City of Marquette, MI

Meeting Agenda
City Commission

Monday, June 12, 2023
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Reappointment(s)
Christopher Jason, Habor Advisory Committee, for a term ending 06-01-26

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

Presentation(s)

2. Marquette Area Wastewater Treatment Advisory Board, by Leonard Bodenus

3. Consent Agenda

3.a. Approve the minutes of the May 30, 2023 regular Commission meeting
3.b. Approve the total bills payable in the amount of $729,847.92
3.c. Community Foundation of Marquette County - Fiscal Sponsorship Agreement
3.d. International Food Fest - Special Event Permit
3.e. Kuuma Sauna, LLC - Concessionaire Lease
3.f. Presque Isle Marina - Construction Services
3.g. Schedule Public Hearing - Preliminary Planned Unit Development Plan for 480 River Park Circle
3.h. Softchoice Microsoft 365
3.i. U.P. City Fest- Special Event Permit

New Business

4. 2020 Post-Census Group Quarters Review

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

Agenda Date: 6/12/2023

Consent Agenda
Approve the minutes of the May 30, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 05-30-23 Meeting Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Tuesday, May 30, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Mayer had no announcements.

Boards and Committees

1. Appointment(s)

Amy Stephens, Marquette Public Art Commission for an unexpired term ending 02-26-26

Mayor Pro Tem Sally Davis moved to Approve the appointment as listed, seconded by Commissioner Jennifer Smith and Carried Unanimously.

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

Matt Luttenberger spoke about City elections, and said the Commission should conduct elections to fill vacancies, rather than appointing people to those vacant seats. He also said he thought there should be summer hockey opportunities in town.
Margaret Brumm spoke about the importance of Memorial Day and of the need to thank living members and former members of the armed forces. She thanked Mayor Mayer and Commissioner Stonehouse for their service.

Presentation(s)

2. Fiscal Year 2022 Audit by Mike Grentz, Anderson Tackman & Co.

Mike Grentz, from Anderson Tackman & Co., presented the City Commission with an overview of the 2022 audit for the year ended Sept. 30, 2022.
Following the overview, the Commission asked Grentz follow-up questions on

specifics of the audit. City Manager Kovacs said it's important to note that the audit is useful, but is a snapshot in time. The audit report, she said, is different from the budget.

3. Marquette Brownfield Redevelopment Authority, by Executive Director Sheri Davie

Marquette Brownfield Redevelopment Authority Executive Director Sheri Davie provided an annual update on behalf of the authority. She talked about the importance of the public improvements created through brownfield projects and highlighted the current state of several key projects in the city.

Commissioner Hanley said brownfields are important for the community and said these properties often would not have been redeveloped without the designation.

Mayor Pro Tem Davis said brownfields are key, and noted that residents also ask how long the TIF collection will last for these projects. She also asked for a bit of clarification about how the employment numbers are being reflected in the data.

Public Hearing(s)

4. Public Hearing - Rezoning of 1501 Division St. - Roll Call Vote

Mayor Mayer opened the public hearing.
Owner Patty Barton talked about future plans for the building at 1501 Division Street.
Planning Commission Chair Sarah Mittlefehldt said she is available if there are questions.
With no one else hoping to speak, the Mayor closed the public hearing.

Commissioner Jennifer Smith moved to Authorize the adoption of Ordinance 723 and rezone 1501 Division Street from the Medium Density Residential to a Mixed-Use (M-U) zoning district, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

5. Public Hearing - Single Lot Special Assessment Roll #590

There was no one present to speak at the public hearing.

Commissioner Jessica Hanley moved to Confirm Single Lot Assessment Roll #590, and authorize the Mayor to sign the Warrant, seconded by Commissioner Jermey Ottaway and Carried Unanimously by Roll Call Vote.

6. Consent Agenda - Roll Call Vote

Commissioner Jessica Hanley moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously by Roll Call Vote.

6.a. Approve the minutes of the May 8, 2023 regular Commission meeting

6.b. Approve the total bills payable in the amount of $ 1,106,216.59

6.c. Arbor Day Proclamation 2023

6.d. Cruise Ship Fee Adoption - Roll Call Vote

6.e. Marquette Guts Frisbee Association Non-Profit Status - Roll Call Vote

6.f. Marquette Mountain Resort, LLC - Paddle Sports Concessionaire Permit

6.g. Pride Festival - Special Event Permit

6.h. Resolutions for Unpaid Stormwater and Unpaid Water and Wastewater - Roll Call Vote

New Business

7. City Health Insurance Renewal - Roll Call Vote

Commissioner Jessica Hanley moved to reaffirm the City of Marquette's commitment to paying the hard caps set by Michigan law for eligible active employees on the City's health and prescription drug coverage; approve the Resolution authorizing public entity membership in the West Michigan Health Insurance Pool for a minimum three-year period; and approve the Business Associate Agreement with Gallagher Benefit Services, Inc. to act as the City's agent for administration of health insurance and other related insurance services, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

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

Matt Luttenberger talked about the importance of electing people to open seats on the City Commission and talked about the importance of Lakeview Arena.
Barb Owdziej said Music on Third is beginning next week, and the DDA Social District will be starting soon. She said there will be a significant increase in traffic in the area and she thinks the City should consider closing Third Street to cars at certain times.

Comments from the Commission

Commissioner Ottaway said he also had concerns related to Third Street, but he said there are several streets that cross Third and that would also need to be closed - it becomes very difficult to manage on a regular basis. He said he also thanked Mr. Luttenberger for his comments about the choice to appoint applicants to City Commission vacancies, as opposed to holding an election. He said the fact that there have been so many appointments in recent years is likely an argument against conducting elections, from a cost standpoint.
Mayor Pro Tem Davis had no comments.
Commissioner Smith said the City streets and parks are looking very good for this time of year, and she praised staff for the work that has been done this year.
Commissioner Stonehouse said this was an effective, yet important, meeting tonight. It wasn't flashy, but it was vital. He also noted that there is a cruise ship coming in June (7

and 22).

Commissioner Hanley agreed that the City is looking very nice. She also clarified that there are six candidates for three City Commission seats this year.

Commissioner Larson had no comments.

Mayor Mayer thanked everyone and then asked the City Manager to speak about some of the concerns mentioned tonight.

Comments from the City Manager

City Manager Karen Kovacs talked about the difficulties with evaluating the closure of a street like Third Street. She said the City Manager's office will be starting a new Community Office Hours session in the evening. The first one will be June 7 at Provisions, from 5:30 to 7 p.m. Many city offices will begin summer office hours on June 5. Offices will be open to the public from 7:30 a.m. to 4:30 p.m. on Monday-Thursday; on Fridays, offices will be open 7:30 to 11:30 a.m.

Adjournment

Mayor Mayer adjourned the meeting at 7:06 p.m.

_____ _____

Cody O. Mayer, Mayor **Kyle Whitney, City Clerk**

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

Agenda Date: 6/12/2023

Consent Agenda
Community Foundation of Marquette County - Fiscal Sponsorship Agreement

BACKGROUND:

The Community Foundation of Marquette County requests the City enter into an agreement outlining the Foundation's role as the fiscal sponsor of the Kids Cove accessible playground project at Ellwood Mattson Park. The Foundation, under this agreement, will receive donations for the playground and disburse the funds for construction of the project. The Foundation's participation allows donors to claim charitable deductions for their donations to the project.

This agreement replaces a similar agreement between City and the Foundation which has now expired.

Marquette Playgrounds For All has raised over $1,100,000 in donations and pledges, in addition to the $300,000 Michigan Natural Resources Trust Fund Grant, for a total of $1,400,0000 for construction of the playground. Without the Foundation's participation in this project, this level of fundraising likely would not have been possible. Bids were received on May 10, 2023 with the lowest qualified bid being $1,800,522.43. Therefore, additional fundraising is needed to complete the project and this agreement is necessary to raise the remaining funds and oversee the grant process once construction begins.

This agreement would be in effect through November 1, 2024.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the Fiscal Sponsorship Agreement with the Community Foundation of Marquette County, and authorize the Mayor Pro Tem and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement

Playground For All Fiscal Sponsorship Agreement

THIS AGREEMENT, between the Community Foundation of Marquette County (the "**Foundation**"), whose address is 228 West Washington, P.O, Box 37, Marquette, Michigan 49855, and the City of Marquette (the "**City**" or "**Grantee**"), whose address is Marquette City Hall, 300 W. Baraga Ave, Marquette, Michigan 49855 (collectively, "**the Parties**"), is entered into effective as of the date on which the Parties have fully executed this Agreement, and witnesses as follows:

RECITALS

A. At some time in or before 2019, an ad hoc committee, Marquette Playgrounds for All (the "**Committee**", which shall be included in the term "**Grantee**" as context requires), was formed as a voluntary unincorporated association for all of the reasons and purposes detailed in the attached Fiscal Sponsorship Application, which is incorporated in this Agreement, namely, to assist in raising and managing the funds necessary to enable the City, through the Committee formed to act on behalf of the City and its citizens, to secure donated funding sufficient to defray the costs of: (1) demolishing the existing (deteriorated) playground structure in the City's Ellwood Mattson Park, (2) designing a replacement playground structure, and (3) constructing an accessible replacement playground structure, to be known as the "Playground For All" (the "**Project**") in compliance with all applicable laws and regulations.

B. The Foundation and the City entered into a prior Fiscal Sponsorship Agreement on or about February 10, 2020 (the "**Prior Agreement**"), to accomplish the same purposes for which they now enter into this Agreement.

C. This Agreement replaces and supersedes the Prior Agreement, and, in any case in which the terms of this Agreement and the Prior Agreement conflict, the Parties intend and agree that this Agreement shall be controlling.

D. The Foundation's participation in the Project as a qualified 501(c)(3) charitable foundation, both to act as the recipient of donations to fund the Project and as the grantor of the funds that will pay for the project is essential to encourage donations and enable donors to the Project to claim a charitable deduction.

E. The Foundation has served, and will serve under this Agreement, solely as the Fiscal Sponsor of the Project, based upon its determination that its financial support of the Project will further the Foundation's tax-exempt purposes.

F. To further those purposes, the Foundation has created a temporary, restricted fund designated for the Project, and has decided to grant to the City all amounts that it may

deposit to that fund, less any administrative charge, as set forth below (the "**Grant**"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be and form a part of the consideration for this Agreement, it is agreed:

1. Grantee shall provide the Foundation with copies and/or references to internet accessible copies of its governing documents, a completed and filed IRS Form SS-4, and any other documentation the Foundation may request, sufficient to establish to the Foundation's satisfaction that Grantee enjoys separate existence as an organization and is authorized (and/or has properly authorized itself by appropriate action of its governing body) to receive the Grant called for under this Agreement, and to perform Grantee's obligations and undertakings, as specified in this Agreement.

2. Grantee shall use the Grant solely for the Project and solely in accordance with the approved Project budget, which, with any amendments and change orders Grantee may approve after this Agreement is executed, shall be provided to the Foundation before any installments are payable under the Grant.

3. The Foundation must approve in writing any change(s) in the purposes for which Grant funds are spent before any such changes are implemented. If Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of Grant funds. Grantee shall repay to the Foundation any portion of the amount granted that is not used for that project.

4. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.

5. After the execution of this Agreement, Grantee and/or the Committee may continue to solicit gifts, contributions, and grants to the Foundation for the funding of the Project, which must be earmarked for the Foundation's restricted fund for the Project (the "**Fund**") Before they do, however, the Foundation must approve in writing: (a) the text and content of all fundraising and marketing materials used before they are published or disseminated, and (b) any prospective donors from whom (or which) funding is sought. Grantee fundraising activities are subject to Foundation's Donor-Initiated Fundraising Policy, of which Grantee and the Committee acknowledge having received a copy. All grant agreements, pledges, or other commitments entered into with funding sources for the support of this Project via the Foundation's restricted fund shall be approved and executed by the Foundation.

6. Grantee shall be solely responsible for preparing and bearing the expense of any reports or other compliance measures required by all funding sources that have contributed or that contribute in the future to the Fund.

7. The Foundation will assess administrative fees against the Fund in accordance with the Foundation's current fee schedule, and as it may be amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the administration of the Fund. Grantee expressly acknowledges that the Foundation's administrative fee covers only the cost of administering the Fund in accordance with this Agreement.

8. This Agreement does not and shall not be deemed to create any relationship of agency, partnership, or joint venture between the Parties, and Grantee shall make no contrary representation to anyone. Nothing in this Agreement constitutes the naming of Grantee as an agent or legal representative of the Foundation for any purpose whatsoever, except as otherwise expressly provided in this Agreement, and then only to the extent specifically provided herein.

9. In addition to any documentation submitted to support any request for payment of an installment due under the approved Project Budget, Grantee shall submit to the Foundation annually, in any year in which Grantee receives or spends any portion of this Grant, a full and complete cumulative report of the Project's progress as of the end of Grantee's annual accounting period. Grantee shall submit the first report to the Foundation not later than January 31, 2024, which shall include all receipts and expenditures through December 31, 2023 (the "**Report**"). Each subsequent Report shall be due on the anniversary date of the initial report. In addition to an accounting of all Grant receipts and expenditures, each Report shall describe and account for: (a) all receipts and expenditures in connection with all charitable programs and fundraising activities Grantee conducts in connection with the Project, and (b) all expenditures of Grant funds in connection with such charitable programs and fundraising activities. In each Report, Grantee shall describe and certify its compliance with the terms of this Grant.

10. This Grant shall not to be used, directly or indirectly, in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). The Foundation and Grantee have made no agreement, oral or written, contrary to this requirement.

11. Grantee shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

12. Grantee shall notify the Foundation immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the Grant purposes.

13. Grantee acknowledges that the Fund is a component fund of the Foundation and that, as such, its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments, including the Foundation's power, under appropriate circumstances, to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable organizations, if in the sole judgment of the Foundation's governing body

(without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

14. Grantee shall allow the Foundation to review and approve the content of any proposed publicity concerning the sponsored project prior to its release and recognize the Foundation in all publicity materials related to the Project, and as specified in the Grant notification letter.

15. Grantee agrees that the Foundation may include all information about this Grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, on the Foundation's website, and in any other Foundation communication. This includes the amount and purpose of financial support provided to the project, any photographs obtained by or provided to the Foundation, any logo or trademark belonging to the Project, and all other information and materials about the Project, saving only the identity of any anonymous donor to the Fund.

16. Grantee shall be solely responsible for implementing and supervising all contract bidding, contracting, change order, and performance procedures and policies (the "procedures and policies") necessary to carry out the Project, and in connection with, and until completion of, the Project shall:

A. Procure and maintain and/or require all contractors engaged in the Project to procure and maintain such insurance as is necessary to protect Grantee, its employees, agents, contractors, subcontractors, persons employed by any of the foregoing, and the Foundation (including its Board and employees) (collectively, "the Foundation") from any and all liability arising (or claimed to arise) from the performance of any and all phases of the Project, including, but not limited to personal liability, property damage, worker's compensation, and unemployment insurance, and any fidelity bonding and/or completion insurance customarily required under Grantee's policies and procedures (the "policies"); and

B. Require that all policies so procured and maintained include such endorsement(s) as are necessary to provide coverage to the Foundation as an additional insured entitled to a defense against, and full coverage for, any and all claims that may be asserted against the Foundation in connection with the Project.

17. Except for a dispute involving a claimed breach of this Agreement that threatens immediate and irreparable harm that may be remedied only by temporary or preliminary injunctive relief necessary to preserve the status quo pending resolution of the dispute, in which case either party may resort to a court of equity solely for the purpose of securing such temporary or preliminary injunctive relief pending arbitration of the dispute, any dispute arising under this agreement shall be subject to arbitration upon demand of either party in a written notice to the other party. Arbitration shall be conducted under American Arbitration Association rules, with the prevailing party entitled to recover from the non-prevailing party the costs and reasonable attorney fees incurred in seeking such injunctive relief and in the arbitration. The "prevailing party" shall be the one who obtains a determination that the other party was the first party to commit a material breach of this Agreement. Should each party assert a claim or claims against the other, and should neither party prevail in full,

each shall bear its own costs and fees. If each party prevails in part, costs and fees shall be allocated by the arbitrator.

18. This Agreement is the entire agreement of the parties; it is governed by Michigan law and shall be construed in accordance with the laws of the State of Michigan applicable to agreements made and to be performed entirely within the State; it is not subject to modification except in a writing signed by the party against which any claimed modification is sought to be enforced; its terms, including the "RECITALS," are contractual; this Agreement shall be deemed to have been jointly drafted by the Parties and shall not be construed against either Party as the drafter; if any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall nevertheless be binding with the same force and effect as if only the illegal or unenforceable parts were stricken; and each person executing this agreement warrants that he/she/they has/have authority to do so on behalf of the party he/she/they represent(s).

19. The timetable set forth in the Fiscal Sponsorship Application incorporated in this Agreement may be modified from time to time in writing by the mutual agreement of the Parties and, without limitation, as necessary to perform this Agreement fully; to comply with all applicable City contract bidding, contracting, change order, and performance procedures and policies; and as dictated by exigencies of performance unforeseen when the Sponsorship Application and this Agreement were executed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

Community Foundation of Marquette County

By: _____

Its: _____

Dated:_____

City of Marquette, Grantee

By:_____

Its: _____

Dated: _____

Playground For All Fiscal Sponsorship Application

Organization Information

1. Individual, organization or group submitting request:

Name: Marquette Playground for All

Mailing Address:115 Lakewood Lane, Marquette, MI 49855

Phone: (906)250-9783 Fax: _____

Email: nittner24@gmail.com

Contact Person: Nheena Ittner

2. For what period of time is the Community Foundation being asked to serve as fiscal sponsor?

Begin date: 11/1/22 End date: __November 1, 2024_____

How did you arrive at that "end date"?

The anticipated completion of the project is the end of July 2024. Since the project has not been bid out yet, this could change. Once the project is substantially complete there will be punch list items that need to be finished and reimbursements from the State of Michigan that need to be submitted. These can take several months.

3. Has your group incorporated as a separate legal entity responsible for its own actions? (Attached relevant correspondence)

Yes_____ No X_____

4. Does your organization plan to become recognized as non-profit by the IRS by obtaining its own 501(c)(3) status?

Yes_____ No X_____

* If you circled "No" above, why not?

The Playground for All is a volunteer committee for the City of Marquette. The playground project is limited in time and scope.

* If you circled "Yes" above, what has been done to date in preparation for securing 501(c)(3) status? (Attached relevant correspondence)

The balance of this page is intentionally left blank; Project Description follows.

Project Description

1. What specific, measurable, charitable outcomes do you hope to accomplish? (The lives of how many people will be better and in what specific, measurable ways?)

The mission of the Playground for All Committee is to construct a playground that is simple to use, understandable, and safe for all users. The new playground will include an all-inclusive design using "inclusive" per the definition of designer Kat Holmes: "Inclusive design does not mean you are designing one thing for all people. You're designing a diversity of ways to participate so that everyone has a sense of belonging." This new playground will work for the widest spectrum of users and meets the concept of Universal Design (UD). The playground project will truly provide opportunities for ALL children that visit, as well as access and surveillance improvement for the adults who accompany them. It should be emphasized that the Kids Cove Playground is also meant for the typically developing child. These children will find the playground exciting and challenging. In other words, ***this playground is not just for children with disabilities, but is for ALL children.***

Project Goals include:

- *Provide a needed play/exercise opportunity for ALL children.*
- *Provide a barrier free, recreational opportunity for children that adult caretakers can navigate easily.*
- *Enhance the artistic and educational opportunities at Mattson Park.*
- *Provide an additional attraction to the already popular Mattson Park for the community, and create a destination attraction for visitors.*

Measurable Objectives: The project will be evaluated based on fundraising results at the projected close of the project in Summer 2023. Success will be measured by the physical evidence of the completion of the playground through the joint efforts of community organizations and individuals. However, true success will occur when the playground is consistently occupied by ALL types of children with their laughter, learning, and play resonating throughout the community. Measurable milestones for the project include:

- *Design of playground to include zones that meet the needs of ALL children.*
- *Successful fundraising levels met.*
- *Demolition of the existing playground.*
- *Construction of the new playground.*

2. Who is serving on the Advisory or Steering Committee for this project? (Please attach list.) What other groups or organizations have been involved in planning this effort?

Please see attached document labeled "Key Partnership Bios." The attached biographical data reflects the diversity and expertise of the Playground Committee, City of Marquette, Community Foundation and the community partners who are working on this project

Community Partners and their Roles:

Playground for All Committee: This initiative was launched in Spring of 2021 and fundraising began later that summer. The Committee is now heavily involved in robust fund raising efforts, coordination on the build, and raising awareness in the community. The Board meets once a month, with subcommittees meeting much more frequently. The subcommittees raise opportunities, report progress, and formulate policy for the full Board's consideration. Committee members are volunteers, and represent a diverse cross section of the community. Once the project is completed, care and maintenance will be handled by donations from the Rotary clubs of Marquette to a fund housed by the Community Foundation of Marquette County.

Community Foundation of Marquette County: The fiscal agent for the project is the Community Foundation of Marquette County, a 501(c)3 Non-Profit Corporation. The Community Foundation was established in 1988 by a small group of community leaders with $30,000. Over time the Community Foundation began to expand within the County and created four affiliate funds that serve Negaunee, Marquette, Gwinn, and Greater Ishpeming. Through charitable giving of funds and time, the Foundation distributes grants and scholarships within Marquette County. Growing endowed funds for the future of the area, and addressing current community needs through community leadership projects are some of the ways in which the Foundation aims to enrich the lives of all people in Marquette County. Today, through investment and fund development, permanent endowments have grown to over $21 million and have distributed over $10 million in grants to local charities. Over the last ten years the Community foundation has focused their philanthropic work as a community leader to address community opportunities.

City of Marquette: The third partner, the City of Marquette, coordinates with both the Playground Committee and Community Foundation on city regulations, assistance, and planning for long term maintenance and repair of the playground. The City of Marquette Parks and Recreation Department will oversee and also fund the maintenance and upkeep of the new playground as defined by its master plan. The City jump started this campaign for an All Inclusive Playground by submitting and subsequently were awarded a $300,000 Department of Natural Resources Grant for the construction of this playground. The City through the Office of Arts and Cultures has also budgeted $10,000 toward the public art to be incorporated into the entrance to the park.

Superior Alliance for Independent Living (SAIL) is the Center for Independent Living in the Upper Peninsula. A volunteer member of their staff sits on the Committee and performs American

Disabilities Act (ADA) reviews of the Kids Cove Playground planning to assure ADA accessibility standards and the goal of inclusion are met.

Upper Peninsula Children's Museum serves as a regional, interactive hands-on museum featuring exceptional and unique displays and related innovative programs providing a unique place for children and families to learn through participation. The museum's director, Nheena Ittner, is the chair of the Playground for All Committee and has served in an essential role for leadership, participatory design of the playground, volunteer coordination, and fundraising expertise.

Sanders & Czapski Associates, PLLC: was commissioned through the City of Marquette's Request for Proposal process to assist in the planning and building of the playground designed to engage all children in the community. This Marquette based architectural firm assembled a very unique project team, pulled together from across the upper mid-west being linked by professional relationships spanning years. Sanders & Czapski Associates also contracted Mara Kaplan of the firm Let Kids Play. Mara is a nationally recognized leader in the realm of inclusion and the role of play in the development of children with disability.

3. The Community Foundation's service area is Marquette County. What geographic "community"(ies) do you expect to benefit?

The Kids Cove will be built in and enhance the existing Ellwood Mattson Park, located in downtown Marquette along the Lake Superior harbor. The park is a focal point of the city and location of cultural events all year long, only steps away from downtown and local beaches. The Park is a destination and brings residents of Marquette County, but also visitors from all over the United States, which will support the economy of Marquette County. With an all-inclusive design, this playground will work for the widest spectrum of users and meets the concepts of Universal Design (UD).

With the possibilities of replications in mind, the Marquette Playground for All Committee has kept copious meeting minutes and details of the process involved to construct an inclusive playground. The Committee is open and dedicated to assisting other communities in creating inclusive playgrounds throughout the City of Marquette and any other Upper Peninsula communities interested in similar projects. With an organizational template for the construction of an inclusive playground, The Marquette Playgrounds for All Committee is willing and able to serve as a model for other communities wanting to build a playground that will include ALL children.

4. The Community Foundation strives to work with all sectors of the community. What specific groups of citizens do you expect to benefit?

Children with special needs (over 1600 in Marquette and Alger Counties) have unique challenges with their disabilities frequently making them observers at the playgrounds in our area. This playground project will truly provide opportunities for ALL children that visit this playground, as well as access and surveillance improvement for the adults who accompany them. For this playground, users include children, parents, grandparents, and caretakers. Often it is not only

children with special needs that require accommodations, but also supervising adults may have their own mobility challenges. The funds raised will allow for the purchase of playground equipment needed to make the playground usable by all children. Children with sensory needs, autism, hearing loss, and visual difficulties will also have access to and equipment unique to their needs. It should be emphasized that the Kids Cove Playground is also meant for the typically developing child. These children will find the playground exciting and challenging. In other words, this playground is not just for children with disabilities, but for ALL kids. This playground project's objectives are to truly provide opportunities for ALL children, as well as access and surveillance improvement for the adults who accompany them.

5. The Community Foundation encourages endowment building. If your plans include an endowment-building component to help assure long-term attention to your charitable objectives, please describe them.

The CFMC already administers the Kids Cove Endowment Fund intended for the maintenance of the playground. Any surplus of funds may be reassigned to the Kids Cove Endowment Fund.

Community Foundation of Marquette County Services Requested

1. When do you expect the first deposit/contribution to be made?

(Month and year): *November 2022 with Rollover from the previous contract with the Playground for All Committee.*

2. What amount do you anticipate raising for this project, and why do you think these funds will be contributed? How do you plan to raise the money? Will you hold fundraising events?

The amount needed to bring the Kids Cove Playground project to fruition is 1.45 million dollars. The City of Marquette Commission has approved a 1.5 million dollar budget for the playground. Currently with the inclusion of the money from the Michigan Department of Resources grant, 1.4 million dollars has been raised. Kids Cove has raised and will continue to raise these funds through foundation requests, grant proposals, service organization requests, personal asks, mail campaigns, crowd funding initiatives, feature naming, and events. The Marquette community has come out in full support of replacing the beloved Kids Cove playground with an all-inclusive playground model and is cited in the City's Master Plan as a high priority. This new playground will set the stage for all new and future parks and play areas. The theme of ALL-INCLUSIVE will set the ground work for similar play areas across the entire UP where inclusion is the goal.

3. Please attach your budget. How many receipts for expenses or requests for grants from the fund do you think the Community Foundation will be asked to process ____ per month or _____ per year?

All miscellaneous expenses related to fund raising will be requested by the City as they come in, most likely 2-3 per month. The large contracts for professional/contractual and construction will be requested once at the end of each fiscal year.

4. When do you expect to ask the Community Foundation to pay the first grant?

This process has already begun. Several grants have already been paid out of the fund.

5. Who will submit invoices or requests for grants to the Community Foundation for payment from the fund, and how has that person or persons been given this authority?

The City of Marquette Director of Community Services will submit disbursement requests via the City Treasurer. Requests exceeding $5,000 will be approved by the City Commission prior to a requested submittal.

6. If you need services from the Community Foundation beyond accepting, receipting, managing and disbursing funds, please indicate what those services might be.

The Community Foundation has already provided so many services beyond those listed above. They have assisted with providing the needed information for grants, attending meetings, and sharing their expertise in fundraising. Without the support of the Community Foundation this project would not have progressed with the timeliness and efficiency that it has. Anticipated needs from the Foundation moving forward may include donor reports, mailings, individual donor follow-up, crowdfunding campaign support, etc.

It should be noted that the Playground for All Committee will be responsible for fulfilling **all evaluation requirements** on grants received for the project in cooperation with CFMC.

Please also list any services that you anticipate needing from the Foundation **moving forward** (donor reports, mailings, individual donor follow-up, crowdfunding campaign support, etc.)

7. If you have a separate written plan of activity for you project, please attach it to this application.

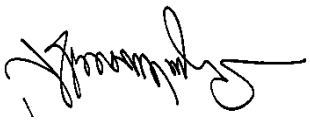
Timetable: Inception to Present:

- DNR grant application submission (Spring 2020) Successful
- Contract Playground Design company (Spring 2021) Completed
- The community planning process (Spring 2021) Completed
- DNR Award contract signed (Summer 2021) Completed
- Community Fundraising (Ongoing)

- Picket Removal/Pick-Up Fall 2022 Completed
- Construction Bids out, on City website, spring, 2023 Completed
- Construction Bids are due May 10, 2023
- Bid selection awards around May 30,
- City Commission approval request by mid-June 2023
- November 15, 2023 site rough work accomplished
- July 24, 2024, Park construction finalized (contractor and supplies will define exact deadlines and time frames)

If it serves as your fiscal sponsor, the Community Foundation must ensure that the outcomes of your project are charitable. By signing this request, you are agreeing to provide the Community Foundation of Marquette County with minutes of your board or steering committee meetings, and to respond in writing to periodic questions from the Community Foundation regarding activities of your project.

Print Name: Nheena Ittner

Signature: 

Date: 4.23.23

Title or Capacity: Chairperson for the Marquette Playground for All

Agenda Date: 6/12/2023

Consent Agenda
International Food Fest - Special Event Permit

BACKGROUND:

The Exchange Club of Marquette is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the purpose of the International Food Fest from July 2 until July 4, 2023. The terms are detailed in the permit. Staff has worked with the City Attorney and the Exchange Club of Marquette to develop the permit.

FISCAL EFFECT:

The event is approved for $2,200 in Promotional Fund relief.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Exchange Club of Marquette, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Permit

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

THIS AGREEMENT, made this _____ day of _____, 2023 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and EXCHANGE CLUB OF MARQUETTE, aka MARQUETTE COUNTY EXCHANGE CLUB (MI), (an affiliated exchange club or district of the National Exchange Club of North America) of P.O. Box 395, 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 PARK

■ (2) Term. The term of this Permit shall be from July 2, 2023 at 9:00 a.m. until July 4, 2023 at 10:00 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:

"INTERNATIONAL FOOD FESTIVAL"

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	**1st day: $800** **2nd day: $690** **3rd day:615***
Alcohol permit fee	**$50**
55-gallon trash drums (30+)	**based on Dept. Public Works charges****
Bench rental	**$2.50/bench**
Type 1 barricades, signage, trash drum liners & other needed items	**based on Dept. of Pubic Works charges**

*PERMITTEE will be charged $265.00 per day for each day beginning July 5, 2023 at 12:00 p.m. (noon) for each day until cleanup and removal of all items (equipment, trailer, vehicle(s), tent(s) and ALL other items) has been completed.

**PERMITTEE may pick up 55 gallon trash drums from the CITY for use during the event and must return the drums to the City by 5:00 p.m. no later than July 5, 2023.

■ (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 $350.00 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 AT LEAST NINETY (90) DAYS BEFORE THE COMMENCEMENT OF 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, upon the issuance of this Permit, provide the CITY with a certificate or other evidence of all required coverages, including those set forth below. 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.

- 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.

- 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.

- 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.

- 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.

- (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 10:00 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 12:00 p.m. (noon) until dusk on July 2, 2023;
from 12:00 p.m. (noon) until dusk on July 3, 2023; and
from 12:00 p.m. (noon) until dusk on July 4, 2023;

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 2 weeks prior to 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, except that CITY shall be responsible for booths located within the Arena.

■ (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, it 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 park its trailer in the park beginning June 28, 2023. PERMITTEE has access to Mattson Park and permission to begin setting up for the event at 8:00 a.m. on June 27, 2023. PERMITTEE shall have from the end of the event until 12:00 p.m. (noon) on July 5, 2023 to remove all equipment and restore Mattson Park to its original condition. PERMITTEE may enter Mattson Park for setting up for the event prior to 8:00 a.m. on June 27, 2023 if written permission is obtained from the Parks and Recreation Director. PERMITTE will be charged $265.00 for each day after 12:00 p.m. (noon) on July 5, 2023 that any equipment, trailer, vehicle, tent or other item remains in

the Mattson Park. Temporary Food Permit(s) through the Marquette County Health Department and Alcohol license(s) and permit(s) must be obtained by PERMITTEE 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 CONCERING 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

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

EXCHANGE CLUB OF MARQUETTE aka
MARQUETTE COUNTY EXCHANGE CLUB

GENO ANGELI

By:
Its: MARQUETTE EXCHANGE CLUB PRES

By:
Its:

Agenda Date: 6/12/2023

Consent Agenda
Kuuma Sauna, LLC - Concessionaire Lease

BACKGROUND:

Kuuma Sauna, LLC has requested the City Commission lease a 14- by 20-foot section of the parking lot recently donated to the City by WE Energies, to provide a Lake Superior sauna experience for residents and visitors. The term of this lease would be from June 27, 2023 through August 31, 2023, or when dredging of the mouth of the Dead River begins, whichever occurs first.

Over the course of the last five years, many businesses have approached the City looking to use lake access locations, municipal beaches or municipal parks. Community Services staff have handled each situation independently but with a consistent approach, and with advisory input from the Parks and Recreation Advisory Board. The main priority has been to ensure that public greenspaces and beaches remain open to the general public to the greatest extent possible. With each situation staff have considered whether there are other locations from which the business can operate that do not infringe upon the public use, if the service would be desired by the public and whether the service is currently available elsewhere. If the proposed service is desired, access to the natural resource on public land is needed for the service, and we have a viable proposal from a business that has been properly vetted, we have offered short-term trial permits or leases, then issued a request for proposal for that service thereafter. This has allowed competition while limiting the entities utilizing public land.

Kuuma Sauna, LLC approached Community Services staff to determine if there was an appropriate location along the lakefront where residents and visitors would be able to take a sauna and then jump into Lake Superior. Staff determined that the parking lot across from the WE Energies power plant site might be a suitable location. The lot is underutilized and has appropriate proximity to the lake.

Staff determined that access to the lake is necessary for this service, the public desires the service, and public access to the lake/beach would not be impeded by the business at this location. PRAB reviewed the proposal and voted to recommend the City Commission approve a lease agreement for the opportunity.

If approved, this lease agreement will serve as a trial period for the recreational opportunity. If there are no issues with the service and the public desires the service, staff will advertise a request for proposals in 2024 for a sole concessionaire for this service.

The City Charter requires all lease agreements to have two reads. This marks the first read of this item.

FISCAL EFFECT:

The general fund will receive $140 per month during this trial period.

RECOMMENDATION:

Move the lease agreement with Kuuma Sauna , LLC, to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit, Insurance
- PRAB minutes

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **KUUMA SAUNA, LLC**, a Michigan limited liability company, of 1223 N. Capital Ave., Lansing, MI 48906, hereinafter "LESSEE".

Recitals

A. Lessor is the owner of the real property and beachfront located at 2820 N. Lakeshore Blvd in the City of Marquette.

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

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

1. Leased Premises

1.1 Lessor leases to Lessee approximately 280 square feet of space as shown in Exhibit "A", hereinafter "PREMISES".

2. Term of Lease

This lease shall run from the date of its execution through August 31, 2023, or until dredging begins at the adjacent Ore Dock, whichever occurs first. Prior to Lessee's first day of operations, Lessee will meet with City employees to discuss logistics for the use of the Premises.

3. Rent

The rent shall be $140 per month, payable in advance on the first day of each month.

4. Use of Premises

4.1 Lessee shall use the Premises only for mobile sauna rentals.

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

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

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

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

d) constitute a public or private nuisance;

e) interfere with other uses of the Premises; or

f) permit refuse to accumulate in or around leasehold.

g) prohibit or restrict public access across and through the Premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated parking area as shown on Exhibit A. Lessee is permitted to display temporary signage in common areas in accordance with all City ordinances.

6. Non-exclusive Use of Premises

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

7. Maintenance and Repair

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

7.2 Lessee shall be solely responsible for the construction of any structures necessary for Lessee's use of the Premises. Lessee shall not build any structure unless it meets all zoning requirements, is preapproved by Lessor, and Lessee shall solely be responsible for all maintenance and repair of any such structure in order to keep it safe for public use and to prevent blight.

8. Insurance and Indemnity

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

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

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

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

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

9. Assignment/Subletting

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

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

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

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

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

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its personal property from the Premises, Lessor reserves the right to deem it abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

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

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

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

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

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

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

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

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

CITY OF MARQUETTE

_____
Cody O. Mayer, Mayor

_____
Kyle Whitney, City Clerk

Approved as to Substance:

_____
Karen M. Kovacs, City Manager

Approved as to Form:

_____
Suzanne C. Larsen, City Attorney

KUUMA SAUNA, LLC

By: Brandon Frisk and Shawnee Rajala
Its: Co-Owners and Operators

KUUMASA001 PMILLER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 The Rathbun Agency, Inc. 529 W Saginaw St Lansing, MI 48933	CONTACT NAME: Paige Miller PHONE (A/C, No, Ext): (517) 482-1316 FAX (A/C, No): E-MAIL ADDRESS: Paige@rathbunagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Northfield Insurance Company
INSURED Kuuma Sauna LLC 1223 N Capital Avenue Lansing, MI 48906	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		WS511424	4/19/2023	4/19/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Traveling Sauna. Work performed by the named insured as per signed contract or agreement.

CERTIFICATE HOLDER

City of Marquette
300 Baraga Ave
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

RATHBUN INSURANCE

529 W Saginaw.Lansing.MI.48933
Phone 517.482.1316
Fax 517.371.2218

Why We Are Using the Latest Acord 25 Certificate of Insurance

In September 2010, Acord revised the ACORD 25 Certificate of Insurance form. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form that you provide. Also, below is an Addendum Disclaimer regarding additional verbiage in the "Description Box".

- ACORD certificate forms must be filed and approved for use in our state. When a new form is approved, prior versions can no longer be used. Therefore, it is illegal for us to issue anything other than the currently approved ACORD form
- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the insured can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require
- For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of non-filed policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." Also, since our state requires ACORD forms to be filed, any alteration to a filed form would require its refiling. In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state requires the filing of all certificates of insurance and has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be incompliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.
- Description Box please note, "In accordance with the ACORD 25 form Instruction Guide, the Description of Operations Box will be used exclusively for the purposes described on the form - the description of the insured's operations to be performed, insured locations and insured vehicles if applicable." If we added the information that you want in this space, we go against the Michigan Insurance Code Chapter 22A and it puts us in an unfavorable position with the insurance company writing these policies, the Insurance Board and it will violate our agreement with our Professional Liability Insurance Carrier.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

E Mail mail@rathbunagency.com **Web** www.rathbunagency.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

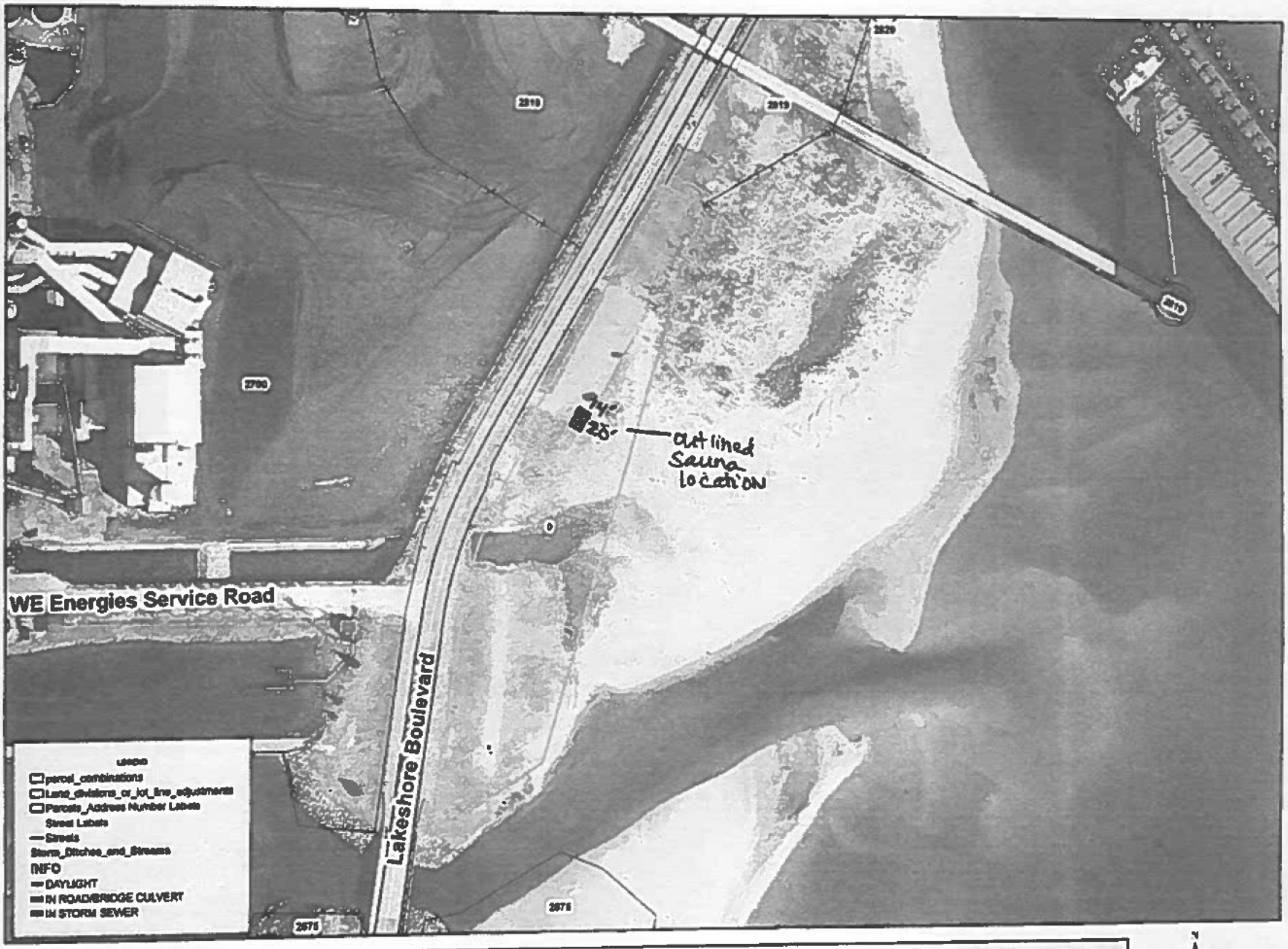
Name Of Additional Insured Person(s) Or Organization(s)
City of Marquette, 300 Baraga Ave, Marquette, MI 49855
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

Copyright, ISO Properties, Inc., 2004

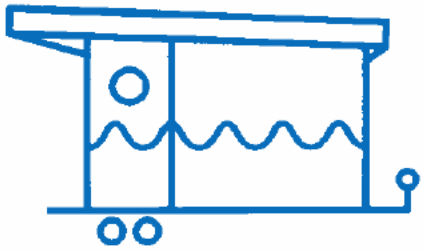


In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein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

N W E S

1 inch = 170 feet

Proposal
City of Marquette + Sauna on Kuuma



Sauna on Kuuma

MOBILE FINNISH SAUNA

Who We Are

Sauna on Kuuma is a Mobile Finnish Sauna built to go anywhere the road meets the water.

Its founders grew up in Michigan's Upper Peninsula where their Finnish and Swedish heritage has cultured a love for the "Sauna + Swim" mentality.

It's our mission to share that same Feeling— the one where relaxation meets exhilaration—with everyone.

We provide an authentic Finnish sauna experience on the beaches of Michigan's Great Lakes, while leaving no trace or permanent structures on the public lands we love.



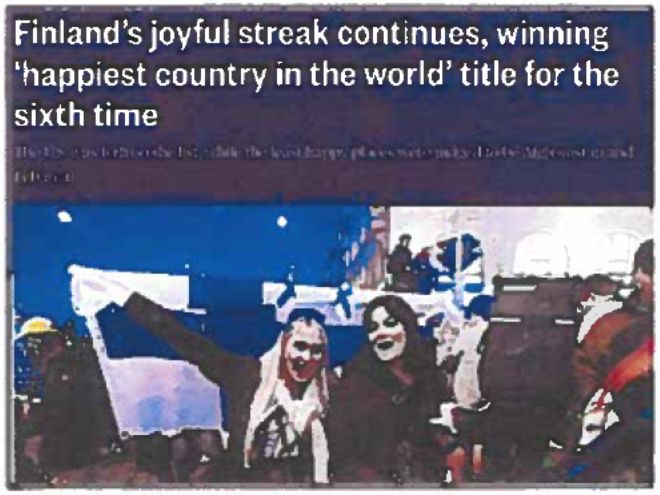




Sauna on Kuuma
MOBILE FINNISH SAUNA

Why Sauna and Swim?

The Nordic tradition of combining a hot sauna with a cold plunge swim has helped to create a culture in Finland that's made them the happiest people on the planet. (It's true, look it up) http://bit.ly/3mibzGZ



Studies have shown the Hot + Cold Cycle to be a useful practice for creating a healthy lifestyle that is focused on long-term wellness.

Some health benefits attributed to the Nordic Cycle:

- Improved circulation and cardiovascular health
- Reduced muscle soreness and joint pain
- Healthier, rejuvenated skin
- Increased relaxation and endorphin release
- Helps to increase weight loss

We built Sauna on Kuuma to bring sauna serenity to the shores of Lake Superior. It's our hope that by sharing the sauna and swim experience with our community, we can help more people tap into the benefits of the Nordic Cycle and feel relaxed, renewed, and ridiculously awesome.

Marquette + Sauna on Kuuma





Our Dream Partner, Our Dream Plan

We believe the perfect location to introduce Sauna on Kuuma is Marquette, MI. We think the perfect partner is the **City of Marquette.**

We understand that you know the community and public use spaces better than we ever could. After meeting with local business owners, City of Marquette officials, and reviewing the city's master plan, we agree with your officials and citizens, that the ideal location for Sauna on Kuuma is 2820 N. Lakeshore Blvd near the **Ore Dock and Lake Superior**.



Building Healthy Communities

We see a future where sauna access on Lake Superior's public beaches is an expectation, not a novelty.

Communities with sauna tradition and access to cold, swimmable water have seen positive results in the happiness and overall wellness of their local community for decades.

When we add the ability to sauna and swim in cold water, we embrace nearly-ancient wellness practices that lead to a healthier lifestyle. (And it's backed by present-day research)

Scientific Journal Samples:

Sauna Use Linked to Longer Life, Fewer Fatal Heart Problems

- https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2130724

Cardiovascular and Other Health Benefits of Sauna Bathing: A Review of the Evidence

- https://pubmed.ncbi.nlm.nih.gov/30077204/

Enhancing Our Lakeshore

We know that our publicly accessible waterfront is a precious resource that should be protected. It's why we've built Sauna on Kuuma to be a mobile based, community-first sauna.

Our design is intended to integrate with the waterfront as seamlessly as possible while providing an optional amenity that enhances underutilized beachfront along the lakeshore.

Mobile Based
Although an ancient practice, a beachside sauna is a new concept for Marquette. We have built Sauna on Kuuma to allow communities to test our concept without the long-term commitments or the need to build permanent structures.

Community First
We envision building a community where locals begin and end many of their days with us – A daily or weekly ritual to relax, rejuvenate, and connect with nature and neighbor.

Cultural Sharing
Sauna on Kuuma will provide a peek into long held cultural traditions of the region, while extending the swimmable life of Lake Superior to visitors.

Sauna Dimensions and Requirements

Mobile Sauna Dimensions

- Length: 20' | Width: 8' | Roof Height: 12'

Addition Space Requested

- Small space in front of the sauna for two 4' x 4' pop-up tents which will be used as changing rooms

Requirements

- Area to park near swimmable cold body of water
- Area to park for determined duration of season
- Sauna on Kuuma **does not** require access to electricity or external power
- Sauna on Kuuma **does not** require permanent structures to operate.

Proposed Operations

Hours of Operation

Sauna on Kuuma plans to conduct hours when daylight permits. Planned hours will be between 8 am - 10 pm, Monday - Sunday.

Staffing and Rules

Sauna Tenders

- Sauna Tenders will be on duty during hours of operation to regulate temperatures and monitor guest safety.

Additional Rules

- Bathing suits will be required
- No bathing/showering within the sauna
- Guests must sign a liability waiver
- No use of alcohol or drugs before or during sessions
- Minors (under 18) must be accompanied by a guardian
- Children Under 10 prohibited from sauna use

Product Descriptions & Cost

Our Mobile Sauna will be parked beachside and available to the public in two different methods:

- Community Sauna Sessions ($25 for 60 minutes)
  - Experience the communal traditions of Finnish Sauna. Nothing beats the connections made and the stories shared while heating up with a few new friends. Don't sweat it though, we cap our Community Sauna Sessions at six guests, so you'll always have plenty of room to relax.
- Private Sauna Sessions ($125 for 60 minutes)
  - For those looking to relax with just their family, friends or themselves. Hot Tip: Our private booking means you can bring as many people as you'd like, but only six guests allowed inside the hot room at any given time.

Primary Operating Season

April - November

Satellite View of Proposed Footprint



Mobile Sauna

Pop-up Tent/Changing Room

sauna, swim, repeat

SAUNAONKUUMA.COM

Exterior Photos













Interior Photos

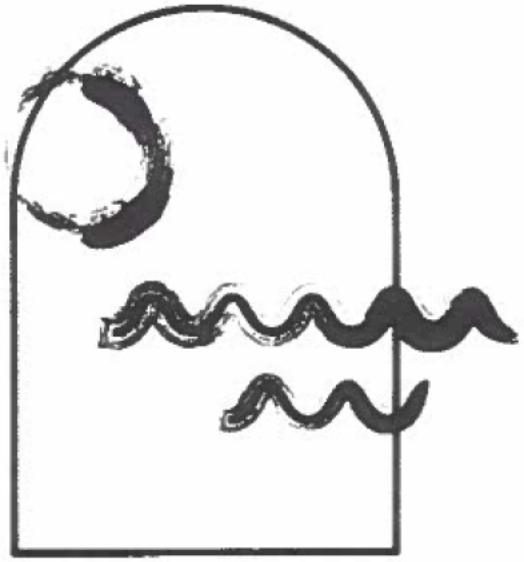







Appendix

- Sustainability Pledge
- Insurance Information
- Business References
- Business Experience



Sauna on Kuuma
MOBILE FINNISH SAUNA

Sustainably Driven

Coming Soon

ONE TREE PLANTED

1% FOR THE PLANET

Certified B Corporation

Sauna on Kuuma is focused on providing great experiences for people interacting with nature. We are passionate about building a business that helps protect and rebuild our public lands. The first 3 sustainability initiatives include establishing partnerships with **One Tree Planted** and **1% For The Planet**. We also intend to pursue an official **B-Corp Certification**.

Insurance Information



Sauna On Kuuma is currently insured by Arlington Roe & Co. Inc. via Northfield Insurance Company which holds an A++ A.M. Rating. The city of Marquette has already been added to this policy

Current policies include:

- **General Liability**: with an aggregate coverage amount of $2,000,000
- **Inland Marine**

Sauna on Kuuma
MOBILE FINNISH SAUNA

Business References & Experience

Brandon Frisk (co-founder)

References

Business Experience

Brandon has extensive marketing and brand development experience having held leadership positions for two of Michigan's largest privately owned companies, Bell's Brewery and Skymint Brands. He currently manages marketing and advertising for EV Automaker Fisker Inc.

Contact Brandon with any questions at:
e: brandon@saunaonkuuma.com | c: 906-458-3985

Sauna on Kuuma
MOBILE FINNISH SAUNA

Business References & Experience

Shawnee Rajala (co-founder)

References

Business Experience

Shawnee is an expert in customer relations, retail operations management, and financial services. She has managed multiple boutique shops and assisted on strategic accounts, currently working as an Intake Specialist for RB Global.

Contact Shawnee with any questions at:
e: shawnee@saunaonkuuma.com | c: 415-306-6221

Sauna on Kuuma
MOBILE FINNISH SAUNA

The Sauna Is Hot



The Water Is Cold



Let's Take The Plunge!



Sauna on Kuluma

MOBILE FINNISH SAUNA

City of Marquette
Parks and Recreation Advisory Board Meeting
Monday, June 20, 2022, 5:30 p.m.
Citizens Forum at Lakeview Arena 401 E. Fair Ave

1. Call to order at 5:30p.m.
2. Roll call: Ellen Weingarten (Chair), Andrew MacIver (Assistant Director of Community Services), Tara Laase-McKinney (interim Secretary), Jim Susorney (Vice Chair), Sara Bixby, Lori Hauswirth, Alex Tiseo.
3. Approval of Agenda- Motion to approve agenda- Alex Tiseo moves to approve, Jim Susorney second. Unanimously approved.
4. Approval of Minutes- April 11, 2022, Motion to approve minutes by Jim Susorney, second Sara Bixby. Unanimously approved with Lori Hauswirth abstaining.
5. Announcements
    a. None
6. Presentations
    a. None
7. Public Comment
    a. None

8. Old Business
    a. Recreation Vendors on Public Grounds
        i. Kayak Rental at Tourist Park/Dead River Basin
            1. Nick Tuma of Marquette Outdoors, LLC
                a. Motion to approve placement of rental kayak rack at Dead River Basin beach at Tourist Park. Motion approved by Jim Susorney, seconded by Alex Tiseo. Approved with Sara Bixby voting against the motion.
            2. Sauna on Kuuma
                a. Motion to approve concept of mobile sauna made by Jim Susorney, seconded by Alex Tiseo
        ii. Mobile Sauna

9. New Business
    a. None

10. Directors Report
    a. Grants
        i. Marquette Playgrounds for All is still fundraising and has nearly reached their goal. Design is still ongoing with anticipated construction in late summer 2022.
        ii. Repairs are almost complete at Presque Isle Marina. Staff are working on an agreement for design services for the Rehabilitation Phase 3 at the marina which includes alteration of the anchoring system to mitigate future ice damage.
        iii. Grants applications for the Land & Water Conservation Fund, Tourist Park Day-Use Access Road and Parking Area are under review. Preliminary scores will be available this summer.

    b. Project Update
        i. Founders: Construction has restarted. Project completion is estimated to be later this summer.

ii. The Tourist Park Day Use Playground is in design and construction is expected to start later this summer in conjunction with the Kids Cove project.
iii. Hurley Playground: The playground and paving are complete. Site inspection is scheduled, and the playground will open once approved.
iv. Williams Park: Staff will be confirming the schedule with the contractor for the final steps to complete this project. A ribbon cutting will be held in late June or July.
v. The sidewalk along Wright Street is completed with a crossing to the ped corridor. The sidewalk is wider than our City standard to accommodate bikes.
vi. The Lakeshore project (portion near Pine Street) is mainly just native plantings, coastal wetland construction and provides a designated access route to the shoreline using beach mats. The remainder of the Lakeshore Boulevard project to the north is currently in under permit review. This will armor the shoreline with "cobble sized" stone. There will also be some pedestrian trails, coastal wetlands, dunes, and an overlook constructed. A pocket beach is currently included which is mainly a place for shore birds and small amphibians. I have attached an overview map. This is subject to change based on permit requirements.

c. Cinder Pond is open for the season with Presque Isle opening very soon once repairs are completed. Revenues are not expected to be as high as previous seasons as traffic will be much lower due to high fuel costs.

d. Lakeview Arena- The dry floor season has started at Lakeview and there are multiple events and weddings scheduled this summer.

e. Tourist Park - The campground has opened for the summer and revenues are expected to be on pace with previous seasons.

f. Light House Park - The Captain's House is being renovated and is nearly complete. Staff are working on contracts for cleaning services and having the house listed on temporary rental sites.

g. ORV- Staff are still working on the language for the agreement that would meet the requirements for the State.

h. Ballfields- All fields are open for the season.

11. Adjournment
a. Motion to adjourn at 6:52 made by Tara Laase-McKinney, seconded by Lori Hauswirth

Respectfully submitted by Tara Laase-McKinney

Tara Laase-McKinney

Tara Laase-McKinney

7/18/2022

Date of Approval

Agenda Date: 6/12/2023

Consent Agenda
Presque Isle Marina - Construction Services

BACKGROUND:

At its November 29, 2021 meeting, the City Commission approved a Waterways grant agreement for removal of the remaining pier, repaving the parking lot, dock anchorage and utility infrastructure at Presque Isle Marina. The project budget is $524,200, fifty percent of which is covered by the Waterways grant.

At its June 22, 2022 meeting, the City Commission awarded Coleman Engineering Company the professional contract for the project.

At its September 26, 2022 meeting, the City Commission awarded MJO Contracting the construction services contract for pier removal and floating pier anchorage system installation.

Staff advertised a request for proposals for construction services, for parking lot replacement, from April 5, 2023 to May 3, 2023. The following proposals were received:

- Associated Constructors, LLC - $124,112.50
- Oberstar, Inc - $140,150.00

Coleman Engineering and staff have reviewed the bids and find both to be substantially complete and recommend Associated Constructors, LLC, be awarded the contract as low bidder.

The State of Michigan Waterways Commission staff are reviewing the bid documents to verify all grant requirements have been met.

FISCAL EFFECT:

Matching funds for this project are included in the budget.

RECOMMENDATION:

Award Associated Constructors, LLC the construction contract in the amount of $124,112.50, contingent upon State approval, and authorize the Mayor and City Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Contract and Insurance
- Coleman Recommendation
- Bid Tabulation

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:

Owner: The City of Marquette | Owner's Contract No.: N/A

Engineer: Coleman Engineering Company | Engineer's Project No.: 220533

Project: Presque Isle Marina Rehabilitation Project - Phase III, Contract II – Parking Lot Rehabilitation

Contract Name: Presque Isle Marina Rehabilitation Project - Phase III, Contract II – Parking Lot Rehabilitation

Bidder: Associated Constructors, LLC

Bidder's Address: 14 Industrial Park Drive, Negaunee, MI 49866

TO BIDDER:

You are notified that Owner has accepted your Base Bid dated May 3, 2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Presque Isle Marina Rehabilitation Project – Phase III, Contract II – Parking Lot Rehabilitation.

The Contract Price of the awarded Contract is one hundred twenty-four thousand one hundred twelve dollars and 50/100 ($124,112.50).

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Award is contingent on the Contractor's execution of Change Order No. 1, striking Section 5.06.I and 7.07.B from the Standard General Conditions of the contract documents.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: The City of Marquette

_____

Authorized Signature

By: _____

Title: _____

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Marquette ("Owner") and Associated Constructors LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

- HMA removal, aggregate base and HMA installation.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Presque Isle Marina Rehabilitation Project – Phase III, Contract II – Parking Lot Rehabilitation.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Coleman Engineering Company.

3.02 The Owner has retained Coleman Engineering Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before November 1, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2023.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of: $_____.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):~~

~~Unit Price Work~~					
~~Item No.~~	~~Description~~	~~Unit~~	~~Estimated Quantity~~	~~Unit Price~~	~~Extended Price~~
~~Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)~~					~~$~~

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $.~~

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;~~ and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the Contract Documents Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum legal percent per annum allowed.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to __, inclusive).
2. Performance bond (pages ____ to ____, inclusive).
3. Payment bond (pages _____ to ____, inclusive).
4. Other bonds.
   a. _____ (pages _____ to ____, inclusive).
5. General Conditions (pages ___ to ____, inclusive).
6. Supplementary Conditions (pages ____ to ____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: Presque Isle Marina Rehabilitation Project – Phase III, Contract II – Parking Lot Rehabilitation.
9. Addenda (numbers __ to ____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages __ to ____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. Certificate of Owner's Attorney and Agency Concurrence
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
12. Appendices
    a. Marquette County Soil and Sedimentation Control Permit

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 6/7/2023 (which is the Effective Date of the Contract).

OWNER: The City of Marquette	CONTRACTOR:
_____	ASSOCIATED CONSTRUCTORS LLC
By: _____	By: Peter J O'Donnell
Title: _____	Title: OWNER
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: GERALD D'AMBROSIO
Title: _____	Title: CONSTRUCTION MANAGER
Address for giving notices:	Address for giving notices:
_____	14 INDUSTRIAL PARK DR
_____	NEGAUNEE MI 49866
_____	_____
	License No.: 262100045 (where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2023

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

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

PRODUCER	CONTACT NAME: Rachel Shellum	
Gauthier Insurance P.O. Box 376 219 S. Main Street Ishpeming MI 49849	PHONE (A/C, No, Ext): (906) 485-6391	FAX (A/C, No): (906) 485-1277
	E-MAIL ADDRESS: Rachel@Gauthierinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Casualty Company	21415
INSURER B: EMCASCO Insurance Company	21407
INSURER C: Accident Fund National	12305
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ASSOCIATED REDI MIX
DBA ASSOCIATED CONSTRUCTORS, LLC
PO BOX 970
MARQUETTE MI 49855-0970

COVERAGES **CERTIFICATE NUMBER:** MASTER 22-23 **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		6D38395	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6E38395	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			6J38395	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100083028	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment Coverage			6C38395	10/01/2022	10/01/2023	Aggregate Limit Deductible	$400,000 $1,000

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

Certificate holder is listed as Additional Insured with regards to General Liability.

Premiums paid to date.

CERTIFICATE HOLDER

City of Marquette
300 W Baraga Avenue
Marquette MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

COLEMAN ENGINEERING COMPANY
CIVIL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440

May 5, 2023

Mr. Jon Swenson, Director
City of Marquette
Parks and Recreation Department
401 Fair Avenue
Marquette, MI 49855

Re: Presque Isle Marina Rehabilitation Project – Phase III
Contract II – Parking Lot Rehabilitation
Recommendation of Award

Dear Mr. Swenson:

Coleman Engineering Company (CEC) has reviewed the bids received on May 3, 2023, for the above referenced project. CEC has prepared and attached a bid tabulation.

The apparent low base bid was received from Associated Constructors, LLC in the amount of $124,112.50 for the work specified in the Contract Documents. The Contract Documents also included two (2) Alternates; the apparent low bid for both of the Alternates was also received from Associated Constructors, LLC. Submitted bid figures for the Alternates can be found on the Bid Tabulation. CEC has verified that all of the required forms for bidding were submitted. CEC has worked with Associated Constructors, Inc. in the past and have found them to be a responsible bidder.

If the City accepts the bid received from Associated Constructors, Inc., an award should be made considering the bid Alternates and whether or not the City chooses to incorporate the additional work into the contract.

If you decide to make the award to Associated Constructors, Inc., we will prepare the Notice of Award. There are requirements listed on the Notice of Award that Associated Constructors, Inc. will need to fulfill prior to completion of the award process. These requirements include providing bonds and insurance certificates.

We will send the prepared Notice of Award to you to be signed. Then, we will distribute the executed Notice of Award to the Contractor, along with other required contractual items. When the contract is complete, we will provide you with a fully executed set of contract documents.

Please be aware this analysis is not binding on the City and we can change the award as you direct.

Please contact me if you have any questions or require additional information.

Sincerely,
COLEMAN ENGINEERING COMPANY

Kevin Strelcheck
Project Manager

KS/mb

Attachments

City of Marquette

BID TABULATION - City of Marquette
Presque Isle Marina Rehabilitation Project - Phase III, Contract I - Parking Lot Rehabilitation
220533

Item No.	Descripton of Work	Unit	Qty.	Associated Constructors, LLC Unit	Associated Constructors, LLC Total	Oberstar, Inc. Unit	Oberstar, Inc. Total
BASE BID							
1	Mobilization, Max. $9,000	LS	1	$ 9,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00
2	Erosion Control	LS	1	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00
3	HMA, Surface, Rem	LS	1	$ 23,000.00	$ 23,000.00	$ 16,000.00	$ 16,000.00
4	Aggregate Base	Ton	350	$ 17.25	$ 6,037.50	$ 58.00	$ 20,300.00
5	Prepare Foundation for Asphaltic Paving (Project)	LS	1	$ 19,200.00	$ 19,200.00	$ 16,000.00	$ 16,000.00
6	HMA, Type 5EL	Ton	350	$ 175.50	$ 61,425.00	$ 195.00	$ 68,250.00
7	Signs, Type IIIA	SFT	2	$ 200.00	$ 400.00	$ 250.00	$ 500.00
8	Cl II Granular Material, 3-inch	SY	610	$ 5.00	$ 3,050.00	$ 10.00	$ 6,100.00
				SUBTOTAL:	**$ 124,112.50**	**SUBTOTAL:**	**$ 140,150.00**
BID ALTERNATE 1							
9	Sidewalk, Rem	SY	28	$ 79.00	$ 2,212.00	$ 12.00	$ 336.00
10	Remove Existing Lighting System	LS	1	$ 6,050.00	$ 6,050.00	$ 6,050.00	$ 6,050.00
11	Sidewalk, Conc, 4 Inch	SFT	250	$ 11.00	$ 2,750.00	$ 15.00	$ 3,750.00
12	Conduit Rigid Nonmetallic Schedule 40, 3/4-inch	LF	335	$ 9.35	$ 3,132.25	$ 10.00	$ 3,350.00
13	Conduit Rigid Nonmetallic Schedule 40, 1-inch	LF	375	$ 11.16	$ 4,185.00	$ 11.00	$ 4,125.00
14	Concrete Light Pole Base	EA	5	$ 467.50	$ 2,337.50	$ 500.00	$ 2,500.00
15	Restoration, Lawn	LS	1	$ 2,200.00	$ 2,200.00	$ 5,000.00	$ 5,000.00
				SUBTOTAL:	**$ 22,866.75**	**SUBTOTAL:**	**$ 25,111.00**
				Base Bid + Alt. 1	**$ 146,979.25**	**Base Bid + Alt. 1**	**$ 165,261.00**
BID ALTERNATE 2							
16	Electrical Wire Lighting 12 AWG	LF	1,125	$ 4.13	$ 4,646.25	$ 5.00	$ 5,625.00
17	Light Pole	EA	5	$ 2,350.60	$ 11,753.00	$ 2,350.00	$ 11,750.00
18	Luminaire Arms	EA	5	$ 850.00	$ 4,250.00	$ 850.00	$ 4,250.00
19	Street Luminaire	EA	5	$ 712.00	$ 3,560.00	$ 715.00	$ 3,575.00
20	Modify Existing Lighting Controller	LS	1	$ 3,025.00	$ 3,025.00	$ 3,040.00	$ 3,040.00
				SUBTOTAL:	**$ 27,234.25**	**SUBTOTAL:**	**$ 28,240.00**
				Base + Alt. 1 + Alt. 2	**$ 174,213.50**	**Base + Alt. 1 + Alt. 2**	**$ 193,501.00**

Agenda Date: 6/12/2023

Consent Agenda
Schedule Public Hearing - Preliminary Planned Unit Development Plan for 480 River Park Circle

BACKGROUND:

On June 6, 2023 the Planning Commission examined the application materials, preliminary site plans, Staff File Report and Analysis, and held a public hearing for a Preliminary Planned Unit Development request for the property situated at 480 River Park Circle. After conducting the public hearing and their deliberations, the Planning Commission voted to recommend approval of the request:

It was moved by K. Clegg, seconded by A. Andres, and carried 7-1 that after review of the PUD site plan and pattern book dated May 2023, and the staff file review/analysis for 01-PUD-05-22, the Planning Commission, who previously established that the PUD met 5 out of 10 required objectives and the criteria to be eligible for a PUD of Section 54.323(F) of the Marquette City Land Development Code, and the preliminary PUD Plan meets Section 54.323(H) of the Marquette City Land Development Code, recommends that the PUD be approved by the Marquette City Commission with the following condition:
- an amended plan is submitted to meet staff comments for the final site plan review.

Yes: M. Rayner, S. Lawry, D. Fetter, N. Williams, K. Clegg, A. Andres, S. Mittlefehldt
No: W. Premeau

FISCAL EFFECT:

There may be a minor change in the taxable value of the property.

RECOMMENDATION:

Schedule a Public Hearing for the proposed Planned Unit Development for 480 River Park Circle, to be held during the City Commission's regular meeting of July 10, 2023.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Staff File Report-Analysis for 01-PUD-05-22
- Shophouse Park Letters of Support

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: June 2, 2023
SUBJECT: **01-PUD-05-22 (07-SPR-06-23) – Preliminary PUD plan review for 480 River Park Circle (PIN: 1000120)**

The Planning Commission is being asked to review an application for a preliminary Planned Unit Development (PUD) approval. The Planning Commission "qualified" the project for a PUD on May 17, 2022. The Planning Commission will need to conduct a public hearing for a preliminary site plan review and draft a recommendation to the City Commission, who will issue or deny final approval of the PUD.

Please see the attached STAFF FILE REVIEW/ANALYSIS for a complete review of the proposal.

All notices have been sent in accordance with the Land Development Code and State Law. No correspondence has been received.

RECOMMENDED ACTION:

In accordance with the Land Development Code, the Planning Commission should hold a public hearing, review the proposed PUD site plan and support information provided in this packet, and make a recommendation to the City Commission regarding the proposed PUD.

It is also highly recommended that any recommendation regarding the PUD site plan include:

After review of the PUD site plan and pattern book dated May 2023, and the STAFF FILE REVIEW/ANALYSIS for 01-PUD-05-22, the Planning Commission, who previously established that the PUD met 5 out of 10 required objectives and the criteria to be eligible for a PUD of Section 54.323(F) of the Marquette City Land Development Code, and the preliminary PUD Plan meets Section 54.323(H) of the Marquette City Land Development Code, recommends that the PUD be (approved/denied) by the Marquette City Commission (for the following reasons/with the following conditions).

- Staff recommends a condition of approval that an amended plan is submitted to meet staff comments for the final site plan review.

STAFF FILE REVIEW/ANALYSIS

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

File Number: 01-PUD-05-22

Date: June 2, 2023

Project/Application: Preliminary PUD Approval and Site Plan Review for a proposed Planned Unit Development (PUD) for the following uses within buildings and on the parcel: 14 live/work dwellings, hospitality/service use/indoor restaurant, light industrial, professional office/remote work, outdoor food & beverage service, child or day care center, outdoor entertainment and community events, tourism/outdoor recreation for van & RV parking/camping, tent camping, and trails.

Location: 480 River Park Circle

Parcel ID: 1000120

Available Utilities: Electricity, City Water, City Sewer, and Garbage Collection. Natural Gas line is located less than 100-ft from this parcel.

Current Zoning: IM – Industrial/Manufacturing

Surrounding Zoning:
North: M - Municipal
South: IM – Industrial/Manufacturing
East: IM – Industrial/Manufacturing
West: CR – Conservation & Recreation and BLP – Board of Light and Power

Zoning District and Standards:

Current Zoning – IM

Section 54.317 IM, Industrial/Manufacturing District

(A) Intent
It is the intent of the Industrial/Manufacturing district to regulate the establishment of industrial uses in the city in such a way as to prevent the deterioration of the environment to protect the desired qualities of adjoining districts and to exert a minimum nuisance on adjacent uses within this district.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Food Production, Minor • Gasoline Service Stations • Indoor Recreation • Manufacturing, Light • Office, Medical • Office, Professional	• Accessory Use, Non-Single Family Residential Lots • Adult Entertainment Uses • Major Repair and Maintenance Operations • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C

• Public or Governmental Building • Railroad Facilities • Religious Institution • Retail Business, Indoor • Service Establishment • Storage, Open • Vehicle Repair and Service • Veterinary Clinic (Domestic Animals Only) • Warehousing • Wholesale Trade Establishment • Wholesaling Operations • Wireless Telecommunications Facilities	• Marihuana Grower – Excess • Marihuana Microbusiness – Light Manufacturing • Marihuana Microbusiness – Heavy Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Processor – Heavy Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • Manufacturing, Heavy • Pet Boarding Facility • Retail Business, Outdoor Permanent • Storage, Bulk
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		*Minimum Setbacks*	
Min. Lot Area (sq. ft.)	None	*Front Yard (ft.)*	40
Min. Lot Width (ft.)	None	*Side Yard (one) (ft.)*	20
Max. Impervious Surface Coverage (%)	*(R)*	*Side Yard (total of 2) (ft.)*	40
Max. Building Height of Primary Building (ft.) (O)	80 *(N)*	*Rear Yard (ft.)*	40
Max. Building Height of Accessory Building	60 *(N)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
IM	40 (c)	40 (c)	40 (c)	25(c)	25(c)	25(b)	N.A.	N.A

(b) Within this buffer area, one (1) tree per 20 linear feet is required, and at least 50% of the trees must be evergreen trees. Where a CBD, GC, or RC district abuts any residential district, a fence at least four (4) feet in height shall be erected within the business district boundary, except where the boundary is a public right-of-way.

(c) A staggered double row of evergreen trees spaced 15 feet on center. The planting shall be in a manner where the evergreen trees provide 80% opacity within three (3) years of planting, measured at six (6) feet above the grade. After three (3) years, if this opacity is not achieved then additional evergreen trees and/or evergreen shrubs must be planted to achieve 80% opacity at the time of their planting. Where an I-M or BLP district abuts any residential district the Planning Commission may require a screening fence, not to exceed 12 feet in height to be erected on the industrial property pursuant to *Section 54.706* to obscure the industrial use and storage from the adjacent residential property.

Proposed Zoning – PUD

Intent and Uses Allowed (staff comments, where applicable, are indicated in bold text):

Section 54.323 PUD, Planned Unit Development District

(A) Purpose. The Planned Unit Development (PUD) option is intended to encourage, with City approval, private or public development that is substantially in accord with the goals and objectives of the Community Master Plan. Development permitted under this Section shall be considered as an optional means of development only upon terms agreeable to the City. Use of the PUD option will permit flexibility in the regulation of land development and benefit the City by:

(1) Encouraging innovation through an overall development plan to provide variety in design and layout.

(2) Achieving economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities.

(3) Encouraging the creation of useful open spaces particularly suited to the needs of the parcel in question.

(4) Providing appropriate housing, employment, service, and shopping opportunities suited to the needs of residents of Marquette.

(B) Use. The PUD may be used to:

(1) Permit nonresidential uses of residentially zoned areas.

(2) Permit residential uses of non-residentially zoned areas.

(3) Permit land uses and the mixing of land uses that would otherwise not be permitted, provided the objectives are supported by the Master Plan and the intent of this Ordinance and the resulting development promotes the public health, safety, and welfare without a material adverse impact on adjoining existing and planned uses.

(C) Minimum Size. The minimum size of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:

(1) The proposed project has unique characteristics and benefits; and/or

(2) The parcel in question has unique characteristics that significantly impact development, such as unusual topography, tree stands, wetlands, poor soil conditions on portions of the parcel, water courses, unusual shape or proportions, or utility easements that cross the parcel.

In such case, the applicant must submit a letter to the City requesting a waiver of the minimum PUD size requirements. The request must be submitted at the time of the submittal of Concept and Request for Consideration of Project Qualifications (*Section 54.323(G)*). The Planning Commission shall review the request and make a recommendation to the City Commission. The City Commission shall make the final decision concerning a request to waive the PUD size requirements.

(D) Density, Layout, and Bulk.

(1) Densities, setbacks, height, lot coverage, or lot sizes may be permitted that are different from the current zoning district and unique to the proposed PUD district, provided the other objectives of this Ordinance are met and the resulting development would promote the public health, safety, and welfare. The requirements of the Riparian Overlay District must be met.

(2) The PUD shall be laid out so various land uses and building bulk relate to each other and to adjoining existing and planned uses with no material adverse impact of one use on another. Clustering development is encouraged in areas that are not located in the Riparian Overlay District.

(E) Definitions.

(1) A "Planned Unit Development" (PUD) is a zoning district that shall apply to a specific parcel of land or several contiguous parcels of land, for which a comprehensive physical plan has been recommended by the Planning Commission, approved by the City Commission, and documented in a contract (PUD Agreement) between the City and site owner/developer. Such plan and contracted development will establish functional use areas and density patterns; will provide a fixed system of streets, public utilities, drainage, and other essential services; and account for similar factors necessary for and incidental to the intended land uses. The Planning Commission may, but is not required to, consider parcels separated by a public street as eligible for inclusion in a PUD.

(2) A "Pattern Book" is a document prepared by the applicant's design firm that contains specific information on the site master plan, and architectural designs for planned buildings. Information should include specifications on building materials, size, and dimensions, building elevations, and site design elements such as pedestrian walkways, lighting, landscaping, and signage.

(F) Criteria for Qualifications. The PUD option may be permitted anywhere in the City except in the Conservation and Recreation (CR) district. To be considered for the PUD option, it must be demonstrated that all of the following criteria are met:

(G) Submittal of Concept and Request for Consideration of Project Qualifications.

Sections (F) and (G) have been omitted. The Planning Commission "qualified" the project for a PUD on May 17, 2022.

(H) Submittal and Approval of Preliminary PUD Plan. An application for Preliminary PUD Plan approval may be made for consideration with the submission of the following materials and Planning Commission review. To expedite PUD projects, the Planning Commission, at its discretion, may waive submitted information required in *Section 54.323(H)* and *Section 54.1402(C)*:

(1) Submittal of Proposed PUD Plan. An application shall be made to the Community Development Department for review and recommendation by the Planning Commission that complies with the preliminary site plan information requirements of *Section 54.1402*, including but not limited to the following graphic and written representations of the project at a scale not to be smaller than one (1) inch equals one hundred (100) feet unless approved by the City:

(a) A boundary survey of the PUD boundaries being requested completed by a licensed land surveyor.

Provided.

(b) A topographic map of the entire area at a contour interval of not more than one (1) foot and spot elevations at intervals not to exceed fifty (50) feet, unless waived.

Provided.

(c) Existing natural areas including, but not limited to, major stands of trees, bodies of water, wetlands, floodplains, steep slopes, and un-buildable areas.

Provided.

(d) A proposed land use plan.

Provided.

(e) Parcel and lot lines, land use, access points, and zoning of all parcels within 100 feet of the PUD site.

Provided.

(f) Vehicular circulation including major drives and location of vehicular access. Proposed project cross sections including public streets or private roads.

Provided.

(g) Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.

Provided.

(h) The location of nonresidential buildings and parking areas, estimated floor areas, building coverage, and number of stories and heights for each structure.

Provided.

(i) The location of residential unit types and densities, and lot parcel or land units by frontages and areas.

N/A.

(j) The location of all wetlands, water and watercourses, and proposed water detention areas.

Provided.

(k) The boundaries of open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof.

Provided in their response to Zoning Comments.

(l) A schematic landscape treatment plan for open space areas, streets, and border/transition areas to adjoining properties.

Provided.

(m) A preliminary grading plan, indicating the extent of grading and delineating any areas that are not to be graded or disturbed.

Provided.

(n) An indication of the contemplated water distribution, storm, and sanitary sewer plan.

Provided.

(o) A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking, and supporting documentation, including the intended schedule of development.

Provided.

(p) The proposed phasing of the project, tentative development timetables, and future ownership intentions. Each phase of the project should be capable of standing alone.

Provided.

(q) Minimum of two (2) site sections, showing major building relationships and building site features.

Provided.

(r) Detailed design guidelines, drawings, and / or pattern book, which depict the design character of the project; the architectural details of proposed buildings; details on various site elements such as lights, furniture, landscaping, signage; and such other information deemed appropriate by the Planning Commission.

Provided.

(2) Planning Commission Review of Proposed PUD Plan.

(a) Public Hearing and Review Procedure. The Planning Commission shall give notice of a public hearing as provided in *Section 54.1406* and hold a public hearing on the PUD and conduct a review of the PUD Plan and rezoning pursuant to the rezoning procedures of *Section 54.1405*.

(b) Planning Commission Review and Determination. The Planning Commission shall review the proposed PUD plan and make a recommendation to the City Commission as to the proposal's qualification for the PUD option and for adherence to the following objectives and requirements:

(i) The proposed PUD adheres to the criteria for qualification of the PUD option (*Section 54.323(F)*) and promotes the land use goals and objectives of the City.

To be determined by the Planning Commission. It was determined the concept PUD meet the following objectives:

(a). To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.

(b). To permanently establish land use patterns that are compatible or that will protect existing or planned uses.

(e). To guarantee provision of a public improvement that could not otherwise be required that would further the public health, safety, or welfare; protect existing or future uses from the impact of a proposed use; or alleviate an existing or potential problem relating to public facilities.

(f). To promote the goals and objectives of the Community Master Plan.

(g). To foster the aesthetic appearance of the City through quality building design and site development; the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.

(ii) All applicable provisions of this Section shall be met. Insofar as any provision of this Section shall be in conflict with the provisions of any other section of this Ordinance, the provisions of this Section shall apply to the lands embraced within a PUD area.

To be determined by the Planning Commission.

(iii) There is, or will be, at the time of development, an adequate means of disposing of sanitary sewage and of supplying the development with water, and that the road system and storm water drainage system are or will be adequate.

To be determined by the Planning Commission.

(3) Performance Guarantee. The City Commission and/or Planning Commission can require the applicant to submit a performance guarantee, escrow funds, or other such performance-based guarantees to the City as a condition of PUD approval pursuant to *Section 54.1402(H)*. The amount of the performance guarantee shall be recommended to the Planning Commission by the City Attorney after discussion with the applicant, City Engineering Department, and other involved parties.

To be determined by the Planning Commission.

Buffer and Greenbelt Requirements.
None required with PUD.

Schedule of Regulations.

Zoning District	Minimum Lot Size	Minimum Lot Width	Minimum Front Yard	Minimum Side Yard	Minimum Rear yard	Maximum Height
PUD	Per approval	Per approval	Per approval	Per approval	Per approval	Per approval

Relationship to *Site Plan Review* Standards (Staff Comments in Bold Text):

Per Section 54.1402 of the Land Development code:

(E) Site Plan Review Standards. In addition to the development standards of this Ordinance as well as the underlying zoning district, each site plan shall be designed to ensure that:

(1) *Public Health, Safety, and Welfare. The uses proposed will not harm the public health, safety, or welfare. All elements of the site plan shall be designed to take into account the site's topography, the character of adjoining property, and the type and size of buildings. The site shall be developed so as not to impede the normal and ordinary development or improvement of surrounding property for uses permitted in this Ordinance.*

The proposed site plan is for the following uses within buildings and on the parcel: 14 live/work dwellings, hospitality/service use/indoor restaurant, light industrial, professional office/remote work, outdoor food & beverage service, child or day care center, outdoor entertainment and community events, tourism/outdoor recreation for van & RV parking/camping, tent camping, and trails. The proposal is not anticipated to harm the public health, safety, or welfare.

(2) *Safe and Efficient Traffic Operations. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, and other elements such as walkways shall be designed to promote safe and efficient traffic operations within the site and at its access points.*

The proposal indicates a new curb cut and driveway from River Park Circle to the site and the applicant is asking in their variance document to not have to pave the parking lot and driveway. They are asking for a "permeable cover that will both temper storm water runoff and allow for flexibility in the final design". The proposal also has pedestrian paths/ trails on the site.

(3) *Vehicular and Pedestrian Circulation. The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned street and pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of schools, playgrounds, shopping centers, and other uses which generate a considerable amount of pedestrian traffic.*

The proposal has pedestrian paths/ trails on the site which is separated from the vehicular circulation system.

(4) *Topography and Landscaping. The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding property.*

See Sheet A104 for the landscaping plan. Please see Zoning comments and applicant's responses regarding the proposed landscaping for the site.

(5) *Storm Water Management. Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water on all paved areas shall be collected so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.*

Stormwater runoff will be treated with an on-site retention basin that will have to be designed in accordance with City requirements, and provided with the final site plan review.

(6) *Emergency Vehicle Access. All buildings or groups of buildings shall be arranged so as to permit emergency vehicle access as required by the Fire Department and Police Department.*

The Police Department had no comments. Please see applicant's response to the Fire Department.

(7) *Outdoor Storage and Loading and Unloading Areas. All outside storage areas, including refuse storage stations, shall be screened from the view of the street and/or adjacent residentially zoned properties. All loading and unloading areas shall be reasonably screened for residentially zoned properties.*

Location of the dumpster is provided on Sheet A104, and page 7 of the pattern book provides dumpster enclosure materials which do not meet the Land Development Code. Please see applicant's response to Zoning comments regarding the dumpster enclosure materials and their variance request. The applicant will be using the maneuvering lane in the parking lot for loading/unloading zone.

(8) *Lighting. Exterior lighting shall be arranged so that it is deflected away from adjacent properties and bodies of water so that it does not impede the vision of traffic along adjacent streets or impair navigation on the waterway. Flashing or intermittent lights shall not be permitted.*

The pattern book indicates the proposed lights. Please see the applicant's response to zoning comments regarding the height of the lights.

(9) *Location of Building Entrances. For consistency in areas where adjoining properties face the street, the Planning Commission may require that primary structures shall be oriented so that their main entrance faces the street upon which the lot fronts. If the development is on a corner lot, the main entrance may be oriented to either street or to the corner.*

The main entrance of building 2 faces the parking lot, which is towards the street. Building 1, 3A, 3B, 3C, and 4 face the pedestrian paths or parking lot.

(10) *Nuisances. No noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.*

The Planning Commission should discuss this with the applicant to verify that no noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.

(11) *City of Marquette Engineering Design and Construction Standards. The site plan must comply with the City of Marquette Engineering Design and Construction Standards.*

Please see applicant's response to Engineering comments. Staff is requesting that a revised site plan is submitted to meet staff comments for the final site plan review if the PUD request is approved.

Additional Comments:

Per the applicant's letter, the applicant is requesting the following variances:

- **Dwelling Live/Work, Outdoor Recreation, Indoor and outdoor Food and Beverage Service, Child Care.**
    - **These uses are currently not allowed in IM.**
- **To not have to pave the parking lot and driveway. They are asking for a "permeable cover that will both temper storm water runoff and allow for flexibility in the final design"**
- **The proposed dumpster enclosure materials do not meet the LDC, they are asking for a variance to allow wood for the enclosure.**
- **They are asking for a parking variance. Please see their response to zoning comments regarding parking.**
- **They are requesting a variance to have to add landscaping. Please see response to zoning comments regarding landscaping.**

Attachments:

- Applicant's Application and attachments (Letter to the Planning Commission and Variances from Ordinances)
- PD - no comments
- Applicant's response to Zoning, Engineering, Fire, and DPW Staff comments
- Area Map
- Block Map
- Zoning Map
- Photos of Site
- Pattern book
- Site Plan set

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

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION

CITY STAFF USE

Parcel ID#: 1000120 File #: 01-PUD-05-22 Required Narrative Submitted: Y/N
Receipt #: 301201 Check #: 1040 Received by and date: 5-9-23 AMC
~~Concept Plans~~ (12 copies) Submitted: Y/N Hearing Date:_____ Notice Date:_____
Preliminary Plan & Pattern Book (12) Submitted: Y/N Hearing Date: 6-6-23 Notice Date: 5-19-23
Final Site Plan(12) Submitted: Y/N Contract signed: Y/N Meeting Date:_____
Amendment Plan (12) Submitted: Y/N Meeting Date:_____

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

FEE SCHEDULE

☐PUD Criteria Qualification	$815
☑PUD Review *(includes Site plan Review)*	~~$3,860~~ $730
PUD Revision – Administrative Minor	
☐Residential (additions, etc.)	$155
☐Commercial structure, ≥ 3 residential units	$765
☐PUD Revision - Major	$1,880

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the Planning Commission page for filing deadline and meeting schedule.

Please review the attached:
- ☐PUD Timeline
- ☐PUD Checklist
- ☐Excerpts from the City Land Development Code
  - Section 54.323 Planned Unit Development
  - Section 54.1402 Site Plan Review

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Hoponassu OZ LLC
Address: 420 East Prospect St
City, State, Zip: Marquette, MI 49855
Phone #: 906-360-8467
Email: daveo@shophousepark.com

APPLICANT/OWNER'S REPRESENTATIVE

Name: David Ollila
Address: 420 East Prospect St
City, State, Zip: Marquette, MI 49855
Phone #: 906-360-8467
Email: daveo@shophousepark.com

PRE-APPLICATION CONFERENCE

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

PROPERTY INFORMATION

Property Address: 480 River Park Circle

Property Identification Number: 1000120

Size of property (frontage / depth / sq. ft. or acres): 3.44 Acres

Zoning District: Industrial Manufacturing

Current Land Use: Vacant/Trail

Surrounding Zoning Districts:

North - Municipal
East - Industrial Manufacturing
South - Industrial Manufacturing
West - Conservation Recreation/ BLP

Surrounding Land Use:

North - Dormant Rail Way/River
East - Storage Facility
South - Distribution Warehouse
West - Vacant/Recreation

PLANNED UNIT DEVELOPMENT INFORMATION

Percentage of Land Use by Type

	Residential	Commercial/ Institutional	Industrial	Open Space	Other	Total
# of Acres	.1 Live/Wrk			2.6	.7	3.44
% of Total	3%			76%	21%	100%

Residential Density

Type of Unit	Number of Units	Net Acres	Net Density
Single Family Home			
Town Home			
Apartments			
Other	12 Live/Work	.11	109
Total			

Net Acres - Land development for land use type not including right-of-way
Net Density - Number of Units/Net Acres

VARIANCES FROM ORDINANCE(S)

THIS IS A REQUIRED SECTION. FAILURE TO FILL OUT MAY INDICATE THAT THE PROPERTY CAN BE DEVELOPED UNDER CURRENT ZONING DISTRICT STANDARDS.

Please list and justify the request variance(s) from the Zoning or Subdivision Ordinances (attach additional pages if necessary):

Please see attached

REVISIONS TO PUD

Please list the proposed revisions to your approved PUD (attach additional pages if necessary):

SIGNATURE

I hereby certify the following:

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

Property Owner Signature: _____ Date: 5/9/2023

Applicant Signature: _____ Date: 5/9/2023

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

CITY OF MARQUETTE
SITE PLAN REVIEW APPLICATION

CITY STAFF USE

Parcel ID #: 1000120 incln 01-PUD-05-22 File #: 07-SPR-06-23

Receipt/Inv #:_____ Check #:_____ Received by and date:_____

Site Plan Sheet set (PC Review - 6 copies/Admin Review - 3 copies) Submitted: Y/N Digital Copy: Y/N

If applicable - Hearing Date: 6-6-23 Notice Date: 5-19-23 Application complete (checklist, etc): Y / N

Does the site plan meet the required items: Y / N

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

Businesses may need to be made accessible to the public and employees per the Americans with Disabilities Act and State Construction Code.

FEE SCHEDULE (We can only accept Cash or Check (written to the City of Marquette))

Commercial, Industrial, Residential with 3 or more units, and Final PUD Site Plan (includes zoning compliance fee)

☐ Sketch Plan	$900
☑ Preliminary SPR	$1,785
☐ Administrative Review (CDRT review)	$1,960
☐ Administrative Review (Non-CDRT review)	$1,030
☐ Planning Commission Review	$2,240

Revised Site Plan (Developer Initiated)

☐ Administrative Review (CDRT)	$1,475
☐ Administrative Review (Non-CDRT review)	$1,000
☐ Planning Commission Review	$1,705

Site Condominium

☐ Site Condominium Review	$1,940
☐ Revised (Developer Initiated)	$940

Plats/Subdivision

☐ Preliminary	$1,940
☐ Final	$1,940
☐ Revised	$940

☐ Site Plan Review fee is included in the Special Land Use Permit or Planned Unit Development application fees

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

Planning Commission page for filing deadline and meeting schedule
Excerpts from the City Land Development Code

- Section 54.1402 Site Plan Review (this is attached to the application).
- Section 54.1401 Zoning Permits and Zoning Compliance Review.
- If you are applying for a Site Condominium/Plat/Subdivision, please review Article 5.

STORMWATER

Will you be managing stormwater and applying for a stormwater utility fee reduction? ☑ Yes ☐ No
If yes, please refer to the Stormwater Utility Fee Reduction Application on the City website at www.marquettemi.gov under the Engineering applications.

PRE-APPLICATION CONFERENCE

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

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name Hoponassu OZ LLC
Address 420 E Prospect St
City, State, Zip Marquette Mi 49855
Phone # 906-360-8467
Email daveo@shophousepark.com

APPLICANT/OWNER'S REPRESENTATIVE

Name David Ollila
Address 420 E Prospect St
City, State, Zip Marquette, Mi 49855
Phone # 906-360-8467
Email daveo@shophousepark.com

ARCHITECT

Name Aaron S. LeppanenT+E+A+M & LeppanenAnker
Address 117 North 6th St
City, State, Zip Marquette, Michigan
Phone # 906-361-6510
Email aaron@leppanenanker.com

ENGINEER

Name GEI GEORGE M. MEISTER, P.E.
Address 109 W. Baraga Avenue,
City, State, Zip Marquette, MI 49855
Phone # 906.662.4747
Email gmeister@geiconsultants.com

SURVEYOR

Name Van Neste Surveying, LLC (1987)
Address 1402 Kimber Avenue
City, State, Zip Marquette, MI 49855
Phone # 906-226-6241
Email vnsurvey@att.net

PROPERTY INFORMATION

Property Address: 480 River Park Park Circle

Property Identification Number: 1000120

Size of property (frontage / depth / sq. ft. or acres): 3.44 Acres

Zoning District: Industrial Manufacturing

Current Land Use: Vacant - Trails

Surrounding Zoning Districts:

- **North -** Municipal
- **East -** Industrial Manufacturing
- **South -** Industrial Manufacturing
- **West -** Conservation Recreation

Surrounding Land Use:

- **North -** Dormant Railway/River
- **East -** Storage Facility
- **South -** Distribution Wharehouse
- **West -** Vacant/Recreational

DESCRIPTION OF PROJECT

Proposed use(s): Live and work

Proposed structures (including stairs) and dimensions, building style, and materials:

See site plan, pattern book and letters to commission

Proposed site improvements:

X

Proposed phases and timelines for work:

See Site plan, PUD application and letters to commision

Ultimate ownership: Ownership to remain private with Hoponassu OZ LLC

SIGNATURE

I hereby certify the following:

1. I desire to apply for a site plan review indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
2. The request would not violate any deed restrictions attached the property involved in the request.
3. I have read the attached Site Plan Review section of the Land Development Code and understand the necessary requirements that must be completed.
4. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that is does not assure approval of the plan.
5. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full.
6. I acknowledge that no work can commence until the review process has been completed (includes clearing and earthwork).

Applicant Signature: _____ Date: 5/12/2023

1. I am the legal owner of the property for which this application is being submitted.
2. I authorize City Staff and the Planning Commission members to inspect the site.
3. If the applicant is other than the owner, the owner hereby grants permission for the applicant to act on his/her behalf.

Property Owner Signature: _____ Date: 5/12/2023

Project Name: Shophouse Park File #: 07-SPR-0623

Parcel #: 1000120

PLEASE VERIFY THAT YOU HAVE ADDRESSED ALL THE ITEMS ON THIS LIST IN YOUR SITE PLAN. IF THERE IS NOTHING SHOWN ON THE SITE PLAN PLEASE INCLUDE A STATEMENT AS TO WHY IT HAS NOT BEEN SHOWN, OR MARK IT "NOT APPLICABLE". FAILURE TO ADDRESS THESE ITEMS WILL DELAY APPROVAL. SITE PLAN REVIEW WILL NOT BE SCHEDULED UNTIL COMPLETE PLANS ARE SUBMITTED.

	Site Plan Information Required (See Figure 52 in LDC)	APPLICANT: Location in site plan	APPLICANT: N/A attach reason
1	The applicant's name.	x	
2	Name of the development.	x	
3	The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.	X	
4	Small scale location sketch of sufficient size and scale. **(SKETCH PLAN ONLY)**		N/A
5	A survey of the property, sealed by a surveyor licensed in the State of Michigan.	X	
6	Date of preparation and any revisions.	x	
7	North arrow.	x	
8	Complete and current legal description and size of property in acres.	Boundary Map	
9	Property lines and dimensions drawn to scale.	x	
10	Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site.	Application	
11	Lot lines and all structures on the property and within 100 feet of the site's property lines.	X	
12	Locations of all significant natural features – streams, wetlands and floodplains (see Section 54.805), steep slopes (see Section 54.806), woodlands and protected trees (see Section 54.807).	X	
13	Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*	X	
14	Any existing private or public easements	x	
15	Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.	Site plan	
16	Locations of existing utilities.	Site plan	
17	Existing topography at a minimum of two (2) foot contour intervals.	x	
18	Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See *Article 3*, *Article 4*, and *Article 7*.	X	
19	Floor area and ground coverage ratios. See *Article 3* and *Article 4*.	Application	
20	Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code. **(Preliminary Site Plan submittal only)**	X	
21	Proposed topography with a site grading plan with topography at a maximum of two (2) foot contour intervals.	X	
22	Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54 806*	X	

		APPLICANT	
		Location in site plan	N/A attach reason
23	Location and method of screening for all waste dumpsters. See *Section 54.1003(F)*	Pattern Book	
24	Location and dimensions of parking spaces. See *Article 9.*	X	
25	General landscaping design concept acceptable to the Zoning Administrator. **(SKETCH PLAN ONLY)**	X	
26	A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade. See *Article 10*	X	
27	Details of exterior lighting including locations, height, and method of shielding. See *Section 54.802.*	Pattern book	
28	The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See *Article 11.*	X	
29	Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per *Section 54.803.* Any proposed public or private easements.	X	
30	Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.		
31	If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed.	X	
32	General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See *Section 54.907.* **(SKETCH PLAN ONLY)**	X	
33	Street horizontal and vertical dimensions, including curve radii.	Architectural	
34	Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See *Section 54.907.*	X	
35	Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.	X	
36	Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See *Section 54.907.*	X	
37	Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.	X	
38	Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.	X	
39	Written verification of access easements or agreements, if applicable.	x	

	ENGINEERING DEPT	APPLICANT: Location in site plan	APPLICANT: N/A attach reason	DEPARTMENT: Approved / Waived
	Please refer to the Engineering Department General Guidelines and Standards for Street and Utility Design: https://marquettemi.gov/wp-content/uploads/2018/07/Design-and-Construction-Standards-Rev.-5-4-16.pdf			
	Will you be managing stormwater and applying for a stormwater utility fee reduction? ☑ Yes ☐ No If yes, please refer to the Stormwater Utility Fee Reduction Application: https://marquettemi.gov/wp-content/uploads/2017/07/stormwater_utility_fee_reduction_application.pdf			
40	Include under general statements: "All utility construction work to be accepted by the City of Marquette into their utility system and all work done in public rights-of-way or easement must be done in accordance with Michigan Department of Transportation and City of Marquette standards and specifications"			
41	Curb cut, water, sanitary sewer, storm sewer permits, etc. required? (obtain prior to construction activities)			
42	Vehicle maneuvering lane size			
43	Pavement width/type			
44	Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas			
45	Storm sewer in right-of-way shall be reinforced concrete			
46	Sumps in catch basins?			
47	Plans to be stamped, dated and signed by a professional engineer			
48	Is the downstream storm sewer capacity adequate?			
49	Verify that storm water runoff volume or velocity is not increased onto adjacent properties			
50	Does any earthwork disturb adjacent properties?			
51	Wetland concerns/proper permits obtained?			
52	Traffic impact minimal to existing conditions (stacking, etc)?			
53	Vehicular and non-motorized circulation			
54	Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?			
55	Is there a hydrant at the end of any proposed dead end water main?			
56	Size and material type of proposed and existing utilities shown?			
57	Street horizontal and vertical dimensions, radii			
58	Width and materials for non-motorized paths			
59	Dimension of access points including distance from adjacent driveways or intersecting streets			
60	Profiles will be shown for all utilities to be accepted by the City of Marquette into their utility system. All grades, pipe sizes, pipe materials, inverts and rim elevations will be shown on the profiles (water mains must have a minimum of 6 feet of cover, sanitary sewer mains must be installed under water mains with 1 5 feet of clearance			

	PUBLIC WORKS DEPT.	APPLICANT		DEPARTMENT
		Location in site plan	N/A attach reason	Approved / Waived
61	Delineate & dimension all public or private easements			
62	Show public utility main locations & sizes within 100 feet of property boundary			
63	Extension or re-routing of public utility systems required			
64	Capacity and condition concerns of existing utility lines to serve the project			
65	Abandonment of existing utility lines associated with the project			
66	Location of existing and proposed utility services (with sizes), including storm water to be shown			
67	Utility metering requirements of the project			
68	Backflow and cross connection requirements applicable to the project including any proposed irrigation systems			
69	Sanitary waste pretreatment requirements			
70	Adequate snow storage provided on the property, without clear vision or utility obstructions			
71	Provisions to collect drainage from snow storage areas collected on property			
72	Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)			
73	Additions or changes to public signing or traffic control required or recommended			
74	Additions to existing public sidewalks, or plowed routes, required or recommended			
75	Impact of project on public snow removal/storage			
76	Effect on plowing or ice control priorities			
77	New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements			
78	Adequate, proper, and accessible on-site waste storage			
79	Adequate clearances and clear vision maintained for maintenance and sanitation equipment			
80	Removal, trimming, or planting of public trees required			
81	Maintenance-friendly design for any portions of the project to become public property			
82	Storage of hazardous materials associated with the project near public utilities			
83	Blasting near public utilities associated with the project			

	FIRE DEPARTMENT DEPT.	APPLICANT Location in site plan	APPLICANT N/A attach reason	DEPARTMENT Approved / Waived
84	Buildings meet NFPA standards/NFPA Life Safety Code 101/ BOCA National Property Maintenance Code			
85	Proper water supply for fire suppression including fire hydrants and water mains			
86	Safe outlets for flushing fire hydrants			
87	Easements to test hydrants			
88	Water supply meets NFPA standards			
89	Fire Apparatus Access			
90	Surface Construction			
91	Ability to support fire trucks			
92	Fire truck angle of approach			
93	Outside turning radius			
94	Grade of drive or road ok			
95	Overhead clearance adequate			
96	Driveways and access roads meet NFPA standards			

	POLICE DEPARTMENT DEPT.			
97	Cross reference with accident data at nearest intersection(s)			

	ANY ADDITIONAL INFO			
98	Any additional info necessary to establish compliance with City Ordinances, State, or Federal Laws			

5-9-2023

Hoponassu OZ LLC
David Ollila
420 E Prospect St
Marquette, Mi 49855
daveo@Shophousepark.com

To the Marquette City Planning Commission,

Please except this formal request for consideration of a Planned Unit Development for Lot 12, 480 River Park Circle, Marquette, MI. #1000120

It is the intent of Hoponassu OZ LLC, to develop Lot 12, 480 River Park Circle in Marquette, MI into a mixed-use property, strategically positioned to serve the entire vertical value chain of the outdoor recreation industry. From innovator to end user, multiple live/work buildings or "Shophouses", totaling up to 40,000 square feet will be strategically positioned across 3.44 acres and will serve multiple and variable purposes. This is a placemaking project with the goal of blending the natural setting and existing trails with economic growth opportunities, housing solutions, business attraction and retail services. The property is uniquely positioned at the confluence of commercial and recreational activity and serves as a four-season multimodal trail corridor.

The development will be laid out to complement the natural topography to create an innovative, park-like setting. All structures will share ecologically sustainable design and construction with each building offering live and work capabilities. The anticipated building and use schedule for phase 1 is as follows:

Building #	Footprint	Stories	Units	Shop space	Live/Workspace	Total Sq.Ft	Est. Height
1	576	2	3	1	2	1,152	32'
2	2880	2+	4	4	3	5,760	32'
3	960	2	4	1	3	1920	18'
4	144	1	1	0	1	144	16'

Accessory structures and amenities:

Zone/Structure #	Type	Area	Stories	Total Sq.Ft	Est. Height
4	Van/RV/Overland Parking	3500	N/A	3500	16'
5	Dumpsters	324	N/A	324	8'
6	Misc. Benches	360	N/A	360	3'
7	Misc. Bike Parking	200	N/A	200	8'
8	Outdoor Event Space	11,360	N/A	11,360	N/A

The purpose behind the architectural and place making design is to provide the ability to scale the project over a period of time and to allow tenants and businesses of Shophouse Park to fluctuate and respond to current economic and social climates. The goal is to build an adaptive and sustainable mixed-use development that serves the local community in both amenities and sustainable prosperity.

There are currently nine planned primary uses for the property.

1. New Venture/Innovation Support
2. Corporate Off-site Innovation
3. Housing
4. Retail
5. Hospitality
6. Light Industrial
7. Professional Office
8. Remote Work
9. Tourism

Phasing & Timing

All phases and individual buildings will have the ability to stand alone allowing for flexibility in the construction process and go to market strategy. It is the intent to start construction as soon as possible if approved by the city of Marquette.

Phase 1 - Years 1-4

- Full lot, preparation, clearing and grading.
- Full lot trunk utility infrastructure
- Full lot driveways, trails, and pathways
- Van/RV/Overland multi-purpose use areas
- Buildings 1, 2, 3, & 4

Phase 2 - Years 2-10

- Buildings 5,6,7,8

Parking

In coordination and cooperation with the City of Marquette, and the Marquette Board of Light and Power a proposed access road and public parking lot with 40 public spots on BLP owned land adjacent to lot 12 to the West will be improved to serve the purpose of public parking for the Kaufman Sports Complex and public access. This area will also serve as an access corridor to the North portion of Lot 12 through a legal easement or license.

All parking areas for lot 12 will be graded during phase 1, there will be 21 parking spots positioned on the perimeter of the development, maximizing internal green space. In addition, overflow and special event parking will be in phase 2 zone. Parking on lot 12 will be biased towards bicycles, micro mobility and pedestrian traffic with covered bicycle parking and future provisions for multi-model electric charging stations.

Schedule of development

Pending PUD and site plan approval the tentative schedule for development is as follows:

5/9/2023

Submission of PUD application

5/01/2023 – 09/01/2023

Approval and Permitting Process

Site and utility preparation

Phase 1

10/01/2023 - 11/01/2027

Construction as per table above

3/01/2024

Targeted first buildings open.

Phase 2

11/01/2026 – 11/01/2036

Future Ownership Intentions

The owners intend to hold, own, and operate the development for a minimum of 12 years.

Purpose

The purpose of this mixed-use development is directly in-line with the City of Marquette Community Master Plan, Economic Development Action Plan and Recreation Plan. Upon completion of construction and in operation will align as follows:

Master Plan

Chapter 1 Page 3

- Nurturing a "green" economy, promoting partnerships and entrepreneurship, maximizing local talent and goods.
- Maintaining a safe, multi-modal transportation system that balances the needs of work and play while conserving natural features.
- Emphasizing the safety of the most vulnerable transportation system users - pedestrians and cyclists – is prioritized.
- Valuing the opportunities of its natural assets.

Chapter 2 Recommendations table:

1. Provide variety in design and layout.
2. Achieve economy and efficiency in the use of the land for both private investment and public enjoyment.
3. Provide useful open spaces that naturally complement the landscape.
4. Provide housing, shopping, and services in addition to wealth creating opportunities by fostering innovation and attracting corporate partners.
5. Create a mixed-use development that would otherwise not be permitted, support the greater vision of the Community Master and Economic Plans that will result in the promotion of public health, safety, and welfare without any negative impacts on adjoining land or uses.

Economic Plan

https://www.marquettemi.gov/wp-content/uploads/2019/09/City-of-Marquette-Economic-Development-Action-Plan.pdf

1. Improve and diversify tax base.
2. Increase and diversify employment base.
3. Support local businesses
4. Improve Quality of life

Recreation Plan

http://www.marquettemi.gov/wp-content/uploads/2017/08/RECREATION-PLAN-FINAL-NOVEMBER-2011.pdf

1. Upgrade existing trails and connections
2. Establish City accessible trail heads.
3. Improve Kaufman Sports Complex

The specific purpose of Shophouse Park is to be the center point of establishing the region as an Outdoor Recreation Innovation District. Marquette and the Upper Peninsula have abundant assets in both trail infrastructure and innovation, design, engineering, and manufacturing talent. With the rapidly accelerating growth of the digital workforce, the electrification of outdoor mobility products. We are at a unique point in time to be first movers in the electrification of trail systems that connects rural communities and as a result position ourselves as the primary destination for the development of outdoor recreation products, experiences, and companies. In addition, Shophouse Park takes a community development approach by providing retail, restaurant, and housing in an underserved and underdeveloped area of town.

The development helps address many challenges faced in rural communities by blending uses. Shophouse Park provides a unique solution for small business and housing, while also spurring innovation and corporate attraction.

The Property meets the minimum size requirement over more than 2 acres.

The proposed development substantially meets more than three of the following objectives designed to support a PUD. The project will serve to benefit the City of Marquette in both short-term community and long-term economic development.

1. The project will permanently preserve open space and embrace the natural topography of the parcel.
2. The development will provide a natural buffer and multi-model transition from industrial to recreational assets.
3. The property represents a public improvement as this development is of the highest and best use, not only for the land but for the community at large. It will alleviate current public parking challenges, it will enhance recreational assets and will provide housing, hospitality, and retail services in an underserved area of the city.
4. The project promotes the goals and objectives of the community master plan and goes beyond to generate wealth building opportunities in response to a post covid 19, enhanced digital world.
5. This project will foster the aesthetic appearance of the City through building design and the situation thereof amongst natural trees, rocks, and trails.

Thank you for the consideration of supporting this project.

Best regards,



David Ollila

05/09/2023
Hoponassu OZ LLC
Shophouse Park
David Ollila

Variances from Ordinances:

The Shophouse Park mixed use development as proposed, is incompatible with the current Industrial and Manufacturing Zoning District. The four primary conflicts are as follows:

1. Dwelling Live/Work
2. Outdoor Recreation
3. Indoor & Outdoor Food & Beverage Service
4. Child Care

In the spirit of being encouraged to develop innovative properties in accordance with the goals and objectives of the Community Master Plan we propose that there is a higher and better use for the property beyond that of Industrial and Manufacturing. While there will be industrial activities on the property, we believe a blended approach inspired by a shift in culture will have a greater positive impact on the community. Shophouse Park as proposed will provide a natural buffer between industrial activities and recreation, it will serve as a key junction of trails and paths, it will provide housing, retail services, small business spaces, corporate attraction, and new venture support. The property and its location offer a definitive natural advantage to address multiple growth opportunities for the City of Marquette and we hope this serves as justification to support a PUD.

The requested variances are supported by the following with the city of Marquette Master Plan:

Chapter 2 -- Table 2.1: Progress since 2004 Master Plan

- Maintain all-season non-motorized connections to neighborhoods and community facilities.
- Encourage and financially support outdoor winter recreation opportunities.
- Modify zoning provisions to allow for a diversity of housing types, densities, and mixed uses.

Table 2.2: Community Master Plan Recommendations

- Develop more transit services and facilities; expand non-motorized transportation options; and emphasize universal access.
- Encourage the construction of sustainable, energy-efficient homes/buildings.
- Encourage a diversity of new housing options.
- Engage in Placemaking activities that support neighborhoods.
- Where conventional, use-based zoning is not conducive to meeting the community vision for a walkable, well-connected waterfront and downtown, it may be necessary to amend a zoning ordinance. Establishing/expanding formbased code districts that regulate structure, design, and form over land use provides greater flexibility, creating a pedestrian oriented, mixed use waterfront district that protect view-sheds, waterfront uses, public access, and water resources.
- Capitalize on the economic value of "placemaking" - planning, designing, and managing public spaces to meet the needs and desires of residents and visitors and establish a common vision -

to increase both private development and public access to the waterfront, as well as to create a more walkable downtown that embraces water resources.

- Apply smart growth principles to decisions related to land development and planning, in order to increase physical activity via active transportation (walking and biking between destinations). The following tenets of smart growth indirectly address health via supporting a robust built environment:
- Mix land uses; take advantage of compact building design; strengthen and direct development towards existing communities; and foster distinctive, attractive communities with a strong sense of place.
- Create/maintain incentives for new development/re-development in developed areas, including tax- increment financing and assistance with tax abatement program applications.
- Promote existing community parks, beaches, paths, forests, etc., by: Raising awareness about ways to enjoy the outdoors all year round, as the Arts and Culture Center raises awareness about art in the community.

Chapter 3

- Industrial zoning is needed less than in the past, as has been demonstrated by unfulfilled vacancies in "industrial parks" that were created relatively recently.

Request for flexibility in process and requirements:

As we believe this project is progressive and pushes the envelope of the current rezoning or PUD processes, we ask for a collaborative approach and the relaxing of the requirement for any detailed drawings, elevations, site sections for the preliminary plan submission. The two reasons for this request are one; that level and detail is a significant financial cost upfront with no guarantee the project is approve, whereas the cost of preparation for a PUD and the PUD filing fee is already prohibitive and limits the ability for the general population to participate in transformational projects. The second reason is that: Allowing for flexibility in design and leaving opportunities to moderately adjust plans will likely yield a higher performing and optimized development. We also ask for collaboration on items such as paving the entire parking lot and driveways, we would like to experiment and develop the best solution, preferably a permeable cover that will both temper storm water runoff and allow for flexibility in the final design to support the best possible final project.



David Ollila

5/9/2023
Date

CITY OF MARQUETTE
POLICE DEPARTMENT
300 W. BARAGA AVE.
MARQUETTE, MI 49855
(906) 228-0400
www.marquettemi.gov

MEMORANDUM

TO: Planning Commission
FROM: James Finkbeiner, Road Patrol Captain
DATE: MAY 19,2023
SUBJECT: **Review of 07-SPR-06-23 with 01-PUD-05-22.**

Parcel ID's # 1000120
480 River Park Circle
Marquette, MI. 49855

I have reviewed the plans and have no comments at this time.

Captain James Finkbeiner
Road Patrol Captain
Marquette City Police Department

MEMORANDUM

TO: Zoning, Fire, Engineering, and DPW Staff
FROM: Dave Ollila
DATE: May 26, 2023
SUBJECT: **Responses to staff comments for 01-PUD-05-22 & 07-SPR-06-23 (PIN: 1000120) – Preliminary PUD Site Plan Review**

Responses to Zoning Comments:

General Comments

1. For a PUD submittal is it a requirement to indicate "The boundaries of open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof." Sheet A104 – calls out open space. Will all of this be preserved or reserved as open space? Or is this just open space areas for Phase 1? Please revise the site plan to indicate the open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof.
    a. Please see the attached image. The southern and central portion (bright green) will be preserved open space, while the northern portion of the site will be reserved until future construction occurs.



2. Please provide your written verification of access easements or agreements.
    a. Please see the attached document.

3. Please provide the location of your snow storage areas for clearing of the parking lots.
    a. This is located in Northwest corner of the Southernmost parking lot, East of building 2. Please refer to the image below.



4. The site plan is missing your parking space calculations, please provide this. If you are under the required parking spaces, please state if you are asking for a PUD variance and reasons for such.
    a. Because this is a novel approach to place making, and because there are no calculations available in the LDC for Live/Work developments we calculated parking based on the closest available comparisons. This results in a wide range of potential results. As suggested, the basis of calculations could range from office space to production, to assembly/conference to hotel. None of these methods of calculations are a direct match. For that reason, we are seeking a variance of either the method of calculations or simply to allow a commonsense approach to identifying the proper number of parking spaces to support the development. Below is a table we used for various calculations. In a worst-case scenario 40.75 parking spaces are required, our current plan shows 14 identified spaces to serve the buildings of phase 1. In addition, as seen on page 6 of the pattern book, there are an additional 14 spaces for parking in the area marked for future development. This brings the total designated parking spots to 28. We do not feel that 40.75 parking spaces are required for phase one and ask for a variance to allow for 28 parking spots. Furthermore, we are working with the Marquette Board of Light and Power to designate public parking along the west side of the proposed western access road. In addition, the concept of Shophouse Park is to encourage micro-mobility transportation such as bicycles and the preservation of the natural landscape and conservation of green space. Should also be mentioned that the entire site is considered for the 12.39 site area spaces.

BUILDING	BASEMENT	GF SF	LOFT SF	2F SF	TOTAL SF	UNCOVERED BALCONY SF	BEDS
BUILDING 1	0.00	576.00	288.00	576.00	**1,438.00**	120.00	2.00
BUILDING 2	2,880.00	2,880.00	1,440.00	2,880.00	**10,080.00**	812.85	12.00
BUILDING 3 A	0.00	336.00	336.00	0.00	**672.00**		1.00
BUILDING 3 B	0.00	336.00	336.00	0.00	**672.00**	722.27	1.00
BUILDING 3 C	0.00	336.00	336.00	0.00	**672.00**		1.00
BUILDING 4	0.00	144.00	0.00	0.00	**144.00**	0.00	1.00
SUB TOTAL GF SF		**7,344.00**	**TOTAL SF**		**13,678.00**	**1,655.12**	**18.00**

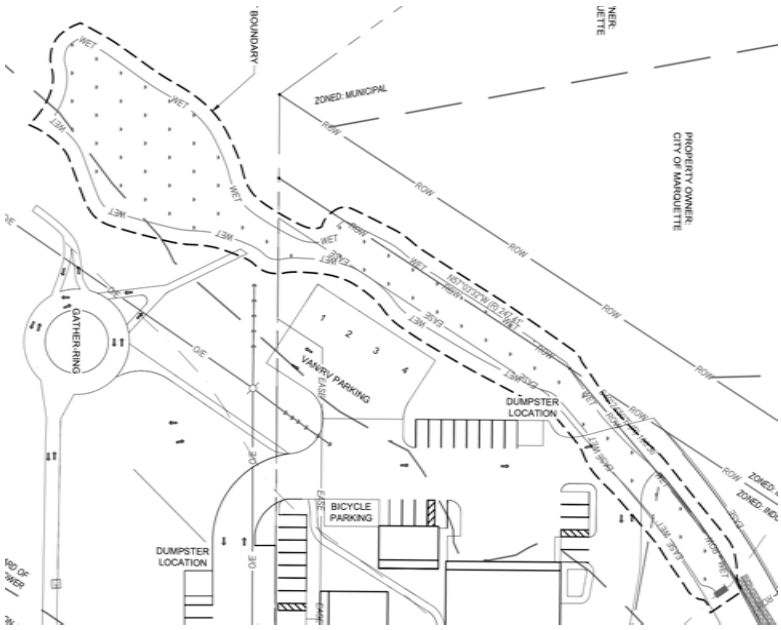
GENERAL AREAS	SF
VEHICLE CIRCULATION + PARKING	21,356.00
NATURAL PEDESTRIAN PATHS	9,480.00
BUILT AREA ON GROUND FLOOR	4,713.00
GREEN AREA	114,432.00

-2,631.00

COLOR CODE	USE	TOTAL SF	INDUSTRIAL /1500 SF	SITE AREA /10K	OFFICES /400 SF	TOTAL
	WORKSHOP	9,070.00	6.05	12.39	4.32	22.75
	HOTEL	5,758.00	-	-	-	18.00
		14,828.00				40.75

Sheet A104

1. States Riparian buffer to be determined, please revise the site plan to show the Riparian Overlay District boundary.
    a. The Riparian buffer will surround the wetland area located in the northwest corner of the site as shown below.

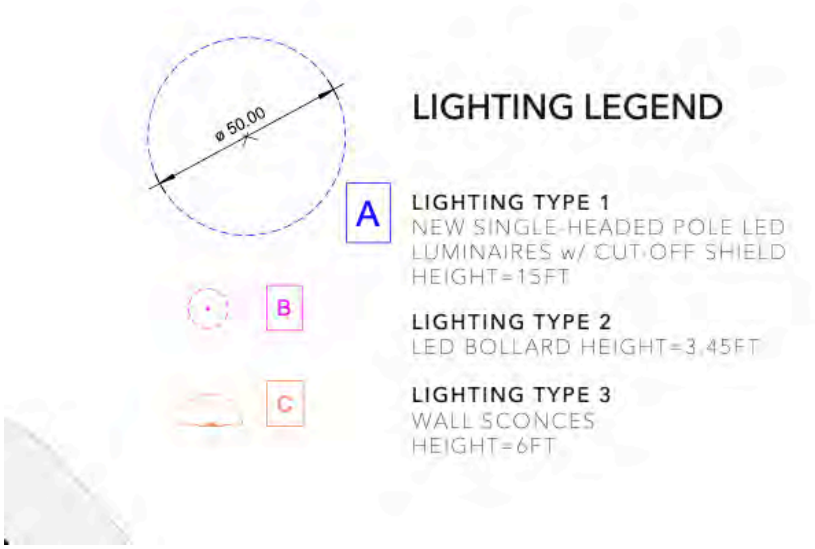


2. Please revise the site plan to meet the following "*A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade".*
    a. The site will be maintaining a natural look and feel with the existing flora. We do not foresee any new planting for this project, the concept is that the site will naturally return to the existing flora over time. We do not foresee any berms, retaining walls for fences. We are requesting a variance within our PUD to not provide new landscaping.

3. Please provide how you are meeting Sections 54.1003 (A), (B), and (C). If you are under the required landscaping requirements, please state if you are asking for a PUD variance and reasons for such. If more detailed information is required than is currently provided than we are asking for a variance from these requirements.
    a. The site will be maintaining a natural look and feel with using the existing flora.
        i. A. Street trees
            1. The southern portion of the site (along river park circle) will preserve the natural and existing conditions.
        ii. B. Frontage Landscaping
            1. The southern portion of the site (along river park circle) will preserve the natural and existing conditions.
        iii. C. Parking Lot Landscaping
            1. The Parking lot is surrounded by existing natural landscaping that will remain on the southern and eastern portions of the site.

Pattern Book page 3

1. Please provide the height of all of the Lighting types. Please revise the page to include this information.
    a. Lighting Types "A" (Street Light =15' tall, "B" (Bollard) = 3' 6" tall and "C" (wall sconce) 12" tall (approximately 7' from ground level).



2. Per the pattern book the method of screening for the waste dumpsters does not meet code. Please revise the site plan to show how you will be meeting Section 54.1003(F) of the Land Development Code (LDC) – "The enclosure must be constructed of brick, decorative concrete, vinyl composite material which matches or complements the principal building or structure"
    a. The enclosure will be constructed of treated wood. We are requesting a variance within our PUD to not meet this section.

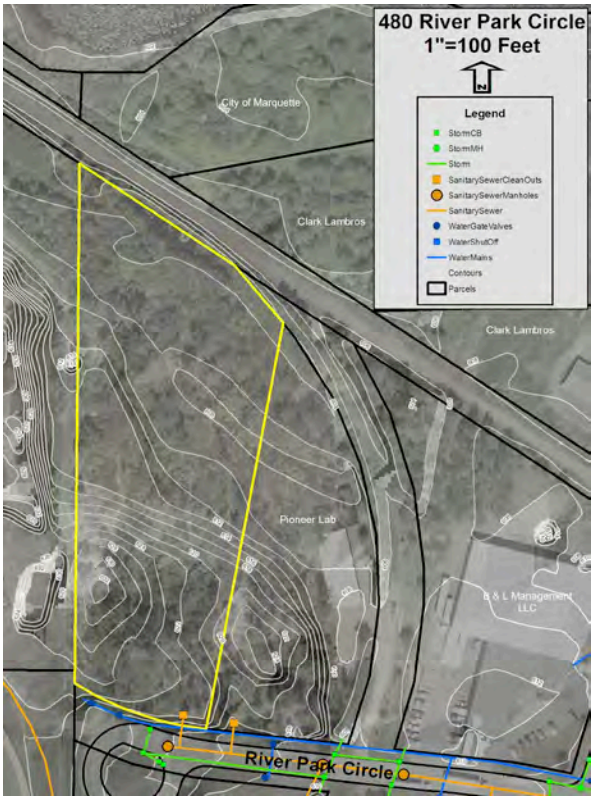
RESPONSES TO FIRE DEPARTMENT COMMENTS:

1. Will the building have sprinkler systems installed?
    a. Yes.
2. Will the building have fire alarm systems installed?
    a. Yes.
3. Will any additional fire hydrants be installed on the property?
    a. 1 additional fire hydrant will be located in the northern portion of the site, there is an existing fire hydrant located just to the south of the site.
4. Will all access roads be 20 feet wide?
    a. Yes.

RESPONSES TO ENGINEERING DEPARTMENT COMMENTS:

1. Note road radius, width, and dimensions of stalls for proposed parking area and access roadways.
    a. Typical road widths and parking stall dimensions are located on A103.
2. Please show existing utilities including size and material (particularly those proposed to be tapped for the development).

    a. We currently do not have the size and material, only the locations of existing services. Please refer to the submitted survey and the reference image below for the location.



3. A single water service with master meter must be used. Multiple water main taps will not be approved.
    a. We understand and will comply.
4. The existing power poles and guy wires in proposed parking and drive areas will need to be addressed.
    a. We are working with BLP to locate the access road. In the final site plan, we will have a jointly approved site plan.
5. All work on MBLP property will need to be reviewed and approved by the MBLP.
    a. We understand and will comply.
6. Storm water calculations, meeting zoning requirements, that show the rate of runoff is not increased, must be submitted, and approved prior to final site plan approval.
    a. GEI will submit this information prior to final site plan approval.
7. All utility work within City right of way or easements will require city engineering permits and must be constructed to City of Marquette standards and specifications.
    a. We understand and will comply.

RESPONSES TO PUBLIC WORKS COMMENTS:

1. The east side of the western parking lot is confusing the way it is drawn. Seems to be a few extra lines.
    a. We will provide clarity for the final site plan review
2. I believe the utilities were intended to be private as they only serve the property. It would make sense with the way the property is laid out. That should be made clear though. Sanitary and Water would transition at the r/w line. Storm would remain private until it ties into a City structure which likely won't happen with site falling to the north.
    a. We will work with the City to provide acceptable utility service to the project.

REC'D JUN 15 2010
4:45pm

2010R-06033
PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY, MI

RECORDED ON
06/16/2010 07:40AM
PAGES: 6

GRANT OF EASEMENT

The City of Marquette, a municipal corporation of 300 West Baraga Avenue, Marquette, Michigan 49855 (hereinafter "Grantor"), and Snapperhead RNR, LLC, a Michigan limited liability company of 420 E. Prospect Street, Marquette, Michigan 49855 (hereinafter "Grantee"), enter into this Easement on June 15, , 2010, subject to the following conditions:

1. **Purpose**. The Grantor owns a gravel drive ("Drive") within the abandoned railroad located north of the River Park Circle Right-of-Way in the City of Marquette, State of Michigan. Grantee desires to use the Drive for ingress and egress to Grantee's parcel described as the "Benefited Property" in Paragraph II below. The Grantor agrees to grant an Easement to Grantee to provide access across the Grantor's parcel, which will burden the Grantor's parcel for the benefit of the Grantee's adjacent parcel.

2. **Benefited Property**. The Grantee owns property in the City of Marquette, Marquette County, Michigan, described as follows:

> Lot Twelve (12) of River Park Complex according to the Plat thereof recorded in the Marquette County Register of Deeds office.

3. **Consideration**. Grantor grants this Easement to Grantee as part of and in consideration of the purchase of the Benefited Property by Grantee. No monetary consideration shall be paid by Grantee for this Easement.

4. **Description of the Easement**. Grantor hereby grants and conveys to the Grantee, its successors and assigns forever, a perpetual easement for ingress and egress for Grantee, its agents, employees and invitees from the River Park Circle Right-of-Way line to Grantee's parcel

of land described in Article II above as shown on the attached Exhibit A over the following described premises in the City of Marquette, County of Marquette and State of Michigan:

> A twenty-four foot (24') wide strip of land situated in the Soo Line Railroad parcel, as shown in River Park Complex according to the Plat thereof recorded in the Marquette County Register of Deeds office; said Easement lying twelve feet (12') on each side of a centerline parallel to and twelve feet (12') Easterly of the East line of Lot 11 and Lot 12, said East line as shown in dashed lines on the drawing attached as Exhibit A.

5. **Condition and Maintenance**. The Grantee, Pioneer Surgical Technology, Inc. and all other parties holding easements, now or in the future, granted by the City of Marquette over the property shall bear all expense of maintaining the Easement, as agreed between those parties. Under no circumstances shall Grantor be obligated to provide any maintenance or improvement to the Easement. The Grantee shall not improve the Easement without prior written approval from the Grantor.

6. **Interest in Realty**. The Easement shall be an appurtenance to the Benefited Property and shall run with the land.

7. **Warranty**. Grantor warrants it has good marketable title to the land upon which the Easement lies, subject to any rights or reservations held by the Soo Line Railroad Company and its successors and assigns. The rights granted in this easement shall be subject to any and all rights held by the Soo Line Railroad Company and its successors and assigns.

8. **Additional Easements**. The Easement rights granted herein are not exclusive to Grantee and Grantee acknowledges that to date, Grantor has granted the same or similar easements to Pioneer Surgical Technology, Inc. in document number 2010R-00679, Marquette County Records. Grantor reserves the right to grant additional easements in the future to additional persons or entities over and across the real property upon which this easement lies, so long as the future easements do not restrict Grantee's right to use the easement conveyed herein.

9. **Insurance**. Grantee shall obtain liability insurance as part of its owner's policy for the Benefited Property to cover any liabilities which arise as a result of the use of the Easement, and Grantee's liability policy shall name Grantor as an insured party for the use of the Easement.

10. **Indemnification**. Grantee agrees to indemnify and hold Grantor harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person which may arise out of any of the Grantee's actions within, use of, or around the Easement, by its agents, employees, representatives, guests, invites and contractors. This Provision shall survive the termination of this Agreement.

11. **Entire Agreement**. This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

12. **Notice**. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

13. **Severability**. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be

effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. **Transfer Tax**. This Easement is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and (h) and MCL 207.526(a) and (h)(*i*).

GRANTOR
CITY OF MARQUETTE

By: John P. Kivela
Its: Mayor

By: David J. Bleau
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 15, 2010, by John P. Kivela, Mayor, and David J. Bleau, Clerk, of the City of Marquette, a Michigan municipal corporation.

Suzanne C Larsen, Notary Public
State of Michigan, County of Marquette
My commission expires: 08-04-2012
Acting in the County of Marquette

Approved as to Form:

William E. Vajda
City Manager

GRANTEE
SNAPPERHEAD RNR, LLC

By: David J. Ollila
Its: Member and Manager

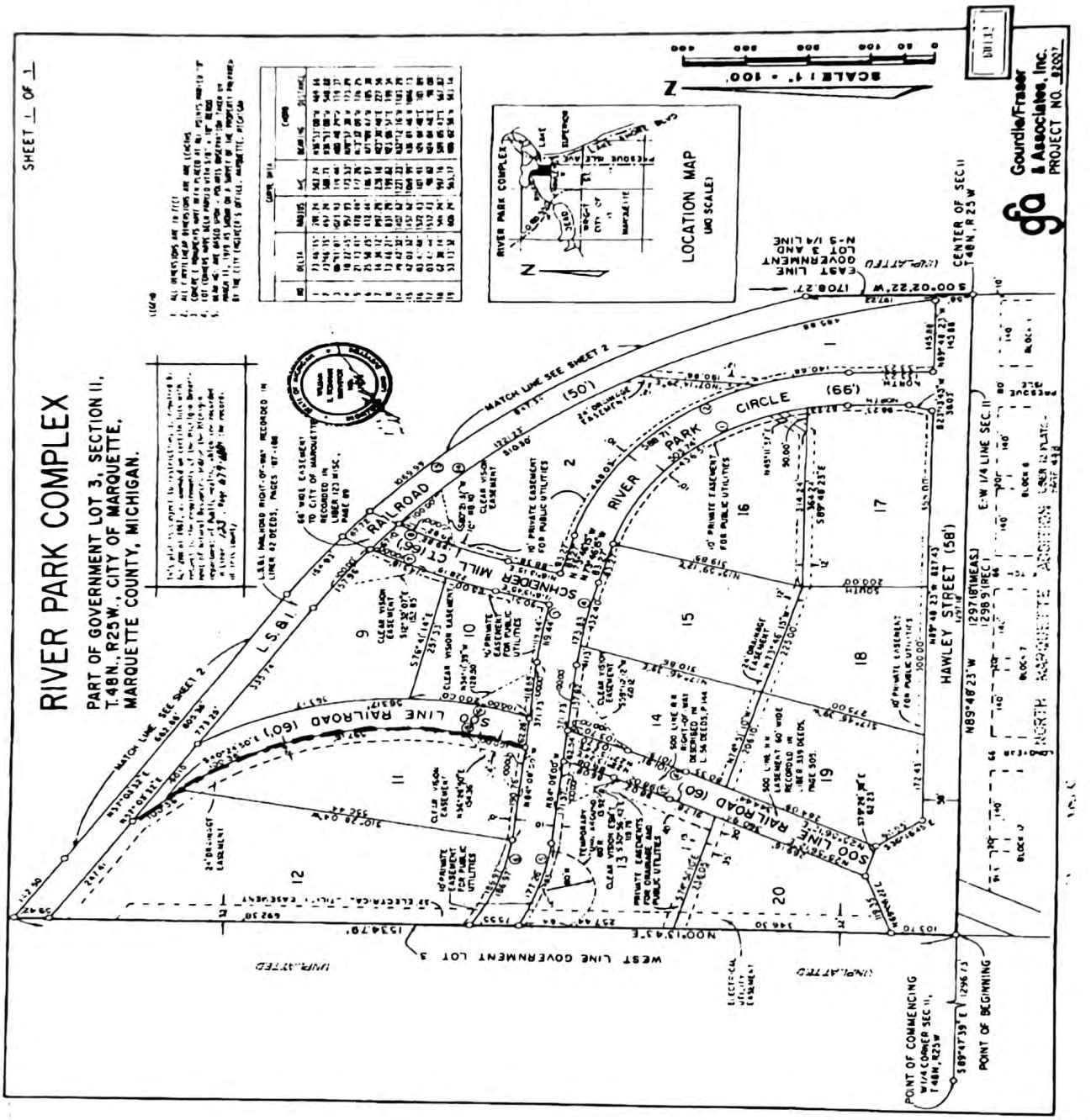
STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

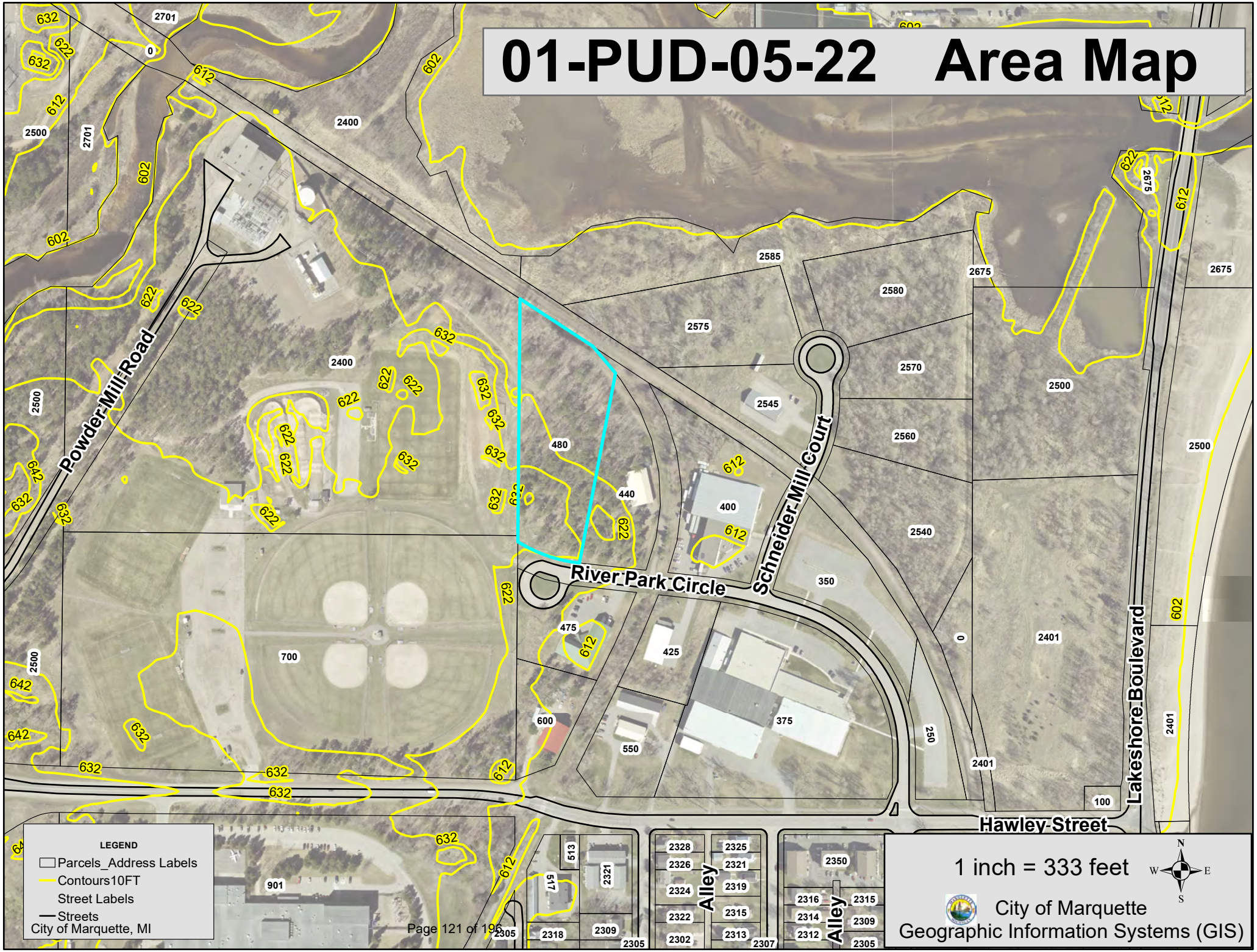
Acknowledged before me in Marquette County, Michigan, on June 15, 2010, by David J. Ollila, Member and Manager, of Snapperhead RNR, LLC, a Michigan limited liability company on behalf of the company.

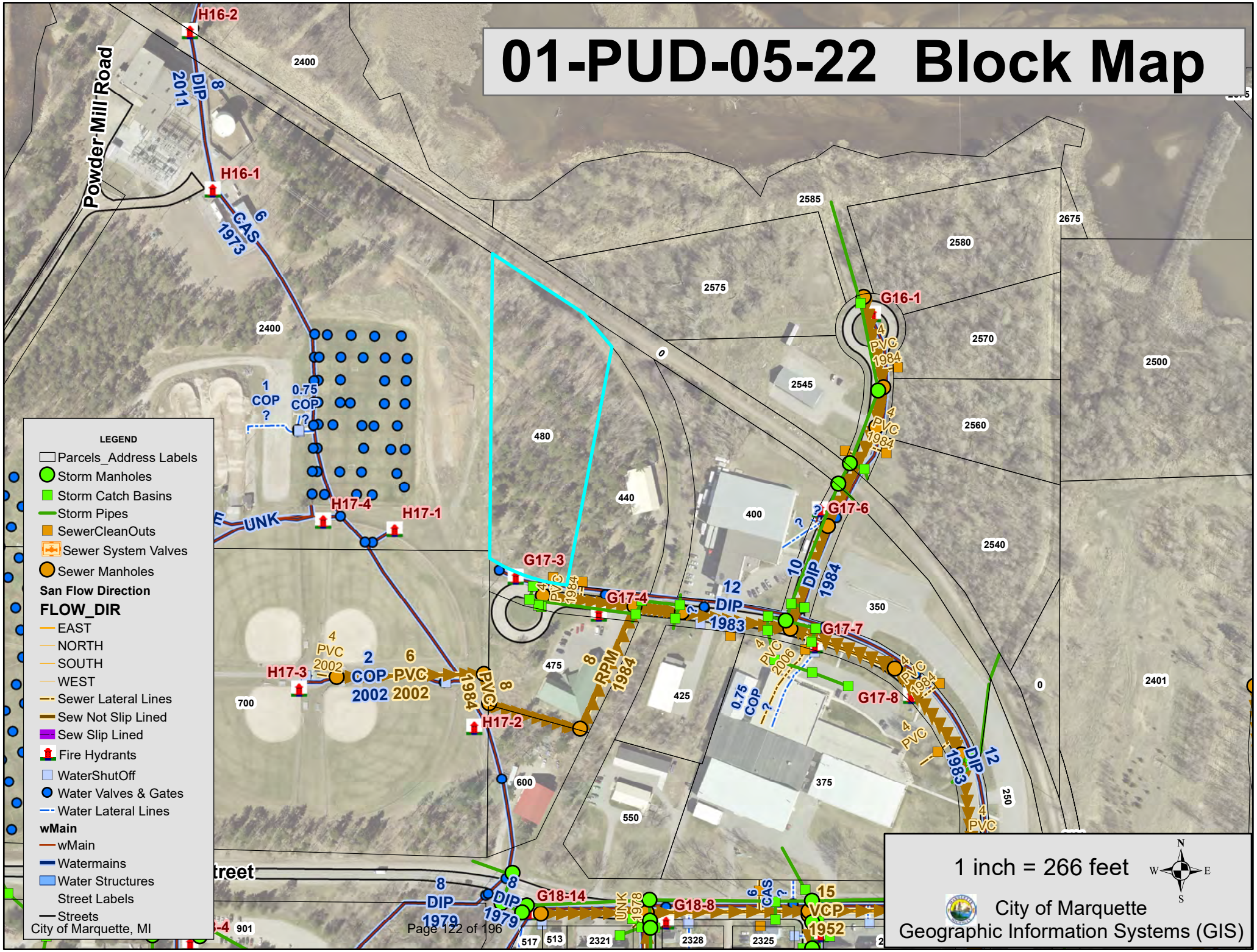
Suzanne C Larsen, Notary Public
State of Michigan, County of Marquette
My commission expires: 08-04-2012
Acting in the County of Marquette

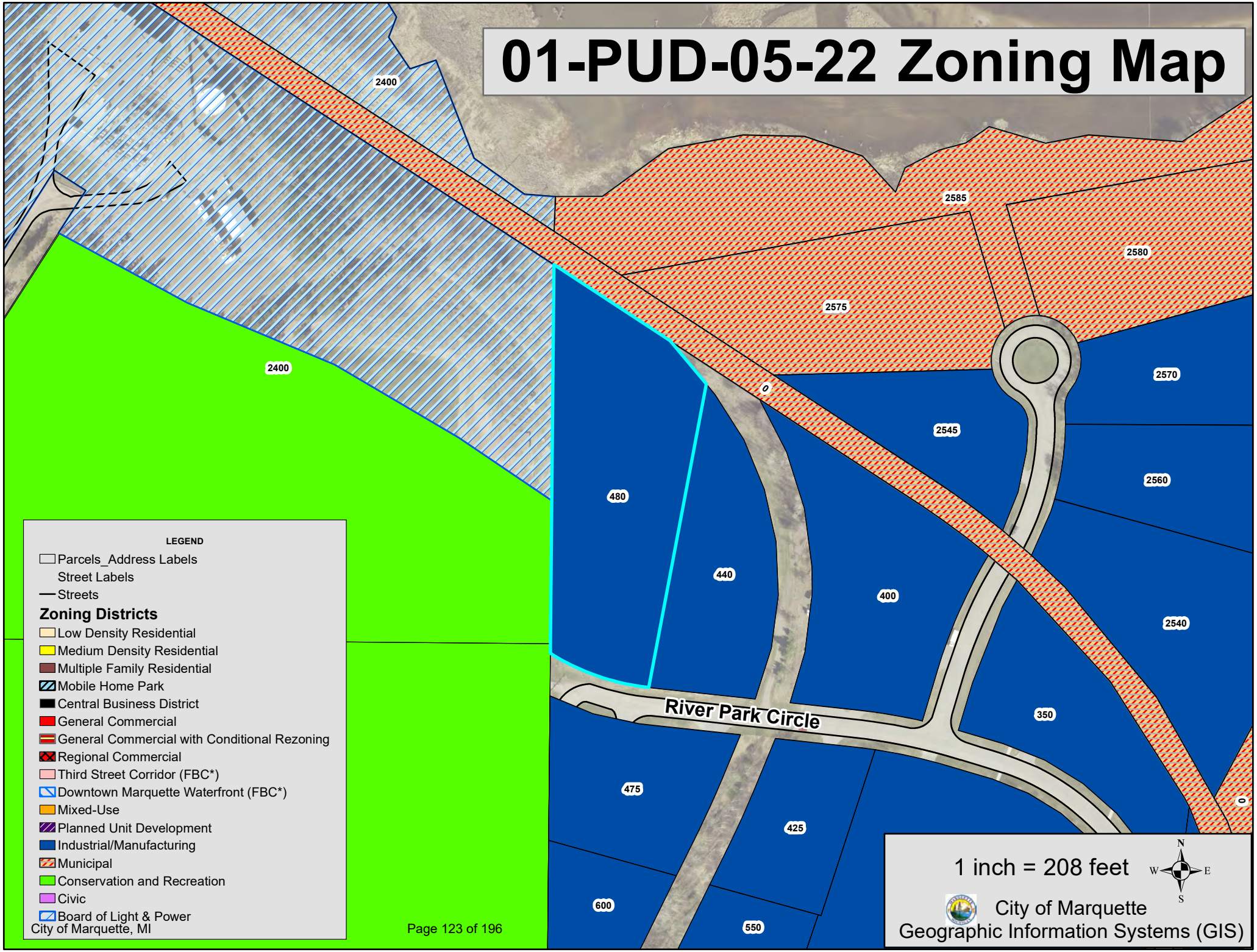
Prepared by: Suzanne Curry Larsen
KENDRICKS, BORDEAU, ADAMINI,
CHILMAN & GREENLEE, P.C.
128 West Spring Street
Marquette, MI 49855
(906) 226-2543

Exhibit A


RIVER PARK COMPLEX
PART OF GOVERNMENT LOT 3, SECTION 11, T.48N., R25W., CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN.
SHEET 1 OF 1
LOCATION MAP
RIVER PARK CIRCLE
SCHNEIDER MILL CT.
HAWLEY STREET (58')
SOO LINE RAILROAD (60')
L.S.B.I.
RAILROAD
MATCH LINE SEE SHEET 2
POINT OF COMMENCING
POINT OF BEGINNING
WEST LINE GOVERNMENT LOT 3
EAST LINE GOVERNMENT LOT 3 AND N-S 1/4 LINE
CENTER OF SEC 11 T48N, R25W
E-W 1/4 LINE SEC. 11
Gourdie/Fraser & Associates, Inc.
PROJECT NO. 82007


01-PUD-05-22 Area Map
Powder Mill Road
River Park Circle
Schneider Mill Court
Lakeshore Boulevard
Hawley Street
Alley
Alley
LEGEND
Parcels_Address Labels
Contours10FT
Street Labels
Streets
City of Marquette, MI
1 inch = 333 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


01-PUD-05-22 Block Map
Powder Mill Road
H16-2
H16-1
H17-4
H17-1
H17-3
H17-2
G16-1
G17-6
G17-3
G17-4
G17-7
G17-8
G18-14
G18-8
LEGEND
Parcels_Address Labels
Storm Manholes
Storm Catch Basins
Storm Pipes
SewerCleanOuts
Sewer System Valves
Sewer Manholes
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sew Not Slip Lined
Sew Slip Lined
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
wMain
wMain
Watermains
Water Structures
Street Labels
Streets
1 inch = 266 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)
City of Marquette, MI


01-PUD-05-22 Zoning Map
2400
2585
2580
2575
2570
2545
2560
480
440
400
2540
350
River Park Circle
475
425
600
550
0
LEGEND
Parcels_Address Labels
Street Labels
Streets
Zoning Districts
Low Density Residential
Medium Density Residential
Multiple Family Residential
Mobile Home Park
Central Business District
General Commercial
General Commercial with Conditional Rezoning
Regional Commercial
Third Street Corridor (FBC*)
Downtown Marquette Waterfront (FBC*)
Mixed-Use
Planned Unit Development
Industrial/Manufacturing
Municipal
Conservation and Recreation
Civic
Board of Light & Power
City of Marquette, MI
1 inch = 208 feet
N
W
E
S
City of Marquette
Geographic Information Systems (GIS)


05/11/2022 09:26


05/11/2022 09:28


05/11/2022 09:28


05/11/2022 09:25


05/11/2022 09:27


05/11/2022 09:28


05/11/2022 09:29


05/11/2022 09:26


05/11/2022 09:29

SHOPHOUSE PARK

480 River Park Marquette, MI
49855

May 2023



Presented to:
The City of Marquette
Community Development Department
300 West Baraga Avenue
Marquette, MI 49855

Owner:
Hoponassu OZ LLC
Marquette, MI

Team:

T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

GEI

Site

SHOPHOUSE PARK
480 River Park Marquette, MI
49855



LEGEND

Equipments / Parks

Shop House Park

ZONING

3.44 Acre Mixed Use

- Commercial
- Residential
- Restaurant
- Office
- Retail
- Recreation

Being a strategic site, the land is located and surrounded by natural and recreational areas that allow the tourist and commercial activation of the place, providing it with services and homes that respect the natural environment and adjust to the existing landscape.

The creation of residential and mixed-use constructions is proposed: houses on the upper floor and workshops on the lower floor.

Public space and retail services that activate meeting milestones are proposed.

All built areas have vehicular accessibility and are connected by nature trails that respect the existing topography and vegetation.

The construction of the project is proposed in two phases.

T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

Lighting + Exterior Furniture + E.v. Charging Station Plan

SHOPHOUSE PARK
480 River Park Marquette, MI
49855



LIGHTING TYPE 1



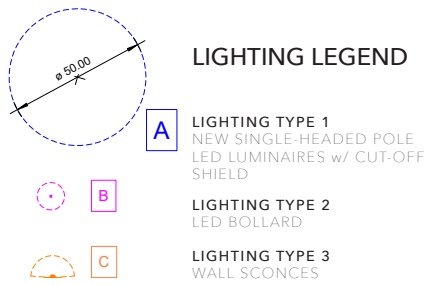
LIGHTING TYPE 2



LIGHTING TYPE 3



E.V. CHARGING STATION



L.S&I. RAIL ROAD PARCEL
PROPERTY LINE
WETLANDS
12 MARCH 2021
(RIPARIAN BUFFER TO BE DETERMINED)
RIVERVIEW PARK
FOOT BRIDGE
FLOOD EDGE
24' DRAINAGE EASEMENT
PROPOSED TRAIL
RIVER PARK COMPLEX LOT 12
BUILDING 3C
BUILDING 3B
BUILDING 3A
WOOD DECK
GAZEBO
BUILDING 8
EXISTING STORAGE BUILDING
BUILDING 2
PARKING
PARKING
DUMPSTER LOCATION
BUILDING 1
ENTRANCE
RIVER PARK CIRCLE (66' R/W)

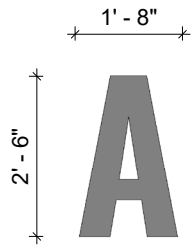
T+E+A+M

LEPPANEN ANKER ARQUITECTURA

Signage

SHOPHOUSE PARK
480 River Park Marquette, MI 49855

BUILDING SIGNAGE



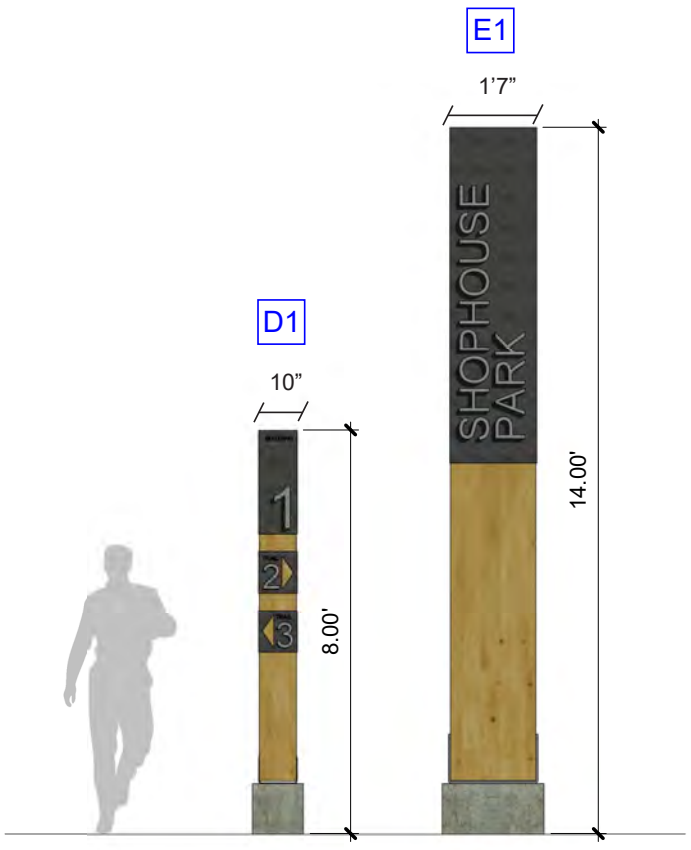
B1 GRAY STICKER ON WINDOW GLASS
4.19 SQUARE FOOTAGE EACH



A1 SINGLE FACADE LED ILUMINATED METAL LOGOS, LASER CUT IN METAL
12.85 SQUARE FOOTAGE EACH



PUBLIC SPACE SIGNAGE



D1 TOTEM WOODEN SIGN, WITH LASER CUT METAL, LED ILUMINATED IN LOGO AND NUMBERS
6.67 SQUARE FOOTAGE EACH

E1 TOTEM WOODEN SIGN, WITH LASER CUT METAL, LED ILUMINATED IN LOGO AND NUMBERS
22.17 SQUARE FOOTAGE EACH

REFERENCE SIGNAGE MATERIALS



Metal + Wood + Stone



Laser Cut in Metal

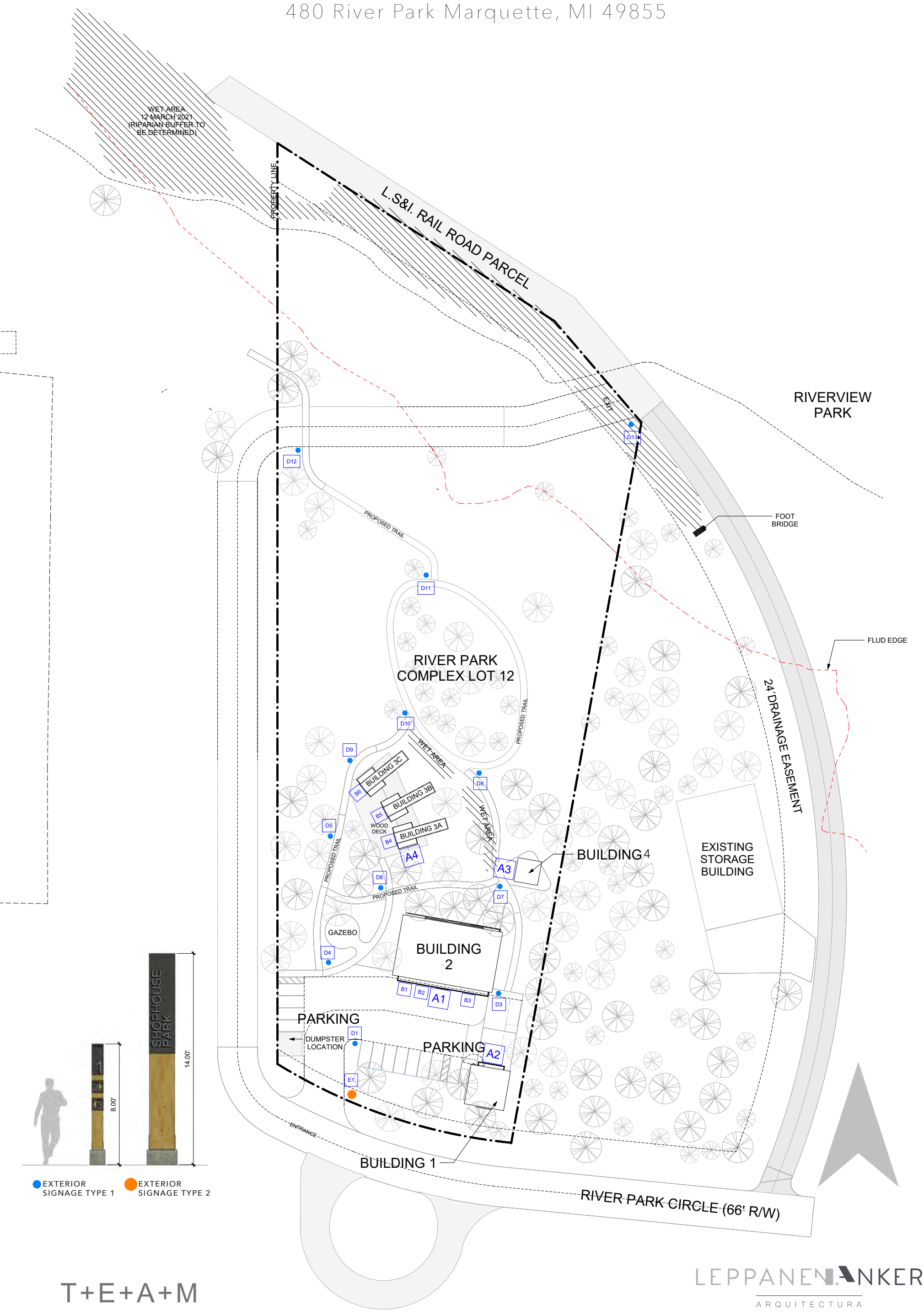
T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

Signage + Lighting + Exterior Furniture + E.v. Charging Station Plan

SHOPHOUSE PARK

480 River Park Marquette, MI 49855



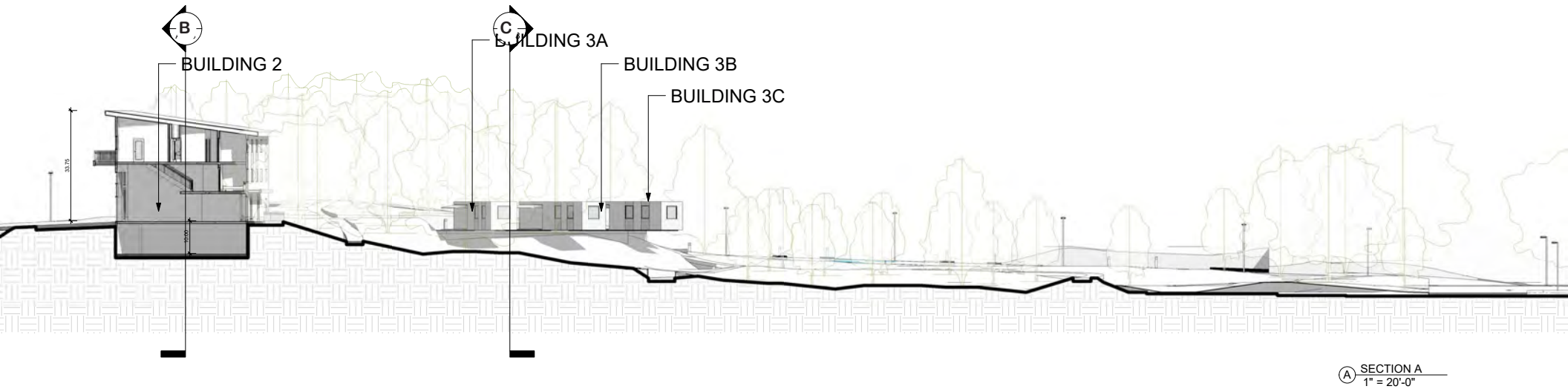
T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

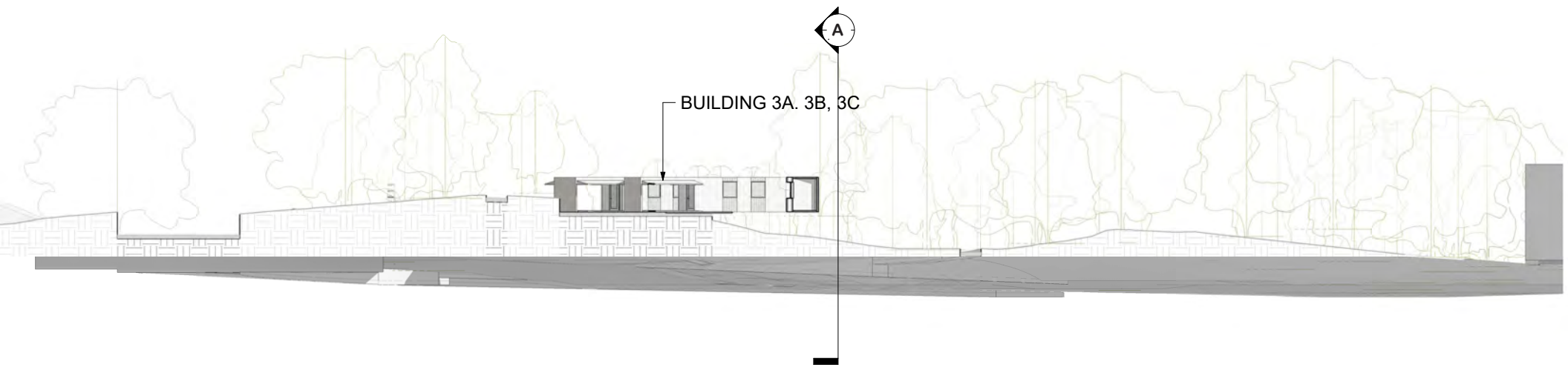
Site Drawings - Sections

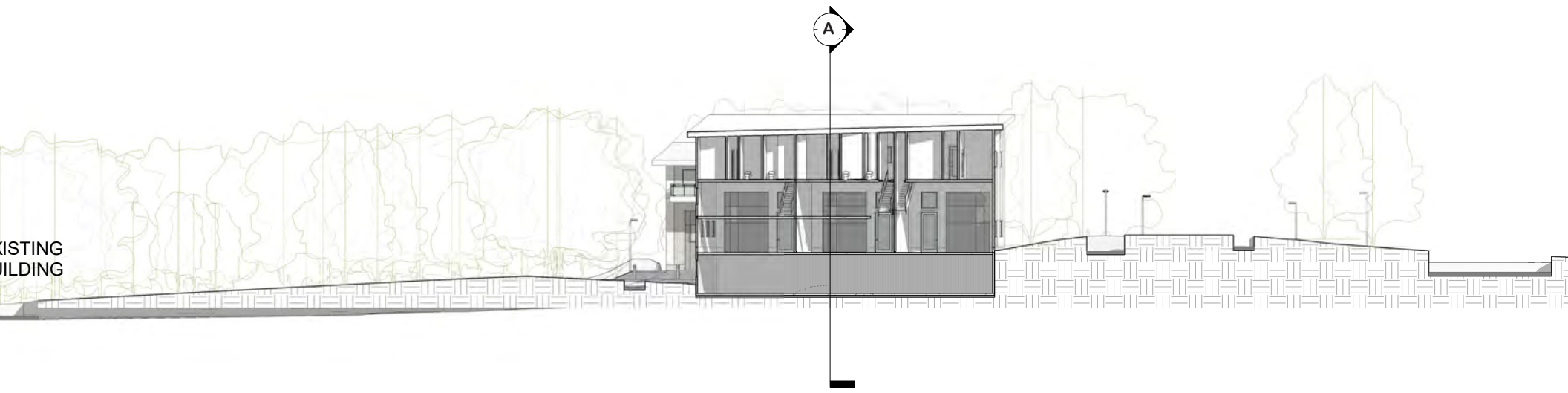
SHOPHOUSE PARK
480 River Park Marquette, MI
49855

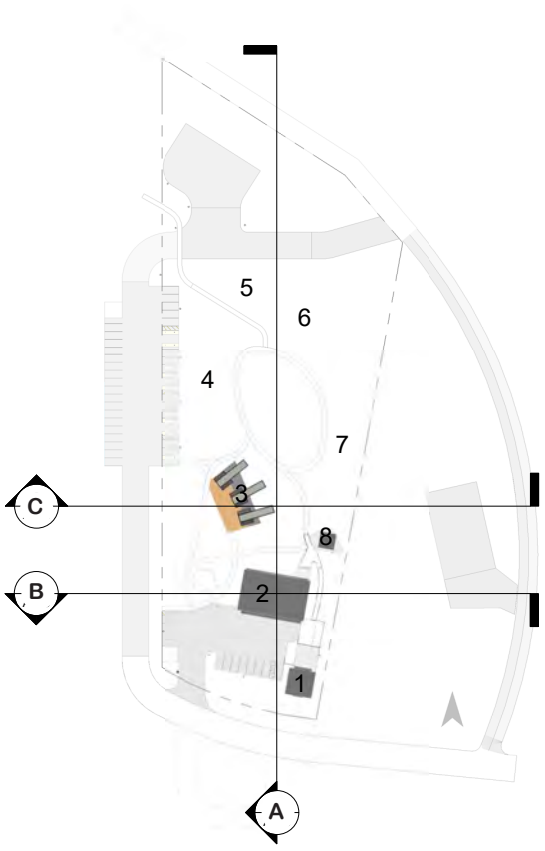
GENERAL SECTIONS



Ⓐ SECTION A
1" = 20'-0"







Ⓒ SECTION C
1/16" = 1'-0"

T+E+A+M LEPPANEN.ANKER ARQUITECTURA

Site Conceptual Design

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

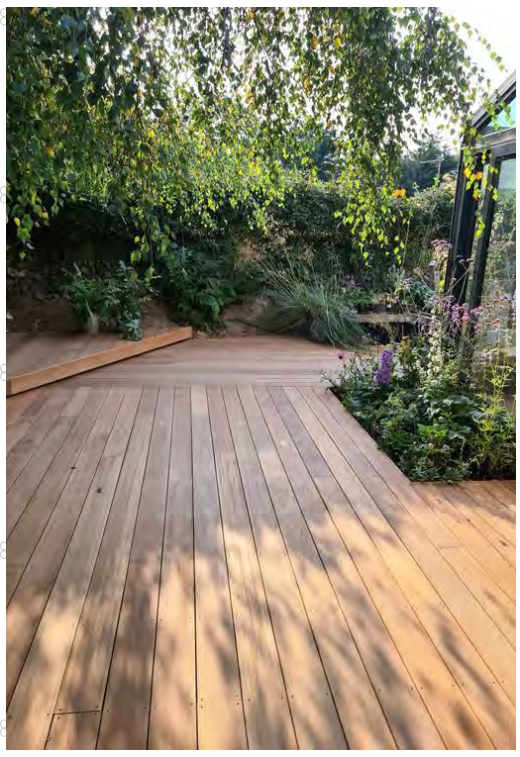
FLOORING MATERIALS



Parking zone: Gravel



Trails: Compacted surface



Buildings 3 zone: Wood deck



Buildings 3 zone: Metal grading deck

WALLS MATERIALS



Dumpster Enclosure:
Metal + Wood

GENERAL AREAS

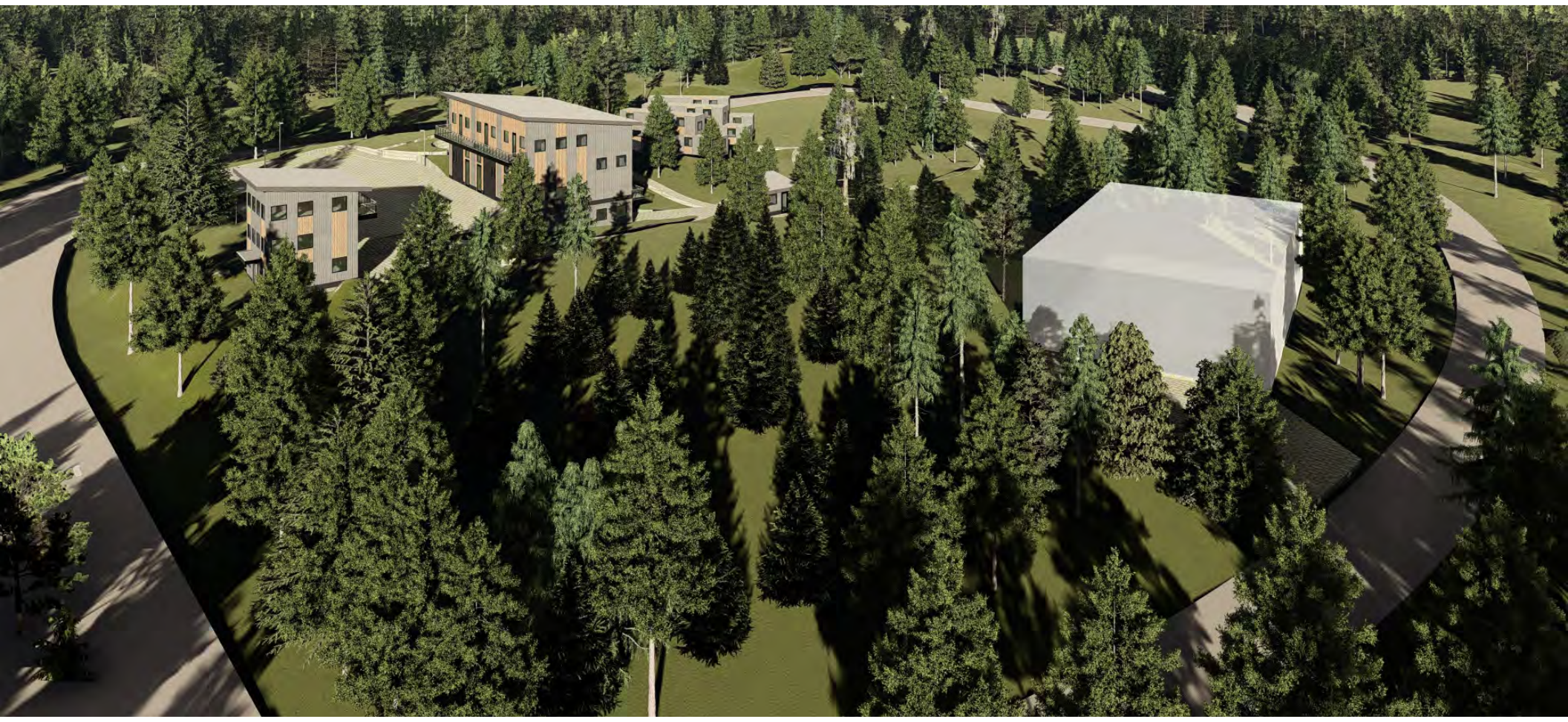
VEHICLE CIRCULATION AND PARKING	21,356 SF
NATURAL PEDESTRIAN PATHS	9,480 SF
BUILT AREA ON GROUND FLOOR	4,713 SF
GREEN AREA	114,432SF
TOTAL	**149,981 SF**

T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

Site Renderings

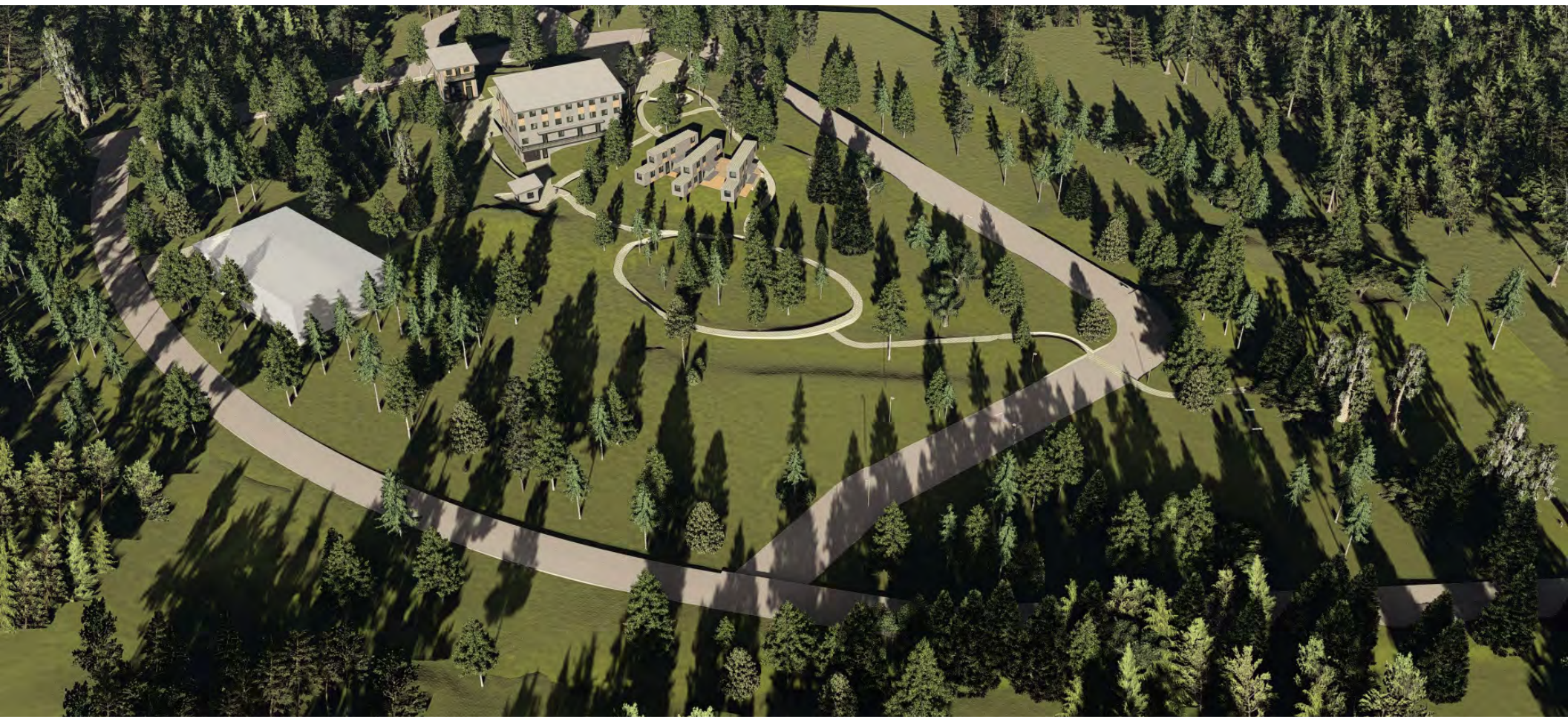
SHOPHOUSE PARK
480 River Park Marquette, MI
49855





T+E+A+M

LEPPANEN ANKER
ARQUITECTURA





T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

Building Conceptual Design

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

HOUSING TYPOLOGY











Following the concept of a workshop housing, mixed use spaces have been designed where a workshop is located on the ground floor and the living areas are on the upper floors.
A typology of modern houses is proposed with a simple and clean geometry that blends in with its surroundings due to its materiality and volumetry. Through the use of windows, a visual relationship is established between the interior and the forest.

T+E+A+M

LEPPANEN.ANKER
ARQUITECTURA

Conceptual Design

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

HOUSING EXTERIOR MATERIALS







Precast concrete with different types of finishes, wood and standing seam metal siding is proposed. Due to the constructive efficiency of these panels, since being prefabricated panels, the construction time is reduced and the construction is cleaner. This helps to reduce the impact on the environment since, the environment is not contaminated with toxic materials which are used in other construction methods. These materials have been proposed with the aim that architecture can blend in with its natural environment.

HOUSING INTERIOR MATERIALS

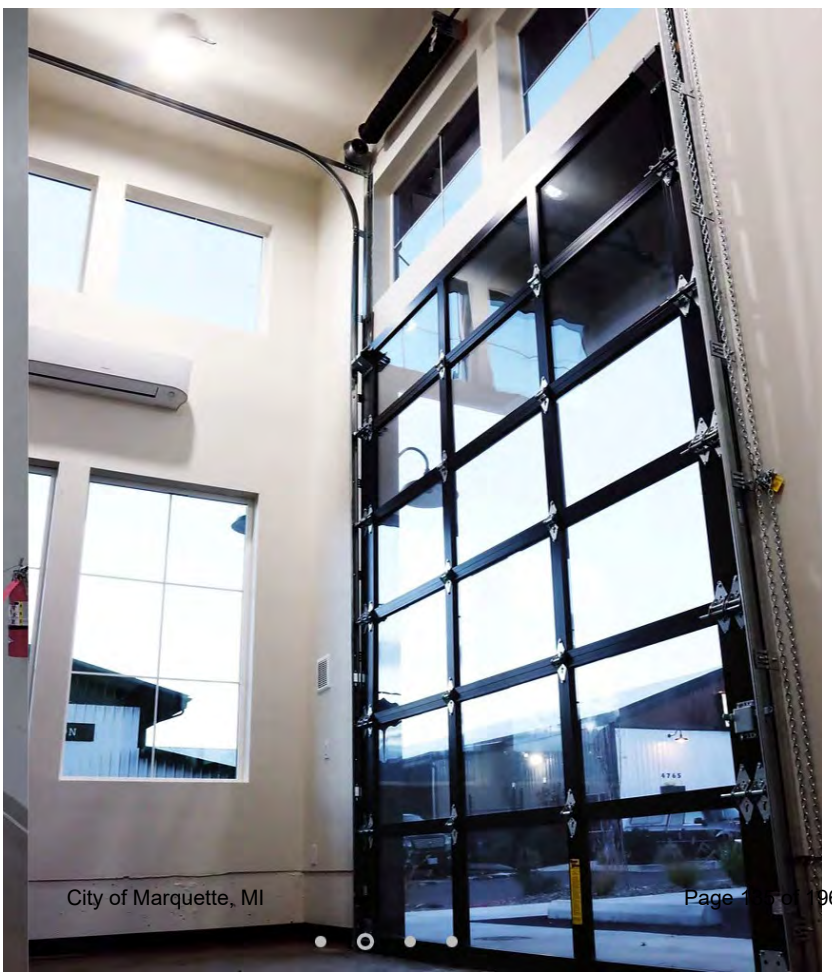




For the interior proposal, the use of local materials such as pine for the structure is planned, to minimize the environmental impact and reduce the carbon footprint.

Metal structure in some areas is also projected. Warm wooden floors and microcement in commercial zones.

WORKSHOP TYPOLOGY



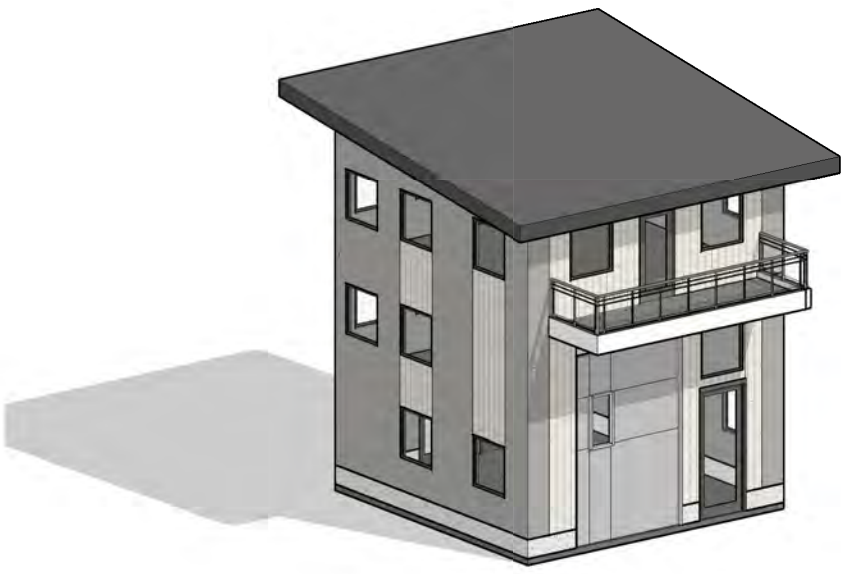


In the workshop area the use of the double height is projected to obtain a better entry of natural light, avoiding dependence on artificial light sources during the day and allowing greater ventilation, better views and a greater sensation of spaciousness, in addition to the functional advantages that provides the space. For vehicular entry, doors with metal panels are projected. The internal finishes are microcement on the floor for easy cleaning and light-colored walls.

T+E+A+M

LEPPANEN ANKER
ARQUITECTURA

Building Type 1 Drawings





1

Ceiling and walls

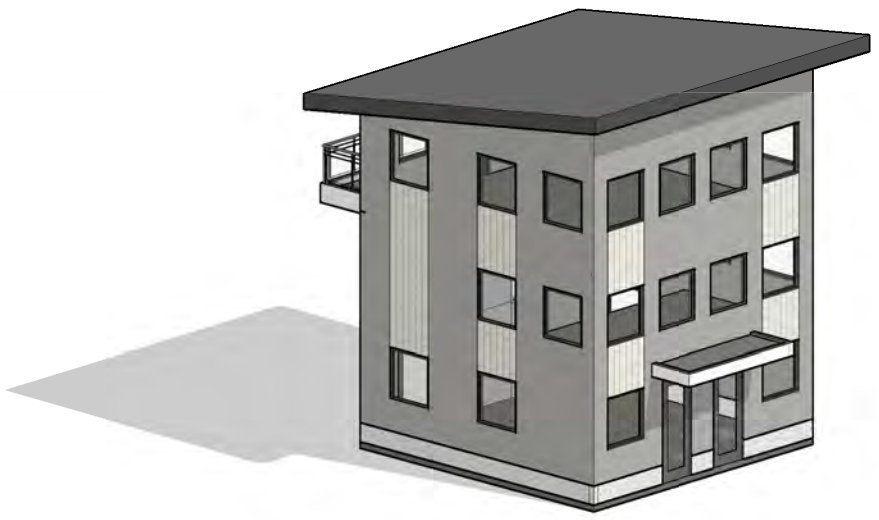
Standing seam metal siding
Dark gray color



2

Facade Wood

Lunawood thermowood

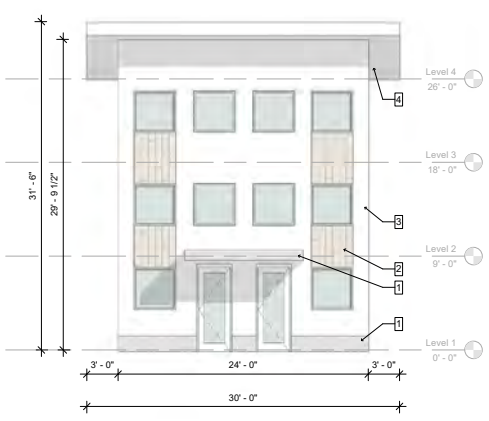




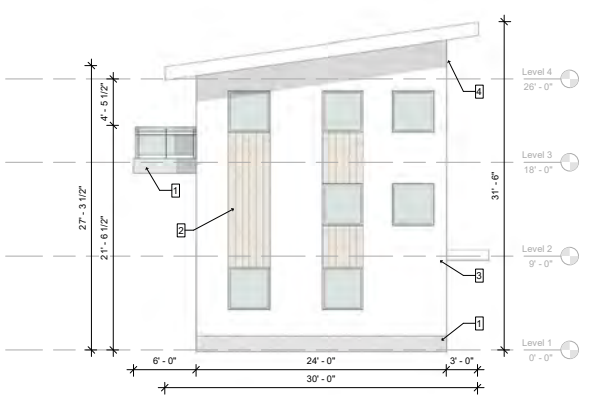
3 - 4

Ceiling and walls

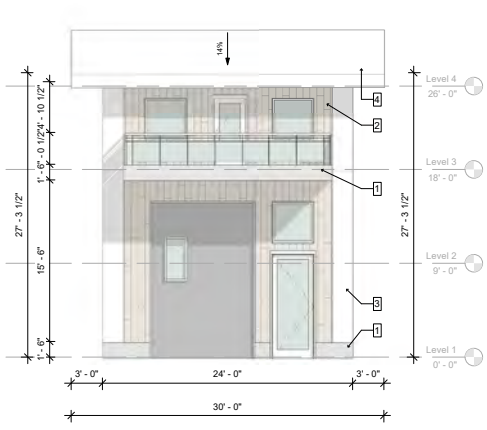
Standing seam metal siding
Black color

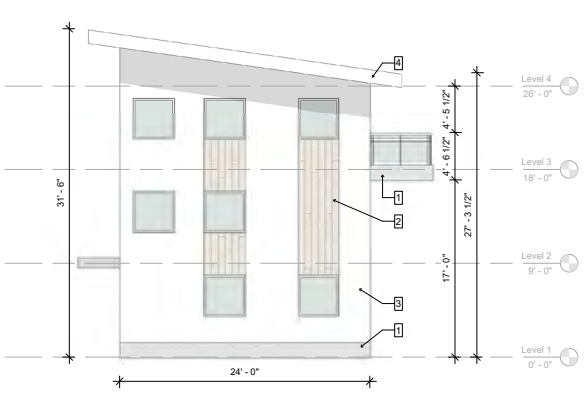


1 North
3/16" = 1'-0"



2 East
3/16" = 1'-0"

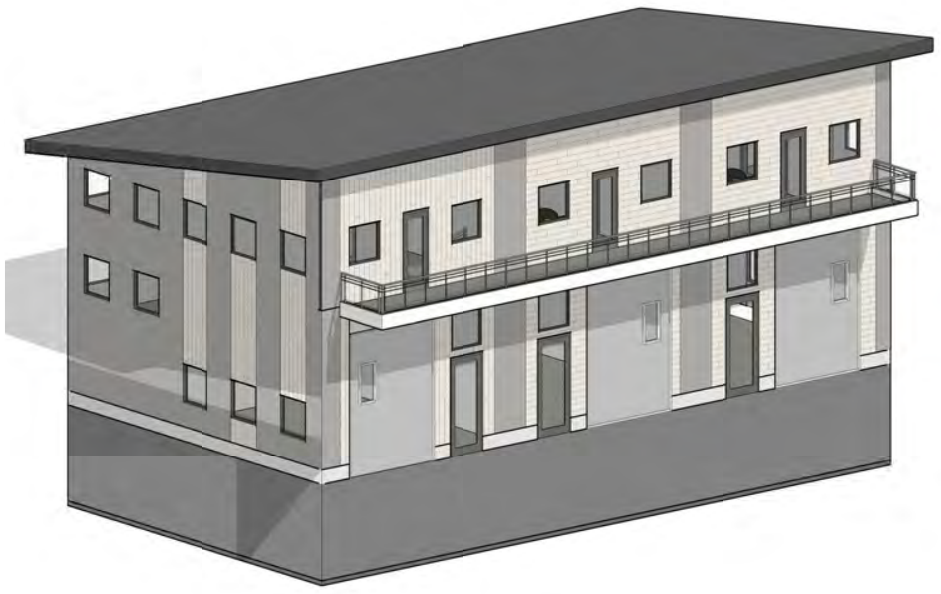




T+E+A+M

LEPPANEN.ANKER
ARQUITECTURA

Building Type 2 Drawings



1

Ceiling and walls

Standing seam metal siding
Dark gray color

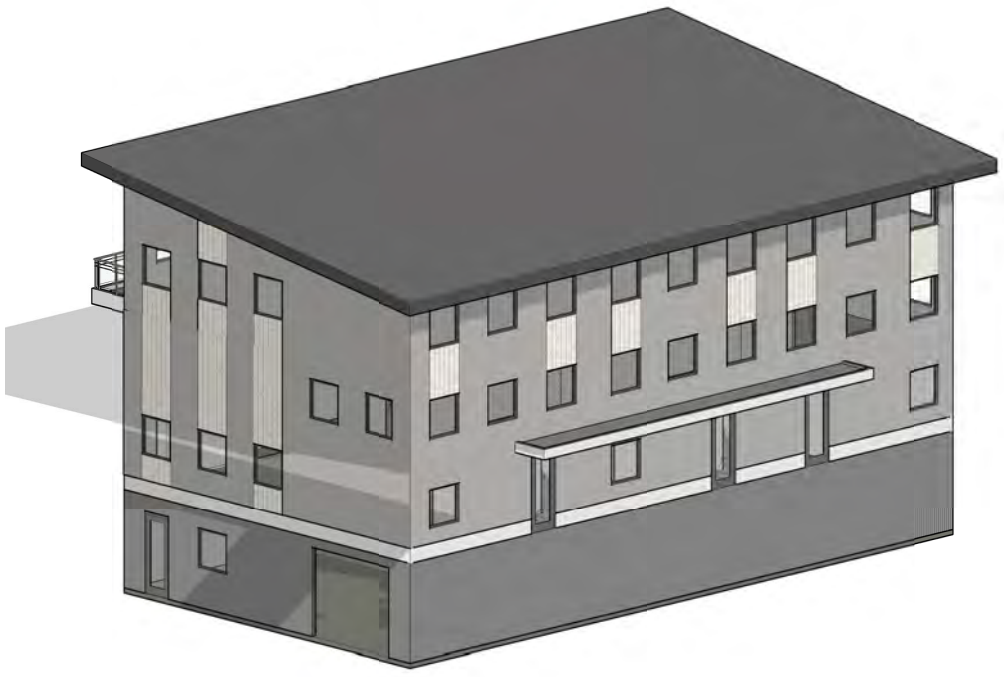




2

Facade Wood

Lunawood thermowood





3 - 4

Ceiling and walls

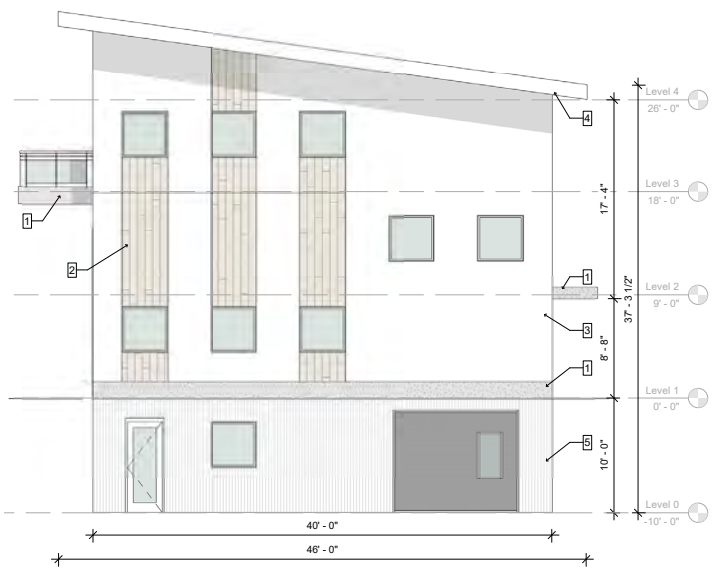
Standing seam metal siding
Black color



5

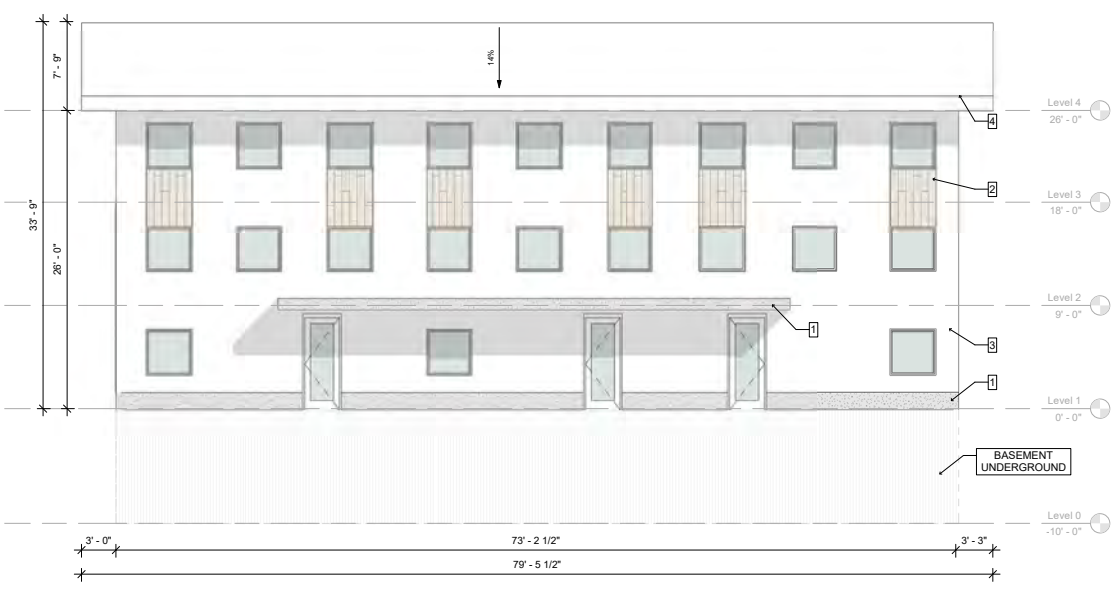
Retaining Wall

Structural concrete wall

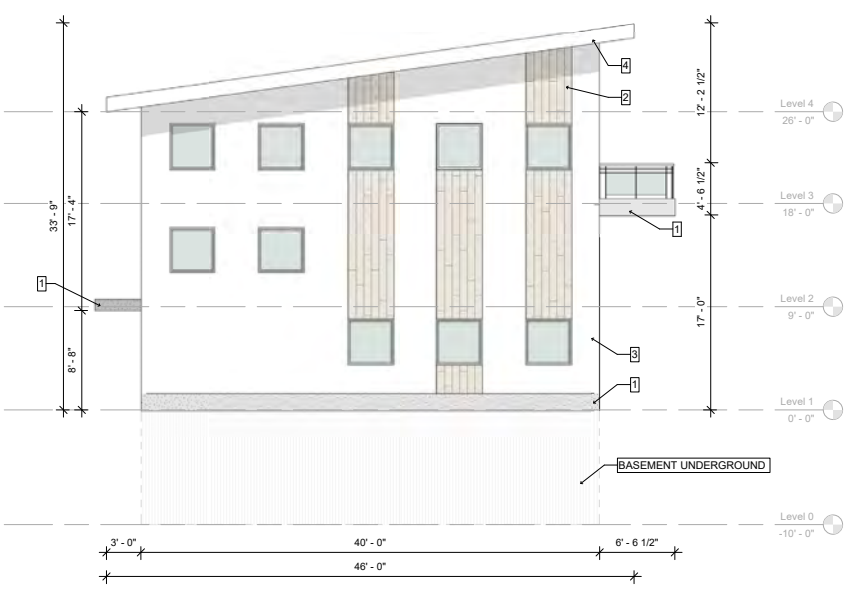


1 East
3/16" = 1'-0"





3 North
3/16" = 1'-0"

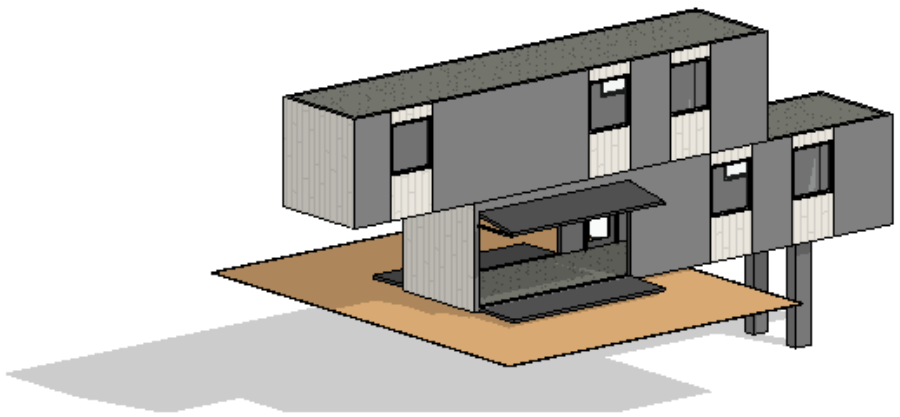


4 West
3/16" = 1'-0"

T+E+A+M

LEPPANEN.ANKER
ARQUITECTURA

Retail Type 3 Drawings





1

Ceiling and walls

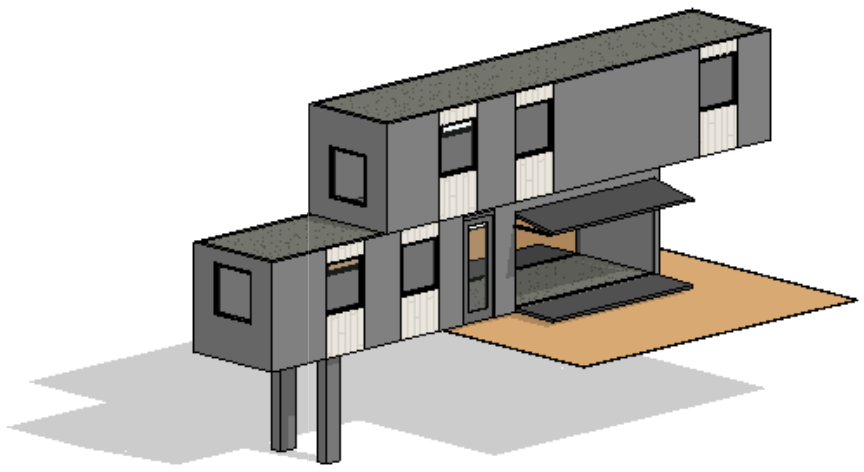
Standing seam metal siding
Dark gray color



2

Facade Wood

Lunawood thermowood

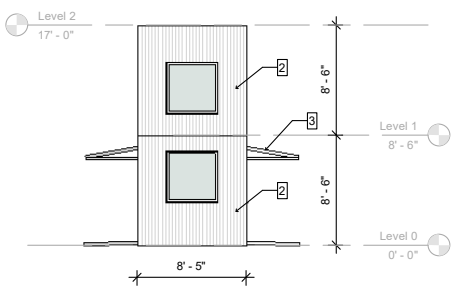


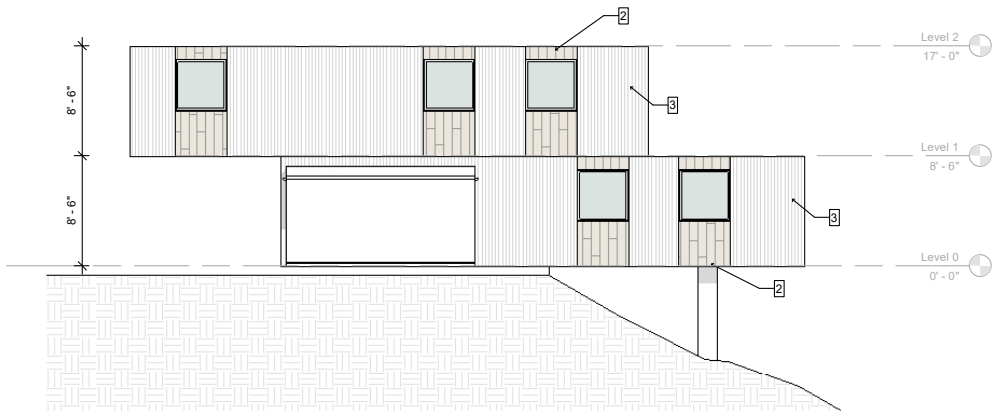


3 - 4

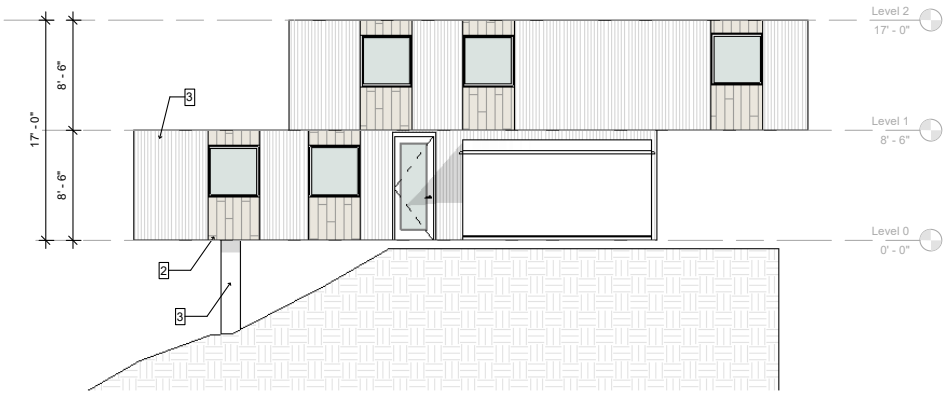
Ceiling and walls

Standing seam metal siding
Black color



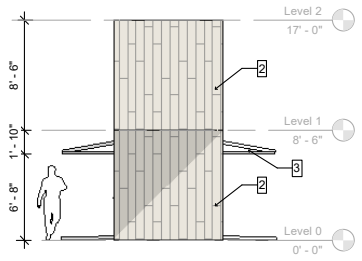


1 East
3/16" = 1'-0"



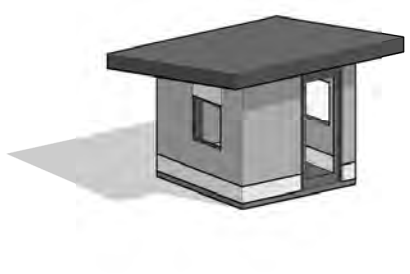
3 North
3/16" = 1'-0"

2 South
3/16" = 1'-0"



4 West
3/16" = 1'-0"

Building Type 4 Drawings

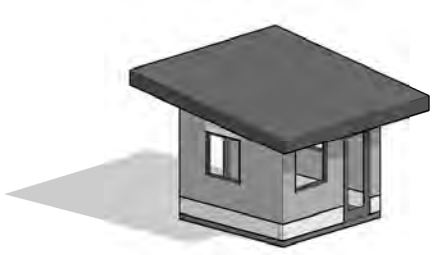




1

Ceiling and walls

Standing seam metal siding
Dark gray color





2

Facade Wood

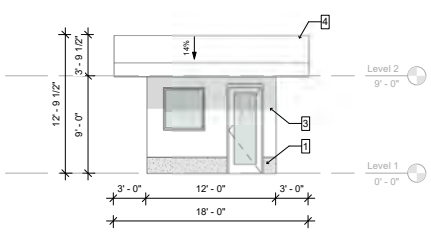
Lunawood thermowood



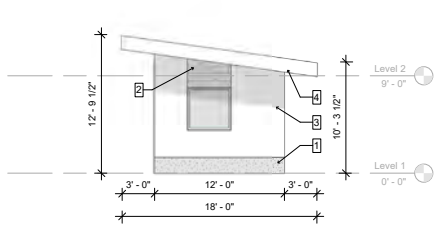
3 - 4

Ceiling and walls

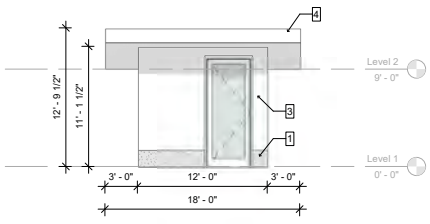
Standing seam metal siding
Black color



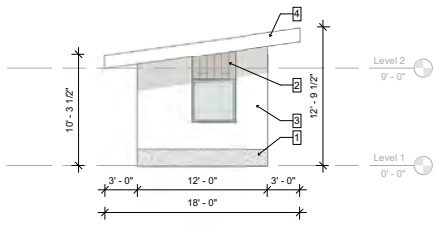
1 North
3/16" = 1'-0"



2 East
3/16" = 1'-0"



3 South
3/16" = 1'-0"



4 West
3/16" = 1'-0"

Conceptual Renderings

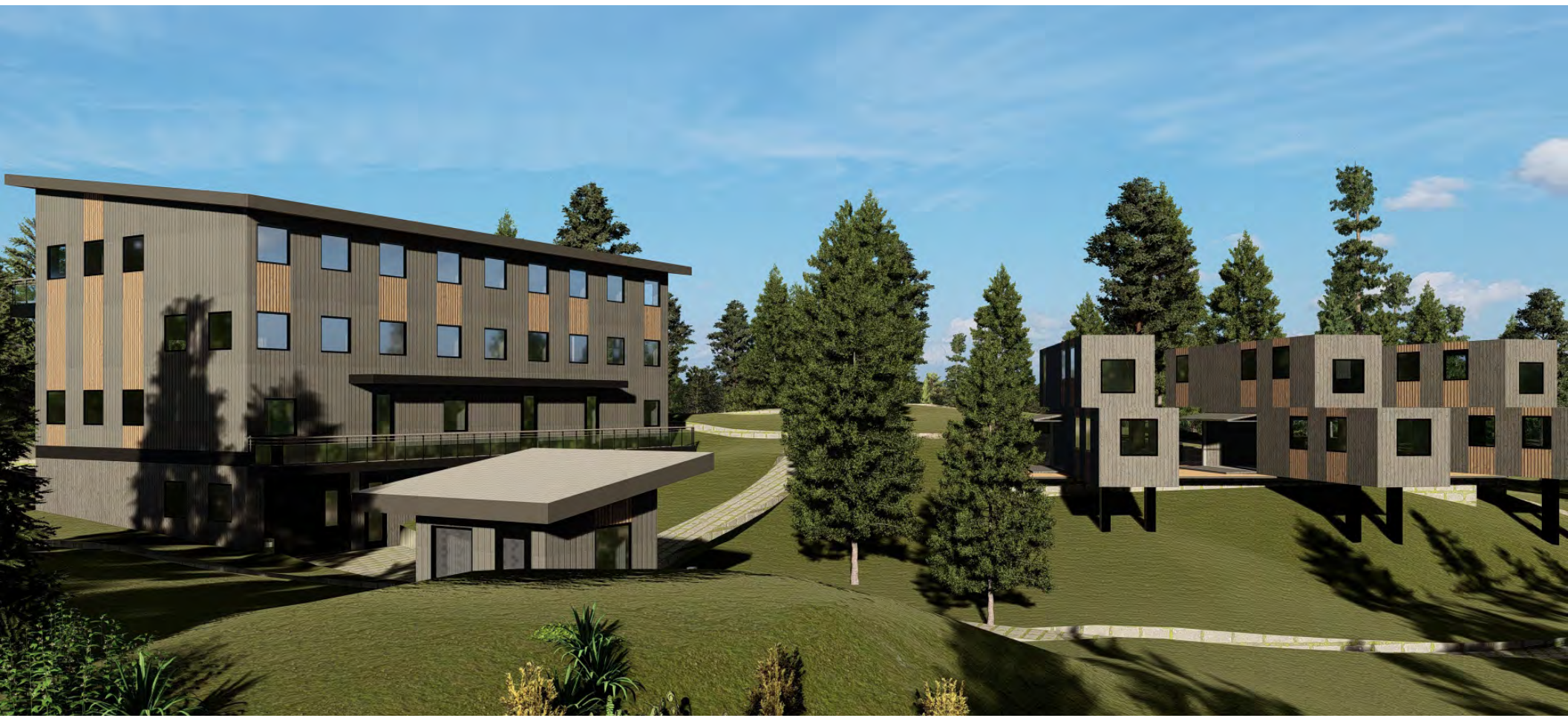
SHOPHOUSE PARK
480 River Park Marquette, MI
49855

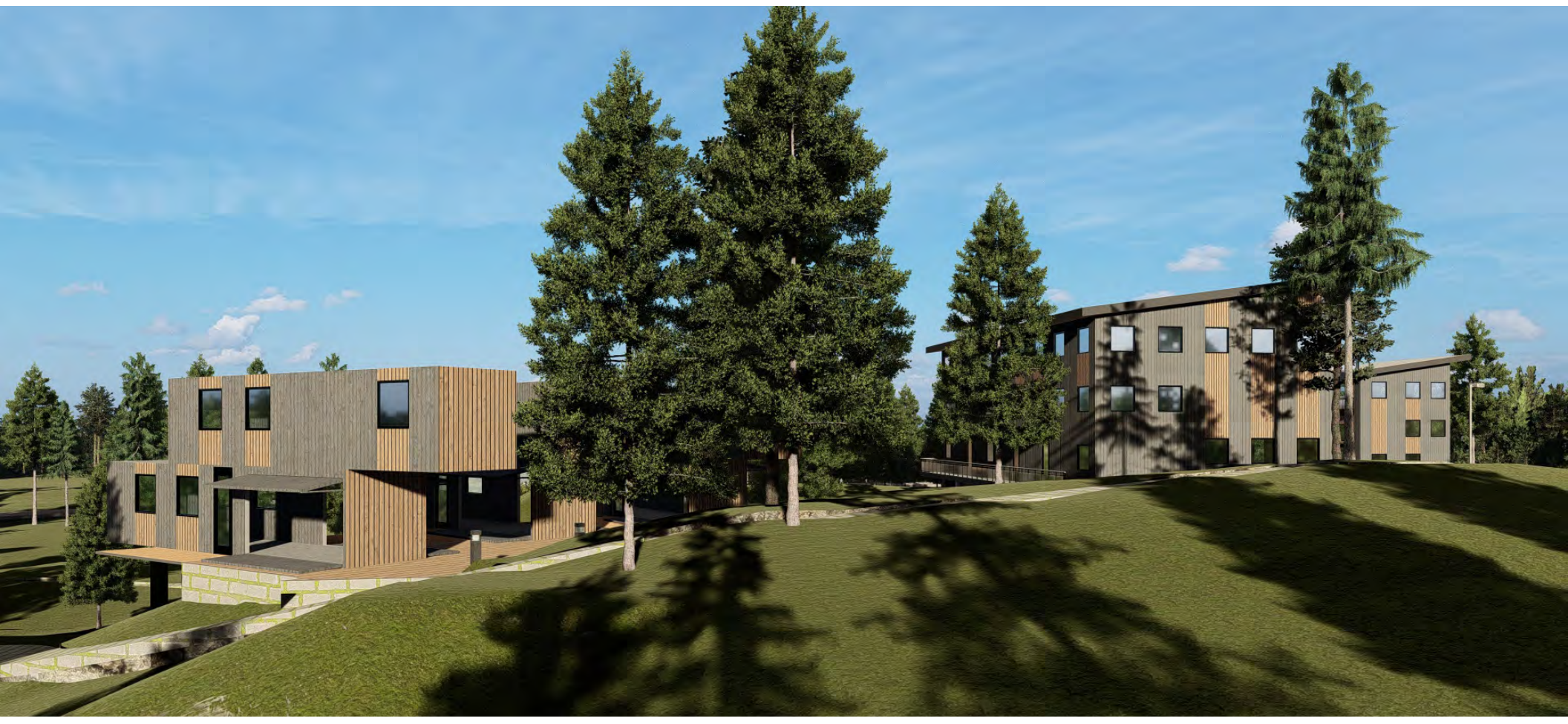




T+E+A+M

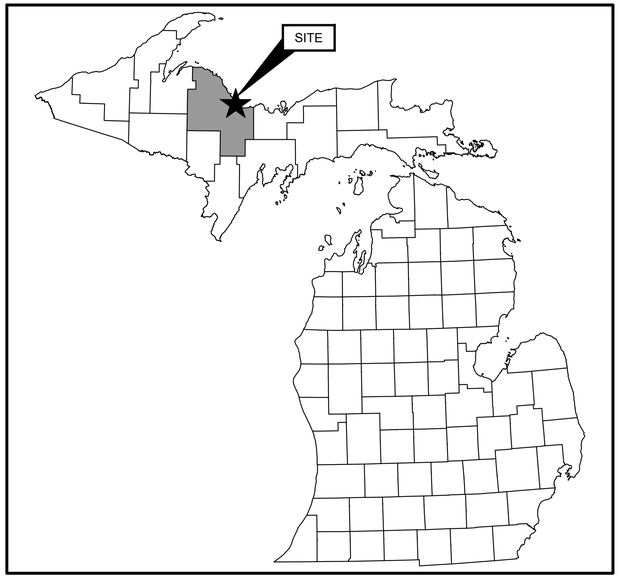
LEPPANEN ANKER
ARQUITECTURA





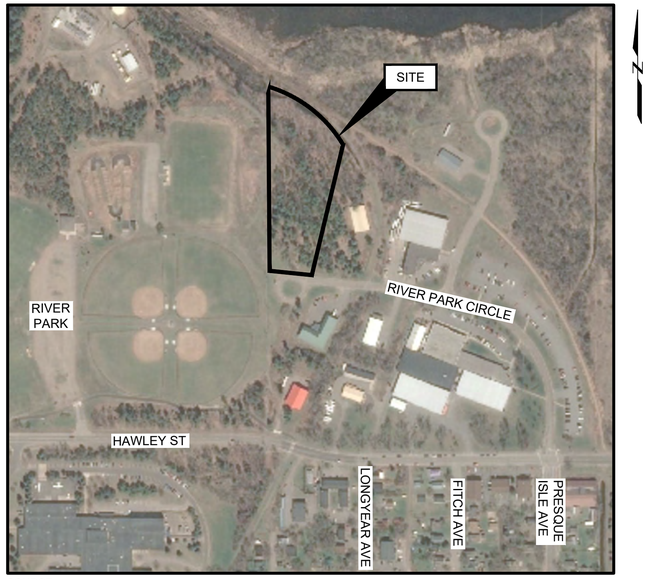
SHOP HOUSE PARK DEVELOPMENT
INNOVATE MARQUETTE SMART ZONE

RIVER PARK CIRCLE
MARQUETTE, MI 49855



SOURCE:
GEI

MICHIGAN MAP
(NOT TO SCALE)



SOURCE:
2021 MICROSOFT AERIAL IMAGERY

SITE LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
G-01	G-01	COVER SHEET
G-02	G-02	CONCEPTUAL ZONING PLAN
C-01	C-01	EXISTING CONDITIONS
C-02	C-02	CONCEPTUAL GRADING PLAN
C-03	C-03	CONCEPTUAL SITE SECTIONS
C-04	C-04	CONCEPTUAL STORMWATER MANAGEMENT
C-05	C-05	CONCEPTUAL UTILTIY PLAN
D-01	D-01	CONCEPTUAL DETAIL 1 OF 3
D-02	D-02	CONCEPTUAL DETAIL 2 OF 3
D-03	D-03	CONCEPTUAL DETAIL 3 OF 3

PREPARED FOR:

INNOVATE MARQUETTE SMARTZONE
101 W WASHINGTON ST SUITE 11
MARQUETTE, MI
(906)227-6261

PREPARED BY:

GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

GEI Consultants

GENERAL NOTES

IMPROVEMENTS COVERED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION, AS AMENDED AND SUPPLEMENTED, THE LATEST MDOT STANDARD PLANS, AND SECTION C (3R) OF THE MICHIGAN DEPARTMENTS OF TRANSPORTATION LOCAL AGENCY PROGRAM GUIDELINES FOR GEOMETRICS, DATED MARCH 4, 2014 AND CITY OF MARQUETTE ENGINEERING DEPARTMENT GENERAL GUIDELINES AND STANDARDS FOR STREET AND UTILITY DESIGN, DATED MAY 2016.

THE PLACEMENT OF PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2011 EDITION, AS AMENDED.

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF GEI CONSULTANTS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF GEI CONSULTANTS.

GEI PROJECT NO. 2204564
MAY, 2023

NOT FOR CONSTRUCTION

NO.	DATE	ISSUE/REVISION	APP

STATE OF MICHIGAN
GEORGE MICHAEL MEISTER
ENGINEER
PROFESSIONAL

DWG. NO.
G-01

SHEET NO.
1 OF 10

CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Cover Sheet.dwg - 5/9/2023

PROPERTY OWNER:
RIVER PARK STORAGE LLC

PROPERTY OWNER:
CITY OF MARQUETTE

PROPERTY OWNER:
CITY OF MARQUETTE

PROPERTY OWNER:
MARQUETTE BOAT STORAGE LLC

PROPERTY OWNER:
DALSTAR PARTNERS LLP

PROPERTY OWNER:
BOARD OF LIGHT AND POWER

PROPERTY OWNER:
BOARD OF LIGHT AND POWER

ZONED: INDUSTRIAL/MANUFACTURING

ZONED: MUNICIPAL

ZONED: MUNICIPAL

ZONED: INDUSTRIAL/MANUFACTURING

ZONED: INDUSTRIAL/MANUFACTURING

ZONED: INDUSTRIAL/MANUFACTURING

ZONED: MUNICIPAL

ZONED: INDUSTRIAL/MANUFACTURING

ZONED: INDUSTRIAL/MANUFACTURING

ZONED: BOARD OF LIGHT & POWER

ZONED: CONSERVATION AND RECREATION

SOO Line Railroad Parcel (60' R/W)

221.36'
N86°36'15"E

230.79'
N52°54'15"E

118.69'
S84°09'00"E

62.28' (R)

S40°24'59"E (R) 100.36'

N57°03'26"W (R) 247.41'

S10°28'04"W (R) 550.44'

N00°13'43"E (R) 692.38'

BUILDING AREA: 2300 SFT

BUILDING AREA: 882 SFT

BUILDING AREA: 427 SFT

BUILDING AREA: 324 SFT

BUILDING AREA: 240 SFT

BUILDING AREA: 240 SFT

GAZEBO

BUILDING 1

BUILDING 2

BUILDING 3A

BUILDING 3B

BUILDING 3C

BUILDING 4

DUMPSTER LOCATION

DUMPSTER LOCATION

DUMPSTER LOCATION

BICYCLE PARKING

VAN/RV PARKING

GATHER-RING

ROW

EASE

WET

O/E

CO

NOTES:

1. FOR BUILDING STRUCTURE DETAILS REFER TO ARCHITECTURAL PLANS.

Not for Construction

0 40 80
SCALE, FEET

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE
MARQUETTE
SMART ZONE
MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME

CONCEPTUAL ZONING PLAN

SHEET NO.

G-02

CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Zoning Plan.dwg - 5/9/2023

ZONED: MUNICIPAL
ZONED: INDUSTRIAL/MANUFACTURING
ZONED: INDUSTRIAL/MANUFACTURING
ZONED: MUNICIPAL
ZONED: MUNICIPAL
ZONED: INDUSTRIAL/MANUFACTURING
ZONED: INDUSTRIAL/MANUFACTURING
ZONED: INDUSTRIAL/MANUFACTURING
60' RIGHT OF WAY
RAILROAD TRACKS
221.36'
N66°36'15"E
S40°24'50"E (R) 100.36'
FOOT BRIDGE
60' X 100' STORAGE BUILDING
10' PRIVATE EASEMENT FOR PUBLIC UTILITIES
ZONED: INDUSTRIAL/MANUFACTURING
SANITARY CLEAROUT
RIVER PARK CIRCLE
ZONED: INDUSTRIAL/MANUFACTURING
118.69'
S84°09'00"E
62.28' (R)
S10°28'04"W (R) 550.44'
FLOOD BOUNDARY LINE
N57°03'42"W (R) 247.41'
50' PARCEL RIGHT OF WAY
24' DRAINAGE EASEMENT
ZONED: INDUSTRIAL/MANUFACTURING
BIKE TRAILS
CONCRETE BLOCKS
32' ELECTRICAL UTILITY EASEMENT
N00°13'43"E (R) 692.38'
APPROXIMATE TREE LINE
230.79'
N53°54'19"E
ZONED: MUNICIPAL
ZONED: BOARD OF LIGHT & POWER
ZONED: CONSERVATION AND RECREATION

NOTES:

1. EXISTING TOPOGRAPHY AND BOUNDARY SURVEY PERFORMED BY VAN NESTE SURVEYING ON MARCH 15, 2021.

Not for Construction

0 40 80
SCALE, FEET

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE
MARQUETTE
SMART ZONE
MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

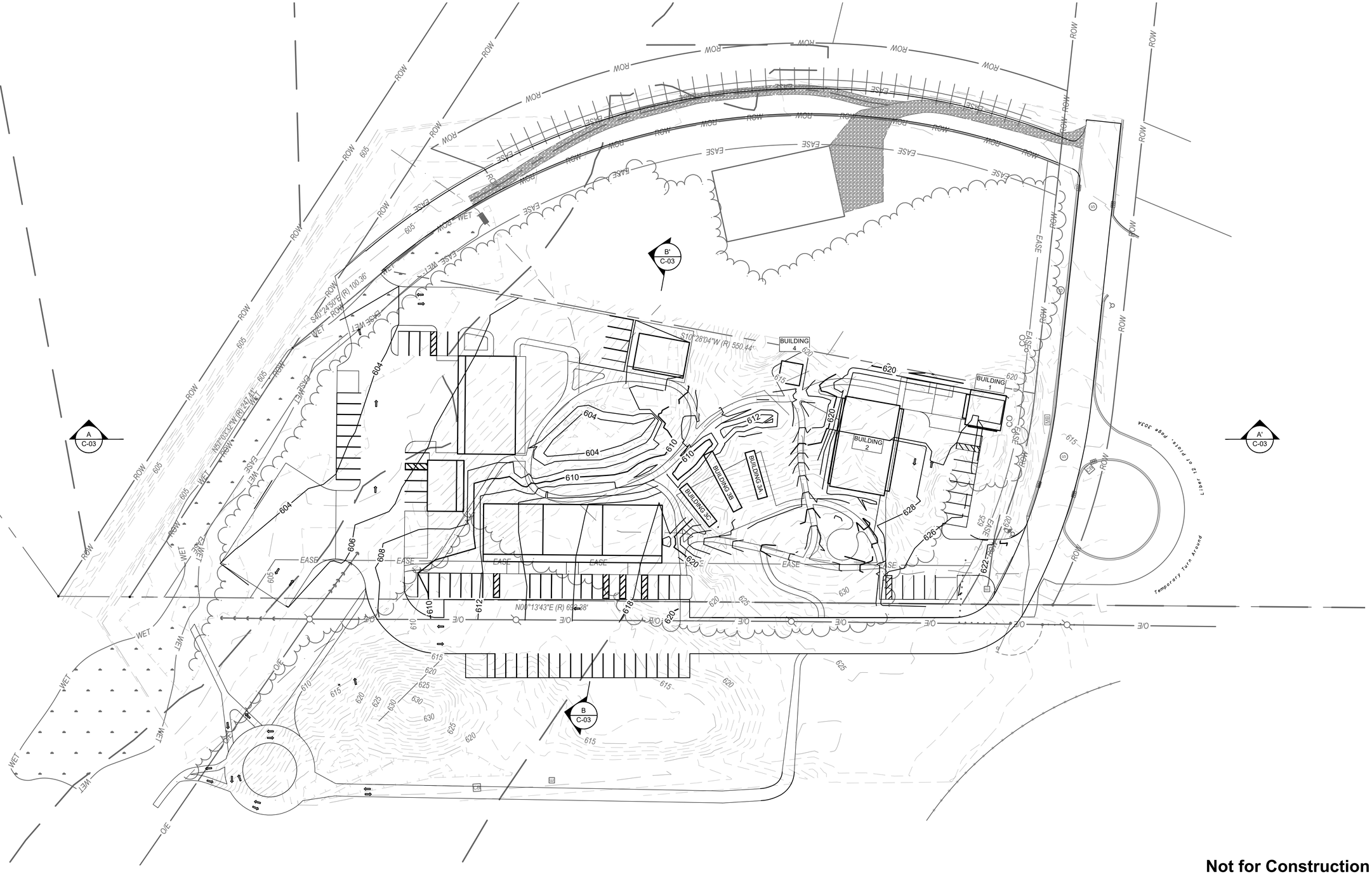
MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME: **EXISTING CONDITIONS**

SHEET NO.: **C-01**

CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Existing Conditions.dwg - 5/9/2023



Not for Construction

0 40 80
SCALE, FEET

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE MARQUETTE SMART ZONE
MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

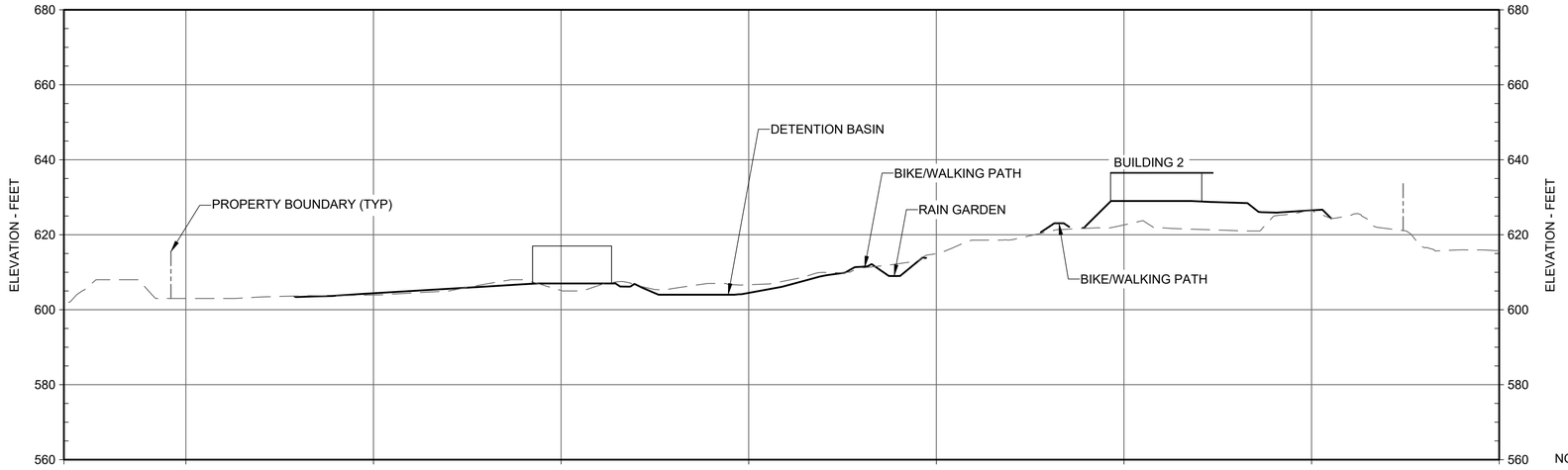
MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
CONCEPTUAL GRADING PLAN

SHEET NO.
C-02

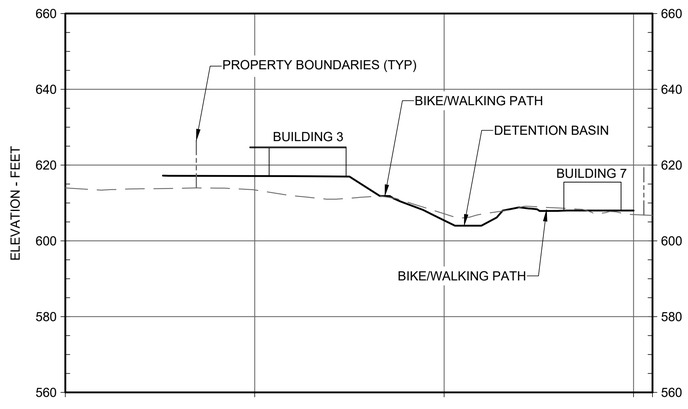
CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Grading Plan.dwg - 5/9/2023



HORIZONTAL SCALE, FEET
0 40 80
0 20 40
VERTICAL SCALE, FEET
NOTE: 2x VERTICAL EXAGGERATION

SECTION
A - A'

SCALE: 1" = 40'



HORIZONTAL SCALE, FEET
0 40 80
0 20 40
VERTICAL SCALE, FEET
NOTE: 2x VERTICAL EXAGGERATION

SECTION
B - B'

SCALE: 1" = 40'

Not for Construction

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE
MARQUETTE
SMART ZONE
MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
CONCEPTUAL SITE SECTIONS

SHEET NO.
C-03

CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Sections.dwg - 5/9/2023

EXISTING WETLAND AREA WATER QUALITY IMPROVEMENT AND PEAK DISCHARGE REDUCTION

CULVERT

DETENTION BASIN

CATCH BASIN WITH DISCHARGE PIPE TO DETENTION BASIN

RAIN GARDEN

CULVERT

CATCH BASIN WITH DISCHARGE PIPE TO EXISTING CATCH BASIN

WETLAND EXPANSION

EXISTING WETLAND AREA WATER QUALITY IMPROVEMENT AND PEAK DISCHARGE REDUCTION

S40°24'35"E (R) 100.36'

S10°28'04"W (R) 550.44'

N00°13'43"E (R) 692.38'

N57°03'26"W (R) 247.41'

BUILDING 1

BUILDING 2

BUILDING 3A

BUILDING 3B

BUILDING 3C

BUILDING 4

SAN

LEGEND:

STORM WATER RUN OFF PATH

Not for Construction

0 40 80

SCALE, FEET

Attention:

0 1"

If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

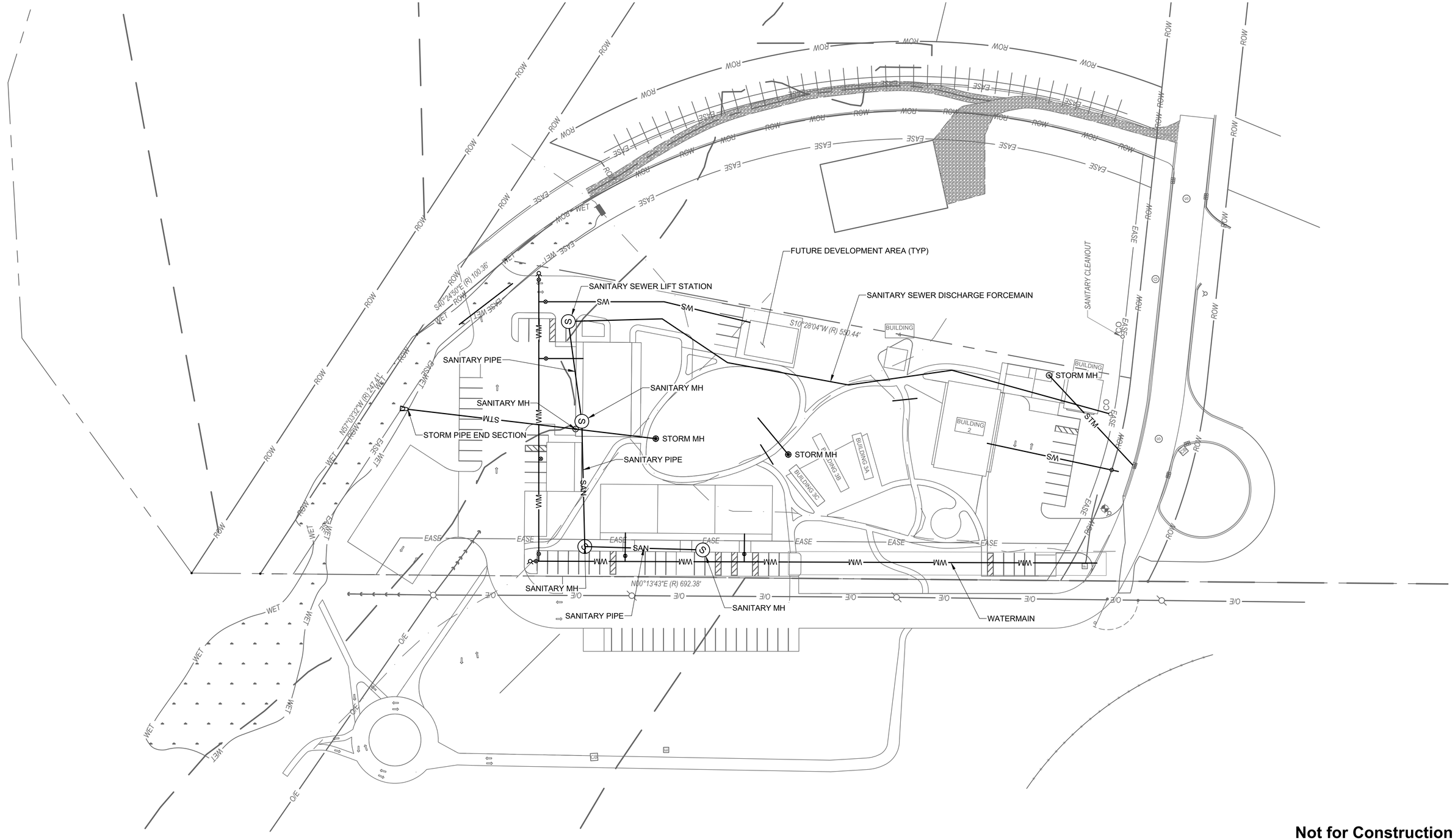
SHEET NAME

CONCEPTUAL STORMWATER MANAGEMENT

SHEET NO.

C-04

CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Stormwater Management.dwg - 5/9/2023



Not for Construction

0 40 80
SCALE, FEET

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE MARQUETTE SMART ZONE
MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

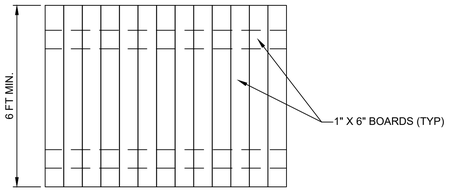
MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
CONCEPTUAL UTILTIY PLAN

SHEET NO.
C-05

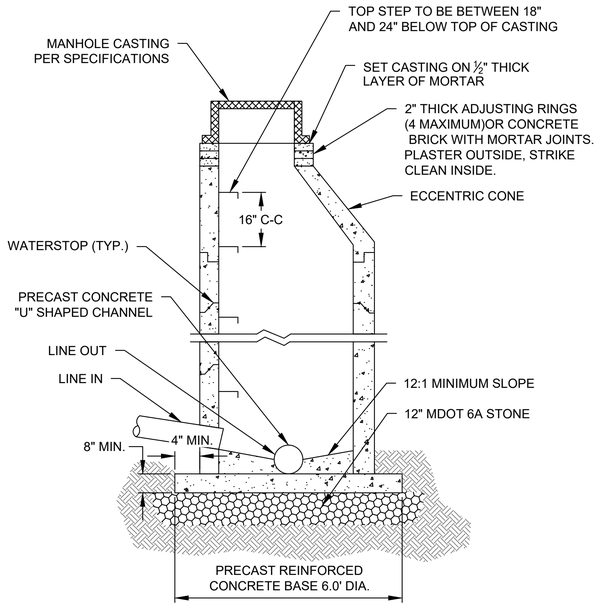
CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Utility Plan.dwg - 5/9/2023



NOTES:

1. FENCE ENCLOSURE TO BE USED FOR SCREENING DUMPSTER. LOCATION AS SPECIFIED ON THE PLANS. COLOR OF PAINT TO BE DETERMINED BY THE OWNER ONCE CONTRACT IS AWARDED.
2. TWO (2) 4"X4" POSTS TO BE USED AT ALL CORNERS, 8 TOTAL FOR ENCLOSURE.
3. CONTRACTOR MUST PROVIDE LATCH TO ENSURE SWINGING DOORS REMAIN CLOSED.

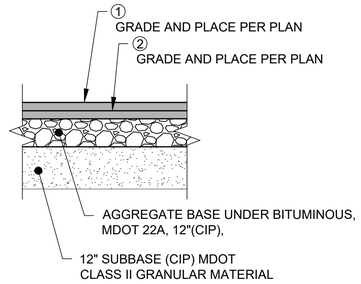
DETAIL
WOODEN FENCE ENCLOSURE — NO SCALE



DETAIL
STANDARD CONCRETE MANHOLE — NO SCALE

NOTES:

1. SANITARY SEWER MANHOLES SHALL BE PROVIDED WITH PRECAST CONCRETE FLOW CHANNELS.
2. PRECAST CONCRETE FLOW CHANNELS SHALL PROVIDE A SMOOTH FLOW-LINE TRANSITION BETWEEN MANHOLE INLET(S) AND MANHOLE OUTLET.
3. FLOW CHANNEL SHALL BE FORMED TO PROVIDE SMOOTH FLOW FROM FORCEMAIN DISCHARGE PIPE.
4. F.M. DISHCARGE BEND FITTING SHALL BE ANGLED TO PROVIDE SMOOTH FLOW INTO FLOW CHANNEL.



NOTES:

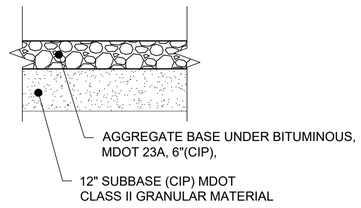
1. EXISTING MATERIAL MAY BE SUBSTITUTED FOR SUBBASE PROVIDED IT MEETS SPECIFICATIONS FOR MDOT CLASS II GRANULAR MATERIAL.
2. CONTRACTOR MUST SUBMIT ASPHALT MIX DESIGN TO ENGINEER FOR APPROVAL .

HMA APPLICATION

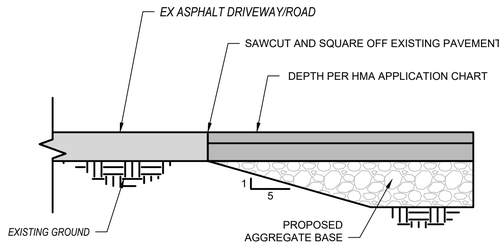
ITEM	MIX	RATE OF APPLICATION	ESTIMATED THICKNESS	PERFORMANCE GRADE	DESCRIPTION
1	HMA, 5EML (TOP)	165 LB/SYD	1.5 INCHES	58-34	TOP COURSE
2	HMA, 4EML (LEVELING)	165 LB/SYD	1.5 INCHES	58-34	LEVELING COURSE

PLACE HMA BOND COAT SS-1H; 0.05-0.15 GALLON/SYD AS DIRECTED BY THE ENGINEER BETWEEN HMA LAYERS
(FOR INFORMATION ONLY, INCLUDED WITH PAYMENT FOR HMA MIXTURES)
MINIMUM AWI (TOP COURSE ONLY) SHALL BE 220

SECTION
STANDARD HMA — NO SCALE



SECTION
GRAVEL PATH — NO SCALE



SECTION
BUTT JOINT — NO SCALE

Not for Construction

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

MARQUETTE, MI

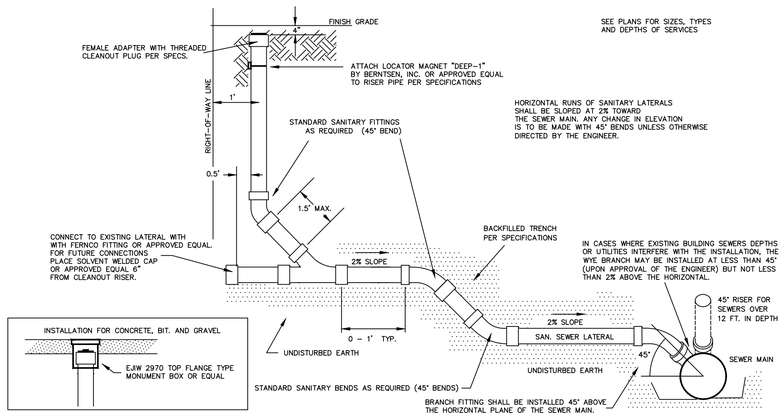
NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME: **CONCEPTUAL DETAIL 1 OF 3**

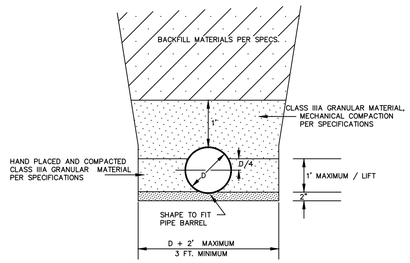
SHEET NO.: **D-01**

CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Details.dwg - 5/9/2023

SANITARY SEWER LATERAL RISER DETAIL

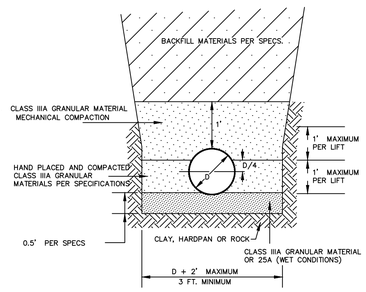


PIPE BEDDING DETAIL "G"
IN SAND AND GRAVEL

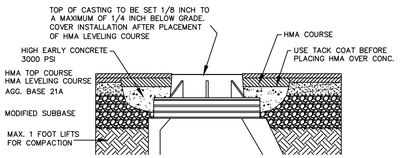


BACKFILL MATERIALS AND METHODS SHALL CONFORM WITH SPECIFICATIONS

PIPE BEDDING DETAIL "G"
IN CLAY, HARDPAN, AND ROCK OR WHERE NATURAL MATERIAL IS UNDERCUT DURING EXCAVATION



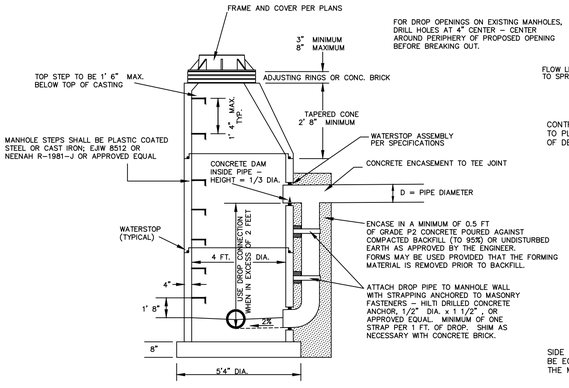
BACKFILL MATERIALS AND METHODS SHALL CONFORM WITH SPECIFICATIONS



TYPICAL MANHOLE COVER INSTALLATION

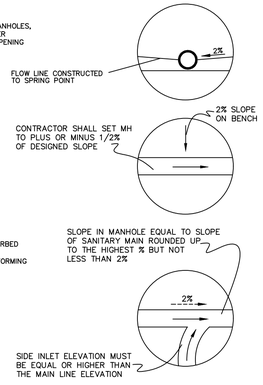
STANDARD CONCRETE DROP MANHOLE

REFER TO M.D.O.T. STANDARD PLANS FOR OTHER CONFIGURATIONS

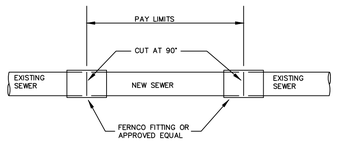


DROP PIPE DIAMETER SHALL BE THE SAME DIAMETER AS THE INCOMING PIPE, UNLESS NOTED OTHERWISE.

FOR DROP OPENINGS ON EXISTING MANHOLES, DRILL HOLES AT 4" CENTER - CENTER AROUND PERIPHERY OF PROPOSED OPENING BEFORE BREAKING OUT.

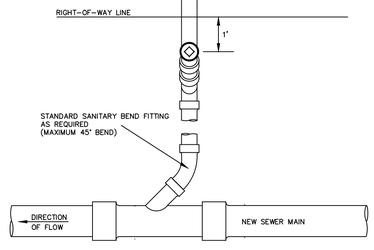


SANITARY SEWER LATERAL REPAIR DETAIL AND SANITARY SEWER POINT REPAIR



NOTE: ALL WORK MUST BE APPROVED BY THE ENGINEER PRIOR TO BACKFILL

PLAN VIEW OF SANITARY SEWER LATERAL



WYE SEWER LATERAL CONNECTION TO NEW MAIN

Not for Construction

Attention:

0 1"

If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

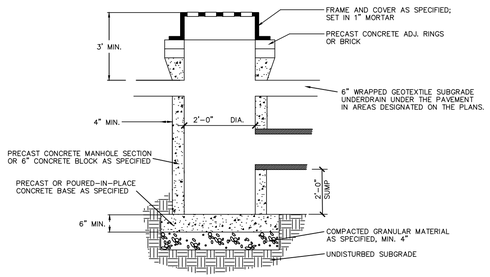
SHEET NAME

CONCEPTUAL DETAIL 2 OF 3

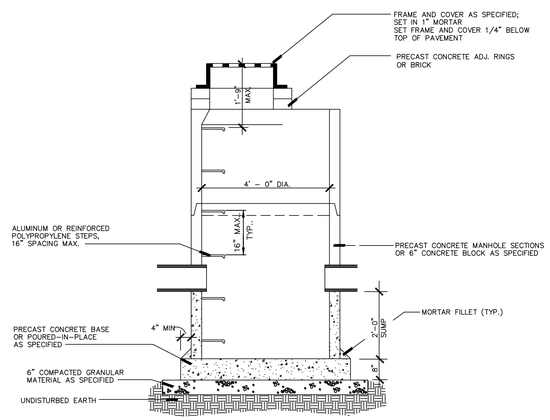
SHEET NO.

D-02

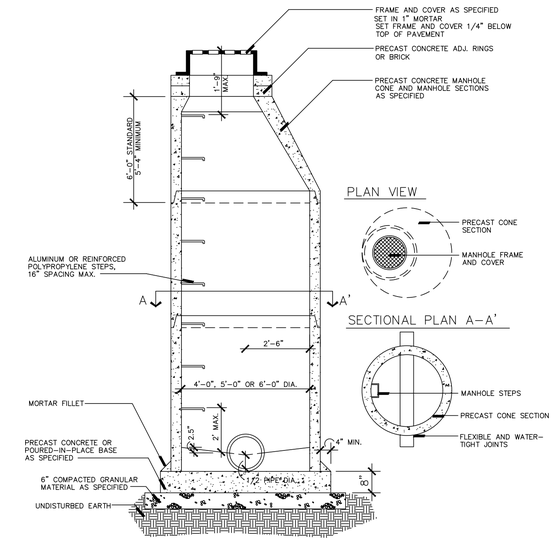
CARMODY, TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Details.dwg - 5/9/2023



2' DIAMETER CATCH BASIN
NO SCALE

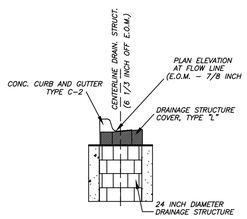


4' DIAMETER CATCH BASIN MANHOLE
NO SCALE

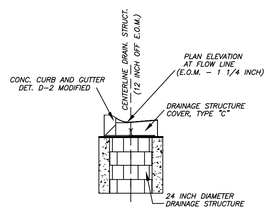


4', 5' OR 6' DIAMETER MANHOLE
NO SCALE

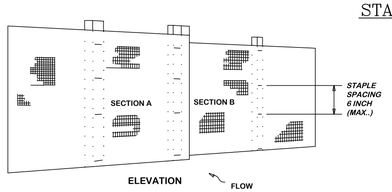
CATCH BASIN DETAIL FOR C-2 CURBING

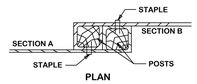


CATCH BASIN DETAIL FOR CONC. CURB DETAIL D-2 MODIFIED

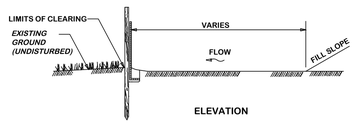


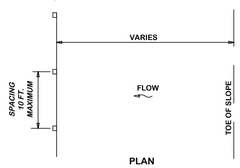
STANDARD DETAIL FOR SILT FENCE INSTALLATION





JOINING TWO ADJACENT SILT FENCE SECTIONS

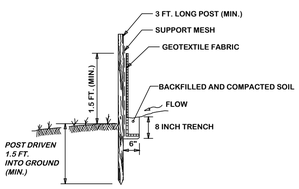




SILT FENCE INSTALLATION AT TOE OF FILL

NOTE:

1. DIMENSIONS NOT LABELED ARE IN INCHES
2. ALTERNATE PRE-ASSEMBLED SILT FENCE OPTIONS WILL BE ALLOWED AS LONG AS SPECIFIED DIMENSIONS ARE SATISFIED. FOLLOW MANUFACTURER'S INFORMATION FOR INSTALLATION PROCEDURES.



POST AND FABRIC INSTALLATION DETAIL

Not for Construction

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

Designed:	GMM
Drawn:	ANC
Checked:	
Approved:	
P.E. No:	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

INNOVATE
MARQUETTE
SMART ZONE
MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

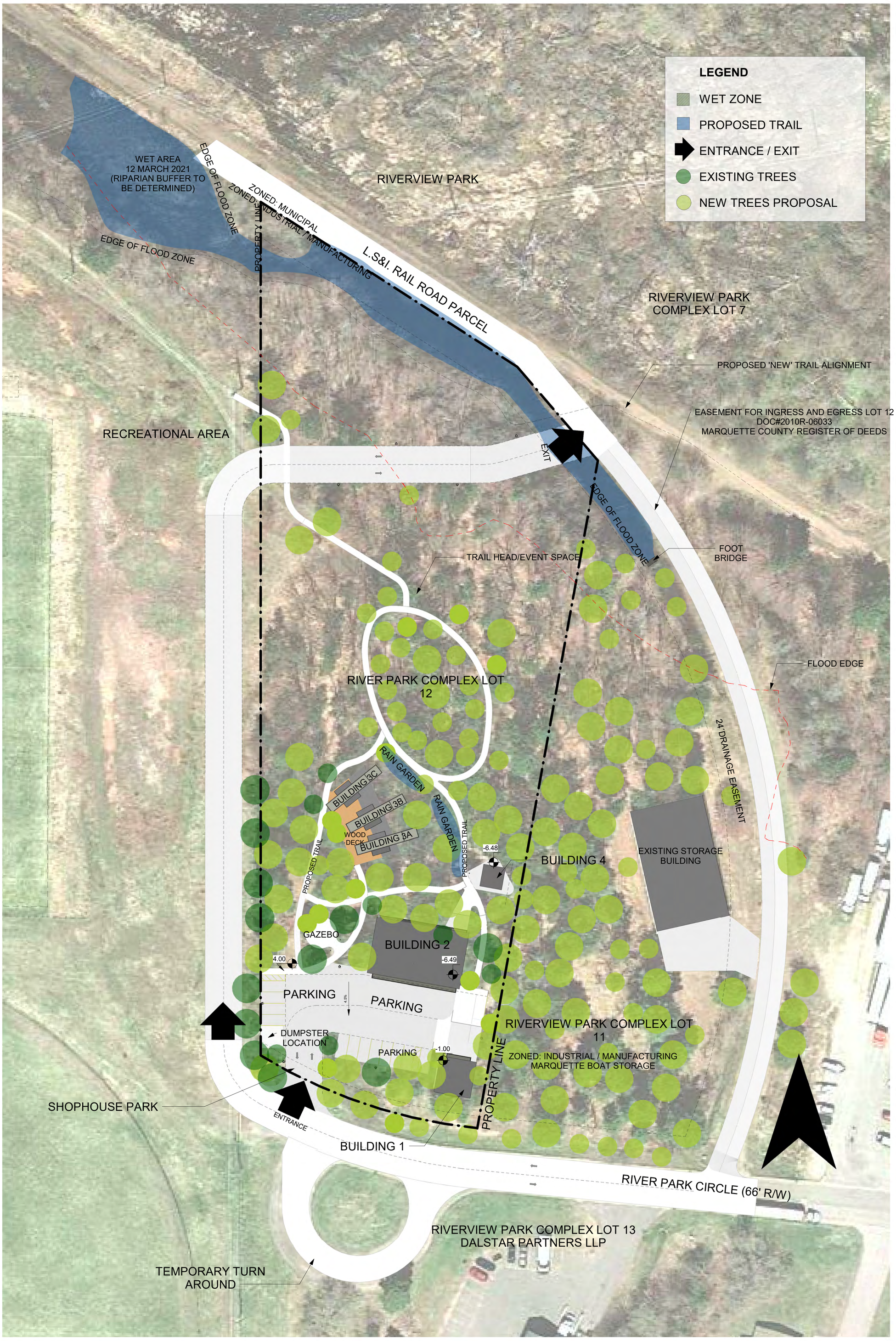
MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
CONCEPTUAL DETAIL 3 OF 3

SHEET NO.
D-03

CARMODY_TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\2204564 Shophouse Park PUD\00_CAD\Design\Sheets\Details.dwg - 5/9/2023



CLIENT

Hoponassu OZ LLC

PROJECT

SHOPHOUSE PARK

PROJECT ADDRESS

480 River Park Marquette, MI 49855

SHEET NAME

MASTER PLAN

STAMP

STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023

NOT FOR CONSTRUCTION

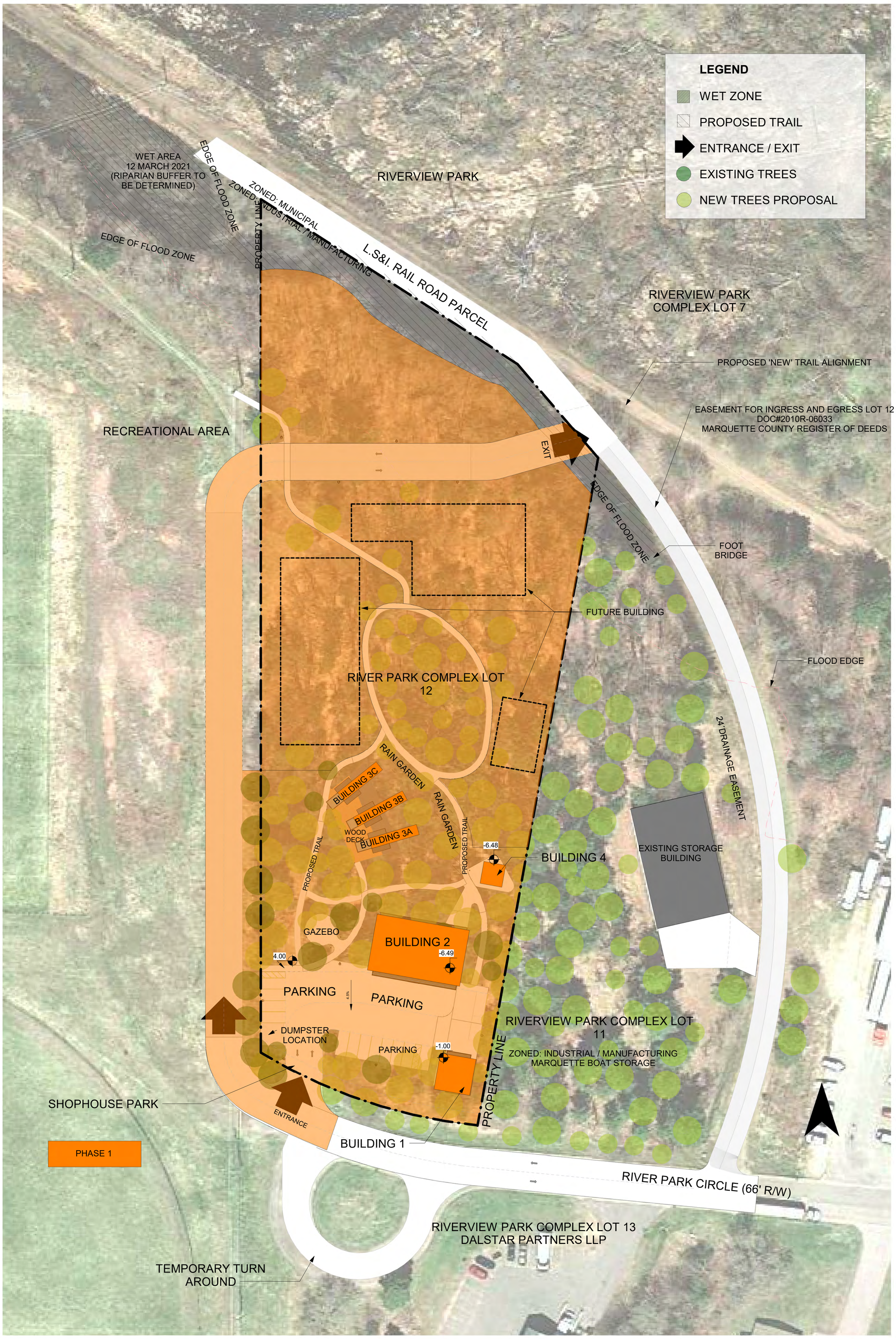
REVISION #

SHEET # A101

SCALE 1" = 40'-0"

PAGE 1/5

5/8/2023 6:17:20 PM



CLIENT

Hoponassu OZ LLC

PROJECT

SHOPHOUSE PARK

PROJECT ADDRESS

480 River Park Marquette, MI 49855

SHEET NAME

PHASE PLAN

STAMP

STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023

NOT FOR CONSTRUCTION

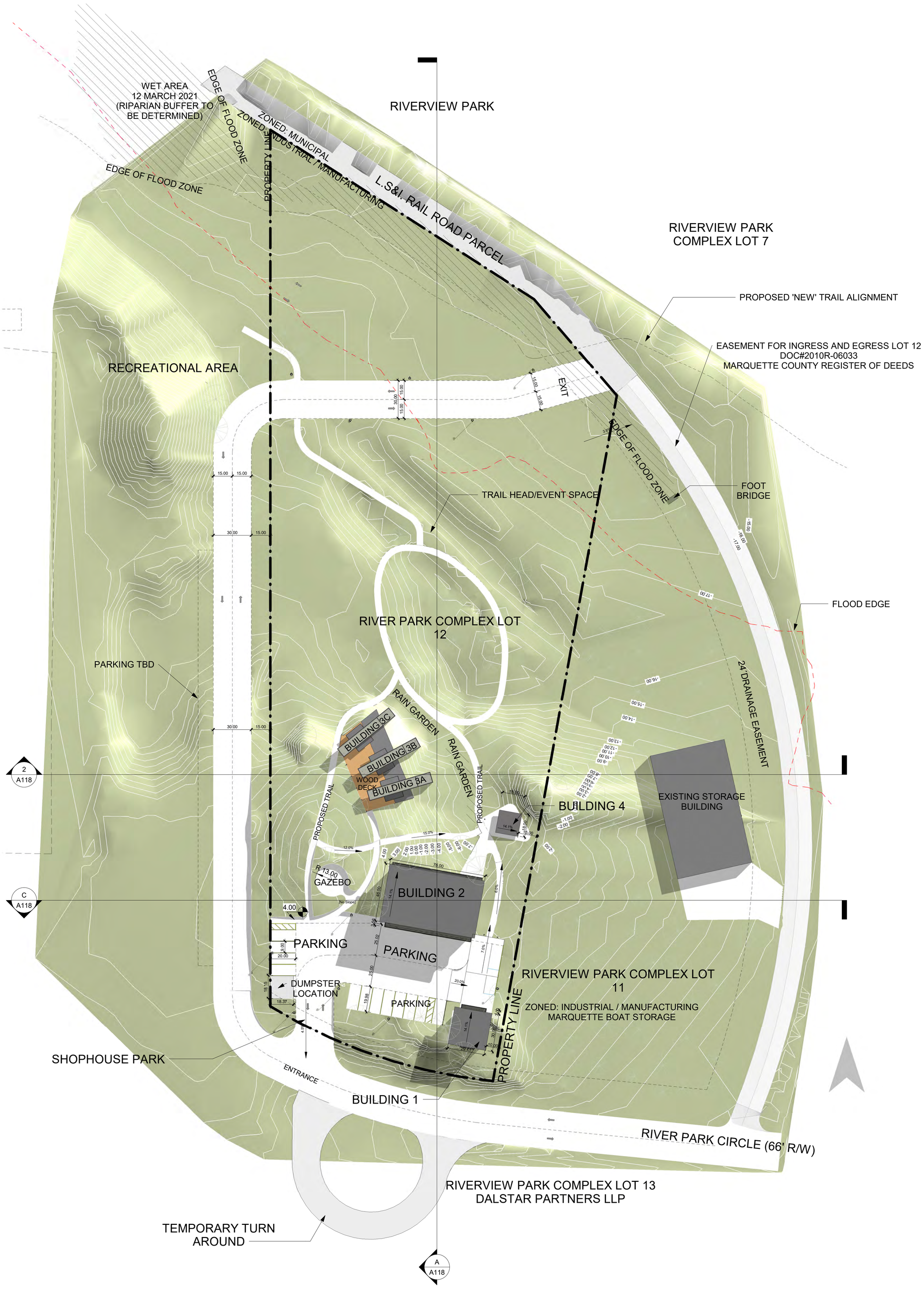
REVISION #

SHEET # A102

SCALE 1" = 40'-0"

PAGE 2/5

5/8/2023 6:17:28 PM



CLIENT

Hoponassu OZ LLC

PROJECT

SHOPHOUSE PARK

PROJECT ADDRESS

480 River Park Marquette, MI 49855

SHEET NAME

SITE PLAN DRAWINGS

STAMP

STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023

NOT FOR CONSTRUCTION

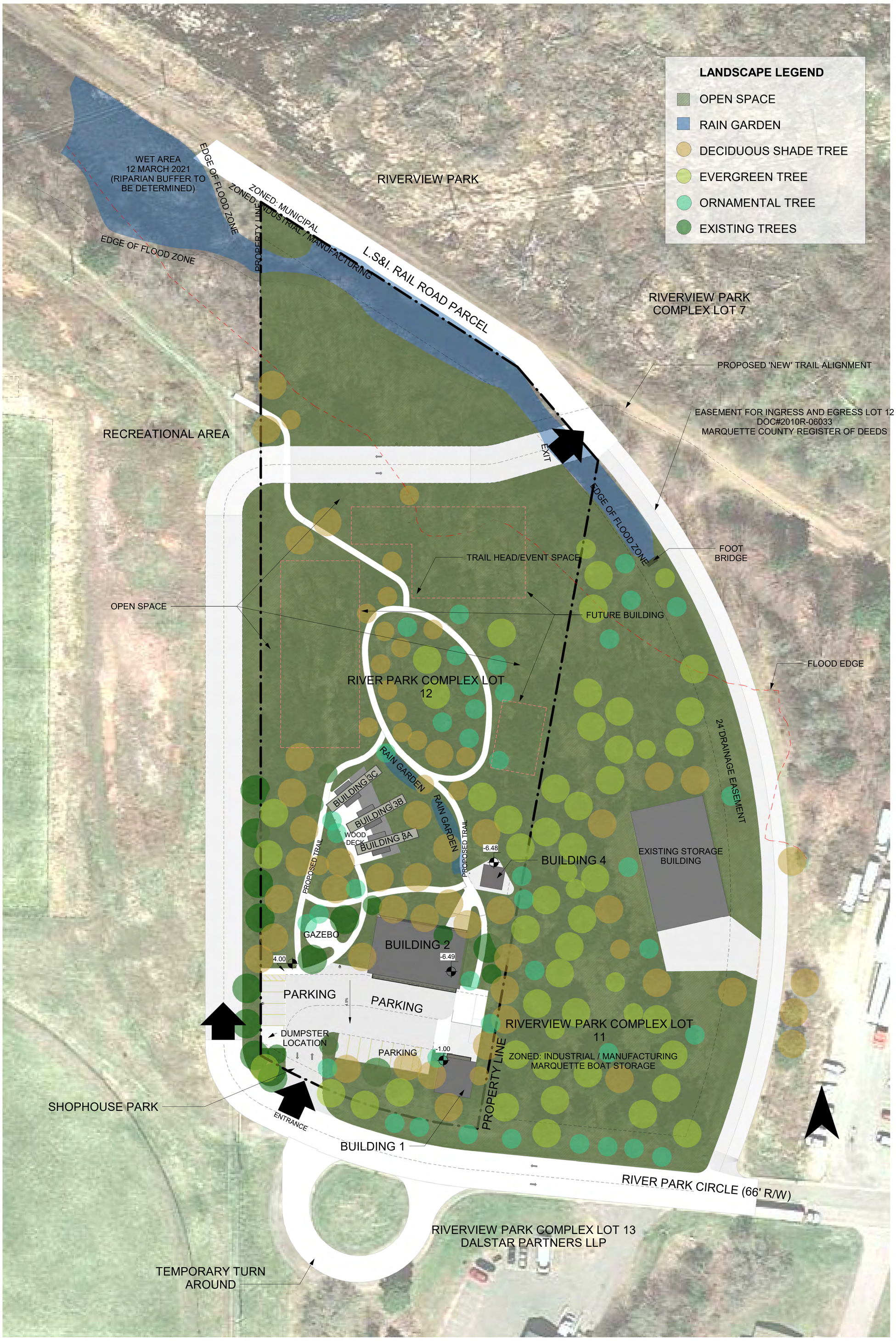
REVISION #

SHEET # A103

SCALE 1" = 40'-0"

PAGE 3/5

5/8/2023 6:17:36 PM



CLIENT

Hoponassu OZ LLC

PROJECT

SHOPHOUSE PARK

PROJECT ADDRESS

480 River Park Marquette, MI 49855

SHEET NAME

LANDSCAPE

STAMP

STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023

NOT FOR CONSTRUCTION

REVISION #

SHEET # A104

SCALE 1" = 40'-0"

PAGE 4/5

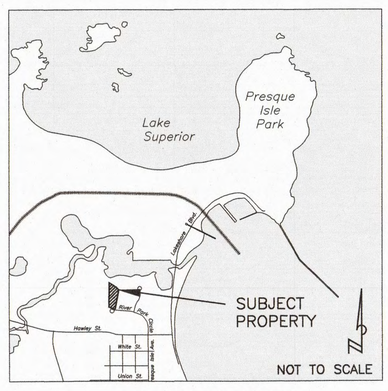
5/8/2023 6:17:44 PM

BOUNDARY & TOPOGRAPHICAL MAP

PLANNED UNIT DEVELOPMENT

SHOPHOUSE PARK

480 RIVER PARK CIRCLE, MARQUETTE, MICHIGAN



VICINITY MAP

LEGAL DESCRIPTION:
(Per Recorded Deed #2010R-06032
Lot 12 of River Park Complex to
the City of Marquette, Marquette
County, Michigan.

DEVELOPMENT:
Shophouse Park
480 River Park Circle
Marquette, MI 49855

PREPARED FOR:
Hoponassu OZ LLC
David Ollila
420 E. Prospect Street
Marquette, MI 49855

N

Scale, In Feet
0 30

ZONED: MUNICIPAL
ZONED: INDUSTRIAL/MANUFACTURING

ZONED: MUNICIPAL
ZONED: BOARD OF LIGHT & POWER

ZONED: MUNICIPAL
ZONED: INDUSTRIAL/MANUFACTURING

ZONED: BOARD OF LIGHT & POWER
ZONED: CONSERVATION AND RECREATION

ZONED: CONSERVATION AND RECREATION
ZONED: INDUSTRIAL/MANUFACTURING

ZONED: MUNICIPAL
ZONED: INDUSTRIAL/MANUFACTURING

ZONED: MUNICIPAL
ZONED: MUNICIPAL

ZONED: INDUSTRIAL/MANUFACTURING
ZONED: MUNICIPAL

Riverview Park

River Park Lot 7 Complex

L.S.&I. Railroad Parcel

(50' R/W)

River Park Lot 8 Complex

Wet Area
12 MARCH 2021

Edge of Wet Area

Board of Light & Power Parcel

N57°03'32"W (R) 247.41'

24' Drainage Easement

S40°24'50"E (R) 100.36'

Existing Trail

Flood Zone 'A'
Flood Zone 'X'

N00°13'43"E (R) 692.38'

32' Electrical Utility Easement

Catch Basin Rim
Elev. =619.0'

Existing Concrete Blocks

Electrical Disconnect Box

Soccer Field Elevation 620.0' - 620.5'

Edge of Playing Field

Foot Bridge

Flood Hazard Area Zone 'A'
Minimal Flood Hazard - Zone 'X'

Easement for Ingress and Egress
Lot 12 Doc# 2010R-06033
Marquette County Register of Deeds

River Park Complex Lot 12
Snapperhead RNR LLC

River Park Complex Lot 9

River Park Complex Lot 11
Marquette Boat Storage LLC

60.0'
100.0'
Existing Storage Building

S10°28'04"W (R) 550.44'

EXISTING PARCEL IS VACANT & HEAVILY WOODED

Concrete Blocks

24' Drainage Easement

(60' R/W)

Easement for Ingress and Egress
Lot 11 Doc# 2010R-00679
and Lot 12 Doc# 2010R-06033
Marquette County Register of Deeds

ARC=186.98'
RADIUS=412.44'
Δ=25°58'30"
CHORD=N70°53'43"W
CH LENGTH=185.38'

10' Private Easement for Public Utilities

Sanitary Clean Out

River Park Circle
(66' R/W)

Lot 10

Lot 13
Dalstar Partners LLP

Temporary Turn Around

Liber 12 of Plats, Page 303A

LEGEND:

- SET 5/8" REROD W/P.S. CAP
- FOUND IRON
- CONCRETE MONUMENT
- WOOD BOLLARD
- FIRE HYDRANT
- GAS MARKER
- SANITARY MANHOLE
- CATCH BASIN
- MAILBOX
- COMMUNICATION BOX
- POWER POLE
- GUY ANCHOR
- OVERHEAD POWER
- UNDERGROUND ATT
- FENCE
- WATER LINE
- STORM SEWER
- SANITARY SEWER
- FORCED SANITARY LINE
- TEST HOLE
- PAVEMENT
- BENCHMARK ELEV. 619.98' UPPER BOLT HEAD ON FIRE HYDRANT

NOTES:
1.0' ELEVATION CONTOURS
NAVD 88 ELEVATION FROM
NGS MARKER RK0129

STATE OF MICHIGAN
GLENN C. VAN NESTE
PROFESSIONAL SURVEYOR
No. 27464
LICENSED PROFESSIONAL SURVEYOR

SIGNED: _____ DATE: 19 APR 2022

Glenn C. Van Neste, Professional Surveyor # 27464
Travis W. Van Neste, Professional Surveyor # 46695

JOB # 221006/89081	SCALE: 1" = 30'	DATE: 18 MAR 2022
(R) RECORDED	(M) MEASURED	DRAWN BY: JMR/TWM
	LINE NOT DRAWN TO SCALE	

VAN NESTE SURVEYING
35 YEARS OF PROFESSIONAL SURVEYING SERVICES
1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855
PHONE (906) 226-6241
www.VanNesteSurveying.com

VNS

SHEET 1 of 2



CLIENT

Hoponassu OZ LLC

PROJECT

SHOPHOUSE PARK

PROJECT ADDRESS

480 River Park Marquette, MI 49855

SHEET NAME

TOPOGRAPHY

STAMP

VAN NESTE SURVEYING
34 YEARS OF PROFESSIONAL SURVEYING SERVICES
1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855
PHONE (906) 226-6241 www.VanNesteSurveying.com

DATE 09 - may - 2023

NOT FOR CONSTRUCTION

REVISION #

SHEET # A105

SCALE 1" = 40'-0"

PAGE 5/5

5/8/2023 6:17:50 PM

INVESTUP™

November 15, 2022

Michigan Strategic Fund
Attn: Mr. Quentin Messer, Jr., Chair
300 North Washington Square
Lansing, MI 48913

Re: ShopHouse Park
Support for MSF Grant Approval

Dear Mr. Messer:

On behalf of Invest UP and its Board of Directors, which represent eleven industry sectors across Michigan's Upper Peninsula (U.P.) and do business in each U.P. county (as well as across the state and the nation) and employ nearly eight percent of the region's workforce, I would like to express our support for the approval of the $3 million Michigan Strategic Fund Grant being requested by Shophouse Park, an innovative and visionary Marquette-based venture that will establish a center of excellence for developing and testing outdoor recreational products and services right here in the Upper Peninsula.

As the U.P. economy continues to evolve and as it focuses more on opportunities attendant to quality of life, place-making, and entrepreneurship, it is now more important than ever for the U.P. to embrace opportunity that is consistent with this focus. This proposal, to build an outdoor venture center in the heart of the U.P. that is focused on broadening the value chain for Michigan's mobility and outdoor recreation manufacturing sectors, is exactly the type of project needed to further a regional economic and community development evolution that will also help the entire State prosper as well.

Organizationally, we share in the MEDC's commitment towards securing Michigan as a top four business and travel destination. We recognize the importance and opportunity of Michigan's outdoor recreation economy – recognition that was recently affirmed by the Administration in recently moving the Outdoor Recreation Industry Office into the MEDC. Shophouse Park is not only perfectly aligned with our strategic objectives for the region but, more importantly, it is a perfect project to further express the importance of the outdoor recreation economy in Michigan and to actually seize on this opportunity.

The outlook I express here is not simply my own, but actually an outlook embraced by significant economic and community development stakeholders and institutions from across the Upper Peninsula, all of whom share in the belief that Shophouse Park will serve as an incredible catalyst for advancing both the region's and the State's competitive position in the advanced transportation and outdoor recreation sectors by providing a unique space for the facilitation of impactful outdoor recreational product and service incubation and development.

Of course, if you have any questions or concerns regarding InvestUP's outlook and its unequivocal and passionate advocacy for this project, and our request that the Michigan Strategic Fund look upon this grant with favor, please call on me any time at 906-280-7800.

Sincerely,



Marty Fittante,
CEO, InvestUP

Letter of Intent to Collaborate

Mr. David Ollila,

This Letter of Intent is to express the commitment of the Advanced Propulsion Systems Laboratories (APS LABS) at Michigan Technological University to collaborate with Shophouse Park and its district partners across the Upper Peninsula, here forth known as the *U.P. Outdoor Recreation Innovation District* (UPORID) for the purposes of growing the outdoor recreation mobility and advanced manufacturing industry in the Upper Peninsula.

APS LABS is a multidisciplinary collaborative that fosters research efforts in the development of clean, efficient, sustainable power-systems technologies. It provides high professional technical expertise that is often sought by companies in this industry, such as Polaris and Yamaha. Building greater regionwide collaboration will complement the mission of APS LABS by creating a connected environment for outdoor recreation innovations across the Upper Peninsula and by building awareness and interest in future mobility manufacturing jobs. UPORID's aspiration to develop a regionwide *Smart and Connected* trail system, which would allow for electric vehicle charging and WiFi connections, could become a significant asset APS LABS could use for a variety of applications. As central component of this district, Shophouse Park also presents a value-added feature that is not yet present in our ecosystem and could provide complementary services to the manufacturing clients APS LABS serves. Linking these two hubs via the *Smart and Connected* trail system strengthens the connections between the economies and assets of two powerful university communities while providing economic opportunities for rural underserved places in between.

As a collaborating partner with Shophouse Park and UPORID, we will be leverage the assets and partnerships of the U.P. to capture additional State and Federal funding to build and encourage what will contribute significantly to the sustainable development and economic resilience of the region in the decades to come. The U.S. Economic Development Administration's designated Economic Development Districts, which include the Western, Central, and Eastern U.P. regions will be engaged to explore additional possibilities for long-term district strategic planning as well as grant funding for development, workforce, and research projects.

Moving forward, APS LABS hopes to attend district coordination meetings and wishes to participate in mutual support of partner projects to the best of its abilities and whenever it makes sense. We look forward to the opportunities that this initiative will present and APS LABS offers its firm support in the creation of the Shophouse Park hub.

Sincerely,

One Woodward Avenue • Suite 1900 • Detroit, Michigan • 48226

Mr. David Ollila
Shophouse Park
Marquette, Michigan

November 14, 2022

Dear Mr. Ollila-

As the Executive Director of MICHauto, I lead the organization that is focused on promoting, growing and retaining Michigan's automotive and mobility industry. Since 2007 we have been aggressively focusing on building our industry and ensuring that Michigan is positioned as an automotive and next-generation mobility leader. We believe that the dynamic growth of the outdoor recreation and technology industry is an incredible opportunity for our state.

We were very pleased that the Michigan Economic Development Corporation has included the Outdoor Recreation and Technology industry as a regional sector focus in its strategic plan. We also see the move to incorporate the Michigan Outdoor Industry Recreation office into the operations of the MEDC as a very significant step for the state.

Fostering places and spaces for testing, innovation, and research to occur in the automotive and mobility industry will continue to be critical to Michigan's economic growth. Whether it be the investment in the American Center for Mobility or the Michigan Central Station, we view these initiatives as game changers for the state.

We see Shophouse Park in the same way. It is an investment in Michigan's future. The ability to connect the entire Upper Peninsula and the industry and facilities in the Lower Peninsula will serve as an incredible catalyst for Michigan's opportunity to lead at the intersection of outdoor recreation, mobility technology, manufacturing, and innovation.

Shophouse Park can be a signature facility and place where innovative ideas will be born. It will be a place where the local community, educational institutions and citizens with innovative ideas can incubate and come to life. It will be an economic driver for the Upper Peninsula and the entire state. It will be a connection point to our traditional industries and the exploding outdoor tech industry.

On behalf of our organization and based on my knowledge of and commitment to growing Michigan's next-generation mobility and innovation competitiveness I wholeheartedly support Shophouse Park.

Sincerely,



Glenn Stevens, Jr.
Executive Director, MICHauto
Vice President, Automotive and Mobility Initiatives, Detroit Regional Chamber

MICHIGAN OFFICE OF
FUTURE MOBILITY
& ELECTRIFICATION

Mr. David Ollila
Shophouse Park
Marquette, Michigan

December 5, 2022

Subject: Letter of Support for Shophouse Park

Dear Mr. Ollila,

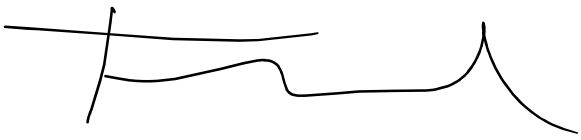
I am writing as Chief Mobility Officer of the State of Michigan and head of the Office of Future Mobility and Electrification (OFME). The office works across state government, academia and private industry to enhance Michigan's mobility ecosystem, including developing dynamic mobility and electrification policies and supporting the startup and scale up of emerging technologies and businesses. We believe that the dynamic growth of the outdoor recreation and technology industry is an incredible opportunity for our state and can further solidify Michigan's mobility leadership.

Fostering places that retain and attract globally mobile talent will continue to be critical to Michigan's economic growth. We view these efforts as the primary economic development imperative for the state.

We see Shophouse Park as one of these initiatives. The ability to connect the entire Upper Peninsula and the industry and facilities in the Lower Peninsula can serve as an incredible catalyst for Michigan's opportunity to lead at the intersection of outdoor recreation, mobility technology, manufacturing, and innovation.

Much like Michigan Central Station, Shophouse Park can be a signature facility and place where innovative ideas will be born. It will be a place where the local community, educational institutions and citizens with innovative ideas can incubate and come to life. It will be an economic driver for the Upper Peninsula and the entire state. It will be a connection point to our traditional industries and the exploding outdoor tech industry

On behalf of OFME and based on my knowledge of and commitment to growing Michigan's next-generation mobility and innovation competitiveness I wholeheartedly support Shophouse Park.



Trevor Pawl
Chief Mobility Officer
State of Michigan
Office of Future Mobility and Electrification
6001 Cass Avenue, Detroit, MI 48202-3423
248.565.5276 pawlt@michigan.org

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

GARY MCDOWELL
DIRECTOR

November 15, 2022

To Whom It May Concern:

As Director of the newly-created Office of Rural Development, housed in the Michigan Department of Agriculture and Rural Development, I work closely with small towns and rural communities across Michigan to improve access and readiness for programs, funding, and regional and statewide coordination around rural development. The Office is intended to align and coordinate investment, ensure a rural "voice" in policy development and decision-making, and act as a partner for communities working towards local and regional solutions, investment, and development that will foster long-term local prosperity.

For decades, rural Michigan has experienced a confluence of unique challenges tied closely to global economic trends and changing demographics that have impacted our communities' workforce and economies. In the face of these changes, rural communities, investors, and other stakeholders are re-examining local and regional assets that will help them transform their communities and economies by creating new, sustainable opportunities for investment, innovation, and business growth.

Shophouse Park is an example of the kind of transformative approach that builds on unique regional assets to create economic opportunity, connecting the Upper Peninsula's unrivaled outdoor amenities with Michigan's historic and evolving manufacturing and mobility industries. By creating a destination for recreation innovation, testing, and research, the project will position the region and the state for new investment and innovation in the burgeoning outdoor recreation industry. What's more, as economic strategies and initiatives throughout the Upper Peninsula align around outdoor recreation, Shophouse Park can act as a powerful connection not just with other parts of the state, but within the region itself, creating new avenues for partnership with local and regional stakeholders and investors.

As the Office of Rural Development works with communities across the state to identify and support solutions to the complex challenges faced by rural Michigan, Shophouse Park will provide an important example of how local and regional assets can be harnessed to build economic opportunity, statewide and regional partnerships, and innovation. We're excited about the potential for Shophouse Park to build on place-based assets to catalyze new investment in the Upper Peninsula, and would like to express our strong support for this project and the transformational approach to rural development that it represents.. Thank you for your consideration of this important opportunity, and please don't hesitate to reach out with any questions.

Sincerely,

Sarah Lucas, AICP
Director, Office of Rural Development

Mr. David Ollila
Shophouse Park
Marquette, Michigan

November 22nd, 2022

Dear Mr. Ollila,

Polaris Inc., the global leader in powersports, headquartered in Minnesota, has been pioneering products and services that allow people to discover the joys of being outdoors since our founding in 1954. We happily serve more than 100 countries worldwide. We also employ approximately 16,000 workers, nearly 9,000 of those in the United States, and manufacture varying products within 13 facilities across eight states (AL, CA, ID, IN, IA, MN, OH, and WI), as well as several international manufacturing locations.

With over 75 years of heritage rooted in the outdoors of the upper Midwest, Polaris is very pleased to see that the Michigan Economic Development Corporation (MEDC) has included the Outdoor Recreation and Technology Industry as a sector of focus in its strategic plan. Polaris wholeheartedly believes in cultivating the outdoors and delivering experiences that encapsulate all it has to offer.

The continued growth and transformation of the outdoor industry is of utmost importance. Polaris strives for improvements in all areas of the powersports industry, including technology and product advancements, safety, customer satisfaction, and preserving and protecting the outdoors. Venues to foster innovation, collaboration, technology development, testing and research will be pivotal to meeting these overall objectives and driving the outdoor industry's success.

Polaris sees Shophouse Park and Mr. Ollila's commitment to nurturing collaboration and innovation across the state of Michigan as both meeting industry need and as a significant investment in Michigan's outdoor industry future.

Shophouse Park has the potential to be an economic driver for the outdoors and specifically the Upper Peninsula. Mr. Ollila's vision to foster technology and innovation through engagement with local communities, citizens, educational institutions, and industry, will provide significant opportunity and value for the outdoors. Investments like this will aide in positioning Michigan as a leader in technology, innovation, and outdoor recreation.

On behalf of Polaris and our mutual commitment to the outdoors, innovation, technology, and collaboration, I wholeheartedly support Shophouse Park.

Sincerely,

Josh Stevens
Corporate & Product Development Advanced Technology

ED McBROOM
38TH DISTRICT
CAUCUS DEAN
P.O. BOX 30036
LANSING, MI 48909-7536
PHONE: (517) 373-7840
FAX: (517) 373-3932
senmcbroom@senate.michigan.gov

THE SENATE
STATE OF MICHIGAN

COMMITTEES:
CHAIR, NATURAL RESOURCES
CHAIR, OVERSIGHT
VICE CHAIR, ELECTIONS
VICE CHAIR, JCAR
ADVICE AND CONSENT
ENVIRONMENTAL QUALITY
TRANSPORTATION

November 9, 2021

Michigan Economic Development Corporation
Attn: Mr. Quentin Messer, Jr., CEO
300 North Washington Square
Lansing, MI 48913

Dear Mr. Messer:

As our state enters the road to recovery from a global pandemic, Michigan is entering a renaissance in mobility and outdoor recreation with innovation in advanced transportation, electrification, automation, and connected vehicle-infrastructure technology. Combined with our state's unparalleled public natural resources, four-season recreational assets, manufacturing legacy, and institutional research capabilities, Michigan is positioned to lead at the confluence of these two emerging sectors.

As legislative representatives of the U.P. and Northern Michigan we are pleased to support a proven entrepreneur and coalition of committed stakeholders in the development of an Upper Peninsula, regional Outdoor Recreation Innovation District and the creation of Shophouse Park, a Marquette based venture, that will augment Michigan's advanced mobility and transportation sector by establishing a center of excellence for developing and testing outdoor recreational products and services throughout the Upper Peninsula. This would make the U.P. one of the largest innovation districts in the country. At its core, Shophouse Park is a mixed-use real estate development physically located within a Qualified Opportunity Zone at an intersection of nationally recognized trails, family recreation, advanced manufacturing, and the world's largest freshwater resource, Lake Superior. In addition to its dynamic community development function, the project features a modern place-based research and development retreat for industry teams alongside the Michigan Outdoor Venture Center, an entrepreneurial incubator and accelerator specifically designed for mobility and outdoor recreation start-up ventures.

Accelerated by workplace freedom and a resurgence in open air experiences, outdoor recreation is establishing its position as a major economic engine in America. Outdoor recreation generates $26.6 billion in consumer spending, supporting $2.1 billion in state and local taxes and $7.5 billion in wages and salaries that directly supports 232,000 jobs. For perspective, outdoor recreation contributes $788 billion to the national economy. And while the U.P. is vested in the legacy and future of historic land-based industries, we recognize that strategic investments in outdoor recreation, particularly as it relates to mobility are essential to economic diversification and innovation-derived growth that also align with our landscapes, people, and culture in an authentic way. One needs to look no further than the fully

booked campgrounds, trailhead parking lots, record breaking preseason snowmobile sales, and gear-hauling adventure mobiles lining roadways and trails throughout the U.P. to see firsthand evidence of these data points.

While we welcome and encourage recreational tourism, these trends are also time-tested validation for broadening the value chain for Michigan's mobility and outdoor recreation manufacturing sectors. In this regard, we are especially motivated by the unique opportunity presented by Shophouse Park. We appreciate the state's positive progress in elevating our competitive position in the advanced transportation and outdoor recreation sectors by committing to increase mobility investment and engage more startups, bolstering mobility manufacturing, expanding smart infrastructure, enabling the mobility workforce, developing and attracting talent, investing in park infrastructure and public lands, investing in economic development in the outdoor industry, and generating new job creation in these sectors. We share in your vision to "establish Michigan as a premier location for young companies to start, scale, commercialize, and grow technologies redefining the movement of people of goods."

With these shared values in mind and with the intent to add value through the Upper Peninsula, the State of Michigan and to the country, we ask for your support in funding and driving collaboration throughout the entire state to show how the U.P. can bring tangible value to the state's economy through innovation and entrepreneurial support, where the outdoors meets mobility.

Sincerely,



Ed McBroom, Senator
38th District



Wayne Schmidt, Senator
37th District



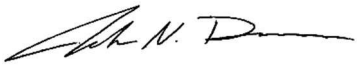
Gregory Markkanen, Representative
110th District



Sara Cambensy, Representative
109th District



Beau LaFave, Representative
108th District



John Damoose, Representative
107th District

November 15, 2022

Shophouse Park
Marquette, Michigan

Subject: Letter of Support for Shophouse Park

Dear Mr. Ollila-

TechTown in an organization that is focused on breaking cycles of intergenerational poverty and generating equitable community wealth through entrepreneurship. We believe that this bottom up approach is not a zero-sum game where different localities compete against each other. Rather, we hold that the more successful efforts across the state are, the more prosperous Michigan will be.

We were very pleased that the Michigan Economic Development Corporation has included the Outdoor Recreation and Technology industry as a regional sector focus in its strategic plan. We also see the move to incorporate the Michigan Outdoor Industry Recreation office into the operations of the MEDC as a very significant step for the state.

Fostering places that retain and attract globally mobile talent will continue to be critical to Michigan's economic growth. We view these efforts as the primary economic development imperative for the state.

We see Shophouse Park as one of these initiatives. The ability to connect the entire Upper Peninsula and the industry and facilities in the Lower Peninsula can serve as an incredible catalyst for Michigan's opportunity to lead at the intersection of outdoor recreation, mobility technology, manufacturing, and innovation.

Shophouse Park can be a signature facility where innovative ideas will be born. It will be a place where the local community, educational institutions and citizens with innovative ideas can connect. It will be an economic driver for the Upper Peninsula and the entire state. It will be a magnet for talent, both Michigan-born and from out of state.

On behalf of our organization and based on my knowledge of and commitment to growing Michigan's next-generation mobility and innovation competitiveness I wholeheartedly support Shophouse Park.

Sincerely,

Ned Staebler
President and CEO

November 16, 2022

Shophouse Park
Marquette, Michigan

Subject: Letter of Support for Shophouse Park

Dear Mr. Ollila-

Innovate Marquette is an organization that is focused on developing new start-up businesses, supporting and growing accelerator businesses, supporting growth through technology in local businesses, supporting tech businesses transitioning to the local area, and supporting capital investment in all businesses we serve. In our region, we recognize Outdoor Innovation, Sustainable Technologies, and Creative Technologies/Tech Art as our most rapid growth sectors.

We were very pleased that the Michigan Economic Development Corporation has included the Outdoor Recreation and Technology industry as a regional sector focus in its strategic plan. We also see the move to incorporate the Michigan Outdoor Industry Recreation office into the operations of the MEDC as a very significant step for the state.

Fostering places that retain and attract global mobile talent will continue to be critical to Michigan's economic growth. We view these efforts as primary economic development imperative for the state.

We see Shophouse Park as one of these initiatives. The ability to connect the entire Upper Peninsula and the Lower Peninsula can serve as an incredible catalyst for Michigan's opportunity to lead at the intersection of outdoor recreation, mobility technology, manufacturing, and innovation.

Shophouse Park can be a signature facility where innovative ideas will be born. We plan to directly support the Park by placing our Outdoor Innovation Accelerator onsite. This partnership will be an economic driver for the Upper Peninsula and the entire state. We will be a magnet for talent, both Michigan-born and from out of state.

On behalf of our organization and based on my knowledge of and commitment to growing Michigan's next-generation mobility and innovation competitiveness. I wholeheartedly support Shophouse Park.

Sincerely,

Joseph A. Thiel

Joe Thiel
CEO

Detroit Regional Partnership

November 16, 2022

Mr. Quentin J. Messer, Jr., Chair
Michigan Strategic Fund
300 North Washington Square
Lansing, MI 48913
Re: ShopHouse Park/MSF Grant

Dear Quentin:
On behalf of the Detroit Regional Partnership (DRP), I would like to indicate our support for the approval of the ShopHouse Park proposal to the Michigan Strategic Fund, for a $3 million grant to establish a center of excellence for developing and testing outdoor recreational products and services in the Upper Peninsula. We believe this proposal merits state investment as it connects quality of place and community to economic development, supporting and building on the strong tourism industry in our state.

The DRP became familiar with the ShopHouse Project during the creation of the Global Epicenter of Mobility (GEM) as we applied for the EDA Build Back Better Regional Challenge. ShopHouse looks at mobility from a broad perspective and there is indeed alignment with the work we are doing with our successful EDA proposal. This thoughtful proposal will give our state another leading edge piece of the puzzle for GEM. We feel that the entire state, with over 400 assets to support the mobility industry, is well positioned to remain the epicenter of all mobility activity, not just in the traditional automotive space. There is so much that can be leveraged from the cutting edge work that is currently being done by the Michigan automotive industry around mobilty, which can be applied to other industry sectors. ShopHouse Park is a perfect example of this.

We certainly would have considered ShopHouse Park in our GEM proposal but thought that this was stretching the Detroit Region a bit far! However, we are all Team Michigan, and so we wholeheartedly support this request from ShopHouse Park. We also commit to keeping them engaged in our research and learnings, where appropriate, as Michigan continues to lead the way in global mobility technology.

Sincerely,

Maureen Donohue Krauss

Maureen Donohue Krauss
President and CEO

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

MEMORANDUM

Date: **December 13, 2022**

To: **Michigan Strategic Fund Board**

From: **Tino Breithaupt, Managing Director-Regional Prosperity**

Subject: **FY22 Funding Allocation – Shop House Park Technology and Innovation Center Hub ("Applicant")**

Request

Michigan Economic Development Corporation ("MEDC") staff requests that the Michigan Strategic Fund ("MSF") Board allocate $3,000,000 in FY23 funding to assist the Applicant with the development and construction of the Shophouse Park Technology and Innovation Center Hub. To support the project, the Applicant is requesting a $3 million performance based grant as described in the attached Summary of Terms.

Background

Michigan is uniquely situated to focus on the outdoor recreation industry and the potential economic impact on economic development. The outdoor recreation industry represents nearly $900 Billion in economic activity annually in the United States. Increasingly, a larger share of that economic activity is attributable to electrification of the outdoor mobility industry, including products such as all-electric watercraft, ATVs, UTVs, RVs, motorcycles, bicycles and snowmobiles. To date, no state has capitalized on the opportunity that a project like Shophouse Park brings, including hundreds of millions of dollars in follow-on economic activity and development. That includes both co-location of the leaders expanding and improving the industry's offerings, as well as improvement, maintenance and development of additional facilities such as multi-use trail networks. The project will solidify Michigan's place as the leader in the advancement of the outdoor mobility space, drawing companies and teams from across the globe to develop new technologies and vehicles. It will draw additional private investment and capital, and will consolidate and focus talent in the region. It will also facilitate the development of a regional smart and electrified trail network, which can be used as a model for other regions, with the technology being developed right here in Michigan. The project will coordinate with other outdoor industry efforts across Michigan, including attracting venture capital targeting the outdoor recreation industry.

This project is not a tan piece of dirt shaped in a rectangle. Rather, the Applicant will capitalize on collection of outdoor assets unique to Michigan's Upper Peninsula to facilitate research and development, product testing and evaluation. The Upper Peninsula is home to 8 million acres of accessible land, 10,000 miles of trails, 4,300 lakes, 1,700 miles of Great Lakes shoreline and 12,000 river miles. All of this means that it is a great place for all manner of recreation, and thus a great location for companies to research, test and develop new outdoor recreation products. The project space itself will be developed and used as a destination for short-to-medium term remote working, off-site team meetings and product assessment, customer events, product rollouts and industry events. The project will capitalize on private sector funding, as well as state and federal grant opportunities, to facilitate product innovation, development, testing, branding and proof-of-concept for new products. It's central location in the Upper Peninsula provides proximity to a wide array of outdoor amenities and connections to Michigan's mobility industry and makes Shophouse Park an excellent location for the state's investment.

Project Description

The project will consist of a technology park, research and development center, and outdoor recreation incubator. It will consist of eight buildings totaling 40,000 square feet located on 3.44 acres in Marquette, Michigan. It will include live, work, and research and development space to serve the outdoor recreation and mobility industries. The project is essentially a commercial, residential, and industrial campus where forest meets factory. The project will include a collection of small-footprint live-work-innovate space, located in Marquette, Michigan. It is strategically located in an area that allows its users to take advantage of the wide variety of terrain and conditions that Michigan's Upper Peninsula has to offer, while facilitating the knowledge base that Michigan has developed in the outdoor mobility space. In addition to experienced development and management teams, the project will team will collaborate with ecosystem collaborators to harness the energy and capture the attention of the industry. That includes a broad array from across the state, including the Detroit Regional Partnership, The Right Place, InvestUP, Centropolis Accelerator, universities, private industry and federal, state and local units of government. The project will also focus the attention of the national and international recreation industry on Michigan, leveraging investment and bringing more business opportunities to the Upper Peninsula and across the state. (See Exhibit 1).

A background check has been completed in accordance with the MSF Background Review Policy and the project may proceed for MSF consideration.

Development Team

The development team will be led by the Owner/Developer, David Ollila. The balance of the team will be comprised of entities with proven development track records. (See Exhibit 2).

Management Team:

The management team will be led by David Ollila as Chief Executive Officer. The balance of the management team will be comprised of individuals with significant experience in managing the ongoing operations of mixed use projects and innovation districts. (See Exhibit 2).

Deliverables

The deliverable will consist of the completion of the project as defined above.

For three years after completion, the developer expects to track and report additional project impact information to the extent is available and can be publicly disclosed. That information may include the following:

- Number of new start-ups supported (in and out of state) by the Applicant.
- Number of new dollars spent in the U.P. on research and development through Shophouse Park.
- Number of Michigan companies leveraging/using Shophouse Park.
- Number of statewide ecosystem collaborations (e.g. Centropolis, Lean Rocket Labs, Tech Town, Ann Arbor SPARK, 100k ideas, etc.) involving Shophouse Park.

Recommendation

MEDC staff recommends that the MSF Board approve the grant request as outlined in the attached resolution.

Shop House Park Technology and Innovation Hub
Summary of Terms

This document summarizes the key terms and conditions of the potential Michigan Strategic Fund Grant Award for Shophouse Park Technology and Innovation Hub (the "Company"). The proposed terms and conditions herein will not be construed as binding upon either party until the mutual execution of a written grant agreement. Any obligations that may be deemed to arise under this Term Sheet are contingent on the Company obtaining all necessary approvals, and the Michigan Economic Development Corporation ("MEDC") obtaining all necessary Michigan Strategic Fund ("MSF") Board approvals.

Grant Award: Up to $3,000,000 to the Company for Eligible Activities, as defined in the resolution approved by the MSF Board on December 13, 2022. The grant funds will be used to plan, develop, construct and establish the built environment of Shophouse Park. The grant will be distributed to Hoponassu OZ, LLC, which is the project owner and whose sole member is David Ollila.

Term of the Agreement: Effective Date through the earlier of: (i) December 31, 2026; (ii) the grant manager's approval of the Project Completion Milestones; or (iii) the Parties otherwise agree in writing.

Disbursement of Grant Funds: Grant funds will be disbursed based on the Company's achievement of the following key milestones and, except as to Key Milestone One, only after the Company has actually expended at least ninety percent (90%) of the grant funds disbursed under the immediately preceding Key Milestone in accordance with the project budget:

- Key Milestone One: Not to exceed $375,000 (preconstruction costs)
    - Disbursement request in the form provided by the MEDC;
    - Evidence of a firm owner equity investment, in the amount of $300,000 satisfactory to the MSF grant manager. (Includes commitment of land valued at not less than $200,000.)(SmartZone and City of Marquette investment shall count toward this equity investment number.)
    - Evidence of a private equity commitment, in the amount of $750,000, satisfactory to the MSF grant manager.
    - Evidence of a firm funding commitment from a commercial lending institution, or other similar entity, in the amount of $4,950,000, satisfactory to the MSF grant manager.

- Key Milestone Two: Not to exceed $2,025,000
    - Disbursement request in the form provided by the MEDC;
    - A narrative describing in detail the Eligible Activities to be completed with the grant disbursement received under Key Milestone Two.
    - A copy of the bid specifications and/or construction contracts for the real property improvements and infrastructure upgrades.
    - Evidence of at least $2,000,000 in other funds committed or expended for construction or other costs related to the development of Shophouse Park and Innovation Hub.

- Key Milestone 3 Not to exceed $300,000
    - Disbursement request in the form provided by the MEDC;
    - A spreadsheet describing and itemizing the actual expenditure for Eligible Activities of grant disbursements received under Key Milestone Number Two. The spreadsheet shall include the corresponding category of the budget, identify the

name of actual vendor or recipient of each expenditure, and be accompanied by supporting documentation;
    - Evidence of at least $300,000 in other funds expended for construction or other related costs for the development of Shophouse Park
    - A narrative describing in detail the Eligible Activities to be completed with the grant disbursement received under Milestone Three.

- Project Completion Milestone: Not to exceed $300,000
    - A final milestone certificate in the form determined by the MEDC;
    - A spreadsheet describing and itemizing the actual expenditure of grant disbursements for all Eligible Activities completed during the Term. The spreadsheet shall include the corresponding reference category of the budget, identify the name of actual vendor or recipient of each expenditure, and be accompanied by supporting documentation.
    - Documentation satisfactory to the grant manager that the Shophouse Park Technology and Innovation Hub are complete.

Eligible Activities: Architectural/engineering design, consulting, legal, permitting, infrastructure, site preparation, building construction and other costs related to the development of the Shophouse Park Technology and Innovation Hub.

Suspension of Disbursements: The MSF may immediately suspend making disbursements of the MSF Award upon the occurrence of: (i) an event resulting in a Repayment Amount following any applicable cure period, (ii) an uncured event of default, which shall be defined in the grant agreement, but shall include, without limitation, material noncompliance with the terms of the grant agreement, (iii) an uncured event of default in any material respect under any other agreement with the State of Michigan or (iv) the occurrence of an event which, with the giving notice or the passage of time, or both, would constitute an event of default, which remains uncured following the applicable cure period. The MSF shall notify the Company prior to suspending any disbursements.

Clawback Provisions: The Company may be required to repay all or a portion of the grant disbursements made under the MSF Award upon the occurrence of one or more of the following events (each resulting in a "Repayment Amount"). All Repayment Amounts must be paid no later than 90 days after written notification by the MSF. Any Repayment Amount not paid within 90 days is subject to a penalty of 1% per month, prorated on a daily basis:

- **Project Abandonment**: if the Company voluntarily abandons the project after the MSF Award is disbursed and on or before the end of the Term it will be required to repay 100% of grant disbursements made under the MSF Award.
- **Bankruptcy or Insolvency** – If the Company files for bankruptcy or otherwise becomes insolvent on or before the end of the Term, with any such proceedings against the Company not being set aside within sixty (60) calendar days from the date of institution thereof and results in the material reduction to the Company's operations for the Project, it will be required to repay 100% of grant disbursements made under the MSF Award.
- **Material Misrepresentation.** If the Company makes a material misrepresentation of fact under the grant agreement, any required submissions thereunder, or any payment request to the MSF on or before the end of the Term, it will be required to repay 100% of grant disbursements previously made under the MSF Award.
- **Misuse of Funds**: if the Company uses the MSF Award for a prohibited purpose during the Term it will be required to repay 100% of grant disbursements made under the MSF Award. Prohibited uses shall be identified in the final grant agreement.

- **Material Failure to Comply**. If the Company fails to materially comply with its obligations to submit materials required under the: (i) Key Milestones, (ii) annual progress reports, or (iii) annual compliance certificates under the grant agreement, it will be required to repay 100% of grant disbursements made under the MSF Award.

Additional State Required Terms:

- **Annual Compliance Certificate –** During the Term, the Company will be required to sign and submit an annual compliance certificate certifying that the Company is in compliance with the terms and conditions of the grant agreement.
- **Annual Progress Report –** During the Term, the Company will be required to submit annual progress reports no later than October 15th of each year for the prior State of Michigan fiscal year. This information will be transmitted by the MSF to the Legislature as required under Section 9 of the MSF Act, MCL 125.2009.
- **Access to Records & Audit Rights –** During the Term, and for a period of three years after the expiration of the Term, and upon reasonable advance notice, the Company is required to permit the MSF, MEDC, the Office of the Auditor General, the Department of Technology, Management and Budget, and the MSF Chief Compliance Officer to visit the Company, and any other location where books and records of the Company are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of the grant, all at times and locations mutually agreed upon by the parties.
- **Other provisions.** The grant agreement will include standard representations, covenants, and other provisions required by the MSF, including without limitation, non-discrimination and unfair labor practices, termination of funding, any other requirements as approved by the MSF, and any requirements of the Michigan Strategic Fund Act, including without limitation, cross default, and any other provisions of Section 88t.

EXHIBIT 1
Shophouse Park Rendering



EXHIBIT 2
Development Team and Management Team

Shophouse Park
Outdoor Recreation Community, Innovation & Technology Hub
Marquette, MI

Real Estate Development Team
Owner Developer – David Ollila
Architect & Project Management – Aaron Leppanen of Leppanen + Anker Architecture along with Ellie Abrons of T+E+A+M Architecture
General Contractor- TBD (Either Closner or Cross)
Tax & Accounting- Anderson Tackman & Company
Legal- Warner Norcross & Judd

Operational Management Team
CEO – David Ollila
Inventor, Entrepreneur, Developer, Co-founder 100K Ideas, Invent@NMU, Viosport
CFO – Jon Mommaerts
Certified Financial Planner, Multi- Business Owner, Investor, Founder Noquemanon Ski Marathon
Community/Property Manager - TBD
Hiring date 6-8 months prior to opening, a full-time management for an experienced professional in hospitality, sales, management, and community engagement.
Facility Manager - TBD
Hiring date 8-12 months prior to opening, a full-time for facility manager with light construction, maintenance, carpentry, mechanical and grounds experience
Tax & Accounting- Anderson Tackman & Company, Dan Bianchi
Legal- Warner Norcross & Judd, Mike Stone

Project Advisors – (This will be fluid and added to over time.)

Sector	Organization	Individual	Title
State Economic Development	MEDC-Outdoor Recreation Industry Office	Brad Garmon	Director
Regional Economic Development	InvestUP	Marty Fittante	CEO
Research & Education	MTU – Advanced Power Systems Lab	Jeremy Worm	Director
Local Economic Development	Innovate Marquette SmartZone	Joe Thiel	CEO
Public Technical Assistance	City of Marquette	Dave Stensaas	City Planner & Zoning Admin.
Mobility Trade Association	MichAuto	Glenn Stevens	Executive Director
Outdoor Industry	Consultant	Michael Browne	Strategic Consultant
Urban DEI	100K Ideas	Brandee Cooke Browne	Executive Director

TOYOTA

Toyota Motor Engineering & Manufacturing North America, Inc.
8777 Platt Road
Saline, MI 48176
734-695-2600

Mr. David Ollila
Shophouse Park
Marquette, Michigan

November 17, 2022

Dear Mr. Ollila

I would like to thank you for engaging with Toyota North America and sharing your passion and vision for the future of outdoor recreation mobility in the state of Michigan. As the Vice President of Technical Strategy and Planning Operations for Research and Development, I have seen firsthand how your plans align with our goals of developing a future mobility society that require a wide variety of products that provide happiness for all. Shophouse Park offers a tremendous opportunity for our team to be fully immersed in the environment, which in turn helps us better understand the needs of our diverse customer base as we pursue our future developments.

Similar to Toyota R&D's partnership with American Center for Mobility, I believe Shophouse Park offers opportunity to grasp the unique environment and conditions of Michigan's Upper Peninsula. Shophouse Park's easy access to the extensive trail network as well the opportunity to connect with diverse outdoor recreational enthusiast offers a unique opportunity for Toyota R&D. Having a location where our engineers can test and evaluate current and future product, as well as the ability to engage with our customers and supplier partners offers tremendous value that enhances the innovation process. At Toyota, we strongly believe better understanding our customer conditions firsthand offers the best way to determine what is needed to develop future product.

On behalf of Toyota North America R&D, I would like to express our excitement and support for Shophouse Park as an anchor facility in Michigan where we can come together to create innovative solutions for the future mobility society.

Sincerely,

Adam Karibian
TOYOTA MOTOR NORTH AMERICA
Research & Development | Technical Strategy & Planning Office | Vice President

Agenda Date: 6/12/2023

Consent Agenda
Softchoice Microsoft 365

BACKGROUND:

In 2020, the City converted its email platform from Google GSuite to Microsoft Outlook, which has improved security across the city network, while allowing greater flexibility for staff and administration.

Payment is due annually for the licensing of this suite of Microsoft products and the City Code (Sec. 2-501) requires that the Commission approve a contract of this size. As this will be an ongoing annual cost, staff is requesting the City Commission approve this annual renewal, and to review the cost of future annual renewals through the annual budgeting process.

FISCAL EFFECT:

Funds for this renewal are included in the FY 2023 budget.

RECOMMENDATION:

Approve the renewal with Softchoice for Microsoft annual licensing in an amount of $62,652.20 and direct the City Manager or her designee to sign the related agreement, and direct staff to simply include the cost of future annual renewals in the City's annual budget process.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Microsoft Suite Software Annual Renewal

Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1524337
Date	31-May-2023

Budgetary Quote

Ship To :
Todd Carruth
City Of Marquette
300 W. BARAGA AVE.
MARQUETTE, MI 49855-4712

Bill To:
Todd Carruth
City Of Marquette
300 W. BARAGA AVE.
MARQUETTE MI
49855-4712

Quote Prepared For	Todd Carruth City Of Marquette Phone: 19062254358 Email: tcarruth@marquettemi.gov
Quote Sent By	Aakash Gulati aakash.gulati@softchoice.com Phone: Fax:
Comments	

Microsoft NCE CSP Renewal | Upfront Billing on Annual Commitment
NCE Renewal
Quoted to show Auto-Renewal pricing on June 9, 2023
Upfront Renewal Cost Shown on Annual Commitment
BUDGETARY - For price view purposes only, not for order.

Item #	Mfg SKU #	Description	Qty	Unit Price	Extended Price
2000663915	CFQ7TTC0LF8Q	OFFICE 365 E1 (NCE) - UPFRONT BILLING ON ANNUAL COMMIT	40	$107.69	$4,307.60
				GROUP TOTAL	$4,307.60

Microsoft NCE CSP | Upfront Billing on Annual Commitment
Quoted to upgrade existing Office 365 E3 licenses to Microsoft 365 E3 at renewal
Upfront Cost Shown on Annual Commitment
Quote only valid for May 2023 Purchase

Budgetary Quote

Cancellation requests must be submitted to Licensing Operations within 24 Hours of purchase

Item #	Mfg SKU #	Description	Qty	Unit Price	Extended Price
2000663887	CFQ7TTC0LFLX	MICROSOFT 365 E3 (NCE) - UPFRONT BILLING ON ANNUAL COMMIT	140	$387.24	$54,213.60
2000663905	CFQ7TTC0LH04	MICROSOFT DEFENDER FOR OFFICE 365 (PLAN 1) (NCE) - UPFRONT BILLING ON ANNUAL COMMIT	180	$22.95	$4,131.00
				GROUP TOTAL	$58,344.60

	SUBTOTAL	$62,652.20
	DELIVERY: Ground - 3 to 5 days	$0.00
	State Tax	$0.00
All currency in this quote is in (USD).	**TOTAL**	$62,652.20

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

https://www.softchoice.com/softchoice-terms-and-conditions-for-products

Budgetary Quote

Agenda Date: 6/12/2023

Consent Agenda
U.P. City Fest- Special Event Permit

BACKGROUND:

Lifelight Communications, Inc., a South Dakota corporation, is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the purpose of the U.P. City Fest on July 1, 2023. The terms are detailed in the permit. Staff has worked with the City Attorney and Lifelight Communications, Inc. to develop the permit.

FISCAL EFFECT:

The general fund will receive $1,420, plus miscellaneous charges, for exclusive usage of the park.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Lifelight Communications, Inc., and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Permit and Insurance

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

THIS AGREEMENT, made this _____ day of _____, 2023 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and LIFELIGHT COMMUNICATIONS, INC., a South Dakota corporation of 524 W. 13th St., Sioux Falls, SD 57104, 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 July 1, 2023 from 8:00 a.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:

"U.P. CITY FEST"

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	**$1,070 1st day**
Trash drum liners (@ current cost)	**$_____****

**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 12:00 p.m. (noon) on July 5, 2023.

(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 $350.00 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:

N/A.

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, it 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 30, 2023 at 8:00 a.m. and must have all items removed from the park by 12:00 p.m. (noon) on July 5, 2023.

■ (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 CONCERING 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

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

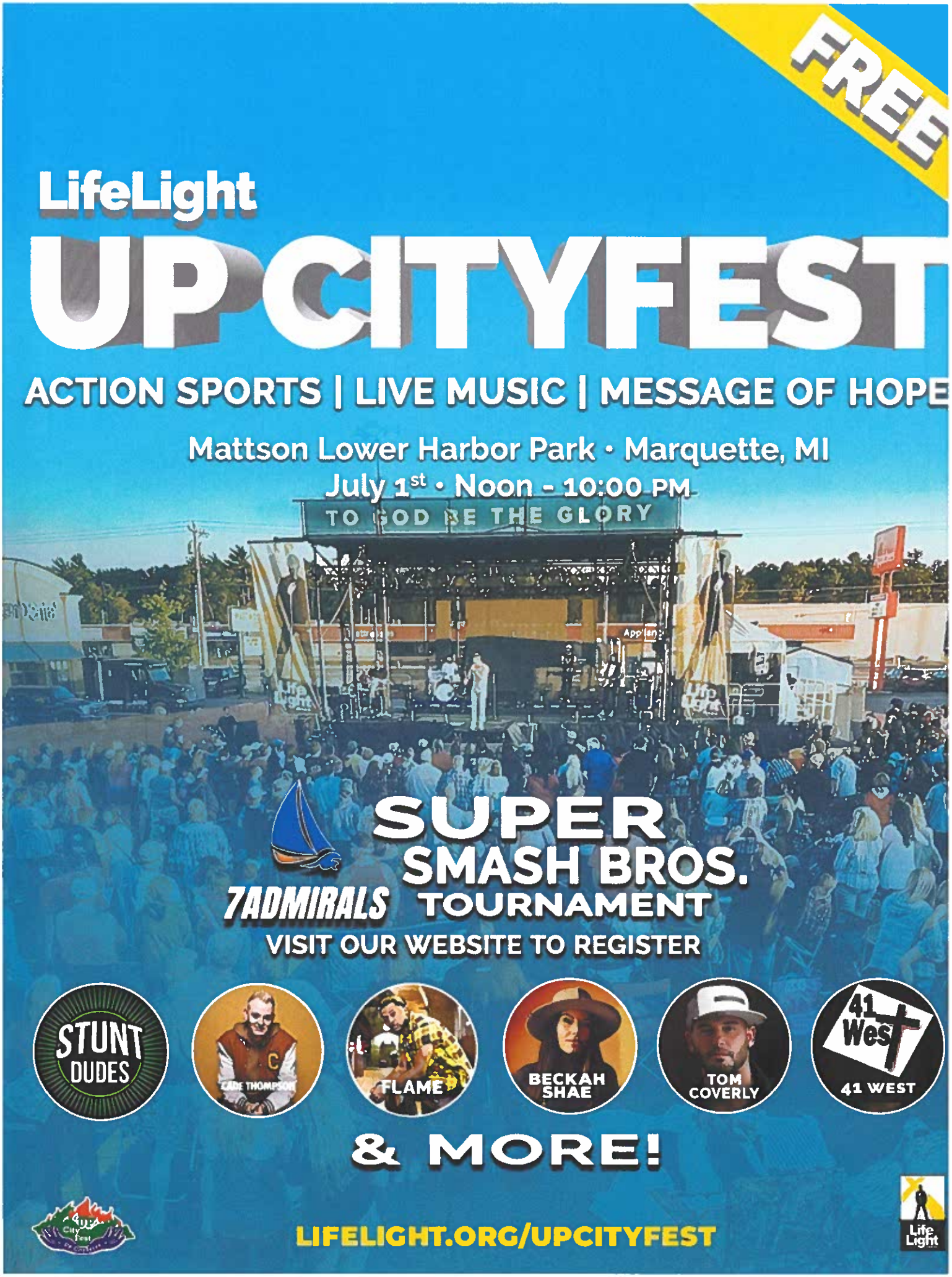
Approved as to Form:

Suzanne C. Larsen, City Attorney

LIFELIGHT COMMUNICATIONS, INC.

Jill Seppala

By: Jill Seppala
Its: Festival & Events Director


FREE
LifeLight
UPCITYFEST
ACTION SPORTS | LIVE MUSIC | MESSAGE OF HOPE
Mattson Lower Harbor Park • Marquette, MI
July 1st • Noon - 10:00 PM
TO GOD BE THE GLORY
SUPER SMASH BROS.
7ADMIRALS TOURNAMENT
VISIT OUR WEBSITE TO REGISTER
STUNT DUDES
CADE THOMPSON
FLAME
BECKAH SHAE
TOM COVERLY
41 West
41 WEST
& MORE!
LIFELIGHT.ORG/UPCITYFEST
Life Light

LIFECOM-02 TCABLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 License # 18578371
American Church Group
2855 S 70th Street Ste 101
Lincoln, NE 68506

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 794-2330 FAX (A/C, No):
E-MAIL ADDRESS: clientsupport@americanchurchgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brotherhood Mutual Ins Co	13528
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lifelight Communications, Inc
420 S Duluth Ave
Sioux Falls, SD 57104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		40MEA0466808	6/15/2023	6/15/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: General Aggregate							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), the City of Marquette, Ellwood A Mattson Lower Harbor Park, Matthew & Laura Songer, and UP City Serve (Certificate Holders) are named as Additional Insureds on policy #40M466808 in relation to the LifeLight event being held on July 1, 2023.

CERTIFICATE HOLDER

City of Marquette
Ellwood A Mattson Lower Harbor Park
Matthew & Laura Songer
300 W. Baraga Ave.
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Agenda Date: 6/12/2023

New Business
2020 Post-Census Group Quarters Review

BACKGROUND:

In May 2022, the U.S. Census Bureau introduced the 2020 Post-Census Group Quarters Review (2020 PCGQR) as a mechanism for local governmental units in the United States to request a review of the population counts for group quarters believed to be incorrectly counted as of April 1, 2020. This is a one-time program created to recognize that group quarters may have been undercounted in the 2020 census, due to impacts of the COVID-19 pandemic.

According to census residence criteria, students living away from home at college should, in most cases, be counted at their college, even if they were temporarily elsewhere during the COVID-19 pandemic. Based on this guidance, staff have determined, with the assistance of Northern Michigan University officials, that the student population residing in the NMU residence halls during the Winter 2020 semester were undercounted by approximately 1,000 students.

City staff has worked with the City Attorney to prepare the necessary materials to file the 2020 PCGQR. The deadline for filing is June 30, 2023.

FISCAL EFFECT:

None by filing the 2020 PCGQR. If successful, the City may see additional revenue sharing from the State of Michigan as a result of a more accurate census population determination.

RECOMMENDATION:

Authorize the City Manager, or her designee, to file the 2020 Post Census Group Quarters Review.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available