City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

Monday, June 28, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Police/Fire Beach Update
2. Lake Superior Community Partnership, by Chief Executive Officer Sarah Lucas
3. Innovation Marquette SmartZone's Digital Economy Initiative Update, by Leslie Hartman and Chief Executive Officer Joe Thiel

4. **Consent Agenda - Roll Call Vote**

   4.a. Approve the minutes of the June 14, 2021 regular Commission meeting.
   4.b. Approve the total bills payable in the amount of $1,637,924.95
   4.c. 44 North Master Administrative Agreement
   4.d. Annual Wetland Mitigation Monitoring and Maintenance Services
   4.e. Contract Modification for BP 17-11 Solid Waste Collection Services – Curbside Residential
   4.f. NTN EGLE Permit Authorization
   4.g. Ordinance #695 - Street Performers (First Read)
   4.h. Ordinance #696 - Presque Isle Open Burning Regulation (First Read)
   4.i. Purchase of Bullet Proof Vests
   4.j. Schedule a Public Hearing for Vault Marquette Brownfield Plan - Roll Call Vote
   4.k. Superior Kayaking Company - Lease Agreement
   4.l. Tree Planting Services

New Business

5. Ad-Hoc Housing Committee Report

6. Ordinance #697 - FY 21 CWSRF Bonds (First Read)
7. Resolution Authorizing 2021 Capital Improvement and Refunding Bonds- Roll Call Vote

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

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

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote

Approve the minutes of the June 14, 2021 regular Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- June 14 minutes

300 West Baraga Avenue
Marquette, Michigan 49855

City of Marquette, MI

Meeting Minutes
City Commission Meeting

Monday, June 14, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Commissioner Mayer.

Approval of the Agenda

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

Announcements

Mayor Smith noted that both the City Commission and members of the public are in the room tonight for the first time in months. She said the Commission, for the time being, was still receiving written public comment, which will be read during the meeting.

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

Margaret Brumm spoke in person, stating that it felt good to be back in chambers. She noted that the City Commission has done good work during the last year.

Paul Schloegel wrote in to praise the Commission for the recent decision to accept the lakeshore property donation from WE Energies. He requested the Commission direct staff to investigate the feasibility of using that property as a dog beach or a summer dog park and added that his family would be willing to kickstart a fundraising effort for this project by donating $1,000.

Presentation(s)

1. Peter White Public Library Board, by Library Director Andrea Ingmire

Peter White Public Library Director Andrea Ingmire shared an update on library operations, funding, programs and offerings, and future plans.

Commissioners thanked Ms. Ingmire and the library staff for their work, especially during the pandemic-related closures. The library, commissioners said, allowed the community to maintain some level of regularity, especially for children, during a rough time.

Public Hearing(s)

2. Public Hearing-Conditional Rezoning of 616 Fisher Street - Roll Call Vote

Mayor Smith opened the public hearing on this item.

Ryan Redmond spoke in person, representing Superior Housing Solutions, and said the group completed a fire inspection today and planned to make the required changes as soon as possible.

As there was no one else waiting to speak, Mayor Smith closed the hearing.

Commissioner Jessica Hanley moved to Approve the Conditional Rezoning of the subject property at 616 Fisher Street to Mixed-Use with Conditional Rezoning as recommended by the Planning Commission and in compliance with Land Development Code Section 54.1405, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

3. Consent Agenda

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

- **3.a. Approve the minutes of the May 24, 2021 regular Commission meeting.**
- **3.b. Approve the total bills payable in the amount of $986,521.53**
- **3.c. Application for License to Use City Property Adjacent to Street**
- **3.d. 2021 Fireworks Display Permit**
- **3.e. International Food Fest - Special Event Permit**
- **3.f. Proclamation - Arbor Day**
- **3.g. Schedule Public Hearing to Consider the Proposed Rezoning of 1651 S. Front Street**
- **3.h. Schedule Public Hearing for Planned Unit Development Amendment Request**

New Business

4. Appointment of City Treasurer

Commissioner Fred Stonehouse moved to Confirm the City Manager's appointment of Terra Bahrman as City Treasurer, effective July 1, 2021, seconded by Commissioner Evan Bonsall and Carried Unanimously.

5. Resolution Accepting MNRTF Kids Cove Grant Agreement - Roll Call Vote

Commissioner Fred Stonehouse moved to Approve the resolution of acceptance for the Michigan Natural Resources Trust Fund Grant Agreement, TF20-0199, authorize Mayor and Clerk to sign the resolution, and authorize the City Manager or her designee to sign the Grant Agreement, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

6. Short-term Rental Resolution- Roll Call Vote

Commissioner Bonsall called the bills, House Bill 4722 and Senate Bill 446, "uniquely terrible" and said the proposed legislation could bar municipalities from limiting the numbers of short-term rentals and would greatly inhibit the ability of local government to regulate the process at all.

Other commissioners agreed, indicating that the City of Marquette spent several months discussing how to best handle short-term rentals locally, and that the process had been created, adopted and amended with the specific interests of the local community in mind.

Commissioner Evan Bonsall moved to Approve the Resolution opposing House Bill 4722 and Senate Bill 446, and authorize the Mayor to sign the Resolution, seconded by Commissioner Fred Stonehouse 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.

Margaret Brumm complimented City staff on organizing and presenting hundreds of written public comments during the last Commission meeting. She welcomed new City Manager Karen Kovacs and offered to have a one-on-one conversation to share information about the history of the City. Ms. Brumm also indicated that she is working to curb pollution in the City.

Comments from the Commission

Commissioner Hanley said the City is lucky to have two groups that have stepped up to organize a parade and a fireworks display for the 4th of July holiday on short notice. Funds are still needed for the fireworks display and to go toward next year's fireworks and she urged people to donate.
Mayor Pro Tem Hill shared information about the upcoming Wednesday Farmer's Market, City Art Week and the Ride for Pride scheduled for later this month.
Commissioner Stonehouse noted that the command is changing at the Coast Guard station at the end of this month and he shared information about that process. He praised the Coast Guard and the history of the life-saving service.
Commissioner Bonsall welcomed new City Manager Karen Kovacs and said he has been impressed. He thanked the City Clerk for reading the written public comments while the City Commission meetings were closed to public attendance during the pandemic. Commissioner Bonsall also praised the civic pride that allowed the community to organize so many summer events on such short notice and asked residents to apply to join some of the City's advisory boards and committees. He also said a sticker will be coming in City utility bills and will detail the glass recycling weeks. Finally, he said the Ad Hoc Housing Committee's work is completed, and the final report is now available online at www.marquettemi.gov.
Commissioner Davis also welcomed new City Manager Kovacs and said she is looking forward to many successes. She mentioned the American Legion display during Flag Day, which is today, and noted that Ms. Kovacs would be planting a new tree tomorrow in honor of Arbor Day. Commissioner Davis also thanked staff for the work at Hurley Park this year.
Mayor Smith said that she thinks Ms. Kovacs' first few days in the job have gone well, and welcomed her to the City. Responding to the public comment about the dog beach idea, she said this was discussed briefly during the strategic planning sessions, and that staff would be looking at options. She thanked Mr. Schloegel and his family for the offer to contribute to a possible fundraising effort. Said the commission will have further conversations. Mayor Smith said she is happy to have everyone back in person and praised the work of staff, volunteers and commissioners during the last 15 months.

Comments from the City Manager

City Manager Karen Kovacs thanked the commission and staff for the warm welcome, and said she also appreciates the welcome from the community. She said she has come to the City at a good time and this is a great time to be involved with Marquette.

Adjournment

Mayor Smith adjourned the meeting at 7:07 p.m.

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

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Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
44 North Master Administrative Agreement

BACKGROUND:

The City of Marquette contracts with 44 North for services related to the administration of our group health insurance plan. The Master Administrative Agreement details the services provided additional to the standard high deductible group health insurance plan from Blue Cross Blue Shield of Michigan. Through this Agreement with 44 North, the City self-funds a Medical Reimbursement Arrangement (MRA) Plan to lower the cost to employees for deductibles and copayments associated with medical care. By self-funding this "seamless wrap" the cost of the carrier plan is much more favorable to the City and savings are able to be passed on to participating employees and retirees.

The 24/7 Telemedicine optional service was added a few years ago, fully funded through employee contributions.

This year, we have added an online enrollment platform called BSwift that will allow employees to review all of their fringe benefits online and provide their annual health insurance election digitally. This online system also has the ability to track employee information required for annual reporting required by the Affordable Care Act. The cost to the City for this new service will be $495 annually, effective with the FY 2022 budget. In order to get our employees on the platform sooner, 44 North has agreed to waive this cost until our new budget has been approved and implemented.

The attached Master Administrative Agreement is effective July 1, 2021 and is for the services detailed above. This Agreement automatically renews annually unless changes are made to the contracted services.

FISCAL EFFECT:

There is no change to the cost to the City for FY 2021. Beginning in FY 2022, the additional fee of $495 annually for the Online Benefit platform will be included in the HR budget.

RECOMMENDATION:

Approve the Master Administrative Agreement with Advanced Benefit Solutions, Inc. d/b/a 44 North effective July 1, 2021, and authorize the City Manager or her designee to execute the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Master Administrative Agreement

DocuSign Envelope ID: FEC621A6-26CB-4B02-90DD-36AF32B363D9

Master Administrative Agreement

This Master Administrative Agreement (the "Agreement") is by and between Advanced Benefit Solutions, Inc. (dba: 44 North) (ABS) and City of Marquette (the "Client").

RECITALS (Check all that apply)

☒ **Health Reimbursement Arrangement Administration: Addendum A**

Client has adopted a health reimbursement arrangement plan under Section 105 of the Code ("HRA Plan") containing reimbursement accounts for the benefit of eligible employees, their spouses and/or eligible dependents.

☒ Client will utilize the services of ABS to assist it in the implementation and administration of the HRA Plan.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Premium Conversion Plan Administration: Addendum B**

Client has adopted a cafeteria plan under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code") that includes a premium conversion benefit for eligible employees, their spouses and/or eligible dependents ("Premium Conversion Plan").

Client will utilize the services of ABS to assist in the implementation of the Premium Conversion Plan.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Flexible Spending Account Assistance: Addendum C**

Client has established flexible spending accounts for the benefit of eligible employees, their spouses and/or eligible dependents.

Client will enter into a third-party administration agreement with TASC to administer the following flexible spending accounts ("FSAs"):

☐ Medical Reimbursement

☐ Dependent Care Reimbursement

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Health Savings Account Plan Establishment Services: Addendum D**

Client will utilize ABS for the establishment of the Client's Health Savings Account (HSA) benefit plan.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **COBRA Assistance: Addendum E**

ABS assists employers in complying with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). Client certifies that it is: (i) not a federal governmental employer; (ii) a non-church entity; and (iii) employed twenty (20) or more full-time (and/or full-time equivalent) employees on more than fifty percent (50%) of its business days during the preceding calendar year, and therefore, is subject to COBRA as applied to any group health plan(s) offered to Client's eligible employees, their spouses and/or eligible dependents ("Health Plan"). Further, Client will enter into a third-party administration agreement with TASC to assume some of the Client's obligations under COBRA.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Consumerism and Pricing Transparency: Addendum F**

Client will utilize ABS to provide analytic and educational services to Client's employees to encourage consumerism and utilization of lower cost medical providers.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☒ **24/7 Telemedicine: Addendum G**

Client will utilize ABS to provide 24/7 telemedicine services by contracting with a third party vendor, MDLive and/or Teledoc, Inc., with the intent to encourage Client employees and dependents to exercise consumerism and minimize the unnecessary use of high cost medical providers. ABS agrees to implement the following services with MDLive and/or Teledoc, Inc. and Client, in accordance with the MDLive and/or Teledoc, Inc. Service Agreement.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Vision Service Plan (VSP): Addendum H**

Client will utilize ABS to provide services through Vision Service Plan's various vision products.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Rx Generic Discount Optimization: Addendum I**

Client will utilize ABS to perform research to optimize prescription savings.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Self-Funded Plan Agent Consulting and Support: Addendum J**

Client has chosen to offer a health plan benefit program to its employees through a self-funded arrangement with an insurance carrier or third party administrator (TPA). Client will utilize the services of ABS as a carrier-appointed agent to act as an intermediary between client and carrier or TPA, advising client of carrier or TPA plans, processes and procedures, facilitating the implementation of Client's benefit decisions, and ensuring plan administration is carried out pursuant to Client and carrier or TPA agreements.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☒ **Online Benefit and IRS Reporting Services: Addendum K**

Client will utilize ABS to perform automated eligibility and enrollment reporting services.

ABS agrees to provide such services in accordance with the terms of the Agreement.

☐ **Online Wellness Services & Health Care Pricing Transparency Services: Addendum L**

ABS develops and manages Wellness Programs customized to Client specifications. Client will utilize ABS' consulting services to develop and implement a wellness program aimed at improving the health of Client's employees and dependents.

ABS agrees to provide such services in accordance with the terms of the Agreement.

IN CONSIDERATION of the mutual promises set forth in this Agreement, effective **07-01-2021**, ABS and Client agree to the provisions set forth below.

SECTION I: DUTIES OF ABS (Check all that apply)

☒ **Health Reimbursement Arrangement Administration:** The provisions of the attached Addendum A are incorporated in this Agreement.

☐ **Premium Conversion Plan Administration:** The provisions of the attached Addendum B are incorporated in this Agreement.

☐ **Flexible Spending Account Administration:** The provisions of the attached Addendum C are incorporated in this Agreement.

☐ **Health Savings Account Plan Establishment Services:** The provisions of the attached Addendum D are incorporated in this Agreement.

☐ **COBRA Administration:** The provisions of the attached Addendum E are incorporated in this Agreement.

☐ **Consumerism and Pricing Transparency:** The provisions of the attached Addendum F are incorporated in this Agreement.

☒ **24/7 Telemedicine:** The provisions of the attached Addendum G are incorporated in this Agreement.

☐ **Vision Service Plan (VSP):** The provisions of the attached Addendum H are incorporated in this Agreement.

☐ **Rx Generic Discount Optimization:** The provisions of the attached Addendum I are incorporated in this Agreement.

☐ **Self-funded Plan Agent Consulting and Support:** The provisions of the attached Addendum J are incorporated in this Agreement.

☒ **Online Benefit and IRS Reporting Services:** The provisions of the attached Addendum K are incorporated in this Agreement.

☐ **Online Wellness Services & Health Care Pricing Transparency Services:** The provisions of the attached Addendum L are incorporated in this Agreement.

SECTION II: DUTIES OF CLIENT (Check all that apply)

☒ **Health Reimbursement Arrangement Administration:** The provisions of the attached Addendum A are incorporated in this Agreement.

☐ **Premium Conversion Plan Administration:** The provisions of the attached Addendum B are incorporated in this Agreement.

☐ **Flexible Spending Account Administration:** The provisions of the attached Addendum C are incorporated in this Agreement.

☐ **Health Savings Account Plan Establishment Services:** The provisions of the attached Addendum D are incorporated in this Agreement.

☐ **COBRA Administration:** The provisions of the attached Addendum E are incorporated in this Agreement.

☐ **Consumerism and Pricing Transparency:** The provisions of the attached Addendum F are incorporated in this Agreement.

☒ **24/7 Telemedicine:** The provisions of the attached Addendum G are incorporated in this Agreement.

☐ **Vision Service Plan (VSP):** The provisions of the attached Addendum H are incorporated in this Agreement.

☐ **Rx Generic Discount Optimization:** The provisions of the attached Addendum I are incorporated in this Agreement.

☐ **Self-funded Plan Agent Consulting and Support:** The provisions of the attached Addendum J are incorporated in this Agreement.

☒ **Online Benefit and IRS Reporting Services:** The provisions of the attached Addendum K are incorporated in this Agreement.

☐ **Online Wellness Services & Health Care Pricing Transparency Services:** The provisions of the attached Addendum L are incorporated in this Agreement.

SECTION III: ADMINISTRATIVE CHARGES

Client agrees to pay ABS for services rendered within fifteen (15) days of presentation of written invoice to Client. The fees and payment terms are specified in the Fee Schedule that is attached to and incorporated in this Agreement as Exhibit A. Some fees may be specified in the Fee Schedule but their amount may not be calculated and available until after the service has been performed. In those cases, ABS will provide Client with an itemized invoice listing those fees. Examples of these types of fees include, but are not limited to, fees incurred by ABS on behalf of Client for the postage, mailing, processing, and transmission of data by a third party vendor. Both parties agree that ABS may modify this Fee Schedule and that ABS shall provide no fewer than thirty (30) calendar days written notice ("30-day Notice") of the impending change. If no revisions are sent to the Client, the administrative fees in effect for the current Agreement Year shall remain in effect for the succeeding Agreement Year. Client shall have up to thirty (30) days after receipt of the 30-day Notice to object and give written notice of the termination of this Agreement. If Client does not timely object, the fee modification will become effective upon the expiration of the 30-day Notice. Any unpaid fee shall be immediately due upon termination of this Agreement. ABS shall also be due reasonable attorney's fees and collection costs in enforcing this Agreement.

SECTION IV: RELATIONSHIP OF PARTIES

The parties intend that an independent contractor relationship shall be created by this Agreement. ABS shall have exclusive control and direction over its work. ABS is not an agent or employee of Client for any purpose, and the employees of Client are not employees of ABS. It is understood that ABS may, in its sole discretion, enter into an agreement for similar services to be performed for other employers while this Agreement is in effect with Client. Further, nothing set forth in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Client and ABS.

Neither this Agreement nor the performance of duties pursuant to this Agreement, shall be construed as the appointment of ABS as an "administrator" as defined in Section (3)(16)(A) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), a "fiduciary" as defined in Section 3(21) of ERISA, or an "investment manager" as defined in 3(38) of ERISA. ABS's duties and responsibilities shall be limited to those provided under the terms of this Agreement and applicable Addenda to this Agreement.

The Client is the plan administrator and named fiduciary (as defined in ERISA Sec. 3(16)(A)) and maintains final authority over the claim denial process. The Client acknowledges that ABS is not an attorney or CPA and thus all matters regarding legal and tax implications should be reviewed by Client's counsel.

SECTION V: TERMINATION OF AGREEMENT

A. The initial term of this Agreement shall be from 06-30-2021 to 07-01-2022 (the "Agreement Year"). Following the initial term, this Agreement will renew automatically for additional periods of one (1) benefit year under the same terms, covenants and conditions, unless ABS receives written notice from Client of Client's desire not to renew at ABS's address appearing in Section VII.E., not less than sixty (60) days prior to the next effective Agreement Year following the conclusion of the year period then in effect, or unless ABS notifies Client in writing not less than sixty (60) days prior to the next effective Agreement Year of its intent not to renew the Agreement.

   ☒ In the event of the termination of this Agreement by either party, ABS shall process claims for ninety (90) days after the effective termination date. The ninety (90) day run out fee will be the Per Participant per Month fee(s), outlined in Exhibit A, times the number of Participants enrolled on the effective termination date, times three (3), invoiced and payable at the beginning of the ninety (90) day run out period. Unprocessed claims shall be returned to the client within forty-eight (48) hours after the end of the ninety (90) day run out period.

B. Either party retains the right to immediately terminate this Agreement effective as of the date the other party fails to perform any of its duties and responsibilities in accordance with the provisions of this Agreement, including but not limited to, the client's duty to pay administrative fees when due. In that event, the terminating party shall send the other party written notice of the termination fifteen (15) days before the termination date.

☒ ABS's right to immediately terminate this Agreement shall also apply upon the failure of the Client to comply with one or both of the following:

1. To provide written notice of an amendment, modification or change in the underlying plan documents in accordance with the Agreement.

2. To maintain funds sufficient to pay claims as provided in the Agreement.

C. Client retains the right to immediately terminate this Agreement in accordance with Section 5 of the Business Associate Agreement.

D. In the event neither the Client nor ABS terminates the Agreement as set forth in Subsections A., B. or C. above, this Agreement shall automatically renew from Agreement Year to Agreement Year.

E. Upon termination of this Agreement, Client agrees to notify all covered employees (including former employees), spouses and dependents in writing that administrative services will not be provided by ABS after the termination date. Client further assumes responsibility for informing such individuals in writing where to send future claims for benefits or benefit payments, as the case may be, following the termination of this Agreement.

SECTION VI: HIPAA PRIVACY COMPLIANCE

A. Obligations regarding individually identifiable health information and business associate compliance are described in the separate Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement between the parties, the terms of which are incorporated herein by reference.

B. Applicability to Parties.

1. Client acknowledges that any Health Plan covered by this Agreement is a "Covered Entity" as defined by the Privacy Rule (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA);

2. ABS acknowledges that it is a "Business Associate" as defined by HIPAA and that in the course of providing services to a Health Plan on behalf of the Client, ABS may come into contact with, use or disclose Information. ABS acknowledges that such Information may be used or disclosed only in accordance with this Agreement and the HHS Privacy Regulations.

SECTION VII: GENERAL PROVISIONS

A. <u>ABS's Liability.</u>

1. ABS's liability under this Agreement is limited to the performance of the services (described in Section I) performed during the term of this Agreement. ABS agrees to perform these services in accordance with the procedures prescribed by ABS. Client shall be solely responsible for any action or failure to take action for compliance matters arising prior to the effective date of this Agreement. In no event shall ABS be liable for benefits under any plan or for any other payment except as expressly stated in this Agreement. ABS shall have no liability for any damages to participants in any plan resulting from decisions of the Client not to pay any claim.

2. ABS shall not be liable for any taxes (federal, state or otherwise) which may be levied against the Client or any plan participant, including any fines, penalties, losses, damages, costs, expenses, reasonable attorney's fees and court costs incurred in connection with such levy. Furthermore, if ABS shall pay, pursuant to the demand of an appropriate state or federal office, taxes based on the amounts paid into or from any plan, the Client shall reimburse ABS upon demand in the full amount of such taxes paid, including any interest and penalties added thereto and paid by ABS, provided that Client has been given reasonable prior notice of the demand and the demand is final and non-appealable or not timely appealed by Client.

3. If an employee of Client files any type of claim, lawsuit or charge against Client and/or ABS, alleging a violation(s) of law, Client and ABS shall cooperate with the other in defense of such claim, lawsuit or charge. Client and ABS shall make available to each other upon request any and all documents that either party has in its possession that relate to any such claim, lawsuit or charge. This provision, however, shall not preclude the raising of cross claims or third party claims between Client and ABS if the circumstances justify such proceedings. The parties agree that this provision shall survive the termination of this Agreement.

B. Return of Materials. Subject to Section 6 of the Business Associates Agreement., upon termination of this Agreement as set forth in Section V above, Client agrees to return to ABS, via UPS or similar commercial delivery, all manuals, forms and copyrighted material within fourteen (14) days following the termination date. Client agrees that ABS's billings shall continue until such materials are returned to ABS.

C. Confidentiality. Except as otherwise provided herein, all files, data and information relating to the business of either party in the possession of the other party will be deemed confidential and will not be disclosed except as otherwise required by law or upon lawful order of a court or public authority with jurisdiction which order compels obedience under penalty of contempt or fine or impairment or loss of the right to do business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances of and extent of such disclosure.

D. Governing Law and Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan to the extent that such laws are not preempted by federal law. In the event that any disagreement or controversy arises under the terms and conditions of this Agreement, then and in that event such disagreement or controversy shall be submitted to the American Arbitration Association, Commercial Arbitration Division and shall be arbitrated in Marquette County pursuant to the rules, procedures and regulations of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties to this Agreement.

E. Entire Agreement and Notice.

1. This writing shall constitute the entire Agreement of the parties. This Agreement supersedes all prior or contemporaneous written or oral understandings and agreements, and may not be added to, modified or waived in whole or in part except by a writing signed by both parties to the Agreement.

2. Whenever written notice is required under the terms of this Agreement, it shall be delivered to the appropriate party by first class mail at the following address:

Advanced Benefit Solutions, Inc. 1406 N. Mitchell Street P.O. Box 700 Cadillac, MI 49601	Client: City of Marquette 300 West Baraga Avenue Marquette, MI 49855

F. Miscellaneous Provisions.

1. All parties hereby acknowledge that they have read this Agreement in its entirety and have, to the extent by which they deemed necessary, consulted with counsel before executing this Agreement.

2. Each party represents and warrants to the other that execution of and the parties' performance of obligations under this Agreement have been duly authorized by their respective entities and that this is a valid and legal Agreement that is binding on each party and enforceable in accordance with its terms.

3. Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to make this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

4. Either party's failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further

exercise thereof or the exercise of remedies otherwise available in equity or at law.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

6. Without written consent of the other party, neither this Agreement nor any of its benefits or obligations are assignable.

7. This Agreement is performable in City of Marquette, Marquette County, Michigan.

CLIENT: City of Marquette

EFFECTIVE: 07-01-2021

By: _____

Printed Name: Jennifer LePage

Title: _____

Date: _____

Advanced Benefit Solutions, Inc.

By: Chris Liponoga

Printed Name: Chris Liponoga

Title: TPA Manager

Date: 04-19-2021

1406 N Mitchell Street, Cadillac, Michigan 49601
Phone 855-306-1099
Fax 855-306-1098
www.44n.com

EXHIBIT A

FEE SCHEDULE

City of Marquette

PLAN YEAR: January 1 - December 31

Deductibles reset January 1st

☒ **Health Reimbursement Arrangement (Addendum A)**

Annual Fee	$495.00
☒ Seamless Feed per Participant per month	$17.45
☒ ABS Bank Account per Participant per month	$3.00

***Client is responsible for all Stop Payment Fees incurred by ABS for checks issued on the Client's behalf**

☒ HRA Multi-Carrier Benefit Design Card – Replacement per set	$1.50
☒ Flat HRA per Participant per month	$5.00

☒ **24/7 Telemedicine (Addendum G)**

Housing Commission – Teledoc, Inc.

Core / Buy-Up / Buy-Down / Retiree / Library – MDLive

Per Employee per month	$6.50

☒ **Compliance**

☐ **Group Summary Plan Description**

Annual Fee

☒ **Notification Packet**

Annual Fee — w*aived*

☐ **Notification Distribution**

Fee per Notice

☒ **Online Benefit and IRS Reporting Services – (Addendum K)**

☒ Bswift ☐ Navigator

☒ **Online Enrollment Tool**

Annual Fee	$495.00 *waived until 10-01-2021*
Per Employee per month	$3.00 *beginning 10-01-2021*

☐ **HR Onboarding**

Annual Fee

Per Employee per month

- ☐ **Ask Emma per Employee per month**
- ☐ **Spanish per Employee per month**
- ☐ **Total Compensation Statements per Employee per month**
- ☐ **All Major Carrier Feeds**
- ☐ **Payroll / Carrier / Vendor / Miscellaneous EDI Feeds**
- ☐ **ACA Reporting Module**

  Annual Fee

  Per Employee per year

- ☐ **ACA Manager Module – Hours Tracking and Reporting**

  Annual Fee

  Per Employee per month

  Per Employee per year

- ☐ **Paper Carrier Enrollment Forms**
  - ☐ Groups with < 50 Employees annual fee
  - ☐ Groups with 51-150 Employees annual fee
  - ☐ Groups with > 150 Employees annual fee

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ADDENDUM A
Health Reimbursement Arrangement

SECTION I: ABS'S DUTIES

A. Plan Documents

1. Upon written request, ABS shall assist the Client in developing a written plan of medical reimbursement benefits (the "HRA Plan") and Summary Plan Description for its employees in accordance with specifications provided by the Client. The HRA Plan document shall be established and maintained pursuant to a written instrument containing the descriptions, provisions and specifications required by law.

2. The Client hereby acknowledges that ABS is not rendering any legal or accounting services or advice and that the HRA Plan and Summary Plan Description are prepared subject to the direction of and with the approval of the Client and its legal counsel. ABS shall make reasonable efforts to advise the Client of changes in the law, but the legal and tax status of the HRA Plan is a matter for determination by the Client and not by ABS.

3. ABS will assist Client to prepare any amendment and, if applicable, a Summary of Material Modification to the HRA Plan.

B. Claims Administration (ABS Administration). This Section B will only apply to the extent the Client enters into an agreement with ABS to administer Client's HRA Plan.

1. Upon receipt of a claim for benefits under the HRA Plan, ABS shall review the claim submitted and determine the amount, if any, which is due and payable with respect to the claim. Claims for benefits must be submitted to ABS in accordance with plan procedures.

2. ABS shall disburse payments for processed claims to persons entitled to such payments under the HRA Plan on a weekly basis. Such payments shall be made through a banking system established by the Client. ABS shall provide the Client with a weekly summary statement and upon request a monthly reconciliation of claims paid. The Client agrees to maintain on deposit and make available to ABS funds sufficient to pay claims under the HRA Plan. ABS is not responsible in any manner whatsoever for providing funds for the payment of claims under the HRA Plan. The Client is solely liable and responsible for providing funds for the payment of claims under the HRA Plan.

3. ABS shall produce an Explanation of Benefits (EOB) for all processed claims and a Voucher for claims with payments made to providers. ABS will mail EOBs to employees and Vouchers to providers via First Class mail.

4. In the event any person is paid less than the amount to which he or she is entitled under the HRA Plan, ABS shall promptly adjust the underpayment. In the event it is discovered that any person was paid more than the amount to which he or she was entitled under the HRA Plan, ABS shall take all reasonable steps to recover the overpayment, unless such payments are the result of an error on the part of the Client, or were authorized by the Client in writing. In the event an overpayment is the result of the Client's error, then it shall be the responsibility of the Client to recover the overpayment. If the overpayment is the result of ABS's error and recovery cannot be made, ABS shall pay the account deficit no later than One Hundred Eighty (180) days after discovery.

5. ABS shall maintain claim records (in its sole discretion, in electronic form) for a period of seven (7) years. If the Client ceases to be a contracted client, ABS reserves the right to destroy the hard copy records four (4) months after the end of the Agreement. ABS shall provide thirty (30) days written notice to the Client and the Client shall have the right to request in writing that the records be transferred to the Client. In the event the Client fails to request such a transfer, the records shall be destroyed.

6. In the event any modification, amendment or change occurs in the HRA Plan, the Client shall file with ABS all such amendments, modifications or changes, no later than sixty (60) days prior to the proposed effective date. ABS shall have no obligation to administer any benefits provided by such amendment, modification or changes, unless agreed to in writing by ABS. ABS shall modify the schedule of administrative charges to reflect any additional services required by the amendment, modification or change.

7. ABS will report to the Client on a regular basis any recurring issues, suspected abuses of HRA Plan benefits, or any other problem or concerns associated with the reasonable administration of the plan.

8. ABS is not responsible in any manner whatsoever for providing funds for the payment of claims under the HRA Plan. The Client is solely liable and responsible for providing funds for the payment of claims under the HRA Plan.

C. <u>Miscellaneous Services</u>

1. ABS shall participate in the design of forms, announcement materials, and instructional materials for administration of the HRA Plan and such other materials as are, in ABS's opinion, necessary for the effective administration of the plan.

2. ABS is not responsible for distributing information to HRA Plan participants about the plan, but may distribute materials, as it deems necessary. The Client is responsible for filing with any governmental agency or service such HRA Plan descriptions and modifications as may be required by law

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to be filed, and ABS does not have any responsibility for any such mandatory filings.

3. ABS will assist Client with compliance questions or administrative issues. Also, ABS will assist Client's employees with questions, or enrollment or claims issues.

SECTION II: CLIENT'S DUTIES

A. If Client enters an Agreement with ABS to administer its HRA Plan, this Section A will apply. Client is the plan administrator and a named fiduciary of the HRA Plan as those terms are defined in ERISA Sec. 3(16)(A). As such, Client is responsible for the general management and administration of the HRA Plan, including but not limited to, the following:

1. Communicate all newly hired employees, and all employees who terminated employment with Client to ABS. Additionally, Client must communicate all participant elections (during the annual open enrollment or otherwise) to ABS;

2. Payment of claims for benefits under the HRA Plan and payments of expenses for the administration of the HRA Plan including without limitation, taxes and other governmental fees assessed against the HRA Plan or the Client and any attorneys, auditors or other professionals appointed by the Client in connection with the HRA Plan;

3. Establishment, amendment and termination of the HRA Plan and establishment of a funding policy for the HRA Plan;

4. Sole and exclusive discretion to construe and interpret the HRA Plan, including making any factual determinations and deciding all questions of eligibility and the amount, manner and time of HRA Plan benefit payments;

5. Enrollment of eligible persons in the HRA Plan and providing ABS with a complete and accurate enrollment form for each participant prior to the effective date of the participant's coverage;

6. Forward to ABS, by the last day of each month, a written list of all persons beginning coverage and persons terminating coverage under the HRA Plan in the next month, as well as complete accurate enrollment forms for new participants;

7. Review ABS's monthly billing statement for accuracy of enrollment records and immediately informing ABS of any inaccuracies. In the event Client fails to timely inform ABS of enrollment inaccuracies, ABS shall not be obligated to provide Client with a refund of the per-employee-per-month administrative fee for a prior period of more than 90 days.

8. If applicable, complete and file the annual IRS return (Form 5500) on or

prior to the return's due date.

9. Client agrees to forward all participant claims for benefits to ABS, so that claims can be reviewed in a timely manner and processed in accordance with the claims procedure stated in the HRA Plan. Client, as plan administrator, shall provide ABS any and all revisions and changes in the HRA Plan and additions and/or deletions to its list of participants.

B. The Client shall provide written notice to each participant of the following information in accordance with Section 550.932 of the Michigan Compiled Laws:

1. a description of the benefits that are being provided and any changes in such benefits;

2. that individuals covered by the HRA Plan are not insured;

3. that in the event the HRA Plan or the Client does not ultimately pay medical expenses that are eligible for payment under the plan, the individuals covered by the plan may be liable for those expenses;

4. that ABS merely processes claims and does not insure that any medical expenses of individuals covered by the HRA Plan are paid; and

5. that complete and proper claims for benefits made by individuals covered by the HRA Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the plan will have no greater rights to interest or other remedies against ABS than as otherwise afforded them by law.

C. As a condition to ABS's obligations under the HRA Plan, the Client shall cooperate with ABS, provide ABS with information required by it, comply with the procedures prescribed by it and make the payments required by this Agreement.

D. Provide each participant with a Summary Plan Description as required by ERISA, such Summary Plan Descriptions to be distributed to new participants within ninety (90) days of their enrollment. Client must also update the Summary Plan Description in general every five (5) years and distribute a Summary of Material Modifications within 210 days after the end of any Plan year in which the HRA Plans benefits were substantially modified (within sixty (60) days after the adoption of a material reduction in covered services or benefits).

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ADDENDUM G
Telemedicine

SECTION I: ABS'S DUTIES

ABS shall provide 24/7 telemedicine services by contracting with a third-party vendor, MDLive and/or Teledoc, Inc. to Client employees and dependents with the intent to encourage consumerism and minimize the unnecessary use of high cost medical providers. ABS agrees to implement the following services with MDLive and/or Teledoc, Inc. and Client, in accordance with the MDLive and/or Teledoc, Inc. Service Agreement.

A. MDLive and/or Teledoc, Inc. provides to the Employer a non-exclusive, non-transferable, limited license to use the "MDLive and/or Teledoc, Inc.' branded Program (including all materials developed or provided to the Employer by ABS related to the Program, its marketing, implementation and use) during the term of this Agreement (notwithstanding the foregoing, however, MDLive and/or Teledoc, Inc.'s toll-free telephone number shall not be a dedicated number for the Employer's Members only and shall remain the property of MDLive and/or Teledoc, Inc. at the termination of this Agreement); and (iii) to provide and maintain an adequate system, forms and other resources for Members to: (a) complete the required medical history disclosure (MHD) online, and (b) access and agree to MDLive and/or Teledoc, Inc.'s Informed Patient Consent and Release Form.

B. MDLive and/or Teledoc, Inc. (i) Maintains a database of the Members' information (in an electronic format that is compliant with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) known as Health Information Technology for Economic and Clinical Health (HITECH) Act, and update the database periodically with information provided by the Employer or its third party administrator as new Members are enrolled; (ii) Provides to the Employer or its third party administrator, quarterly, MDLive and/or Teledoc, Inc. standard utilization and savings reports of the Program.

C. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Personal Health Information) is transmitted over an electronic communications network i.e. "the internet", transmissions of ePHI to and from MDLive and/or Teledoc, Inc., Inc. will utilize Secure File Transport Protocol (SFTP).

D. The Program includes access to the licensed physicians associated with the Provider to provide Cross-Coverage Consultations. The physicians are selected and engaged by the Provider to provide patient and physician

interaction, whereby the physician diagnoses the patient's ailment, recommends therapy, and if necessary and appropriate, writes a Non DEA controlled prescription. The Program is designed to provide cross-coverage physician access in the states where the Members live and travel. Each physician shall be licensed to practice medicine and/or osteopathic medicine, technologically proficient, trained in Cross-Coverage Consultations and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such physician practices. Physician consultations under the Program are not delivered by Internet questionnaires.

E. (i) The Program for telephone Cross-Coverage Consultations includes the following

(ii) The Program for web-based video Cross-Coverage Consultations includes the following services: MDLive and/or Teledoc, Inc. provides the Members during the times of 7AM to 9PM local time, seven days a week, access to secure web-based video Cross-Coverage Consultations provided by a state licensed physician associated with the Provider. If a Member requests a web-based video Cross-Coverage Consultation, it will be scheduled and an appointment reminder notification will be sent prior to the commencement of such consultation. To commence the web-based video Cross-Coverage Consultation, the Member will access such consultation within the MDLive and/or Teledoc, Inc. member site using their secure member login.

F. For each Cross-Coverage Consultation, the licensed physician shall: (i) Conduct a medical consult to assess the Member's medical needs; and (ii) Based upon the medical consult, respond as follows: (a) Determine that the Member's condition is a life-threatening emergency, and direct the Member to the nearest emergency facility; (b) Determine that the Member's condition is urgent but not a life-threatening emergency, and advise the Member how to treat the condition, prescribe medication as necessary, and make a determination whether the Member should contact or page his/her primary care physician; or (c) Determine that the Member's condition is not urgent and not a life- threatening emergency, advise the Member how to treat the condition, prescribe medication as necessary, and advise the Member to follow up with his/her primary care physician or a specialist focused on the specific medical problem.

G. It is understood by the Parties that the licensed physicians will not prescribe any Drug Enforcement Agency (DEA) controlled substances or narcotics and operates subject to state regulations. MDLive and/or Teledoc, Inc. is not required to guarantee that the Member will receive a prescription, and only the Members who have completed the necessary steps to create the legally mandated doctor/patient relationship (as described herein) will receive Cross-Coverage Consultations under the Program. Those steps include: (i)

Completing a comprehensive medical history disclosure (MHD), either online or by telephone with a designated Program representative (It being understood that, in the event the Member fails to complete the MHD, the Member will not have access to the Provider's physicians and MDLive and/or Teledoc, Inc. will so advise the Member when he/she accesses the service); (ii) Agreeing to MDLive and/or Teledoc, Inc.'s Informed Patient Consent and Release Form confirming an understanding that the Provider is not obligated to accept the Member as a patient, and that the Member's participation in the Program may be cancelled at any time without recourse by the Member; and (iii) The Member also understands and acknowledges that the Program provides Cross-Coverage Consultations when the Members primary care physician is not available.

H. MDLive and/or Teledoc, Inc. and the Employer are and shall at all times function as independent contractors and neither MDLive and/or Teledoc, Inc. nor the Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

I. Each Party is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Program or otherwise made by such Party in fulfilling its obligations under this Agreement. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, and their directors, officers, employees, agents, representatives, successors and assigns, from and against any loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising out of any error, omission or malfeasance of such breaching Party. The Employer acknowledges that all materials relating to the Program that are developed by or on behalf of MDLive and/or Teledoc, Inc. or provided to the Employer by MDLive and/or Teledoc, Inc., and all trade names, service marks, trademarks and logos that are used by MDLive and/or Teledoc, Inc. (including but not limited to the "MDLive and/or Teledoc, Inc." mark), and such other trade names, trademarks and logos as hereinafter may be designated by MDLive and/or Teledoc, Inc. in connection with its business (the "MDLive and/or Teledoc, Inc. Marks") are the unique intellectual property of MDLive and/or Teledoc, Inc. (the "Intellectual Property"), and the Employer agrees that: (i) the Employer will not duplicate the Program in any format that would, in whole or in part, infringe upon the intellectual property rights of MDLive and/or Teledoc, Inc., and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (ii) the Employer and its employees, directors, officers, agents, owners, successors and assigns shall maintain the confidentiality of any non-public Intellectual Property disclosed to the Employer by MDLive and/or Teledoc, Inc.; and (iii) on termination of this Agreement, the Employer shall return to MDLive and/or

Teledoc, Inc. all of the Intellectual Property provided to the Employer.

J. MDLive and/or Teledoc, Inc. provides to the Employer a limited, non-exclusive, non-transferable license to use the MDLive and/or Teledoc, Inc. Marks during the term of this Agreement and only pursuant to the terms of this Agreement and in a manner, that has been approved by MDLive and/or Teledoc, Inc. in advance.

SECTION II: CLIENT'S DUTIES

A. Promote the use of the Services to Members

B. Submit to ABS enrollment and eligibility information from Members

C. Promptly distribute any Member identification and password information which may be provided by MDLive and/or Teledoc, Inc. to enable each Member to activate their account and use the Services

D. Timely make all payments to ABS

Comply with all duties under the MDLive and/or Teledoc, Inc. Service Agreement.

ADDENDUM K
Online Benefit and IRS Reporting Services

SECTION I

ABS provides IRS reporting services to employers related to the Affordable Care Act ("ACA") through the use of an online software system.

NOW, THEREFORE, on and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Description.** ABS will provide services to Client at the price outlined in the Exhibit A and provided to Client in accordance with the terms of this Addendum.

    - Delivery of 1095-C & 1094-C forms, completed as required by the ACA, in .pdf format via secure methods to Employer.
    - Deliver 1095-C forms to employees sent via the regular first class mail.
    - Electronically submit file to IRS after prior verification by Client and with Client Signature.

2. **Delivery of Client Content.** “Client Content” shall mean payroll, benefits, human resources, and similar information provided by Client or its employees or plan participants, including transactional information. Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ABS a right to use the Client Content for purposes of this Addendum. Client shall promptly deliver to ABS the Client Content as required by ABS in an electronic file format specified by and accessible to ABS and will include any materials relating to Client and necessary for incorporation into the system, including, but not limited to, any human resources, payroll, time and labor, benefits, Form I-9, and/or financial data.

3. **License to Client Content.** Client hereby grants ABS a non-exclusive, non- transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back-up copies) and display the Client Content as reasonably necessary to perform reporting Services.

4. **Limitation on Client Content.** Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content and to grant to ABS the licenses granted hereunder in connection with the online system. Client shall provide to ABS Client Content that does not contain any content or materials which are obscene,

offensive, inappropriate, threatening, malicious, which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ABS to civil or criminal liability. ABS reserves the right to exclude or immediately remove from the System any Client Content which it determines in its sole discretion violates the previous sentence, provided that ABS has no obligation to review or monitor the Client Content. "System" means, if applicable, the hardware, operating system software, web application, ABS Products, database programs and network connectivity.

5. **Client ACA Liaison.** Prior to the commencement of ABS's Reporting Services, Client shall designate in writing to ABS the name of one person who shall serve as ABS's principal designated contact for ACA reporting (the "Client ACA Liaison"). Client hereby represents and warrants to ABS that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions, and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Addendum), requests, notices, or other communications required or permitted under this Addendum or requested by ABS in connection with the Client, shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

6. **Client Instructions.** In the event ABS, shall have any questions relating to a particular set of facts or client directions, then ABS shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ABS shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ABS to release employee-related data to third party vendors of Client as are designated by Client from time to time. ABS shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Addendum.

7. **Client Liability.** ABS's liability under this Agreement is limited to the performance of the services (described in Section I) performed during the term of this Agreement. ABS agrees to perform these services in accordance with the procedures prescribed by ABS. Client shall be solely responsible for any action or failure to take action for compliance matters arising prior to the effective date of this Agreement. ABS shall have no liability for any damages arising from or claimed to have arisen from actions ABS performs in connection with the system pursuant to any Client Files (as defined herein) supplied by Client or any instruction, request or representation of Client. ABS shall have no liability for any damages arising from or claimed to have arisen from late filing and/or distribution of IRS required forms.

8. **Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT**

EXPRESSLY ACKNOWLEDGES THAT ABS IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16) (A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ABS A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ABS SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ABS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ABS EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ACA REPORTING, THE ABS PRODUCTS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ABS.

9. **Implementation Services.** ABS will assist Client in implementing the online reporting system for the benefit of and in conjunction with Client. ABS will use commercially reasonable efforts to complete the implementation services in a timely manner.

10. **Conversion of Data; Required Timeline.** Client shall provide to ABS, and shall cause any third-party providers to provide to ABS, such applicable Client files, databases, and other information (the "Client Files") as is necessary to permit the reporting to be performed. Client must provide the Client Files to ABS by October 1 and any updates no later than December 1 of the year preceding the year in which the preparation and electronic filing of 1094-C and 1095-C forms will be provided. For purposes of clarification and example, in order for ABS to perform the preparation and electronic filing of 1094-C and 1095-C forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Addendum, and such Client Files must be accepted and converted by ABS by October 1 and any updates no later than December 1, 2015. Client will inform ABS of any changes that occur after December 1, 2015, as soon as practicable, but not later than January 5, 2016. Any changes that occur after January 5, 2016, or are not received by ABS prior to January 6, 2016, will require a filing of corrected 1094-C and/or 1095-C forms with the IRS. Client assumes the responsibility for the Client Files to be transmitted to ABS, including, but not limited to, their condition, content, format, usability, or correctness. Client shall perform all Client Files refinement, purification, and reformatting in order for reporting to be performed by ABS. ABS shall be compensated on a time and expense basis at ABS's standard rates in effect at such time in the event ABS is required to perform any such refinement, purification, or reformatting. Client will cooperate with ABS and provide ABS with all necessary information and assistance required in order for ABS to

successfully convert the Client Files. ABS will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the online reporting system is operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st, in any given year, ABS will not provide the preparation and electronic filing of 1094- C and 1095-C forms for that year and Client will not be eligible for credit of any fees paid for the online reporting for that year. The obligations described in this Section shall apply to ongoing provision of Client Files to ABS by Client.

11. **Safeguarding Privacy and Security of Information.** ABS is permitted to use and disclose information that it creates or receives on Client's behalf or receives from Client and to request information on the Client's behalf only as it relates to performance of the services as outlined in this Addendum. Client agrees to redact any information that is not necessary to perform the services required under this Addendum. ABS will, in its performance of the functions, activities, services, and operations specified in the Addendum, make reasonable efforts to use, to disclose, and to request only the minimum amount of information necessary to accomplish the intended purpose of the use, disclosure, or request, except that ABS will not be obligated to comply with the minimum-necessary limitation if neither ABS nor Client is required to limit the use, disclosure, or request to the minimum necessary. ABS will neither use nor disclose Client's information, except as permitted or required by the Addendum, or in writing by Client, or as required by law. ABS will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Client's information. The safeguards must reasonably protect Client's information from any intentional or unintentional use or disclosure in violation of ABS's Data Privacy Policy and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Addendum. The Client shall not knowingly request ABS to use or disclose any Client information in any manner that would not be permissible under ABS's Data Privacy Policy. ABS will report to the Client, in writing, any use or disclosure of Client's information not permitted by this Addendum of which it becomes aware. ABS will make the report to Client's Privacy Official not more than thirty calendar days after ABS becomes aware of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official, ABS may delay notifying Client for the applicable time period.

12. **Project Lead.** Client will designate a project lead for the implementation of the online reporting system and will promptly notify ABS of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Addendum or requested by the other party in connection with the implementation of the online reporting system. The project lead will bring

appropriate personnel/skill sets to the project as needed.

13. **Client Vendors.** Client will at its own cost make all necessary arrangements with its third-party vendors to cause such vendors to send data to and receive data from ABS as required for ABS to provide Reporting Services. Client shall reimburse ABS for any costs ABS is required to bear in connection with or arising out of any such transmissions of data from and/or to such third-party vendors.

14. **Records.** ABS is not, and will not be, Client's official record-keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ABS.

15. **Fees.** In consideration of Client's access to and benefit from reporting and other services provided hereunder, Client agrees to pay ABS in accordance with the pricing and fees set forth in Exhibit A and at the times provided.

16. **Taxes.** In the event that Client or ABS is subjected to any form of governmental or regulatory fees or charges related to the online reporting system provided by ABS under this Addendum, such charges will be the responsibility of Client. All amounts payable pursuant to this Addendum (i) are exclusive of any sales or use taxes, value added tax (VAT), goods and services tax (GST), or any and all similar taxes or legally imposed fees, duties, or contributions based upon such amounts payable, all of which are the sole responsibility of Client, and (ii) reflect the net cash payable to ABS, net of any and all taxes, levies, or withholdings of any nature.

17. **Invoices; Suspension of the online reporting system.** Client shall pay all amounts due under this Addendum upon receipt of each applicable invoice from ABS. Any amounts that remain unpaid for 45 days after the date of receipt of the applicable invoice will bear interest from the invoice date until the date payment is received by ABS at a rate that is the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law. All payments made under this Addendum are nonrefundable, except as specifically provided to the contrary in this Addendum.

18. **LIMITATIONS OF LIABILITY. EXCEPT FOR A BREACH BY CLIENT AS TO LIMITATIONS ON USE DESCRIBED IN SECTION 2 AND A BREACH OF ANY PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE ONLINE REPORTING SYSTEM, THE ABS PRODUCTS OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS,**

LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE SERVICE, EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY. EXCEPT FOR A BREACH BY CLIENT AS TO LIMITATIONS ON USE DESCRIBED IN SECTION 2 OF THIS AGREEMENT AND A BREACH OF ANY PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL A PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO ABS UNDER THIS AGREEMENT FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS

19. **Attachments and Exhibits.** All attachments and exhibits to this Addendum are incorporated by reference as if fully set forth herein.

20. **Amendment.** This Addendum may not be amended, modified, or supplemented orally. This Addendum may only be amended, modified, or supplemented by an instrument signed by both parties.

21. **Waiver** No waiver of any right under this Addendum will be deemed effective unless contained in a writing signed by a duly authorized representative of ABS, and no waiver of any past or present right arising from any breach or failure to perform will be deemed a waiver of any future right arising under this Addendum.

22. **Severability.** If any provision in this Addendum is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Addendum will remain in full force and effect.

23. **Successors and Assigns; Assignment**. This Addendum is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Client shall not assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of ABS, which consent will not be unreasonably withheld. Any attempted assignment in violation of this section is null and void and of no force or effect.

24. **Counterparts**. This Addendum may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. The parties agree that a facsimile or portable digital format (pdf) of a signed counterpart is effective and has the same force and effect as the original thereof.

Entire Addendum. This Addendum sets forth the entire understanding and agreement between Client and ABS and supersedes all prior and contemporaneous agreements,

proposals, or communications, whether oral or written, between the parties relating to the subject matter of this Addendum. No modification of the Addendum is binding unless it is in writing and is signed by authorized representatives of both parties.

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Annual Wetland Mitigation Monitoring and Maintenance Services

BACKGROUND:

As part of a 2012 project that constructed McClellan Avenue from Fair Avenue to Wright Street, the City was required to create 0.23 acres of wetland next to the new McClellan Avenue and 2.05 acres next to the bog area of Presque Isle Park.

Additional new wetlands adjacent to those at Presque Isle Park, as described above, were constructed in 2017 to mitigate the effects to Whetstone Creek during construction of the three roundabouts near the new hospital and at Grove Street.

The State of Michigan permits for both projects require the City to monitor and maintain the newly constructed wetlands for several years: 10 years for the McClellan project (ending in 2022) and five years for the hospital highway project (ending in 2023). The wetland monitoring and maintenance must be done by individuals trained in plant identification and health assessment which will require consultant services.

Request for Proposals were sent out to area consultants on April 28, 2021. Two consultants responded to the request: TriMedia Environmental and Engineering at $26,050 and the Marquette County Conservation District at $13,728.62.

FISCAL EFFECT:

Sufficient funds were approved under the FY 2021 budget.

RECOMMENDATION:

Approve the proposal from the Marquette County Conservation District in the amount of $13,728.62, and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Professional Services Contract and Insurance

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this June 28, 2021 between the City of Marquette, hereinafter called the "City" and The Marquette County Conservation District, a public agency, hereinafter called "Consultant".

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

Article 1

Project Name

The name of the Project shall be Wetland Mitigation Monitoring – Baraga Avenue, US41 and McClellan Avenue Projects.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in Consultant's proposal to the City of Marquette dated June 2, 2021 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is November 19, 2021.

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:
City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as

well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:
Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed $13,728.62.

BILLINGS/PAYMENTS:
Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

INDEMNITY:
Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

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

INSURANCE:
Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage

carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability
Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability
Commercial General Liability insurance with a combined single limit of not less than $1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability
The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers
Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:
The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:
In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the

completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:
All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:
Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

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

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

Signed this _____ day of _____, 2021.

OWNER
CITY OF MARQUETTE, OWNER

_____
Witness

_____
Jennifer A. Smith, Mayor

_____
Witness

_____
Kyle L. Whitney, Clerk

CONSULTANT

_____
Witness

_____,
By: Jeff Chiodi
Its: Vice-chair

Address: 780 Commerce Dr Ste C

Telephone #: 906.251.3072

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2021

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

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

PRODUCER
Fischer Insurance Agency
P.O. Box 556
Bellaire MI 49615

CONTACT NAME: Karen Berreth
PHONE (A/C, No, Ext): 231-533-6161 **FAX (A/C, No):** 231-533-8681
E-MAIL ADDRESS: karen@fischerins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MACD000-01
Marquette Conservation District
Michigan Association of Conservation Districts
3001 Coolidge Rd Suite 250
East Lansing MI 48823

COVERAGES **CERTIFICATE NUMBER:** 1410891983 **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	Y		GRB CP5000052	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	POLICY [ ] PRO-JECT [X] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			GRB CP5000052	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			GRB UM5000022	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			GRB WC5000053	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Marquette
300 W Baraga Ave
Marquette MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Karen M Berreth

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ACORD 25 (2016/03)

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Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Contract Modification for BP 17-11 Solid Waste Collection Services – Curbside Residential

BACKGROUND:

At the September 25, 2017 regular meeting of the City Commission, the Commission approved a seven-year contract with Waste Management of Marquette, Michigan for the collection of curbside garbage and recycling.

On July 1 of 2017, the Marquette County Solid Waste Management Authority (MCSWMA) implemented a ten-year tipping fee plan in order to secure funding for future landfill construction, equipment purchases and general landfill operation. The City of Marquette bid packages for solid waste services were based on utilizing this fee plan. Through the years, the haulers were expected to absorb any small variations from the proposed landfill fee schedule, and they have done so.

On October 21, 2020, the MCSWMA Director recommended a substantial increase in the tipping fee to the MCSWMA board to help cover lost revenue during the COVID-19 pandemic beginning January 1, 2021. The tipping fee increase will be removed July 1, 2021. Subsequently the rates will revert to the December 2020 rates. The adjustment will be made beginning July 1, 2021 and subsequent years of the contract. The proposed decrease for FY 2021 is $0.15 per month per stop or $1.80 a year. The individual increases are shown on the attached schedules.

FISCAL EFFECT:

Each participating City resident pays a fee that covers the solid waste services option that they have chosen under the green bag system and the cart system. The lower cost of the service will be offset by decreasing the solid waste service fees.

RECOMMENDATION:

Approve the proposed third amendment to the City of Marquette Solid Waste Services contract for curbside collection service with Waste Management, Inc. of Marquette, Michigan.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Solid Waste Service Contract Third Amendment
- Exhibit A, Amended Fee Schedule
- Collection Order Form and Fees
- MCSWMA Tipping Fee Reduction Memo February 19, 2021
- MCSWMA Tipping Fee Increase Oct. 22, 2020
- MCSWMA Tipping Fee 10 yr Plan
- City Commission Meeting Minutes Jan. 25, 2021

THIRD AMENDMENT TO CITY OF MARQUETTE SOLID WASTE SERVICES CONTRACT

THIS Third Amendment To City Of Marquette Solid Waste Services Contract ("AMENDMENT") is made as of June 28, 2021, by and between the City of Marquette ("CITY"), the Waste Management of Michigan, Inc. ("WASTE MANAGEMENT"), collectively referred to as "PARTIES".

RECITALS

WHEREAS, the PARTIES entered into an Agreement dated September 26, 2017 ("AGREEMENT");

WHEREAS, the Marquette County Solid Waste Management Authority significantly increased tipping fees, and

WHEREAS, the PARTIES now desire to amend the AGREEMENT in recognition of the unexpected sunset of the increase in tipping fees.

NOW THEREFORE, in consideration of the premises and the agreements and covenants contained herein, the PARTIES agree as follows:

1. Bid alternate A & B, approved as part of the Agreement and replaced by the First Amendment 1/13/2020 and Second Amendment on 1/25/2021, are hereby replaced with the Amended Pricing as listed in the attached Exhibit A, with the Amended Pricing being effective from July 1, 2021 through September 30, 2024.

2. All other terms and conditions of the AGREEMENT remain unchanged and shall continue as specified in the AGREEMENT.

The PARTIES have duly executed this AMENDMENT as of the day and year first above written.

CITY OF MARQUETTE

Date:_____, 2021

_____
Jennifer A. Smith, Mayor

Date:_____, 2021

_____
Kyle Whitney, City Clerk

Approved as to Content:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

Dated: 6-17-2021

WASTE MANAGEMENT OF MICHIGAN, INC.

By: MARK HARRICK
Its: SENIOR ACCOUNT EXECUTIVE

Exhibit A

City of Marquette
Disposal Price Increase
Effective 7/1/2021

	Period begin		7/1/2021	10/1/2021	10/1/2022	10/1/2023
	Period end	Qty	9/30/2021	9/30/2022	9/30/2023	9/30/2024
Current Pricing	Drive-by service	3,669	$ 7.19	$ 7.40	$ 7.62	$ 7.86
	20G Bag		$ 1.20	$ 1.20	$ 1.20	$ 1.20
	40G Bag		$ 1.50	$ 1.50	$ 1.50	$ 1.50
	64G	1,645	$ 12.74	$ 13.11	$ 13.48	$ 13.88
	2-64G	22	$ 17.92	$ 18.45	$ 18.98	$ 19.54
	96G	497	$ 14.87	$ 15.30	$ 15.73	$ 16.20
	2-96G	14	$ 22.18	$ 22.84	$ 23.49	$ 24.18
	1-64G + 1-96G	8	$ 20.01	$ 20.59	$ 21.17	$ 21.80
	35G	99	$ 12.34	$ 12.71	$ 13.07	$ 13.46
	Extra Rcy	396	$ 0.53	$ 0.55	$ 0.56	$ 0.58
	Recycle only	87	$ 1.59	$ 1.64	$ 1.69	$ 1.74
	Monthly Total		**$ 57,160.95**	**$ 58,826.41**	**$ 60,528.57**	**$ 62,375.28**
Amended Pricing	Drive-by service	3,669	$ 7.45	$ 7.70	$ 7.95	$ 8.22
	20G Bag		$ 1.20	$ 1.20	$ 1.20	$ 1.20
	40G Bag		$ 1.50	$ 1.50	$ 1.50	$ 1.50
	64G	1,645	$ 13.00	$ 13.41	$ 13.81	$ 14.24
	2-64G	22	$ 18.18	$ 18.75	$ 19.31	$ 19.90
	96G	497	$ 15.13	$ 15.59	$ 16.06	$ 16.56
	2-96G	14	$ 22.44	$ 23.13	$ 23.82	$ 24.55
	1-64G + 1-96G	8	$ 20.27	$ 20.88	$ 21.50	$ 22.16
	35G	99	$ 12.60	$ 13.00	$ 13.40	$ 13.82
	Extra Rcy	396	$ 0.53	$ 0.55	$ 0.56	$ 0.58
	Recycle only	87	$ 1.59	$ 1.64	$ 1.69	$ 1.74
	Monthly Total		**$ 58,710.51**	**$ 60,587.04**	**$ 62,495.59**	**$ 64,543.93**
	Monthly Difference		**$ 1,549.56**	**$ 1,760.63**	**$ 1,967.02**	**$ 2,168.65**
	(Ties to Monthly DPI calculation)					

LANDFILL RATE CHANGE IMPACT

BOP	EOP	Original	Revised	Variance	Tons/mo	Monthly DPI	Homes	DPI/home/mo
7/1/2018	6/30/2019	$ 49.50	$ 49.50	$ -	227	$ -	6,084	$ -
7/1/2019	10/31/2019	$ 50.49	$ 51.50	$ 1.01	227	$ 229.44	6,084	$ 0.038
11/1/2019	6/30/2020	$ 51.50	$ 57.50	$ 6.00	227	$ 1,363.05	6,084	$ 0.224
7/1/2020	12/31/2020	$ 52.53	$ 59.50	$ 6.97	227	$ 1,583.40	6,084	$ 0.260
1/1/2021	6/30/2021	$ 52.53	$ 63.50	$ 10.97	227	$ 2,492.06	6,084	$ 0.410
7/1/2021	6/30/2022	$ 53.58	$ 61.50	$ 7.92	227	$ 1,799.07	6,084	$ 0.296
7/1/2022	6/30/2023	$ 54.65	$ 63.50	$ 8.85	227	$ 2,009.97	6,084	$ 0.330
7/1/2023	6/30/2024	$ 55.75	$ 65.50	$ 9.75	227	$ 2,216.00	6,084	$ 0.364

LANDFILL RATE CHANGE IMPACT

BOP	EOP	Original	10 Yr. Plan	Revised Dec-15	Revised Aug-19	Revised Oct-20	Revised Feb-21	Variance
7/1/2016	6/30/2017	$ 43.50	$ 45.50					$ 2.00
7/1/2017	6/30/2018	$ 43.50	$ 47.50					$ 4.00
7/1/2018	6/30/2019	$ 43.50	$ 49.50	$ 49.50				$ 6.00
7/1/2019	10/31/2019	$ 43.50	$ 50.49	$ 51.50				$ 1.01
11/1/2019	6/30/2020	$ 43.50	$ 50.49	$ 51.50	$ 57.50			$ 7.01
7/1/2020	12/31/2020	$ 43.50	$ 51.50	$ 53.50	$ 59.50			$ 8.00
1/1/2021	6/30/2021	$ 43.50	$ 52.53	$ 53.50	$ 59.50	$ 63.50		$ 10.97
7/1/2021	6/30/2022	$ 43.50	$ 53.58	$ 55.50	$ 61.50	$ 63.50	$ 61.50	$ 7.92
7/1/2022	6/30/2023	$ 43.50	$ 54.65	$ 57.50	$ 63.50	$ 65.50	$ 63.50	$ 8.85
7/1/2023	6/30/2024	$ 43.50	$ 55.75	$ 59.50	$ 65.50	$ 67.50	$ 65.50	$ 9.75
7/1/2024	6/30/2025	$ 43.50	$ 56.86	$ 61.50	$ 67.50	$ 69.50	$ 67.50	$ 10.64
7/1/2025	6/30/2026	$ 43.50	$ 58.00	$ 63.50	$ 69.50	$ 71.50	$ 69.50	$ 11.50

City of Marquette Solid Waste Program

Garbage and Recycle Cart Order Form

The City of Marquette Public Works Department has concluded the fourth open enrollment period for the solid waste collection system for the City of Marquette. Anyone interested in receiving or returning carts outside of this enrollment period must deliver or pickup carts at the Municipal Service Center, 1100 Wright Street at a specified time.

If you wish to change your current collection method, see the following

- If you choose to stay on the bag system but would like a recycle cart, choose which size recycle cart in the "Bag System" section. Submit this form to publicworks@marquettemi.gov or fax 906-228-0445 to schedule a pickup time.
- If you wish to order a garbage and recycle cart, please fill out the "Cart System" section. Submit this form to publicworks@marquettemi.gov or fax 906-228-0445 to schedule a pickup time.
- If you want to exchange or return your existing cart(s), please state on form. *All returned carts must be clean to allow redistribution, or a $25 cleaning fee will be assessed.* Submit form to publicworks@marquettemi.gov or fax 906-228-0445 to schedule a time.

Resident Information

Name: _____

Service Address: _____

Phone #:_____

Account #:_____

Option (circle one): *See reverse side for descriptions and pricing*

Bag System

Green Bag System with Adding a Recycling Cart: 64 gal *or* 96 gal. (please circle one)

Cart System

Cart A Cart B Cart C Cart D Cart E Cart F

Recycle cart size: 64 gal. *or* 96 gal. (please circle one)

□ Add an additional Recycling Cart ($.53) – Size: _____

Office Use Only

Cart Delivered _____

Account #_____

Account Updated _____

Bag System:

Green Bag system with no carts (standard fee)
Cost: $17.70/ per month per housing unit plus the cost of bags

Recycle Cart - Add (1) 64 gal. or 96 gal. recycle cart with the Green Bag system
Cost: $19.30/ per month per housing unit instead of $17.70

Cart System Options:

Cart A – (1) 64 gal. garbage cart and (1) recycle cart
Cost: $23.25/ per month per housing unit instead of $17.70

Cart B – (2) 64 gal. garbage carts and (1) recycle cart
Cost: $28.45/ per month per housing unit instead of $17.70

Cart C – (1) 96 gal. garbage cart and (1) recycle cart
Cost: $25.40/ per month per housing unit instead of $17.70

Cart D – (2) 96 gal. garbage cart and (1) recycle cart
Cost: $32.70/ per month per housing unit instead of $17.70

Cart E – (1) 64 gal. & (1) 96 gal. garbage carts and (1) recycle cart
Cost: $30.50/ per month per housing unit instead of $17.70

Cart F – (1) 35 gal. garbage cart and (1) recycle cart
Cost: $22.85/ per month per housing unit instead of $17.70

Recycle Cart - Add (1) additional recycle cart to any package
Cost: $0.53/ per month per housing unit

*All prices are effective July 1st for all Solid Waste Fees

Please do not write on or mark carts

Marquette County Solid Waste Management Authority
600 COUNTY ROAD NP • MARQUETTE MI 49855
PHONE: (906) 249-4125 • FAX: (906) 249-9377

BOARD OF TRUSTEES

Randall Yelle, Chairperson
Joe Minelli, Vice Chairperson
Dennis Honch, Secretary
Amy Manning, Treasurer
Glenn Adams, Trustee
Curt Baldwin, Trustee
Jorma Lankinen, Trustee
Dave Campana, Alternate

MEMORANDUM

TO: Constituent Municipalities

FROM: Bradley A. Austin

DATE: February 19, 2021

SUBJECT: Emergency Solid Waste Tipping Fees

On February 17, 2021, the MCSWMA Board of Trustees passed a motion to remove the $4.00 emergency tipping fee increase effective June 30, 2021. Effective July 1, 2021 the tipping fee for solid waste will be $61.50 per ton, per the board approved ten-year solid waste tipping fee plan. Five years remain on the current plan.

- **July 1, 2020-December 31, 2020** — **$59.50/per ton**
- **Remainder of FY 2020-2021** — **$63.50/per ton (implemented 1/1/2021)**
- FY 2021-2022: — $61.50/per ton
- FY 2022-2023: — $63.50/per ton
- FY 2023-2024: — $65.50/per ton
- FY 2024-2025: — $67.50/per ton
- FY 2025-2026: — $69.50/per ton

****Prior to fee implementation, tipping fee rates will be evaluated annually by the MCSWMA Board of Trustees.**

If you have any questions, comments, or concerns, please feel to contact me at any time. Please contact me if you are interested.

Sincerely,

Bradley A. Austin
Director of Operations
MCSWMA

Marquette County Solid Waste Management Authority

600 COUNTY ROAD NP • MARQUETTE, MI 49855
PHONE: (906) 249-4125 • FAX: (906) 249-9377

BOARD OF TRUSTEES

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Jorma Lankinen, Trustee
Glenn Adams, Trustee
Dave Campana, Alternate

MEMORANDUM

TO: Constituent Municipalities

FROM: Bradley A. Austin

DATE: October 22, 2020

SUBJECT: Solid Waste Tipping Fee Increase

The COVID-19 pandemic has resulted in less tonnage received by the MCSWMA, specifically construction and demolition debris. This decrease in tonnage has resulted in a loss of roughly $400,000 in tipping fee revenue (see attached exhibit A). The comparison attached illustrates the loss in tonnage/revenue based on a five (5) year average.

On October 21, 2020, the MCSWMA Board of Trustees passed a motion to implement an emergency solid waste tipping fee increase due to impacts of the COVID-19 pandemic, and subsequent loss of tonnage/revenue. By motion of the board, a four dollar ($4.00) per ton emergency tipping fee increase will be effective January 1, 2021. Effective January 1, 2021 the tipping fee for solid waste will be $63.50 per ton. This emergency tipping fee increase will be allocated to the landfill operations and five-year capital accounts (see attached exhibit B).

The MCSWMA has initiated multiple cost reducing measures including reducing administrative staff, and furloughing employees during the height of the pandemic. Upon completion of the regional recycling facility, a work hour reduction plan will be implemented. In addition, we are pursuing early retirement options for eligible employees.

Historically, tipping fee increases are evaluated annually by the board. This emergency tipping fee increase to include any additional tipping fee increases scheduled for 2021, will be monitored closely by the MCSWMA staff and will be reported monthly to the board.

In summary, the COVID-19 pandemic was unforeseen and has had a significant impact on our budget. We will continue to monitor inbound tonnage and the budget closely. In addition, implement any viable cost reducing measures available.

If you have any questions, comments, or concerns please feel free to contact me at any time. In addition, tours of our facility are available. Please contact me if you are interested.

Sincerely,

Bradley A. Austin
Director of Operations
MCSWMA

CC: Randall Yelle, Board Chairperson

MCSWMA
COVID-19 Inbound Tonnage Analysis
EXHIBIT A

YEAR	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
2019	4,036	4,609	7,002	5,379	5,850	5,999	12,526	8078	5115	3744	
2018	3,787	3,679	5,905	5,916	5,916	6,415	5,472	5824	5690	4078	
2017	3,550	3,834	5,658	9,315	6,228	5,847	7,002	6116	5942	4002	
2016	3,680	3,986	4,554	14,194	18,746	5,690	5,472	5552	5172	4399	
2015	3,586	3,703	4,366	4,487	4,450	4,143	5,552	5073	4962	4181	
5 Year AVERAGE	3,728	3,962	5,497	7,858	8,238	5,619	7,205	6128.6	5376.2	4080.8	
2020 TONNAGE	3,684	3,159	4,388	6,817	5,799	5,226	6,211				
Variance 2020 vs Average	44	803	1,109	1,041	2,439	393	994				6,823
										Tipping Fee	$ 59.50
									Revenue	Deficiency	$ (405,967.19)

City of Marquette, MI

EXHIBIT B - TIPPING FEE INCREASE AND ALLOCATION
EFFECTIVE JANUARY 1, 2021

Tipping Fee Components	Proposed Fee Cost/Ton	
Net Operation Expenses	$ 48.50	
Host Community Fee	$ 1.00	
Environmental Escrow Fund	$ 0.25	
5 YEAR CAP	$ 2.00	
MRF-CLF Funding	$ 6.00	11/1/2019 - 10 YEAR PAYOFF
**Perpetual Care	$ 2.00	7/1/2020 ALLOCATION, PERPETUAL CARE FUND INCREASED 10 % in 3 years
Construction 10 year Plan	$ 3.75	
Total	$ 63.50	

5d.

Marquette County Solid Waste Management Authority
600 COUNTY ROAD NP • MARQUETTE MI 49855
PHONE: (906) 249-4125 • FAX: (906) 249-9377

To: Board of Trustees

From: Bradley A. Austin

Date: February 20, 2019

Subject: Tipping Fee- 10 Year Plan

Starting on July 1, 2016, the Authority implemented a ten-year tipping fee plan in order to secure funding for future landfill construction, equipment purchases, and to operate the landfill. The Authority has seven years remaining on the plan. Currently, a two percent increase is scheduled annually on July 1st of each year. The last fee increase on the plan is scheduled for July 1, 2025.

Based on current tipping fee increases projected over the next seven years, the ten-year capital fund for future landfill construction is inadequate. In addition, a contingency plan for allocation to the landfill operations budget (if required) is needed. I recommend to the board to review the attached ten-year capital projections worksheets. In addition, I recommend revising the remaining tipping fee increases planned for the next seven years. Further, in lieu of the two percent increase scheduled for each year, I recommend a two dollar per ton increase for each year.

The proposed seven-year tipping fee detail is as follows:

- Current tipping fee: $49.50/per ton
- FY 2019-2020: $51.50/per ton
- FY 2020-2021: $53.50/per ton
- FY 2021-2022: $55.50/per ton
- FY 2022-2023: $57.50/per ton
- FY 2023-2024: $59.50/per ton
- FY 2024-2025: $61.50/per ton
- FY 2025-2026: $63.50/per ton

****Prior to fee implementation, tipping fee increases will be evaluated annually by the MCSWMA Board of Trustees.**

With a robust recycling/recovery program, good compaction, and a consistent leachate recirculation program, efforts continue to be made to extend the life of the landfill. However, the Authority will incur significant landfill construction costs in the future. This will include landfill cell construction and a landfill gas collection system. It is imperative that we fund these future expenses to the best of our ability. At proposed rates, the Authority continues to maintain the lowest tipping fee rates in the Upper Peninsula. Please see attached tipping fee comparison worksheet.

Bradley A. Austin
Director
MCSWMA

City of Marquette, MI
300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission Meeting
January 25, 2021

Call to Order, Pledge of Allegiance and Roll Call

Present: Ayes: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Approval of the Agenda

Commissioner Sally Davis moved to Approve the agenda as presented, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously.

Announcements

Mayor Smith praised the City Finance department, which recently received the Certificate of Achievement for Excellence in Financial Reporting, from the Government Finance Officers Association of the United States and Canada. This award is presented in recognition of the City's comprehensive annual financial report. The Mayor also shared information about glass recycling in the City.

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

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

Jacy Madden and Eric Berg both wrote to share their concerns about the cost and availability of housing in the City of Marquette.

Presentation(s)

1. Traffic-Parking Advisory Committee, by Nina van den Ende

Nina van den Ende gave an update on the work of the Traffic-Parking Advisory Committee.

In follow-up, Commissioners discussed certain sections of the City street network, including Front Street as it heads south out of town, the traffic light at the intersection of McClellan Avenue and Ridge Street and about intersections with three-way stops.

Commissioners suggested that the Traffic-Parking Advisory Committee review the

recent report from the Ad Hoc Housing Advisory Committee and consider the impacts of some of the recommendations.

2. Consent Agenda

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

2.a. Approve the minutes of the January 11, 2021 regular Commission meeting.

2.b. Approve the total bills payable in the amount of $1,155,155.27

2.c. Fire Department Turnout Gear

2.d. Police Dell Laptops

Unfinished Business

3. City Manager Replacement Process – Subcommittee Reappointment

Commissioner Jessica Hanley moved to Authorize the reappointment of the City Manager Search Committee consisting of Commissioners Davis, Mayer and Stonehouse with the responsibility to evaluate proposals for firms and recommend to the City Commission the best qualified to lead the Commission through the City Manager search process, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously.

New Business

4. Contract Modification for BP 17-11 Solid Waste Collection Services – Curbside Residential

Commissioner Evan Bonsall moved to approve the proposed second amendment to the City of Marquette Solid Waste Services contract for curbside collection service with Waste Management, Inc. of Marquette, Michigan, and a corresponding amendment to the solid waste services section of the adopted City of Marquette Fiscal Year 2021 Fee Schedule, seconded by Commissioner Hanley. Discussion ensued.

Commissioners voiced concerns and uncertainty about the increase adopted by the Marquette County Solid Waste Management Authority, which was justified as a COVID-related increase. As it was necessitated by COVID, there should be a sunset on the increase, many suggested. Additionally, commissioners said they were unsure how the MCSMWA decided on an increase of $4, specifically.

City Manager Angeli indicated that the MCSWMA has been told the City would prefer a sunset in this increase. He said the City has two representatives on the authority board, and that the City has requested the board send a summary of each monthly meeting, in addition to the minutes.

Mayor Pro Tem Hill then moved to amend the main motion, authorizing the increase only through July 1, seconded by Commissioner Stonehouse and carried unanimously.

The Commission then voted on the main motion, now to approve the proposed second amendment to the City of Marquette Solid Waste Services contract for curbside collection service with Waste Management, Inc. of Marquette, Michigan, through July 1, 2021. This motion carried unanimously.

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

There was no public comment at this point.

Comments from the Commission

Commissioner Bonsall thanked staff for assistance in helping to prepare the Ad Hoc Housing Committee draft report, which was completed recently, and he encouraged all residents to look at the report. He said there have been issues with the glass recycling, which should be place out during the first full week of every month. He said the City is looking at how to better communicate with residents about this. Commissioner Bonsall said he was appointed recently to the Protect Michigan Commission, which is aimed at informing and educating the state about the COVID019 vaccine. He said he was also recently appointed to a Michigan Municipal League legislative policy committee.
Commissioner Davis thanked City staff for the work to keep the multi-use path cleared so well this winter.
Commissioner Hanley said she agrees with the earlier public comments that middle housing is missing in the City. She said the sale approved at the past meeting though, was approved roughly a year ago, and this was an action to approve a development agreement. Missing middle housing, she said, will likely not be found along the lakeshore.
Mayor Pro Tem Hill reminded people that the first full week of each month would be used for only glass recycling, and suggested finding a clever way to inform the public. She said the Commission had a work session about the lakeshore and the land near the old Cliffs-Dow property - she suggested people go online and watch the video and share their opinions. She urged residents to stay vigilant with masking and social distancing and praised the local health workers helping with the vaccine rollout.
Commissioner Mayer said he has been on active military orders, but that he will be taking part in meetings remotely as often as he can.
Commissioner Stonehouse said the Commission appreciated Commissioner Mayer's service. He said he has received the first dose of the COVID vaccine and that the entire process went very smoothly. He said the affordable housing discussion is very popular, and he suggested that the commission postpone the discussion until the meetings can take in-person, to more adequately engage the public.
Mayor Smith said she feels the work session can be transparent, and that she views that meeting as the beginning of a very long process. Mayor Smith addresses the two public comments from earlier - she said she understands the concerns and gave a quick overview of the Founders Landing parcel being discussed. She shared a resident's positive experience with the City Police Department.

Comments from the City Manager

City Manager Mike Angeli said the City is pretty much done selling and developing the Founders Landing property. He said staff plans to bring a full plan for the Lakeshore Boulevard project back to the Commission for approval, so there will be opportunities for public input. He shared an update on recovery grants that may benefit the City, and he shared an update on the Williams Park tennis courts.

Adjournment

Mayor Smith adjourned the meeting at 7:47 p.m.

Kyle Whitney, City Clerk

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

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

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
NTN EGLE Permit Authorization

BACKGROUND:

At their March 8, 2021 meeting, the City Commission authorized the the Noquemanon Trails Network (NTN) to act as an agent for the City to apply with the Michigan Department of Environment, Great Lakes, and Energy for a permanent bridge over the Carp River.

The NTN has annually installed a temporary bridge to cross the river. This bridge is reaching the end of its useful life. The proposed permanent bridge would better serve the increased use of the trail system, be less impactful to the river banks, and allow anglers to pass under it.

This project is identified in the City's Trails Master Plan recommendations on page 26 as "100 year floodplain bridges over Carp River (2)." Additionally, this project has been approved by the Superior Watershed Partnership as the managers of the conservation easements.

NTN has worked with GEI Consultants to plan for the project and has already raised the funds for the project. An additional letter authorizing the NTN to build the bridge is required to finalize the permit.

Attached is a letter for the City Manager to sign to authorize this action.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Authorize the City Manager to sign the letter allowing the NTN to build a permanent bridge over the Carp River.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

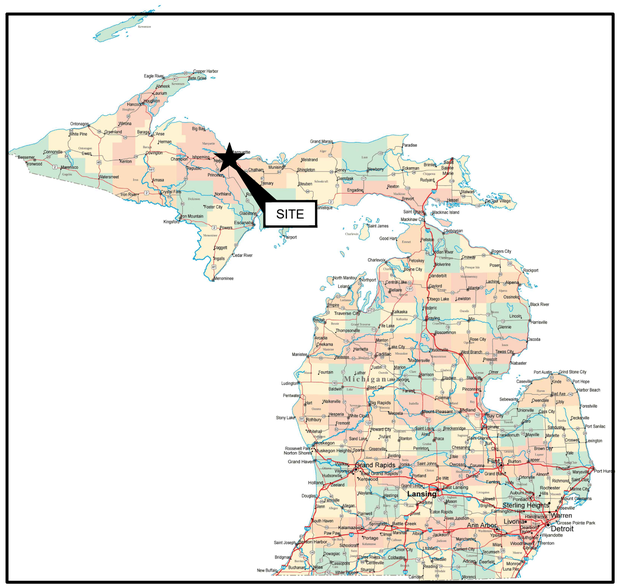
Description

- Bridge Proposal
- EGLE Letter
- Bridge Photo

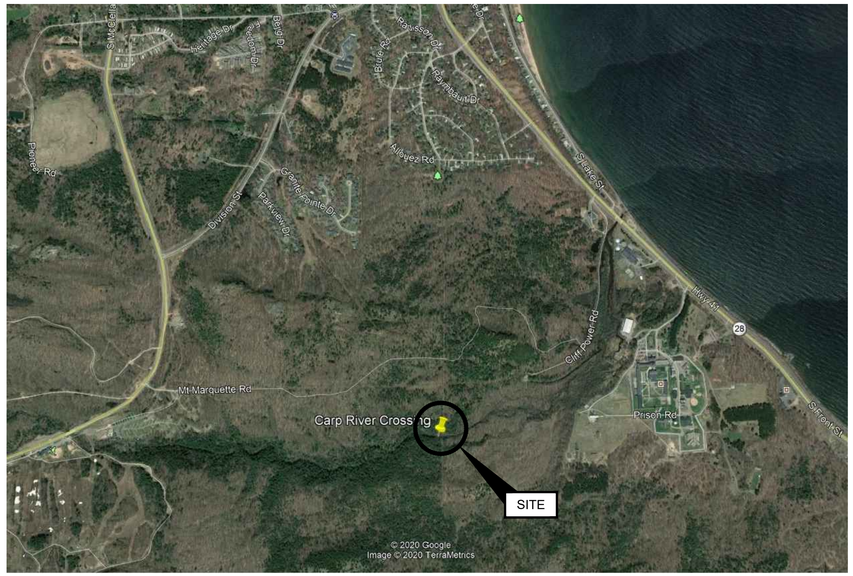
- NTN Carp Bridge Letter

CARP RIVER PEDESTRIAN BRIDGE

NOQUEMANON TRAIL NETWORK IMPROVEMENTS
NOQUEMANON TRAIL NETWORK
MARQUETTE, MI
49855



STATE MAP
(NOT TO SCALE)



SOURCE:
GOOGLE EARTH PRO

SITE LOCATION MAP
(NOT TO SCALE)

PREPARED FOR:

NOQUEMANON TRAIL NETWORK
PO BOX 746
MARQUETTE, MI 49855
(906)235-6861

PREPARED BY:

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

PRELIMINARY

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. 1800384
JAN 05, 2021

DRAFT

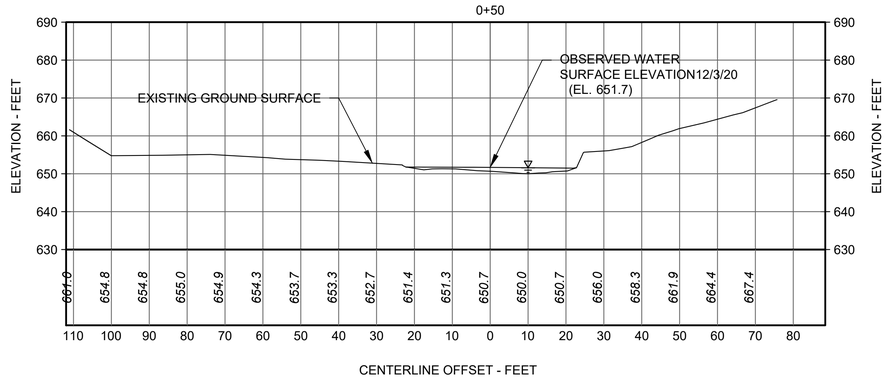
DWG. NO. G-001
SHEET NO. 1 OF 3
REV NO. 1

PLAN - EXISTING CONDITIONS

0 20 40

SCALE, FEET

N



A SECTION

EXISTING CONDITIONS

0 20 40

SCALE, FEET

PRELIMINARY

NOTES:

1. SURVEY DATA ACQUIRED BY TRIMEDIA AND GEI, 12/3/2020.
2. ELEVATIONS AND SURVEY POINTS REFERENCE NAVD 88 AND NAD 83.
3. AERIAL IMAGE ACQUIRED VIA GEO-REFERENCED GOOGLE EARTH PRO.

Attention:

0 1"

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

DRAFT

Designed:	#######
Drawn:	PRD
Checked:	#######
Approved:	#######
P.E. No:	###
GEI Project	1800384

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

NOQUEMANON TRAIL NETWORK
MARQUETTE, MI 49855

CARP RIVER PEDESTRIAN BRIDGE

MARQUETTE, MI 49855

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME: EXISTING CONDITIONS

SHEET NO.: **G-2.0**

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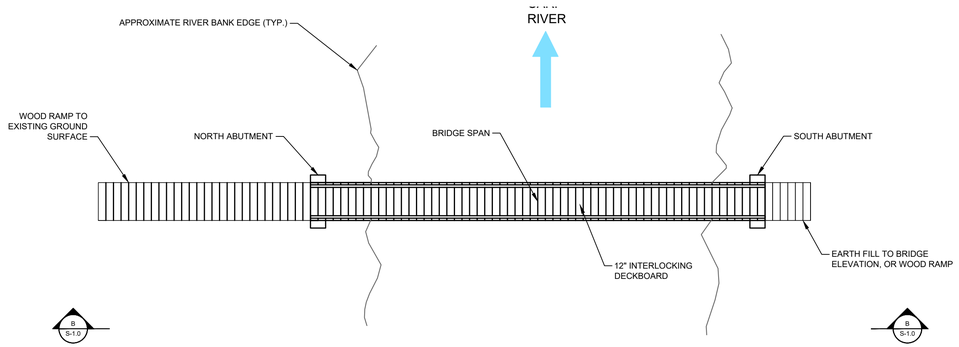
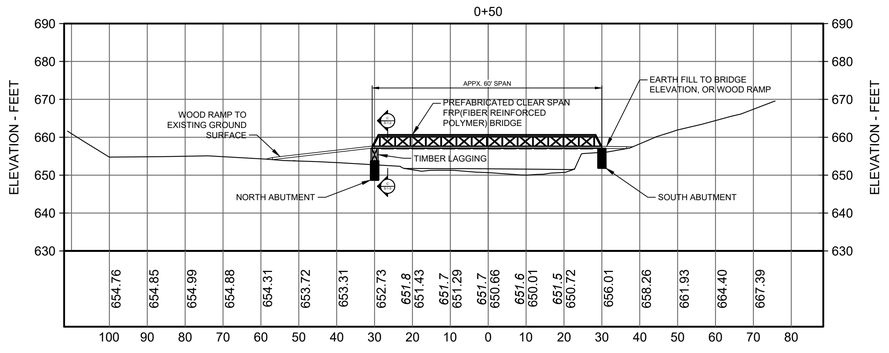


PLAN - PROPOSED BRIDGE CROSSING

0 10 20

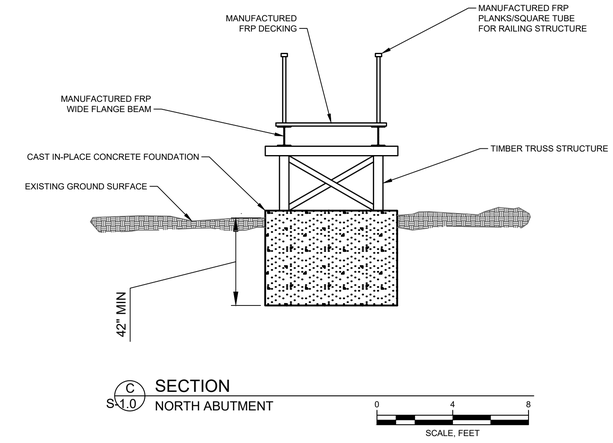
SCALE, FEET



B S-1.0 SECTION
PROPOSED BRIDGE CONCEPT

0 20 40

SCALE, FEET



C S-1.0 SECTION
NORTH ABUTMENT

0 4 8

SCALE, FEET

PRELIMINARY

NOTES:
1. ELEVATIONS AND SURVEY POINTS REFERENCED FROM FROM NAVD 88, AND NAD 83.

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

DRAFT

Designed:	#######
Drawn:	PRD
Checked:	#######
Approved:	#######
P.E. No:	###
GEI Project	1800384

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

NOQUEMANON TRAIL NETWORK
MARQUETTE, MI
49855

CARP RIVER PEDESTRIAN BRIDGE

MARQUETTE, MI
49855

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
PROPOSED CROSSING PLAN AND SECTIONS

SHEET NO.
S-1.0

1/7/2021 11:33:58 PM W:\Noquemanon_Trail_Network\NTN Carp River\2021-NTN Carp River\CAD\CarpRiverbedSurface_alignment.dwg

April 20, 2021

VIA E-MAIL

Noquemanon Trail Network
Attn: Ms. Lori Hauswirth
P.O. Box 746
Marquette, Michigan 49855

Dear Ms. Hauswirth:

SUBJECT: Preapplication Meeting
MiWaters Site Name: 52-Carp River Crossing - NTN South Trails-Marquette
Submission Number HP7-3TX9-C1ZHS

This letter is a follow-up to our April 16, 2021, preapplication meeting regarding the proposed project on the Carp River in the City of Marquette, Marquette County. The purpose of a preapplication meeting is to provide you with information that will clarify the permit process, answer preliminary questions about your specific project in order to avoid delays at a later date, and to determine, if possible, the need for wetland or inland lakes and streams permits.

During this meeting, we reviewed the need to obtain a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The review was based on discussion of the proposed project and/or draft permit application, the proposed site, and potential modifications to the project discussed during our meeting.

During the review of the project site, EGLE's Water Resources Division (WRD) made the following findings regarding the need for a permit under Part 301 and Part 303 of the NREPA:

A Part 301, Inland Lakes and Streams; and Part 31, Floodplain Authority, permit is required for the project as proposed.

This determination is based on the project plans submitted with the preapplication meeting request along with other information discussed at the time of this meeting. Provided that the proposed project and location are not altered, this determination is binding on EGLE for a period of two years from the date of this meeting.

During the meeting, we discussed several issues related to the project, including the following:

- The bridge design as proposed should meet the minor project category for clear span bridges. This permit carries a $100 minor project application fee.
- Bridge construction as proposed should have minimal impact on navigability of stream and on adjacent property owners' riparian interest areas.
- Include construction sequence in application. Be sure to include the scaffold that may be set up within the stream.
- Provide fill volumes, dimensions, and materials for proposed crib structures, and dimensions and materials of bridge and bridge approaches.

- Provide an authorization letter from the City of Marquette to allow construction of the permanent bridge on their property.
- Potential floodplain effects. Filled approaches are discouraged in order to prevent upstream flood stage increases. Depending on the distance to the next upstream property boundary, filled approaches greater than 10.0 feet in length may require hydraulic review (a hydraulic model and associated report). Timber or other approaches that allow flow beneath them will not require hydraulic review. The 100-year floodplain elevation of the Carp River at the project site is estimated to be 7.0 feet above (average) stream bottom. Please complete the floodplain section of the JPA and include the total amount of excavation and fill in cubic yards within the floodplain.

Please note that this is not a permit. The WRD cannot indicate during a preapplication meeting whether or not a permit will be issued. The WRD cannot make a decision regarding a permit until it has considered all of the information provided in the final permit application, and, in some instances, has also considered comments received in response to a public notice of the project. Therefore, the WRD cannot legally tell you whether the project will be permitted in advance of a permit application being submitted and reviewed.

The EGLE submission number assigned to this project is HP7-3TX9-C1ZHS. Please keep a record of this submission number and use it when submitting a final application or otherwise corresponding with our office on this project.

We appreciate the opportunity to meet with you to address these concerns. We have established a submission for this project, and the information submitted to date will be used to facilitate processing of the final application. If you should have follow-up questions before then, please contact me at 906-250-0588; soucys@michigan.gov; or EGLE, WRD, Marquette District Office, 1504 West Washington Street, Marquette, Michigan 49855.

Sincerely,

Sean Soucy
Marquette District Office
Water Resources Division

SS:SLS
cc: Mr. Kevin Roell, Agent
Ms. Linda Hansen, EGLE
Marquette CEA
City of Marquette Clerk

June 29, 2021

Ms. Lori Hauswirth
Executive Director
Noquemanon Trails Network Council
P.O. Box 746
Marquette, MI 49855

Re: Part 301 and Part 31 Joint Permit Application for NTN – Carp River Bridge

Dear Ms. Hauswirth,

The City of Marquette authorizes the Noquemanon Trail Network (NTN) to serve as an agent for the City in application to EGLE for a permanent bridge across the Carp River. Further, the City of Marquette provides permission to NTN to construct a permanent bridge across the Carp River on City property to serve non-motorized recreational use.

If you should have any questions regarding this, please feel free to contact me via phone (906-225-8102) or e-mail (manager@marquettemi.gov).

Respectfully,

Karen M. Kovacs, City Manager
City of Marquette

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Ordinance #695 - Street Performers (First Read)

BACKGROUND:

City staff has worked recently to explore a way to support local street performers, which can provide a public amenity that enhances the character of the City, and to do so in a manner consistent with the overall public interest.

Performers may use props or other materials and could draw crowds to their performances, so the proposed framework must protect the ability of pedestrians to move safely on sidewalks and through crosswalks in the impacted areas.

Aware that street performers are engaged in First Amendment activities, the proposed ordinance includes reasonable time, place and manner restrictions on street performers to the extent necessary to ensure the safety of performers, their audiences and the general public and to prevent unreasonable interference with residents' enjoyment of peace and quiet in their homes or the ability of local businesses to conduct business.

The proposed ordinance would establish criteria for street performers in certain locations throughout the City, while the accompanying resolution would identify appropriate locations and hours for such activity.

Per the requirements of Section 3.1 of the City Charter, this is the first read for this item. It will be moved to the next regular meeting for the second read.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move Ordinance #695 to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance 695
- Ord 695 - Resolution

ORDINANCE #695
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 12 - BUSINESSES, BY ADOPTING A NEW ARTICLE VIII. - STREET PERFORMERS

INTENT

The purpose of this ordinance is to create regulations to allow for local street performers, which enhance the character of the City, and to do so in a manner consistent with the overall public interest.

The City of Marquette Ordains:

SECTION 1. Adoption.

New *Chapter 12 – Businesses, Article VIII. – Street Performers* is hereby adopted as follows:

Sec. 12-204 – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Designated public area means an area on public property designated for street performances.

Perform/performance means a live, public presentation or exhibition which includes, but is not limited to, the following activities: acting, singing, playing a musical instruments, pantomime, juggling, magic, dancing, reading aloud, puppetry, art demonstrations, and performing of any sort.

Performer means a person conducting activities defined as a Performance under this article.

Sec. 12-205 – Rules and Regulations.

Any performer operating in the City of Marquette shall comply with the following:

1. May only locate in a designated public area, as identified by city commission resolution.
2. May only perform during hours established by city commission resolution.
3. A person who is under the age of 15 shall only perform when accompanied at all times by a responsible adult. A person who is 15 years of age or older may perform without a responsible adult.
4. May request contributions or money at a performance. Contributions may be received in any receptable, so long as it does not interfere with the pedestrian passage requirements set forth in Sec. 42-30 of this code.
5. May only perform if located more than 10 feet from the entrance of any business, unless prior permission is granted by the business owner.
6. May only perform if located more than 50 feet from any other performer, unless performing together.
7. May only perform if located more than 100 feet from any playground or school while in session, unless prior permission is granted by the school administrator.

8. May not use any:
    a. knife, sword, torch, flame, axe, saw, animal or other object, thing or being that can cause serious bodily injury to any person;
    b. Amplification device;
    c. Generator, battery or any other power source that poses a fire or public safety hazard;
    d. Electrical connection to an adjacent building or City power source.
9. The performer shall be responsible for clean-up of all litter at the performance site.
10. Must allow the public to utilize any public benches, waste receptacles or other street furniture during the performance.
11. Must not block or obstruct a curb cut.
12. Must allow for the free and safe movement of pedestrians in accordance with Sec. 42-30 of this Code. If a sufficient crowd gathers to observe a performance such that the passage of the public through a public area is blocked or obstructed, a police officer may disperse that portion of the crowd that is blocking or obstructing the passage of the public.
13. Must only perform with instruments, props, equipment, or other items the performer can reasonably transport or remove at one time.
14. May not obstruct visibility for passing motorists.
15. May not offer for sale or make available for a price or donation any items.
16. May not create excessive levels of noise, as established in Sec 22-30 of this Code.

Sec. 12-206 – City Manager Exclusion of public areas.

The City Manager or his or her designee may temporarily exclude a designated public area, due to road or sidewalk construction, utility maintenance, other city activity, or in the case of an emergency. Such designation will be based upon the determination that exclusion is necessary to protect the public health, safety, and welfare.

Sec. 12-207 – Civil infraction.

An individual who violates any portion of this article is responsible for a municipal civil infraction.

SECTION 2. EFFECTIVE DATE.

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

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

Resolution
Establishing Operating Locations and Times for Street Performances on City-Owned Property

WHEREAS, the City of Marquette desires to encourage street performers, who add to the vibrancy and desirability of Marquette, while providing a framework under which such performers operate; and,

WHEREAS, the City Commission may by resolution establish by hours of operation and identify City-controlled property where street performing is a permissible use;

NOW THEREFORE BE IT RESOLVED, by the City Commission for the City of Marquette that street performers may only perform within the areas, and during the hours, stipulated below:

1. Unless otherwise stated, performers may operate in public parks during park hours and on other listed sites between the hours of 9 a.m. and 11 p.m.
2. In accordance with Chapter 12 of the Marquette City Code, street performers are authorized to perform at the following City-owned or controlled properties:
    a. Southwest corner of W. Washington and S. Third Streets
    b. Phil Niemisto Pocket Park
    c. Marquette Commons (green space)
    d. Rosewood Walkway
    e. Founders Landing Boardwalk
    f. The Baraga Avenue parking lot (green space) located on the corner of E. Baraga Avenue and S. Front Street.
    g. Scenic overlooks located along S. Lakeshore (Founders Landing) and N. Lakeshore Boulevard east of Mattson Park.
    h. All public parks during park hours
    i. City multi-use path (green space only)

Performers may not operate in any DDA- or City-sponsored event, unless operating as a part of said event.

This resolution will take effect XXX, 2021.

Duly adopted by the City Commission on XXX, 2021.

_____
Jennifer A. Smith, Mayor

Certified to be a true copy on XXX, 2021.

_____
Kyle Whitney, City Clerk

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Ordinance #696 - Presque Isle Open Burning Regulation (First Read)

BACKGROUND:

Presque Isle Park Advisory Committee (PIPAC) has worked over the last two years to compile a list of regulations that would address the ever increasing stress on the natural resources of the park. City staff has worked to confirm that the majority of these regulations are enforceable with existing ordinances.

However, open burning still remains a concern; therefore Ordinance #696 is a high priority in order to reduce the risk of wildfire at the park. The purpose of this ordinance is to regulate open burning in the City in order to limit sources of fire in the City's Presque Isle Park. This action would ban any fires for cooking or recreational enjoyment in the park other than those in existing City-provided grilling appliances using charcoal as a fuel source.

Per the requirements of Section 3.1 of the City Charter, this is the first read for this item. It will be moved to the next regular meeting for the second read.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Move Ordinance #696 to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Draft Ordinance

ORDINANCE #696
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN ORDER TO LIMIT OPEN BURNING ON PRESQUE ISLE PARK

INTENT
The purpose of this ordinance is to regulate open burning in the City in order to limit sources of fire in the City's Presque Isle Park.

The City of Marquette Ordains:

SECTION 1. Repeal.
Chapter 26 – Fire Prevention and Protection, Section 26-89 – Open Burning, (c) – Permitting and prohibitions, (1) Open burning; **and**

Chapter 26 – Fire Prevention and Protection, Section 26-89 – Open Burning, (d) – Exceptions **are hereby repealed.**

SECTION 2. Adoption.
New *Chapter 26 – Fire Prevention and Protection, Section 26-89 – Open Burning, (c) – Permitting and prohibitions, (1) Open burning* is hereby adopted as follows:

(1) Open burning. Open burning is prohibited unless specifically permitted by this chapter. Permitted open burning shall be constantly attended and supervised by a competent person of at least 18 years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.

a. *Open burning of refuse.* Open burning of refuse is prohibited.
b. *Burning trees, logs, brush, stumps, leaves, and grass clippings.* Open burning of trees, logs, brush, stumps, leaves, and grass clippings is prohibited.
c. *Patio wood-burning units.* A patio wood-burning unit may be used in the City of Marquette only in accordance with all the following provisions:

1. The patio wood-burning unit shall burn only clean wood.
2. The patio wood-burning unit shall be located at least 25 feet from the nearest structure which is not on the same property as the patio wood-burning unit and at least 15 feet from any combustible material, wall, window, or door.
3.The patio wood-burning unit shall not cause a nuisance to neighbors, as defined under section 22-19, environment.
4. Patio wood-burning units may only be operated on privately owned property and with the permission of the property owner.

SECTION 3. Adoption.
New *Chapter 26 – Fire Prevention and Protection, Section 26-89 – Open Burning, (d) – Exceptions* is hereby adopted as follows:

(d) *Exceptions.* This section applies to all open burning within the City of Marquette with the following exceptions:

(1) In all areas of the City except Presque Isle Park, this section does not apply to grilling or cooking food using charcoal, wood propane or natural gas in cooking or grilling.
(2) Open burning may only occur in Presque Isle Park when the activity takes place in a City-provided grilling appliance and only when charcoal is used as a fuel source.
(3) This section does not apply to open burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.
(4) This section does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.
(5) The section does not apply to campfires within licensed campgrounds.

SECTION 4. EFFECTIVE DATE.
This ordinance shall take effect ten days after adoption but not before publication.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Purchase of Bullet Proof Vests

BACKGROUND:

The Police Department is in need of new bullet proof vests. Per the union contract, it is agreed upon that the City will supply vests every five years and the last purchase of vests was conducted in 2016.

The Department has applied for and received a fifty percent match on the purchase of the vests through the Patrick Leahy Bullet Proof Vest Partnership grant. The vests will be purchased through Kiesler Police Supply, a reputable agency that the Marquette City Police Department does business with frequently.

FISCAL EFFECT:

The total costs of the vests is $24,861.78 and fifty percent of this amount will be reimbursed by the Patrick Leahy Bullet Proof Vest Partnership grant. The money for this project was reserved and approved in the Fiscal Year 2020-21 budget.

RECOMMENDATION:

Approve the purchase of the bullet proof vests in the amount of $24,861.78 from Kiesler Police Supply.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Bullet Proof Vests

Invoice

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
MARQUETTE CITY POLICE DEPT
300 WEST BARAGA AVE.
MARQUETTE, MI 49855

Ship-to Address
MARQUETTE POLICE DEPARTMENT
ATTN: CAPT. MIKE LAURILA/PH: 906-228-0400
300 W. BARAGA AVE.
MARQUETTE, MI 49855

External Document No.	DEPT PURCHASE/ARMOR EXPRESS
Bill-to Customer No.	L70318
Tax Registration No.	
Order No.	SO166938
Quote No.	Q122760
Document Date	May 20, 2021
Due Date	June 19, 2021
Payment Terms	
Payment Method	
Tax Identification Type	Legal Entity

Salesperson	BRIAN CALIFF
Email	
Home Page	
Phone No.	

CONCEALABLE AND EXTERNAL BODY ARMOR
MLAURILA@MARQUETTEMI.GOV
906-228-0400

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	DO NOT MAIL INVOICE - PREBILLED DEPT. ON 6/9/2021	1	EACH	0.00	0
ARMOPLTARAICW57FE	ARMOR EXPRESS PLATE FINISHED FOAM ENCAP, 5X7 RMEL	3	EACH	64.97	194.91
ARMOREVM	ARMOR EXPRESS REVOLUTION CARRIER BRAVO, BLK, POCKET SEWN INTO BACK OF CARRIER HKLK	25	EACH	96.96	2,424
ARMOREVFBLK	ARMOR EXPRESS REVOLUTION CARRIER BLK FEMALE BRAVO CUT, HKLK	3	EACH	96.96	290.88
ARMORZRM20RG2BRV	ARMOR EXPRESS RAZOR 2 MALE G2 BRAVO KLTML	30	EACH	633.04	18,991.2
ARMORZRF20RG2BRV	ARMOR EXPRESS RAZOR 2 FEMALE BRAVO KLTML	3	EACH	633.04	1,899.12
ARMOHCH3MHLCBLKBM1	ARMOR EXPRESS HARDCORE H3 CARRIER, MOLLE, BLACK, BRAVO, SPEC NO: 1200-M1 LOKMK	1	EACH	336.41	336.41
KIESLER NOTE	H3 CARRIER FOR WALDO	1	EACH	0.00	0
PART NUMBER	ARMOOCEMPKT*BRV ARMOR EXPRESS OCS BRAVO W/ POCKETS (1152-P) CAHCH	2	EACH	161.37	322.74
KIESLER NOTE	BRAVO OCS W/ POCKETS FOR HESLIP, DAWSON	1	EACH	0.00	0
PART NUMBER	ARMOOCEMMOL*BRV ARMOR EXPRESS OCS BRAVO W/ MOLLE (1152-M) CLOKH	2	EACH	151.26	302.52
KIESLER NOTE	BRAVO OCS MOLLE FOR KINONEN, ARCHOCOSKY	1	EACH	0.00	0

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
SHIPPING	Shipping	1	EACH	100.00	100

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	24,861.78

Subtotal	**24,861.78**
Invoice Discount	0.00
Total Tax	0.00
Total USD Incl. Tax	**24,861.78**
Tax Amount	**0.00**

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Schedule a Public Hearing for Vault Marquette Brownfield Plan - Roll Call Vote

BACKGROUND:

A Brownfield Plan is being proposed for the redevelopment of the Marquette Savings Bank at 101 S. Front Street and 119 S. Lakeshore Boulevard into a boutique hotel, commercial space, residences and public parking facility, as well as other public improvements. A public hearing must be established and held by the City Commission for the approval of the Brownfield Plan.

Approval of the Brownfield Plan will provide for the reimbursement of Brownfield Environmental and Non-Environmental Eligible Activity costs, including environmental due diligence and environmental response activities, lead and asbestos abatement, demolition, site preparation, and infrastructure, including a public parking facility and park improvements.

The property is located in the Downtown Development Authority (DDA) and Local Development Finance Authority (LDFA) Tax Increment Financing (TIF) Districts which have first right to certain tax increment revenues. In order to receive approval for State tax capture for Eligible Activities, the Michigan Economic Development Corporation and Michigan Strategic Fund require either a proportionate expense or approval to forgo future tax increment revenues to reimburse Brownfield Eligible Activities.

Interlocal Agreements under the Urban Cooperation Act with the Marquette Brownfield Redevelopment Authority (MBRA) will be presented to the DDA and LDFA Boards at their next meeting.

The Brownfield Plan was presented to and approved by the MBRA at their June 17, 2021 meeting.

Attached is a resolution for consideration by the City Commission to set the public hearing for the City Commission for July 12, 2021 meeting. The Brownfield Plan will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a public hearing for the Vault Marquette Brownfield Plan for the July 12, 2021 City Commission meeting, approve the resolution establishing the public hearing, and authorize the Mayor and City Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

RESOLUTION
Public Hearing Establishment – Brownfield Plan
Vault Marquette
101 S.Front Street and 119 S. Lakeshore Boulevard

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on June 28, 2021 at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan has been proposed for the redevelopment of the Marquette Savings Bank at 101 S. Front Street and 119 S. Lakeshore Boulevard into a hotel, commercial space, and residences including a public parking facility that outlines the qualifications, costs, impacts, and incentives for the project developed by Braveworks of Houghton, Michigan for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

Whereas the Marquette Brownfield Redevelopment Authority approved the Vault Marquette Brownfield Plan at a regular meeting on June 17, 2021 and found that the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of preserving an historic building, significantly increasing the value of downtown property, job creation, increased private investment and economic development, and public infrastructure improvements; and

Whereas Act 381 requires the governing body to hold a public hearing on the Brownfield Plan and provide notice of the public hearing and notice to taxing jurisdictions in compliance with the requirements of Act 381; and

Whereas the Marquette City Commission desires to establish a public hearing for the Vault Marquette Brownfield Plan at their July 12, 2021 regular meeting;

Now, Therefore be it Resolved that the Marquette City Commission hereby establishes the public hearing for the Vault Marquette Brownfield Plan at the July 12, 2021 regular meeting, 6:00 p.m. in the City Commission Chambers, 300 W. Baraga Avenue, Marquette, with notice of the public hearing and notice to taxing jurisdictions in accordance with Act 381; and

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

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

Yes:_____

No:_____

Resolution duly adopted

_____
Jenna Smith, Mayor
City of Marquette

Certified to be a true copy, _____
Date

_____
Kyle Whitney, City Clerk

Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Superior Kayaking Company - Lease Agreement

BACKGROUND:

Superior Kayaking successfully operated a kayak tour service at Presque Isle Park for the last four years. The initial year was a trial. That trial proposal was reviewed by the Parks and Recreation Advisory Board, the Presque Isle Park Advisory Committee, and the Harbor Advisory Committee and continuing the agreement was recommended unanimously by all in 2017 when Superior Kayaking provided the City with the sole proposal in response to a published Request for Proposals to provide the service.

Superior Kayaking Company, LLC has requested that the City Commission renew their lease for parking and beach space at Presque Isle Park. The parking and section of beach is located near the Superior Watershed Partnership offices outlined in the attached map. It should be noted the parking spaces are not exclusive to Superior Kayaking. Staff has worked with the City Attorney and Superior Kayaking Company to draft a standard lease agreement which provides for the terms and conditions of the request. The monthly payment will be $147. The term of the lease is four months.

Staff intends to put this sole concessionaire out for proposals again in 2022.

FISCAL EFFECT:

The General Fund will receive $588 in 2021 with approval of the lease agreement.

RECOMMENDATION:

Move the lease agreement with Superior Kayaking Company, LLC for parking and beach space at Presque Isle Park for a period of four months at the rate of $147 per month, to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and B
- PIPAC Minutes
- Request For Proposals

- Superior Kayaking Proposal 2018

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of June 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **SUPERIOR KAYAKING COMPANY, LLC**, a Michigan limited liability company, with a mailing address of P.O. Box 495, Marquette, Michigan 49855, hereinafter "LESSEE".

Recitals

A. Lessor is the owner of the real property and beachfront located at 1 Peter White Dr. at Presque Isle Park in the City of Marquette.

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

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

1. Leased Premises

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

2. Term of Lease

This lease shall run from May 15, 2021 through September 15, 2021. 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 $147.00/month, based on 1,000 square feet of beach front and 600 square feet of parking space at $1.10/square foot for a total of $588.00 for the lease term, due by the May 20th each year this lease is in effect.

4. Use of Premises

4.1 Lessee shall use the Premises only for launching and retrieving kayaks and other non-motorized boats from the sandy beach area.

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, or if the designated parking area is full Lessee and its invitees may use any legal parking space adjacent to the Premises. 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.

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

8.6 Lessee at its sole expense shall follow the safety guidelines regarding water sport outfitters as set forth in Exhibit B.

9. Assignment/Subletting

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

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

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

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

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

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

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

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

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

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

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

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

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

CITY OF MARQUETTE

_____
Jennifer A. Smith, Mayor

_____
Kyle Whitney, City Clerk

SUPERIOR KAYAKING COMPANY, LLC

_____
By: Alexandra Jarvis
Its: Owner

Approved as to Substance:

_____
, City Manager

Approved as to Form:

_____
Suzanne C. Larsen, City Attorney

EXHIBIT A

Peter White Dr
OVERFLOW PARKING
WHEN NEEDED
LAUNCH AREA
ADJACENT AREAS MAY BE USED IF
THE SPACE IS NOT AVAILABLE
OR PREVIOUSLY OCCUPIED BY
THE PUBLIC
Peter White Dr
APPX. 25' x 50'
PARKING AREA
3 SPOTS– APPX. 30' x 20'

Exhibit B

General Equipment to be Provided

- Sea Kayaks (single or tandem) with front & rear floatation, declines, tow line attachment
- One spare paddle per four boats
- One paddle float and bilge pump per two boats

Equipment to be Carried by Guide

- VHF Radio with weather radio
- Spare clothing for 2-4 people in dry bag
- First Aid Kit
- Repair kit (may include duct tape, mini tool, etc)
- Spare water and food

Safety Equipment to be Provided by Outfitter

- USCG approved PFD
- Sprayskirt
- Whistle
- Paddle
- Dry bags
- Water proof container for emergency medications

Required Certifications

- CPR and First Aid
- Certification/Assessment as a kayak instructor and/or kayak trip leader at a level appropriate to paddling on Lake Superior such as ACA Coastal Kayaking or equivalent training.
    - Issued by a national organization such as the American Canoe Association, Paddle Canada, and/ or British Canoe Union.
    - Can be in training, having completed training and taking assessment within the year.

Operations

- Guide/leader will operate in conditions at or below level of training/certification/assessment.
- All activities are lead and accompanied by at least one guide per five kayaks with a maximum of ten kayaks per tour. Tours must have sufficient time in between groups to ease congestion of parking and patrons at Presque Isle Park.
- All equipment is to be routinely inspected, properly fitted, and in good working order.

City of Marquette
Presque Isle Park Advisory Committee
Board Minutes
Lakeview Arena

Meeting date: April 11, 2018

Call to Order: A regular meeting of the Presque Isle Park Advisory Committee was held in Marquette, Michigan. The meeting convened at 5:30 P.M. on 4/11/2018, Chair Samuel Crowley presiding; Phil Watts, Secretary.
Members of the Board in attendance were: Barbara Coleman, Samuel Crowley, Orville Dishno, Tara Gluski, Theresa Hamari, William Thompson, Phillip Watts. Excused – Maura Davenport, Natasha Koss, Joshua Morrison

Approval of Agenda and Minutes:

Minutes of the 3/21/2018 meeting of the PIPAC were approved as printed and distributed to the members of the board. Motion to approve by Barb, Second by Theresa. Motion Passed Approved by Consent

Announcements:

a. New member, Orville Dishno, was introduced.
b. Theresa announced that the Ad Hoc committee would meet Thursday.

Public Comment: None

Director's Report:

a. Park usage is still low as normal for this time of the year. The colder than average weather has kept most people away and this will prolong the road closure and spring cleanup/projects.
b. Reservations for facilities are picking up for the summer and we will get very busy as we enter graduation season.
c. Talks are ongoing with NMU. Barb will update us, but there are already NMU students reaching out for workshops, presentations, and resource requests for Leave No Trace education. Staff are looking to budget to become members of the Leave No Trace organization for additional resources to promote the principles in our operations and policies in our parks. Barb announced NMU students have produced LNT videos. There will be a presentation on April 20th at The Lodge facility on campus.
d. Staff are discussing execution of the Path to Blackrocks plan. Utilizing fence at the top of the hill may not be an option due to the rock, so staff are looking at other measures to create a barrier. Staff will be meeting with the Superior Watershed to discuss their assistance in the project relative to erosion prevention and planting of native plant species. Signage design was discussed and a layout for barrier boulders and signage will be brought to the next PIPAC meeting.
e. Only one bid for the Kayak Concessionaire was submitted. Superior Kayaking Company submitted an application for a 3-year agreement with them. This will be the same agreement from last year with the same stipulations that were recommended by PIPAC. Staff are looking for support from PIPAC via motion of approval (see New Business).
f. Discussion are still ongoing about operations for a Dark Sky Park at Presque Isle. The biggest hurdle is addressing security and enforcement of the hours and the gates. The City has limited resources, especially at that time frame. Further research and discussions took place this month. The main gate will be closed at 1:00 am during the period of June 1 – October 31 for Fridays and Saturdays. The road gate will remain open until the main gate closure. A motion of support was requested (see New

Business)

Old Business:

a. Strategic Planning Process – Policies impacting Presque Isle Park. Motion to approve by Barb, Second by Bill. Motion Passed.
b. Land use policy – A copy of Policy for Use Regulations for Presque Isle Park was provided in the Committee packet and reviewed.
    i. There was a question regarding section area I relative to dogs and the need for language regarding service animals.
c. Mobile Food Vending ordinance - Copy of the City ordinance for food vending (Chapter 35) was provided in the Committee packet. This language could be included under Rule 1 of the Use Regulations for Presque Isle Park. Discussion centered on potential for noise and other environmental pollution issues. Options include limiting vendors to specific locations or not allowing mobile vendors at Presque Isle. Andrew will explore the discussion points with his Director and report back to PIPAC.

New Business:

a. Motion to approve contract with Superior Kayak Company (see Director's Report, point e). Motion by Tara, Second by Barb. Motion passed.
b. Motion to support agreement of support for Dark Sky Park (see Director's Report point f). Motion by Theresa, second by Barb. Motion passed.
c. Membership – PIPAC still needs one new member.

Committee Member comments:

Orville asked about Park Patrol having enforcement power and this was affirmed by Andrew. Barb commented that PIPAC members could be available to help in additional ways. Theresa suggested discussion regarding limiting the size of vehicles at Presque Isle. Sam will miss the next three months of meetings and will talk to Josh about Chairing meetings.

Adjournment: May 9, 2018 and 5:30 pm at Lakeview Arena, were fixed as the time and place of the next regular meeting and the March 21, 2018 meeting was adjourned at 6:45 pm.

Respectfully Submitted by

_____ _____

Phillip B. Watts
Presque Isle Park Advisory Committee

Date of Approval

City of Marquette

REQUEST FOR PROPOSALS

RFP # 18-05
KAYAK CONCESSIONAIRE

3-12-18

Deadline and RFP Opening will be at 2:00 PM, March 29, 2018. Location of the opening will be at City Manager's Office Conference Room, 300 West Baraga Ave, Marquette, MI 49855. RFPs must be in sealed envelopes clearly identifying the RFP title. No fax or electronic RFPs will be accepted. Bid specs can be found on the City website at www.marquettemi.gov

Mail Proposals To:

City of Marquette
ATTN: Katie Burnette, Finance Department
300 W. Baraga Ave.
Marquette, MI 49855

The City of Marquette reserves the right to reject any and all bids if judged not to be in the best interest of the City.

L. M. Angeli

L. Michael Angeli
City Manager

For questions or further information, contact:

ANDREW MACIVER
ASST. DIRECTOR OF COMMUNITY SERVICES
CITY OF MARQUETTE
401 EAST FAIR AVE
MARQUETTE, MI 49855
906-225-8594
AMACIVER@MARQUETTEMI.GOV

KAYAK CONCESSIONAIRE

I. INVITATION

The City of Marquette, Community Services Department- Parks and Recreation Division ("City"), is pleased to offer an exciting opportunity for any individual or company to submit a proposal regarding the sole concessionaire operation at Presque Isle Park for a guided Kayak Outfitter.

Any individual or company interested in providing kayak outfitting services should prepare a proposal in compliance with the specifications described in this Request for Proposal ("RFP").

II. DESCRIPTION OF THE SITES

A small section of beach on Middle Bay at Presque Isle Park is available for a private entity to conduct guided kayak tours on Lake Superior. This site includes designated parking for a vehicle and trailer and a 1,000 square feet of beach front for a lay down and launch area for kayaks. These sites are not exclusive to the concessionaire and are open to the general public.

III. REQUIRED CONSIDERATIONS

The successful bidder will be notified of the award in writing and will be expected to properly and promptly execute a contract, which will include the following conditions:

a) To be leased in "as-is" condition without exclusive rights from the general public.
b) An award of a contract resulting in an agreement between the City and the Vendor shall be "exclusive" for paddle sport tours launched from Presque Isle Park.
c) Vendor shall be responsible for all costs relating to the operations, vessels, refuse from tours, or emergency services.
d) Vendor must meet the following requirements for operations as defined:

General Equipment to be Provided

- Sea Kayaks (single or tandem) with front & rear floatation, declines, tow line attachment
- One spare paddle per four boats
- One paddle float and bilge pump per two boats

Equipment to be Carried by Guide

- VHF Radio with weather radio
- Spare clothing for 2-4 people in dry bag
- First Aid Kit
- Repair kit (may include duct tape, mini tool, etc)

- Spare water and food

Safety Equipment to be Provided by Outfitter

- USCG approved PFD
- Sprayskirt
- Whistle
- Paddle
- Dry bags
- Water proof container for emergency medications

Required Certifications

- Emergency Integrated Lifesaving Lanyard Device (EMILY) training by Marquette Fire Department
- CPR and First Aid
- Certification/Assessment as a kayak instructor and/or kayak trip leader at a level appropriate to paddling on Lake Superior such as ACA Coastal Kayaking or equivalent training.
    - Issued by a national organization such as the American Canoe Association, Paddle Canada, and/ or British Canoe Union.

Operations

- Guide/leader will operate in conditions at or below level of training/certification/assessment.
- All activities are lead and accompanied by at least one guide per five kayaks with a maximum of ten kayaks per tour. Tours must have sufficient time in between groups to ease congestion of parking and patrons at Presque Isle Park.
- All equipment is to be routinely inspected, properly fitted, and in good working order.

e) Vendor shall indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and cost of defense) for or on account of injury to or death of persons, damage to or destruction of property belonging to the City occurring by reason of the negligent acts, errors or omissions of the Vendor, its employees, or agents in connection with the performance of this contract.

f) Without limiting any of its obligations and liabilities, Vendor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less

than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Vendor shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Vendor.

2. Coverage Term. All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. Primary Coverage. The Vendor's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Vendor's insurance and shall not contribute to it.

4. Claim Reporting. Vendor shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. Waiver. The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Vendor.

6. Deductible/Retention. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Vendor shall be solely responsible for deductible or self-insured retentions and the City may require the Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. Certificates of Insurance. Prior to commencing services under this Contract, Vendor shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full
force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail
of Cancellation or

Termination. B. Workers'

Compensation

The Vendor shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Vendor will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Vendor.

C. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than $1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

g) Operating season for services is approximately May 1 to October 1, but may be adjusted as determined by the vendor.
h) Vendor shall be responsible for obtaining all appropriate approvals, licenses and permits from the proper governmental agencies and for

paying all fees, or other charges imposed by such municipalities or governmental agencies.

i) Vendor shall propose compensation to be paid to the City monthly as consideration for the use of the premises rights and must cover all *UTILITY* costs to the City.
j) Vendor shall be responsible for the premises area with repairs and maintenance of the site while this Agreement is in effect.
k) Vendor shall abide by all current ordinances, including site advertisement and obtaining necessary permits.

IV. OBJECTIVE OF THE REQUEST FOR PROPOSAL

The objective of the RFP is to:

- Obtain concise and straight forward proposals towards the operations of a kayak concessionaire at Presque Isle Park

When submitting proposals, interested parties should keep in mind that the City's goal is to lease a site at Presque Isle Park to qualified individuals or companies for operations of guided kayak tours at **NO COST to the City.**

V. RECEIPT OF INFORMATION

Interested parties are invited to respond to this RFP by submitting a response to the City. In addition to the information requested below, please see section Ill, "Required Considerations" in formulating your response.

Responses should include ideas, information and recommendations that could result in a clarification of the requirements and the identification of potential problem areas with this initiative. Respondents are requested to provide a concise and focused response to this RFP. Responses are requested in the following format:

(a) Individual and or Company profile.
(b) Name of a key contact person, including telephone number, fax number and email address.
(c) Brief description of individual and or firm's interest, past experience and views on how the kayak concessionaire will best operate at Presque Isle Park.
(d) Ability to meet the standards and requirements as
(e) A minimum of three (3) references in the last three (3) years, including name of contact, company/agency name and telephone numbers.
(f) State the amount of investment you will require to begin operations and potential sources of funding.
(g) A list and explanation of additional equipment (if any) the proposer would be providing at these sites.

(h) An explanation of routine cleaning and preventive maintenance schedules intended to assure an attractive appearance for all equipment to meet County Health Department Codes
(i) Other information specific to the nature of this RFP and deemed important by the interested party.
(j) The City is interested in entering into a three (3) year lease agreement with the opportunity to extend based on mutual interest.
(k) Lease compensation should be based on current market square foot value of each facility or value proposed by vendor.

Responses will be accepted until 2:00 p.m. EST, on March 29, 2018. Proposals are to be in sealed envelopes, clearly identifying the proposal title, "Kayak Concessionaire at Presque Isle Park" and are to be addressed to:

City of Marquette
Katie Burnette, Finance Dept.
RFP- 18-05
Kayak Concessionaire at Presque Isle Park
300 W. Baraga
Marquette, MI 49855

Proposals will be publicly opened at the following place and time:

Date: March 29, 2018
Time: 2:00p.m. EST
Place: City Manager's Conference Room, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855

Transmissions by fax or email will not be accepted. The City of Marquette reserves the right to reject any and all proposals.

VI. QUESTIONS CONCERNING THE RFP

Please direct all comments and questions to Jon Swenson, Assistant Director of Community Services. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Andrew MacIver
Assistant Director of Community Services
401 E. Fair St. Marquette, MI 49855
Phone: (906) 225-8594
Fax: (906) 228-0493
Email: amaciver@marquttemi.gov

Superior Kayaking Company LLC
PO Box 495
Marquette, MI 49855

March 23, 2018

City of Marquette
Attn: Katie Burnett, Finance Department
300 W Baraga Ave
Marquette, MI 49855

To: City of Marquette

Enclosed, please find Superior Kayaking Company, LLC's response to **Request for Proposal #18-05 - "Kayak Concessionaire"** as published by the City of Marquette.

I was enthused to see the RFP and believe this proactive approach the City is taking is vital to preserve Presque Isle Park, promote tourism in the area, and establish guidelines for a vendor to safely guide tours from City property. I am confident and that our business model is the best suited to manage the responsibilities and opportunities which will arise for the winning bidder.

I am happy to speak with anyone should there be any questions on the information contained within the proposal. Thank you in advance for your consideration.

Regards,

Alexandra Jarvis
Co-Founder and Owner

Superior Kayaking Company, LLC

Response to City of Marquette RFP #18-05
Kayaking Concessionaire

March 23, 2018

IV. RECEIPT OF INFORMATION

(A) INDIVIDUAL AND OR COMPANY PROFILE.

Founded by Alexandra Jarvis and Anders Ahlberg in 2016, Superior Kayaking Company is a sea kayak guide service operating out of Marquette, MI. We currently conduct tours at Presque Isle Park in Marquette and Grand Island National Recreation Area in Munising.

Our mission is to provide guests with opportunities to safely explore the sights and features of Lake Superior. We believe the wilderness and city park alike are best enjoyed in smaller group sizes that allow for intimate settings and personalized attention.

(B) NAME OF A KEY CONTACT PERSON, INCLUDING TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS.

Name: Alexandra Jarvis
Phone: (517) 643-1550
Fax: (517) 374-6112
Email: superiorkayakingcompany@gmail.com

(C) BRIEF DESCRIPTION OF INDIVIDUAL AND OR FIRM'S INTEREST, PAST EXPERIENCE AND VIEWS ON HOW THE KAYAK CONCESSIONAIRE WILL BEST OPERATE AT PRESQUE ISLE PARK.

Sea kayaking is an enjoyable pastime that is specifically relevant to our community with abundant beaches and beautiful geologic landscapes. With the right approach, we believe that kayaking can be on par with other popular activities in Marquette such as biking, skiing, and sailing. Through various local businesses and associations, residents and visitors to our area have the opportunity to rent equipment or take lessons to participate in these sports. However, as of 2016, there was no provision for people who wanted to kayak in Marquette. Superior Kayaking Company fills that gap and expands the recreational choices for residents and visitors to include sea kayaking under the guidance of an industry professional.

From the outset, our goal has been to conduct a business in a way that is additive to the community, safe for clients, welcomed by residents of Marquette, and in compliance with the visions and ordinances set forth by our Department of Parks and Recreation.

This core value is best evidenced by our choice to seek input from the City and relevant stakeholders during the development of our business plan. These included the Department of Parks and Recreation; Harbor Advisory Committee; Presque Isle Park Advisory Committee; Parks and Recreation Advisory Board; local business owners; and kayaking hobbyists and experts. Though this method was neither the most expeditious nor profitable, we received valuable feedback which we used to inform our long-term business model. For example, it was feedback from multiple advisory committee members that led us to eliminate the option to rent kayaks from our operation at Presque Isle Park. After vetting, we mutually agreed that, due to safety, it was not within the best interest of the community to rent kayaks from City beaches.

A kayak concessionaire operating at the city park should take all reasonable measures to be minimally invasive to the natural landscape and to respect the views and use of space for non-kayakers. To this end, we previously proposed and are advocates of a maximum number of kayaks and business vehicles allowable. This RFP adequality captures our views on the minimum operating standards that should be in place for safe operation. Superior Kayaking Company's standard operating procedures are already in full compliance with the letter and the spirit of standards set forth in the City's request.

We do not believe that a kayak concessionaire at Presque Isle Park will be sustainable or capable of accomplishing the City's goals if it is singularly focused on commercial profitability. Additional factors such as safety, respect for the community's long-term interests, and the promotion of kayak sports in general must be given prominent consideration. Our owner-operator model of is particularly effective in terms of blending all of these objectives into a successful kayak operation at Presque Isle Park. Being owner-operators keeps us directly connected to all aspects of the kayak concession from daily operations and interactions with customers to working closely with the city with firsthand knowledge about how the concession is running. We are invested in the business, but we are equally invested in the City of Marquette.

Experience: Alexandra Jarvis has guided sea kayak tours on Lake Superior since 2012. Anders Ahlberg gained his trip leadership experience at a camp where he guided wilderness backpacking and canoe trips for young people and began guiding sea kayak tours in 2016.

(D) ABILITY TO MEET THE STANDARDS AND REQUIREMENTS

All requirements outlined in *RFP 18-05, Section III,* are reasonable and agreeable. Of particular note:

part (d) guiding requirements are and have always been minimum operating standards for Superior Kayaking Company.

Alexandra Jarvis and Anders Ahlberg hold CPR and First Aid certifications through the American Red Cross and are certified Level III Coastal Kayak Trip Leaders (CKTL) through the American Canoe Association (ACA). In addition, both Ms. Jarvis and Mr. Ahlberg have successfully performed self-rescue and assisted rescues in Level IV wave and wind conditions under the supervision of an ACA Instructor. While our own launch guidelines would prohibit our taking tours in such conditions, both guides are adequately trained to adapt to sudden changes in wind/wave conditions to ensure the safety of tour participants.

part (f) Superior Kayaking Company currently holds a liability insurance policy, on which the City of Marquette is an additional insured, from a company with A+ rating with A.M. Best Company.

(E) A MINIMUM OF THREE (3) REFERENCES IN THE LAST THREE (3) YEARS, INCLUDING NAME OF CONTACT, COMPANY/AGENCY NAME AND TELEPHONE NUMBERS.

Name: Sam Crowley
Company/Agency: Sea Kayak Specialists
Phone: (906) 250-4238

Name: Sarah Peurakoski
Company/Agency: Superior Alliance for Independent Living (SAIL)
Phone: (906) 228-5744 (work phone) (906) 251-8906 (cell phone)

Name: Dale Forrester
Company/Agency: Maple Dale Farm
Phone: (269) 625-6738

(F) State the amount of investment you will require to begin operations and potential sources of funding.

Superior Kayaking Company is an established, fully operational guide service. No investment or additional sources of funding—from public or private entity—is sought.

(G) A list and explanation of additional equipment (if any) the proposer would be providing at these sites.

Superior Kayaking Company will not require or provide any additional equipment on site. The mobile, low profile nature of the company is intentional to be minimally invasive to the natural landscapes and non-kayaking park users.

(H) An explanation of routine cleaning and preventive maintenance schedules intended to assure an attractive appearance for all equipment to meet County Health Department Codes

Kayaks and equipment are inspected after each use. The kayaks are again inspected before each trip while clients are being fitted into their boats. Rudder cables are specifically checked to ensure that no loosing of nuts or fraying has occurred which may cause the system to become disabled mid-trip. Bulk heads are regularly checked to ensure there are no water leaks between compartments. Guides carry tool kits to address any unexpected equipment malfunction on site.

The beach and parking areas are inspected before leaving each area the group stopped to ensure that no trash or other items from tour participants are left.

(I) Other information specific to the nature of this RFP and deemed important by the interested party.

1) The company has held a commercial use permit with the United States Forest Service since 2016 and remains in good standing with that agency.

2) As described in section C, Superior Kayaking Company created and presented a proposal to multiple city advisory boards in 2016 as it relates to kayaking at Presque Isle Park. Over the course of several months, the proposal was fine-tuned, and on April 27, 2017, a one-year lease agreement between the City of Marquette and Superior Kayaking Company was approved in a unanimous vote by city commissioners.

   The lease agreement, attached as Appendix A for reference, contained the same park use and safety requirements outlined in RFP 18-05. Superior Kayaking Company successfully carried out all terms of the contract, maintained a clean record with no customer complaints or safety incidents, and received ample positive feedback from our community. To our knowledge, there were zero reports of our operation negatively impacting another park user.

3) In summary, there are three distinct strengths to highlight when considering the merits of this bid.

- Our demonstrated commitment to operating a business within the best interest of the community, and in cooperation with local governing authorities.
- Prioritization of safety, as evidenced by our track record and prior completion of ACA certifications.
- Successful experience guiding tours at the location and under operating guidelines set forth within RFP 18-05

(J) THE CITY IS INTERESTED IN ENTERING INTO A THREE (3) YEAR LEASE AGREEMENT WITH THE OPPORTUNITY TO EXTEND BASED ON MUTUAL INTEREST.

Company is prepared to enter three year lease.

(K) LEASE COMPENSATION SHOULD BE BASED ON CURRENT MARKET SQUARE FOOT VALUE OF EACH FACILITY OR VALUE PROPOSED BY VENDOR.

Superior Kayaking Company agrees to make timely payments to the City for the current market square foot value of leased space.

Appendix A

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of April 2017, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **SUPERIOR KAYAKING COMPANY, LLC**, a Michigan limited liability company, with a mailing address of P.O. Box 495, Marquette, Michigan 49855, hereinafter "LESSEE".

Recitals

A. Lessor is the owner of the real property and beachfront located at 1 Peter White Dr. at Presque Isle Park in the City of Marquette.

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

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

1. Leased Premises

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

2. Term of Lease

This lease shall run from May 1, 2017 through October 1, 2017. 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 $147.00/month, based on 1,000 square feet of beach front and 600 square feet of parking space at $1.10/square foot for a total of $735.00 for the entire lease term. Monthly rental payments are due by the 5th of each month.

4. Use of Premises

4.1 Lessee shall use the Premises only for launching and retrieving kayaks and other non-motorized boats from the sandy beach area.

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.

8. Insurance and Indemnity

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

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

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

8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars ($300,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor 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.

8.6 Lessee at it's sole expense shall follow the safety guidelines regarding water sport outfitters as set forth in Exhibit B.

9. Assignment/Subletting

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

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

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

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

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

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

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

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

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

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

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

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

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

CITY OF MARQUETTE

David J. Campana, Mayor

for Kris M. Hazeres, City Clerk

SUPERIOR KAYAKING COMPANY, LLC

By: ALEXANDRIA JARVIS

Its: Co-Owner

Approved as to Substance:

L. Michael Angeli, City Manager

Approved as to Form:

Ronald D. Keefe, City Attorney

EXHIBIT A

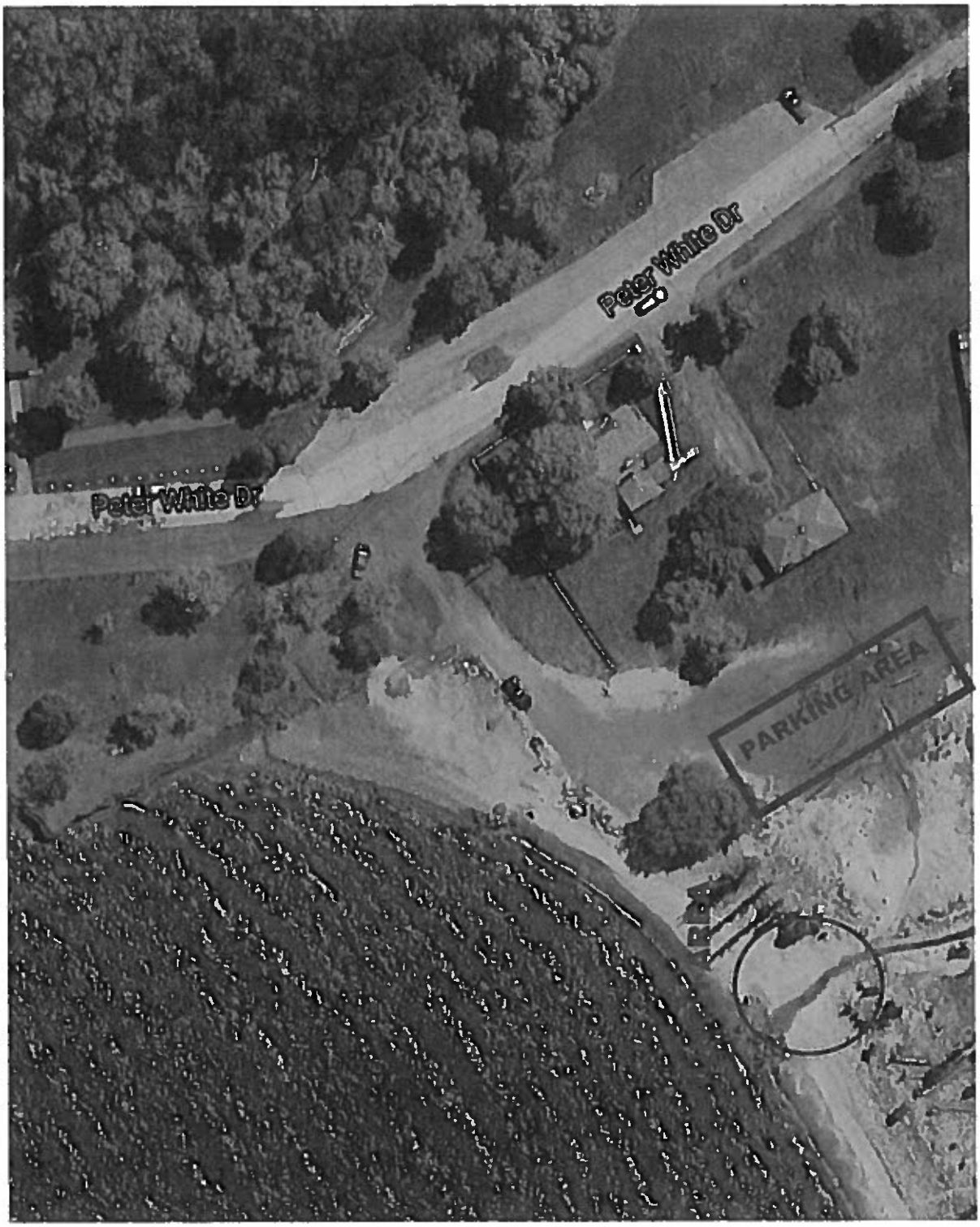


Exhibit B

General Equipment to be Provided

- Sea Kayaks (single or tandem) with front & rear floatation, declines, tow line attachment
- One spare paddle per four boats
- One paddle float and bilge pump per two boats

Equipment to be Carried by Guide

- VHF Radio with weather radio
- Spare clothing for 2-4 people in dry bag
- First Aid Kit
- Repair kit (may include duct tape, mini tool, etc)
- Spare water and food

Safety Equipment to be Provided by Outfitter

- USCG approved PFD
- Sprayskirt
- Whistle
- Paddle
- Dry bags
- Water proof container for emergency medications

Required Certifications

- CPR and First Aid
- Certification/Assessment as a kayak instructor and/or kayak trip leader at a level appropriate to paddling on Lake Superior such as ACA Coastal Kayaking or equivalent training.
    - Issued by a national organization such as the American Canoe Association, Paddle Canada, and/ or British Canoe Union.
    - Can be in training, having completed training and taking assessment within the year.

Operations

- Guide/leader will operate in conditions at or below level of training/certification/assessment.
- All activities are lead and accompanied by at least one guide per five kayaks with a maximum of ten kayaks per tour. Tours must have sufficient time in between groups to ease congestion of parking and patrons at Presque Isle Park.
- All equipment is to be routinely inspected, properly fitted, and in good working order.

ANOTT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/17

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	
		PHONE (A/C, No. Ext): 000-000-0000	FAX (A/C, No): 000-000-0000
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NEW HAMPSHIRE INSURANCE COMPAN	23841
INSURED	SUPERIOR KAYAKING COMPANY, LLC PO BOX 495 MARQUETTE, MI 49855	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1896255 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:			RPA3000897700	12:01AM 7/01/16	12:01AM 7/01/17	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence	300000
							MED EXP (Any one person)	NC
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	2000000
							PRODUCTS-COMP/OP AGG	2000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER-STATUTE OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

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

CERT HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED. COVERAGE DOES NOT EXTEND TO THE NEGLIGENCE OR ERRORS AND OMISSIONS OF THE ADD'L INSURED

CERTIFICATE HOLDER	CANCELLATION
CITY OF MARQUETTE 300 W BARAGE AVE MARQUETTE, MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Hurlbut

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Agenda Date: 6/28/2021

Consent Agenda - Roll Call Vote
Tree Planting Services

BACKGROUND:

The City solicited bids from six vendors for Tree Planting Services which consist of supplying and planting nursery stock on City rights-of-way and other City property locations. Bids were opened on February 3, 2021 and the following three bids were received.

A. Jacobson Landscaping	$16,745
Halonen Landscaping	$22,500
G&J Site Solutions, Inc.	$28,505

A. Jacobson Landscaping was the low bidder at $16,745. They have supplied and planted nursery stock for the City's last eight Tree Planting Services contracts and have performed said work to specifications. Fifty-two (52) trees will be planted in this project with a priority on addressing replacement of trees affected by the emerald ash borer as well as adjacent property owner requests at various residential locations.

FISCAL EFFECT:

A total of $17,000 is budgeted for contractual tree planting in the Major and Local Street Funds and the General Fund.

RECOMMENDATION:

Award the bid in an amount not-to-exceed $17,000 to A. Jacobson Landscaping of Gwinn, Michigan, for the unit prices quoted.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Bid Tab

2021 TREE PLANTING SERVICES

	Autumn Radiance Red Maple		Commemoration Sugar Maple		Crimson King Norway Maple		Accolade Elm		Greenspire Littleleaf Linden		American Hornbeam		Northern Red Oak		Royal Raindrops Crab		
	Bid Qty	7	Bid Qty	6	Bid Qty	6	Bid Qty	7	Bid Qty	6	Bid Qty	6	Bid Qty	7	Bid Qty	5	
	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	**GRAND TOTAL**
A. Jacobson Landscaping Gwinn, MI	$330.00	$2,310.00	$330.00	$1,980.00	$345.00	$2,070.00	$335.00	$2,345.00	$335.00	$2,010.00	$340.00	$2,040.00	$345.00	$2,415.00	$315.00	$1,575.00	**$16,745.00**
Halonen Landscaping	$450.00	$3,150.00	$450.00	$2,700.00	$450.00	$2,700.00	$450.00	$3,150.00	$450.00	$2,700.00	$450.00	$2,700.00	$450.00	$3,150.00	$450.00	$2,250.00	**$22,500.00**
G & J Site Solutions, Inc. Calumet, MI	$535.00	$3,745.00	$535.00	$3,210.00	$535.00	$3,210.00	$535.00	$3,745.00	$535.00	$3,210.00	$535.00	$3,210.00	$535.00	$3,745.00	$535.00	$2,675.00	**$26,750 plus $1,755 for water. Total $28,505**

Agenda Date: 6/28/2021

New Business
Ad-Hoc Housing Committee Report

BACKGROUND:

The City Commission previously received the initial report of findings from the Ad-Hoc Housing Committee (AHHC) on January 15, 2021 and held a work session to discuss the report on February 3, 2021. Since that time, the AHHC has completed their remaining meetings and has prepared and approved a final report.

The remaining discussions that occurred since the review of the initial report covered City department functions, low income housing, homelessness, the Marquette County Land Bank, modular homes, and local housing organizations.

FISCAL EFFECT:

None.

RECOMMENDATION:

Accept the final report of findings from the Ad-Hoc Housing Committee.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- AHHC Final Report

City of Marquette

Ad-Hoc Housing Committee

DRAFT Final Report of Findings

June 8, 2021

Acknowledgements

City of Marquette Ad-Hoc Housing Committee

Chair – Evan Bonsall

Vice Chair – Dennis Smith

Secretary – Jackie Stark

Antonio Adan

Robert Chapman

Mark Curran

Stephanie Jones

Wayne Premeau

City of Marquette Staff

City Department Heads

Sean Hobbins – Assistant City Manager

Sharon Maki – Marquette Housing Commission Executive Director

Dennis Stachewicz – Community Development Director

David Stensaas – City Planner/Zoning Administrator

Background Information Assistance

Central Upper Peninsula Planning and Development

David Allen – InnovaLab Development

Nick Emmendorfer – Room at the Inn

Jill Ferrari – Renovare Development

Anne Giroux – Marquette County Land Bank and Brownfield Redevelopment Authorities

Lori Hauswirth – Fmr. Director of Housing Rehabilitation Programs in the Western U.P.

Deanna Johnson – Habitat for Humanity

Jeff Korpi – Fmr. Director of NMU Housing

Phil Lamarch – Phil & Lee's Homes

Janna Lies – Habitat for Humanity

Sarah Lucas – Lake Superior Community Partnership

Maureen McFadden – Marquette Senior Center

Shannon Morgan – Renovare Development

Dan Parolek – Founding Principal, President – Opticos Design

Sarah Peurakoski – Superior Alliance for Independent Living

Ryan Redmond – Superior Housing Solutions

L.R. Swadley – Swadley Development, LLC

BACKGROUND

The Mayor of the City of Marquette requested that the City Commission create an Ad-Hoc Housing Committee to better understand the role of the City as it relates to housing affordability in the City of Marquette.

The City Commission reviewed the request at their January 13, 2020 meeting and established the Ad-Hoc Housing Committee for a period starting on January 28, 2020 through June 30, 2021. The Committee was charged with reviewing existing plans and programs, and preparing a report based on their findings. In addition, the authoring of this preliminary report was requested as part of the motion to establish the Committee.

The Committee members were selected through an application and recommendation process and confirmed by the City Commission at their February 1, 2020 meeting.

The Committee met during the months of March, August, September, October, November or 2020 (April – July meetings cancelled due to Covid-19), and February – June 2021. A brief schedule with discussion items follows:

- March 10, 2020 – Election of Officers, Approval of 2020 Meeting Schedule, Charge for the Committee, Housing History, and Timeline
- August 11, 2020 – Definition of Affordable Housing, Housing Data Discussion, and Timeline
- September 8, 2020 – Inventory and Vacancy Rates for Marquette Owner Occupied and Rental Properties and Vacant Property Available for Housing Development
- October 13, 2020 – Presentation on Marquette Land Development Code, Presentation on Grand Rapids Affordable Housing, Discussion on Zoning and Affordable Housing, and Presentation on findings of Marquette Missing Middle Housing Tour
- November 10, 2020 – Discussion on Zoning and Affordable Housing
- December 8, 2020 – Presentation on Missing Middle Housing, Presentation on Partnerships for Affordable Housing, and Presentation on Costs Associated with Housing Development
- January 12, 2021 – Review of Ad-Hoc Committee Initial Report

- February 9, 2021 – Discussion of Next Steps
- March 25, 2021 – Discussion with City Department Heads
- April 13, 2021 – Presentations on Low Income Housing and Homelessness
- May 11, 2021 – Presentation on the Marquette County Land Bank, Modular Homes, and Housing Organizations
- June 2, 2021 – Review the Draft Final Report to the City Commission
- June 8, 2021 – Review and Approved Final Report to the City Commission

For a more in depth record of the meetings, please see the attached Meeting Minutes (Attached as Appendix A).

KEY ISSUES DISCUSSED

What Does "Affordable Housing" Mean?

In August 2020, the Ad-Hoc Housing Committee unanimously approved the following definition of housing affordability:

"Housing is considered 'affordable' for a particular household if that household spends 30% or less of their gross household income on all housing expenses."

This is very similar to the housing affordability standards used by HUD, MSHDA, the Marquette Housing Commission, and housing experts. It is also important to note that this definition includes all housing expenses, not just monthly rent or mortgage payments.

The Committee also unanimously adopted the following definitions of "Low-Income Housing" and "Workforce Housing":

"Low-Income Housing is housing that is affordable for households earning less than 80% of the Area Median Income (AMI) in the City of Marquette, and Workforce Housing is housing that is affordable for households earning 80% to 120% of the AMI in the City of Marquette, according to the definition of housing affordability adopted by the Ad Hoc Housing Committee."

To help policymakers and the general public understand what these definitions mean in practical terms, the Committee has also identified affordable price ranges for both rental and owner-occupied housing in the Low-Income and Workforce categories. Monthly housing budgets are based on household incomes and the Committee's adopted definition of housing affordability. Affordable owner-occupied home purchase prices are based on family size and 30% of household income plus taxes and insurance, and were provided to the Committee by Sarah Lucas at the Committee's May 11, 2021 meeting. Affordable rental rates are based on HUD Fair Market Rents for Marquette County, as HUD only calculates Fair Market Rents at the county level. The Area Median Income for households in the City of Marquette is currently $43,977.

% of City of Marquette AMI*	Annual Household Income (dollars)	Monthly Housing Budget (30% Gross Monthly Household Income)
30%	$13,193	$330
60%	$26,386	$660
80%	$35,182	$880
100%	$43,977	$1,099
120%	$52,772	$1,319
150%	$65,966	$1,649

*AMI in the City of Marquette is $43,977 according to the U.S. Census Bureau's 2019 American Community Survey 5-Year Estimates.

Affordable Owner-Occupied Home Purchase Prices*				
% Marquette County AMI	2-Person Households		4-Person Households	
	Income	Home Price	Income	Home Price
30%	$16,560	$41,400	$20,700	$51,750
60%	$33,120	$82,800	$41,400	$103,500
80%	$44,160	$110,400	$55,200	$138,000
100%	$55,200	$138,00	$69,000	$172,500
120%	$66,240	$165,600	$82,800	$207,000
150%	$82,800	$207,000	$103,500	$258,750

*Based on Marquette County Area Median Income, family size, and 30% of household income plus taxes and insurance (approximately 2.5 times household income). Provided to the Committee by Sarah Lucas, local housing expert, CEO of the LSCP, founder of Housing North, and President of the Michigan Assn. of Planning (MAP).

FY 2021 Marquette County, MI Fair Market Rents*				
Efficiency/Studio	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
$542	$624	$822	$1,022	$1,371

*Provided by the U.S. Dept. of Housing and Urban Development (HUD).

Housing Costs and Trends

Stephanie Jones provided the Committee with a report on housing costs and trends from the Upper Peninsula Association of Realtors titled "NEIGHBORHOOD REPORT Marquette, Michigan."

The report (Attached as Appendix B) identified the following:

- The median home value in Marquette is $220K, which is higher than the County ($195K) or the State ($209K), but less than the United States ($253K)
- The 12 month price changes were positive, which indicates an increasing value.
- The median home age is 51 years old which is lower than the County (54 years). But much higher than State (38 years) and the United States (41 years).

- 48% of the housing stock is owner-occupied and that is significantly lower than the County (69%), State (71%), and the United States (64%). Conversely, this leads to a much higher inventory of rental housing (52%) when compared to the County (31%), State (29%) and the United States (36%).
- The median sales prices have fluctuated between $150K and $225K over the past five years with the lows appearing in January and highs in the summer months. There has been an overall upward trend in median sales prices during that time.
- The median sales volume directly correlates to the median sales prices.
- In recent years, the median listing price in Marquette has risen to around $225K and has hovered around this level since 2017 with the listing volume correlating to the January lows and summer highs.

Committee discussion on the report led to the takeaway that the owner-occupied housing price range is very wide, and the median sale price of single-family homes has settled closer to the higher end of this range (approximately $225K) in recent years. The vacancy rate for owner-occupied homes is fairly low in the City of Marquette, at 1.9% - as noted above, there is a clear correlation between median sales price and median sales volume.

Housing affordability is also a concern for many current homeowners in the City of Marquette – median monthly housing expenses for homeowners with a mortgage were $1,298 in 2019 (versus $501 for those without a mortgage). One in five (20.9%) homeowners with a mortgage in the City currently spend more than 30% of their household income on housing. Unsurprisingly, City of Marquette homeowners without a mortgage were only half as likely to be similarly "cost-burdened."

The Committee also noted there are a significant number of rentals in the City of Marquette, with 51.6% of City residents renting rather than owning their homes, and an unknown number of renters are seeking to buy a home. Rising housing costs are also a significant challenge for renters, with median monthly rent in the City rising from $655 to $795 (a 21.4% increase) from 2015-2019, and 54.2% of City of Marquette renters spending more than 30% of their household income on rent. As with median sale prices for owner-occupied homes, median rents seem to be correlated with the volume of available units on the market, with the rental vacancy rate in the City of Marquette falling from 5.9% in 2015 to 3.6% in 2019.

Marquette County Housing Assessment (CUPPAD)

The Committee reviewed and discussed the Housing Market Assessment for Marquette County produced by the Central Upper Peninsula Planning and Development Agency (December 2020).

The report (Attached as Appendix C) identified the following:

- Trends indicate a hot housing market.
- Home prices are increasing more quickly than incomes.
- A housing affordability challenge persists for renters.

- One third of all households are headed by someone of retirement age in Marquette County.
- There is a high demand for a mix of housing formats.
- A large proportion of homes are older and in need of upgrades.
- Current zoning may be limiting new development opportunities and impacting affordability in the County (City zoning discussion later in this report).
- Opportunities exist to link new developments in conjunction with transit.
- The stock of rental units is notably low and in high demand within portions of the County (outside of Marquette).
- Single family households headed by women earn the least across all family types.

Marquette County Master Plan Survey Data

Chairperson Bonsall presented data from the survey associated with the Marquette County Master Plan project (See Appendix D).

Several Committee members commented on the data during discussion, with some noting that it appears people have expectations of getting a new home for little money with a lack of interest in starter homes. The Committee discussed the thought that, if current trends continue, most people will not be able to buy their first home in Marquette because most affordable homes are located outside of the City limits. However, moving outside of the City comes with added transportation costs. Other concerns noted were that the percentage of residents aged 25-34 who own a home (8.9%) is significantly lower than the national average from 2017 (34%).

National and State Programs

When reviewing National and State programs through HUD and MSHDA, it was noted that most policies are directed towards low-income families.

Marquette Housing Commission Director Sharon Maki and Housing Commission Member Jackie Stark discussed the use of programs by the Marquette Housing Commission (MHC). They also discussed the vacancy rates for the housing managed by the MHC and identified that their units are full and in high demand for a number of reasons.

National Trends

The Committee discussed and concurred that many of the national trends of increasing material costs, regulatory costs, and labor shortage are also influencing the local housing market.

The Committee members who have a background in housing development noted the great impacts caused by layers of government bureaucracy. As well, the Committee received a presentation by local developer L.R. Swadley. Mr. Swadley stated material costs are skyrocketing, and those costs are beyond local control. He advised that each home constructed requires 15 subcontractors and a new single-family home would cost about $400K before any land costs. He reiterated to the committee that skilled labor is a challenge. He also clarified that the permitting

cost is not so much the actual permit fee, but rather the level of detail required with the plans to be submitted.

Short-Term Rentals & Housing Affordability

The Committee held discussion on the relationship between short-term rentals and housing prices. The Committee felt that this was a double-edged challenge. Short-term rentals take up rental housing stock and can contribute to housing shortages and increased rents. However, short-term rentals on owner-occupied residential properties (a.k.a., "homestays") could permit more people to purchase a home and use the rental income towards their housing costs. The City of Marquette has issued 250 Short-Term Rental permits, which is the limit per City Code, and also maintains a lengthy waiting list. A very small fraction of these are homestays. There is pending State Legislation that would strip municipalities of the ability to regulate Short-Term Rentals and the City should be prepared to respond should the legislation become law.

Other Community Models

The Committee received a presentation from David Allen – a housing expert and developer, Mr. Allen had previously served as a member of the Grand Rapids City Commission and the Grand Rapids Housing Advisory Committee. He advised Grand Rapids amended their zoning code to allow "zero-lot-line" development (i.e., rowhouses) and allow ADUs, duplexes, and some multi-family residential as "by-right" land uses in all residential zones – this has led to the creation of many new "Missing Middle" housing units in Grand Rapids in the past 2-3 years. He also advised that, given that the City of Marquette owns a considerable amount of property, we should consider making City-owned land available specifically for affordable/Missing Middle housing development, and using Brownfield Plans and TIF as a form of subsidy to attain affordability in new housing projects. Finally, Mr. Allen advised that new advancements in modular housing have made it possible to develop high-quality single-family homes at affordable prices that would be unattainable through traditional stick-built construction.

The Committee also received a presentation from Dan Parolek, who was the creator of the term "Missing Middle Housing" and has championed many projects to address the creation of housing that is targeted for middle income families. His presentation provided the following items worth noting:

- "Missing Middle Housing" falls between single family lots and urban high density, and is defined as "a range of house-scale buildings with multiple units – compatible in scale and form with detached single-family homes – located in a walkable neighborhood."

- Communities should stop using the term density because it scares people.
- The preferred style is a fourplex.
- The ideal place for development of these units are neighborhoods adjacent to Downtown as those are transition areas.
- Parking requirements imposed are a hindrance to development.

The Committee held discussion with Dan and asked several questions. The summary of those questions and answers are available in the meeting minutes.

The Committee received a presentation from Shannon Morgan and Jill Ferrari of Renovare Development regarding their project in Munising and the application of creative financing and community subsidization. Ms. Morgan and Ms. Ferrari provided information on two topics that are particularly relevant to Marquette. First, they recommended that the City use Brownfield TIF as a form of subsidy to attain affordability in future housing projects, as this has been done successfully in many other communities in Michigan and nationwide.

Second, Ms. Morgan and Ms. Ferrari shared techniques for redeveloping blighted "problem properties" like the old Marquette General Hospital property in central Marquette. Based on their extensive experience redeveloping similar properties in Michigan, they recommended using Brownfield TIF, 4% Low-Income Housing Tax Credit, MSHDA 9% tax credit, New Market Tax Credits, and other federal, state, and local incentives to attain affordability. They also mentioned that the County Land Bank could serve as a pass-through to access certain tax credits and incentives at the old hospital property, as land banks have served a similar function in other redevelopment projects in Michigan. Finally, they cited the following projects as examples of what could be done at the old hospital property in Marquette:

Mason Run (Monroe, MI): A large, abandoned hospital campus very similar to the one in Marquette which was redeveloped into 250 Missing Middle homes, with write-ins guaranteeing future affordability for low- and middle-income residents. This was a Renovare Development project.

Grand Traverse Commons (Traverse City, MI): An old psychiatric hospital which has been gradually redeveloped into a mixed-use development including 62 market-rate condos, 68 low-income rental units, and dozens of retail stores, offices, and restaurants. Currently, 91 affordable

senior housing units are being built on the old hospital campus. This ongoing, long-term redevelopment project has utilized Brownfield TIF, Low-Income Housing Tax Credits, and Historic Tax Credits. Over 500,000 square feet of the old hospital remain to be redeveloped in the coming years.

Read more here: http://gtchd.org/444/Grand-Traverse-Commons.

Munising Marketplace (Munising, MI): A mixed-use development currently being undertaken by Renovare Development on the site of the old fire hall and DPW garage in Munising. It will consist of a 3-story building with thousands of square feet of new commercial and office space on the ground floor and 38 upper-level rental housing units, with 35% of these units being affordable for households earning less than 80% of the Area Median Income (AMI).

City Policies and Codes

The Committee reviewed the Community Master Plan and Land Development Code.

Community Master Plan

Director Stachewicz presented information to the Committee on the sections of the Community Master Plan (CMP) that directly discussed or addressed housing affordability. It was noted that the CMP is the basis for implementation of projects as it has been vetted by the entire community and some of the strategies discussed are being implemented by Administrative Staff through the Land Development Code.

Land Development Code

City Planner and Zoning Administrator David Stensaas gave a presentation to the Committee on the sections of the Land Development Code (LDC) that were drafted to directly address housing affordability, these included:

- Lot sizes
- Mixed-Use Zoning Districts
- Accessory Dwelling Units (ADUs)
- Parking

Subsequent discussion by the Committee at the next meeting yielded robust discussion with the Committee focus on ADUs, allowing more Multi-family housing across the City in the form of duplexes and ADUs, tackling on-street parking challenges, as well as stormwater and permitting challenges.

Marquette Brownfield Redevelopment Authority

The Committee recognized that the MBRA recently incorporated "Affordable and Workforce Housing" as a component of their Project Priority Policy, and considers housing affordability when reviewing potential Brownfield projects,

City Surplus Property

The Committee reviewed the Municipal Property Inventory which identifies property that has been identified as surplus and is available for sale and development. There are currently two properties identified which would support residential development (Wright Street and North McClellan). The Committee noted that the Board of Light and Power (BLP) owns large tracts of undeveloped land that is not currently being used for recreation purposes, however this has not been discussed with the BLP as of the writing of this report.

Homelessness and Permanent Supportive Housing

The Committee received presentations (Appendix F) from Nick Emmendorfer of Room at the Inn (RATI) and Ryan Redmond of Superior Housing Solutions. RATI recently completed the renovation of their Warming Center in downtown Marquette to provide 24/7, year-round shelter to up to 30-35 guests. This will assist individuals experiencing homelessness in obtaining long-term housing, and will also have other positive social impacts – for instance, since the opening of the renovated RATI Warming Center, police contacts with homeless individuals have decreased from 40 per month to 8 per month in the City of Marquette. Superior Housing Solutions currently operates a Permanent Supportive Housing facility on Fisher Street.

Mr. Emmendorfer shared numerous statistics about homelessness in Marquette with the Committee. In 2020, RATI had 122 unduplicated guests at the Warming Center, with an average of 25-30 guests per night (near capacity) and an average length of stay of less than one month. Most RATI Warming Center guests are not "chronically homeless" individuals experiencing long-term homelessness, but were instead experiencing "housing crises" which involved a brief stay at the Warming Center before being rehoused. In contrast, RATI estimated the City of Marquette's "chronically homeless" population to be 34 individuals in 2018.

Mr. Emmendorfer also noted that there is a significant shortage of "rapid re-housing" (RRH) units in the City of Marquette – i.e., housing that can be obtained quickly and is affordable for individuals with a standard MSHDA voucher of $650/month. This is particularly concerning given the fact that the number of individuals experiencing housing crises in Marquette and Alger Counties rose nearly 70% from 2014 to 2017 alone. The COVID-19 pandemic has accelerated this trend, with the number of evictions in Marquette and Alger Counties rising from approximately 38 evictions in September 2020 to 111 evictions in February 2021, and the number of households seeking RRH units increasing from 47 to 156 over the same time period. Mr. Emmendorfer stated that current data indicates a need for 183 additional RRH units in the U.P.

Mr. Emmendorfer and Mr. Redmond also both stated that there is a major shortage of "Permanent Supportive Housing" in the City of Marquette. Permanent Supportive Housing combines affordability, low barriers to entry, health care, and intensive supportive services for individuals who are unable to maintain housing stability without long-term support. Mr. Emmendorfer and Mr. Redmond shared that there is an estimated need for 73 Permanent Supportive Housing units in the U.P., but only 10-20 such units currently exist.

The City's Land Development Code does not currently include Permanent Supportive Housing as a permissible land use. This creates problems with non-conforming pre-existing land uses and limits the development of adequate Permanent Supportive Housing in the City. Especially given that additional federal funding is now available for the development of Permanent Supportive Housing in response to the COVID-19 pandemic, the City should consider amending the LDC to allow Permanent Supportive Housing in appropriate areas of the City, and supporting organizations like Superior Housing Solutions and RATI in providing adequate Permanent Supportive Housing in Marquette.

Low-Income Housing

The Committee received a presentation by Jackie Stark and Sharon Maki, who represent the Marquette Housing Commission (MHC) on the Ad Hoc Housing Committee. They shared that the MHC currently provides 257 public housing units in the City of Marquette – 140 apartments at Pine Ridge and 117 townhomes at Lake Superior Village. The MHC also provides 50 Section 8 Housing Choice Vouchers, which provide rental assistance for low-income household living in privately-owned housing in Marquette County.

However, as of April 2021 there were 107 people on the waitlist at Pine Ridge, with estimated wait times of 6-12 months for well-qualified applicants. The waitlist is currently shorter at Lake Superior Village, but the Housing Choice Voucher waitlist is currently many years long, as the number of vouchers allocated to the MHC is far too low to meet demand. This seems to indicate a significant shortage of Low-Income Housing in Marquette. Ms. Maki stated that it would be possible for the MHC to allocate some Housing Choice Vouchers specifically for Permanent Supportive Housing and rapid re-housing in the future to help address the homelessness challenges identified above. She also said that the City could play an active role in advocating for more vouchers to be allocated to the Marquette area.

Low-Income Housing Tax Credits (LIHTC) provide an opportunity for private development of Low-Income Housing. The LIHTC program is a federal tax credit program that is administered by MSHDA, with tax credits awarded by application, with additional consideration given to LIHTC developments that meet certain requirements, such as being located near a downtown area. LIHTC developments require a Payment In Lieu of Taxes (PILT) agreement with local municipalities, and also often take advantage of other funding opportunities such as state grants or loans and various forms of Tax Increment Financing (TIF).

A recent example of a LIHTC development in the City of Marquette is Grandview Marquette, in which the old orphanage in Marquette was redeveloped into 56 affordable rental units in 2016, with monthly rent ranging from $275 to $800 depending on the size and income qualifications for each unit. This is a good model for potential future LIHTC development in Marquette.

Finally, it is also important to note that in recent years the City of Marquette has seen a significant increase in rents at some private rental properties which were previously affordable for low-income individuals using Section 8 vouchers. The Committee is concerned that this may be the beginning of a long-term trend that could have serious negative consequences on low-income households in Marquette. While the City's ability to address this problem is limited, the Committee encourages the City Commission to facilitate opportunities for additional missing middle and low income housing when possible to provide more affordable options.

Other Local Units of Government

The Committee received a presentation by Anne Giroux regarding the role of the County Land Bank and Brownfield Redevelopment Authorities. She presented the concept of a multi-jurisdictional Brownfield Plan, which could be used to develop affordable single-family homes in the workforce housing price range at multiple sites in multiple municipalities throughout Marquette County. This would require a partnership between the County Land Bank Authority, local municipalities, the County and City Brownfield Redevelopment Authorities, and potentially private developers. This would not require any direct subsidies from municipalities, as Brownfield Tax Increment Financing (TIF) (i.e., the marginal increase in tax revenue from the developments themselves, which are then captured by Brownfield Redevelopment Authorities) could be used to provide gap financing to attain affordable price points. The same technique of using Brownfield TIF for gap financing can also be used by individual municipalities in partnership with a Brownfield Redevelopment Authority and a developer.

The American Rescue Plan (ARP) funds which were recently approved by the federal government also provide a unique opportunity for affordable housing development, as affordable housing is a permissible use of ARP funds. The City could potentially partner with the County of Marquette or other local units of government and/or private developers to use ARP funding for affordable housing development – the City of Marquette recently received $2.07 million in ARP funding, and the County of Marquette alone received $12.94 million. ARP funds also do not need to be spent until the end of 2024, providing ample time for public engagement, planning, and development. Nonprofit organizations can also potentially use ARP money for affordable housing development, but they must partner with municipal or county governments to do so.

Modular Housing Options

The Committee received a presentation from Anne Giroux of the Marquette County Land Bank Authority and Phil Lamarch of Phil & Lee's Homes in Escanaba, and the one of the major topics of this presentation was modular housing. Modular homes offer a unique opportunity to address one of the greatest housing challenges in the City of Marquette – producing more affordable, high-quality single-family homes in an efficient, profitable, and scalable manner.

Modular homes are built in an indoor setting to the same State of Michigan building codes as traditional stick-built homes. They are then transported to the construction site in one or two pieces and placed on a foundation, with finishing work completed on-site. Modern modular housing construction techniques offer no difference in quality between modular and stick-built homes, and modular homes finance and appreciate in the same manner as stick-built homes. Phil Lamarch advised that modular homes can be built within 60 days from start-to-finish at a cost of $110-$125 per square foot, not including site work but including on-site installation and finishing.

Modular construction techniques can also be used to build affordable rental housing. It is also important to note that modular homes are NOT the same as manufactured or "trailer" homes, which are generally lower-quality, are not built to the same codes as stick-built and modular homes, and do not appreciate in value over time.

As part of the new MSHDA MOD pilot program, the Marquette County Land Bank recently built a modular home in Ishpeming for households earning less than 120% AMI. The house is approximately 1,000 square feet and features 3 bedrooms, 1 bathroom, and a full basement, as well as a pre-existing garage. Total development cost was approximately $195K, and although the home was subsidized by the Land Bank to bring the list price down to $179,900 to suit the Ishpeming housing market, the same house could be developed and sold at cost or even for a small profit in the City of Marquette and still be well below market-rate and within the workforce housing price range. The sale price could also have been significantly reduced if the home was built on a crawl space rather than a full basement.

In addition to the construction of individual single-family homes on standard residential lots, modular housing is also suitable for more creative forms of affordable single-family residential development. "Cottage court" developments are one way in which modular housing can be developed in a creative manner that promotes efficient use of limited developable land without altering the character of existing neighborhoods. However, cottage courts are not currently specifically permitted by the City's Land Development Code. For more information about cottage court developments, please visit: https://missingmiddlehousing.com/types/cottage-court.

Long-Term Affordability and Community-Based Housing Organizations

Ensuring that affordable housing remains affordable in the long term is an important challenge that will require creative solutions. Sarah Lucas discussed proven strategies (Appendix G) for ensuring long-term housing affordability through community-based housing organizations. Community land trusts (CLTs) are one such strategy. A CLT is a nonprofit organization that acquires land specifically for affordable housing development (usually through donations of land from public or private owners or by purchasing land using private donations or public subsidies), and then retains ownership of that land to ensure long-term affordability. Owner-occupied homes located on CLT land can be sold at affordable prices to low-to-moderate income households, but the land on which the homes are built continues to be owned by the CLT, with the CLT generally providing a long-term ground lease to the homeowners. CLTs are then able to limit the resale price of the home based on a formula. Low-to-moderate income rental units are also often located on CLT land, with the CLT ensuring that rents remain affordable in the long term.

Sarah Lucas also mentioned deed restrictions as a simpler alternative to CLTs which also guarantee long-term affordability while making it easier for homeowners to build wealth, which is one of the primary benefits of homeownership. When affordable homes are built, the deeds to the homes may contain restrictions which limit how much the home can be resold for within a certain number of years of purchase. Deed restrictions are a long-term affordability strategy used by many nonprofit and public housing developers and programs in Michigan and the rest of the country.

Other community-based housing organizations provide different solutions to the problem of long-term affordability. For instance, Habitat for Humanity advised the Committee that they add a “silent” second mortgage to the affordable homes that they build. This silent second mortgage can last anywhere from 10 years to the duration of the primary mortgage (usually 30 years), and is paid off over time in the same manner as the primary mortgage. However, the full remaining balance on the silent second mortgage becomes due if the home is resold before the primary mortgage is paid off, essentially preventing Habitat homes from being quickly resold at a much higher price than they were originally purchased for.

Senior Housing Needs

The housing needs of seniors are similar in some respects to those of younger City residents, but Marquette seniors do have unique needs that need to be specifically addressed. 1 in 7 (14.8%) City of Marquette residents are age 65 or older, and Marquette’s senior population will continue to increase in the future. Many older homeowners (often individuals or couples with no children in their household) will be looking to downsize into smaller, lower-maintenance homes in the coming years, including both smaller owner-occupied homes and rentals.

However, the housing needs of many Marquette seniors are not currently being met. The Committee was informed by the Superior Alliance for Independent Living (SAIL) and the Marquette Senior Center that affordable housing that is accessible for seniors and people with disabilities is scarce in the City of Marquette. Other barriers to housing seniors include credit and good rental history requirements, the exclusion of seniors with criminal records, complex application processes, a shortage of MSHDA Housing Choice Vouchers, and the fact that many rental units in the City of Marquette do not accept Housing Choice Vouchers.

It is also important to note that 35.4% of seniors age 65 and over have a disability. This requires a simultaneous focus on both affordability and accessibility when discussing senior housing needs. As SAIL advised in their letter to the Committee, "… many single-family homes are not built to accommodate the probability that at least one disabled person will live in the home during the next 50 years … Including accessible features from the beginning creates a greater supply of accessible homes for a growing market and reduces the need for residents to spend large sums of money on modifications in the future."

Maureen McFadden, the director of the Senior Center, shared with the Committee that the Senior Center frequently hears from seniors in the City of Marquette who are seeking income-based or barrier-free housing, or are seeking to continue living in their home independently. Seniors who are seeking income-based or barrier-free housing in the City of Marquette are almost always placed on a waiting list due to a lack of availability of these units, indicating a need for more affordable, accessible senior housing in Marquette.

To help more local seniors to remain in their homes, the Marquette Senior Center is working on restarting their Home Injury Control Program (HICP), which will allow Senior Center staff to assess accessibility needs and assist them in meeting these needs, with a limit of $200 per client per need and excluding ramps. The HICP will also have the added benefit of gradually making more of Marquette's housing stock accessible for future occupants as well. The Senior Center already connects Marquette area seniors with other existing programs that can assist them in meeting their home accessibility needs.

Taking action to allow the development of more Missing Middle Housing in Marquette will also be critical for seniors. In fact, the AARP has been one of the most vocal advocates for local zoning reform to allow more Missing Middle Housing to exist in communities with housing affordability challenges. Missing Middle Housing is generally more modest in size and cost than traditional, large single-family homes, but it is also generally located in walkable neighborhoods in close proximity to downtown areas. If Missing Middle Housing can also be physically accessible, it can meet the needs of seniors on limited incomes who are looking to downsize, and who want to live within easy walking distance of important services and amenities as they age in place. Missing Middle Housing also has the added benefit of flexibility – if housing is affordable, walkable, and accessible for seniors, it will also be affordable, walkable, and accessible for other City residents.

Marquette also needs more affordable housing specifically for seniors. An excellent local example of how to address this need is the recent Jasperlite Senior Housing development in Ishpeming. Built on the 6-acre site of the former Bell Memorial Hospital, Jasperlite is a low-to-moderate-income senior housing facility which opened in February 2021, and it contains 36 affordable units which are available to those age 55 and over who earn as little as 30% AMI, with monthly rents ranging from $304 to $795. The three-story building is highly accessible and is located next to Ishpeming's downtown district. Jasperlite was developed by a private developer using Low-Income Housing Tax Credits (LIHTC) – other partners who supported the development included the City of Ishpeming, the Marquette County Brownfield Redevelopment Authority, and MDEGLE, who provided a $205,626 state Brownfield redevelopment grant to support the project.

Student Housing Needs

Northern Michigan University attracts thousands of residents to Marquette, is the second-largest employer in the City limits, and is a vital source of talent and community assets. However, the presence of thousands of NMU students and employees in the City of Marquette also presents unique housing needs and opportunities. Many students struggle to find affordable rental housing in the City of Marquette. Those students who do find affordable options often find themselves living in substandard housing, with living conditions sometimes reaching levels that are dangerous or harmful to human health. And many students are seeking off-campus housing and housing that offers privacy and certain amenities. The thousands of students who seek off-campus housing each year also impose a great deal of pressure on Marquette's housing market, driving up rents and decreasing rental housing availability for both students and non-students.

Jeff Korpi, a student housing development expert and former NMU housing director, was interviewed by Chairperson Bonsall and Vice Chairperson Smith. He advised the Committee that affordable student housing is a major unmet need in the City of Marquette, and that NMU owns a large amount of land and can leverage public-private partnerships to build more affordably than the private sector to help meet this need. NMU or a third party can lease land to a private developer, reducing development costs and allowing long-term rent caps to be built into lease agreements. In many cases, the developer is able to not only build the student housing but also operate it, with NMU providing oversight and taking a share of the revenue from the property. Mr. Korpi advised that Marquette could be an attractive market for this kind of student housing development.

Mr. Korpi also advised that, aside from larger student housing developments, permitting and encouraging incremental development of Missing Middle Housing, such as ADUs, cottage courts, duplexes, and smaller modular homes will be critical to providing adequate student housing in the City of Marquette. He also cautioned that in other university towns, houses that have been converted into multi-family Missing Middle Housing structures are often being converted back

into single-family dwellings – this reduces the supply of student housing without necessarily increasing the supply of affordable housing for non-students, as these reconverted homes are generally large and quite expensive because they were previously large enough to house 4-8 student renters. Mr. Korpi expressed concern that this may begin happening in Marquette in the near future. If students are unable to find decent, affordable housing, they may choose to go to school elsewhere, which will negatively impact NMU and the community at large.

The City should work with NMU and other relevant stakeholders to encourage the development of additional affordable off-campus student housing. This would provide greater access to quality affordable housing for students who wish to live off-campus, while also easing pressure on the local rental market and reducing the impacts of off-campus student housing on residential neighborhoods. Jeff Korpi also advised that workforce housing intended specifically for NMU employees who might otherwise struggle to afford housing in the City of Marquette could also be developed alongside off-campus student housing – this is a model that has been successful in other university communities. The City should also conduct a thorough analysis of the efficacy of the Land Development Code, Rental Fire Safety Code, and City code enforcement practices, and consider updating these policies to help improve the quality of rental housing in Marquette. Finally, taking steps to encourage the development of more Missing Middle Housing in Marquette will not only benefit students, but also other City residents (young professionals, young couples and families, seniors, etc.) who are seeking decent affordable housing.

Sustainability and Smart Growth

The Community Master Plan promotes the implementation of Smart Growth practices. Smart Growth is an approach to development that encourages a mix of building types and uses, diverse housing and transportation options, development within existing neighborhoods, and community engagement. The 10 principles below are considered the foundation of a Smart Growth approach:

1. Mix land uses
2. Take advantage of compact design
3. Create a range of housing opportunities and choices
4. Create walkable neighborhoods
5. Foster distinctive, attractive communities with a strong sense of place
6. Preserve open space, farmland, natural beauty, and critical environmental areas
7. Direct development towards existing communities
8. Provide a variety of transportation choices
9. Make development decisions predictable, fair, and cost effective
10. Encourage community and stakeholder collaboration in development decisions

Each principle is designed to help communities strive for a sustainable future and the Committee encourages the City to strive to meet them.

Public transit is a means to reduce emissions and off-street parking needs. A robust public transit system would address the challenges to parking for rental property and also permit more compact development.

In addition to the Smart Growth principles, the Committee also encourages use of sustainable building materials, as well as promoting energy-efficient design and appliances in new housing development, and continuing to encourage the deployment of distributed renewable energy through zoning and permitting policies, partnerships with the MBLP, and advocacy for state-level policy changes. This will allow residents to reduce energy costs, which are a significant portion of overall housing expenses.

North Marquette Opportunity Zone

Established in the 2017 U.S. Tax Cuts and Jobs Act, Opportunity Zones offer incentives for patient (long-term) capital investments all over the nation in low-income communities in which investment has been sparse and growth of businesses has been minimal. There are three types of tax incentives that relate to the treatment of capital gains. Each of the incentives are connected to the longevity of an investor's stake in a qualified Opportunity Fund, for 10 years or more. Opportunity funds can be used to create new businesses, new commercial or residential real estate, or infrastructure. Opportunity Funds can be used to invest in existing businesses if it doubles the investment basis over 30 months.

Approximately 2,500 acres of developed or vacant land lie within an Opportunity Zone on the north side of Marquette. Much of the vacant land is under the ownership and control of the Marquette Board of Light and Power. The largest tract of City-owned land is the former Cliffs Dow Site, for which a sale is currently being negotiated for a proposed residential and mixed-use project. The Committee recommends the City continue to support private sector efforts to create housing opportunities and capture the Opportunity Zone Tax Credits. The Committee also recommends the Marquette Board of Light and Power consider making surplus BLP property within the Opportunity Zone that is not currently being used for recreational purposes available for similar opportunities.

Redevelopment Ready Community Certification and Other State Partnerships

The City is closing in on certification as a Michigan Redevelopment Ready Community (RRC). The RRC program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that the City has a vision for the future and the practices in place to get there.

Once certified, the City will be able to utilize the MEDC for additional marketing and access to a Redevelopment Services Team who can assist the City, including with our community's housing affordability challenges.

The Michigan State Housing Development Authority (MSHDA) provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing, engage in community economic development activities, develop vibrant cities, towns and villages, and address homelessness. Previously, the City has worked with MSHDA on the following projects:

I. Neighborhood Stabilization Program: The City received funding for homeowner improvements in the neighborhood bounded by Spring Street, 7th Street, Fisher Street and 4th Street.
II. Third Street Corridor Planning: The City received funding to draft a plan for the Third Street Corridor. The Plan also included the adoption of a form-based code which facilitates additional housing through mixed-use development.
III. Downtown Rental Rehabilitation: The Downtown Development Authority has received a number of grants for the rehabilitation of 2nd story and higher apartments in the downtown.
IV. Grandview Marquette: The City facilitated the structuring of a Payment in Lieu of Taxes (PILT) which allowed the developer to capture the MSHDA funding necessary to complete the project.

The Committee recommends that the City continue to utilize the various State programs which are available through MSHDA and other State entities (Michigan Strategic Fund, Michigan State Land Bank Authority, etc.) and facilitate any partnerships necessary between State and local government and the private sector to capture funding for affordable housing development.

RECOMMENDATIONS

The following are recommendations from the Committee. It should be noted that each of these recommendations are a potential project within themselves that would require further review and dissection by the appropriate Board/Committee/Commission/Administrative Department, as well as robust community input.

I. Define the City Role in Affordable/Missing Middle Housing: The Committee feels that high level discussion is warranted regarding the City having a stake in the development process through some form of participation. Such a role could include facilitating special financing opportunities (e.g. Brownfield TIF), land, or other mechanisms such as density bonuses.

II. Review and Update City Policies and Codes: The Committee believes the following amendments to the Land Development Code should be considered:

A. Allow Accessory Dwelling Units and Duplex Units as a Permitted Use in all residential zoning districts.
B. Adjust lot size requirements to accommodate duplexes.
C. Modify the permissible height of Accessory Dwelling Units to allow single level ADUs to be more easily constructed on top of garages.
D. Relax minimum parking requirements for multi-family residential, duplexes, and Accessory Dwelling Units where appropriate.
E. Create zoning incentives for developments that maximize the number of units in projects and/or guarantee a certain percentage of affordable units. An example is allowing conditional increases in height limits in certain zoning districts to permit the creation of more affordable housing units in dense, walkable contexts to permit more housing creation.
F. Streamline the permitting process by amending the LDC to permit the preliminary site plan review to be binding with conditions. This would lessen the burden on up-front development costs.
G. Allow Permanent Supportive Housing in single family homes in appropriate zoning districts as a Special Land Use to promote the creation of adequate Permanent Supportive Housing in Marquette while minimizing potential impacts on residential neighborhoods.
H. Allow cottage courts as a Special Land Use in appropriate zoning districts.
I. Add a suggestion box on the City zoning web page.
J. Conduct an updated Housing Quality Survey similar to those conducted in 2003 and 2013, identifying housing quality trends in majority renter-occupied neighborhoods, including both exterior and interior conditions) and analyzing the efficacy of the Land Development Code, Rental Fire Safety Code, and City Code Enforcement.
K. Encourage the development of medium-density, accessible housing for mature households (ages 55+) in close proximity to downtown districts and established neighborhoods through zoning changes, infill development, and other means.
L. Restart the Marquette Senior Center's Home Injury Control Program (HICP) to assist seniors in the City of Marquette with accessibility upgrades to allow them to remain in their homes.
M. Encourage the development of additional affordable off-campus housing for NMU students.
N. Work with the Marquette Housing Commission and other potential public or private housing developers to facilitate the creation of additional Low-Income Housing in the City of Marquette.
O. Encourage the Marquette Housing Commission to consider allocating a certain number of Housing Choice Vouchers to individuals seeking Permanent Supportive

Housing or Rapid Re-Housing, and advocate for more Housing Choice Vouchers to be allocated to Marquette County.

P. Evaluate permissions for Homestays as a form of short-term rental, as the owner-occupied status prevents most negative social impacts while permitting the owner to earn additional income which can assist with housing expenses.

III. Seek Partnerships: The Committee encourages the engagement with the following potential partner agencies:

A. Marquette County Land Bank – The City has previously partnered with the Land Bank for the redevelopment of single family lots in the City and the Land Bank could be a key player for the former Hospital site. As well, the Land Bank has been participating in the new MSHDA MOD program, and has identified the former Hawks Ridge condo property at Osprey Court in the City of Marquette as having potential for modular housing development in the workforce price range.

B. Marquette Brownfield Redevelopment Authority – The MBRA has already adopted "Affordable and Workforce Housing Development" as a priority for future projects, and the City should work with them to seek opportunities. As well, the MBRA can utilize alternate financing mechanisms that could provide gap financing for affordable housing developments.

C. Board of Light and Power – The MBLP holds a majority of the vacant municipally owned land in the City of Marquette. They may be a key player in providing land for development as long the land is not currently being used for recreation purposes.

D. Michigan Economic Development Corporation (MEDC) – The DDA has been successful in obtaining grants for upper-story housing renovation over the years. Their recently adopted Downtown Plan encourages such development and the Committee wholeheartedly supports them with their efforts. The City should also explore other funding and support opportunities through the MEDC.

E. Marquette Housing Commission – Work with the MHC to address the challenges many Marquette residents face in obtaining low-income housing in the City of Marquette.

F. Seek public-private partnerships to facilitate the development of affordable and Missing Middle Housing with private for-profit and/or not-for-profit housing developers.

G. Support the facilitation of a Community Land Trust if possible.

H. Promote economic development that will provide better-paying, family-sustaining jobs in the City of Marquette, and continuing partnerships with local and state economic development agencies.

I. Marquette-Alger Local Planning Board – Work with the MALPB to address the homelessness challenges faced by many City residents and eliminate homelessness in the City of Marquette.

J. Work with Northern Michigan University to educate students and staff about safe rental property practices and their rights as renters, as well as advise them how to obtain rental registration information.

IV. Community Engagement: The Committee recommends that the City Commission direct the City Manager to facilitate a public education and input process regarding the above recommendations. Other community partners may help the City facilitate the public engagement process, and this process should begin as soon as possible after the approval of the Final Report and should be incorporated into the Community Master Planning process, as discussed below in Recommendation B.

V. Implementation: Based on these recommendations and subsequent community input, the Committee recommends City Policy be updated to reflect the recommendations found in this report

A. Community Master Plan – Adopt this report as an Appendix to the Community Master Plan.
B. Community Master Plan – As part of the upcoming Community Master Planning process, reaffirm the existing inventory of surplus City property (or other properties within the City limits) which have been identified for future affordable or mixed-income housing development and create a unique Request for Proposals (RFP) for each site which can be used to attract developers.
C. City Strategic Plan – Seek out partnerships for the development of affordable housing on City-owned surplus property, using available Brownfield redevelopment techniques to reduce home prices to affordable levels without reducing the current City tax base.
D. City Strategic Plan – Support the completion of a Tourism Plan which includes an assessment of the Short Term Rental program.
E. Direct the City Manager to begin discussion with the MBLP regarding availability of surplus MBLP-owned property which is not currently being used for recreational or conservation purposes, as they hold most of the vacant municipal land in the City. Based upon the outcome of these discussions, encourage the MBLP to participate in making surplus land available for affordable housing development.
F. Obtain certification as a Redevelopment Ready Community by the MEDC to allow the City to access funding and other forms of direct support from the MEDC and other sources, such as the Michigan Strategic Fund.
G. Encourage regional-level public planning for housing affordability and other housing-related issues in the greater north-central U.P. area, including municipal and county governments and other public and private stakeholders.

APPENDICES

1. Appendix A – Meeting Minutes
2. Appendix B – Neighborhood Housing Report
3. Appendix C – CUPPAD Marquette County Housing Assessment
4. Appendix D – Marquette County Master Plan Survey Data
5. Appendix E – Missing Middle Marquette Walking Tour
6. Appendix F – Room at the Inn and Superior Housing Solutions Presentations
7. Appendix G – LSCP Presentation
8. Appendix H – Stakeholder Interviews and Correspondence

Appendix A

Meeting Minutes

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD-HOC HOUSING COMMITTEE
March 10, 2020

A regular meeting of the Marquette City Ad-Hoc Housing Committee was duly called and held at 11:00 a.m. on Tuesday, March 10, 2020 in the upper level conference room of the Municipal Service Center.

ROLL CALL
Present: E. Bonsall, M. Curran, S. Jones, R. Chapman, J. Stark, D. Smith, W. Premeau
Absent: A. Adan (excused)

AGENDA

It was moved by R. Chapman, seconded by S. Jones, and carried 7-0 to approve the agenda as presented.

NEW BUSINESS

1. Election of Officers

Community Development Director D. Stachewicz advised now was the time for the election of officers. He advised the City Commission had designated E. Bonsall as the Chair in their action.

It was moved by D. Smith, seconded by M. Curran, and carried 7-0 to close the nomination and appoint E. Bonsall as the Chair.

E. Bonsall stated that he nominates D. Smith to be Vice-Chair, if he is willing. D. Smith stated that he would accept being Vice -Chair.

It was moved by E. Bonsall, seconded by S. Jones, and unanimously approved (7-0) to appoint D. Smith as the Vice-Chair.

E. Bonsall asked if anyone would like to serve as Secretary. D. Stachewicz advised it was merely signing the minutes. J. Stark volunteered.

It was moved by E. Bonsall, seconded by S. Jones, and unanimously approved (7-0) to appoint J. Stark as the Secretary.

2. Approval of 2020 Meeting Schedule

Community Development Director D. Stachewicz advised now was the time for the adoption of the 2020 Meeting Schedule.

It was moved by S. Jones, seconded by J. Stark, and unanimously approved (7-0) to adopt the 202 Meeting Schedule as presented.

3. Charge for the Committee – Discuss the goals/expected outcome for the Committee

E. Bonsall said the City Commission was rather ambiguous with the charge and it has been left up to the Committee. He advised the City Commission has requested a report due by September 30th and suggested the report include background data, what has been done, and a recommendation for further action.

M. Curran asked what the City Commission deems to be the problem. E. Bonsall said the primary concern he hears is related to housing affordability. D. Stachewicz advised a good start would be to come to a consensus on what their definition of affordable housing is. E. Bonsall advised that MSHDA provides definitions for low income, however, this may be more of an issue with the missing middle housing.

R. Chapman advised that accessibility is an issue that will need to be discussed.

S. Jones said that density is an issue that will need to be discussed as well.

M. Curran advised that accessibility is addressed with new construction and in some cases, it cannot be realistically addressed in older buildings that at one time met codes.

E. Bonsall said they should explore the housing issues based upon who needs the housing. S. Jones said they could attempt to identify a lack of a certain type of housing. She also said that housing is being affected by the cap on short-term rentals as people would like to move here but the cap prevents them from having some income towards their home.

M. Curran said that steep housing construction costs are a being partially caused by bureaucratic issues and he gave an example of the new construction code requirement for motion sensor light switches in housing.

E. Bonsall said their discussion will speak towards needing a diversity of housing.

M. Curran asked what the vacancy rate was for the Marquette Housing Commission. J. Stark said they are 100% full. M. Curran said he has 15 units vacant in total. S. Jones advised the number of rentals directly affects rental cost.

Discussion ensued regarding rental costs. J. Stark said she believes rent has nearly doubled in town. Marquette Housing Commission Director S. Maki advised that as a recent renter, she sees three challenges and those are laundry, cost to rent in the City, and the ability to have pets. S. Jones said the issue of pets is a landlord issue. S. Maki concurred with the free market concept.

W. Premeau said the entire City is a Brownfield and asked if anyone building housing could apply for benefits. D. Smith said that they could apply but would be judged on the merits of their proposal. W. Premeau said the State of Michigan has added $85,000 to the cost of a house and the cost gets higher with rental inspections.

M. Curran advised that Michigan has what is called a Single State Code and local municipalities are trying to enforce multiple codes on top of it.

E. Bonsall noted that Marquette Brownfield redevelopment Authority has included preference points for applications that include affordable housing. He also said part of the committee charge should be disseminating that information.

D. Smith asked if someone buying a building would be required to retrofit it to the current building code. M. Curran said that in most cases you are not required to retrofit with the exception of small items such as smoke detectors.

D. Smith asked if the building process was a one-stop shop. D. Stachewicz advised that building codes are managed by Marquette County, however, his shop has a one stop process for most land use applications.

M. Curran said that the key for all processes is consistency with inspectors.

D. Smith asked if there was an inventory of available property zoned for Multi-Family. D. Stachewicz advised he could make an analysis for the next meeting.

S. Maki advised that the density issue should be at the forefront given other communities reluctancy to go up. D. Stachewicz advised the Planning Commission is currently discussing density in the downtown and there have been community members against the concept. S. Jones advised density associated with rowhouses would be more popular than the traditional duplex.

D. Smith said a good test of the concepts will be the workforce housing scheduled to be constructed next to the new hotel at Founders landing.

D. Stachewicz summarized their talking points and advised that he will provide them assistance at the next meeting with examples of definitions for affordable and workforce housing to aid the committee in deciding their charge. He also said the committee has led him to believe they will look at the interface of short-term rentals and associated impacts. He said it was quite apparent to him that government requirements are important to the group, as well as density and the impact of the student population.

S. Jones asked for a breakdown of the short term rentals by numbers of homestays vs. all others.

E. Bonsall advised the committee should dedicate 1 meeting to examine the impact of short term rentals on the housing market. S. Jones said people buying properties for short term rentals are not buying affordable homes in her opinion.

4. Housing History

D. Stachewicz summarized the document he put together for the committee which pulled all of the housing related recommendations from the Community Master Plan and also provided how the administrative staff have addressed them.

W. Premeau stated the Planning Commission is working through the Land Development Code and finding that some sections of the Code directly affect other sections. He said the Planning Commission has a lot of work ahead of them. He also said they have provided for Accessory Dwelling Units, but you cannot locate them due to an open space requirement for the lot.

E. Bonsall stated that such an issue and parking will need to be discussed.

M. Curran advised the Committee should look at data from NMU over 10 years to see where they are staying and if NMU is doing enough to reduce the burden on the local economy. E. Bonsall concurred that students have a major impact and should be part of the discussion. He said he would like to see NMU invited to a future meeting.

5. Timeline

E. Bonsall advised the timeline for the Committee.

COMMITTEE MEMBER COMMENT

None

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 12:15 p.m.

Jackie Stark
Ad-Hoc Housing Committee Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD-HOC HOUSING COMMITTEE
August 11, 2020

A regular meeting of the Marquette City Ad-Hoc Housing Committee was duly called and held at 11:00 a.m. on Tuesday, August11, 2020.

ROLL CALL
Present: E. Bonsall, S. Jones, R. Chapman, J. Stark, A. Adan
Absent: M. Curran, W. Premeau, D. Smith

AGENDA

It was moved by R. Chapman, seconded by S. Jones, and carried 4-0 to approve the agenda as presented.

MINUTES

It was moved by J. Stark, seconded by R. Chapman, and carried 4-0 to approve the March 10, 2020 minutes as presented.

NEW BUSINESS

1. Definition of Affordable Housing Definition

Community Development Director D. Stachewicz gave a background on Federal standards and the Community Master Plan.

E. Bonsall recommended the committee use the following standards for a definition: Affordable Housing should be considered to be households that spend 30% or less of their income for housing. For the purposes of other categories, Low Income Housing earns below 80% of the Median Income and Workforce Housing earns 80 to 120% of the area Median Income.

It was moved by E. Bonsall, seconded by J. Stark, and unanimously approved (4-0) to utilize the recommendations of E. Bonsall as committee definitions for Affordable Housing.

2. Housing Data Discussion

E. Bonsall presented data from the Marquette County Master Plan Survey Data. He advised he felt there were some good comments provided. S. Jones advised that she was taken back by the number of comments provided where people expect to have a new home for little money. She also said that it seems that people no longer are interested in a "fixer-upper", which has traditionally been considered a starter home. J. Stark advised that people need to be aware of big ticket items with a home such as a furnace or major appliance.

R. Chapman said he thought the comments were interesting as well and agreed that some of the comments seemed to indicate people feel they have some entitled expectations. A. Adan said he is concerned about barriers to entry. He said they should consider younger people with student loans and assist on a case by case basis. He also said the data needs to be examined further.

J. Stark said the reality is that most people will not be able to buy their first home in the City of Marquette and most affordable homes are located outside of the City. She also said that brings transportation issues such as personal vehicle or public transportation.

E. Bonsall said once someone gets a certain distance from the City, your transportation costs increase.

A. Adan said he was concerned that only 8.9% of people age 25 to 34 own a home. S. Jones sent data to the group that indicated the national average was 34% in 2017.

S. Jones said that one of the issues for the "Missing Middle" housing is that it is not subsidized and affordable housing is.

D. Stachewicz recommended that the committee also consider data on construction costs in their deliberations.

3. Timeline

It was moved by S. Jones, seconded by J. Stark to recommend that the City Commission extend the deadline for the Ad-Hoc Housing Committee report to January 15, 2021 due to the challenges associated with COVID-19

COMMITTEE MEMBER COMMENT

The Committee discussed future meetings and requested the following data (assignments in parenthesis): Marquette inventory/vacancy rates for owned/rented properties (Stephanie/Mark/Jackie) and potential areas for development/redevelopment on land owned by the City (Dennis).

The Committee also agreed to hold 90 minute meetings from this point forward with the meetings beginning at 10:30 a.m.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 12:01 p.m.

Jackie Stark
Ad-Hoc Housing Committee Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD-HOC HOUSING COMMITTEE
September 8, 2020

A regular meeting of the Marquette City Ad-Hoc Housing Committee was duly called and held at 11:00 a.m. on Tuesday, September 8, 2020.

ROLL CALL
Present: E. Bonsall, A. Adan, R Chapman, M. Curran, S. Jones, D. Smith, and J. Stark
Absent: W. Premeau

AGENDA

It was moved by S. Jones, seconded by R. Chapman, and carried 7-0 to approve the agenda as presented.

MINUTES

It was moved by S. Jones, seconded by J. Stark, and carried 6-0 to approve the August 11, 2020 minutes as presented. M. Curran abstained.

NEW BUSINESS

1. Discussion – Inventory and Vacancy Rates for Marquette Owner Occupied and Rental Properties

Chairman Bonsall gave an introduction on the topic and advised this was planned as part of a series of topics on housing.

Director Stachewicz shared his screen with the group and S. Jones presented a summary of the data to the committee. M. Curran asked if the data included commercial rental properties. S. Jones advised those are not included in the data. The data was summarized as reflecting the median price for housing in Marquette has been between $150k and $225K for the past 5 years.

Chairman Bonsall and J. Stark said the data trends appear to be closer to $225K. E. Bonsall said there appears to be a 12% increase in housing cost. S. Jones said the median price did not increase 12%.

The committee reviewed the own/rent comparison and concluded there is a higher proportion of rentals in the City. The committee asked how many persons could be in a rental. Director Stachewicz advised up to 4 unrelated or more is permitted as a general rule with other allowances. S. Jones said it has been hard to drill down data for smaller commercial rentals. Director Stachewicz advised the data is likely in the Assessing Database but it would need to be a defined project where a report was ran and cross-checked against the rental code database.

R. Chapman said the data confirmed some trends and said it would be good to know if there are renters who are looking to buy a home.

J. Stark and Marquette Housing Commission (MHC) Director Kivi gave an update on the status of vacancy rates for the housing managed by the MHC. Director Kivi said they are full and have no vacancy. She also said the data can be skewed depending on the time a report is run due to changeover. Director Kivi said that their biggest challenges also come from turnovers in the units. She also said another challenge that they do not have an answer for is declining waiting lists. Director Kivi said another big challenge is that people from outside of the U.P. come here to obtain the housing vouchers and then return to where they came from to use the vouchers as they are not County-specific. There was discussion regarding policy change with regard to the vouchers, however, it is a Federal program that promotes choice for people.

Chairman Bonsall said it appears there is a need for low income housing. Director Kivi said proper screening is important as it affects quality of life for the residents. She said the homeless issue is causing pressure on the MHC to rent to people with a criminal background, etc. M. Curran advised that the Salvation Army should be more involved with housing and providing work for the homeless. There was

discussion regarding reaching out to the Salvation Army. J. Stark asked if zoning permitted multiple family zoning. Director Stachewicz advised that the new Land Development Code (LDC) promotes multiple family zoning in many areas and also in a new mixed use designation that is found throughout the City. He also advised that the affordable housing challenges in the Community Master Plan have been addressed through the LDC with permissions for alternatives such as Accessory Dwelling Units. J. Stark asked if someone could put an apartment over a garage. Director Stachewicz advised that you now may according to the permissions in the LDC.

2. Vacant Property Available for Housing Development

Director Stachewicz gave an overview of the City Municipal Property Inventory Map.

Chairman Bonsall discussed whether or not the City has the ability to facilitate missing middle housing. J. Stark asked if any of the land is designated for housing. Director Stachewicz advised the lands are designated by the Future Land Use Map in the Community Master Plan. S. Jones said City Zoning has opened up a lot of development opportunities. Chairman Bonsall said he would like to see the City partner with NMU to provide more raw land for housing opportunities. He also said the old hospital campus area has some potential, however, the demolition costs on the old hospital are very cost prohibitive. M. Curran advised that the hospital has begun selling some of the small outlots.

A. Adan said he would like to see the City incentivize density in developments. There was a discussion about density of housing units. M. Curran advised the more height you gain, the more costly development is. S. Jones spoke about the preferences of one or two bedroom apartments. M. Curran advised that in the construction world, adding a second bathroom isn't a major cost. He said the major costs are bathrooms and kitchens. M. Curran reminded the group that there is a huge cost burden from government permits. He said site plan review in the City should be amended to allow more flexibility for a developer by only requiring a building footprint with permitted variations allowed.

S. Jones said there is also property available on the west side of Lakeshore Boulevard. Discussion ensued about how to educate the community so development could actually be approved on the west side of Lakeshore Boulevard.

Director Stachewicz spoke about the listing he forwarded the group over the weekend regarding the tiny home cost. There was discussion about the high cost and whether or not the committee should explore them as an option. M. Curran said he felt they were a waste of land.

J. Stark asked about the former Shopko and Office Max property. S. Jones said she believed those properties had accepted offers the past week. Director Kivi advised that AirBNB Homestays are another option to permit people to own a home and share the costs.

COMMITTEE MEMBER COMMENT

R. Chapman said he liked the idea regarding the Salvation Army brought up by M. Curran and Chairman Bonsall said he would bring it up at the next Room at the Inn meeting.

A. Adan requested a walking tour so the housing committee could pick housing designs they would like to promote in the City. The committee agreed to discuss at a later date.

ADJOURNMENT

The meeting was adjourned by Chair E. Bonsall at 11:58 a.m.

Jackie Stark
Ad-Hoc Housing Committee Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
October 13, 2020

A regular meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, October 13, 2020 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, J. Stark, D. Smith, A. Adan, Chair E. Bonsall
Absent: W. Premeau

AGENDA

It was moved by S. Jones, *seconded by M. Curran, and carried 7-0 to approve the agenda as presented.*

NEW BUSINESS

1. Approval of the September 8, 2020 Meeting Minutes

The minutes of September 8, 2020 were approved as presented.

2. **Presentation – Marquette Land Development Code – David Stensaas, City Planner**

City Planner and Zoning Administrator D. Stensaas introduced himself and presented details about the planning and zoning efforts and actions related to housing availability and affordability that have taken place in recent years. He discussed the adoption of a highly revised Community Master Plan in 2015 and an update to the CMP in 2018 that included extensive discussion about affordable housing and housing affordability. He also explained the many zoning techniques that were adopted with the Land Development Code in early 2019. There were a number of questions from committee members and some discussion.

3. **Presentation – Grand Rapids Affordable Housing – David Allen, Innovalab Development**

David Allen of Lighthouse Communities, Inc. of Kent County, stated that he had been working for 25 years in community development and had been a member of the Grand Rapids city commission and the director of the Kent Co. Land Bank. David Allen also served on the Grand Rapids Housing Advisory Committee which generated the "Housing NOW!" recommendations in 2018. He discussed the “Housing Now!” initiative in Grand Rapids, what led up to the housing shortage and affordability crisis there, and what recommendations of the initiative have been adopted. He also discussed the importance of collecting data prior to making proposals. He discussed state funding requirements for grants and how Tax Increment Financing and Brownfield funding can fill gaps that developers face in providing affordable housing. He stated “zero lot line” housing as a way to increase density and stated that it is becoming more common and stated that modular housing is a good solution to affordability.

4. **Discussion – Zoning and Affordable Housing**

The discussion of zoning and affordable housing was skipped until after the walking tour presentation.

5. **Presentation – Marquette Missing Middle Housing Tour – Antonio Adan and Evan Bonsall**

A. Adan presented a PowerPoint of a walking tour that he conducted of “missing middle” homes that he conducted. Discussion of the presentation included the issues that associated surface parking present. He also stated that some data that would be valuable to know includes “how many housing units have been built in the last five years” and “what percentage of those units is workforce housing”.

DISCUSSION

A brief discussion regarding zoning and housing affordability included the topics of the cost of land driving

developer decisions about where to develop. M. Curran stated that the cost of retrofitting older buildings to meet fire codes for multi-family housing can be too high for a project to pencil out. D. Stensaas stated that increasing density by allowing duplexes and Accessory Dwelling Units as a permitted use in single family zoning districts is a good idea, but that public opinion about that idea should be evaluated. He also stated that increasing the density of dwelling units will increase the density of motor vehicles and the scarcity of parking space on small lots often presents a wicked problem and that he recommends that the consideration to allow some front yard parking during the winter parking ban should accompany other considerations of allowing greater density of dwellings in those single family districts.

E. Bonsall stated that the committee would be meeting until June, with a final report then and an intermediate report released in January.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 11:59 a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
November 10, 2020

A regular meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, October 13, 2020 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, J. Stark, D. Smith, A. Adan, Chair E. Bonsall
Absent: W. Premeau

AGENDA

It was moved by S. Jones, *seconded by D. Smith, and carried 7-0 to approve the agenda as presented.*

NEW BUSINESS

1. Approval of the October 13, 2020 Meeting Minutes

It was moved by R. Chapman, seconded by M. Curran, and carried 7-0 to approve the October 13, 2020 meeting minutes as presented.

2. **Discussion – Zoning and Affordable Housing**

Chairman Bonsall opened the discussion from last meeting and noted the information that was provided via a link in the correspondence. S. Jones said she thought it was interesting, however, she thought the Accessory Dwelling Units were not the answer for Marquette. She also said it provided good information for promoting multi-family housing for the Missing Middle component. D. Smith appreciated the multi-tiered approach with some subsidies and loans. Chairman Bonsall agreed with regards to multi-family housing and multi-tiered financing and said he believes the City of Marquette needs to have some skin in the game above and beyond regulation. M. Curran said Habitat for Humanity could be an option to encourage them to continue to construct new homes. A. Adan spoke about the Payment in Lieu of Taxes presented. D. Stachewicz advised the City does have those programs for existing developments.

Chairman Bonsall asked if anyone has any thoughts about the previous zoning discussion. M. Curran advised that stormwater would be an issue when you speak about increasing density. D. Stachewicz concurred. There was discussion regarding front yard parking allowances. D. Stachewicz advised the LDC does permit parking lots in neighborhoods and that may be a better option other than front yard parking. He said front yard parking is one of the biggest complaints his office receives. He also said the Community Master Plan has promoted alternating on-street parking since 2004, however, it presents a challenge for DPW and Police to enforce if implemented.

M. Curran spoke about the potential for underground parking or parking under units. D. Stachewicz advised that much of the remaining land would require parking ground-level parking under units due to environmental constraints on the land. J. Stark said that the City should manage people's expectations with regards to parking in certain historic or medium-density neighborhoods kike the East Side and that affordable housing may not be able to be city-wide. Discussion ensued regarding front yard parking and several members concurred that it can be an eyesore. S. Jones said that many people who buy property outside of the City want a large yard and that the people who can afford property in the City as looking for first floor bedrooms.

Chairman Bonsall advised that now was the time to speak about zoning issue recommendations for their committee report due in January. He mentioned Accessory Dwelling Units (ADU), allowances for more multiple family housing, front yard parking challenges, on-street parking opportunities, and other items. S. Jones said an item that frequently comes up is permitting. M. Curran said that would be hard to tackle. D. Stachewicz spoke about local, County, and State permitting and the ability to advocate for changes.

J. Stark asked about permissions for ADUs, duplexes and triplexes. D. Stachewicz advised that ADUs are currently permitted and explained the mechanism for permissions. There was discussion regarding allowing ADUs and duplexes as a Use by Right. R. Chapman asked if there was a limit on the number of bedrooms. D. Stachewicz said that single family units may not house more than four unrelated persons. D. Stensaas spoke to the Planning Commission upcoming amendments related to ADUs and duplexes.

Chairman Bonsall spoke about the comments from the chat section. He specifically noted a question about the who the target market is and what is current rental demand. A. Adan referenced the CUPPAD report and advised it would be a good idea to seek more information on rental needs. S. Maki said that her experience shows that the rental demand is for low income persons. She said the main challenges are transportation and parking for low income individuals. She said the City should really prioritize the target populations. Chairman Bonsall advised they should all be looked at. J. Stark said that we should remember that we do have a Housing Commission to work on low income housing. S. Jones said she thought the target was going to be the missing middle as nothing seems to be meeting that need. D. Smith concurred with the thought that the focus of the group should be on the missing middle.

J. Stark spoke about rentals being an important part of a steppingstone for buying a house. J. Stark spoke about how Short Term Rentals (STRs) play into the discussion. D. Stachewicz said he recalled the committee spoke about STRs as potentially removing houses from the market unless they are a Homestay, which would assist with home ownership.

DISCUSSION

Chairman Bonsall said he would like to close the meeting with a few updates. He said related to housing affordability, there are options of manufactured and modular homes. S. Jones said they do have finance challenges with certain types. Chairman. Bonsall said the more panelized option is what he was referring to. He said he had spoken to Renovare Development regarding a potential project. D. Stachewicz advised he had followed up with them this morning. Chairman Bonsall also said the next meeting will include a presentation on the Old Hospital. Chairman Bonsall advised the CUPPAD housing study should be available next meeting as well.

A, Adan said he thought the future survey should still be a priority in the future report. J. Stark said she is interested in the permitting aspect and what they could recommend to still allow the purpose to be met in an easier way.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 11:50 a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
December 6, 2020

A regular meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, December 6, 2020 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, J. Stark, A. Adan, Chair E. Bonsall
Absent: D. Smith and W. Premeau

AGENDA

It was moved by S. Jones, *seconded by M. Curran, and carried 6-0 to approve the agenda as presented.*

NEW BUSINESS

1. Approval of the October 13, 2020 Meeting Minutes

It was moved by S. Jones, seconded by R. Chapman, and carried 6-0 to approve the November10, 2020 meeting minutes as presented.

2. **Presentation – Missing Middle Housing – Dan Parolek, OPTICOS Design**

Chairman Bonsall introduced Dan Parolek, founder of OPTICOS Design and the inventor of the idea known as “Missing Middle” housing.

Dan gave a presentation to the Committee that provided the following highlights:

- Missing middle falls between single family lots and urban high density
- Stop using the term density because it scares people
- His favorite style is a fourplex
- He identified via Google Street View ones we have in Marquette
- He said the low hanging fruit are the neighborhoods adjacent to downtown due to them being a transition area
- Missing Middle can be created by modifying existing zoning districts or creating new ones
- Communities can use form based coding to embed types
- He showed examples of how to conduct a missing middle assessment
- He advised parking requirements are a hindrance
- He presented examples of successful Missing Middle developments

M. Curran asked about how we get away from McMansion idea which is what people want here. D. Parolek said this is about providing choices to people and not forcing a housing type. He also said filling the gaps for single family households is important.

Steph asked if he has found these developments need to be subsidized in order to work. D. Parolek said in large markets they may not but they may need gaps in smaller cities. He recommended cities review the case studies and use them as benchmarks.

J. Stark said there is not a lot of empty space for new buildings and asked what he would recommend for existing neighborhoods. D. Parolek said he would recommend the City start with ADUs being allowed by right and more permissions for infill. S. Jones said infill could be used on old MGH lots. Chairman Bonsall said he talked to a small developer who wanted to do this on those lots but zoning was an issue.

M. Curran asked how to market the higher level units because his experience has shown that people want first floor living. D. Parolek said the higher units will likely sell for less and the windows on the

units will help with ending more attractive.

J. Stark said we do have large single family units that could be converted. S. Jones said that creates fire code issues. D. Parolek concurred and said anything over 3 units kicks in commercial code.

S. Jones said she has clients that would appreciate the different housing types. D. Parolek related a story about the challenges for his family to find this type of housing as there is a lack of diversity in choices. He said all cities are struggling with this currently.

J. Stark asked if the no car community was located next to transit or if it was self-contained. D. Parolek said it is a mix of uses and also adjacent to rail. He also said there is a mix of mobility options and grocery delivery.

D. Parolek asked about city efforts. D. Stachewicz advised the City has tackled ADUS, Form Based Codes and lot sizes.

The Committee thanked D. Parolek for his time.

3. **Presentation – Development Financing – Shannon Moran and Jill Ferrari, Renovare Development**

Chairman Bonsall introduced Shannon Morgan and Jill Ferrari from Renovare Development. They both gave a brief biography and S. Morgan spoke about her previous Marquette Experience with the Old Orphanage. They spoke about a Munising project for a workforce development center with housing that they are working on completing.

They Spoke about the many aspects of project financing and he many challenges with private owners, lending institutions, etc.

A. Adan asked about subsidies related to artists communities. J. Ferrari said that cost will drive projects and may lead to subsidies. S. Morgan spoke about shared space and programming. She also said it leads to a conversation about financial incentives that the community would need to have. She said ultimately it comes down to the right tools and financing package to complete equitable development. Chairman Bonsall agreed and said incentives will definitely be a discussion for the committee in the future.

Chairman Bonsall thanked them for their presentation and expertise.

4. **Presentation – Local Development – L.R. Swadley, Swadley Development**

Chairman Bonsall Introduced local developer L.R. Swadley. Mr. Swadley said the increasing costs have affected housing development. Said housing cost has gone up significantly in the past several years. He said materials, land, labor, and indirect costs have all increased. He said materials are 45% of cost and beyond the control of people in Marquette. He also said land costs are creeping up but not have skyrocketed.

Mr. Swadley said each home takes 15 subcontractors to complete. He said the average new home cost in the Marquette area is $400K without land costs.

He said the little details will add up when looking for solutions. He said he was glad to hear the committee is looking at workforce housing options. He said it is vital to employers.

M. Curran asked if low interest rates are affecting price and stated he feels it drives prices up. Mr. Swadley said it may drive people to buy more than what they need. He said the consumer is all about the monthly payments.

A. Adan asked how permits have transpired over the last years. LS said fees are important source of income in Lieu of headlee amendment. Mr. Swadley said zoning permits aren't so much for single

family. He said the new larger developments cost more. He also said the zoning fee is not that much but the requirements of engineered plans and other compliance items add to the cost.

J. Stark asked what the remaining participants City can do to move the hospital along even though they don't own it. S. Morgan said the City should get it in a brownfield and also master plan the site. J. Ferrari said the City could have the property owner donate it to the land bank to reset the taxes back to zero. Mr. Swadley said the City should do an inventory and sell the property that could be developed.

Evan thanked everyone for participating. He also spoke about the report he will draft and get to the committee soon.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 12:00 p.m.

Prepared by:

_____

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
January 12, 2021

A regular meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, January 12, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, J. Stark, A. Adan, Chair E. Bonsall, W. Premeau, and D. Smith (arrived late)
Absent: None

AGENDA

It was moved by S. Jones, seconded by R. Chapman, and carried 7-0 to approve the agenda as presented.

NEW BUSINESS

1. **Approval of the November 10, 2020 Meeting Minutes**

It was moved by R. Chapman, seconded by S. Jones, and carried 7-0 to approve the November10, 2020 meeting minutes as presented.

2. **Review and Approval of Report to City Commission**

Chairman Bonsall presented the draft report to the Committee. He said He would appreciate comments as they move through the document. R. Chapman noted a typo in the section Housing Costs and Trends section.

Chairman Bonsall advised the Committee about an upcoming work session with the City Commission. He also said CUPPAD will be presenting their data at the meeting.

J. Stark said a majority of the voucher users are from the area and the Committee discussed that that message should be more accurate and agreed that S. Maki will send an updated sentence once she checks the data. M. Curran said it is important that the City Commission get a clear picture. The Committee edited the report accordingly.

Chairman Bonsall presented the section on National Trends. S. Jones said she thought the section was well written and an accurate representation of the current trends.

Chairman Bonsall presented the section on other communities. He said he working on this section in-depth. The Committee had no feedback on that section.

Chairman Bonsall presented the section on strategies brought forward by Shannon Morgan and Renovare Development. R. Chapman said the old hospital is a very important project and he would recommend it be highlighted. Chairman Bonsall said he thought they would have had a more robust presentation on the old hospital. He also said the old hospital would be the focus of a future meeting. S. Jones said she would like to hear the history from Veridea. Chairman Bonsall amended the report with the concurrence of the Committee. D. Stachewicz advised what he knew that wasn't proprietary and confidential. He spoke to very high renovation and demolition costs, as well as challenges with MEDC support for the project. Chairman Bonsall spoke to the further need for a separate meeting

Chairman Bonsall presented the section on zoning and said that the City Commission took action on the LDC last night that supports some of their recommendations.

There was robust discussion regarding the identification of BLP property being available for possible development. M. Currant said the way it is currently worded the community would be upset because they would think the Committee wants to develop north trail property. D. Stachewicz advised it would

be good to discuss BLP property as they do have holdings that seem to be idle. The Committee agreed to leave the concept in the document with clarification that the properties currently being used for trails would not be considered.

Chairman. Bonsall presented the recommendations for partnerships. Committee discussion ensued and the consensus of the Committee that the word subsidization should be changed to participation.

Chairman Bonsall presented the recommendations for Zoning and Land Development Code. M. Curran said he would like to see a suggestion button for the zoning department. He also said he would like staff to more helpful and help people fit a project into the community. D. Stachewicz said his staff is helpful and gave an example. M. Currant said he felt that some of the staff are helpful and some do not feel empowered to do so on their own initiative. Chairman Bonsall amended the report to reflect the discussion. J. Stark said the recommendation for the permit process should be clarified. M. Curran and W. Premeau said the current process requires too many requirements without being guaranteed approval. They advocated for a process of preliminary approval by the Planning Commission subject to staff approval of technical requirements. D. Stachewicz offered language for the Committee.

Chairman Bonsall presented the recommendation regarding the possibility of on-street parking in the winter. The Committee offered their experience living on various streets and questioned whether or not such a policy could be implemented. D. Stachewicz advised that the recommendation is general, and all recommendations would need to be vetted by Boards, Committees, and Administrators. The Committee agreed to leave the recommendation as written.

Chairman Bonsall went through the recommendations regarding other partners such as the County Land Bank. BLP, MEDC, and others. S. Jones said developers should be added as potential public-private partnerships. The Committee agreed and the document was amended to reflect the discussion. J. Stark said she would like to see economic development referenced in the report. S. Jones said they should encourage continued economic development partnerships. D. Smith said any recommendation should include a reflection on houses versus employment. He noted the challenges that Iron Mountain is having with jobs and not a lot of housing.

Chairman Bonsall said he would like the Committee input on the presentation on low-income housing in the report. He said the Committee has identified and discussed low-income housing previously and would like feedback. D. Smith said his interpretation from discussion was that low-income housing is that it is hard to do because of Federal or State regulatory challenges. He said and example was that people have challenges being able to get into such housing. Chairman Bonsall said this was a good point and some people simply do not qualify if they are within a certain range. J. Stark said the Orphanage is a unique example. M. Curran asked about the whether the Marquette Housing Commission had any thoughts. S. Maki said there are many people paying $700 to $1300 rent range and that she sees the need for more workforce housing. M. Curran said he thinks if there is more workforce housing that there would be more opportunities for low income housing to open for people who need it. Chairman Bonsall spoke about creating a balance and said he would like to see some recommendation regarding future discussion with the Marquette Housing Commission. S. Maki said the Committee should address the homeless population. She said the Marquette Housing Committee has a continuum care committee and they should be involved. E. Bonsall said that would be the Marquette-Alger Committee. S. Makin and D. Smith recommended an amendment to add language. The Committee agreed.

Chairman Bonsall advised that completes the review and would entertain a motion

It was moved by S. Jones, seconded by D. Smith, and carried 7-0 to approve the report with the amendments made at the meeting.

The Committee discussed the need to review the final document.

S. Jones withdrew her motion.

The Committee agreed to a special meeting on January 14th at 8:00 a.m. ET.

Chairman Bonsall thanked everyone for their time.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 12:00 p.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
January 14, 2021

A special meeting of the Marquette City AHHC Commission was duly called and held at 8:00 a.m. on Thursday, January 14, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, J. Stark, Chair E. Bonsall, W. Premeau, and D. Smith
Absent: A. Adan

AGENDA

It was moved by M. Curran, seconded by D. Smith, and carried 7 -0 to approve the agenda as presented.

NEW BUSINESS

1. **Approval of the January 12, 2021 Meeting Minutes**

   It was moved by R. Chapman, seconded by M. Curran, and carried 7 -0 to approve the November10, 2020 meeting minutes as presented.

2. **Review and Approval of Report to City Commission**

   Chairman Bonsall said now was the time to review the changes to the report that were recommended by the Committee. He said the only changes where those noted by the Committee at the last meeting.

   M. Curran asked if the Committee should place more detail about work force housing and the interface with low income housings. Chairman Bonsall said he would like to see that as a separate meeting.

   It was moved by M. Curran, seconded by S. Jones, and carried 7-0 to approve the report to the City Commission as presented.

   Chairman Bonsall thanked the committee for their hard work and reminded the Committee about the upcoming work session.

   D> Smith asked about the strategy for the work session with the City Commission. Chairman Bonsall said the Committee should not feel pressured and he will take the lead as liaison.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 8:09 a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
February 9, 2021

A meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, February 9, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: A. Adan, R. Chapman, S. Jones, M. Curran, J. Stark, Chair E. Bonsall, W. Premeau, and D. Smith
Absent: None

AGENDA

It was moved by S. Jones, seconded by R. Chapman, and carried 8 -0 to approve the agenda as presented.

NEW BUSINESS

1. **Approval of the January 12, 2021 Meeting Minutes**

It was moved by R. Chapman, seconded by M. Curran, and carried 8 -0 to approve the January 14, 2021 meeting minutes as presented.

2. **Discussion of Committee Next Steps**

Chairman Bonsall Spoke about the process and said he thought the work session went well. He said he received good constructive comments from the City Commission. He said there is respect for the Committee, and no one should feel bad about any comments that are perceived to be negative from social media forums. M. Curran said it has been his experience that it is best to take the high road and not respond. S. Jones said she is still upset and doesn't like the spreading of misinformation. Community Development Director Stachewicz spoke about the motives of the person who made the negative comments. He also said that the integrity of the public process is much more important than social media deliberations.

Chairman Bonsall spoke about additional feedback he has received. He encouraged the committee to move forward with detailed discussion on the topics presented in the report to the City Commission.

M. Curran said the committee should start looking at comparisons against other communities of similar demographics rather than local comparisons. He said our economy is much more tourist driven compared to the bedroom communities.

J. Stark said she would like to see the proportion of people who desire to own versus rent. She also said that she believes the Code Enforcement activity in the City has been very good. She said that she also felt the feedback was very broad and she feels that wading into the homeless issue may cause the Committee to lose focus.

M. Curran spoke about housing costs. S. Jones said that developers are often criticized but are necessary and carry all the risk associated with building. Chairman Bonsall said it would be good to have an idea of what a majority of the people could afford. He said there may be a possibility to bring price points down through zoning or other means such as permitting modular housing. M. Curran said modular is not necessarily cheaper when transportation is factored into the cost. S. Jones said there is a large distinction between modular and manufactured housing.

R. Chapman asked if it would be possible to have an architect give a presentation as they are heavily involved in cost through design. Planner Stensaas advised that architects have told him that lot size heavily determines the home size.

Chairman Bonsall spoke about the inclusion of the homelessness issue. He said he would like a presentation from the persons managing the homeless so it can be captured in the report as he felt it ties in with subsidized low-income housing. Housing Director Maki said there is a committee called the Continuum Care Committee looking at the homeless issue. Chairman Bonsall advised this group

should still reference the issue. S. Jones said any work on the homeless issue should be time dependent.

J. Stark asked why the home prices have risen so steeply in Marquette. S. Jones said the City did not see the amount of foreclosures the rest of the nation did in 2009. A. Adan said that speaks to the need for more data.

Discussion ensured and the Committee reached a consensus on the following topics moving forward:

- Discussion with the MBLP, City Administration, and the DDA
- Peer Cities Analysis
- Metrics for Success
- Smart Growth/Sustainability
- Public/Private Partnerships
- Short Term Rental Impact

The Committee agreed to let the Chairman and Director Stachewicz draft agendas.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 11:45 a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
March 9, 2021

A meeting of the Marquette City AHHC Commission was duly called and held at 10:31 a.m. on Tuesday, March 9, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: A. Adan, R. Chapman, S. Jones, M. Curran, J. Stark, Chair E. Bonsall, and W. Preameau (late)
Absent: D. Smith (excused)

AGENDA

It was moved by S. Jones, seconded by R. Chapman, and carried 8 -0 to approve the agenda as presented.

PUBLIC COMMENT

Chairman Bonsall read into the record public written comment received from Geraldine Nault, 1851 N. McClellan Avenue and Margaret Brumm, 440 East Magnetic Avenue.

S. Jones, Chairman Bonsall, and R. Chapman said they all had been contacted by Ms. Nault. E. Bonsall said a senior citizen reached out to him and was supportive of the committee and mentioned that housing is getting t0o high in price for residents. He said it was good to receive positive feedback

NEW BUSINESS

1. **Approval of the February 9, 2021 Meeting Minutes**

   It was moved by S. Jones, seconded by M. Curran, and carried 8 -0 to approve the February 9, 2021 meeting minutes as presented.

2. **Presentation on Comparable Community Data**

   Chairman Bonsall said it was time to receive a presentation from A. Adan and S. Jones on housing data from comparable communities. A. Adan showed a presentation on comparable communities using a dataset of population, Median Income, Average Home Price, and Average Rent. There was considerable Committee discussion on the data and A. Adan was tasked with getting the presentation unto Social Media.

3. **Discussion – Short Term Rentals**

   Community Development Director Stachewicz gave a history on the Short Term Rental (STR) program in the City of Marquette. He spoke about the current policies and how they were developed. He said during the development of the policies, the Planning Commission was cognizant of the double-edged sword of Homestays and STRs being that they permit home ownership for some and prevent home ownership for others. He spoke about the need for future Tourism Planning with the citizens as tourism policies have a direct impact on housing.

   S. Jones said she felt the community would prefer Homestays. M. Curran said a cap of 250 units seems high. S. Jones said that the there are 3,200 domiciles in the City

   Chairman Bonsall said approximately 6% of the housing stock is used for STR according to Census Data. S. Jones said that data does include Homestays. Chairman Bonsall said the there is no limit on long term rentals. M. Curran said he currently has vacant units. He also said he believes the community can absorb about 40 new units per year and it will take the community at least 5 years to rebound from lack of construction due to the pandemic.

   S. Jones asked for a breakdown of the percentage of approved STRs in the City that are approved as a

Homestay. Director Stachewicz advised he would seek that data from the Fire Department.

4. **Update on Future Meetings Topics and Presenters**

Chairman Bonsall reminded the Committee to fill out the survey for the next meeting with the City Department Heads. He also spoke about potential topics for the meetings going forward.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 11:57a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
March 25, 2021

A meeting of the Marquette City AHHC Commission was duly called and held at 8:02 a.m. on Thursday, March 25, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: A. Adan, R. Chapman, S. Jones, M. Curran, Chair E. Bonsall, and D. Smith
Absent: J. Stark (late) and W. Premeau

AGENDA

It was moved by M. Curran, seconded by S. Jones, and carried 6-0 to approve the agenda as presented.

NEW BUSINESS

1. **Approval of the March 9, 2021 Meeting Minutes**

   It was moved by R. Chapman, seconded by M. Curran, and carried 6-0 to approve the March 9, 2021 meeting minutes as presented.

2. **Discussion with Administrative Staff**

   Chairman Bonsall said it was time to have an important discussion with City Department Heads and turned the floor over to Community Development Director Stachewicz. Director Stachewicz facilitated the introduction of the City Department Heads.

   DPW Superintendent Cambensy spoke about how important the parking ban is to their operations. He said it allows them plow to the curb line which helps with garbage collection and keeps the roads from narrowing. He also said the business areas have many scheduled evening pickups.

   Police Captain Laurila spoke about the 25 year plus history of the parking ban. He said we are the third snowiest area in the U.P. and eliminating the parking ban would affect emergency operations and keeping streets open. He also said the DDA Director is in favor of keeping the ban in place because removal would impact the downtown financially.

   S. Jones said committee is not gung-ho about eliminating parking asked if Captain Laurila had any recommendations for additional parking. Captain Laurila said it is an issue but doesn't have an answer. Director Stachewicz spoke about the elimination of front yard parking and the balances that led to the decision. He said parking problems became more prevalent after the elimination of front yard parking. Captain Laurila said the Police Department does address permits to allow parking in the right of way for boats and trailers.

   M. Curran said the intention from the Committee was to be on a block by block basis to not permit as much front yard parking. Director Stachewicz asked the Department Heads for their thoughts. Superintendent Cambensy spoke about operations and said the feasibility of block by block could work, but that that there could still potentially be some logistical challenges.

   S. Jones asked if people need a parking plan to establish rentals. Director Stachewicz said yes and talked about consolidated parking being an option permitted by the LDC. City Planner Stensaas explained the LDC provisions.

   Director Stachewicz asked Captain Laurila if the Police Department issues tickets or tows vehicles that are in violation of the parking ban. Police Captain Laurila spoke about enforcement operations.

   Chairman Bonsall said thanks for the discussion and said it helped him understand that the winter parking ban is important to city departments. He also said it was interesting that there are no particular

patterns of winter parking ban violations that could be tied to a particular housing type. He said the committee really needed to have this conversation and the recommendations in their report are not by any means a requirement.

M. Curran asked what they breakdown was of percentage of tax income in the City.

Finance Director Simpson said 43.5 percent is tax income is commercial and 55.5 percent is residential. He also said it is important to remember that the City cannot act as a bank, therefore, any City involvement in housing cannot have the General Fund make direct subsidies. He said public/private partnerships are gaining support at the federal level and using such a word may help garner support. He also asked the Committee to please have a long term view due to legacy costs as he still looks at agreements made 50 years ago that place a burden on the finances of the City.

M. Curran asked what agreements. Director Simpson said there are many examples he could get back to them with. D. Smith asked if some changes were due to policy. Director Simpson said yes.

Director Stachewicz handed the floor back to the chair.

E. Bonsall said the DDA had been successful in working with MEDC. He asked about grant funding and the Redevelopment Ready Certification process. Director Stachewicz said the City is nearly certified and that may open up some funding. However, it would at least lead to technical assistance.

M. Curran asked if forms and applications can continue to be streamlined and would like to see more of them available electronically.

S. Jones asked the Department Heads if they had any input or suggestions. Assistant City Manager Hobbins spoke about Brownfield. Director Stachewicz said he believes the housing issue to be a regional issue that should include cooperation from all jurisdictions.

Chairman Bonsall asked about donation of property versus sale of property as he had some interest from Habitat for Humanity. Finance Director Simpson spoke about the legal requirement that a municipality must receive compensation in exchange for any service or property. Director Stachewicz spoke about the City Code requirements found in the section addressing property sales. He said that could be amended, however, it was put in there to prevent shady deals.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 9:21 a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
April 13, 2021

A meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, April 13, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, Chair E. Bonsall, W. Premeau, J. Stark, and D. Smith (arrived late)
Absent: A. Adan (excused)

AGENDA

It was moved by S. Jones, seconded by R. Chapman, and carried 6-0 to approve the agenda as presented.

NEW BUSINESS

1. **Approval of the March 25, 2021 Meeting Minutes**

   It was moved by R. Chapman, seconded by S. Jones, and carried 6-0 to approve the March 9, 2021 meeting minutes as presented.

2. **Presentation – Homelessness in Marquette by Nick Emmendorfer, Room at the Inn**

   Chairman Bonsall said now was the time to receive a presentation on homelessness in Marquette and introduced Nick Emmendorfer of Room at the Inn, a local homeless agency.

   Mr. Emmendorfer shared his screen and gave a presentation on homelessness in Marquette. He gave a history on Room at the Inn from 2007 to the present. He gave details on the services provided through their program and shelter. He also said the role of the housing shelter is like a medical emergency room as it provides short term care for people. He said that removal of barriers such as breathalyzers has assisted with admittance and a focus on a behavior standard has been a better solution. Mr. Emmendorfer said apartments in the area are extremely high and the vouchers available do not cover the costs. He also said that eviction diversions are up and there is a serious increase in people who are on the brink of being homeless. He said that the homeless issue is not mental illness, criminal history, or drugs. He said that people living in houses have those afflictions also. He said the community needs to focus on providing more housing so people can work on their afflictions. He said that by giving people a place to go, the number of police reports on homelessness has declined. He spoke about the levels of acuity for different types of people and how they are classified.

3. **Presentation – Permanent Supportive Housing by Ryan Redmond, Superior Housing Solutions**

   Ryan Redmond shared his screen and gave a presentation on Superior Housing Solutions. He said they facilitate housing support and solutions for the chronically homeless. He gave a history on their creation from 2017 to present. He said they created a transitional residency and then have transferred to an intentional community. He said there are gaps in services that can be provided by Superior Housing Solutions. He said their services include street outreach, workforce development, and supportive housing and gave an overview of each service. He said barriers include lack of units, zoning, public perception, and real estate costs.

   Chairman Bonsall said now was the time for questions and answers between the committee and the presenters. He asked the presenters what main policies the City could do to assist them. Mr. Emmendorfer said increasing rapid recovery units. S, Jones asked whether he meant the City should buy, build, and provide the housing, or change the zoning to facilitate the housing. Mr. Emmendorfer said it would be preferred if the City took the lead and said Ann Arbor is a great model. Mr. Emmendorfer gave the data on number of units needed.

M. Curran asked if the eviction data was due to afflictions. Mr. Emmendorfer said he did not have that information. M. Curran advised that the Federal Government has prohibited evictions. S. Jones asked about the zoning. Ryan Redmond said the zoning currently does not permit permanent supportive housing. Director Stachewicz said he believed this was covered in the new Land Development Code. City Planner Stensaas explained the current code. Director Stachewicz advised the committee to include in their final report a change to the definition of Intentional Communities to include Permanent Supportive Housing.

J. Stark asked what type of housing is most needed now. Mr. Emmendorfer said more apartments are needed but there needs to be specific reservations in all new units for rapid recovery and permanent supportive housing.

S. Jones asked about the stigma associated with homeless people moving into a neighborhood. Mr. Emmendorfer presented data and said police contacts are down significantly since Room at the Inn has been opened.

W. Premeau asked who pays for the damage repairs needed after people leave the rapid units. Mr. Emmendorfer said the solution is permanent supportive housing and the program managers would be responsible. M. Curran suggested that any funding should be a minimum of a years' worth because anything less would be too much of a cost for any landlord.

Chairman Bonsall thanked Mr. Emmendorfer and Mr. Redmond for their presentations.

4. **Presentation – Low-Income Housing in Marquette by Sharon Maki and Jackie Stark, Marquette Housing Commission**

J. Stark gave a presentation on the Marquette Housing Commission. She said there are 257 public housing units in the City of Marquette. She also said there are 107 applicants on the wait list with a 6 to 12 month waiting period for each applicant. She said the Housing Commission also can provide vouchers for people as well and they are currently assisting 38 families in Marquette and the surrounding communities. She spoke about the facilities they have and all the updates that have been completed.

E. Bonsall asked what the waiting times are for Lake Superior Village and vouchers. Director Maki said the list for Lake Superior Village is relatively short because the renovations are complete, and they are now filling the apartments. She said the waiting list for vouchers is many years.

There was discussion regarding evictions. Director Maki said the Housing Commission generally is not permitted to occur due to judges recognizing them as low income housing. S. Jones said evictions generally occur for a reason and it is important to recognize and address the behavior that leads to an eviction.

S, Jones asked how the wait list numbers compare to previous years. Director Maki said that numbers on the wait list are down compared to the last 10 years. D. Smith asked if there was a reason why the wait list is smaller. Director Maki said the wait list is down due to other choices and vouchers. She said that a lot of people have moved to rent out at K.I. Sawyer.

W. Premeau said that there are some people living in public housing that are multi-generational and that is against the purpose of the program. Director Maki said she was aware of that issue and has monitored it. She also spoke about a generational family that recently moved out and bought a house. Mr. Emmendorfer said the goal of the program is to get people back on their feet and not provided a permanent solution for people to be lazy.

Mr. Emmendorfer asked if the Marquette Housing Commission had discretion with regards to appeals for housing denials. Director Maki said it depends on the offense and something like a making methamphetamine in public housing would not be appealable.

Director Maki asked if this is a good environment to build more housing in. M. Curran and S. Jones said it is not. M. Curran said costs are too high and rents are too low.

COMMITTEE MEMBER COMMENT

Chairman Bonsall spoke about the next meeting and their discussion topics. He also gave an update on some discussions he has had with outside organizations. He said he will assemble the notes for the group.

S. Jones said the U.P. Homebuilders summit is on Facebook this weekend.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 12:04 p.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
June 2, 2021

A special meeting of the Marquette City AHHC Commission was duly called and held at 9:00 a.m. on Wednesday, June 2, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, Chair E. Bonsall, J. Stark, A. Adan, W. Premeau, and D. Smith
Absent: None

AGENDA

It was moved by S. Jones, seconded by R. Chapman, and carried 8-0 to approve the agenda as presented.

PUBLIC COMMENT

None

NEW BUSINESS

1. **Approval of the May 11, 2021 Meeting Minutes**

   It was moved by S. Jones, seconded by R. Chapman, and carried 8-0 to approve the May 11, 2021 meeting minutes as amended.

2. **Review of the Draft Final Report the City Commission**

   The Committee held discussion and made several edits to the Draft Final Report.

COMMITTEE MEMBER COMMENT

Chairman Bonsall said he will work with Director Stachewicz to put the finishing touches on the Draft Final Report and send it out to the Committee prior to their next meeting.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 10:30 a.m.

Prepared by:

Jackie Stark, Secretary

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY AD HOC HOUSING COMMISSION
June 8, 2021

A special meeting of the Marquette City AHHC Commission was duly called and held at 10:30 a.m. on Tuesday, June 8, 2021 by remote means (due to the COVID-19 pandemic).

ROLL CALL
Present: R. Chapman, S. Jones, M. Curran, Chair E. Bonsall, J. Stark, A. Adan, W. Premeau, and D. Smith
Absent: None

AGENDA

It was moved by R. Chapman, seconded by M. Curran, and carried 8-0 to approve the agenda as presented.

PUBLIC COMMENT

Chairman Bonsall read correspondence from Anna Dravelin regarding rent increases into the record. S. Jones said she had heard about the situation and advised that the rent had been increased due to a number of deficiencies that were legacies of the previous owner.

NEW BUSINESS

1. **Approval of the June 2, 2021 Meeting Minutes**

   It was moved by R. Chapman, seconded by D. Smith, and carried 8-0 to approve the June 2, 2021 meeting minutes as amended.

2. **Review of the Draft Final Report the City Commission**

   The Committee held discussion and made several edits to the Draft Final Report.

   It was moved by M. Curran, seconded by J. Stark, and carried unanimously to approve the Ad-Hoc Housing Committee Final Report to the City Commission as edited at the meeting.

COMMITTEE MEMBER COMMENT

Chairman Bonsall and Committee members thanked each other and City Staff for their assistance during the process.

ADJOURNMENT
The meeting was adjourned by Chair E. Bonsall at 11:22 a.m.

Prepared by:

Jackie Stark, Secretary

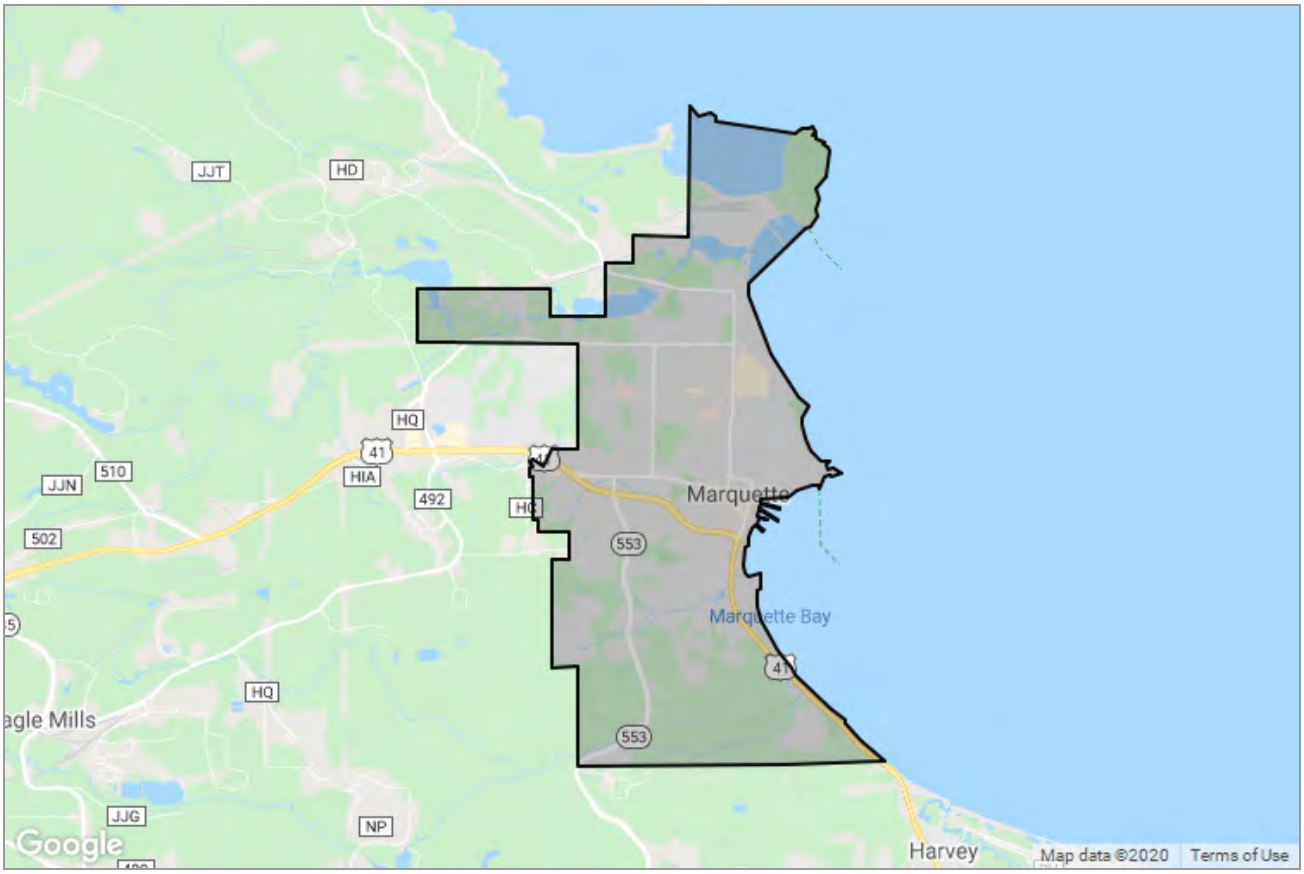
Appendix B

Neighborhood Housing Report

Upper Peninsula Association of REALTORS®

NEIGHBORHOOD REPORT

Marquette, Michigan



Presented by

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Neighborhood: Housing Stats and Charts

	Marquette (City)	Marquette County	Michigan	USA
Median Estimated Home Value	$220K	$195K	$209K	$253K
Estimated Home Value 12-Month Change	+2.3%	+2.3%	+3.4%	+3.5%
Median List Price	$260K	$183K	$220K	$130K
List Price 1-Month Change	+4%	-3.4%	+0.5%	+0.1%
List Price 12-Month Change	+8.3%	+1.4%	+10%	+4.1%
Median Home Age	51	54	38	41
Own	48%	69%	71%	64%
Rent	52%	31%	29%	36%
$ Value of All Buildings for which Permits Were Issued	–	$20.2M	$4.57B	$271B
% Change in Permits for All Buildings	–	-3%	-7%	+4%
% Change in $ Value for All Buildings	–	+6%	-7%	+5%

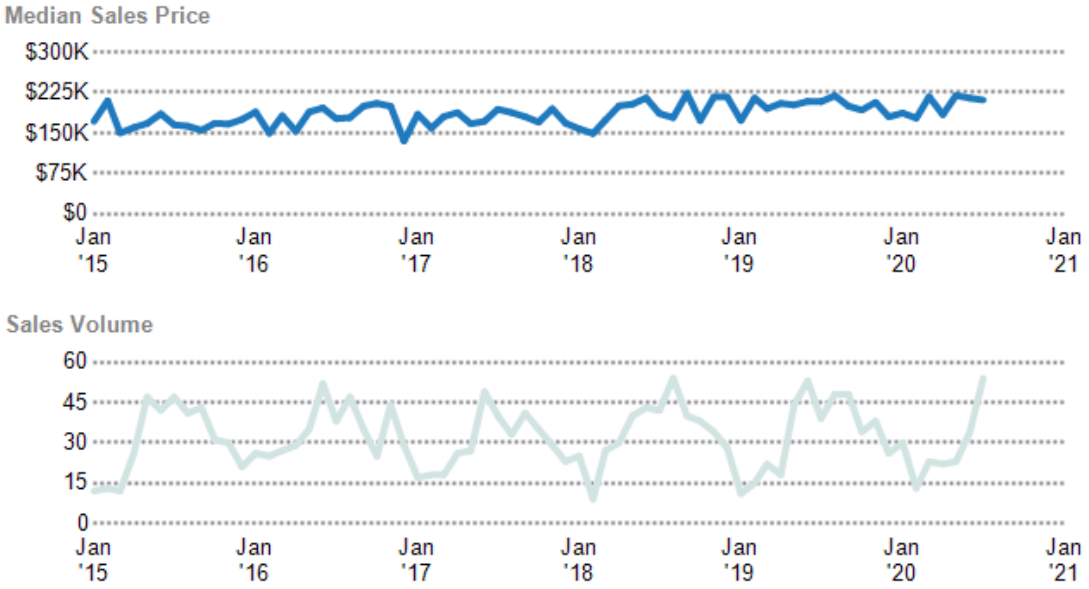
Median Sales Price vs. Sales Volume

This chart compares the price trend and sales volume for homes in an area. Home prices typically follow sales volume, with a time lag, since sales activity is the driver behind price movements.

Data Source: Public records and listings data

Update Frequency: Monthly

- Median Sales Price Public Records
- Median Sales Price Listings
- Sales Volume Public Records
- Sales Volume Listings



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Median Listing Price vs. Listing Volume

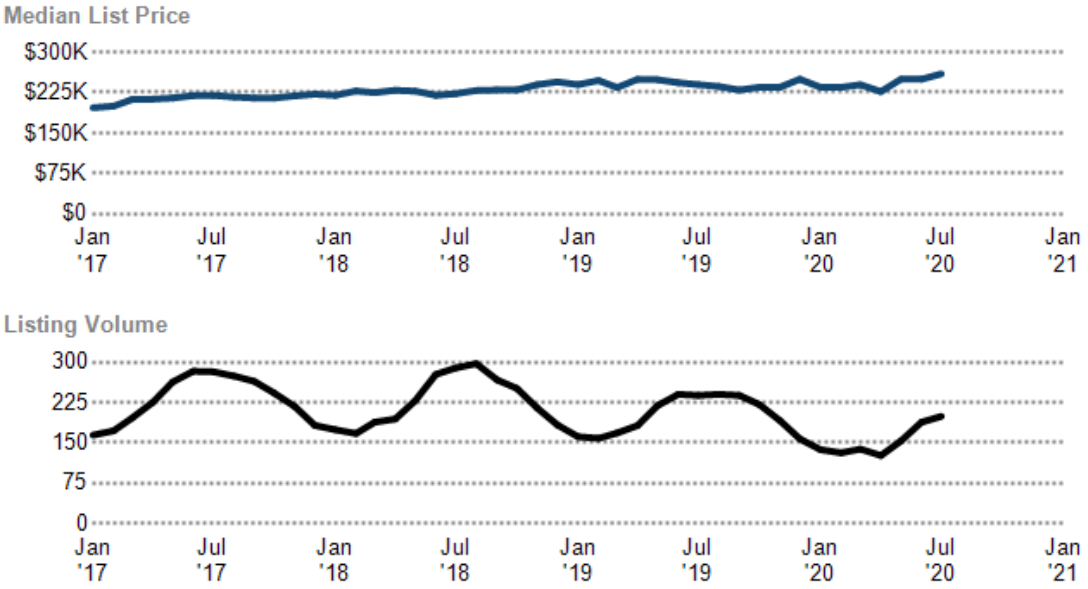
This chart compares the listing price and listing volume for homes in an area. Listing prices often follow listing volume, with a time lag, because supply can drive price movements.

Data Source: On- and off-market listings sources

Update Frequency: Monthly

Median List Price

Listing Volume



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Neighborhood: People Stats and Charts

	Marquette (City)	Marquette County	Michigan	USA
Population	20.9K	66.9K	9.96M	323M
Population Density per Sq Mi	1.84K	37	176	–
Population Change since 2010	-2.4%	-1%	+2.2%	+7.7%
Median Age	28	39	40	38
Male / Female Ratio	51%	50%	49%	49%

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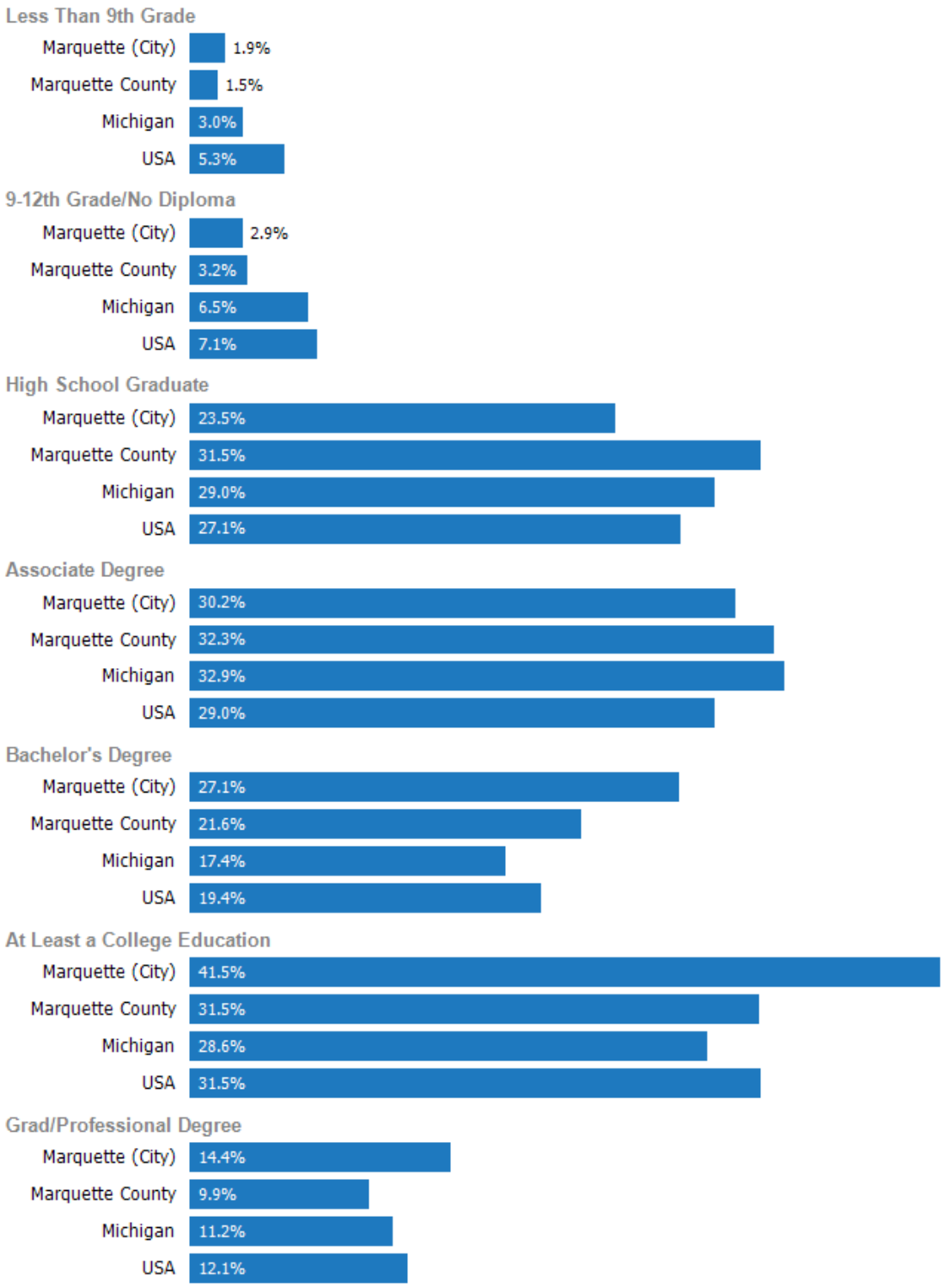
Education Levels of Population

This chart shows the educational achievement levels of adults in an area, compared with other geographies.

Data Source: U.S. Census American Community Survey via Esri, 2016

Update Frequency: Annually



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Population of Children by Age Group

This chart shows the distribution of the population of children by age range — from birth to 17 — in the area of your search.

Data Source: U.S. Census

Update Frequency: Annually

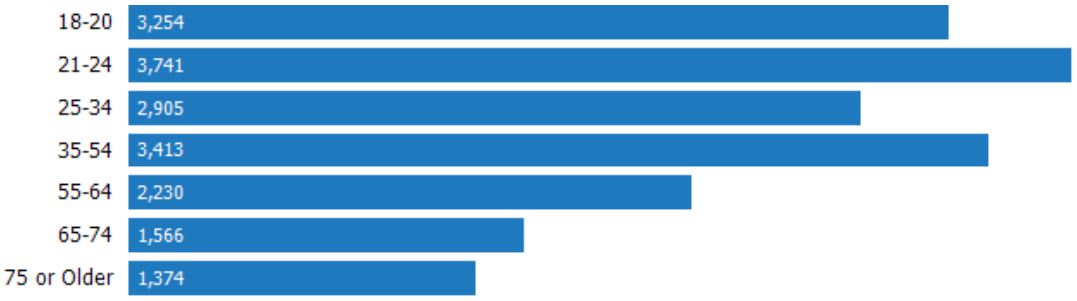
Marquette

Population of Adults by Age Group

This chart shows the distribution of the population of adults by age range — from 18 to 75-plus — in the area of your search.

Data Source: U.S. Census

Update Frequency: Annually



Marquette

Households With Children

This chart shows the distribution of households with children, categorized by marital status, in the area of your search.

Data Source: U.S. Census

Update Frequency: Annually

Marquette

Household Income Brackets

This chart shows annual household income levels within an area.

Data Source: U.S. Census

Update Frequency: Annually

Marquette

Presidential Voting Pattern

This chart shows how residents of a county voted in the 2016 presidential election.

Data Source: USElectionAtlas.org

Update Frequency: Quadrennially

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Neighborhood: Economic Stats and Charts

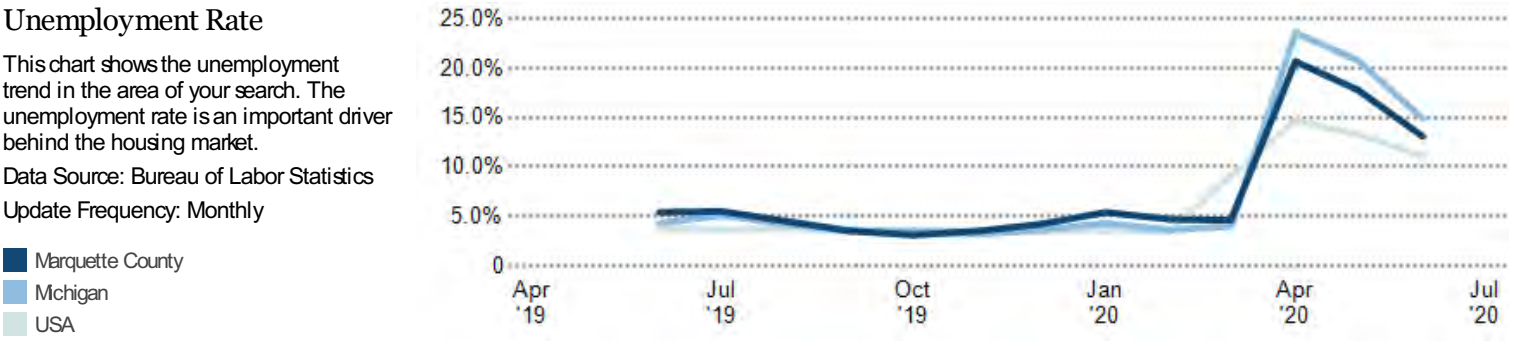
	Marquette (City)	Marquette County	Michigan	USA
Income Per Capita	$29,168	$25,550	$28,938	$31,177
Median Household Income	$40,398	$50,771	$54,938	$60,293
Unemployment Rate	–	13.1%	14.9%	11.1%
Unemployment Number	–	4.52K	744K	17.8M
Employment Number	–	30K	4.25M	142M
Labor Force Number	–	34.5K	4.99M	160M

Unemployment Rate

This chart shows the unemployment trend in the area of your search. The unemployment rate is an important driver behind the housing market.

Data Source: Bureau of Labor Statistics

Update Frequency: Monthly

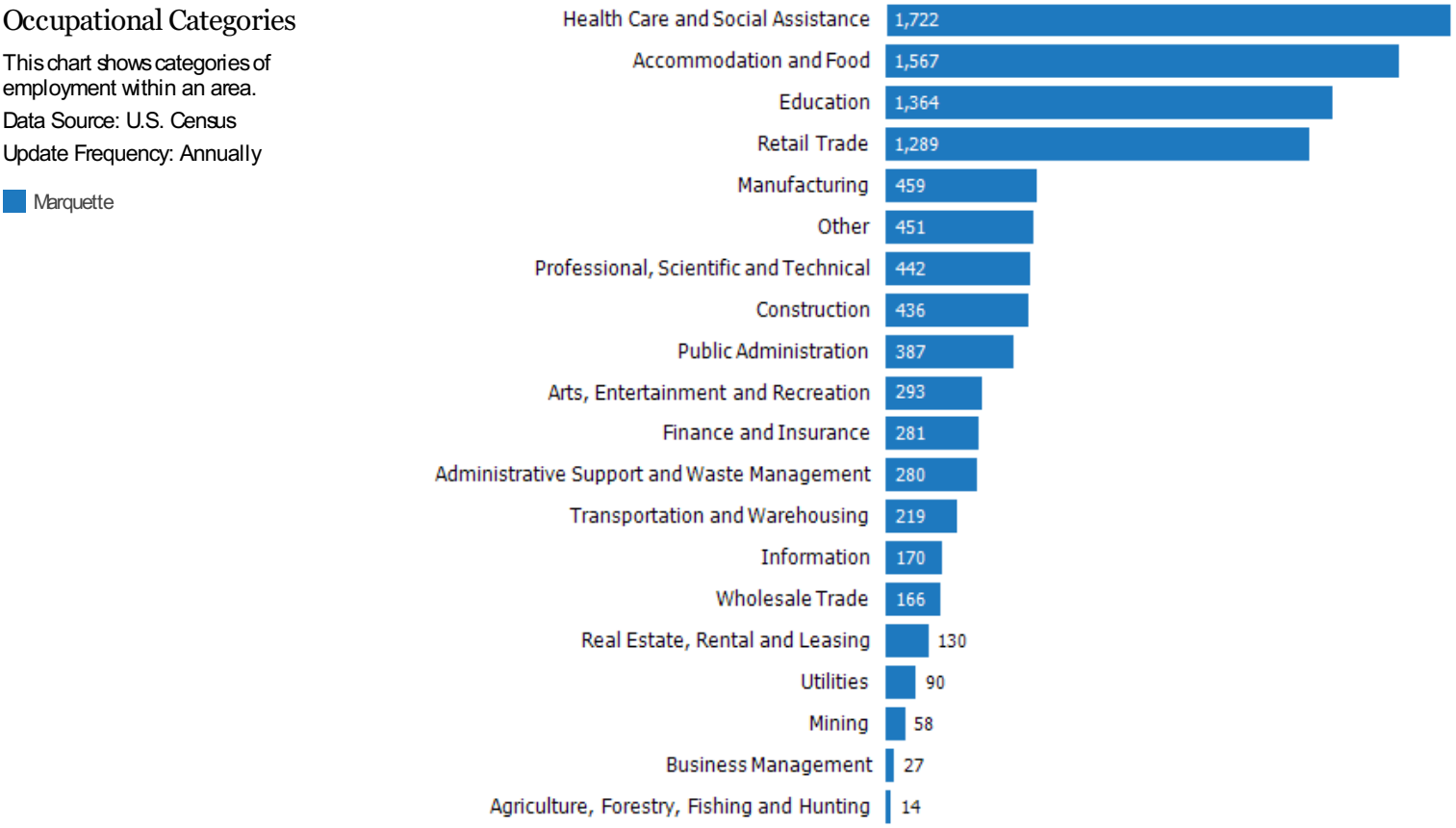


Occupational Categories

This chart shows categories of employment within an area.

Data Source: U.S. Census

Update Frequency: Annually



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Neighborhood: Quality of Life Stats and Charts

Quality of Life in 49855

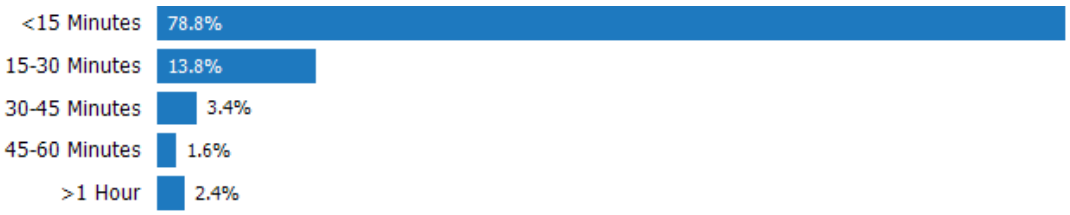
	Marquette (City)	Marquette County	Michigan	USA
Elevation (in feet)	245	245	179	–
Annual Rainfall (in inches)	35.01	35.01	33.27	–
Annual Snowfall (in inches)	72	71.96	60.38	–
Days of Full Sun (per year)	67	69	69	–
Travel Time to Work (in minutes)	12	18	24	27
Water Quality - Health Violations	–	0	–	–
Water Quality - Monitoring and Report Violations	–	1	–	–
Superfund Sites	1	1	96	2,395
Brownfield Sites	Yes	Yes	Yes	Yes

Average Commute Time

This chart shows average commute times to work, in minutes, by percentage of an area's population.

Data Source: U.S. Census

Update Frequency: Annually

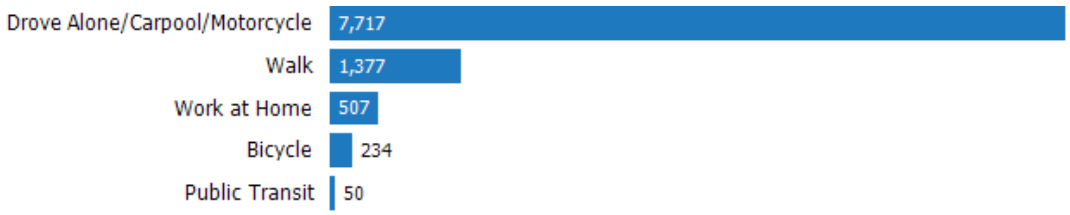


How People Get to Work

This chart shows the types of transportation that residents of the area you searched use for their commute.

Data Source: U.S. Census

Update Frequency: Annually



Average Monthly Temperature

This chart shows average temperatures in the area you searched.

Data Source: NOAA

Update Frequency: Annually

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About RPR (Realtors Property Resource)

- Realtors Property Resource® is a wholly owned subsidiary of the National Association REALTORS®.
- RPR offers comprehensive data – including a nationwide database of 164 million properties – as well as powerful analytics and dynamic reports exclusively for members of the NAR.
- RPR's focus is giving residential and commercial real estate practitioners, brokers, and MLS and Association staff the tools they need to serve their clients.
- This report has been provided to you by a member of the NAR.

About RPR's Data

RPR generates and compiles real estate and other data from a vast array of sources. The data contained in your report includes some or all of the following:

- **Listing data** from our partner MLSs and CIEs, and related calculations, like estimated value for a property or median sales price for a local market.
- **Public records data** including tax, assessment, and deed information. Foreclosure and distressed data from public records.
- **Market conditions and forecasts** based on listing and public records data.
- **Census and employment data** from the U.S. Census and the U.S. Bureau of Labor Statistics.
- **Demographics and trends data** from Esri. The data in commercial and economic reports includes Tapestry Segmentation, which classifies U.S. residential neighborhoods into unique market segments based on socioeconomic and demographic characteristics.
- **Business data** including consumer expenditures, commercial market potential, retail marketplace, SIC and NAICS business information, and banking potential data from Esri.
- **School data and reviews** from Niche.
- **Specialty data sets** such as walkability scores, traffic counts and flood zones.

Update Frequency

- Listings and public records data are updated on a continuous basis.
- Charts and statistics calculated from listing and public records data are refreshed monthly.
- Other data sets range from daily to annual updates.

Learn more

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Appendix C

CUPPAD Marquette County Housing Assessment

HOUSING MARKET ASSESSMENT

MARQUETTE COUNTY

DECEMBER 2020

CENTRAL U.P.
REGIONAL PROSPERITY
INITIATIVE

ABOUT THE HOUSING MARKET ASSESSMENT

The Central Upper Peninsula Planning and Development Regional Commission (CUPPAD) is a voluntary association of local governments that coordinate regional planning efforts related to economic, social, and physical development and conservation within its six-county region of Alger, Delta, Dickinson, Marquette, Menominee, and Schoolcraft Counties.

A number of housing-related challenges are present within the six-county region. These challenges include an increase in the amount of homes being purchased for seasonal residence, growth in the number of houses that are not being used for primary residences but rather as an investment tool through the use of Airbnb or Vacation Rental By Owner (VRBO), a mismatch between residential incomes and housing stock availability, and housing affordability. These issues are nuanced and differ among the six counties within CUPPAD's planning area.

CUPPAD has developed a multidisciplinary study to collect, organize, and review demographic, economic, and housing data that are influencing housing issues. Additionally, Focus Groups were formed to ground truth the data and to provide additional, real life anecdotes regarding experiences with housing issues. The data and community narratives inform this report. Full data sets can be available upon request.

MARQUETTE COUNTY

Marquette County leaders in the public and private sector have been paying close attention to the housing market and how trends have shifted in recent years. One topic of importance to leaders is how to maintain affordability with both new development and redevelopment efforts given high construction costs and skilled labor shortages. In Ishpeming and Negaunee, residents appreciate the affordable cost of living, but remark that it can be challenging to spur new housing development efforts; more than half the housing stock in these communities is over 50 years old and often in need of repair. In the City and Township of Marquette, housing prices are rising consistently and threaten displacement, particularly for potential younger home buyers. In addition, rent prices are at an all time high.

The following report was developed through data collection and analysis, as well as through feedback from public and private sector industry leaders, such as economic development specialists, contractors, lenders, and landlords. Data was largely sourced from the American Community Survey 2012-2017 5-year surveys.

A NOTE ABOUT THE CORONAVIRUS (COVID-19)

Please note that while this report is being released during a major global health pandemic, the bulk of the work including data collection, analysis, and focus group meetings occurred prior to the outbreak.

Impacts from Covid-19 are unprecedented in the modern world. Social distancing, self-isolation and self-quarantining, and travel restrictions have led to a reduced workforce across all economic sectors and caused many jobs to be lost. Schools and childcare facilities have closed down, and the need for commodities and manufactured products has decreased. Further, these societal adjustments are not expected to change until a vaccine is produced to protect the population against the sometimes deadly virus. As such, there are unforeseen economic affects that will exacerbate hardships for certain demographics. As of November 2020 we still face uncertainty in many topics, such as to when a vaccine will be produced and exactly how long and to what extent the economy will be impacted.

The majority of data contained in this report should be considered "pre-Covid" and does not reflect, for instance, impacts to wages or employment that are anticipated to result from the pandemic.

ANALYSIS IN BRIEF

Key findings

Trends indicate a hot housing market. Since 2000, the increase in housing prices in Marquette County ranks highest of Michigan's 83 counties.

This trend does now show itself equally across the county, however - one half of homes in Ishpeming and Negaunee are valued less than $100,000, while 40 percent of homes in Marquette City and Township are valued over $200,000. Per November 2020 realtor.com data, the average listing price between the three communities varies by as much as $160,000 (see page 26).

Local developers have referred to homes priced around $250,000 as "the sweet spot," as trends indicate this is a comfortable price point for prospective buyers and, for new builds, developers are able to profit from the sale. Approximately one-third of homes in Marquette are currently listed for sale around this price point, compared to less than five percent in Ishpeming and Negaunee.

Home prices are increasing more quickly than incomes. Median household incomes have risen by 36 percent between the years 2000 and 2017, while home sale prices have risen by 68 percent. Housing affordability is threatened when there is a gap between a rate of change in housing prices and the rate of change in incomes (see pages 11, 25).

A housing affordability challenge persists for renters. Although there are affordable housing services within the county, nearly half, 48 percent, of Marquette County renters are paying more than 30 percent of their income on rent, compared to only 17 percent of homeowners (see pages 32-33).

This impacts in particular those at the lower end of the income spectrum; 76 percent of renters earning at the lower end of the income spectrum - less than $20,000 per year - are paying more than 30 percent of their income on rent. More than 50 percent of renters in the subsequent income bracket - those earning $20,000 to $35,999 annually - are facing the same issue. The median rental price for all housing types in the City of Marquette listed in November 2020 is over $1,000 per month (see page 31). This indicates that a large proportion of lower income renters are impacted by rental rates that are pushing them beyond their means.

Conversations with the focus group participants revealed that there are no vacancies and lengthy wait lists for subsidized housing opportunities (see page 38).

ANALYSIS IN BRIEF

Key findings

One third of all households are headed by someone of retirement age in Marquette County. Further, those aged 45-64 comprise the largest age group in the county. As this age group ages, the retirement-aged population is projected to increase by the year 2030 (see page 9). This trend has implications for housing, as older residents may look to downsize and/or may require assisted living, in-home care, or healthcare linked with housing. Focus group participants in Ishpeming and Negaunee noted that older people wanting to sell often do not have an option for low maintenance living. Many want to take their pets or need main floor or options with an elevator and don't want to leave their communities of Ishpeming, Negaunee, Gwinn, or Skandia.

There is a high demand for a mix of housing formats. Market data shows that the median list price for condos and townhomes are substantially higher than that of single family homes in the City of Marquette (see page 30). This, coupled with the large proportion of elderly homeowners, indicate a near-term need for housing options that meet the needs of this demographic.

A large proportion of homes are older and in need of upgrades. Roughly 40 of homes in Marquette City and Township and 72 percent of homes in Ishpeming & Negaunee were built before 1950 or pre-WWII era. A look at homes listed for sale on the market reveal that older homes are priced lower than those more recently built (see pages 27-28). Older homes are less likely being maintained and may be out of sync with housing trends. Focus group participants expressed a desire for educational resources that teach residents how to affordably care for aging homes.

Current zoning may be limiting new development opportunities and impacting affordability. In Marquette, Focus Group participants noted that lot sizes and setbacks are limiting infill opportunities, tools that could incentivize affordability. Participants noted that by allowing a diverse array of housing types - multi-family, accessory dwelling units, cottage housing in more single family neighborhoods, density can increase without drastically changing neighborhood character (see page 38).

Opportunities exist to link new developments in conjunction with transit. Coordinating housing developments with existing infrastructure is the easiest target for quick and cost-effective antidotes to sprawl.

ANALYSIS IN BRIEF

Key findings continued

The stock of rental units is notably low and in high demand within portions of the community. At the time this report was written there were no rental units listed in Negaunee. In Marquette, the current asking median rental price for any size or housing type is over $1,000, which is close to $300 more than the median rental price according to American Community Survey data in 2017.

Conversion from some single family units to multi-unit residences could benefit the community. Communities should review local ordinances for district regulations that only permit single family by-right (R-1 zones) and amend those to allow more possibilities. For further discussion of this see page 30.

Single family households headed by women earn the least across all family types (see page 15)**.** These households are the most susceptible to suffering financial burdens from housing costs. Further, this reality is magnified in light of Covid-19, as many single-parent women headed households are disproportionately impacted by the economic hardships caused by the virus. For instance, distancing requirements impact access to childcare and, without flexibility in work schedules or the option to work from home, mothers often are forced to make difficult choices between adequate childcare and employment. Front-line workers such as those in the service or healthcare industries are also predominately female and have more interaction with the general population despite distancing requirements. Spillover impacts of this global pandemic are broad and far-reaching and will inevitably impact housing and the ability to make ends meet for some segments of the population.

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SECTION 1

DEMOGRAPHICS

POPULATION AND HOUSEHOLD TRENDS.....P. 8

AGE DISTRIBUTION.....P. 9

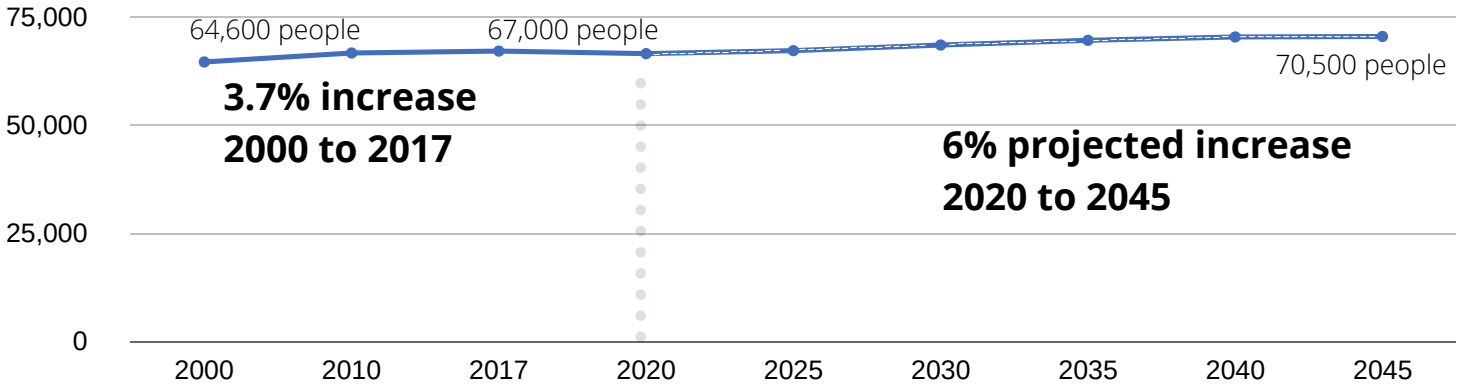
01 - DEMOGRAPHICS

Population and Household Trends

Population projections were obtained from the State of Michigan's Department of Technology, Management and Budget forecasts. The forecasts take into account historic rates of death, birth, immigration and out migration.

>> Understanding growth and shrinkage trends help planners and policy makers anticipate for the changing dynamics within their communities.

Chart 1. Marquette County Population: 2000-2017 and Projections: 2020-2045



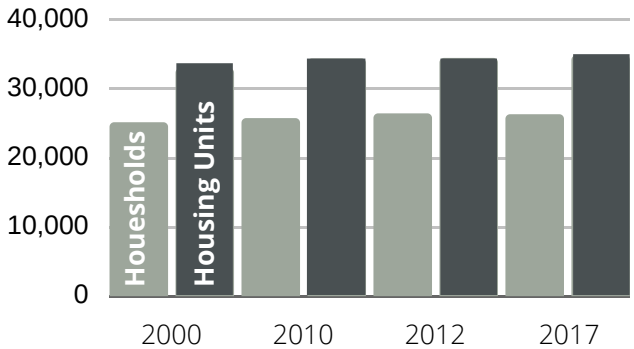
Marquette County's population has increased slightly since the year 2000. The county experienced a population loss from 1980's to 2000, after experiencing a steady increase from the 1950's to 1980. The county's population is projected to increase by six percent by 2045.

ACS-5 year estimates. 2017. S1901. Decennial Census. 2000, 2010. DP-1.
State of Michigan Department of Technology, Management and Budget. Bureau of Labor Market Information and Strategic Initiatives. "Michigan Population Projections by County through 2045." September 2019.

Number of Housing Units and Number of Households

The comparison of housing units to the number of households within a community is a basic measure of supply and demand. **>> Housing units should exceed the number of households within a community by a small margin, in order to ensure there is an adequate supply of dwelling units to house the total population.**

Chart 2. Number of households compared to housing units, Marquette County, 2000-2017



The total number of households within Marquette County has grown by 1,000 households over the last two decades. Approximately 1,850 housing units have been added to the community over the same time period. The surplus in housing units might be explained by second home units, as second homes add a housing unit but not a household to the housing inventory.

ACS-5 year estimates. 2017, 2012, 2010. DP04. Decennial Census. 2000,. DEC-Summary File 1.

01 - DEMOGRAPHICS

Age Distribution

Population and demographic data on are based on analysis of the Census Bureau's American Community Survey (ACS) and the age projections are sourced from the State of Michigan's Department of Technology, Management and Budget forecasts. Estimates account for the civilian, non-institutionalized population.

>> The age structure of a population affects key socioeconomic issues. For instance, communities with young populations (high percentage under age 15) might focus attention on schools, while counties with older populations (high percentage ages 65 and over) should invest in health sectors.

Age Distribution Today

The largest portion of the population is considered "working age" or between the ages of 18 and 65. The 18-34 age group is largest in Marquette, due, in part, to the presence of Northern Michigan University. The age group of school-aged children is slightly larger than the age group of retirees in Negaunee and Ishpeming.

As the large 35 to 65 year old group ages, the communities should be prepared to address an increase in healthcare needs and shifts in housing demands, as well as changes to the tax base.

Table 1. Age Distibution, 2017

Age Group	Marquette City & Township		Negaunee & Ishpeming	
	Count	Percentage	Count	Percentage
Population Under 18	2,800	12%	2,500	23%
Population 18-34	10,300	44%	2,300	20%
Population 35-65	7,000	30%	4,400	39%
Population 65 and over	3,200	14%	2,100	19%

ACS-5 year estimates. 2017. S1903, Census tracts. State of Michigan Department of Technology, Management and Budget. "Michigan Population Projections by County through 2045." September 2019.

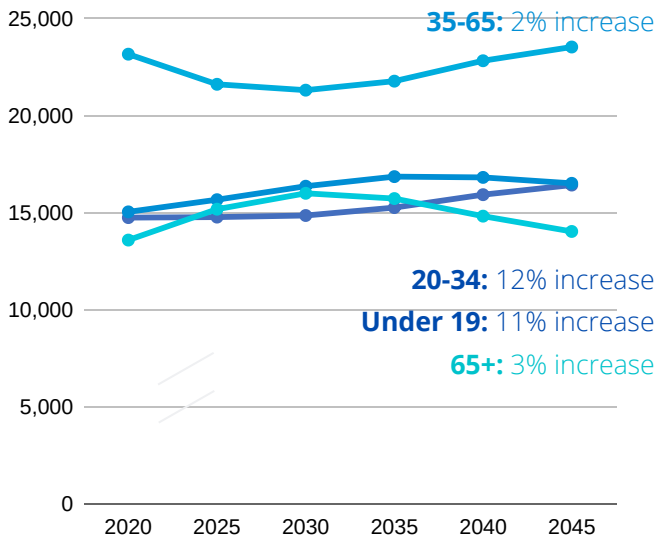
Population Projections: Marquette County

Statewide projections forecast an increase across all age groups. School-aged children and adults aged 20-34 are projected to increase the most, by 11 and 12 percent respectively.

The 65 and older age group increases in number by nearly 18 percent by the year 2030, and then subsequently levels out to today's population totals, increasing by only 500 more people by 2045.

The 35 to 65 year old age group is the largest in the county.

Chart 3. Change in Age Distribution Projection, Marquette County, 2020-2045



SECTION 2

SOCIOECONOMICS

MEDIAN HOUSEHOLD INCOMES

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02 - SOCIOECONOMICS

Median Household Income

Median household income, also referred to as the Area Median Income (AMI), is the midpoint of a region's income distribution – half of households in a region earn more than the median and half earn less.

In the U.S., median household incomes vary by a number of factors, such as geography, family structure, age, race, sex, and education. The following pages will explore various median household income indicators and how these measures relate to housing and policy.

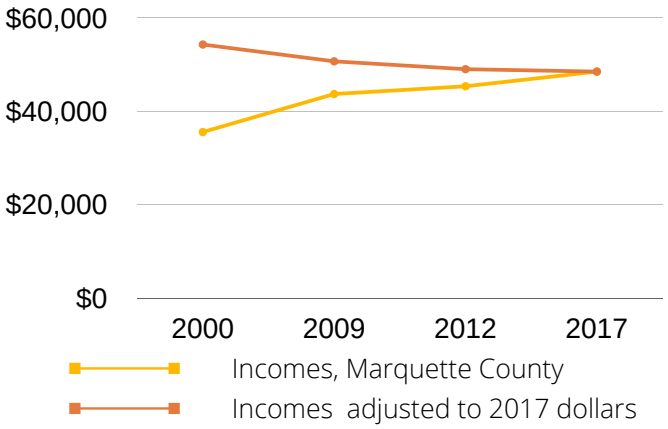
>>Income data highlights variations among populations and can help leaders evaluate policies to address associated challenges.

Median Household Income Over Time

The median household income in Marquette County in 2017 is $48,500. Median household incomes rose by 36 percent between 2000 and 2017 (see chart 4). However, when adjusted for inflation to 2017 dollars we see that incomes have not kept up with inflation and actually decreased by 11 percent. Notably, incomes rose slower between 2009 and 2017 than they did between 2000 and 2009, due to the 2008 recession and recovery period between 2010 and 2014.

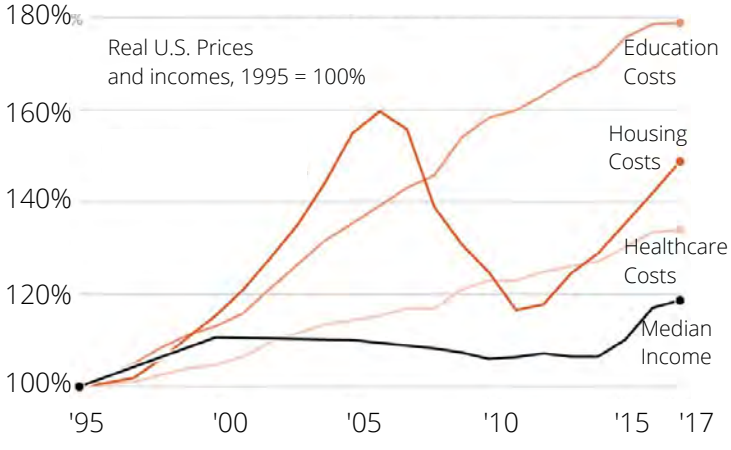
A 2019 study conducted by the Organization for Economic Cooperation and Development looked at rates of change in a number of indicators between 1995 and 2017 (see chart 5). While median incomes rose by 20 percent within this 22 year spread, spending on healthcare, education, and housing rose between 30 and 80 percent (see chart 5). The study found that American households spend significantly more of their budgets on housing and less on items like food than they did in previous decades. Rising costs leave households facing difficult choices between choosing to pay for more immediate needs like housing and food rather than education and preventative and/or regular healthcare like checkups and dentist appointments.

Chart 4. Median household income 2000-2017, Marquette County



ACS-5 year estimates. 2012, 2009, 2017. S1901. Decennial Census. DP03. https://www.bls.gov/data/inflation_calculator.htm

Chart 5. Change in Household Expenses, 2000-2017, U.S.



NY Times. Tara Siegel Bernard and Karl Russell. October 3, 2019. "The Middle-Class Crunch: A Look at 4 Family Budgets"

02 - SOCIOECONOMICS

Area Median Income by Household Type

The Area Median Income (AMI) is the midpoint of a region's income distribution – half of families in a region earn more than the median and half earn less. Households are broken into two groups: families and non-families. A family household is two or more people (one of whom is the householder) related by birth, marriage, or adoption residing in the same home. A non-family household may consist of a person living alone or multiple unrelated individuals living together. These two household groups are further divided into subgroups: families (1) with (2) without children, (3) married couple families, (4) single parent households, etc. and non-families (1) female householder and (2) male householder. Family and non-family numbers contain the universe of family and non-family types in their counts.

>> U.S. ACS data shows that median incomes vary depending on the type of household described.

Sixty percent of all households in Marquette County are families (see chart 6), with married-couple families accounting for 80 percent of total families and 48 percent of total households in the county (see chart 7). Non married and/or single parent households account for approximately 20 percent of familial households in the county. There are three times the amount of female single parent families than male single parent families in the county.

More than half of the households in the City and Township of Marquette are non-families, likely due to the presence of Northern Michigan University. In Ishpeming and Negaunee, 53 percent of households are families and 47 percent are non family households (see chart 8).

Chart 6. Household composition: families & non families, Marquette County

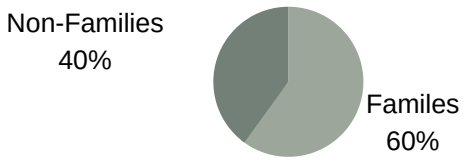


Chart 7. Estimated number of households by type, Marquette County

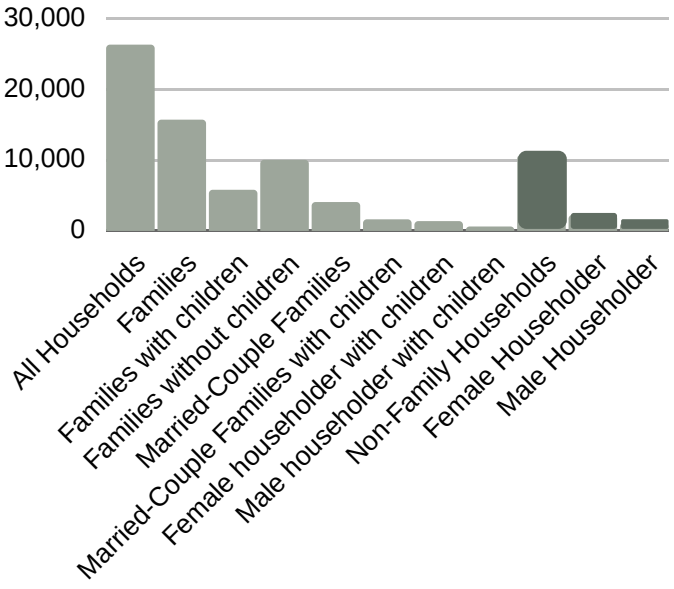
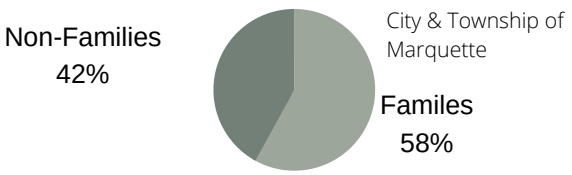
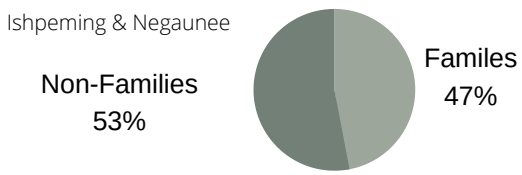


Chart 8. Household composition: families & non families, City & Township of Marquette (left), Ishpeming & Negaunee (right)





ACS 5-year estimates. 2017. S1901.

02 - SOCIOECONOMICS

Area Median Income by Household Type, cont.

The Area Median Income (AMI) is the midpoint of a region's income distribution – half of families in a region earn more than the median and half earn less. Households are broken into two groups: families and non-families. A family household is two or more people (one of whom is the householder) related by birth, marriage, or adoption residing in the same home. A non-family household may consist of a person living alone or multiple unrelated individuals living together. These two household groups are further divided into subgroups: families (1) with (2) without children, (3) married couple families, (4) single parent households, etc. and non-families (1) female householder and (2) male householder. Family and non-family numbers contain the universe of family and non-family types in their counts.

>> U.S. ACS data shows that median incomes vary depending on the type of household described.

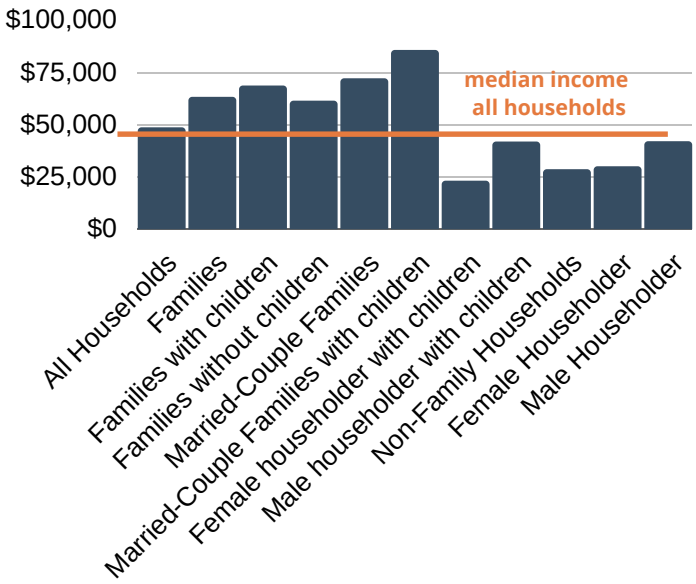
Married couples with children are the highest earners across household types (see chart 9). Married-couple families with children earn approximately $20,000 more than the county-wide median household income.

Non-family households earn approximately $20,000 less than the median household.

Single male householders with children (3 percent of families) earn approximately $7,000 less than the median household income ($41,700), but $19,000 more than single female householder homes with children (8 percent of families; $22,800 annually).

Females earn approximately $12,000-$19,000 less annually than their male counterparts across all single earner household types.

Chart 9. Median household income by household type, Marquette County



ACS 5-year estimates. 2017. S1901.

02 - SOCIOECONOMICS

Area Median Income by Age of Householder

Age can make a significant difference when comparing financial resources. Some who have been in the workforce for a number of years will earn more than those who are just starting out; retirement-aged residents tend to earn less than those that are active in the workforce, as these populations are likely living on a fixed income of social security or retirement savings.

Important to keep in mind is the share of the population in each age bracket, and how this will change in upcoming years. According to the U.S. Department of Housing and Urban Development, by 2050 the population of individuals who are 65 and older in the United States is projected to double, growing faster than any other age group.

Chart 10. Median household income by age

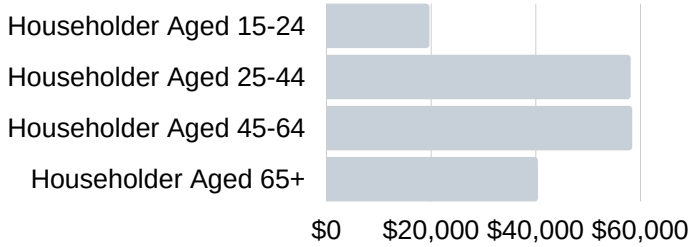
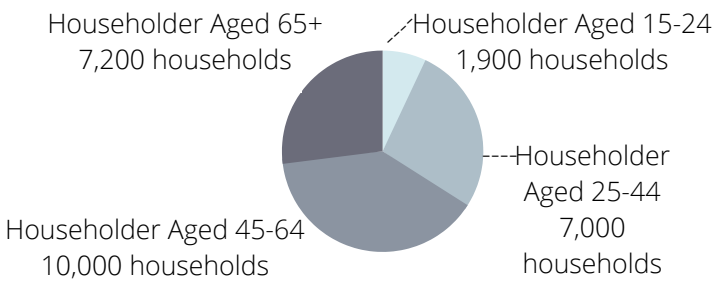


Chart 11. Number of households by age group



ACS-5 year estimates. 2017. S1903, S2301. Marquette County

The majority of households in Marquette County are headed by someone aged 45 to 64 (see chart 10); these households also earn the most of all age groups.

There are a nearly equivalent number of households that are aged 65+ as those between the ages of 25 and 44. Earnings are quite different between these two groups, however, with retirees earning approximately $18,000 less than the younger cohort. This is an important statistic to keep in mind when considering providing housing amenities and the associated costs for elderly populations.

Householders aged 15 to 24 or older comprise 7 percent of the total households in the county and are the lowest income earners.

Age and Housing

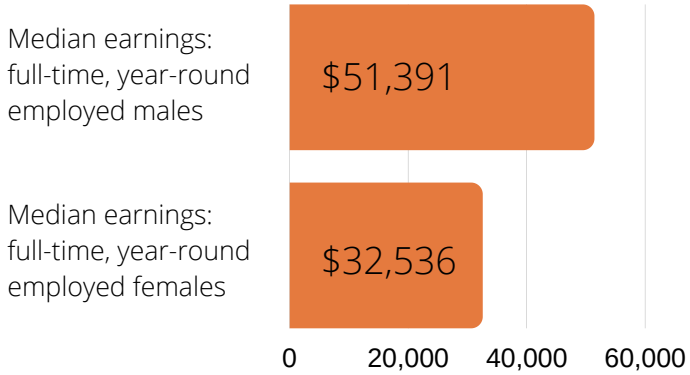
- **Today, one in four households is headed by someone of retirement age in Marquette County. The largest age group in the county is nearing retirement, those aged 45-64.**
- It is common for elderly populations to require a smaller home, less maintenance, ground-level or elevator accessible units, transportation services, nursing homes, assisted living and/or in-home care.
- To assist these populations, housing should be ADA accessible, can be linked with healthcare, and amenities should be matched to meet resident needs.

02 - SOCIOECONOMICS

Area Median Income by Sex

Area median incomes may also vary by sex, with women earning less than their male counterparts. There are a few factors contributing to this, such as the types of jobs prevalent in a community, workforce policies that fail to address the gender wage gap and/or support women with children, and familial roles that trend toward women staying home for some duration of time to care for children.

Chart 12. Median earnings by sex



ACS-5 year estimates. 2017. S2414. Marquette County, Michigan & United States.

On average, women earn approximately 63 cents to every dollar a man earns in Marquette County. This is much lower than the national and statewide average of 80 and 77 cents, respectively.

The wage disparity between males and females can exist for several reasons, including discriminatory practices and gender roles within a family: gender biases can occur in hiring and pay decisions, there may be a difference in performance bonuses between women and men, and women are more likely to have to balance their careers with home duties, resulting in mothers taking more time off work for family-related reasons. Strategies to increase female earnings in the county will help to raise household incomes more broadly and make the region more attractive for employment.

Addressing the Wage Gap

Single family households headed by women earn the least across all family types, making these households the most susceptible to suffering financial burdens from housing costs. When housing costs are high, one must choose between spending their limited incomes on housing versus other necessities. Spillover impacts of this scenario are broad, ranging from childhood hunger and learning and behavioral challenges to family displacement and homelessness.

Strategies to increase women's earnings might include:

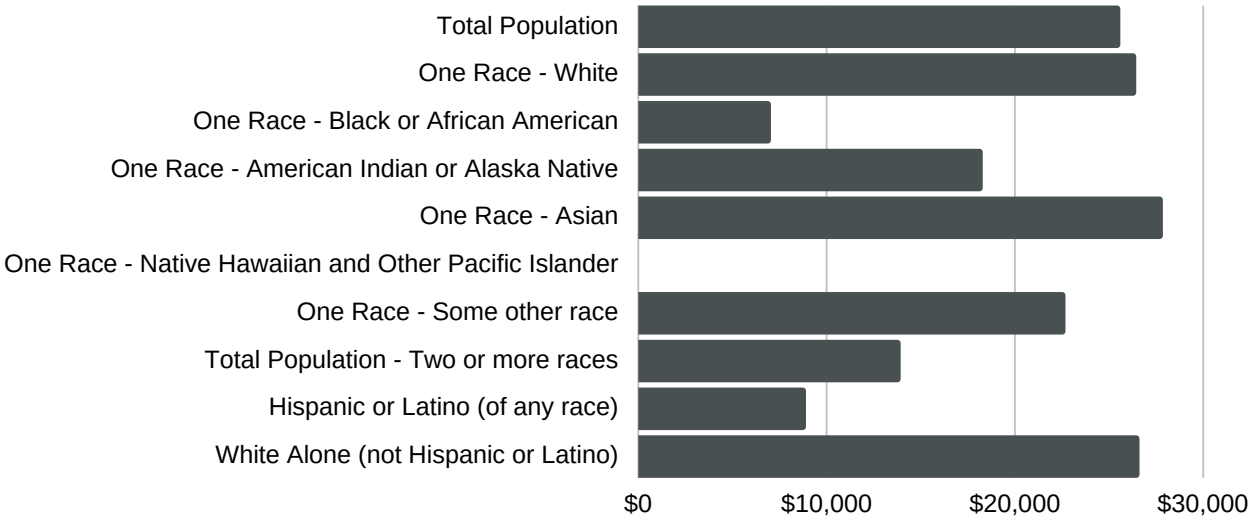
- Removing barriers and/or supporting women to engage in higher wage (traditionally male-dominated) industries;
- diversifying the economic base to provide additional opportunities;
- enhancing growth in sectors of which women might more often be employed;
- offering flexible, "family friendly" work schedules that allow employees to balance household duties with employment;
- supporting families during childbirth with paid maternity leave;
- offering opportunities for remote work options.

02 - SOCIOECONOMICS

Per Capita Income by Race

Incomes can vary by race and ethnicity in the U.S. While education is widely viewed as the key to upward mobility for all races, a 2016 analysis from the Pew Research Center found that the benefits of schooling do not manifest in equal upward mobility. For example, among those with a bachelor's degree, Black or African American people earn significantly less than whites ($82,300 for Black householders vs. $106,600 for whites). In fact, the study found that the income of Black or African American people at all levels of educational attainment lags behind that of their white counterparts. Despite decades of understanding that racial disparities exist, the wealth gap continues to widen among racial groups.

Chart 13. Per capita earnings by race



The per capita income of Black or African American, American Indian or Alaska Native, and Hispanic or Latino residents is notably less than that of white and Asian residents in Marquette County.

While people of color comprise a small proportion of the population, the per capita income differences between these racial groups is stark.

"On Views of Race and Inequality, Blacks and Whites Are Worlds Apart." Pew Research Center's Social & Demographic Trends Project, 27 June 2016, www.pewsocialtrends.org/2016/06/27/1-demographic-trends-and-economic-well-being/.

Implications for Home Ownership

Home ownership rates generally rise for all Americans who have higher incomes and more education, but the differences between home ownership rates for Black and white households persist. As of 2016 in the U.S., 72 percent of white householders own their own home, compared with 43 percent of Black householders. As is the case with household wealth, the white-Black gap in home ownership is also widening somewhat; in 1976, the home ownership rate among Blacks was 44 percent vs. 69 percent for whites. The same is true despite educational attainment – 58 percent of Black householders with a college degree own their home, compared with 76 percent of Whites.

02 - SOCIOECONOMICS

Area Median Income & Housing Affordability

The Area Median Income (AMI) is the midpoint of a region's income distribution – half of families in a region earn more than the median and half earn less.

>> For housing policy, income thresholds set relative to the area median income—such as 50% of the area median income—identify households eligible to live in income-restricted housing units and the affordability of housing units to low-income households.

The U.S. Department of Housing and Urban Development (HUD) calculates different levels of AMI by household size.

For Marquette County, with an area median family income of $62,900 in 2018, HUD defines housing affordability assistance thresholds for various household sizes as:

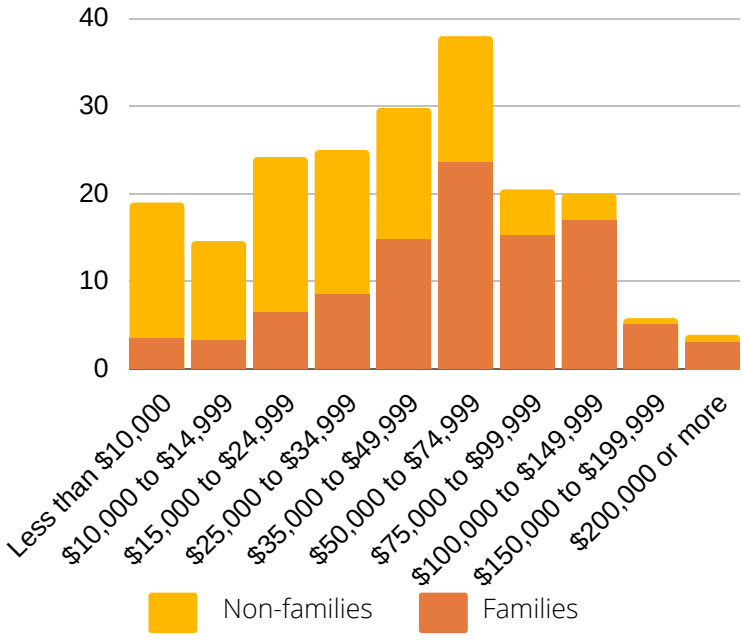
- 1 person: $35,250 or less
- 2 people: $40,250 or less
- 3 people: $45,300 or less
- 4 people: $50,300 or less

Those living below the income listed above could qualify for federal housing assistance programs.

Approximately 60 percent or 6,400 non-family households earn less than $34,999 annually, which is roughly the affordability assistance threshold for a one person household.

Forty-six percent or 7,000 familial households earn less than $49,999, the approximate affordability assistance threshold for households up to four people.

Chart 14. Distribution of Median Household Incomes of Families and Non-Families, as Percentage of Total Households



ACS-5 year estimates. 2017. S1901.

Ensuring housing affordability for all households

Approximately 13,000 households are living at or below the HUD threshold for housing affordability assistance in Marquette County. Further, 25 percent or 2,800 non-family households and 16 percent or 2,500 family households earn less than $24,999 annually. These metrics indicates a need for housing choice amongst the spectrum of incomes, including those living on a limited budget. Local leaders should understand the match between household incomes and the spectrum of housing price points that is available within the community and, if needed, develop policies to meet the needs of residents.

Further discussion of existing affordable housing programs in the county can be found on page 34.

02 - SOCIOECONOMICS

Living Wage

Another affordability indicator is the “living wage calculator," a metric developed by researchers at the Massachusetts Institute of Technology. The living wage calculator depicts the annual salary or hourly rate that an individual in a household must earn to support his or herself and their family. The measure accounts for typical household expenses including housing, food, medical expenses, childcare, and transportation within the local area. The estimate assumes the sole provider is working full-time (40-hour work week or 2080 hours per year). Similar to the HUD AMI measure, the living wage differs between household types, as factors such as household size and the presence of children impact the assumptions that form the “living wage” estimate. This data is calibrated to Marquette County.

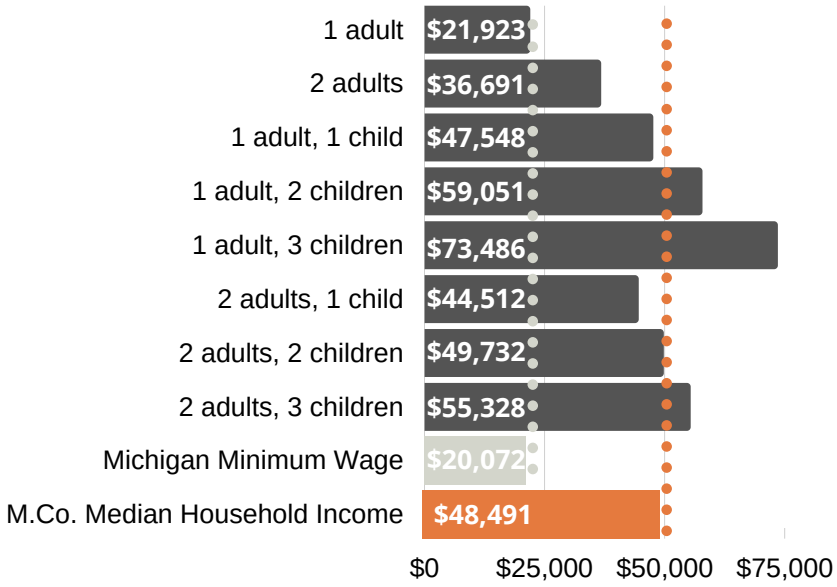
>>The living wage calculator goes beyond measuring how much one earns, depicting how incomes compare to the local cost of living.

The **orange dotted line** depicts household types that require incomes that are above or below Marquette County's median household income. Households that are not earning this living wage are those that would most benefit from social programs and access to affordable and deeply affordable housing.

The income required for 2 adult households with children is less than that required of 1 adult households with children, as childcare is presumably needed in a 1 adult household. This is opposite of reality, as married couple families earn substantially more than single parent homes in Marquette County.

The state minimum wage, **shown in the gray dotted line**, is lower than the area’s living wage for all household types.

Chart 15. "Living Wage" Income needs by household type



1. Glasmeier, Amy. Massachusetts Institute of Technology. “Living Wage Calculation for Dickinson County, Michigan” https://livingwage.mit.edu/counties/26043. 2. ACS-5 year estimates. 2017. S1903. Marquette County

$22,000

considered baseline for cost of living needs for one person in Marquette County

75%

of households earn more than $23,000 annually.

This translates to 13 percent of families and 44 percent of non-families **(approximately 2,000 families and 4,700 non-families)** earning less than the lowest "living wage" threshold.

SECTION 3

HOUSING

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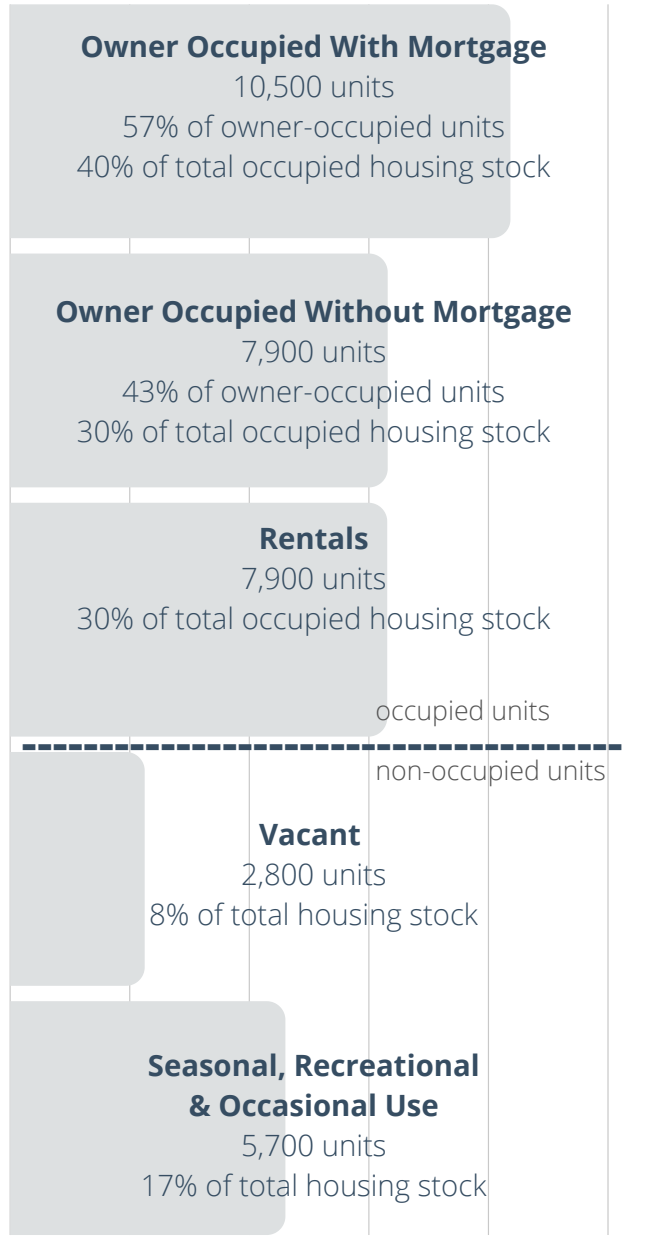
03 - HOUSING

Housing Tenure & Occupancy

In the most basic terms, housing tenure describes two forms of housing occupancy: renters and owners. There are degrees of variation within these classifications, from owning a home outright (mortgage-free) to mortgaged, renting publicly or privately, subleasing, short term vacation rentals, etc. Housing tenure does not define the type of home; for instance, renters may live in single family homes and home owners may live in multi-family condominiums.

>>Housing policy should offer a range of tenure options in order to support the diversity of the community. One form of tenure may work for a household at one point in life, but not another.

Chart 16. Housing occupancy, Marquette County



>> Average home ownership rates: 70%

Home ownership rates in Marquette County are typical of what they are nationally and throughout broader Michigan; approximately 68 percent of occupied homes are owner-occupied in the United States and 71 percent in Michigan.

>> Proportion of homeowners living mortgage-free: 43%

Approximately 43 percent of homeowners are living free and clear of a mortgage. These households are likely older residents that have lived in the same home 20-30 years, or long enough to pay off their mortgage. This trend is seen nationally; 41 percent of homes owned by Baby Boomers were mortgage-free in 2017. This could be a population that is eventually looking to downsize in order to lessen the load of maintaining their home. Units such as condos and townhouses could be appealing formats for this large group of homeowners.

>> Many homes used as secondary residences, camps, and/or seasonal rental homes: 17% of total housing stock

Seasonal, recreational & occasional use are not occupied year-round nor the primary residence of the homeowner. Vacation rentals, such as those listed on AirBnB or VRBO, would fall in this category, as would “camps” or cottages.

Source: U.S. Census Bureau, 2013-2017 American Community Estimates. 2017. S1901, S1903. Marquette County, Michigan and U.S.

03 - HOUSING

Housing Tenure & Occupancy, cont.

Same information as previous page; focus on city-level data.

>> High rental rates in Marquette City & Township (46%), low in Ishpeming & Negaunee (25%)

Housing tenure looks drastically different when zoomed in to city-level data. Rental units comprise almost half of all occupied units in Marquette City & Township, and only a quarter of occupied units in Ishpeming & Negaunee. There are more rental units in Marquette than there are owner occupied units with a mortgage in both areas combined.

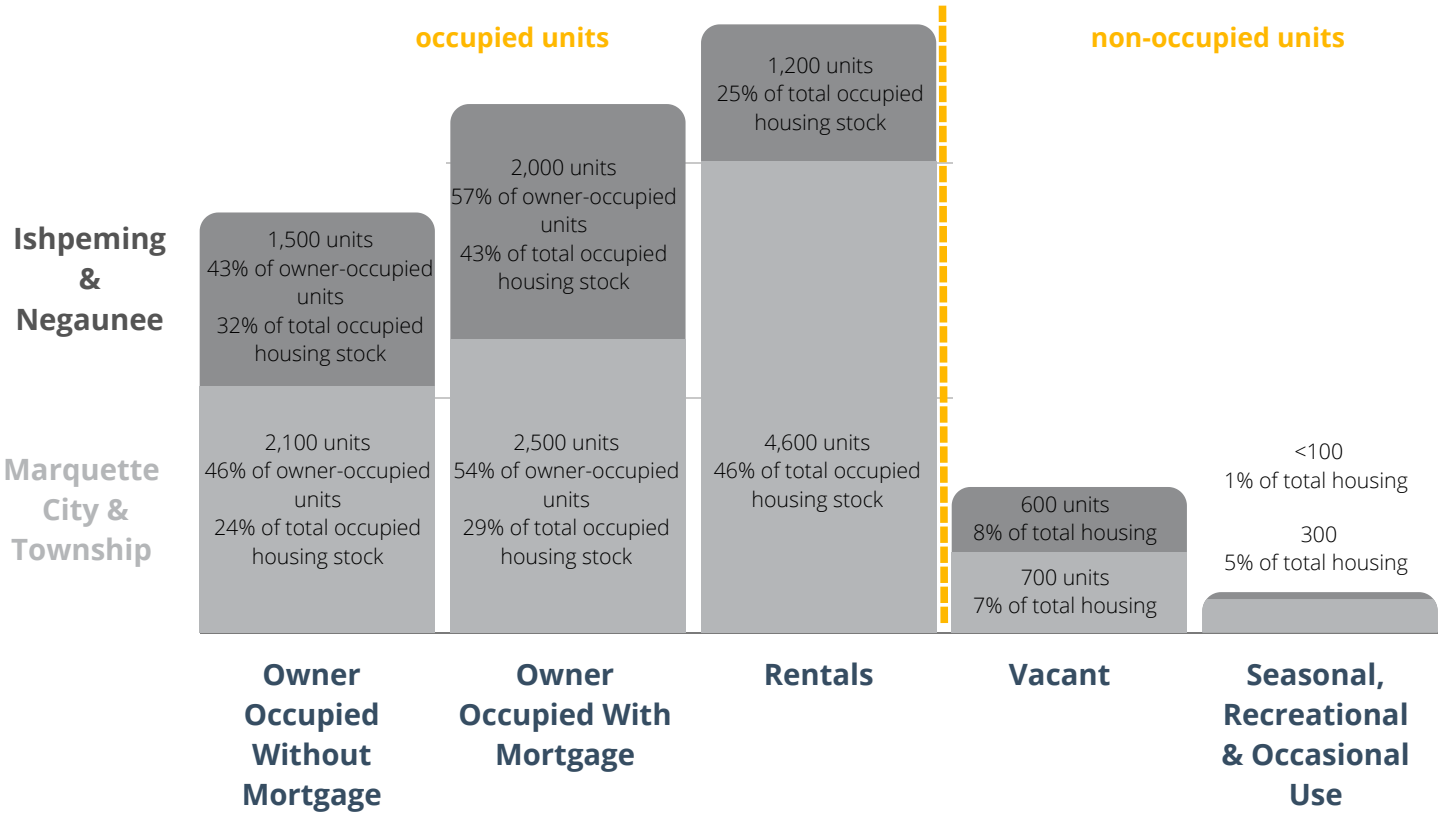
>> Nearly equivalent units with a mortgage in Ishpeming & Negaunee and Marquette.

While there are approximately 4,000 more occupied housing units in Marquette than in Ishpeming & Negaunee, there is a similar number of mortgage holders in the two areas (2,500 in MQT; 2,000 in I&N). This could indicate a more approachable home ownership market in Ishpeming and Negaunee than in Marquette.

>> Majority of seasonal homes in county rather than city area.

There are nearly 6,000 units considered seasonal within Marquette County (see chart x), but less than 500 of them are within the city areas.

Chart 17. Housing occupancy, Marquette City & Township (bottom); Ishpeming & Negaunee (top)



Source: ACS 5-Year Estimates. 2017. S1901, S1903. Census tracts of Marquette City & Township, Ishpeming & Negaunee

03 - HOUSING

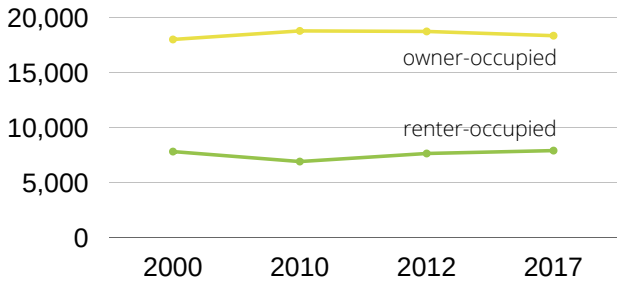
Housing Tenure Over Time

Many factors may impact housing tenure, such as community demographics, incomes, levels of housing prices, finance interest rates, down payment requirements, and housing availability.

>>It is important to observe changes in tenure over time, so that policy may adjust as needed to continue to support a range of tenure options.

The amount of owner-occupied units decreased slightly and the amount of renter-occupied units increased between 2010 and 2017 (see chart 18). This recent decline in homeownership could be the start of a downward shift and is consistent with nationwide trends.

Chart 18. Number of owner- and renter-occupied homes, 2000 - 2017, Marquette County



Declining Home Ownership Among Younger Generations

According to a report from the Urban Institute, a research-oriented institution that focuses on economic and social policy, home ownership for the millennial-aged population (people born between 1981 and 1997) in particular has decreased when compared to previous generations. The report cites census data that looks at home ownership rates for people aged 25-37 in 2015 (millennials today) compared to those same rates in 1990 (baby boomers) and 2000 (gen x-ers); home ownership rates in 2015 for this age group are approximately 7 percent lower than in previous generations.

Factors (of statistical significance) that are influencing decreased home ownership rates among younger generations:

- delayed marriage,
- increased racial diversity,
- levels of education debt.

Contrary to popular belief, the report found that attitudes toward home ownership have not changed among people in this generation -- broadly speaking, millennials would like to own their own homes but many are experiencing economic barriers that are preventing them from doing so.

Interestingly, the report also states that millennials are opting to live in more expensive, metro areas. For millennials not seeking an urban lifestyle, the lower cost of living and affordable housing prices may help boost home ownership rates for younger people choosing to put down roots in Dickinson County.

Retaining this population is critical to the future of Dickinson County and its workforce. It is less likely that employers can attract outsiders than keep or bring back those who have left. It is imperative to make an effort to understand these housing challenges before this population is lost.

Data Source: ACS 5-year Estimates. DP04. 2017 & 2012. Census 10-year Estimates. H004. 2010 & 2000. Marquette County. Choi, Jung Hyun, et al. "The State of Millennial Homeownership." Urban Institute, 18 July 2018, www.urban.org/urban-wire/state-millennial-homeownership.

03 - HOUSING

Housing Tenure by Family Type

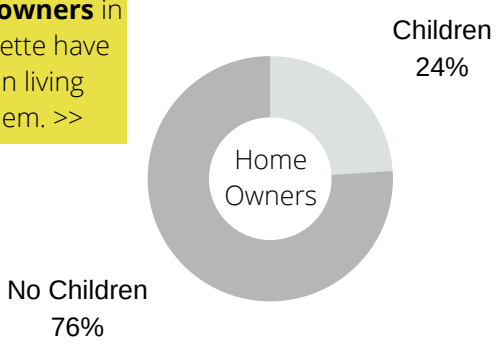
Housing tenure by family type provides information about the number and type of households that rent versus own their homes. This provides insights into specific needs such as housing size and amenities, and when paired with zoning and location data, can provide information as to the need for public services such as schools, healthcare facilities, and parks.

In the City & Township of Marquette, there is a higher likelihood of owner-occupied housing units having children than that of renter-occupied units, which points to the impact of the university on the rental housing market. Approximately 400 of the 3,500 rental units house children in these communities. College-aged renters are often younger and likely to cohabitate with unrelated roommates. **>>Affordability likely plays a critical factor in housing decision-making for this demographic, and will impact their ability to stay and work within the community post-graduation.**

Chart 19. Proportion of households with or without children by tenure, Marquette City & Township

6 out of 7 **renters** in Marquette do not have children living at home. >>

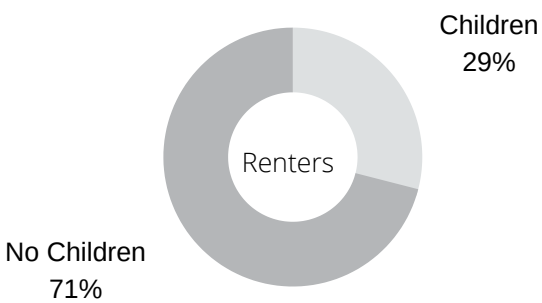
1 in 4 **homeowners** in Marquette have children living with them. >>

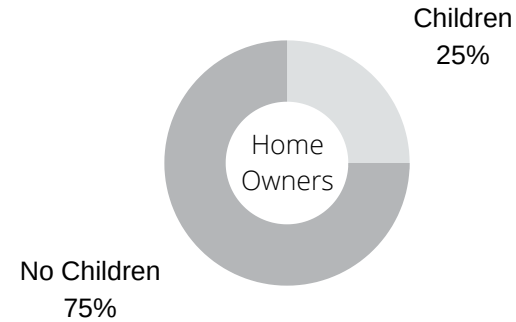


In Ishpeming & Negaunee, approximately 1,000 of the 3,500 owner-occupied housing units house children. Approximately 300 of 1,200 rentals have children living in them. **>>These numbers suggest again that homeownership is more attainable for young families in Ishpeming and Negaunee.**

Chart 20. Proportion of households with or without children by tenure, Ishpeming & Negaunee

Approximately 25-30 percent of all renters and homeowners live with children in Ishpeming & Negaunee.





ACS-5 year estimates. 2017. S1903.Census tracts of Marquette City & Township, Ishpeming & Negaunee

03 - HOUSING

Comparison of Housing Price Index

The Housing Price Index is derived from the change in the housing price index published by the Federal Housing Finance Agency. The housing price indexes are calibrated using appraisal values and sales prices for mortgages bought or guaranteed by Fannie Mae and Freddie Mac and are reported quarterly.

>> The index reflects a change in home values over time.

Since 2000 the increase in housing prices in Marquette County ranks highest of Michigan's 83 counties. (The top 15 counties in the state for this indicator shown in chart xx.) According to the Federal Housing Finance Agency's housing price index, housing prices have increased at a 3.1 average annual growth rate over this time period. The annual growth was derived from the change in the housing price index (2000 = 100) published by the Federal Housing Finance Agency.

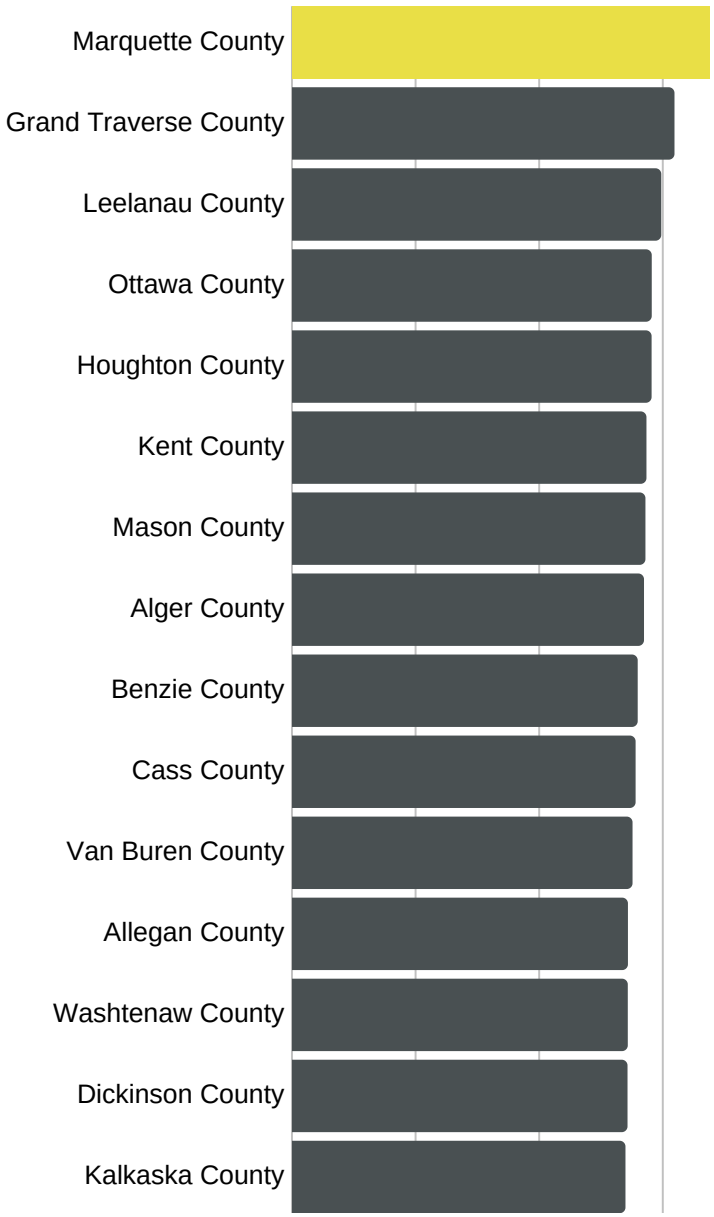
The highest year of growth, 10.35 percent, was between 2003 and 2004. Reflective of the U.S. Housing Crisis, housing prices saw slight declines in the county between 2008 and 2010.

Note that other Upper Peninsula counties - Dickinson and Alger - have also experienced similarly high rates of change in their housing prices over the same period.

Federal Housing Finance Agency. Housing Price Index. Monthly Report. April 2019.. Michigan.

>> Since 2000 the **positive percent change in housing prices in Marquette County ranks highest** of Michigan's 83 counties.

Chart 21. Percent Change in Housing Price Index by County – Purchase Only, 2000 to first quarter 2018



03 - HOUSING

Median Home Value

The median value in the Census data includes all owner occupied units: single family, townhome, twin home, and condominium units.

>> The median home value provides a snapshot of housing prices in the county. Comparing home values with other counties in the state provides context as to whether this price is high or low.

The median price of an owner occupied unit in Marquette County in 2017 was $142,900. The county ranked 19th in the state for the median value of an owner occupied unit in 2017 and has the highest median home price within the six counties that comprise the central Upper Peninsula region (see table x). The median home price is higher in the county than in the state. As seen in chart xx, home sale prices have risen substantially -- from $77,200 to $142,900 -- between 2000 and 2017.

Table 2. Central U.P. Counties Ranked by Median Sales Price, Statewide, 2017

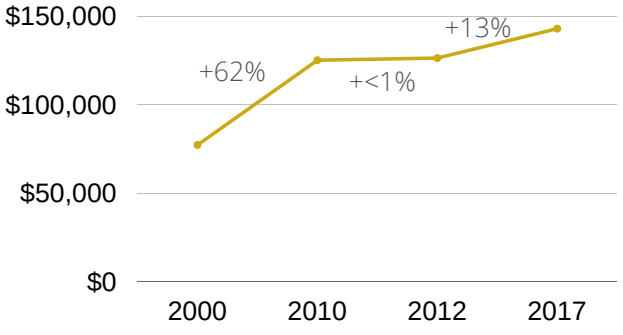
Rank	County	Median Home Price
19	**Marquette County**	**$142,900**
33	Alger County	$119,000
43	Delta County	$105,900
47	Schoolcraft County	$105,000
62	Menominee County	$95,900
70	Dickinson County	$92,100
	Michigan	$136,400
	U.S.	$193,500

>> 85 percent increase in median home values between 2000 and 2017; 2x faster than median incomes.

Recall the median household income has risen by approximately 36 percent over the same 17 year time period, indicating that home values and therefore household costs are rising at a faster rate than incomes. This can raise housing affordability concerns, especially among younger and older demographics whose incomes are generally lower than middle aged households.

This rise in value can also present itself as equity upon sale of the home, thereby increasing the buying or renting potential for these potential new home seekers.

Chart 22. Median Home Values, Marquette County (Dollars, 2017)



ACS-5 year estimates. 2017. B25077. All counties in Michigan, U.S.

03 - HOUSING

Home Values: Owner-Occupied and For Sale

The graphs below show the price distribution of all owner-occupied units within the community as they are captured by 2017 American Community Survey data, as well as homes that are currently for sale and listed on realtor.com as of November 2020.

The distribution of home values of owner-occupied homes (not on the market) within the two communities is depicted in chart xx, while the distribution of homes prices as they are listed on the market in "real time" is shown in chart xx.

Chart 23. Number of Owner-Occupied Housing Units by Estimated Value

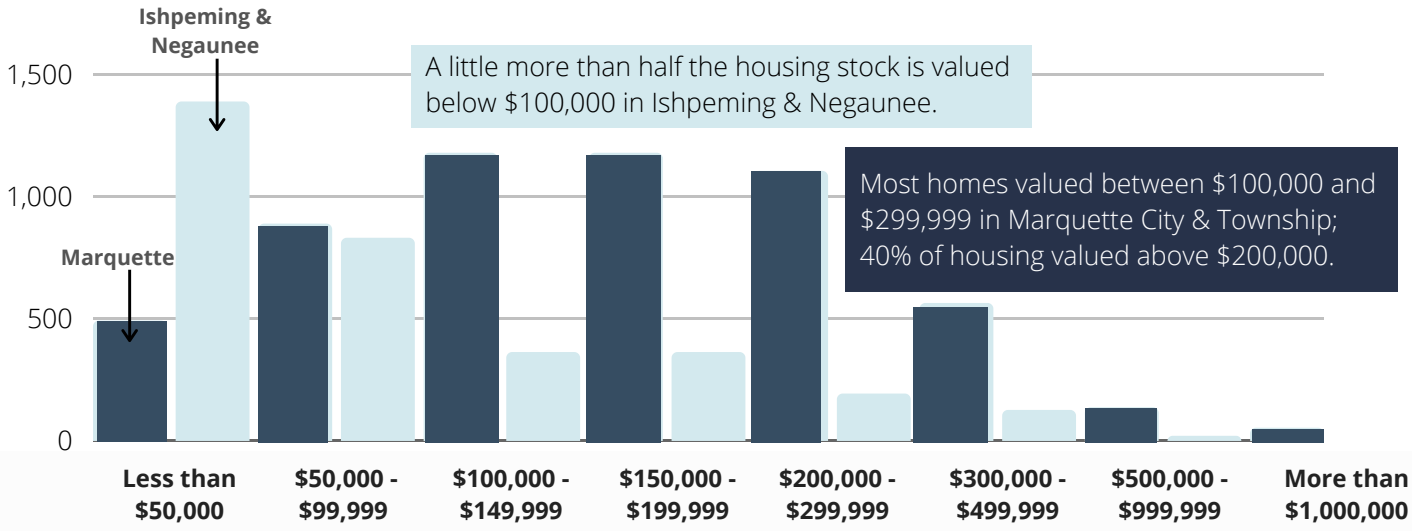
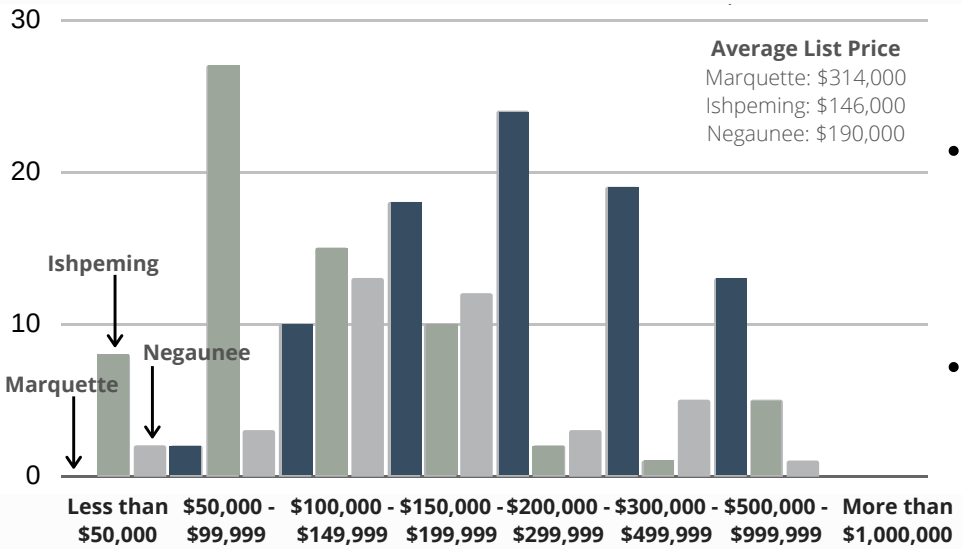


Chart 24. Number of homes for sale by list price



- 74 percent of homes are listed for less than $150,000 in Ishpeming, compared to 26 percent in Negaunee and 14 percent in Marquette.
- 37 percent of homes listed in Marquette are priced over $300,000; 8 to 9 percent of homes are listed within this range in Ishpeming and Negaunee.
- Local developers have referred to homes priced at $250,000 as "the sweet spot." 28, 3, and 4 percent of homes are listed around this range in Marquette, Ishpeming, and Negaunee, respectively.

Source: realtor.com, November 2020. Marquette, Ishpeming, Negaunee.

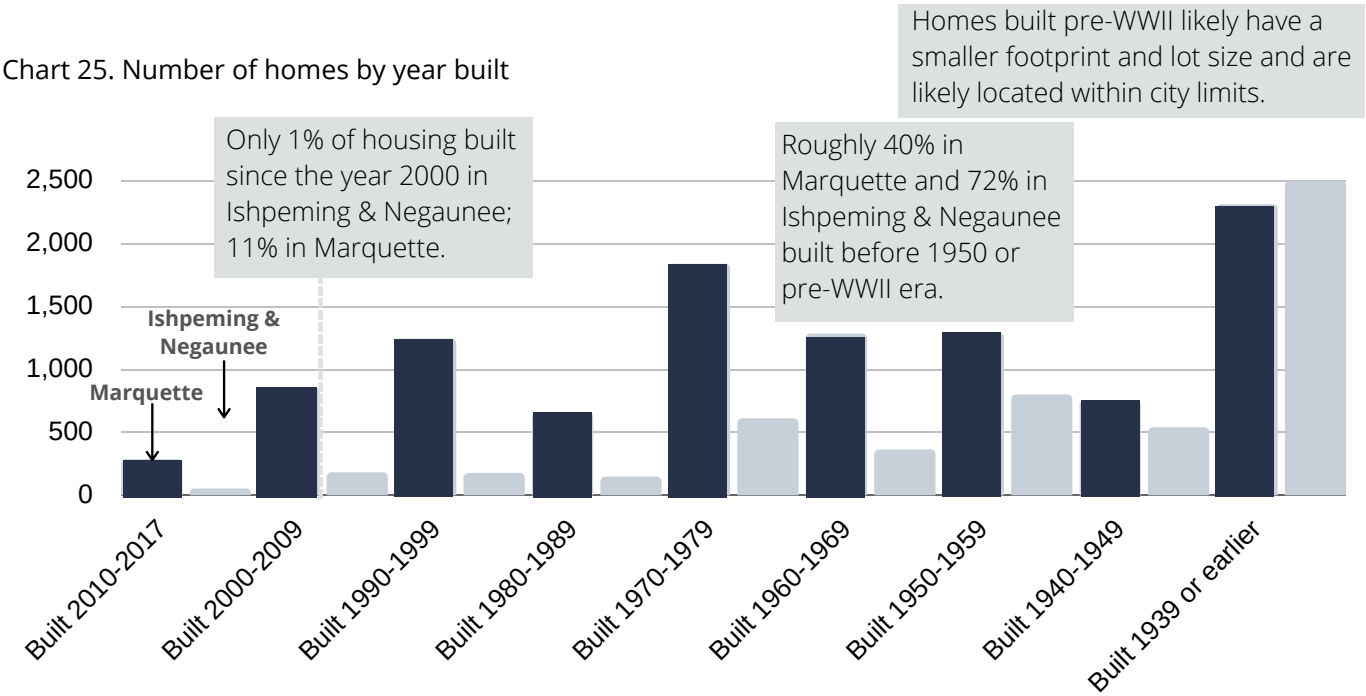
03 - HOUSING

Age of Housing Stock

The age of housing stock data includes all owner and renter-occupied homes as well as all housing types.

>>The age distribution of housing stock provides a history of home building in the county.

Chart 25. Number of homes by year built



Housing preferences shift post-WWII

Housing preferences shifted post-WWII, when suburban style homes were desirable housing formats nationwide, and supported by the newly implemented Federal Housing Authority's 1934 program that provided insurance on private home mortgages for the first time in American history. While lenders had been spooked by the Great Depression which saw a doubling of home foreclosures, the FHA program required low interest rates in exchange for a guaranteed payment upon default of a loan, giving lenders confidence to provide loans to the average home buyer. The FHA program revolutionized home ownership in America, helping three out of five Americans purchase a home by 1959.

The program also developed design guidelines that were used for evaluating whether or not the mortgage would be insured. The design guidelines were built upon the morales of the time, and fundamentally reshaped housing and development patterns in America.

New homes with a larger footprint were given a higher score, as they would spur demand for labor and materials. Points were given for the presence of garage, thereby incentivizing use of the private automobile. Consideration was given as to the "fit within the neighborhood," which had implications for the segregation of both race and economic class. This development pattern was supported by the rise of private automobile use and industrialization, which made it easier to spread out and cheaper to build.

1. ACS-5 year estimates. 2017. DP04. Census tracts, Marquette County. 2. Zuegel, Devon Marisa. Financing Suburbia: "How government mortgage policy determined where you live." Strong Towns. August 16, 2017. 3. ederal Housing Administration Underwriting Manual. 1934.

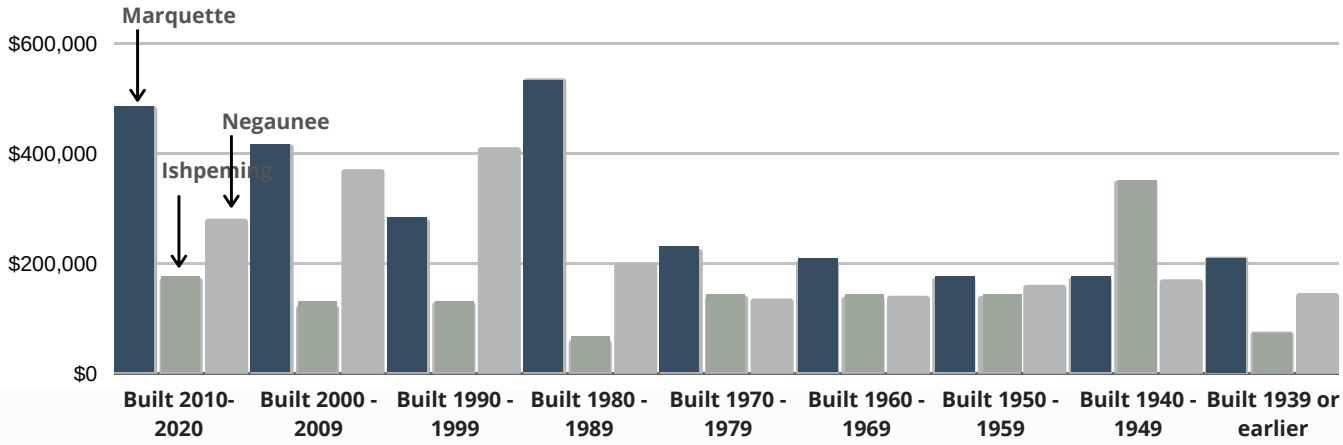
03 - HOUSING

Home Values for Sale by Age

The home values for sale by age data was derived by calculating the median value of homes for sale on the market (collected November 2020) grouped by decade according to the year they were built.

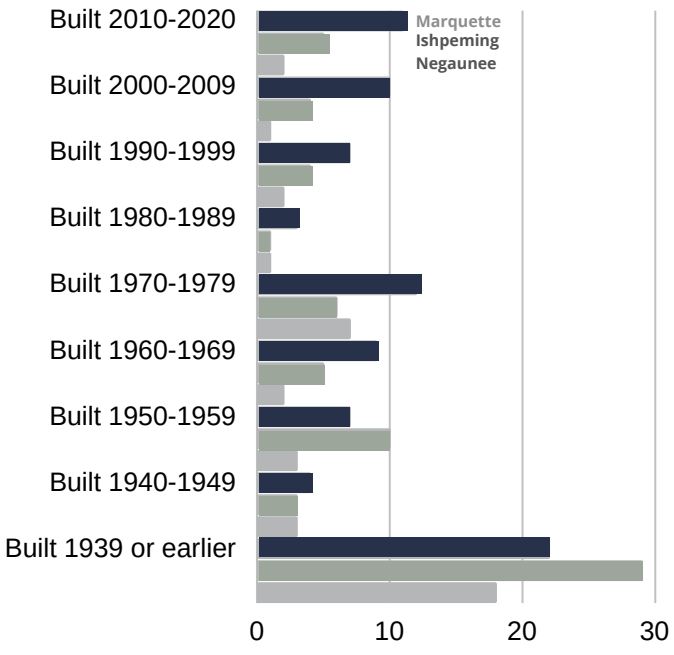
>> Overall, asking home prices tend to decrease by age, revealing that newer homes are valued slightly more than historic properties in Marquette County. The story is slightly more nuanced when honing in at the city level.

Chart 26. Median asking sale price by year built



- In **Marquette**, the median sale price for homes on the market are higher the more recently they were built, as seen in chart xx. The median list price for homes built within the last five decades (before 1970) is over $300,000. Approximately a quarter of all properties listed were built between 2000 and 2020, indicating growth and/or redevelopment.
- The median home price does not vary much between decades in **Ishpeming** - median prices are below $200,000 with the exception of 1940s homes. Given the small number of homes listed that were built in this decade, this is likely one home price skewing the data.
- Median home prices increase with age between 2020 and 1990 in **Negaunee**, and then fluctuate only slightly between decades.
- In all three cities the majority of homes listed are built pre-1940 (see chart xx).

Chart 27. Number of homes listed on market by year built



http://realtor.com November 2020. Marquette, Ishpeming, Negaunee.

03 - HOUSING

Housing Units by Type

The range of housing formats within a community is referred to as housing diversity. A diverse community has various different dwelling types and sizes. This is generally achieved by offering a wider range of lot sizes and promoting a variety of building forms.

>> By providing greater housing choice, developments can meet the housing needs of their community's diverse residents and household types across the life course, such as students, young families, professionals, retirees, and people with disabilities.

Chart 28. Total number of homes by type, Marquette City & Township

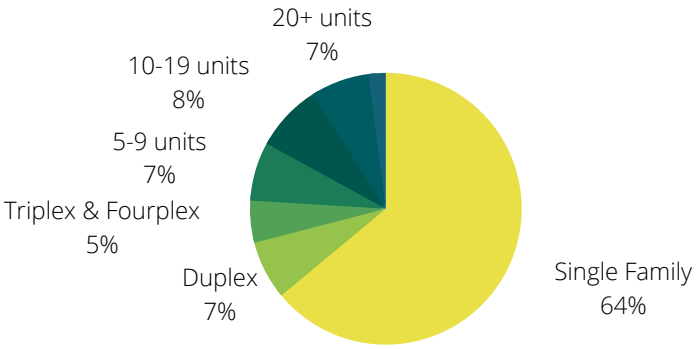
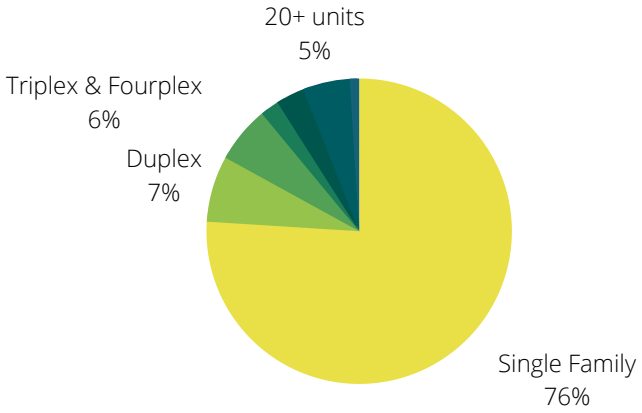


Chart 29. Total number of homes by type, Ishpeming & Negaunee



The City & Township of Marquette have a larger proportion of higher density housing, with 15 percent of the housing mix comprised of 10+ unit complexes (see chart 28). There is also a relatively high proportion of "missing middle" units, or duplexes, triplexes, and fourplexes (see page 30 for further discussion).

Ishpeming and Negaunee have a slightly more homogenous housing mix, with 76 percent of the housing being of a single family format (see chart 29). The two communities have a comparable proportion of "missing middle" units when compared to Marquette, but are lacking in higher density, 10+ units.

Nationally, approximately 60 percent of housing units are characterized as detached single family; 72 percent of homes in Michigan are single family residences.

Downtown areas throughout the county can expand to support other housing formats such as apartments, town homes, and condos. Locating denser housing types in downtown areas with sidewalks, bike lanes, and public transportation infrastructure provides better access to jobs and services and helps to alleviate the perception that car traffic increases with such developments.

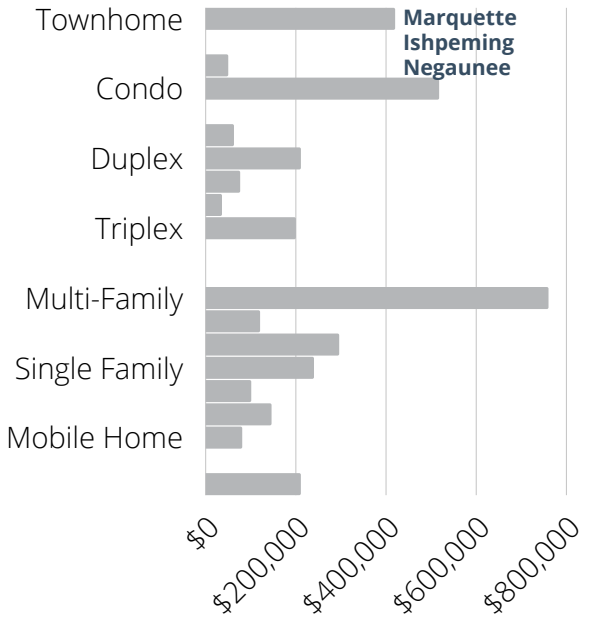
ACS-5 year estimates. 2017. DP04. Census tracts of Marquette City & Township, Ishpeming, Negaunee, Michigan & United States.

03 - HOUSING

Housing Units For Sale by Type

The home values for sale by type data was created by calculating the median and average value of homes for sale on the market (collected November 2020) grouped by type: single family, duplex, triplex, condo, multi-family (5 or more attached units) and mobile home. The home listings are sourced from realtor.com.

Chart 30. Median asking price for homes by type



http://realtor.com November 2020. Marquette, Ishpeming, Negaunee

The median list price for single family homes in November 2020 is $240,000 in Marquette, $100,000 in Ishpeming, and $145,000 in Negaunee. This is higher than 2017 data from American Community Survey.

There are no condos, or triplexes currently for sale in Ishpeming nor Negaunee; the median list price for condos and townhomes are substantially higher than that of single family homes in Marquette. This, coupled with the probable lakeshore proximity of these listing types, indicates that this housing format is highly desirable. It should be noted that at the time of this data collection there were only two identical condos listed, both of which are new construction, giving no indication as to the high and low ends of the market.

Multi-family listings are priced significantly higher in Marquette than they are in Ishpeming and Negaunee, which could correlate with these two communities lacking in this housing type.

The Missing Middle

"Missing middle housing" is a term coined by the firm Opticos Design, which refers to housing types that are similar in scale to single family homes but allow for additional density. These building types, such as duplexes, fourplexes and bungalow courts, were common in the pre-WWII era and provide diverse housing options located within single family neighborhoods. They are referred to as “missing” because they are no longer typically allowed in single family zones and “middle” because they sit in the middle of a spectrum between detached single-family homes and mid-rise to high-rise apartment buildings in terms of form, scale, number of units, and, often, affordability.

Allowing for missing middle housing in traditional single family neighborhoods supports housing diversity and affordability, allowing people from all stages of life to live within the community. Where public support for large, multi-family developments can be hard to obtain, missing middle housing can also be more publicly acceptable, as they spread out housing density over several smaller developments.

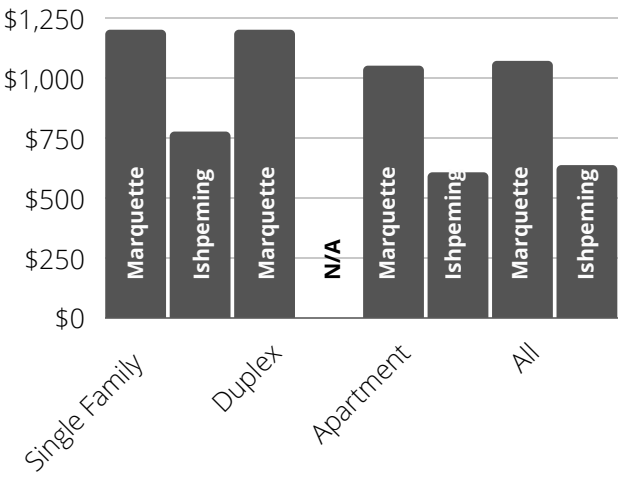
03 - HOUSING

Median Rents: By Type & Central U.P. Comparison

Median rents by type data was generated from craigslist.com and rent.com, two online real estate listing services. Data was pulled November 2020. This data provides a glimpse into the type and value of rental units available within the community.

The comparison of median rents was obtained from U.S. Census data. This provides an understanding of how rents in Marquette County compare to other counties within the Upper Peninsula who may share a similar market.

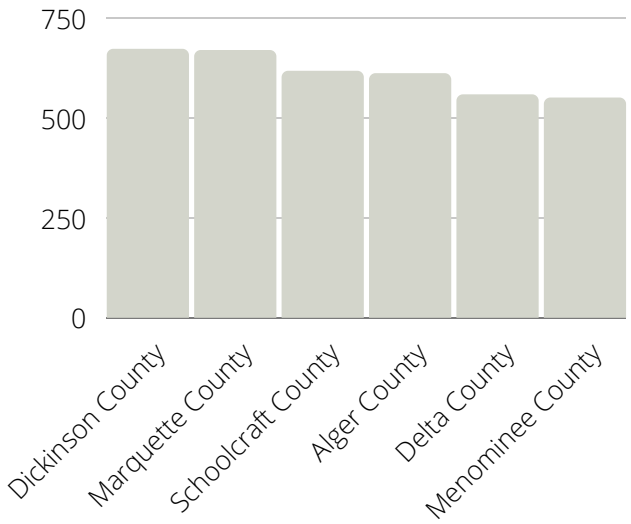
Chart 31. Median monthly rents for homes by type, 2020



http://craigslist.com; http://rent.com. November 2020. Marquette County.

At the time of this data collection, there were around 30 rental units on the market in Marquette and seven in Ishpeming. The majority of rentals in Marquette are apartments; in Ishpeming the rental market was split between multi-family and single family listings. Median rental prices do not vary by more than $100 between the three housing formats in Marquette; the median rental price for all housing types is over $1,000 per month. Single family homes rent for approximately 30 percent more than apartments in Ishpeming. There were no rental listings in Negaunee at the time of this data collection effort, signaling a definite shortage within the community.

Chart 32. Median monthly rents ranked by county, Central Upper Peninsula, 2017



ACS-5 year estimates. 2017. B25064. All counties in Michigan.

According to U.S. Census data, Marquette County's median monthly rent is $669, similar to Dickinson County's (see chart 32). This tracks well with the craigslist.com rental listings in Ishpeming, where the median rent is $635, but is much lower than that for the City of Marquette (see chart 31), where the current median rent is $1,060. It might be assumed that this indicator will increase in the 2020 census data.

Important to note that rent estimates are generated from people selecting the range of rents paid (i.e. "less than $500, between $500 and $1000..."), so the variation between counties can be impacted by the number of respondents filling out the survey.

03 - HOUSING

Income Distribution of Renters; Rents >30 Percent of Income

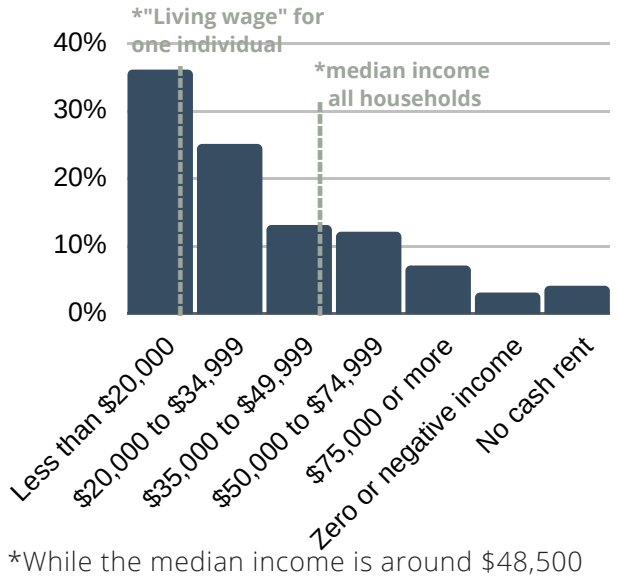
The income distribution of renters as seen in chart 28 can provide insight into housing rental needs; ideally, rental properties are available to meet all income levels.

Chart 34 displays the proportion of renters in each income bracket that are currently paying more than 30 percent of their income on rent.

>> In order to maintain housing affordability, renters should be paying less than 30% of their income on housing per month. This is especially prudent for those at the lower end of the income bracket.

Chart 33 displays the proportion of renters in each income bracket in Marquette County. Approximately 79 percent of renters are earning below the median income for all households. Recall that the "living wage" for individuals is $22,000; roughly 36 percent of renters earn less than this threshold.

Chart 33. Percent of renters in each income bracket, Marquette County

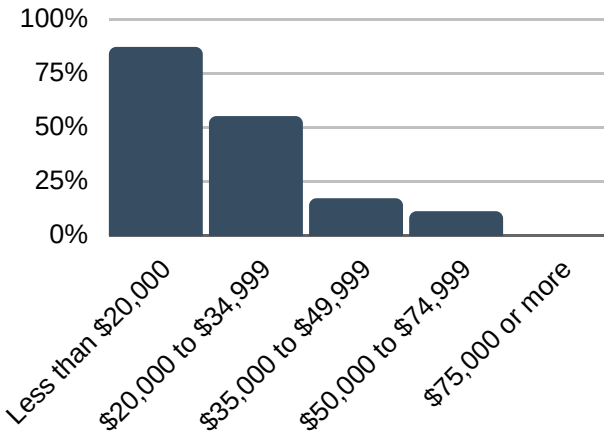


*While the median income is around $48,500 annually and a living wage for one individual is approximately $22,000, data does not pair neatly with these numbers. The numbers stated above used the $49,999 income bracket as a proxy for median incomes and $19,999 as a proxy for the living wage for one individual.

Chart 34 displays the proportion of renters in each income bracket that are paying more than 30 percent of their income on rent.

The vast majority, 76 percent, of those earning at the lower end of the income spectrum - less than $20,000 per year - are paying more than 30 percent of their income on rent. This indicates that a large proportion of lower income renters are impacted by rental rates that are pushing them beyond their means. More than 50 percent of renters in the subsequent income bracket - those earning $20,000 to $35,999 annually - are facing the same issue.

Chart 34. Percent of renters in each income bracket paying more than 30 percent of income on rent



ACS-5 year estimates. 2017. B25106. Marquette County.

03 - HOUSING

Income Distribution of Homeowners; Housing Costs >30 Percent of Income

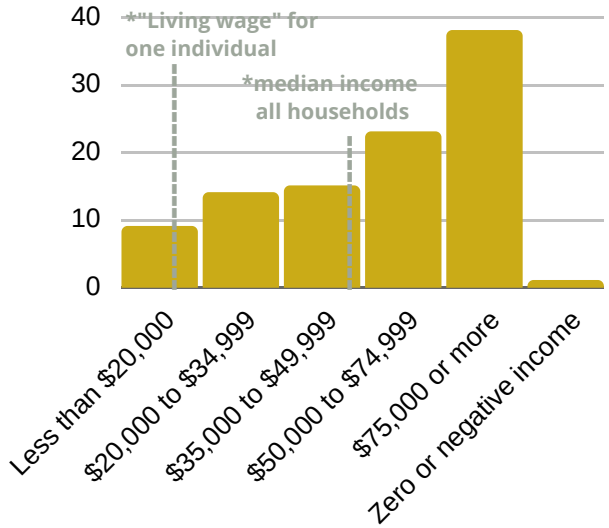
The income distribution of homeowners as seen in chart 28 can provide insight into housing rental needs; ideally, rental properties are available to meet all income levels.

Chart 29 displays the proportion of homeowners in each income bracket that are currently paying more than 30 percent of their income on housing costs.

>> In order to maintain housing affordability, residents should be paying less than 30% of their income on housing per month. This is especially prudent for those at the lower end of the income bracket.

Chart 35 displays the proportion of homeowners in each income bracket. The chart looks like the inverse of the renters income bracket. Far less homeowners - 38 percent - are earning below the median income for all households as compared to renters. Roughly nine percent of homeowners earn less than the "living wage" threshold. .

Chart 35. Percent of homeowners in each income bracket, Marquette County

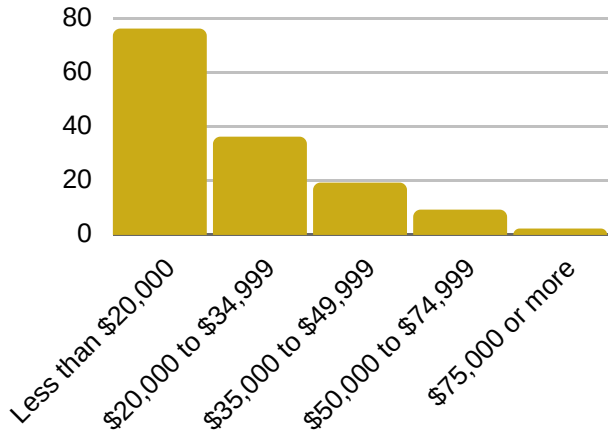


*As before, the median income is around $48,500 annually and a living wage for one individual is approximately $22,000. Data does not pair neatly with these numbers, therefore the $49,999 income bracket as a proxy for median incomes and $19,999 as a proxy for the living wage for one individual.

Chart 36 displays the proportion of homeowners in each income bracket that are paying more than 30 percent of their income on rent.

As with renters, most of those earning at the lower end of the income spectrum - less than $20,000 per year - are paying more than 30 percent of their income on housing related expenses. Note that this is nine percent of homeowners, as seen in graph 35, compared to 36 percent of renters, as seen in graph 33.

Chart 36. Percent of homeowners in each income bracket paying more than 30 percent of income on housing costs



ACS-5 year estimates. 2017. B25106. Marquette County

03 - HOUSING

Affordable Housing Services

For the purposes of this report, affordable housing can be defined as housing units that are rented or owned below market rate or are rented at market rate but accept partial payment through vouchers. Affordable housing units are supplied to residents who qualify based on income or other characteristics, such as age or disability, that may preclude one from obtaining market rate housing. They may be publicly or privately owned.

There are a number of affordable housing programs within the community. Table 3 describes the supportive agency and the role this agency serves in the affordable housing space. These programs are generally supported by the U.S. Department of Housing and Urban Development (HUD).

Table 3. Affordable housing programs

AGENCY	ABOUT
Michigan State Housing Development Authority	MSHDA oversees and administers a variety of rental housing programs. These programs involve Housing Choice Voucher assistance or subsidized housing through Low Income Tax Credits, HOME, CDBG and/or MSHDA Multifamily Development Loans.
Marquette Housing Commission	MHC provides 257 affordable, pet friendly apartments at two locations within the city of Marquette. The Housing Choice Voucher program provides 50 housing choice vouchers for individuals and families throughout Marquette County.
Ishpeming Housing Commission	The Ishpeming Housing Commission provides 127 smoke free units in one Public Housing Complex. IHC offers rental opportunities to senior citizens, families, handicapped and disabled individuals under income-based and flat rent options.
Negaunee Housing Commission	The Negaunee Housing Commission (NHC) offers one Public Housing Community with 80 units for senior, disabled, or single individuals.
Michigan State University Extension Office	A housing counseling agency offering assistance for financial management, budget counseling, mortgage delinquency, default resolution counseling, rental education, and workshops for homeowners.

https://www.publichousing.com/city/mi-kingsford; https://www.dicsami.org/; https://affordablehousingonline.com

SECTION 4

FOCUS GROUP FEEDBACK

FEEDBACK

Ishpeming & Negaunee.....p. 36
Marquette City & Township.....p. 39
Participant log.....p. 40

04 - FOCUS GROUP FEEDBACK

CUPPAD held Focus Groups on October 28, 2019 for the communities of Ishpeming and Negaunee and July 30, 2020 (virtually) for Marquette City and Township. Participants included a cross section of professionals involved in housing within Marquette County, such as economic development leaders, city and county staff, lenders, realtors, landlords, and major employers. See Table 6 for a list of participants in Ishpeming and Negaunee and table 7 for participants involved in Marquette City and Township.

The purpose of the meetings were twofold. First, the round table discussion provided an opportunity to share a snapshot of existing conditions data, and for the group to ground truth the data for accuracy. Additionally, through sharing local insights on housing and economic conditions within their communities, participants enriched data with their lived experience. Tables 4 and 5 provide a record of feedback received from this meeting. The feedback is grouped by topic.

Table 4. Focus Group Engagement Record, Negaunee & Ishpeming

TOPIC	FEEDBACK
Zoning Codes, Construction Costs	• Construction costs are high due to a multitude of factors, making new construction too expensive for what people can afford. • Current zoning codes make it easier for redevelopment more than demolition and rebuild. • Zoning codes for rehabilitation do not ensure quality; many homes have ad hoc rehab efforts and are in a state of disrepair. • It's a hot contractor market, making it hard to find skilled labor. This impacts not only new construction, but home repairs, too. • The construction costs are the same in the western part of the county as they are in the east, but they are appraised differently. This hurts development efforts in the western part of the county.
Resources & Marketing	• Cost of living is important to market for the west end of the county. • Housing Resource Guide is an aggregation of resources for options. • In Negaunee and Ishpeming, there is a lack of buildable land with easy access to roads and utilities due to Mining activities of the past. The majority of vacant land in Negaunee is either old mining land or currently owned by CCI. • It would be nice to see programs that could teach people how to care for aging homes, how to build affordable new homes without a stigma, and programs that teach people how to become homeowners that have money down and money to take care of their investment.

04 - FOCUS GROUP FEEDBACK

Table 4. Focus Group Engagement Record, Negaunee & Ishpeming, continued

TOPIC	FEEDBACK
Real Estate Market & Financing	• From a real estate perspective, lack of inventory has been a current challenge -- for instance, people wanting to sell but not finding anything to buy, or older people wanting to sell but not having any option for low maintenance living. Many want to take their pets or need main floor or options with an elevator and don't want to leave their communities of Ishpeming, Negaunee, Gwinn, or Skandia. • Speculation that there will be a shift in the market over the next year or so from a sellers market to a balanced market to a buyers market. The high cost of building will continue to lead to little new construction of homes outside of Marquette. • What types of loans do people have on their properties and what is the trend? Many first time buyers are being driven to the west end because they cannot afford Marquette's prices and only qualify for USDA, VA, or FHA products, which have certain standards a house has to meet in order to qualify for these programs. With the cost of construction rising it could become harder to find a reasonable priced house that buyers can afford with the low or no down payment loan products. • There is a difference between manufactured and modular homes; modular homes can be appealing and more affordable than new construction. • MSHDA Mod program could be used to build workforce housing. • Brownfield funds can help close the gap for new development projects.

04 - FOCUS GROUP FEEDBACK

Table 5. Focus Group Engagement Record, Marquette City & Township

TOPIC	FEEDBACK
Development patterns & zoning codes	• Marquette is largely built out. There are no new large tracts; new development will be more boutique, etc. • With smaller properties, does land development code allow for single, stackable units? Like 16' lots? • It's possible to develop on lots that are smaller than 16' if you stack 3-4 stories. • Creating nodes of mixed use developments helps. City can/should identify places to locate these nodes (corners, historical higher density use, etc.). • Would zero lot lines, stackable town homes, 14-16' wide be possible? • How can we incorporate multifamily in areas that are currently not allowed? City should identify areas where that would be acceptable. • Changes to zoning code could be addressed in land division ordinance. • "Height is another unicorn in Marquette." • Simple, attached, narrow townhomes have been built for the last twenty years in many communities in larger cities in the Midwest and are really one of the only solutions for the "missing middle" new housing options. • Marquette does allow ADUs; Planning Commission is looking to change regulation on this. • The City of Marquette Land Development Code raises a lot of barriers to Accessory Dwelling Unit (ADU) development, which is a barrier to the sort of incremental, "boutique" expansion of housing supply. • Different regulatory codes create lengthy review. There isn't a "one stop shop;" must go through county, city, DEQ for redevelopment. There are many layers. • There have been many zoning updates to ease development efforts: lot size reduction, setback reduction, creation of mixed use zoning, reduction of parking standards for multi-family housing. • There is currently a waiting list for listing new vacation rentals. • 215 units approved by City in last three years; 176 multi-family, 38 single family. Covid may hamper development.
Affordability	• Must look out for housing options for all age ranges; there is a demand for "missing middle" housing. Single people and small families have different preferences - something between large single family home and apartment. • You have to drive until you qualify for your mortgage. But car ownership costs largely left out of the conversation on affordability. • Waiting lists for subsidized housing are 3-6 months long.

04 - FOCUS GROUP FEEDBACK

Table 5. Focus Group Engagement Record, Marquette City & Township, continued

TOPIC	FEEDBACK
Affordability, cont.	• Clearly seems to be a shortage of low-income housing in Marquette as well as missing middle housing, especially for single people and small families. Finding a 1-bedroom apartment in a four-plex (converted single- family home) can take more than 6 months of intense searching to find. The price is $700/mo price range and consumes almost half of monthly income. • The average selling price is low to mid $400k; most buyers are those aged 50+. • It's difficult to keep prices low. There is a chronic skilled labor shortage, limited opportunities with land availability, and high demand.
Community Engagement	• Lot size requirements were reduced significantly, from 70 feet to 35 1/2 feet. To reduce lot sizes further, city must first have community conversation about neighborhood preferences. There has historically been pushback about creating smaller lots • Don’t use urban footprint picture when doing community engagement. • There needs to be a broader community conversation on changing zoning codes; there are many ways to do this.
Transportation	• With improved transit capability, where people are living may become less important. It also helps affordability. • Local leaders should look at policy, transit oriented development, and transportation. • There is speculation that cities will see lots of money come in post-covid for transportation and infrastructure. There should be motivation to get projects shovel ready. • City of Marquette is working on transit behind the scenes to develop route in city.
Financing	• Given high construction costs, it's hard to build anything unless it’s a high end without financing tools to bridge the gap. • Larger cities are all facing this issues and coming up with creative capital stacks with a broad array of financing partnerships. "Missing middle" developers are creating multiple condo structures and bringing other sources of financing in such as Community Development Block Grants, different infrastructure funding, etc. to fill in gaps. Market rate component in stackable townhomes, with mixed use. Put under one master condo association with multiple phases.

04 - FOCUS GROUP FEEDBACK

Table 6. Focus Group Participants. Ishpeming & Neguanee

NAME, ROLE, ORGANIZATION	
David Nelson, Planning and Zoning Administrator City of Negaunee	Lauren Luce, Planner, Marquette County
Mary Myers, Director of Business Services,, Lake Superior Community Partnership	Anne Giroux, Finance Manager, Marquette County
Al Pierce, Planning and Zoning Administrator, City of Ishpeming	Crystal Berglund, Associate Broker, Keller Williams First
Kristy Basolo-Malmsten, Director, Negaunee Senior Citizens Center	Dan Perkins, Dan Perkins Construction
Evan Bonsall, Assistant to the County Administrator, Marquette County	Nate Heffron, City Manager, City of Neguanee
	Nick Leach, Township Manager, Negaunee Township
	Katie Wilcox, Embers Credit Union

Table 7. Focus Group Participants. Marquette City & Township

NAME, ROLE, ORGANIZATION	
Evan Bonsall, Commissioner, City of Marquette	Lauren Luce, Senior Planner, Marquette County
Jenn Hill, Mayor Pro Tem, City of Marquette	Anne Giroux, Finance Manager, Marquette County
Fred Stonehouse, Commissioner, City of Marquette	David Stensaas, Planning/Zoning Administrator City of Marquette
Sally Davis, Commissioner, City of Marquette	Dennis Stachewic, Director of Planning and Community Development, City of Marquette
Dennis Smith, Ad Hoc Housing Committee, City of Marquette	Jeff Korpi, Director of Housing and Residence Life, Northern Michigan University (NMU)
Jennifer Tucker, Community Assistance Team Specialist, Michigan Economic Development Corporation	Cat Hardenbergh, Assistant Director of Residence Life, NMU
Deana Johnson, Executive Director, Habitat for Humanity	Ruth Solinski, Human Resources Manager, RTI Surgical
Mike Shimon, Executive Director (past), Habitat for Humanity	Stephanie Jones, Associate Broker, Select Realty
Shannon Morgan, Renovare Development	Michelle LaJoie, Executive Director, Community Action Alger-Marquette
Michele Thomas, Director of Development, Veridea Group	Greg Johnson, Housing Services Director Community Action Alger-Marquette
LR Swadley, Community Developer, Swadley Development, LLC	Jason McCarthy, Planning/Zoning Administrator Marquette Township
Mary Myers, Director of Business Services, Lake Superior Community Partnership	Kelly Wasik, Lake Superior Watershed Partnership

CONTRIBUTORS

Callie New, Planner & Analyst | Consultant
Ryan Soucy, Senior Community & Economic Development Planner | CUPPAD
Dotty LaJoye, Executive Director | CUPPAD

Appendix D

Marquette County Master Plan Survey Data

Marquette Housing Public Opinion Data

Source: Marquette County 2040 Master Plan Community Survey (2019)

Statistics and Standard Question Responses

1,294 City of Marquette residents responded to the survey. The survey was conducted completely online throughout 2019, and was closed on Dec. 31, 2019. You can see a more visual representation of this summary data in the other Marquette County Community Survey PDF provided, but what follows is a brief written summary of the housing-related survey responses from City of Marquette residents. Some written responses from non-City residents are also included, and specifically labeled as such.

Age breakdown:
Under 25: 39%
25-34: 19%
35-44: 13%
45-54: 11%
55-64: 10%
65 & up: 9%

For comparison, according to the Census Bureau's 2018 American Community Survey (ACS), the City of Marquette has a total population of 20,932, and the age breakdown of City residents is listed below. As you can see, the County survey slightly underrepresented seniors, most likely because it was conducted solely online, but it was still very reflective of the City of Marquette's age demographics.
Under 20: 19%
20-29: 34%
30-39: 10%
40-49: 8%
50-59: 10%
60-69: 9%
70 & up: 10%

47% of respondents were homeowners, 41% were renters, and 12% responded "Other" when asked if they owned or rented their primary residence.

"Safe and affordable housing options" were ranked as "Important" by 35% of respondents and "Very Important" by 54%, for a total of 89% ranking housing affordability as an important issue in Marquette. Only 2% said that this issue was "Not Important."

Only 4% listed "Affordable housing choices" as a reason they like living in Marquette, while 75% said they believe there is a need for more "Affordable housing" in Marquette – this made affordable housing the second-greatest community need in the City of Marquette after "Local job opportunities" (77%). It was even ranked ahead of "Road/street maintenance and reconstruction" (69%), "Health and social services" (67%), and "Business and economic opportunities" (61%).

14% said they feel there needs to be "A lot more" single-family and multi-family housing development in Marquette, 46% said "A little more," and only 34% said the amount of single-family and multi-family housing development in Marquette is "Perfect as is."

“If you could, what is one thing you would change, enhance, or improve about Marquette County?”

“There is a very high need for affordable family housing.”

“Need decent, lower priced apartments for senior citizens.”

“More duplex zoning so families can build affordable housing together.”

“I would create more student-friendly housing situations, like converting old homes into apartments or creating an apartment building for students. It was extremely hard for me to find somewhere I could afford to live, most apartments are $1,500 a month and I don't know a single self-supporting student who can afford that.”

“Young people like me want to stay here, but most of us are on limited incomes and need affordable housing options and decent, middle-class jobs, both of which can be very hard to come by - affordable housing is a bigger problem in Marquette, while job opportunities for young people is a bigger challenge in the rest of Marquette County.”

“The price to live in a house in Marquette City specifically is way too high. It keeps getting a lot higher and soon I will have to move away. My parents can't afford it for much longer and my dad has to keep looking for extra work to barely be able to afford to stay.”

“More affordable housing closer to Marquette. Right now, the only affordable houses for young people like myself are really shabby foreclosed homes.” – Ishpeming resident

“Income-based housing and low-income housing. Less condos. Can’t afford to live in my hometown of Marquette so I bought a house in Ishpeming.” – Ishpeming resident

“That housing in Marquette be more affordable to people working in Marquette. I grew to love the west end. I feel like Marquette is gentrified and unaffordable to working families.” – Ishpeming resident

“More low income housing. As a single mom going through college, living here was really, really hard. I had to take loans out for three years straight to pay my rent.” – Negaunee resident

“I think housing is an issue - I'm really not sure how some folks do it in the City of Marquette. It seems to be getting out of range for the typical wages we see here.” – Marquette Twp. resident

“More affordable housing options for low income and disabled (people). Single person properties or rentals that are affordable and allow people to stay close to town.” – Marquette Twp. resident

“More affordable housing and more housing options.”

“People want to live in Marquette County. They want to move here and they want to stay here. However, with the prevalence of low-wage jobs and rising housing costs, people struggle to find work and get to work.”

“Housing. Not mega-houses. Not condos. Houses that could be lived in by a couple or small family.”

“Need more and better off-campus housing options for students, such as studio apartments.”

“Less high-end, unaffordable condos and apartments for well-off retirees and more affordable housing for working families.”

“There is plenty of space for new low- to mid-cost apartment buildings. I would like to see more mixed use developments in Marquette (shops on the bottom level, apartments on upper levels) so that we could have all the amenities of a small city. There need to be more choices for housing if Marquette will grow.”

“Homelessness is a big issue that needs to be addressed with more low-income housing availability.”

“Affordable, single-family housing, especially income-based. There are so many families that cannot be serviced by the current options.”

“More affordable housing, both rental and new single family home construction.”

“We need more affordable rentals in Marquette! Young people are struggling to make ends meet.”

“More affordable housing options and more care and options for the population experiencing homelessness. Marquette County could become a regional leader in this area!”

“I would like property owners to have more freedom. Way too many rules and regulations. Very hard for the young, working class or poor to find housing now.”

“Please share any additional comments here.”

“While in college it was very easy for me to find roommates and split $1000/mo rent. Now as a young professional that has chosen to stay in Marquette it is very difficult to find affordable housing where you don’t have 2-3 roommates, which has led me to make a decision to move to Forsyth away from most recreational activities/restaurants I used to enjoy. More affordable housing would be a great option.” – Forsyth Twp. resident

“... most of the people I know that work in Marquette have not been able to live there for a few years due to rampant overpricing of rented properties. Taxation is great, I'm all for it, it gets what needs doing done; I feel that there needs to be some kind of regulatory overhaul ... in the (Marquette) city and township … It's preposterous to me that the people who act as the city’s backbone don't get to enjoy the fruits of their labor on a daily basis, beyond a half hour before or after working a full shift (or two part time shifts) to have a coffee and take in why they live there.” – Negaunee resident

“I feel that there are a lot of run down, outdated housing options in Marquette that need to be fixed up to attract young homebuyers to them because young people don't want to buy project homes. I would prefer to see existing outdated homes updated to be sold versus new development in overpriced subdivisions. The cost of housing in Marquette has gotten ridiculous compared to other major cities like Green Bay and Appleton where you can purchase a lot more house for less than you can in Marquette.”

“I think young people want to stay in the area but we need higher paying jobs and more affordable housing to accomplish that.”

“Marquette needs a housing first approach to homelessness and more affordable housing options for low income families looking for a path out of poverty.”

“I would also like to note that affordable housing in Marquette City is very much needed. Young people and lower-middle-class people are leaving Marquette for the surrounding areas because the jobs aren't paying enough for the rising cost of housing.”

“More affordable housing in areas where there is the most population would be wonderful. NMU student housing in Marquette … is way too (expensive) for the students, and housing quality is very poor.” – Forsyth Twp. resident

Appendix E

Missing Middle Marquette Walking Tour

Missing Middle Housing in the City of Marquette: A Walking Tour

EVAN BONSALL

ANTONIO ADAN

OCT 2020

What is Missing Middle Housing?

"Missing Middle Housing is a range of house-scale buildings with multiple units – compatible in scale and form with detached single-family homes – located in a walkable neighborhood."

- DANIEL PAROLEK

SOURCE: HTTPS://MISSINGMIDDLEHOUSING.COM/

Small single-family homes

Accessory Dwelling Units (ADUs)*

*ADUs require special use permits and are subject to very stringent regulations and limitations. Perhaps for this reason, we were unable to find any actual ADUs on our 90-minute walk through east & central Marquette. Pictured above are a couple of garages that could make excellent potential locations for modest, relatively affordable ADUs.

Dandelion Cottage: Single-family home – or ADU?*

* Under the current City of Marquette Land Development Code (LDC), the Dandelion Cottage (or purpose-built ADUs of a similar size) could not be rented as an ADU without a special use permit, could not be more than 750 sq. ft., could not contain more than 2 residents, would need to have the owner living on-site, and could only be rented to people who are related to the owner by blood, marriage, or adoption.

Duplexes

Duplexes are by far the most common type of Missing Middle Housing in Marquette.

However, duplexes are still subjected to greater permitting, setback, lot size, and parking requirements than single-family homes, even though they are virtually indistinguishable from traditional single-family houses.

The many medium-sized single-family homes in Marquette represent great opportunities for conversion into modest duplexes that could be rented at affordable price points. New duplexes can be built at the scale of single-family homes and rarely feel out of place in any neighborhood.

More duplexes...

Historic homes turned into duplexes

An interesting case study…

This beautiful “duplex court” is owned by one landowner and consists of three repurposed buildings – a historic single-family home, a large accessory dwelling in the back, and a historic church – centered around a shared courtyard.

All 3 buildings have been converted into duplexes, providing a total of 6 rental units within easy walking distance of downtown amenities, and at affordable price points for middle-income households.

Upper-level downtown apartments

Single-family homes… or businesses… or apartments?

Triplexes*

*Triplexes are prohibited in Low-Density and Medium-Density Residential Districts, which cover most neighborhoods in Marquette.

Fourplexes*

*Fourplexes are also prohibited in Low-Density and Medium-Density Residential Districts in Marquette. This lot is zoned Multi-Family (the same as the 100+ unit apartment complexes).

Who needs Missing Middle Housing?

And some additional questions:

1. How many new units have been built in the last 5-10 years, and how many of these were in the low-income or workforce housing price ranges we defined earlier?

2. How great is the demand for new affordable units (rental and owner-occupied) in concrete terms? How could we estimate this demand?

3. What is our goal for creation of new units in the next 5-10 years, and what policies, partnerships, and incentives will be needed to achieve that goal?

Missing Middle Housing can be for everyone, but here are some examples of who could benefit from increasing the supply of Missing Middle Housing in Marquette:

- Northern Michigan University students.

- Young professionals (including young couples) who are working lower-paying entry-level jobs and/or want to live within walking distance of services and amenities.

- Low- and middle-income families with children.

- Retirees on limited incomes.

- Seniors with limited mobility or who are unable to drive, and need to live in accessible, affordable housing in walkable neighborhoods.

Residential Zoning in Marquette vs. Vermont/CNU Report Recommendations

Land Use/Zoning Regulation	Vermont/CNU Recommendations for Neighborhood District	Marquette Low-Density Residential	Marquette Medium-Density Residential	Marquette Multi-Family Residential	Marquette Mixed-Use District
Minimum Lot Area	None.	8,100 sq. ft.	4,500 sq. ft. (6,000 sq. ft. for duplexes)	15,000 sq. ft.	4,800 sq. ft.
Lot Width	50 ft. min., 100 ft. max.	60 ft. min.	37.5 ft. min. (50 ft. for duplexes)	100 ft. min.	40 ft. min.
Front Setback	8 ft. min., 12 ft. max.	20 ft. min.	15 ft. min.	15 ft. min.	0 ft. min.
Side Setback	5 ft. min.	10 ft. min.	5 ft. min., but 13 ft. total required (10 ft. min. for duplexes)	15 ft.	5 ft. min., but 13 ft. total required
Rear Setback	12 ft. min.	30 ft. min.	20 ft. min.	30 ft. min.	20 ft. min.
Max. Height	2.5 stories	31.5 ft.	31.5 ft.	36.5 ft.	44 ft.
Building Width	40 ft.	N/A	N/A	N/A	N/A
Max. Lot Coverage	Analyze local context.	30-60%	30-60%	20%	30-60% for 1- and 2-family
Units per Building, by-right	1-4	1	1	1 or more	1 or more
Units per Building, special use	5+	2	2	N/A	N/A
Buildings per Lot	Not regulated.	1 single-family dwelling per lot	1 single-family dwelling per lot	1 single-family dwelling per lot	1 single-family dwelling per lot
Parking Standards	1 space/unit	2 spaces/unit	2 spaces/unit	1.5 spaces/unit	1.125 spaces/unit
ADUs	Permitted/by-right use.	Special use.	Special use.	Special use.	Special use.

- According to the report, with lot and building dimensional standards, lot area standards are not necessary.

- Our setback and parking requirements are higher than the report recommends.

- We have much more restrictive limits on the number of units permitted than the report recommends.

- Accessory Dwelling Units (ADUs) require a special use permit & are subject to much stricter limits than the report recommends.

- Regulate building width, rather than lot area or the number of units per lot.

Vermont/CNU Report:
https://accd.vermont.gov/sites/accdnew/files/documents/CD/CPR/CPR-Z4GN-Guide-Final-web.pdf

Commercial Zoning in Marquette vs. Vermont/CNU Report Recommendations

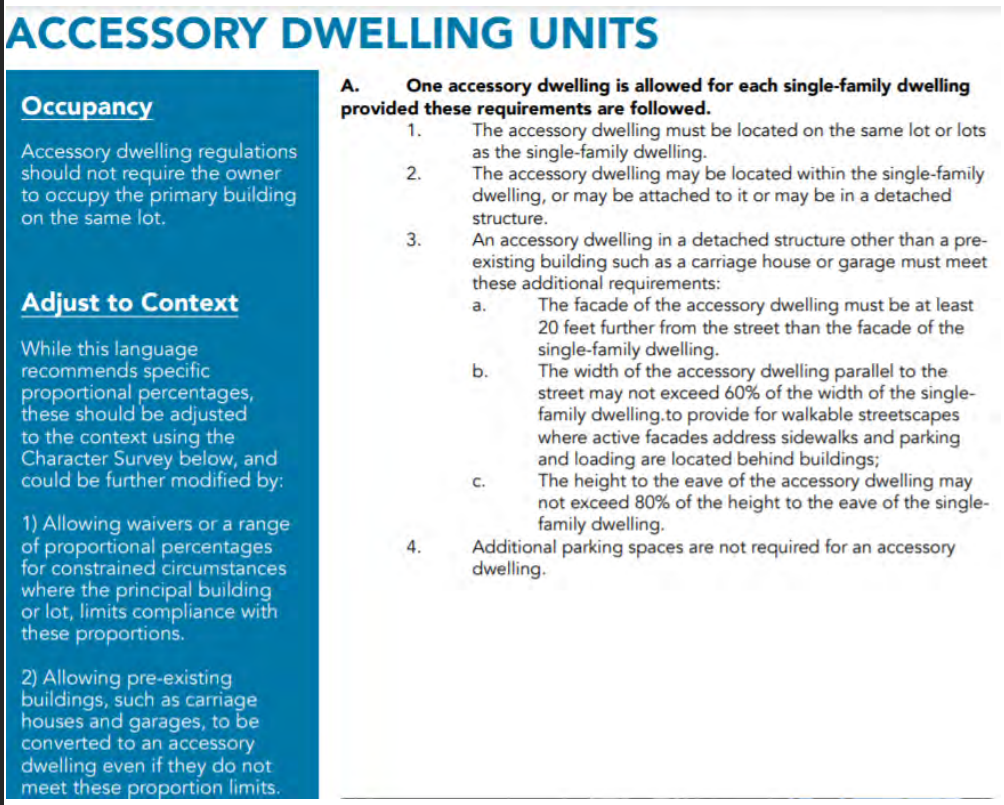
Land Use/Zoning Regulation	Vermont/CNU Recommendations for Town Center District	Marquette Central Bus. District	Marquette Third Street T-4 District	Marquette Third Street T-5 District	Marquette Mixed-Use District
Minimum Lot Area	None.	None.	None.	None.	4,800 sq. ft.
Lot Width	30 ft. min.	None.	14 ft. min.	20 ft. min.	40 ft. min.
Front Setback	0 ft. min.	0 ft. min.	5 ft. min., 18 ft. max	5 ft. min., 18 ft. max	0 ft. min.
Side Setback	0 ft. min.	5 ft. min.	0 ft.-3 ft. min.	0 ft. min., 6 ft. max.	5 ft. min., but 13 ft. total required
Rear Setback	12 ft. min.	10 ft. min.	3 ft. min.	3 ft. min.	20 ft. min.
Max. Height	3.5 stories	60 ft.	2 stories/30 ft.	4 stories/48 ft.	44 ft.
Max. Building Width	120 ft.	N/A	N/A	N/A	N/A
Max. Lot Coverage	100%	30-60% for 1- and 2-family	70%	90%	30-60% for 1- and 2-family
Residential Units per Building, by-right	2 or more	2	1	1 or more	1 or more
Residential Units per Building, special use	1	1, 3+	2	N/A	N/A
Buildings per Lot	Not regulated.	1 single-family dwelling per lot	1 single-family dwelling per lot	1 single-family dwelling per lot	1 single-family dwelling per lot
Residential Parking Standards	1 space/unit – on-street parking counts	1.125 spaces/unit	1.125 spaces/unit	1 space/unit	1.125 spaces/unit
ADUs	Permitted/by-right.	Special use.	Special use.	Special use.	Special use.

- The Land Development Code (LDC) update made a lot of progress on reducing mixed-use zoning restrictions, meeting or exceeding best practices for lot dimensional standards, height, parking, etc.
- The report recommends eliminating lot coverage limits for "Town & Village Center" districts like these.
- The report recommends permitting ADUs and structures with 2+ dwellings by-right, rather than requiring special use permits.

Vermont/CNU Report:
https://accd.vermont.gov/sites/accdnew/files/documents/CD/CPR/CPR-Z4GN-Guide-Final-web.pdf

Vermont/CNU Report:

Recommended Best Practices for Accessory Dwelling Unit (ADU) Zoning



ACCESSORY DWELLING UNITS

Occupancy

Accessory dwelling regulations should not require the owner to occupy the primary building on the same lot.

Adjust to Context

While this language recommends specific proportional percentages, these should be adjusted to the context using the Character Survey below, and could be further modified by:

1) Allowing waivers or a range of proportional percentages for constrained circumstances where the principal building or lot, limits compliance with these proportions.

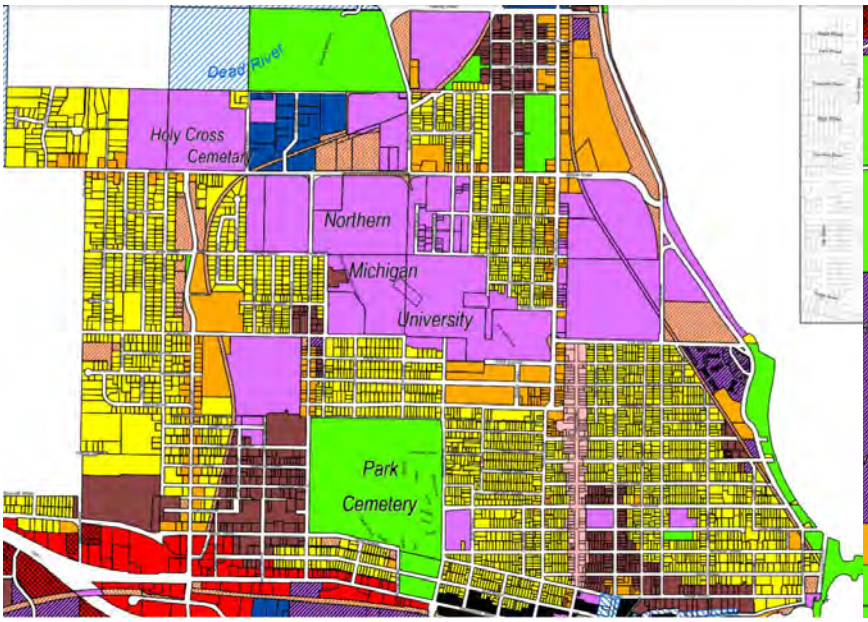
2) Allowing pre-existing buildings, such as carriage houses and garages, to be converted to an accessory dwelling even if they do not meet these proportion limits.

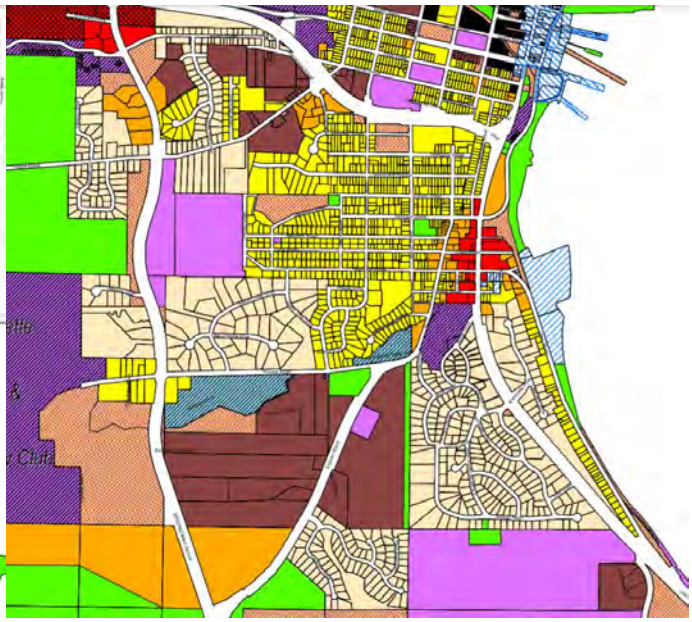
A. One accessory dwelling is allowed for each single-family dwelling provided these requirements are followed.

1. The accessory dwelling must be located on the same lot or lots as the single-family dwelling.
2. The accessory dwelling may be located within the single-family dwelling, or may be attached to it or may be in a detached structure.
3. An accessory dwelling in a detached structure other than a pre-existing building such as a carriage house or garage must meet these additional requirements:
   a. The facade of the accessory dwelling must be at least 20 feet further from the street than the facade of the single-family dwelling.
   b. The width of the accessory dwelling parallel to the street may not exceed 60% of the width of the single-family dwelling.to provide for walkable streetscapes where active facades address sidewalks and parking and loading are located behind buildings;
   c. The height to the eave of the accessory dwelling may not exceed 80% of the height to the eave of the single-family dwelling.
4. Additional parking spaces are not required for an accessory dwelling.

Current Marquette Zoning Map

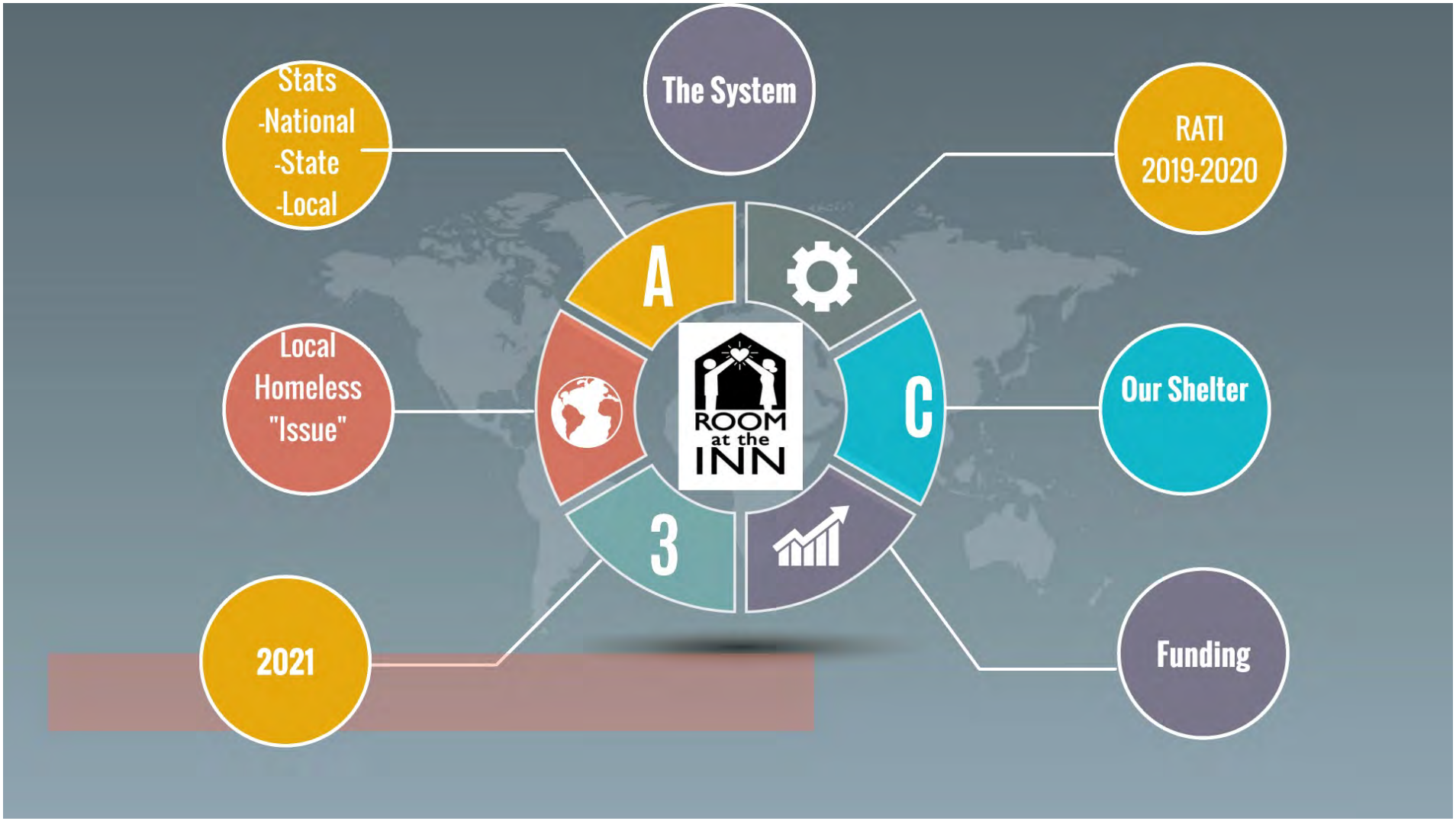
The brown, orange, and salmon pink areas below are where triplexes and fourplexes are allowed. The yellow and tan areas are where they are prohibited. ADUs are not permitted uses in any of these areas, and duplexes are permitted uses only in the brown, orange, salmon, and black areas.

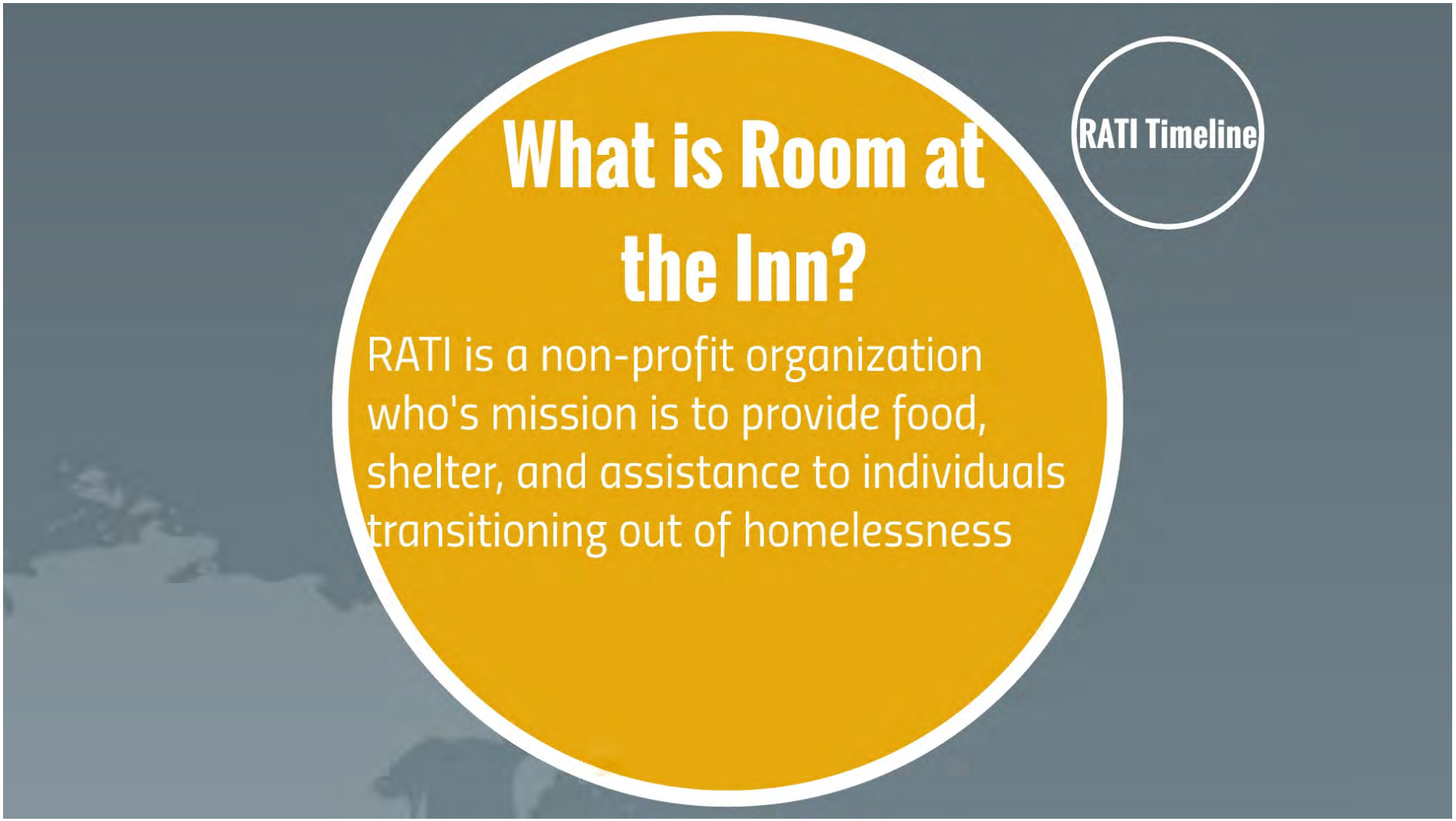


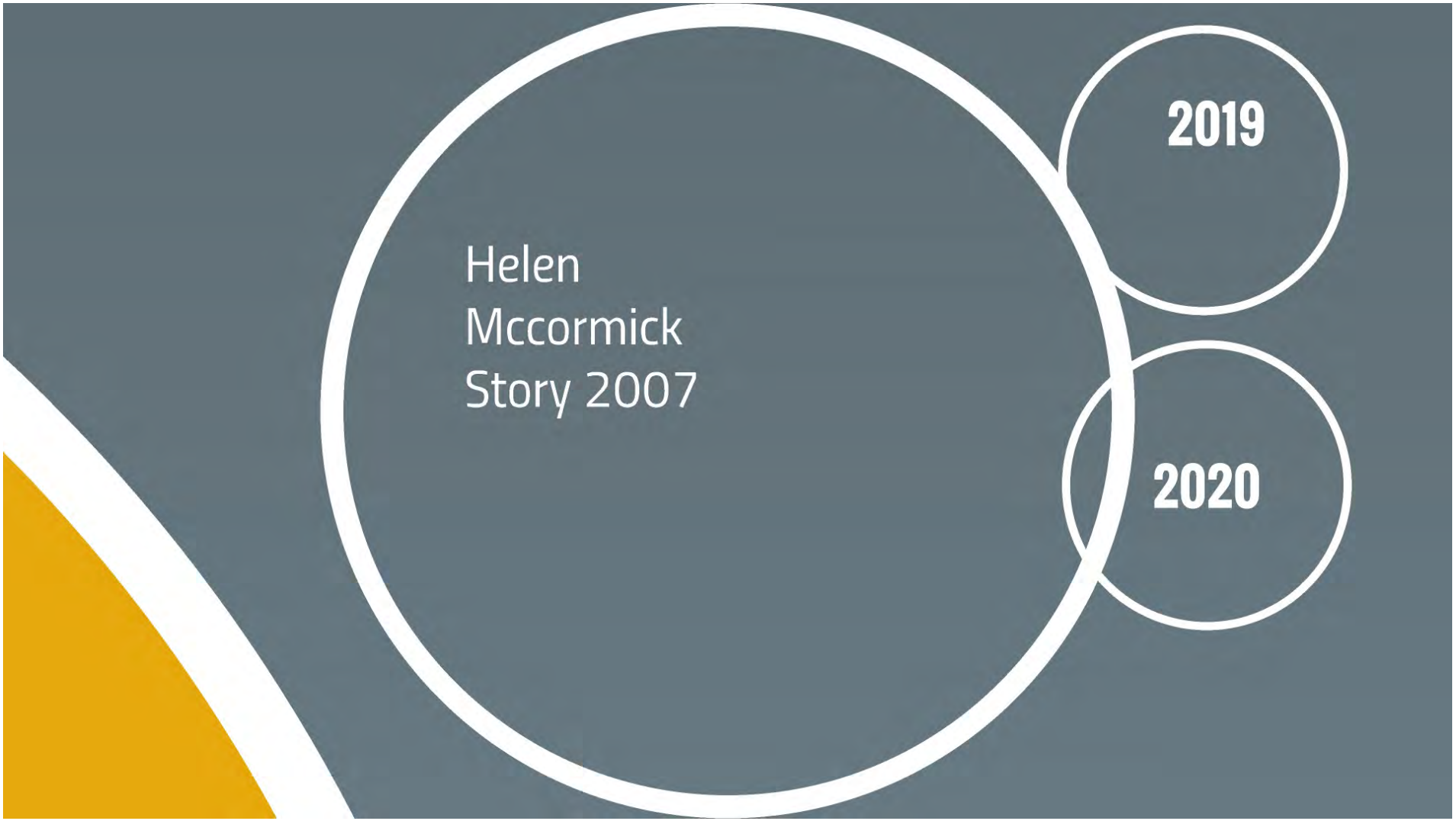


Appendix F

Room at the Inn and Superior Housing Solutions Presentations


Stats
-National
-State
-Local
The System
RATI
2019-2020
A
Local
Homeless
"Issue"
ROOM
at the
INN
C
Our Shelter
3
2021
Funding


What is Room at the Inn?
RATI is a non-profit organization who's mission is to provide food, shelter, and assistance to individuals transitioning out of homelessness
RATI Timeline


Helen
Mccormick
Story 2007
2019
2020

1. RATI had serious financial troubles
a. Unclear financial history
b. little cash flow in the bank
2. Entire Staff was terminated in fall 2018
3. Churches were dropping out of the program
4. RATI had poor PR with the local police department and Downtown Community
5. RATI operated a high-barrier shelter with only 5 hours of daytime service at the Warming Center

1.
$170,071.54 in expenses 2019 –> $283,215.7 In Expenses 2020
$185,789.81 in income 2019 –> $326,215.77 2020 Income
2. Established Low-Barrier, behavior based shelter (no breathlayzer, drug tests, or income requirements
3. Received first ever state funding in program history
4. Established Partnerships with
A. UPHP
B. Superior Housing Solutions
C. Marquette County Health Department
D. SAIL
E. Salvation Army
F. Goodwill
4. Established First Permanent Shelter in Marquette's History
a.Acquired Funding ($300,000)
b. Acquired Permit (first time city ever approved permit for homeless shelter)
c. Established partnership with Prison/CTE/Trades for bunk beds
5. Established positive community relationships via downtown window washing and Christmas Caroling events
6. Established temporary shelter for COVID relief at Lakeview Arena April 1st- September 16th
7. Established weekly COVID Testing for guests via Honu
8. Completed Best Practices Training with entire staff via C4 Innovations Course
9. Received $72,615.43 in grant funding -more than any year prior
10. Increased staffing to cover 24/7 services for homeless individuals from a 3 person staff to a 10 person staff

Room at the Inn Services
1. 24/7 low-barrier emergency shelter (Capacity for 30+ individuals)
2. Free meals
3. Case Management & Agency Referrals
4. Shower/Laundry Service
5. Mail/Phone Service
The Role of a Shelter
Partner Agencies
Best Practices

The Role of Shelter in the Crisis Response System

- Identifies all people experiencing or at risk of experiencing homelessness across the community
- Prevents homelessness whenever possible
- **Provides immediate access through coordinated** entry to shelter and crisis services without barriers to entry, as stable housing and supports are being secured
- Quickly connects people who experience homelessness to housing assistance and/or services tailored to the unique strengths and needs of households

U.S. Interagency Council on Homelessness

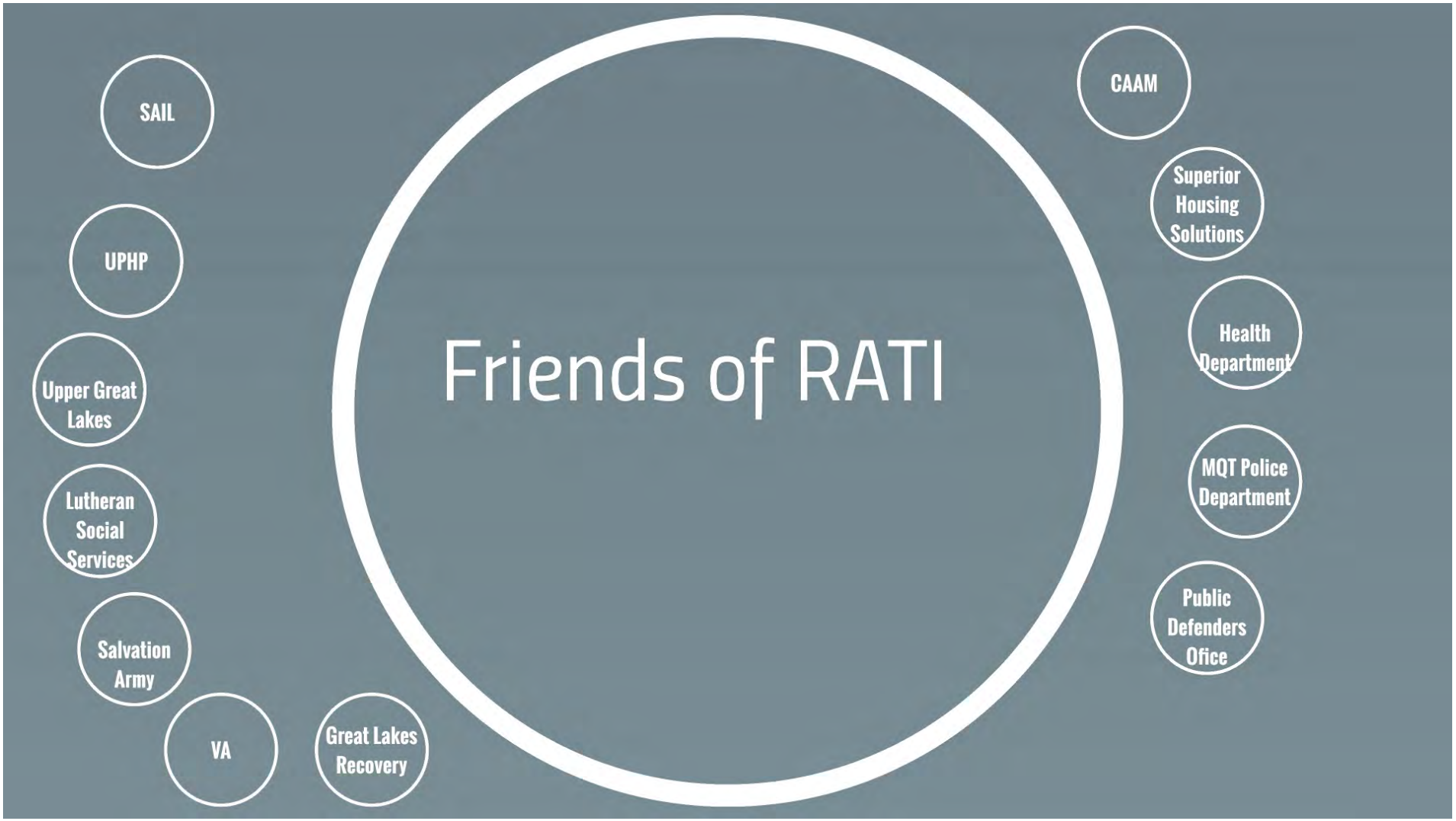
National Alliance to End Homelessness ENDHOMELESSNESS.ORG

WHAT WE DO

The Services Provided by LAMP include:

- Emergency Shelter
- Supportive Services (Day Center)
- Rapid Re-Housing
- Homeless Prevention
- Re-Entry Partnership Housing
- Street Outreach
- Transportation
- Case Management
- Clothes Closet
- Empowerment Classes
- Referrals

National Alliance to End Homelessness ENDHOMELESSNESS.ORG


Friends of RATI
SAIL
UPHP
Upper Great Lakes
Lutheran Social Services
Salvation Army
VA
Great Lakes Recovery
CAAM
Superior Housing Solutions
Health Department
MQT Police Department
Public Defenders Ofice

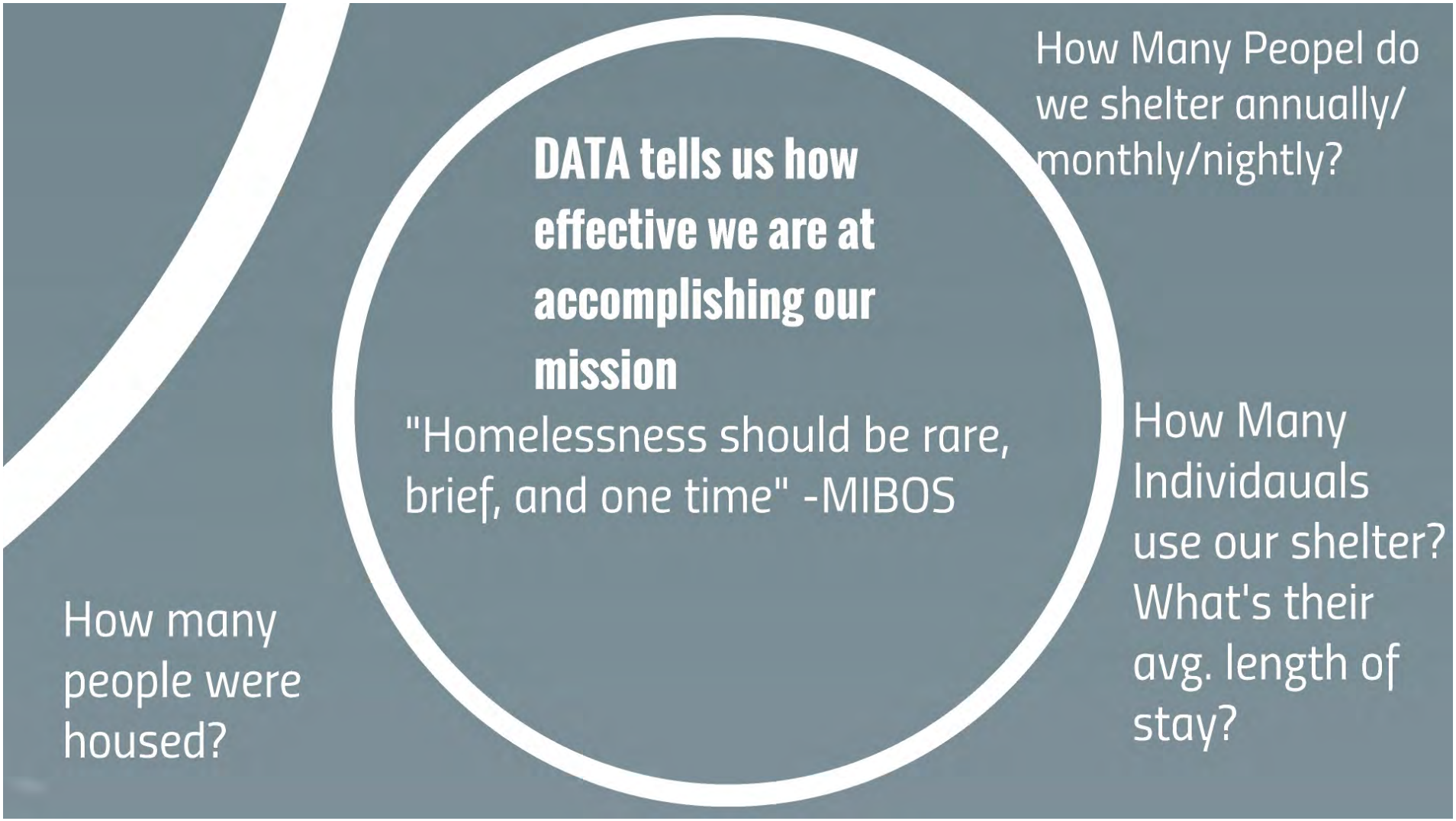
Retooling The Rules: Do Promote Safety

- **Focus on respect in behaviour**, not punishment for actions
- **Use a trauma-informed** approach
- **Use restrictions and barring sparingly**, and always connect people to alternative resources as best as possible
- **Know your own values and beliefs**; but, not impose those on others
- **Accept people** without judgment
- **Treat guests'** belongings respectfully
- **Encourage access** to basic needs like hygiene with dignity
- **Reinforce the strengths** of each person
- **Talk about housing** and community integration
- **Be transparent** in how decisions are made *with* guests, not about them
- **Circulate frequently throughout** the shelter and actively engage with guests to encourage housing and promote hope
- **Be sensitive** to the power of your position

-Iain De Jong, OrgCode Consulting

National Alliance to End Homelessness

ENDHOMELESSNESS.ORG


How Many Peopel do we shelter annually/ monthly/nightly?
DATA tells us how effective we are at accomplishing our mission
"Homelessness should be rare, brief, and one time" -MIBOS
How Many Individauals use our shelter? What's their avg. length of stay?
How many people were housed?

BARRIERS TO ENTRY

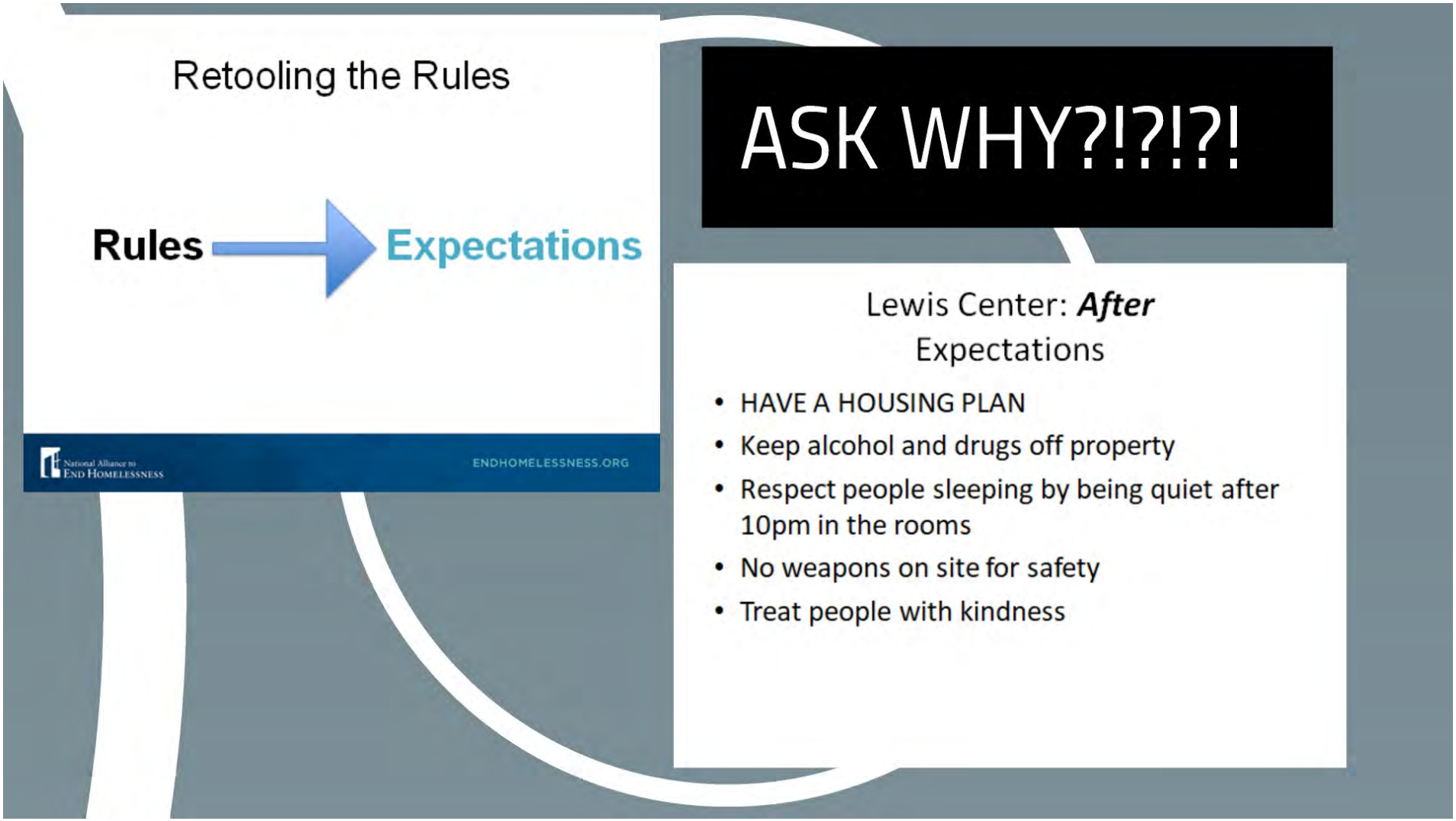
- I.D. Card
- Social Security Card
- Birth Certificate
- Drug and Alcohol Screening
- Mandated Classes
- Rules

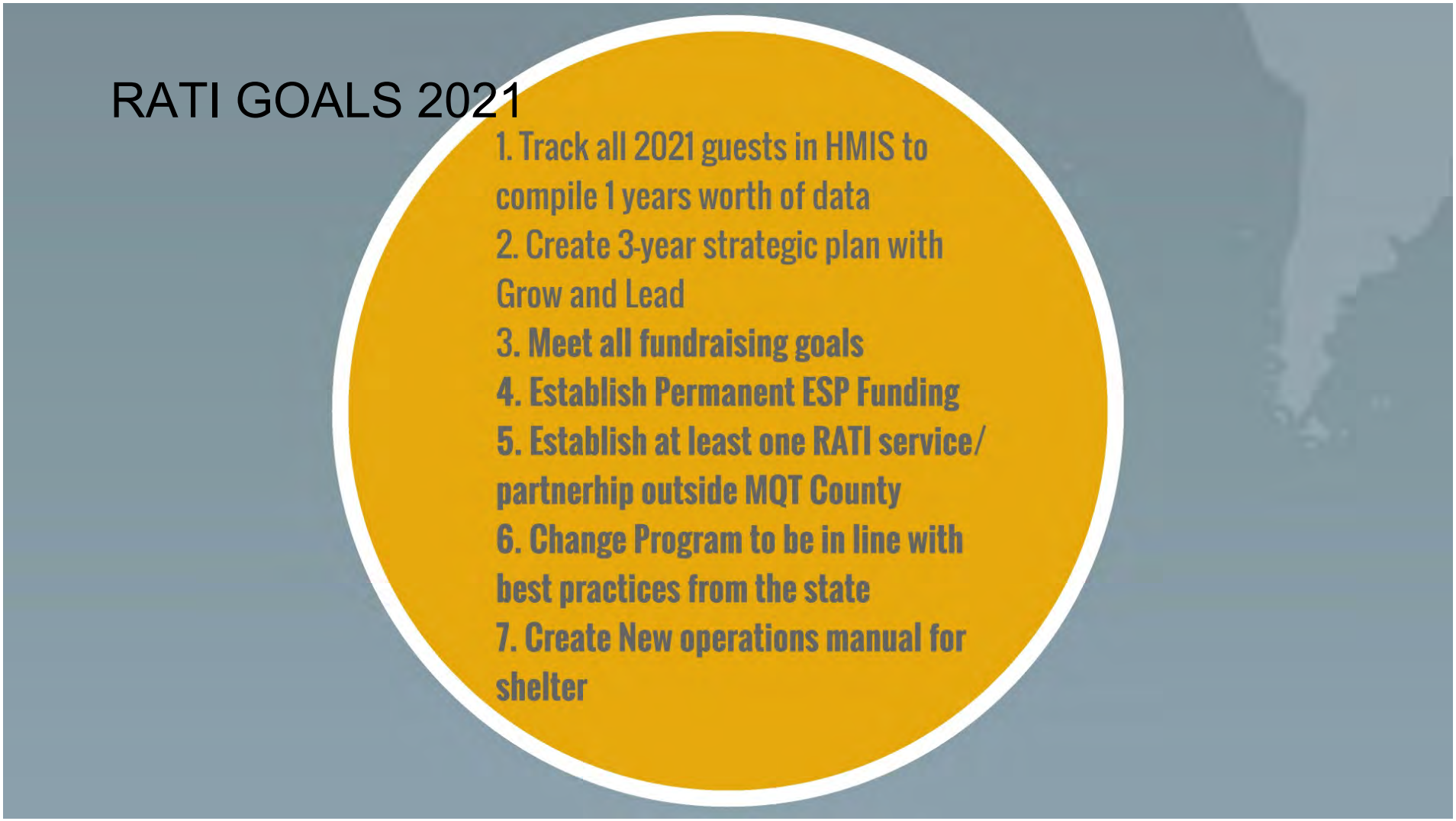
National Alliance to End Homelessness

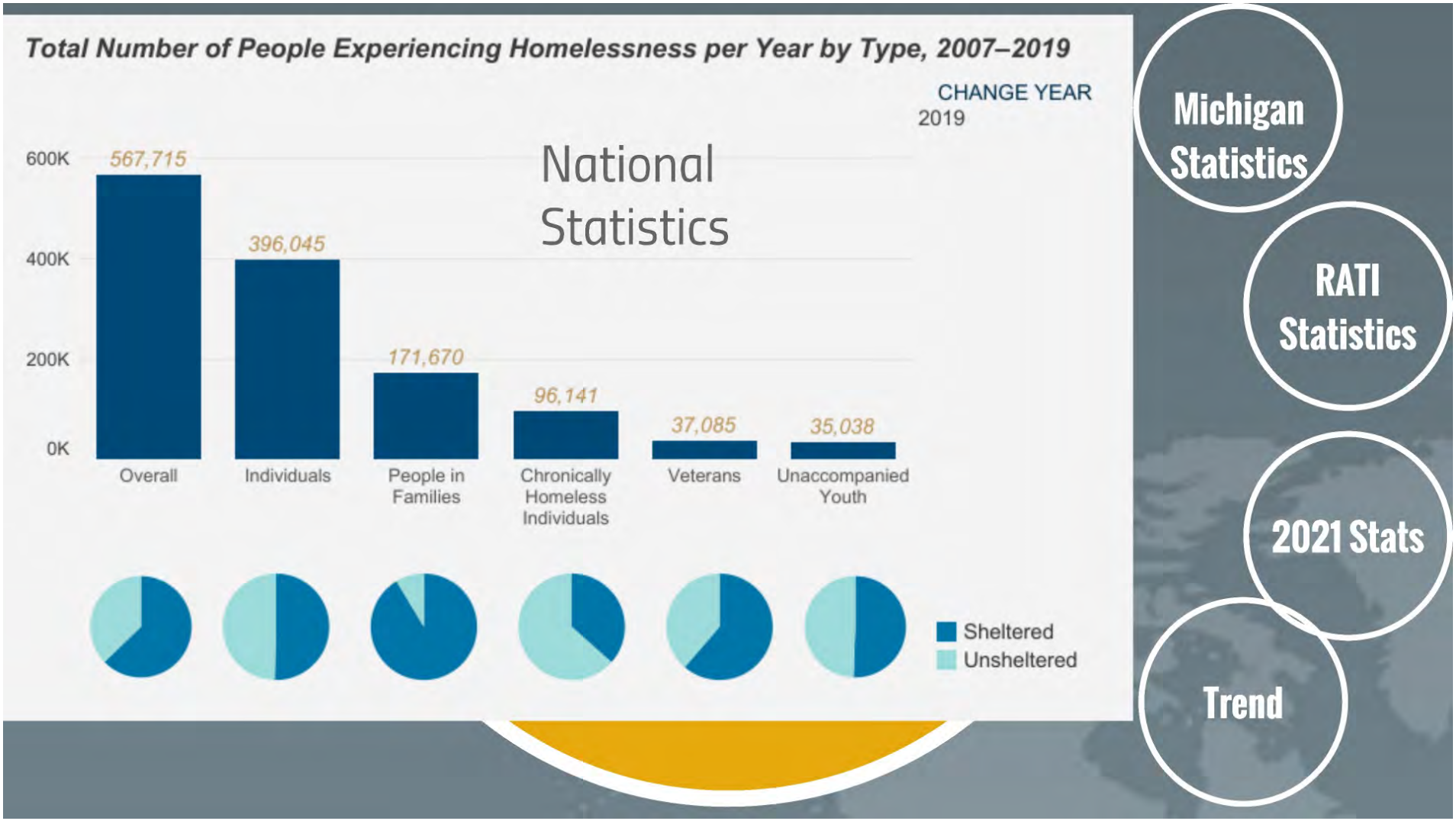
ENDHOMELESSNES

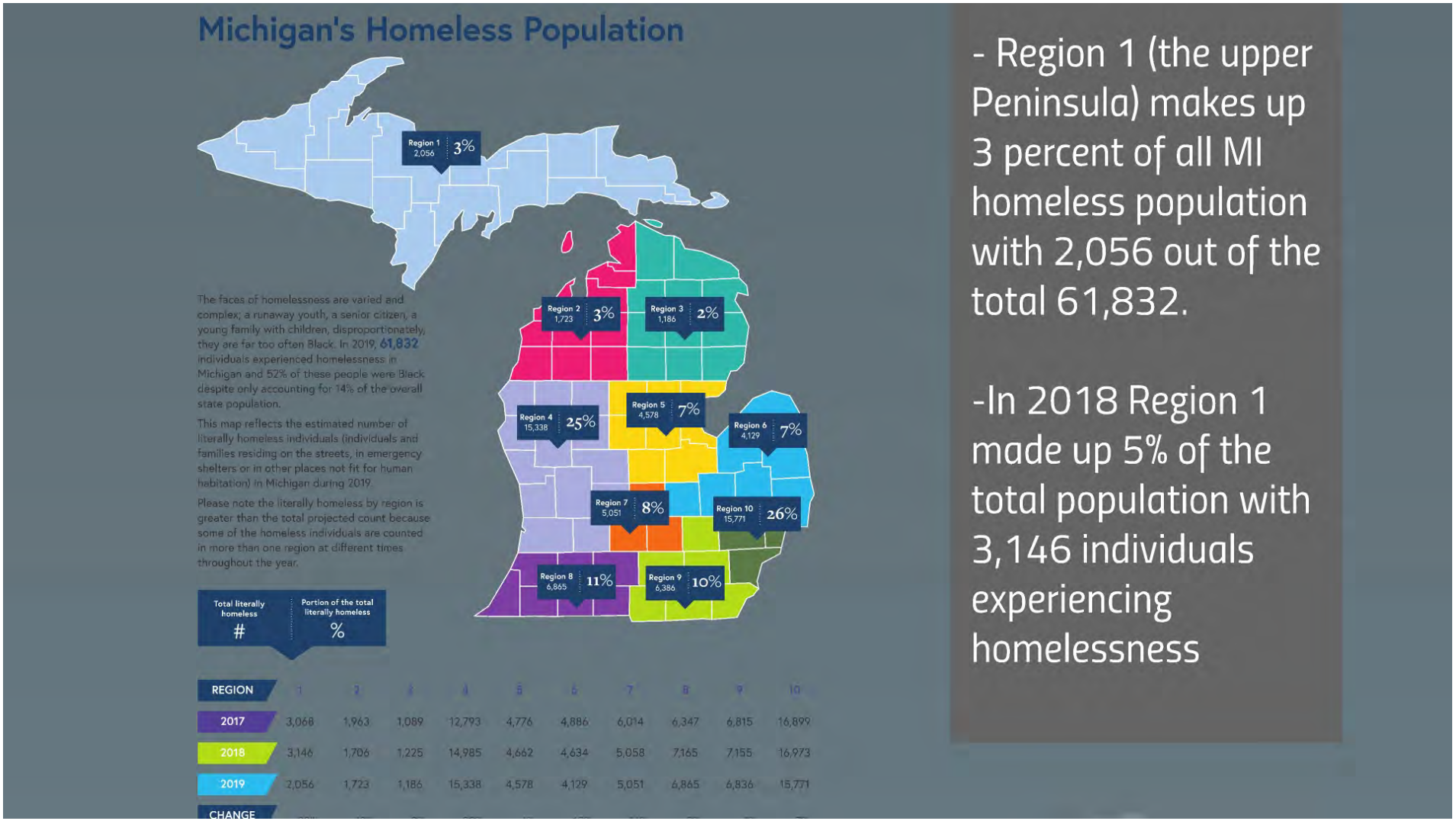
Lewis Center: ***After***
Transition to Low-Barrier

- Eliminated/Changed the following rules:
  - Drug testing
  - Required attendance to AA and Life Skills groups
  - Stopped all rules related to sobriety
  - Curfew


Retooling the Rules
Rules
Expectations
National Alliance to End Homelessness
ENDHOMELESSNESS.ORG
ASK WHY?!?!?!
Lewis Center: After Expectations
• HAVE A HOUSING PLAN
• Keep alcohol and drugs off property
• Respect people sleeping by being quiet after 10pm in the rooms
• No weapons on site for safety
• Treat people with kindness


RATI GOALS 2021
1. Track all 2021 guests in HMIS to compile 1 years worth of data
2. Create 3-year strategic plan with Grow and Lead
3. Meet all fundraising goals
4. Establish Permanent ESP Funding
5. Establish at least one RATI service/ partnerhip outside MQT County
6. Change Program to be in line with best practices from the state
7. Create New operations manual for shelter


Total Number of People Experiencing Homelessness per Year by Type, 2007–2019
CHANGE YEAR
2019
National Statistics
600K
400K
200K
0K
567,715
396,045
171,670
96,141
37,085
35,038
Overall
Individuals
People in Families
Chronically Homeless Individuals
Veterans
Unaccompanied Youth
Sheltered
Unsheltered
Michigan Statistics
RATI Statistics
2021 Stats
Trend


Michigan's Homeless Population
Region 1 2,056 3%
Region 2 1,723 3%
Region 3 1,186 2%
Region 4 15,338 25%
Region 5 4,578 7%
Region 6 4,129 7%
Region 7 5,051 8%
Region 8 6,865 11%
Region 9 6,386 10%
Region 10 15,771 26%
The faces of homelessness are varied and complex; a runaway youth, a senior citizen, a young family with children, disproportionately, they are far too often Black. In 2019, 61,832 individuals experienced homelessness in Michigan and 52% of these people were Black despite only accounting for 14% of the overall state population.
This map reflects the estimated number of literally homeless individuals (individuals and families residing on the streets, in emergency shelters or in other places not fit for human habitation) in Michigan during 2019.
Please note the literally homeless by region is greater than the total projected count because some of the homeless individuals are counted in more than one region at different times throughout the year.
Total literally homeless #
Portion of the total literally homeless %
REGION 1 2 3 4 5 6 7 8 9 10
2017 3,068 1,963 1,089 12,793 4,776 4,886 6,014 6,347 6,815 16,899
2018 3,146 1,706 1,225 14,985 4,662 4,634 5,058 7,165 7,155 16,973
2019 2,056 1,723 1,186 15,338 4,578 4,129 5,051 6,865 6,836 15,771
CHANGE
- Region 1 (the upper Peninsula) makes up 3 percent of all MI homeless population with 2,056 out of the total 61,832.
-In 2018 Region 1 made up 5% of the total population with 3,146 individuals experiencing homelessness

How Many People Stay at RATI?

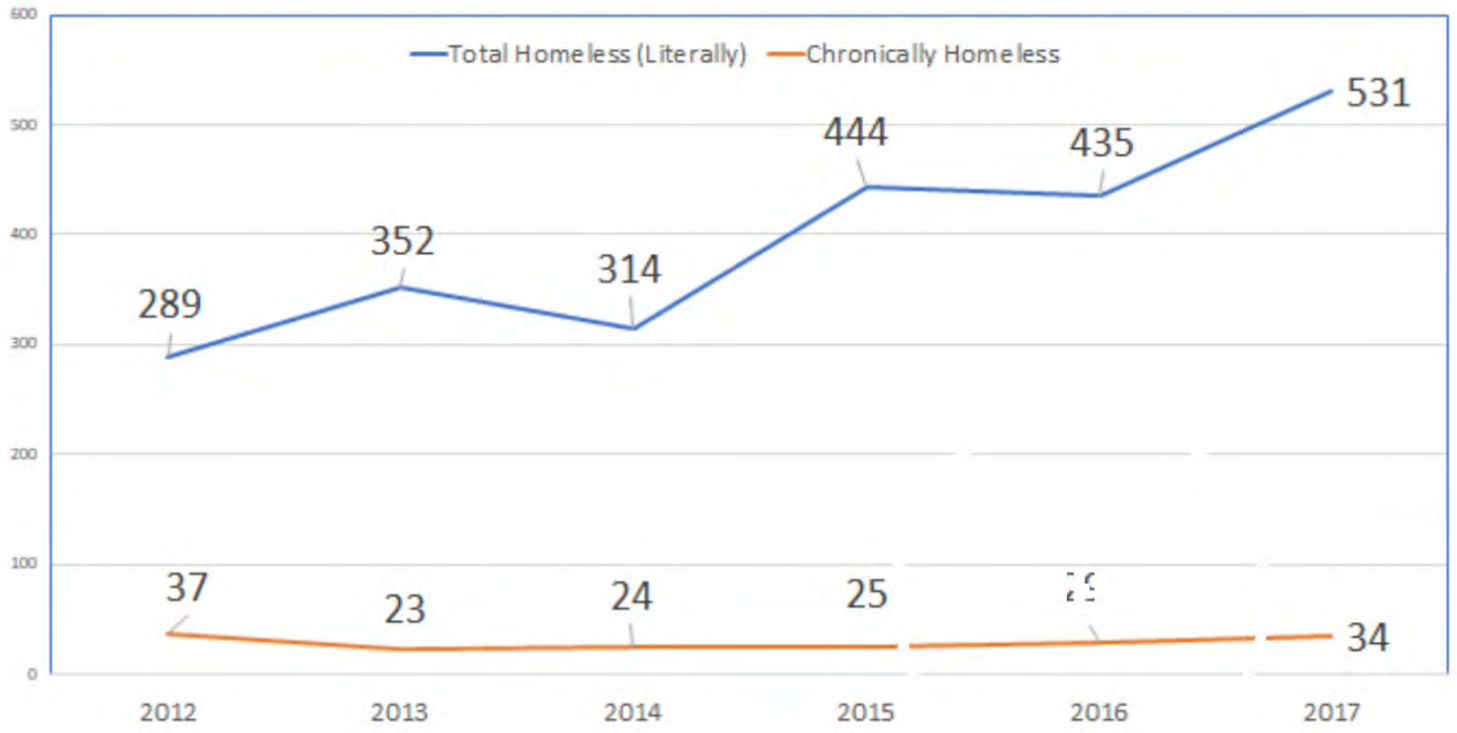
- 115 Unduplicated Individuals 2017-2018
- 88 Entered into HMIS
- < 1 Month = Average stay
- Nightly Census Avg range= 25-30 (11/11/19 33 stayed)
- Meals Served in October: 1,542

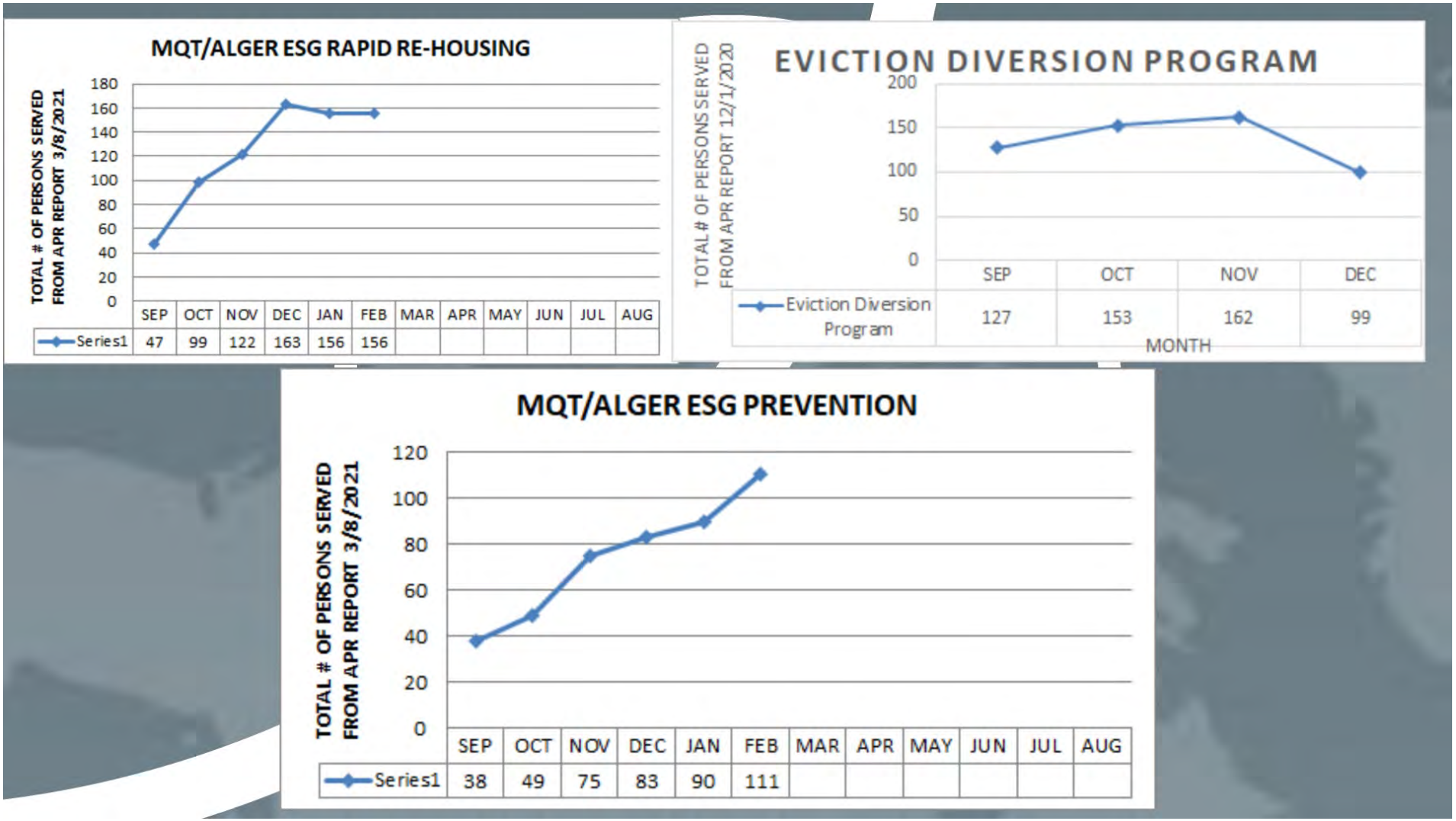
Chronically Homeless est. = 34

4/7/2021 MQT County Classifieds Facebook Page only lists10 Units.
8/10 aren't affordable with a standard MSHDA Voucher for $650
Between 1/1/21-4/1/21 50 guests have stayed with RATI. 30 out of 50 have been with us for less than 20 days. 8 out of 50, have been with us 1 year + and 4 of the 8 have been with us at least 2 years +
In 2020, 122 individuals utilized Room at the Inn's Emergency Shelter

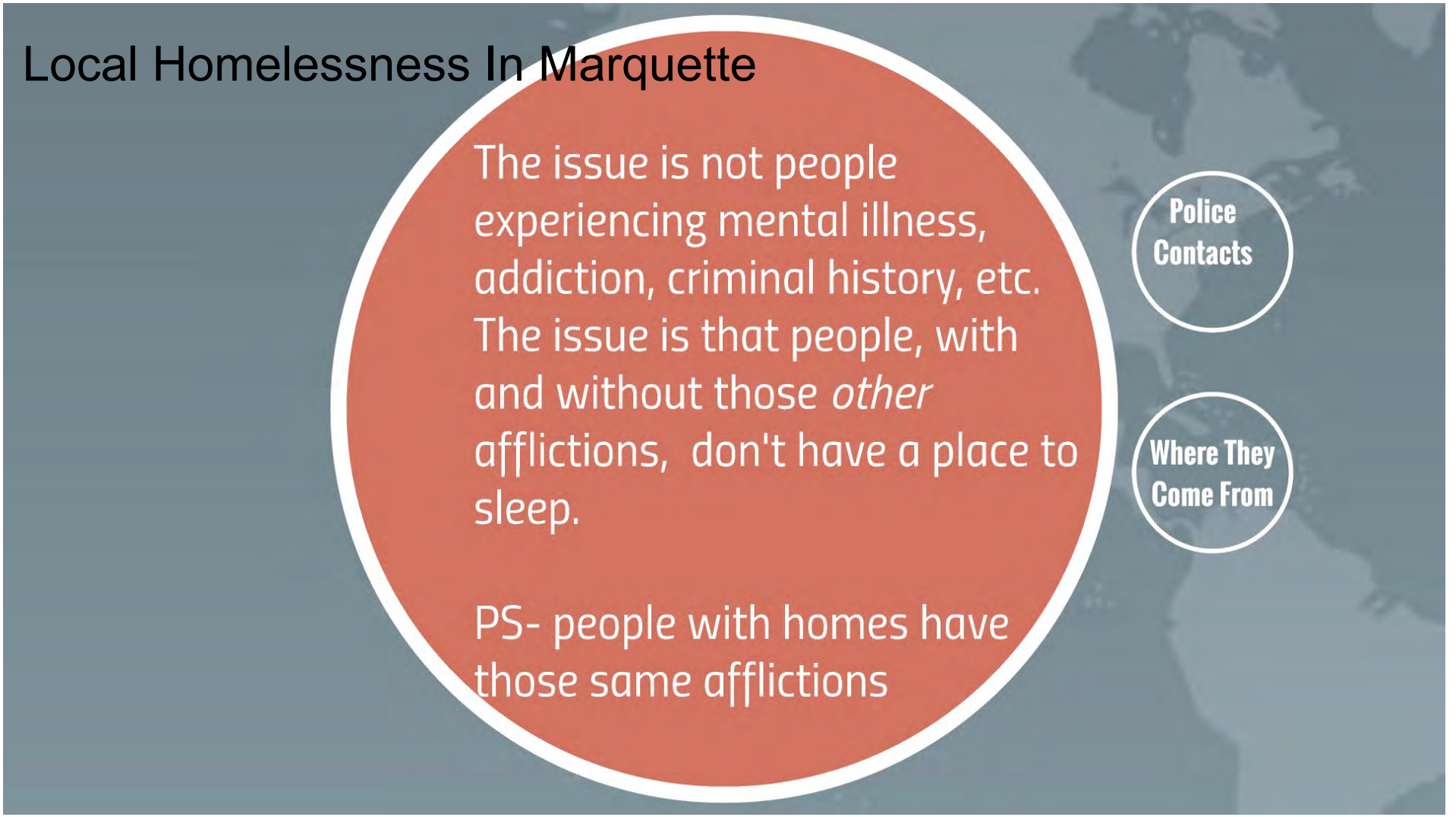
Homeless and Chronically Homeless in Marquette-Alger CoC (2012 – 2017)

Source: HMIS Homeless Count Reports (Includes Marquette, Alger, Schoolcraft)




MQT/ALGER ESG RAPID RE-HOUSING
TOTAL # OF PERSONS SERVED FROM APR REPORT 3/8/2021
180
160
140
120
100
80
60
40
20
0
SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG
Series1 47 99 122 163 156 156
EVICTION DIVERSION PROGRAM
TOTAL # OF PERSONS SERVED FROM APR REPORT 12/1/2020
200
150
100
50
0
SEP OCT NOV DEC
Eviction Diversion Program 127 153 162 99
MONTH
MQT/ALGER ESG PREVENTION
TOTAL # OF PERSONS SERVED FROM APR REPORT 3/8/2021
120
100
80
60
40
20
0
SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG
Series1 38 49 75 83 90 111

Local Homelessness In Marquette

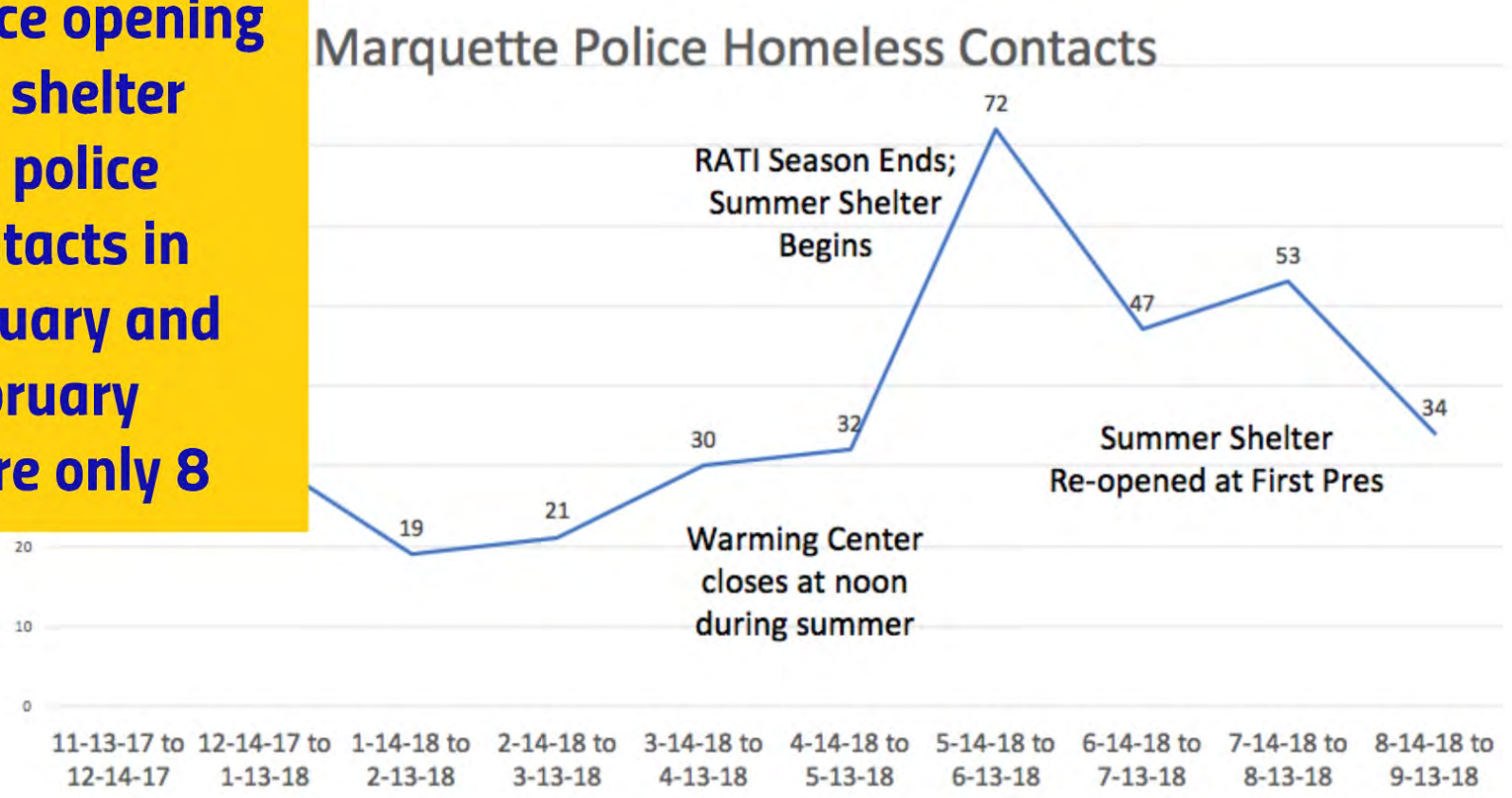


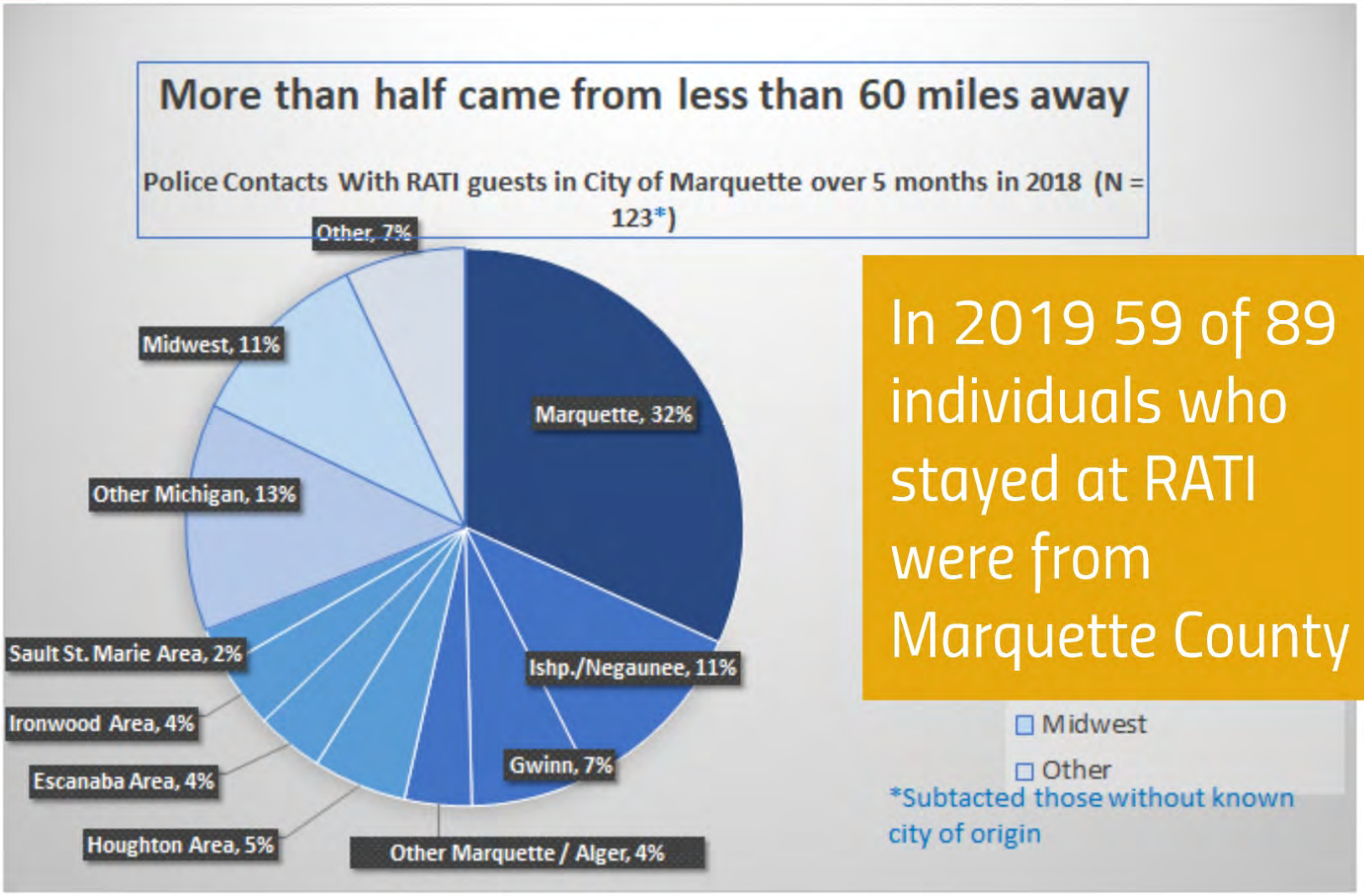
Reasons for Call: Top 10 Individuals

Issue	Total
Drunk/ Fall/ Passed Out / Sleeping	50
Trespass	19
Open Alcohol	12
Assault and Battery	11
EMS / Medical Assist	8
Disorderly	7
Suicidal	4
Loitering / Vagrancy	4
Camping	4
Bonfire	4
Criminal Sexual Conduct	4
Found Property	3
Warrant	3
Warrant Arrest	3

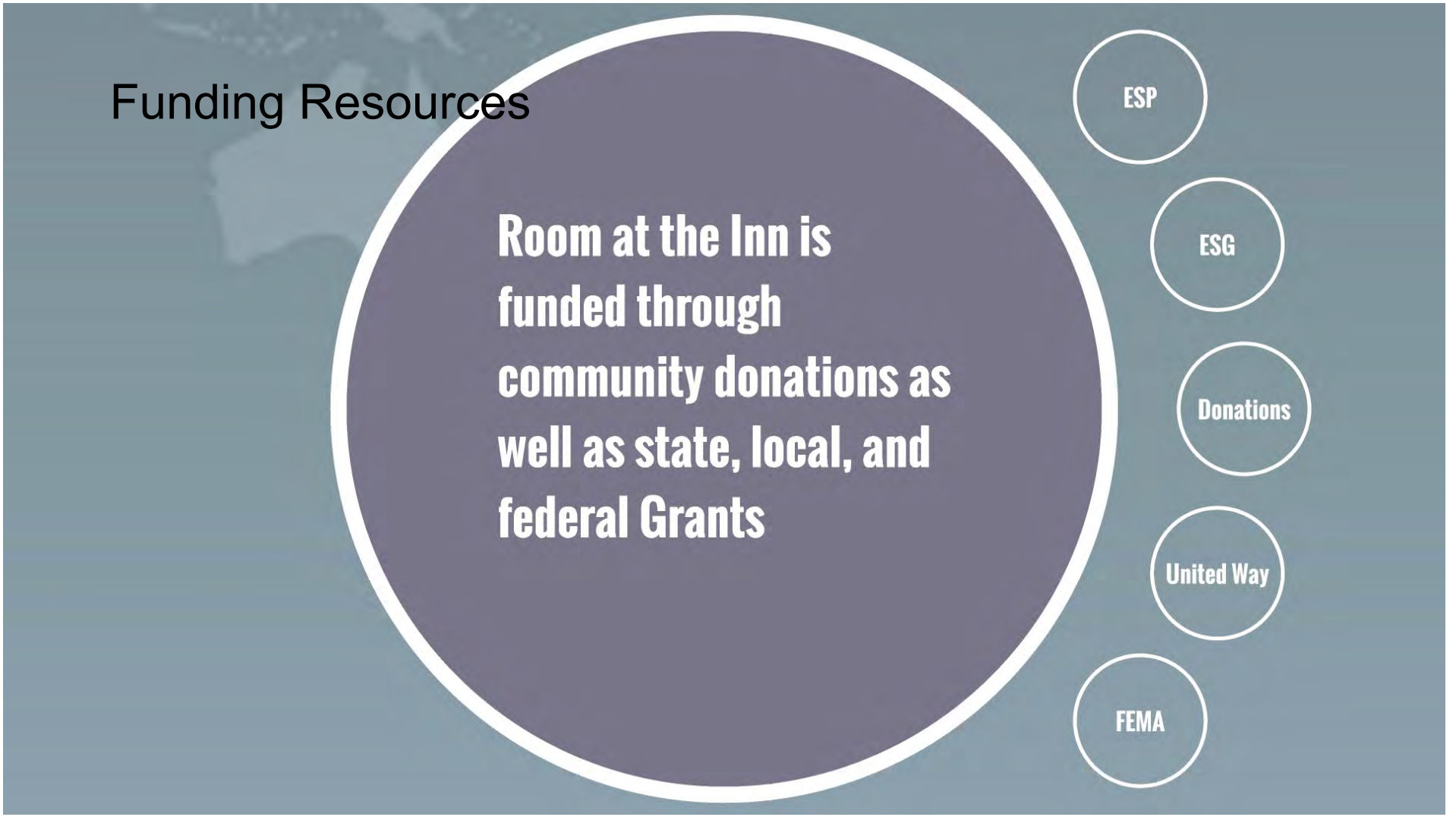
When We See Them

Since opening the shelter our police contacts in January and February were only 8

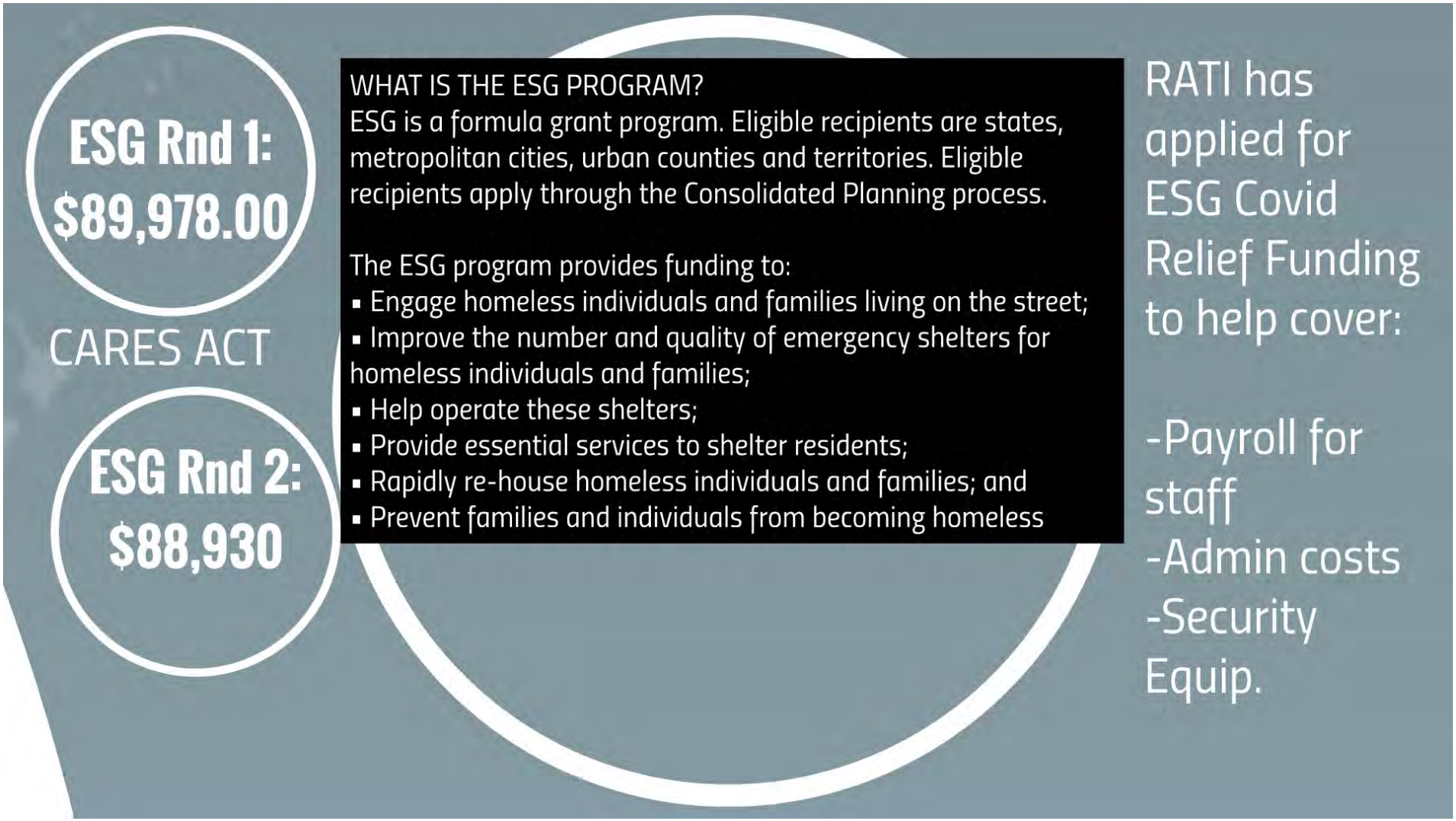



More than half came from less than 60 miles away
Police Contacts With RATI guests in City of Marquette over 5 months in 2018 (N = 123*)
Other, 7%
Midwest, 11%
Marquette, 32%
Other Michigan, 13%
Sault St. Marie Area, 2%
Ishp./Negaunee, 11%
Ironwood Area, 4%
Gwinn, 7%
Escanaba Area, 4%
Houghton Area, 5%
Other Marquette / Alger, 4%
In 2019 59 of 89 individuals who stayed at RATI were from Marquette County
Midwest
Other
*Subtacted those without known city of origin

Funding Resources

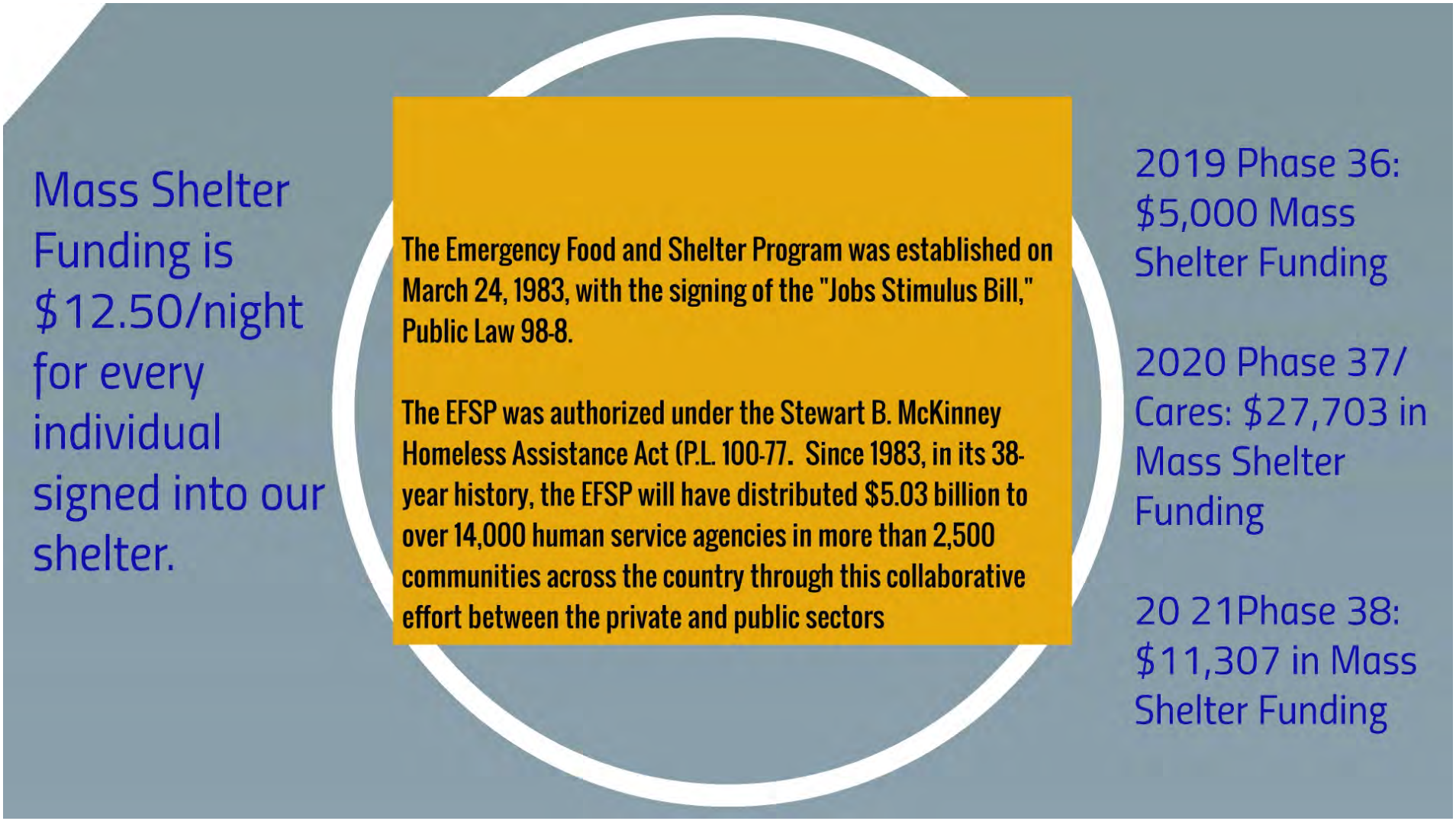


RATI 1-time contract 2020: $16,830
RATI CARES/ESP FUNDING 2021: $47,448
The Michigan Department of Health & Human Services (DHHS) administers the Emergency Shelter Program (ESP). ESP is operated statewide and provides emergency overnight lodging to households experiencing homelessness in Michigan. The ESP is managed by the DHS Housing and Homeless Initiative within the Bureau of Community Services at the DHS Central Office.
$18/night per person
At an average of 25 people per night, RATI would receive $164,250 in ESP Funding for 2022


ESG Rnd 1:
$89,978.00
CARES ACT
ESG Rnd 2:
$88,930
WHAT IS THE ESG PROGRAM?
ESG is a formula grant program. Eligible recipients are states, metropolitan cities, urban counties and territories. Eligible recipients apply through the Consolidated Planning process.
The ESG program provides funding to:
▪ Engage homeless individuals and families living on the street;
▪ Improve the number and quality of emergency shelters for homeless individuals and families;
▪ Help operate these shelters;
▪ Provide essential services to shelter residents;
▪ Rapidly re-house homeless individuals and families; and
▪ Prevent families and individuals from becoming homeless
RATI has applied for ESG Covid Relief Funding to help cover:
-Payroll for staff
-Admin costs
-Security Equip.

RATI receives funding from individuals, business', and local Churches
Churches
Individual
Business

The United Way Community Impact allocates dollars towards United Way's Funding Priorities.
These priorities, developed through a community- wide assessment process, focus on the most urgent health and human service needs in Marquette County.
RATI has received a combined $16,055 over both 2019 & 2020 campaign seasons. We reapplied for entry for 2021


Mass Shelter Funding is $12.50/night for every individual signed into our shelter.
The Emergency Food and Shelter Program was established on March 24, 1983, with the signing of the "Jobs Stimulus Bill," Public Law 98-8.
The EFSP was authorized under the Stewart B. McKinney Homeless Assistance Act (P.L. 100-77. Since 1983, in its 38-year history, the EFSP will have distributed $5.03 billion to over 14,000 human service agencies in more than 2,500 communities across the country through this collaborative effort between the private and public sectors
2019 Phase 36: $5,000 Mass Shelter Funding
2020 Phase 37/ Cares: $27,703 in Mass Shelter Funding
20 21Phase 38: $11,307 in Mass Shelter Funding

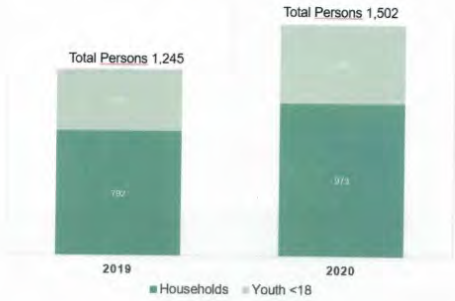
Housed –> Homeless–> RATI–> CAAM–>Housing Programs Janzen House, SHS, MQT Low-Income Housing, RRH, PSH, Recovery Housing, Halfway housing

Guests are scored based on acuity Score
VI-SPDAT

Low Acuity = Self Resolve (0-3)
Medium Acuity = Rapid Re-Housing (3-9)
High Acuity= Permanent Supportive Housing (9+)

The System

PIT Comparison 2019 & 2020

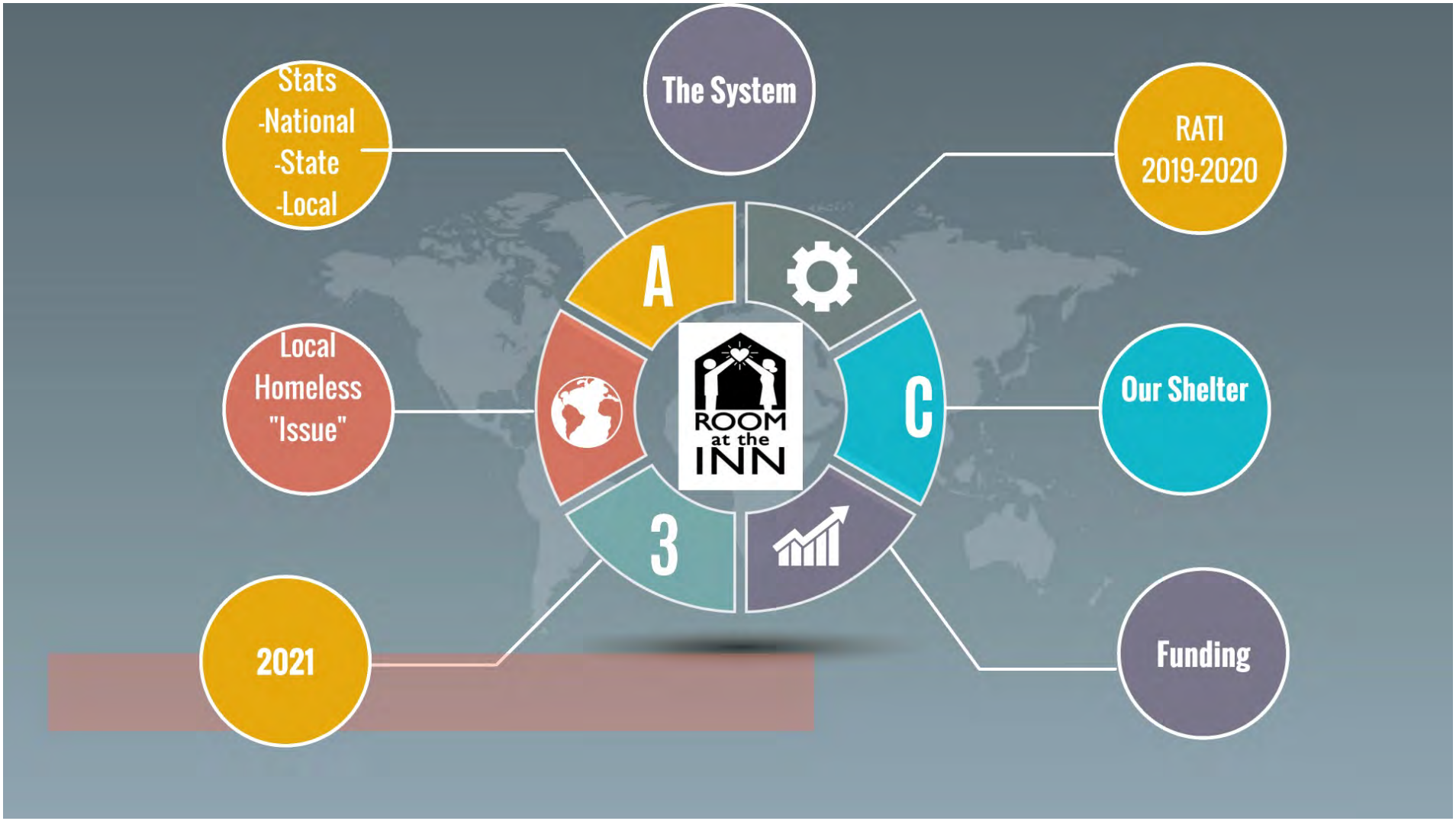


RRH & PSH need based on VI-SPDAT

	Singles		Families	
Region	Score for RRH	Score for PSH	Score for RRH	Score for PSH
Region 1	183	73	88	88
Region 2	112	36	51	23
Region 3	126	50	63	35
Region 4	256	177	201	190
Region 5	341	146	146	117
Region 6	227	179	125	116
Region 7,8,9	276	183	198	128
	1521	844	872	697

Marquette had 47 RRH referrals in Spetember of 2020 and 156 in February of 2021

Additionally Community action assisted 216 individauls retain housing in MQT County through the Eviction Diversion Program and ESG Cares Funding in Fall of 2020. That's 216 almost homeless individuals!


Stats
-National
-State
-Local
The System
RATI
2019-2020
A
Local
Homeless
"Issue"
ROOM
at the
INN
C
Our Shelter
3
2021
Funding

Superior Housing Solutions

Who are we?

Superior Housing Solutions: a 501c3 non-profit based in Marquette, MI

- We exist to assure that all vulnerable individuals, including those who are homeless and/or near homeless, have access to supportive housing that is safe, affordable, accessible and appropriate to promote self-actualization in an inclusive and supportive community.

Website: www.SuperiorHousingSolutions.org

Facebook: Superior Housing Solutions

Superior Recovery House

Why do we exist?

- In 2017 there was a homelessness summit in Marquette to review the current services and identify gaps and opportunities.
  - During that summit it was identified that Permanent Supportive Housing is the major missing piece of the puzzle in Marquette and that Recovery Residences are a necessary and important piece of the overall solution.
- As a person in long-term recovery, who had worked with the homeless community in the past, Ryan Redmond felt called to focus his advocacy work on this issue.
- He convened a board made up of members of the local helping community who are uniquely familiar with the barriers faced by the homeless in Marquette through current and former work.
- ***On March 9, 2019 Superior Housing Solutions was granted 501c3 status and set to work.***

Why do we exist?

- As a first phase of our work, Superior Housing Solutions (SHS) was able to acquire a boarding house located at the end of Fisher Street with hopes of converting the space from a boarding house to Recovery Residence.
- While trying to find new housing for the men currently living at the boarding house, we became intimately familiar with the barriers to housing that exist in the Marquette area.
  - Criminal Background
- Because of those barriers, and a complete lack of appropriate housing options, SHS opted to operate Fisher Street as Transitional Housing and search for another location to be used as a Recovery Residence.
- We found that location in July 2020 and have been operating a successful Recovery Residence that can accommodate up to 7 residents and a live-in House Manager.

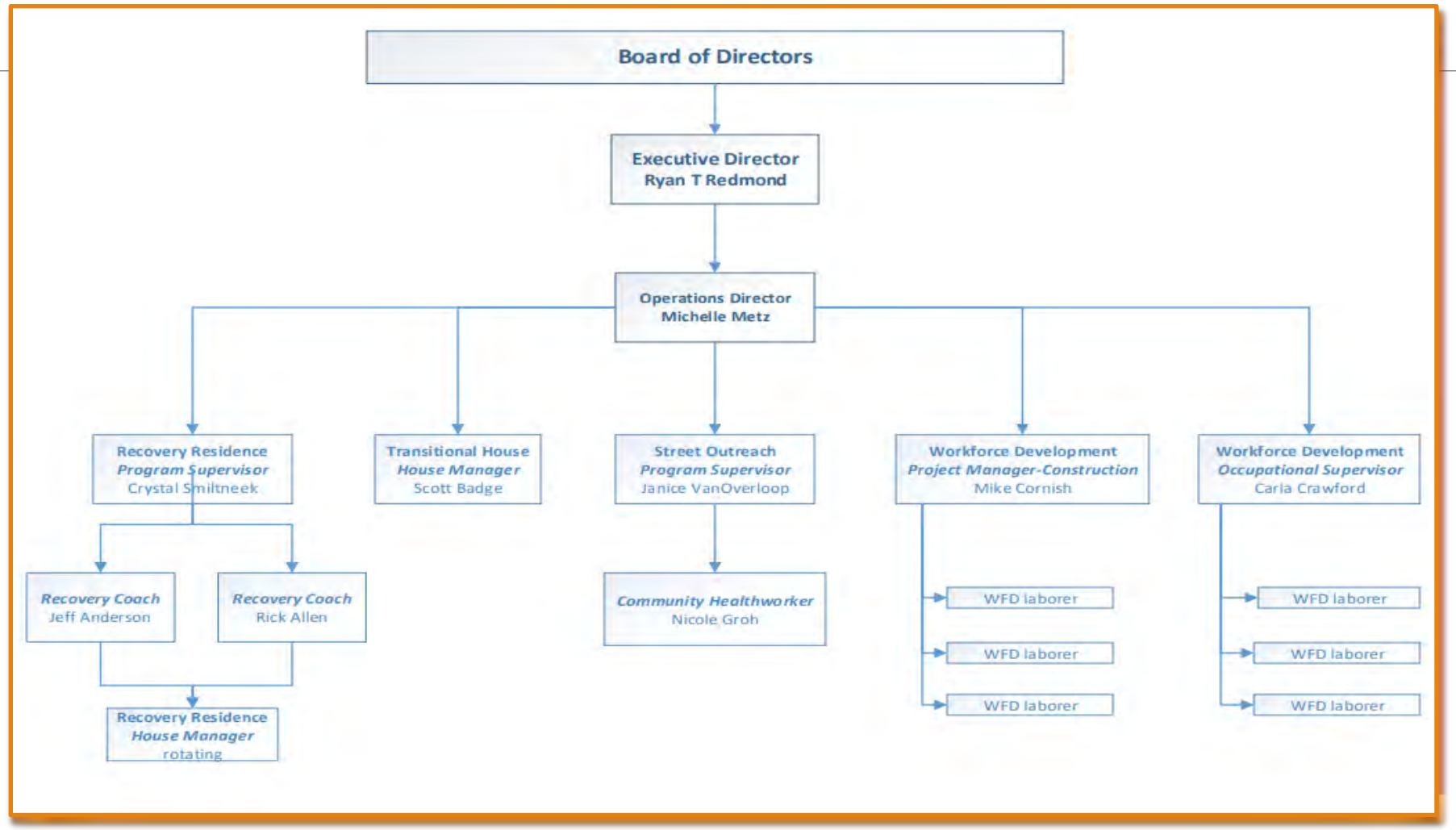
Why are we necessary?

- Marquette has successful homeless services through CAAM, Janzen and RATI, but there are still gaps that need to be filled, primarily as pertains to chronically homeless and those not sheltered. Superior Housing Solutions has been working to fill those gaps and facilitate connections with the appropriate agencies, specifically CAAM.
- A prime example of one of these people is Larry, who unfortunately passed away at the hospital on Sunday March 7, 2021.
  - Superior Housing Solutions' state-certified Community Health Workers - in this case Ryan Redmond, CHW – regularly drove the streets of Marquette in 2020 to find and connect with Larry, and others, to provide support and reconnection with services where possible.
  - Ryan successfully convinced Larry to attend PCP appointments and renew his prescriptions
  - Larry reconnected with CAAM and RATI and was able to take meals at the Warming Center and stay at the shelter during the coldest parts of the winter
  - Unfortunately, because of his alcoholism and need for support, there is no housing in Marquette that can accommodate people like Larry. ***Permanent Supportive Housing is the solution.***

What do we currently offer?

- Street Outreach
- Recovery Coaching
- Supported Housing
- Recovery Housing
- Work Force Development

SHS Organizational Chart



Street Outreach

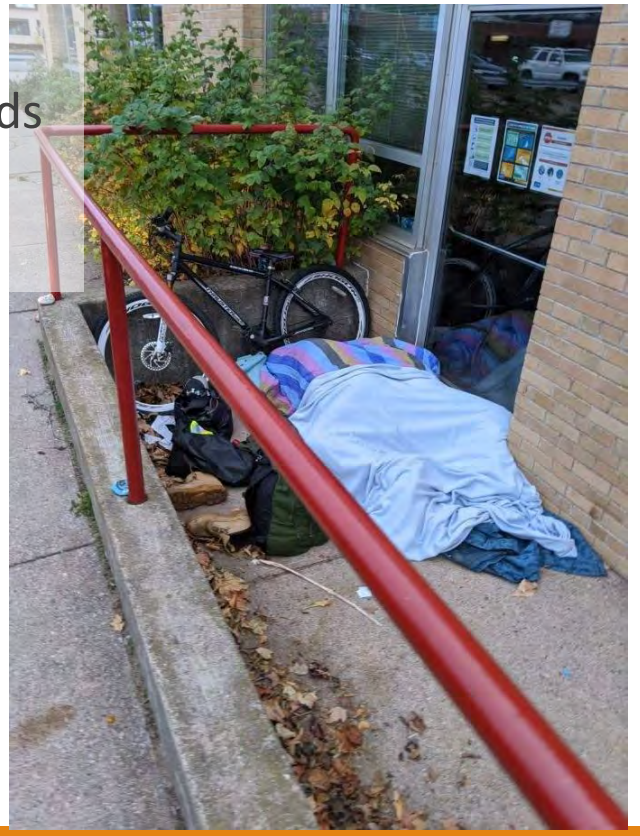
Work with the homeless individuals in our community; support them in meeting their needs.

SOCIAL DETERMINANTS OF HEALTH

- **Provide clothing, food, services**
  - Hand out trash bags to facilitate clean-up in unsheltered areas
- **Community Health Workers**
  - Coordinate Medical Care
  - Housing Search
  - Connect with appropriate local agencies, primarily CAAM
- **Recovery Coaching – Meet them where they're at!**
  - Goal Setting and mentoring
- **Treatment Facilitation**
  - Work with clients to set-up and keep intake appointments
  - Transport to treatment

DOCUMENT READINESS

- Birth Certificates
- Social Security Cards
- ID's



Supportive Housing – Fisher Street

- Harm Reduction model
- No maximum term of stay
- House meetings and participation in chores
- Community Involvement
- Community Health Worker& Recovery Coach support
- Connected to Pathways and ACT
- Live-in House Manager

Supportive Housing – Fisher Street

Transitional Housing

- **Provided emergency shelter to seven individuals discharged from RATI during COVID who had no other options in Marquette.**

Recovery Residences

A sober, safe, and healthy living environment that promotes recovery from alcohol and other drug use and associated problems

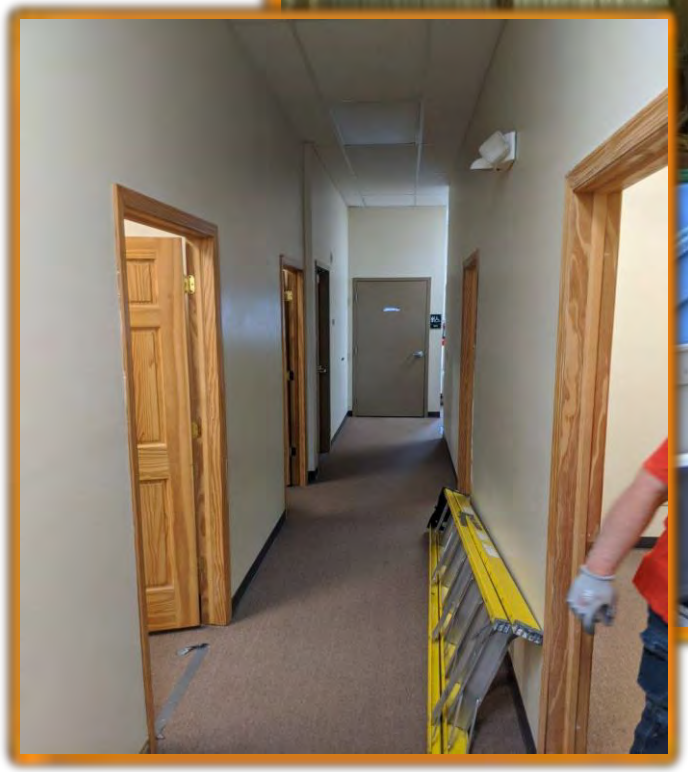
- **Meet State and National Accreditation Standards**
  - MARR and NARR
- **Structured Living**
- **Access to and Assistance with Navigating Resources**
- **Coaching**
  - Recovery
  - Life Skills
- **Community Service**
- **Marquette – Men's House**
- **Dickinson/Iron – Women's House**

Workforce Development

A supervised work team that can contract to do small jobs within the community.

- **Provide paid work for members of our homeless and recovery communities**
- **Vulnerable Populations**
- **Little to no work history**
- **Community building**
  - **Recovery and in general**
  - **Our recovery residents are encouraged to participate in WFD**
- **Community service**

Workforce Development

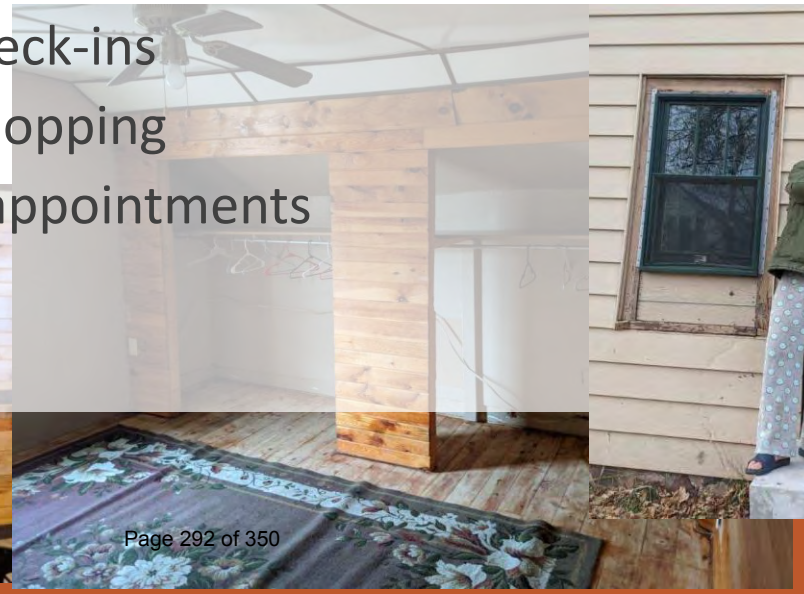


Garden Project

Ishpeming House

Supported Housing Location

- **Providing housing through RRH and Lutheran Social Services to a couple who has been chronically homeless in Marquette for the past three years.**
- **Community Health Workers & Recovery Coaches provide wrap-around care**
  - Weekly check-ins
  - Grocery shopping
  - Physician appointments



Solutions

- **SHS's committed to ending homelessness by housing the most vulnerable and highest need. The next on the "by name list".**
- **Permanent Supportive Housing**
  - Subsidized
  - Combines low-barrier affordable housing, health care, and supportive services to help individuals and families lead more stable lives.
  - Typically targets people who are homeless or otherwise unstably housed, experience multiple barriers to housing, and are unable to maintain housing stability without supportive services.

Thank You

RRedmond@superiorhousingsolutions.org

Appendix G

LSCP Presentation

Sarah Lucas, CEO
May 11, 2021

HOUSING NORTH

Communications
Public and local government opposition limit housing development opportunities

Networks Northwest
Talent / Business / Community

Policy
Limited tools and funding for local government

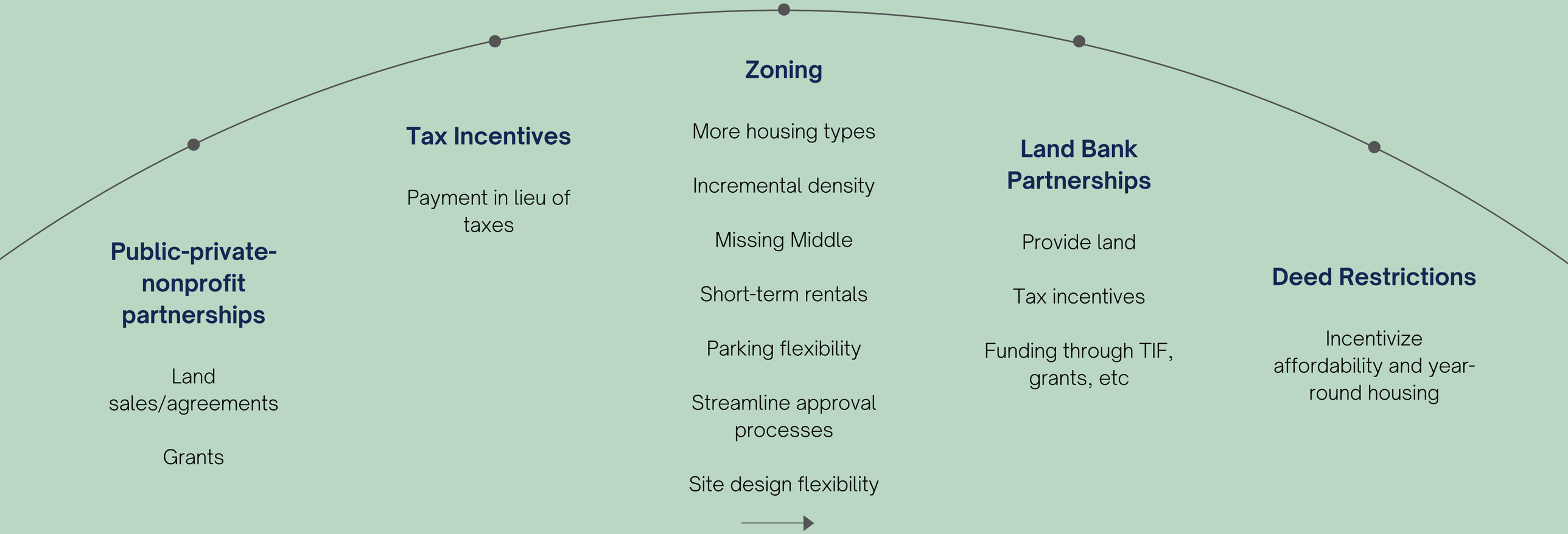
ROTARY CHARITIES of TRAVERSE CITY

Capacity
Local government and funding support

FREY FOUNDATION

Local Government Roles

Provide local development support & capacity



Public-private-nonprofit partnerships

Land sales/agreements

Grants

Tax Incentives

Payment in lieu of taxes

Zoning

More housing types

Incremental density

Missing Middle

Short-term rentals

Parking flexibility

Streamline approval processes

Site design flexibility

Land Bank Partnerships

Provide land

Tax incentives

Funding through TIF, grants, etc

Deed Restrictions

Incentivize affordability and year-round housing

State Policy

Creating long-term solutions for housing

LIHTC

Change funding criteria to make small communities more competitive

HOUSING MICHIGAN

Legislation

Bi-partisan bills to create more tools for local governments to incentivize needed development

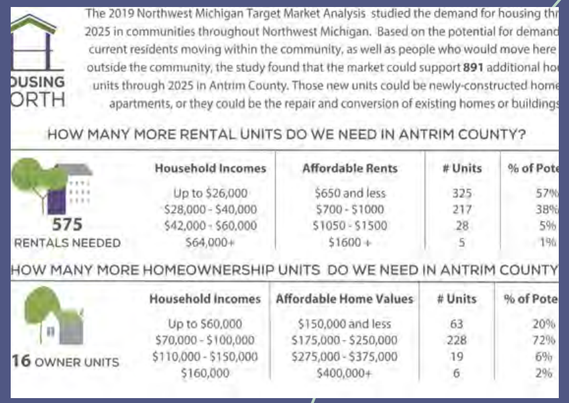
Funding

Michigan Housing Trust Fund

Leverage federal funding opportunities

Community Awareness & Engagement

Build support & leadership for housing solutions



The 2019 Northwest Michigan Target Market Analysis studied the demand for housing thr
2025 in communities throughout Northwest Michigan. Based on the potential for demand
current residents moving within the community, as well as people who would move here
outside the community, the study found that the market could support **891** additional ho
units through 2025 in Antrim County. Those new units could be newly-constructed home
apartments, or they could be the repair and conversion of existing homes or buildings

HOUSING NORTH

HOW MANY MORE RENTAL UNITS DO WE NEED IN ANTRIM COUNTY?

575 RENTALS NEEDED

Household Incomes	Affordable Rents	# Units	% of Pote
Up to $26,000	$650 and less	325	57%
$28,000 - $40,000	$700 - $1000	217	38%
$42,000 - $60,000	$1050 - $1500	28	5%
$64,000+	$1600 +	5	1%

HOW MANY MORE HOMEOWNERSHIP UNITS DO WE NEED IN ANTRIM COUNTY

16 OWNER UNITS

Household Incomes	Affordable Home Values	# Units	% of Pote
Up to $60,000	$150,000 and less	63	20%
$70,000 - $100,000	$175,000 - $250,000	228	72%
$110,000 - $150,000	$275,000 - $375,000	19	6%
$160,000	$400,000+	6	2%

Data & Studies

Raise awareness & understanding of housing needs and solutions

Grassroots Advocacy

Homes for Our Future Campaign

Community events

Regular media coverage

Housing Networks

Bring together advocates, leaders, and the public

Presentations & trainings to create "champions"

Communications toolkit with talking points and data

Homes for Our Future
Campaign info, housing data, Housing Ready Checklist, and communications toolkit

homesforourfuture.org

Housing Michigan
Policy briefs and advocacy information

housingmichigan.weebly.com

Marquette County Housing Needs Assessment
2020 Housing Data

cuppad.org/plans-and-documents

Sarah Lucas, CEO
slucas@marquette.org
231-920-2116

Appendix H

Interviews and Correspondence

Interview Notes: Deanna Johnson & Janna Lies, Marquette Habitat for Humanity
2:00 PM, Wednesday, March 17, 2021
Interview conducted via Zoom by AHHC Chairperson Evan Bonsall

General Feedback & Recommendations

Janna found the Initial Report very interesting and informative, and was glad to see policy proposals on things that can be done at the local level. In the Final Report, she would like to see even more actionable, short-to-medium-term items that can be addressed directly by the City, rather than ideas that will take a long time to implement or have long-term, indirect effects (like zoning reform).

Deanna agreed with Janna's statement, and noted that there is a big push from Habitat International to look at the housing affordability crisis at a local level and encourage local action.

Deanna also said that Habitat wants to develop more affordable homes in the City of Marquette and many of their clients want to live in the City, but it's nearly impossible to find lots there.

Deanna and Janna both stated that a regularly updated, easy-to-read public inventory of City-owned land that could be available for affordable housing development would be very helpful for Habitat and other potential affordable housing developers – basic data like acreage, zoning info, and appraised value would be important to include in this inventory. They also liked the idea of the City putting out RFPs for some of those City-owned parcels of land, specifically soliciting affordable/workforce housing development proposals.

Habitat recently requested that the City donate some City-owned parcels to them so they could build affordable single-family homes in the City, and Deanna and Janna were disappointed that the City couldn't donate any property to them because the City Charter prohibits the City from transferring property to anyone for less than 80% of its appraised value. If possible, they would like to see the City amend our Charter to allow the City to donate property to registered not-for-profit entities on the condition that they use the property for affordable housing development or some other public purpose.

They also noted that the City could not even tell Habitat how much their properties were worth, because they have not been appraised and are recorded as having $0 of taxable value. The City needs to get more of their buildable properties appraised just to be able to have preliminary conversations with potential affordable housing developers.

What is the typical demographic of people you serve who are seeking to purchase a home (age, income level, family size, etc.)?

Habitat for Humanity's target market is under 60% Area Median Income, or AMI (somewhere in the $150,000 range for a single-family home). They are required to sell their homes at fair market value, but Habitat can and does subsidize the sales price to keep it at an affordable level ($150,000 for a household earning 60% AMI). Habitat clients can earn up to 80% AMI, but typically they try to take applicants at or below 60% AMI.

In the past 2 years, Habitat has worked with a lot of single mothers, one married couple without children, and a married couple with children. People also have a misconception that you need to be a family unit to apply, but you don't, individuals can apply as well, even if this is very rare.

Habitat prefers first-time homebuyers, and their applicants are almost always renters. Applicants are required to have unmet housing needs (not affordable, in poor condition, too small, etc.).

Clients are required to put in "sweat equity" of 250 hours per adult in the household in the construction of the home. When they partner with people with disabilities, these clients can meet the sweat equity requirement by helping out at the office, working in the ReStore, having friends and family pitch in, etc.

Habitat does preserve the long-term affordability of the homes they build with a "silent second mortgage" that is paid off over a number of years, usually during the lifetime of the loan but sometimes over a shorter period of time. This prevents someone from immediately reselling the home for profit while the silent second mortgage is still being paid off. Going forward, Deanna said that all silent second mortgages for Habitat homes will be for the life of the loan (usually 30 years) – in the past it was often for only 10 years or less. This means that Habitat homes will remain relatively affordable for decades.

In your years working in this industry, what positive changes have you seen regarding the ability of local residents to purchase a home in Marquette? What negative changes have you seen?

Deanna: The cost of materials and land has risen a lot in Marquette, and very recently COVID-19 has made everything much more expensive, including labor. These trends are of course not confined solely to Marquette, but are national trends that are impacting most housing markets.

Janna: 10 years ago, I wanted to settle in Marquette, but it was very tough for most young people to afford housing in Marquette even at that time. 10 years ago, our apartment was more expensive than our friends' much nicer apartments in downtown Milwaukee, Green Bay, Appleton, etc., and we were eventually forced out to Sawyer to buy a home. Since then, the problem has gotten even worse, and most of my friends in their 20s or 30s are either still splitting rent between 3-4 people like they were in college, or are moving out of Marquette to buy a home or even just to find affordable rental housing. Many of them will probably never come back because they will never be able to afford housing in Marquette if prices keep rising at the current rate.

Janna: Lumber prices in particular are really out of control, but there are groups that are trying to organize to approach local and state legislative bodies to try to address the cost of materials. I work with many contractors, and there is also a shortage of skilled labor in the construction industry. The City should take some kind of action to support federal and state-level legislative efforts to bring costs of materials down and promote career & technical education (CTE) and the trades.

- The Home Builders Assn. (HBA) of the UP recently released something about state legislation, and Habitat has put out content about federal legislation. The City Commission could pass resolutions supporting this legislation, and/or direct our City lobbyist and our elected officials to support this legislation – other communities have already done this.

Janna: We also need to think about keeping the inventory that is on the market habitable and safe – there is a need for an easy-to-find and easy-to-use central portal for Marquette City/County residents to

find income-based repair programs. We hear that a lot of homeowners don't even know where to turn. The City could help create this platform, or at least help spread the word once it exists.

Deanna: Strongly agreed with Janna on that last point. Duplication of services was identified as a major issue at the 2019 Marquette County Community Resource Forum. The public needs a central place to go to find and apply for these services, and service providers need to coordinate services more effectively.

- Good example of effective coordination is the partnership between Habitat and the Marquette County Housing Rehabilitation Program.
- Most of these service providers are on 211, but it is difficult to navigate and if you're not searching the right keyword you won't find the resources that make the most sense for you.

Given your work with Habitat for Humanity (and other housing agencies), what do you believe is/are the biggest barrier(s) to homeownership?

Deanna: Affordability is definitely the greatest challenge. Student loan debt is also a huge obstacle for a lot of people who otherwise would be able to purchase a home.

Janna: And good jobs that can support that affordability. A $12/hour service job cannot allow you to buy a house or pay rent in Marquette, or anywhere near Marquette.

Deanna: It's also important to recognize that the higher-income people in Marquette depend on lower-income people to provide essential services, and those lower-income people shouldn't always have to move 30-45 minutes out of town when they are making vital contributions to the community, too.

Janna: Even at Sawyer where I live, rental housing is full and rental prices are going up accordingly. Several years from now, even Sawyer may not be affordable anymore. The solution of, "Just send people out to the townships, or the West End, or Sawyer," is not going to be viable in the long term.

What are things the city of Marquette can do that you believe could help eliminate those barriers?

Deanna: Putting together an inventory of available, buildable City-owned land (with an appraised value assigned to it) would be very helpful to get more affordable housing development in Marquette. Also putting together RFPs for different parcels of City land specifically for affordable housing development.

Janna: Educating the community needs to be a major component – people don't know or understand the complex things going on "behind the scenes," and this contributes to a lot of misinformation in the community and cynicism about the decisions and priorities of the City of Marquette. Many City residents seem to resent that the City seems to be making great efforts to facilitate high-end market-rate housing development, but not putting the same degree of effort into facilitating affordable housing development. We need to get a public campaign together after the Final Report is released to educate Marquette residents about its contents and recommendations and the reasoning behind them.

Deanna: Change takes a long time, and the more people we get involved (especially young, forward-thinking people who are passionate about the issue of housing affordability), and the more we educate the community, the faster change will be able to take place and also the less convincing that any misinformation will be. Transparency, public engagement, and continuous coalition building are needed.

Interview Notes: Lori Hauswirth – Fmr. Director of Housing Rehab Programs in the Copper Country
10:00 AM, Thursday, March 18, 2021
Interview conducted via phone by AHHC Chairperson Evan Bonsall

General Feedback & Recommendations

In Marquette, cost is the biggest barrier to housing, whereas in the western U.P. housing values were actually too low to help some people, due to various grant requirements.

We really need a pre-approved down payment assistance program for low-to-moderate income ("low-mod") households in Marquette. This could potentially be funded through some kind of revolving loan fund that's operated by the City or a nonprofit, with initial investment potentially coming from a grant of some kind and the funding entity taking a secondary position to the primary mortgage.

With our rehabilitation programs in the Copper Country, if homeowners stayed in their home for a certain period of time (say, 20 years) the rehab loans would become forgivable.

The problem is that so many of our housing assistance programs are structured for the lowest end of the income scale (generally less than 80% AMI), but there's not much for the low-mod households. We need a down payment assistance program and a housing rehab assistance program for households in the low-mod, workforce housing income range (80%-120% AMI), as it seems that that is the greatest need in our community. Even if these are not govt. funded programs, maybe there is some foundation grant funding available for a pilot program of some kind. Even MSHDA may eventually offer (or may currently offer) grant funding for programs like this.

What was the typical demographic of people you served who were seeking to purchase a home (age, income level, family size, etc.)?

In our Acquisition, Development, & Resale (ADR) program in Calumet Twp., we rehabilitated vacant homes and sold them to income-qualified families, often families who were participating in the Housing Choice Voucher (HCV) program (i.e., low-income households). We only did a few of these projects during my time at Calumet Twp. This program was funded by a MSHDA grant. We usually obtained those homes through property tax delinquency.

The type of families I served in the western U.P. varied widely – everything from single moms to families with 7-8 kids to elderly couples. These families were low-mod, but low-mod in the Keweenaw was pretty low-income by Marquette standards.

At one point we worked with a homeowner who lived in one half of a duplex, and rented out the other half to provide them with supplemental income. This is a model that could work in Marquette if zoning and housing rehab funding for duplexes was more readily available.

In your years working in this industry, what positive changes have you seen regarding the ability of Marquette residents to purchase a home? What negative changes have you seen?

In the Keweenaw, the programs really did have an impact on the quality of housing and the financial position of the homeowners.

I sold 3 properties that I personally owned in the Keweenaw to be able to pay for a house here in Marquette for $175,000, which as you know is quite low for Marquette. When houses do come onto the market in my neighborhood (Craig St.), I do see younger homeowners buying those homes. However, many of these households are either higher income, or they're coming from communities with similar housing prices where they were able to sell a home and use the proceeds to buy a similarly expensive home in Marquette. I see very few homes coming onto the market in Marquette for less than $250,000.

Given your work with various housing programs and organizations, what do you believe is/are the greatest barrier(s) to homeownership in Marquette?

Affordability is probably the biggest barrier, which seems to be driven mostly by very strong demand coupled with a lack of supply of smaller, more affordable "starter" homes.

It's important for the City to keep in mind that Marquette is a small town that has a lot of "big city problems," including a growing housing affordability crisis and a need for affordable rentals in addition to affordable owner-occupied housing, etc.

Student debt is also a huge challenge for young people looking to become homeowners. As a someone in their 20s or 30s, how are you supposed to take on a mortgage payment or save up to make a down payment when you're already going to be making student loan payments until you're 40 years old?

How can the City help remove those barriers?

The City should definitely make it a high priority to redevelop the old hospital property, which displaced an entire middle-income residential neighborhood and is only going to deteriorate as time goes on.

The City should also look more creatively at the way we utilize space in the community. Are there parking lots or vacant properties (especially those that are City-owned and which the City has control over as a result) that are not being fully utilized right now, which could instead be used for affordable single-family home development? Are there individual lots in the City where there is the potential for redevelopment of existing housing to provide more density, with smaller, more affordable units?

Building housing in the workforce housing price range is just one part of the equation – it is equally important to use deed restrictions, clawback clauses, secondary mortgages, etc. to guarantee affordability for a certain period of time, so people don't just re-sell their $200,000 house for $250,000 or $300,000 after a couple years.

Working with NMU and/or private developers to build more affordable, off-campus student housing would help ease the pressure on the local rental market and also potentially free up some single-family homes that are currently occupied by student renters for sale to potential homeowners.

Interview Notes: Jeff Korpi – Fmr. Director of NMU Housing & student housing development expert
2:00 PM, Friday, March 26, 2021
Interview conducted via Microsoft Teams by AHHC Chairperson Evan Bonsall
and AHHC Vice Chairperson Dennis Smith

Jeff Korpi was the director of NMU Housing for 5 years, and worked for NMU Housing for 18 years. H is very aware of what students' finances look like, and what their preferences are. He is now doing consulting for community colleges in California, linking them up with private developers that can provide affordable student housing through public-private partnerships. Jeff agrees that affordable student housing is a major unmet need in Marquette, and agreed to provide his insight to the AHHC.

Jeff: For the new NMU dorms, NMU found a firm that could lend NMU equity to build student housing and entered into a 75-year master agreement for revenue sharing with this firm. NMU operates the residence halls.

- However, today a lot of what you're seeing is the developer coming with the architect, and the school is just leasing the land to the developer and taking a cut of the revenue, with the developer handling all operations. That way the university maintains leverage and control over the property, but minimizes administrative burdens and costs for themselves.

Jeff: NMU built Woodland Apts. as a $13 million project in 2006, and it's a pretty expensive place to live even though NMU tried to build it as affordably as they could at the time. It wasn't until recently that Woodland Apts. has finally become profitable for NMU, due to the national housing crisis that occurred shortly after it was built.

Jeff: NMU has a lot of land and they don't pay taxes, and they can leverage public-private partnerships to build more affordably than the private sector. If the City wants to facilitate this, the City could sell some City land to a developer, or offer a Brownfield Plan, etc., and could form some kind of public-private partnership between the City, NMU, and a developer to build affordable student housing.

Jeff: There is some interest in building more off-campus student housing in Marquette from private developers, but it's an uncertain market regarding demand for student housing right now – will fewer people start going to college, especially smaller schools like NMU? It's unlikely that a private developer will be building housing solely for students in Marquette anytime soon, at least not without some kind of incentives or a partnership with the NMU and/or the City or some other public entity.

Dennis: By the time you're a junior or senior you will definitely want more freedom than you can get by living on campus. What have you seen with these affordable housing developments that result from public-private partnerships between community colleges and private developers that make them attractive for students who want to live off-campus and have more freedom or privacy?

Jeff: Your typical college student now isn't as interested in "freedom" so much as in affordability and amenities – that's been a shift in the last few years. Yet you still have a lot of folks at NMU who, after they live their required 2 years on campus they definitely want to get off-campus and don't even consider on-campus housing their junior year, even if it might be higher-quality or more affordable. At NMU, The Woods is a pretty phenomenal place in terms of the amenities it offers students, and the cost is only about $400/semester more to live there than the older traditional residence halls, so it fills up very easily every semester. However, that kind of housing, where you're combining amenities and

affordability, does not exist off-campus in Marquette. We even get a lot of juniors and seniors living in The Woods, or even in Woodland Apts. (which aren't as nice and more expensive) because they simply can't find anything that is a similar value on the private rental market in Marquette.

Jeff: If somebody is able to lease some land to a developer and share some risk, you can build student housing quite affordably, and you can make sure to build rent caps into the lease agreements to make sure that rents are actually affordable and that you preserve that affordability in the long term. Then the developers not only build the affordable housing but also operate it, with the university taking a cut of the revenue. There are absolutely developers out there that do this kind of development as their bread-and-butter, and even in the Midwest you could probably find a developer interested in building some affordable student housing in a hot college town market like Marquette, especially because they won't have to pay property taxes if they're leasing public land. Now, in some agreements if you don't hit certain minimum occupancy levels right away, developers do expect to see subsidies to make up for that lack of revenue until occupancy is up, at least if you're holding them to affordability requirements.

Dennis: Could the old hospital property be a potential location for student and/or faculty housing? Maybe some of those empty parking lots, even if demolition costs of the buildings are cost-prohibitive?

Jeff: When the Veridea plan fell through, that was disappointing. One of the projects I'm working on right now, we're working on building faculty, staff, and student housing together in Silicon Valley. This is a common model for housing development near college campuses across the country. You don't always need to segregate students, you can house a wide range of university affiliates in the same area.

Dennis: Part of the problem with the old hospital is that Duke LifePoint could theoretically sit on that building forever, so long as they keep paying their taxes.

Evan: The fact that DLP seems to want to sell the old hospital campus "all or nothing" also makes redevelopment more difficult. It might be easier if it were sold in several smaller chunks to multiple developers. Otherwise, you need an extremely large, experienced, well-capitalized developer to buy and redevelop that property, which could be very hard to find in Marquette.

Jeff: Accessory Dwelling Units (ADUs) could be an important part of the solution for creating more affordable for NMU students, faculty, and staff.

Evan: I completely agree. However, the City needs to be very careful about including seemingly innocuous but potentially insurmountable obstacles in our zoning code that could seriously limit ADU development – for instance, the 20 ft. height limit that could make garage-top ADUs (which are quite common in many other communities) nearly impossible to build in the City of Marquette.

Jeff: The bottom line is that in Marquette, our housing demand is not going away. What I think is going to happen, is that a lot of these college rentals are going to start getting converted back into big, expensive single-family homes, which will only enhance demand for affordable student housing. If we can't provide students with decent, affordable housing, they may choose to go to school elsewhere, which will negatively impact enrollment and the community at large, because Marquette is very dependent on NMU. It's also important to recognize that conversion of student housing back to single-family homes will probably not produce affordable housing for anyone – these reconverted homes will mostly be large, expensive houses, because they're already big enough to house 4-8 student renters.

Jeff: In terms of working-class, middle-income folks (not students), I've lived the housing challenges people are facing in Marquette. I lived in Marquette for 15 years as a renter, but in order to not be "house poor" I had to buy a home in Ishpeming, and almost all the people I know who work at NMU who've bought homes have bought them out in the West End. More middle-income housing (more affordable single-family homes, Missing Middle rental housing, etc.) will help NMU, too, because it will be affordable for students, faculty, and staff.

Jeff: Tiny houses, cottage courts, "patio homes," etc. could be an option for affordable student housing as well that could be flexible and relatively inexpensive, and could be either affordable single-family rentals, or affordable owner-occupied "starter homes" for young couples and small families, or affordable, low-maintenance homes for seniors looking to downsize. Getting more of these smaller homes in Marquette should be a priority for the City.

Jeff, Dennis, and I all agreed that a recommendation in the Final Report should probably be to hire a firm to do a housing market assessment for the City of Marquette, so that we can get more granular data.

Jeff: I can't pretend to tell you what the cost of a private housing market assessment would be, but it would possibly be a good idea. It could be in the $80-$100k range, but it will give you very detailed, benchmarked data that could be very helpful. I will send along contact info for a couple firms.

Jeff: One last thing to think about - mixed-use development with ground-floor commercial is an element in almost all of the projects I'm working on. It will likely be an element of any affordable housing development in Marquette, whether it's specifically for students or not.

SAIL, Disability Network of the U.P.
1200 Wright Street, Suite A
MARQUETTE, MI 49855-4744
Phone: 906-228-5744 Fax: 906-228-5573
Website: www.upsail.org

April 28, 2021

Dear Commissioner Bonsall,

SAIL, Disability Network of the U.P. is the only center for independent living (CIL) in the Upper Peninsula of Michigan. We cover all fifteen counties, which includes, Marquette county. Our agency assists individuals with disabilities and promotes accessible communities for all. Community integration is not just a concept, it is the law. Real community integration is not possible without access to accessible, affordable, and integrated housing. We believe that our services support community living and independence for individuals living with a disability based on the belief that all people can live with dignity, make their own choices, and participate fully in society. One of our five core services is advocacy; therefore, housing advocacy is very important to us.

Following our Zoom meeting on April 19th with yourself and Robert Chapman, I reviewed the City of Marquette Ad-Hoc Housing Committee initial report of findings from January 2021. Our discussion was focused on the accessibility of local shelters or housing for homeless individuals who live with a disability. However, after reading the findings, it was evident that accessibility was absent from discussions of the committee thus far. Our definition of accessibility is the process of creating products, facilities, or programs usable by people with the widest possible range of abilities in the widest range of situations.

Individuals with disabilities have the right to live in the community; to rent or buy housing on the same terms as others, to request reasonable accommodation for disability when needed, and have the same rights to housing units as any other tenant. There are many laws that protect individuals with disabilities from discrimination, but the Fair Housing Act and the Olmstead Supreme Court decision are two that focus on the right to living in the community and integrated settings for housing.

Following review of the Social Security Administration statistics report for Marquette county in 2019, there were 1,055 persons who received SSI (social security income) and of that number, 1,013 of them are blind or disabled and 42 are aged. The reason we mention this population of individuals is because their financial means are generally

The mission of Superior Alliance for Independent Living is to assist individuals with disabilities and promote accessible Upper Peninsula communities for all.

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lower, and/or their disability poses restrictions to find options for housing. Most housing problems can be boiled down to two broad areas:

1. Affordable housing is scarce. The market rate for housing is too expensive, and the number of accessible units are low.
2. Getting people housed has many barriers. Barriers include needing good credit, required favorable housing history, required clean criminal records, difficult application process, high rent costs and the housing units that are available do not accept housing vouchers.

According to the U.S. Census Bureau report for 2015-2019, there were 66,699 individuals in Marquette County. 10% of that population are under the age of 65 and live with a disability and 19.6% of individuals are 65 years and older. Rates of disability increase with age. For people ages 65 and older, 35.4% have a disability. Therefore, not only do we need to focus on the affordability of housing but the accessibility as well. Home access is crucial, and many single-family homes are not built to accommodate the probability that at least one disabled person will live in the home during the next 50 years. **If rental units are accessible for all persons, then landlords would be able to rent 100% of the time.**

An example of how to ensure use for all persons in homes would be to review a concept called visitability. Visitability refers to single-family or owner-occupied housing designed in such a way that it can be lived in or visited by people who have trouble with steps or who use wheelchairs or walkers. A house is visitable when it meets core architectural conditions:

- One zero-step entrance at the front, back, or side of the house
- Doorways that provide 32 inches of clear passage space
- At least a half bath but preferably, a full bath, on the main floor
- Lever door handles
- Reinforced walls in ground floor bathrooms for future installation of grab bars
- Electrical outlets and environmental controls in reachable locations (switches between 15” - 48” above the floor)

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Including accessible features from the beginning creates a greater supply of accessible homes for a growing market and reduces the need for residents to spend large sums of money on modifications in the future.

As you can imagine, the work at SAIL relies on understanding and working alongside individuals who live with a disability to further our understanding of the barriers in our community. Housing and transportation have always risen to the top as difficult barriers to overcome to live independently. SAIL is invested in assisting our community in finding solutions to not only support housing but individuals who are also homeless. We are advocates for permanent supportive housing units as well that can assist with pairing housing options with case management and supportive services. SAIL also focuses our services on providing resources and developing partnerships with UPCAP, CAAM, RATI, Janzen House, Superior Housing Solutions, Women's Center, public housing agencies, MSHDA, HUD, veterans' agencies, tribal communities, and other housing collaboratives.

Thank you for this opportunity for SAIL to outline some of our observations, specifically targeted towards housing advocacy and accessibility. Please do not hesitate to contact me if you have any further questions.

Sincerely,

Sarah Peurakoski
Executive Director
sarahp@upsail.org
906-936-0926

Marquette Senior Services, 300 W. Spring St. Marquette MI 49855, (906) 228-0456

May 13th, 2021

Maureen McFadden
Senior Services Manager

To whom it may concern,

The Marquette Senior Center sees calls coming in for what we call our Information and Assistance Service about housing for older adults on a consistent basis. Please Note: The information I am providing is generalized and does not apply to every single situation we see, nor a situation that may arise with another agency. I cannot speak for other agencies and their procedures and policies. When a housing need arises, we typically see 3 main situations.

1. An individual needs income based or barrier free housing options. We can provide them with a list and contact information for those units in our county.
2. An individual is experiencing possible homeless, we will refer and assist with other agencies as needed.
3. An individual or their concerned support person will call requesting information and assistance on how to keep someone living in their home independently. Or what resources are available to keep someone from losing their current living situation. We try to satisfy this need with our internal programs as well as cooperating with other agencies with the common goal of keeping individuals in their home and as independent as possible.

Typically, we see that if someone is applying for income based or accessible housing in our area, they will most likely be put on a waiting list at first. That is if they meet the essential eligibility criteria for said housing unit. Other barriers to housing are, but not limited to the amount of available barrier free units, moving resources and resources for current home improvements, for example ramps.

Currently The Marquette Senior Center is working on restarting the Home Injury Control Program (HICC) which would allow our staff to assess an individual's need for equipment that may make their home more accessible and allow them to live more independently at no cost to them. This program would have a limits of $200 dollars/client per need and would exclude ramps. Something else to note is an individual's ability or cooperation in receiving services. Most agencies cannot force housing or resources on an individual without their consent or cooperation, no matter how in need they may appear to service professionals.

For more general housing information resources I have attached some information.

Sincerely,

Maureen McFadden

Housing Resources

U.P. 211 Call Center Phone: Dial 211 or 1-800-338-1119
Hours: 24 hours a day, 7 days per week, 365 days a year.
Website: http://upcap.org/program/u-p-2-1-1-call-center/
Purpose: To provide accessible, responsive and professional information and assistance to Upper Peninsula citizens and families in need. Trained information and referral specialists available.

Community Action Alger-Marquette (CAAM) Address: 1125 Commerce Dr, Marquette, MI 49855
Hours: M-F: 8-4:30
Phone: (906) 228-6522
Website: http://www.communityactionam.org/
Purpose: Services offered include community nutrition services, meals on wheels, early childhood education and housing services.

Beacon House
House Address: Beacon House is planning a new facility.
Hours: M-F 9-5 Phone: (906) 225-7100
Website: http://www.upbeaconhouse.org
Purpose: Beacon House serves as a home away from home for patients and families who travel across the U.P. to receive specialty medical care at U.P. Health System-Marquette and the Upper Peninsula Medical Center. Currently facilitates housing in cooperation with area motels and inns.

There are several apartment housing options for seniors in Marquette County. Contact housing managers for eligibility and income guidelines.

Canda Manor Address: 711 W. Empire Street, Ishpeming 49849
Hours: M-F 8:30-5
Phone: (906) 485-1686
Website: www.thiestalle.com/properties/canda-manorishpeming.html
Purpose: Rent is based on income for those who qualify. Equal Housing Opportunity.

Cherry Creek Village Apartments Address: 201 Cherry Creek Road, #105, Marquette, MI 49855
Phone: (906) 249-4026
Purpose: Income-based apartments for age 62 and older. Three handicapped-accessible apartments.

Forwood Apartments Address: 220 W. Iron Street, Gwinn, MI 49841
Hours: M-F 12-4
Phone: (906) 346-3859
Website: www.medallionmgmt.com
Purpose: financed by USDA-RD & rent is based on income for those who qualify. Equal Housing Opportunity. 32 units Barrier Free Units Available 19

Grandview Apartments Address: 600 Altamont, Marquette 49855
Hours: M-F 8-4:30
Phone: 1-800-562-9762 Ext. 110
Website: www.grandviewmarquette.com To apply: www.communityactionam.org
Purpose: Income-based apartment living

Janzen House Address: 146 W. Spring Street, Marquette, MI 49855
Hours: M-F 8-4
Phone: (906) 226-2271
Website: https://janzenhouse.com/
Purpose: Provides transitional housing, and shelter for low income and homeless individuals. With the cooperation of other local agencies, residents are also assisted in securing employment, permanent housing and other services.

Lakeview Apartments Address: 98 Croix Street, Negaunee, MI, 49866
Hours: M-F 8:30-4:30
Phone: (906) 475-9107
Purpose: 80 rental units comprised of 79 one-bedroom and one 2- bedroom income-based apartments. Five are barrier-free apartments.

Lake Superior Village Family Apartments Address: 125 Dobson Place, Marquette, MI 49855
Hours: M-Th 10-2 only
Phone: (906) 225-1900 Ext. 12
Purpose: Offers 114 income-based family townhomes in the City of Marquette. A family welcoming community filled with opportunity for family activities, growth and camaraderie. 2, 3 & 4-bedroom townhomes.

Lost Creek Apartments and Town Homes Address: 200 Lost Creek Dr., Marquette, MI 49855
Hours: M-F 10-3
Phone: (906) 226-2035
Website: https://communityactionam.org/housing-and-utilities
Purpose: Senior living community. 151 apartments and townhomes on 27 acres. Two-thirds are income-based units and 1/3 are rented at market rate.

Oakwood Village Apartments Address: 580 Cox Avenue, Marquette, MI 49855
Hours: T 8:30-4:30 & Th 12:30-4:30
Phone: (906) 226-8140
Purpose: A HUD-subsidized apartment community offering affordable, independent living for persons aged 62 and older.

Pine Ridge Apartments Address: 316 Pine Street., Marquette, MI 49855
Hours: M-F 8-4:30
Phone: (906) 226-7559
Website: https://mqthc.org/pine-ridge-apartments/
Purpose: Income-based housing following application process

Pioneer Bluff Apartments Address: 111 Bluff St., Ishpeming, MI 49849

Hours: M-F 8-5
Phone: (906) 485-4100
Purpose: 127 units. Owned and managed by a Public Housing Authority; all rents at this property are based on tenant incomes.

Riverview Heights Apartments Address: 174 Willow Dr., Republic, MI 49879
Phone: (906) 786-4701 or (906) 376-8133
Purpose: Low rent housing with subsidized government low income rates. 32 total units.

Snowberry Heights Address: 222 S. Fifth St, Marquette, MI 49855
Hours: M-F 8-5
Phone: (906) 228-4160
Website: www.snowberryheights.com
Purpose: An apartment community for those 62 and over, and those handicapped or disabled.

Whetstone Village Apartments Address: 200 Whetstone Rd., Marquette, MI 49855
Hours: M,T,Th,F 8-12 & 1-5
Phone: (906) 228-3630
Website: www.publichousing.com/details/whetstone_village
Purpose: A family low income housing apartment subsidized by the federal governments HUD (Housing and Urban Development Division). 134 apartments.

Assisted Living Brookridge Heights Address: 1901 Division St, Marquette, MI 49855
Phone: (906) 225-4488
Hours: M-F 8-5
Website: www.milestoneretirement.com/seniorliving/mi/marquette/brookridge-heights
Purpose: Provides assisted living and memory care housing.

Mill Creek Assisted Living Address: 1600 Mill Creek, Marquette, MI 49855
Hours: M-F 8-4
Phone: (906) 225-5512
Website: www.millcreekassistedliving.com
Purpose: Provides assisted living and memory care housing.

Teal Lake Assisted Living Address: 290 W. Water St, Negaunee, MI 49866
Hours: M-F 8-5
Phone: (906) 401-0511
Website: https://teallakeseniorliving.com/
Purpose: 38 apartments providing assisted living housing 22 Nursing Homes

D.J. Jacobetti Home for Veterans Address: 425 Fisher St., Marquette, MI 49855
Hours: M-F 8-4:30
Phone: (906) 226-3576
Website: https://www.michiganveterans.com/p/D-J-JacobettiHome-for-Veterans

Eastwood Nursing Home Address: 900 Maas Street, Negaunee, MI 49866
Hours: M-F 8-4
Phone: (906) 475-7500

Website: https://eastwoodnc.com/

The Lighthouse at Ishpeming Health and Rehabilitation Center Address: 435 Stoneville Road, Ishpeming, MI 49849
Hours: M-F 8-5
Phone: (906) 485-1073
Website: http://www.lighthouseishpeming.com/

Marquette County Medical Care Facility Address: 200 Saginaw Street, Ishpeming, MI 49849
Hours: M-F 9-5
Phone: (906) 485-1061
Website: https://mqtcmcf.org/

Norlite Nursing Center Address: 701 Homestead Street, Marquette, MI 49855
Hours: M-F 8-4
Phone: (906) 228-9252
Website: http://norlitenursingcenter.com/

Adult Foster Care Homes Child and Family Services of the Upper Peninsula, Inc. Address: 706 Chippewa Square, Suite 105, Marquette, MI 49855
Phone: (906) 228-4050
Website: http://www.cfsup.org/

Upper Peninsula Family Solutions, Inc. Address: 369 US 41 Hwy. East, Negaunee, MI 49866
Hours: M-F 8-5
Phone: (906) 273-1095 Website: http://upfs.org/

Pam's Adult Foster Care Home Address: 1111 W. Little Shag Lake Road, Gwinn, MI 49841
Phone: (906) 346-6736
Website: https://www.manta.com/c/mm57sk4/pams-adult-fostercare-home

> We know the roadblocks that contribute to the shortage of affordable housing. NAHB outlines a roadmap out of the morass: the steps that State and local governments, working with private-sector partners, can take to increase our nation's stock of affordable homes. This report is a spur to action.

Nicolas Retsinas
Chair of Rhode Island Housing's Board of Commissioners

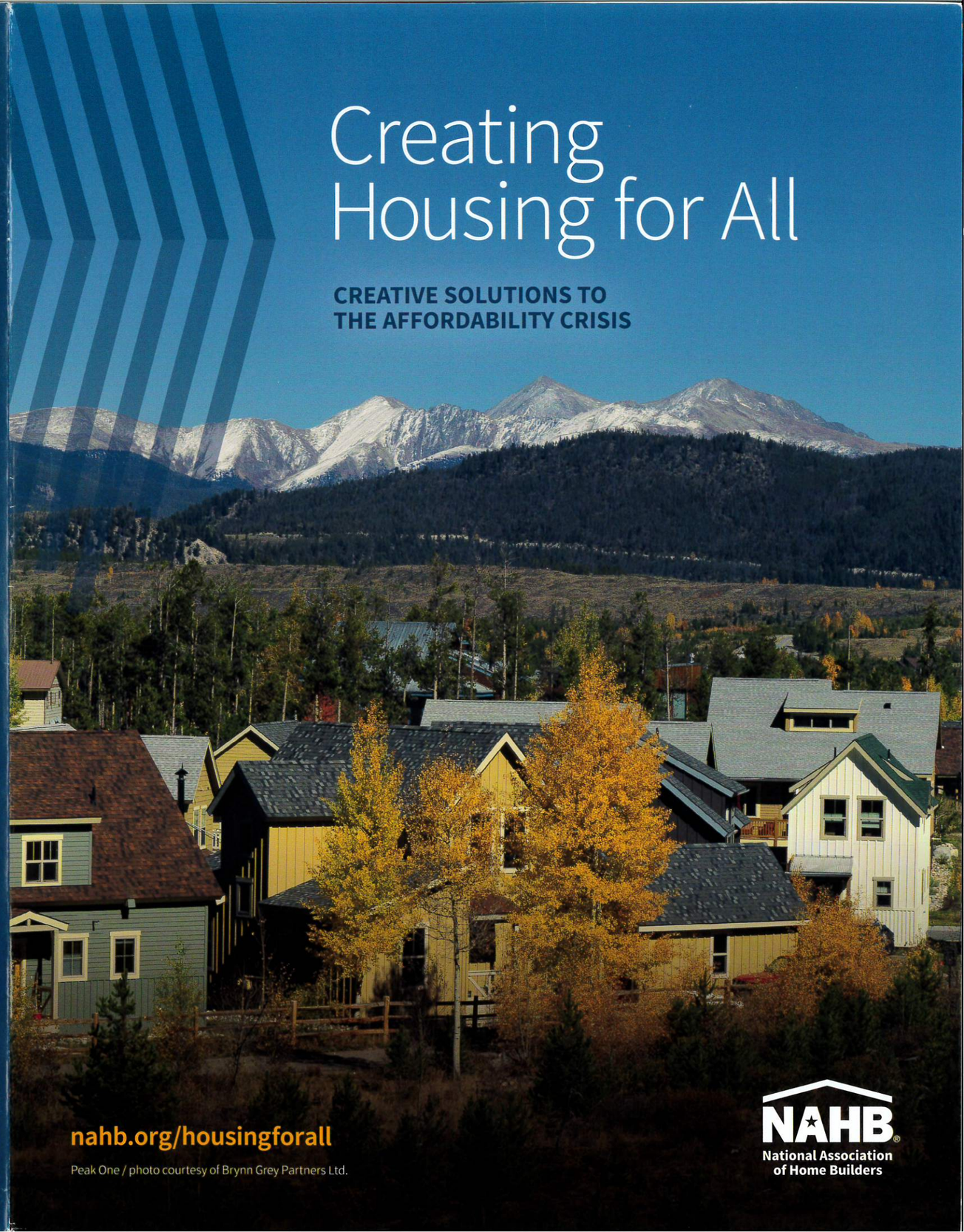
> We're seeing beautiful, affordable, well-built homes in communities across the country. So many stakeholders play a role in making these wonderful homes happen—developers, architects, builders, local government officials and others. We need to share the stories about how these homes were imagined and built.

Edward J. Gorman
Chief, Community Development,
National Community Reinvestment Coalition

Learn more at nahb.org/housingforall

Creating Housing for All

CREATIVE SOLUTIONS TO THE AFFORDABILITY CRISIS



nahb.org/housingforall

Peak One / photo courtesy of Brynn Grey Partners Ltd.

NAHB
National Association of Home Builders

Everyone wants a home they can call their own.

Safe, decent, affordable housing provides fundamental benefits that are essential to the well-being of families, communities and the nation.

Yet owning or renting a suitable home is increasingly out of financial reach for many households. In fact, almost a third of the nation's households are cost burdened and pay more than 30 percent of their income for housing.[1]

The cost of housing is determined by a complex equation involving labor and materials prices; interest rates and financing costs; federal, state and local regulations; and supply and demand.

In today's market, a limited supply of land, a shortage of skilled labor, and rising fees are all contributing to higher prices. NAHB analysis shows that regulatory requirements alone account for 25 percent of the cost of constructing a single-family home, and 30 percent of the cost of a multifamily unit.[2,3] These factors make it difficult to increase the supply of affordable housing and to ensure that it meets the needs of increasingly diverse households.

In many areas, less tangible factors such as community perceptions, expectations and demands also play an important role in determining the availability and cost of housing.

There is no single "silver bullet" solution to the challenge of making housing more affordable. The effort requires comprehensive strategies and a variety of tools that can be used alone or in combination to reduce costs, boost supply and empower aspiring home buyers.

Neither the public nor the private sector can meet the challenge alone. Together, they must seek, implement and devise innovative solutions that enable more families to achieve homeownership or have access to suitable rental housing.

To help empower—and encourage—builders and communities to take important first steps together, NAHB has compiled extensive research on state and local policies and incentives that are being used to help make housing more affordable in communities across the country.

Key strategies for achieving affordability goals are spotlighted here as a blueprint for collaboration and a springboard for innovation. Details about these strategies, including examples of where they have been used, are available at nahb.org/housingforall and in the **Land Use 101** toolkit at nahb.org/lu101.

The full credentialed reports identify even more tools and techniques that have been used across the country, including details about the various players involved in closing the financing gap and getting viable, attractive projects built.

NAHB can also offer technical assistance on these issues.

Everyone wants a home they can afford that meets their unique needs. Implementing strategies detailed in this resource can help make that happen.

[1] "The State of the Nation's Housing 2018." Joint Center for Housing Studies of Harvard University. 2018.

[2] Emrath, Paul. "Government Regulation in the Price of a New Home: Special Study for Housing Economics." National Association of Home Builders. May 2016.

[3] Emrath, Paul and Caitlin Walter. "Multifamily Cost of Regulation: 2018 Special Study." National Association of Home Builders. June 2018.

PLANNING

- Prepare a truly comprehensive plan that includes housing needs
- Encourage mixed-use/mixed-income development
- Encourage adaptive reuse, infill and redevelopment
- Innovative infrastructure financing tools
- State-level programs and remedies

Peak One developed a truly comprehensive plan from the start.
Photo courtesy of Brynn Grey Partners Ltd.

ZONING AND SUBDIVISION REQUIREMENTS

- Allow "by right" vs. case-by-case conditional approvals
- Allow a range of housing types, including multifamily
- Allow small lots, small homes and accessory dwelling units
- Create affordable districts or overlay zones
- Allow flexibility and modifications in zoning and subdivision requirements
- Provide density bonuses

Ferry Crossing created affordable districts and overlay zones.
Photo courtesy of HOPE Partnership

COST WAIVERS AND REDUCTIONS

- Tax and fee waivers or reductions
- Tax credits
- Donate vacant, abandoned or underutilized land
- Provide public extension or updating of infrastructure
- Offer dedicated funding sources

Oxford Mills is a success thanks to creative financing.
Photo by Imagic Photography

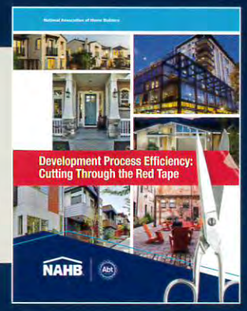
Old Town Commons used creative public-private partnerships for great results.
Photo by Thomas Arledge

PARTNERSHIPS

- Public-private partnerships, including with nonprofits
- Involve land assembly and land banks
- Work with community land trusts
- Explore employer-assisted housing opportunities
- Provide homeownership education and support programs

OTHER IMPORTANT INCENTIVES

- Streamline and expedite development approvals
- Expedite approvals for affordable projects
- Eliminate multiple public hearings
- Develop clear, objective review standards and diminish NIMBY opposition
- Update building codes that deter infill and redevelopment



Cutting Through the Red Tape offers strategies to expedite the approval process.

Agenda Date: 6/28/2021

New Business
Ordinance #697 - FY 21 CWSRF Bonds (First Read)

BACKGROUND:

On May 10, 2021, the City Commission approved a Notice of Intent Resolution to participate in the Clean Water State Revolving Fund to secure low-interest financing for the biosolids handling project at the Marquette Area Wastewater Treatment Plant. The project is for the not-to-exceed amount of $8,500,000 and the bonds will carry an interest rate of 1.875% for 20 years.

Per the requirements of Section 3.1 of the City Charter, this is the first read for this item. It will be moved to the next regular meeting for the second read.

FISCAL EFFECT:

A debt-service schedule will be produced when the bonds are issued. Because the project is being done at the Marquette Area Wastewater Treatment Plant, the three owners will apportion the debt service payments as follows: City of Marquette, 84%; Marquette Charter Township, 9%; and Chocolay Township, 7%.

RECOMMENDATION:

Move Ordinance #697 to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance #697

CITY OF MARQUETTE

ORDINANCE NO. 697

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

THE CITY OF MARQUETTE ORDAINS:

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

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Authority" means the Michigan Municipal Bond Authority.

(c) "Authorized Officers" means the Mayor, the City Manager, the Chief Financial Officer, the City Clerk and the City Treasurer of the Issuer.

(d) "Bonds" mean the Series 2021 Bonds, together with any additional bonds heretofore or hereafter issued of equal standing with the Series 2004 Bonds, Series 2007 Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2011A Bonds, Series 2011B Bonds and the Series 2014 Bonds.

(e) "EGLE" means the Michigan Department of Environment, Great Lakes and Energy.

(f) "Engineers" means Donohue & Associates, Inc., registered engineers of Grand Rapids, Michigan.

(g) "Issuer" or "City" means the City of Marquette, County of Marquette, State of Michigan.

(h) "Junior Lien Bonds" means the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds, the Series 2011B Bonds, the Series 2014 Bonds and the Series 2021 Bonds, together with any additional bonds hereafter issued of equal standing with the Series 2004 Bonds, the

Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds the Series 2011B Bonds, the Series 2014 Bonds and the Series 2021 Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ee) "Series 2021 Bonds" means the Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2021, dated August 30, 2021 in the principal amount not to exceed $8,500,000.

(ff) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which are fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Series 2021 Bonds and the principal on the Series 2021 Bonds as it comes due whether on the stated installment payment date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Series 2021 Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Series 2021 Bonds for redemption shall be given to the paying agent.

(gg) "Supplemental Agreement" means the supplemental agreement among the Issuer, the Authority and EGLE relating to the Series 2021 Bonds.

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

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

Section 3. Costs; Useful Life. The cost of the Projects is estimated to be not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Projects is estimated to be not less than thirty (30) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part or all of the cost of the Projects, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2021 Bonds, the Issuer shall borrow the sum of not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000) and issue the Series 2021 Bonds therefor pursuant to the provisions of Act 94. The remaining cost of the Projects, if any, shall be defrayed from Issuer funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this ordinance, all of the provisions of the Prior Ordinances shall apply to the Series 2021 Bonds issued pursuant to this ordinance, the same as though each of said provisions were repeated in this ordinance in detail; the purpose of this ordinance being to authorize the issuance of additional revenue bonds of equal standing with the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds, the Series 2011B Bonds and the Series 2014 Bonds and of junior standing with respect to the Series 2003 Bonds and the Series 2006 Bonds to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of such standings and for such purpose being authorized by the provisions of the Prior Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2021 Bonds; Details. Subject to no petition for an election on the question of the issuance of the Series 2021 Bonds being filed by August 18, 2014, the Series 2021 Bonds of the Issuer, to be designated **WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2021**, are authorized to be issued in the aggregate principal sum of not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000) as finally determined by order of the EGLE for the purpose of paying part of the cost of the Projects, including the costs incidental to the issuance, sale and delivery of the Series 2021 Bonds. The Series 2021 Bonds shall be payable out of the Net Revenues, as set

forth more fully in Section 8 hereof. The Series 2021 Bonds shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2021 Bonds and approved by the Authority and by an Authorized Officer. Principal installments of the Series 2021 Bonds shall be payable in the amounts shown in Schedule A in Section 14 on October 1 of the years 2024 to 2043, inclusive, or such other payment amounts and payment dates as hereinafter provided. Interest on the Series 2021 Bonds shall be payable on April 1 and October 1 of each year, commencing October 1, 2021 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2021 Bonds and the payment dates and amounts of principal installments of the Series 2021 Bonds shall be specified in and evidenced by execution of a Purchase Contract (the "Purchase Contract") between the Issuer and the Authority providing for sale of the Series 2021 Bonds and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2022 the total number of principal installments shall not exceed twenty (20), and that the total principal amount shall not exceed $8,500,000.

The Series 2021 Bonds shall bear interest at a rate of one and seven-eighths percent (1.875%) on the par value thereof or such other rate as specified in and evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law; provided, however, that the Series 2021 Bonds may also bear "additional interest" on the terms and conditions set forth in Section 14 of this Ordinance.

Any Authorized Officers as shall be appropriate shall deliver the Series 2021 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2021 Bonds is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

Principal of and interest on the Series 2021 Bonds shall be payable as provided in the form of the Series 2021 Bonds in Section 14 of this Ordinance.

The Series 2021 Bonds shall be subject to optional redemption by the Issuer with the prior approval of the Authority. Final determination of the first optional redemption date shall be evidenced by the execution of the Series 2021 Bonds.

The Series 2021 Bonds shall not be convertible or exchangeable into more than one fully-registered bond.

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

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2021 Bonds, the Authority shall deliver the Series 2021 Bonds to the Issuer for cancellation.

Section 6. Execution of Series 2021 Bonds. The Series 2021 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the Issuer or facsimile thereof impressed thereon. The Series 2021 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. The City Treasurer shall be transfer agent for the Series 2021 Bonds. Any bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any bond or bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

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

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

Section 8. Payment of Bonds; Security. The Series 2021 Bonds and the interest thereon shall be payable from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be equal in standing and priority of lien to the lien created in the Series 2004 Ordinance in favor of the Series 2004 Bonds, in the Series 2007 Ordinance in favor of the Series 2007 Bonds, in the Series 2010A Ordinance in favor of the Series 2010A Bonds, in the Series 2010B Ordinance in favor of the Series 2010B Bonds, in the Series 2011A Ordinance in favor of the Series 2011A Bonds, in the Series 2011B Ordinance in favor of the Series 2011B Bonds and in the Series 2014 Ordinance in favor of the Series 2014 Bonds; and shall be junior in standing and priority of lien only to the lien created in the Series 2003 Ordinance in favor of the Series 2003 Bonds and in the Series 2006 Ordinance in

favor of the Series 2006 Bonds to continue until payment in full of the principal of and interest on the Series 2021 Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of the Series 2021 Bonds then outstanding, principal and interest, to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, as provided in this paragraph, the statutory lien shall be terminated with respect to the Series 2021 Bonds, the holders of the Series 2021 Bonds shall have no further rights under this ordinance except for payment from the deposited funds, and the Series 2021 Bonds shall no longer be considered to be outstanding under this ordinance.

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

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

Section 11. Revising Rates; Rate Covenant. The rates now in effect for service by the System and the rate increases to be placed into effect for service by the System are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Series 2021 Bonds, the Series 2003 Bonds, the Series 2004 Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds, the Series 2011B Bonds and the Series 2014 Bonds as the same become due and payable, and the maintenance of the reserves, if any, therefor; and to provide for all other obligations, expenditures and funds for the System required by law, the Prior Ordinances and this ordinance. The rates shall be revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to maintain or cause to be maintained rates for services furnished by the System at all times sufficient to provide for the foregoing.

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

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

Junior Lien Bond and Interest Redemption Account. In the Prior Ordinances, the Issuer created a separate account designated *Junior Lien Bond and Interest Redemption Account* (the "Junior Lien Redemption Account"). Out of the Revenues remaining in the Receiving Fund after provision for the transfers and debits described in the previous paragraph, there shall be set aside at the time of delivery of the Series 2021 Bonds and the first day of each fiscal quarter thereafter in the existing Junior Lien Redemption Account an amount equal to that fraction of the amount of interest due on the next interest payment date the numerator of which is one and the denominator of which is the number of full or partial fiscal quarters to the next interest payment date, less any amount in the Junior Lien Redemption Account representing investment income on amounts on deposit in the Junior Lien Redemption Account. Commencing the first day of the fourth fiscal quarter preceding the first principal installment payment date there shall be set aside in the Junior Lien Redemption Account an amount equal to 1/4 of the amount of principal installment next coming due. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding quarterly requirements. The amount to be set aside for the payment of principal and interest on any principal payment shall not exceed the amount which, when added to the money on deposit in the Junior Lien Redemption Account including investment income thereon, is necessary to pay principal and interest due on the Series 2021 Bonds to the next succeeding principal payment date.

Section 13. Bond Proceeds. The proceeds of the sale of the Series 2021 Bonds as received by the Issuer shall be deposited and maintained in a separate account as provided in Section 15 of Act 94 designated 2021 CWSRF PROJECTS CONSTRUCTION ACCOUNT (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Projects and any engineering, legal and other expenses incident thereto and to the financing thereof, and shall be fully expended on costs of the Projects within three years after the date of delivery of the Series 2021 Bonds. Payments for construction, either on account or otherwise, shall not be made unless the registered engineer in charge of such work shall file with the City Commission a signed statement to the effect that the work has been completed in accordance with the plans and specifications therefore, that it was done pursuant to and in accordance with the contract therefor (including properly authorized change orders), that such work is satisfactory and that such work has not been previously paid for.

Any unexpended balance of the proceeds of sale of the Series 2021 Bonds remaining in the Construction Fund after completion of the Projects shall, in the discretion of the City Commission, be used either for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the EGLE or the Michigan Department of Treasury, if such permission is then required by law, or for the purpose of paying principal installments of the Series 2021 Bonds upon maturity or of calling Series 2021 Bonds for redemption.

Section 14. Bond Form. The Series 2021 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this ordinance and, subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF MARQUETTE

WATER SUPPLY AND SEWAGE DISPOSAL
SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2021

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars ($___,___)

DATE OF ORIGINAL ISSUE: August 30, 2021

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

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

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of one and seven-eighths percent (1.875%) per annum. Interest is first payable on October 1, 2021, and semiannually thereafter on the first day of April and October of each year, as set forth in the Purchase Contract.

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

Additional Interest

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

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

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the water supply and sewage disposal system, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created that is of equal standing and priority with the lien on the Net Revenues created in favor of the City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2004A, dated March 25, 2004 (the "2004 Bonds"), the City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2007, dated March 29, 2007 (the "2007 Bonds"), the City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2010A, dated January 22, 2010 (the "2010A Bonds"), the City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2010B, dated January 22, 2010 (the "2010B Bonds"), the City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2011A, dated June 24, 2011 (the "2011A Bonds"), the City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2011B, dated June 24, 2011 (the "2011B Bonds") and City's Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2014, dated September 17, 2014 (the "2014 Bonds") and junior in standing and priority with the lien on the Net Revenues created in favor of the City's Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2003, dated November 4, 2003 (the "2003 Bonds") and the City's Water Supply and Sewage Disposal System Revenue Bonds, Series 2006, dated December 20, 2006 (the "2006 Bonds").

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

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may

hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the aforementioned ordinances.

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

The City has covenanted and agreed, and does hereby covenant and agree, to maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of this bond, the 2003 Bonds, the 2004 Bonds, the 2006 Bonds, the 2007 Bonds, the Series 2010A Bonds, the 2010B Bonds, the 2011A Bonds, the 2011B Bonds and the 2014 Bonds as and when the same shall become due and payable, and to maintain a bond redemption account (including a bond reserve account for certain bonds) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the aforementioned ordinances.

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

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

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

CITY OF MARQUETTE

By_____
Mayor

(Seal)

Countersigned:

By_____
City Clerk

DEQ Project No.: 5731-01
DEQ Approved Amt: $_____

SCHEDULE A

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

Due Date	Amount of Principal Installment Due
April 1, 2024	$355,000
April 1, 2025	360,000
April 1, 2026	365,000
April 1, 2027	375,000
April 1, 2028	380,000
April 1, 2029	390,000
April 1, 2030	395,000
April 1, 2031	405,000
April 1, 2032	410,000
April 1, 2033	420,000
April 1, 2034	425,000
April 1, 2035	435,000
April 1, 2036	445,000
April 1, 2037	450,000
April 1, 2038	460,000
April 1, 2039	470,000
April 1, 2040	475,000
April 1, 2041	485,000
April 1, 2042	495,000
April 1, 2043	505,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City from the date such portion is disbursed, until paid, at the rate of 1.875% per annum, payable October 1, 2021, and semi-annually hereafter.

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

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

If there is a default in the payment of the principal of or interest upon the Series 2021 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2021 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2021 Bonds and the security therefor.

Section 16. Additional Bonds. Except as hereinafter provided, the Issuer shall not issue additional bonds of equal standing with the Series 2021 Bonds.

The right is reserved in accordance with the provisions of Act 94 to issue additional bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2011A Bonds, the Series 2011B Bonds and the Series 2021 Bonds but only for the following purposes and under the following terms and conditions:

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

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

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

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

Section 17. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City Commission determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2021 Bonds to the Authority because the Clean Water State Revolving Fund financing program provides significant savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2021 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2021 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract and the Supplemental Agreement. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2021 Bonds for the Clean Water State Revolving Fund. Prior to the delivery of the Series 2021 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2021 Bonds contained in Section 14 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 18. Covenant Regarding Tax Exempt Status of the Series 2021 Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2021 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of proceeds of the Series 2021 Bonds and moneys deemed to be proceeds.

Section 19. Approval of Bond Counsel. The representation of the Issuer by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby confirmed and approved notwithstanding the representation by Miller Canfield of the Authority in

connection with the Clean Water State Revolving Fund program which may include advising the Authority with respect to this borrowing.

Section 20. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2021 Bonds issued shall not exceed the principal amount authorized in this ordinance, the interest rate per annum on the Series 2021 Bonds shall not exceed one and seven-eighths percent (1.875%) per annum, and the Series 2021 Bonds shall mature in not more than twenty (20) annual installments.

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

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

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

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

ADOPTED AND SIGNED THIS 28th day of June, 2021.

Signed _____
Mayor

Signed _____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an ordinance duly adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on the 28th day of June, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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

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

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

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

_____
City Clerk

37790714.1/056371.00067

Agenda Date: 6/28/2021

New Business
Resolution Authorizing 2021 Capital Improvement and Refunding Bonds- Roll Call Vote

BACKGROUND:

In order to continue to the process of issuing the Capital Improvement Bonds for FY 2021 projects, a resolution must be approved that will authorize the sale of the bonds. A Notice of Intent Resolution was approved on April 26, 2021. These bonds are being issued to fund the list of FY21 projects in the attached listing

Additionally, the opportunity to refund [refinance] the bonds that were issued in 2011 and 2012 is available. Currently, the 2011 Capital Improvement Bonds carry an interest rate of 4%, and the 2012 Capital Improvement Bonds carry an interest rate of 3%. Under current market conditions, these bonds can be refunded to lower interest rates; varying from 0.35% to 1.05% for the remaining life of these bonds. Potential savings over these remaining 6 fiscal years could be approximately $164,000. Please note, this refunding will only be executed if these interest rate conditions continue to exist at the time of closing.

FISCAL EFFECT:

A Debt Service schedule will be produced upon closing, which is currently scheduled for August 31, 2021.

RECOMMENDATION:

Approve a Resolution authorizing 2021 Limited Tax General Obligation and Refunding Bonds, and authorize the Mayor and Clerk to sign the Resolution

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Authorizing Resolution-FY21 Bonds
- Projects to Bond-FY21

RESOLUTION AUTHORIZING
LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2021

CITY OF MARQUETTE
COUNTY OF MARQUETTE
STATE OF MICHIGAN

Minutes of a regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on June 28, 2021 at 6:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners:_____

_____

ABSENT: Commissioners_____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the City of Marquette, County of Marquette, State of Michigan (the "City"), does hereby determine that it is necessary to pay all or part of the cost of capital improvement items in the City including, but not limited to, making major and/or local street improvements, including related water, sewer and storm water infrastructure improvements; construction and installation of sanitary sewer lateral replacements and sewer pipe; and improvements to playgrounds; together with all appurtenances and attachments thereto (collectively, the "Projects"); and

WHEREAS, the total cost of the Projects is estimated to be not to exceed Eleven Million Dollars ($11,000,000); and

WHEREAS, the City has previously issued its Limited Tax General Obligation Bonds, Series 2011 dated as of September 22, 2011 (the "2011 Prior Bonds"); and

WHEREAS, the City has been advised that it may be able to achieve debt service savings by refunding the portion of the 2011 Prior Bonds maturing on May 1 in the years 2022 to 2026, inclusive (the "2011 Refunded Bonds"); and

WHEREAS, the City has previously issued its Limited Tax General Obligation Bonds, Series 2012 dated as of August 23, 2012 (the "2012 Prior Bonds," and together with the 2011 Prior Bonds, the "Prior Bonds"); and

WHEREAS, the City has been advised that it may be able to achieve debt service savings by refunding the portion of the 2012 Prior Bonds maturing on May 1 in the years 2022 to 2027, inclusive (the "2012 Refunded Bonds," and together with 2011 Refunded Bonds, the "Refunded Bonds"); and

WHEREAS, because the source of payment and the tax exempt status will be the same and to reduce the costs of issuance and administration, the City determines that it makes practical and economic sense to combine the bonds to be issued to finance the Projects and the bonds to be issued to refund the Refunded Bonds into a single series; and

WHEREAS, a notice of intent to issue capital improvement bonds was published in accordance with Act 34, which provides that the bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, at least 45 days have elapsed since the date of publication of the notice of intent without the filing of a petition for referendum on the question of the sale and issuance of the bonds described in the notice of intent; and

WHEREAS, the City has received a proposal from Robert W. Baird & Co., to purchase the Bonds, as herein defined, pursuant to a negotiated sale.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated Limited Tax General Obligation and Refunding Bonds, Series 2021 (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Nine Million Five Hundred Thousand Dollars ($9,500,000) for the purpose of paying a portion of the cost of the Projects and refunding the Refunded Bonds, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of $5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery, or such other date as provided in the order affirming the sale and delivery of the Bonds (the "Sale Order"). The City Manager and Chief Financial Officer (each an "Authorized Officer" and together, the "Authorized Officers") are each authorized to execute the Sale Order for the Bonds.

The Bonds shall mature on May 1 of each year in the years 2022 through 2036 (or such other dates as provided in the Sale Order) and in the amounts as shall be determined by an Authorized Officer in the Sale Order.

The Bonds shall be subject to redemption prior to maturity in the manner, at the times and prices in the Sale Order. The Bonds shall be issued as serial bonds, term bonds, or a combination of both, all as provided in the Sale Order.

The Bonds shall bear interest from the date of original issue at a rate or rates to be determined on negotiated sale thereof, but in any event not exceeding 5% per annum, payable on November 1, 2021, and semi-annually thereafter, or such other interest payment dates as provided in the Sale Order.

Interest shall be payable to the registered owner of record as of the fifteenth (15th) day of the month prior to the payment date for each interest payment. The record date of determination

of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds (the "Transfer Agent"), to be selected by an Authorized Officer at the time of sale of the Bonds, provided that in the event that the Bonds are purchased by a single institutional investor the City Treasurer may act as the Transfer Agent.

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Authorized Officers are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the facsimile or manual signatures of the Mayor and the City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the Underwriter or other person in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption, whether presented for redemption or not, shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Treasurer is authorized and directed to open a depositary account with a bank or trust company designated by the City Commission, to be designated LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2021 DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Issuance Fund; Escrow Fund; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate depositary account with a bank or trust company designated by the City Commission, to be designated LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2021 CONSTRUCTION FUND (the "Construction Fund"), and deposit into said Construction Fund a portion of the proceeds of the Bonds relating to the Project, less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Projects and the costs of issuance of the Bonds.

A portion of the proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Refunded Bonds as provided in this paragraph. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2021 BONDS ISSUANCE FUND (the "Bond Issuance Fund"), which may established by the City or an escrow agent. Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds, together with other available funds of the City, if any, shall be deposited in an escrow fund (the "Escrow Fund") consisting of cash or cash and

investments in direct obligations of or obligations the principal of and interest on where are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Securities") and used to pay the principal of and interest on all or a portion of the Refunded Bonds as determined by an Authorized Officer at the time of sale. The Escrow Fund shall be held in trust by a bank or trust company eligible to act as an escrow agent (the "Escrow Agent"), pursuant to an escrow agreement (the "Escrow Agreement"), which shall irrevocably direct the transfer agent for the Refunded Bonds to take all necessary steps to pay the principal of, interest and redemption premium, if any, on the Refunded Bonds when due, and to call the Refunded Bonds for redemption on the first date such Refunded Bonds may be called for redemption. The Authorized Officers are each individually authorized and directed to appoint an Escrow Agent and execute the Escrow Agreement on behalf of the City. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Refunded Bonds when due at maturity or call for redemption as required by this section. The Authorized Officers are each individually authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF MARQUETTE

LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND, SERIES 2021

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	May 1, 20__	_____, 2021	

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

The City of Marquette, County of Marquette, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2021 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Issuer kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued for the purpose of paying the cost of (a) paying the costs of certain capital improvements of the City, and (b) refunding the City's outstanding Limited Tax General Obligation Bonds, Series 2011 and (c) refunding the City's outstanding Limited Tax General Obligation Bonds, Series 2012. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the Issuer.

Bonds of this issue maturing in the years 2022 to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of $5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in any order of maturity and by lot within any maturity, on any date on or after May 1, 20__, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond Provisions, if any]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

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

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Issuer, and the Issuer is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Issuer, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Issuer, by its City Commission, has caused this bond to be signed in its name with the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MARQUETTE
County of Marquette
State of Michigan

By_____
Its Mayor

(SEAL)

By_____
Its City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____
_____, Michigan
Transfer Agent

By:_____
Authorized Signatory

7. Negotiated Sale. The City Commission has considered the option of selling the Bonds through a competitive sale and a negotiated sale, and, pursuant to the requirements of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), hereby determines that a negotiated sale of the Bonds will result in the most efficient and expeditious means of selling the Bonds and will result in the lowest interest cost to the City. The Authorized Officers are each authorized to negotiate the sale of the Bonds to Robert W. Baird & Co. (the "Underwriter"). The Authorized Officers are each authorized to negotiate and, subject to the parameters set forth in this resolution, award the sale of the Bonds to the Underwriter pursuant to a Sale Order specifying the final terms of the Bonds and a Bond Purchase Agreement, without further action of this City Commission.

In the alternative, if the City Manager deems it financially advantageous to the City to privately place the Bonds with a bank or financial institution (the "Purchaser"), then the Chief Financial Officer is authorized to solicit proposals, negotiate and, subject to the parameters set forth in this resolution, award the sale of the Bonds to the Purchaser pursuant to a Sale Order specifying the final terms of the Bonds, without further action of this City Commission. In such circumstance, the City authorizes the hiring of Robert W. Baird & Co. to act as placement agent in connection with the placement of the Bonds to the Purchaser.

8. Authorization of Other Actions. The Authorized Officers are each hereby authorized, on behalf of the City, to make the final determinations as to the original principal amount of the Bonds of each series; the prices at which the Bonds are sold; underwriter's discount and/or placement agent fee for the Bonds, the date of the Bonds; the schedule of principal maturities and whether the Bonds shall mature serially or as term bonds; the provisions for early redemption including mandatory redemption of term bonds, if any; and the interest rates and payment dates of the Bonds, designation of series, the portion or portions of the Prior Bonds to be refunded, all within the parameters set forth in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, including the selection and hiring of a pricing advisor, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

9. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than fifteen (15) years.

10. Official Statement; Insurance; Ratings. The Authorized Officers are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds if the acquisition of such insurance would be of economic benefit to the City and to obtain ratings on the Bonds.

11. Continuing Disclosure. In conformity with Securities and Exchange Commission Rule 15c2-12 (the "Rule"), the City shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking"). The Chief Financial Officer of the City is hereby appointed as the City's disclosure representative in accordance with the Rule and as such is authorized to execute and deliver the Undertaking on behalf of the City.

12. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

13. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of potential parties to the issuance of the Bonds, including the Underwriter. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C., as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bonds or other available funds.

14. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

AYES: Commissioners_____

_____

NAYS: Commissioners_____

RESOLUTION DECLARED ADOPTED.

_____
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on June 28, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
City Clerk

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CITY OF MARQUETTE
Capital Improvement Plan
FY 2021

PROPOSED PROJECTS TO BOND

Project Applications	Project Cost	Major Street	Local Street	Sewer	Water	Stormwater	Sidewalk	Tourist Park	Grant	Other	Comment
100 Block West Washington Streetscape	$554,000	$216,000		$5,000	$8,000	$83,000	$8,000			$234,000	DDA Contribution
Pine Street Reconstruction (Prospect to Hewitt)	$266,168	$26,895		$63,992	$91,814	$78,830	$4,637				
SIMP and Sanitary Sewer Lateral Replacements	$1,325,000	$100,000	$660,000	$465,000	$20,000	$80,000					
Front Street Reconstruction (Magnetic to Fair)	$882,063	$124,369		$236,301	$320,489	$185,597	$15,307				
Hewitt Avenue Reconstruction (Pine to Spruce)	$572,098	$86,102		$161,679	$191,337	$124,369	$8,611				
College Avenue Reconstruction (Presque Isle to Front)	$771,087	$94,711		$185,597	$247,781	$164,550	$78,448				
Shiras Drive Street Upgrade (U.S. 41 to Radisson)	$501,978		$91,166	$21,385	$203,718	$185,709					
Newberry Street Upgrade (Division to East End)	$246,487		$42,769	$50,648	$96,794	$37,142	$19,134				
Lakeshore Blvd-Phase 2 (match for grant)	$1,000,000	$290,000				$710,000					
Tourist Park North Access Road (use TP funds?)	$0							$0	$0		
Totals	**$6,118,881**	**$938,077**	**$793,935**	**$1,189,602**	**$1,179,933**	**$1,649,197**	**$134,137**	**$0**	**$0**	**$234,000**	

Potential Bond Total **$5,884,881**