquette, MI	2021-03-16
Tracy Bourdeau	Escanaba, MI	2021-03-16
Thomas LaTourneau	Marquette, MI	2021-03-16
Cassie Wisler	Escanaba, MI	2021-03-16
Christopher Holman	Negaunee, MI	2021-03-16

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 5/24/2021

New Business

WE Energies Waiver and Property Transfer

BACKGROUND:

The Wisconsin Electric Power Company (WEPCO) has determined that the Presque Isle Power Plant is no longer needed to continue operating the utility, and has commenced the demolition of the Presque Isle Power Plant buildings, machinery and equipment in accordance with the requirements of Marquette City Code Sec. 10-65 - Removal of Materials.

Sec. 10-65(a) states that all buildings and structures must be completely razed and removed from the site, including parts of the buildings that are above and below grade. However, Sec. 10-65(b) allows the City Manager to waive all or part of the requirement regarding below grade materials and infrastructure. WEPCO has requested the City Manager waive this requirement as it significantly increases the cost of demolition and site restoration without adding commensurate value to the site.

There are two conditions included in this waiver. First, the presence of the below grade materials and infrastructure must be recorded in the chain of title as a notice for the future owners of the property. Second, WEPCO is the sole responsible party for the removal of the below grade materials and infrastructure, if it is determined that removal is necessary at some point in the future.

As a consideration for this waiver, WEPCO has agreed to transfer ownership of the portion of parcel 0510130 located on the lake side of Lakeshore Boulevard. This transfer would add approximately 1000 ft. to the City-owned publicly owned lakeshore in the City of Marquette for no financial cost.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the City Manager to complete the property transfer and sign the waiver according to the authority granted in Sec. 10-65(b) of the City Code.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Map
- ▢ Waiver
- ▢ Deed



2825
IM
0510090

2899
IM
0510050

2817

2817
IM
0510132

2820
CR
0510030

2819
CR
0510110

2819

2819
CR
0510110

2819
CR
0510110

WE Energies Service Road

Lakeshore Boulevard

2700
IM
0510130

2675
M
0510893

2675
M
0510893

2585
M
0510890

2580
M
1000060

2675
M
0510893

2575
M

2575

CITY MANAGER WAIVER OF CITY BUILDING DEMOLITION ORDINANCE REQUIREMENT

A. Wisconsin Electric Power Company (“WEPCO”) has owned and operated a coal-fueled power generation plant inside the City of Marquette (the “City”) limits known as the “Presque Isle Power Plant”.

B. WEPCO has determined that the Presque Isle Power Plant is no longer needed to continue operating the utility, and has commenced the demolition of the Presque Isle Power Plant buildings, machinery and equipment in accordance with the requirements of City of Marquette Building Demolition Ordinance No. 678 (Chapter 10) (the “Ordinance”).

C. Section 10-65 (a) of the Ordinance provides: “All buildings and structures to be demolished shall be completely razed and all materials shall be removed from the site and disposed of in accordance with all applicable laws and regulations. All materials, including, without limitation, every installation, part of a building or accessory building or other improvement on the premises, whether above or below grade, shall be completely removed from the site. No part of any basement or infrastructure below grade shall remain.”

D. Section 10-65 (b) of the Ordinance provides: “Under unusual and extraordinary circumstances and upon written request of the landowner, the city manager may waive all or part of the above requirement regarding removal of below grade materials or infrastructure. Upon approval of the waiver, the landowner shall execute and record with the county register of deeds a notice indicating to future owners of the property that underground materials or infrastructure remains on the property.”

E. By written request, WEPCO has asked the City Manager to waive the requirement of Section 10-65 (a) that all below grade materials and infrastructure be removed for the reason that removal would dramatically increase the cost of the demolition and site restoration, without adding commensurate value to the site.

F. The City Manager has agreed to and the City’s Commission has approved WEPCO’s waiver request, subject to certain terms as follows:

Waiver and Agreement

1. Waiver: The City Manager finds that, based on the reasons asserted by WEPCO, unusual and extraordinary circumstances exist warranting the waiver of Section 10-65 (a), and hereby grants the waiver.
2. Exclusivity: This Waiver is not exclusive to WEPCO. This Waiver shall run with the land and shall be transferred with title to all or a portion of the Presque Isle Power Plant.
3. Acceptance of Waiver: In accepting this Waiver, WEPCO agrees to the following terms:
 - a. Future removal: That should it become necessary in the future to remove the below-grade materials and infrastructure of the Presque Isle Power Plant, the City will have no responsibility whatsoever for such removal.

- b. Recorded notice: That within one (1) year of the effective date of this Waiver and Agreement, WEPCO shall execute and record with the Marquette County Register of Deeds a notice indicating to future owners of the Presque Isle Power Plant property that underground materials or infrastructure remains on the property.
4. No Third Party Beneficiaries: This Waiver and Agreement shall not create any right to any person or entity as a third party beneficiary other than future Owners of the Presque Isle Power Plant.
5. Release of Easement. WEPCO releases any and all easement, license or permit rights it has to a run culvert under North Lakeshore Drive in exchange for the City's agreement that WEPCO may abandon in place the culvert under North Lake Shore Drive. The City agrees that WEPCO shall have no future obligations to repair, replace or maintain said culvert, improvements or facilities. The foregoing release shall not apply to WEPCO's underground intake and discharge facilities and related underground pipes which may remain under North Lakeshore Drive as required by the Michigan Department of Environment, Great Lakes, and Energy permit number WRP022139 v. 1.
6. Governing Law: This Waiver and Agreement shall be governed by and construed under the laws of the State of Michigan.
7. Severability: In the event that any provision of this Waiver and Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of the agreement are severable.
8. Notification: All notices or demands upon any party to this Waiver and Agreement shall be in writing and shall be delivered in person or sent by mail to the city manager of the City or to WEPCO at 231 West Michigan Street, P129, Milwaukee, WI 53203, Attention Property Management.
9. Amendments: This Waiver and Agreement may not be modified, amended or terminated except by execution of a written instrument signed by the parties.
10. Entire Agreement: The terms and conditions of this Waiver and Agreement, which has been duly approved and duly authorized by the vote of the City's Commission, represent the entire agreement of the parties and supersede any prior written agreement or understanding not incorporated herein. If any inconsistencies exist between this Waiver and Agreement and any prior written agreements or understandings, the terms of this Waiver and Agreement shall prevail.

[Signatures on following page]

CITY OF MARQUETTE

Effective Date: _____

L. Michael Angeli, City Manager

ACCEPTED:

WISCONSIN ELECTRIC POWER
COMPANY

By:
Its:

QUIT CLAIM DEED

The Grantor, Wisconsin Electric Power Company, a Wisconsin corporation, of 231 W. Michigan Street, Milwaukee, WI 53203, quit-claims to the Grantee, the City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, all of its interest in the following parcel of land located in the City of Marquette, County of Marquette, and State of Michigan described as follows:

A parcel of land being part of Government Lot 6, Section 2, and part of Government Lot 4, Section 11, Town 48 North, Range 25 West described as:

Commencing at the South ¼ corner of Section 2; thence South 89 degrees 54 minutes 38 seconds East, 861.30 feet along the South line of Section 2 to the Easterly right of way line of Lakeshore Boulevard which is the Point of Beginning; thence North 30 degrees 54 minutes 44 seconds East, 255.14 feet along the Easterly right of way line; thence North 30 degrees 41 minutes 59 seconds East, 3.70 feet along the Easterly right of way line; thence South 62 degrees 24 minutes 31 seconds East, 59.70 feet to a traverse line on the Southerly shore of Lake Superior; thence South 16 degrees 36 minutes 14 seconds West, 797.20 feet along the traverse line; thence South 58 degrees 47 minutes 53 seconds West, 184.82 feet along the traverse line to the Easterly right of way line of Lakeshore Boulevard; thence North 07 degrees 52 minutes 03 seconds East, 288.21 feet along the Easterly right of way line to a curve; thence 183.24 feet along the Easterly right of way line on a curve to the right having a radius of 533.06 feet and a chord bearing North 17 degrees 42 minutes 56 seconds East, 182.34 feet; thence North 27 degrees 33 minutes 49 seconds East, 100.00 feet along the Easterly right of way; thence North 62 degrees 26 minutes 11 seconds West, 9.89 feet along the Easterly right of way line; thence North 30 degrees 54 minutes 44 seconds East, 131.54 feet along the Easterly right of way line to the Point of Beginning. Plus the land between the traverse line and the water's edge of Lake Superior as this parcel extends to the water's edge of Lake Superior.

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

for the sum of NO ACTUAL CONSIDERATION.

THE GRANTOR QUIT-CLAIMS THE PROPERTY TO THE GRANTEE ON AN 'AS IS, WHERE IS' BASIS, WITH GRANTEE ACKNOWLEDGING THAT THE GRANTOR OPERATED THE PRESQUE ISLE POWER PLANT ON LANDS ADJACENT TO THE PROPERTY.

Grantor hereby reserves unto itself, its successor and assigns (as owners of the adjacent property) an appurtenant easement on the property hereby conveyed for the continued use, repair, replacement and enjoyment of the existing underground intake and discharge pipes together with any related facilities associated with Grantor's easement recorded in Liber 85MR, Pages 375-381 and assigned to Grantor in Liber 122, Page 94.

As a material inducement for Grantor to convey the property to Grantee, Grantee for itself, its successors, and assigns, forever releases and covenants not to sue Grantor, its successors and assigns, with respect to any and all losses, expenses, costs, claims (whether at law, contract or equity), liabilities, causes of action, or matters concerning, arising out of or related to any and all environmental, health or safety conditions of the property and/or the presence or suspected presence of hazardous substances or materials, or the presence of coal or ash, thereon or thereunder, regardless of whether such environmental, health or safety conditions of the property or presence or suspected presence of hazardous substances or materials is known or unknown.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make No divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Neither the legal description nor a title search of the subject premises has been provided by the drafter. Further, the drafter does not warrant compliance under the Michigan Land Division Act.

[Signature on Following Page]

Dated this ____ day of _____, 2021.

Wisconsin Electric Power Company

By: _____

Its: _____

State of _____ }
County of _____ } SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Wisconsin Electric Power Company.

_____, Notary Public
_____, County, State of _____
My commission expires: _____
Acting in _____ County

Drafted by:
Suzanne C. Larsen (P57017)
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