

## City of Marquette, MI



### Meeting Agenda City Commission

**Monday, July 14, 2025**

**6:00 PM**

**Commission Chambers**

300 West Baraga Ave  
Marquette, Michigan 49855

---

#### **Call to Order, Pledge of Allegiance and Roll Call**

#### **Approval of the Agenda**

#### **Announcements**

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

#### **Presentation(s)**

1. Marquette Public Art Commission, by Brianna Hobbins
2. **Consent Agenda**
  - 2.a. Approve the minutes of the June 30, 2025 regular Commission meeting
  - 2.b. Approve the total bills payable in the amount of \$958,652.62
  - 2.c. Art on the Rocks - Special Event Permit
  - 2.d. National Opioid Settlements
  - 2.e. Ore to Shore - Special Event Permit
  - 2.f. Schedule Public Hearing - Downtown Development Authority TIF Plan
  - 2.g. Shipwrecked Vending, LLC – Lease Agreement

#### **New Business**

3. Former Hospital Redevelopment Site - Traffic Study Contract Approval

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

#### **Comments from the Commission**

#### **Comments from the City Manager**

#### **Adjournment**

---

**Kyle Whitney, City Clerk**

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

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

**Consent Agenda**

**Approve the minutes of the June 30, 2025 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ June 30 minutes



## City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

### Meeting Minutes City Commission

Monday, June 30, 2025

6:00 PM

Commission Chambers

---

#### Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Gottlieb, Hanley, Larson, Mayer, Ottaway, Schloegel

#### Approval of the Agenda

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

#### Announcements

Mayor Hanley spoke about the upcoming 4th of July festivities in the City, including the fireworks and the parade, and said that seasonal property tax bills were mailed out recently.

#### Boards and Committees

##### 1. Appointment(s)

Susan Tollefson to the Local Officers Compensation Commission for an unexpired term ending 8-1-30

Grant Combs to the Traffic-Parking Advisory Committee for an unexpired term ending 5-30-27

Commissioner Michael Larson moved to Approve the appointments as listed, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

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

Daisy Rae Nelson spoke about compassion and advocated for funding services related to mental health care and homelessness.

Margaret Brumm talked about challenges caused by the number of people in town for the 4th of July, and about e-bike and fireworks safety.

#### Presentation(s)

##### 2. Certificate of Appreciation for Eric Paupore - Bike Rodeo and Safety Fair Coordinator,

by Dennis Stachewicz

Community Development Director Dennis Stachewicz presented a certificate of appreciation to city employee Eric Paupore, who spearheaded the organization of the recent bike rodeo. Stachewicz said the rodeo was a huge community success and thanked Paupore for the effort put into it.

**3. Police-Fire Pension Board, by Chair Mike Archocosky**

Police-Fire Pension Board Chair Mike Archocosky presented an update from his board, which manages the retirement funds for the city's police and fire employees.

**Public Hearing(s)**

**4. Abatement of a Dangerous Structure - 308 S. Fifth Street**

The mayor opened the public hearing and Margaret Brumm spoke, saying that she feels bad but that it is the responsibility of the city to protect the public. With no else wanting to speak, the mayor closed the hearing.

Commissioner Sally Davis moved to designate the outbuilding located at 308 S. Fifth Street as a public nuisance under Section 22-20(b) of the Marquette City Code and condemn the structure. Further, direct staff to notify the property owner that if the removal of the structure does not commence within 14 days and is not completed within 60 days, the City will carry out abatement of the structure, with the cost charged against the premises and the owner, seconded by Commissioner Jermy Ottaway and Carried Unanimously.

**5. Ordinance #25-07: Land Development Code Amendments - Roll Call Vote**

Planning Commission Chair Sarah Mittlefehldt offered a presentation, summarizing the amendments being proposed tonight. Following the presentation, the mayor opened the public hearing. With no one wanting to speak, the mayor closed the hearing.

Commissioner Cary Gottlieb moved to Adopt Ordinance #25-07, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

**6. 01-PUD-03-25 - W. Magnetic St. (Portion of PIN: 0410681)**

The mayor opened the public hearing and Sarah Mittlefehldt spoke, indicating that the PUD process went well from her perspective. She said the room was full and neighbors raised concerns, the developer revised the project plans accordingly and the result was a community-informed project. With no else wanting to speak, the mayor closed the hearing.

Commissioner Michael Larson moved to Approve 01-PUD-03-25 as recommended by the Planning Commission, and direct the City Attorney to draft the PUD Agreement, seconded by Mayor Pro Tem Paul Schloegel and Carried

Unanimously.

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

Commissioner Jerney Ottaway moved to Approve the Consent Agenda, seconded by Commissioner Cody Mayer and Carried by Roll Call Vote .

- 7.a.** Approve the minutes of the June 9, 2025 regular Commission meeting
- 7.b.** Approve the minutes of the June 9, 2025 closed session
- 7.c.** Amendment to the minutes of the May 27, 2025 regular Commission meeting
- 7.d.** Approve the total bills payable in the amount of \$2,510,177.23
- 7.e.** Application for License to Use a portion of the Grove Street Right-of-Way
- 7.f.** Application for License to Use City Property in the White Street Right-of-Way
- 7.g.** Application for License to Use City Property adjacent to 602 S. Third Street
- 7.h.** Becky's Roadside Refreshment, LLC - Mattson Park Concession Lease Agreement
- 7.i.** Becky's Roadside Refreshment, LLC - Presque Isle Park Concession Lease Agreement
- 7.j.** Mountain Tank LTE Agreement with Northern Michigan University
- 7.k.** Resolution Declaring July Older Adult Americans Month and Celebrating the Senior Center's 60th Anniversary - Roll Call Vote
- 7.l.** Resolution Designating the Upper Peninsula Arts and Culture Alliance as a Qualified Regranting Partner - Roll Call Vote
- 7.m.** Sale of Surplus Equipment
- 7.n.** Shipwrecked Vending, LLC – Lease Agreement
- 7.o.** Tourist Park Playground - Professional Service Contract Change Order
- 7.p.** Water System Maintenance Agreement with Northern Michigan University

**New Business**

**8. Proclamation - In Honor of Dr. David R. Boyd**

Mayor Pro Tem Paul Schloegel moved to Accept the proclamation, seconded by Commissioner Sally Davis and Carried Unanimously.

**9. Used Plow Truck Purchase**

Commissioner Michael Larson moved to Approve the purchase of a used 2014 Mack Granite GU713 from Eau Claire Mack Sales, Inc. of Eau Claire, Wisconsin at a price not-to-exceed \$80,000, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

#### 10. E-bike and Multi-Use Path Network Task Force

Commissioner Cary Gottlieb moved to Establish a temporary task force charged with evaluating issues related to e-bike usage within the City of Marquette, as well as the varied uses of the City's multi-use path network. The task force should have seven total members, as detailed in the background for this item, and should report back to the City Commission no later than December 21, 2025, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

Following the vote, Mayor Hanley appointed Commissioner Gottlieb to the task force.

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

Barb Owdziej spoke about e-bike concerns, many of which she has heard as a part of the City Traffic-Parking Advisory Committee, and she emphasized a focus on broader street safety.

Margaret Brumm spoke about possible e-bike certification and discussed parking issues over the 4th of July holiday.

Dave Stensaas spoke about possible ways to increase education around e-bike and transportation safety.

Eric Paupore spoke about bike safety, supporting the idea that if bike transportation were taken into account more directly, it could shift perspectives and priorities, leading to more bikes, fewer cars, and an overall improvement in safety.

Steve Lawry supported the idea of certification, comparing it to programs related to snowmobiles and boats.

Daisy Rae Nelson said she is a new driver and supported the idea of increased education for e-bike riders.

#### Comments from the Commission

**Commissioner Gottlieb** spoke about the e-bike task force, acknowledging strong opinions on both sides and he said he is looking forward to the meetings but that it will be tough to make everyone happy.

**Commissioner Larson** highlighted the new Cultural Trail markers, which he said are very well done and impressed him, and he asked staff to provide a reminder of allowable firework hours.

**Mayor Pro Tem Schloegel** spoke about e-bike training opportunities and highlighted the proclamation honoring David Boyd.

**Commissioner Mayer** had no comments.

**Commissioner Ottaway** talked about the upcoming parade.

**Commissioner Davis** discussed some of the issues related to the e-bike topic.

**Mayor Hanley** spoke about e-bikes, and said she is supportive of additional transportation options, adding that she would like the city to plan for fewer cars downtown.

## Comments from the City Manager

**City Manager Karen Kovacs** highlighted the upcoming 60th anniversary celebration of the Marquette Senior Center on July 18 and noted that center serves nearly half the senior population in Marquette County. She also highlighted the proactive enforcement of city staff, which helps to limit most possible property issues like the one on tonight's agenda.

## Adjournment

Mayor Hanley adjourned the meeting at 7:45 p.m.

---

**Jessica Hanley, Mayor**

---

**Kyle Whitney, City Clerk**

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

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

### **Consent Agenda**

#### **Art on the Rocks - Special Event Permit**

##### **BACKGROUND:**

The Lake Superior Art Association, Inc. (LSAA) has applied for a three-year Special Event Permit to use the City's parks, streets, buildings, and grounds to host Art on the Rocks at Mattson Lower Harbor Park. The event is scheduled for the following dates: July 26-27, 2025; July 25-26, 2026; and July 24-25, 2027.

City staff, in collaboration with the City Attorney and representatives from Lake Superior Art Association, have developed the terms of the permit. For the 2025 fiscal year, the total rental fee for use of Mattson Lower Harbor Park is \$1,490 in addition to applicable miscellaneous charges. Lake Superior Art Association has been approved for a \$820 credit through the City's Promotional Fund for the current fiscal year.

##### **FISCAL EFFECT:**

Factoring in the Promotional Fund credit, fees total \$670 plus miscellaneous charges for fiscal year 2025.

##### **RECOMMENDATION:**

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Lake Superior Art Association, Inc., and authorize the Mayor and Clerk to sign the agreement.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Permit and Insurance

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

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and L.S.A.A., INC. of P.O. Box 9, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

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

WITNESSETH:

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

MATTSON PARK

- (2) Term. The term of this Permit shall be for:

July 26, 2025 from 8:00 a.m. until July 27, 2025 at 5:00 p.m.;  
July 25, 2026 from 8:00 a.m. until July 26, 2026 at 5:00 p.m.; and  
July 24, 2027 from 8:00 am until July 25, 2027 at 5:00 pm.

- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.

- (4) Use. PERMITTEE may use and occupy the premises for:

"ART ON THE ROCKS"

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

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

**Mattson Park**

**\$800 first day  
\$690 second day**

**Barricades, garbage cans,  
trash drums, or other items**

**Trash drum liners (@ current cost)**

**per Public Works, billed separately**

**\$ \_\_\_\_\_**

All user fees may be increased to annually based on CITY's standard increases. CITY shall provide notification to PERMITTEE of any increase in fees at least 45 days prior to the event each year.

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

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

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

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an “as-is” or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

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

- (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

- (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

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

- (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$350.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

- (11) Signs. PERMITTEE shall be entitled, at PERMITTEE’S own expense, to install signs and banners along the premises. Signs shall comply with the City of Marquette Land Development Code.

- (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

- General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

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

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

☐ Liquor Liability.

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

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

☒ Motor Vehicle Liability

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

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

■ Food

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

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

■ Other insurance.

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

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

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its

operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

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

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

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
  - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
    - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
    - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
    - (iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

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

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

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

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

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

from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_ ;  
from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_ ;  
from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_ ;  
from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_ ;

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

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

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.
- ☐ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas, except as allowed by any separate permit obtained by PERMITTEE from the City's Engineering Department. All fire lanes and no parking zones shall be maintained during the event.
- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- ☐ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:  
  

---

---

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

fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

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

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

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

- (29) Fire.
  - (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
  - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
  - (c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

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

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

PERMITTEE and its vendors may be in the park, each year, beginning at 8:00 a.m. on the Thursday prior to the event and must remove all items from the park no later than 8:00 pm on the Monday following the event.

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855. PERMITTEE may terminate this Permit and all rights and obligations of the parties, without recourse by providing written notice no later than 30 days prior to the first day of the term each year to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan 49855. CITY may terminate this Agreement at any point prior to the first day of the event each year, by providing at least 24 hours written notice. CITY may only cancel this Permit pursuant to this paragraph if CITY is unable to provide the premises to PERMITTEE due to health, safety, legal, unforeseen weather or similar conditions that have either destroyed the premises or made the premises unusable for PERMITTEE's event. If this Permit is terminated pursuant to this paragraph, CITY agrees to use its best efforts to provide as much advance notice to PERMITTEE as possible.

- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.
- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

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

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

CITY OF MARQUETTE

LSAA, INC.

\_\_\_\_\_  
Jessica Hanley, Mayor



\_\_\_\_\_  
By: Tristan Louma  
Its: Event Coordinator

\_\_\_\_\_  
Kyle Whitney, City Clerk

Approved as to Substance:

Approved as to Form:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney



LSAAINC-01

JWANBERG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

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).

|                                                                                                                             |  |                                                                                                                                                           |  |               |
|-----------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|
| <b>PRODUCER</b><br>Acrisure Great Lakes Partners Insurance Services, LLC<br>223 West Grand River Ave #1<br>Howell, MI 48843 |  | <b>CONTACT NAME:</b> Jane Wanberg<br><b>PHONE (A/C, No, Ext):</b> (906) 315-7253<br><b>E-MAIL ADDRESS:</b> jwanberg@acrisure.com<br><b>FAX (A/C, No):</b> |  |               |
| <b>INSURED</b><br><br>L.S.A.A., Inc.<br>P. O. Box 9<br>Marquette, MI 49855                                                  |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                      |  | <b>NAIC #</b> |
|                                                                                                                             |  | <b>INSURER A:</b> Auto-Owners Insurance Company                                                                                                           |  | 18988         |
|                                                                                                                             |  | <b>INSURER B:</b>                                                                                                                                         |  |               |
|                                                                                                                             |  | <b>INSURER C:</b>                                                                                                                                         |  |               |
|                                                                                                                             |  | <b>INSURER D:</b>                                                                                                                                         |  |               |
|                                                                                                                             |  | <b>INSURER E:</b>                                                                                                                                         |  |               |
|                                                                                                                             |  | <b>INSURER F:</b>                                                                                                                                         |  |               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL SUBR INSD: WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X                   | 952370-33631077-25 | 7/8/2025                | 7/8/2026                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                    |                     |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                         |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                              |                     |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               | N/A                 |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.I. EACH ACCIDENT \$<br>E.I. DISEASE - EA EMPLOYEE \$<br>E.I. DISEASE - POLICY LIMIT \$                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Marquette as Additional Insured per Policy Form #CG2024 on the General Liability Policy. Premiums are paid to date.  
Re: Juried Fine Art Fair 7/25/25 - 7/27/25.

## CERTIFICATE HOLDER

## CANCELLATION

City of Marquette  
300 West Baraga  
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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

### **Consent Agenda** **National Opioid Settlements**

#### **BACKGROUND:**

The City has received national opioid settlements from multiple national class actions since 2021. These settlements resolve opioid litigation brought by states and local political subdivisions against the companies deemed to have responsibility for opioid distribution and the opioid epidemic. While the City has opted into these settlements in the past, new settlements from separate companies continue to arise and staff would like to renew the blanket authorization to participate without needing to bring each settlement before the City Commission.

The City Commission previously approved participation in similar settlements at their regular meetings on December 20, 2021 and March 27, 2023.

#### **FISCAL EFFECT:**

Funds will be allocated by the State of Michigan and the allocation will depend on the determined impact of opioids on the community.

#### **RECOMMENDATION:**

Authorize the City of Marquette to opt-in to National Opioids Settlements and authorize the City Manager or her designee to sign the participation forms and any other forms related to these settlements.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

No Attachments Available

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

### **Consent Agenda** **Ore to Shore - Special Event Permit**

#### **BACKGROUND:**

Ore to Shore, a Michigan corporation, has requested a three-year Special Event Permit to use Lakeview Arena - Russell Arena to host the Ore to Shore Mountain Bike Epic. The event is scheduled for the following dates: August 8–9, 2025; August 7–8, 2026; and August 13–14, 2027.

City staff, in collaboration with the City Attorney and representatives from Ore to Shore, have developed the terms of the permit. For the 2025 fiscal year, the total rental fee for use of Lakeview Arena – Russell Arena is \$2,700, in addition to applicable miscellaneous charges. Ore to Shore has been approved for a \$2,500 credit through the City's Promotional Fund for the current fiscal year.

#### **FISCAL EFFECT:**

Factoring in the City's Promotional Fund credit, the city will receive \$200.00 plus miscellaneous charges for fiscal year 2025.

#### **RECOMMENDATION:**

Approve the Special Event Permit with Ore to Shore, and authorize the Mayor and Clerk to sign the agreement.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Agreement and Insurance

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

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the “CITY”, and ORE TO SHORE, a Michigan corporation of 710 Cherry Creek Road, Marquette, Michigan 49855, hereinafter referred to as “PERMITTEE”.

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

WITNESSETH:

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

RUSSELL ARENA in LAKEVIEW ARENA

- (2) Term. The term of this Permit shall be for:

August 8, 2025 from 12:00 p.m. (noon) until August 9, 2025 at 11:00 p.m.;  
August 7, 2026 from 12:00 p.m. (noon) until August 8, 2026 at 11:00 p.m.; and  
August 13, 2027 from 12:00 p.m. (noon) until August 14, 2027 at 11:00 p.m.

- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their “as is” condition.

- (4) Use. PERMITTEE may use and occupy the premises for:

“ORE TO SHORE MOUNTAIN BIKE EPIC”

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

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

|                                |                            |
|--------------------------------|----------------------------|
| <b>Russell Arena: 1 ½ days</b> | <b>\$2,700</b>             |
| <b>Tables:</b>                 | <b>\$10 staff set up</b>   |
|                                | <b>\$5 user set up</b>     |
| <b>Chairs:</b>                 | <b>\$5 staff set up</b>    |
|                                | <b>\$2 user set up</b>     |
| <b>Pipes and Drape</b>         | <b>\$10/8 foot section</b> |

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

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

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

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an “as-is” or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

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

☐ (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

■ (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

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

■ (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$300.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

■ (11) Signs. PERMITTEE shall be entitled, at PERMITTEE’S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.

■ (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNC. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

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

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

■ Liquor Liability.

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

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

□ Motor Vehicle Liability

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

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

■ Food

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

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

■ Other insurance.

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

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

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its

operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

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

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

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
  - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
    - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
    - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
    - (iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

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

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

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

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

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

from 5:00 p.m. until 9:00 p.m. on August 8, 2025; and  
from 11:00 a.m. until 8:00 p.m. on August 9, 2025.

from 5:00 p.m. until 9:00 p.m. on August 7, 2026; and  
from 11:00 a.m. until 8:00 p.m. on August 8, 2026.

from 5:00 p.m. until 9:00 p.m. on August 13, 2027; and  
from 11:00 a.m. until 8:00 p.m. on August 14, 2027.

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

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

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

- ☐ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.
- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- ☐ (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

The Genie Boom will be available if prearranged by PERMITTEE at least 48 hours prior to the event.
- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which

includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

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

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

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

- (29) Fire.
  - (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
  - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
  - (c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

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

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

PERMITTEE and its vendors, if any, may be in the arena beginning at 12:00 p.m. (noon) on the Thursday before the event. Additionally, PERMITTEE has until 11:00 p.m. on the Sunday following the event to remove all items and restore the condition of the arena.

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.

- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

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

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

CITY OF MARQUETTE

ORE TO SHORE

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
By: *Scott Tuma*  
Its: *Race Director*

\_\_\_\_\_  
Kyle Whitney, City Clerk

\_\_\_\_\_  
By:  
Its:

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)  
07/16/2024

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

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

| <b>PRODUCER</b><br>Gauthier Insurance<br>P.O. Box 376<br>219 S. Main Street<br>Ishpeming MI 49849 | <b>CONTACT NAME:</b> Rachel Shellum<br><b>PHONE (A/C, No, Ext):</b> (906) 485-6391<br><b>FAX (A/C, No):</b> (906) 485-1277<br><b>E-MAIL ADDRESS:</b> Rachel@GauthierInsurance.com                                                                                                                                                                                                                                               |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|------------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Ore to Shore<br>710 Cherry Creek Rd<br>Marquette MI 49855-8913                  | <table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West Bend Mutual Insurance Company</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | West Bend Mutual Insurance Company | 15350 | INSURER B: |  |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                 | NAIC #                        |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                        | West Bend Mutual Insurance Company                                                                                                                                                                                                                                                                                                                                                                                              | 15350                         |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |

## COVERAGES

CERTIFICATE NUMBER: MASTER 24-25

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | B134723       | 08/01/2024              | 08/01/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <input type="checkbox"/> AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                        |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                    |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                 |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                 |
|          | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      | N/A       |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                   |
| A        | Directors and Officers<br>Self-Insured Retention \$1,000/claim                                                                                                                                                                                                                                                  |           |          | B134733       | 08/01/2024              | 08/01/2025              | General Aggregate \$1,000,000<br>Per Claim Limit \$1,000,000                                                                                                                                                                       |

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

Certificate Holder is listed as additional insured with regard to General Liability on a primary and non-contributory basis.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                         |                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Marquette, its Officers & Employees<br>300 W. Baraga Ave.<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

### **Consent Agenda**

#### **Schedule Public Hearing - Downtown Development Authority TIF Plan**

#### **BACKGROUND:**

The City Commission approved Tax Increment Financing (TIF) Plan #4 for the Downtown Development Authority at the March 11, 2024 regular meeting, which extended the TIF district to the DDA district covering portions of Third Street and which is set to expire in 2036.

At that time, the Commission directed the City Manager to attempt to work with the DDA and to come back at a future date with a proposal to extend the expiration date of the TIF plan, as well as with a revenue sharing agreement between the two parties.

The extension of the term of the TIF requires the adoption of TIF Plan #5, which has already been approved by the DDA board. This TIF plan, which is attached and will be officially adopted via Ordinance #25-08, primarily covers the term extension and includes minor housekeeping items such as corrections to property descriptions. A DDA TIF plan may only be adopted following a public hearing, which requires a 20-day notice under state law. This hearing will be held at the August 11, 2025 City Commission meeting.

Under City Code, ordinances cannot be adopted at the same meeting at which they are introduced. This serves as the first read for Ordinance #25-08, which will be presented for a second read and possible adoption at the August 11, 2025 meeting.

In addition to this new TIF Plan, a revenue sharing agreement with the DDA has been negotiated between the City Manager and the DDA Director. This proposed agreement will be presented to the DDA board for approval in July and should also come to the City Commission for consideration at the August 11, 2025 meeting.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Schedule a Public Hearing to consider DDA TIF Plan #5 at the August 11, 2025 City Commission meeting and move Ordinance #25-08 to the same meeting for consideration.

#### **ALTERNATIVES:**

As determined by the Commission.

## ATTACHMENTS:

### Description

- ▣ Summary of Changes
- ▣ Ordinance 25-08 - Draft
- ▣ TIF Plan #5 - Draft



## Memorandum

To: Tara Laase-McKinney  
From: Rob Bacigalupi, Principal  
Re: DDA Plan #5 Draft  
Date: March 15, 2025

Attached is the first draft of the City of Marquette Downtown Development Plan and Tax Increment Financing Plan #5. This revision to Plan #4 does two fundamental things: It corrects the description of the Third Street area to match that approved in September 2011 and extends the duration of TIF capture to 2054. Key edits to Plan #4 include:

- The maps in Figures 1, 2 & 3 have been updated to reflect the correct scope of the Third Street addition.
- Table 3 has been updated to reflect the correct geography of the DDA District.
- I've added a sentence in the *Explanation of the Tax Increment Procedure* stating TIF capture is subject to agreement(s) the City may enter into with other taxing authorities.
- Figure 4 was changed to show projected tax revenues for the entire DDA.
- A sentence was added to the text under *Duration of the Program* clarifying that eligible taxes billed before the end of the plan expiration but not paid until after are collectable by the DDA.
- Exhibits B, C, D, and E have been updated to reflect the Third Street area and duration changes.
- Text has been edited throughout the document to acknowledge the Third Street and duration changes.

**ORDINANCE #25-08**  
**AN ORDINANCE APPROVING DEVELOPMENT AND TAX**  
**INCREMENT FINANCING PLAN #5 OF THE MARQUETTE**  
**DOWNTOWN DEVELOPMENT AUTHORITY, AND AMENDING**  
**MARQUETTE CITY CODE CHAPTER 16 TO REFLECT THE**  
**APPROVAL**

**INTENT**

The purpose of this ordinance is to approve the Marquette Downtown Development Authority's Development Plan and Tax Increment Financing Plan #5.

**The City of Marquette Ordains:**

**SECTION 1. That Section 16-117 be hereby added to read as follows:**

Sec. 16-117. Development Plan #5.

- (a) *Findings with respect to Plan #5.* Plan #5, in the form approved by the city commission on August 11, 2025, constitutes a public purpose, and the plan satisfies the considerations laid out in the Recodified Tax Increment Financing Act, specifically MCL 125.4219(1).
- (b) *Duration of plan.* The duration of Plan #5 shall be for a term ending December 31, 2054.

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

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
Kyle Whitney, City Clerk

Date Adopted: \_\_\_\_\_

Date Published: \_\_\_\_\_



# CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY

## DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN #5



Approved by the Marquette City  
Commission on \_\_\_\_\_, 2025





## ACKNOWLEDGEMENTS

### Marquette City Commission

Jessica Hanley, Mayor  
Paul Schloegel, Mayor Pro Tem  
Sally Davis  
Gary Gottlieb  
Michael Larson  
Cody Mayer  
Jerney Ottaway

### Marquette Downtown Development Authority Board of Directors

Ryan Stern, Vice Chair  
Marc Weinrick, Treasurer  
Karen Kovacs, City Manager/Secretary  
Robert Caron  
Allison Clark  
Christopher Durley  
Charles Klecha  
Lauren Rowland  
Patricia Sala

### Downtown Development Authority Staff

Tara Laase-McKinney, Executive Director  
Jodi Lanciani, Operations Director  
Michael Bradford, Business Outreach and Promotions Director  
Brian Shier, Farmers Market Manager  
Madelyn Mays, Administrative Assistant

### With assistance from:

Mission North, LLC



---

## **Table of Contents**

|                                                                                                                                                                                                                                                                                                                                                           |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Acknowledgements .....                                                                                                                                                                                                                                                                                                                                    | 3         |
| <b>Executive Summary .....</b>                                                                                                                                                                                                                                                                                                                            | <b>6</b>  |
| Introduction.....                                                                                                                                                                                                                                                                                                                                         | 7         |
| DDA Mission and Goals.....                                                                                                                                                                                                                                                                                                                                | 8         |
| Goals of the DDA.....                                                                                                                                                                                                                                                                                                                                     | 8         |
| Purpose of the Development Plan and Tax Increment Financing Plan #5 .....                                                                                                                                                                                                                                                                                 | 9         |
| Background .....                                                                                                                                                                                                                                                                                                                                          | 9         |
| <b>Development Plan.....</b>                                                                                                                                                                                                                                                                                                                              | <b>12</b> |
| Introduction.....                                                                                                                                                                                                                                                                                                                                         | 13        |
| Designation of Boundaries of the Development Areas .....                                                                                                                                                                                                                                                                                                  | 13        |
| Legal Descriptions of the Development Areas .....                                                                                                                                                                                                                                                                                                         | 13        |
| Public Facilities and Land Uses in the Development Areas .....                                                                                                                                                                                                                                                                                            | 15        |
| Existing Improvements to be Demolished, Repaired, or Altered .....                                                                                                                                                                                                                                                                                        | 15        |
| Project Descriptions .....                                                                                                                                                                                                                                                                                                                                | 18        |
| Open Space in the Development Areas .....                                                                                                                                                                                                                                                                                                                 | 22        |
| Property to Sell, Donate, Exchange, or Lease .....                                                                                                                                                                                                                                                                                                        | 22        |
| Zoning and Other Changes .....                                                                                                                                                                                                                                                                                                                            | 24        |
| An Estimate of the Cost of Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing.....                                                                                                                                                                                                                           | 24        |
| Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority. ....                                                                                     | 25        |
| Procedures for bidding for the leasing, purchasing or conveying in any manner of all or a portion of the development upon completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed in any manner to those persons. .... | 25        |
| Estimate of the Number of Persons Residing in the Development Area.....                                                                                                                                                                                                                                                                                   | 25        |
| A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.....                                                                                                                                                                                                               | 26        |
| Compliance with Act 227 of the Public Acts of 1972, Sections 213.321 - 213.332 of the Michigan Compiled Laws.....                                                                                                                                                                                                                                         | 26        |

**Tax Increment Financing Plan .....27**

Overview .....28

Explanation of the Tax Increment Procedure .....28

Initial Assessed Value and Applicable Millage .....28

Estimate of Tax Increment Revenues .....29

Estimated Impact on Taxing Jurisdictions.....29

Expenditure of Tax Increment Revenues.....30

Duration of the Program.....31

Maximum Amount of Bonded Indebtedness to be Incurred.....31

**Exhibits .....33**

Exhibit A - Definitions .....33

Exhibit B - Legal Description of the THIRD STREET DISTRICT .....35

Exhibit C - Base Values .....42

Exhibit D - Tax Capture Estimates .....54

Exhibit E - Impact on Taxing Authorities.....55

# Executive Summary



## INTRODUCTION

The Marquette DDA adopted a Downtown Plan in 2020 that serves as a guide for development in Downtown Marquette. This Plan recommended, among other things, that the DDA focus additional resources in the Third Street area, including extending tax increment financing into that part of their Downtown District. The DDA began a review of amending its Development and Tax Increment Financing Plan in 2022. This included public engagement in February of that year. The review was paused until late 2023 when the DDA decided to pursue an updated Development and Tax Increment Financing Plan to reflect updated objectives. DDA Development and TIF Plan #4 was developed and approved by the Marquette City Commission on March 11, 2024. This Plan, #5 is a correction to Plan #4, clarifying the extent of the Third Street area, and extends the duration of the plan to 2054.

This plan reflects the direction the 2020 Plan set forth and acknowledges new realities of a post-covid economy. Initiatives in this plan fall under the following six categories:

- Consultation and Administration
- Marquette Commons
- Promotion and Cultural Support
- Parking Management/Transportation System Improvements
- Street, Alley and Sidewalk Improvements
- Economic Support

### Third Street Focus

A primary focus of this plan is Third Street. Third Street initiatives include:

- Wayfinding and banners specifically for the Third Street district
- Gateway features for Third Street
- Parking improvements specifically to serve the Third Street businesses
- Street and streetscape improvements for Third Street



## Authority

The State of Michigan allows municipalities to create Downtown Development Authorities (DDAs) to correct and prevent property value deterioration in business districts to promote economic development. Michigan Public Act 57 of 2018. P.A. 57, hereafter also referred to as Act 57, establishes powers DDAs can use to achieve their goals, such as creating studies and plans, acquiring and disposing of property, improving land, and special financing tools. This development and tax increment financing plan sets forth a plan for the next 30 years of economic growth in Downtown Marquette.

## DDA Mission and Goals

Established by the City of Marquette, the Downtown Development Authority is committed to preserving and strengthening Downtown Marquette by creating a positive atmosphere for owners, businesses, investors, patrons, visitors, employees, and residents and is dedicated to preserving our historic architecture through planning and implementation of projects which inspire public and private investment.

## Goals of the DDA

The following seven goals were established in the November 2020 Downtown Plan and helped inform strategies in that plan.

1. Stimulate economic development, establishing priority redevelopment sites and marketing them to a mixture of businesses while also maintaining and expanding relationships with current employers, partner agencies, and other local organizations.
2. Provide a safe and convenient multi-modal transportation system that provides travel choices and balances the needs of all users.
3. Continue to provide a wide range of housing options, including single-family, townhomes, and second-story residential mixed-use, in order to accommodate a variety of generations and lifestyles.
4. Support a downtown core that attracts new-economy industries while also enhancing the charming historical character of the City.
5. Promote continued reinvestment through mixed-use infill development that complements the preservation and character of historic buildings.



6. Connect the downtown with lakefront amenities and attractions, while continuing to preserve and sustain the natural features for generations to come.
7. Develop a parking management strategy to balance the needs of residents, employees, and visitors, while prioritizing signage, wayfinding and public and/or private lots.

## **Purpose of the Development Plan and Tax Increment Financing Plan #5**

The purpose of this Development Plan and Tax Increment Financing Plan #5 is to provide the legal authority and procedures for public financial participation necessary to assist quality downtown development. This plan clarifies the extent of the Third Street area where tax increment is used, which was added in Plan #4. Plan #5 contains the following elements, as required by Act 57:

- Development Plan
- Tax Increment Financing Plan

## **BACKGROUND**

### **Creation of DDA Downtown District**

In January 1976, the City adopted an ordinance to add a new Chapter 74 to the City Code, which created the DDA and established the initial Downtown District commencing at the intersection of the center line of Rock Street extending east to the Lake Superior shoreline, north on Lakeshore Boulevard to Ridge Street; north on Front Street from the centerline of Rock Street to Ridge Street, Blaker Street from Bluff Street to Ridge Street, west on Ridge Street to the center line of Third Street, south on Third Street to the to the center line of Baraga Avenue, west on Baraga Avenue to the center line of Fourth Street; Washington Street from the center line of Fourth Street to Lakeshore Boulevard. The DDA was afforded all the powers and duties as set forth in Act 57, which at that time was Act 197 of 1975. A copy of that ordinance was included in the first DDA development and tax increment financing plans, i.e., Downtown Development Plan #1, which was adopted by ordinance of the City Commission in December 1984. In December 1992, the City Commission adopted Downtown Development Plan #2, which incorporated and added to Downtown Development Plan #1.



## **Downtown Development Plan #1**

Downtown Development Plan #1 represents the major activities of the DDA in terms of accomplishing the objectives in the Development Area that were laid out at that time in the City's Community Development Plan. The Development Area was designed to capture Tax Increment Revenues generated by all properties fronting on West Washington Street between Front and Fourth Streets, and those properties located within an area bounded by Bluff Street, from Front Street to Third Street, and Main Street. The Development Area was delineated to include those properties most likely to benefit from the construction of a planned parking facility as well as not limit the possibility of utilizing Tax Increment Revenues for other projects within the Downtown District. A legal description and Development Area map were incorporated into the Downtown Development Plan #1. Downtown Development Plan #1 called for the construction of a two-story parking facility located in the 100 block of West Bluff Street, providing access and egress on both levels to both North Front Street and North Third Street, i.e., the Bluff Street Parking Structure. The total cost of the parking structure was \$1,176,744. Tax Increment Revenues were used to pay the principal of and interest on City of Marquette Building Authority bonds and to reduce the cost of the parking facility to those properties contributing to the construction and maintenance of the structure through special assessments. The bonds were issued in the amount of \$840,000 and were retired in September 2000.

## **Downtown Development Plan #2**

Downtown Development Plan #2 was designed primarily to expand the area where Tax Increment Revenues may be used. The DDA identified several additional public facility and parking projects that Downtown Development Plan #1 could not fund. Under Downtown Development Plan #1, Tax Increment Revenues could only be used in the four-block area surrounding the Bluff Street Parking Structure. Downtown Development Plan #2 expanded the Downtown District boundaries to include all properties fronting on west Washington Street from Fourth Street to Seventh Street; Main Street from Third Street to Lakeshore Boulevard; Spring Street and Baraga Street from Fourth Street to Lakeshore Boulevard; properties fronting Baraga Street from Third Street to Lakeshore Boulevard; and properties fronting the eastside of Front Street from Baraga Street to Lakeshore Boulevard and Blaker Street. Efforts were made to avoid areas where residential housing units are a pronounced part of the uses. This area was delineated to include areas of the City's central business district experiencing economic decline and most likely to benefit from future development of public facilities, especially parking and pedestrian access ways. The County opposed the adoption of Downtown Development Plan #2. The City, the County and the DDA entered into an agreement pursuant to Section 14(4) of Act 197 in December 1992, to



share a portion of the Captured Assessed Value. Specifically, that portion of the Development Area included in Downtown Development Plan #2 lying west of a line drawn down the center of Front Street is not included as part of the captured assessed value for which the DDA captures Tax Increment Revenues from County levied millages. Specific projects are identified by the DDA annually including improving public parking facilities as identified in a report commissioned by the DDA including improvements to surface parking, public walkways, and amenities in the lower harbor.

Downtown Development Plan #2 was adopted as an amendment to Downtown Development Plan #1 as a mechanism for the allocation of Tax Increment Revenues to accomplish projects annually identified by the DDA over and above the annual allocation for the bond repayment related to and maintenance of the Bluff Street Parking Structure.

### **Downtown Development Plan #3.**

Development Plan and Tax Increment Financing Plan #3 was adopted to meet the objectives of the DDA and to increase economic development in the City. The intent of Downtown Development Plan #3 was to amend and re-state Downtown Development Plans #1 and #2. Downtown Development Plan #3 has a term ending December 31, 2036. At the time Downtown Development Plan #3 was adopted, the DDA's boundaries were expanded to include Third Street up to Fair Avenue.

### **Downtown Development Plan #4**

Development and Tax Increment Financing Plan #4, adopted in 2024, updated projects, and expanded tax increment financing into the Third Street area. Limitations to tax capture established by Downtown Development Plan #2 remain in place.

### **Downtown Development Plan #5**

This plan, Development and Tax Increment Financing Plan #5 is a correction to Plan #4, clarifying the extent of the Third Street area. Additionally, this plan extends the duration of the plan to 2054.

# Development Plan



## Introduction

At the time of the creation of this Development Plan, it was estimated that there were over 100 residents within the development areas included in this Plan. On \_\_\_\_\_, 2025, the City Commission authorize the creation a Development Area Citizens Advisory Council for the purposes of meeting the requirements Act 57. The City solicited applicants for the Council via the City's website, public access television, the DDA website and the local daily newspaper and was unable to secure the required nine members. Pursuant to Act 57, the failure of a development area citizens council to organize shall not preclude the adoption of the Development Plan.

## Designation of Boundaries of the Development Areas

REFERENCE TO P.A. 57 OF 2018: SECTION 217(2)(A)

The DDA Downtown District and the development areas within its boundaries are shown in **Figure 1** on the following page. This map illustrates the relationship of the various districts to highways, streams, and Lake Superior.

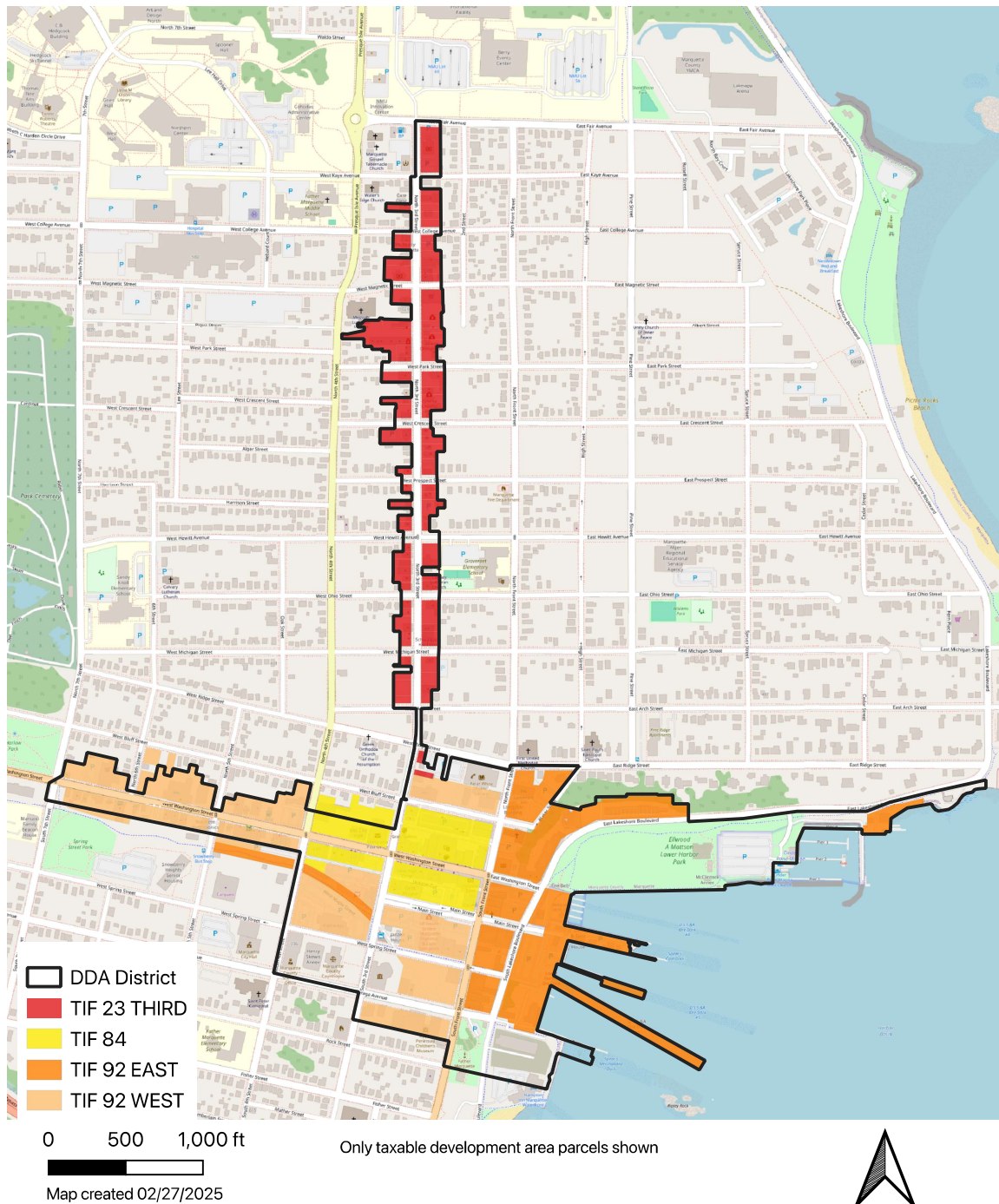
The Marquette Downtown District contains four development areas: TIF 84, TIF 92 East, TIF 92 West, and TIF 23 Third. These four development areas differ in when they were established, and, in the case of TIF 92 West, which taxing authorities are subject to capture. **Figure 1** illustrates which parcels are included in each development area. In addition, parcels belonging to the two brownfield TIF projects are identified on the map.

## Legal Descriptions of the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(B)

Legal descriptions for the three historical development areas are noted above, and the description for TIF 23 Third is contained in **Exhibit B**.

# Figure 1 - DDA District and Development Areas



Public Facilities and Land Uses in the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(B)

Marquette’s Downtown District contains public streets, walkways, sidewalks, and parks. The District’s private land is dominated by commercial uses but also includes residential, and non-profit uses in addition to the aforementioned public land uses. **Table 1** below summarizes the breakdown of land use in the DDA District. **Figure 2** illustrates the land uses on a map.

Existing Improvements to be Demolished, Repaired, or Altered

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(C,D,E)

The Marquette DDA plans to continue and bolster its success for the next 30 years. **Table 2** details the projects planned, including an estimate of cost and construction timing. Timing for projects that are not ongoing is dictated by priority as follows:

- High priority: 2024-2027
- Medium priority: 2028-2037
- Low priority: 2038 and later

Project timing may change due to project-specific funding opportunities and changing priorities. Construction will be timed and phased to minimize impact on neighboring businesses and residents.

Table 1 - Land Use

| Category                | Acres | Proportion |
|-------------------------|-------|------------|
| Commercial              | 62.0  | 78.1%      |
| Residential             | 6.4   | 8.1%       |
| Industrial              | 0.0   | 0.0%       |
| Public and other exempt | 11.0  | 13.9%      |
|                         | 79.4  | 100.0%     |

Source: City of Marquette Engineering Department GIS data

Figure 2 - Land Uses





Table 2 - Projects and Programs

|                                                                                 | Project Priority | Estimated Cost |
|---------------------------------------------------------------------------------|------------------|----------------|
| <b>I. Consultation and Operational Expenditures</b>                             |                  |                |
| A. Market analysis                                                              | High             | \$60,000       |
| B. DDA operations/maintenance                                                   | High             | \$897,400/yr   |
| C. Services for a fee (festivals, decoration, cultural development & marketing) | High             | \$93,200/yr    |
| <b>II. Marquette Commons</b>                                                    |                  |                |
| A. Enhancement projects                                                         | High             | \$3,000,000    |
| <b>III. Promotional and Cultural Development</b>                                |                  |                |
| A. Public restrooms                                                             | High             | \$4,000/yr     |
| B. Wayfinding & other signage                                                   | Medium           | \$250,000      |
| C. Third Street wayfinding art and banners                                      | Medium           | \$25,000       |
| D. Third Street gateway features                                                | Low              | \$50,000       |
| <b>IV. Parking Management/Transportation System Improvements</b>                |                  |                |
| A. Equipment & administrative implementation                                    | High             | \$1,360,000    |
| B. Transportation                                                               | High             | \$1,360,000    |
| C. Parking analysis                                                             | Medium           | \$75,000       |
| D. Development of new parking areas and redesign of current lots                | Medium           | \$15,052,480   |
| E. Third Street parking improvements                                            | Medium           | \$1,240,000    |
| F. Bluff Street structure bond                                                  | Low              | \$147,000/yr   |
| <b>V. Street, Alley and Sidewalk Improvements</b>                               |                  |                |
| A. Baraga Street improvements                                                   | Medium           | \$7,546,644    |
| B. Landscaping, streetscapes, and utility burial improvement                    | Medium           | \$4,000,000    |
| C. Third Street improvements                                                    | Medium           | \$2,800,000    |
| D. Sidewalk snow melt                                                           | Low              | \$2,660,000    |
| <b>VI. Economic Support</b>                                                     |                  |                |
| A. Facade grants                                                                | High             | \$100,000/yr   |
| B. Broadband and wireless technology improvements                               | High             | \$150,000      |
| C. Workforce housing support                                                    | High             | \$150,000/yr   |
| D. Gap funding for selected projects                                            | Medium           | \$349,500      |
| E. Retail incubator                                                             | Medium           | \$174,750      |
| F. Land acquisition for economic development                                    | Low              | \$1,995,000    |

## Notes:

1. Costs shown are planning estimates and many change when projects elements are further defined and engineered.
2. The sum total of all projects may exceed the projected tax increment financing. It is assumed that some projects will leverage tax increment dollars with other available sources of income, where appropriate.



## Project Descriptions

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(C,D)

This Development Plan is intended to be general in nature to provide flexibility in design and implementation. Detailed planning, design and engineering studies will be conducted to specifically set project parameters. Improvement projects are generally arranged according to their area of impact and are assigned to the following six categories: I. Consultation and Operational Expenditures, II. Marquette Commons, III. Promotional and Cultural Development, IV. Parking Management/Transportation System Improvements, V. Street, Alley, and Sidewalk Improvements, and VI. Economic Support.

### **I. Consultation and Operational Expenditures.**

The Consultation and Operational Expenditures category provides for professional services and operational activities related to the DDA. This category is variable and is subject to the level of future activity undertaken by the DDA.

- A. Market analysis. The DDA will conduct a downtown market analysis to assess economic changes taking place in the district and analyze the impact of regional growth upon the downtown district. The plan will also identify strategies to improve the economic conditions in the district.
- B. DDA operations/maintenance. This item covers all expenses relating to the operation of the DDA, such as providing staff support to the DDA Board, public notices, mailings, office supplies and equipment, administrative support, reporting requirements, etc. In addition, the DDA will undertake maintenance of certain City facilities and infrastructure within the Downtown District. This may include addressing issues with regard to the safety and security of the Downtown District. The DDA may help in the purchase, installation, and monitoring of any equipment that may improve safety and security throughout the Downtown District.
- C. Services for a fee. These services are focused on attracting visitors downtown and enhancing their experience through largely temporary or evolving activities. This category includes festivals and events, seasonal decorations, cultural development, and marketing and promotion. These efforts should help the Downtown District be the premium location in the region for cultural, artistic, and recreational activities.



## **II. Marquette Commons Enhancement Projects.**

- A. Enhancement projects. Marquette Commons has proven to be a successful venue and is in need of enhancements to serve the Downtown District better. The improvements will follow planning that evaluates the space's recent uses, and opportunities to serve other purposes.

## **III. Promotional and Cultural Development.**

The promotional and cultural development category relates to projects and activities that are designed to promote economic growth within the Downtown District through the creation of a vibrant, identifiable, and welcoming business environment. This category also supports the development of attractions that will draw people downtown from the surrounding area.

- A. Public restrooms. The DDA will establish a program where willing downtown businesses with qualifying restrooms and hours of operation can receive a stipend for being designated 'public restrooms' on downtown wayfinding and other messaging. Ideally, this will coordinate with the wayfinding system.
- B. Wayfinding and other signage. Creating a sense of place is dependent on a comprehensive wayfinding program both for those in vehicles and pedestrians. Entrance points of the Downtown District should be identified and marked with public art and/or signage that adds vitality and provides direction. Uniform informational and directional signage should be used throughout the Downtown District to provide a sense of place and provide connectivity and awareness of features and districts such as Third Street. Historic information markers will add interest and highlight the City's heritage.
- C. Third Street wayfinding art and banners. To supplement the Third Street Gateway Feature, art incorporated into the sidewalk and elsewhere will help draw walkers along Third Street. The City's Public Arts Commission should be a key partner in such an effort.
- D. Third Street gateway features. A visual feature may be placed near the south and north ends of Third Street. The purpose of the features is to draw attention to and attract pedestrians and motorists up Third Street.



#### **IV. Parking Management/Transportation System Improvements.**

The DDA is interested in pursuing a comprehensive parking management and transportation strategy, outlined in the 2020 Downtown Plan, to maximize the use of available parking, minimize the negative impacts of exposed lots, improve existing parking facilities, provide for emerging technologies such as electric vehicle charging stations, and work to encourage the re-development of private parking lots.

- A. Equipment and administrative implementation. The DDA's parking management roles will require the purchase of parking access and regulation control equipment.
- B. Transportation. The DDA is dedicated to enhancing access to alternative and multimodal transportation forms, including mass transit, bicycling, and recreational trails. This activity may include a Third Street circulator and electric vehicle charging stations.
- C. Parking analysis and study. The DDA will periodically conduct a comprehensive analysis of existing public and private parking areas with attention to efficiency and potential revenue sources, specifically on Third Street. A capital improvement plan will be developed with a cost/benefit analysis and a strategy for implementation over time.
- D. Development of new parking areas and redesign of current lots. The DDA may work with the City to sell certain public parking lots for private use, respond to private investors by partnering to provide parking, and assume management of the entire parking system as deemed appropriate by the City and the DDA. Some existing lots may be configured to meet changing mobility needs, and parking garages may be developed according to a parking plan.
- E. Third Street parking improvements. Add and improve parking supply and management in the Third Street district. Improvements may include new off-street parking facilities, meters, and signage.
- F. Bluff Street structure bond. Continue supporting the Bluff Street parking structure bonds with tax increment dollars until they are paid off.

#### **V. Street, Alley and Sidewalk Improvements.**

This category provides for the development and repair of City streets, alleys and sidewalks to better serve properties within the Downtown District. This includes the



burial of overhead utilities wherever feasible and improvements to other infrastructure. Improvements include, but are not limited to, the following:

- A. Baraga Street improvements. The DDA intends to improve the function of streets to provide for the flow of vehicular traffic, multi-modal transportation and the pedestrian ways which incorporates “winter city design.” This may include widening of sidewalks in the Downtown District, rearrangement of parking, traffic calming measures, bicycle facilities, signaling changes and other traffic management techniques. Specifically, the Baraga Avenue improvement project identified in **Table 2** is identified as a medium priority.
- B. Landscaping, streetscapes, and utility burial improvement throughout the District. Streetscape improvements are envisioned throughout the Downtown District. These improvements may include new concrete or brick installations, curb and gutter replacement, street lighting improvements to incorporate energy-efficient standards, trash cans, benches, bicycle parking areas, and other pedestrian amenities, including “winter city design.” Further, specific street and alley placemaking projects, such as turning Main Street into a festival space, are included in this project. Banners and public art may be included. In addition, a concerted effort to work towards the consolidation of private dumpsters in alleys and parking lots will be undertaken.
- C. Third Street improvements. Third Street is targeted for a comprehensive redesign. The Third Street corridor is a mix of small-town urban and suburban land development. Improvements would better connect to the downtown and enhance the pedestrian environment. Improvements could include road realignment, improved bike facilities, improved sidewalks, and street trees.
- D. Sidewalk snowmelt. Installation of snowmelt systems in pedestrian walkways throughout the Downtown District to improve winter walking conditions and enhance economic activity.

## **VI. Economic Support**

- A. Facade Grants. The program assisting Downtown District property owners with enhancement to public-facing facades would be continued.
- B. Broadband and wireless technology improvements. Enhance communications infrastructure in the DDA District, which may include



improvements to broadband internet and/or cellular service in the Downtown District. This may include establishing public wifi, improving broadband to the premises, and fostering additional cellular capacity.

- C. Workforce housing support. The DDA may study and provide incentives for developers, public and private, to provide a wide range of housing types and price points in order to accommodate a variety of generations and lifestyles.
- D. Gap funding for selected projects. Recognizing that the cost of mixed-use, development that meets specific DDA goals may not be financially feasible using available traditional investment, financing, and incentives, the DDA may, at its own discretion, commit project-specific future tax increment capture back to private projects for a specified period of time.
- E. Retail incubator. Establish a physical space in the DDA District with services and affordable rent to support and incubate new commercial ventures.
- F. Land acquisition for economic development. As opportunities present themselves, the DDA may purchase land for re-positioning to meet DDA goals.

## Open Space in the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(F)

The areas identified to be left as open spaces within the DDA District are (i) the pocket park located in the 100 block of West Washington Street, (ii) the Rosewood Walkway located in the 200 Block of South Front Street, (iii) the Ellwood Mattson Lower Harbor Park located in the 100 Block of North Lakeshore Boulevard, and (iv) the multi-modal path from Lakeshore Boulevard to Seventh Street.

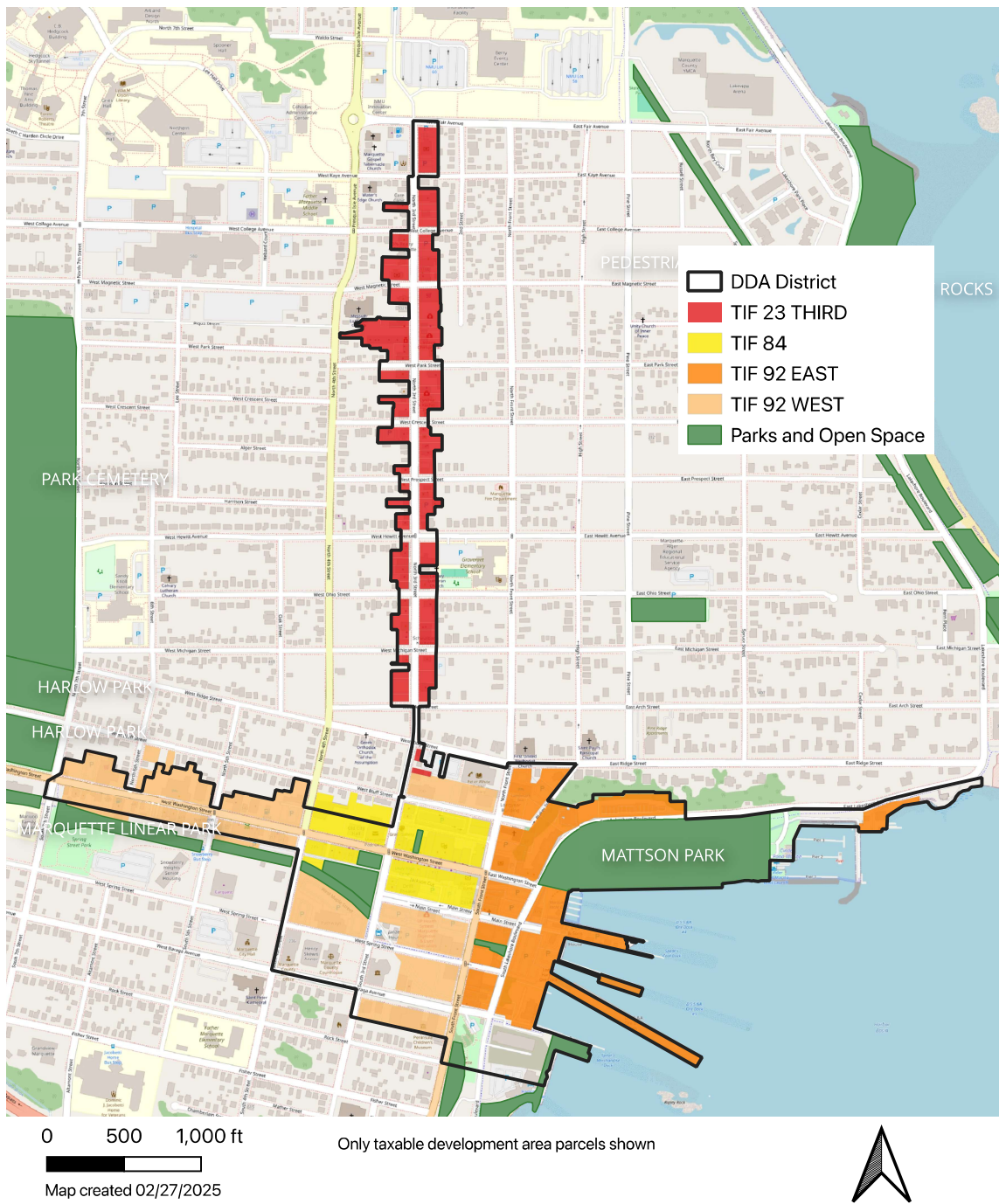
Other areas may be identified by the DDA or City as additional desirable open space in the Downtown District. **Figure 3** below shows the location and extent of these spaces.

## Property to Sell, Donate, Exchange, or Lease

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(G)

The DDA currently owns no portion of the Downtown District. Future transactions, if any, between the DDA and the City will be done in the best interest of the City.

Figure 3 - Parks and Open Spaces





## Zoning and Other Changes

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(H)

No zoning changes are anticipated within the Development District other than those that may be required by the “Land Use Code” under consideration for adoption by the City Commission. Streets, street levels, intersections, and utilities are anticipated to be improved.

## An Estimate of the Cost of Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(I)

The estimated total cost for undertaking the projects identified in **Table 2** is \$42,148,374 plus annual expenditures of \$1,391,600 per year. The activities of the DDA and the development of public improvements will be financed from one or more of the following sources:

- Donations or private funding to the DDA for the performance of its functions.
- Money borrowed and to be repaid in accordance with Act 57.
- Revenues from any property, building or facility owned, leased, licensed or operated by the DDA or under its control, subject to the limitations imposed thereon by Act 57, trusts or other agreements.
- Proceeds of a tax increment financing plan.
- Money obtained from other sources approved by the City Commission.



**Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(J)

The DDA may participate in and/or facilitate a purchase of other land for use or redevelopment in accordance with the City Master Plan and the goals of the 2020 Downtown Plan and this Development Plan. The Authority may convey any such property to another entity, yet unknown. Further, the Authority may consider other property acquisition, lease, or sale, as appropriate, in furtherance of the goals of this Plan. The person or persons to whom such property may be leased or conveyed is unknown at this time.

**Procedures for bidding for the leasing, purchasing or conveying in any manner of all or a portion of the development upon completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed in any manner to those persons.**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(K)

In the event the DDA purchases, receives a donation of, or otherwise comes to own property in the Development Areas, it will conform with any bidding or land disposition process adopted by the City or, in the absence of such procedures, the DDA will adopt suitable procedures to govern the management and disposition of property in conformance with all applicable Federal, State, and local regulations. The DDA currently has no express or implied agreement between the DDA and any persons, natural or corporate, that all or a portion of the development area will be leased, sold, or conveyed to those persons.

**Estimate of the Number of Persons Residing in the Development Area**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(L)

It is estimated that 350 people live in the Marquette DDA's Development Areas. The Marquette DDA does not have plans to displace residents for any projects.



### **A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(M)(N)

Not applicable. There are no plans to acquire any project with residences in conjunction with this Plan. However, in the future, if the condemnation of property is necessary to meet the objectives of this Plan and would result in persons being displaced, the DDA will submit to the City Commission an acquisition and relocation plan, consistent with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. As dictated by that Act, provision for the costs of relocation of displaced persons, including financial assistance and reimbursement of expenses, will be made.

### **Compliance with Act 227 of the Public Acts of 1972, Sections 213.321 - 213.332 of the Michigan Compiled Laws**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(O)

The DDA has no plans to condemn property in conjunction with this Plan. However, if in the future the condemnation were necessary to meet the objectives of this Plan, the DDA will submit to the City Commission a plan that complies with Act No. 227, Sections 213.321 to 213.332 of the Michigan Compiled Laws.

# Tax Increment Financing Plan

## OVERVIEW

This Tax Increment Financing Plan (TIF) includes the preceding Development Plan, and specifically provides a method of funding for the projects identified in the Development Plan.

### Explanation of the Tax Increment Procedure

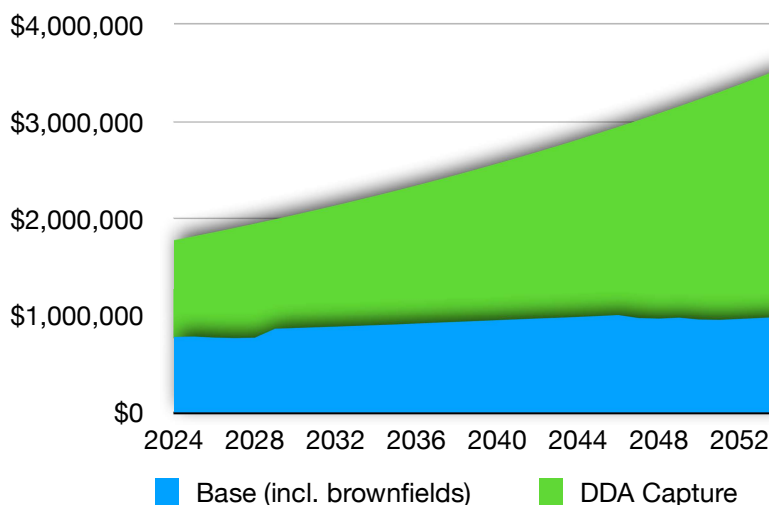
REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Tax increment financing is a governmental financing program that contributes to economic growth and development by dedicating a portion of the tax base resulting from economic growth and development to certain public facilities and certain other eligible costs as permitted by Act 57, facilitating certain projects that created economic growth and development in the Downtown District.

Tax Increment Revenues are realized by increases in property valuations within the Development Areas of the Downtown District of the DDA. Such Tax Increment Revenues result from the application of millage rates levied by the City and the County. **Figure 4**

illustrates how TIF works by looking at DDA capture over the life of the Plan. TIF collection is subject to any revenue-sharing agreements with other taxing authorities the City may have entered into.

Figure 4 - DDA TIF



### Initial Assessed Value and Applicable Millage

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

**Exhibit C** lists properties subject to TIF in each of the four development areas. **Table 3** shows the millages subject to capture.



Table 3 - Millage Rates Subject to Capture

|                             | Millage Rate |
|-----------------------------|--------------|
| City                        | 17.9057      |
| County                      | 7.5718       |
| DDA                         | 1.8558       |
| Iron Ore Heritage Authority | 0.1970       |
| Library                     | 1.7689       |
| Total                       | 29.2992      |

2023 millage rates, subject to change over time

## Estimate of Tax Increment Revenues

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Tax increments from Real Property have been estimated for the life of the plan in **Exhibit D**. Total tax increment revenues over the life of the 30-year plan are estimated to be \$51,068,516.

## Estimated Impact on Taxing Jurisdictions

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

The DDA's planned investment in the Downtown District is expected to cause the increase of values in and around the district. To help pay for this planned investment, some taxes will be captured from certain millages on property within the Downtown District. This will improve the overall economics of the Marquette region.

The five taxing jurisdictions impacted by this TIF Plan are the City of Marquette, Marquette County, the Iron Ore Heritage Authority, the Peter White Library, and the Downtown Development Authority. Since the DDA is the entity capturing TIF, the net effect on the DDA is zero. **Exhibit E** illustrates the impact on these taxing jurisdictions.

The DDA intends to expend all available Tax Increment Revenues over the term of the Tax Increment Financing Plan as indicated in **Exhibits D & E**. It is anticipated that the taxable values will increase over the term of the Downtown Development Plan #5 due to new investments. When the term of Downtown Development Plan #5 ends, all of the taxing jurisdictions levying taxes in the Development Areas will benefit from the increased values that likely would not have occurred without the efforts of the DDA. It is anticipated that a portion or all of the taxes foregone by the taxing jurisdictions



during the term of Downtown Development Plan #5 will be recouped by the taxing jurisdictions from the expected increase in taxable value after the term ends.

## Expenditure of Tax Increment Revenues

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Projects and programs identified in **Table 2** will be funded with tax increment revenue capture. In addition to these items, the DDA Board will use captured revenues for the following purposes:

- Finance current financial obligations of the DDA,
- Pay for costs incurred by the City and the DDA in implementing both the Development Plan and the Tax Increment Financing Plan,
- Pay for costs associated with the administration and operation of the Downtown Development Authority in its administration of said Plans.
- Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation or reconstruction of a public facility, an existing building or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the Board, aids in the economic growth of the Downtown District.
- Plan, propose and implement an improvement to a public facility within the Downtown District area to comply with the barrier-free design requirements of the State of Michigan.
- Acquire property on terms and conditions and in a manner the DDA deems proper, or own, convey, or otherwise dispose of property, or rights of interest therein, which the DDA determines is reasonably necessary to achieve the purpose of the Act 57 and to grant or acquire licenses, easements and options with respect thereto.
- Multimodal improvement - including bus stops, bike facilities, especially Third Street.



## **Duration of the Program**

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

The Tax Increment Financing Plan shall be for a term ending December 31, 2054.  
Eligible taxes billed up to this date are collectable by the DDA under this plan.

## **Maximum Amount of Bonded Indebtedness to be Incurred**

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Certain State of Michigan and federal loans, loan guarantees and grants will be sought for carrying out Downtown Development Plan #5. Certain of the capital improvement projects in Downtown Development Plan #5 may be financed through the issuance of revenue bonds, general obligation bonds or tax increment bonds. The types and amounts of bonds issued will be determined as further project planning is undertaken and as shall be approved by the City Commission.

The maximum bonded indebtedness to be incurred is \$52,000,000.

# Exhibits



## Exhibit A - Definitions

The following words and terms as used in this Development Plan and Tax Increment Financing Plan #5 shall have the following meanings unless the context or use indicates a different meaning or intent:

“*Act 57*” means the Recodified Tax Increment Financing Act, Act 57 of 2018, which succeeds the Downtown Development Authority Act, Act 197 of the Public Acts of Michigan of 1975.

“*Board*” means the governing body of the DDA.

“*Business District*” means an area in the downtown of the City zoned and used principally for business.

“*Captured Assessed Value*” means the amount in any one year by which the current assessed value of the Downtown District exceeds the Initial Assessed Value.

“*City*” means the City of Marquette, Michigan.

“*County*” means Marquette County, Michigan.

“*DDA*” means the City of Marquette Downtown Development Authority.

“*Development Area*” means the areas to which the Development Plan is applicable from which Tax Increment Revenues are captured.

“*Downtown District*” means that part of an area in a Business District in the City that has been specifically designated by the City Commission pursuant to Act 57 and where a special two-mill *ad valorem* tax is levied and collected as permitted by Act 57.

“*Initial Assessed Value*” means the assessed value, as equalized of all taxable property within the boundaries of the Development Area at the time the ordinance establishing the Tax Increment Financing Plan related to such taxable property is approved as shown on the most recent assessment roll of the City for which equalization had been completed at the time the Tax Increment Financing Plan is adopted.

“*Tax Increment Revenues*” means the amount of *ad valorem* property taxes and specific local taxes (as defined in Act 57) attributable to the application of the



levy of all taxing jurisdictions upon the Captured Assessed Value of real and personal property in the Development Area subject to certain requirements as set forth in Section 201(cc) of Act 57.



## **EXHIBIT B - LEGAL DESCRIPTION OF THE THIRD STREET DISTRICT**

Beginning at the intersection of the centerlines of West Bluff Street and North Third Street (Third Street); thence northerly along the centerline of Third Street to the centerline of West Arch Street; thence westerly along centerline of West Arch Street to a point of intersection with the extension of the west lot line of Lot 6, Block 9 of John Burt's Addition;

thence northerly along said line extended to the north Right of Way (R.O.W.) of West Arch Street and the southwest corner of Lot 6; thence northerly along the west lot line of Lots 6-3 of said Block 9 to the northwest corner of Lot 3; thence easterly along the north line of Lot 3 to the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street 40 feet to the north line of the south 40 feet of Lot 2 of said Block 9; thence westerly along the north line of the south 40 feet of Lot 2 of said Block 9 to the west lot line of Lot 2 of said Block 9; thence northerly along the west lot line of Lot 2 of said Block 9 a distance of 10 feet to the northwest corner of Lot 2 of said Block 9; thence along the north line of Lot 2 to a point 75 feet west of the northeast corner of Lot 2; thence along a line parallel with and 75 feet from the east line of Lot 1, Block 9 of John Burt's Addition to the south R.O.W. of West Michigan Street;

thence northerly to the north R.O.W. of West Michigan Street, said point being 75 feet west of the southeast corner of Lot 6, Block 4 of John Burt's Addition; thence northerly along a line parallel with and 75 feet from the east lot lines of Lots 6-5, Block 4 of John Burt's Addition, to the south lot line of Lot 4, Block 4 of John Burt's Addition; thence westerly along the south line of Lot 4 to the southwest corner of said lot 4; thence northerly along the west line of Lots 4-3, Block 4 of John Burt's Addition to the northwest corner of Lot 3; thence easterly along the north line of said Lot 3 to a point 65 feet from the northeast corner of said Lot 3; thence along a line parallel with and 65 feet from the east line of Lot 2, Block 4 of John Burt's Addition, to the south R.O.W. of Ohio Street;

thence northerly along a line perpendicular to the south R.O.W. of West Ohio Street to the north R.O.W. of said street; thence westerly along said north R.O.W. to a point 75 feet west of the southeast corner of Lot 6, Block 3 of John Burt's Addition; thence northerly along a line parallel with and 75 feet from the east line of said Lot 6 to the south line of Lot 5, Block 3 of John Burt's Addition; thence westerly along said south line to the southwest corner of Lot 5; thence continuing westerly along the extension of said south line 2 feet; thence northerly along a line parallel with and 2 feet from the west line of said Lot 5 to the extension of the north line of said Lot 5; thence easterly



along said north line extension to the southwest corner of Lot 4, Block 3 of John Burt's Addition; thence northerly along the west lot line of Lots 4-2, Block 3 of John Burt's Addition to the northwest corner of said Lot 2; thence easterly along the north line of said Lot 2 to a point 50 feet west of the northeast corner of Lot 2; thence northerly along a line parallel with and 50 feet from the east line of said Lot 1 to the south R.O.W. of West Hewitt Avenue;

thence northerly along a line perpendicular to the south R.O.W. West Hewitt Street to the north R.O.W. of West Hewitt Street; thence westerly along the north R.O.W. of West Hewitt Street to the southwest corner of Lot 35 of Adam's Addition; thence northerly along the west line of Lot 35 to the south line of the North 45 feet of Lots 34 and 35 of Adam's Addition; thence easterly along said south line of the North 45 feet to the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to southeast corner of Lot 40 of Adam's Addition; thence westerly along the south line of Lot 40 of Adam's Addition to the southwest corner of said Lot 40; thence northerly along the west line of said Lot 40 to the northwest corner of said Lot 40; thence easterly along the north line of said Lot 40 to the northeast corner of said Lot 40 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to southeast corner of Lot 42 of Adam's Addition; thence westerly along the south line of said Lot 42 to the southwest corner of the East 64.5 feet of said Lot 42; thence northerly along the west line of the East 64.5 feet of said Lot 42 to the south R.O.W. of West Prospect Street;

thence northerly perpendicular to the south R.O.W. of said West Prospect Street to the north R.O.W. of said West Prospect Street; thence westerly along said north R.O.W. of West Prospect Street to the southwest corner of the East 100 feet of Lot 44 of Adam's Addition; thence northerly along the west line of the East 100 feet of Lot 44 to the northwest corner of the East 100 feet of Lot 44; thence easterly along the north line of said Lot 44 to the northeast corner of said Lot 44 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 48 of Adam's Addition; thence westerly along the south line of said Lot 48 to the southwest corner of said Lot 48; thence northerly along the west line of Lots 48 and 49 of Adam's Addition to the southerly R.O.W. of West Crescent Street; thence easterly along the southerly R.O.W. of West Crescent Street 94 feet;

thence northerly to the northerly R.O.W. of West Crescent Street and a point lying 94 feet easterly of the southwest corner of Lot 51 of Adam's Addition; thence north 62 feet, thence east 6 feet; thence north along a line 96 feet from and parallel with the westerly R.O.W. of Third Street to the south line of the North 42 feet of Lot 53 of Adam's Addition; thence westerly along the south line of the North 42 feet of Lot 53 of Adam's Addition to the southwest corner of the North 42 feet of said Lot 53; thence



northerly along the west line of said Lot 53 to the northwest corner of said Lot 53; thence easterly along the north line of said Lot 53 to the northeast corner of said Lot 53 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 56 of Adam's Addition; thence westerly along the south line of said Lot 56 to the southwest corner of said Lot 56; thence northerly along the west line of Lots 56 and 57 to the southerly R.O.W. of West Park Street;

thence perpendicular to the said southerly R.O.W. of West Park Street to the northerly R.O.W. of West Park Street; thence easterly along said R.O.W. to a point which is 48 feet east of the west line of said Adam's Addition; thence northerly along a line 48 feet from and parallel with the said west line of Adam's Addition to a point on the north line of Lot 59; thence westerly along the north line of said Lot 59 to the northwest corner of Lot 59 and the east line of Lot 240 of Palmers Addition No. 3; thence northerly along said east line of Lot 240 to the northeast corner of the South 81 feet of Lot 240; thence westerly along the north line of the South 81 feet of Lots 240 and 239 to the east line of Lot 238 of Palmer's Addition No. 3; thence northerly along said east line of Lot 238 to the southeast corner of the North 50 feet of said Lot 238; thence westerly 50 feet from and parallel with the north line of said Lot 238 to the west line of Lot 238 of Palmer's Addition No. 3; thence northerly along the west lot line of said lot to the northwest corner of said Lot 238; thence 144.5 feet westerly along the south lot line of Lot 241 of Palmer's Addition No. 3 to a point on the east R.O.W. of North Fourth Street, said point being the southwest corner of said Lot 241; thence along the east R.O.W. of North Fourth Street to a point 48 feet south of the northwest corner of said Lot 241; thence east parallel with the north lot line of said lot 35 feet; thence N82°00'E, 113.8 feet more or less to a point 22.3 feet south of the north line of Lot 241 of Palmer's Addition No. 3; thence 22.3 feet to a point on the north lot line of said Lot 241, said point also being the south line of a vacated alley in the Normal Addition; thence westerly along the south line of Normal Addition to the intersection of the west lot line of Lot 12 with the south line of the Normal Addition; thence; thence northerly along the west line of said Lot 12 to a point 10 feet north of the southwest corner of said Lot 12; thence easterly 25 feet; thence N45°00'E, 29 feet; thence easterly 94.1 feet; thence northerly 12.5 feet; thence easterly 20.4 feet more or less to a point on the east line of Normal Addition, said point being on the west line of Adam's Addition No. 2; thence southerly along the west line of Adam's Addition No. 2 to the northwest corner of Lot 1 of Adam's Addition No. 2; thence easterly along the north line of said Lot 1 to the northeast corner of said Lot 1 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 4 of Adam's Addition No. 2; thence westerly along the south line of said Lot 4 to a point 50 feet east of the southwest corner of



said Lot 4; thence northerly along a line parallel with and 50 feet from the west line of Lots 4 and 5 of Adam's Addition No. 2 to the southerly R.O.W. of West Magnetic Street;

thence northerly to the north R.O.W. of West Magnetic Street; thence westerly along said north R.O.W. to the southwest corner of Lot 7 of Adam's Addition No. 2; thence northerly along the west lot lines of Lots 7-9 of said plat to the northwest corner of Lot 9; thence easterly along the north line of said Lot 9 to the northeast corner of said Lot 9 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 11 of Adam's Addition No. 2; thence westerly along the south line of said Lot 11 to a point 53 feet east of the southwest corner of said Lot 11; thence northerly along a line parallel with and 53 feet from the west lines of Lots 11 and 12 to the southerly R.O.W. of West College Avenue;

thence northerly perpendicular to the southerly R.O.W. of West College Avenue to the centerline of West College Avenue; thence easterly along the centerline of West College Avenue to a point of the westerly R.O.W. of Third Street extended; thence northerly along said extension and westerly R.O.W. of Third Street to the southeast corner of Lot 16 of Adam's Addition No. 2; thence along the south line of said Lot 16 to the southwest corner of said Lot 16; thence northerly along the west line of said Lot 16 to the northwest corner of said Lot 16; thence easterly along the north line of said Lot 16 to the northeast corner of said Lot 16 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street and extension thereof to the centerline of West Kaye Avenue; thence easterly along the centerline of West Kaye Avenue to the centerline of Third Street; thence northerly along the centerline of Third Street to the centerline of West Fair Avenue;

thence easterly along the centerline of West Fair Avenue to the point of intersection of said centerline with the extension of the easterly lot lines of Lots 45, 43, 41, 39, 37, and 35 of Longyear's Addition; thence southerly along said easterly lot lines and extension thereof to the northerly R.O.W. of West Kaye Avenue;

thence southerly perpendicular to the northerly R.O.W. of West Kaye Avenue to the centerline of West Kaye Avenue; thence westerly along the centerline of West Kaye Avenue to a point at the extension of the easterly R.O.W. of Third Street; thence southerly along said easterly R.O.W. and extension thereof to the northwest corner of Lot 31 of Longyear's Addition; thence easterly along the north line of said Lot 31 to the northeast corner of said Lot 31; thence southerly along the east lines of Lots 31, 29, 27, 25, and 23 of Longyear's Addition to the northerly R.O.W. of West College Avenue;



thence southerly perpendicular to the north R.O.W. to the south R.O.W.; thence westerly along the south R.O.W. to a point 90 feet easterly of the northwest corner of Lot 21 of Longyear's Addition; thence southerly 100 feet to a point on the north lot line of Lot 17 of Longyear's Addition; thence 39.5 feet easterly to the northeast corner of said Lot 17; thence southerly along the east lot line of Lots 17, 15, 13, and 11 to the north R.O.W. of West Magnetic Street; thence southerly perpendicular to the north R.O.W. of West Magnetic Street to the south R.O.W. of said street; thence along the south R.O.W. to a point 9.5 feet easterly of the northeast corner of Lot 9 of Longyear's Addition; thence southerly and parallel to the east lot line of Lot 9 and 7 of said plat to a point on the north lot line of Lot 6 of Longyear's Addition; thence along the north lot line of Lot 6 to a point 12 feet easterly of the northwest corner of Lot 6; thence parallel with the west lot line of Lot 6 to a point on the south lot line of Lot 6; thence 12 feet westerly to the southwest corner of Lot 6; thence along the east lot lines of Lot 3 and 1 of Longyear's Addition to the southeast corner of said Lot 1 of Longyear's Addition; thence from the southeast corner of Lot 1 of Longyear's Addition to the northeast corner of Lot 96 of Moore & Sang's Addition; thence southerly along the east lot lines of Lot 96 and 95 to the southeast corner of Lot 95 of Moore & Sang's Addition; thence westerly along the south lot line of said Lot 95 to a point 100 feet east of the northwest corner of Lot 94; thence southerly and parallel to the east lot lines of Lots 93 and 94 of Moore & Sang's Addition to the north R.O.W. of West Park Street; thence easterly along said R.O.W. to a point to the southeast corner of Lot 93; thence southerly perpendicular to the north R.O.W. of West Park Street to a point on the south R.O.W. of said street, said point being the northeast corner of Lot 60 of Moore & Sang's Addition; thence southerly along the east lot lines of Lots 60-56 to the southeast corner of Lot 56; thence westerly 92 feet along the south line of said Lot 56; thence southerly along a line parallel to the east lot line of Lot 55 of Moore & Sang's Addition to a point on the north R.O.W. of West Crescent Street; thence southerly along a line perpendicular to the north R.O.W. of West Crescent Street to a point on the south R.O.W. of said street; thence easterly to a point 75 feet easterly of the northwest corner of Lot 25 of Moore & Sang's Addition; thence southerly 50 feet along a line parallel to the east lot line of Lot 25 to a point on the north lot line of Lot 26; thence easterly along said north lot line to the northeast corner of Lot 26; thence southerly along the east lot lines of Lots 26-27 of Moore & Sang's Addition to the southeast corner of Lot 27; thence westerly along the south lot line of Lot 27 to the northeast corner of Lot 29; thence southerly along the east lot line of Lot 29 to a point on the north R.O.W. of West Prospect Street; thence perpendicular to the north R.O.W. of West Prospect Street to a point 100 feet east of the northwest corner of Lot 20 of Adam's Addition on the south R.O.W. of said street; thence southerly along a line parallel to the east lot lines of Lots 20-21 of Adam's Addition to a point on the north lot line of Lot 22; thence easterly along the north line of Lot 22 to the northeast



corner of said lot; thence southerly to the southeast corner of said lot; thence along the south line of Lot 22 westerly to a point 35 feet east of the northwest corner of Lot 32 of Adam's Addition; thence 50 feet southerly and parallel to the west line of Lot 32; thence westerly and parallel to the north line of Lot 32 to a point 50 feet easterly of the west line of Lot 33 of Adam's Addition; thence southerly and parallel to the west lot line of Lot 33 to the north R.O.W. of West Hewitt Avenue; thence easterly along the north R.O.W. of West Hewitt Avenue to a point 112 feet easterly of the southwest corner of Lot 33 of Adam's Addition;

thence southerly to a point on the southerly R.O.W. of West Hewitt Avenue, said point being the northeast corner of Lot 24, Block 2 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-22 to the southeast corner of Lot 22, thence westerly along the south line of said Lot 22 to the southwest corner of said Lot 22 and the easterly R.O.W. of Third Street; thence southerly along the easterly R.O.W. of Third Street to the northwest corner of Lot 20 of Block 2 of John Burt's Addition; thence easterly along the north line of said Lot 20 to the northeast corner of said Lot 20; thence southerly along the east lines of Lot 20 and 19 of Block 2 of John Burt's Addition to the northerly R.O.W. of West Ohio Street;

thence southerly to the south R.O.W. of said street, said point being the northeast corner of Lot 24, Block 5 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-19, Block 5 to the southeast corner of Lot 19, said corner being the north R.O.W. of West Michigan Street; thence southerly to the south R.O.W. at the northeast corner of Lot 24, Block 8 of John Burt's Addition; thence along the east lot lines of Lots 24-21, Block 8 of John Burt's Addition to the northeast corner of Lot 20; thence along the east line of Lot 20 to a point 12.85 feet south of the northeast corner of Lot 20; thence westerly 45 feet; thence southerly and parallel to the west lot lines of Lot 20-19, Block 8 of John Burt's Addition to a point on the northerly R.O.W. of West Arch Street, said point being 67.3 feet easterly of the southwest corner of Lot 19;

thence southerly perpendicular to said northerly R.O.W. of West Arch Street to the centerline of West Arch Street; thence westerly along the centerline of West Arch Street to a point on the extension of the easterly R.O.W. of Third Street; thence southerly along said extension and the easterly R.O.W. of Third Street to the centerline of West Ridge Street; thence easterly along the centerline of West Ridge Street to the northerly extension of the east line of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat; thence southerly along said east line extensions to the southerly R.O.W. line of West Ridge Street and the northeast corner of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat; thence southerly along the said east line to the southeast corner of the West 45 feet



of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat; thence westerly along the south line of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat to the southwest corner of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat and the easterly R.O.W. of Third Street; thence southerly along the easterly R.O.W. of Third Street to the northwest corner of the South 25 feet Lots 3 and 4, Block 6 of the 36 Acres Plat; thence easterly along the north line of the South 25 feet Lots 3 and 4, Block 6 of the 36 Acres Plat to the northeast corner there of; thence southerly along the east line of the South 25 feet Lots 3 and 4, and the east line of the North 10 feet of Lots 5 and 6, all in Block 6 of the 36 Acres Plat to the southeast corner there of; thence westerly along the south line of the North 10 feet of Lots 5 and 6, all in Block 6 of the 36 Acres Plat to the southwest corner there of and the easterly R.O.W. of Third Street;

thence southerly along the easterly R.O.W. of Third Street to the centerline of West Bluff Street; thence westerly along the centerline of West Bluff Street to the centerline intersection of Third Street, said intersection being the Point of Beginning (P.O.B.).

*Prepared by: S. Holmquist/ J. Minard*

*Date: October 8, 2024*

*Prepared for: City of Marquette*

*City of Marquette Engineering Department Job No: MQ24-901*

*PIN: Multiple*

*J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ24-901 DDA TIFF Plan 4 - Map and Legal\Field Construction Related\All Survey\Legal Descriptions\MQ24-901 3rd Street DDA TIF No 4 Legal Description (241008 Final).docx*



## EXHIBIT C - BASE VALUES

### Base Values for all Development Areas

| Parcel # | Address        | TIF 84 | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|----------------|--------|----------------|----------------|-----------------|-------|
| 110360   | 415 S Third    |        | 0              |                |                 |       |
| 110370   | 157 W Baraga   |        | 17,900         |                |                 |       |
| 110380   | 155 W Baraga   |        | 18,300         |                |                 |       |
| 110390   | 151 W Baraga   |        | 13,800         |                |                 |       |
| 110400   | 149 W Baraga   |        | 38,100         |                |                 |       |
| 110410   | 139 W Baraga   |        | 19,356         |                |                 |       |
| 110420   | 141 W Baraga   |        | 13,900         |                |                 |       |
| 110430   | 119 W Baraga   |        | 62,300         |                |                 |       |
| 110431   | 113 W Baraga   |        | 0              |                |                 |       |
| 110480   | 109 W Baraga   |        | 40,800         |                |                 |       |
| 110490   | 101 W Baraga   |        | 13,700         |                |                 |       |
| 110510   | 300 S Front St |        | 344,200        |                |                 |       |
| 110540   | 320 S Front St |        | 22,400         |                |                 |       |
| 110550   | 126 W Baraga   |        | 0              |                |                 |       |
| 110560   | 125 W Spring   |        | 0              |                |                 |       |
| 110570   | 130 W Baraga   |        | 10,200         |                |                 |       |
| 110580   | 136 W Baraga   |        | 40,900         |                |                 |       |
| 110600   | 145 W Spring   |        | 0              |                |                 |       |
| 110680   | 125 W Spring   |        | 0              |                |                 |       |
| 110710   | 214 S Front    |        | 12,500         |                |                 |       |
| 110720   | 222 S Front    |        | 43,800         |                |                 |       |
| 110730   | 112 W Spring   |        | 71,400         |                |                 |       |
| 110760   | 122 W Spring   |        | 21,600         |                |                 |       |
| 110770   | 124 W Spring   |        | 109,600        |                |                 |       |
| 110800   | 148 W Spring   |        |                |                |                 |       |
| 110810   | 150 W Spring   |        |                |                |                 |       |
| 110810   | 150 W Spring   |        | 0              |                |                 |       |
| 111290   | 234 W Baraga   |        |                |                |                 |       |



| Parcel # | Address         | TIF 84 | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|-----------------|--------|----------------|----------------|-----------------|-------|
| 111290   | 234 W Baraga    |        | 0              |                |                 |       |
| 111300   | 501 S Front     |        |                |                |                 |       |
| 111310   | 501 S Front     |        |                |                |                 |       |
| 111310   | 102 E Baraga    |        |                | 0              |                 |       |
| 111330   | 100 E Baraga    |        |                |                |                 |       |
| 111330   | 100 E Baraga    |        |                | 0              |                 |       |
| 111340   | 501 S Front     |        |                |                |                 |       |
| 111350   | 601 S Lakeshore |        |                | 60,600         |                 |       |
| 111371   | 327 S Lakeshore |        |                | 35,400         |                 |       |
| 111372   | 252 E Main      |        |                | 0              |                 |       |
| 111373   | 245 S Lakeshore |        |                | 0              |                 |       |
| 111380   | 321 S Front     |        |                | 35,200         |                 |       |
| 111400   | 317 S Front     |        |                | 27,900         |                 |       |
| 111410   | 315 S Front     |        |                | 0              |                 |       |
| 111420   | 311 S Front     |        |                | 26,400         |                 |       |
| 111430   | 309 S Front     |        |                | 245,600        |                 |       |
| 111450   | 111 E Baraga    |        |                | 0              |                 |       |
| 111460   | 117 E Baraga    |        |                | 0              |                 |       |
| 111470   | 210 S Lakeshore |        |                | 3,400          |                 |       |
| 111500   | 252 E Main      |        |                | 0              |                 |       |
| 111501   | 252 E Main      |        |                | 0              |                 |       |
| 111502   | 252 E Main      |        |                | 0              |                 |       |
| 111503   | 252 E Main      |        |                | 0              |                 |       |
| 111504   | 252 E Main      |        |                | 0              |                 |       |
| 111505   | 252 E Main      |        |                | 0              |                 |       |
| 111506   | 252 E Main      |        |                | 0              |                 |       |
| 111507   | 252 E Main      |        |                | 0              |                 |       |
| 111508   | 252 E Main      |        |                | 0              |                 |       |
| 111509   | 252 E Main      |        |                | 0              |                 |       |
| 111510   | 252 E Main      |        |                | 0              |                 |       |



| Parcel # | Address          | TIF 84 | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|------------------|--------|----------------|----------------|-----------------|-------|
| 111511   | 252 E Main       |        |                | 0              |                 |       |
| 111512   | 252 E Main       |        |                | 0              |                 |       |
| 111513   | 252 E Main       |        |                | 0              |                 |       |
| 111514   | 252 E Main       |        |                | 0              |                 |       |
| 111515   | 252 E Main       |        |                | 0              |                 |       |
| 111516   | 252 E Main       |        |                | 0              |                 |       |
| 111517   | 252 E Main       |        |                | 0              |                 |       |
| 111518   | 252 E Main       |        |                | 0              |                 |       |
| 111519   | 252 E Main       |        |                | 0              |                 |       |
| 111520   | 252 E Main       |        |                | 13,500         |                 |       |
| 111532   | 300 E Main       |        |                | 29,400         |                 |       |
| 111540   | 225 S Front      |        |                | 33,300         |                 |       |
| 111580   | 215 S Front      |        |                | 14,200         |                 |       |
| 111610   | 111 E Spring     |        |                | 36,900         |                 |       |
| 150171   | 145 W Ridge      |        |                |                |                 |       |
| 150180   | 224 N Third      |        |                |                |                 |       |
| 150200   | 216 N Third      |        |                |                |                 |       |
| 150210   | 214 N Third      |        | 18,200         |                |                 |       |
| 150250   | 217 N Front      |        |                |                |                 |       |
| 150270   | 122 W Bluff      |        | 28,750         |                |                 |       |
| 150300   | 201 N Front      |        | 67,500         |                |                 |       |
| 150310   | 213 N Front      |        |                |                |                 |       |
| 150320   | 230 N Front      |        |                | 30,600         |                 |       |
| 150350   | 210 N Front      |        |                | 118,300        |                 |       |
| 150360   | 200 Blaker       |        |                | 0              |                 |       |
| 150380   | 105 E Washington |        |                | 0              |                 |       |
| 150390   | 205 Lakeshore    |        |                | 0              |                 |       |
| 150400   | 205 Lakeshore    |        |                | 55,800         |                 |       |
| 150410   | 120 N Front      |        |                | 0              |                 |       |
| 150420   | 100 E Bluff      |        |                | 0              |                 |       |



| Parcel # | Address          | TIF 84  | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|------------------|---------|----------------|----------------|-----------------|-------|
| 150450   | 100 N Front      |         |                | 623,200        |                 |       |
| 150460   | 127 N Front      | 75,198  |                |                |                 |       |
| 150470   | 121 N Front      | 37,500  |                |                |                 |       |
| 150480   | 102 W Washington | 13,861  |                |                |                 |       |
| 150520   | 128 W Washington | 238,680 |                |                |                 |       |
| 150530   | 118 W Washington | 20,000  |                |                |                 |       |
| 150540   | 112 W Washington | 63,959  |                |                |                 |       |
| 150550   | 102 W Washington | 112,390 |                |                |                 |       |
| 150580   | 135 W Bluff      | 30,396  |                |                |                 |       |
| 150600   | 118 N Third      | 17,835  |                |                |                 |       |
| 150620   | 122 N Third      | 37,360  |                |                |                 |       |
| 150630   | 156 W Washington | 45,360  |                |                |                 |       |
| 150631   | 100 N Third      | 0       |                |                |                 |       |
| 150640   | 110 N Third      | 16,924  |                |                |                 |       |
| 150650   | 154 W Washington | 34,044  |                |                |                 |       |
| 150651   | 158 W Washington | 0       |                |                |                 |       |
| 150660   | 148 W Washington | 59,400  |                |                |                 |       |
| 150670   | 144 W Washington | 0       |                |                |                 |       |
| 150690   | 142 W Washington | 10,562  |                |                |                 |       |
| 150710   | 136 W Washington | 48,600  |                |                |                 |       |
| 150760   | 131 W Washington | 27,500  |                |                |                 |       |
| 150770   | 135 W Washington | 76,258  |                |                |                 |       |
| 150780   | 137 W Washington | 58,088  |                |                |                 |       |
| 150790   | 145 W Washington | 61,750  |                |                |                 |       |
| 150800   | 147 W Washington | 86,400  |                |                |                 |       |
| 150810   | 153 W Washington | 62,370  |                |                |                 |       |
| 150820   | 113 S Third      | 40,000  |                |                |                 |       |
| 150821   | 111 S Third      | 46,846  |                |                |                 |       |
| 150830   | 130 W Main       | 64,800  |                |                |                 |       |
| 150840   | 124 W Main       | 84,429  |                |                |                 |       |



| Parcel # | Address                  | TIF 84  | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|--------------------------|---------|----------------|----------------|-----------------|-------|
| 150850   | 101 W Washington         | 302,400 |                |                |                 |       |
| 150870   | 127,125,121 W Washington | 110,000 |                |                |                 |       |
| 150880   | 110 W Main               | 16,484  |                |                |                 |       |
| 150881   | 120 W Main               | 0       |                |                |                 |       |
| 150890   | 120 S Front              | 43,000  |                |                |                 |       |
| 150930   | 107 S Front              |         |                | 25,100         |                 |       |
| 150940   | 101 S Front              |         |                | 153,000        |                 |       |
| 150950   | 113 S Front              |         |                | 55,400         |                 |       |
| 150960   | 119 S Front              |         |                | 48,400         |                 |       |
| 150970   | 119 S Lakeshore          |         |                | 8,500          |                 |       |
| 150990   | 203 S Front              |         |                | 18,600         |                 |       |
| 151010   | 120 E Main               |         |                | 24,400         |                 |       |
| 151030   | 213 S Front              |         |                | 0              |                 |       |
| 151043   | 107 W Main               |         | 112,200        |                |                 |       |
| 151052   | 101 W Main               |         | 35,300         |                |                 |       |
| 151053   | 135 W Main               | 0       |                |                |                 |       |
| 160010   | 223 Blaker               |         |                | 0              |                 |       |
| 160030   | 112 E Ridge              |         |                |                |                 |       |
| 160040   | 203 Blaker               |         |                | 0              |                 |       |
| 170100   | 207 Lakeshore            |         |                | 47,000         |                 |       |
| 170101   | 211 Lakeshore            |         |                | 0              |                 |       |
| 170105   | 211 Lakeshore            |         |                | 0              |                 |       |
| 173070   | 270 N Lakeshore          |         |                | 35,700         |                 |       |
| 190010   | 202 W Washington         | 0       |                |                |                 |       |
| 190020   | 220 W Washington         | 327,092 |                |                |                 |       |
| 190030   | 228 W Washington         | 158,150 |                |                |                 |       |
| 190180   | 310 W Washington         |         | 72,600         |                |                 |       |
| 190210   | 338 W Washington         |         | 98,400         |                |                 |       |
| 190230   | 340 W Washington         |         | 17,300         |                |                 |       |
| 190240   | 344 W Washington         |         | 54,900         |                |                 |       |



| Parcel # | Address          | TIF 84  | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|------------------|---------|----------------|----------------|-----------------|-------|
| 190390   | 500 W Washington |         | 45,000         |                |                 |       |
| 190420   | 502 W Washington |         | 160,600        |                |                 |       |
| 190480   | 510 W Washington |         | 28,900         |                |                 |       |
| 200020   | 201 W Washington | 48,665  |                |                |                 |       |
| 200040   | 215 W Washington | 27,820  |                |                |                 |       |
| 200050   | 219 W Washington | 10,811  |                |                |                 |       |
| 200060   | 221 W Washington | 0       |                |                |                 |       |
| 200070   | 223 W Washington | 18,360  |                |                |                 |       |
| 200080   | 225 W Washington | 3,175   |                |                |                 |       |
| 200090   | 227 W Washington | 18,720  |                |                |                 |       |
| 200100   | 229 W Washington | 14,040  |                |                |                 |       |
| 200110   | 231 W Washington | 22,952  |                |                |                 |       |
| 200130   | 239 W Washington | 35,000  |                |                |                 |       |
| 200140   | 249 W Washington | 224,263 |                |                |                 |       |
| 200141   | 103 S Fourth     | 0       |                |                |                 |       |
| 210030   | 412 W Washington |         | 1,071,000      |                |                 |       |
| 220015   | 301 W Washington |         | 48,505         |                |                 |       |
| 220030   | 313 W Washington |         | 25,300         |                |                 |       |
| 220031   | 309 W Washington |         | 5,600          |                |                 |       |
| 220040   | 317 W Washington |         | 13,400         |                |                 |       |
| 220050   | 315 W Washington |         | 21,900         |                |                 |       |
| 220060   | 321 W Washington |         | 8,000          |                |                 |       |
| 220070   | 323 W Washington |         | 13,200         |                |                 |       |
| 220080   | 327 W Washington |         | 19,550         |                |                 |       |
| 220090   | 329 W Washington |         | 40,800         |                |                 |       |
| 220100   | 335 W Washington |         | 58,600         |                |                 |       |
| 220110   | 347 W Washington |         | 14,900         |                |                 |       |
| 220120   | 351 W Washington |         | 28,627         |                |                 |       |
| 220130   | 401 W Washington |         | 74,300         |                |                 |       |
| 220150   | 419 W Washington |         | 34,600         |                |                 |       |



| Parcel # | Address              | TIF 84 | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|----------------------|--------|----------------|----------------|-----------------|-------|
| 220160   | 423 W Washington     |        | 41,000         |                |                 |       |
| 220170   | 429 W Washington     |        | 24,200         |                |                 |       |
| 220180   | 427 W Washington     |        | 3,600          |                |                 |       |
| 220190   | 431 W Washington     |        | 10,900         |                |                 |       |
| 220200   | 439 W Washington     |        | 6,100          |                |                 |       |
| 220210   | 443 W Washington     |        | 13,500         |                |                 |       |
| 220220   | 447 W Washington     |        | 26,100         |                |                 |       |
| 220230   | 501 W Washington     |        | 80,200         |                |                 |       |
| 220260   | 509 W Washington     |        | 26,700         |                |                 |       |
| 220270   | 513 W Washington     |        | 5,700          |                |                 |       |
| 220280   | 517 W Washington     |        | 34,900         |                |                 |       |
| 220290   | 519 W Washington     |        | 19,700         |                |                 |       |
| 220300   | 521 W Washington     |        | 24,200         |                |                 |       |
| 220310   | 533 W Washington     |        | 47,700         |                |                 |       |
| 220320   | 537 W Washington     |        | 22,900         |                |                 |       |
| 220340   | 547 W Washington     |        | 0              |                |                 |       |
| 510581   | 101 N Lakeshore      |        |                | 0              |                 |       |
| 1090010  | 205 N Lakeshore 1A   |        |                | 0              |                 |       |
| 1090020  | 205 N Lakeshore 1A R |        |                | 0              |                 |       |
| 1090030  | 205 N Lakeshore 1B   |        |                | 0              |                 |       |
| 1090040  | 205 N Lakeshore 1C   |        |                | 0              |                 |       |
| 1090050  | 205 N Lakeshore 2A   |        |                | 0              |                 |       |
| 1090060  | 205 N Lakeshore 2B   |        |                | 0              |                 |       |
| 150171   | 145 W RIDGE ST       |        |                |                | 101,770         |       |
| 150200   | 216 N THIRD ST       |        |                |                | 69,932          |       |
| 180300   | 600 N THIRD ST       |        |                |                | 287,072         |       |
| 180310   | 610 N THIRD ST       |        |                |                | 47,626          |       |
| 180330   | 622 N THIRD ST       |        |                |                | 388,131         |       |
| 180370   | 629 N THIRD ST       |        |                |                | 91,094          |       |
| 180380   | 621 N THIRD ST       |        |                |                | 170,349         |       |



| Parcel # | Address        | TIF 84 | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|----------------|--------|----------------|----------------|-----------------|-------|
| 180390   | 617 N THIRD ST |        |                |                | 190,389         |       |
| 180400   | 611 N THIRD ST |        |                |                | 400,155         |       |
| 180410   | 607 N THIRD ST |        |                |                | 116,917         |       |
| 180430   | 603 N THIRD ST |        |                |                | 211,735         |       |
| 180480   | 523 N THIRD ST |        |                |                | 227,802         |       |
| 180490   | 521 N THIRD ST |        |                |                | 54,898          |       |
| 180510   | 517 N THIRD ST |        |                |                | 218,048         |       |
| 180520   | 501 N THIRD ST |        |                |                | 114,123         |       |
| 180522   | 503 N THIRD ST |        |                |                | 79,069          |       |
| 180523   | 505 N THIRD ST |        |                |                | 50,190          |       |
| 180750   | 500 N THIRD ST |        |                |                | 361,200         |       |
| 180760   | 514 N THIRD ST |        |                |                | 146,989         |       |
| 180790   | 526 N THIRD ST |        |                |                | 263,637         |       |
| 181330   | 410 N THIRD ST |        |                |                | 352,511         |       |
| 181350   | 420 N THIRD ST |        |                |                | 40,425          |       |
| 181380   | 424 N THIRD ST |        |                |                | 339,745         |       |
| 181390   | 429 N THIRD ST |        |                |                | 170,810         |       |
| 181420   | 415 N THIRD ST |        |                |                | 106,272         |       |
| 181430   | 411 N THIRD ST |        |                |                | 92,153          |       |
| 181440   | 407 N THIRD ST |        |                |                | 90,329          |       |
| 181450   | 401 N THIRD ST |        |                |                | 156,003         |       |
| 330210   | 726 N THIRD ST |        |                |                | 107,913         |       |
| 330230   | 714 N THIRD ST |        |                |                | 180,915         |       |
| 330231   | 724 N THIRD ST |        |                |                | 92,086          |       |
| 330340   | 710 N THIRD ST |        |                |                | 111,663         |       |
| 330370   | 711 N THIRD ST |        |                |                | 53,850          |       |
| 330380   | 701 N THIRD ST |        |                |                | 181,780         |       |
| 330420   | 717 N THIRD ST |        |                |                | 86,940          |       |
| 330441   | 727 N THIRD ST |        |                |                | 53,364          |       |
| 330490   | 803 N THIRD ST |        |                |                | 163,177         |       |



| Parcel # | Address         | TIF 84 | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total |
|----------|-----------------|--------|----------------|----------------|-----------------|-------|
| 330530   | 827 N THIRD ST  |        |                |                | 292,060         |       |
| 330550   | 901 N THIRD ST  |        |                |                | 105,710         |       |
| 330600   | 907 N THIRD ST  |        |                |                | 107,093         |       |
| 330630   | 927 N THIRD ST  |        |                |                | 242,426         |       |
| 330640   | 1001 N THIRD ST |        |                |                | 89,993          |       |
| 330650   | 1007 N THIRD ST |        |                |                | 142,135         |       |
| 330660   | 1015 N THIRD ST |        |                |                | 289,465         |       |
| 340010   | 1025 N THIRD ST |        |                |                | 336,491         |       |
| 340030   | 1031 N THIRD ST |        |                |                | 162,399         |       |
| 340051   | 1101 N THIRD ST |        |                |                | 340,207         |       |
| 340070   | 1109 N THIRD ST |        |                |                | 80,199          |       |
| 340100   | 1123 N THIRD ST |        |                |                | 97,900          |       |
| 340110   | 1127 N THIRD ST |        |                |                | 172,400         |       |
| 340150   | 1209 N THIRD ST |        |                |                | 138,184         |       |
| 350270   | 828 N THIRD ST  |        |                |                | 14,408          |       |
| 350280   | 824 N THIRD ST  |        |                |                | 71,439          |       |
| 350290   | 816 N THIRD ST  |        |                |                | 92,644          |       |
| 350300   | 800 N THIRD ST  |        |                |                | 307,224         |       |
| 350301   | 810 N THIRD ST  |        |                |                | 136,990         |       |
| 350631   | 900 N THIRD ST  |        |                |                | 80,717          |       |
| 350640   | 908 N THIRD ST  |        |                |                | 130,114         |       |
| 350650   | 910 N THIRD ST  |        |                |                | 63,953          |       |
| 350660   | 914 N THIRD ST  |        |                |                | 88,789          |       |
| 350680   | 926 N THIRD ST  |        |                |                | 279,990         |       |
| 351090   | 1000 N THIRD ST |        |                |                | 127,946         |       |
| 351110   | 1010 N THIRD ST |        |                |                | 132,319         |       |
| 351120   | 1012 N THIRD ST |        |                |                | 83,573          |       |
| 351130   | 1014 N THIRD ST |        |                |                | 62,434          |       |
| 400010   | 1018 N THIRD ST |        |                |                | 70,215          |       |
| 400040   | 1034 N THIRD ST |        |                |                | 209,475         |       |



| Parcel #                           | Address         | TIF 84    | TIF 92<br>West | TIF 92<br>East | TIF 23<br>Third | Total      |
|------------------------------------|-----------------|-----------|----------------|----------------|-----------------|------------|
| 400090                             | 1100 N THIRD ST |           |                |                | 103,189         |            |
| 400110                             | 1104 N THIRD ST |           |                |                | 67,987          |            |
| 400130                             | 1106 N THIRD ST |           |                |                | 268,194         |            |
| 400150                             | 1110 N THIRD ST |           |                |                | 32,970          |            |
| 400170                             | 1120 N THIRD ST |           |                |                | 22,890          |            |
| 400180                             | 1126 N THIRD ST |           |                |                | 22,155          |            |
| 400230                             | 1202 N THIRD ST |           |                |                | 29,715          |            |
| 400250                             | 1208 N THIRD ST |           |                |                | 42,735          |            |
| 400270                             | 1210 N THIRD ST |           |                |                | 29,715          |            |
| 400290                             | 1212 N THIRD ST |           |                |                | 199,080         |            |
| 400420                             | 1324 N THIRD ST |           |                |                | 319,519         |            |
| Total Real Property Base           |                 | 2,851,442 | 3,520,088      | 1,805,800      | 11,658,103      | 19,835,433 |
| Balancing Parcel Real Property     |                 | 376,933   | 96,100         | 318,900        | 0               | 791,933    |
| Total Real Property Base           |                 | 3,228,375 | 3,616,188      | 2,124,700      | 11,658,103      | 20,627,366 |
| Total Personal Property Base       |                 | 58,767    | 195,279        | 188,200        | 101,742         | 543,988    |
| Balancing Personal Property        |                 | 349,573   | 379,600        | 480,900        | 0               | 1,210,073  |
| Total Personal Property Base Value |                 | 408,340   | 574,879        | 669,100        | 101,742         | 1,754,061  |
| Total Base Real & Personal Value   |                 | 3,636,715 | 4,191,067      | 2,793,800      | 11,759,845      | 22,381,427 |

### TIF 24 Personal Property Parcels

| Address        | Parcel Number | 2023 Value |
|----------------|---------------|------------|
| 150 W RIDGE ST | 9630041       | 0          |
| 150 W RIDGE ST | 9661098       | 0          |
| 150 W RIDGE ST | 9671402       | 0          |
| 216 N THIRD ST | 9671740       | 0          |
| 401 N THIRD ST | 9671914       | 0          |
| 410 N THIRD ST | 9641275       | 0          |
| 415 N THIRD ST | 9671252       | 0          |
| 429 N THIRD ST | 9660649       | 0          |
| 500 N THIRD ST | 9660320       | 0          |
| 501 N THIRD ST | 9670885       | 0          |
| 503 N THIRD ST | 9671860       | 8,000      |



| Address        | Parcel Number | 2023 Value |
|----------------|---------------|------------|
| 505 N THIRD ST | 9672060       | 5,000      |
| 514 N THIRD ST | 9640297       | 0          |
| 517 N THIRD ST | 9671847       | 0          |
| 521 N THIRD ST | 9670505       | 0          |
| 526 N THIRD ST | 9630593       | 0          |
| 600 N THIRD ST | 9671857       | 0          |
| 603 N THIRD ST | 9670766       | 0          |
| 603 N THIRD ST | 9672025       | 0          |
| 607 N THIRD ST | 9670024       | 0          |
| 607 N THIRD ST | 9672131       | 0          |
| 610 N THIRD ST | 9672176       | 0          |
| 611 N THIRD ST | 9671418       | 0          |
| 617 N THIRD ST | 9650305       | 0          |
| 621 N THIRD ST | 9671943       | 0          |
| 621 N THIRD ST | 9671943       | 0          |
| 622 N THIRD ST | 9670325       | 0          |
| 629 N THIRD ST | 9650085       | 0          |
| 701 N THIRD ST | 9671021       | 5,000      |
| 711 N THIRD ST | 9630675       | 0          |
| 714 N THIRD ST | 9650490       | 0          |
| 714 N THIRD ST | 9671763       | 0          |
| 717 N THIRD ST | 9671919       | 0          |
| 724 N THIRD ST | 9640685       | 0          |
| 726 N THIRD ST | 9660648       | 0          |
| 727 N THIRD ST | 9640115       | 28,742     |
| 803 N THIRD ST | 9671733       | 0          |
| 810 N THIRD ST | 9672059       | 0          |
| 813 N THIRD ST | 9671920       | 0          |
| 816 N THIRD ST | 9670990       | 0          |
| 824 N THIRD ST | 9651340       | 0          |
| 827 N THIRD ST | 9650595       | 0          |
| 828 N THIRD ST | 9640257       | 0          |
| 900 N THIRD ST | 9670203       | 0          |
| 901 N THIRD ST | 9640175       | 0          |
| 907 N THIRD ST | 9672177       | 0          |
| 908 N THIRD ST | 9670341       | 0          |



| Address         | Parcel Number | 2023 Value     |
|-----------------|---------------|----------------|
| 910 N THIRD ST  | 9650123       | 0              |
| 914 N THIRD ST  | 9650610       | 15,000         |
| 926 N THIRD ST  | 9670270       | 0              |
| 927 N THIRD ST  | 9660899       | 0              |
| 1000 N THIRD ST | 9660725       | 0              |
| 1001 N THIRD ST | 9660995       | 8,000          |
| 1007 N THIRD ST | 9671206       | 0              |
| 1007 N THIRD ST | 9651040       | 0              |
| 1010 N THIRD ST | 9650120       | 0              |
| 1012 N THIRD ST | 9660922       | 0              |
| 1014 N THIRD ST | 9672023       | 5,000          |
| 1015 N THIRD ST | 9671204       | 5,000          |
| 1015 N THIRD ST | 9671205       | 7,000          |
| 1015 N THIRD ST | 9630591       | 0              |
| 1015 N THIRD ST | 9650415       | 0              |
| 1015 N THIRD ST | 9671867       | 0              |
| 1015 N THIRD ST | 9671979       | 0              |
| 1015 N THIRD ST | 9672178       | 0              |
| 1025 N THIRD ST | 9670992       | 0              |
| 1029 N THIRD ST | 9670567       | 0              |
| 1031 N THIRD ST | 9671601       | 0              |
| 1034 N THIRD ST | 9672179       | 0              |
| 1034 N THIRD ST | 9672180       | 0              |
| 1034 N THIRD ST | 9672181       | 0              |
| 1100 N THIRD ST | 9660140       | 0              |
| 1100 N THIRD ST | 9671719       | 15,000         |
| 1106 N THIRD ST | 9630652       | 0              |
| 1123 N THIRD ST | 9660661       | 0              |
| 1123 N THIRD ST | 9671835       | 0              |
| 1208 N THIRD ST | 9672132       | 0              |
| 1209 N THIRD ST | 9671977       | 0              |
| 1212 N THIRD ST | 9641270       | 0              |
| <b>TOTAL</b>    |               | <b>101,742</b> |



## EXHIBIT D - TAX CAPTURE ESTIMATES

|                 | PROJECTED TIF |              |              |              | TOTAL        |
|-----------------|---------------|--------------|--------------|--------------|--------------|
|                 | TIF 84        | TIF 92 West  | TIF 92 East  | Third Street |              |
| Millage Rate>   | 29.3948       | 21.8115      | 29.3948      | 29.3948      |              |
| MR w/o Library> | 27.5418       | 19.9585      | 27.5418      | 27.5418      |              |
| 2024            | \$241,479     | \$234,313    | \$524,386    | \$0          | \$1,000,178  |
| 2025            | \$249,470     | \$241,597    | \$538,528    | \$7,951      | \$1,037,545  |
| 2026            | \$272,058     | \$249,049    | \$553,007    | \$16,086     | \$1,090,199  |
| 2027            | \$289,843     | \$256,675    | \$567,829    | \$24,409     | \$1,138,756  |
| 2028            | \$298,769     | \$264,478    | \$583,003    | \$32,926     | \$1,179,176  |
| 2029            | \$288,493     | \$249,124    | \$555,955    | \$39,016     | \$1,132,587  |
| 2030            | \$297,249     | \$256,597    | \$569,735    | \$47,370     | \$1,170,951  |
| 2031            | \$306,208     | \$264,243    | \$584,900    | \$55,919     | \$1,211,269  |
| 2032            | \$315,375     | \$272,067    | \$600,426    | \$64,666     | \$1,252,534  |
| 2033            | \$324,755     | \$280,073    | \$616,321    | \$73,615     | \$1,294,764  |
| 2034            | \$334,352     | \$288,265    | \$632,593    | \$82,773     | \$1,337,983  |
| 2035            | \$344,172     | \$296,647    | \$649,253    | \$92,142     | \$1,382,215  |
| 2036            | \$354,220     | \$305,224    | \$664,747    | \$101,730    | \$1,425,922  |
| 2037            | \$364,501     | \$314,001    | \$681,373    | \$111,539    | \$1,471,414  |
| 2038            | \$375,021     | \$322,981    | \$699,212    | \$121,576    | \$1,518,791  |
| 2039            | \$385,785     | \$332,170    | \$717,477    | \$131,846    | \$1,567,278  |
| 2040            | \$396,798     | \$341,445    | \$736,174    | \$142,355    | \$1,616,771  |
| 2041            | \$408,067     | \$351,052    | \$755,315    | \$153,107    | \$1,667,541  |
| 2042            | \$419,597     | \$360,894    | \$775,456    | \$164,109    | \$1,720,056  |
| 2043            | \$431,395     | \$373,168    | \$794,974    | \$175,365    | \$1,774,902  |
| 2044            | \$443,467     | \$384,230    | \$815,512    | \$186,883    | \$1,830,092  |
| 2045            | \$455,818     | \$394,819    | \$836,537    | \$198,669    | \$1,885,843  |
| 2046            | \$468,456     | \$405,653    | \$858,062    | \$210,727    | \$1,942,899  |
| 2047            | \$481,388     | \$416,739    | \$920,464    | \$223,066    | \$2,041,657  |
| 2048            | \$494,619     | \$428,082    | \$959,110    | \$235,690    | \$2,117,502  |
| 2049            | \$508,158     | \$439,689    | \$983,050    | \$248,608    | \$2,179,504  |
| 2050            | \$522,010     | \$451,564    | \$1,036,094  | \$261,825    | \$2,271,493  |
| 2051            | \$536,184     | \$463,715    | \$1,074,760  | \$275,349    | \$2,350,009  |
| 2052            | \$550,687     | \$476,148    | \$1,101,053  | \$289,187    | \$2,417,075  |
| 2053            | \$565,526     | \$488,870    | \$1,127,956  | \$303,346    | \$2,485,697  |
| 2054            | \$580,710     | \$501,886    | \$1,155,483  | \$317,833    | \$2,555,912  |
| TOTAL           | \$12,304,630  | \$10,705,460 | \$23,668,743 | \$4,389,683  | \$51,068,516 |

### Notes:

- 2024 millage rates used
- The County is opted out of TIF 92 West
- Assumes the Library does not opt in after they are automatically opted out after 2028
- Accounts for existing brownfield capture
- This shows real property tax collections only; in 2025, the DDA is projected to collect \$51,210 in personal property tax
- Italics indicates projections



## EXHIBIT E - Impact on Taxing Authorities

### Projected TIF Collected by DDA Broken Down by Taxing

| millage rate> | City<br>17.9057 | County<br>7.5833 | DDA<br>1.8558 | Iron Ore H.A.<br>0.1970 | Library<br>1.853 | TOTAL<br>29.3948 |
|---------------|-----------------|------------------|---------------|-------------------------|------------------|------------------|
| 2024          | \$658,878       | \$197,579        | \$68,288      | \$7,249                 | \$68,185         | \$1,000,178      |
| 2025          | \$683,182       | \$205,340        | \$70,807      | \$7,516                 | \$70,700         | \$1,037,545      |
| 2026          | \$716,834       | \$217,001        | \$74,295      | \$7,887                 | \$74,183         | \$1,090,199      |
| 2027          | \$748,027       | \$227,560        | \$77,528      | \$8,230                 | \$77,411         | \$1,138,756      |
| 2028          | \$774,301       | \$235,975        | \$80,251      | \$8,519                 | \$80,130         | \$1,179,176      |
| 2029          | \$797,865       | \$243,251        | \$82,693      | \$8,778                 | 0                | \$1,132,587      |
| 2030          | \$824,652       | \$251,756        | \$85,469      | \$9,073                 | 0                | \$1,170,951      |
| 2031          | \$852,753       | \$260,752        | \$88,382      | \$9,382                 | 0                | \$1,211,269      |
| 2032          | \$881,513       | \$269,960        | \$91,363      | \$9,698                 | 0                | \$1,252,534      |
| 2033          | \$910,946       | \$279,383        | \$94,413      | \$10,022                | 0                | \$1,294,764      |
| 2034          | \$941,067       | \$289,027        | \$97,535      | \$10,354                | 0                | \$1,337,983      |
| 2035          | \$971,894       | \$298,898        | \$100,730     | \$10,693                | 0                | \$1,382,215      |
| 2036          | \$1,002,428     | \$308,570        | \$103,895     | \$11,029                | 0                | \$1,425,922      |
| 2037          | \$1,034,172     | \$318,680        | \$107,185     | \$11,378                | 0                | \$1,471,414      |
| 2038          | \$1,067,191     | \$329,252        | \$110,607     | \$11,741                | 0                | \$1,518,791      |
| 2039          | \$1,100,983     | \$340,072        | \$114,109     | \$12,113                | 0                | \$1,567,278      |
| 2040          | \$1,135,452     | \$351,146        | \$117,682     | \$12,492                | 0                | \$1,616,771      |
| 2041          | \$1,170,832     | \$362,479        | \$121,348     | \$12,882                | 0                | \$1,667,541      |
| 2042          | \$1,207,404     | \$374,229        | \$125,139     | \$13,284                | 0                | \$1,720,056      |
| 2043          | \$1,246,093     | \$385,950        | \$129,149     | \$13,710                | 0                | \$1,774,902      |
| 2044          | \$1,284,706     | \$398,100        | \$133,151     | \$14,134                | 0                | \$1,830,092      |
| 2045          | \$1,323,567     | \$410,535        | \$137,178     | \$14,562                | 0                | \$1,885,843      |
| 2046          | \$1,363,337     | \$423,262        | \$141,300     | \$15,000                | 0                | \$1,942,899      |
| 2047          | \$1,430,281     | \$447,401        | \$148,239     | \$15,736                | 0                | \$2,041,657      |
| 2048          | \$1,482,392     | \$465,161        | \$153,639     | \$16,309                | 0                | \$2,117,502      |
| 2049          | \$1,525,568     | \$479,037        | \$158,114     | \$16,784                | 0                | \$2,179,504      |
| 2050          | \$1,588,307     | \$501,095        | \$164,617     | \$17,475                | 0                | \$2,271,493      |
| 2051          | \$1,642,353     | \$519,368        | \$170,218     | \$18,069                | 0                | \$2,350,009      |
| 2052          | \$1,689,026     | \$534,411        | \$175,056     | \$18,583                | 0                | \$2,417,075      |
| 2053          | \$1,736,782     | \$549,802        | \$180,005     | \$19,108                | 0                | \$2,485,697      |
| 2054          | \$1,785,645     | \$565,551        | \$185,070     | \$19,646                | 0                | \$2,555,912      |
| TOTAL         | \$35,578,433    | \$11,040,583     | \$3,687,455   | \$391,437               | \$370,609        | \$51,068,516     |

#### Notes:

- 2024 millage rates used
- The County is opted out of TIF 92 West
- Assumes the Library does not opt in after they are automatically opted out after 2028
- Accounts for existing brownfield capture
- This shows real property tax collections only; in 2025, the DDA is projected to collect \$51,210 in personal property tax
- Italics indicates projections

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

### **Consent Agenda**

#### **Shipwrecked Vending, LLC – Lease Agreement**

##### **BACKGROUND:**

Shipwrecked Vending, LLC has requested the City Commission consider leasing space located at 146 W. Washington Street, commonly known as the Phil Niemisto Pocket Park. The space within the stair tower will be used for the installation and operation of a vending machine unit.

Staff has worked with the Downtown Development Authority, City Attorney and Shipwrecked Vending, LLC to draft a standard lease agreement which provides for the terms and conditions of the request. The lease is a two-year term, from July 15, 2025 through July 14, 2027. The rental rate was set at \$500 per year, payment due by July 15, 2025, and by July 15 annually thereafter during the lease term.

The City Charter requires all lease agreements to have two reads. This item was originally introduced at the Commission's regular meeting of June 30.

##### **FISCAL EFFECT:**

The Downtown Development Authority will receive \$500 annually during the term of the lease agreement.

##### **RECOMMENDATION:**

Approve the lease agreement with Shipwrecked Vending, LLC for leased space located at 146 W. Washington Street, and authorize the Mayor and Clerk to sign the agreement.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

###### Description

- ▣ Shipwrecked Vending, LLC - Lease Agreement
- ▣ City Certificate of Insurance
- ▣ MDDA Certificate of Insurance

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and **THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY (MDDA)**, an authority of the City of Marquette, located at 337 W. Washington Street, Marquette, Michigan 49855, hereinafter referred to as "LESSOR," and **SHIPWRECKED VENDING, LLC**, a Michigan limited liability company, with a mailing address 828 W. Bluff Street, Marquette, Michigan 49855, hereinafter referred to as "LESSEE."

### Recitals

- A. The City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, is the owner of real property located at 146 W. Washington Street in the City of Marquette, commonly known as the Phil Niemisto Pocket Park. The Lessor manages the stair tower located at said property.
- B. Lessee desires to lease, and Lessor is willing to lease, space within the stair tower for the installation and operation of a vending machine unit.

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**  
Lessor leases to Lessee a defined portion of space within the stair tower at Phil Niemisto Pocket Park, as shown in Exhibit "A," hereinafter referred to as "PREMISES."
- 2. Term of Lease**  
This lease shall run from July 15, 2025 through July 14, 2027.
- 3. Rent**  
Lessee shall pay Lessor an annual rental fee of \$500.00. Payment shall be made by July 15, 2025, and by July 15 annually thereafter during the lease term.
- 4. Use of Premises**
  - 4.1 Lessee shall use the premises solely for the installation and operation of a vending machine. The vending machine may dispense food, beverages, and other non-perishable, non-consumable items.
  - 4.2 Lessee shall not use the premises in a manner that:
    - a) Is hazardous to the public;
    - b) Violates any law or city ordinance;
    - c) Causes damage to premises;
    - d) Constitutes a nuisance; or
    - e) Restricts public access.
  - 4.3 Lessee agrees to meet with MDDA staff prior to installation to coordinate logistics and ensure compliance with site standards.

- 4.4 Lessee shall comply with all applicable rules and regulations of the State of Michigan Department of Health and Human Services and any other regulatory body governing the sale and distribution of food items.
- 5. Utilities and Access**  
The vending machine will require electricity. The MDDA will bear the cost of power provided. Any required utility access shall be coordinated with MDDA.
- 6. Maintenance and Repairs**  
Lessee is solely responsible for the maintenance, repairs, and cleanliness of the vending machine. All equipment must be kept in safe and operable condition.
- 7. Signage**  
Lessee may affix signage directly to the vending machine. Signage may not project beyond the sides of the vending machine. No additional signage or advertising may be displayed elsewhere on the premises or surrounding area.
- 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, Lessor, and the City of Marquette from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall not be less than One million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor and the City of Marquette shall be named as additional insured on all insurance policies required by this lease.
- 8.5 Lessee will indemnify and hold Lessor and the City of Marquette harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's or the City of Marquette's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.
- 9. Customer Service Contact**  
Lessee shall ensure that a clearly visible phone number is displayed on the vending machine for customers to report issues. This number must connect directly to someone authorized to handle issues on behalf of the LLC.
- 10. Non-exclusive Use and Public Access**  
Lessee acknowledges that the use of the premises is non-exclusive. The public retains access to the surrounding area, and Lessee's operations must not impede this access.

**11. Assignment / Subletting**

Lessee shall not assign or sublet the premises without prior written consent of the Lessor.

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

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

**13. Default by Lessee**

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

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

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

**14. Surrender of Leasehold Upon Termination of Lease**

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

**15. Option to Renew**

The Lessor and Lessee each have the right to terminate this agreement for any reason by providing written notice to the other at least 60 days prior to May 1 of each year of this agreement. Upon such notice of termination SHIPWRECKED VENDING, LLC, will immediately cease to use the Premises.

**16. Future Expansion**

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

**17. Miscellaneous**

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

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

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

- 17.4 Any modification of this agreement or additional obligations assumed by any party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 17.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 17.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 17.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

OWNER  
CITY OF MARQUETTE

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
Kyle Whitney, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

Approved as to Form:

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney

LESSOR  
MARQUETTE DOWNTOWN  
DEVELOPMENT AUTHORITY

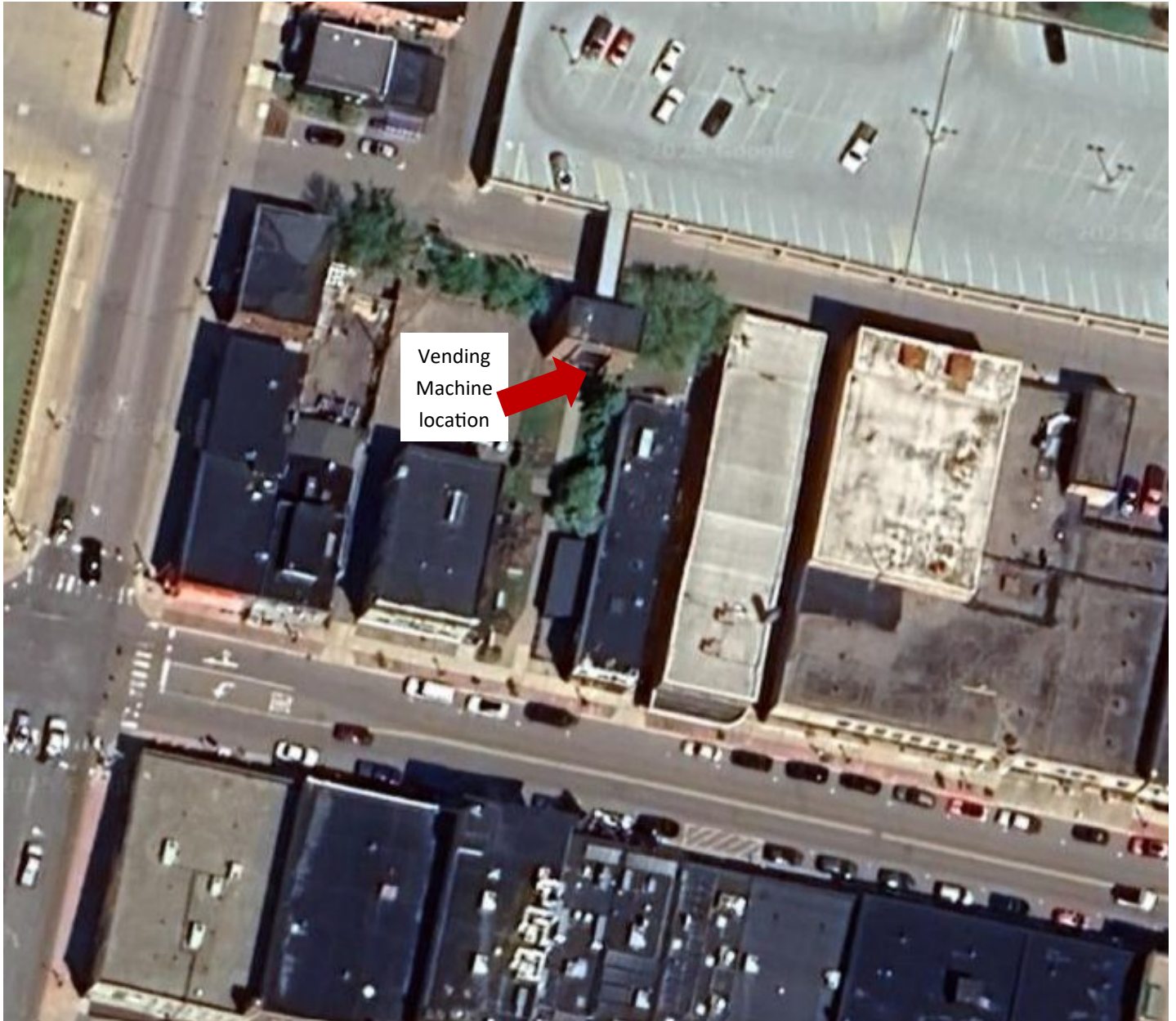
  
\_\_\_\_\_  
Ryan Stern, DDA Board Chairperson

LESSEE  
SHIPWRECKED VENDING, LLC

  
\_\_\_\_\_  
Emily Nobles

Its: \_\_\_\_\_

# Exhibit A





THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

June 20, 2025

City of Marquette  
300 W BARAGA AVE  
MARQUETTE MI 49855

## Account Information:

|                         |                          |
|-------------------------|--------------------------|
| Policy Holder Details : | Shipwrecked Vending, LLC |
|-------------------------|--------------------------|



## Contact Us

### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2025

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

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

|                                                                                                                       |                                                                       |                          |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>AP INTEGRO INSURANCE GROUP LLC/XPW<br>76251050<br>375 WOODCLIFF DRIVE STE 103<br>FAIRPORT NY 14450 | <b>CONTACT NAME:</b>                                                  |                          |
|                                                                                                                       | <b>PHONE</b> (888) 289-2939<br>(A/C, No, Ext):                        | <b>FAX</b><br>(A/C, No): |
|                                                                                                                       | <b>E-MAIL ADDRESS:</b>                                                |                          |
|                                                                                                                       | <b>INSURER(S) AFFORDING COVERAGE</b>                                  |                          |
|                                                                                                                       | <b>INSURER A:</b> Property and Casualty Insurance Company of Hartford |                          |
| <b>INSURED</b><br>SHIPWRECKED VENDING, LLC<br>828 W BLUFF ST APT 3<br>MARQUETTE MI 49855                              | <b>NAIC#</b> 34690                                                    |                          |
|                                                                                                                       | <b>INSURER B:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER C:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER D:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER E:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER F:</b>                                                     |                          |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                         | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | LIMITS                                    |             |
|----------|-----------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|--------------------------|-------------------------------------------|-------------|
| A        | COMMERCIAL GENERAL LIABILITY                                                                              | X         |          | 76 SBU BT7JZM | 07/01/2025              | 07/01/2026               | EACH OCCURRENCE                           | \$1,000,000 |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                     |           |          |               |                         |                          | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
|          | <input checked="" type="checkbox"/> General Liability                                                     |           |          |               |                         |                          | MED EXP (Any one person)                  | \$10,000    |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |           |          |               |                         |                          | PERSONAL & ADV INJURY                     | \$1,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                          | GENERAL AGGREGATE                         | \$2,000,000 |
|          | OTHER:                                                                                                    |           |          |               |                         |                          | PRODUCTS - COMP/OP AGG                    | \$2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                               |           |          |               |                         |                          | COMBINED SINGLE LIMIT (Ea accident)       |             |
|          | ANY AUTO                                                                                                  |           |          |               |                         |                          | BODILY INJURY (Per person)                |             |
|          | ALL OWNED AUTOS                                                                                           |           |          |               |                         |                          | BODILY INJURY (Per accident)              |             |
|          | HIRE AUTOS                                                                                                |           |          |               |                         |                          | PROPERTY DAMAGE (Per accident)            |             |
|          | SCHEDULED AUTOS                                                                                           |           |          |               |                         |                          |                                           |             |
|          | NON-OWNED AUTOS                                                                                           |           |          |               |                         |                          |                                           |             |
|          | <b>UMBRELLA LIAB EXCESS LIAB</b>                                                                          |           |          |               |                         |                          | EACH OCCURRENCE                           |             |
|          | OCCUR CLAIMS-MADE                                                                                         |           |          |               |                         |                          | AGGREGATE                                 |             |
|          | DED RETENTION \$                                                                                          |           |          |               |                         |                          |                                           |             |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                      |           |          |               |                         |                          | PER STATUTE                               | OTH-ER      |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               |           |          |               |                         |                          | E.L. EACH ACCIDENT                        |             |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |           |          |               |                         |                          | E.L. DISEASE - EA EMPLOYEE                |             |
|          |                                                                                                           |           |          |               |                         |                          | E.L. DISEASE - POLICY LIMIT               |             |
| A        | Employment Practices Liability Insurance                                                                  |           |          | 76 SBU BT7JZM | 07/01/2025              | 07/01/2026               | Each Claim Limit                          | \$25,000    |
|          |                                                                                                           |           |          |               |                         |                          | Annual Aggregate Limit                    | \$25,000    |

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

## 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

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

June 20, 2025

City of Marquette DDA  
377 West Washington Street  
Marquette MI 49855

## Account Information:

|                         |                          |
|-------------------------|--------------------------|
| Policy Holder Details : | Shipwrecked Vending, LLC |
|-------------------------|--------------------------|



## Contact Us

### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2025

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

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

|                                                                                                                       |                                                                       |                          |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>AP INTEGRO INSURANCE GROUP LLC/XPW<br>76251050<br>375 WOODCLIFF DRIVE STE 103<br>FAIRPORT NY 14450 | <b>CONTACT NAME:</b>                                                  |                          |
|                                                                                                                       | <b>PHONE</b> (888) 289-2939<br>(A/C, No, Ext):                        | <b>FAX</b><br>(A/C, No): |
|                                                                                                                       | <b>E-MAIL ADDRESS:</b>                                                |                          |
|                                                                                                                       | <b>INSURER(S) AFFORDING COVERAGE</b>                                  |                          |
|                                                                                                                       | <b>INSURER A:</b> Property and Casualty Insurance Company of Hartford |                          |
| <b>INSURED</b><br>SHIPWRECKED VENDING, LLC<br>828 W BLUFF ST APT 3<br>MARQUETTE MI 49855                              | <b>NAIC#</b> 34690                                                    |                          |
|                                                                                                                       | <b>INSURER B:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER C:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER D:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER E:</b>                                                     |                          |
|                                                                                                                       | <b>INSURER F:</b>                                                     |                          |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                         | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | LIMITS                                    |             |
|----------|-----------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|--------------------------|-------------------------------------------|-------------|
| A        | COMMERCIAL GENERAL LIABILITY                                                                              | X         |          | 76 SBU BT7JZM | 07/01/2025              | 07/01/2026               | EACH OCCURRENCE                           | \$1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |               |                         |                          | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
|          | <input checked="" type="checkbox"/> General Liability                                                     |           |          |               |                         |                          | MED EXP (Any one person)                  | \$10,000    |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |           |          |               |                         |                          | PERSONAL & ADV INJURY                     | \$1,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                          | GENERAL AGGREGATE                         | \$2,000,000 |
|          | OTHER:                                                                                                    |           |          |               |                         |                          | PRODUCTS - COMP/OP AGG                    | \$2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                               |           |          |               |                         |                          | COMBINED SINGLE LIMIT (Ea accident)       |             |
|          | ANY AUTO                                                                                                  |           |          |               |                         |                          | BODILY INJURY (Per person)                |             |
|          | ALL OWNED AUTOS                                                                                           |           |          |               |                         |                          | BODILY INJURY (Per accident)              |             |
|          | HIRED AUTOS                                                                                               |           |          |               |                         |                          | PROPERTY DAMAGE (Per accident)            |             |
|          | SCHEDULED AUTOS                                                                                           |           |          |               |                         |                          |                                           |             |
|          | NON-OWNED AUTOS                                                                                           |           |          |               |                         |                          |                                           |             |
|          | <b>UMBRELLA LIAB EXCESS LIAB</b>                                                                          |           |          |               |                         |                          | EACH OCCURRENCE                           |             |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE                                       |           |          |               |                         |                          | AGGREGATE                                 |             |
|          | DED <input type="checkbox"/> RETENTION \$                                                                 |           |          |               |                         |                          |                                           |             |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                      |           |          |               |                         |                          | PER STATUTE                               | OTH-ER      |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N       |          |               |                         |                          | E.L. EACH ACCIDENT                        |             |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    | N/A       |          |               |                         |                          | E.L. DISEASE - EA EMPLOYEE                |             |
|          |                                                                                                           |           |          |               |                         |                          | E.L. DISEASE - POLICY LIMIT               |             |
| A        | Employment Practices Liability Insurance                                                                  |           |          | 76 SBU BT7JZM | 07/01/2025              | 07/01/2026               | Each Claim Limit                          | \$25,000    |
|          |                                                                                                           |           |          |               |                         |                          | Annual Aggregate Limit                    | \$25,000    |

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

## CERTIFICATE HOLDER

City of Marquette DDA  
377 West Washington Street  
Marquette MI 49855

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 7/14/2025

### **New Business**

#### **Former Hospital Redevelopment Site - Traffic Study Contract Approval**

##### **BACKGROUND:**

The former Marquette Hospital demolition project was recently completed and planning for redevelopment of this area is in progress. In order to ensure that City infrastructure and roadway improvements best align with the redevelopment, it has been determined that an in depth traffic study is needed. The City obtained a quote from DLZ of Michigan to do this work. DLZ has previously completed a number of projects for the City which included a City wide traffic study, a traffic study of the new hospital site and surroundings, the Lundin Mine corridor evaluation and peer reviews of the City roundabout projects along Wright Street and Presque Isle Ave. Staff has recommended that we continue to use the same traffic engineering consultant due to their past experience with the City, access to previous work, and the quality of work that has been completed.

The Marquette Brownfield Redevelopment Authority approved this project for an allocation from the Revolving Loan Fund at their June meeting.

##### **FISCAL EFFECT:**

None. The expense for this project will be fully reimbursed by the Marquette Brownfield Redevelopment Authority Revolving Loan Fund.

##### **RECOMMENDATION:**

Approve a contract with DLZ Michigan, Inc at a cost not to exceed \$42,000 for the work shown in the attached proposal, authorize the City Manager to waive competitive bidding requirements and authorize the Mayor and Clerk to sign the contract.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Professional Services Contract DLZ
- ▣ DLZ Proposal
- ▣ DLZ Insurance

## PROFESSIONAL SERVICES CONTRACT

**THIS AGREEMENT**, made this \_\_\_\_\_ between the City of Marquette, hereinafter called the “City” and DLZ Michigan, Inc., a Michigan professional service corporation, hereinafter called “Consultant”.

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

### Article 1

#### **Project Name**

The name of the Project shall be City of Marquette Traffic Study, Former Hospital Redevelopment Site.

### 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 the Consultant’s proposal to the City of Marquette dated (attached as Exhibit A).

### Article 3

#### **Time of Completion**

The completion date of this project is December 19, 2025

### 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 \$42,000.

**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 \_\_\_\_\_, 20\_\_.

**OWNER**

CITY OF MARQUETTE, OWNER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, Clerk

**CONSULTANT**

DLZ Michigan, Inc.

Catherine K. Kilpela

M. H. Kilpela

\_\_\_\_\_  
Witness

By: MANOJ SETHI

Its: President

Address: 1425 Keystone Ave  
Lansing, MI 48911

Telephone #: 517 393 6800

APPROVED AS TO SUBSTANCE:

---

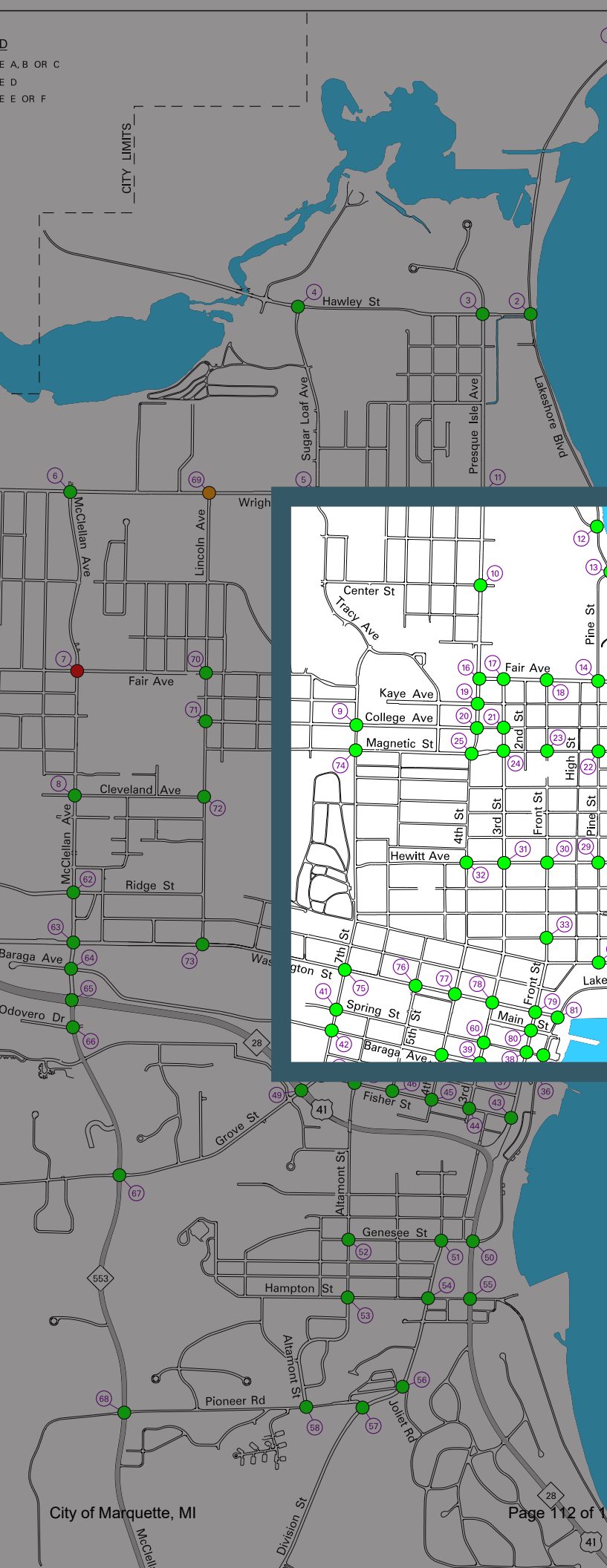
Karen M. Kovacs  
City Manager

APPROVED AS TO FORM:

---

Suzanne C. Larsen  
City Attorney

D  
E A, B OR C  
E D  
E E OR F



Proposal for  
**City of Marquette  
Traffic Study**  
Former Hospital Redevelopment  
City of Marquette, Michigan



March 31, 2025

March 28, 2025  
City of Marquette  
Mikael Kilpela, PE, City Engineer  
1100 Wright Street  
Marquette, Michigan 49855

**RE: CITY OF MARQUETTE TRAFFIC STUDY  
FORMER HOSPITAL REDEVELOPMENT**

Dear Mr. Kilpela,

DLZ Michigan, Inc. (DLZ) appreciates the opportunity to submit our proposal for the completion of a traffic study for the areas surrounding the former hospital redevelopment for the City of Marquette (City). We are proud of our previous work with the City and the resulting accomplishments and look forward to continuing to help the City grow and improve the transportation network for its residents. DLZ has been offering professional services and design expertise for over 100 years (since 1916 through acquisitions) that are unparalleled to other firms.

Transportation and Traffic Engineering is one of DLZ's primary services we provide to our clients, both in the staff-assistance with miscellaneous traffic and transportation engineering related services. Our philosophy is straightforward: provide the highest possible level of service to our clients by being responsive and dedicated to each project. DLZ is committed to providing quality work, completion within the desired schedule, and maintaining the overall project budget.

In 2017, we completed a city-wide traffic study for the City which accommodated the relocation of the hospital to its current location. We understand that the City is now considering redevelopment of the former Marquette General Hospital site with mixed residential and commercial buildings and would like to complete a traffic study which considers the traffic impacts of that redevelopment.

DLZ looks forward to working with you, sharing our experiences, and most importantly, listening to your concerns and goals to plan for the improvements to the former hospital site. We have provided a project team with significant experience and expertise with completing traffic studies with a very similar scope of services, who can perform all tasks effectively and efficiently. Most of the staff on the proposed team participated in the previous city-wide traffic study completed in 2017 and we look forward to continuing this important work.

We have reviewed your Request for Proposal, as well as your scope of services and other supporting documentation and understand the services required for this contract. We look forward to the opportunity to continue to build upon our relationship with the City of Marquette.

Sincerely,

**DLZ MICHIGAN, INC.**



**Manoj Sethi, PE** | President  
msethi@dlz.com | 517.908.4902  
1425 Keystone Ave | Lansing, MI 48911

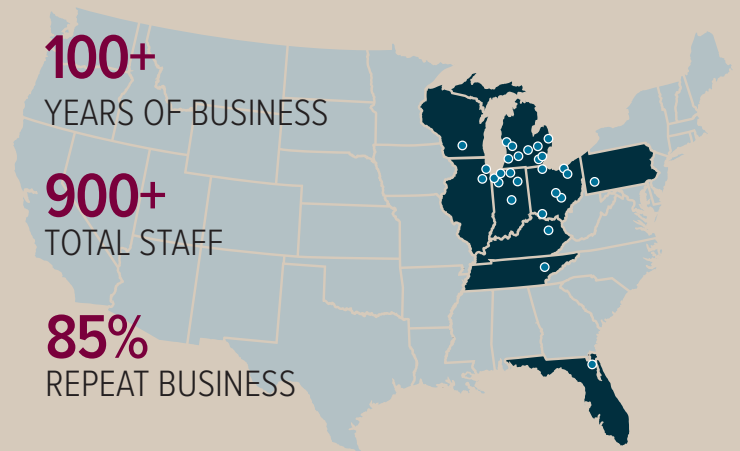


**Charles Fawcett, PE, PTOE** | Project Manager  
cfawcett@dlz.com | 773.864.4858  
8430 W Bryn Mawr Ave., Ste. 100 | Chicago, IL 60631

# Firm Contact Information

## OFFICE LOCATIONS

With over 900 employees in 30 offices, DLZ serves public and private entities across the nation. DLZ's collaborative approach to professional services allows us to build and lead successful project teams.



## DLZ MICHIGAN, INC OFFICE LOCATIONS

### Detroit

607 Shelby St. Ste. 650  
Detroit, MI 48226  
Phone: 313.961.4040

### Flint

3500 Flushing Rd. Ste. 261  
Flint, MI 48504  
Phone: 248.770.1403

### Grand Rapids

2851 Charlevoix Dr. S.E. Ste. 330  
Grand Rapids, MI 49546  
Phone: 616.320.5640

### Kalamazoo

Skyrise Business Center 535 S. Burdick St. Ste. 248  
Kalamazoo, MI 49007  
Phone: 269.553.0640

### Lansing

1425 Keystone Ave.  
Lansing, MI 48911  
Phone: 517.393.6800

### Melvindale

4041 Martel St.  
Melvindale, MI 48122  
Phone: 313.383.3216

### Muskegon

950 W. Norton Ave. Ste. 207  
Muskegon, MI 49441  
Phone: 231.780.3100

### Port Huron

2291 Water St. Ste. 6  
Port Huron, MI 48060  
Phone: 810.987.7820

### Saint Joseph

505 Pleasant St. Ste. 303  
Saint Joseph, MI 49085  
Phone: 269.281.0744

### Waterford

4494 Elizabeth Lake Rd.  
Waterford, MI 48328  
Phone: 248.681.7800

All of our DLZ Michigan offices may be reached by:  
Email: [msethi@dlz.com](mailto:msethi@dlz.com)

# Project Team



**Project Manager**  
Chuck Fawcett, PE, PTOE \*

**Quality Manager**  
David Hoeh, PE, PTOE

## **Traffic Data Collection**

Scot Slezak, PE\*  
DLZ Data Collection Field Crew

## **Traffic Engineering/Modeling**

Xin Tian, PhD\*  
Jennifer Jones, PE, RSP1

## **Conceptual Roadway Design**

Matthew Hamel, PE\*

## **Technician**

Roxanna Georgescu\*

\* Staff also worked on City-Wide Traffic Study

## **STAFF COMMITMENT**



DLZ has assembled a team that is knowledgeable and experienced in traffic data collection and traffic engineering. We are able to commit resources to this contract to meet the needs of the City of Marquette. **Project Manager, Charles Fawcett, PE, PTOE** prides himself on his responsiveness to his clients. Mr. Fawcett is supported by an experienced engineering staff who have been working together as a team for a decade and are ready to begin this work as soon as notice to proceed is received.

In order to ensure the highest customer service and meet the required schedule commitments, DLZ maintains computerized workload projections to monitor staffing needs for our existing clients. Based on current projects and future projections, we have the capacity to assign the necessary staff for data collection and traffic engineering services necessary for this contract.



## EDUCATION

B.S. Civil Engineering,  
University of Akron

## REGISTRATIONS

### Professional Engineer:

Michigan, #6201062105  
Illinois, #062-058424  
Indiana, #PE11800255  
Ohio, #PE.84998  
Wisconsin, #49369-6  
Tennessee, #130764

## Chuck Fawcett, PE, PTOE

### PROJECT MANAGER

Chuck has 25 years of experience in Civil and Transportation Engineering. His focus has been in Traffic Engineering and Analysis including Traffic Impact Studies, traffic data collection and traffic modeling and simulation. His work experience includes signal optimization studies, signal timing recommendations, signal warrant analysis, work zone mobility analyses, analysis for temporary traffic signals/construction staging, pedestrian signals, left turn phasing analysis, intersection geometry improvements, crash analyses, and traffic signal plans.

- » **City of Marquette, MI Engineering Services.** Lead Traffic Engineer. DLZ was chosen by the City of Marquette in the Upper Peninsula of Michigan to conduct various services that have included a City-Wide Traffic Study, Truck Route Study, a Traffic Impact Study for the relocation of Marquette General Hospital and Transportation Design Services for roadway improvements near the proposed Hospital site. Mr. Fawcett led the technical analyses for the City Wide Traffic Study which included traffic data collection and modeling of 80 intersections throughout the city. Mr. Fawcett evaluated and recommended improvements to intersection control including modified traffic control and improved signal coordination and operation. Mr. Fawcett evaluated traffic signal operations along the proposed truck route of the Truck Route study. He developed a traffic management plan (TMP) for the construction of the proposed improvements to accommodate the relocated Hospital. The TMP includes recommended temporary traffic signal operations and timing for each stage of construction.
- » **City of East Lansing, As-Needed Traffic Engineering Services.** Lead Traffic Engineer. Under this contract, DLZ conducted a Traffic Impact Study (TIS) Ordinance Supplement, TIS Reviews, and Road Diet Studies. Traffic studies were conducted to determine if it would be feasible to convert existing four-lane roads to three-lanes (i.e., "road diet"). Studies included intersection and corridor capacity analysis, crash data analysis, comparison of traffic volumes against commonly accepted thresholds for road diets and to similar three and four lane roads in the area, and evaluation of impacts to pedestrian crossings, pedestrian safety, and potential "cut through" traffic diversion into the adjacent neighborhood.
- » **Orchard Road and Aucutt Road Traffic Impact Study, Village of Montgomery, Illinois.** Project Manager. As a subconsultant to Engineering Enterprises, Inc. (EEI), DLZ is preparing a traffic impact study for the development of a 250-acre greenfield in the Village of Montgomery that will include retail, services, a hotel and manufacturing uses. The area is in a fast-growing region of Kane County near the intersection of Orchard Road and US 30 and will involve the extension of Aucutt Road through the proposed site. Mr. Fawcett is managing the completion of the study including traffic data collection, traffic forecasting, capacity analysis, and developing recommendations for roadway improvements to accommodate traffic forecasts.
- » **Southeast Michigan Council of Governments (SEMCOG) Traffic Data Collection 2023-2025, Southeast Michigan.** Project Manager. SEMCOG selected DLZ to complete a two-year program of traffic data collection throughout the region. DLZ collected 48-hour vehicle classification counts at approximately 900 locations.



## EDUCATION

B.S. Civil & Environmental Engineering, University of Michigan, 1999

## REGISTRATIONS

**Professional Engineer:**  
Michigan, #6201052780

## David Hoeh, PE

### QUALITY MANAGER

Mr. Hoeh has over 25 years of diverse experience in the transportation engineering industry. Prior to joining DLZ, David performed in various roles at MDOT including Roadway Design Engineer, Traffic Signals Engineer, Soils and Pavement Engineer, Project Manager, and most recently, Operations Engineer at the Mt. Pleasant TSC. David was an active member on several MDOT statewide committees and was awarded MDOT's highest honor, the Director's Award in 2010. At DLZ, Mr. Hoeh manages MDOT and Local Agency design projects of various complexities, such as the I-75BL Woodward Loop One-Way to Two-Way Conversion project in the City of Pontiac and the M-46 Corridor Study in the City of Saginaw, while also performing QA/QC for several other projects.

- » **US-10BR Reconstruction, Michigan Department of Transportation, Midland, Michigan.** Signal Operations & QA/QC Engineer. Design services include reconstruction design for the US-10 Business Route (BR)/M-20 through the City of Midland from M-20/Jerome Street to Washington Street. The project includes coordination with MDOT, City of Midland, Midland Area Transportation Study (MATS), and various stakeholders such as Momentum Midland, Midland Chamber of Commerce, and the Midland Downtown Development Authority (DDA). Key components of the project include installation of watermain, traffic calming, drainage design with green infrastructure, mobility analysis, and extensive utility coordination.
- » **US-41/M-28, Michigan Department of Transportation, Marquette and Marquette Township, Michigan.** QA/QC Engineer. Design of resurfacing of US-41/M-28 from Wright Street to McClellan Avenue and reconstruction of US-41/M-28 from Altamont Street to Front Street. The project includes resurfacing design, access management, indirect crossover design, driveway design, 3D modeling, ADA ramp design, MS4 design, HY-8 cross culvert design, storm sewer design, ditch design, multi-stage maintenance of traffic, Transportation Management Plan, temporary traffic signals, and permanent pavement markings and signing.
- » **M-46 Corridor Study, Saginaw, Michigan.** Project Manager. Comprehensive study of the M-46 corridor from Outer Drive in Buena Vista Township through the City of Saginaw to M-47 in Saginaw Township. This study identified short-, medium-, and long-term improvements that both enhance mobility for non-motorized and public transit users and maintain acceptable levels of service for vehicular operations along the corridor. Work included traffic data collection, capacity analysis, crash analysis, environmental review, roadway alternative development, and scoping level cost estimates.
- » **US-41, Michigan Department of Transportation, Houghton, Michigan.** Signal Operations & QA/QC Engineer. Design of reconstruction of US-41 from Isle Royale Street to MacInnes Avenue. Project included reconstruction design, adding a center turn lane, crossover design, driveway design, 3D modeling, ADA ramp design, MS4 design, HY-8 cross culvert design, storm sewer design, ditch design, multi-stage maintenance of traffic, Transportation Management Plan, temporary and permanent traffic signal design and operations, street lighting, and permanent pavement markings and signing.



## EDUCATION

B.S. Civil Engineering and  
Environmental Engineering,  
Marquette University, 2012

## REGISTRATIONS

**Professional Engineer:**  
Illinois, #062-068740

## Scot Slezak, PE

### DATA COLLECTION ENGINEER

Mr. Slezak, with over 12 years of experience, serves as Data Collection Engineer for Phase I and Data Collection projects. He currently schedules and supervises teams of field technicians for projects with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), the Indiana Toll Road, Indiana Department of Transportation (INDOT), Wisconsin Department of Transportation (WisDOT) and other agencies. In addition to data collection responsibilities, Mr. Slezak also has experience with site design, including ADA accommodations and parking lot layout, as well as traffic impact studies.

- » **Southeast Michigan Council of Governments (SEMCOG) Traffic Data Collection 2023-2025, Southeast Michigan.** Data Collection Engineer. SEMCOG selected DLZ to complete a two-year program of traffic data collection throughout the region. DLZ collected 48-hour vehicle classification counts at approximately 900 locations.
- » **City of Marquette, MI Engineering Services.** Data Collection Engineer. DLZ was chosen by the City of Marquette in the Upper Peninsula of Michigan to conduct various services that have included a City-Wide Traffic Study, a Truck Route Study, a Traffic Impact Study for the relocation of Marquette General Hospital and Transportation Design Services for roadway improvements near the proposed Hospital site.
- » **M-46 Corridor Study, Michigan Department of Transportation, Saginaw, Michigan.** Data Collection Engineer. The project included a corridor-wide data collection effort to obtain traffic volumes, traffic signal phasing and timings, an analysis of twelve key intersections and road segments, crash analysis to identify crash patterns or locations with high crash rates, evaluation of intersection and segment operational deficiencies, identification of access management conflicts, right-of-way constraints, traffic generators, available resources, non-motorized facilities and potential environmental impacts. Two main tasks of the study were to determine if the existing five-lane cross section through a former industrial area could be converted to three-lanes (i.e., "Road Diet") and if one-way pairs within two other portions of the corridor could be converted to two-way operation.
- » **Town of Winfield Master Traffic Plan, Winfield, Indiana.** Data Collection Engineer. DLZ was retained by the Town of Winfield (Town) to provide planning services to develop a long-range plan for accommodating expected traffic demand within this fast-growing municipality over the coming two decades. DLZ collected information and data on existing traffic demand and operations at more than 20 key intersections through town and developed a traffic model for the entire town using Synchro/SimTraffic analysis software. Based on expected future development and forecasting from NIRPC's regional Travel Demand Model, a future traffic model was built for the town identifying capital roadway improvements expected in the next 10- and 20-year time periods. Key locations with near-term needs were identified for more detailed study. Where the need for traffic control improvements were identified, traffic signal and roundabout control scenarios were analyzed and compared to determine the more appropriate control for recommendation. This included the development of conceptual layouts for each scenario to understand expected physical impacts at each location.
- » **OKI 2023 Traffic Counts, Ohio-Kentucky-Indiana Regional Council of Governments.** Data Collection Engineer. Coordinated the traffic data collection project which included 72-hour vehicle classification counts at 480 locations, 6-hour pedestrian and bicycle counts at 38 locations and vehicle occupancy data collection at 30 locations. This included analyzing the results and creating the reports.



## EDUCATION

Ph.D. Transportation Engineering,  
University of Illinois at Chicago (UIC),  
1999

M.S. Transportation Systems Analysis,  
Northern Jiaotong University, China,  
1990

B.S. Management Information  
Systems, Tsinghua University, China,  
1987

## Xin Tian, PhD

### TRAFFIC MODELER

Ms. Tian has more than 24 years of experience in transportation modeling and analysis. Ms. Tian has conducted transportation modeling projects for a variety of government agencies at the local and state levels. She is skilled in many simulation and analysis programs, including VISSIM, Synchro, HCS, RODEL, SIDRA, TransModeler, Dynameq, Voyager, Cube, TransCAD, EMME and Microstation.

- » **City of Marquette, Michigan Engineering Services, Marquette, Michigan.** Traffic Modeler. DLZ was chosen by the City of Marquette in the Upper Peninsula of Michigan to conduct various services that have included a City-Wide Traffic Study, a Truck Route Study, a Traffic Impact Study for the relocation of Marquette General Hospital and Transportation Design Services for roadway improvements near the proposed Hospital site. Ms. Tian was involved in most of the traffic studies, using Synchro software and Excel spreadsheet models.
- » **Marquette Hospital Road Design, Marquette, Michigan.** Traffic Modeler. The project consists of full reconstruction located on US-41 from about 1,000 feet east of M-553/McClellan Avenue to the Altmont Street Bridge over US-41 in the City of Marquette in Marquette County. The project replaced the existing signalized intersection of US-41 and 7th Street/Grove Avenue with a roundabout intersection and constructed a new roadway, the hospital access drive, between US-41 and Baraga Avenue with a new roundabout intersection at US-41. Ms. Tian was involved in construction staging traffic analysis, work zone safety, and mobility analysis using Synchro and Excel models.
- » **MDOT: Woodward Avenue One-way to Two-way Conversion, City of Pontiac, Oakland County, MI.** Traffic Modeler. Project work includes concrete reconstruction, intersection modifications, segment of widening and realignment, traffic signal replacement or modifications, sidewalks, non-motorized path, right-of-way acquisitions, drainage improvements, permanent signing and permanent pavement markings. Ms. Tian forecasted the detour traffic according to MOT plans and modeled the MOT traffic performance, major routes' travel times in the downtown area using Synchro/SimTraffic models.
- » **Town of Winfield Master Traffic Plan, Winfield, Indiana.** Senior Traffic Modeler. DLZ was retained by the Town of Winfield (Town) to provide planning services to develop a long-range plan for accommodating expected traffic demand within this fast-growing municipality over the coming two decades. DLZ collected information and data on existing traffic demand and operations at more than 20 key intersections through town and developed a traffic model for the entire town using Synchro/SimTraffic analysis software. Based on expected future development and forecasting from NIRPC's regional Travel Demand Model, a future traffic model was built for the town identifying capital roadway improvements expected in the next 10- and 20-year time periods. Key locations with near-term needs were identified for more detailed study. Where the need for traffic control improvements were identified, traffic signal and roundabout control scenarios were analyzed and compared to determine the more appropriate control for recommendation. This included the development of conceptual layouts for each scenario to understand expected physical impacts at each location. Ms. Tian developed the Synchro/SimTraffic models for the existing, 10-year interim year, and 20-year planning year analysis for the entire project.



## EDUCATION

B.S. Civil Engineering, Purdue University, 1994

## REGISTRATIONS

### Professional Engineer:

Illinois, #062-052065

Road Safety Professional 1: #273

## Jennifer Jones, PE, RSP1

### TRAFFIC ENGINEER

Ms. Jones has more than 15 years of Civil and Transportation Engineering experience. She has performed traffic engineering studies, transportation planning, roadway and traffic signal design. As a Transportation Engineer, Ms. Jones has been responsible for a range of Phase I and Phase II assignments.

Ms. Jones' traffic engineering work includes crash and safety analysis for all classification of roadway segments and intersections and traffic impact studies. She has optimized traffic signal systems and evaluated capacity improvements at signalized intersections as well as completed Speed Studies. Her design experience includes the preparation of Environmental Impact Studies as well as roadway plans, traffic signal installation and modernization plans and traffic signal system plans.

» **M-46 Corridor Study (M-47 to Outer Drive), Michigan DOT, Saginaw, Michigan.**

Traffic Engineer. The project included a corridor-wide data collection effort to obtain traffic volumes, traffic signal phasing and timings, an analysis of twelve key intersections and road segments, crash analysis to identify crash patterns or locations with high crash rates, evaluation of intersection and segment operational deficiencies, identification of access management conflicts, right-of-way constraints, traffic generators, available resources, non-motorized facilities and potential environmental impacts. Two main tasks of the study were to determine if the existing five-lane cross section through a former industrial area could be converted to three-lanes (i.e., "Road Diet") and if one-way pairs within two other portions of the corridor could be converted to two-way operation. Ms. Jones completed the crash analysis for this corridor study, recommending countermeasures where crash patterns exist.

» **Ypsilanti Transit Center Traffic Impact Study, Ypsilanti, Michigan.** Project Engineer. Traffic Impact Study for the improvement of the Ypsilanti Transit Center in Waverly, Ohio. The study analyzed the impact of the improved site on the adjacent roadway network. The ITE Trip Generation Manual was used to calculate predicted traffic for the expanded transit center. A growth rate was applied to existing traffic to develop future year background traffic. Completed a capacity analysis of the study area intersections using Synchro 11 for Open Year 2027 and Horizon Year 2045 Build and No-Build scenarios. A full summary report of the analysis, intersection control recommendations and geometric recommendations was then completed.

» **Orchard Road and Aucutt Road Extension Traffic Impact Study, Montgomery, Illinois.** Project Engineer. Traffic Impact Study for a 250-acre multi-use development north of US 30 and west of Orchard Road in Montgomery, Illinois. The multi-use development consists of Light Manufacturing and Commercial land uses. This study also considered the extension of Aucutt Road through the proposed development. The ITE Trip Generation Manual was used to calculate predicted traffic for the development. A growth rate was applied to existing traffic to develop future year background traffic and US 30 traffic was re-routed through the extended Aucutt Road. Completed a capacity analysis of the study area intersections using Synchro 11 for Existing, Open Year 2030 and Horizon Years 2040 and 2050 Build and No-Build scenarios. A full summary report of the analysis, intersection control recommendations and geometric recommendations was then completed.



## EDUCATION

B.S. Civil Engineering, , Michigan Technological University, 2004

## REGISTRATIONS

### Professional Engineer:

Michigan, 2009, #6201056625  
Wisconsin, 2010, #41207-006  
Illinois, 2015, #062-067657

## Matthew Hamel, PE

### SENIOR ROADWAY ENGINEER

As a Project Manager/Highway Engineer, Mr. Hamel manages and leads the development of transportation facilities. He is involved in all aspects of design including 3R and 4R roadway, freeway, and intersection geometrics, roundabout geometrics, Civil3D, OpenRoads, Geopak, storm sewer, culverts, ditches, retention and detention ponds, driveways, guardrail, ADA ramps, detail grades, permanent signing and pavement markings, traffic signals, multi-stage maintaining traffic, utility coordination, quantity calculations, and cost estimates. He is also involved in all aspects of plan development including ROW plans. Mr. Hamel has previous highway inspection and survey experience as an intern on MDOT and WisDOT projects.

- » **Traffic Engineering Services, City-Wide Traffic Study, Marquette, Michigan.** Project Engineer. DLZ provided traffic engineering services to the City of Marquette for a variety of efforts. DLZ completed a City-Wide Traffic Study in 2014 that reviewed current and forecasted traffic operations at over 80 intersections and 20 corridors within the City of Marquette. The study resulted in recommendations for improving existing traffic operations and prioritizing projects for meeting expected future demands. DLZ also conducted a truck route study that examined traffic, safety, and infrastructure impacts of an expected increase in truck traffic associated with new mining operations. DLZ also conducted a study on behalf of the City of Marquette to review the planned relocation of Marquette General Hospital. This work consisted of coordination with the MDOT for modified access to the main State Route through the City of Marquette and reviewed several alternatives including multiple roundabouts for providing access to and from the proposed hospital site.
- » **Marquette Hospital Transportation Improvements, Marquette, Michigan.** Project Engineer. Design of two roundabouts along US-41 and one roundabout along Baraga Avenue to provide for access for a new Hospital in Marquette, Michigan. Project includes roundabout design, Geopak modeling, ADA ramp design, HY-8 cross culvert design, Geopak storm sewer design, ditch design, HEC-RAS modeling of the Whetstone Brook including a flood control pond, multi-stage maintenance of traffic, temporary traffic signals, street lighting, and permanent pavement markings and signing.
- » **US-41/M-28, Michigan Department of Transportation, Marquette and Marquette Township, Michigan, Illinois.** Project Engineer. Design of resurfacing of US-41/M-28 from Wright Street to McClellan Avenue and reconstruction of US-41/M-28 from Altamont Street to Front Street. The project includes resurfacing design, access management, indirect crossover design, driveway design, Geopak modeling, ADA ramp design, MS4 design, HY-8 cross culvert design, Geopak storm sewer design, ditch design, multi-stage maintenance of traffic, Transportation Management Plan, temporary traffic signals, and permanent pavement markings and signing.
- » **US-41/M-28 at CR 492 and Brickyard Rd Roundabout Design, Michigan Department of Transportation, Marquette Township, Michigan.** Project Engineer. Design of two roundabouts along US-41/M-28 at Brickyard Road and CR 492. The project includes roundabout design, Geopak modeling, ADA ramp design, HY-8 cross culvert design, Geopak storm sewer design, ditch design, multi-stage maintenance of traffic, Transportation Management Plan, temporary traffic signals, street lighting, and permanent pavement markings and signing.

# Scope of Services

The City of Marquette is requesting proposals to perform a traffic study for the area surrounding the former Marquette General Hospital Site. The redevelopment of the 16-acre site is expected to include mixed residential and commercial units. Additionally, the City is considering the reconfiguration of a portion of the roadway network including the following:

- » Extension of Kaye Avenue to Fair Avenue and the construction of a roundabout at the Kaye Ave/Seventh St intersection.
- » Abandonment of College Ave between Seventh St and Hebard Ct.

The scope of services will include the following:

## Task 1: Existing Traffic Volumes

Current traffic data is typically collected for a study of this type. However, the study area is adjacent to Northern Michigan University (NMU) which will be in summer session during this study. Data collected after the end of the Winter Semester (May 3, 2025) may not be representative of typical traffic patterns in this area.

We are proposing to utilize the data and analysis that was conducted in the 2017 City-Wide Traffic Study as the basis for this study. That data was collected while NMU was in session in October 2013. A snapshot of where data was collected at intersections and segments within the study area is shown to the right.

This data was collected while College Avenue was open to traffic. It is our understanding that this roadway is currently closed due to the ongoing demolition of the old hospital site. Using data collected in 2013 while it was open will inform the study on the non-hospital related traffic that used this roadway when it was open.

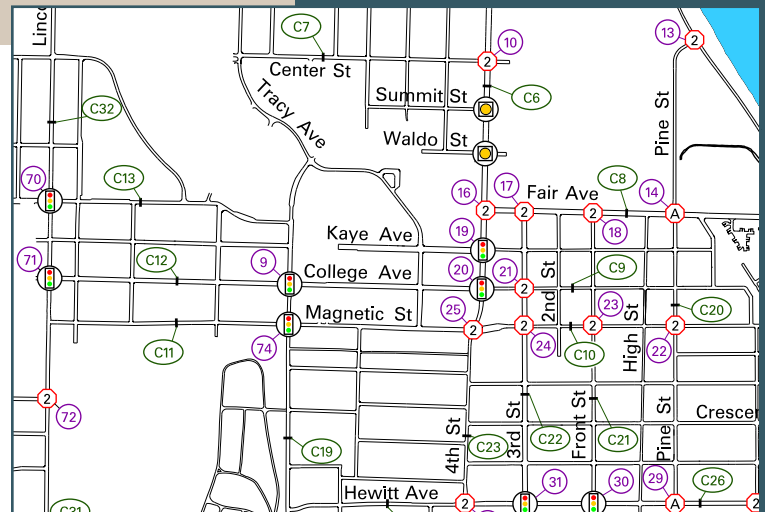
The data will be grown according to growth patterns as discussed below and adjusted to reflect the absence of the hospital site. This approach will provide the City with the confidence needed to assess the proposed roadway and development plans presented in the RFP. If during the course of the study, it is determined that new traffic data is needed to confirm the results of the study, that data can be collected in Fall 2025 once NMU is back in session. We have included this data collection as optional Task 1A.

## Task 1A: Traffic Data Collection (optional)

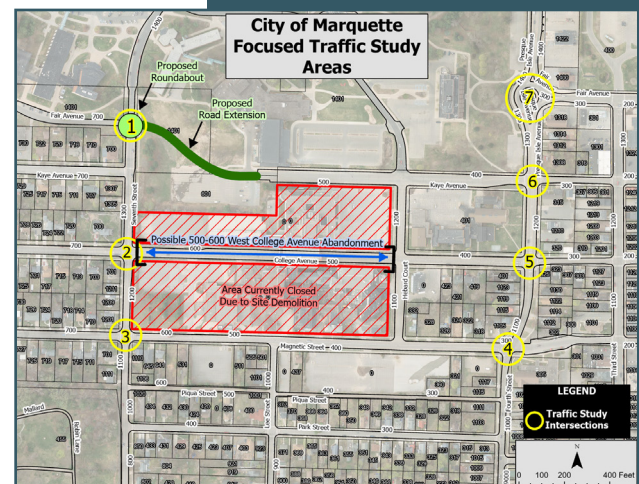
DLZ will collect 12-hour turning movement counts at the study area intersections on a typical weekday:

1. Fair Ave at Seventh St
2. College Ave at Seventh St
3. Magnetic St at Seventh St
4. Magnetic St at Presque Isle Ave
5. College Ave at Presque Isle Ave
6. Kaye Ave at Presque Isle Ave
7. Fair Ave at Presque Isle Ave

Vehicles will be classified as passenger cars, single unit trucks or articulated trucks. Data will be collected using Miovision Video Collection Unit temporarily mounted to a nearby utility pole. The units are battery operated and are strapped and locked to the pole and removed once the video is collected. Data will be collected in 15-minute increments.



Traffic Count Locations from the 2017 City-Wide Traffic Study



## **Task 2: Traffic Forecasting**

This task will include the development of future condition peak hour intersection turning movement volumes for the No Build and Build scenarios discussed below. DLZ will work with the City to develop an appropriate growth rate to be used to forecast regional traffic growth not associated with the hospital site redevelopment. It is expected this will be based on recent and forecasted population trends within the City.

Site trip forecasting will be developed based on information contained in the ITE Trip Generation Manual for the proposed land uses, to be defined in discussions with the City.

Forecasted site trips will be distributed on the study network and assigned to turning movements at the study intersections according to existing traffic patterns.

Traffic volume forecasts at the study intersections will be developed for the future No-Build and Build scenarios for Opening Year and one Horizon Year. (These years to be determined by the City). These volumes will be developed for the AM peak hour and PM peak hour at each of the study intersections defined in Task 1.

## **Task 3: Existing Conditions Analysis**

This task will include analysis of existing (year 2025) traffic operations at the study area intersections defined in Task 1. This work will be done using Trafficware's Synchro software program for signalized and stop-controlled intersections and Rodel software for roundabout intersections to perform intersection capacity analysis. A portion of the existing Synchro model DLZ previously built for the City will be utilized for this analysis. Highway Capacity Manual (HCM) 7th Edition Intersection capacity analysis reports will be generated by Synchro and inserted in the report appendix. A discussion of the results of the capacity analysis will be developed for the report and accompanied by tables summarizing the intersection levels of service and average delay per vehicle.

## **Task 4: No Build Conditions Analysis**

The forecasted traffic operations at the study intersections without the proposed development in the Opening Year and Horizon Year will be analyzed. Intersection operations will be evaluated with this forecasted background traffic growth. Where the analysis identifies unacceptable levels of service (LOS), DLZ will determine mitigation measures that will provide for acceptable operations. Typically, the minimum LOS accepted for design purposes is LOS D. This task will establish a baseline for evaluating the expected impacts of the proposed project.

## **Task 5: Build Conditions Analysis**

The forecasted traffic operations at the study intersections with the construction of the proposed development in the Opening Year and Horizon Year will be analyzed for the following build scenarios:

- » **Build A:** No modifications to the street network
- » **Build B:** Extension of Kaye Ave to Fair Ave and the construction of a roundabout at the Kaye Ave at Seventh St intersection.
- » **Build C:** Abandonment of College Ave between Seventh Ave and Hebard Ct.
- » **Build D:** Build B and Build C Combined.

Based on the results of these analyses, DLZ will recommend road or traffic control improvements that are necessary to mitigate any impacts of the proposed development. This will involve bringing study area roads and intersections to an acceptable LOS.

## **Task 6: Draft Report**

A draft report will be compiled to document the methods and results of Tasks 1-5. This report will include diagrams, tables, and recommendations for improvements in narrative format. The development of concept designs is not included in this scope but can be provided at the City's request for an additional fee. The initial draft report will be submitted for review by the City. One round of comments from the City's review will be addressed prior to submitting the final report.

## **Task 7: Final Report**

Upon receiving comments from the City, a final report will be prepared and submitted for acceptance.

## **Task 8: Coordination**

DLZ will coordinate closely with the City throughout the course of the project via email and telephone. DLZ anticipates the need for four (4) virtual meetings to include a kick-off meeting and three (3) progress meetings including a discussion of study recommendations. To save fee, no in-person meetings are included in this proposed scope and fee. We are available to attend any meeting or make a presentation in person, if requested, for an additional fee.

# Proposed Fee

| Task Description                            | Fee      |
|---------------------------------------------|----------|
| Task 1: Existing Traffic Volumes            | \$4,000  |
| Task 2: Traffic Forecasting                 | \$2,800  |
| Task 3: Existing Conditions Analysis        | \$3,500  |
| Task 4: No Build Conditions Analysis        | \$2,000  |
| Task 5: Build Conditions Analysis           | \$6,000  |
| Task 6: Draft Report                        | \$6,600  |
| Task 7: Final Report                        | \$2,600  |
| Task 8: Coordination                        | \$3,500  |
| Proposed Not-to-Exceed Fee                  | \$31,000 |
| Task 1A: Traffic Data Collection (optional) | \$9,900  |

# Hourly Rates

| <b>DLZ MICHIGAN, INC.</b><br><b>STANDARD FEE STRUCTURE - ENGINEERING/ARCHITECTURAL</b><br><b>2025</b>                           |                    |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Employee Classification</b>                                                                                                  | <b>Hourly Rate</b> |
| Principal                                                                                                                       | \$270.00           |
| Division Manager/Principal Architect/Senior Project Manager                                                                     | \$250.00           |
| Department Manager/Project Manager II                                                                                           | \$220.00           |
| Project Manager I                                                                                                               | \$185.00           |
| Engineer VI/Architect VI/Landscape Architect VI/<br>Planner VI/Scientist VI/Geologist VI / Surveyor VI                          | \$205.00           |
| Engineer V/Architect V/Landscape Architect V/<br>Planner V/Scientist V/Geologist V / Surveyor V                                 | \$190.00           |
| Engineer IV/Architect IV/Landscape Architect IV/ Planner<br>IV/Scientist IV/Geologist IV/Surveyor IV                            | \$175.00           |
| Engineer III/Architect III/Landscape Architect III/<br>Planner III/Scientist III/Geologist III/Surveyor III/Designer IV         | \$155.00           |
| Engineer II/Architectural Associate II/Landscape Architect II/<br>Planner II/Designer III/Scientist II/Geologist II/Surveyor II | \$135.00           |
| Engineer I/Architectural Associate I/Landscape Architect I/<br>Planner I/Scientist I/Geologist I/Surveyor I                     | \$115.00           |
| Programmer                                                                                                                      | \$180.00           |
| Senior GIS Analyst                                                                                                              | \$160.00           |
| GIS Specialist                                                                                                                  | \$115.00           |
| Designer II (straight time)                                                                                                     | \$125.00           |
| Designer II (over time)                                                                                                         | \$170.00           |
| Designer I (straight time)                                                                                                      | \$108.00           |
| Designer I (over time)                                                                                                          | \$150.00           |
| CAD Technician (straight time)                                                                                                  | \$98.00            |
| CAD Technician (over time)                                                                                                      | \$137.00           |
| Construction Administrator                                                                                                      | \$185.00           |
| Construction Observer Manager                                                                                                   | \$145.00           |
| Construction Observer (straight time)                                                                                           | \$110.00           |
| Construction Observer (over time)                                                                                               | \$155.00           |
| Field Technician IV (straight time)                                                                                             | \$110.00           |
| Field Technician IV (over time)                                                                                                 | \$155.00           |
| Field Technician III (straight time)                                                                                            | \$100.00           |
| Field Technician III (over time)                                                                                                | \$140.00           |
| Field Technician II (straight time)                                                                                             | \$90.00            |
| Field Technician II (over time)                                                                                                 | \$125.00           |
| Field Technician I (straight time)                                                                                              | \$80.00            |
| Field Technician I (over time)                                                                                                  | \$110.00           |
| Clerical (straight time)                                                                                                        | \$85.00            |
| Clerical (over time)                                                                                                            | \$120.00           |

Rates are subject to revision on January 1, 2026

Cost of living/inflation increases based on Federal Guidelines



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2025

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).

|                                                                                                            |                                                                                                                                     |                                       |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Edgewood Partners Insurance Agency<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022 | <b>CONTACT</b><br>NAME: Greyling COI Specialist<br>PHONE (A/C, No, Ext): 770.756.6599<br>E-MAIL ADDRESS: greylingcerts@greyling.com | <b>FAX</b><br>(A/C, No): 770.756.6599 |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                       |                                                                                                                                     | <b>NAIC #</b>                         |
| INSURER A : National Union Fire Ins Co of Pittsburg                                                        |                                                                                                                                     | 19445                                 |
| INSURER B : Everest National Insurance Company                                                             |                                                                                                                                     | 10120                                 |
| INSURER C : Continental Casualty Company                                                                   |                                                                                                                                     | 20443                                 |
| INSURER D :                                                                                                |                                                                                                                                     |                                       |
| INSURER E :                                                                                                |                                                                                                                                     |                                       |
| INSURER F :                                                                                                |                                                                                                                                     |                                       |

**COVERAGES****CERTIFICATE NUMBER:** 394170488**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | GL5268221     | 4/1/2025                | 4/1/2026                | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                         |           |          | CA4489714     | 4/1/2025                | 4/1/2026                | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                   |           |          | XC3EX00536251 | 4/1/2025                | 4/1/2026                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                              |           | N/A      | WC072113235   | 4/1/2025                | 4/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$2,000,000<br>E.L. DISEASE - POLICY LIMIT \$2,000,000                                    |
| C        | Professional Liab<br>Includ Pollution                                                                                                                                                                                                                                                                                                                          |           |          | AEH591928672  | 4/1/2025                | 4/1/2026                | Per Claim Aggregate \$2,000,000<br>\$2,000,000                                                                                                                                                                                            |

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

Project: City of Marquette - Traffic Study Fomer Hospital Redevelopment  
City of Marquette, its agents, representatives, directors, officials, and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Marquette  
110 Wright Street  
Marquette MI 49855

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 448-97-14

issued to DLZ CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

## ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

### SCHEDULE

#### ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-82-21

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                                                                                   | <b>Location(s) Of Covered Operations</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| ANY PERSON OR ORGANIZATION WHOM YOU<br>BECOME OBLIGATED TO INCLUDE AS AN<br>ADDITIONAL INSURED AS A RESULT OF ANY<br>CONTRACT OR AGREEMENT YOU HAVE ENTERED<br>INTO. | PER THE CONTRACT OR AGREEMENT.           |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                               |                                          |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                                                                       | <b>Location And Description Of Completed Operations</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO. | PER THE CONTRACT OR AGREEMENT.                          |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                   |                                                         |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 072113235

Issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT  
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

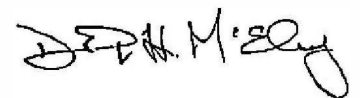
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative